

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE P.E.I. UNION OF PUBLIC SECTOR EMPLOYEES**

**AND**

**COMMUNITY INCLUSIONS LTD.**

**April 1, 2015 - March 31, 2019**



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## ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer and the employees as represented by the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this agreement.

## ARTICLE 2 - DEFINITIONS

- 2.01 "Bargaining unit" means all employees covered under PEI Labour Relations Board Certificate Order #01-00 dated April 4, 2000.
- 2.02 "Casual employee" means an employee who is employed to work on a day-to-day basis as required. Casual employees are not considered to be filling permanent positions. One on one workers shall be considered as casual employees for the purpose of this agreement.

Casual employees shall be subject to and benefit from the following articles:

1	Purpose of Agreement	15	Acting Pay
3	Recognition	16.01	Injury on Duty
		19.06	Statutory Holidays
4	Public Legislation	22.01	Training and Development
5	Management Rights	23	Grievance and Arbitration
6	Employee Rights	26	Safety and Health
7	Union Security	27	Joint Consultation
8	Information	28	Correspondence
9	Bulletin Boards	29	Continuance of Operations
10	Hours of Work	30	Agreement Reopener
11	Rates of Pay	31	Expenses and Allowances
12	Overtime	35	Term of Agreement
14	Standby and Callback		Schedule "A" Rates of Pay

- 2.03 "Continuous employment" means the most recent period of uninterrupted employment. Continuous employment shall only be deemed to be interrupted if any of the following occur: a layoff, resignation or dismissal for just cause without reinstatement.
- 2.04 "Day" means a working day unless otherwise stipulated in this agreement.
- 2.05 "Employee" means a member of the bargaining unit who is employed by the Employer for remuneration.
- 2.06 "Employer" means Community Inclusions Ltd.
- 2.07 "Leave of Absence" means absence from work with permission.
- 2.08 "Party" means the Employer or the Union.

2.09 “Permanent employee” means:

- (a) a full-time employee who works a regular schedule of hours as outlined in the Hours of Work Article and who has completed the probationary period, or
- (b) a part-time employee who works less than the fully prescribed hours of work; but who has a minimum employment guarantee pursuant to a job competition held in accordance with Article 20 and who has completed the probationary period.

2.10 “Probationary employee” means an employee appointed by the Employer to a position listed in Schedule “A” who has not completed six (6) months continuous employment.

2.11 “Promotion” means the appointment of an employee, as a result of competition or a classification review, to a position with a higher maximum salary.

2.12 “Temporary Employee” means an employee, other than a permanent or probationary employee, who is employed to work for a specified period of time to fill a temporary position.

Temporary Employees shall be subject to benefit from the following articles:

1	Purpose of Agreement	18	Vacations
3	Recognition	19	Statutory Holidays
4	Public Legislation	21.08 to 21.11	Special Leave
5	Management Rights	22.01	Training and Development
6	Employee Rights	23	Grievance and Arbitration
7	Union Security	24	Discipline
8	Information	26	Safety and Health
9	Bulletin Boards	27	Joint Consultation
10	Hours of Work	28	Correspondence
11	Rates of Pay	29	Continuance of Operations
12	Overtime	30	Agreement Reopener
14	Standby and Callback	31	Expenses and Allowances
15	Acting Pay	35	Term of Agreement
16.01	Injury on Duty		Schedule “A” Rates of Pay
17	Sick Leave		

2.13 “Temporary Position” means a position of greater than two (2) months which is

- (a) vacant due to the absence of a Permanent Employee; or
- (b) created for a specific purpose.

2.14 “Union” means the Prince Edward Island Union of Public Sector Employees.

### **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees as defined herein.
- 3.02 The Employer and employee shall not make a written or verbal agreement which may conflict with the terms of this collective agreement.

### **ARTICLE 4 - PUBLIC LEGISLATION**

- 4.01 If any article in this agreement shall be found to be in conflict with any law passed by the Legislature of Prince Edward Island, such article shall be deemed null and void. However, such article shall be separable from the remainder of this agreement, and all other articles herein shall continue in full force and effect. The parties to this agreement shall negotiate a replacement for the article rendered null and void.
- 4.02 In the event that the parties cannot reach mutual agreement, the matter in dispute under Article 4.01 shall be subject to arbitration as outlined in this agreement.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 5.02 The Employer recognizes and agrees that its' rights shall be exercised in a manner consistent with this agreement.

### **ARTICLE 6 - EMPLOYEE RIGHTS**

- 6.01 The Employer shall not discriminate against employees with respect to terms or conditions of employment on the grounds of Union membership or any other grounds prohibited by the Human Rights Act. The parties acknowledge that the following are grounds of discrimination presently prohibited by the Act:
- age
  - colour
  - creed
  - ethnic or national origin
  - family status
  - physical or mental handicap
  - political belief

- race
- religion
- sex
- sexual orientation, or
- source of income of any individual or class of individuals.

The foregoing terms shall be interpreted and applied in a manner consistent with the Human Rights Act.

- 6.02 The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment and the Employer agrees to take such disciplinary action as is necessary respecting sexual harassment in the workplace. Sexual harassment shall be considered discrimination under this article.
- 6.03 Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is unwelcome and shall include but not be limited to unnecessary touching or patting, suggestive remarks or other verbal abuse, compromising invitations, demands for sexual favours or physical assault.
- 6.04 An employee who wishes to pursue a concern arising from sexual harassment may submit a grievance in writing directly to the final level in the grievance process. Grievances of this nature shall be treated in strict confidence by both the Union and the Employer.

## **ARTICLE 7 - UNION SECURITY**

- 7.01 Every employee in the bargaining unit is required to pay Union dues. The Employer shall deduct an amount equal to the bi weekly Union dues deduction from the bi weekly pay of all employees covered by this agreement.
- 7.02 The Union shall inform the Employer in writing of the authorized dues for the implementation of article 7.01. At least thirty (30) days notice of any changes in the authorized dues will be provided.
- 7.03 The amounts deducted in accordance with this article shall be remitted to the Union by cheque on or before the fifteenth (15th) day of the month following the month in which deductions were made and shall be accompanied by particulars identifying employees and the amount deducted on their behalf.
- 7.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article.



## **ARTICLE 8 - INFORMATION**

- 8.01 As soon as reasonably possible after the signing of this agreement, the Employer shall make available to the employees a copy of this agreement.
- 8.02 The Employer shall provide all employees, upon appointment, with written notification stating their type of employment.
- 8.03 The Employer shall indicate on each employee's income tax (T4) slip the total amount of union dues deducted for the previous tax year.
- 8.04 Details as to additions or deductions made in any pay shall be provided by the Employer at the employee's request.

## **ARTICLE 9 - BULLETIN BOARDS**

- 9.01 The Employer agrees to provide space on a bulletin board at the work locations which may be used by the Union for the following:
- (a) notices of Union meetings,
  - (b) notices of Union elections and results,
  - (c) notices of Union recreational and social events,
  - (d) Union newsletters,
  - (e) other notices concerning Union affairs which are not political or controversial in nature.

## **ARTICLE 10 - HOURS OF WORK**

- 10.01 The work week for employees, excluding employees of the group home, shall consist of five (5), seven point five (7.5) hour periods.
- 10.02 (a) The normal hours of work for employees of the group home, excluding a three (3) hour sleepover period from midnight to 3:00 a.m., shall be thirty-seven point five (37.5) hours per week averaged over the length of a shift rotation. This is inclusive of meal periods and breaks. (e.g. 9 p.m. – 9 a.m. counted as 9 hours work)
- (b) Notwithstanding (a) employees instructed by the Employer to remain awake at night shall not be subject to the sleepover period. In these cases, the hours of work between midnight and 3:00 a.m. shall be counted in the normal hours of work, and compensation shall be at the regular hourly rate.

- 10.03 Employees of the workshop shall continue the existing practice of taking paid coffee and meal breaks with clients.
- 10.04 Employees, with the approval of their supervisor, may complete their normal hours in a period other than that outlined in Article 10.01.
- 10.05 An employee's hours of work schedule shall not be changed solely for the purpose of avoiding compensation to the employee for overtime services.
- 10.06 The work schedule shall be posted at least two (2) weeks in advance.
- 10.07 Employees shall have two (2) consecutive days off in each week unless otherwise mutually agreed. A day off is defined as a twenty-four (24) hour period.
- 10.08 There shall be no split shifts.
- 10.09 If employees do not receive at least twenty-four (24) hours notice of a change in work schedule requiring them to work a different schedule, they shall be paid at the rate of time and one-half (1 ½) for the hours worked. If the change requires them to work on a day they were not scheduled to work they shall be given an alternate day off at a time mutually agreed in addition to the overtime rate.
- 10.10 Employees who report for work at an assigned/scheduled starting time and who are advised that they are no longer required to work shall be paid at their regular rate of pay for the length of the assigned shift, if no work is made available for them.
- 10.11 Subject to Article 12.01, an employee shall not be required to work a double shift without his/her consent.
- 10.12 Employees may exchange their days off or particular shifts with the consent of their supervisor.
- 10.13 The changing of Daylight Saving to Standard Time, or vice versa, shall not result in employees being paid more or less than their normal scheduled daily hours, and no overtime shall accrue.
- 10.14 Group Home employees shall receive a minimum of half the weekends in a shift rotation off unless otherwise mutually agreed. A weekend is defined as at least forty eight (48) hours forty (40) hours of which must fall on Saturday and Sunday. The parties acknowledge that employees of the group home are not presently receiving half the weekends in a shift rotation off, but agree that this may continue under the present shift model. The current shift model will not be changed without full consultation with the employees of the group home.

## ARTICLE 11 - RATES OF PAY

11.01 For the term of this agreement, the rates of pay for classifications shall be in accordance with Schedule "A" which forms part of this agreement.

**Casual Employees currently employed by the Employer and identified in a Letter of Understanding attached hereto shall be paid at their current rate of pay for the duration of this agreement. Any Casual Employees hired after April 1, 2015, shall be paid at the rate of \$15.46 for the duration of this agreement.**

11.02 Employees' rates of pay shall be adjusted to the appropriate step in accordance with the following paragraphs.

11.03 Employees will move vertically from their former rates of pay to the new rates of pay on the effective date of this agreement, and shall move one (1) increment step on completion of nineteen hundred and fifty (1950) hours of work or paid leave.

11.04 New Position Titles

When a new position title is to be established in Schedule "A" or the duties of an existing position title in Schedule "A" are changed, the parties to this agreement shall negotiate the salary range to be assigned. In the event that the parties cannot reach a negotiated settlement the Employer may assign a temporary rate of pay to the position title and either party may refer the matter to arbitration. The temporary rate shall remain in effect until the parties negotiate a new agreement or an arbitrated settlement is reached.

11.05 Pay adjustments as set out in Schedule "A" shall be processed retroactively for all employees who are on payroll as of April 1, 2011 and automatically for the subsequent dates for implementation of the new rates.

## ARTICLE 12 - OVERTIME

12.01 The Employer may require any employee to work beyond the prescribed hours of work to meet operational requirements or in cases of emergency.

12.02 An employee who works overtime shall be entitled to overtime compensation at straight time. Overtime shall be compensated by time off in lieu, at a time mutually agreed between the Employer and the employee, except where the Employer approves compensation by pay.

12.03 The Employer shall, wherever practical, give at least four (4) hours notice of any requirement for overtime work.

- 12.04 An employee must work at least fifteen (15) minutes beyond his/her normal daily hours of work before being eligible for overtime compensation. Time worked in excess of the regular scheduled hours of work, including the first fifteen (15) minutes, shall constitute overtime. All overtime shall be calculated to the nearest quarter hour.
- 12.05 Overtime must be authorized by the employee's immediate supervisor or the Executive Director.
- 12.06 Permanent, probationary and temporary employees who attend staff meetings during off-duty hours are working beyond the prescribed hours of work and shall be entitled to overtime as outlined in this article.

### **ARTICLE 13 - COMPENSATION ON PROMOTION BY COMPETITION OR RECLASSIFICATION**

- 13.01 Subject to Article 13.02, the rate of compensation of an employee upon promotion to a position with a higher maximum salary shall be at that step which provides for an increase of not less than ten (10) percent, unless the maximum salary of the higher classification is less than ten (10) percent higher than the maximum salary of the lower classification, then the employee shall move to that step that provides at least the same percentage increase in salary as exists between the two (2) classes at the maximum rates.
- 13.02 The rate of compensation of an employee upon promotion may be at a rate higher than prescribed in Article 13.01 if such higher rate is necessary to effect the promotion of a qualified employee.

### **ARTICLE 14 - STANDBY AND CALLBACK**

- 14.01 Standby is not a condition of employment and the Employer shall not require any employee to standby for extra services beyond the prescribed hours of work.
- 14.02 Should the need arise where an employee is called back to work prior to his/her next regular work period, the employee will be paid a minimum of three (3) hours pay.

### **ARTICLE 15 - ACTING PAY**

- 15.01 Extra pay for a temporary assignment shall be provided to an employee who is required by the Employer to assume all or substantially all the responsibility of the higher rated position in excess of five (5) consecutive working days. Such pay shall be retroactive to the first day of assignment. The Employer shall not move an employee out of the higher rated position and replace that employee with another employee solely for the purpose of

avoiding extra pay. The Employee's pay during the period of the acting appointment will be determined as if he/she had been promoted in accordance with Article 13.

- 15.02 The employee, on reversion to his/her regular position, will be paid at the rate which would have been paid had the employee not held an acting appointment in the interim.

## **ARTICLE 16 - INJURY ON DUTY**

- 16.01 All employees shall be covered by the P.E.I. Workers' Compensation Act. When an employee's injury is covered under the provisions of the Workers' Compensation Act and the Workers' Compensation Board has certified that the employee is unable to work, the employee shall be granted injury on duty leave without pay.
- 16.02 Injury on duty leave shall not exceed one (1) year. During the leave of absence, an employee shall be entitled to participate in and receive cost sharing of the premiums in all the group insurance plans.
- 16.03 An employee who is on injury on duty leave shall have continuous employment and will continue to earn and accumulate sick leave, seniority, vacation leave, increments and severance pay.
- 16.04 Employees may use up to three (3) sick days to cover off any waiting period imposed by the Workers Compensation Board.

## **ARTICLE 17 - SICK LEAVE**

- 17.01 (a) Sick leave means that period of time employees are permitted to be absent from work with full pay by virtue of being sick or disabled such that they are incapable of carrying out the normal duties of their employment.
- (b) Sick leave with pay shall be granted to employees for medical or dental appointments or procedures not to exceed sixteen (16) hours per fiscal year provided reasonable notice is given by the employee.
- 17.02 The Employer acknowledges that sickness or disability referred to in Article 17.01 includes mental health problems which render an employee incapable of carrying out the normal duties of his/her employment.
- 17.03 Sick leave credits begin to accumulate from the first day of employment at the rate of nine point three seven five (9.375) hours for each one hundred and sixty two point five (162.5) paid hours to a maximum of one thousand (1000) paid hours.

- 17.04 An employee who is ill and who has exhausted all accumulated sick leave credits may request an advance of sick leave credits. The granting of an advance of sick leave credits under this article shall be at the discretion of the Employer.
- 17.05 Sick leave credits earned subsequent to an advancement of credits shall be applied against the advanced credits. However, if an employee dies or becomes permanently disabled, the employee will be considered to have earned the amount of leave with pay which was granted.
- 17.06 Sick leave shall be granted on the following terms:
- (a) If the period of absence has not exceeded three (3) consecutive days, a sick leave form is completed by the employee.
  - (b) If the period of absence has exceeded three (3) consecutive days, a certificate may be required from a registered medical doctor stating that the employee has been under care and unable to carry out his/her duties.
  - (c) In cases of an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of sickness.
- 17.07 An employee hospitalized or confined to a bed on doctor's orders during his/her vacation period may qualify for use of sick leave credits upon production of a doctor's certificate and providing the illness is reported to the Employer within three (3) days of hospitalization or confinement to bed on doctor's orders. He/she shall have his/her 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.
- 17.08 Where an illness is considered by the Employer to be caused due to the use of alcohol or other drugs, the Employer may direct the employee to undergo a medical examination by a medical doctor who specializes in the treatment of alcohol and drug problems. An employee directed to undergo such an examination shall be granted sick leave to attend the examination. Where the employee in question is directed by the Employer or voluntarily elects to undertake a full treatment and rehabilitation program approved by the Employer, the employee shall be granted sick leave with pay in accordance with this agreement.
- 17.09 On request, the Employer will indicate to an employee the number of sick leave credits accumulated.

## ARTICLE 18 - VACATIONS

18.01 Employees shall be entitled to vacation with pay during each fiscal year on the following basis:

- (a) Employees with less than five (5) years of continuous employment shall earn vacation entitlement at the rate of seven point five (7.5) hours for each one hundred and thirty (130) paid hours.
- (b) Employees who have completed five (5) years of continuous employment shall earn vacation entitlement at the rate of seven point five (7.5) hours for each ninety-seven point five (97.5) paid hours.
- (c) Employees who have completed fifteen (15) years of continuous employment shall earn vacation entitlement at the rate of seven point five (7.5) hours for each seventy-eight (78) paid hours.

18.02 All vacation leaves must be approved prior to the commencement of such leaves by the Employer.

18.03 Employees may be authorized to use their total vacation entitlement at one particular time.

18.04 An employee, upon separation from the Employer, shall compensate for vacation which was taken but not earned at the time. However, 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 following involuntary separation due to layoff or permanent disability.

**18.05 An employee may carryover a maximum of five (5) days from one fiscal year to the next provided they have been approved for vacation leave of one week or more in the first sixty (60) days of the next fiscal year.**

## ARTICLE 19 - STATUTORY HOLIDAYS

19.01 The following is the list of designated statutory holidays:

- (a) New Year's Day
- (b) Islander Day
- (c) Good Friday
- (d) Easter Sunday
- (e) Victoria Day
- (f) Canada Day
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day

- (l) One additional day in each year that, in the opinion of the Employer, in consultation with the Union, is recognized to be a civic holiday in the area; or, if no such additional day is recognized as a civic holiday, the first Monday in August.
- 19.02 All employees shall be entitled to seven point five (7.5) hours paid leave for the designated statutory holidays provided:
- (a) they are paid for either the day before or the day after the holiday, and
  - (b) their employment did not commence on the day after the holiday, and
  - (c) their employment did not terminate on the day before the holiday, and
  - (d) the employee was not absent without approved leave on either the working day immediately prior to or following the holiday or on the holiday.
- 19.03 When a holiday falls within an employee's period of leave with pay, that day shall constitute a holiday and not a day of leave.
- 19.04 When a day designated as a holiday coincides with an employee's day of rest, the Employer shall grant the holiday with pay on either:
- (a) the day immediately following the employee's day of rest, or
  - (b) the day following the employee's annual vacation, or
  - (c) another mutually acceptable day between the Employer and the employee within sixty (60) days of the holiday.
- 19.05 An employee who works on a holiday shall be paid at straight time and shall have the paid holiday seven point five (7.5) hours rescheduled.
- 19.06 A casual employee who works on any one of the following statutory holidays shall be paid at the rate of time and one half their regular rate:
- New Years Day
  - Islander Day
  - Good Friday
  - Canada Day
  - Labour Day
  - Remembrance Day
  - Christmas Day
- 19.07 Part-time employees shall be entitled to paid leave for designated holidays and the floating holiday equal to zero point zero four two three (0.0423) hours of paid leave for each paid hour. This leave shall be accumulated in a holiday bank and will be paid upon the employee's request.



## **ARTICLE 20 - VACANT OR NEW POSITIONS**

- 20.01 The Employer shall post all vacant or new positions on the bulletin boards referred to in Article 9. Such posting shall be put up at least six (6) days prior to the closing date for application.
- 20.02 No outside advertising shall be permitted until all applications from permanent employees within the bargaining unit have been processed.
- 20.03 In selecting applicants for vacancies or new positions, the selection shall be made on the basis that where qualifications and ability are equal, seniority shall be the determining factor.
- 20.04 When a permanent employee is the successful applicant, such employee shall be placed in the position on a trial basis for an established period not to exceed three (3) calendar months. Conditional on satisfactory performance, the employee shall be declared permanent. If the individual proves unsatisfactory during the trial period, then he or she shall be returned to his/her former position, wage rate and without loss of seniority. Any other employee promoted because of the re-arrangement of positions shall also be returned to his/her former position, wage rate and without loss of seniority.
- 20.05 The posting of all part-time positions shall include information outlining the minimum employment guarantee for that position.

## **ARTICLE 21 - SPECIAL LEAVE**

### 21.01 General

- (a) Periods of special leave in excess of those allowed in this article may be authorized in exceptional circumstances upon approval of the Employer.
- (b) An employee, upon completing the period of leave authorized under this article, shall return to the same position held prior to the commencement of the leave provided the position still exists. If the employee's original position no longer exists then the employee shall be returned to an equivalent position. If there is no equivalent position, the employee may be laid off in accordance with Article 33.
- (c) An employee who has been granted a leave of absence without pay shall continue to be eligible for cost sharing of group insurance premiums. Where an employee elects to continue coverage, the employee shall make arrangements to pay his/her share of the premiums as they become due.

### 21.02 Birth or Adoption of a Child

The Employer shall grant leave of absence without pay for a period of up to twelve consecutive months to employees for reasons of birth or adoption of a child.

Notwithstanding Articles 2.05 and 32, an employee on birth or adoption leave shall continue to accrue continuous service and seniority.

#### 21.03 Grievance and Arbitration

Representatives of the Union shall not suffer any loss of pay or benefits for the time involved in grievance and arbitration procedures. Union representatives will not leave their workplace when dealing with grievances without prior approval of the Employer.

#### 21.04 Consultations and Negotiations

The Employer shall grant leave of absence without loss of pay to two (2) employees to attend negotiation meetings on behalf of the Union.

#### 21.05 Union Business

Where operational requirements permit, the Employer agrees to provide leave of absence with pay to an employee who is required to attend meetings concerning Union business. The Union agrees to reimburse the Employer for the salary of employees granted such leave.

#### 21.06 Elections

Any employee eligible to vote in a federal or provincial election shall have such time off as is prescribed in the Canada Elections Act or the Election Act of Prince Edward Island.

#### 21.07 Personal Leave

An employee may be granted leave of absence without pay for a period of up to two (2) years.

#### 21.08 Court Appearances

(1) The following shall apply in a situation where an employee, other than an employee on leave without pay, serves as a juror or is subpoenaed as a witness

in a court action, provided such court action is not in connection with the employee's or employee's family's private affairs.

(a) if the court duty coincides with an employee's scheduled work period, the employee shall be granted a leave of absence with pay for the time spent at court,

(b) Notwithstanding the provisions of Article 21.08 (1)(a),

(i) in the event that the court duty is related to the employee's work, the employee shall receive straight time for all hours spent on court duty;

- (ii) in the event that the court duty is not related to the employee's work, the employee shall only receive pay for his/her regularly scheduled hours of work; and
  - (iii) an employee who is paid by the Employer while serving at court shall remit to the Employer all monies paid by the court except traveling and meal allowances.
- (2) The Employer shall grant special leave without pay in cases where an employee's private affairs require a court appearance.

#### 21.09 Bereavement

- (a) **In the event of the death of an employee's parent (including a natural parent, guardian, foster parent or any other person standing in loco parentis), spouse, common law spouse, son, daughter, an employee upon request shall be granted leave with pay for five (5) days. Day means a working day for this provision.**
- (b) **In the event of the death of a brother or sister, grandchild, grandparent, mother in law, father in law, common law spouse, son in law, daughter in law, or of any other relative permanently residing with the employee for whom the employee provides care, an employee upon request shall be granted leave with pay for three (3) days. Day means a working day for this provision.**
- (c) **In the event of death of an employee's aunt, uncle, nephew, niece, brother in law or sister in law, the employee upon request shall be granted leave with pay for one (1) shifts for the purpose of attending the funeral, or in the case of evening or night shift workers, for the purpose of resting prior to or after attending the funeral provided the funeral is on a scheduled work day.**
- (d) In the event of the death of a client or co-worker, an employee may be granted leave without loss of salary or wages, to enable the employee to attend the funeral.
- (e) An employee may request up to two (2) additional days bereavement leave for travel time and/or other special circumstances during a time of bereavement.

#### 21.10 Illness in the Family

Leave with pay may be granted to an employee to provide care or transportation for hospital, medical or dental treatment for the employee's parent, spouse, son, daughter, or other relative who permanently resides with the employee. Special leave for one (1) day may be granted on the employee's certification of the illness; however, where special leave in excess of one (1) consecutive day is needed, a medical certificate signed by a physician is required. Leave under this section shall be limited to a maximum of thirty (30) hours in a fiscal year.

### 21.11 Other Leave

Leave of absence with pay for reasons other than those outlined in this article may be authorized by the Employer.

21.12 Employees shall make all reasonable efforts to book medical and dental appointments during off duty hours.

## **ARTICLE 22 - TRAINING AND DEVELOPMENT**

22.01 An employee, with the approval of the Employer, may be granted time off with pay to attend short courses, workshops or post secondary courses that are related to his/her employment.

22.02 Where an employee is granted approval to enrol in post secondary courses that are related to his/her employment, he/she shall upon enrolment be reimbursed for fifty (50) percent of the cost of tuition and required textbooks. The remaining fifty (50) percent shall be reimbursed upon successful completion of the course.

## **ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURES**

### 23.01 Policy

The Employer and the Union wish to provide for an orderly system of resolving differences so as to promote a harmonious and co-operative relationship between the Employer and employees. Use of these procedures shall be free from interference, restraints, coercion or prejudice.

### 23.02 Application

These procedures apply to all employees covered by this agreement.

### 23.03 Definitions

- (a) "Board" means the Arbitration Board;
- (b) "Days" means calendar days;
- (c) "Grievance" means a written complaint by an employee or group of employees arising out of a difference of opinion in respect of him/her or them, over the application, interpretation, administration, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable.

#### 23.04 Grievance Process

##### Step 1

Within seven (7) calendar days of the known grievance, the aggrieved employee shall submit the grievance in writing to the Executive Director. He/she shall have a maximum of seven (7) calendar days to render his/her decision.

##### Step II

Failing satisfactory settlement being reached in Step I, the Union may within fourteen (14) calendar days of receipt of the decision referred to in Step I refer the dispute to arbitration.

23.05 The Employer shall not hinder or restrict the grievor or the representative in any manner which shall impede investigation or processing of a grievance. No member of the Union shall abuse such rights.

23.06 The Union or the Employer may institute a grievance.

23.07 Replies to grievances, stating reasons, shall be in writing at all stages and sent to the grievor and to the parties.

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

23.09 If an employee or the Union does not submit a grievance to the next higher level within the time limits stipulated in the preceding sections, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. This provision shall not apply in cases where circumstances beyond the control of the grievor prevented compliance with the time limits.

#### 23.10 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of the Agreement indicating the name of its nominee on an 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 parties shall select an impartial chairperson.

#### 23.11 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson, the appointment shall be made by the Minister responsible for the *Labour Act* upon request of either party.

#### 23.12 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. It shall hear and determine the difference or allegation and render a decision within thirty (30) calendar days from the date of the last arbitration hearing.

### 23.13 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and 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.

### 23.14 Disagreement on Decision

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

### 23.15 Expenses of the Board

Each party shall pay:

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

23.16 Notwithstanding Article 23.09, the time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

23.17 Upon mutual agreement of the parties, a single arbitrator may be used in lieu of an arbitration board. All the provisions of Article 23 shall apply.

## **ARTICLE 24 -DISCIPLINE**

24.01 No employee shall be disciplined except for just cause; however, a probationary employee may be dismissed if, after a fair and reasonable evaluation by the Employer, he/she is found to be unsuitable.

24.02 Where an employee is disciplined by suspension, demotion or dismissal, the Employer shall immediately provide the employee with written confirmation of the discipline and, with written reasons for such disciplinary action. A copy of such notice shall be sent to the Union.

- 24.03 If an employee is to be disciplined by suspension, demotion or dismissal and a meeting is held with the employee to administer such discipline, the employee shall be entitled to have one of his/her stewards present at the meeting.
- 24.04 No notice of disciplinary action or any other document concerning disciplinary action shall be placed on an employee's personnel file without the employee being given an opportunity to read its contents. The employee will acknowledge that he/she has had the opportunity to review the document by signing the copy to be filed, with the expressed understanding that his/her signature does not necessarily indicate agreement with the contents. The employee shall be provided with an exact copy for his/her records.
- 24.05 Any notice of disciplinary action or any other document concerning disciplinary action which may have been placed on his/her personnel file shall be removed after 5850 hours of work have elapsed since the disciplinary action was taken, provided no further related disciplinary action has been recorded during this period.
- 24.06 Upon the request of the employee, the Employer shall provide him/her with the opportunity to read any documents on his/her personnel file other than recruitment documents.
- 24.07 Where it is determined that an employee has been unjustly disciplined, the employee shall be reinstated without loss of pay or any other benefit which would have accrued if he/she had not been disciplined. Nothing in this article prevents the arbitration board from increasing, decreasing or otherwise revising a disciplinary award made by the Employer.

## **ARTICLE 25 - INSURANCE AND PENSION PLANS**

- 25.01 The Employer and both probationary and permanent employees shall join in the cost of a group insurance plan which shall provide coverage in the following areas:
- Medical
  - Dental
  - Travel
  - Accidental Death and Dismemberment
  - Life Insurance
  - Dependent Life
  - Long Term Disability
- 25.02 Participation in the group insurance plan shall be mandatory for probationary and permanent employees except that any employees covered by an alternate plan can be exempted from the medical and dental coverage of this plan.
- 25.03 Notwithstanding the foregoing, eligibility for participation in the Group Insurance plan shall be subject to the present terms and conditions set down by the Group Insurance carrier.

- 25.04 The total cost of this Plan will be divided between Employer and employee on a 50/50 basis. However, the employee's contribution will be attributed first to the LTD premium. Should the employee's contribution be insufficient to cover the whole of the LTD premium, the Employer will contribute the difference, but will treat its contribution as a taxable benefit for the employee in order to preserve the tax free status of the LTD benefit.
- 25.05 The employer shall match an Employee's mandatory contribution of three (3) percent of salary into the existing Registered Pension Plan.

## **ARTICLE 26 - SAFETY AND HEALTH**

- 26.01 The Employer shall continue to make all necessary provisions for the occupational safety and health of employees.
- 26.02 When an employee, a group of employees or the Union is not satisfied that the provisions of Article 26.01 are being complied with, then the following shall apply:
- (a) the matter will be referred in writing to the Employer who shall immediately investigate the complaint;
  - (b) failing a satisfactory remedy within ten (10) days following such investigation, the matter shall be referred to an Occupational Health and Safety Officer appointed under the Occupational Health and Safety Act and the Employer shall comply with the direction of the officer.
- 26.03 Safety committees may be established where the parties jointly determine that there is a requirement for such a committee. These committees will meet to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury or illness.

## **ARTICLE 27 - JOINT CONSULTATION**

- 27.01 The Employer agrees to consult with the Union on all matters which affect or may affect the terms and conditions of employment of employees covered by this agreement.



## **ARTICLE 28 - CORRESPONDENCE**

28.01 Except where otherwise provided, official communication in the form of correspondence between the Employer and the Union shall be given as follows:

TO THE EMPLOYER:       Executive Director  
                                   Community Inclusions Ltd.  
                                   **PO Box 460**  
                                   **24 North Street**  
                                   **O'Leary, PE Canada**  
                                   **C0B 1V0**

TO THE UNION:           The President  
                                   P.E.I. Union of Public Sector Employees  
                                   4 Enman Crescent  
                                   Charlottetown, P.E.I.  
                                   C1E 1E6

## **ARTICLE 29 - CONTINUANCE OF OPERATIONS**

29.01 There shall be no strike, including a cessation of work or a refusal to work, by employees during the life of this agreement.

29.02 There shall be no lockout of employees during the life of this agreement.

## **ARTICLE 30 - AGREEMENT REOPENER**

30.01 This agreement may be amended by mutual consent. If either party wishes to amend or vary this agreement, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one (1) calendar month after receipt of such notice.

## **ARTICLE 31 - EXPENSES AND ALLOWANCES**

31.01 Employees who operate their own motor vehicle on the Employer's business are eligible to receive reimbursement at the following rates:

**April 1, 2015 – March 31, 2018, 46¢ per kilometer**

31.02 All employees who use their vehicle on Employer business must:

- (a) carry a minimum of one million dollars public liability insurance; and
- (b) complete and have on file with the Employer the Confirmation of Vehicle Insurance form on an annual basis.

31.03 An employee who has been authorized to use a private motor vehicle for short trips is eligible to claim a minimum daily allowance as follows:

Effective April 1, 2007, six (6) dollars

31.04 With the approval of the Employer, an employee may claim one half (1/2) the transportation allowance for using a motorcycle on the Employer's business.

31.05 An employee who is on Employer business outside the province or east of Miscouche shall be reimbursed for meals on the following basis:

	<u>In Province</u>	<u>Out of Province</u>
Breakfast	\$ 6.50	\$ 7.50
Lunch	\$ 9.00	\$10.00
Dinner	\$12.50	\$13.50

An employee shall be eligible to claim breakfast if he/she was away from his/her residence on the preceding evening and required to remain there overnight. Employees may claim lunch if their absence requires them to be away from 11:00 a.m. to 2:00 p.m. and dinner if their absence requires them to be away from 4:00 p.m. to 6:30 p.m.

31.06 Accommodation

Where an employee is out of province on Employer's business, he/she is entitled to be reimbursed for the reasonable costs incurred in obtaining single occupancy accommodations. Reimbursement will be made only for the hotel charges, room tax and phone calls made on Employer's business.

31.07 Each day employees transport clients in their personal vehicles, they shall be entitled to a reimbursement in the amount of \$2.00 per day.

31.08 The Employer agrees to reimburse permanent employees, and temporary employees hired for periods in excess of three (3) months, \$35.00 annually towards the premium cost of adding the "Permission to Carry Passengers" coverage for employees who carry passengers in their vehicle.

### 31.09 Transportation Conditions

- a) Employees of the administrative office and day programs will continue to follow the practice of observing the direction for delay/closure instructions of the civil service offices in West Prince. Upon the occasion that employees are delayed and/or closed, they will be considered to be on leave of absence with pay.
- b) Time lost by group home workers due to absence during a storm should be considered to be leave without pay unless the employee indicates to use vacation, overtime or holiday time already accumulated.

## ARTICLE 32 - SENIORITY

- 32.01 Seniority is defined as the length of service with the Employer and includes service prior to certification. The calculation of seniority shall be based on paid hours. Paid hours shall not include overtime hours.
- 32.02 The Employer shall maintain a seniority list showing the seniority hours for each employee. An up-to-date seniority list shall be made available to the Union upon signing this agreement and posted on the bulletin boards. Thereafter, the seniority list will be sent to the Union and posted on the bulletin boards in January of each year.
- 32.03 Employees shall lose seniority in the event they:
  - (1) voluntarily leave the service of the Employer;
  - (2) are discharged for just cause and not reinstated;
  - (3) fail to return to work within fourteen (14) calendar days after being notified by registered mail to do so, unless there is a justifiable reason for failure to report.
- 32.04 For the purpose of calculating paid hours, seniority shall be retained and accumulated when an employee is absent from work on a leave of absence with pay or on a birth, adoption, parental or injury on duty leave.
- 32.05 Employees will receive seniority once they have been appointed to a permanent position and have completed the probation period; however, the employee's seniority shall retrospectively include all hours worked in the probation period.
- 32.06 Notwithstanding the provisions of Article 32, temporary employees who move directly into and complete the probationary period shall have seniority based on their total hours during temporary and probationary service.

Letter of Agreement to recognize the service of the three individuals whose prior service (pre Community Inclusions) is recognized as seniority with this Employer.

## ARTICLE 33 - LAYOFF AND RECALL

- 33.01 A layoff shall be defined as a termination of employment or reduction in the employee's guaranteed hours of work as a result of shortage of work or the restructuring or elimination of a service.
- 33.02 Employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump the least senior employee providing the employee exercising the right has the qualifications and ability to perform the work of the employee with the least seniority.
- 33.03 Employees shall be recalled in the order of their seniority providing they possess the necessary qualifications and ability to perform the work.
- 33.04 New employees shall not be hired while qualified and able employees on layoff continue to hold seniority.
- 33.05 (a) Every employee shall be entitled to written notice of layoff prior to the effective date of layoff. The amount of written notice shall be a minimum of two (2) weeks or one (1) day for each month of continuous employment subject to a maximum of sixty (60) days, whichever is greater.
- (b) Employees who have not had the opportunity to work all the period of notice specified in (a) shall receive payment for that part not made available.

## ARTICLE 34 - SEVERANCE PAYMENT

- 34.01 An employee with ten (10) or more years of continuous employment shall be entitled to severance pay where the employee dies, is terminated because of layoff or retires upon reaching age 55 or older.
- 34.02 The severance entitlement shall be equal to one (1) week's pay for each year of service calculated as follows:
- $$\frac{\text{Total Paid Hours During Service} \times (\text{employee's hourly rate at time of severance} \times 37.5)}{1950 \text{ hours}}$$
- 34.03 If severance pay is granted because of death of an employee, the severance pay shall be paid to the employee's designated beneficiary or to his/her estate if no beneficiary has been designated.
- 34.04 An employee eligible for severance pay may elect to immediately receive severance pay or defer receipt until the beginning of the next calendar year, provided the next calendar year is within the same fiscal year that the amount is payable.

Letter of Agreement to recognize the service of the three individuals whose prior service (pre Community Inclusions) is recognized for purposes of severance entitlement and severance calculation with this Employer.

**ARTICLE 35 - TERM OF AGREEMENT**

35.01 Unless otherwise specified, this agreement shall be in effect for the period **April 1, 2015 to March 31, 2019** and shall remain in effect thereafter until it is replaced with a new agreement.

Signed at Charlottetown this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

FOR THE EMPLOYER

Maurice Laroche

[Signature]  
Witness

[Signature]

[Signature]  
Witness

FOR THE UNION

Karen Jackson

[Signature]  
Witness

Kevin Stetee

[Signature]  
Witness

## SCHEDULE "A"

The pay scales will be increased as follows:

**April 1, 2015 - 1%**  
**October 1, 2015 – 1%**  
**April 1, 2016 - 1%**  
**October 1, 2016 – 1%**  
**April 1, 2017 - 1%**  
**October 1, 2017 – 1%**  
**April 1, 2018 – 1%**  
**October, 2018 – 1%**

Casual Employees		
		Step 1
April 1, 2015		\$ 15.46
October 1, 2015		\$ 15.46
April 1, 2016		\$ 15.46
October 1, 2016		\$ 15.46
April 1, 2017		\$ 15.46
October 1, 2017		\$ 15.46
April 1, 2018		\$ 15.61
October 1, 2018		\$ 15.77

Group Worker & Community Support Worker				
		Step 1	Step 2	Step 3
April 1, 2015	1%	\$ 15.61	\$ 16.92	\$ 18.37
October 1, 2015	1%	\$ 15.77	\$ 17.09	\$ 18.56
April 1, 2016	1%	\$ 15.93	\$ 17.26	\$ 18.74
October 1, 2016	1%	\$ 16.09	\$ 17.43	\$ 18.93
April 1, 2017	1%	\$ 16.25	\$ 17.60	\$ 19.12
October 1, 2017	1%	\$ 16.41	\$ 17.78	\$ 19.31
April 1, 2018	1%	\$ 16.57	\$ 17.96	\$ 19.50
October 1, 2018	1%	\$ 16.74	\$ 18.14	\$ 19.70

<b>Site Manager &amp; Residential Services Coordinator</b>				
		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>April 1, 2015</b>	1%	\$ 20.11	\$ 21.98	\$ 22.98
<b>October 1, 2015</b>	1%	\$ 20.31	\$ 22.20	\$ 23.21
<b>April 1, 2016</b>	1%	\$ 20.51	\$ 22.42	\$ 23.44
<b>October 1, 2016</b>	1%	\$ 20.72	\$ 22.64	\$ 23.67
<b>April 1, 2017</b>	1%	\$ 20.93	\$ 22.87	\$ 23.91
<b>April 1, 2018</b>	1%	\$ 21.14	\$ 23.01	\$ 24.15
<b>October 1, 2018</b>	1%	\$ 21.35	\$ 23.24	\$ 24.40

## **LETTER OF UNDERSTANDING**

The Union hereby consents to persons hired through a Federal or Provincial Government program (ie. HRDC) engaging in work with the Employer provided such placements do not affect in any way rights, benefits, privileges, terms of employment for any employees represented by the Union in any matter regarding terms and conditions of employment covered by the Collective Agreement.



## LETTER OF UNDERSTANDING

Casual Employees currently employed by the Employer shall be paid at their current rate of pay for the duration of this agreement. Any Casual Employees hired after April 1, 2015, shall be paid at the rate of \$15.46 for the duration of this agreement.

### Relief/One on One Employees Wage

Theresa Arsenault	\$18.19
Sandra Bridges	\$15.46
Joannie Chislett	\$15.46
Amy Fitzpatrick	\$16.75
Andrea Gallant	\$16.75
Megan Gallant	\$15.46
Kim Gaudet	\$18.19
Margaret Howard	\$15.46
Crystal Mchugh	\$15.46
Patricia Shea	\$15.46
Kathy Tibbets	\$15.46
Atara Yuill	\$16.75