

COLLECTIVE AGREEMENT

BETWEEN

DR. JOHN M. GILLIS MEMORIAL LODGE

AND

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

March 13, 2012 – April 30, 2015

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between the Employer and the employees as represented by the Union and to set forth certain terms and conditions of employment as hereafter contained in this Agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Local Union as the bargaining agent for all employees who are permanent, probationary, full-time, part-time, casual or otherwise in any of the Licensed Practical Nurse (LPN), Resident Care Worker (RCW), Resident Care Assistant (RCA), Kitchen (Dietary and Food Services), Housekeeping (Cleaning and Laundry), and Activity positions employed at 3134 Garfield Road, Eldon, PEI excluding the General Manager, Administrator, Director of Nursing, Director/Supervisor/Manager of Office Administration, Activity, Laundry Service, Food Service, Housekeeping, Environmental Services, Registered Nurses (RN's), Office Secretary, Students (except as provided for in Article 2.04 and 2.05), Maintenance and those named individuals excluded by the Certification Order dated April 11, 2011 and such other positions that exercise managerial functions who are employed in the confidential capacity in matters relating to labour relations pursuant to section 7(2) of the *Labour Act*. This Article shall be read subject to Appendix "A".
- 2.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the parties. The Parties recognize that from time to time, persons who are not members of the bargaining unit may perform services and/or do work that is outside the bargaining unit for the benefit of the Employer and its residents and/or provide training activities at the Gillis Lodge. It is understood and agreed that these various services performed and/or work done may continue to occur provided the services performed and/or work done by persons not included in the bargaining unit will not result in a reduction in hours of work and/or layoff to members of the bargaining unit.
- 2.03 No employee shall be permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.
- 2.04 (a) Students may be employed at Gillis Lodge, provided that Casual Employees have declined available work or are not available to work.
- (b) Any Student hired shall be paid wages at such a rate as the Employer may, in its discretion, determine.
- 2.05 Students must work a total of five hundred and sixty (560) hours in a calendar year before obtaining the status of a Casual Employee. Any student that requests a Record of Employment or experiences a twenty eight (28) day break in service will be eligible to thereafter continue employment as a Student employee provided the Student is in attendance as student at an educational institution or plans to return to an educational institution within the next twelve (12) months. In the event that a Student exceeds five

hundred and sixty (560) hours of employment in a calendar year without requesting a Record of Employment or having a twenty eight (28) day break in service then that person will be deemed to be a Causal Employee and will be deemed to have a successfully completed his or her period of probation.

ARTICLE 3 - DEFINITIONS

3.01 For the purpose of this Agreement,

- (a) "Classification" means the title of a position a person holds as listed in Schedule "A".
- (b) "Continuous Service" means the most recent period of uninterrupted employment. Continuous service shall only be interrupted if any of the following occur:
 - (1) layoff
 - (2) resignation
 - (3) dismissal for just cause without reinstatement
 - (4) in the case of a casual employee, upon completion of work. However, in the event that a casual employee, who has completed work, is recalled within thirty (30) days for subsequent work, the employee shall be considered to have continuous service for both periods of employment.

Continuous service includes periods of approved leave of absence with or without pay.

- (c) "Day" means a working day unless otherwise stipulated.
- (d) "Director/Supervisor/Manager" means an excluded employee who supervises employees.
- (e) "Employee" means any person in the bargaining unit who is employed by the Employer for remuneration.
- (f) "Employer" means the Dr. John M. Gillis Memorial Lodge to be known as Gillis Lodge.
- (g) "Party" means the Union or the Employer.
- (h) "Pay Period" means a two-week period, as determined by the Employer, for which employees will be paid.
- (i) "Permanent Employee" means:

- (1) a full-time employee who works a regular schedule of hours as outlined in the hours of work and shift work article and who has completed the probationary period, or
- (2) a part-time employee who works less than the fully prescribed hours of work on a recurring and regular scheduled basis and who has completed the probationary period and is entitled to all the benefits of this agreement on a prorata basis.

- (j) “Probationary Employee” means an employee who has not completed their probationary period.
- (k) "Promotion" means an appointment of an employee from one classification to another classification with a higher salary level.
- (l) "Casual Employee" means a person who has completed their probationary period and who is not a PPT or PFT employee.
- (m) “Temporary Employee” means an employee who is employed in accordance with Article 12 to replace a permanent full-time or part-time employee during their absence or for a special purpose.
- (n) “Union” means the P.E.I. Union of Public Sector Employees.
- (o) “Weekend” means Saturday and Sunday.
- (p) “Complainant” means an employee who makes a complaint of harassment.
- (q) “Respondent” means an employee about whom a complaint of harassment is made.
- (r) “Student” means a person employed at Gillis Lodge who has been in attendance as a student at an educational institution and plans to return to an educational institution within twelve (12) months.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the exclusive function of the Employer to do all things necessary to manage its operation.
- 4.02 The Employer acknowledges that its right to manage its operation is subject to the obligations hereinafter contained in this Agreement and such obligations shall be carried out in a reasonable manner.

ARTICLE 5 - EMPLOYEE RIGHTS

- 5.01 No Discrimination

- (a) There shall be no discrimination practiced with respect to any employee on the grounds of age, colour, creed, ethnic or national origin, family status, marital status, disability, political belief, race, religion, sex, sexual orientation, membership, lack of membership, activity or lack of activity in the Union.
- (b) Any term contained in (a) which is also contained in the P.E.I. *Human Rights Act* shall be interpreted and applied in a manner consistent with the P.E.I. *Human Rights Act*.

5.02 No Conflicting Written or Verbal Agreements

No employee shall be required or permitted to make a written or verbal agreement which may conflict with the terms of this Agreement.

5.03 Harassment-Free Environment

The Union and the Employer recognize the right of employees to work in an environment free from harassment and the Employer agrees to take such disciplinary action as is necessary respecting an employee engaging in harassment in the work place. Harassment shall be considered discrimination under this article.

5.04 Sexual Harassment

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.

5.05 Concerns About Harassment

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

5.06 Workplace Harassment Policy

The Employer and the Union recognize that a Workplace Harassment Policy forms part of this Agreement. A Workplace Harassment Policy pertains to personal harassment, sexual harassment and abuse of authority and establishes a process for the handling and resolution of complaints of harassment. The policy shall be created by the Employer with the approval of a Joint Employer Union Committee consisting of equal representation. Said policy shall be set forth within the life of the collective agreement.

ARTICLE 6 - UNION SECURITY

- 6.01 The Employer shall, as a condition of employment, deduct an amount equal to the bi-weekly Union dues deduction from the bi-weekly pay of all employees covered by this Agreement.
- 6.02 The Union shall inform the Employer in writing of the authorized dues for the implementation of Article 6.01. At least thirty (30) days notice of any change in the authorized dues will be provided.
- 6.03 Dues shall be deducted as follows depending upon an employee's biweekly gross salary:
- (a) \$100 but less than \$200, one-third (1/3) of the authorized dues, and
 - (b) \$200 or more, the full amount of the authorized dues.
- 6.04 The amounts deducted in accordance with this Article shall be remitted to the Union by cheque on or before the fifteenth (15) 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.
- 6.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claims or liability arising out of an error committed by the Employer.

ARTICLE 7 - INFORMATION

- 7.01 The Union shall provide a copy of this Agreement to the members of this bargaining unit.
- 7.02 The Employer shall provide all employees, upon appointment, with written notification stating their classification (i.e. permanent, full-time or part-time, casual or temporary), commencement date and hourly rate.
- 7.03 The Employer shall indicate on each employee's income tax (T4) slip the total amount of Union dues deducted for the previous year.
- 7.04 The employees shall be provided with an itemized statement of hours paid, gross wages, and deductions on each pay stub.
- 7.05 The Employer shall provide copies of any policies and procedures issued by the Employer at each work unit in a binder. Employees shall be responsible for ensuring they maintain knowledge of the policies and procedures as posted.
- 7.06 The Employer shall make available to the Union copies of the Registered Retirement Savings Plan and insurance plans.
- 7.07 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and the name of the current Union Steward(s).
- 7.08 In January and July of each year, the Employer shall provide the Union with a list of employees then employed, their Department, date of hire, pay rate and classification.

- 7.09 The Union, only with the prior consent of the Employer, and on terms satisfactory to the Employer, may be allowed to access to the Employer's premises for the purpose of administration of this Collective Agreement.
- 7.10 An employee shall be entitled to review the employee's personnel file. The employee shall give the Employer two (2) days notice prior to having access to their file.

ARTICLE 8 - HOURS OF WORK AND SHIFT WORK

8.01 Subject to operational requirements, an employee shall work one or more of the following regularly scheduled shifts as set out below. For the purpose of this article, regularly scheduled shifts shall be defined by classification as:

LPN	12.5 and 8.5
RCW	8.5
RCA	8.5
Dietary	11.5, 10.0, 8.5
Housekeeping	8.5 and 6.5 (weekends)
Laundry	10.5

All shifts are shown inclusive of an unpaid meal break of one-half (.5) hour.

- (a) For permanent, probationary and casual employees scheduled for six and a half (6.5) hour shifts, the regular hours of work in each shift shall be six (6) hours in each day, exclusive of an unpaid meal break of one half (.5) hour;
- (b) For permanent, probationary and casual employees scheduled for eight and a half (8.5) hour shifts, the regular hours of work in each shift shall be eight (8) hours exclusive of an unpaid meal break of one half (.5) hour;
- (c) For permanent, probationary and casual employees scheduled for ten (10) hours shifts, the regular hours of work each shift shall be nine and a half (9.5) hours each day exclusive of an unpaid meal break of one half (.5) hour;
- (d) For permanent, probationary and casual employees scheduled for ten and a half (10.5) hours shifts, the regular hours of work each shift shall be ten (10) hours each day exclusive of an unpaid meal break of one half (.5) hour;
- (e) For permanent, probationary and casual employees scheduled for eleven and a half (11.5) hour shifts, the regular hours of work in each shift shall be eleven (11) hours in each day exclusive of a meal break of one half (.5) hour;
- (f) For permanent, probationary and casual employees scheduled for twelve and a half (12.5) hours shifts, the regular hours of work each shift shall be twelve (12) hours each day exclusive of an unpaid meal break of one half (.5) hour;

- (g) The designated meal period shall be thirty (30) minutes unpaid break for each shift for the purposes of Article 8.01(a), (b), (c), (d), (e) and (f) and subject to operational requirements shall be scheduled as close as is reasonably possible to the middle of the shift or day of eight point five (8.5) or less or eleven point five (11.5) hours.
- 8.02 Subject to operational requirements, the Employer shall reasonably facilitate, during scheduled unpaid meal periods, requests to leave the premises.
- 8.03 Should an employee who is able to leave the work area be recalled to duty during the designated meal or rest period, the break time not taken because of recall to duty shall be taken as paid time off at the end of the shift. If the paid time off cannot be granted at the end of the shift, the employee shall be paid out at straight time.
- 8.04 Time spent at staff meetings called by the Employer, during an employee's scheduled working hours, which employees are required to attend shall be considered as hours of work for employees attending and shall be paid at straight time.
- 8.05 Work schedules shall be posted two (2) weeks in advance of the schedule to be worked. The schedule will be for a minimum of six (6) weeks. Before schedules are drawn up, an employee requesting specific days off shall submit a written request to their Director/Supervisor/Manager. With the applicable Director/Supervisor/Manager's prior consent, two employees may be able to exchange their days off.
- 8.06 Where operational requirements permit, permanent employees shall have one (1) weekend off in each two (2) week period or at least twenty-six (26) weekends off per year unless otherwise mutually agreed upon.
- 8.07 (a) Employees shall receive a shift differential payment of one dollar (\$1.00) per hour, for hours worked between the hours of 9:30 p.m. and 6:00 a.m. (both times inclusive)(except for those employees working the night shift, who shall receive the shift premium for hours worked until 7:00 a.m.). Shift premiums shall be paid bi-weekly for the hours in that pay period for which premiums are payable.
- (b) Effective the signing date of this Agreement, employees who are required to work weekends between the hours of 9:30 p.m. Friday to 6:00 a.m. Monday (inclusive) (except for those employees working the night shift, who shall receive the shift premium for hours worked until 7:00 a.m.) shall receive a shift differential payment of one dollar (\$1.00).
- 8.08 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 three (3) hours at their rate of pay for the length of the assigned shift, if no work is made available for them.
- 8.09 An employee's schedule shall not be changed for the sole purpose of avoiding compensation to the employee for overtime services.
- 8.10 The changing of Daylight Saving to Standard Time or vice versa shall not result in employees being paid more or less than their regular scheduled daily hours and no overtime shall accrue.

8.11 There shall be no split shifts.

ARTICLE 9 - OVERTIME

- 9.01 All overtime must be authorized by the Employer. The Employer intends to allocate work where possible in a manner that minimizes the occurrence of overtime work.
- 9.02 (a) An employee who is required to work in excess of their scheduled six (6) hour shift, or their eight (8) hour shift, or their nine and a half (9.5) hour shift, or their ten (10) hour shift, or their eleven (11) hour shift, or their twelve (12) hour shift, or in excess of eighty (80) hours in a bi-weekly period shall be compensated for overtime. An employee is entitled to compensation at the rate of time and one-half (1.5) for all overtime hours worked.
- (b) Due to the nature of the Gillis Lodge's twenty-four hour care to its residents, in the event of a storm or emergency, employees may be required to stay in the Lodge to ensure the ongoing staffing needs of the Lodge. Employees who are required to stay and to work more than their required hours of work shall receive overtime benefits as set out in Article 9.02 (a) until the employee is provided with four (4) hours or more off duty. For periods of time which the employee is not required to perform work, the Employer shall make available all the services of the Lodge to the employee (such as kitchen and sleeping facilities) at no cost to the employee.
- 9.03 An employee can take the overtime compensation in the form of time off in lieu or pay. Time off in lieu shall be taken at a time mutually convenient to the employee and Employer and in no event shall be carried over past December 31 of any year.
- 9.04 Overtime shall not be claimed for less than fifteen (15) minutes at the end of a shift or work period but if overtime amounts to fifteen (15) minutes or more, the overtime rates shall apply to the total period in excess of the shift or work period.
- 9.05 Employees who are called back to work after leaving the Employer's premises following completion of a shift or work period but before the commencement of their next shift or work period, or, are called back on a day they are not working and who in either case actually reports for work, shall be granted a minimum of three (3) hours pay at straight time rates or at overtime in accordance with Article 9.02, whichever is greater.
- 9.06 An employee may request additional hours of work from the Employer, which hours of work shall be compensated at the employee's regular rate of pay, notwithstanding Article 9.02. The Employer shall post and maintain a list of employees that are seeking additional hours of work and shall offer additional shifts, if any, to these employees on the basis of the employee's availability and seniority, on a rotating basis.

ARTICLE 10 - RATES OF PAY

- 10.01 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.

- 10.02 Employees shall move to the rates of pay specified in Schedule "A" on the effective dates based on the applicable hours of work or years of service completed with the Employer. On successful completion of the probationary period the employee shall move to the start rate. Each employee shall move to the next higher pay step on the completion of hours of work or years of service depending on the appropriate classification. Hours of work shall include paid hours worked and paid hours of leave. Year of service is a period of uninterrupted employment from date of hire to the employee's anniversary date.
- 10.03 When a new classification is to be established in Schedule "A" or the duties of an existing classification are substantially changed, the parties to this Agreement shall consult on the salary range to be assigned. In the event that the parties cannot reach a negotiated settlement, the Employer shall assign a rate of pay to the position. The rate of pay shall remain in effect until the parties negotiate a new agreement, which may include a retroactive payment for hours already worked at the rate previously assigned by the Employer.
- 10.04 When an employee chooses to apply for a lower paying job and is selected, the pay rate shall be that of the classification. The hourly pay step shall be calculated based on the applicable completion of hours of work or years of service with the Employer.
- 10.05 (a) Pay periods shall cover a two (2) week period. Payment for the pay period will be provided by electronic funds transfer. Direct deposit of pay will be made to an account of the employee's choice no later than 12:00 noon on Friday of the following week.
- (b) If an employee does not receive the correct amount of pay, then the Employer will issue a cheque to the employee. Wherever possible this cheque issued by the Employer will be issued within twenty-four (24) hours of the error being brought to the Employer's attention. The Employer is not obligated to issue a corrected cheque for an amount less than \$20.00.
- 10.06 Employees who are in receipt of a regular pay cheque will be allowed to participate in the Canada Savings Bond Payroll Deduction Program.

ARTICLE 11 – PROBATIONARY PERIOD

- 11.01 All new employees will have a probationary period of five hundred and sixty (560) hours worked in the classification.
- 11.02 All new employees hired are probationary until the employee successfully completes the probationary period. In order to advance from probationary status a satisfactory performance review must be completed. The Employer will confirm in writing within seven (7) days of completion of the initial five hundred and sixty (560) hour probationary period that:
- (a) the employee has successfully completed the probationary period; or

- (b) the employee's probationary period is extended an additional two hundred and eight (280) hours; or
- (c) the probationary employment of the employee is terminated.

In the event the probationary period is extended by the Employer, the Employer will confirm in writing within seven (7) days of completion of the extended probationary period that the employee has successfully completed the probationary period or that the probationary employment of the employee is terminated.

11.03 Once an employee successfully completes their probationary period, calculation of their period of employment will date from their initial date of hire.

11.04 An orientation period will be provided to new employees for familiarization with the overall operation of Gillis Lodge and training specific to the new position. The employees shall receive payment for the orientation shifts upon successful completion of the probationary period as set out in Article 11.01. The length of the orientation period will depend on the position being filled and will be determined by the employee's Director/Supervisor/Manager.

ARTICLE 12 - TEMPORARY POSITIONS

12.01 Where a temporary position exists due to the absence of a regular employee or for a special purpose for a period greater than thirty (30) days, the Employer shall post a temporary position pursuant to this Article for a period of seven (7) calendar days.

12.02 In filling the temporary position the applications shall be processed in the following order:

- (a) applications from all permanent employees and employees on a recall list within the Department shall be fully processed. The Employer will select the applicant with the most seniority possessing a satisfactory performance review and the qualifications to do the posted position;
- (b) applications from casual employees within the classification shall be fully processed. The Employer will select the applicant with the most casual seniority possessing a satisfactory performance review and the qualifications to do the posted position;
- (c) if the position is not filled by the process outlined in subsections (a) and (b), the Employer may fill the position from outside Gillis Lodge.
- (d) Employees applying for RCW positions pursuant to this Article who do not have an RCW certificate shall be entitled to apply for such if they are deemed to have the equivalent qualifications from work experience with the Employer;
- (e) In the case of job postings within this Article specifying "male only" or "female only", such requirement must be based on a genuine occupational qualification.

- 12.03 (a) Any position occupied by a temporary employee due to the absence of a permanent employee shall be assumed by the permanent employee on return to duty.
- (b) If the position for which the temporary employee was hired becomes vacant or if a new position is created out of the special purpose. It shall be posted in accordance with Article 14.
- (c) A temporary position shall not be for a period in excess of twelve (12) months except in circumstances approved by the Union, unless the absence is created by the absence of an employee with a statutory or contractual entitlement to return to the same or an equivalent position.
- 12.04 An employee is expected to complete the full length of a temporary position unless applying for a permanent position.
- 12.05 When an employee fills a temporary position outside their classification, the employee shall receive the rate of pay for that classification from the date the temporary position is awarded to the employee pursuant to this Article.
- 12.06 When an employee fills a temporary position in the same classification, pursuant to this Article, the employee shall receive their regular rate of pay.
- 12.07 Where an employee works occasionally in more than one classification the employee shall receive the rate of pay applicable to the classification in which they are working.

ARTICLE 13 - SENIORITY

13.01 Granting Seniority to Probationary Employees

An employee who successfully completes the probationary period for permanent employment on or after September 30, 2011 shall be granted seniority. This seniority shall include:

- (a) the probationary period, and
- (b) any service as a casual employee from their last date of hire.

13.02 Calculation of Seniority prior to September 30, 2011

Seniority of bargaining unit employees in the bargaining unit as of September 30, 2011 is defined as their length of continuous employment since their last date of hire by Dr. John M. Gillis Memorial Lodge.

13.03 Calculation of Seniority on or after September 30, 2011

All employees in the bargaining unit after September 30, 2011 shall accumulate seniority for continuous employment in the bargaining unit at Dr. John M. Gillis Memorial Lodge represented by the Union.

13.04 Total Seniority and Seniority List

In order to finalize a seniority list, the Employer, in accordance with Articles 13.02 and 13.03 shall determine each employee's seniority, and post a seniority list. Such list shall be updated each January 31 and posted on the Employer's bulletin board and a copy shall be sent to the Union on the same day the Seniority List is posted on the bulletin board. The Union shall notify the Employer within sixty (60) days of posting the list regarding any errors on the list.

13.05 Use of seniority for the purpose of Job Opportunities and Promotions, Layoff and Recall, and Temporary Positions, shall be as set forth in the applicable articles of this Agreement. Seniority shall operate on a bargaining unit wide basis.

13.06 An employee shall lose seniority only in the following circumstances:

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee voluntarily resigns;
- (c) the employee is suspended for just cause and not reinstated (no seniority shall accrue for the period of suspension);
- (d) the employee is laid off for more than twelve (12) months; or
- (e) the employee fails to return to work upon recall unless just cause exists.

13.07 Transfer Out of Bargaining Unit

- (a) If an employee voluntarily transfers to a permanent position outside the bargaining unit, he/she shall retain the seniority accumulated up to the date of leaving the bargaining unit but will not accumulate any further seniority. If such employee later returns to a vacant position in the bargaining unit, the employee will accumulate seniority from the date of returning to the bargaining unit. This additional seniority shall be added to the employee's previously accumulated seniority.
- (b) If a permanent employee accepts a temporary position outside the bargaining unit, the employee shall retain their seniority but shall not continue to accumulate seniority while occupying the temporary position.

ARTICLE 14 – JOB OPPORTUNITIES AND PROMOTIONS

14.01 When a permanent vacancy occurs which the Employer intends to fill or a new position is created by the Employer, the Employer shall post the position within fourteen (14) calendar days. Notice of the position posting shall remain on all bulletin boards for a period of not less than ten (10) calendar days prior to the closing date for applications to be received by the Employer, to allow all existing employees the opportunity to apply. If a successful applicant is determined, the Employer shall award the posted position to the successful applicant within sixty (60) calendar days of the date of the posting. If no

successful applicant is found from the applications of existing bargaining unit employees, the Employer may fill the position from outside the bargaining unit.

- 14.02 (a) (i) A job posting shall contain information on the nature of the position being filled, the closing date for applications, the qualifications required, a wage rate and the number of hours of work for the posted position and current details of shifts if shift work is involved. A copy of the posting shall be sent to the Union. The qualifications required shall be those required by the Employer to do the work to be performed by the employee and shall not be established in an arbitrary or discriminatory manner. The posting shall state, "The Employer is an equal opportunity employer".
- (ii) Employees applying for RCW positions pursuant to this Article who do not have an RCW certificate shall be entitled to apply for such, as they are deemed to have the equivalent qualifications.
- (b) In the case of job postings specifying "male only" or "female only", such requirement must be based on a genuine occupational qualification.
- 14.03 No positions will be filled until applications from bargaining unit employees are fully processed.
- 14.04 In selecting bargaining unit applicants for all job opportunities and promotions, the selection shall be made on the basis of seniority, performance reviews, and qualifications. Where bargaining unit applicants are found to be relatively equal, seniority shall be the determining factor.
- 14.05 Unsuccessful bargaining unit applicants shall be sent notice prior to the anticipated first full day of duty of the successful applicant. Any unsuccessful bargaining unit applicant who requests an explanation as to why he/she was unsuccessful shall be provided with the same.
- 14.06 The successful bargaining unit applicant shall be placed on trial in the new position for a period of sixty (60) shifts worked. This trial period may be extended or shortened by written agreement of the Employer and the Union. Conditional on satisfactory service, the employee shall be declared permanent in the position after the period of sixty (60) shifts worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, the employee shall be returned to their former position and salary range without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position and salary rate, without loss of seniority.

ARTICLE 15 - LAYOFF AND RECALL

- 15.01 It is recognized that job security should increase in proportion to length of service. Therefore, in the event of layoff in a particular classification series, the employee in the affected classification series who has the least bargaining unit wide seniority will be given notice of intended layoff.

- 15.02 If an employee is to be laid off, the Employer must give notice in writing at least fourteen (14) calendar days prior to the effective date of the layoff. If an employee has not had the opportunity to work their scheduled hours of work during the notice period, the employee shall be paid for the days for which work was not made available.
- 15.03 When employees are laid off, they shall be placed on a recall list for a period of eighteen (18) months and shall be recalled in the following order:
- (i) In reverse order of layoff within the classification series;
 - (ii) If no employees are available for recall within the classification series, then provided the most recent performance appraisal was satisfactory and the employee has not since been disciplined, and the employee is qualified, in reverse order of bargaining unit wide seniority;
 - (iii) If no employees are available for recall from (i) or (ii) above, the Employer may fill the position in accordance with Article 14.
- 15.04 An employee shall be recalled by registered letter and/or by personal contact from the Employer, and the employee shall have twenty-four (24) hours from receipt of the letter or personal contact to advise the Employer if the Employee will be returning to work. The employee recalled and the Employer shall then determine the effective date of recall, which, in all events, shall be not more than two (2) weeks from the date of acceptance of the recall notice by the employee. Employees are responsible for leaving their current address and telephone contact number with the Administrator of the Gillis Lodge, which contact information shall be relied upon by the Employer in effecting recall.
- 15.05 An employee who is recalled shall be entitled to retain previous service time with the Employer for the purpose of calculating vacation entitlement after the date of recall and the employee shall be entitled to retain and use, in accordance with the provisions of the Collective Agreement, any unused sick leave credits accumulated at the time of layoff.
- 15.06 A layoff means a permanent or temporary reduction in the workforce due to position abolishment or reduction in hours of work of a permanent Employee to the status of a casual employee.
- 15.07 If a laid off employee wishes, they may be placed on the casual list with priority for receipt of unscheduled casual work, which would not affect their placement on a priority recall list for their classification series.
- 15.08 For the purposes of this Article, a classification series shall mean a grouping of position titles as listed below:

Group 1	Group 3	Group 5
Resident Care Worker Resident Care Assistant	Kitchen Staff	Maintenance
Group 2	Group 4	

ARTICLE 16 - CONTRACTING OUT

- 16.01 The Employer agrees that it shall not contract out work in the classifications of LPN or RCW.
- 16.02 With respect to other classifications, in the event the Employer determines a need to contract out any part or all of such work, it shall, prior to making a final decision as to same, meet with and discuss with the Union the proposed action, alternative methods to achieve the Employer's stated goals, and ways to offset the impact of the proposed action on the bargaining unit.
- 16.03 The Employer shall provide up to date job descriptions within sixty (60) days of the signing of this collective agreement.
- 16.04 Existing classifications shall not be changed or eliminated during the term of this collective agreement without prior consultation with the Union.

ARTICLE 17 – SAFETY & HEALTH

- 17.01 The Employer shall take every reasonable precaution to ensure the occupational health and safety of its employees under the provisions of the *Occupational Health and Safety Act*, R.S.P.E.I. 1988, Cap 0-1.01.
- 17.02 When an Employee, group of employees, or the Union, is not satisfied that the provisions of Article 17.01 are being complied with, and the Workplace Occupational Health and Safety Committee has been consulted and has not resolved the health and safety issue, the following process shall apply:
- (i) The matter will be referred in writing to the Employer who shall immediately investigate the matter;
 - (ii) Failing a satisfactory remedy with ten (10) days following such investigation, the matter may be referred to an Occupational Health and Safety officer appointed under the *Occupational Health and Safety Act*, and the provisions of the Act with respect to the processing and resolution of such complaint and not this Agreement shall apply.
- 17.03 Safety Committees shall be established in accordance with the *Occupational Health and Safety Act*.

ARTICLE 18 - PERFORMANCE REVIEWS

- 18.01 (a) Each employee will have a scheduled opportunity on an annual basis to meet with their Director/Supervisor/Manager to review and evaluate their work performance.
- (b) All other employees shall receive an annual performance review within thirty (30) days of their anniversary date of hire or at such other time as may be agreed between the employees of a Department and their Director/Supervisor/Manager.
- 18.02 A copy of the performance review will be given to the employee and the employee shall sign one copy to acknowledge receipt, which will be retained in the employee's confidential personnel file.

ARTICLE 19 - INJURY ON DUTY

- 19.01 An employee prevented from performing their regular work with the Employer as a result of an occupational accident that is covered by the *Workers' Compensation Act* shall apply to the Workers' Compensation Board for benefits. The employee's Director/Supervisor/Manager shall be immediately advised of any such accident or injury occurring in the workplace.
- 19.02 During the period of receiving Workers Compensation temporary earnings loss benefits, the employee will continue to accumulate Employer service for up to one (1) year, for the purposes of determining future benefit entitlements. Employees who are absent for more than two (2) weeks shall not accrue sick or other benefits for the period of their absence beyond two (2) weeks. Employees who are absent shall not accrue statutory holiday benefits.
- 19.03 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 their regular rate of pay, with deduction from sick leave for the hours used including scheduled work time used to seek the medical opinion, unless the attending physician states that the employee is fit for further work on that shift.
- 19.04 If an employee is unable to perform their duties at the time the Workers' Compensation Board ceases temporary earnings loss benefits, the employee will be provided with reasonable accommodation measures pursuant to Article 33. Where no accommodation is available, the employee shall be placed on layoff, pursuant to Article 15.
- 19.05 Where an employee is laid off pursuant to Article 19.04, the employee shall advise the Employer when the employee is able to be considered for recall pursuant to Article 15 of this Agreement. An employee may be required to provide a medical certificate of fitness to perform the duties of any position for which a notice of recall is given.
- 19.06 Employees shall be entitled to draw upon their sick leave bank during the *Workers' Compensation Act* three (3) day waiting period. If the employee subsequently receives workers compensation benefits for the waiting period, the employee shall reimburse the Employer for the days drawn, which the Employer shall restore to the employee's sick bank.

ARTICLE 20 – STAFF DEVELOPMENT AND TRAINING

- 20.01 (a) The Employer encourages and promotes continuing education and the upgrading of qualification which enables the employee to do a better job and qualify for additional responsibilities.
- (b) The Employer agrees to pay education cost for Transfer Lift and Reposition (TLR) and non-violent crisis intervention courses for employees in a care-giving role at Gillis Lodge as required by the Employer.
- 20.02 Employees requiring time off to write an examination shall notify their Director/Supervisor/Manager at least ten (10) days in advance by filling out a *Leave Request Form*.
- 20.03 (a) Where the Employer makes available in-house training courses, and the course occurs during an employee's regularly scheduled hours of work, employees who wish to attend may do so during working hours, with no loss of pay, provided permission of the employee's Director/Supervisor/Manager is obtained; or
- (b) Where the Employer requires an employee to take an in-house training course provided by the Employer, and the training occurs during an employee's regularly scheduled hours of work, the employee shall be able to attend with no loss of pay.
- (c) Where employees are required by the Employer to participate in a non-violent crisis intervention course that is scheduled outside the normal hours of work, the Employer shall pay the employee for four (4) hours at the employee's regular rate of pay.

ARTICLE 21 - VACATIONS

21.01 Accumulation of Credits – Permanent Employees

Effective the signing date of this Agreement, permanent employees shall be entitled to vacation pay on the following basis:

- (a) Employees who have completed less than one (1) year of service – three point two (3.2) hours (four percent (4%)) for each eighty (80) hours worked;
- (b) Employees who have between one (1) year of service and completion of eight (8) years of service – three point two (3.2) hours (four percent (4%)) for each eighty (80) hours worked;
- (c) Employees who have between eight (8) years of service and completion of fifteen (15) years of service – four point eight (4.8) hours (six percent (6%)) for each eighty (80) hours worked;
- (d) Employees who have between fifteen (15) years of service and completion of twenty (20) years of service – six point four (6.4) hours (eight percent (8%)) for each eighty (80) hours worked; and

- (e) Employees who have greater than twenty (20) years of service – eight (8) hours (ten percent (10%)) for each eighty (80) hours worked.

21.02 Employees shall not accumulate vacation time or vacation pay while on a leave of absence without pay including WCB (of two (2) or more weeks), Employment Insurance (EI) and Maternity, Adoption or Parental (MAP) leaves.

21.03 Years of service, for the purpose of determining vacation entitlement for permanent employees established as of January 31st of each year.

21.04 Prior Approval

- (a) All vacation leaves must be approved by the Employer prior to the commencement of such leaves by the Employer.
- (b) All employees shall submit their request for summer vacation periods (June 15th – September 15th) to their supervisor by March 1st. Vacation dates shall be posted by May 15th each year. Vacation schedules shall be posted by June 1st each year for the summer vacation period and shall not be changed unless mutually agreed by the employee and the Employer.
- (c) All employees shall submit their vacation request for the public school March Break period to their supervisor by December 15th. Vacation dates shall be posted by January 15th each year.
- (d) All employees shall take turns in requesting and receiving time off at Christmas, New Years and March Break.

21.05 Carryover

Employees shall have the opportunity to carryover fifty percent (50%) of one (1) year's entitlement as per Article 21.01. Carryover must be requested in writing prior to November 30th of the calendar year it was granted. If a request is not received by the Employer, unused time will be paid to the employee prior to December 31st of that year.

21.06 Vacation for Probationary Employees

Probationary employees shall be entitled to accumulate but not take vacation time until the successful completion of the probationary period.

21.07 Vacation Requests and Seniority

Subject to Article 21.04 in a situation where two (2) or more employees in the same department have requested the same vacation days, the employee with the greatest seniority shall be granted their request except where another practice is agreed to between the Employer and employees of a particular department.

ARTICLE 22 – STATUTORY HOLIDAYS

22.01 Designated Statutory Holidays

The following is the list of designated statutory holidays:

- (a) New Year's Day
- (b) Islander Day
- (c) Good Friday

- (d) Victoria Day
- (e) Canada Day
- (f) Labour Day
- (g) Remembrance Day
- (h) Christmas Day

22.02 Paid Leave for Employees

Permanent employees shall be entitled to a day's paid leave for the designated statutory holidays provided:

- (a) they are paid for the scheduled shift before and the scheduled shift 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 the employee was not absent without approved leave on either the scheduled shift immediately prior to or following the holiday or on the holiday, and

22.03 Employees on a leave of absence without pay including Workers Compensation (WCB), Employment Insurance (EI) and Maternity, Adoption and Parental (MAP) leave shall not accrue holiday pay.

- 22.04 (a) For the purposes of this Article, a "day's paid leave" shall be equivalent to the number of hours in a shift that the employee is regularly scheduled to work (i.e. 6.5 hour shifts = 6 hours paid leave; 8.5 hour shifts = 8 hours paid leave; 11.5 hour shifts = 11 hours paid leave).
- (b) For employees who are regularly scheduled for shifts of different durations, their "day's paid leave" is calculated as follows: total hours regularly scheduled in two (2) week pay period divided by ten (i.e. 64.5 hours regularly scheduled ÷ 10 shifts = 6.5 hours paid leave).

22.05 Schedule "B" to this Agreement shows the maximum paid statutory days that permanent employees who qualify under Article 22.02 can earn in a calendar year.

22.06 Holiday Falling on Paid Leave Day

When a holiday falls within an employee's period of approved leave with pay, that day shall constitute a holiday and not a day of leave.

22.07 Holiday Coinciding with Day of Rest

Subject to Article 22.02, when a day designated as a holiday coincides with permanent 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 four (4) months of the holiday. Should the employee not arrange to take the leave prior to the expiry of the four (4) months following the pay period in which the holiday occurred, then the right to the time off shall be forfeited and the employee shall be paid for their statutory holiday hours.

22.08 Scheduled Work on a Holiday

An employee who is scheduled to work and works on a designated statutory holiday shall, in addition to their day's paid leave as determined in Article 22.04, be paid time and one-half for their scheduled hours worked on the designated statutory holiday.

ARTICLE 23 – SICK LEAVE

23.01 Sick leave is provided to enable permanent employees to be absent during periods of illness or injury without suffering financial loss of their regular wages. An employee found to be abusing sick leave privileges may be subject to disciplinary action.

- 23.02 (a) A permanent employee shall earn sick leave at the rate of one point five four (1.54) hours for every eighty (80) hours (being one point nine two (1.92%)) worked up to a maximum of forty (40) hours of sick time per calendar year.
- (b) Permanent employees shall have the option to carry forward up to two (2) years entitlement. As determined by 23.02 (a), such option must be requested prior to November 30th of the calendar year or any unused sick days from the current calendar year will be paid out prior to December 31st of that year.
- (c) Permanent employees shall not accumulate sick leave while on leaves of absence without pay from the Employer.

23.03 An employee has the option of using accrued sick leave or taking a day off without pay.

- 23.04 (a) Approval for sick leave must be obtained by an employee by filling out and certifying/signing the Employer's prescribed sick leave form in which the employee must specify the nature of the illness and an inability to perform their duties.

- (b) An employee may be required to produce a certificate from a qualified medical practitioner for sick days utilized in a calendar year in excess of three (3) cumulative sick days. The qualified medical practitioner shall certify that the employee was unable to carry out the employee's duties due to illness.
- (c) (i) Employees may be directed to undergo an examination by a medical practitioner appointed by the Employer. In the event that a diagnosis provided by the physician appointed by the Employer conflicts with a diagnosis provided by the employee's physician, then the Employer may direct the employee to undergo an examination by a third physician.
- (ii) The cost of such medical examinations shall be borne by the Employer.

23.05 In the case of absence due to illness or accident the matter must be reported as soon as possible to the Employer.

- 23.06 (a) An employee, other than a casual employee, who becomes ill while on vacation leave may substitute that period while ill with sick leave, if the employee produces a certificate from a qualified medical practitioner stating the period during which the employee was incapacitated and the nature of the illness.
- (b) Such substitution of sick leave for vacation leave shall be subject to the approval of the Employer and must be submitted on return to duty.
- (c) When such substitution is approved by the Employer, the employee shall have these days credited to his/her vacation leave accumulation.

ARTICLE 24 - SPECIAL LEAVE

24.01 General

- (a) In the sole discretion of the Employer, periods of special leave in excess of those allowed in this article may be authorized in exceptional circumstances.
- (b) Except for leaves granted pursuant to Article 24.01(a), 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.
- (c) Employees on leave have the option of maintaining their group insurance coverage, provided the employee pays 100% of the cost of such coverage to the Employer prior to first day of each month. In the event payment is not provided to the Employer, coverage shall be terminated.

24.02 Maternity, Adoption Parental (MAP) Leave

The Employer shall grant leaves of absence without pay for reasons of maternity, parental or adoption leave in accordance with the provisions of the *Employment Standards Act* for a total leave period of up to fifty-two (52) weeks for any one birth or adoption event.

24.03 Negotiations

The Employer shall grant leave of absence with pay to employees to attend preparatory and negotiating meetings on behalf of the Union providing leave is limited to three (3) employees. Where reasonably possible, the Union shall provide two (2) weeks notice to the Employer of the employees who will be absent from work.

24.04 Union Business

Where operationally reasonable, the Employer agrees to provide leave of absence without pay to an employee who is required to attend meetings concerning Union business or in consultations with the Employer. The Employer will maintain the employee's regular pay and benefits, if notified by the Union that it agrees to reimburse the Employer for the salary and benefit costs of employees granted Union business leave or Employer consultation leave.

24.05 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.

24.06 Jury Duty

The Employer agrees to abide by the provisions of the *Jury Act* for any employee who is served with a Jury Information Return and Summons pursuant to the *Jury Act*, s. 8(7). The Employer will provide paid leave to an employee who is required to serve as a juror for the period of time their attendance is actually required, provided:

- (1) The employee provided the Employer with a copy of the Jury Information Return and Summons prior to jury duty commencing;
- (2) Any reimbursement received for the service, excluding expenses of mileage and meals, are remitted to the Employer;
- (3) Once the employee's service as a juror is no longer required, the employee returns immediately to resume work. It is understood that upon return to work, any employee called in to backfill for the period of jury service may be sent home and paid for their time worked at straight time.

24.07 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, son, daughter, brother, sister, grandchild, grandparent, mother-in-law, father-in-law, common-law spouse, or of any relative permanently residing with the employee, an employee upon request shall be granted leave with pay for three (3) days. Additional days may be authorized, if in the opinion of the Employer, additional bereavement leave is necessary.

- (b) In the event of the death of an employee's aunt, uncle, nephew, niece, brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee upon request shall be granted leave with pay for one (1) day for the purpose of attending the funeral.
- (c) If an employee is on vacation leave at the time of bereavement, the employee shall be granted special leave and be credited the appropriate number of days to vacation leave.
- (d) Where administratively possible employees requesting such leave shall submit the appropriate leave Request Form to the Employer for approval of the special leave; otherwise on immediate return to duty.

24.08 The Employer shall grant compassionate care leave up to eight (8) weeks pursuant to the PEI *Employment Standards Act*.

ARTICLE 25 – DISCIPLINE PROCEDURES

25.01 In order to promote harmonious Labour-Management relations and to ensure the highest quality of service to the residents of Gillis Lodge, the parties agree that the following procedures will be followed in the discipline of employees.

25.02 Discipline must be timely to bring home the importance of the problem being addressed; however, the parties recognize that a period of investigation may be necessary to ensure the circumstances warrant disciplinary action. When an investigation is deemed necessary by the Employer, it shall be carried out as follows:

- (a) an internal Employer investigation will be completed within fifteen (15) days of the date the Employer became aware of an alleged incident. The Employer agrees that if discipline is appropriate, it shall be imposed within five (5) days of the completion of the investigation.
- (b) in the event that the Employer determines an alleged incident requires an investigation involving outside agencies, the Employer shall conduct any necessary investigation as quickly as possible after becoming aware of the incident, and disciplinary action, if any, will be imposed immediately following the completion of the investigation.

25.03 The scale of disciplinary action is as follows:

- (a) Oral Reprimand

During the oral reprimand the problem is called clearly to the attention of the employee; the need for the employee to correct the identified problem(s) is emphasized. The employee shall be informed of corrective action to take. These discussions shall be held in private. The result should be agreement by the employee to correct the unacceptable behavior/problem. A specified time interval for the correction to take place will be communicated to the employee.

(b) Written Reprimand

When the oral reprimand has failed, and when it is decided that a written reprimand is necessary, a written reprimand should be issued. The employee

should be informed of the reasons for the recorded reprimand when issued. A copy of the written reprimand will be placed on the employee's file.

(c) Suspension

Suspension as a disciplinary action is an enforced temporary absence from duty. Periods of suspensions are always without pay.

(d) Dismissal

When a suspension has not resulted in a correction of the employee's behavior or performance, or in the instance of a single serious incident, dismissal may result.

- 25.04 Notwithstanding Article 25.03, it is understood that the Employer may impose discipline up to and including dismissal depending on the severity of the Employee's misconduct or violation, and that where appropriate the discipline imposed may not be preceded by less severe forms of discipline.

ARTICLE 26 - DISCIPLINE

26.01 No employee shall be disciplined except for just cause.

26.02 Where an employee is disciplined by suspension, demotion, or dismissal, the Employer shall, upon the date of such disciplinary action, provide the employee with written reasons for such disciplinary action and a copy of such notice shall be sent to the Union.

26.03 Upon request of an employee, the Employer shall provide the employee with the opportunity to read any documents, other than recruitment documents, on the employee's personnel file. Upon the employee's request, the employee shall be provided with an exact copy of any such document, other than recruitment documents.

26.04 Upon the employee's request, any notice of disciplinary action or any other document concerning a disciplinary action other than evaluation reports and payroll transactions which may have been placed on the employee's personnel file, shall be removed after two (2) years has elapsed since the disciplinary action was taken, provided no further disciplinary action has been recorded during this period.

26.05 Where it is determined that an employee has been unjustly terminated the Arbitration Board may reinstate the employee without loss of pay and or benefits. Nothing in this Agreement limits an arbitrator's powers to resolve a disciplinary grievance.

26.06 Upon request, the parties shall provide pre-hearing disclosure of evidence to be presented in cases of discipline.

ARTICLE 27 – GRIEVANCES AND ARBITRATION PROCEDURE

27.01 Policy

The parties recognize the desirability of providing of an orderly system of resolving any complaints or disputes in order to provide a harmonious and cooperative relationship between the Employer and its employees. The termination of employment of a probationary employee during the probationary period following an evaluation shall be subject to the total discretion of the Employer and such termination shall not constitute discipline under Article 26 of this Agreement.

27.02 "Grievance" means a written complaint by an employee or group of employees

- (a) arising out of a difference of opinion as to the application, interpretation, administration, or alleged violation of this Agreement, or
- (b) including any question as to whether a matter in this Agreement is arbitrable.

27.03 Designated Representative

The Employer shall designate a representative for the Grievance Procedure and advise the Union of the name and title of the Designated Representative.

27.04 Steward

The Union shall provide the Employer with written notice of the name of a Steward authorized to deal with grievances on behalf of employees.

27.05 Union Concurrence

Employees may pursue a grievance under this Article only with the approval of the Union.

27.06 Complaint/Grievance Settlement Process

Step 1

The parties to the Agreement recognize many complaints can be settled through informal discussion. For this reason, it is understood that if an employee has a complaint the employee shall discuss it with the employee's Director/Supervisor/Manager, or in their absence, the Administrator, as soon as possible and in any case no complaint shall be made unless made within twenty-one (21) days from the date upon which the complaint occurred, unless an extension of time has been mutually agreed upon. The

Director/Supervisor/Manager, after having consulted with the Administrator, or in the Director/Supervisor/Manager's absence, the Administrator, shall respond in writing to the complaint within seven (7) days of the discussion.

Step 2

Within seven (7) days of the response to the complaint in Step 1, the aggrieved employee may submit a written grievance, if the complaint has not been resolved to the satisfaction of the employee and the Union. The employee and the Union Steward shall meet with the Administrator to discuss the grievance. Within seven (7) days of such meeting the Administrator shall render a written decision on the grievance.

Step 3

Failing satisfactory settlement of the grievance being reached in Step 2, the Union may within ten (10) days of receipt of the decision referred to in Step 2, refer the grievance to Arbitration.

27.07 Union Representation

In any case where an employee presents a complaint in person at Step 1, or in any case where a meeting is held on a complaint or grievance at any level, the employee may be accompanied by a Union Steward or a representative of the Union.

27.08 Time Limits

The time limits specified in this Article may be extended by mutual agreement in writing.

27.09 Communications

- (a) When it is necessary to use the postal service to process a grievance, all correspondence between the designated representative and the employee shall be by registered mail.
- (b) When a grievance is delivered by hand, it will be dated the date it was delivered as will be the reply.

27.10 Employer/Union Grievance

Where either party to this Agreement disputes the interpretation, application, administration, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, the matter shall be discussed initially with the other party within fourteen (14) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to Arbitration.

27.11 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, faxed or hand delivered, indicating the name of its nominee on the arbitration board. Within fourteen (14) days thereafter, the other party shall answer by registered mail, fax or hand delivery, indicating the name and address of its nominee to the arbitration board.

27.12 Failure to Appoint

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

27.13 Arbitration Procedure

The Board shall determine the arbitration procedures but shall give full opportunity to all parties to present evidence and make representations. The Board shall avoid legalistic or formal procedures as much as possible. Unless otherwise arranged by the chair the hearing shall commence within ten (10) days of the Board's appointment and a decision will be rendered within ten (10) days of completion of the hearings.

27.14 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 not be incompatible with the provisions of this Agreement, and shall be final and binding and enforceable on all parties, 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.

27.15 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chair to reconvene the Board, whether in person or by way of written communication, to clarify the decision, which the Chair shall do within five (5) days or as otherwise scheduled by the Chair.

27.16 Expenses of the Arbitrator

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half (½) of the fees and expenses of the Chair;
- (c) one-half (½) of the expenses, if any, of accommodation required for the hearing.

27.17 Saturdays, Sundays and Statutory Holidays shall not be included in any time limits of this Article 27.

27.18 Upon mutual agreement of the parties, a single arbitrator may be used in lieu of an arbitration board. All provisions of this Article shall apply, with the necessary amendments going to the appointment of a single arbitrator.

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: Owner/Operator
 Dr. John M. Gillis Memorial Lodge
 3134 Garfield Road
 Eldon PE C0A 1A0

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

ARTICLE 29 - CONTINUANCE OF OPERATIONS

29.01 There shall be no strike 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 During the term of the Agreement, if either party wishes to amend the 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. It is understood that during the term of the Agreement, the Agreement can only be amended by mutual consent and no grievance or arbitration can result from a failure to agree to amend.

ARTICLE 31 – SAVINGS CLAUSE

31.01 Where during the term of this Agreement a statutory provision renders an article of this Agreement null and void, the parties shall be governed by the statute until a replacement article is negotiated.

ARTICLE 32 – UNION-MANAGEMENT COMMITTEE

32.01 Establishment of Committee

A Union Management Committee shall be established consisting of two (2) employee representatives and two (2) Employer representatives. The Committee shall enjoy the full support of both parties in the interests of improved service delivery to the residents and enhanced job satisfaction for employees.

32.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (1) Improving service delivery to the residents of Gillis Lodge.
- (2) Considering constructive criticisms of the workplace so that better relations can exist between the Employer and the employees.
- (3) Increasing operating efficiency.
- (4) Reviewing suggestions from employees and discussing matters relating to improving working conditions (but not matters pursued through the grievance process).

32.03 Authority of Committee

The Committee does not have the power to bind either the Union, its members, or the Employer to any decisions or conclusions reached in their discussions. The Committee shall only have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

The Committee shall not have jurisdiction over wages, grievances or any matter of collective bargaining, including the administration of this Collective Agreement.

32.04 Meetings of Committee

The Committee shall meet once a month, during the employee's regularly scheduled hours of work at a mutually agreeable time and place, or as otherwise agreed. Committee members shall receive a notice and agenda of the meetings at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee. Employees shall be paid at their regular rate of pay for their time in attendance.

32.05 Chairperson of the Meeting

An Employer and Employee representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. An employee representative shall preside as chairperson of the first meeting of the Committee, and shall be responsible for preparing and circulating the agenda for the meeting. Thereafter, the alternating chairperson shall prepare and circulate the agenda for the meetings.

32.06 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible (but not later than three days) after the close of the meeting. A copy of the minutes will be given to committee members, and the parties within fifteen (15) days following the meeting.

ARTICLE 33 – DISABLED EMPLOYEE ACCOMMODATION

- 33.01 The Employer acknowledges its duty to accommodate employees with disabilities in the manner and to the extent required by the Prince Edward Island *Human Rights Act*.
- 33.02 The Union acknowledges its duty to cooperate and assist the Employer in developing accommodation options for an employee.
- 33.03 The disabled employee has a duty to cooperate and assist the Employer in developing an accommodation.
- 33.04 (a) In accommodating a disabled employee pursuant to the *Human Rights Act*, consideration will be first given to whether the duties, methods or work environment of the disabled employee can be reasonably modified so that the Employee can perform substantially all of the duties of their current position, without causing undue hardship on the part of the Employer; or
- (b) Where no reasonable accommodation of the employee in their current position is available, consideration will be given to whether there is an existing vacant position for which the employee is capable and qualified, and in the event such a position exists, the Employer and the Union shall cooperate in offering the position to the employee at the rate of pay applicable to the position, for the purpose of fulfilling the Employer's duty to accommodate a disabled employee.

ARTICLE 34 – GROUP BENEFIT PLAN

- 34.01 A group benefit plan (medical, dental and group life insurance) is provided to eligible employees on the terms set out in the plans. Detailed information on the group benefit plan is available upon request from the Employer's Administration Office. Each employee upon enrollment in the group benefit plan shall receive a copy of the booklet outlining benefit coverage and eligibility. The Employer agrees to consult with the Union prior to making any changes to the group benefit plan.
- 34.02 Permanent employees are required to enroll in the group benefit plan. The employee can waive medical coverage (not life insurance, which is mandatory) if they are covered under another medical plan.
- 34.03 Permanent employees will be enrolled in the group benefit plan the month following satisfactory completion of their probationary period. The cost of the group benefit plan is as follows:
- Life insurance, 100% Employer paid;

- Dependent life insurance, 100% Employer paid (as applicable);
- Long term disability insurance, 100% employee paid;
- Extended health care, 40% Employer paid;
- Dental insurance, 40% Employer paid.

34.04 Casual employees who work at least twenty (20) hours per week and who wish to enroll in the group benefit plan after meeting the eligibility requirements of the insurer may voluntarily join the group benefit plan and the cost of the plan is as follows:

- Life insurance, 100% Employer paid;
- Dependent life insurance, 100% Employer paid as applicable;
- Long term disability insurance, 100% employee paid;
- Extended health care, 40% Employer paid;
- Dental insurance, 40% Employer paid.

34.05 An eligible employee on unpaid leave of absence or an employee who does not have sufficient scheduled hours of work to make regular payroll deductions, may remain enrolled in the group benefit plan provided the employee pays one hundred percent (100%) of the monthly cost of the group benefit plan in advance to the Employer's Administration Office.

34.06 Employees while receiving Worker's Compensation Benefits may remain enrolled in the group benefit plan for up to one year provided the employee continues to pay their share (40% or 100%, as applicable), of the monthly cost of the group benefit plan monthly in advance to the Employer's Administration Office.

ARTICLE 35 - GROUP REGISTERED RETIREMENT SAVINGS PLAN

35.01 A Group Registered Retirement Savings Plan ("GRRSP") is provided to eligible employees on the terms determined from time to time by the Employer. Detailed information on the Group Registered Retirement Savings Plan is available upon request from the Employer's Administration Office. A copy of the GRRSP booklet shall be provided to each employee upon enrolment. The Employer agrees to consult with the Union prior to making any changes to the GRRSP.

35.02 Full-time and Permanent part-time employees are eligible to participate in the GRRSP after successful completion of their probationary period.

35.03 Casual employees who work 1000 hours or more in the preceding year and for whom the current year indicates the same, may voluntarily join the GRRSP, by notifying the Employer of their desire to do so by June 30 or December 31 to be eligible to join effective the following year.

35.04 The Employees enrolled in the GRRSP must contribute 3.5% of their gross pay, which is deducted by way of bi-weekly payroll deduction. The Employer will match the amount of the 2% of gross pay contributed by the employee.

35.05 Employees may make additional voluntary contributions to the GRRSP by way of payroll

deduction, but the Employer will not match these contributions.

ARTICLE 36 – PROTECTIVE CLOTHING

36.01 The Employer agrees that employees are allowed to determine their own work clothing provided such work clothing is purchased from a company that sells nurses clothing and is, in the opinion of the Employer, appropriate for the workplace.

36.02 The Employer agrees to the following provisions regarding uniform and footwear:

- (i) The Employer will pay fifty percent (50%) of the cost of t-shirts and scrubs displaying the Gillis Lodge logo.

ARTICLE 37 - TERM OF AGREEMENT

37.01 This Agreement shall be in effect from March 13, 2012 to April 30, 2015. This Agreement shall be automatically renewed from year to year thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party at least sixty (60) calendar days prior to the expiration of the Agreement that it desires to amend its provisions.

37.02 Where notice pursuant to Article 37.01 is given, the provisions of this Agreement shall continue in force until a new Agreement is signed.

ARTICLE 38 – CASUAL EMPLOYEE BENEFITS

38.01 Only the provisions listed below shall apply to casual employees:

- Article 1 – Purpose of Agreement – all
- Article 2 – Recognition – all
- Article 3 – Definitions – all
- Article 4 – Management Rights – all
- Article 5 – Employee Rights – all
- Article 6 – Union Security – all
- Article 7 – Information – all
- Article 8 – Hours of Work and Shift Work – 8.01, 8.04, 8.07, 8.08, 8.10, and 8.11 only

- Article 9 – Overtime – all except Article 9.03
- Article 10 – Rates of Pay – 10.01, 10.02, 10.04, 10.05, 10.06
- Article 11 – Probationary Period – all
- Article 12 – Temporary Positions – all
- Article 13 – Seniority – 13.01, 13.02, 13.03, 13.04, 13.06 and
C 13.05 Seniority shall be used in determining preference or priority for job opportunities, layoff and temporary positions between casual employees in the same classification series within the bargaining unit.
- Article 14 – Job Opportunities and Promotions

Applies in its entirety, except that seniority for casual employees in Article 14.04 is applied in accordance with Article 38.01 (C 13.05)
- Article 15 – Layoff and Recall –

15.01 Applies

15.02 – Seniority for the purposes of Article 15.01 shall be applied in accordance with Article 38.01 (C 13)
- Article 17 – Safety and Health – all
- Article 18 – Performance Reviews – all
- Article 19 – Injury on Duty

19.01 Applies

19.02 – Applies only if the casual employee is an eligible participant in the Group Registered Retirement Savings Plan and/or Group Benefit plans
- Article 21 - Vacations – 21.01(e), 21.02, 21.03, 21.04 only and the following:

C 21.01 Casual employees shall receive six percent (6%) of their regular wages on each pay cheques, in lieu of vacation pay and statutory holiday pay.

C 21.02 Casual employees may choose to receive such pay once annually in the first pay of June by notifying the Employer prior to May 15 of any year.

- Article 22 - Articles 22.08 and C 21.01, C 21.02.
- Article 23 – Sick Leave – 23.04, 23.05 only
- Article 24 – Special Leave – 24.07 – Applies only if the casual employee is scheduled to work the day of the funeral or wake.
- Article 25 – Discipline Procedures – all
- Article 26 – Discipline – all
- Article 27 – Grievance and Arbitration Procedure – all
- Article 28 - Correspondence – all
- Article 29 - Continuance of Operations – all
- Article 30 - Agreement Reopener – all
- Article 31 - Savings Clause – all
- Article 32 – Union-Management Committee – all
- Article 33 – Disabled Employee Accommodation – all
- Article 34 – Group Benefit Plan – 34.01, 34.04 and 34.05 only
- Article 35 - Group Registered Pension Plan – 35.01, 35.03, 35.04, 35.05 only
- Article 36 – Protective Clothing – all
- Article 37 - Term of Agreement – all

Dated at Charlottetown, in Queens County, Province of Prince Edward Island, this ____ day of _____, A.D. 2012.

DR. JOHN M. GILLIS MEMORIAL LODGE

PER: _____

PRINCE EDWARD ISLAND UNION OF PUBLIC
SECTOR EMPLOYEES

PER: _____

PER: _____

APPENDIX “A”

In accordance with Article 2.01, the parties mutually agree that the ordinary duties of the excluded Director/Supervisor/Manager positions outlined in Article 2.01 include duties, in the normal course of the carrying out work that would otherwise be recognized as bargaining unit work.

Notwithstanding the aforementioned it is understood and agreed that the Director/Supervisor/Managers can undertake to perform duties of employees in the bargaining unit provided the duties performed by Director/Supervisor/Managers do not result in a reduction in regular hours of work or layoff of members of the bargaining unit.

SCHEDULE "A" - Hourly Rates of Pay

		2012*	May 1, 2013	May 1, 2014
LPN	Prob. Rate	\$23.07	\$23.53	\$23.89
	After 560 Hours	\$23.07	\$23.53	\$23.89
	After 1300 Hours	\$23.07	\$23.53	\$23.89

RCW Certified/RCW	Prob. Rate	\$14.06	\$14.34	\$14.56
	After 560 Hours	\$15.09	\$15.39	\$15.62
	After 1300 Hours	\$16.12	\$16.44	\$16.69

RCA	Prob. Rate	\$11.23	\$11.45	\$11.62
	After 560 Hours	\$12.26	\$12.50	\$12.69
	After 1300 Hours	\$13.29	\$13.55	\$13.76

Dietary	Prob. Rate	\$12.98	\$13.24	\$13.44
	After 560 Hours	\$14.01	\$14.29	\$14.50
	After 1300 Hours	\$15.04	\$15.34	\$15.57

Housekeeping	Prob. Rate	\$12.98	\$13.24	\$13.44
	After 560 Hours	\$14.01	\$14.29	\$14.50
	After 1300 Hours	\$15.04	\$15.34	\$15.57

Laundry	Prob. Rate	\$12.98	\$13.24	\$13.44
	After 560 Hours	\$14.01	\$14.29	\$14.50
	After 1300 Hours	\$15.04	\$15.34	\$15.57

Maintenance	Prob. Rate	\$12.98	\$13.24	\$13.44
	After 560 Hours	\$14.01	\$14.29	\$14.50
	After 1300 Hours	\$15.04	\$15.34	\$15.57

*2012 wage increases commence on the date of signing of the Collective Agreement.

ATTACHMENT 1 TO SCHEDULE "A"

LUMP SUM PAYMENT

In lieu of a wage adjustment for 2011, a lump sum payment shall be paid to all employees of Gillis Lodge employed as of December 31, 2011 being:

The lump sum payment will be calculated based on the employee's regular earnings (regular hours worked multiplied by the current hourly rate of pay) multiplied by three percent (3%). This amount will be paid within thirty (30) days of the signing of the collective agreement. Statutory deductions only will be made.

SCHEDULE "B"

PRORATING OF EMPLOYER BENEFITS

Employees Working 8.5 Hours Shifts		
Shift		Statutory Holidays
10/10		8 x 8 = 64
9/10		57.5
8/10		51
7/10		45
6/10		38.5

Employees Working 6.5 Hours Shifts		
Shift		Statutory Holidays
10/10		8 x 6 = 48
9/10		43
8/10		38.5
7/10		33.5
6/10		29

Employees Working 11.5 Hours Shifts		
Shift		Statutory Holidays
7/7		8 x 11 = 88
6/7		75.5
5/7		63
4/7		50.5