

**COLLECTIVE AGREEMENT  
BETWEEN  
THE UNIVERSITY OF PRINCE EDWARD ISLAND  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL UNION 501  
SECURITY POLICE**

**MAY 1, 2007 - APRIL 30, 2012**

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(IBEW)

**WORKING AGREEMENT**

This Agreement made and entered into this 21<sup>st</sup> day of February in the year of our Lord 2018.

BETWEEN:

The University of Prince Edward Island, hereinafter referred to as the University; the Party of the First Part;

AND:

The University of Prince Edward Island Security Force, Local Union No. 501, Canadian Union of Public Employees, hereinafter referred to as the Bargaining Unit; the Party of the Second Part.

**PURPOSE OF AGREEMENT**

The purpose of this Agreement shall be to establish working conditions, hours of work, rates of pay and/or wages of the employees of the Security Force of the University of Prince Edward Island who are or were eligible to be members of the Bargaining Unit and to promote cooperation between the employees and the University of Prince Edward Island and its Board of Governors to allow efficient operation of the Security Department in carrying out the duties detailed by the University Administration.

**ARTICLE 1 - RECOGNITION AND SCOPE OF AGREEMENT**

- 1.1 The University voluntarily recognizes the Canadian Union of Public Employees, (CUPE), Local 501, as the sole Bargaining Agent for the employees within the scope of this Agreement employed by the **Department of Facilities Management – Security Services Division**.
- 1.2 The following **persons in the Department of Facilities Management, Security Services Division shall be excluded from the Bargaining Unit: the Director of Facilities Management, the Assistant Manager of Parking and Building Security, Clerical Staff, Confidential Employees, and any other persons excluded pursuant to the PEI Labour Act.**

**ARTICLE 2 - RESERVATIONS OF MANAGEMENT**

- 2.1 The control and direction of the **Department of Facilities Management**, including the right to hire, classify, suspend or discharge for cause; lay-off, promote or set back in classification; re-assign other duties because of lack of work or other just cause, is vested in the Employer, provided that, in the exercise of such functions, the Department Head shall not violate any provisions of this Agreement or discriminate against any employee because of membership in or lawful activities on behalf of the Bargaining Unit.
- 2.2 Employees coming under the scope of this Agreement shall be covered, also, by all University Rules and Regulations previously or hereinafter issued by the University that are not in conflict with the terms and conditions of this Agreement.
- 2.3 The University Administration or Board of Governors may at any time, abolish a position which is no longer required in the **Department of Facilities Management**. Any employee affected by such abolition, subject to length of service, skill, ability and record, shall be given every consideration for continued employment with the University outside the **Department of Facilities Management**. Notice in writing of intention to abolish a position and reasons for same shall be given to the Secretary of the Bargaining

ADDENDUM

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Unit or recognized Agent at least two (2) weeks prior to the Board meeting at which time, a resolution will be presented.

### **ARTICLE 3 - DEFINITIONS**

In this Agreement:

- a) "Board" means the University of Prince Edward Island Board of Governors.
- b) "Department Head" means the **Director of Facilities Management**, or designate, who has overall responsibility for the supervision and management of the unit.
- c) "Employee" means a member of the bargaining unit.
- d) "Employer" means the University of Prince Edward Island.
- e) "Layoff" means 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.
- f) "Permanent employee" means a person who has been appointed on a permanent basis and is serving or has successfully completed a probationary period.
- g) "University" means the University of Prince Edward Island.

### **ARTICLE 4 - NO DISCRIMINATION**

- 4.1 The Employer and the Bargaining Unit agree that there will be no discrimination, interference, restraint, coercion or intimidation exercised or practiced upon any person by them because of race, sex, creed, colour, national origin, political persuasion, religious commitments, or the absence of religious commitments or membership or non-membership in the Bargaining Unit or for any other reason.

### **ARTICLE 5 - BARGAINING UNIT SECURITY AND CHECK-OFF**

- 5.1 All employees of the **Department of Facilities Management** who are eligible as members of the Bargaining Unit shall, as a condition of continued employment, authorize the deduction of Bargaining Unit dues from their wages.

All future employees of the Employer who are eligible as members of the Bargaining Unit, shall, as a condition of continued employment, authorize the deduction of Bargaining Unit dues from their wages within thirty (30) days of permanent appointment as an employee with the University. This condition of employment is in accordance with precedent established by the Rand Formula. Union dues will be deducted from all temporary or replacement employees, excluding Student Union Security, if they are performing work which is covered by this Collective Agreement. All such employees are eligible for University and Union benefits as described in Appendix "B".

- 5.2 The University agrees, with respect to each of the employees covered by this Agreement, to deduct from the wages of such employees, all Bargaining Unit dues levied by the Bargaining Unit on its members and these dues shall be transmitted monthly to the Bargaining Unit accompanied by a list of employees showing contributions.
- 5.3 The University shall not be responsible, financially or otherwise, either to the Bargaining Unit or the individual employees for any failure to make deductions or for making an inaccurate deduction of dues. However, the University will attempt to take every reasonable measure to ensure an accurate accounting of this check-off system.

- 5.4 If, for any reason, any portion of this contract is contrary to law, the parties hereto agree that such portion is severable and separable from the remainder of the contract and that contract, in all other respects, shall continue in full force and effect in accordance with the terms thereof.

Appendix II

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#### **ARTICLE 6 - NON-BARGAINING UNIT EMPLOYMENT**

- 6.1 The Employer agrees that work or services presently performed by members of the Bargaining Unit shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any organization, institution, person, company or non-bargaining unit employee where such action results in the lay-off, failure to recall, reduction in the hours of work or regular pay of any permanent member of the Bargaining Unit unless mutually agreed by the Employer and the Union.
- 6.2 Notwithstanding Article 6.1, the University maintains the right to employ Student Union Security for routine traffic duties, maintaining order at student-oriented functions and services of a similar nature. Services of Student Union Security shall be of a nature similar to past practice. Other temporary staff may be hired, if, in the opinion of the University Administration, Security Police Officers and Attendants, by reason of numbers, are insufficient to maintain proper security control of the University.

#### **ARTICLE 7 - REPRESENTATION AND BARGAINING COMMITTEE**

- 7.1 Representation: No individual employee or group of employees shall undertake to represent the Bargaining Unit at meetings with the Employer without proper authorization of the Bargaining Unit. In order that this may be carried out, the Bargaining Unit will supply the Employer with the names of its Officers. Similarly, the Employer will, if requested, supply the Bargaining Unit with a list of its Supervisory or other Personnel with whom the Bargaining Unit may be expected to carry out transactions.
- 7.2 Bargaining Committee: A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Bargaining Unit, as appointees of the Bargaining Unit. The Bargaining Unit will advise the Employer of the Bargaining Unit nominees to the Committee.
- 7.3 Function of the Bargaining Committee - All matters pertaining to the interpretation, amendment and/or renegotiation at the termination of this Agreement shall be referred to the Bargaining Committee for discussion and settlement as well as collective bargaining and operational problems, rates of pay, hours of work and working conditions, etc.

#### **ARTICLE 8 - LABOUR-MANAGEMENT**

- 8.1 A Labour-Management Co-operation Committee shall be established consisting of not more than three (3) members of the Bargaining Unit and not more than three (3) representatives of the University. The Committee shall enjoy the full support of both parties to this Agreement in the interest of maximum service to the University Community.
- 8.2 Meetings of the Committee: In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meetings must be held not later than fourteen (14) calendar days after the request has been given.

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8.3 Time Off for Meetings: Any member of the Bargaining Unit on the Bargaining Committee or the Labour-Management Co-operation Committee shall have the privilege of attending Committee meetings held within working hours without loss of remuneration provided that, in all cases, the safety and well-being of the University Community must take precedence.

8.4 Technical Information: The Employer shall make available to the Bargaining Unit, on request, such reasonable information as required by the Bargaining Unit to carry out collective bargaining.

#### **ARTICLE 9 - GRIEVANCE PROCEDURE**

9.1 For the purpose of this Article "days" means days on which the Administration Offices of the University are open.

A grievance under this Agreement shall be defined as a difference or dispute between the University and any Bargaining Unit employee(s) or a case where the University or the Bargaining Unit has been said to have acted unjustly.

9.2 The University recognizes the right of the Bargaining Unit to appoint or otherwise select a Grievance Committee of three (3) members who shall be members of the Bargaining Unit. The Personnel of such Committee shall be communicated to the University Administration within seven (7) days of appointment.

9.3 Should a dispute arise between the University and the Bargaining Unit or its employees regarding interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

9.3.1 The aggrieved employee(s) shall, when it has come to his attention that there has been a violation of this Agreement, submit the grievance in writing to the Chairman of the Bargaining Unit Grievance Committee. If the Grievance Committee of the Bargaining Unit considers the grievance to be justified, the employee(s) concerned, together with a member of the Grievance Committee, shall, within seven (7) days, seek to settle the dispute with the employees' Department Head.

9.3.2 Failing satisfactory settlement under 9.3.1 within three (3) days, the employee(s) concerned, together with a member of the Grievance Committee, shall submit to the Vice-President of Finance and Facilities a written statement of the particulars of the grievance and the redress sought. The Vice-President, Finance and Facilities shall hold a meeting and shall declare his position and render his decision, in writing, within seven (7) days after receipt of the grievance. At this step, the Bargaining Unit may solicit the services of a Representative of the Canadian Union of Public Employees to represent the Bargaining Unit or the employee(s) with the grievance concerned.

9.3.3 Failing satisfactory settlement within seven (7) days after the grievance is discussed, the Bargaining Unit may, on giving seven (7) days notice in writing, notify the University of their intention to refer the grievance to Arbitration.

9.3.4 Where a dispute involving general application or interpretation occurs, the Vice-President of Finance and Facilities and the Bargaining Unit may mutually agree to by-pass all or any of the steps 9.3.1 and 9.3.2 of this article and go directly to Arbitration.

- 9.4 Grievances and replies to grievances shall be in writing at all stages.
- 9.5 In cases of unacceptable settlement, the grievor must state why the decision is unacceptable.
- 9.6 Grievances settled satisfactorily, within the time allowed, shall date from the time the violation occurred.
- 9.7 The University shall supply the necessary facilities for the grievance meeting.
- 9.8 The Bargaining Unit and the University reserve the right to file a grievance.
- 9.9 The time limits fixed under this article may be varied by mutual consent of the parties of this Agreement.

**ARTICLE 10 - ARBITRATION**

- 10.1 For the purposes of this Article "days" mean days on which the Administration Offices of the University are open.
- 10.2 Composition of Board of Arbitration: When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of the nominee for its party to the Board of Arbitration. Within seven (7) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Board of Arbitration. The two Arbitrators shall then meet to select an impartial Chair. If further time is requested, it may be mutually agreed upon.
- 10.3 Failure to Appoint: If the recipient of the notice fails to appoint an Arbitrator or the two appointees fail to agree upon a Chair within seven (7) days of appointment, the appointment shall be made by the Minister responsible for the *Labour Act* for the Province of Prince Edward Island upon request of either party.
- 10.4 Board Procedure: The Board may determine its own procedure consistent with Provincial Labour Legislation but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within fourteen (14) days from the time the Chair is appointed or within such other period as the parties mutually agree.
- 10.5 Decisions of the Board: The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding on the employee, the Bargaining Unit and the University, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions.
- 10.6 Disagreement on Decision: Should the parties disagree as to meaning of the decision, either party may apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision. The Board shall reconvene as soon as conveniently possible.
- 10.7 Expenses of the Board: Each party shall pay: the fees and expenses of the Arbitrator it appoints and one-half (1/2) the fees and expenses of the Chair.
- 10.8 Amending Time Limits: The time limits fixed in both the grievance and arbitration procedures may be extended by the mutual consent of the parties of this Agreement.
- 10.9 At any stage of the grievance or arbitration procedures, the parties may have the

Dated at Charlottetown, this 12<sup>th</sup> day of October 2001.

On Behalf of the  
University Prince Edward Island

*David Henry*  
*Deputy Chair*

On Behalf of the Canadian Union of  
Public Employees Local 1870

*Robert Clark*  
*Bruce Connell*

On Behalf of the Canadian Union  
of Public Employees Local 501

*John Williams*  
*Neil S. S.*

On Behalf of the International  
Brotherhood of Electrical Workers Local  
1432

*Daniel Brown*  
*Thomas Smith*

18. On the effective date, the Employer agrees to pay to each employee in the respective bargaining units (CUPE Locals 1870 and 501 and IBEW Local 1432) a lump sum payment of Two Hundred Dollars (\$200.00). This amount will be prorated for those employees who work less than full-time and such payment will be based on their full-time equivalency.

19. That the schedule leading to implementation shall be as follows:

September 30, 2001	Finalize Trust Agreement
October 31, 2001	Appoint Trustees
November 2001- February, 2002	Trustee In-service
December 2001- January 2002	Communication to plan members re. Benefit Credit Account, election and options for surplus
February 2002	Benefits Premium Renewals
February 28, 2002	Employees make elections
April 1, 2002	Effective date of implementation: <ul style="list-style-type: none"><li>• new payroll system</li><li>• Benefit Credit Accounts</li><li>• Trusteeship</li><li>• cost sharing arrangements</li><li>• new benefits premium rates</li></ul>

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21. The Parties agree that this Joint Working Committee on Supplementary Health Care Insurance will continue to operate until such time as the Trusteeship is in place and that it may, by mutual consent, amend or alter the implementation schedule as required.

assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have reasonable access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

#### ARTICLE 11 - HOURS OF WORK

11.1 The normal work week for all **employees** shall average forty (40) hours per week in accordance with the following:

1. Shift hours for those Security Officers and Attendants on an eight (8) hour shift schedule:

Shift A - 12:01 a.m. to 8:00 a.m.  
Shift B - 8:01 a.m. to 4:00 p.m.  
Shift C - 4:01 p.m. to 12:00 midnight.  
**Shift D - 10:01 p.m. to 6:00 a.m.**

2. Shift hours for those Security Officers **and Attendants** on a twelve (12) hour shift schedule:

Shift A - 7:01 p.m. to 7:00 a.m.  
Shift B - 7:01 a.m. to 7:00 p.m.  
**Shift C - 8:01 p.m. to 8:00 a.m.**  
**Shift D - 8:01 a.m. to 8:00 p.m.**

or such other starting and finishing times as may be mutually agreed upon by the University and the Union, for either or both of the above shifts. The actual shift days to be worked by each employee to be scheduled by the **Director of Facilities Management**, in consultation with the Union.

11.2 There shall be one-half (½) hour off for lunch each eight (8) hour or twelve (12) hour shift.

11.3 The Board of Governors and/or the Administration reserves the right to vary the normal working week of all employees and any eight (8) hour period other than specified herein. All work performed on any day after the regular eight (8) hours or twelve (12) hours duty, or in any week over forty (40) hours will be covered by Article 12, following. Security Officers and Attendants days off shall be worked out with the Director or his or her designate. Employee's days off will be two (2) consecutive days, if possible.

Notwithstanding the foregoing, the present shift schedule will be continued for the term of this Collective Agreement unless changed by mutual consent of the parties.

11.4 **Employees whose shifts are scheduled to begin between 4 p.m. and 5 a.m. will receive the following for all hours worked on these shifts:**

**Eight hour shift – five dollars and seventy four cents (\$5.74) per shift**  
**Twelve hour shift – eight dollars and sixty two cents (\$8.62) per shift**

## ARTICLE 12 - OVERTIME

- 12.1 Overtime Defined: All time worked beyond the normal eight (8) hour or twelve (12) hour shift or in excess of the average forty (40) hour work week shall be considered as overtime.
- 12.2 Overtime rates for work shall apply as follows:
- 12.2.1 On a regular work day: time and one-half the regular hourly rate.
- 12.2.2 On a regularly scheduled day off: double time.
- 12.3 Lay Off to Compensate for Overtime: Employees shall not be required to lay off during regular hours to equalize an overtime worked. However, by mutual consent between the Department Head or his or her designate and the employee, the employee may be allowed to add one and one-half (1½) times the actual hours worked to his or her vacation leave credits where the employee earns overtime at the rate of time and one-half and the employee may be allowed to add two (2) times the actual hours worked to his or her vacation leave credits where the employee earns overtime at the rate of double time, in lieu of pay.
- 12.4 Minimum Call-Back Time: Any employee who is called in and required to work outside his or her regular working hours, whether before or after his or her regular working hours, shall be paid for a minimum of four (4) hours at the applicable overtime rate whether or not work is performed, provided, however, the employee called reports for duty in person. This paragraph will not apply where the overtime is continuous with and subsequent to the normal working period. All overtime worked shall have the prior approval of the Director of **Facilities Management** or his or her designate.
- 12.5 Payment for Off-Duty Court Appearances: Payment shall be at the applicable overtime rate as set out in this Agreement for each off-duty Court appearance brought about by the employee's duties as a Security Officer or Attendant for the University.
- 12.6 Committee Meetings: An employee who attends a University Committee meeting during their off duty hours, as an appointed representative, shall be paid a minimum of **three (3) hours** at their straight time rate or receive the equivalent time off in lieu.
- 12.7 Employees who are required to work two (2) hours or more overtime before their regular shift, or a continuation of the regular shift, shall have meals paid for or supplied by the Employer.

## ARTICLE 13 - PAYMENT OF WAGES AND ALLOWANCES

- 13.1 On Call Pay: When an employee is advised that he or she is on call, that is immediately available by direct telephone contact, the employee shall be paid straight time wages in accordance with the following schedule:
- 13.1.1 After the regular eight (8) or twelve (12) hours of regular work day: four (4) or six (6) hours pay per day, respectively.
- 13.1.2 First regularly scheduled day off: four (4) or six (6) hours pay per day, respectively.
- 13.1.3 Second regularly scheduled day off, if on call or worked on first regularly scheduled day off: eight (8) or twelve (12) hours pay per day, otherwise, four (4) or six (6) hours, respectively.

## 11. Compliance

The Parties agree to comply to the Canada Customs and Revenue Agency bulletins describing the tax status of these approaches. The Parties also acknowledge the requirement for the continuation of the favourable tax status and that the consequences of the Canadian Customs and Revenue Agency removing the favourable tax status would adversely affect all participating members of the Plan.

On request, IBEW Local 1432 or any other bargaining unit, shall be admitted to full membership in the Trustee arrangement provided that the members of the bargaining unit seeking admission agree to a cost sharing of premiums in the Supplementary Health Care Insurance Plan based upon a 50 percent employee share and a 50 percent Employer share. IBEW would then receive an additional equivalent Benefit Credit to be implemented according to the same provisions as were applied the other unions.

12. On request, The Faculty Association shall be admitted to full membership in the Trustee arrangement provided that the members of The Faculty Association agree to a cost sharing of premiums in the Supplementary Health Care Insurance Plan based upon a 50 percent employee share and a 50 percent Employer share.
13. Any employee eligible for UPEI Supplementary Health Care Plan benefits may become a member of the Supplementary Health Care Plan under the same arrangements which are in place for the Trusteeship.
14. The Parties agree that retirees who derive their Health Benefits from the signatories to this Memorandum of Agreement will be subject to the terms of the Trustee managed Plan from the effective date of implementation, on a go forward basis. Those individuals who retired prior to the effective date shall continue to have the premium cost sharing arrangement of the Supplementary Health Care Insurance Plan that was in place for them at the time of their retirement date.
15. At the discretion of the Trustees, other parties such as the UPEI Retirees Association may attend Trustee meetings but will not be given Trustee status and will not vote on matters coming before the Trustees.
16. The Parties agree in principle to provide for the possibility of a future expansion of the mandate of the Trusteeship.
17. The Parties agree that the Employer will not amend the Supplementary Health Insurance Plan or alter the premium structure, up to the effective date of the Trust Agreement, except by the mutual consent of the parties. Notwithstanding the foregoing, any imposition of changes to plan design initiated by the insurance carrier which are beyond the control of the Employer may be implemented following consultations between the Employer and the Unions.

- h) Each eligible employee in the respective bargaining units will have a Benefit Credit Account. In the event that two persons employed by the University are eligible to be enrolled together under family coverage in the Plan, both shall be credited with any amounts provided or negotiated on their behalf.
- i) Employees will make their election regarding the use of any excess benefit credit once a year, in February. For the first election, if a choice is not made, the default will be the lump sum cash payment. Thereafter, if an election is not made, the previous election will be deemed to be the choice for the upcoming Plan Year.
- j) For new hires or newly eligible employees entering the benefit plan during the year, such employees are able to make their selection of benefits and election of any excess benefit credits even though the plan year is in progress. The election will be in effect until March 31<sup>st</sup>, the end of the plan year.
- k) Upon termination, employees who have elected cash will be paid the amount accrued. Employees who have elected a Health Spending Account will have six months to submit receipts for expenses incurred prior to the date of termination.
- l) Future benefit credits will be determined through the collective bargaining process.
- m) The Health Spending Account will be administered on a carry forward credit basis, meaning that the employee may only claim against receipts paid in that Plan Year.
- n) Any related administration fees charged by the carrier will be incorporated into the Health premium rates.

9. Plan Year

The Plan year will be the benefit premium year, commencing, April 1, 2002.

10. Health Spending Accounts

Benefit credits in excess of the employee cost determined by the cost sharing formula can be deposited to a Health Spending Account. The Health Spending Account can be used to pay for eligible expenses under income tax regulations that are not covered by the Supplementary Health Care Insurance Plan. An election made on how to use the excess credit amount applies only to the upcoming plan year. A new election is required for subsequent plan years. Once the election is made, it is irrevocable for that plan year.

Once the employee has elected a Health Spending Account, the amount will begin to accrue and any unused balance will be carried over for a second year. At the end of that time, any monies not used from the first year will be forfeited, in accordance with Revenue Canada Regulations.

13.1.4 All hours actually worked by "on call" employees shall be paid at applicable overtime rates in accordance with Article 12 of this Agreement. Overtime and on call duty will be divided as equitable as possible among qualified employees.

13.2 Educational Allowances: The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify himself to perform his or her job, including pay for time spent on such course.

13.2.1 Security Officers and Attendants assigned away from the University for training will receive their basic salary only and will not be entitled to overtime or leave credits as set forth in this Agreement.

13.3 Equal Pay for Equal Work: The principle of equal pay for equal work shall apply regardless of gender.

**ARTICLE 14 - ATTENDANCE AT WORK**

14.1 Attendance of employees at their place of work shall be recorded by: automatic time register; attendance record register or other such means as may be determined by the Employer.

14.2 Each employee is required to record their attendance on arrival at and departure from the place of work in both the forenoon and the afternoon of each working day or on any other occasion when on duty. If an employee fails to record their attendance then the employee may be denied payment of salary for the work period that is incompletely recorded.

14.3 Any employee without the authority of the Director or his or her designate who:

14.3.1 Tamper with an attendance record or,

14.3.2 Records time on or in the register for another employee or,

14.3.3 Induces another employee to record his or her attendance for him or her, whether falsely or not, on or in the register or,

14.3.4 In any manner, falsifies their attendance record is liable to dismissal.

14.4 A shift employee who is absent from duty without prior authorization shall inform the Department Head or his or her designate and shall communicate the reason for his or her absence to the Department Head or his or her designate as soon as possible and, in any case, within the first hour of such absence unless it is shown that it was impossible to do so.

14.5 Any leave of absence from duty for which pay may be allowed, excepting sick leave, must be applied for and authorized by the Department Head or his or her designate before such leave is taken.

14.6 When an employee returns to their duties after a period of absence, the reasons for their absence shall be entered in his or her attendance report or record card.

14.7 An employee who is late arriving at work shall report the reason therefore to the Department Head or his or her designate. If they consider that no deduction of pay should be made for such lateness, the Human Resources Department shall be notified.

14.8 When pay is deducted for lateness, such deduction shall be made at the following rates:

14.8.1 For lateness of 1 to 5 minutes - no deduction.

14.8.2 For lateness of 6 to 15 minutes - one-quarter hour pay.

14.8.3 For lateness of 16 to 30 minutes - one-half hour pay.

14.8.4 For every additional half-hour lateness or fraction thereof: an additional half-hour pay.

14.9 During working hours, no employee shall take leave from the University Campus or premises at which he is employed without the permission of the Department Head or his or her designate. An employee leaving their ordinary place of work shall, with permission, register giving the following information: name, whether personal or University business; if University business, the location of the place, person or persons to be visited and the approximate time of return.

14.10 (a) When the University has been closed because of storms and members of the Bargaining Unit are required to work, they shall be given equal time off in lieu at a date mutually agreeable to the employee and the Employer.

(b) For those employees, whose normal work day starts at a time other than the regular day shift hours, and storm conditions exist which, in the opinion of the Department Head, would place the safety of employees at risk, the employee will be permitted to remain at home, or leave work early, where possible, without loss of pay or benefits.

(c) For the purpose of applying this clause, a day shall start and end at midnight.

14.11 Name tags must be displayed by all Security Officers while on duty. Should a tag get lost or broken, it should be reported immediately to the Director or his or her designate so that the tag may be replaced.

14.12 All Officers and Attendants will work their shifts as posted and any changes therein must be requested in writing and permission granted by the Department Head or his or her designate.

#### **ARTICLE 15 - LOST TIME**

15.1 At the completion of each pay period, Security Officers and Attendants owing the University time shall have such time deducted from their pay on a straight time basis. Such time, up to one (1) working day in length, shall be recorded on the absent time form provided by the University.

#### **ARTICLE 16 - REST PERIODS**

16.1 Employees may be allowed one (1) rest period in each four (4) hours of a shift not exceeding ten (10) minutes each.

6. The Canadian Union of Public Employees Locals 1870 and 501 agree to participate in a cost sharing of premiums in the Supplementary Health Care Insurance Plan based upon a 50 percent employee share and a 50 percent Employer share on the effective date.

7. The International Brotherhood of Electrical Workers Local 1432 agree to participate in a cost sharing of premiums in the Supplementary Health Care Insurance Plan based upon a 25 percent employee share and a 75 percent Employer Share on the effective date.

#### **8. Benefit Credits**

a) The Parties agree that the Employer's reimbursement to the employees will be based on a benefit credit approach thereby saving the income taxes that would otherwise be payable by the employee.

b) The actual value of the benefit credit will be determined at the time of the effective date which shall be April 1, 2002.

c) In accordance with the previously signed Memoranda and Letter of Understanding referred to above, the initial Benefit Credit will be the amount equivalent to the total value of the employees share of the cost sharing arrangement, and will be paid to each employee in the respective bargaining units who is a subscriber of the Supplemental Health Care Plan, split according to their single or family participation in the Supplementary Health Care Plan. This initial Benefit Credit will not apply to those part-time subscribers who are already sharing the premium on a 50/50 basis. Future benefit credits will be determined through the collective bargaining process.

d) The initial benefit credits will be calculated as 50 percent of the health plan cost for single and family coverage in the Supplementary Health Care Insurance Plan for CUPE Local 1870 and CUPE Local 501 members.

e) The initial benefit credits will equal 25 percent of the health plan cost for single and family coverage in the Supplementary Health Care Insurance Plan for IBEW Local 1432 members.

f) On the effective date, benefit credits established through the initial process which are in excess of the value needed to pay for the employee's portion of the benefit costs will be eligible for deposit to a health spending account or can be taken as a cash payment.

g) The exchange of benefit credits for cash is permitted under the Income Tax Act; however, the election is irrevocable and must be made before the beginning of the benefit plan year. The actual payment to the Benefit Credit Account will be made on a bi-weekly payroll basis. Health Spending Accounts may be drawn upon throughout the year to the extent that is in the account. Any payout of cash will be made as a lump sum at the end of each plan year.

The Trust Agreement shall include provisions for, but not be limited to, the following:

Introduction

Definitions

General Interpretation

Purpose of the Trust Fund

Trustees

General Authority of Trustees

- Duty to Report on The Affairs of the Trustees

- Procedures, By-Laws and Regulations

- Construction of Agreements

Commencement and Collection of Contributions

- Contributions

- Commencement of Coverage

- Collection of Contributions

- Benefit Credit Accounts

Record Keeping and Signing of Documents

- Execution of Documents

- Form of Execution

Meetings of Trustees

- Minutes

Expenses of Trustees

Deposit, Withdrawal and Co-Mingling of Funds

Bonding and Insurance

Consultation on the Removal of the Actuary, Administrator, Investment Manager and Consultant

- Actuary

- Administrator

- Investment Manager

- Consultant

Education and Training of Trustees

Amendment to the Trust Agreement, including the expansion of the mandate

Amendment to Plan(s)

Termination of Participation by the Parties

Termination of This Agreement

General Provisions

Notice

Execution Date

4. The Trust Agreement will be available for review for ratification by the Parties within 90 days of signing this Memorandum of Agreement with an objective to have the Trust Agreement finalized by September 30, 2001, with an effective date of April 1, 2002.
5. Once it is in effect, the Trusteeship Agreement will take precedence over this Memorandum of Agreement.

#### **ARTICLE 17 - STATUTORY HOLIDAYS**

- 17.1 The following shall be considered paid holidays and shall be observed on the calendar day on which they fall. Employees who are not obliged to work on these days shall be paid at the regular rate of pay:

New Year's Day

Good Friday

Easter Monday

Victoria Day (or the day

proclaimed)

Canada Day

Floating Holiday (to be designated by the Employer within the period June 1st and September 30th of any year.)

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

Labour Day

and all such days approved by special proclamation of the Federal Government or the Provincial Government of Prince Edward Island or the Board of Governors of the University of Prince Edward Island.

- 17.2 All employees regularly scheduled to work on any Statutory Holiday as defined in Article 17.1 of this Agreement will be paid at the rate of two (2) times their regular hourly rate on an overtime basis for all hours worked on such days.

- 17.3 At any time that the University Administration closes the University, for whatever other reason; employees of the Security Services Division shall receive equal time off, at a time mutually agreeable between the Employer and the employee.

#### **ARTICLE 18 - VACATIONS**

- 18.1 Employees will be granted vacations with pay according to the following schedule:

18.1.1 Employees with less than seven (7) years service will accumulate vacation credits at the rate of 1.25 working day per month or fifteen (15) working days per annum, based on an eight (8) hour day and adjusted for those on twelve (12) hour shifts.

18.1.2 Employees who have attained seven (7) full years of continuous service shall accumulate vacation credits at the rate of 1.66 working days per month or twenty (20) working days per annum, based on an eight (8) hour day and adjusted for those on twelve (12) hour shifts.

18.1.3 Employees with sixteen (16) or more full years of continuous service shall accumulate vacation credits at the rate of 2 1/12 working days per month or twenty-five (25) working days per annum, based on an eight (8) hour day and adjusted for those on twelve (12) hour shifts.

18.1.4 During the first six (6) months of employment, no vacation leave shall be granted but shall be considered as accumulating during that period.

18.1.5 An employee appointed on the first working day of the month shall be eligible to begin accumulating vacation credits from that date. An employee appointed on any day subsequent to the 15<sup>th</sup> of the month to the Security Services Division shall be eligible to begin accumulating vacation credits from the first of the month immediately following the date of appointment.

18.1.6 All vacation leave must be approved by the Department Head or his or her designate prior to the commencement of such leave.

- 18.1.7 **Employee vacation preferences shall be submitted in writing prior to May 15 of each year and the vacation schedule posted by June 1.** Vacation shall be granted on the basis of seniority provided, however, that employees who split vacation entitlement into two (2) or more vacation periods may only use seniority preference for one period of vacation in any one year. The schedule shall not be changed unless emergency requirements of the Department force postponement of such vacation dates or unless mutually agreed upon by the employee and the Employer.
- 18.1.8 **During the period of June 15 to September 15,** employees are limited to two (2) continuous weeks vacation leave in order to provide summer vacation leave for other employees in the Bargaining Unit.
- 18.1.9 The University may, on mutual agreement, pay at straight time rates, in lieu of time off from work, for all vacation leave credits in excess of two (2) calendar weeks.
- 18.1.10 No employee shall accumulate more than two (2) years' vacation entitlement.
- 18.2 Holidays during Vacation: If a paid holiday falls or is observed during an employee's vacation period, he or she shall be granted an additional eight (8) hours pay for each holiday in addition to their regular vacation time or an additional day's vacation, in lieu of pay, upon mutual agreement between the employee and the University.
- 18.3 Vacation Pay for Termination: An employee terminating his employment with the University will be entitled to remuneration as laid down in the University regulations and/or Provincial Statute, whichever is greater.
- 18.4 Illness during Vacation: Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation. This does not, however, give such employee the right to prevent another employee's vacation period.

#### **ARTICLE 19 - SICK LEAVE**

- 19.1 Sick Leave Provisions: Sick leave means the period of time an employee is permitted to be absent from work by virtue of being sick or disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the Worker's Compensation Act.
- 19.2 Amount of Sick Leave: Sick leave benefits will accumulate at the rate of one and one-quarter (1 1/4) working days for each full calendar month of service up to a maximum accumulation of **one hundred and ninety-five (195)** working days based on an eight (8) hour day and adjusted for those on twelve (12) hours shifts. Any period of sick leave which is granted with pay shall be deducted from this accumulation.
- 19.3 Sick leave credits will be allowed from the first day of illness. The University may require a Doctor's certificate to be presented after three (3) consecutive days of sick leave.
- 19.4 Employees terminating their services with the University shall not be entitled to receive accrued sick leave credits or the pay thereof.

#### **MEMORANDUM OF AGREEMENT**

BETWEEN:

The University of Prince Edward Island

And

The Canadian Union of Public Employees - Local 1870  
The Canadian Union of Public Employees - Local 501  
The International Brotherhood of Electrical Workers - Local 1432

(Hereinafter called the "Parties")

Whereas the University of Prince Edward Island and the Canadian Union of Public Employees Local 1870 entered into a Memorandum of Agreement Re: Article 23 - Group Insurance as part of the negotiated settlement for a collective agreement dated July 10, 2000; AND

Whereas the University of Prince Edward Island and the Canadian Union of Public Employees Local 501 entered into a Memorandum of Agreement Re: Article 26 - Insurance as part of the negotiated settlement for a collective agreement dated July 10, 2000; AND

Whereas the University of Prince Edward Island and the International Brotherhood of Electrical Workers Local 1432 entered into a Letter of Understanding Re: Article 22 - Insurance as part of the negotiated settlement for a collective agreement dated June 26, 2000; AND

Whereas the Parties to each Memorandum of Agreement and the Letter of Understanding noted above have participated in the Joint Working Committee on Supplementary Health Care Insurance and have reached an agreement on the cost sharing of premiums for the Supplementary Health Care Plan.

Therefore, the Parties agree that:

1. The Parties to each Memorandum of Agreement noted above have reached an agreement to establish a Trustee arrangement for the purpose of jointly administering the Supplementary Health Care Plan.
2. The Parties to the Letter of Understanding noted above have agreed that the International Brotherhood of Electrical Workers Local 1432 will not participate as a voting member of the Trustees but will hold observer status at Trustee meetings.
3. The Employer will arrange for the preparation of a draft Trust Agreement for consideration by the Parties.

MEMORANDUM OF AGREEMENT

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL UNION 501 - SECURITY POLICE  
(The Union)

and

THE UNIVERSITY OF PRINCE EDWARD ISLAND  
(The University)

REGARDING THE CHRISTMAS SCHEDULE

The parties hereto agree that:

1. The Christmas schedule period is defined as that period between noon, December 24<sup>th</sup> up to midnight of the day preceding the first business day of the new year.
2. At its discretion, the University may operate with reduced staff complements during the Christmas Schedule.
3. Normally, each employee will be required to work a minimum of two (2) shifts during the Christmas Schedule period. In scheduling the shifts, the statutory holidays and days of observance shall be scheduled first and then the remaining days shall be scheduled.
4. Each employee shall be compensated at a premium rate for any two (2) shifts worked during the Christmas Schedule. For those shifts covered by Statutory Holiday provisions the Collective Agreement, the appropriate rates shall apply. For those remaining shifts not specified as Statutory Holidays, the employees working those shifts will be compensated at time plus time in lieu, or an equivalent in pay. Employees working over and above the two (2) premium shift maximum will be compensated at the appropriate rate, as per the Collective Agreement.
5. Upon advising the Union, the University may employ casual staff to work those shifts not assigned to the regular staff.

For the Union:

*John Williams - President*  
*Patrick R. Doyle Secretary*

For the University:

*Maureen [Signature]*

**ARTICLE 20 - LEAVE OF ABSENCE**

20.1 When the requirements of the service will permit, employees may be allowed leave of absence, without pay, not exceeding ninety (90) days in any calendar year. Leaves of absence must be authorized in writing and the Bargaining Unit shall be notified of any employees on authorized leave.

20.1.1 An employee may request, on a one-time basis, a leave of absence, not to exceed one (1) year, without pay and without loss of seniority. Such request shall be in writing and may be approved by the Employer after taking into consideration the reason for the request and provided the efficient operation of the Security Services Division takes precedence.

While on such extended leave of absence an employee shall retain all accrued benefits and shall continue to accumulate seniority benefits under this Collective Agreement. Where the fringe benefits plans allow, the employee may remain covered by these plans by paying both the employee and the employer cost.

20.2 Employees on leave of absence who engage in other employment will be considered to have resigned unless otherwise mutually arranged between the University and the Bargaining Unit.

20.3 Employees on leave of absence, under 20.1, shall accumulate seniority but shall not accrue vacation or sick leave credits.

20.4 For Bargaining Unit Business: Where permission has been granted to a Representative of the Bargaining Unit to leave his employment temporarily in order to carry out negotiations with the Employer, or with respect to a grievance, the employee shall suffer no loss of pay on his regular wages for the time so spent.

20.5 Should the Executive of the Union so request, any member may be permitted a reasonable amount of time off without pay, in order to transact legitimate Union business as a Representative of the said Union.

20.6 Bereavement Leave:

(a) An employee shall be granted five (5) calendar days leave without loss of salary or wages in the case of death of a parent, spouse, common-law spouse, brother, sister, child or grand-child.

(b) An employee shall be granted three (3) calendar days leave without loss of salary or wages in the case of death of a grand-parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son or daughter-in-law, fiancé, fiancée, or any second degree relative who has been residing in the same household.

(c) Where the burial occurs outside the Province, such leave may be extended to a maximum of seven (7) calendar days to allow travel time provided the employee shows that the employee did, in fact, leave the Province to attend such funeral.

20.6.1 Employees upon application to their Supervisor and upon reasonable proof, thereof, shall be granted one (1) **calendar** day bereavement leave for funeral duties without loss of salary or wages.

Also, employees upon application to their Supervisor and upon reasonable proof thereof, shall be granted one (1) **calendar** day bereavement leave with pay, for any second degree relative (e.g. uncle, aunt, first cousin) not covered by Article

20.6 (b).

- 20.7 **Education Leave:** Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the service provided the taking of such examinations is requested by the University.
- 20.8 **General Leave:** An employee may be allowed up to six (6) days per annum paid leave of absence when he or she requests such leave for good and sufficient cause. Such leave shall be granted at the discretion of the Employer.
- 20.8.1 An employee shall be granted up to five (5) working days leave per annum without loss of salary or wages in the case of serious illness of a parent, spouse, brother, sister, child, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-or-daughter-in-law, grandchild, common law spouse, fiancé, fiancée, or any second degree relative who has been residing in the same household. A medical certificate signed by a qualified practitioner may be required after two (2) consecutive days.
- 20.9 **Maternity and Paternity Leave:**  
Every employee who:
- (a) has been in the employment of the University for a continuous period of twenty (20) weeks or more;
  - (b) makes an application for maternity leave at least four (4) weeks before the day specified by the employee as the day on which the employee intends to commence the leave; and
  - (c) provides the University with a certificate of a qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of birth, shall be granted maternity leave, without pay, from employment with the University in accordance with the following conditions:
- 20.10 The maternity leave to which an employee is entitled shall consist of a period not exceeding seventeen (17) weeks commencing at any time during the period of eleven (11) weeks immediately preceding the estimated date of birth.
- 20.11 Notwithstanding the foregoing, where the actual date of birth is later than the estimated date of birth, the employee is entitled to not less than six (6) weeks leave after the actual date.
- Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee may be transferred to an alternate position provided she is capable of performing the work.
- The employee may return to work and the Employer may permit the employee to return to work at a date earlier than six (6) weeks after the date of actual delivery.
- The employee is entitled to resume work in the position occupied by the employee at the time such leave commenced or, if that position no longer exists, in a comparable position with not less than the same wages and benefits the employee would have received if the employee had not been granted maternity leave.
- 20.12 During this period, the employee shall retain all accrued benefits and full seniority shall accumulate. The employee may, if she desires, pay the full costs of any cost-shared employee benefits; and, on return to full employment, she shall be reimbursed the Employer's share of any payment made.
- 20.13 **Procedure Upon return from Maternity Leave:** When an employee decides to return to work after maternity leave, she shall provide the Employer with at least two (2) weeks

## **APPENDIX B - Temporary and Replacement Employees**

The parties agree that the provisions of the Collective Agreement shall apply to temporary and replacement employees to the extent and in the manner outlined as follows:

### **Purpose of Agreement:**

<b>Article</b>	<b>Applicability</b>
Article 1 -	Recognition and Scope of Agreement
Article 2 -	Reservations of Management
Article 3 -	Definitions
Article 4 -	No Discrimination
Article 5 -	Bargaining Unit Security and Check Off
Article 7 -	Representation and Bargaining Committee
Article 9 -	Grievance Procedure (Access to the grievance process is limited to those Sections of the Agreement that apply to temporary and replacement employees, as defined in this Appendix.)
Article 10 -	Arbitration (Access to Article 10 is limited in the same manner as Article 9.)
Article 11 -	Hours of Work
Article 12 -	Overtime (Article 12.3 excluded, otherwise, as is)
Article 13 -	Payment of Wages and Allowances
Article 14 -	Attendance at Work
Article 15 -	Lost Time
Article 16 -	Rest Periods
Article 17 -	Statutory Holidays
Article 18 -	Vacations (Temporary employees shall be paid 4% vacation pay at the end of their term, less any time owing. After one (1) year of continuous service, they shall begin to accumulate vacation in accordance with Article 18.)
Article 20 -	Leave of Absence
Article 24 -	Commencing with Clause 20.6 through to, and including, Clause 20.17 only. <b>Job Postings</b> Add to Clause 24.1 only: If no suitable candidate is found from among permanent employees, then first consideration will be given to those temporary employees who apply. The ability of these candidates to perform the work required shall be determined by management to the same extent and in the same manner as in Clause 24.1. Exclude Articles 24.3, 24.5 and 24.7.
Article 25 -	Clothing Clothing will be provided as necessary to perform the work in accordance with the expected length of the work term.
Article 26	Clause 26.4 applies, rest does not.
Article 28 -	General Conditions Articles 28.2, 28.3 and 28.4
Article 35 -	Workers' Compensation
Appendix A -	Salary Schedule

notice.

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>	<u>STEP I</u>	<u>STEP II</u>
Corporal	May 1, 2007	\$41,706	
	May 1, 2008	\$42,915	
	May 1, 2009	\$43,773	
	May 1, 2010	\$44,605	
	April 30, 2011	\$45,676	
	May 1, 2011	\$46,590	
	April 30, 2012	\$47,661	
Third Year Constable	May 1, 2007	\$38,959	
	May 1, 2008	\$40,089	
	May 1, 2009	\$40,891	
	May 1, 2010	\$41,668	
	April 30, 2011	\$42,668	
	May 1, 2011	\$43,521	
	April 30, 2012	\$44,521	
Second Year Constable	May 1, 2007	\$37,218	
	May 1, 2008	\$38,297	
	May 1, 2009	\$39,063	
	May 1, 2010	\$39,805	
	April 30, 2011	\$40,760	
	May 1, 2011	\$41,575	
	April 30, 2012	\$42,530	
First Year Constable	May 1, 2007	\$35,585	
	May 1, 2008	\$36,617	
	May 1, 2009	\$37,349	
	May 1, 2010	\$38,059	
	April 30, 2011	\$38,972	
	May 1, 2011	\$39,751	
	April 30, 2012	\$40,664	
* Security Attendant	May 1, 2007	\$30,219	\$31,728
	May 1, 2008	\$31,095	\$32,648
	May 1, 2009	\$31,717	\$33,301
	May 1, 2010	\$32,320	\$33,934
	April 30, 2011	\$32,820	\$34,434
	May 1, 2011	\$33,476	\$35,123
	April 30, 2012	\$33,976	\$35,623

\* Security attendants shall be hired at Step I and shall be placed at Step II after one (1) year of continuous service from their date of appointment.

- 20.14 At any time during maternity leave, the employee may draw two (2) weeks pay, which shall be deducted from accumulated sick leave days.
- 20.15 1. Every employee who:  
 (a) has been in the employment of the University for a continuous period of twenty (20) weeks or more:  
 (b) i) In the case of a female employee, becomes the natural mother of a child, or  
 ii) In the case of a male employee, becomes the natural father of a child or assumes actual care and custody of a new-born child; or  
 iii) adopts or obtains legal guardianship of a child under the law of a province; and  
 (c) submits application for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave, is entitled to, and shall be granted, parental leave without pay consisting of a continuous period of up to thirty-five (35) weeks.
2. For clarification, an employee who meets the requisites shall be granted unpaid leave up to a maximum total of fifty-two (52) consecutive weeks.
3. In the case of adoption and legal guardianship, an application for parental leave, pursuant to clause 1 c) above, shall not be required earlier than the date on which the employee is notified of the placement of the child.
4. Subject to subsection 5, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee.
5. An employee who wishes to resume working at the expiration of parental leave under this section shall give the Employer two (2) weeks notice of the day on which the employee intends to resume working for the Employer.
6. Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before commencement of the parental leave unless the employee and the Employer otherwise agree.
- 20.16 Every employee who makes application for, and is granted parental leave under this Article continues to accumulate seniority during the period of leave and may continue any cost-shared employee benefits by paying the full costs of these benefits.
- 20.17 Paid paternity leave shall cover a period of up to five (5) days commencing no later than the date of the child's discharge from the hospital, or date of birth if birth is not in hospital.

**ARTICLE 21 - SENIORITY**

- 21.1 Seniority Defined: Seniority will be shown in two categories:  
Employment Seniority: Length of employment with the University.

Classification Seniority: Length of employment as a Security Officer or Security Attendant.

21.1.1 The length of employment with the University, regardless of classification, will be recognized in the following matters:

1. Vacations
2. Leaves of Absence
3. Lay-Off and Recall
4. Any matter not specifically applicable to classification seniority.

21.1.2 The length of employment within classification will be recognized in the following matters:

1. Promotions
2. Training
3. Transfers
4. Demotions

21.2 Seniority List: The Employer shall maintain a seniority list showing the date on which each employee's employment commenced.

21.3 Loss of Seniority: An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer. An employee shall lose seniority rights in the event that:

1. The employee is discharged for just cause and not re-instated.
2. The employee resigns. See Article 20.2.
3. The employee is absent from work in excess of one (1) working day without notifying the Employer unless such notice was not reasonably possible.
4. Following a lay-off, the employee fails to return to work within seven (7) calendar days after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his or her address.

**ARTICLE 22 - PROBATION**

22.1 Probationary Employees: A new employee hired on a permanent basis in any classification covered by this Agreement will be on probation for a period of six (6) months following the effective date of the permanent appointment. A new employee working through his or her probationary period shall be regarded as coming within the scope of this Agreement except that the employee may be released from employment without recourse to the Grievance Procedure, except in a case where the Union claims discrimination as noted in Article 4.1, as the basis of termination.

22.2 The University reserves the sole right to make the decision regarding the retention or release of an employee at any time during the probationary period but agrees to notify the Bargaining Unit fourteen (14) calendar days prior to the end of the period if termination action is to be taken. The probationary period may be extended for an additional sixty (60) days by mutual agreement.

22.3 In the event that a probationary employee's absence(s) or breaks of service exceed five (5) days, the employer may extend the probationary period by an equivalent number of days.

22.4 A probationary employee who, while serving their probationary period, is the successful

**APPENDIX A - Salary Schedule**

Scale of wages and job classifications for the University of Prince Edward Island Security Services Division will remain in effect until April 30<sup>th</sup>, 2012.

5 year agreement May 1<sup>st</sup>, 2007 - April 30<sup>th</sup>, 2012

Adjustment to Salary	May 1 <sup>st</sup> , 2007	2.75% adjustment to all classifications
	May 1 <sup>st</sup> , 2008	2.9% adjustment to all classifications
	May 1 <sup>st</sup> , 2009	2.0% adjustment to all classifications
	May 1 <sup>st</sup> , 2010	1.9% adjustment to all classifications
	April 30 <sup>th</sup> , 2011	\$1,000 adjustment to Third Year Constable classification, prorated accordingly for First and Second Year Constable and Corporal Classifications \$500 adjustment to Security Attendant classification
	May 1 <sup>st</sup> , 2011	2.0% adjustment to all classifications
	April 30 <sup>th</sup> , 2012	\$1,000 adjustment to Third Year Constable classification, prorated accordingly for First and Second Year Constable and Corporal Classifications \$500 adjustment to Security Attendant classification

SIGNED, SEALED AND DELIVERED 21 DAY OF February, 2012.

IN THE PRESENCE OF:

[Signature]  
Witness

FOR:

THE UNIVERSITY OF PRINCE EDWARD ISLAND

LOCAL UNION NO. 501  
CANADIAN UNION OF PUBLIC EMPLOYEES

[Signature]  
[Signature]

PRESIDENT CUPE LOCAL 501  
MARK MORRISON  
mark morrison  
[Signature]  
Witness

[Signature]  
[Signature]

applicant for a subsequent promotion, lateral appointment or demotion, shall serve a new and separate probationary period for the new appointment.

**ARTICLE 23 - LAYOFF AND RECALL**

- Layoff**
- 23.1 The University will notify the President of the Bargaining Unit of any planned layoff.
- 23.2 The University shall notify the employees who are to be laid off thirty (30) days prior to the effective date of layoff, or greater period of notice as required by legislation, in which case such greater notice period or pay in lieu thereof, shall be given.
- 23.3 In the event of layoff, employees shall be laid off in reverse order of their employment seniority providing that there remain employees who then have the qualifications to perform the work.
- 23.4 An employee who is subject to layoff shall have the choice to either:
  - a) accept a permanent severance.
  - b) accept the layoff.
  - c) exercise his or her bumping rights.
- 23.5 The Employer shall provide the employee, in writing, with the options, at the time of notice. The employee shall respond in writing to the Director, Human Resources, within ten (10) days of receipt of the notice.
- Bumping**
- 23.6
  - a) An employee exercising his or her bumping rights may displace an employee who has less employment seniority and who is the least senior in the same classification or lower classification in the Bargaining Unit, if the employee subject to layoff has the qualifications to perform the work.
  - b) The employee shall then be appointed to that position at the applicable salary and that appointment shall become the employee's new classification, level and time (full-time or part-time) status.
  - c) The employee so displaced shall then be given notice of lay off and shall proceed in accordance with Article 23.4, and so forth, until such time as there is no further displacement.
- 23.7 An employee who is laid off shall retain his or her seniority rights accumulated up to the date of layoff, for a maximum of eighteen (18) months from the date of such layoff.
- 23.8 All employee benefits shall cease from the date of layoff.
- Recall**
- 23.9 An employee who is on layoff shall be given preferential consideration for rehiring prior to posting a position in the same classification or lower classification in the Bargaining Unit.
- 23.10 Employees shall be recalled in order of seniority provided they have the qualifications to perform the work.
- 23.11 The University shall notify the employee being recalled, in writing, by registered mail (or

equivalent) to the last address on file. The notification shall state the position to which the employee shall be eligible to be recalled and the location, date and time at which the employee is to return to work.

- 23.12 It shall be the employee's responsibility to keep the Employer informed of the employee's current qualifications and current address.
- 23.13 The employee shall notify the Director of Human Resources of acceptance within five (5) working days after receiving the recall notice. Notification shall be deemed to have been received on the fifth (5<sup>th</sup>) working day following the mailing of notice by registered mail.
- 23.14 Employees may waive their rights to return to employment for positions or vacancies of less than ninety (90) days duration.
- 23.15 Where an employee fails to notify the University or to return to work in accordance with the recall notice, he or she shall lose all seniority and shall be deemed to have quit the employ of the University.
- 23.16 Once the employee has accepted a recall, the employee shall be appointed to that position at the appropriate salary and that appointment shall become the employee's new classification, level and time (full-time or part-time) status.
- 23.17 Employees on layoff may apply for any job vacancies arising out of a job posting.

#### **ARTICLE 24 – JOB POSTINGS**

- 24.1 (a) **When a vacancy occurs or a new position is created** the Employer shall post the position for a period of five (5) days, thereby affording the employees an opportunity to make application for the posted position.
- (b) The Employer agrees, for information purposes only, to post vacancies for positions outside the Bargaining Unit.
- 24.2 **In filling vacancies**, the seniority of the employee concerned, consistent with qualifications and ability to perform the work required shall be a determining factor. Ability to perform the work required shall be determined by management, as long as it is consistent with the terms of this Agreement.
- 24.3 **Trial Period: A permanent employee who is** the successful applicant shall be placed on trial for a period of ninety (90) days. Conditional on satisfactory employment, such trial promotion will become permanent after the period of ninety (90) days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he or she shall be returned to a similar position without loss of seniority. By mutual agreement, the trial period may be extended an additional thirty (30) days.
- 24.4 **Pursuant to Article 24.3**, any other employee **affected** shall also be returned to his or her former position without loss of seniority.
- 24.5 **Promotions Requiring Higher Qualifications:** In case of promotion requiring higher qualifications and no qualified employee is available, the Employer shall give consideration to the senior employee who does not possess the required qualifications but is preparing for qualification, prior to filling of a vacancy. Such employee will be given an opportunity to qualify within a reasonable length of time, as determined by the University, and revert to his or her former position if the required qualifications are not met within such time.

of pay, without deduction from sick leave, unless the attending physician states that the employee is fit for further work on that shift.

#### **ARTICLE 36 - TERM OF AGREEMENT**

- 36.1 Except as otherwise provided in this Agreement, the provisions of this Agreement shall be to the benefit of and be binding on both parties for conditions and wages as herein provided from and after May 1<sup>st</sup>, 2007, and thereafter shall continue in force for a period of **sixty (60)** months ending on the date April 30<sup>th</sup>, 2012, and thereafter shall continue in force from year to year unless notice in writing is given not less than sixty (60) days next preceding the expiration date in any year by either party giving notice to the other party of a desire to negotiate a new working Agreement or amend the existing Agreement.
- 36.2 **Change in Agreement:** Any change deemed necessary may be made by mutual agreement at any time during the life of this Agreement.
- 36.3 **Notice of Changes:** Should either party give proper written notice as indicated in Article 36.1, the party receiving such notice must be prepared to enter into negotiations for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.
- 36.4 The entire contract shall be negotiable at the request of either party unless they mutually agree to make specific amendments, additions or deletions.
- 36.5 Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and, if the negotiations extend beyond the anniversary date of the Agreement, any revisions in terms mutually agreed upon shall, unless specified, apply retroactively to that date.

#### **ARTICLE 37 - JOB SECURITY**

- 37.1 All job classifications listed on Appendix "A" attached hereto shall remain in force for the duration of this Agreement.

31.3 The retirement allowance shall be calculated on the basis of the annual salary being paid the employee immediately prior to his or her retirement or the average of the employee's salary over the five (5) years immediately prior to his or her retirement whichever is greater.

#### **ARTICLE 32 - RETROACTIVE PAY FOR TERMINATED EMPLOYEES**

32.1 An employee who has severed his or her employment between the termination date of the previous Agreement and the effective date of this Agreement shall receive the full retroactivity of any increase in wages or salaries.

#### **ARTICLE 33 - SEVERANCE ALLOWANCE**

33.1 Employees with at least fifteen (15) years continuous service whose employment is terminated for reason other than discipline or retirement shall be entitled to receive one (1) month's pay for each three (3) years of service to a maximum of six months. Each full year in excess of fifteen (15) years shall entitle the employee to an additional one-third (1/3) of the monthly rate (e.g., for a total of 5 1/3 months severance pay at 16 years, 5 2/3 months severance pay at 17 years and 6 months severance pay at 18 years).

#### **ARTICLE 34 - STRIKES AND LOCKOUTS**

34.1 There shall be no lockouts or strikes during the life of this Agreement.

#### **ARTICLE 35 - WORKERS' COMPENSATION**

35.1 An employee prevented from performing his or her regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act shall be paid by the Workers' Compensation Board.

35.2 Notwithstanding Article 35.1, 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 Worker's Compensation Board. The calculation of net pay entitlement shall be made in the same manner as the calculation made by the Workers' Compensation Board up to a maximum earnings.

35.3 When an employee is in receipt of Workers' Compensation Board benefits for a period of ten (10) working days or more, the Employer will pay, during the period while the employee is receiving temporary earnings loss benefits pursuant to the Workers' Compensation Act, the full costs of the employee's premiums where the employee prior to his or her injury participated in Group Life and Group Medical Insurance Plans and will make the employee's pension contributions.

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

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

35.6 An employee who is injured during working hours, and is required to leave for treatment, shall receive payment for the remainder of the shift at his or her regular rate

24.6 Bargaining Unit Notification: The Bargaining Unit shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment within the Bargaining Unit.

24.7 Disabled Employees Preference: An employee who has been incapacitated at his or her work by injury or compensable disease or through advancing years or temporary disablement, is unable to perform his or her regular duties, will, where possible, be employed in other work which he or she can do, provided a vacancy exists, without regard to other seniority provisions of this Agreement, except that such employee may not replace a permanent employee.

#### **ARTICLE 25 - CLOTHING**

25.1 Each Security Officer shall receive the following issue of clothing as required:

1. Four piece uniform to include - light weight spring and fall jackets, hat, two pair of trousers;
2. One pair of shoes;
3. Kodiak postal boots every two (2) years;
4. One pair of overshoes;
5. One pair of winter gloves;
6. Three blue shirts;
7. One white shirt;
8. Two ties;
9. Baseball style uniform caps for summer wear;
10. One pair rubber boots;
11. One rain coat;
12. One rain cover for hat;
13. One winter coat or jacket and uniform sweaters for winter wear;
14. One uniform-style winter cap;
15. One flashlight;
16. One belt;
17. One key-chain holder;
18. One hand-cuff case;

a) As part of the four piece uniform, summer-weight trousers shall be issued from time to time as an alternative to regular-weight.

b) Each Security Attendant shall receive the following issue of clothing as required:

1. Two pair of blue trousers
2. Three blue shirts
3. One pair of shoes
4. One tie
5. Key Caddie
6. Small pocket flashlight and belt holder
7. One pull over sweater

All clothing due shall be ordered no later than May 31<sup>st</sup> of each year.

25.2 Dry Cleaning: Each member of the Bargaining Unit will be entitled to dry cleaning paid by the University up to and not exceeding two hundred (\$200.00) dollars per year for the purpose of cleaning clothing issued under Article 25.1 of this Agreement. This will be handled by the regular University Purchase Order system.

25.3 Other equipment deemed necessary by the Department Head will be provided at the Employer's expense.

#### **ARTICLE 26 - INSURANCE**

- 26.1 a) The Supplementary Health Care Plan is governed by a Joint trusteeship. It is the trustees who will manage the plan and any participation and/or consultation with the union will take place within the terms of the trustee agreement signed by the parties.
- b) Changes in these policies will be made only after consultation with the Bargaining Unit. For all joint benefits other than the Supplementary Health Care Plan there shall be a Joint Benefit Advisory Committee or other advisory committee set up by the University whose function it is to consider changes in University policy relative to insurance coverage. A union representative will be invited to actively participate on any such committee(s).
- 26.2 The cost of the premium for the Supplementary Health Care Plan shall be shared on the basis of 50% employee and 50% employer.
- 26.3 Supplementary Health Care Plan coverage will be paid for by the University for past retired and future retired members on the basis of whatever cost sharing was in effect at the time of their retirement.
- 26.4 Temporary and replacement employees shall be enrolled, after one (1) year of continuous service, in the Supplementary Health Care Plan, Group Life and AD&D Insurance Plans on the same terms and conditions as other employees.
- 26.5 The Memorandum of Agreement for the establishment of the UPEI Health Care Trust, signed by the parties on October 12th, 2001 remains in effect, unless otherwise mutually agreed by the parties to the memorandum of agreement.

#### **ARTICLE 27 - SAFETY AND HEALTH**

- 27.1 Co-operation on Safety: The Bargaining Unit and the Employer shall co-operate in continuing the perfecting of regulations and obtaining proper equipment which will afford adequate protection for employees. This is to include proper and adequate equipment in Security vehicles so the employees can do their work properly and safely.
- 27.2 Proper Equipment and Evidence Lockers: These lockers shall be supplied by the Employer to each of the Security Officers and it will be the responsibility of the Security Officers to maintain proper care of these lockers.
- 27.3 First Aid Kits: Shall be supplied by the Employer and be placed in an easily accessible position in the Security Services office and also in any mobile unit of the Security Services Division.

#### **ARTICLE 28 - GENERAL CONDITIONS**

- 28.1 Bulletin Boards: The Employer shall supply a bulletin board which shall be placed so that all employees in the Bargaining Unit will have access to it and upon which the Bargaining Unit shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- 28.2 Indemnity: Where coverage supplied through its comprehensive liability policy does not apply, the Employer shall supply the legal counsel, where necessary, for any action initiated against an employee of the Bargaining Unit by virtue of the proper performance of his assigned duties.
- 28.3 Employees shall be permitted to use the Sports Centre facilities upon payment of the

applicable annual fee.

- 28.4 The parties agree that the University policies relating to education and training apply to the members of the Bargaining Unit and that opportunities for training will be made available to employees in accordance with Article 21.1.2.

#### **ARTICLE 29 - DISCIPLINE AND DISCHARGE**

- 29.1 An employee who is disciplined or discharged shall be furnished with a letter stating the precise charge at the time this action is taken.
- 29.2 The University shall not thereby be prevented from subsequently assigning other causes or reasons justifying the action and of which it became aware after such action was taken so long as this additional information pertains to the original charge or cause which initiated the discipline.
- 29.3 No employee will be relieved of his or her duties while the University conducts an investigation to determine the degree of discipline to be administered. The decision will be rendered as soon as possible and in the meantime, the employee will continue employment with all rights and benefits.
- 29.4 The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his or her work within ten (10) working days of the event of the complaint otherwise it shall not become part of his or her permanent record.
- 29.5 The record of an employee shall not be used against him or her at any time after twenty-four (24) months following a disciplinary action providing no further disciplinary action has been administered during that time.
- 29.6 An employee shall have the right to have his or her Steward present at any discussion with Supervisory Personnel which the employee believes might be the basis of disciplinary action.
- 29.7 Within three (3) days of a written request to the Department of Human Resources, an employee shall have the right to review his or her personnel file and respond in writing to any document contained therein. Such reply shall become part of his or her permanent record.
- 29.8 Members of the Bargaining Unit injured while "moonlighting", that is working another job without permission, shall not be eligible for benefits under this Agreement.

#### **ARTICLE 30 - RETIREMENT AND PAY**

- 30.1 Retirement benefits shall be laid down in the By-Laws or Regulations as drawn up by the University. Changes in this Plan will be made only after consultation with the Bargaining Unit through its representation on the Board Pension Advisory Committee.

#### **ARTICLE 31 - RETIREMENT ALLOWANCE**

- 31.1 When an employee retires, he or she shall be granted a sum payment equivalent to one (1) month's salary for each five (5) years of consecutive full-time and/or part-time service, to a maximum of six (6) months.
- 31.2 Service shall be calculated to the last anniversary date of the employee and each full year in excess of five (5) years shall entitle the employee to an additional one-fifth of the monthly rate.