

COLLECTIVE AGREEMENT

between

PEI FAMILY VIOLENCE PREVENTION
SERVICES INC.

and

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 942

APRIL 1, 2023 - MARCH 31, 2026

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ARTICLE 1 - PREAMBLE

- 1.1 Both parties to this agreement share the following objectives:
- (a) To maintain a high standard of service for abused **individuals** and their dependent children, and to promote the social, economic, legal and political conditions necessary to alleviate and eliminate the subjugation of **individuals** and violence against them;
 - (b) To improve the economic conditions of **affected individuals** as workers and in their retirement years, and to transform traditional hierarchical decision-making structures of power and control into participatory and democratic work places;
 - (c) To encourage and promote co-operation and mutual support between the employees, the Employer and **individuals** as consumers and supporters of the movement to end violence against women, recognizing that we all have in this matter essentially the same interests.
- 1.2 It is the purpose of both parties to this Agreement:
- (a) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
 - (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and services;
 - (c) To encourage efficiency in operation;
 - (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 - APPLICATION OF AGREEMENT

- 2.1 This Agreement applies to and is binding upon the Employer and its delegates and agents and the International Union of Operating Engineers Local 942.

ARTICLE 3 - DEFINITIONS

- 3.1 "Bargaining Unit" means all employees employed in classifications listed in Appendix "A" of this Agreement **and in such other classifications that are subsequently added by agreement.**
- 3.2 "Casual Employee" means an employee who is employed to work on a day-to-day basis as required. Casual employees are not considered as filling permanent or temporary positions.
- 3.3 "Classification" means the position a person holds, as listed in Appendix "A" of this Agreement.

- 3.4 "Common-law spouse", as referred to in articles of this collective agreement, means a person who lives with another person as a couple for a period of one year or more. This includes same-sex couples.
- 3.5 "Employee" means any person in the bargaining unit who is employed by the Employer for remuneration.
- 3.6 "Employer" means PEI Family Violence Prevention Services Inc.
- 3.7 "Permanent Full-Time Employee" means an employee who works a normal schedule of hours as listed in Article 19 and who has completed the probationary period. The Permanent Full-Time Employee is entitled to all regular benefits of employment with the PEI Family Violence Prevention Services Inc.
- 3.8 "Permanent Part-Time Employee" is an employee who works less than the fully prescribed hours of work on a recurring and regularly scheduled basis and who has completed the probationary period. The Permanent Part-Time Employee is entitled to all benefits of this Agreement on a pro-rata basis.
- 3.9 "Probationary Employee" means an employee as defined in Article 3.7 and 3.8, who has not completed the probationary period.
- 3.10 "Promotion" means an appointment by the Employer of an employee from one classification to another classification for which the employee gains greater satisfaction.
- 3.11 "Seniority" is the length of unbroken service from the last date of hire for a permanent employee and prorated for a permanent part-time employee and includes service prior to certification. Seniority shall operate on an Employer-wide basis.
- 3.12 "Shift" means the normal consecutive working hours scheduled for each employee which occur in any 24-hour period.
- 3.13 "Shift Schedule" means a written statement setting forth the days and hours upon which the employees are required to work.
- 3.14 "Temporary Employee" means a person who is employed to work for a specified period of time to fill a position which is vacant, due to the absence of a permanent employee through illness, accident, vacation or approved leave of absence. Any position occupied by a temporary employee shall be assumed by the holder of the permanent position on the employee's return to duty. If the position for which the temporary employee was hired becomes vacant, it shall be posted in accordance with Article 17 of this Agreement. The temporary employee shall have all rights and privileges of the collective agreement except seniority. Temporary employees are not considered as filling permanent positions. Should a temporary employee be hired in a permanent position without a break in the employee's temporary employment, seniority shall be retroactive to the date of hire in the temporary position.
- 3.15 "Week-end" shall mean Saturday and Sunday.
- 3.16 "Shall" is imperative and "may" is permissive.

- 3.17 Words in the singular include the plural and words in the plural include words in the singular.

ARTICLE 4 - PROBATIONARY PERIOD (PERMANENT AND PERMANENT PART-TIME)

- 4.1 "Probationary Period" shall be a period of four (4) months from the date of hiring in a permanent position. Upon completion of the probationary period, seniority shall be effective from the original date of employment. The probation period may be extended by an additional four (4) months, in which case the Employer shall provide written notice to the Union and Employee of the extension prior to the expiry of the original probation period.
- 4.2 During their probationary period, employees shall benefit from all of the provisions of this Collective Agreement, except in respect to discharge.

ARTICLE 5 - RECOGNITION

- 5.1 The Employer recognizes the International Union of Operating Engineers Local 942 as the sole and exclusive collective bargaining agent for all of its employees covered by the classifications in Appendix "A" of this Collective Agreement.
- 5.2 No employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer representatives which may conflict with the terms of this Collective Agreement.
- 5.3 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 which are mutually agreed upon by the parties.
- 5.4 The Employer agrees that work or services presently performed or hereafter assigned to the bargaining unit shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee in such a manner as to jeopardize the employment of a permanent employee.
- 5.5 Persons employed for a period of less than six (6) months:
- (a) as a summer student, whose position is one hundred percent (100%) funded by a federal or provincial summer student employment program;
 - (b) as part of an employment enhancement or job creation project in conjunction with Welfare Assistance;
 - (c) as part of an Employment Insurance job creation;
 - (d) or training program; or
 - (e) as a grant worker on a specific project the funding from which is received 100%

from government

shall not be considered part of the bargaining unit. The Employer shall advise the Union and obtain its consent on any occasion it intends to hire a person listed above.

ARTICLE 6 - CONTINUANCE OF OPERATION

- 6.1 The Union agrees that during the life of this Agreement, there shall be no strikes, suspension, slowdown of work or picketing.
- 6.2 The Employer agrees that there shall be no strike or lockout during the life of this Agreement.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.1 All the functions, rights, powers, and authority which are not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the Employer.

These rights include but are not limited to the following:

- (a) to maintain efficiency and to make, alter, enforce, rules and regulations to be observed by employees;
- (b) to direct, hire, promote, demote, transfer, suspend, discipline, or dismiss employees, and to assign employees to shifts;
- (c) to schedule holidays, evaluate jobs, classify positions, and specify the employee's duties, and;
- (d) to manage its operations in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, and to schedule the work and services to be provided and performed.
- (e) These rights shall not be exercised in a manner inconsistent with the expressed provision of this Agreement.

ARTICLE 8 - NO DISCRIMINATION

- 8.1 The Employer agrees that there shall be no discrimination, interferences, restriction, or coercion exercised or practiced with respect to any employees in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, gender, marital status or sexual orientation, place of residence, gender identity, gender expression, nor by reason of the employee's membership or activity in the Union.

- 8.2 The Employer will make all reasonable efforts to provide, and the Union and Employees will support, a workplace free from harassment or abuse, in accordance with the requirements of the *Occupational Health & Safety Act* and *Workplace Harassment Regulations*.

ARTICLE 9 - UNION SECURITY AND CHECK-OFF OF DUES

- 9.1 All employees of the Employer who are presently members of the Union shall continue to be members of the Union as condition of employment. All future employees of the Employer shall, as a condition of employment, become and remain members of the Union. The Employer shall deduct each month from the salary due every employee an amount equal to the established monthly dues of the Union. Such monthly dues may be deducted proportionately on a bi-weekly basis.
- 9.2 The sums deducted pursuant to this Article shall be remitted to the treasurer of the Union prior to the 15th of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of the treasurer and of the amount of monthly dues from time to time as changes occur. The Employer shall, within sixty (60) days of the signing of this Agreement, provide the Union with the list of those employees from whom deductions from their salary has been made. The monthly payment of deductions made shall be accompanied either by a full list of employees affected or a list giving additions and deletions.
- 9.3 The Union agrees to indemnify and save the Employer harmless from any liability or action out of the operation of this Article.
- 9.4 The Employer shall print the amount of Union dues paid in the previous year on each employee's Income Tax (T-4) slip.
- 9.5 Upon request, the Employer shall forward to the Union, each member's name, birth date, home address, status, job title, classification, and work location.
- 9.6 The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and the employee's immediate supervisor shall arrange to introduce the new employee to the employee's shop steward.
- 9.7 The Employer shall add to the dues remittance sheet, the name of any employee who has retired, resigned or is newly hired together with their current mailing address.

ARTICLE 10 - CORRESPONDENCE

- 10.1 All correspondence between the parties shall pass to and from the Executive Director or delegate and the Business Representative of the Union unless otherwise provided.

ARTICLE 11 - EMPLOYER-EMPLOYEE CONSULTATION COMMITTEE

11.1 An Employer-Employee Consultation Committee shall be established consisting of one (1) representative from the Union and one (1) representative from the Employer. The Committee shall enjoy the full support of both parties in the interest of improved service to the public, and job security for the employees.

11.2 Function of Employer-Employee Consultation Committee:

The Committee shall concern itself with the following general matters:

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employee.
- (b) Improving and extending services to the public.
- (c) Promoting safety and sanitary practices.
- (d) Reviewing suggestions from employees, questions of working conditions and services (but not grievances concerned with service).
- (e) Correcting conditions causing grievances and misunderstandings.

11.3 Minutes of Meetings:

Minutes of each meeting of the Committee shall be prepared as promptly as possible after the close of the meeting and approved at the following meeting.

11.4 Jurisdiction of Committee:

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

11.5 Board of Directors:

The Employer agrees to allocate one permanent seat on the Board of Directors for employee representatives who will be selected by the members of the bargaining unit. They will have the same rights and responsibilities as any other member of the Board of Directors. Employee representatives will be compensated for time spent attending Board meetings only if scheduled during their work hours. To avoid conflicts of interest, the employee representative shall be excused from all confidential discussions pertaining to labour relations (ie: discipline, lay-offs, contract negotiations, etc.)

ARTICLE 12 - EMPLOYER-EMPLOYEE BARGAINING COMMITTEE

- 12.1 The Union's Bargaining Committee shall be appointed by the Union and consist of not more than two (2) members, excluding representatives of the Union. The Union shall notify the Employer of its members.
- 12.2 Employees designated pursuant to Article 12.1 shall have the right to attend all bargaining meetings with the Employer. The Employer and the Union agree to schedule negotiations during the off duty hours of the employee representatives. In the event that negotiations are scheduled during an employee representative's work hours, the employee shall suffer no loss of remuneration or benefits.
- 12.3 The Union shall have the right, at any time, to have the assistance of representatives of the Union when dealing or negotiating with the Employer. Such representatives shall have management-escorted access to the Employer's premises during regular office hours in order to investigate and assist in the settlement of a grievance.
- 12.4 Meetings of Committee:
- In the event either party wishes to call a bargaining meeting, the meeting shall be held not later than fourteen (14) calendar days after the request has been given unless the parties agree otherwise.
- 12.5 The Employer shall make available to the Union, on request, information required by the Union, such as job descriptions, positions in the bargaining unit, job classifications and wage rates.

ARTICLE 13 - GRIEVANCE PROCEDURE

- 13.1 For the purposes of this Agreement, "grievance" shall be defined as any dispute arising out of interpretation, application, administration, or alleged violation of the Collective Agreement or any case where the Employer or employee has allegedly acted in an unjust or unfair manner.
- 13.2 Both parties recognize the benefit of dealing with such disputes as quickly as possible and shall make an earnest effort to settle such disputes promptly and fairly in the following manner:
- Step I:
Within seven (7) calendar days of the known grievance, the aggrieved employee shall submit the grievance in writing to the Executive Director. The Executive Director shall have a maximum of seven (7) calendar days to render the 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.
- 13.3 The Employer shall not hinder or restrict the grievor or the representative in any manner which shall impede their investigation or processing of a grievance. No member of the

Union shall abuse such rights. **For clarity, the union representative shall be permitted to accompany grievors at any and all grievance meetings during working hour without loss of pay or benefits.**

- 13.4 The Union or the Employer may institute a grievance.
- 13.5 Replies to grievances, stating reasons, shall be in writing at all stages.
- 13.6 The Employer shall provide the necessary facilities for all grievance meetings.
- 13.7 If either party fails to file a grievance or process it to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration provided the grievance was processed within a reasonable period of time.
- 13.8 No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

ARTICLE 14 - ARBITRATION

14.1 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 arbitrators shall then meet to select an impartial chairperson.

14.2 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 within seven (7) working days of their appointment, the appointment shall be made by the Minister responsible for Labour upon request of either party.

14.3 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) days from the date of the last arbitration hearing. Provided the parties do not object, the Chairperson or the Board shall have full authority to attempt to mediate a settlement between the parties at any point in the process, and the parties agree that the Chairperson or the Board shall not lose jurisdiction for any such attempts.

14.4 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.

14.5 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 at the convenience of the Chairperson.

14.6 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.

14.7 Notwithstanding Article 13.7, the time limits fixed in both the grievance and arbitration procedure may be extended beyond what may be considered a reasonable period of time, by consent of the parties.

14.8 Upon mutual agreement of the parties, a single arbitrator may be used in lieu of an arbitration board. All the provisions of Article 14 shall apply.

14.9 The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process as outlined in the Memorandum of Agreement signed between the parties. The Panel shall not have the authority to change this agreement or alter, modify or amend any of its provisions.

14.10 An employee shall not suffer any loss of pay or benefits for time in attendance at an arbitration hearing where the employee is the grievor, **a union steward, and/or witness providing testimony for any party in the arbitration hearing.**

ARTICLE 15 - DISCHARGE, SUSPENSION, AND DISCIPLINE

15.1 Discharge Procedure:

An employee who has completed the probationary period may be dismissed, but only for just cause, and only upon the authority of the Employer. When an employee is to be discharged or suspended, the employee shall be given the reason in the presence of the employee's shop steward, unit representative or the employee's designate. Such employee and the Union shall be advised within ten (10) calendar days in writing by the Employer of the reason for such discharge or suspension.

15.2 Unjust Suspension or Discharge:

An employee who has been unjustly suspended or discharged shall be immediately reinstated in the employee's former position without loss of seniority. The employee shall be compensated for all time lost in an amount equal to the employee's normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board. Any monies earned by the employee during a period of suspension or discharge shall not be deducted from any award made under this Article.

15.3 Adverse Report:

- (a) The Employer shall notify an employee in writing of any expression of dissatisfaction concerning the employee's work within fifteen (15) work days of the event of the complaint, with a copy to the Union. In the event the employee is not scheduled to work on the 15th day, the time limit shall be extended to the employee's next regular scheduled weekday shift. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the employee's work record for use against the employee at any time. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record. The record of an employee shall not be used against the employee at any time after twelve (12) months following the serving of a suspension or disciplinary action, including letters of reprimand or any adverse reports.
- (b) The process in (a) is generally not required if the Employer is speaking with an Employee regarding work issues, providing coaching, setting expectations or conducting performance appraisals, unless it relates to a specific complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to the employee's work.

15.4 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to an immediate hearing under Article 14 and shall not be obliged to follow Step I.

15.5 An employee has the right, after making an appointment and during regular working hours, to consult their personnel file.

15.6 When an employee is requested to meet with the supervisor on a matter that will probably lead to discipline of the employee, the supervisor shall inform the employee of the right to have a Union representative present. In the event that, in the course of a non-disciplinary meeting, the supervisor obtains information that may result in discipline, the supervisor shall inform the employee immediately of the right to have a Union representative present. The Employer shall permit a union representative to accompany said employees during working hours without loss of pay to benefits.

ARTICLE 16 - SENIORITY

16.1 Seniority List:

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

16.2 Casual Seniority List:

The Employer shall maintain a list for casual employees showing the date upon which each employee's service commenced and the total number of hours worked since the service commencement date. An up-to-date list shall be sent to the Union and posted on all bulletin boards in January of each year at the same time as the Seniority List outlined in article 16.1.

16.3 Retention, Accumulation and Loss of Seniority:

Seniority rights shall be retained and accumulated when an employee is absent from work because of sickness, accident, or leave of absence with pay approved by the Employer. An employee laid off for up to twelve (12) consecutive months shall retain but not accumulate seniority. An employee shall lose their seniority in the event:

- (a) the employee is discharged for just cause and is not reinstated;
- (b) the employee resigns;
- (c) the employee is suspended for just cause, in which event the loss of seniority shall be for the period of suspension;
- (d) the employee is laid off for a period longer than twelve (12) consecutive months;
- (e) having been laid off the employee fails to return to work within two (2) weeks of recall; or
- (f) the employee is excluded from the bargaining unit for a period longer than twelve (12) consecutive months pursuant to Article 16.3.

16.4 Transfer and Seniority Outside Bargaining Unit:

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. If such an employee returns to the bargaining unit within twelve (12) months, the employee shall be placed in a job consistent with the employee's seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

16.5 When an employee has been granted leave of absence with pay, the seniority of such employee shall be retained and accumulated and any benefits measured by length of service shall accumulate during such paid leave of absence.

- 16.6 When an employee has been granted leave of absence without pay, the employee shall retain their seniority but shall not continue to accumulate seniority.

ARTICLE 17 - PROMOTIONS AND STAFF CHANGES

17.1 Job Postings:

When any vacancy occurs or a new position is created within the bargaining unit, the Employer shall immediately post notice of the position on bulletin boards for a minimum of seven (7) days excluding statutory holidays. A copy of all postings shall be forwarded to the Union on the day of the posting.

17.2 Information on Postings:

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, the number of hours of work, wage or salary rate or range. Such qualifications shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

- 17.3 Employment opportunities within Anderson House are restricted to female/**female identifying** employees/candidates only.

17.4 No Outside Advertising:

No outside advertising for any vacancy shall be placed nor shall any outside applicant be considered for a vacancy until the applications of present employees have been fully processed. When advertising outside, all advertisements shall state that such position is unionized and that wages and benefits are as the Collective Agreement of the International Union of Operating Engineers Local 942. This does not prevent the Employer from receiving and retaining on file unsolicited applications from outside the bargaining unit.

- 17.5 Within seven (7) calendar days of the date of appointment to a vacant or newly created position, the name of the successful applicant shall be posted on the bulletin board for a minimum of seven (7) calendar days excluding statutory holidays. Unsuccessful applicants are to be notified immediately.

17.6 Role of Seniority in Promotion and Transfers:

Both parties recognize:

- (a) the principle of promotion within the service of the Employer; and
- (b) that job opportunities should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointments shall be awarded to the applicant with the greatest seniority and having the required qualifications and ability. Where none of the applicants are qualified permanent employees, primary consideration shall be given to qualifications and ability to perform

the required duties. When qualifications and ability are equal, the number of paid hours service with the Employer shall govern.

17.7 The employee shall be paid at the employee's classification rate during the orientation sessions.

17.8 Trial Period:

In the event the successful applicant is an existing permanent employee, the employee shall be placed on trial in the new classification for a period of three hundred (300) working hours. This trial period may be extended by written agreement of both parties. Conditional on satisfactory service, the employee shall be declared permanent after the period of three hundred (300) working hours. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new classification, the employee shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to the employee's former position wage or salary rate without loss of seniority.

17.9 If a vacancy exists, a permanent full-time employee or a permanent part-time employee who has completed the probationary period, may apply for the position and shall be given preference over casual employees in accordance with this article provided the permanent employee has the required qualifications and ability. If the permanent position is within the same classification, no further trial period shall be required.

17.10 Promotions Requiring Higher Qualifications:

Where no members of the bargaining unit have the qualifications and ability for the position, consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualifications prior to filling of the vacancy. Such employee will be given a trial period to qualify within a reasonable length of time and to revert to the employee's former position if the required qualifications are not met within such time.

17.11 Pay During Up-grading:

Where an employee is required or requested to attend an Employer approved training course and such request comes from the Employer, such employee will suffer no loss of remuneration or benefits while on such training course.

ARTICLE 18 - LAY-OFFS AND REHIRING

18.1 Lay-off shall mean:

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

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

- 18.2 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority, provided the employees retained have the qualifications and ability to do the work. Employees shall be recalled in the order of their seniority providing they are qualified and able to do the work.
- 18.3 No new applicant will be hired until those laid off have been given an opportunity for re-employment in positions for which qualified.
- 18.4 An employee who has received notification of lay-off may:
- (a) displace (bump) an employee with less seniority in the same or lower paid classification, provided the employee is qualified and able to do the work. The employee shall notify the Employer and the Union of the decision to do so within seven (7) calendar days of the lay-off notice; or
 - (b) accept lay-off with recall rights.
- 18.5 Employees who are to be laid off shall be notified at least two (2) weeks in advance of lay-off.
- 18.6 When an employee bumps into a position with the lower maximum rate of pay, the employee shall continue to receive pay at the employee's rate of pay in effect at the time until such time as the maximum rate of pay for the employee's new position exceeds the employee's rate of pay in effect at the time of the bumping.
- 18.7 (a) Recall rights shall exist for a period of twelve (12) consecutive months and shall lapse if the lay-off lasts more than twelve (12) consecutive months.
- (b) Employees who are recalled for temporary periods of work shall not require a notice of lay-off when the recall is for a specific period and the lay-off date is pre-determined and announced at the time of the recall.
- (c) Employees who are recalled for temporary periods of work and are subsequently laid-off shall have their recall rights renewed for a period of twelve (12) consecutive months.
- 18.8 Employees on lay-off are entitled to apply for any job vacancies arising out of job postings.

ARTICLE 19 - HOURS OF WORK

- 19.1 Each permanent full-time employee shall work thirty-seven and one half (37.5) hours per week averaged over a four (4) week period.
- 19.2 (a) Each eight (8) hour scheduled shift shall constitute seven and one-half (7.5) hours of paid employment and a one-half ($\frac{1}{2}$) hour unpaid break. The number of paid hours and the length of the unpaid break shall be adjusted on a pro-rata basis for shifts of a longer duration; however, employees shall not normally work

in excess of twelve (12) hours per shift. Employees who are required to work their break period shall be paid overtime for the break.

- (b) Each twelve (12) hour scheduled shift at the Shelter, shall constitute twelve (12) hours of paid employment with no unpaid break.
- 19.3 Each employee shall receive two (2) consecutive days off in each week unless otherwise agreed.
- 19.4 No employee shall be required to work more than seven (7) consecutive day shifts or more than seven (7) consecutive evening or night shifts without days off.
- 19.5 Permanent employees, excluding shelter workers, shall receive at least two (2) weekends off out of every four (4). Employees shall not work more than two (2) consecutive weekends without a weekend off, unless otherwise mutually agreed.
- 19.6 Each permanent shelter worker shall receive at least one (1) weekend off out of every four (4). Shelter workers shall not work more than three (3) consecutive weekends without a weekend off, unless otherwise mutually agreed.
- 19.7 There shall be at least:
 - (a) twelve (12) hours off between each eleven and one quarter (11.25) or twelve (12) hour shift; and
 - (b) sixteen (16) hours off between each seven and one half (7.5) hour shift.
- 19.8 Shift schedules, including starting and stopping times, shall be posted in the appropriate department at least two (2) weeks in advance. The employee concerned shall be notified at least twenty-four (24) hours in advance if a change is made in the schedule, including starting and stopping times. If a permanent employee does not receive at least twenty-four (24) hours notice in advance, the permanent employee shall be compensated for all hours worked that permanent employee would normally have had off at the overtime rate. If a change in the schedule results in a permanent employee working on a day the permanent employee had scheduled off, the employee shall have the day off rescheduled at an alternate day.
- 19.9 An employee shall not be required to work a double shift without the employee's consent. All hours worked on the second shift shall be at the overtime rate.
- 19.10 Employees may exchange their days off with the consent of the House Manager.
- 19.11 There shall be no split shifts unless mutually agreed between the employee and the Employer.
- 19.12 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.
- 19.13 In the event the Employer considers a change in the current shift model the parties shall establish a joint committee comprised of equal representation of management

and members of the bargaining unit to study and make recommendations with respect to shift schedules. The Employer agrees not to change the current shift schedule without full consultation with the Union. In the event of a change, the employee would be given at least one (1) months' notice prior to implementation.

- 19.14 Casual employees who are called in to work, shall work and receive pay for a minimum of three (3) hours, except when casual employees are called in to attend a staff meeting or to replace permanent employees during a shift when the replacement hours are offered at least 24 hours in advance, at which times casual employees shall work and receive pay for a minimum of two (2) hours.
- 19.15 The employer agrees that it is desirable for casuals to attend staff meetings. They shall be paid for those staff meetings that they choose or are required to attend.
- 19.16 Where the Employer agrees that a conflict or a perceived conflict exists between a Shelter Worker and a resident or a member of the resident's family, the Shelter Worker shall have their shifts(s) rescheduled to a mutually agreeable date(s) without loss of pay or benefits.

ARTICLE 20 - OVERTIME

- 20.1 An employee who works in excess of the normal weekly hours of work of thirty-seven and one half (37.5) hours averaged over a four (4) week period, or the employee's normal shift, shall be eligible for overtime at time and one-half except where the overtime results from the operation of Article 29.3, in which case straight time shall apply.
- 20.2 Time spent in attendance at meetings, training sessions or any other approved activities shall be considered as time worked at straight time and shall be offset against the Shelter Worker's hours owing (3 hours paid bi-weekly, but not yet worked).
- 20.3 Compensation for overtime shall be granted in the form of time off.
- 20.4 Overtime must be authorized by the House Manager or Executive Director.
- 20.5 Compensation for overtime worked shall not be claimed or received for a period of extra duty of less than fifteen (15) minutes at the end of a shift sufficient to provide a reasonable overlap between shifts. Where overtime in excess of such a period is worked, the compensation for overtime shall be calculated from the beginning of such period.
- 20.6 Overtime beyond the limits of Article 20.5 above, shall be calculated to the nearest half-hour.
- 20.7 Overtime shall apply to all employees called back to work on scheduled days off or vacation.
- 20.8 An employee who is required to operate their own motor vehicle in the performance of the employee's duties is eligible to claim reimbursement at the monthly provincial government per kilometer rate.

- 20.9 In circumstances where an employee has been requested by the Employer to attend/travel on PEI Family Violence Prevention Services Inc. business, i.e. public education meeting, outside of the employee's usual working hours, the Employer will reimburse the employee for child care expenses up to a maximum of twenty (\$20) dollars per meeting.
- 20.10 The Employer will continue its current practice of providing cell phones to Outreach Workers and the Team Lead/Children Services Coordinator. Employees may be required to cost share the cost associated with the addition of a data plan to offset the personal use of the phone. Employees shall pay the full cost for any additional features they choose to add to the basic plan (e.g. texting, voicemail, call display, etc).

ARTICLE 21 - VACATIONS

- 21.1 (a) Employees who have completed less than one (1) year continuous service shall earn vacation entitlement at the rate of 9.375 hours per month of service;
- (b) Employees who have completed one (1) year of continuous service to five (5) years of continuous service shall earn vacation entitlement at the rate of 9.375 hours per month of service;
- (c) Employees who have completed five (5) years of continuous service shall earn vacation entitlement at the rate of 12.5 hours per month of service;
- (d) Employees who have completed fifteen (15) years of continuous service shall earn vacation entitlement at the rate of 15.625 hours per month of service.
- (e) Employees who have completed twenty-five (25) years of continuous service, shall earn vacation entitlement at the rate of 18.75 hours per month of service.

Vacation must be taken within the year that it is earned; however, employees may carry over a maximum of five (5) vacation days to the next year.

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

- 21.2 An employee whose employment is terminated for any reason shall be paid with the final pay an amount equivalent to any vacation which may have accrued to the employee's benefit in accordance with Article 21.1 above.
- 21.3 Employees proceeding on vacation may make application for any pay(s) which would fall on pay days occurring during that vacation and receive the same in advance. Such application must be received one whole pay period prior to the pay period immediately preceding the date of commencement of vacation.
- 21.4 Employees shall be given their choice of vacation periods on a "first come, first served" basis.
- 21.5 Shelter Workers shall have the right to have any vacation in excess of two (2) weeks

per year paid out upon request. The Employer shall pay out unused vacation time within four (4) weeks of the employee's request.

ARTICLE 22 - HOLIDAYS

22.1 All permanent employees shall receive one day paid leave (7.5 hours) for each of the following holidays each year:

Victoria Day	Boxing Day
Canada Day	New Years Day
Labour Day	Good Friday
Thanksgiving Day	Easter Monday
Remembrance Day	Floating Holiday
Christmas Day	Islander Day
Truth and Reconciliation Day	

Any additional day proclaimed under the Employment Standards Act

The "Floating Holiday" shall be granted upon request of the permanent full- time or permanent part-time employees on a day mutually agreed. Such request shall not unreasonably be denied.

22.2 A permanent employee who is scheduled to work, and works, on a holiday, shall receive pay at time and one half for all hours worked and shall have the one day paid leave rescheduled within thirty (30) calendar days.

22.3 Casual employees who work on a holiday shall receive pay at time and one half for all hours worked but will not have a one day paid leave rescheduled.

22.4 A permanent or casual employee who works on Christmas Day shall receive pay at double time for all hours worked. The permanent employee shall also have the one day paid leave rescheduled within thirty (30) calendar days.

ARTICLE 23 - SICK LEAVE

23.1 Sick leave is leave due to personal illness or injury. Leave requests under these categories shall be applied against accumulated sick leave credits. For any reported illness in excess of three consecutive working days, the employee may be required to submit proof of illness. If proof of illness is not submitted when requested, the time absent from work will be deducted from the employee's salary. In cases of an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of sickness.

23.2 Permanent full-time employees shall accumulate sick leave credits at a rate of nine point three seven five (9.375) hours for each calendar month of continuous service up to a maximum of two hundred and twenty-five (225) work hours.

23.3 Permanent part-time employees shall receive sick leave credits on a proportionate basis to time worked, up to a maximum of two hundred and twenty-five (225) work

hours sick leave credits.

- 23.4 Permanent employees with the maximum accumulation of sick leave shall continue to earn credits during the current fiscal year (April 1 to March 31) at the regular accumulation rate. Such credits may be used for any illness or injury occurring in the current fiscal year. Any surplus over the maximum accumulation shall be eliminated at the end of each fiscal year.
- 23.5 Permanent employees may be provided with advance of sick leave credits up to a maximum of thirty-seven and one half (37.5) hours to cover periods for which they do not have sick leave accumulation. Sick leave credit advancements must be accumulated back prior to further advancement of sick leave credits.
- 23.6 Up to a maximum of thirty-seven and one half (37.5) hours of accumulated or advanced sick leave credits may be used within a fiscal year by permanent employees to provide care for an immediate family member. Immediate family is defined by the employee and family can be whomever the employee deems the person(s) to be.
- 23.7 Each permanent full-time employee who works Monday to Friday, shall be allowed 2.0 hours or necessary portion thereof, when required to attend a medical or dental appointment (including consultations, treatments or procedures) for the employee themselves, their spouse or children. Proof of this visit shall be provided on request. This is to be granted as the need arises and not to exceed fifteen (15) hours per year. The employee shall be paid at the employee's regular rate of pay without deduction from sick leave. Employees shall use reasonable efforts to schedule appointments during off duty hours or, otherwise, at the beginning or end of their shift.
- 23.8 Permanent employees whose employment is terminated for any reason other than lay-off, death or permanent disability and who have not repaid all advanced sick leave credits granted shall reimburse PEI Family Violence Prevention Services Inc. in the amount equal to the benefits granted.
- 23.9 Employees whose employment is terminated are not entitled to cash reimbursement on the unused sick leave credits.
- 23.10 If a permanent employee, who terminates employment or whose employment is terminated is rehired within three (3) consecutive months, the employee shall, upon re-employment, be credited with all sick leave that had accumulated at the time of termination up to a maximum of two hundred and twenty-five (225) work hours.
- 23.11 If a permanent employee experiences unusual job stress due to the period of extraordinary work demands, application for "special leave of absence with pay" may be made to the immediate supervisor. A maximum of twenty-two and one half (22.5) hours special leave of absence with pay may be granted within a fiscal year. Those working twelve hour shifts at the Shelter, shall be granted up to twenty- four (24) hours. This is sick leave.
- 23.12 Abuse of sick leave may result in disciplinary action.
- 23.13 For the purpose of computing sick leave accumulation, all approved leave with pay shall be counted as working days.

- 23.14 When a holiday under Article 22 occurs while an employee is on paid sick leave, no deduction from the accumulated sick leave credits shall be made for that day.
- 23.15 When an illness is caused due to the use of alcohol or other drugs and where the employee concerned voluntarily selects or is directed to undertake a full treatment and rehabilitation program, the employee will be granted sick leave with pay in accordance with the Agreement.
- 23.16 An employee hospitalized or confined to the employee's residence on doctor's orders during the employee's vacation period shall qualify for use of sick leave credits upon proof of a doctor's certificate and provided the illness is reported to the Employer at the time it occurs. The employee shall have their vacation days rescheduled at a later date.

ARTICLE 24 - LEAVE OF ABSENCE

- 24.1 An employee shall not suffer any loss of pay or benefits for time in attendance at an arbitration hearing where the employee is the grievor.
- 24.2 Provided the Employer receives forty-eight (48) hours written notice, leave of absence with pay and without loss of seniority shall be granted to any employee(s) elected or appointed to represent the Union at Union conventions or to attend Executive or Committee meetings of the Union, its affiliated or chartered bodies; and the Union shall reimburse the Employer for receipt of such pay.
- 24.3 Provided the Employer receives forty-eight (48) hours written notice, leave of absence with pay and without loss of seniority shall be granted to any employee(s) elected or appointed at the local level to represent the Union at Labour Schools or Seminars and the Union shall reimburse the Employer for receipt of such pay.
- 24.4 Any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay but without loss of seniority by the Employer for a period of up to one (1) year. Such leave shall be renewed each year, on request, during the employee's term of office.
- 24.5 When the employee wishes to return to their job, the employee shall give the Employer an advance notice of at least fifteen (15) days. The employee shall be reinstated in employment on termination of the employee's term of office, in such occupation and position and under conditions not less favourable to the employee than those that would have been applicable to the employee had the employee remained in the employment of the Employer; and the employee's length of such term of office shall be included in computing the length of the employee's continuous service with the Employer.
- 24.6 When an employee has been granted leave of absence without pay, the employee's seniority is retained but not accumulated. The employee does not accumulate vacation, sick leave, or statutory holidays, or similar benefits.
- 24.7 Each individual employee will not be required to secure the employee's own

replacement for such leave.

- 24.8 Staff who are subpoenaed to appear in court as a direct result of their employment with PEI Family Violence Prevention Services Inc. shall be entitled to their regular pay and should such appearance be required on a scheduled day off, the employee shall also be entitled to an alternate day off.
- 24.9 At the request of an Employee, the Employer shall grant an employee with leave(s) of absence of up to three (3) days with pay, in total, during a twelve month period, taken at the Employee's discretion, for reasons related to domestic violence, intimate partner violence or sexual violence. This leave may be taken for one of the following purposes:
- (1) to seek medical attention for a victim with respect to a physical or psychological injury or disability caused by domestic violence, intimate partner violence or sexual violence;
 - (2) to obtain services from a victim services organization;
 - (3) to obtain psychological or other professional counselling for a matter related to or arising from domestic violence, intimate partner violence or sexual violence;
 - (4) to relocate temporarily or permanently for a reason related to or arising from domestic violence, intimate partner violence or sexual violence; or
 - (5) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, intimate partner violence or sexual violence.
- 24.10 Leave of absence with pay or without pay for reasons other than those above may be granted after application to the Executive Director.

ARTICLE 25 - EDUCATIONAL LEAVE, IN-SERVICE EDUCATION

- 25.1 The Employer recognizes the desirability of encouraging education, staff development and training and may grant leave of absence for such purposes, as approved by the Executive Director. Appropriate training opportunities will be arranged where possible to meet needs subject to financial limitations
- 25.2 Employees authorized by the Employer to attend professional or technical meetings, workshops, conferences, in-service training sessions, educational institution courses or on-site observation in similar facilities, shall be granted leave of absence with pay.
- 25.3 When an employee is required or requested to up-grade through an employer approved training course and such request comes from the employer, it shall pay for the employee's enrolment and course materials.

ARTICLE 26 - MATERNITY AND PARENTAL LEAVE

- 26.1 The Employer shall not terminate the employment of an employee because of the employee's pregnancy, but the Employer, before or after the period referred to in 26.2, may require the employee to commence leave without pay at a time when the duties of the employee's position cannot reasonably be performed by a pregnant individual or the performance of the employee's work is materially affected by the pregnancy.
- 26.2 Upon request, the Employer shall grant to a pregnant employee a leave of absence without pay to a maximum of one (1) year either commencing during the employee's pregnancy or after birth.
- 26.3 An employee shall not work and the Employer shall not permit the employee to work for at least seven (7) weeks after the date of delivery or a shorter period that, in the opinion of a legally qualified medical practitioner, is sufficient.
- 26.4 Where an employee reports for work upon the expiration of the period referred to in Article 26.2, the employee shall be reinstated in the employee's former position if it is still in existence. If the employee's position no longer exists, the employee shall be reinstated in a staff position at the same level as previous to the employee's leave.
- 26.5 Sick leave will not be granted for pregnancy. Leave for such condition shall be considered maternity leave and shall be leave without pay.
- 26.6 Sick leave is available for a pregnancy related illness or ailment (ie: Hypertension) but not for pregnancy in and of itself.
- 26.7 Not later than the 20th week of the employee's pregnancy, the employee shall inform the Employer in writing of the anticipated delivery date.
- 26.8 An employee upon request, shall be granted a maximum of twenty-two and one half (22.5) hours leave with pay on the occasion of the birth or adoption of the employee's spouse's or common law spouse's child.
- 26.9 An employee who:
- (a) becomes the natural parent of a child; or
 - (b) adopts or obtains legal guardianship of a child under the law of the Province; and,
 - (c) submits to the Employer an application for parental leave at least four weeks in advance and in the case of adoption, upon being notified of the placement, shall be granted parental leave without pay for a period of up to one (1) year.
- 26.10 While on maternity, parental or adoption leave, an employee shall continue to accumulate seniority rights under this Collective Agreement.
- 26.11 Maternity, Adoption or Paternal Leave

The parties agree that Supplements to Employment Insurance (EI) Maternity Benefits will be provided to employees who commence maternity leave on or after the signing date of this agreement. The Supplements to EI will be provided as follows:

- (a) A permanent employee who provides the Employer with proof that the employee has applied for and is eligible to receive maternity benefits under the provisions of the Employment Insurance Act shall be paid an allowance for fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the employee is eligible to receive and seventy-five percent (75%) of the employee's weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (b) The weekly rate of pay for a part-time employee will be the average weekly salary earned in the twenty (20) week period prior to commencement of the EI claim.

ARTICLE 27 - COMPASSIONATE LEAVE

27.1 (a) i) An employee shall be granted up to thirty-seven and one half (37.5) work hours leave, provided the time is taken within seven (7) days of the death without loss of pay and benefits, in the case of the death of the following members of the employee's immediate family:

- spouse;
- common-law spouse;
- child;
- step-child;

Shelter Workers shall be granted up to 36 hours within seven (7) days of the death.

ii) An employee shall be granted up to twenty-two and one half (22.5) work hours leave, provided the time is taken within five (5) days of the death, excluding days off, without loss of pay and benefits, in the case of the death of the following members of the employee's immediate family:

- Parent;
- Sibling;
- step-brother or step-sister;
- mother-in-law;
- father-in-law;
- sister-in-law;
- brother-in-law;
- son-in-law;
- daughter-in-law;
- grandparent;
- grandchild;

- any other relative permanently residing with the employee; or
- close friend (this is limited to one {1} compassionate leave per year).

Shelter Workers shall be granted up to twenty four (24) hours within five days of the death.

- iii) Where the burial/memorial occurs outside of the Province, such leave including reasonable travelling time, may be extended up to an additional fifteen (15) hours.
- (b) Subject to 27.1(a), if an employee is on vacation leave at the time of bereavement, the employee shall be granted compassionate leave and be credited the appropriate number of hours to vacation leave. Employees may not substitute compassionate leave for regular days off.
 - (c) An Employee may reserve one (1) of the allotted days in the event the burial/memorial is postponed to a later date.
- 27.2 In the case of serious illness of a parent, wife, husband, common-law spouse, brother, sister, or child, compassionate leave of up to twenty-two and one half (22.5) work hours shall not be unreasonably withheld. Shelter Workers shall be granted up to 24 work hours.
- Where the illness occurs outside the Province, such leave, including reasonable travelling time, may be extended up to an additional 7.5 hours. Entitlement shall depend on the particular circumstances.
- 27.3 An employee shall be granted seven and one half (7.5) work hours compassionate leave without loss of salary or wages, to attend the funeral of an aunt, uncle, nephew or niece.
- 27.4 Up to four hours compassionate leave without loss of salary or wages shall be granted to attend a funeral as a pallbearer, flower bearer or reader.
- 27.5 Pet Bereavement Leave - An employee may be granted up to seven and one-half (7.5) hours or twelve (12) hours in the case of Shelter Workers on the death of a long-term family pet.

ARTICLE 28 - INJURED ON DUTY

- 28.1 All employees shall be covered by the *Workers' Compensation Act*.
- 28.2 The absence of an employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits. Employees off as a result of an injury covered by the *Workers' Compensation Act* shall not be eligible for sick leave.
- 28.3 An employee who is receiving temporary earnings loss benefits under the *Workers' Compensation Act*, shall continue to:

- (a) earn the benefits of Article 35;
- (b) accrue sick leave; and
- (c) accrue vacation

for a period of up to 6 months.

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

ARTICLE 29 - ADVERSE WEATHER CONDITIONS POLICY

29.1 All employees are expected to make a reasonable effort to attend work in the event of storm conditions. Time lost by an employee as a result of absence or lateness due to storm conditions or because an employee finds it necessary to leave prior to the end of the shift must be:

- (a) made up by the employee at a time agreed upon by the employee and the employee's immediate supervisor, or
- (b) charged to the employee's vacation, accumulated overtime, or holiday time or
- (c) otherwise deemed to be leave without pay.

29.2 All employees shall receive similar treatment. No discrimination is to be practiced regarding individual or personal situations, i.e., place of residence, family responsibilities, transportation problems or car pools. Employees who can anticipate individual or personal problems that may result in lateness, absence, or early leaving due to storm conditions and who do not wish to be granted leave without pay should set aside a portion of their annual vacation in order to accommodate this situation.

29.3 Subject to Article 29.2, reasonable lateness beyond the beginning of the employee's starting time shall not be subject to the provisions of 29.1 where lateness is justified by the employee being able to establish, to the satisfaction of the Employer, that every reasonable effort has been made by the employee to arrive at their workstation at the scheduled time.

29.4 An employee on duty may not leave Anderson House in the event of adverse weather conditions until a replacement staff has arrived.

29.5 Notwithstanding the foregoing, an employee who is prohibited from attending work as a result of a declared state of emergency, shall be granted a leave of absence with pay pursuant to Article 24.9 of the collective agreement. This provision shall be limited to the 24-hour period or portion thereof commencing at the start of the next shift immediately following the declared state of emergency.

ARTICLE 30 - TERMINATION OF EMPLOYMENT

- 30.1 For properly advanced planning, both parties mutually agree that the employee should attempt to give as much advance notice as possible in terminating employment. Two (2) weeks is recommended for all employees.

ARTICLE 31 - TEMPORARY ASSIGNMENTS

- 31.1 Extra pay for temporary assignments to a position of higher classification shall apply to all eligible employees who assume all or substantially all the responsibility of the higher rated position in excess of four (4) consecutive working days in the higher rated position; such pay to be retroactive to first day of assignment.
- 31.2 Eligible employees shall be placed in the first step of the new range except in cases where this rate is less than or equal to the employee's present salary. In such a case, the employee shall receive one step above the employee's present salary and be entitled to advance to the next step in the range on the anniversary date of the employee's employment.

ARTICLE 32 - PAYMENT OF WAGES AND ALLOWANCES

- 32.1 The Employer shall pay wages and salaries in accordance with Appendix "A": attached hereto and forming part of this Agreement.
- 32.2 Increment increases shall be payable to permanent full-time, part-time and casual employees on the first pay period after the completion of each nineteen hundred and fifty (1950) hours of work.
- 32.3 In the case of promotion to a position with a higher maximum salary, the salary to be paid to the employee shall be at least one increment higher than the position from which the employee was promoted.
- 32.4 Casual employees shall be paid a premium of 8% in lieu of statutory holidays and vacation.

ARTICLE 33 - PAYROLL PERIODS

- 33.1 Pay periods shall be bi-weekly. Pay days shall be every second Thursday.
- 33.2 When pay day falls on a holiday, pay day shall be the last banking day prior to the holiday.

ARTICLE 34 - HEALTH AND SAFETY

- 34.1 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment. Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer and used by the employee. It is mutually agreed that both the Employer and the Union shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.
- 34.2 The Employer shall provide Non Violent Crisis Intervention training, or an equivalent program, to all employees who desire such training.

ARTICLE 35 - GROUP INSURANCE AND PENSION PLAN

- 35.1 The total cost of group insurance plan (Medical, Dental, Life, AD&D and LTD) will be divided between Employer and Employee on a 50/50 basis. However, the employee's contribution will be attributed first to the LTD and life insurance premiums. Should the employee's contribution be insufficient to cover the whole of the LTD and life insurance premiums, the Employee will be required to contribute the full premiums for those two benefits in order to preserve the tax status of these two benefits.
- 35.2 Employees who can demonstrate that they actively participate in another Group Medical or Dental Insurance Plan will not be required to participate in the Employer's Group Medical or Dental Insurance Plan. When an employee has opted out of the Group Medical and Dental plans, the Employer shall pay 100% of the cost of the Group Life insurance, and the Employee shall pay 100% of the premium for long term disability insurance.
- 35.3 Employees hired in a permanent full-time or permanent part-time position shall be eligible for participation in the group insurance plan after a period of three (3) months.
- 35.4 Employees hired in a temporary position shall be eligible for group insurance plan after a period of three (3) months, provided the temporary position is scheduled to exceed six (6) months.
- 35.5 The Employer shall contribute 3% of each eligible Employee's regular earnings into a group RRSP (TD Future Builders) established for that purpose. The contribution shall be made at the end of each month based on the Employee's regular earnings during that month. Permanent Employees who make the matching contributions required under the plan shall be eligible for the Employer's contribution. The contribution rate shall increase to 3.5% of each eligible Employee's regular earnings effective April 1, 2021 and shall increase to 4% effective April 1, 2022.

ARTICLE 36 - ESTABLISHMENT OR ELIMINATION OF A POSITION

36.1 Establishment of New Position

When any new position not covered by Appendix "A", and within the confines of the certification order, is established during the lifetime of this agreement, the rate of pay shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree on the rate of pay for the position in question, such dispute shall be submitted to a Board of Interest Arbitration constituted in the same manner as Article 14. In considering the appropriate rate of pay for the new position, the Board of Arbitration shall have due consideration for the financial capacity of the Employer as well as the current rates of pay of members of the bargaining unit. The new rate shall become retroactive to the time the position was first filled by the employee.

36.2 The Employer shall provide the Union with up-to-date job descriptions.

ARTICLE 37 - BULLETIN BOARDS

37.1 Suitable space on the bulletin boards shall be made available for the posting of Union notices.

ARTICLE 38 - DISABLED EMPLOYEE PREFERENCE

38.1 An employee covered by this Agreement who has suffered a disability or through advancing years is unable to perform the employee's duties shall be given priority to any available work for which the employee is qualified and which the employee is capable of performing, at the wage rate for the position for which the employee is assigned.

38.2 The Employer and the Union shall make every reasonable effort to accommodate such an employee and, such accommodation may include, but is not limited to, reduction in hours of work, change in work unit or work site and retraining.

ARTICLE 39 - SEXUAL HARASSMENT

39.1 The Employer shall develop a policy with respect to sexual harassment at the workplace in accordance with the *Employment Standards Act*.

ARTICLE 40 - DEFERRED SALARY LEAVE PLAN

40.1 Description:

- (a) The Deferred Salary Leave Plan shall afford employees the opportunity of taking a leave of absence from six (6) months to one (1) year, and, through deferral of salary, finance the leave.
- (b) The Employer and employees may enter into any variation of this plan by mutual consent of the two parties involved.

40.2 Eligibility:

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

40.3 Application and Approval:

- (a)
 - 1. An employee shall make written application to the Employer on or before January 31st of the year in which the deferment is to commence, requesting permission to participate in the Plan.
 - 2. Notwithstanding 40.3(a)1, the Employer may waive the deadline of January 31st under special circumstances.
- (b) Written acceptance, or denial, of the employee's request, with explanation, shall be forwarded to the employee by April 1st in the year the original request is made.
- (c) Approval of individual requests to participate in the Plan shall rest solely with the Employer.
- (d) All employees wishing to participate in the Plan shall be required to sign a contract (Appendix "B") before final approval for participation shall be granted.

40.4 Salary Deferral:

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

40.5 Benefits:

- (a) An employee's benefits shall be maintained by the Employer during the leave of absence. Any benefits tied to salary shall be structured according to actual salary paid. Group insurance benefits shall be paid 100% by the employee during the period of leave.
- (b) Sick leave credits and vacation leave credits shall not accumulate during the year spent on leave or portion thereof; however an employee shall be permitted to carry over any unused credits to their return.
- (c) Employees who are members of the Group RRSP shall have contributions deducted on salary received in each year of participation in the Plan.

40.6 Withdrawal from the Plan:

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

40.7 Deferral of Leave:

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

40.8 Return from Leave:

- (a) On return from leave, an employee shall return to the employee's previous position or to a position similar to that which the employee held immediately prior to going on leave.
- (b) An employee participating in the Plan shall be eligible upon return to duty, for any increase in salary and benefit that would have been received had the one

year leave of absence not been taken.

ARTICLE 41 - TERM OF AGREEMENT

41.1 Effective Date:

This Agreement shall be binding and remain in effect from **April 1, 2023 to March 31, 2026** and shall continue from year to year thereafter unless either Party gives notice to the other Party in writing at least sixty (60) days prior to the expiry date that it desires its termination or amendment.

41.2 Changes in Agreement:

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

41.3 Notice of Changes:

Where notice to amend this Agreement is given, the provisions of this Agreement shall continue in full force and effect until a new Agreement is signed. Negotiations shall commence within twenty (20) days of such notice unless mutually agreed to by the Parties.

This Agreement will endure and be binding upon not only the parties hereto mentioned but also their respective successors.

Dated at Charlottetown, Prince Edward Island,
this _____ day of _____

PEI FAMILY VIOLENCE PREVENTION
SERVICES INC.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 942

**APPENDIX "A"
Wage Schedule**

		Apr 1/23	Apr 1/24	Apr 1/25
		9%	1.5%	1.5%
Outreach Worker	Step 1	\$21.15	\$21.47	\$21.79
	Step 2	\$21.85	\$22.18	\$22.51
	Step 3	\$22.43	\$22.87	\$23.21
Children's Services Coordinator	Step 1	\$22.43	\$22.77	\$23.11
	Step 2	\$23.09	\$23.44	\$23.79
	Step 3	\$23.69	\$24.05	\$24.41
	Step 4	\$24.94	\$25.31	\$25.69
	Step 5	\$26.25	\$26.64	\$27.07
	Step 6	\$27.63	\$28.04	\$28.46
Shelter Worker	Step 1	\$22.12	\$22.45	\$22.79
	Step 2	\$22.82	\$23.16	\$23.51
	Step 3	\$23.48	\$23.83	\$24.19
Outreach Coordinator	Step 1	\$22.44	\$22.78	\$23.12
	Step 2	\$23.09	\$23.44	\$23.79
	Step 3	\$23.69	\$24.05	\$24.41
	Step 4	\$24.94	\$25.31	\$25.69
	Step 5	\$26.26	\$26.65	\$27.05
	Step 6	\$27.63	\$28.04	\$28.46
Administrative Assistant	Step 1	\$19.96	\$20.26	\$20.56
	Step 2	\$21.05	\$21.37	\$21.69
	Step 3	\$22.14	\$22.47	\$22.81
	Step 4	\$23.24	\$23.59	\$23.94
Administrative Support Services Assistant	Step 1	\$20.36	\$20.67	\$20.98
	Step 2	\$21.47	\$21.79	\$22.12
	Step 3	\$22.57	\$22.91	\$23.25
	Step 4	\$23.69	\$24.05	\$24.41

AMENDMENTS - WAGES
12% over three years: 9%, 1.5%, 1.5%

APPENDIX "B"

Deferred Salary Plan Contract

I have read the terms and conditions of the Deferred Salary Plan and hereby agree to enter the Plan under the following terms and conditions:

1. Enrollment Date

I wish to enroll in the Deferred Salary Plan commencing _____.

2. Year of Leave

I shall take my leave of absence from the _____ to _____.

3. Financial Arrangements

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

DATE: _____

Employee

Witness

For the Employer

Witness

LETTER OF UNDERSTANDING - Casual Overtime

1. The parties agree that notwithstanding Articles 19.10 and 20.1, overtime shall not be payable in the circumstance where a casual employee, working a twelve hour (12) shift at the Shelter, is asked and elects to work and works six hours or less immediately before or after the shift. In such instances, the decision to work lies entirely at the discretion of the casual employee, and the employee shall be paid at straight time. Any work beyond the six hours shall be paid at the overtime rate.
2. Notwithstanding paragraph 1 above, if the casual employee is required to work beyond the employee's twelve hour (12) shift by the Employer, the employee shall be paid overtime pursuant to article 20.1.

LETTER OF UNDERSTANDING - Clinical Consultation

The Employer agrees to continue to provide clinical consultation to **all permanent** bargaining unit members in accordance with the following:

Consultation Role:

- Provide clinical consultation on a case by case basis as requested by shelter staff.
- Provide individual debriefing for shelter staff regarding work-related stress or trauma.
- Assist with team debriefings as requested by shelter supervisor.

Service Commitments:

- Maintain professional confidentiality.
- Provide same-day and after-hours response in emergency situations.
- Respond within two working days to non-emergency requests for individual debriefing or consultation.
- Notify shelter supervisor, in advance, of vacation schedule and other absences.
- Participate with staff in evaluating the service at agreed upon intervals.

LETTER OF UNDERSTANDING - Compensation

The Parties have agreed to an arrangement whereby Permanent Shelter Workers will receive 7.5 hours time in lieu, or \$100 as compensation, for being on-call during weekends from 8:00 p.m. on Friday until 8:00 a.m. on Monday. Casual Shelter Workers on-call on a particular weekend, will receive \$100 as compensation.

The Parties have also agreed to an arrangement whereby the Team Lead/Children's Services Coordinator/ will receive either \$775 or 37.5 hours as time in lieu quarterly as compensation, for being on call from 4:00 p.m. to 8:00 a.m. from Monday to Thursday and to 8:00 p.m. on Friday.

The Parties hereby agree that the Employer can cancel this arrangement by providing one month's notice to the Union. The Employer further agrees that in the event it cancels the arrangement and replaces it with a different arrangement involving IUOE members continuing to perform this function; it shall first negotiate the new terms and conditions with the Union.

LETTER OF UNDERSTANDING - Workplace Safety

The Employer shall look into providing training to diffuse or cope with potentially violent or threatening situations to any employee who desires it, **including, but not limited to:**

- **Applied Suicide Intervention Skills Training (ASIST)**
- **The Employer shall continue to provide the following training to all employees:**
 - **First Aid**
 - **CPR**

LETTER OF UNDERSTANDING - Wellness Plan

The Employer will attempt to obtain a corporate membership rate to a gym or fitness facility on behalf of its employees.

LETTER OF UNDERSTANDING - Shelter Workers

Hours of Work

1. The regularly scheduled hours for a full-time Shelter Worker shall be less than seventy-five (75) hours biweekly, but each full-time Shelter Worker shall continue to be paid seventy-five (75) hours biweekly, and the balance of the seventy-five (75) hours (three (3) hours) shall be worked on an ad hoc basis performing a variety of tasks, including regular staff meetings, staff training, community development. work, fundraising, and other duties related to the work of the Employer.
2. It is recognized that when employees work less than seventy-five (75) total hours in a bi-weekly period, it will be necessary for the employee to work greater than seventy-five (75) hours in some future biweekly period(s) in order to balance the hours to an average of seventy-five (75) hours biweekly. Working in excess of seventy-five (75) hours in this situation will not trigger the overtime provisions of the collective agreement. The Employer shall maintain a record of the number of hours worked by each Shelter Worker and shall regularly report the balance to each Employee.
3. Any ad hoc or make-up hours shall either be scheduled by the end of the business day Friday for the following week or performed at a time mutually agreed by the Employer and Employee.
4. Should there be any make-up hours left at the end of the year, they will be carried over to the following year. Alternatively, an employee may elect to reconcile the time owing bank with accrued lieu time, statutory holiday time or accrued vacation.

LETTER OF UNDERSTANDING – Team Lead

The Employer may request an Employee to assume the role of Shelter Team Lead. The Team Lead provides consistent leadership day to day on matters pertaining to shelter staffing, case planning and general operations of the shelter. An employee who accepts the added duties of Team Lead shall receive a premium of 5% on their hourly wage rate payable on all hours worked.

Memorandum Of Understanding

The Employer shall create a joint committee of Employer and Union representation to update all job descriptions. The committee shall be comprised of two Employer representatives, one worker representative for Shelter Workers and one representative for Outreach workers.

The Committee shall examine and particularize job duties, and educational requirements where necessary. The Committee will also develop recommendations to address retention, recruitment, and shortage issues.

The Committee shall be established within three (3) months of the ratification of this collective agreement. The work of the Committee shall be completed no later than twelve (12) months following its establishment.

Signed on this day of 2023,

On behalf of the Company,

**PEI FAMILY VIOLENCE PREVENTION
SERVICES, INC.**

On behalf of the Union,

**LOCAL 942 OF THE INTERNATIONAL
UNION OF OPERATING ENGINEERS**
