

**PRINCE EDWARD ISLAND  
FISHERMEN'S ASSOCIATION LTD.**

**&**

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

**COLLECTIVE AGREEMENT**

**(EXPIRY DATE: DECEMBER 31, 2023)**

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## **ARTICLE 1 – PURPOSE & SCOPE OF COLLECTIVE AGREEMENT**

### **1.01 First Collective Agreement**

The parties recognize and acknowledge the benefit of open dialogue and discussion and agree that Employer and the Union will communicate on all issues and provide the opportunity for adjustment before any formal procedures are resorted to under the terms of the Agreement.

1.02 The purpose of this Agreement is to set forth terms and conditions of employment, to facilitate effective adjustments of grievances as defined in this Agreement, and to encourage efficient operation of the Association, including providing support to the Board of Directors and to generally advance the welfare of the fishery on Prince Edward Island through the operations of the Employer, all of which include but are not limited to:

- (a) maintaining and improving harmonious relations and settling conditions of employment between the Employer and the Union;
- (b) recognizing the mutual value of joint discussions and negotiations in matters arising out of Collective Agreement pertaining to working conditions, employment and services; and
- (c) encouraging efficiency in operation.
- (d) promoting the morale, well-being and security of all employees in the bargaining unit.

## **ARTICLE 2 – DEFINITIONS**

2.01 “Common-law spouse” as referred to in articles of this Collective Agreement, means a person, male or female, who lives with another person as husband or wife for a period of one year or more.

2.02 “Continuing employee” means an employee who is regularly scheduled to work thirty-seven and a half (37.5) hours in a work week.

2.03 “Employer” means the Prince Edward Island Fishermen’s Association Ltd.

2.04 “IUOE” means the International Union of Operating Engineers.

2.05 “Shop Steward” means an employee representative of the Union.

2.06 “Union” means the International Union of Operating Engineers, Local 942.

2.07 “Union Representative” means a representative of IUOE.

2.08 "Shall" is imperative and "may" is permissive.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

#### **3.01 Some Specific Management Rights**

The Union acknowledges that all rights and prerogatives of management which the Employer had prior to the execution of this Agreement are retained exclusively by the Employer, without limitation, except as specifically modified by the express terms of this Agreement, including, but not limited to: the right to operate and manage its business in accordance with its commitments, responsibilities and other contractual obligations, the right to maintain order, discipline and efficiency; the right to make, initiate, alter and enforce employee rules, regulations, policies and procedures; the right to discipline and discharge employees for cause; the right to select, hire, train, direct and control the employees; the right to determine employee eligibility requirements; the right to determine and enforce training requirements and standards; the right to transfer, assign, promote, demote, classify, reclassify, lay-off, recall, replace, suspend and retain employees; the right to recognize employees for meritorious performance; the right to introduce new and eliminate or change existing equipment, machinery, services or processes; the right to make studies of work loads and institute changes in work loads and job assignments; the right to determine the existence or non-existence of facts which are the basis of any and all management decisions; the right to plan, direct and control operations; the right to select and retain employees for positions excluded from the bargaining unit; the right to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance in whole or in part; the right to control productivity; the right to determine standards, methods and means of work; the right to determine the job content and requirements of any job or classification; the right to determine the number and qualifications of employees needed by the Employer at any time and the number of employees who shall operate on any given job, operation or unit and number of hours and shifts to be worked; and the right to maintain or establish standards of quality and quantity to be maintained. Management rights will be exercised in a manner that does not violate the terms of this Agreement.

The above enumeration of rights is by way of example and is not a limitation of the Employer's rights to manage its business without interference, which rights are solely and exclusively the rights of the Employer.

## **ARTICLE 4 - RECOGNITION**

### **4.01 Certification Order**

The Employer recognizes the Union as having been certified by the Prince Edward Island Labour Relations Board, File No. 08-003 dated July 22, 2008, for the bargaining unit consisting of all employees of the Employer save and except the Executive Director, and persons who are paid by the Employer through externally funded contracts.

### **4.02 Application of Agreement**

This Agreement applies to and is binding upon the Employer, the Union and the employees within the bargaining unit covered by the certification order.

## **ARTICLE 5 - UNION SECURITY AND CHECK-OFF OF DUES**

5.01 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.

5.02 The sums deducted pursuant to this Article shall be remitted to 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 any changes in the amount of monthly dues or any other changes that may 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.

5.03 The Employer shall print the amount of Union dues paid in the previous year on each employee's Income Tax (T-4) slip.

5.04 The Employer shall forward to the Union, by December 1<sup>st</sup> every year, each member's name, birth date, home address, and classification.

5.05 The Employer shall forward to the Union office a list of all employees who have retired or resigned as well as all newly hired employees and their personal information set out at Article 5.04 within thirty (30) days of the employee's hire or retirement.

5.06 The Employer shall provide a current casual list when requested.

5.07 Indemnity

The Employer shall not be held liable by reason of its reliance upon the Union's instructions (i.e. dues check-off). The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any actions taken by the Employer in compliance with this Article.

**ARTICLE 6 – CORRESPONDENCE**

6.01 All correspondence between the parties shall pass to and from the Executive Director of the Employer and the IUOE's Business Manager.

**ARTICLE 7 – REPRESENTATIVES**

7.01 The Employer acknowledges the right of the Union to appoint or otherwise select employees as shop stewards.

7.02 The Union shall notify the Employer, in writing, of the name and position of its shop steward(s).

**ARTICLE 8 – NO DISCRIMINATION**

8.01 There shall be no discrimination with respect to any employee by reason of race, color, ancestry, place of origin, political belief, religion, martial status, family status, physical, sex, sexual orientation, age, membership or non-membership or activity in the union.

**ARTICLE 9 - DESIGNATED HOLIDAYS**

9.01 The following shall be considered holidays:

- (a) New Year's Day;
- (b) Islander Day;
- (c) Good Friday;
- (d) Victoria Day
- (e) Canada Day;
- (f) Labour Day;
- (g) Thanksgiving Day;
- (h) Remembrance Day;
- (i) Christmas Eve;
- (j) Christmas Day;
- (k) Boxing Day; and
- (l) **One float holiday to be taken at a time mutually agreed upon between the Employer and the employee.**

- 9.02 In the discretion of the Employer, employees may be granted additional days of paid leave from and including Boxing Day to New Years Day. The Employer will communicate its decision at the earliest opportunity.
- 9.03 Holiday Pay
- Employees shall be paid holiday pay for each holiday or additional days of leave granted pursuant to Article 9.02, at the employee's regular rate of pay.
- 9.04 When a holiday falls within an employee's approved period of vacation leave, that day shall constitute a holiday and not a day of vacation leave.
- 9.05 In the event a holiday falls on a Saturday or Sunday, the following Monday shall be observed as the holiday for the purposes of this Agreement.
- 9.06 An employee called in to work on a holiday shall be paid at one and one half times (1.5) their regular rate of pay for all hours actually worked. The number of hours actually worked shall then be banked at straight time to be taken in paid leave at a time or times mutually agreed to by the Employer and the employee.

#### **ARTICLE 10 – VACATION LEAVE / VACATION PAY**

- 10.01 All continuing employees shall be entitled to vacation with pay in each calendar year on the following basis:
- (a) Employees who have completed less than ten (10) years of continuous service with the Employer shall earn vacation entitlement at the rate of one and one quarter ( $1\frac{1}{4}$ ) days per month of service (15 days/year).
  - (b) Employees who have completed ten (10) years or more of continuous service with the Employer shall earn vacation entitlement at the rate of one and two thirds ( $1\frac{2}{3}$ ) days per month of service (20 days/year).
  - (c) Employees who have completed eighteen (18) years or more of continuous service with the Employer shall earn vacation entitlement at the rate of two and one-tenth ( $2\frac{1}{10}$ ) days per month of service (25 days/year).
- 10.02 To earn a vacation credit in a calendar month the employee must receive at least ten (10) days pay from the Employer.
- 10.03 Notwithstanding Article 10.02, casual and temporary employees shall be paid vacation pay in accordance with the *Employment Standards Act*.
- 10.04 In February of each year the Employer shall post a vacation leave sheet to give employees the opportunity to sign up for desired periods of vacation leave



between April 1 and March 31 of the following year. In the event two (2) or more employees request the same vacation leave period, the employee with the most seniority shall receive first consideration for that vacation period. All other requests for vacation time will be considered subject to requests already made on the vacation leave sheet.

10.05 All vacation leave must be approved by the Executive Director prior to commencement of the leave period. It is understood that approval of requested vacation periods is subject to operational considerations and the Employer reserves the right to limit the number of employees who may be on vacation at any one time.

10.06 Unused vacation leave shall not be carried over from year to year, except in extraordinary circumstances and with the approval of the Executive Director, in which event, not more than two weeks of vacation may be approved for carry over.

**10.07 The Employer shall notify members as to the amount of their accumulated and unused vacation credits on a quarterly basis.**

#### **ARTICLE 11 - OTHER LEAVES**

##### 11.01 Maternity Leave

Maternity Leave shall be as per the Prince Edward Island *Employment Standards Act*.

**While an employee is on maternity leave, and provided the employee pays their share of the medical plan premiums, the Employer shall pay the Employer's share of the medical plan premiums for up to one (1) year. For any maternity leave that is longer than one (1) year, the employee shall be responsible for paying all premiums to maintain medical benefits.**

##### 11.02 Parental/Adoption Leave

Parental or Adoption Leave shall be as per the Prince Edward Island *Employment Standards Act*.

11.03 Notwithstanding Article 10.06, employees who go on maternity, parental or adoption leave shall be entitled to carry over any earned but unused vacation to the next fiscal year.

#### 11.04 Bereavement Leave

- (a) Up to four (4) days of paid leave may be granted to an employee in the event of the death of an employee's parent, spouse, common law spouse, son or daughter. Up to two (2) additional days of paid leave may be authorized for travel time, if required. An employee may save one (1) of these days leave when the burial is postponed until a later date. Should the burial be rescheduled to a day which is not a regularly scheduled day of work for the employee, the employee will not receive pay for that day.
- (b) Up to three (3) days of paid leave may be granted to an employee in the event of the death of an employee's sibling, mother-in-law, father-in-law, grandparent, grandchild or any relative permanently residing with the employee. Up to two (2) additional days of paid leave may be authorized for travel time, if required. An employee may save one (1) of these days leave when the burial is postponed until a later date. Should the burial be rescheduled to a day which is not a regularly scheduled day of work for the employee, the employee will not receive pay for that day.
- (c) In the event of the death of an employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee, upon request to the Executive Director, may be granted up to two (2) days of leave with pay. An employee may save one (1) of these days leave when the burial is postponed until a later date. Should the burial be rescheduled to a day which is not a regularly scheduled day of work for the employee, the employee will not receive pay for that day.

#### 11.05 Serious illness of Relative

One (1) day of special leave may be granted to an employee to attend to the serious illness of an employee's parent, spouse, common law spouse, child or other relative who permanently resides with the employee, provided the employee provides their certification of the illness. Where special leave in excess of one (1) day is required, a certificate signed by a physician must be provided. Leave under this section shall be limited to four (4) days in a calendar year.

#### 11.06 Other Leave

Leave with pay shall be granted for the following:

- (a) One half ( $\frac{1}{2}$ ) day to act as a pallbearer at a funeral;
- (b) One (1) day to attend the Employee's own convocation exercises;
- (c) Up to two (2) days for a critical condition which requires the employee's attention, resulting from an emergency which cannot be

served by others or be attended to by the employee at a time when the employee is normally not at work; and

- (d) One (1) day paid paternity leave on the occasion of the birth of a child.

11.07 Subject to operational considerations, leave with pay of up to one half (½) day may be granted to donate blood at a Blood Donor Clinic.

11.08 On a day when the Employer's operations are closed due to inclement weather employees may be granted leave with pay for all or such part of the day that the Employer's operations are closed down. In the event the Employee feels they must either leave work or cannot get into work on a day or at a time when the Employer's operations are not closed due to inclement weather, the employee shall be permitted to utilize available vacation time or accumulated time in lieu, otherwise the employee shall be deducted the day or portion thereof for which work attendance did not occur.

#### 11.09 Sick Leave

- (a) Sick leave is provided to enable an employee to be absent during periods of illness without suffering financial loss. Sick leave credits shall be accumulated at the rate of one and one half (1 ½) days, for each calendar month in which the employee receives pay from the Employer for at least ten (10) days, to a maximum accumulation of one hundred and fifty (150) days until such time as a Long Term Disability policy is put in place for the bargaining unit employees, at which time the maximum accumulation of sick days shall be seventy-five (75) days. On any day that an employee will be absent from work due to sickness, it is the employee's responsibility to notify the Executive Director by telephone as soon as the employee is in a position to do so. Upon the employee's return to work, the employee shall fill out a sick leave form and submit it to the Employer, indicating the period of time for which the employee was absent due to illness and certifying the employee's inability to perform their assigned duties during the period of time covered by the sick leave request. The employee may certify the employee's own illness without a certificate from a qualified medical practitioner when:

- a. The sick leave has not exceeded three (3) consecutive working days; and
- b. In the current calendar year, the employee has not already been granted five (5) days sick leave on the employee's own certification.

In all other situations in order for sick leave to be approved, the employee must submit a certificate from a qualified medical practitioner.

- (b) An employee may use a cumulative amount of up to **five (5)** days in total of earned sick leave per calendar year to care for the employee's sick child(ren), **spouse of common law spouse**. It is understood that the employee shall make every effort to find alternate care for their child(ren) before using any sick leave for this purpose. The employee shall notify the Executive Director by telephone as soon as the employee becomes aware that they will be absent from work for this purpose.

11.10 Notwithstanding any provisions of this Article, a certificate from a medical practitioner may be required by the Employer for any illness, regardless of length, in the case of an established pattern of sickness or where there is a reasonable suspicion that sick leave is being abused.

11.11 An employee who becomes ill while on vacation leave may convert the period of illness from vacation leave to sick leave, subject to the following conditions:

- (a) An employee hospitalized or confined to bed on doctor's orders during their vacation period shall qualify for use of sick leave credits upon production of a doctor's certificate and provided the illness is reported to the Employer at the time it occurs. In such event, the employee shall have their vacation rescheduled at a later date.
- (b) Immediately upon the employee's return to work where substitution of sick leave for vacation leave is being sought, the employee shall complete a sick leave form and attach the written doctor's certificate of illness, and upon doing so, the employee shall have the certified days of sick leave credited back to their vacation leave accumulation for the current fiscal year.

11.12 An employee who is injured or becomes ill during working hours and is unable to continue work, shall receive one-half (1/2) day of their regular pay for the remainder of the shift or workday at their regular rate of pay without deduction from sick leave, provided that a doctor states that the employee is unfit to work on that day. The employee shall be permitted to see a doctor during working hours to determine the seriousness of the illness or injury.

11.13 Each employee shall be allowed one sick day (which may be utilized at once or in portions, as necessary) per year, to travel, when required, to another area for a medical appointment for himself/herself.

11.14 General Leave

The Employer, in its sole discretion, may grant an employee a leave of absence, either paid or unpaid, on such terms as the Employer may, in its sole discretion determine, upon receipt of a request in writing from the employee.

11.15 Employees on any form of leave of absence, who are not receiving pay from the Employer, shall not accrue holiday, vacation, sick or other leave entitlements and shall not be entitled to pension or other benefits of the Agreement, unless specifically provided for elsewhere in this Agreement.

## **ARTICLE 12 – CONTRACT NEGOTIATIONS LEAVE**

12.01 The Union’s Bargaining Committee shall be appointed by the Union and consist of one (1) employee and such other non-employee members as the Union shall advise the Employer in advance of the first negotiating meeting.

12.02 The employee designated pursuant to Article 12.01 shall have the right to attend all bargaining meetings with the Employer held within regular working hours, without loss of pay or benefits. The Employer shall pay the employee the employee’s regular pay while the employee attends such meetings and the Union shall reimburse the Employer for the full amount of the pay received.

12.03 The Union member selected by their Union to represent their Union at the bargaining unit level during conciliation or arbitration cases, or while processing grievances or adjudications of this bargaining unit which require absence from the workplace, shall be granted leave of absence with pay and benefits and earned seniority providing the preceding is held on the employee's scheduled shift and the Union reimburses the Employer for all pay paid to the employee.

12.04 Where operational requirements permit, and where the employee taking such leave does not result in there being less than two (2) bargaining unit employees working at any time, the Union member selected by their Union to represent their Union at the local level during conciliation or arbitration cases which require absence from the workplace, shall be granted leave of absence with pay and benefits and earned seniority providing the preceding is held during the employee's scheduled shift and the Union reimburses the Employer for all pay paid to the employee.

## **ARTICLE 13 – DISCIPLINE & DISCHARGE**

### **13.01 Specific Discipline Offences**

The Employer reserves the right to demote, discharge and otherwise discipline employees for cause.

13.02 Where appropriate, the Employer agrees that prior to formal discipline being administered, as in performance related matters, corrective administrative procedures should precede disciplinary action. The forms of discipline which

the Employer may resort to include, but are in no way limited to, oral warning, written warning, suspension without pay and dismissal. The form of discipline administered by the Employer will be commensurate with the employee's misconduct at issue.

13.03 In the event the Employer disciplines an employee, the employee shall be notified in writing of the discipline and a copy of the discipline notice will be sent to the Union. For the purposes of this provision, an oral warning is not a disciplinary offence for which written notice is required.

13.04 When an employee is requested to meet with the Employer on a matter that is disciplinary in nature, or where at a non-disciplinary meeting between the Employer and the employee becomes disciplinary, the Employer shall inform the employee that they are entitled to have a Union Representative present.

Where an employee advises the Employer that they desire to have a Union Representative present at a disciplinary meeting, the Union shall make every effort to be available within twenty-four (24) hours of being notified, and in any event shall be available to meet with the Employer and the employee within forty-eight (48) hours of being notified. For the purpose of calculating time in this sub-section, Saturday and Sunday shall not be included.

13.05 Absences from work for more than three (3) consecutive working days without the Employer's consent shall be grounds for dismissal. Under exceptional circumstances, the employee will be relieved of the obligation to obtain consent for such an absence from the Employer.

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

13.07 An employee may request that any disciplinary action contained in their personnel file be removed twenty-four (24) months following any disciplinary action taken by the Employer, provided there have been no further disciplinary incidents which have occurred during that twenty-four (24) month period.

## **ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURES**

### **14.01 Definition of Grievance**

A grievance is defined as any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement.

### **14.02 Informal Step**

Should an employee have a grievance, it shall first be discussed with the Executive Director and at the employee's request, a Shop Steward, not later

than seven (7) days from the date of the incident or the date that the employee ought reasonably to have known about the incident that gave rise to the grievance. The purpose of this discussion is to explore the employee's concern with the purpose of reaching a resolution to the matter.

#### 14.03 Step 1

- (a) Within ten (10) calendar days of the discussion as indicated above, should the matter remain unresolved and the employee wishes to pursue the matter then the Union may provide a written grievance to the Executive Director.
- (b) Within seven (7) calendar days of receipt of the grievance, the Executive Director, or designate, will discuss the grievance with the employee and a Union Representative or designate. The Executive Director, or designate, will render a decision in writing to the employee and the Union within seven (7) calendar days of the date of this discussion.

#### Step 2

- (c) Should a grievance be unresolved at Step 1, the Union may refer the matter to arbitration in writing to the Executive Director, within twenty-one (21) calendar days of receipt of the Employer's decision at Step 1.
- (d) The Union or the Employer may institute a policy grievance at Step 1, within twenty-one (21) days of the event giving rise to the grievance or the date by which the event giving rise to the grievance ought reasonably to have been known by the Employer or the Union.

#### 14.04 Compliance with Grievance Procedure

No matter may be submitted to arbitration unless the foregoing grievance procedure, including the time limits therefore, have been fully and strictly complied with. In the event such is not complied with, the grievance and all rights and recourse to the arbitration procedure shall be deemed to have been abandoned and at an end.

#### 14.05 Board of Arbitration

Within seven (7) calendar days after the notice referred to in 14.03(c) above is received by the Employer, the Union and the Employer will each nominate a member to a Board of Arbitration and advise the other party of that person's

name. Where the parties agree they may proceed by a single arbitrator this Article will apply with the necessary modifications.

#### 14.06 Selection of Board Chair

The two representatives so nominated shall, within three (3) calendar days of the appointment of the second of them, select a third person to act as Chair of the Arbitration Board, and in default of doing so, the Minister of Labour of the Province of Prince Edward Island may, upon the application of either party, appoint such third person.

#### 14.07 Time for Hearing

Within fifteen (15) calendar days of the appointment of the Chair, the Board of Arbitration shall set a meeting date for a hearing regarding the grievance.

The Board shall endeavour to render its decision within thirty (30) calendar days after conclusion of the hearing.

#### 14.08 Arbitration Procedures

In hearing the grievance and in rendering its decision, the Board must proceed as follows:

- (a) All evidence placed before the Board must be given under oath or affirmation.
- (b) The Board must state the reasoning and grounds upon which the decision is based.
- (c) The Board's proceeding must be a judicial proceeding, not one of conciliation, mediation, or compromise unless by agreement of the parties. The parties or their legal representatives shall be allowed to present evidence, witnesses, or documents to the Board and each shall be permitted to cross-examine the other's witnesses.
- (d) Witnesses: At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- (e) The decision of the Board shall be final and binding. Either party may, if any part of the Board's decision is unclear, seek clarification from the Board.



- (f) The fees and expenses of the Board Chair will be shared equally between the Employer and the Union and each shall pay the fees and expenses of its nominee to the Board.

#### **14.09 Extension of Time Limits**

The time limits set out in this Article may be extended by mutual written agreement of the Employer and the Union. If the time limits specified or extended by agreement are not met, the grievance will be deemed to be abandoned.

### **ARTICLE 15 – OVERTIME & TRAVEL**

15.01 The Employer's Travel Policy, as amended from time to time, shall apply to employees required to travel outside the City on Employer directed business.

15.02 Employees in the classifications of Finance & Administration and the Program Administrator shall receive an annual travel allowance of \$300.00 for reimbursement of local travel for office administration purposes such as banking, mail, picking up office supplies, etc.

15.03 (a) It is the intent of the Employer that work shall be allocated in a manner that avoids incurring overtime wherever possible.

(b) An employee who works in excess of thirty-seven and a half (37.5) hours in a work week shall be credited with one and one quarter (1.25) hours of time in lieu for each hour of overtime worked. In lieu time shall be taken in time off at a time or times mutually agreed upon between the employee and the Employer.

(c) Subject to this section, employees must seek approval for all overtime in advance. Only overtime which has been approved by the Employer will be paid. In the instance where an employee works overtime that has not been pre-approved, the employee shall submit the details of the overtime worked to the Employer on the next working day, and the Employer shall approve payment of overtime that it determines is legitimate.

### **ARTICLE 16 – SENIORITY**

16.01 The Employer shall provide a seniority list to the Union in January of each year showing the length of each continuing employee's continuous service with the Employer.

For all other employees, the seniority list shall show the hours worked since the employee's date of hire.

#### 16.02 Probationary Employment

An Employee appointed to a position shall have an initial probationary period of six (6) months.

The Employer may terminate an employee on probation at any time during the probationary period in its sole and unfettered discretion and it is agreed that such termination shall not constitute a difference between the parties and therefore no recourse to the grievance or arbitration processes shall be permissible for such termination.

It is the intent of the Employer to review a probationary employee's performance at or near the end of the employee's initial six (6) months of probationary employment, but in any event, prior to any decision being made about the success of the employee's probationary period. At the review, the Employer shall advise the employee as to whether they have successfully completed their probationary period, or their probationary period is being extended for another three (3) months or their employment is being terminated.

For avoidance of doubt, successful completion of probation requires the employee to be so advised by the Employer.

#### 16.03 Loss of Seniority

Employees shall lose their seniority and their employment if:

- (a) They are duly discharged by the Employer and not reinstated through the grievance or arbitration procedures of this Agreement;
- (b) They quit or resign;
- (c) They have been laid off in excess of nine (9) months;
- (d) They fail to accept an offer of recall from lay-off of one (1) week or more;
- (e) They are absent from work without authorization; unless a reason satisfactory to the Employer is given by the employee before returning to work;
- (f) They use an authorized leave of absence for a purpose other than for which the leave was granted (loss of seniority only).

16.04 Transfer and Seniority Outside Bargaining Unit:

No employee shall be transferred to a position outside the bargaining unit without their 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, the employee shall be placed in their former position, if still in existence.

**ARTICLE 17 – HOURS OF WORK**

17.01 In this Agreement “work week” shall be Monday to Sunday, inclusive.

17.02 Continuing employees shall be scheduled to work five (5) days from Monday to Sunday, each of seven and one half (7½) hours, exclusive of a thirty (30) minute meal break. Where not otherwise advised, continuing employees shall work from Monday to Friday during business hours. It is understood that in any work week, the Employer has the right to change a continuing employee’s days of work and hours of work to meet its operational requirements.

17.03 All other employees, other than continuing employees, shall have no established hours of work in a day or in a work week.

**ARTICLE 18 - PROMOTIONS AND STAFF CHANGES**

18.01 Job Postings:

When any continuing classification vacancy occurs or a new continuing 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) calendar days. A copy of all postings shall be forwarded to the Union on the day of the posting.

18.02 Information on Postings:

Such notice shall include the following information: nature of continuing position, qualifications, required knowledge and education, skills, the number of hours of work. Such qualifications and requirements shall not be established in a discriminatory manner.

18.03 Outside Advertising:

The Employer shall be permitted to advertise all vacancies and new positions for continuing positions outside the bargaining unit at the same time as same are posted in accordance with Article 18.01. When advertising outside, all advertisements shall state that such position is unionized.

18.04 Wage Rate

For the position of Finance & Administration the wage rate shall be as contained in this Agreement.

For all other positions, the Union shall be advised when the wage rate established for the successful candidate is determined by the Employer. The wage rate established shall be the employee's probationary wage rate, and it shall be in place during the employee's probationary period and any extension thereto. When an employee is advised that they have successfully completed their probationary period, the Union and the Employer shall attempt to negotiate a continuing wage rate. If the parties are unable to agree on the wage rate, they may resort to conciliation and strike or lockout, in accordance with the provisions of the *Labour Act*.

18.05 Competitive Process

The Employer shall consider the applications received, both internally and from outside the bargaining unit, and shall determine who the successful candidate is, if anyone. In the event the Employer determines that the successful candidate is one of two existing bargaining unit employees, who are both judged equal by the Employer, then the successful candidate shall be the most senior of the two employees. The Union shall be advised of the successful candidate's name.

18.06 Trial Period:

Where the successful applicant is an existing employee, such employee shall be placed on trial in the position for a period of **four (4)** calendar months. This trial period may be extended by written agreement of both parties. Conditional on satisfactory service, after the trial period has been completed, the employee shall be declared continuing in the new position. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the position, 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 positions shall also be returned to their former position wage or salary rate without loss of seniority.

## **ARTICLE 19 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

19.01 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Article 5, dealing with Union security and dues check-off.

19.02 On commencing employment, the Executive Director shall introduce the new employee to the employee's Shop Steward.

## **ARTICLE 20 - HEALTH AND SAFETY**

### **20.01 Joint Committee for Safety & Health**

The Employer and the Union recognize the obligation to maintain a safe and healthy workplace. The Union, in cooperation with the Employer, will encourage employees to work in a safe manner. Employees are responsible for taking all necessary measures to ensure their own and their co-workers health, safety and physical well-being, as outlined in the *Occupational Health & Safety Act* and Regulations.

### **20.02 Abiding by the Law**

The Employer and the Union agree that safe work practices shall be governed by the requirements set out in the Prince Edward Island *Occupational Health & Safety Act* and Regulations, and not this Agreement.

## **ARTICLE 21 - CLOTHING AND SAFETY APPAREL**

21.01 Permanent employees who are required to wear uniforms or safety equipment, shall have them supplied by the Employer at no cost to the Employee. Such apparel shall be made of adequate material to provide for the comfort and safety of the Employee.

## **ARTICLE 22 - LAY-OFFS AND REHIRING**

22.01 "Lay-off" means the termination of employment or a reduction in a continuing employee's hours of work due to a lack of work, a reduction or discontinuation of a service or services.

22.02 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, continuing employees shall be laid off in the reverse order of their classification seniority. Continuing employees shall be recalled in the order of their classification seniority providing they are qualified to do the work.

22.03 The Employer shall notify employees who are to be laid off at least two (2) weeks in advance of the lay-off date.

22.04 An employee who has received notification of lay-off may:

- (a) apply for severance pay and waive the right to recall pursuant to Article 25; or
- (b) accept lay-off with recall rights.

22.05 (a) Recall rights shall exist for a period of nine (9) consecutive months and shall lapse if the lay-off lasts more than nine (9) consecutive months. Should an employee on lay-off be recalled for a period of time less than one (1) week, the employee shall not be required to return to work. If the employee does return to work, the employee shall accrue seniority and any benefits measured by length of service for all hours worked.

(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 nine (9) consecutive months.

22.06 Employees on lay-off are entitled to apply for any job vacancies arising out of job postings.

## **ARTICLE 23 – APPLICATION OF EMPLOYER’S POLICIES & PROCEDURES**

23.01 The Employer has the ongoing right to make, initiate, alter and enforce employee rules, regulations, policies and procedures, which do not conflict with the terms of this Agreement. The Employer recognizes that in the event a term of this Agreement is found to be in conflict with a rule, policy, regulation or procedure of the Employer, this Agreement will apply.

23.02 Once per month, or less as may be determined by agreement of the parties, a meeting shall be held between the Employer and the staff for the purpose of discussing organizational, administrative, professional development, training or operational issues. The meetings may be attended by all staff, as may be necessary depending on the issues to be discussed, and up to three (3) representatives of the Employer.

## **ARTICLE 24 - RESPONSIBILITY FOR CONTINUANCE OF OPERATION**

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

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

### **24.03 Collateral Labour Disputes:**

In the event of a strike by any non-Employer employees, or any other labour organization, or any other bargaining unit, or of a lockout by any other employer, which affects the Employer's property or operations, the employees covered by this Agreement will remain on the job performing their assigned functions, including additional duties as may be necessitated by such strike or lockout even if such duties are directed towards others who were engaged in legal strike or lockout activities.

## **ARTICLE 25 - SEVERANCE PAY**

25.01 Severance pay equivalent to two (2) weeks of regular wages shall be paid to eligible employees who have five or more years of continuous service when their employment is terminated because of layoff as outlined in Article 22. Payment will be made following the completion of the nine (9) month recall period or at any time during the nine (9) month period providing the employee waives his right to recall.

25.02 At the employee's request the payment of severance pay shall be:

- (a) a lump sum payment
- or
- (b) held over to the taxation year following termination.

## **ARTICLE 26 - SUBCONTRACTING**

26.01 The Employer agrees that the work currently being performed by the two employees occupying the Fisheries Research & Liaison Officer, and Finance & Administration positions at the date of signing this Agreement shall not be contracted out during the term of this Agreement.

26.02 It is understood that the Employer may have all or any portion of other work of the bargaining unit done by bargaining unit employees or may contract out

any part or all of such work, as the Employer in its sole discretion may determine from time to time. In the event such work is done by bargaining unit employees, this shall not prevent the Employer in the future, or from time to time, from contracting out all or any part of such work.

#### **ARTICLE 27 – TRAINING COURSES**

27.01 Where an employee is required or requested to upgrade himself or herself through Employer approved training course(s) and such request comes from the Employer, the employee will suffer no loss of wages and benefits while on training. Employees shall be compensated for out of pocket expenses incurred while on training in accordance with the Employer’s travel policy.

#### **ARTICLE 28 - TERM OF AGREEMENT**

##### 28.01 Effective Date:

This Agreement shall be binding and remain in effect from **January 1, 2021 to December 31, 2023** and shall continue from year to year thereafter unless either Party gives notice to the other Party in writing within sixty (60) days of the expiry date that it desires its termination or amendment.

##### 28.02 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.



28.03 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 otherwise mutually agreed to by the Parties.

Dated at Charlottetown, Prince Edward Island, this \_\_\_ day of July, 2021.

PRINCE EDWARD ISLAND FISHERMEN'S  
ASSOCIATION LTD.

Per: \_\_\_\_\_  
BOBBY JENKINS

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 942

Per: \_\_\_\_\_  
TRACY ROBERTSON

SCHEDULE "A"

<u>Position</u>	<u>2020</u>	<u>2021</u> <u>(2.0%)</u>	<u>2022</u> <u>(1.5%)</u>	<u>2023</u> <u>(1.25%)</u>
<u>CONTINUING</u> <u>POSITIONS</u>				
Fisheries Research & Liaison Officer	\$72,470.84	\$73,920.26	\$75,029.06	\$75,966.92
Program Coordinator	\$54,302.30	\$55,388.35	\$56,219.17	\$56,921.91
Program Administrator	\$37,057.33	\$37,798.48	\$38,365.45	\$38,845.02
Finance & Administration	\$41,918.75	\$42,757.13	\$43,398.49	\$43,940.96
Marine Biologist and Program Planner	\$72,470.84	\$73,920.26	\$75,029.06	\$75,966.92
Funding Coordinator	\$44,714.80	\$45,609.10	\$46,293.23	\$46,871.89
<u>NON-CONTINUING</u> <u>POSITIONS</u>				
Temporary/ Casual <sup>2</sup>				

- 1 Probationary employees shall receive 90% of the wage rate of the classification until successful completion of their probationary period(s).
- 2 In instances where the Employer hires temporary or casual employees, the rates of pay will be determined by the Employer, except that where a temporary or casual employee is called in to fill in for a continuing employee, they shall be paid at the classification rate for the position being filled.

PRINCE EDWARD ISLAND  
FISHERMEN'S ASSOCIATION LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 942

Per: \_\_\_\_\_  
BOBBY JENKINS

Per: \_\_\_\_\_  
TRACY ROBERTSON

SCHEDULE "B"  
BENEFITS

The benefits to be provided to each employee for the term of this Agreement are as follows:

1. RRSP CONTRIBUTION - The Employer shall make a monthly RRSP contribution of \$200.00 to each employee's RRSP account, provided the employee also makes a monthly contribution of at least \$100.00 to their RRSP account. The Employer shall be entitled to proof from the employee, upon request, of their ongoing minimum \$100.00 monthly RRSP contribution.
  
2. MEDICAL PLAN - The Employer's contribution to the cost of the Medical Plan will be capped at the 2008 rate. If, in future years, the cost of the Plan increases beyond the Employer's contribution level, as set forth herein, the Employer shall advise the Union of the increases and the parties shall consult on whether to reduce the benefits of the Plan or to have the cost of the Plan supplemented by the employees. In the consultation process the Employer shall make available to the Union all information received relating to the increase in Plan costs and options to address same. If the parties agree that the Plan will not be changed to offset the increases, the first two (2) percent of increased costs in a year shall be paid by the Employer, and all other increased costs of the Plan shall be paid by the Employees by way of payroll deduction, until such time as the employees and the Employer are equally cost sharing the Plan costs, at which point the cost of the Plan shall continue to be cost shared equally by the Employer and the employees.

PRINCE EDWARD ISLAND  
FISHERMEN'S ASSOCIATION LTD.

Per: \_\_\_\_\_  
BOBBY JENKINS

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 942

Per: \_\_\_\_\_  
TRACY ROBERTSON

PERMANENT PART-TIME MEMORANDUM

The parties agree that in the event the Employer establishes a permanent part-time position of employees, the parties shall negotiate the terms and conditions of employment that shall apply to those positions. In the event the parties are unable to agree, then both shall have the right to apply for conciliation pursuant to the Labour Act and the right to strike or lock-out pursuant to the Labour Act following, if necessary.

PRINCE EDWARD ISLAND  
FISHERMEN'S ASSOCIATION LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 942

Per: \_\_\_\_\_  
BOBBY JENKINS

Per: \_\_\_\_\_  
TRACY ROBERTSON