

COLLECTIVE AGREEMENT

BETWEEN

HEALTH PEI

AND

**THE PRINCE EDWARD ISLAND
NURSES' UNION**

April 1, 2014 – March 31, 2018

HEALTH PEI LOGO

PEINU LOGO

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ARTICLE 1 PURPOSE OF AGREEMENT

1.1 Purpose

It is the purpose of this Agreement:

- (a) To maintain and improve harmonious relations and settle 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 and services.
- (c) To encourage efficiency in operation.
- (d) To promote the morale, well-being and security of all Employees in the Union.

1.2 Collective Agreement

It is preferable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in a Collective Agreement.

ARTICLE 2 APPLICATION OF AGREEMENT

- 2.1 This Agreement applies to and is binding upon the Employer and its delegates and agents, and the Prince Edward Island Nurses' Union.

ARTICLE 3 DEFINITIONS AND INTERPRETATION

Wherever the following words/terms are found in this agreement, they shall have the meaning as defined in this article.

- 3.1 "Bargaining Unit" means Employees employed in classifications outlined in Appendix "A".
- 3.2 "Casual Employee" means an Employee who is employed to work on a day-to-day basis as required. Casual Employees are not considered as filling permanent or temporary positions.
- 3.3 "Category" means the employment status of the Employee as defined in Articles 3.2, 3.11, 3.12, 3.13 and 3.20.
- 3.4 "Chief Executive Officer" or "CEO" means the Chief Executive Officer of Health PEI.

- 3.5 "Classification" means the position an Employee holds, as listed in Appendix "A" of this Agreement.
- 3.6 "Department" means the nursing department within a worksite.
- 3.7 "Employee" means an Employee in the bargaining unit who is employed by the Employer for remuneration.
- 3.8 "Employer" means Health PEI.
- 3.9 "Local" means a local of the Union.
- 3.10 "Local Representative" means an Employee appointed or elected by the Local to represent Employees in matters relating to the Collective Agreement.
- 3.11 "Nurse Practitioner" means a Registered Nurse with the endorsement of Nurse Practitioner on their licence, and who is employed to carry out the practice of a Nurse Practitioner as defined in the *Registered Nurses Act*.
- 3.12 "Permanent Employee" means:
- (a) a Full-Time Employee who works a regular schedule of hours as listed in Article 20 (Hours of Work) and who has completed the probationary period;
 - or
 - (b) a Part-Time Employee who works less than the fully prescribed hours of work on a recurring and regularly scheduled basis and who has completed the probationary period.
- 3.13 "Probationary Employee" means an Employee as defined in Article 3.12 who has not completed the probationary period in accordance with Article 18. Probationary Employees shall benefit from all the provisions of the Collective Agreement unless otherwise stated.
- 3.14 "Promotion" means an appointment by an Employer pursuant to Article 15 from one classification to another classification for which the Employee is paid higher compensation.
- 3.15 "Registered Nurse" or "Nurse" means:
- (a) a licensed member of the Association of Registered Nurses of Prince Edward Island;
 - or

(b) a licensed member of a registering body for Registered Nurses in another province who is employed by the Employer to work in a classification in the bargaining unit.

- 3.16 "Seniority" means the length of unbroken service credited to each permanent employee in accordance with Article 19.
- 3.17 "Shift" means the normal consecutive working hours scheduled for each Employee which occur in any 24-hour period. In each 24-hour period there may be three shifts, i.e. day, evening, and night. The first shift of each day shall be the night shift.
- 3.18 "Shift Schedule" means a written statement setting forth the days and hours upon which Employees are normally required to work.
- 3.19 "Spouse" means a person
- (a) to whom a person is legally married; or
 - (b) with whom an Employee has been living for at least twelve (12) months as a couple in a relationship of some permanence.

An Employee shall be entitled to claim benefits under this agreement in relation to only one spouse, and where applicable, the relatives associated with that spouse.

- 3.20 "Temporary Employee" means an Employee, other than a Permanent Employee, employed in accordance with Article 15.1(d) to fill a temporary position. Temporary Employees shall be entitled only to the benefits of the Collective Agreement in the following Articles: 1- 9, 10.1 – 10.6, 10.9, 11, 12.6,14.2, 15.1 - 15.5, **16.1-16.3(a)**, 17, **18.4**, **20.1-20.20**, **20.22 – 20.23**, **21-25**, **26.1**, 27.1, 27.2 (a) & (b), 27.6 - 27.8, 28, 29.1 - 29.4, 29.6, 30 - 31, 32.1, **35.1 (b)**,36 - 39, 41- 48, 49 (except in respect of discharge), 50.2 (a) & (b), 51, 53 - 56 and Appendixes **A, C, D, E(3,5-11,14), F (1-3,7-9), G, and M**. Notwithstanding Article 3.16, if an Employee is hired in a permanent position without a break in temporary employment in excess of twenty-eight (28) days, upon completion of the probationary period seniority shall be retroactive to include the period of temporary employment.
- 3.21 "Temporary Position" means a position of greater than two (2) months but not greater than twelve (12) months which is:
- (a) vacant due to the absence of a Permanent Employee through illness, accident, vacation or approved leave of absence; or
 - (b) created for a specific purpose.

- 3.22 "Union" means the Prince Edward Island Nurses' Union.
- 3.23 "Week-end" means **forty-eight (48) consecutive hours including at least forty-seven (47) hours on Saturday and Sunday.**
- 3.24 "Worksite" means the facility in which or from which the Employee works. (**see appendix "M" for Temporary Postings Application of "Worksite" – Exceptions**)
- 3.25 "Work Unit" means a specific grouping of employees that offers particular services/programming within or from a worksite where such unit exists.
- 3.26 In the interpretation of this agreement, the singular shall include the plural and vice versa as applicable.
- 3.27 Article titles and subtitles are for reference purposes only and shall not be used as aids in interpreting the Collective Agreement.

ARTICLE 4 UNION RECOGNITION, UNION SECURITY AND DUES

4.1 Authorized Representative

The Employer recognizes the Union as the sole and exclusive bargaining agent and authorized representative for all persons employed in the capacity of a Registered Nurse, except:

- (a) those Employees excluded from collective bargaining pursuant to s. 7(2) of the *Labour Act*; and
- (b) those Registered Nurses who have elected to remain within the UPSE bargaining unit as present incumbents only pursuant to the arbitration award of George W. Adams dated April 24, 2006.

4.2 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.

4.3 Deduction of Union Dues

The Employer shall deduct from the salary due every Employee each pay period an amount equal to the established dues of the Union.

4.4 **Remittance of Dues**

The sums deducted pursuant to this Article shall be remitted to the Union not later than four (4) weeks following the pay period in which the deductions were made. The payment of deductions shall be accompanied by a full list by worksite of Employees paying dues as well as notification of additions or deletions.

4.5 **Indemnification of Employer**

The Union agrees to indemnify and save the Employer harmless from any liability or action out of the operation of Articles 4.3 and 4.4.

4.6 **Notification of Amount of Deduction**

The Union shall advise the Employer, in writing, at least thirty (30) days in advance of any change in the amount of the dues to be deducted.

ARTICLE 5 SUBCONTRACTING

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

ARTICLE 6 EMPLOYEE RIGHTS

6.1 **No Discrimination**

- (a) The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, ethnic or national origin, political or religious affiliation or belief, sex, sexual orientation, marital status, family status, place of residence, mental or physical disability, nor by reason of her/his membership or activity in the Union, or any other prohibited ground under the Prince Edward Island *Human Rights Act*.
- (b) Any term contained in Article 6.1 (a) which is also contained in the P.E.I. *Human Rights Act* shall be interpreted and applied in a manner consistent with interpretations under that Act.

6.2 **No Conflicting Written or Verbal Agreements**

There shall be no written or verbal agreements between an Employee and the Employer which may conflict with the terms of the collective agreement, except where mutually agreed between the Employee, the Union and the Employer.

6.3 **Harassment and Violence Free Environment**

The Employer and Union recognize the right of Employees to work in an environment free of workplace violence and harassment. **The Employer is committed to providing a workplace in which all persons can expect to be treated with dignity and respect.** The Employer shall develop and maintain policies in support of these principles. The Employer undertakes to investigate all reported allegations of workplace violence or harassment **in a timely manner.** If workplace violence or harassment has occurred, the Employer shall take appropriate action to ensure it ceases. The Union shall provide full support to these initiatives of zero tolerance.

6.4 **No Adverse Effects from Initiation of Complaint**

Any Employee who makes a bona fide complaint concerning workplace violence, personal or sexual harassment or under the mandatory professional reporting requirements of ARNPEI, will not be adversely affected in the workplace or have their employment jeopardized.

6.5 **Workplace Harassment Policy**

The Employer and the Union recognize that the Workplace Harassment Policy forms part of this Agreement. The existing Policy shall not be changed by the Employer without consultation with the Union.

6.6 **Policies and Forms**

Copies of the Policies and Forms required for complaints of workplace violence and/or harassment shall be available on each work unit.

6.7 **Appeals of Decisions Under the Policy and Grievance Process**

- (a) In accordance with the Workplace Harassment Policy, an Employee who wishes to appeal a decision made under the Policy may do so by commencing a grievance at Step II of the grievance procedure.
- (b) **When an Employee or a group of Employees or the Union is not satisfied that the provisions of Article 6.4 are being complied with, the following shall apply:**

- (i) **the matter will be referred in writing to the Employer who shall immediately investigate the alleged violation of Article 6.4;**
- (ii) **failing a satisfactory remedy within ten (10) days following the conclusion of the such investigation, the matter may be referred to step II in the grievance process;**
- (iii) **If the decision rendered in regards to 6.7 (ii) is not satisfactory, the matter may be referred to arbitration for a decision which shall be final and binding on the parties.**

ARTICLE 7 EMPLOYER RIGHTS

7.1 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) to maintain efficiency and to make, alter, enforce rules and regulations to be observed by Employees;
- (b) to direct, hire, promote, demote, transfer, suspend, discipline, or dismiss Employees, and to assign Employees to shifts;
- (c) to schedule holidays, evaluate jobs, classify positions, and specify the Employee's duties, and;
- (d) to manage its operations in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in its operations; to require suitable dress, to schedule the work and services to be provided and performed; to make, alter, and enforce regulations governing the use of materials, equipment, and services as may be deemed necessary in the interests of the safety and well being of the public.

7.2 These rights shall not be exercised in a manner inconsistent with the expressed provisions of this Agreement.

ARTICLE 8 INFORMATION

8.1 Copies of the Agreement

As soon as reasonably possible after the signing of the contract, the Union shall provide copies of the Collective Agreement for circulation to the membership. Distribution of the Agreement shall be carried out by the Union.

8.2 Cost of Printing

The cost of printing the Agreement in numbers sufficient for distribution to the membership shall be born equally by the Employer and the Union.

8.3 Local Representatives List

On an annual basis, the Union shall provide the Employer with a listing of Local Union Presidents and worksite representatives and shall advise the Employer of any changes that occur during the year.

8.4 Information for New Employees

The Employer shall acquaint new Employees with the fact that a Collective Agreement is in effect, with the conditions of employment set out in Article 4 and with the name **and contact information including the email address** of the applicable Local Union President and/or worksite representative.

8.5 Appointment Status

The Employer shall provide all Employees, upon appointment or any change in appointment, with written notification stating the **competition number, the** type of appointment (ie. Permanent, Temporary, Casual) and the guaranteed hours of work (FTE), if applicable.

8.6 Pay Related Information

On a bi-weekly basis, the Employer shall provide Employees with the details of hours worked, overtime amounts and all premiums paid or banked, vacation, TIL and sick leave accumulation and usage, pension, group insurance and union dues deductions, and any other relevant pay or benefit information.

8.7 Union Dues on T4 Slip

The Employer shall indicate on the Employee's T-4 slip the total amount of Union dues deducted during the previous taxation year.

8.8

Information for the Union

The Employer shall provide the Union, upon the Union's written request, within thirty (30) calendar days of the signing of this Agreement, and at the end of January each year, or at such other intervals agreed upon by the Employer and the Union, with the following information in respect of each member of the bargaining unit:

- (a) name, position and/or working title;
- (b) department or work unit and worksite;
- (c) classification;
- (d) current step increment;
- (e) full time equivalency;
- (f) status (permanent, temporary, casual or on leave of absence);
- (g) employment commencement date;
- (h) home address
- (i) phone number
- (j) whether the Employee is red circled

The information may be provided in one or a series of lists. The Union agrees not to disclose any personal information pertaining to individual Employees to any third party.

8.9

Statistical Reports

Upon written request from the Union, the Employer shall provide statistical reports to the Union concerning the bargaining unit such as demographic reports, new hires, salary costs or other reasonable requests, provided such information is readily available. The Employer shall respond to such requests on a timely basis.

ARTICLE 9 ORIENTATION

9.1

Length of Orientation Period

- (a) The Employer shall provide an orientation program of not less than five (5) shifts (7.5 hours) with pay to each Permanent Employee new to the Employer. Of the above shifts, one shall be an evening shift and one shall be a night shift where the service is a twenty-four (24) hour operation and their position requires work on each of these off-shifts.
- (b) The Employer shall provide an orientation program of not less than three (3) shifts with pay to each Permanent Employee who accepts a position in a work unit or worksite new to the Employee. The shifts shall be as in Article 9.1(a).

- (c) The Employer shall provide a paid orientation program of not less than three (3) shifts to each new Employee approved for casual employment at a worksite. Of the above shifts, one shall be an evening shift and one shall be a night shift where the service is a twenty-four (24) hour operation.
- (d) **The Employer will consider a request for additional orientation beyond the time period(s) set out above. No reasonable request will be denied.**

9.2 **Above Core During Orientation**

Employees shall not be considered as part of core staffing during the period of orientation.

ARTICLE 10 PAYMENT OF WAGES

10.1 **Salaries and Pay Periods**

- (a) The salaries for Employees covered by this Agreement are set forth in Appendix "A" of this Agreement.
- (b) Pay periods shall be bi-weekly. Pay days shall be every second Thursday.
- (c) When pay day falls on a holiday, pay day shall be the last banking day prior to the holiday.

10.2 **Increments**

Permanent 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.

10.3 **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 she/he was promoted or reclassified.

10.4 **Service Credits for Steps in Pay**

- (a) New Permanent, Temporary 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 with an Employer in

or out of the Province of Prince Edward Island. One year of experience shall be equivalent to nineteen hundred and fifty (1950) paid hours. Employees with the following service credits shall be paid at the following step increments:

- (b) 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;
 - (i) 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;
 - (ii) 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;
 - (iii) 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;
 - (iv) 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;
 - (v) 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.
- (c) Following employment, Employees will receive increases in accordance with Article 10.2.
- (d) Credits for nursing service in positions other than that applied for shall be considered on an individual basis.

10.5 **Compensation for Casual Employees**

A Casual Employee shall be paid twelve (12) percent above the approved hourly rate. This twelve (12) percent allows for pay in lieu of statutory holidays and vacations. Upon completion of each nineteen hundred and fifty (1950) hours of employment in any

combination of casual and temporary employment with the Employer a Casual Employee shall be entitled to receive an increment to the next step in her/his classification range.

10.6 **Compensation for Work in More than one Classification**

A Permanent Employee who works in more than one classification shall be paid for all hours worked in each classification at the applicable hourly rate which shall be:

- (a) in the event that the Employee accepts a temporary or permanent position or works extra shifts in a higher classification than her/his permanent position, at least one full increment higher than her/his regular rate of pay.
- (b) in the event that the Employee accepts a temporary or permanent position or works extra shifts in a lower classification, at the step in the lower classification which is not less than her/his regular rate of pay or the maximum rate of pay for the lower classification if her/his regular rate of pay is higher.

10.7 **Senior Registered Nurse Wage Rate**

- (a) **Permanent employees with 25 or more years of service as an RN shall be paid the 25 year wage rate as set out in Appendix "A". It is the responsibility of each Employee to notify the employer when they meet the qualifications to receive this wage rate.**
- (b) **Payment of the 25 year wage rate shall commence starting the first full pay period during which the Employee attains 25 years as an RN and following notification of the Employer of reaching eligibility under this article.**

10.08 **Casual Retired Nurse Incentive**

- (a) A five hundred dollar (\$500) bonus shall be paid to any retired RN who returns to casual employment with the Employer and:
 - (i) works three hundred and seventy five (375) hours in the **time period between January 1st and December 31st in any given year; or**
 - (ii) works one hundred and eighty (180) hours between June 15th and September 15th.
- (b) The Employee shall advise the supervisor when they have reached the threshold.
- (c) Payment will occur in the pay period immediately following the attainment of the threshold.

10.9 “In Charge” Compensation

An RN I designated as “in charge” on an evening shift, a night shift, a **holiday** or the weekend at any one of the following facilities shall be paid at a rate half way between RN I and RN II:

Western Hospital, Alberton
Community Hospital, O’Leary
The Provincial Addictions Facility, Mount Herbert
Kings County Memorial Hospital, Montague
Souris Hospital, Souris

ARTICLE 11 TRAVEL

11.1 Travel Allowance

- (a) An Employee who operates her/his own motor vehicle in the performance of her/his duties is eligible to claim reimbursement at the per kilometre rates as established from time to time by the Provincial Government (Treasury Board).
- (b) An Employee who operates her/his own motor vehicle for short trips in the performance of her/his duties is eligible to claim a minimum daily allowance of six dollars (\$6.00) or reimbursement in accordance with (a), whichever is greater.
- (c) 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, and
 - (i) the Employee travels **at least eighty percent (80%)** of her/his work days; and
 - (ii) travels less than 6000 km per year,

they shall be entitled, at their option to be exercised annually, to receive a monthly allowance of three hundred dollars (\$300) plus one-half (1/2) of the transportation allowances in Article 11.1. These Employees shall receive the monthly allowance for a twelve (12) month period. **If they leave the position, either permanently or temporarily, the allowance will immediately cease. Should the Employee leave for a temporary position, the allowance will be immediately reinstated upon the Employee’s return, subject to eligibility.**

- (d) Employees eligible for the monthly allowance specified in (c) shall have the vehicle available for use on all working days;
- (e) The monthly allowance specified in (c) shall be pro-rated for Permanent Part-Time Employees based on their guarantee;
- (f) An Employee who is **absent from work** in excess of thirty (30) **consecutive** days **is not entitled to receive the monthly allowance specified in (c) until such time as they have returned to work;**
- (g) **An Employee who is required to provide a motor vehicle as a condition of employment shall not (subject to (h)) be required to use a vehicle leased or owned by the Employer except for out-of-province travel or travel in-province related to staff development and training at provincial meetings;**
- (h) **Notwithstanding (g), in the event the Employer determines it will provide fleet vehicles as transportation, the Employer shall provide Employees (as described in (g)) with not less than one (1) year of notice in writing of such intention, after which time, the Employee shall be required to drive the fleet vehicle to perform her/his duties and he/she shall no longer be required to provide a motor vehicle as a condition of employment.**

11.2 Insurance Deductible

Pursuant to Article 11.1, if an Employee's vehicle is vandalized while in the performance of her/his duties the Employee shall be entitled to receive reimbursement of the amount of the deductible insurance coverage applicable to the damage incurred on submission of appropriate documentation.

11.3 Meal Allowances When Travelling for Employer Business

An Employee who is travelling on Employer business shall be reimbursed for meals as per the Provincial Government's Treasury Board policies.

ARTICLE 12 GROUP INSURANCE / PENSION PLANS

12.1 Group Life Insurance

- (a) The Employer agrees to pay one-half (1/2) the premium of the Group Life Insurance Plan that exists at the coming into force of this Agreement and participation is a condition of employment.

- (b) Part-time Employees are eligible for \$100,000 of life insurance, regardless of their permanent part-time guarantee.

12.2 **Group Medical and Dental**

The Employer agrees to pay one-half (1/2) of the premium of each Employee covered by the Group Medical and Dental Plans. Participation in the Plans shall be on a voluntary basis.

12.3 **Group Long Term Disability**

The Employer agrees to pay one-half (1/2) of the premium of each Employee covered by the Group Long Term Disability Plan(s). Participation in the Long Term Disability Plan(s) is mandatory for eligible Employees.

12.4 **Cost Sharing Premiums While on Leave**

An Employee who has been granted a leave of absence without pay pursuant to Article 29 shall continue to be eligible for cost sharing of group insurance premiums.

12.5 **Pension Plan**

- (a) The parties to this Agreement agree to participate fully in retaining and maintaining the Employee's pension plans.
- (b) The Employer shall be responsible for providing information and annual statements to Employees on all aspects of the group insurance and pension plans.
- (c) The Union shall select a representative to the Civil Service Superannuation Fund Advisory Committee and a trustee to the Group Insurance Trustees. Time in attendance at meetings of these Committees shall be considered time worked at the regular rate of pay.

12.6 Temporary employees hired in a temporary position of twelve (12) months or greater shall be eligible for insured benefits under articles 12.1 and 12.2.

ARTICLE 13 ESTABLISHMENT OR ELIMINATION OF A POSITION

13.1 **Establishment of New Position**

When any new position is established during the lifetime of this Agreement, that is not covered by Appendix "A", and is within the scope of the recognition clause, the position shall be evaluated under the existing classification system. In the event the results of the

evaluation fall outside of the existing classification levels in this Agreement, the rate of pay shall be subject to negotiation between the Union and the Negotiation Committee established pursuant to the *Health Services Act*. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by the Employee.

13.2 **Elimination of Positions – Red Circling**

Where an Employee's position is abolished by the Employer and, in accordance with Article 16, the Employer transfers the Employee affected to another position having a lower maximum rate of pay, the Employee shall continue to receive pay at her/his rate of pay in effect at the time her/his former position was abolished until such time as the maximum rate of pay for her/his new position exceeds her/his rate of pay in effect at the time her/his former position was abolished.

ARTICLE 14 CLASSIFICATION REVIEW AND APPEAL PROCEDURE

14.1 **Classification Review**

- (a) In order to maintain or update the classification system, the Public Service Commission may review classifications.
- (b) A classification review may be requested by the Employer or a Permanent Employee, by preparing a description of the position on an approved position questionnaire with a cover letter specifying the reasons for the request.
- (c) A classification review request from an Employer shall be submitted directly to the Commission and copies of the position questionnaire shall be provided to all Employees who may be affected by the request.
- (d) A classification review request from an Employee shall be delivered to the Employee's supervisor with a copy to the human resource manager and date stamped on the date of delivery. Within twenty (20) days of receiving the Employee's request, the position questionnaire shall be reviewed and signed by the Employee's supervisor, the human resource manager and the CEO of Health PEI and forwarded to the Commission for classification review.
- (e) The Commission will review the classification of the position and notify the Employee and Employing Authority of its decision within forty-five (45) days of receiving the request.

14.2

Pay on Reclassification

- (a) An Employee whose position is reclassified to a higher level classification shall be promoted and paid in accordance with Article 10.3.
- (b) An Employee whose position is reclassified to a classification with a lower maximum rate of pay than the Employee's current rate of pay shall retain the current rate of pay until such time as the rate for the new classification matches the current rate.
- (c) The effective date of reclassification shall be the date the Employee request was signed by the supervisor or an Employer request was submitted to the Commission or, in circumstances where the Employee was performing the duties of the reclassified position prior to the date of submission, the effective date of the reclassification may be up to ninety (90) days retroactive from the date of submission.

14.3

Appeal Process

- (a) A Classification Appeal Board consisting of one (1) member appointed by the Union, one (1) member appointed by the Employer and a mutually agreed chairperson shall be named for the term of the Collective Agreement.
- (b) An Employer or a Permanent Employee may appeal the decision of the Commission with respect to classification of a position to the Classification Appeal Committee within twenty-one (21) days of receipt of the decision.
- (c) An appeal to the Committee shall be made in writing to the chairperson specifying the reasons for the appeal and the appellant shall send a copy of the appeal to the Commission.
- (d) An appeal shall not be considered by the Committee unless the decision of the Commission was reviewed by the appellant with a designated Employee of the Commission prior to the filing of the appeal.
- (e) The Commission shall provide the chairperson of the Committee with all documentation in the Commission's possession with respect to the appeal.
- (f) The Committee shall review the appeal in a timely manner and may hold a hearing.
- (g) The Committee shall communicate its decision in writing, giving sufficient reasons therefore to the parties within thirty (30) days of reviewing the appeal.

- (h) A decision of the majority of the Committee on an appeal shall constitute the decision of the Committee and shall be binding on the Commission, the Employing Authority and the Employee.
- (i) The Committee shall not deal with an appeal on any position which has been considered by it within the previous twelve (12) months, unless the appellant can demonstrate in writing that there has been a substantial change in the duties and responsibilities of the position since the position was last reviewed by the Committee.
- (j) The Appeal Board shall not:
 - (i) change existing salary relationships between classifications;
 - (ii) modify any descriptions, responsibilities, or specifications for any classification level, group or category;
 - (iii) change a position title to another classification level, group or category;
 - (iv) accept an appeal of the classification of any position that has been considered by it, or the review panel on implementation of the new classification plan, within the previous twelve (12) months, except where the appellant can demonstrate in writing that there has been a substantial change in the duties and responsibilities of the position; or,
 - (v) rule on the status of the incumbent whose position is the subject of the appeal.

ARTICLE 15 PROMOTIONS AND STAFF CHANGES

15.1 Job Postings

- (a) When any nursing vacancy, including temporary positions, occurs or a new nursing position is created within or outside the Bargaining Unit, the Employer shall post notice of the position on bulletin boards and the Employer's website for a minimum of seven (7) days. Copies of job postings shall be forwarded to the Union and, upon request, to the Local President(s).

The remaining provisions of Article 15 do not apply to postings outside the Bargaining Unit.

- (b) Permanent positions shall be posted on a Provincial basis open to all members of the bargaining unit.

- (c) On Provincial postings, the Employer may advertise a position within the bargaining unit and the public at the same time. Priority for applicant consideration in the selection process shall be given to internal applicants.
- (d) Temporary positions shall be dealt with as follows:
 - (i) the Employer shall appoint from the ranks of interested Permanent Employees in the work unit performing the same function. This appointment shall be based on seniority;
 - (ii) if the position is for a period greater than **two (2)** months and is not filled in **Step 1**, it shall be posted on a Provincial basis as open to all members of the bargaining unit. **Employees within the work unit shall receive first preference and employees who work at the worksite will receive second preference.**

Please see Appendix “M” for application of “worksite” exceptions.

15.2 **Information on Postings and Minimum Qualifications**

- a) Job postings shall contain information on the nature of position, qualifications, required knowledge and education, salary rate or range, the percentage of full-time hours (part-time job postings), whether the position involves a permanent shift or rotating shifts, eight (8) or twelve (12) hours **and shall identify the competition number(s).**
- b) **Minimum qualifications, education and required knowledge shall not be established in an arbitrary or discriminatory manner. The required qualifications and education must be relevant to the position.**

15.3 **Identification of Successful Applicants**

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. The names of successful applicants shall be forwarded to the Local President(s) upon request.

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

In making staff changes, primary consideration shall be given to qualifications and ability to perform the required duties. When qualifications and ability are relatively equal, seniority shall govern.

15.5 **Commencement of Permanent Positions**

An Employee offered a new permanent position outside her/his current work unit or worksite will advise her/his immediate supervisor, and the permanent position will commence on:

- (a) the stated start date of the position; or
- (b) four (4) weeks from the date on which the Employee notifies the immediate supervisor; or
- (c) in exceptional circumstances, and in consultation with the Union, at a time to be determined.

15.6 **Trial Period for Permanent Employees**

The successful applicant shall be placed on trial in the new position for a period of three hundred and twenty-five and one-half (325.5) hours worked. This trial period may be extended by written agreement of the Employer and the Union. Such extension shall not exceed one hundred and fifty (150) working hours. Conditional on satisfactory service, the Employee shall be declared permanent in the position after successful completion of the trial period. A performance appraisal will be conducted prior to the expiry of the trial period. 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, she/he shall be returned to her/his former position, wage or salary rate. Any other Employee promoted or transferred because of the rearrangement of position shall also be returned to her/his former position, wage or salary rate. **The trial period does not commence until such time as the orientation period has been concluded.**

ARTICLE 16 REASSIGNMENT AND TRANSFER

16.1 **Reassignment**

(a) **Definition and Term**

A reassignment occurs when an Employee is temporarily assigned by the Employer to work in a different classification and position title or to a work location other than the Employee's usual work unit or worksite. Reassignments shall be limited to a maximum of two (2) months, unless otherwise agreed by the parties.

(b) **Purpose**

Employees shall only be reassigned for the purpose of meeting bona fide operational requirements.

(c) **Pay Provisions**

Extra pay for a reassignment to a position of a higher classification, either in or outside the bargaining unit, shall apply to all eligible Employees who assume all or substantially all the responsibility of the higher classified position for one full day or more. Eligible Employees shall be paid that step in the pay scale of the higher classification which is at least one full increment higher than the regular salary for the Employee being assigned. Where the higher rated position is out of scope, the Employee's rate of pay shall be five (5) per cent greater than her/his regular rate. The Employee, on reversion to her/his regular position, shall be paid at the rate which would have been paid had the reassignment not occurred.

(d) **Compensation for Mileage**

An Employee who is reassigned shall receive a travel allowance if she/he has to travel more than ten (10) kilometres further to get to work. This allowance shall be paid pursuant to Article 11.1 for the increase in distance travelled between the Employee's residence and the alternate worksite as opposed to her/his primary worksite. Mileage shall be paid for all travel if the Employee is reassigned after having arrived at their primary worksite.

(e) **Compensation for Travel Time**

(i) Employees who have been reassigned to different worksites may have their start and/or end work hours adjusted by the Employer by the amount of extra travel time incurred.

(ii) Employees who have been reassigned to different worksites may request to have their start and/or end work hours adjusted by the amount of extra travel time incurred. Such requests shall not be unreasonably denied.

(iii) An Employee reassigned shall be paid for any extra travel time in excess of fifteen (15) minutes per direction.

(iv) Travel time shall be paid at straight time.

(v) All travel occurring during the Employee's shift shall be considered as time worked.

(f) **Reassignment Only Where Capable**

The Employee shall only be reassigned to work where the Employer deems the Employee to be capable of performing the required duties. The Employee may request and shall be provided an orientation to the assignment.

(g) **Nurse in Charge**

An Employee who is reassigned from one unit to another for her/his shift due to staffing shortages shall not be required to be the Nurse in charge of the nursing unit unless **there are no other RNs available to take charge or unless** otherwise mutually agreed.

(h) **Request for Volunteers**

If a situation requires a reassignment, an Employer shall first request volunteers for the reassignment. If no Employee volunteers, the Employer shall reassign in an equitable manner.

16.2 **Transfer**

(a) **Definition**

A “transfer” occurs when an Employee changes work unit within a worksite or between worksites on a permanent basis.

(b) **Purpose**

Employees shall only be transferred for the purpose of bona fide operational requirements.

(c) **Compensation for Mileage**

(i) An Employee who is transferred shall receive a temporary travel allowance if she/he has to travel more than ten (10) kilometres further to get to work. This allowance shall be paid pursuant to Article 11.1 for the increase in distance travelled between the Employee’s residence and her/his new primary worksite as opposed to her/his former primary worksite. This allowance is payable for a period of one (1) year from the date of commencement or until she/he changes residence, whichever occurs first.

(ii) In lieu of (1), in the event an Employee who is transferred to another worksite changes her/his primary residence to live closer to the new worksite, she/he may elect to claim reimbursement for actual moving expenses to a maximum of two thousand dollars (\$2000), or the total compensation payable pursuant to (1) if less.

(d) **Compensation for Travel Time**

An Employee transferred shall be paid for any extra travel time in excess of fifteen (15) minutes per direction. Travel time shall be paid at straight time. The Employer shall pay travel time for a period of one (1) year. During the first six (6) months all travel time shall be paid. During the last six (6) months, the additional travel time shall be discounted by 50%.

(e) **Transfer Only Where Capable**

The Employee shall only be transferred to work where the Employer deems the Employee to be capable of performing the required duties. The Employee may request and shall be provided orientation to the assignment. **The trial period in article 15.6 shall apply.**

(f) **Request for Volunteers**

If a situation requires an Employee in a work unit to transfer, the Employer shall first request volunteers for the transfer. If no Employee volunteers, the Employer shall transfer the least senior Employee in that work unit.

(g) **Notice of Transfer**

No Employee shall be transferred without a minimum of sixty (60) days written notice, with a copy to the Union. During the notice period, the Employer shall consult with the Union, and the parties will explore alternate options that may be available to the Employee.

(h) **Consent Requirements for Transfer**

The Employer shall not transfer an Employee without her/his consent to a position which requires:

- (i) a fundamental change in her/his work schedule;
- (ii) a fundamental change in the nature of her/his work;
- (iii) a change in her/his classification; or
- (iv) travel of fifty (50) kms greater one way to her/his new worksite.

(i) **Pay Provisions**

Eligible Employees shall be paid that step in the pay scale of the higher classification which is at least one full increment higher than the regular salary for the Employee being assigned. Red circling shall apply in instances when the transfer is to a lower classification.

16.3 **Reassignment, Transfer or Appointment Outside of Bargaining Unit**

No Employee shall be reassigned, appointed or transferred to a position outside the Bargaining Unit without her/his consent. If an Employee is:

- (a) reassigned, or appointed to a temporary position, outside of the Bargaining Unit, she/he shall retain the seniority accumulated up to the date of leaving the Bargaining Unit but will not accumulate any additional seniority within the Bargaining Unit. When such Employee returns to the Bargaining Unit, she/he shall be placed in her/his former position or, if that position no longer exists, a similar position. If such employment is not available, Article 33 shall apply;
- (b) appointed or transferred to a permanent position outside the Bargaining Unit, such Employee may return to the Bargaining Unit within the trial/probationary period of the new position, not to exceed six (6) months, without loss of seniority accumulated to the date of leaving the Bargaining Unit. Seniority will not accumulate during the trial/probationary period. Should the Employee return to the Bargaining Unit within the trial/probationary period, she/he shall be placed in her/his former position or, if that position no longer exists, a similar position. If such employment is not available, Article 33 shall apply. Should the Employee continue in the position outside the Bargaining Unit in excess of the trial/probationary period of up to six (6) months, she/he shall forfeit all seniority accumulated to the date of leaving the Bargaining Unit. The return of an Employee to the Bargaining Unit shall not result in the layoff or bumping of an Employee with greater seniority.

ARTICLE 17 TEMPORARY POSITIONS

17.1 **Length of Term and Extensions**

- (a) The specific term of a temporary position shall be specified on the posting whenever possible. The time period shall not exceed twelve (12) months unless otherwise approved by the Union. If a temporary position is to be extended beyond the total maximum of twelve (12) months, it shall be posted in accordance with Article 15 unless otherwise mutually agreed by the Union and the Employer.

- (b) In the event that a temporary position is to be extended beyond the initial specified period of time, the Employee may remain in the position throughout the period of extension up to a total maximum of twelve (12) months. Otherwise, the position shall be posted in accordance with Article 15.

17.2 **Commencement of Temporary Position**

An Employee offered a temporary position outside her/his work unit or worksite will advise her/his immediate supervisor, and the temporary position will commence on:

- (a) The start date of the temporary position; or
- (b) Four (4) weeks from the date on which the Employee notifies the immediate supervisor; or
- (c) In exceptional circumstances, and in consultation with the Union, at a time to be determined.

17.3 **Completion of Term of Temporary Position**

- (a) An Employee who applies for and receives a temporary position in accordance with the provisions of this Collective Agreement, shall be required to complete the term of the position before she/he shall be permitted to commence another temporary position, unless otherwise mutually agreed between the Employer and Employee. The Employee may apply for and commence a permanent position before completing any temporary position.
- (b) An Employee who applies for and receives a temporary position in accordance with the provisions of this Collective Agreement, shall only be recalled to her/his permanent position before the completion of the term of the temporary position in situations of exceptional staffing crises in the home unit/worksite of the Employee. In such instances, the Employee shall only be recalled for the time period required to address the staffing crisis and, upon conclusion of the crisis, the Employee shall be permitted to return to complete the temporary position, where the term has not yet concluded.

17.4 **Return of Incumbent Employee to Position**

Any position occupied by a Temporary Employee, or Permanent Employee on a temporary basis, shall be assumed by the incumbent of the permanent position upon the incumbent's scheduled return to duty. Notwithstanding the above, with the consent of the Employer, in exceptional circumstances, the incumbent may resume her/his position before her/his scheduled return date.

17.5 **Treatment when Position Changes to Permanent**

In the event that:

- (a) the incumbent of the permanent position does not return to duty; or
- (b) the temporary position is established on a permanent basis,

the provisions of Article 15 shall apply.

ARTICLE 18 PROBATIONARY PERIOD AND PERFORMANCE APPRAISALS

18.1 **Term of Probation**

A new Permanent Employee shall be subject to a “probationary period” of six hundred seventy-five (675) working hours from the date of **the completion of the orientation period**. A written performance appraisal will be given upon completion of four hundred and fifty (450) working hours. Upon completion of the probationary period, seniority shall be effective from the original date of employment in the permanent position.

18.2 **Extension of Probation**

The probationary period may be extended by a maximum of one hundred fifty (150) working hours, provided such extension is considered necessary by the Employer. A written notice of the extension and a copy of a written appraisal, with reasons for the extension, shall be given to the Employee prior to the expiry of the initial probationary period.

18.3 **Coverage of Collective Agreement**

During their probationary period, Employees shall benefit from all of the provisions in this Collective Agreement, except in respect to discharge.

18.4 **Performance Appraisal – Casual and Temporary Employees**

A performance appraisal shall be provided upon completion of nine hundred and seventy-five (975) working hours in any combination of casual and temporary employment.

ARTICLE 19 SENIORITY

19.1 Calculation of Seniority

Seniority, as defined in Article 3.16, shall be calculated based upon hours of service. The maximum number of seniority hours an Employee can accumulate in a twelve (12) month period is 1950.

19.2 Seniority List

A seniority list of all Permanent Employees covered by this Agreement shall be posted by the Employer before January 31st of each year in a place accessible to all Employees. The list shall include names, classifications, last date of hire in a permanent position and hours of service to the last full pay period on December of the previous year including hours of temporary employment in accordance with Article 3.20. A copy will be sent to the local representative and to the Provincial Union.

19.3 Granting of Seniority

- (a) When an Employee completes the probationary period, her/his seniority shall accumulate from the date of employment or as a Temporary Employee in accordance with Article 3.20.
- (b) When a Permanent Employee is filling a Temporary Position, the Employee retains their permanent status and continues to accrue seniority while so employed.

19.4 Treatment of Seniority While on Leave

When an Employee has been granted leave of absence with pay, the seniority of such Employee shall be retained and accumulated and any benefits measured by length of service shall accumulate during such leave of absence. Unless otherwise stated in the Agreement, an Employee on approved leave of absence without pay shall retain, but not accumulate seniority during the period of leave.

19.5 Forfeiture of Seniority

Seniority shall be forfeited by an Employee for any of the following reasons:

- (a) she/he voluntarily leaves the service of the Employer;
- (b) she/he is discharged for just cause and not reinstated;

- (c) she/he is suspended for just cause, in which event the loss of seniority shall be for the period of suspension;
- (d) she/he is laid off for a period of eighteen (18) months and recall rights have lapsed;
- (e) having been laid off she/he fails to return to work within two (2) weeks of recall unless she/he can show a justifiable reason for failure to report to work.

ARTICLE 20 HOURS OF WORK

Unless specified otherwise and indicated by an asterisk (*), the provisions of the Collective Agreement for eight (8) hour shift Employees shall apply to twelve (12) hour shift Employees.

20.1 Regular Hours of Work

The regular daily hours of work in each shift shall be seven and one-half (7.5) excluding meal period. The regular weekly hours of work shall be thirty seven and one-half (37.5) averaged over a four (4) week period. The designated meal period shall not be less than thirty (30) minutes each shift.

* Twelve Hour Shift

The regular daily hours of work in each shift shall be eleven and one-quarter (11.25) hours excluding a meal period. The regular weekly hours of work shall be thirty-seven and one-half (37.5) hours averaged over not more than a six (6) week period. The designated meal period shall not be less than forty-five (45) minutes each shift.

20.2 Meal and Rest Periods

- (a) The meal period will be as close to the middle of the shift as possible and will be taken at a location other than the place of duty.
- (b) The Employer will endeavor to post the meal period for Employees prior to the commencement of the shift. Employees who are not permitted to leave the work station during the meal period shall be paid at time and one-half (1.5) rate for the meal period.
- (c) Notwithstanding Articles 20.1, 20.2(a) and (b) and 21.1, when an Employee is the sole Employee in her/his classification available for work at the worksite during her/his meal period and is required by the Employer to remain at the

worksite, then the Employee shall receive pay for the meal period at the regular rate.

- (d) Each Employee shall receive two (2), ten (10) minute rest periods on each shift.

* Twelve Hour Shift

Each Employee shall receive two (2) fifteen (15) minute rest periods on each shift.

- (e) The meal period and rest period(s) may be combined by mutual agreement between the Employee and her/his supervisor. **(see Appendix “G” for application of breaks for non-conforming shifts)**

20.3 **Consecutive Days Off**

Each Employee shall receive two (2) consecutive days off in each week unless otherwise agreed.

20.4 **Weekends Off**

Each Employee shall receive every second week-end off.

20.5 **Consecutive Work Shifts**

No Employee shall be required to work more than seven (7) consecutive day shifts or more than seven (7) consecutive evening or night shifts without days off.

* Twelve Hour Shift

Employees shall not normally be required to work more than three (3) consecutive twelve (12) hour shifts except in the case where a fourth consecutive shift is necessary to establish a twelve (12) hour shift rotation on that unit. The fourth shift shall not be a twelve (12) hour shift.

20.6 **Exceptions to Weekends Off / Consecutive Work Shifts**

Worksites currently not able to meet the requirements of Articles 20.4 and 20.5 shall continue with their existing scheduling practices, and such practices shall not be changed without mutual agreement of the parties.

20.7 **Master Rotations**

Wherever possible, master rotations shall be used. Master rotation means fixed schedules to which each Employee is assigned or through which the Employees rotate. When new master rotations are being created, the Employer shall provide impacted Employees with

a minimum of six (6) weeks notice prior to implementation, in order to permit input from the Employees. The Employer shall take Employee preferences into consideration when possible and on an equitable basis, operational requirements permitting.

20.8

Posting and Changing of Shift Schedules

- (a) Shift schedules shall be posted in the work unit or, where deemed appropriate by the Union, worksite, at least four (4) weeks in advance of the date the schedule is due to commence.
- (b) Once a schedule has been posted, no change shall be made to it unless mutually agreed between the Employer and the affected Employee(s).
- (c) The Employees shall be notified at least twenty-four (24) hours in advance of any proposed change. If the Employee does not receive at least twenty-four (24) hours notice, and works the shift change, she/he shall be compensated at the overtime rate. If the change requires the Employee to work on a day(s) she/he was not scheduled to work, she/he shall be given an alternate day(s) off at a time mutually agreed in addition to the overtime rate. When an Employee works a shift change with less than twenty-four (24) hours notice and is requested to work overtime beyond the end of the shift, the Employee will receive time and one-half for the first three and three-quarter (3.75) additional hours and double time for all hours thereafter.

20.9

Shift Distribution, Rotation and Re-Assignment

- (a) Rotations from one shift to another shall be divided as equally as possible among available Permanent Employees during the term of the Agreement. Employees shall not be required to rotate to more than two (2) shifts (i.e. days/evenings; days/nights). No positions shall be posted for permanent evening or night shifts without the Employer first consulting with the Union except to the extent that the positions currently exist as permanent nights or permanent evenings. Consideration shall be given to requests from an Employee for permanent evening or night duty provided that the granting of such requests shall be subject to periodic evaluation.
- (b) Notwithstanding 20.9 (a), in those worksites where staffing requirements do not currently permit a reduction in rotating shifts, Employees shall continue to rotate to three (3) shifts; however, the Employer shall endeavour to reduce the number of rotating shifts to two (2) when revising the Master Rotation and no Employee will be required to rotate to more than two (2) shifts in any given week.
- (c) When the opportunity occurs, as the result of a vacancy, an Employee may, at her/his request, be assigned to another schedule of equivalent hours on the

rotation performing the same function, without being subject to a job competition. If more than one Employee requests reassignment to the same schedule, seniority shall govern. The vacancy shall be posted when all requests have been granted.

20.10 **Preference for Days Off**

- (a) Each Employee may state her/his preference with regard to days off **before the work schedule is drawn up** and consideration shall be given to these preferences wherever they do not conflict with the need to maintain service and adequate levels of staffing. In the case of Employees on a master rotation, the above noted preference shall be limited to vacation, lieu time and rescheduled statutory holidays. **When the work schedule is posted, the Employer shall attempt to identify whether or not vacation/lieu time/rescheduled stat holidays have been granted.**
- (b) Any requests received after the schedule is posted shall be considered **late notice requests** and shall be granted where operational requirements permit. **The Employer will make every effort to advise the Employee regarding approval or denial as soon as possible in advance of the requested leave date(s).**

20.11 **Rest Between Shifts**

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

* Twelve Hour Shift

There shall be at least twelve (12) hours between shifts.

20.12 **Double Shifts**

An Employee shall not be required to work a double shift without her/his consent. All hours worked beyond seven and one half (7.5) hours (eleven and one quarter (11.25) hours) shall be at time and one half and any additional hours worked after fifteen (15) hours shall be compensated at the rate of double time. A rest period of less than eight (8) hours shall not break the hours referenced above.

If the rest period is less than eight (8) hours prior to the Employee's next regularly scheduled shift, and the Employee is required to work, she/he will continue to be compensated at the overtime rate. If the rest period is less than eight (8) hours prior to the Employee's next regularly scheduled shift, and the Employee chooses to work, she/he will be compensated at her/his regular rate of pay.

20.13 **Exchange of Shifts / Days Off**

Employees may exchange their days off or shifts with the consent of the designated Employer representative. This approval shall not be unreasonably withheld.

20.14 **No Split Shifts**

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

20.15 **Shift and Weekend Premiums**

- (a) A shift differential premium of three dollars (\$3.00) 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 three dollars (\$3.00) per hour shall be paid to an Employee for all hours worked between 1900 hours Friday and 0800 hours Monday providing the majority of the Employee's shift falls within this period.
- (c) Notwithstanding Article 56, the weekend premium shall be paid in addition to the shift differential premium.
- (d) Notwithstanding Article 56, the weekend and shift premium shall be paid for each hour worked on a callback if applicable.
- (e) Shift differential and weekend premiums shall, where applicable, be paid in addition to overtime and statutory holiday pay.

20.16 **Daylight Saving Time**

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

20.17 **Attendance at Educational Workshops**

Attendance at educational workshops, training courses, professional meetings, for a period of not less than six (6) hours shall be considered a full working day, or a complete shift.

- * Twelve Hour Shift
Attendance at educational workshops, training courses, professional meetings, for a period of not less than six (6) hours shall be considered a seven and one-half

(7.5) hour working day. The remaining three and three quarter (3.75) hours may be worked on the same day as the educational workshop, training course, professional meeting or professional meeting days, or will be charged to the Employee's vacation credits or accumulated overtime.

20.18 **Scheduling to Permit Attendance at University**

Shift schedules, wherever possible, shall be rearranged in such a way as to permit Employees access to university courses required in attaining degrees in nursing.

20.19 **Payment for Late Notice Shift Cancellation**

An Employee who comes in to work as scheduled and is sent home because of lack of work shall be paid for the entire shift.

20.20 **Flexible Hours of Work for Non-Shift Employees**

If an Employee, other than a shift Employee, requests flexible daily hours of work, such request shall not be unreasonably denied where operational requirements permit. The flexible hours worked shall not result in overtime, week-end premium or shift differential payments.

20.21 **Line Sharing**

Line sharing is an arrangement which enables a Permanent Employee to reduce her/his hours of work on a temporary basis and another Permanent Employee, whose schedule and qualifications are compatible, to correspondingly increase her/his hours of work. All line sharing arrangements must conform to the conditions outlined in Appendix "E".

20.22 **Preference to Extra Shifts for Part-Time Employees**

- (a) Part-Time Employees who want to work in excess of their minimum employment guarantee must notify the supervisor, in writing, on an annual basis. Such Employees shall be given preference over Casual Employees for extra shifts in their work unit provided the extra shifts are booked forty-eight (48) hours prior to the effective date of the Shift Schedule posted pursuant to Article 20.8.
- (b) Part-Time Employees who are scheduled for extra shifts less than forty-eight (48) hours in advance are not entitled to paid leave for those extra shifts.

20.23 **Summer Hours for Non-Shift Employees**

Summer hours for Employees other than shift Employees shall be determined in consultation with the Union.

ARTICLE 21 OVERTIME

21.1 Definition of Overtime and Rate of Compensation

- (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) her/his hourly rate of pay.

* Twelve Hour Shift

- (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) her/his 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) her/his hourly rate of pay.

* Twelve Hour Shift

- (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) her/his hourly rate of pay.

21.2 Compensation for Short Notice Shifts for Part-Time Employees

Part-Time Employees who do not wish to work extra shifts but do so at the request of the Employer with less than forty-eight (48) hours notice, shall be **compensated in accordance with Article 21.3.**

21.3 Method of Compensation – Payment or Time Off

Compensation for overtime, either in payment or time off, shall be at time and one-half (1.5) the Employee's applicable hourly rate or, where applicable, double time. At the request of the Employee time off shall be at a time mutually agreed. Time off in lieu of overtime must be scheduled and taken or paid out prior to March 31st of the year in which the overtime was worked. Upon written request, the Employee shall be permitted to retain up to twenty-two and one-half (22.5) hours overtime plus any overtime earned between January and March in the current year.

21.4 Compensation for Shift Overlap

Compensation for overtime worked shall not be claimed or received for a period of extra duty of less than fifteen (15) minutes sufficient to provide a reasonable overlap between shifts. The period, as approved by the Employer, may be prior to or immediately

following the shift. Where overtime in excess of fifteen (15) minutes is worked, compensation shall be calculated for the entire period.

21.5 **Computation to Nearest Half-Hour**

Overtime beyond the limits of Article 21.4 shall be claimed and received by computing to the nearest half-hour.

21.6 **Approval for Overtime**

Overtime must be approved by the designated Employer representative(s). For the purpose of applying Article 21.1, in the case of Casual Employees or Part-Time Employees who work in more than one work unit or worksite, the Employee shall indicate to the Employer, prior to acceptance of the shift that the shift will place the Employee in an overtime situation.

21.7 **Standby**

- (a) Standby is a condition of employment whereby an Employee is designated by the Employer, to maintain herself/himself available for extra services during a defined period outside of her/his normal hours of work.

Where the Employer intends to introduce standby to a work unit where it is not already a designated requirement, the Employer shall consult with the Union and Employees. The Employer shall provide at least sixty (60) days notice unless otherwise mutually agreed by the parties.

- (b) An Employee on standby shall receive standby pay for every hour she/he is required to standby. No compensation shall be granted for the period of standby if the Employee does not report to work when required.

Effective the first full pay period after the signing of this Agreement, standby pay shall be **three dollars (\$3.00)** per hour.

- (c) If an Employee on standby is required by the Employer to report for work during the standby period, she/he shall be paid at the overtime rate plus the standby pay for the scheduled standby hours, unless otherwise specified in the Collective Agreement.

- (d) An Employee who is required to be on stand-by on a holiday, shall be paid seven and one-half (7.5) hours at her/his regular rate of pay for the day without deduction from her/his statutory holiday bank. She/he shall also be reimbursed as per Article 21.7 (b) and 21.8. In situations where the holiday falls on a weekend and as a result is recognized on the Monday following, then this

provision shall only apply to Employees scheduled for stand-by duty on the actual holiday.

- (e) Standby shall not be assigned while a Nurse is on vacation leave.

21.8 **Call-back**

- (a) Call-back is a condition of employment whereby an Employee, after she/he has completed her/his work period and has left her/his place of work and prior to reporting for her/his next regular scheduled work period, is called back to work prior to her/his next scheduled work period for a period of non-contiguous overtime.
- (b) An Employee who is called back to work and reports to work will be paid at the overtime rate calculated on her/his regular scale for the hours worked, with a minimum of three (3) hours pay for each call back. Following seven and one-half (7.5) consecutive hours of call back work, the rate of pay shall be at double time for each additional hour of contiguous overtime.
- (c) If an Employee is called back to work, the Employer shall reimburse the Employee for actual transportation costs, or necessary kilometer costs at the rate established by Treasury Board and at a minimum of six dollars (\$6.00) per call and a Maximum of twenty dollars (\$20).

21.9 **No Avoidance of Overtime**

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

21.10 **Requested to Work When Scheduled Off**

When an Employee is scheduled for time off in lieu of overtime and is requested to work without at least **forty-eight (48)** hours notice, the Employee shall be compensated at the overtime rate.

21.11 **Compensation for Remote After Hours Support**

Nurses designated by the Employer to be available by telephone or computer to provide patient care support, shall be recognized as being on standby and shall be compensated for the total actual time spent on the telephone at time and one half (1.5), with a minimum of one (1) hour pay.

An Employee who receives more than one call in a thirty (30) minute period, shall be compensated on the basis of one continuous period.

When “called back” to work, Article 21.8 shall apply.

ARTICLE 22 VACATIONS

22.1 Vacation Year

The Employer shall maintain the presently established vacation year based upon the Fiscal year April 1 to March 31.

22.2 Vacation Accumulation

Effective the first full pay period following the signing of this Agreement, Permanent Employees shall be entitled to annual vacation with pay in accordance with the following:

- (a) less than one (1) year of service – 9.375 working hours for each 162.5 hours worked;
- (b) one (1) year of service to the completion of the fifth (5th) year of service – 9.375 working hours for each 162.5 hours worked (112.5 working hours per year);
- (c) after five (5) years of service to the completion of fifteen (15) years of service – 12.5 working hours for each 162.5 hours worked (150 working hours per year);
- (d) after fifteen (15) years of service to the completion of twenty-five (25) years of service – 15.625 working hours for each 162.5 hours worked (187.5 working hours per year);
- (e) after twenty-five (25) years of service – 19.375 working hours for each 162.5 hours worked (232.5 working hours per year).
- (f) **On the twenty-fifth (25th) anniversary of employment and every five (5) year anniversary thereafter, an Employee shall be granted one (1) day paid leave on a day mutually agreed, in recognition of her/his long-standing service.**

Year of service shall mean 1950 hours worked.

22.3 **Requests Granted by Seniority**

Employees shall be given their choice of vacation according to seniority within their work unit or, where deemed appropriate by the parties, worksite, **provided the Employee has identified her/his choice in compliance with Article 20.10 (a).**

22.4 **Summer Vacation**

(a) Every effort shall be made to grant vacation in one continuous period. If the Employee wishes, at least two (2) weeks shall be given during the summer vacation period (June 15th - September 15th). Where at least two (2) consecutive weeks are granted, two (2) regularly scheduled days off shall be given immediately preceding or following the vacation unless otherwise agreed.

* Twelve Hour Shift

The Employee shall have her/his regular scheduled days off either preceding or immediately following her/his vacation.

(b) Employees shall submit their request for summer vacation period to their supervisor by March 1st. Vacation dates shall be posted by May 15th each year. Vacation schedules shall be posted by June 1st each year for the summer vacation period and shall not be changed unless mutually agreed by the Employee and the Employer.

(c) Vacation shall be granted according to the master rotation in effect at the time of the request. In the event that the granting of summer vacation requests, pursuant to Article 22.4 (a), necessitates changes to the master rotation, affected Employees shall be advised of the changes. The Employer will make every effort to accommodate conflicts that result from changes in the master rotation prior to posting of the summer vacation schedule.

(d) Following the posting of summer vacation schedules, Employees requesting additional time off (vacation, time in lieu and/or stat. holiday time) shall have their requests granted, provided operational requirements permit. **Article 20.10(b) in regards to notice of approvals/denials for late notice requests shall apply.**

22.5 **Public School March Break**

Employees shall submit their vacation request for the public school March Break period to their supervisor by December 30th. March Break vacation dates shall be posted by January 31st each year.

22.6 **Holidays During Vacation**

When a holiday falls within an Employee's vacation period that day shall constitute a holiday and not a day of vacation leave. Should a holiday be declared during an Employee's vacation period, she/he must return on the regular date. A compensating day will be allowed at a mutually suitable date.

22.7 **Illness During Vacation**

(a) An Employee hospitalized or confined to bed on doctor's orders during her/his vacation period shall qualify for use of sick leave credits upon production of a doctor's certificate and provided the illness is reported to the Employer within three (3) days of hospitalization or confinement to bed on doctor's orders. She/he shall have her/his vacation scheduled at a later date. Under exceptional circumstances, the Employee will be relieved of the obligation to report within three (3) days, pursuant to this clause.

(b) If an Employee becomes ill prior to the commencement of her/his scheduled vacation period, she/he is entitled to reschedule her/his vacation to the extent of the sick leave, provided such illness is supported by a medical certificate.

22.8 **Work While on Vacation**

If an Employee is requested to work while on a vacation day or during the summer vacation period, as designated by the Employee, and works, she/he shall receive pay at double time for all hours worked and shall have the actual vacation day(s) rescheduled.

22.9 **Vacation Carryover**

(a) Employees shall be permitted to carry over from one vacation year to the next a maximum of one year's earned vacation plus:

(i) seventy-five (75) hours for full time Employees; or

(ii) seventy-five (75) hours prorated in proportion to time paid for part-time Employees.

(b) An Employee who makes reasonable attempts to take her/his vacation during the year, but does not receive her/his requested vacation shall be permitted to carry over or request a payout of their excess vacation. The Employee shall put requests for vacation in writing on the approved vacation leave form and the Employer shall respond to all requests on the same form. Employees shall retain copies of documents showing denied vacation requests.

- (c) Employees who are prohibited from taking annual vacation leave because of maternity/parental leave, long term disability, **WCB** or extended sick leave shall be allowed to carry forward hours beyond those specified in this Article.

22.10 **Payout of Vacation Upon Termination**

An Employee whose employment is terminated for any reason shall be paid with her/his final pay an amount equivalent to any vacation which may have accrued to her/his benefit in accordance with Article 22.2.

22.11 **Repayment of Vacation Upon Termination**

- (a) An Employee, upon her/his separation from her/his Employer, shall compensate the Employer for vacation which was taken but not earned at the time.
- (b) An Employee's estate will not be required to compensate for unearned vacation leave in case of separation due to death of the Employee; or in the case of Permanent Employees, following involuntary separation due to lay-off or permanent disability.

22.12 **Court Proceedings During Vacation**

Where an Employee attends as a witness before the proceedings of the Association of Registered Nurses of PEI, or before a Court hearing related to her/his employment during a period of vacation, that time shall be considered time worked. At the Employee's request, that period of vacation may be cancelled and rescheduled at a time mutually agreed.

ARTICLE 23 HOLIDAYS

23.1 **Float and Designated Holidays**

- (a) All Full-Time Employees shall receive one day (7.5 hours) paid leave for each of the following holidays each year:

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

and all other days as proclaimed by the Provincial or Federal Government.

- (b) The “floating holiday” shall be taken prior to November 30th in each calendar year on a day agreed to by the Employee and the Employer. New Employees, or Employees returning from an approved leave of absence shall be eligible for the “floating holiday” provided they commence or recommence employment no later than August 15th of that calendar year.
- (c) When an Employee is scheduled to work the evening of Christmas Eve and works, the Employee shall receive pay at the rate of time and one-half (1.5). She/he will not receive an alternate day off for this evening shift. Those Employees who do not work this evening shift, shall not be entitled to a day paid leave. For the purpose of this Article, the evening shift shall apply to work performed between 1700 hours and 2400 hours, providing the majority of the Employee’s shift falls within this time period. The overtime rate shall also apply to those Employees working the night shift on Christmas day (arriving at work the evening of the 24th) for that portion of the shift that occurs on Christmas Eve.

23.2

Compensation for Work on Statutory Holidays

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

* Twelve Hour Shifts

- (a) Employees who were scheduled to work on a statutory holiday will have the following options, provided they indicate to their supervisor their preference prior to the next pay period following the holiday:
 - (i) pay the Employee time and one-half for all hours and she/he shall have the holiday rescheduled; or,
 - (ii) pay the Employee for all hours worked at their regular rate, place half of this time in their time in lieu bank and have their holiday rescheduled.

- (b) An Employee scheduled to work Christmas Day shall receive pay at double time and shall have the holiday rescheduled.

* Twelve Hour Shifts

- (b) For employees scheduled to work Christmas Day:
 - (i) pay the Employee double time for all hours and she/he shall have the holiday rescheduled; or,

- (ii) pay the Employee for all hours worked at their regular rate, place equivalent hours in their time in lieu bank and have their holiday rescheduled.
- (c) Overtime shall be at the rate of double time for all hours worked in excess of the Employee's scheduled shift on all statutory holidays and Christmas Eve (1700 to 2400).

23.3 **Compensation When Not Scheduled to Work**

- (a) If a holiday falls on a Full-Time Employee's scheduled day off, she/he shall be given an alternate day off within forty-five (45) days. Whenever possible, the alternate day off shall be given immediately preceding or following the Employee's regular days off.
- (b) The alternate day may be scheduled at another time if the Employer and Employee mutually agree. If the alternate day off is not given within forty-five (45) days, payment shall be made at the overtime rate. If the Employee requests that the alternate day be given after the forty-five (45) day period, the overtime rate shall not apply.

23.4 **Christmas-New Year's Scheduling**

- (a) Each Employee shall be granted as a holiday either Christmas Day or New Year's Day off, unless mutually otherwise agreed. Each Employee shall have five (5) consecutive days off, and this period shall include either Christmas Day or New Year's Day. Where this practice is not possible, an alternative shall be worked out between the Employees and the designated Employer representative. An Employee scheduled to work on Christmas Day shall not be scheduled to work New Year's **Eve**, **New Year's Day** or the night shift on January 2nd unless mutually otherwise agreed. An Employee scheduled to work New Year's Day shall not be scheduled to work on Christmas **Eve**, **Christmas Day**, or Boxing Day. To accommodate staffing over the Holiday season it may be necessary to schedule two (2) consecutive weekends on duty to be preceded or followed by two (2) consecutive weekends off duty.
- (b) The foregoing provision only applies to those Employees who do not receive both Christmas Day and New Year's Day off.
- (c) Employees who request to switch to eight (8) hour shifts for the whole Christmas – New Year's time period **shall have their requests granted**, where operational requirements permit.

23.5 **Compensation for Working on an Unscheduled Holiday**

- (a) If an Employee is requested to work on a holiday, without at least **forty-eight (48)** hours notice, and works, she/he shall receive pay for that day at the double time rate and she/he shall have her/his holiday rescheduled.

- (b) If an Employee is requested to work on Christmas Day **or New Year's Day**, without at least **forty-eight (48)** hours notice, and works, she/he shall receive pay for that day at triple the regular hourly rate and she/he shall have her/his holiday rescheduled.

23.6 **Compensation for Casuals for Working a Holiday**

Notwithstanding the foregoing provisions, Casual Employees who are requested to work on a holiday, and work, shall be paid for that day at the applicable overtime rate but shall not have the holiday rescheduled.

23.7 **Part-Time Employees**

Part-Time Employees are entitled to paid statutory holidays on a proportionate basis to time worked. A Part-Time Employee shall have her/his 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 on March 31st of the fiscal year in which the statutory holidays were earned. 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.

23.8 **Compensation for Work on Rescheduled Holiday**

When an Employee is requested to work on a rescheduled holiday without at least **forty-eight (48)** hours notice and works, the Employee shall be compensated at the overtime rate and shall have the holiday rescheduled.

ARTICLE 24 SICK LEAVE

24.1 **Purpose for Sick Leave**

Sick leave is provided to enable Permanent Employees to be absent during periods of illness without suffering financial loss of their regular wages.

24.2 **Accumulation of Sick Leave**

- (a) Each Full-Time Employee shall accumulate sick leave credits at the rate of one and one-half (1 ½) working days per month for each calendar month to a maximum of two hundred fifteen (215) working days. **Part-time Employees shall accumulate sick leave credits on a prorated basis to time paid.**
- (b) Employees with the maximum accumulation of sick leave credits shall continue to earn credits during the current fiscal year at the regular accumulation rate. Such credits may be used for any illness or injury occurring in the current fiscal year. Any surplus over the maximum accumulation will be eliminated at the end of each fiscal year.

24.3 **Computing Credits While on Leave**

For the purpose of computing sick leave accumulation, all leave with pay, including days on which the Employee is absent from work while receiving Worker's Compensation benefits, shall be counted as working days.

24.4 **Reporting of Illness**

In any case of absence due to sickness or accident, the matter must be reported as soon as possible to the designated Employer representative in the worksite.

24.5 **Treatment of Holiday While on Sick Leave**

When a holiday under Article 23 occurs while an Employee is on paid sick leave, no deduction from the accumulated sick leave credits shall be made for that day. When an employee is scheduled to work on a statutory holiday but becomes ill within forty-eight (48) hours of the scheduled shift, she/he shall be entitled to use her/his sick leave and shall have the statutory holiday rescheduled.

24.6 **Proof of Illness**

- (a) 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.
- (b) In cases of an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of sickness **until such time as the issue has been resolved.**

24.7 **Medical Appointments for Employees**

Employees should attempt to book appointments on a day off or during their off duty hours. When this is not possible, sick leave with pay shall be granted to Permanent Employees provided forty-eight (48) hours notice is given by the Employee (which will be waived by the Employer if an emergency exists), for the following:

- (a) routine medical and/or dental appointments not to exceed two (2) hours; and
- (b) minor medical and/or surgical procedures not to exceed four (4) hours.

24.8 **Confidential Disclosure**

If an employee does not wish to disclose the nature of her/his illness on the sick leave application form, the Employer will accept a separate written or oral statement as to the nature of the illness. Such statements shall be treated as confidential.

24.9 **Illness During Working Hours**

An Employee who becomes ill during working hours and is unable to continue work, and who has completed one-half or more of the shift, shall receive pay for the remainder of the shift or work day at her/his regular rate of pay without deduction from sick leave **once in any fiscal year**. The Employee shall be permitted to see a doctor during working hours to determine the seriousness of the illness. The designated Employer representative shall be notified prior to leaving work due to illness.

* This Article shall also apply to Employees working a twelve (12) hour shift.

24.10 **Addiction Treatment**

Where an illness is considered by the Employer to be caused due to the use of alcohol or other drugs and where the Employee concerned voluntarily selects or is directed to undertake a full treatment and rehabilitation program, the Employee will be granted sick leave with pay in accordance with the Agreement.

24.11 **Medical Appointments Requiring Travel**

Each Employee shall be allowed a sick day(s), or necessary portion thereof, to travel to another area for a medical/dental appointment for herself/himself or a member of her/his immediate family. A medical certificate shall be provided upon request. This is to be granted as the need arises, and not to exceed twenty-two and one half (22.5) hours per year. Employees should attempt to book appointments on a day off or during their off duty hours.

24.12

Extended Sick Leave

- (a) When an Employee has used up all her/his accumulated sick leave and is still unable to work, leave of absence without pay shall be granted up to twelve (12) months.
- (b) If at the end of this period the Employee's physical condition is such that she/he is unable to return to work, then the Employee shall be medically laid off by the Employer.
- (c) No medical lay-off shall occur before alternate accommodated employment has been explored under Article 26.
- (d) In the event a reasonable accommodation is not possible, the Employee shall be medically laid-off and the Employee shall have the option to:
 - i) accept the medical lay-off, subject to recall rights pursuant to article 33.8; or
 - ii) apply for severance pursuant to article 34.6.
- (e) In the event the Employee elects to retain recall rights, the Employee shall be entitled to claim severance at the conclusion of the recall period (article 33.8(b)) if she/he has not been awarded or placed in a position. Alternatively, an Employee may elect during the recall period to collect any severance and waive her/his right to recall.

ARTICLE 25 INJURED ON DUTY

25.1 Application of the Workers Compensation Act

All Employees shall be covered by the *Workers Compensation Act*. An Employee prevented from performing her/his regular work with the Employer as a result of an occupational accident that is covered by the *Workers' Compensation Act* shall receive injury on duty leave without pay for the period the Employee is in receipt of Workers' Compensation Benefits.

25.2 Sick Leave During Waiting Period

An Employee who has filed a claim under the *Workers' Compensation Act* shall be granted 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 will be re-credited to the Employee's sick leave bank.

25.3 **Top Up of WCB Benefits by Employer**

Notwithstanding Article 25.1, in the event that the salary of an Employee, at the time of a claim under the *Workers' Compensation Act*, exceeds the maximum annual earnings established by regulation, the Employer shall, during the period the Employee is in receipt of temporary earnings loss benefits, continue to pay the Employee an amount equal to 80% (85% after 38 weeks) of net income on a bi-weekly basis on that portion of salary which is in excess of the maximum earnings recognized by the Workers' Compensation Board. The calculation of net pay entitlement shall be made in the same manner as the calculation made by the Workers' Compensation Board.

25.4 **Continuation of Group Insurance and Pension Contributions**

When an Employee is in receipt of Workers' Compensation Board benefits for a full pay period or more, the Employer will pay, during the period while the Employee is receiving temporary earnings loss benefits pursuant to the *Workers' Compensation Act*, the full costs of the Employee's premiums where the Employee prior to her/his injury participated in Group Life, Group Medical and Group Long Term Disability Insurance Plans described in Article 12 and will make the Employee's pension contributions.

25.5 **No Charge against Sick Leave or Vacation**

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

25.6 **Continuation of Benefits**

An Employee who is receiving compensation under the *Workers' Compensation Act*, shall continue to earn the benefits of this Agreement, save and except statutory holidays.

25.7 **Leave with Pay for Missed Portion of Day/Shift**

An Employee who is injured during working hours, and is required to leave for treatment, shall receive payment for the remainder of the shift at her/his regular rate of pay, without deduction from sick leave, unless the attending physician states that the Employee is fit for further work on that shift.

* This Article shall also apply to Employees working a twelve (12) hour shift.

25.8 **Duration of Injury on Duty Leave**

Injury on duty leave shall not exceed fifteen (15) months and shall be reviewed at the conclusion of the leave with the Workers' 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 she/he occupies, then the employment of the Employee may be terminated by the Employer. No termination shall occur before alternate accommodated employment has been explored under Article 26. The provisions of Article 34 shall apply for eligible Employees.

25.9 **Delayed or Rejected Compensation Claims**

- (a) Pending the initial decision of a Workers Compensation claim, a Permanent Employee shall continue on payroll and shall be paid at the level which is equivalent to her/his entitlement under the *Workers Compensation Act*. When the claim is processed, the Employee agrees to repay the amount equivalent to the amount paid by the Employer pending the processing of the claim. If the claim is not approved, the Employee will be entitled to apply for sick leave, with any required retroactive adjustment to be made to the Employee's sick leave pay or sick bank.
- (b) A Temporary Employee may be eligible for a Workers' Compensation Benefit advance in accordance with (a) if they have sufficient sick leave accrued to cover any possible recapture in the event their Workers' Compensation Benefit claim is denied.

ARTICLE 26 DUTY TO ACCOMMODATE

26.1 **Duties of Employer**

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

26.2 **Accommodation Process**

- (a) In exploring accommodation options, the parties shall first determine whether reasonable modification of duties, methods or the work environment will enable the disabled employee to perform the essential functions of her/his current position.

- (b) Where no reasonable modifications are available, accommodation may include, but not be limited to, reduction of hours of work, change in a work unit or site, provisions of tools or equipment, retraining or reassignment/transfer to a vacant position.

26.3 **Union Involvement**

The Union acknowledges its duty to co-operate and assist the Employer in developing accommodation options for an Employee with a disability. The Employer shall inform the Union of all accommodations which adversely affect other members of the bargaining unit or which require a waiver of a Collective Agreement provision.

26.4 **Cooperation of Employee**

An Employee with a disability seeking accommodation has a duty to co-operate and assist the Employer in developing a suitable accommodation.

26.5 **Priority for Work**

An Employee who has suffered a disability or through advancing years is unable to perform her/his duties shall be given priority to any available work for which she/he is qualified and which she/he is capable of performing, at the wage rate for the position to which she/he is assigned.

26.6 **Pay Protection for Injuries at Work**

If an Employee who has been injured at work is accommodated by assignment to a position which has a lower pay, the Employee shall continue to be paid at her/his previous pay rate immediately prior to the injury, for a period of twelve (12) months.

ARTICLE 27 LEAVE OF ABSENCE

27.1 **General Leave**

The Employer may authorize leave of absences either:

- (a) with pay in exceptional circumstances; or
- (b) without pay,

for reasons other than those stated below. Such leaves will not be unreasonably withheld.

27.2

Union Leave

- (a) Provided the Employer receives forty-eight (48) hours written notice, leave of absence with pay shall be granted to any Employee elected or appointed to participate in any activities of the Union. The Union shall reimburse the Employer for the wages paid to the Employee. The Employer shall invoice the Union within sixty (60) days of the end of the month in which the leave occurred. Payment shall be made within thirty (30) days of receipt of the invoice by the Union.
- (b) **A representative** selected by the Union to represent **Employees** shall be granted leave of absence with pay **to attend meetings with members and the Employer. These meetings may include but not be limited to the investigation of** complaints from members, **disciplinary actions,** processing grievances or attendance at arbitration hearings or other forms of alternate dispute resolution.
- (c) Any Employee who is elected to a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay by the Employer for a period of one (1) term of office. Such leave shall be renewed, on request, should the Employee be elected to a subsequent term(s) of office. Reimbursement for wages and benefits shall follow the process outlined in 27.2(a).
- (d) Notwithstanding Article 27.4, the seniority of such Employee in Article 27.2(c) shall be retained and accumulated on the basis of hours of service in the position with the Union or affiliated body. In addition, the Employee will be credited with service equivalent to the seniority hours and shall continue to participate in the pension plan and all group benefits in Article 12; however, there shall be no accumulation of benefits during the period of leave.

27.3

Public Office Leave

The Employer recognizes the rights of Employees to participate in public affairs. Therefore, upon written request, the Employer shall grant leave of absence without pay to enable Employees to be candidates in federal, provincial or municipal elections. If elected, the Employee shall be granted a leave of absence for one (1) full term of office, and the Employer may post the position for the full term of office, notwithstanding the twelve (12) month limitation in Article 17.1.

27.4

Treatment of Seniority, Benefits and Return to Position

Unless expressly stated otherwise, when an Employee has been granted a leave of absence without pay her/his seniority is retained but not accumulated. The Employee is

not entitled to statutory holidays and does not accumulate vacation leave, sick leave or any other benefits measured by length of service. Upon completion of leave, the Employee shall be placed in her/his former position or, if that position no longer exists, a similar position. If such employment is not available, Article 33 shall apply.

27.5 **Notice of Return from Leave**

When the Employee wishes to return to her/his position, she/he shall give the Employer advance notice of three (3) weeks. She/he shall be placed in her/his former position or, if that position no longer exists, a similar position. If such employment is not available, Article 33 shall apply.

27.6 **Court Appearances**

- (a) The Employer shall grant paid leave to Employees, other than Employees on leave without pay, who serve as jurors or are subpoenaed as witnesses in a court action, provided such court action is not in connection with the Employee's or Employee's family's private affairs.
- (b) The Employer may grant special leave without pay in cases where an Employee's private affairs require a court appearance.
- (c) An Employee in receipt of her/his regular earnings while serving at court shall remit to the Employer all monies paid to her/his by the court, excepting travelling and meal allowance not reimbursed by the Employer.
- (d) Time spent at court by an Employee in her/his official capacity shall be at her/his regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.

27.7 **Family Illness Leave**

Where no one other than the Employee can provide for the needs of an immediate member of her/his family during illness, the Employee shall be entitled, after notifying her/his immediate supervisor, to use a maximum of five (5) days leave with pay per illness to a maximum of fifteen (15) days per year. A medical certificate signed by a qualified medical practitioner is required when the leave exceeds one (1) day per illness. For the purpose of this Article immediate family means:

- (a) the parents, children, spouse; or
- (b) any relative residing in the same household of the Employee.

* Twelve Hour Shift

Where no one other than the Employee can provide for the needs of an immediate member of her/his family during illness, the Employee shall be entitled, after notifying her/his immediate supervisor, to use a maximum of three (3) days (33.75 hours) leave with pay per illness to a maximum of nine (9) days (101.25 hours) per year. A medical certificate signed by a qualified medical practitioner is required when the leave exceeds one (1) day per illness.

In cases of an established pattern of illness, the Employer reserves the right to request a medical certificate for any period of illness.

27.8 **Replacement for Leaves**

Each individual Employee will not be required to secure her/his own replacement for such leaves.

27.9 **Internal Leaves of Absence**

The Employer shall make reasonable attempts to backfill permanent employees who request leaves of absence from their permanent position to move to an internal temporary position with the Employer. Employees who resign their permanent position(s) due to a denial of an internal leave of absence request are not then permitted to move into temporary positions.

ARTICLE 28 EDUCATIONAL LEAVE, IN-SERVICE EDUCATION

28.1 **Necessity for Staff Development**

The Employer recognizes the necessity of staff development and education and shall grant leaves of absence for **educational** purposes approved by the designated Employer representative(s) **and subject to operational requirements.**

28.2 **Leave with Pay for Professional Development**

Employees authorized by the Employer to attend professional or technical provincial meetings and workshops shall be granted leave of absence with pay.

28.3 **Opportunities for Professional Development**

(a) The parties to this Agreement share a desire to improve professional standards by giving Employees the opportunity on occasion to participate in seminars,

workshops, or university courses, short courses or similar in-service programs to keep up to date with knowledge and skills in the respective fields.

- (b) An Employee may at any time apply for professional development under this clause setting out the nature of the proposed program of work along with such other information as may be requested. **The Employer's decision shall be based on operational requirements.**

28.4 **In-Service and Required Education**

- (a) Each worksite shall provide in-service education programs focused on the needs of the staff for the improvement of patient care. In those worksites without the services of an in-service **educator**, the designated Employer representative shall be responsible for the in-service program.
- (b) An Employee attending required education and in-service sessions deemed mandatory by the Employer shall be paid at the applicable hourly rate such that if these hours place them in an overtime situation, they shall receive pay or time off at the overtime rate, except when such attendance occurs during the Employee's scheduled hours of work. **The Employer shall attempt to schedule Employees for required education during the Employee's scheduled hours of work.**
- (c) **The Employer shall identify in advance the scheduled time for mandatory required education and in-service sessions. Employees will be compensated for the scheduled time of the education or the actual time it takes to complete the course, whichever is greater.**

28.5 **Return from Educational Leave**

An Employee returning to work from educational leave shall be reinstated to her/his previously held position or, if that position no longer exists, a similar position. If such employment is not available, Article 33 shall apply.

28.6 **Education Fund**

An Education Fund, funded by the Employer, shall be jointly administered by the Education Fund Committee. The monies will be distributed to the Education Fund Committee on the following dates in the following amounts:

- July 1, 2014 - \$350,000**
- July 1, 2015 - \$350,000**
- July 1, 2016 - \$350,000**
- July 1, 2017 - \$350,000**

These annual contributions shall be in addition to the normal established education funds provided by the Employer for mandatory and other Employer education.

ARTICLE 29 MATERNITY / PARENTAL / ADOPTION LEAVE

29.1 Employer to Grant Leave

The Employer shall grant to an Employee a leave of absence without pay for a period of up to fifty-two (52) consecutive weeks as maternity, adoption or parental leave.

29.2 Sick Leave During Pregnancy

Sick leave as per Article 24 will be granted to an Employee for medical complications associated with her pregnancy excluding normal delivery.

29.3 Notice to Employer

Not later than the twentieth (20th) week of her pregnancy, a pregnant Employee will inform the Employer of the anticipated commencement date of, and return from, leave.

29.4 Early Commencement of Leave

The Employer retains the right to require an Employee to commence maternity leave if the state of her health becomes incompatible with the requirements of her job, provided the Employer is not able to find the Employee suitable alternate temporary employment.

29.5 Supplements to Employment Insurance Benefits

The parties agree that Supplements to Employment Insurance (EI) for Maternity or Parental Benefits will be provided to **permanent** Employees who are presently on or who commence maternity, adoption or parental leave on or after the ratification date of this agreement. The Supplements to EI will be provided as follows:

- (a) An Employee who provides the Employer with proof that she has applied for and is eligible to receive maternity benefits under the provisions of the *Employment Insurance Act* shall be paid an allowance for fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the Employee is eligible to receive and **eighty**-five percent (85%) of her weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the EI benefits to which the Employee would have been eligible if no other earnings had been received during the period.

- (b) An Employee, other than an Employee who has received an allowance under Article 29.5 (a), who provides the Employer with proof that she/he has applied for and is eligible to receive parental benefits under the provisions of the *Employment Insurance Act* shall be paid an allowance for fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the Employee is eligible to receive and **eighty**-five percent (85%) of her/his weekly rate of pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in the EI benefit to which the Employee would have been eligible if no other earnings had been received during the period.
- (c) If both parents are Employees, the maximum entitlement period to either one or both parents shall not exceed fifteen (15) weeks.
- (d) The weekly rate of pay for a Part-Time Employee will be the average weekly salary earned in the twenty (20) week period prior to commencement of the EI claim.
- (e) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the Supplements to EI will be increased accordingly.

29.6 **Special Leave for Parent**

On the occasion of the birth or adoption of their child an Employee shall, upon request, be granted special leave with pay to a maximum of two (2) days.

* Twelve Hour Shift

On the occasion of the birth or adoption of their child an Employee shall, upon request, be granted special leave with pay to a maximum of two (2) days (22.5 hours).

This leave is intended for the parent who does not claim the benefits in Article 29.5(a).

29.7 **Continued Accumulation of Seniority**

An Employee who is granted maternity, parental or adoption leave shall continue to accumulate seniority on the basis of such Employee's normally scheduled hours of work.

29.8 **Placement Upon Return From Leave**

An Employee returning to work from leave granted under this Article shall be placed in her former position or, if that position no longer exists, a similar position. If such employment is not available, Article 33 shall apply.

ARTICLE 30 COMPASSIONATE LEAVE AND COMPASSIONATE CARE LEAVE

30.1 Leave in the Event of the Death of a Loved One

- (a) An Employee shall be granted five (5) regularly scheduled consecutive work days leave, provided the days are taken within seven (7) days of the death, without loss of pay and benefits in the case of the death of the following members of her/his immediate family:
- parent or step-parent (parent includes a natural parent, guardian, foster parent and any person(s) standing in *loco parentis*);
 - spouse; or,
 - child, step-child or ward of Employee, including the child of a common-law spouse.
- (b) An Employee shall be granted three (3) regularly scheduled consecutive work days leave, provided the days are taken within seven (7) days of the death, without loss of pay and benefits in the case of the death of the following members of her/his immediate family:
- brother, sister, step-brother, step-sister, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or any relative permanently residing with the Employee.
- (c) In Articles 30.1(a), and (b) if an Employee is on vacation leave at the time of bereavement, the Employee shall be granted compassionate leave and be credited the appropriate number of days to vacation leave.
- * Twelve Hour Shift
The maximum regularly scheduled consecutive work days leave in this Article shall be thirty-three and three quarter (33.75) hours.
- (d) Where there are exceptional circumstances, or where a funeral or memorial/burial service is to take place in a distant area and travel time is required, a further extension not exceeding two (2) working days with pay may be granted on request by the Employee.
- * Twelve Hour Shift
The further extension referred to above shall not exceed one (1) day (11.25 hours).

- (e) One (1) day shall be granted with pay to attend the funeral or memorial/burial service of an aunt, uncle, nephew, niece, great-grandchild or great-grandparent, or in the case of an Employee scheduled to work nights, for the purpose of resting prior to or after attending the funeral or memorial/burial service.

* Twelve Hour Shift

One (1) day (11.25 hours), shall be granted with pay to attend the funeral or memorial/burial service of an aunt, uncle, nephew, niece, great-grandchild or great-grandparent, or, in the case of an Employee scheduled to work nights, for the purpose of resting prior to or after attending the funeral or memorial/burial service.

- (f) In exceptional circumstances, or in the event a memorial/burial service is to take place at a later date, upon request, an Employee shall be permitted to carry over one (1) day from their granted leave under this Article.
- (g) One-half (½) day shall be granted, without loss of pay and benefits, to attend a funeral or memorial/burial service as a pallbearer, flower bearer or reader. Wherever possible, the remainder of the shift shall be granted as time off in lieu at the request of the Employee.

30.2

Leave for Seriously Ill Family Member

- (a) One (1) day's special leave with pay for serious illness in the immediate family as in 30.1(a) and (b), on the Employee's certification of illness **shall not be unreasonably withheld**. Where special leave in excess of one (1) day is needed, a medical certificate signed by a qualified medical practitioner is required. Maximum to be allowed is three (3) days without loss of pay. Where the illness occurs outside the province, an additional extension not to exceed two (2) days provided that entitlement shall depend on particular circumstances.

* Twelve Hour Shift

One (1) day (11.25 hours) special leave with pay for serious illness in the immediate family as in 30.1 (a) and (b) on the Employee's certification of illness **shall not be unreasonably withheld**. Where special leave in excess of one (1) day is needed, a medical certificate signed by a qualified medical practitioner is required. Maximum to be allowed is two (2) days (22.5 hours) without loss of pay. Where the illness occurs outside the province, an additional extension not to exceed one (1) day (11.25 hours) provided that entitlement shall depend on particular circumstances.

- (b) Leave of absence without pay for compassionate care reasons shall be provided according to the PEI *Employment Standards Act*.

ARTICLE 31 ADVERSE WEATHER CONDITIONS

31.1 No Closure Due to Storm

The Employer will not be closed due to storm conditions, and as such, all Employees are expected to report for duty and remain at their work stations without exception.

Appendix “N” shall apply.

31.2 Time Lost Due to Absence or Lateness

Time lost by an Employee as a result of absence or lateness due to storm conditions or because an Employee finds it necessary to leave prior to the end of the normal day or shift must be:

- (a) made up by the Employee at a time agreed upon between the Employee and her/his immediate supervisor; or
- (b) charged to the Employee’s vacation, accumulated overtime, or holiday time should such an entitlement exist; or
- (c) otherwise deemed to be leave without pay,

31.3 Similar Treatment for All Employees

All Employees shall receive similar treatment. No discrimination is to be practiced regarding individual or personal situations, i.e. place of residence, family responsibilities, transportation problems or car pools. Employees who can anticipate individual or personal problems that may result in 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.

31.4 Reasonable Lateness

Notwithstanding Article 31.2, reasonable lateness beyond the beginning of an Employee’s starting time shall not be subject to the provisions of Article 31.2 where lateness is justified by the Employee being able to establish to the satisfaction of the Employer that every reasonable effort has been made by the Employee to arrive at her/his work station at the scheduled time. No arbitrary limits shall be placed on reasonable lateness.

ARTICLE 32 RESIGNATION FROM EMPLOYMENT

32.1 Notice of Resignation

All Employees shall give the Employer four (4) calendar weeks written notice of intention to resign. This time limit may be varied by mutual agreement between the Employee and the Employer.

32.2 Benefit Reinstatement upon Re-employment

When a Permanent Employee resigns from her/his employment with the Employer and within ninety (90) days is re-employed in a permanent position with the Employer, the Employee will be entitled to reinstatement of the following benefits:

- (a) salary step earned and increment date;
- (b) accumulated sick days;
- (c) accumulated retiring allowance days; and
- (d) length of vacation entitlement.

ARTICLE 33 LAYOFFS AND RECALL OF EMPLOYEES FROM PERMANENT POSITIONS

33.1 Definition of Layoff

Layoff shall mean:

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

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

33.2 Workforce Adjustment Committee

In the event of layoff of Employees, the Employer and the Local(s) shall form a Workforce Adjustment Committee to establish and implement, in consultation with the Union, such procedures as deemed necessary.

33.3 **Role of Seniority**

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

33.4 **Notification of Layoff**

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

33.5 **Employee Options**

An Employee who has received notification of layoff may elect to:

- (a) displace (bump) an Employee with less seniority in the same or lower paid classification, provided she/he is qualified to do the work, and shall notify the Employer and the Local of her/his decision to do so within ten (10) working days of the layoff notice; or,
- (b) apply for severance pay and waive the right to recall; or,
- (c) accept layoff with recall rights; or
- (d) accept transfer to a vacant position; or
- (e) retire, if eligible.

33.6 **Displacement (Bumping)**

The Employer shall provide any Employee who exercises bumping rights with written notice of transfer to her/his new position. Any Employee displaced by such transfer shall be provided with written notice of layoff in accordance with Article 33.4.

33.7 **Red Circling (Pay Rate Protection)**

When an Employee bumps [33.5 (a)] or transfers [33.5 (d)] into a position with a lower maximum rate of pay, the Employee shall continue to receive her/his previous rate of pay until such time as the maximum rate of pay for the new position exceeds her/his rate of pay at the time of bumping or transfer.

33.8

Recall Rights

- (a) A Permanent Employee who elects to accept a lay-off with recall rights [33.5 (c)] shall be placed on the recall list for eighteen (18) months from the effective date of the layoff.
- (b) An Employee who is medically laid off as a result of illness or injury pursuant to article 24.12 shall be eligible to have their name placed on the recall list for a period of eighteen (18) months from the date the Employee indicates she/he is capable of returning to work. Such indication must be received by the Employer within two (2) years from the date of the medical lay-off. The provisions of article 26 (Duty to Accommodate) shall apply to a medically laid-off Employee on recall.
- (c) Employees on recall are entitled to apply for any job vacancy arising out of a job posting.
- (d) No Employee without permanent status will be hired until those on recall have been given an opportunity for re-employment in positions for which they are qualified.
- (e) Permanent Employees on layoff shall have first right of refusal to any available casual work. A laid off Employee recalled for temporary or casual work shall not be entitled to further notice of layoff but shall have the full recall period renewed. Such Employee shall accrue seniority and any benefits measured by length of service for all hours worked in temporary work or casual shifts.
- (f) Employees with recall rights are entitled to the benefits of Article 12.1 and 12.2 of the Collective Agreement.
- (g) Recall rights will lapse if the layoff lasts more than eighteen (18) months, unless renewed pursuant to Article 33.8 (d).

ARTICLE 34 SEVERANCE PAY

34.1

Entitlement

- (a) Severance pay shall be paid to eligible Employees who have five (5) or more years of continuous service when their employment is terminated by or because of layoff as outlined in Article 33.1. Payment will be made following the completion of the eighteen (18) month recall period or at any time during the eighteen (18) month period provided the Employee waives her/his right to recall.

For the purpose of this Article, continuous service means calendar years of uninterrupted employment in a permanent position with the Employer; and

- (b) Severance pay shall be paid to eligible Employees who have ten (10) or more years of service when their employment is terminated by reason of death.

34.2 **Calculation**

Severance pay shall be calculated on the basis of seventy-five (75) hours pay for each nineteen hundred and fifty (1950) hours of service to a maximum of nine hundred and seventy-five (975) hours.

34.3 **Not in Addition to Retirement Allowance**

Severance pay is not payable in addition to Retirement Allowance as provided in Article 35 of this Agreement.

34.4 **Right to Defer for Tax Purposes**

An Employee who is eligible for severance pay may choose to immediately receive payment or defer receipt until the beginning of the next tax year.

34.5 **Claimant in Death Situation**

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

34.6 **Severance on Layoff Due to Disability**

An Employee with continuous service of ten (10) years or more who requests, or is required by the Employer to discontinue employment, and cannot be accommodated under Article 26 of this Collective Agreement, for reasons of permanent disability or permanent ill health, shall be granted severance where:

- (a) The parties mutually agree;
- (b) An Employee is permanently disabled and is unable to return to work. Where permanent disability or permanent ill health of an Employee has been established under the *Workers' Compensation Act* or the *Canada Pensions Act*, the Employee shall be deemed to be eligible for severance; or;
- (c) The Employee has been terminated pursuant to Articles 24.12 or 25.8.

ARTICLE 35 RETIREMENT AND RETIREMENT ALLOWANCE

35.1 Ability to Retire

- (a) An Employee may retire under the terms of the applicable pension plan.

Ability to Draw Pension

- (b) Employees who have retired may simultaneously draw pension benefits and work as Casual **or Temporary** Employees, subject to the terms and conditions of the pension plan.

35.2 Entitlement to Retirement Allowance

A Permanent Employee who, upon retirement, has ten (10) years or more of continuous service and has attained the age of fifty-five (55) years, is eligible for retirement allowance.

For the purpose of this Article continuous service means calendar years of uninterrupted employment in a permanent position with the Employer.

35.3 Calculation

The Employer shall pay the Employee retirement allowance equal to thirty-seven and one-half (37.5) hours for each nineteen hundred fifty (1950) hours of service but not exceeding nine hundred seventy-five (975) hours pay at the regular rate of pay.

35.4 No Retirement Allowance for Dismissal or Resignation

No retiring allowance shall be granted under this Article to an Employee who is dismissed or resigns from the employ of the Employer.

35.5 Payment to Estate

Retirement allowance, if uncollected by the Employee, will be paid to the beneficiary or estate.

35.6 Deferral for Taxation Purposes

An Employee who is eligible for retirement allowance may elect to immediately receive it or defer receipt until the beginning of the next calendar year, but receipt may not be deferred beyond the end of the fiscal year in which the amount is payable.

35.7

Pre-Paid Retirement Leaves

- (a) A Permanent Employee who has ten (10) or more years continuous service, has attained the age of fifty five (55) years and who would be eligible for retirement allowance may, subject to approval, use their accrued retirement allowance towards a maximum of three (3) paid pre-retirement leaves. Each leave shall be for a maximum of twenty (20) working days. Employees must make an advance application for approval of a pre-retirement leave.
- (b) The granting of such leaves shall be subject to the Employer being able to replace the Employee in their absence. Any leave accessed under this provision shall reduce the retirement allowance ultimately paid to the Employee on a day for day basis.
- (c) In the event that an Employee fails to qualify for retirement allowance upon termination of employment, any monies paid under this section shall be reimbursed to the Employer.

ARTICLE 36 SAFETY AND HEALTH

36.1

Adherence to *Occupational Health and Safety Act*

The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The Employer and the Union will adhere to the *Occupational Health and Safety Act* to ensure the safety and health of all Employees. Protective devices, equipment, clothing and appropriate training shall be provided by the Employer where required by the Act. It is mutually agreed that the Employer, Employees and the Union shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.

36.2

Preventative Measures for Infectious Diseases

The Employer shall implement appropriate preventative measures for those Employees in contact with known infectious diseases where medically necessary. The Employer will ensure that adequate stocks of appropriate personal protective equipment are available to Employees at short notice in the event there are reasonable indications of the emergence of a pandemic.

36.3 **Joint Health and Safety Committees**

The Union shall be entitled to select a representative to each Joint Health and Safety Committee established and time spent by such representative at meetings, or in the performance of any other committee functions, shall be considered time worked at the regular rate of pay.

ARTICLE 37 PROFESSIONAL PRACTICES COMMITTEE

37.1 **Establishment of Committees**

The Employer and the Union agree to the establishment of Professional Practices Committees. The parties acknowledge that such Committees shall be established on a worksite basis except where otherwise agreed.

37.2 **Composition of Committee**

The Committee shall be composed of the Local President and/or worksite representative and one or more representatives of the worksite and the Director of Nursing or designate and one or more representatives of administration as required. Each party shall appoint its own representatives to the Committee. The Local President or worksite representative and the Director of Nursing or designate shall alternate as Chair of the Committee.

37.3 **Purpose of Committee**

The purpose of the Committee shall be to discuss all matters of concern between the parties. It is recognized that these concerns may be raised through verbal presentation and/or written documentation.

37.4 **Work Situation Reports**

Nursing staff, as individuals or groups, who believe they cannot adequately and safely care for patients because of the workload may file a Work Situation report (**see Appendix "P"**) by fully completing the appropriate form and delivering a copy to the appropriate supervisor **within one (1) week of the situation occurring. The appropriate supervisor shall acknowledge receipt in writing within one (1) week.** The completed form shall be forwarded to the Local President or worksite representative in a timely manner. The Committee shall consider the report and make recommendations.

37.5

Responsibilities of Committee

The Committee shall be responsible for:

- (a) defining problems;
- (b) developing viable solutions to such problems;
- (c) recommending the proposed solutions to the appropriate authority;
- (d) evaluating the outcomes.

37.6

Procedures of Committees

- (a) The Committee shall meet on a regular basis as determined by the Employer and the Local President or worksite representative and any other time at the call of either party.
- (b) This Committee shall be advisory in nature and shall not substitute for staff or management meetings or the normal lines of communication in effect.
- (c) Minutes shall be kept of all meetings and copies shall be provided to the applicable Local President by the Union Representative on the Committee.
- (d) The Committee shall communicate a written response to any Employee(s) who files a Work Situation report. **The committee will endeavour to provide a response within one hundred and twenty (120) days following the date the report was completed by the Employee.**
- (e) Unresolved issues from previous meetings of the Committee shall be highlighted and reviewed at the next meeting of the Committee.
- (f) In the event that an issue(s) remains unresolved after three (3) meetings of the Committee, either party may request and shall have the right to present the issue(s) to the Director responsible for the facility or service. The Union shall be notified of any unresolved issues by the Union Representative on the Committee.
- (g) The Director responsible for the facility or service shall reply to the Committee in writing within thirty (30) days specifying the action(s) it is prepared to take in respect of the issue(s) referred. A copy of the reply shall be provided to the Union by the Union Representative on the Committee.

- (h) Time spent by Employees at meetings and in carrying out the functions of the Committee shall be considered time worked, and shall be cost shared equally between the parties.

37.7 **Attendance at Annual Meetings (ARNPEI, etc.)**

The Employer shall allow a total of fifteen (15) members identified by the Union representatives on the Professional Practices Committees to attend the Annual Meeting of the Association of Registered Nurses of Prince Edward Island. Attendance at the Annual Meeting or Annual Conference shall be considered time worked. The distribution of the fifteen (15) members shall be at the Union's discretion.

37.8 **Appropriate Staffing Levels**

The Employer agrees to ensure appropriate staffing levels to provide safe and effective care to patients/residents and to secure a safe working environment for Employees.

ARTICLE 38 CORRESPONDENCE

- 38.1 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the CEO of Health PEI or delegate of the Employer and the President or delegate of the Union.

ARTICLE 39 RESPONSIBILITY FOR CONTINUANCE OF OPERATIONS

39.1 **No Strike**

The Union agrees that during the life of this Agreement, there shall be no strikes, suspension or slowdown of work, picketing or any other interferences with the Employer's business and to this end the Union will take affirmative action to prevent any Employee covered by this Agreement from going on strike or suspending or slowing down her/his work or picketing or otherwise interfering with the Employer's business.

39.2 **No Lockout**

The Employer agrees that there shall be no lockout of Employees during the life of this Agreement.

39.3 **Attendance at Work**

The Union agrees to cooperate with the Employer in securing punctual and regular attendance at work.

ARTICLE 40 MERGER AND AMALGAMATION

40.1 Notice to Union – Merger with Another Employer

Should the Employer merge, amalgamate or combine any of its operations or functions with another Employer not a party to this agreement as a result of an Order in Council, Statutory Enactment or Regulatory Enactment, the Employer agrees to give the Union notice in writing one hundred and eighty (180) days prior to implementation of same.

40.2 Notice to Union – Merger Between Worksite/ Work Unit

(a) Should the Employer merge, amalgamate, transfer or combine any of its operations or functions from one worksite to another, the Employer agrees to give the Union notice in writing sixty (60) days prior to the implementation of the above.

(b) **Should the Employer merge, amalgamate, transfer or combine any of its operations or functions from one work unit to another in a manner that has a material impact on the Employees, the Employer agrees to give the Union notice in writing sixty (60) days prior to the implementation of the above.**

40.3 Discussions Between Parties – Affected Employees

Discussion between the parties will commence within ten (10) days of receipt of such notice by the Union and every reasonable effort will be made to provide continuous employment in their previous classification, for Employees affected in the bargaining unit. In the event that such takeover is:

- (a) in accordance with Article 40.1, any Employee affected shall, on the basis of qualifications and seniority, be offered alternate employment in their previous classification, if available, with their present Employer or with the Employer assuming the operations and functions;
- (b) in accordance with Article 40.2, any Employee affected shall, on the basis of qualifications and seniority, be offered alternate employment in their previous classification, if available, in their present work site or in the work site assuming the operations or functions; and,
- (c) if alternate employment under (a) or (b) is not available, the lay-off shall be in accordance with Article 33.
- (d) If as a result of changes initiated under 40.1 or 40.2 an Employee is required to transfer from one worksite to another, the provisions of Article 16.2 (Transfer Article) shall apply.

ARTICLE 41 EMERGENCY

41.1 All Employees covered by this Agreement shall report to duty when an emergency has been declared by the CEO of Health PEI or delegate. Emergency shall mean any situation where the good and welfare of the patients/clients require such measure or where the community is threatened.

41.2 Participation in the Disaster Plan Exercises organized by the Emergency Measures Organization or the Employer shall be considered a responsibility of both the Employer and its Employees as a matter of good citizenship in the public interest. Employees who are not on duty when the exercise occurs are expected to volunteer their services for this purpose. No disciplinary action shall be taken against any Employee as a result of the wording of this Article.

ARTICLE 42 DRESSING ROOMS

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

ARTICLE 43 PARKING

43.1 The parties agree that parking fees for Employees shall not be implemented during the term of this Agreement.

ARTICLE 44 MEETINGS AT WORKSITES

44.1 Union Meetings

Permission may be granted by the Employer for Union meetings to be held at the Employer's worksites.

44.2 Union Education Functions

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, or lectures to be held during the Employee's lunch period or following the regular work day.

ARTICLE 45 BULLETIN BOARDS

45.1 Designated bulletin board(s) shall be made available for the posting of Union notices.

ARTICLE 46 EMPLOYER-EMPLOYEE BARGAINING COMMITTEE

46.1 Committee Representatives

The Union and the Chair of the Employer's Negotiation Committee shall advise each other of the members selected to their respective Committees at least thirty (30) days prior to the date on which negotiations are to commence. The number of Employees on the Union's Negotiating Committee shall not exceed eight (8) plus the PEINU President and Executive Director.

46.2 Attendance at Bargaining Meetings

The Employees designated pursuant to Article 46.1 shall have the right to attend all bargaining meetings with the Employer with pay. Each day at the bargaining table shall be considered seven and one-half (7.5) hours worked.

ARTICLE 47 DISCIPLINE

47.1 Just Cause Necessary

No Employee who has completed the probationary period shall be disciplined except for just cause.

47.2 Access to Union Representation

When an Employee is requested to meet with the Employer or designate on a matter that will probably lead to discipline of that Employee, the Employer or designate will inform the Employee of the right to have a Union Representative present. Where administratively feasible, the Employee shall be given not less than twenty-four (24) hours notice of such meeting.

47.3 Disciplinary Time Frames and Procedures

(a) Any disciplinary suspension or discharge of a Permanent Employee or a suspension of a Temporary Employee must occur within twenty (20) working days of the event(s) giving rise to such discipline or of the date the Employer first becomes aware of the event(s). In the event these time lines are not followed, no discipline shall be instituted or such discipline shall be withdrawn, whichever is

appropriate and this discipline shall not become part of the Employee's work record or used against her/him. The Employee shall be given the reason for the discipline and provided with a written copy of same in the presence of a Union Representative and the Union shall receive a copy within seven (7) working days thereafter.

- (b) In the event that the Employer determines that a Casual Employee shall no longer be called for work, the Employee shall be notified in writing of the reason within twenty (20) working days of the Employer's decision, with a copy to the Union.
- (c) In the event a Temporary Employee is discharged from a temporary position, the Employee shall be notified in writing of the reason within twenty (20) working days of such discharge, with a copy to the Union.
- (d) In the event the Employer deems it necessary to censure an Employee with a written reprimand, the Employer shall within twenty (20) working days thereafter, give written particulars to the Employee, with a copy to the Union. If this procedure is not followed, such expression of dissatisfaction shall not become part of the Employee's work record or be used against her/him at any time. The Employee shall have the option of providing a written reply. The Employee's reply to such reprimand shall become part of her/his record.

47.4 **Unjust Suspension or Discharge**

When a Permanent Employee has been unjustly suspended or discharged, or a Temporary Employee has been unjustly suspended she/he shall be immediately reinstated in her/his former position without loss of seniority. The Employee shall be compensated for all time lost in an amount equal to her/his normal earnings during the pay period 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 Board of Arbitration, if the matter is referred to such a Board. Any monies earned by an Employee during a period of suspension or discharge shall not be deducted from any award made under this Article.

47.5 **Personnel Files**

- (a) There shall be only one (1) recognized personnel file for each Employee.
- (b) The record of any Employee shall not be used against her/him at any time after eighteen (18) months following the serving of a suspension or disciplinary action, including letters of reprimand, provided no further disciplinary action has been recorded during this period.

- (c) Upon the expiration of the eighteen (18) month period and, upon the Employee's request, any disciplinary letter shall be removed from the personnel file.
- (d) An Employee has the right, after making an appointment and during regular working hours, to review her/his personnel file.

47.6 **Notification of Disciplinary Documents**

No notice of disciplinary action shall be placed in an Employee's personnel file without the Employee being given an opportunity to read its contents and receive an exact copy.

47.7 **Computation of Days**

For the purpose of this Article, working days shall exclude weekends and statutory holidays.

ARTICLE 48 GRIEVANCE PROCEDURE

48.1 **Application**

These procedures are designed to provide an orderly system for resolving disputes between the Employer and Employees and/or the Union. They apply to all Employees covered by this agreement, except a Probationary Employee will not be permitted to file a grievance to arbitration against rejection during the probationary period. An Employee may only process a grievance with the approval of the Union.

48.2 **Definitions**

- (a) "Days" mean calendar days, excluding weekends and statutory holidays;
- (b) "Grievance" means any dispute arising out of the interpretation, application, administration and/or alleged violation of the Collective Agreement or any case where an Employee is appealing a financial penalty.

48.3 **Designated Representatives**

- a) The Employer shall designate a representative at each level of the grievance process and shall advise the Union of the names and titles of these representatives.
- b) The Union shall provide the Employer with a list of worksite representatives authorized to assist Employees in the grievance process.

48.4

Grievance Process

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

(a) **Step I – Grievance Meeting**

Within twenty (20) days of the known grievance, the aggrieved Employee, with a Union representative, shall meet with the Employer's designated Step I representative or delegate in an attempt to resolve the dispute. The Employer shall provide a written response to the grievance within ten (10) days of the Step I meeting.

(b) **Step II – Written Grievance**

Failing satisfactory settlement of the grievance at Step I, the grievance shall be referred in writing to the Employer's Step II designated representative or delegate within five (5) days of receipt of the reply to Step I. Employer shall render a decision in writing within five (5) working days of being presented with the Step II written grievance.

(c) **Step III – Arbitration**

Failing satisfactory settlement of the grievance in Step II, the grievance shall be referred to arbitration as outlined in Article 49 within ten (10) days of receipt of the decision referred to in Step II. The Employer shall acknowledge receipt of the Step III grievance.

48.5

Variance from Normal Procedures

An Employee considered by the Union to have been unjustly discharged/dismissed, demoted or suspended shall be entitled to file a grievance at Step II of the grievance procedure within ten (10) days of receipt of written notification of such action.

48.6

Policy Grievance

The Union or the Employer may institute a grievance and shall commence such procedure at Step II within ten (10) working days of the known grievance.

48.7

Group Grievance

A group of employees may institute a group grievance and shall commence such procedure at Step II within twenty (20) days of the known grievance.

48.8 **No Hindrance**

The Employer shall not hinder or restrict the grievor 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.

48.9 **Written Replies**

Replies to grievances, stating reasons, shall be in writing at all stages.

48.10 **Meeting Facilities**

The Employer shall provide the necessary facilities for all grievance meetings.

48.11 **Time Limits**

- (a) 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.
- (b) The specified time limits may be extended through mutual agreement of both parties and shall be confirmed in writing whenever possible.

48.12 **Withdrawal of Grievance**

A grievance may be withdrawn at any time, by an Employee or the Union, by advising the Employer's designated representative at the Step at which the grievance exists. This withdrawal shall be confirmed in writing.

48.13 **Alternative Dispute Resolution**

The Employer and the Union may mutually agree to an Alternative Dispute Resolution process including mediation, expedited arbitration, or a joint grievance/arbitration process. Where an Alternative Dispute Resolution Process is selected, the fees and expenses shall be shared equally by the Employer and the Union.

ARTICLE 49 ARBITRATION

49.1 **Approval of Union**

Grievances may only proceed to arbitration if the Union has signified in writing its approval and its willingness to represent an Employee or issue in arbitration proceedings.

49.2 **Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to the Agreement, indicating the name of its appointee to the Arbitration Board. Within ten (10) working days thereafter, the other party shall answer in writing indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial chair.

49.3 **Who May be an Arbitrator**

No person shall be selected as a member of an Arbitration Board who is acting, or has within a period of six (6) months preceding the day of his appointment, acted in the capacity of a solicitor, legal advisor, counsel, paid agent of either of the parties, or who has any pecuniary interest in the matters referred to the Board.

49.4 **Failure to Appoint**

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

49.5 **Board Procedure**

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure. The Board shall commence its proceedings within fifteen (15) days after the Chair is selected or appointed. It shall hear and determine the difference or allegation and render a decision within thirty (30) days from the date of the last day of any hearing(s) held.

49.6 **Decision of the Board**

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

49.7 **Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within ten (10) days of receipt of the application.

49.8 **Expenses of the Board**

Each party shall pay:

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

49.9 **Single Arbitrator**

Upon mutual agreement of the parties, a single arbitrator may be used in lieu of an arbitration board. A single arbitrator shall have the same powers, duties, and responsibilities as a Board of Arbitration. The fees and expenses of a single arbitrator shall be equally cost-shared by both parties.

49.10 **Amending of Time Limits**

The time limits fixed in the arbitration procedure may be extended by written consent of the parties hereto.

ARTICLE 50 TECHNOLOGICAL CHANGE

50.1 **Notification of Technological Change**

When the Employer is considering the introduction of technological change the Employer agrees to notify the Union as far as possible, but in any case not less than three (3) months, in advance of such intention and to update the information provided as new developments arise and modifications are made.

50.2 **Education**

- (a) If as a result of a change in technology, the Employer requires an Employee to undertake additional education, sufficient education will be provided to the Employee and funded by the Employer.

- (b) The education provided for in this Article shall be given during the hours of work whenever possible. Any education due to technological change shall be considered as time worked. **Article 28.4 (b) and (c) shall apply.**

50.3 **Transfer and Layoff Options**

An Employee who is rendered redundant or displaced from her/his job as a result of technological change shall be given an opportunity to fill any vacancy for which she/he is qualified to do the work. If there is no vacancy, Article 33, Layoff shall apply.

50.4 **No New Hires**

No Employee without permanent status shall be hired in a permanent or temporary position until Employees affected by the technological change or Employees on layoff have been notified of the proposed technological change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain/regain employment.

ARTICLE 51 RESEARCH PROJECT

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

ARTICLE 52 DEFERRED SALARY LEAVE PLAN

52.1 **Description**

- (a) The Deferred Salary Leave Plan shall afford Employees the opportunity of taking a leave of absence for one (1) year, and, through deferral of salary, finance the leave.
- (b) Employers and Employees may enter into any variation of this plan by mutual consent of the two parties involved.

52.2 **Eligibility**

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

52.3

Application and Approval

- (a) (i) An Employee shall make written application to her/his Employer on or before January 31st of the year prior to the year in which the deferment is to commence, requesting permission to participate in the Plan.
- (ii) Notwithstanding 52.3(a)1, an Employer may waive the deadline of January 31st under special circumstances.
- (b) Written acceptance, or denial, of the Employee's request, with explanation, shall be forwarded to the Employee by April 1st in the year the original request is made.
- (c) Approval of individual requests to participate in the Plan shall rest solely with the Employer. Subject to operational requirements, approval shall not be unreasonably denied.
- (d) All Employees wishing to participate in the Plan shall be required to sign a contract before final approval for participation shall be granted.

52.4

Salary Deferral

- (a) In each year of participation in the Plan preceding the year of leave, an Employee shall be paid a reduced percentage of regular salary. The remaining percentage shall be deferred and this accumulated amount plus interest earned shall be paid to the Employee during the year of leave.
- (b) The salary deferred shall be deposited in a deposit account in trust for each Employee. The terms and conditions related to the deposit account at the Bank with which the Employer deals shall apply.
- (c) In the year of the leave the Employer shall pay to the Employee the total of the deferred income plus all accrued interest in installments conforming to the regular pay periods.

52.5

Benefits

- (a) The Employee shall be eligible to maintain her/his Group Life, Medical/Dental and Long Term Disability Insurance benefits, subject to the eligibility provisions of the respective plans, during the leave. The group life benefit will continue to be cost shared by the Employer.
- (b) The Employee is not entitled to statutory holidays and does not accumulate vacation, sick leave or any other benefits which accrued based on paid hours.

- (c) Seniority shall not accumulate during the year spent on leave.
- (d) The Employee shall have pension contributions deducted on salary received in each year of participation in the Plan.

52.6

Withdrawal from the Plan

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

52.7

Deferral of Leave

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

52.8

Return from Leave

- (a) On return from leave as originally scheduled, an Employee shall return to her/his previous position or, if that position no longer exists, a similar position. If such employment is not available, Article 33 shall apply.
- (b) An Employee participating in the Plan shall be eligible upon return to duty, for any increase in salary and benefit that would have been received had the one (1) year leave of absence not been taken.

ARTICLE 53 TRANSPORT DUTY

53.1 Transport Duty Overtime

When an Employee on duty is required by the Employer to attend a patient during an ambulance trip (air, road, etc.) and the time involved on the trip exceeds the Employee's regular shift (7.5 hours or 11.25 hours), she/he shall receive time off or pay, at her/his option, at the applicable overtime rate for all time in excess of her/his normal shift. The time in excess shall include time which the Employee spends attending to the needs of the patient and in return travel.

53.2 Compensation Under Various Circumstances

- (a) When a Full-Time Employee is requested to do transport duty on her/his day off, while on vacation or on a statutory holiday, and does so, she/he shall receive time off or pay, at her/his option, at the applicable overtime rate for all hours including those spent in attendance of the patient and in return travel with a minimum four (4) hours time off or pay. The Employee shall be granted time off, utilizing accumulated overtime or vacation, at her/his request, in lieu of her/his day off.
- (b) When a Part-Time Employee who wishes to do extra shifts, or a Casual Employee, is called to perform transport duty, she/he shall be paid at the regular rate of pay, with a minimum of four (4) hours of pay, for any period of transport duty up to seven and one-half (7.5) hours. All hours in excess of seven and one-half (7.5) hours shall be at the applicable overtime rate. The hours of transport duty shall include hours in attendance of the patient and in return travel.
- (c) When a Permanent Part-Time Employee who does not wish to do extra shifts is requested to do transport duty on her/his day off without forty-eight hours notice, and does so, the provisions of Article 53.2(a) shall apply.

53.3 Delay Due to Weather or Transportation Problems

If an Employee is detained following relief of transport duty due to weather or other transportation difficulties, she/he shall be compensated:

- (a) at her/his regular rate of pay for all hours for which she/he was scheduled but unable to work due to the delay;
- (b) a minimum of four hours and a maximum of seven and one-half (7.5) hours in a twenty-four (24) hour period at the regular rate of pay if the delay occurs on her/his day(s) off.

53.4 **Rest Before Regular Shift**

No Employee returning from transport duty shall be required to commence another regular seven and one-half (7.5) hour shift within twelve (12) hours of her/his return unless otherwise mutually agreed between the Employer and the Employee. The Employee shall be entitled to utilize accumulated overtime or vacation, at her/his request, to provide the necessary time off.

53.5 **Transport Duty - Travel Allowance**

If requested, an Employee shall be given a travel advance for all anticipated travel expenses by the Employer before commencing transport duty. A subsequent travel claim will be submitted in accordance with normal procedures and travel regulations. This shall include meal allowances in accordance with Article 11.3.

53.6 **Extension of Journey at Employee's Choice**

Should an Employee volunteer for transport duty and elect to take her/his days off before returning for duty, she/he shall receive only straight time for the travelling time on her/his return journey.

ARTICLE 54 RETROACTIVITY

54.1 **Wages Retroactive**

Wage rates under the Collective Agreement are retroactive and shall apply to all Employees, whether permanent, temporary or casual, employed as of April 1, **2014**, or who became Employees thereafter, and shall be computed and paid within thirty (30) days or less from the signing of this Agreement. If considered necessary by the Employer, this period may be extended by thirty (30) days. Unless otherwise specified, all other provisions shall be effective as of **the signing date of the Collective Agreement.**

54.2 **Entitlement to Retroactive Payment**

All Employees working on a permanent, 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.

54.3 **Claiming Retroactive Pay**

Any Employee who has a claim for retroactive pay and who is not employed on the date of the signing of this Agreement shall make claim by notice in writing to the Employer which was the former Employer within ninety (90) calendar days from the signing of this Agreement.

ARTICLE 55 PRECEDENCE OF LEGISLATION

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

ARTICLE 56 PYRAMIDING OF BENEFITS

56.1 Unless otherwise expressly provided, premium pay entitlement shall not be duplicated or pyramided for the same hours worked.

ARTICLE 57 JOINT CONSULTATION

57.1 The Employer shall continue consulting with the Union on matters, other than day-to-day management and operational requirements, which affect or might reasonably affect the terms and conditions of employment of Employees covered by this Agreement. The intent and expectation of this provision is that consultation will occur at a senior level with respect to planning and significant workplace changes and initiatives which affect or might reasonably affect a significant number of members in the bargaining unit.

ARTICLE 58 TERM OF AGREEMENT

58.1 **Term**

This Agreement constitutes the entire agreement between the parties and shall be in effect for a term beginning **April 1, 2014 to March 31, 2018**, and shall be automatically renewed thereafter for successive periods of twelve (12) months. This Agreement shall be in effect from year to year unless either party requests the negotiation of a new Agreement by giving written notice to the other party not more than sixty (60) calendar days prior to the expiration date of this Agreement or any renewal thereof.

58.2 **Changes to Agreement**

Any specific changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

58.3 **Agreement in Force Pending Resolution**

Where a notice requesting negotiation of a new Agreement has been given, the conditions of this Agreement shall remain in full force and effect until such time as an agreement has been reached in respect of a renewal, amendment, or substitution.

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

DATED at Charlottetown, Prince Edward Island, this 17th day of April, 2015.

FOR THE EMPLOYER
HEALTH PEI

FOR THE UNION
P.E.I. NURSES' UNION

Tanya Tynski,
Human Resources Director

Mona O'Shea, President

Ian Pickard, Chief Spokesperson

Tara Ferguson, Vice President

APPENDIX "A"

Wage Rates

Schedule "A"

0.75% April 1, 2014	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	25 yr. wage rate
RN I	29.79	31.00	32.40	33.78	35.17	36.30	37.39
RN II	30.25	31.77	33.26	34.77	36.29	37.77	38.90
RN III	32.71	34.14	35.65	37.29	38.92	40.26	41.46
RN IV	33.92	35.63	37.33	39.05	40.71	42.44	43.69
NP	44.34	45.48	46.62	47.78	48.96	50.18	51.69

0.75% October 1, 2014	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	25 yr. wage rate
RN I	30.01	31.23	32.64	34.03	35.43	36.57	37.67
RN II	30.48	32.01	33.51	35.03	36.56	38.05	39.19
RN III	32.96	34.40	35.92	37.57	39.21	40.56	41.77
RN IV	34.17	35.90	37.61	39.34	41.02	42.76	44.02
NP	44.67	45.82	46.97	48.14	49.33	50.56	52.08

1% April 1, 2015	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	25 yr. wage rate
RN I	30.31	31.54	32.97	34.37	35.78	36.94	38.05
RN II	30.78	32.33	33.85	35.38	36.93	38.43	39.58
RN III	33.29	34.74	36.28	37.95	39.60	40.97	42.19
RN IV	34.51	36.26	37.99	39.73	41.43	43.19	44.46
NP	45.12	46.28	47.44	48.62	49.82	51.07	52.60

1% October 1, 2015	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	25 yr. wage rate
RN I	30.61	31.86	33.30	34.71	36.14	37.31	38.43
RN II	31.09	32.65	34.19	35.73	37.30	38.81	39.98
RN III	33.62	35.09	36.64	38.33	40.00	41.38	42.61
RN IV	34.86	36.62	38.37	40.13	41.84	43.62	44.90
NP	45.57	46.74	47.91	49.11	50.32	51.58	53.13

2% April 1, 2016	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	25 yr. wage rate
RN I	31.22	32.50	33.97	35.40	36.86	38.06	39.20
RN II	31.71	33.30	34.87	36.44	38.05	39.59	40.78
RN III	34.29	35.79	37.37	39.10	40.80	42.21	43.46
RN IV	35.56	37.35	39.14	40.93	42.68	44.49	45.80
NP	46.48	47.67	48.87	50.09	51.33	52.61	54.19

2% October 1, 2016	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	25 yr. wage rate
RN I	31.84	33.15	34.65	36.11	37.60	38.82	39.98
RN II	32.34	33.97	35.57	37.17	38.81	40.38	41.60
RN III	34.98	36.51	38.12	39.88	41.62	43.05	44.33
RN IV	36.27	38.10	39.92	41.75	43.53	45.38	46.72
NP	47.41	48.62	49.85	51.09	52.36	53.66	55.27

1% April 1, 2017	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	25 yr. wage rate
RN I	32.16	33.48	35.00	36.47	37.98	39.21	40.38
RN II	32.66	34.31	35.93	37.54	39.20	40.78	42.02
RN III	35.33	36.88	38.50	40.28	42.04	43.48	44.77
RN IV	36.63	38.48	40.32	42.17	43.97	45.83	47.19
NP	47.88	49.11	50.35	51.60	52.88	54.20	55.82

1% October 1, 2017	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	25 yr. wage rate
RN I	32.48	33.81	35.35	36.83	38.36	39.60	40.78
RN II	32.99	34.65	36.29	37.92	39.59	41.19	42.44
RN III	35.68	37.25	38.89	40.68	42.46	43.91	45.22
RN IV	37.00	38.86	40.72	42.59	44.41	46.29	47.66
NP	48.36	49.60	50.85	52.12	53.41	54.74	56.38

APPENDIX "B"

Twelve Hour Shifts

If the Employer and ninety percent (90%) of Employees in a unit mutually agree to implementing a twelve (12) hour shift rotation in a unit then such a project will be tried for approximately six (6) months. At the conclusion of the trial period, the Employer and one hundred percent (100%) of the Employees in the unit must agree in order to continue twelve (12) hour shift rotation.

These provisions shall remain in effect throughout the term of the Collective Agreement unless one party gives sixty (60) calendar days notice to the other party of intent to terminate these provisions. After sixty (60) days notice, these provisions will become null and void. During the sixty (60) 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 members of the management, a representative of the Union and an Employee from the Unit concerned, chosen by the Employees in that Unit, will meet to discuss the reasons for termination. Notice to terminate applies during and following the trial period.

APPENDIX “C”

MEMORANDUM OF UNDERSTANDING

Re: Haemodialysis

The Parties agree:

1. The purpose of this memorandum is to set out certain terms and conditions of employment in respect of Haemodialysis Nurses. The memorandum modifies certain provisions of the Collective Agreement while clarifying others. In the event of a conflict between the Collective Agreement and this memorandum, this memorandum shall prevail. The inclusion or exclusion of any matter in this memorandum shall not be used as an aid to interpret the Collective Agreement in respect of any Nurses other than Haemodialysis Nurses.
2. A Haemodialysis Nurse required to work through her/his meal period shall be paid for the meal period as follows:
 - (a) if an employee is intended to be provided a meal period and is required to work through her/his shift without a meal period, she/he shall be paid for the meal period at time and one half (1.5x).
 - (b) **in accordance with article 20.2 (c)**, if an employee is not intended to have a meal period away from the work area, she/he shall be paid for the meal period at straight time.
3. In accordance with Article 20.19 of the Collective Agreement, a Haemodialysis Nurse who comes in to work as scheduled and is sent home due to lack of work, or otherwise (eg: equipment failure), shall be paid for the number of hours normally required to dialyse that client; however, in the event of lack of work, the Employer has the option of assigning other nursing duties to the Employee for the balance of what would have normally been her/his work day. The regular provision of the Collective Agreement regarding overtime shall apply to Haemodialysis Nurses; however, for the sake of greater certainty, it is agreed that Haemodialysis Nurses' whose normal day would be expected to be eight (8) hours or less, shall be paid overtime after eight (8) hours. A Haemodialysis Nurse whose day would normally be greater than eight (8) hours shall be paid overtime for any hours worked beyond twelve (12) hours. In determining how many hours the Nurse would have normally been required to work that day, the amount of time normally required to dialyse the client, including any required set-up time and paid travel time, if applicable, would be taken into account in determining what would have been the normal day.

4. When a Haemodialysis Nurse is requested by the Employer to work in another work site, she/he shall be paid mileage and travel time based on the lesser distance from her/his primary work site (as designated at the time of hire) to the alternate work site or from the Employee's home to the alternate work site.
5. A Haemodialysis Nurse may be required by the Employer to work in another work site in one of the following situations:
 - (a) To maintain competency in Haemodialysis services as a result of lack of clients in their own worksite, provided it does not affect the employment guarantee of Haemodialysis Nurses in the worksite to which the Nurse is travelling;
 - (b) To provide back-up to Haemodialysis Nurses in another work site. The Employer shall ensure that the Nurse has obtained a reasonable amount of familiarity with the client taking into account reasonable operational constraints; and
 - (c) To maintain familiarity with clients in other work sites in order to be able to provide back-up; and
 - (d) In the case where the Haemodialysis Nurse was hired into a position intended to be a multi-work site, #4 shall still apply.
6. The Employer may post "Haemodialysis education opportunities" in accordance with the posting process for permanent positions. RNs trained in Haemodialysis shall be given preference for either temporary or permanent dialysis positions.
7. This memorandum shall continue in effect during the currency of the existing Collective Agreement including any extensions pursuant to Article 58.3. This memorandum shall cease on the effective date of any new Collective Agreement unless otherwise incorporated within.

APPENDIX "D"

MEMORANDUM OF UNDERSTANDING

Re: Public Health Workshops

The Parties agree:

1. Nurses who work in public health shall, notwithstanding the Collective Agreement, be entitled to claim straight time for all hours worked outside of their regular schedule for courses or workshops offered to the public provided the courses or workshops are scheduled at least forty-eight (48) hours in advance.
2. Any time accumulated pursuant to paragraph 1 shall be placed in a "Time off in Lieu Bank" and taken as time off at a time mutually agreed between the Employer and the Employee. Such requests shall not be unreasonably denied.
3. The parties agree that any overtime worked, other than as stated in paragraph 1, shall continue to be dealt with in accordance with the provisions of the Collective Agreement.
4. The parties agree that this Memorandum will continue during the term of the existing Collective Agreement; however, it shall expire upon a new Collective Agreement being executed between the parties unless this Memorandum is incorporated into the new Collective Agreement at that time.

APPENDIX "E"

Conditions for Line Sharing

1. Line sharing will be used to allow **permanent** Employees an opportunity to temporarily reduce their hours of work.
2. Full-Time Employees who enter into a line sharing arrangement as an alternative to permanent part-time employment will be encouraged to apply for part-time positions as they become available. Part-Time Employees who enter into line sharing arrangements to further reduce their hours of work will be encouraged to apply for reduced part-time guarantees as they become available.
3. Line sharing may involve only two Employees. **The Employee reducing their hours of work must be in a permanent position. The Employee increasing their hours may be in a permanent or temporary position.** (Notwithstanding the above, where line sharing arrangements involving more than two (2) Employees have previously existed, such practice may continue).
4. It shall be the responsibility of an Employee who wishes to reduce hours of work to secure a partner within her/his work unit who wishes to increase hours of work and whose work schedule and qualifications are compatible by posting a notice on the unit so that all interested individuals are informed. In the event that more than one (1) Employee is willing to increase hours, selection of the partner shall be on the basis of seniority.
5. The Employee shall then make a written request to the Employer identifying the other Employee wishing to line share. Employees entering a line sharing arrangement, as per conditions of line sharing as outlined, shall be required to sign the Line Sharing Agreement as approved by PEINU and the Employer. The signed Line Sharing Agreement shall be copied to the Employee, the Local and the Union. During the period of line sharing, the reducing Employee will not be entitled to extra shifts unless requested by the Employer to work extra shift(s) due to lack of availability of any other staff.
6. Line sharing will be approved on a case-by-case basis.
7. It is recognized that it is a retained management right to approve Employees for Line Sharing. The Local and the Union shall be advised of any requests that have been denied.
8. Employees entering line sharing may have the arrangement approved for a period of up to twenty-four (24) months. No line sharing arrangement shall extend beyond twenty-four (24) months without the mutual agreement of the Employer and the Union.

9. In the event that Employees in a line sharing agreement change positions or terminate employment, this agreement shall be cancelled and the remaining Employee shall revert to her/his original hours of work.
10. Any of the Parties to the line sharing agreement may terminate the arrangement at any time by giving one (1) month's notice.
11. Full-Time Employees shall not reduce hours below zero point five (0.5) FTE nor shall the Part-Time Employee increase her/his hours beyond zero point nine (0.9) FTE or reduce her/his hours below zero point five (0.5).
12. Benefits will be earned in proportion to hours worked. The life insurance benefit will reflect each Employee's permanent status. Subject to the terms of the pension plan and the provisions of the *Income Tax Act*, a participating Full-Time Employee may be permitted to contribute to their pension on the same basis as if they were in their full time position. The Employer will match the Employee contributions.
13. Part-Time Employees may reduce their hours of work through participation in a line sharing arrangement. No Employee shall reduce their hours below 50% of full-time. Part-Time Employees participating in a line sharing agreement shall not be eligible for deemed service on their pension.
14. In the event that an application to line share does not conform to the conditions contained in this document, such application shall not be approved without the agreement of the Union and the Employer.

PEINU LINE SHARING AGREEMENT

I, _____, a _____
Employee #1 Name **Classification and FTE**
on _____ at _____
Work Unit **Work Site**

have requested permission to temporarily reduce my hours of work from _____ hours biweekly to _____ hours biweekly for the period of _____ months commencing _____ and Ending: _____.

I have read Appendix "E" and I have been briefed on the effect this will have on such things as seniority, pension, vacation leave, sick leave and statutory holiday entitlements. Benefits will be earned in proportion to hours worked. I further understand that during this period, I will not be entitled to extra shifts unless requested by my Employer to work extra shift(s) due to lack of availability of any other staff. *If I am a full-time employee, I understand that, for purposes of benefits, I will be considered a permanent full-time employee filling a temporary part-time position. The full-time employee shall not reduce below 0.50 FTE nor shall the part-time employee increase hours of work beyond 0.90 FTE or reduce below 0.50 FTE.*

I have _____ have not _____ previously been a participant in a line share agreement as the employee reducing her/his hours of work. Dates of previous participation _____

During the temporary period that I will work reduced hours, _____

Employee #2
will increase his/her hours from _____ hours biweekly to _____ hours biweekly. In the event that either I or _____ change positions or terminate employment, this

Employee #2
Agreement shall be immediately cancelled and the remaining employee shall revert to his/her original hours of work. Notwithstanding the above, this Agreement may be terminated upon one month's notice by any of the parties as stated in the guidelines.

Employee #1 Signature **Date**

I _____, a _____
Employee #2 Name **Classification and FTE**
on _____ at _____
Work Unit **Work Site**

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

Employee #2 Signature **Date**

APPROVAL

I recommend this request for approval.

Unit Manager/Department Head

Date

I approve this request.

HR Officer

Date

PENSION OPTION (only applicable to full-time employees)

I, _____, do ___ do not ___ elect to purchase eligible deemed service for _____ the purpose of pensionable service under the *Civil*

Employee #1 Signature

Service Superannuation Act. I understand if I have elected to purchase deemed service, this purchase will end with the end date stated on this Line Sharing Agreement and continuation of purchase will require signature and approval of a new Line Sharing Agreement.

copy: PEINU
Pension and Benefits Office, PEI Public Service Commission
Unit Manager/Department Head
Scheduling Clerk
Human Resources

APPENDIX "F"

LETTER OF UNDERSTANDING

Re: Weekend RN Positions

1. The Employer may create weekend RN positions and will advise the Union when doing so. Employees shall be scheduled to work thirty (30) hours (part time) each weekend and shall receive the equivalent of thirty seven and a half (37.5) hours pay (full time). These positions shall be referred to hereafter as the "Weekend RNs".
2. The Weekend RN positions shall not attract weekend premium as set out in Article 20.15 of the current Collective Agreement.
3. The wage rate (thirty seven and a half (37.5) hours pay for thirty (30) hours worked) shall be paid by increasing what would otherwise be the hourly rate for the position by 25%.
4. All benefits shall accrue, except life insurance and pension, on the same basis as a Permanent Part-Time Employee. Any hours worked beyond thirty (30) hours in a week shall not be pensionable.
5. The Employees' life insurance shall be on the same basis as a Permanent Full-Time Employee.
6. Subject to *Income Tax Act* limits, the Employees' pension shall accrue on the same basis as a regular Full-Time Employee at the regular rate of pay (e.g. One (1) year's employment as a Weekend RN = one (1) year pensionable service).
7. Shifts may be scheduled from the beginning of the day shift on Friday to the end of the Monday night shift inclusive.
8. Compensation for the extra shifts or overtime shall be on the same basis as for Part-Time Employees as set out in the Collective Agreement based on the regular hourly rate and including shift differential and weekend premium, if applicable. **The Employee will not be permitted the opportunity to pick up extra shifts through article 20.10 (Preference for Extra Shifts for Part-Time Employees).**
9. Any Employee replacing incumbents while on short term leave (eg. sick leave, vacation, bereavement, etc) shall be compensated at the regular rate of pay, including associated premiums, in accordance with the Collective Agreement.

APPENDIX “G”

LETTER OF UNDERSTANDING

Breaks for Non-Conforming Shifts

The parties agree that the normal hours of work for Employees are completed either in eight (8) hour or twelve (12) hour shifts. The parties recognize that currently there are a few employees in the system who regularly work shifts that are neither eight (8) nor twelve (12) hours. Employees who work shifts that are not eights (8s) or twelves (12s) shall receive a minimum of ten (10) minutes paid rest period and a fifteen (15) minute unpaid meal period for every four (4) hours worked. Meal periods shall be scheduled in accordance with Article 20.2.

APPENDIX "H"

LETTER OF UNDERSTANDING

Re: Mentorship Program for New Graduates

1. The parties agree that the Employer may offer permanent full time employment to potential new nursing graduates. Permanent employment will be conditional on each incumbent being a licensed member of the Association of Registered Nurses of Prince Edward Island.
2. The new graduate's initial assignment shall be for a period of six (6) months. It shall be to a work unit in which the Employee has the basic competency for an entry level position. During the first six (6) weeks of this assignment, the Employee shall be above core staff, and she/he shall be partnered with an experienced Nurse(s) from that unit who agrees to act as a mentor(s). The six (6) week orientation may occur during the period the individual is a graduate awaiting registration ("GAR"), but such persons are not considered as members of the bargaining unit until they obtain licensure.
3. The Nurse assigned to mentor a New Graduate hired under this program shall receive a credit of \$550 to be used towards continuing education and professional development. In the event that more than one Nurse is assigned to mentor the New Graduate, the \$550 credit shall be prorated. This credit shall be permitted to be carried over from one fiscal year to the next in the event the Nurse is denied educational leave.
4. It is intended that the incumbents will be assigned to fill temporary vacancies that have not been filled after having been posted according to Article 15.1 (c).
5. These Employees may apply for positions in areas in which they have an interest. If the Employee is awarded a permanent position in another work unit prior to completing her/his initial six (6) month assignment, she/he shall be required to recommence her/his probationary period and shall complete an additional six (6) week orientation in her/his new work unit. If at the end of a two (2) year period the incumbent has not been awarded a permanent position, she/he will be assigned to a position previously posted, as required by the Collective Agreement, but which continues to be vacant.
6. This letter will extend sixteen (16) months beyond the term of this agreement provided that the offer to the potential new graduate was made during the term of this Collective Agreement.
7. The Employer agrees that it will have an RN in each of the Queen Elizabeth Hospital and the Prince County Hospital to coordinate the annual initial placement and mentoring of Employees hired under this program. This person shall also act as the liaison with the Union on all matters related to the operation of this program.
8. The results of this initiative will be jointly reviewed annually by the parties.

APPENDIX "I"

MEMORANDUM OF UNDERSTANDING

Re: Return for Service Agreements

1. The Employer will not introduce **or amend** a return for service agreement without the prior approval of the Union;
2. The Employer and the Union will negotiate the terms and conditions of all return for service agreements, including but not being limited to:
 - a) the amount to be repaid by an employee in the event the terms of a return for service agreement is not met;
 - b) the time frame and terms of repayment;
 - c) any exemptions to repayment obligations;
3. The exact cost of education will be enumerated in detail in each return for service agreement;
4. **The Employer shall provide the Union with copies of:**
 - a) **all existing return for service agreements;**
 - b) **all active agreements with PEINU members.**
5. Any disputes shall be referred to a single arbitrator for a final and binding decision.
6. This MOU will expire at the conclusion of the term of this agreement.

Appendix “J”

MEMORANDUM OF UNDERSTANDING

between

PRINCE EDWARD ISLAND DEPARTMENT OF HEALTH

and

PRINCE EDWARD ISLAND NURSES UNION

**Re: Reduction from Full-time to Part-time
for Pre-retirement Employees**

In accordance with the provisions of the *Civil Service Superannuation Act*, the *Income Tax Act* and applicable regulations and in recognition of the desire of Full-Time Employees to reduce their hours of work prior to retirement, the Parties agree to the following terms respecting such work reduction:

- (a) A Full-Time Employee, with five (5) or more years of service, who has had full-time status for three (3) or more years, and is presently eligible to retire, may request an interim work reduction pending retirement. The reduction shall be at least ten (10%) percent (0.1 FTE) and no greater than fifty (50%) percent (0.5 FTE).
- (b) Such interim work reduction may be granted at the discretion of the Employer, but shall not be unreasonably denied. The principal criteria shall be the ability to obtain qualified replacement.
- (c) When requesting an interim work reduction the Employee must indicate to the Employer their proposed retirement date. The Employee must then retire no later than that date unless otherwise agreed.
- (d) The remaining portion of the full-time position vacated by the Pre-Retirement Employee shall be filled on either a temporary or permanent basis. A Joint Committee consisting of two (2) representatives from each of the Employer and the Union shall have the full authority to approve the particular design of each situation.
- (e) The intention of the parties is not to affect an overall reduction in the number of full time positions in the bargaining unit as a result of this process.

- (f) The Pre-Retirement Employee shall maintain eligibility in the Pension Plan, and shall earn pensionable service on a full service basis subject to applicable *Income Tax Act* rules. Both the Employer and the Employee shall continue to contribute to the pension fund at the same rate as if the Employee had continued to be employed full time.
- (g) For all other provisions of the Collective Agreement, the Pre-Retirement Employee shall be considered permanent part-time.
- (h) Article 20.22 (a) of the Collective Agreement shall not apply to Pre-Retirement Employees under this agreement.
- (i) This Memorandum of Understanding shall expire on the last day of the Collective Agreement. Any leaves approved during the tenure of this Collective Agreement shall continue in accordance with the terms herein.

APPENDIX “K”

MEMORANDUM OF UNDERSTANDING

Re: Parking Expenses for Out of Province Liaison Nurses

WHEREAS Health PEI employs out-of-province liaison Nurses in Moncton, New Brunswick and Halifax, Nova Scotia;

AND WHEREAS the out-of-province liaison Nurses are members of the Prince Edward Island Nurses’ Union;

AND WHEREAS the out-of-province liaison Nurses incur parking expenses related to their employment;

Health PEI and the Prince Edward Island Nurses’ Union agree as follows:

- 1. Immediately upon signing the Collective Agreement, the Director of Human Resources for Health PEI will enter into discussions with her/his counterparts from the appropriate Health Authority in Halifax and Moncton for the purposes of negotiating the elimination or reduction of any parking fees associated with an out-of-province liaison Nurses’ attendance at his or her workplace.**
- 2. A representative of the Prince Edward Island Nurses’ Union will be invited to participate in the discussions between the Director of Human Resources for Health PEI and the appropriate Health Authority representatives in Halifax and Moncton.**
- 3. Health PEI understands the significance of this issue and will endeavour to pursue a satisfactory outcome pursuant to paragraph 1.**

APPENDIX “L”

LETTER OF UNDERSTANDING

80/20 Position

The parties agree to explore on a trial basis the utilization of temporary 80/20 positions for Registered Nurses.

Where the Employer determines a need for an 80/20 position due to operational needs, it may create a temporary position within the bargaining unit. The temporary position may be no less than one (1) month and no more than six (6) months in duration. It shall be filled in accordance with Article 15 subject to the requirement that only those nurses with fifteen (15) or more years nursing experience with the Employer shall qualify for consideration.

If approved for such a position, a nurse will continue to be scheduled for 80% of their regular full-time position. The other 20% will consist of work on special initiatives or projects, such as research projects, mentoring or coordinating new initiatives. No additional compensation is provided to nurses who work in these positions.

A nurse may be awarded an 80/20 position once in a twelve (12) month period unless the nurse is the only qualified applicant to apply for a subsequent position.

APPENDIX “M”

Letter of Understanding

Temporary Postings Application of “Worksite” - Exceptions

Each of the following shall be considered as stand-alone “work sites” for the purpose of filling positions under article 15.1 (d) (2) of the Collective Agreement.

PRINCE

- Public Health Nursing, Community Hospital, O’Leary
- West Prince Home Care, Community Hospital, O’Leary
- Margaret Stewart Ellis Home, Community Hospital, O’Leary
- Community Mental Health and Addictions, Western Hospital and **Allan Shaw Building**, Alberton
- Prince County Dialysis, Western Hospital, Alberton and **Prince County Hospital**, Summerside
- Home Care, **310 Brophy Ave.**, Summerside
- Community Mental Health and Addictions, Prince County Hospital, Summerside
- Public Health Nursing, **205 Linden Ave.**, Summerside
- Provincial Diabetes Program, 243 Harbour Drive, Summerside
- Provincial Geriatrics Program, 243 Harbour Drive, Summerside
- **Primary Care Network West Prince (Alberton Health Clinic, O’Leary Health Centre, and Tyne Valley Health Centre)**
- **Primary Care Network East Prince (Harbourside Health Centre, Kensington Health Centre and Evangeline Community Health Centre)**

QUEENS

- Public Health Nursing, **Sherwood Business Centre**, Charlottetown.
- Queens County Dialysis, **Queen Elizabeth Hospital**, Charlottetown
- Queens Home Care, Hillsborough Hospital, Charlottetown
- Provincial Diabetes Program, **Sherwood Business Centre**, and Four Neighbourhoods, Charlottetown
- **Provincial Palliative Care Unit**
- **Primary Care Network Queens West (Central Queens (Hunter River) Health Centre, Gulf Shore Health Centre, Four Neighborhoods Community Health Centre, Sherwood Family Medical Clinic, and Parkdale Medical Centre)**
- **Primary Care Network Queens East (Polyclinic Professional Centre, Boardwalk Professional Centre)**

KINGS

- Public Health Nursing, **126** Douses Road, Montague
- Community Mental Health and Addictions, Souris Hospital, Souris and **126** Douses Road, Montague
- Montague Area Home Care, **Harmony Lane**, Montague
- Provincial Diabetes Program, Montague **Health Centre**
- Souris Area Home Care, Souris Hospital, Souris
- Kings County Dialysis, Souris Hospital, Souris
- Public Health Nursing, Souris Hospital, Souris
- Eastern Kings Family Health Centre, Souris Hospital, Souris
- Montague **Health Centre**, Montague
- **Primary Care Network Kings (Montague Health Centre, Eastern Kings (Souris) Health Centre)**

The following areas shall bypass Step Two of the temporary posting process (15.1 (d) (2)) and shall proceed directly to Step Three, province-wide posting:

- Garfield Street
- Burns Avenue and **Sherwood Business Centre (CIS)**
- Renal Clinic at the **Queen Elizabeth Hospital**
- **Any single incumbent “provincial” positions not previously referenced**

In the event that other worksites are identified as appropriately falling under this Letter of Understanding during the term of this agreement, they may be added by mutual consent of the parties.

Appendix “N”

Letter of Understanding

Re: Adverse Weather Conditions

- 1. Health PEI, prior to October 31st, in every year, will send a memorandum to management at every worksite.**
- 2. The memorandum will contain the following:**
 - i. Entrances and exits at worksites and parking lots must be cleared during times of inclement weather, to permit employees to safely exit and/or enter their worksites at all times;**
 - ii. Sufficient provisions must be on hand at all times and accessible to employees who become storm stayed at worksites. Provisions would include, but not be limited to food, water, and blankets.**

Appendix "O"

MEMORANDUM OF UNDERSTANDING

BETWEEN

PRINCE EDWARD ISLAND NURSES' UNION (PEINU)

AND

HEALTH PEI

Re: Staffing Reduction Process

Whereas Health PEI (hereinafter referred to as the Employer) is implementing changes to the delivery of health services in the province;

And Whereas the implementation process is resulting in changes to staffing complements throughout the provincial health system;

And Whereas the parties are desirous of using a uniform process to address staffing changes that result in the reduction of Registered Nurse positions from work units/worksites and/or provincial programs;

Now therefore, the Parties to this agreement hereby agree to the following:

1. The Employer agrees that there shall be no lay-offs (article 33.1) of permanent employees during the life of this agreement.
2. In compliance with article 5.1 of the collective agreement between the parties, the Employer confirms and agrees that work on services presently performed or hereafter assigned to the bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed in whole or in part, to any other plan, person, company or non- PEINU bargaining unit employee in such a manner as to jeopardize the employment of the PEINU employee unless mutually agreed by the Union and the employer.
3. The Employer will make all reasonable effort to anticipate reductions required in the future and will use attrition whenever possible to minimize the impact of the transition to the new MOC.
4. In the event that reductions are still required, the Employer will determine staffing needs and develop new schedules to meet the operational requirements. **In making its determination, the Employer shall consider the seniority of the employees in the work unit/worksites.**

5. In advance of the implementation of staffing changes, the Employer will meet with PEINU to explain the changes and will provide the Union a copy of the current schedule, the newly proposed schedule, as well as staff information including, but not being limited to individual FTEs and seniority.
6. Following the meeting between the Union and the Employer, the Employer will meet with all PEINU members from the impacted unit/worksites/program in a group meeting to review and explain the changes to staffing, the new schedule (without names), and the process outlined in this Memorandum of Understanding. PEINU will be invited to attend this meeting. At this meeting, the Employer will invite expressions of interest for transfer options and will explain that such interest may be considered when identifying surplus staff for transfer opportunities. Employees will have up to (5) five days from the date of the group meeting to indicate an interest in a transfer opportunity.
7. Also at the group meeting, or as soon as reasonably possible thereafter, the employer will schedule individual employee meetings commencing not sooner than (5) five days from the date of the group staff meeting. These meetings shall occur in order of seniority and will be used to review and confirm each individual employee's employment status in relation to the changes that were identified at the group meeting.
8. In the individual meetings, the relevant Manager and a HR representative, together with a PEINU representative, will meet with individual employees. Employees will be provided with a profile sheet indicating:
 - Name, worksite/unit/program, position number, FTE (percentage of full-time equivalent guarantee)
 - Seniority status (provincially and in the impacted unit/worksites/program)
 - DTA – if applicable
 - Status – permanent, temporary, casual, new grad
 - Current shift assignment and whether change required
 - Transfer required – Yes (surplus) or No and details about transfer

Each employee shall sign and date the profile sheet acknowledging the above-noted information.

9. If the employee is identified by the Employer as a true match in the new schedule, i.e. guaranteed same FTE and shift rotation, the employee will be confirmed on the schedule to a specific corresponding line. If the same FTE is matched, but there is not a match on shift rotation, the employee may then express an interest in a different rotation on the new schedule, OR in a transfer opportunity. If there is no FTE match on the new schedule, then the employee is designated as surplus to the needs of that unit/worksites/program. For clarification, specific shift rotation could include whether someone works days/evenings, nights only, 8 hour shifts, etc. but, does not include the number of any given type of shift in a rotation;

10. For those employees who are designated as surplus to the needs of the unit/worksite/program, the Employer will confirm this status by providing them with a written Notice of Intent to Transfer. Such notice shall be provided no later than 90 days prior to the effective date of the full implementation of the new schedule. At the same time, the employee shall be provided the updated list of vacant transfer opportunities within the Province as of the date of the Notice. This list shall be updated monthly.
11. Normal postings will be temporarily interrupted at times throughout the use of this process so that surplus employees are provided transfers opportunities. **Only positions that are identified as vacant on the impacted unit, after all Employees have either been matched to a line or identified as surplus, will first be open to Employees from that unit who are performing the same functions in the same classification, through the competitive process. This shall only apply until such time as the surplus Employee(s) on the impacted unit have been settled. Otherwise, newly created positions shall be posted according to the posting provisions of the collective agreement and shall not be considered as vacant transfer opportunities.** Surplus employees will only have access to transfer to day positions if they are currently in day positions. Otherwise, day positions will be posted in accordance with the collective agreement. While surplus employees may, with consent, transfer to a lower classification, they will not have the opportunities for transfers into positions with higher classifications. Employees who consent to transfer to a position with a lower classification shall, in accordance with Article 13.2, be red circled.
12. The surplus employees shall be provided not less than five (5) days to identify her/his preferences for transfer. These preferences shall be communicated to both the Employer and the Union in a second individual meeting, again occurring in order of seniority. The Employer and the Union will review with the employee the preferences for transfer and the following will occur:
 - a) The Employer and the Union will assess the identified vacancies to determine the suitability of the preferred transfer;
 - b) The employee shall be deemed “capable” as per Article 16.02(e) provided she/he meets the required qualifications and abilities stated for the position and there is no issue identified through a discussion with the employee which indicates the employee is not capable of performing the required duties;
 - c) There will be a Trial Period in keeping with the time frames outlined in Article 15.5, but, in the event the employee is found to be unsatisfactory in the position or if she/he is unable to perform the duties of the new position, the employee shall be returned to the surplus employee list and shall again be provided transfer/reassignment opportunities in accordance with this process, considering the employee’s seniority.
 - d) Pursuant to Article 16.2 (h), the Employer shall not transfer an employee without her/his consent to a position which requires:

- (1) a fundamental change in her/his work schedule;
- (2) a fundamental change in the nature of her/his work;
- (3) a change in her/his classification; or
- (4) travel of fifty (50) kms greater one way to her/his new worksite;

Aside from the transfer limitations identified in Article 16.2(h), no reasonable transfer opportunity will be declined by employees who are identified as surplus.

- e) When a suitable transfer is identified the Employer will provide the employee a written Notice of Transfer. This shall occur not later than sixty (60) days prior to the effective date of the transfer. The notice period may be adjusted with consent of the Employee and the Employer.
 - f) If no suitable transfer is immediately available, then the employee shall be reassigned in accordance with Article 16.1 for up to two (2) months or longer if mutually agreeable. Until the employee receives a permanent transfer, she/he shall be maintained at their current classification/rate of pay and shall receive any associated pay increases for that classification, unless the employee is reassigned to a position with a higher classification, when Article 16.1(c) shall apply.
 - g) During the reassignment period, the employee shall continue to have access to transfer opportunities in accordance with this process, on the basis of seniority, and shall have access to the regularly updated transfer vacancy list.
 - h) In the event a suitable transfer to a position with the same guarantee is not found within six months of the first reassignment, the employee will be considered for transfers to vacant positions that are either higher or lower than the guarantee of their surplus position. No transfer to a lower guaranty will occur without the consent of the employee, and no transfer to a higher guaranty will occur without the consent of the employee and approval of the Employer
- 13.** If an employee receives a Notice of Transfer to a position before leaving her/his work unit and a vacancy arises on her/his unit which matches her FTE, the employee may elect to accept the vacancy on the unit or to proceed with the transfer. This option would be presented to employees who are potential matches in order of seniority.
 - 14.** All postings relating to units/worksites/programs that have not yet been impacted by staffing changes under the new MOC will have identified on the posting that staffing levels on the unit may change and that surplus staff may be identified.
 - 15.** The Parties agree to continue consulting on the implementation of the transfer process and agree to bring matters of concern to the other Party. Exceptions to the process outlined in this Memorandum of Understanding may occur upon the prior mutual agreement of the parties.

- 16.** Representatives of the Union, including casual retirees, shall be eligible for leave under Article 27.2(b) in order to participate in meetings under this procedure.
- 17.** Pursuant article 58.2, both parties agree that this memorandum shall form part of the existing collective agreement between the parties.

APPENDIX “P”

PEINU WORK SITUATION REPORT AND GUIDELINES

GENERAL INFORMATION:

This Work Situation Report was developed jointly by Representatives of the PEI Nurses’ Union and The Employer. The Work Situation Report Form represents a Provincial standard, and will be utilized by all worksites/work units where PEI Nurses’ Union members are employed, (as indicated in Article 37.4 of the present Collective Agreement) and, therefore, this for is not to be changed by any one individual, or organization.

GUIDELINES FOR USE:

The Work Situation Report is a form to be used to document concerns about patient / client care in the workplace. It does not replace the worksite/work unit’s Provincial Safety Management Systems.

The purpose of the Work Situation Report is to:

- 1) provide an avenue whereby the Registered Nurse can document and bring concerns to the Employer’s attention for appropriate action; and
- 2) provide a formal record of concerns about specific problems for future verification, if necessary.

POINTS TO REMEMBER:

1. Complete legibly.
2. The form is to be completed by the person(s) involved. **DO NOT** complete a record for someone else.
3. **DO NOT** identify patients/clients or professionals involved in the incident being described.
4. The report form should be completed and submitted as soon as possible after the situation.
5. As much as possible, report only the facts about which you have first-hand knowledge. If more space is required, please add additional page(s).
6. The Registered Nurse completing the form must provide a copy of the Work Situation Report to Nursing Management and the Local President or designate.

**PEINU
WORK SITUATION REPORT**

WORKSITE: _____

(1) NAME: _____ DATE: (YYYY/MM/DD): _____

WORKSITE/UNIT: _____ SHIFT/TIME OF OCCURRENCE: _____

(2)	STAFFING (NUMBERS) SCHEDULED:	THIS SHIFT:
	RNs _____	_____
	LPNs _____	_____
	OTHER: _____	_____

(3) NUMBER OF PATIENTS ON UNIT: _____

Isolations: _____ Constant Cares/
Levels of Observation: _____

Admissions: _____ Discharges: _____

(4) DESCRIBE WORKLOAD SITUATION, INCLUDING ACUITY OF PATIENTS AND ANY CONTRIBUTING FACTORS:

(5) DETAIL ACTIONS YOU TOOK IN RESPONSE TO THE WORKLOAD SITUATION TO ADDRESS PATIENT NEEDS:

(6) NAME OF MANAGER/SUPERVISOR/DESIGNATE CONTACTED: _____

TIME CONTACTED: _____

(7) DESCRIBE ACTION/RESPONSE GIVEN BY MANAGER/SUPERVISOR/DESIGNATE:

(8) WHAT OTHER OPTIONS MIGHT HAVE BEEN CONSIDERED: _____

* * * * *

MANAGER/SUPERVISOR/DESIGNATE RESPONSE: _____

Date (YYYY/MM/DD) & Time of Submission

Signature of Registered Nurse

Date (YYYY/MM/DD) & Time of Receipt

Signature of Nursing Management

COPIES TO:

PEINU REPRESENTATIVE, EMPLOYER, REGISTERED NURSE

(9) For Professional Practices Committee Use Only

Report reviewed by Committee:

Date

Employee(s) notified of recommendations:

Date

Local President /
Worksite Representative

Director of Nursing /
Designate