

COLLECTIVE AGREEMENT

Between

The P E I Institute of Adult and
Community Education Inc.
Language Instructors
(the Employer)

and the

International Union of Operating Engineers
Local 942 (the Union)

(Collectively known as the “Parties”)

April 1, 2023 to March 31, **2026**

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(NUMERICAL)**

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ARTICLE 1: PURPOSE OF THE AGREEMENT

- 1.01 The purpose of this Agreement is to set forth terms and conditions of employment relating to remuneration, employee benefits and general working conditions affecting employees covered by this Agreement.

ARTICLE 2: DEFINITIONS

2.01 For the purpose of this Agreement:

- (A) "Employee" means any person in the Bargaining Unit who is employed by the Employer for remuneration.
- (B) "Employer" means the Prince Edward Island Institute of Adult and Community Education Inc., a body corporate, incorporated under the laws of the Province of Prince Edward Island, hereinafter "ACE".
- (C) "Substitute Instructor" means one hired for a period of less than eight (8) consecutive weeks to replace a Regular or Term Employee. The Substitute Instructor is not a member of the bargaining unit.
- (D) "Party" means the Employer or Union.
- (E) "Probationary Employee" means an employee hired to fill a Regular Position who is serving the probationary period pursuant to Article 20.
- (F) "Regular Employee" means an employee who works a normal schedule of hours as listed in Article 19.01 and who has completed the probationary period.
- (G) "Regular Position" means one of at least twelve (12) consecutive weeks duration that will continue from year to year, subject to available contract funding.
- (H) Regular Part-time Employee means an employee who works less than the fully prescribed hours of work on a regular and recurring basis and who has completed the probationary period and is entitled to all benefits of this agreement on a prorated basis, except where specified otherwise.
- (I) "Spouse" means
- (i) either of a man and a woman who are married to each other;
 - (ii) either of two (2) persons who are not married to each other who lived together in a marriage-like relationship for a continuous period of at least twelve (12) months and are living together in such a relationship at the relevant time. For greater certainty, these two (2) persons may be persons of the same sex;
- (J) "Term Employee" means one who is hired for a fixed term which is eight (8) consecutive weeks or greater and who is covered by the Collective Agreement except as specified in Schedule B. Term Employees are not considered as filling Regular positions. Should a Term Employee be hired in a Regular or Regular Part-time position without a break in their term employment, seniority shall be retroactive to the date of hire in the term position.

ARTICLE 3: RECOGNITION

- 3.01 The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agent for all employees who teach or provide language instruction in the following programs:

English as an Additional Language (EAL),
Language Instruction for Newcomers to Canada (LINC),
English for Academic Purposes (EAP).

- 3.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of the Collective Agreement.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The management and direction of employees, operations and services is vested exclusively in the Employer. All functions, rights, powers and authority which the Employer has not specifically abridged, deleted or modified by this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 5: DISCRIMINATION AND HARASSMENT POLICIES

- 5.01 The Employer agrees that there shall be no discrimination with respect to any employee as outlined in the *Human Rights Act*, R.S.P.E.I. 1988, Cap. H-12.
- 5.02 The Employer recognizes the right of employees to work in an environment free from harassment and agrees to take such action as is necessary respecting an employee engaging or experiencing harassment in the workplace.
- 5.03 Harassment means a form of discrimination that includes any course of vexatious or abusive comment, conduct or display that is known or ought reasonably to be known to be unwelcome.
- 5.04 An employee who wishes to pursue a concern arising from harassment may submit a grievance. Grievances of this nature shall be treated in strict confidence. An employee who does not wish to process a grievance may file a complaint under the Employer's Harassment Policy.

ARTICLE 6: PRECEDENCE OF LEGISLATION

- 6.01 If any law passed by the Province of Prince Edward Island applying to employees of the Employer covered by this Agreement renders any provision of the Agreement null and void, all other provisions shall remain in full force and effect for the term of the Agreement, and the parties to the Agreement shall meet within thirty (30) days to negotiate a replacement for the provisions rendered null and void.
- 6.02 Subject to Article 6.01, where any provision of this Agreement conflicts with the provisions of any Public Statute of the Province, the latter shall prevail and shall be deemed to form part of this Agreement.

ARTICLE 7: INFORMATION

- 7.01 As soon as reasonably possible after signing this Agreement, the Employer shall make a copy of this Agreement available to each employee.
- 7.02 On October 31st of each year, the Employer shall forward to the Union a listing showing each employee's name and employment status.

ARTICLE 8: BULLETIN BOARDS

8.01 The Employer agrees to provide space on the bulletin board(s) in a designated staff area which may be used by the Union for the posting of meeting notices and other union events and activities.

ARTICLE 9: CONFLICT OF INTEREST

9.01 Employees may engage in employment activities outside of the Employer unless these employment activities interfere with the performance of the employee's duties for the Employer or cause the employee to come into competition with the training, products or services the Employer provides.

ARTICLE 10: UNION DUES

10.01 The Employer shall as a condition of employment deduct an amount equal to the amount of Union membership dues from the biweekly pay of all employees covered by this agreement.

10.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off in accordance with Article 10.01.

10.03 The amounts deducted in accordance with Article 10.01 shall be remitted monthly to the Union by cheque and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

10.04 The Employer shall indicate on each employee's income tax (T4) slip, the total amount of Union dues deducted from the previous income tax year.

10.05 The Union agrees to indemnify and save the Employer harmless from any liability or action out of the operation of the Article.

ARTICLE 11: LEAVES OF ABSENCE WITHOUT PAY

11.01 The Employer shall grant an employee compassionate care leave if and as required by the *Employment Standards Act*.

11.02 The Employer may grant a leave of absence without pay to an employee for a period of up to one (1) year.

11.03 Any period of leave granted under this Article may be extended, at the discretion of the Employer.

11.04 A leave of absence without pay may be granted to an employee for:

- (a) personal reasons including the employee's illness, family illness, other compassionate reasons, and self-improvement; or,
- (b) reasons which, in the opinion of the Employer, justify the granting of a leave of absence.

11.05 Where an employee takes a leave of absence without pay under this Article, the employee may elect to continue his or her group benefits during that period of leave, if the continuation is permitted under the terms of the plans or policies in issue, and provided the employee pays both the Employer and employee shares of the applicable premiums.

- 11.06 Employer group RRSP contributions shall not be made, and vacation and sick days shall not accumulate, while an employee is on leave under this Article.
- 11.07 Leave under this Article shall not constitute a break in service for the purposes of pay increments.
- 11.08 Where an employee takes a leave of absence under this Article, the Employer shall return the employee, at the end of the leave, to a position similar to that held, and at a salary not less than that received at the time the leave was granted.

ARTICLE 12: SPECIAL LEAVE

- 12.01 An employee shall be eligible for special leave with pay for:
- (a) Marriage, up to 5 days,
 - (b) Birth or adoption of a child, up to 3 days for father (Paternity Leave),
 - (c) In the case of serious illness of the employee's parent, wife, husband, brother, sister, or child, up to three (3) days per academic year.
 - (d) any employee who is required to serve as a witness in any work related matter at any hearing in a court of competent jurisdiction shall suffer no loss of wages or benefits during the period of their required attendance at the hearing.
 - (e) An employee who is required to serve as a jurist in any court proceeding shall suffer no loss of wages or benefits during the period he/she serves as a jurist. An employee in receipt of the employee's regular earnings while serving as a juror shall remit to the Employer all monies paid to the employee by the court, except travelling and meal allowance not reimbursed by the Employer.
 - (f) An employee shall have the right to attend an arbitration hearing, pursuant to Article 28, as a grievor without loss of wages or benefits.
 - (g) After four (4) years of service, three (3) paid days during the Christmas holiday period (between Christmas and New Year's).
 - (h) Domestic violence leave, intimate partner violence leave, or sexual violence leave, pursuant to Prince Edward Island Employment Standards Act.
 - (i) Attending to a serious personal issue of an urgent and unforeseen nature not otherwise covered by this agreement, one day per year with the approval of the Director and such approval shall not be unreasonably denied.

ARTICLE 13: MATERNITY, ADOPTION, AND PARENTAL LEAVE

- 13.01 An employee, who meets the requirements prescribed by the *Employment Standards Act*, shall be eligible for maternity leave without pay for a period of up to seventeen (17) consecutive weeks.
- 13.02 An employee shall be eligible for parental leave without pay for a period of up to sixty-one (61) consecutive weeks. Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave.
- 13.03 A leave granted under this Article shall not constitute a break in service for the purpose of calculating service as it relates to seniority, or the granting of vacation and salary increments. An employee on maternity, adoption and parental leave as outlined in Article 13.01 and 13.02 may elect to continue benefits in accordance with Article 11.05. For avoidance of doubt, vacation and sick leave shall not accumulate while an employee is on leave under this Article.

ARTICLE 14: SICK LEAVE

- 14.01 Sick leave means that period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled.
- 14.02 Sick leave shall be calculated at 1 ¼ days for each calendar month of employment. This shall be pro-rated for part-time employees (e.g. a Regular employee working ½ time would be eligible for 5/8 or .63 days per month). While sick leave will not accrue from year to year, the Employee's annual allotment will be advanced at the start of his/her contract. If sick leave in excess of accumulated sick leave is granted to an employee, and the employee resigns or is terminated, the employee shall pay an amount equal to the value of the excess to the Employer. The Employer may also deduct any monies due under this Article from any amounts owed to the employee except where doing so would conflict with the *Employment Standards Act*.
- 14.03 Sick leave shall be available on the following terms:
- a) if the period of absence has not exceeded five (5) consecutive days, a sick leave form is completed by the employee and signed by the employee's supervisor;
 - b) if the period of absence has exceeded five (5) consecutive days, a certificate is required from a registered medical doctor stating that the employee has been under care and unable to carry out the employee's duties;
 - c) Notwithstanding, (a) and (b) above, the Employer may, at its discretion, require a medical certificate from a registered medical doctor for a period of absence less than five (5) days in cases where the Employer has reasonable grounds to suspect that the employee is misusing sick leave.
- 14.04 Sick leave shall not accumulate when an employee is on an unpaid leave of absence.
- 14.05 Abuse of sick leave policy may result in the employee being suspended or discharged.
- 14.06 An employee who is injured or becomes ill during working hours and is unable to continue work, shall receive pay for the remainder of the shift or work day at his 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.
- 14.07 (a) Each employee shall be allowed one (1) sick day or necessary portion thereof, to travel to another area for a medical appointment for himself or a member of his immediate family. Proof of this visit – a medical certificate - shall be provided upon request. This is to be granted as the need arises, and not to exceed three (3) days per year. These three (3) sick days can be used at one time or individually. Immediate family, for the purposes of this Article, shall mean an employee's spouse, common-law spouse, or children residing at home.
- (b) Each employee shall be allowed to use up to **five (5)** of their annual sick days' allotment per year to care for the employee's sick child where no other caregiver is available.
- 14.08 Employee Medical and Dental Appointments
- (a) Employees are required whenever possible to schedule their medical and dental appointments outside of working hours.
 - (b) For employee medical and dental appointments during their scheduled working hours, the employee shall provide the Manager with forty-eight (48) hours written notice, specifying whether the appointment is for medical or dental purposes. This notice period will be waived where an emergency exists.

- (c) i) An Employee shall be granted up to six (6) hours leave per year to attend appointments for self or dependent children pursuant to Article 14.08 (b).
- ii) Where an Employee will be absent from work to attend a medical or dental appointment for self and the Employee has exhausted the six (6) hour limit pursuant to 14.08 (c) (i), the time absent shall be deducted from their annual sick leave allotment.

ARTICLE 15: LEAVE ON UNION BUSINESS

- 15.01 The Employer agrees to provide leave of absence with pay and the Union agrees to reimburse the Employer for the salaries and benefits of officers and members of the Union who are granted leave under the following circumstances:
- a) If the employee is required to attend meetings concerning Union business.
 - b) If an employee is elected for a full-time position with the Union or any organization of which the Union is a member or affiliate for a period not exceeding two (2) years.
 - c) If the employee as a member of a negotiating team on behalf of the Union attends negotiation meetings.

ARTICLE 16: BEREAVEMENT LEAVE

- 16.01 (a) An employee shall be granted five (5) regularly scheduled consecutive work days leave with pay, excluding days off, in the case of death of the employee's parent, spouse, brother, sister, child, grandchild, common-law spouse, mother-in-law, father-in-law, provided the days are taken within seven (7) days of the death. An Employee may defer up to two (2) of these five (5) days leave to accommodate a funeral service or interment that is not held at the time of death. Where the burial occurs outside the province, such leave shall also include reasonable traveling time not to exceed two (2) days.
- (b) An employee shall be granted one (1) regularly scheduled work day leave with pay to attend the funeral of the employee's sister-in-law, brother-in-law, son-in-law, daughter-in-law, uncle, aunt, niece, nephew or grandparent.
- (c) Subject to Article 17, if an employee is on vacation leave at the time of bereavement, the employee shall be granted compassionate leave and credited the appropriate vacation pay.
- 16.02 One-half (1/2) day bereavement leave without loss of salary or wages shall be granted to attend a funeral as a pallbearer, flower bearer or reader.

ARTICLE 17: ANNUAL VACATION

- 17.01 Employees will earn vacation in accordance with the following:
- (i) less than three (3) years' service, Employees will earn five-sixths (5/6) days of vacation leave per month of paid employment (10 days per year).
 - (ii) three (3) or more years' service but less than ten (10) years' service, Employees will earn one and one-quarter (1 ¼) days vacation leave per month of paid employment (15 days per year).

- (iii) ten (10) or more years' service, Employees will earn one and two-thirds (1 2/3) days per month of paid employment (20 days per year).

Regular Employees working less than full-time will have their entitlement pro-rated accordingly.

- 17.02 All vacations taken must be approved by the employee's direct supervisor prior to commencement.
- 17.03 As vacation is taken, deduction shall be made from the employee's accumulated vacation pay.
- 17.04 Any earned vacation that has not been taken by March 31 shall be paid out on the last pay period in March. Notwithstanding the foregoing, up to ten (10) days of the employee's annual allotment may be advanced at the start of his or her contract at the request of the employee. Vacation will not accrue from year to year.
- 17.05 Subject to 12.01 (g), all employees are required to use annual vacation leave during the Christmas Break and March Break or take those days off without pay unless the employee is required to work by the Employer. Annual leave forms are to be submitted to the Manager. The Employer shall provide written notice outlining the Christmas and March breaks by September 15 of each year.
- 17.06 No vacation pay shall be earned during an approved leave without pay.
- 17.07 An employee who becomes ill while on vacation leave may substitute that period while ill with sick leave, if the employee produces a certificate from a registered medical doctor stating the period during which the employee was hospitalized or incapacitated. The employee shall have the vacation pay credited to vacation leave accumulation.
- 17.08 If vacation in excess of accumulated vacation is granted to an employee, and the employee resigns or is terminated, the employee shall pay an amount equal to the value of the excess to the Employer. The Employer may also deduct any monies due under this Article from any amounts owed to the employee except where doing so would conflict with the *Employment Standards Act*.

ARTICLE 18: DESIGNATED HOLIDAYS

- 18.01 An employee shall be entitled to the following designated holidays unless the employee is on lay-off or unpaid leave of absence:
 - (a) New Year's Day
 - (b) Islander Day
 - (c) Good Friday
 - (d) Easter Monday
 - (e) Victoria Day
 - (f) Canada Day
 - (g) Labour Day
 - (h) Thanksgiving Day
 - (i) Remembrance Day
 - (j) Christmas Eve Day
 - (k) Christmas Day
 - (l) Boxing Day
 - (m) One additional day in each year that is designated by the Employer and recognized to be a civic holiday in the area where the employee is employed.

(n) Any other day duly observed as a provincial or national holiday.

18.02 When a holiday falls during an employee's vacation, the employee will be granted a holiday with pay in lieu at such time as may be approved by the employee's direct supervisor and the employee.

18.03 When a paid holiday falls on an employee's day of rest, the employee shall be granted a holiday with pay in lieu on the first working day immediately following the holiday or a mutually acceptable day.

18.04 An employee who is on an unpaid leave of absence shall not be entitled to holidays or holiday pay.

ARTICLE 19: HOURS OF WORK

19.01 (a) The normal work week shall be at least thirty (30) hours per week but not more than thirty-seven point five (37.5) hours per week, depending on requirements of the funding.

(b) **For employees who work a full work day**, the designated unpaid meal period shall be thirty (30) minutes. Each employee shall receive one fifteen (15) minute paid break in the morning and one fifteen (15) minute paid break in the afternoon. **Employees who work a part day shall receive a fifteen (15) minute paid break.**

(c) (i) The normal work year for a Regular Position shall be as specified in the Regular Employee's employment contract, including any amendment to the contract altering the employment period.

(ii) Where a temporary reduction in the workforce is required, the Employer will survey Regular Employees to determine if there are any volunteers to take a reduction in the employment period of their contract. If there are more volunteers than required, the Employer shall select the Regular Employees in order of seniority for a reduction in the employment period of their contract, subject to qualifications and ability.

If there are fewer volunteers than required, the Employer will select Regular Employees for reduction in the employment period of their contract in reverse order of seniority, subject to qualifications and ability.

Notwithstanding the foregoing, "temporary reduction" will not normally apply to night classes as they are required to continue year-round.

(iii) Pursuant to Article 19.01 (c) (ii), where a temporary reduction in the workforce is required, Temporary Employees will have reductions in the employment period of their contract before any Regular Employee is required to take the reduction.

(d) (i) **Day Class**

The normal work day for Employees shall commence at 8:30am and shall include **ninety (90)** minutes' class preparation time. The time allotted for class preparation shall be part of the Employee's normal work week pursuant to Article 19.01 (a). However, an Employee may opt to start work at 8:00am. The Employee's selection of start time will be included in the Employee's employment contract.

(ii) **Night Class**

Night class hours of instruction shall be a three (3) hour consecutive period normally between the hours of 4:00pm and 9:00pm and shall be preceded by a one (1) hour preparation period.

- 19.02 Where an employee is required by the Employer to work an assignment in addition to the employee's regular assignment which requires the employee to work hours in excess of the employee's regular scheduled hours, the employee shall be paid the straight time rate for all hours worked up to 45 hours per week, and the overtime rate of time and one-half the regular rate for hours worked in excess of 45 hours per week. For greater clarity, the overtime rate does not apply to additional work awarded under Article 34.
- 19.03 In order to allow Employees to plan for an upcoming school year, the Employer will inform all of the Regular Full-time and Part-time Employees by email as soon as funding is approved for a specific program.
- 19.04 In the event that a Regular Employee's normal schedule of hours is reduced, the Employer shall offer that employee, for the subsequent eighteen (18) month period, any available full shift(s) of greater hours resulting from the temporary absence of a Regular Employee, providing they are qualified to do the work and the Employer is able to backfill the Employee's normal shift. Should more than one Employee be affected, such full shift(s) shall be assigned in order of their seniority.

Notwithstanding the foregoing, no shift will be offered to an affected employee where such assignment will result in overtime.

ARTICLE 20: PROBATIONARY PERIOD

- 20.01 Newly hired employees to a Regular Position shall serve a probationary period of **twenty-six (26)** working weeks. On successful completion of the probationary period, the employee shall be granted Regular Employee status and seniority shall be retroactive to date of hire in the probationary position.
- 20.02 The Employer shall evaluate a probationary employee's performance during the probationary period. The Probationary Employee may be discharged during the probationary period if the Employer determines that the probationary employee's performance is unsuitable.
- 20.03 Each probationary employee shall be notified by the Employer at least two (2) weeks prior to completion of the probationary period whether the employee shall be granted Regular Full-Time or Regular Part-time Employee status or be terminated.

ARTICLE 21: INSURANCE AND PENSION COVERAGE

- 21.01 An employee, who is and remains eligible to do so under the terms of the benefit plan or policy made available by the Employer from time to time may, and where required to do so, shall participate in that benefit plan or policy.
- 21.02 (a) The Employer will pay 75% of the premium for group health & dental coverage for participating employees. The balance of the applicable premium shall be paid by the participating employee through payroll deduction.

- (b) To maintain coverage for benefits, the employee is responsible for 100% of the premiums incurred during the portion of the year when the employee is not on payroll.
- (c) The Employer agrees to pay two-thirds (2/3) of the cost of premiums for the Group Life Insurance Plan subject to the payment of the balance of the premiums by employees through pay deductions. The Employer agrees to pay two-thirds (2/3) of the cost of premiums for the Accidental Death and Dismemberment Insurance Plan subject to the payment of the balance of the premiums by employees through pay deductions. The premiums for Voluntary Group Life, Dependent Life, and Voluntary Accidental Death and Dismemberment Insurance coverage will not be cost shared by the Employer.
- (d) **On retirement, an employee may elect to participate in the Holland College group insurance plan for retirees. Eligibility and benefits shall be in accordance with the plan policies, which may be amended from time to time at the sole discretion of the College. The retired employee shall be responsible for 100% of the required plan premium costs.**

- 21.03 The Employer will administer a Group Registered Retirement Savings Plan (RRSP) for all employees. The Employer will match an employee's contribution to that plan to a maximum equivalent to five percent (5%) of the employee's annual salary. The Employer's contribution shall be made directly to the institution(s) involved.
- 21.04 The Employer will advise employees regarding any amendments to the benefit plans and any adjustments to monthly premium rates.
- 21.05 Benefits will be provided in accordance with the formal plan documents or policies, and any issues with respect to entitlement or the payment of benefits will be governed by the terms of the documents or policies establishing the benefit in issue.

ARTICLE 22: INJURY ON DUTY

- 22.01 All employees shall be covered by the *Workers' Compensation Act*.
- 22.02 An employee who is prevented from performing his or her regular duties as a result of an accident that is covered by the *Workers' Compensation Act* shall receive injury on duty leave without pay for the period during which the employee receives workers' compensation benefits.
- 22.03 This leave of absence shall continue for a period of nine (9) months, but may be extended to twelve (12) months, if the Employer receives a medical certificate that certifies that the employee should be able to return to work within the additional three (3) month period.
- 22.04 If this leave of absence is for a full pay period or longer, the Employer shall pay the full cost of the employee's premiums for group health / dental, provided the employee was enrolled in those plans prior to the employee's injury on duty. If the employee is a member of the Employer's Group RRSP, the Employer shall also make its contribution to the employee's Group RRSP account, provided the employee's contribution is made by the employee during this leave of absence.

- 22.05 Pending the initial decision of a workers' compensation claim, an employee shall continue on payroll and shall be paid at the level which is equivalent to his/her entitlement under the *Workers' Compensation Act*. When the claim is approved, the employee agrees to repay the amount equivalent to the amount paid by the Employer pending the approval of the claim. If the claim is not approved, the employee will be entitled to use sick leave.
- 22.06 An employee, who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the day without deduction from sick leave, if the Employer is provided with a doctor's certificate confirming that the employee is not fit to return to work.

ARTICLE 23: HEALTH AND SAFETY

- 23.01 It is mutually agreed that both the Employer and the Union shall cooperate to the fullest extent possible towards prevention of incidents and in reasonable promotion of health and safety in accordance with the *Occupational Health and Safety Act*.
- 23.02 Employees shall take every reasonable precaution to ensure their own health and safety.
- 23.03 The Union and the Employer will jointly participate in the Charlottetown Health and Safety Committee.

ARTICLE 24: TRAVEL

- 24.01 Employees will be reimbursed for all reasonable and actual expenses incurred in the performance of duties on behalf of the Employer which take place outside the confines of the Employer, subject to prior approval and any limitations prescribed by the Employer's regulations provided receipts are submitted.
- 24.02 Staff will be reimbursed for work-related travel in keeping with the Holland College Travel Policy. All travel must be approved by the Director prior to the issuance of a cheque. Travel claims must be completed and approved prior to submitting them to the Financial Officer. The Employer does not reimburse travel claims under 10 kilometers.
- 24.03 Employees are responsible for transportation between their place of residence and the regular work site(s).

ARTICLE 25: PERSONAL RECORD FILES

- 25.01 The Employer shall maintain in its Human Resource office a personal record file for each employee which shall be available for personal inspection by the employee, upon request, during normal working hours.
- 25.02 Before an evaluation report is entered into the employee's personal record file, the employee will acknowledge that one has had the opportunity to review such evaluation by signing the copy to be filed, with the expressed understanding that the employee's signature does not necessarily indicate agreement with the contents. The employee will be permitted to attach the employee's comments related to the evaluation report. No additional comments shall be added to the evaluation report after it has been signed by the employee. An employee shall, upon request, be provided with a copy of any report entered under this sub-article.

- 25.03 The Employer will not release information from an employee's personal record file except where the employee has consented to the release, where the Employer is required or permitted by law to release such information, or where the release is to an entity or person engaged by the Employer to administer group insurance and retirement benefits pertaining to the employee.
- 25.04 The Employer shall have any disciplinary action entered in the employee's personal record file removed after twenty-four (24) months have elapsed, provided there has been no additional related disciplinary action during the twenty-four (24) month period. The twenty-four (24) months shall be calculated from the date the matter or event causing the disciplinary action occurred.

ARTICLE 26: DISCIPLINE

- 26.01 No Employee shall be disciplined by written reprimand, suspension without pay or discharge except for just and sufficient cause; however, a probationary employee may be discharged if, following a formal evaluation by the Employer, he/she is considered to be unsuitable.
- 26.02 When an employee is disciplined in accordance with Article 26.01, the employee shall, within five (5) working days, receive from the Employer the reasons in writing for the action taken. A copy of such notice shall be sent to the Union.
- 26.03 Where an employee alleges one has been disciplined in violation of Article 26.01, the employee may within ten (10) days of receipt of written reasons invoke the Grievance Procedure. If a satisfactory settlement is not reached, the employee may proceed to arbitration as outlined in Article 28.

ARTICLE 27: GRIEVANCES

- 27.01 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.
- 27.02 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
- Unless exceptional circumstances prevent otherwise, within five (5) working days of the known grievance, the aggrieved employee, shall present in writing to the Manager or his designated representative a grievance form indicating the nature of the grievance. The Manager or his representative shall provide a written response to the employee, with a copy to the Union, within seven (7) working days of receipt of the grievance.
- Step II
- Failing satisfactory settlement of the grievance in Step I, the grievance may be referred to arbitration as outlined in Article 28 within ten (10) working days of receipt of the decision referred to in Step I.
- 27.03 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.
- 27.04 The Union or the Employer may institute a grievance.

- 27.05 Replies to grievances, stating reasons, shall be in writing at all stages.
- 27.06 The Employer shall provide the necessary facilities for all grievance meetings.
- 27.07 If either party fails to process a grievance to the next step in the grievance procedure within the time limits specified, the grievance shall be deemed to have been abandoned and cannot be reopened.

ARTICLE 28: ARBITRATION

28.01 Referral to Arbitration:

When either party requests that a grievance be submitted to arbitration, the request shall be made by FAX or registered mail addressed to the other party of the Agreement. Within ten (10) days thereafter, the Parties shall select an impartial Arbitrator. In the event the Parties cannot mutually agree upon who shall serve as the Arbitrator, the matter shall be referred to an Arbitration Board in accordance with Section 37 of the Labour Act R.S.P.E.I. 1974 Cap. L-1.

28.02 Who May be an Arbitrator:

No person shall be selected as an Arbitrator who is acting, or has within a period of six (6) months preceding the day of his appointment acted in the capacity of a solicitor, legal advisor, counsel, paid agent of either of the parties, or who has any pecuniary interest in the matters referred to the board.

28.03 Board Procedure:

The Arbitrator shall determine his own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Arbitrator 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.

28.04 Decision of the Board:

The decision of the Board of Arbitrator shall be final, binding and enforceable on all parties, and shall not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which he deems just and equitable.

28.05 Disagreement on Decision:

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may request that the Arbitrator clarify his decision, which he shall do at his earliest convenience.

28.06 Expenses:

Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

28.07 Amending of Time Limits:

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

- 28.08 All reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 28.09 The Parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process as outlined in Appendix "B" that is attached to and forms part of this Agreement. The Panel decision shall be final and binding on the Parties. The Panel shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. The decisions rendered are final and binding, but not precedent setting. Each grievance is heard and a decision reached on its own merit. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined above in this Article or, withdraw the grievance.

ARTICLE 29: TECHNOLOGICAL CHANGE

- 29.01 Technological change means the introduction, by the Employer, of new instructional methods or significant changes to present programs that will require retraining of employees.
- 29.02 In the event that any employee is required to undergo any form of retraining as a result of the introduction of new technology, all such training shall be considered time worked and shall be paid for by the Employer.
- 29.03 The Employer shall provide three (3) months notice of any technological change that could result in the layoff of any Regular Employee.

ARTICLE 30: SUBSTITUTE INSTRUCTORS

- 30.01 The Employer will establish reporting procedures to be followed by employees who may require a replacement. In the case of sickness, employees shall contact the Employer who may arrange for a Substitute Instructor.
- 30.02 The Employer shall first offer any substitute work to an available member of the bargaining unit who works less than the fully prescribed hours of work and has advised the supervisor, in writing, of the employee's availability to substitute. Otherwise, the Employer may utilize substitute instructors.

ARTICLE 31: POLITICAL OFFICE

- 31.01 An employee who is nominated to run as a candidate in a federal or provincial election, or who is elected to a position in the Canadian House of Commons or the PEI Provincial Legislature shall be entitled to a leave of absence without pay for up to one year and without loss of seniority.
- 31.02 After one year and for any ensuing period of time up to the dissolution of that applicable Parliament or Legislature, the employee shall be entitled to return to his previous employment should an employment opportunity be available. The employee's new seniority date shall be the date of re-employment.

ARTICLE 32: TUITION FEES

32.01 Where an employee or a person on a re-employment list under this Agreement has registered during the normal registration period for any general interest course at Holland College and where there are sufficient numbers of fee-paying clients to cover the direct costs of the course, the employee will be granted free tuition in that general interest course provided, however, that no employee shall be granted free tuition in cases where there are sufficient numbers of fee-paying clients to completely fill the course. In cases where employees are granted free tuition, they shall be responsible for the cost of any textbooks and materials required for the course.

ARTICLE 33: SENIORITY

33.01 Seniority List:

- (a) Seniority shall be calculated from the employee's date of hire in a Regular Position, subject to Article 2.01 (J) and subject to Article 33.05. In the event two or more employees have equal placement on the seniority list, a draw by the Union shall determine the seniority ranking of those employees.
- (b) The Employer shall maintain the seniority list showing the employee's date of hire. It shall be adjusted forward to a date equivalent to the length of any leave of absence without pay. An up-to-date seniority list shall be sent by email to the Union and to employees in January of each year. Any employee who does not possess a personal email address will, by request, have a copy of the seniority list sent to them by regular mail.
- (c) Seniority shall operate on a bargaining-unit wide basis.

33.02 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 his seniority in the event:

- (a) he is discharged for just cause and is not reinstated;
- (b) he resigns;
- (c) he is suspended for just cause, in which event the loss of seniority shall be for the period of suspension;
- (d) he is laid off for a period longer than eighteen (18) consecutive months;
- (e) having been laid off he fails to return to work within two (2) weeks of recall;
- (f) the employee is excluded from the bargaining unit for a period longer than eight (8) consecutive months.

33.03 Transfer and Seniority Outside Bargaining Unit:

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his 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 eight (8) months, he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

33.04 **Seniority – Leave of Absence with Pay**

- (a) 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.
- (b) When an employee has been granted a temporary instructional assignment with Holland College's Educational Joint Venture Program, such assignment shall be deemed a leave of absence with pay pursuant to Article 33.04(a).

33.05 **Seniority - Leave of Absence without Pay**

The provisions of Article 33.05 shall have full force and effect on June 14, 2023.

- (a) When an employee has been granted leave of absence without **pay in excess of twenty (20) consecutive workdays**, the employee shall retain seniority but shall not continue to accumulate seniority.
- (b)
 - i) **Pursuant to Article 19.01 (c)(ii), Seniority shall be retained and accumulated while an employee is on a temporary reduction in their employment.**
 - ii) **On completion of the temporary reduction period, the employee shall return to work, and for greater clarity, there shall be no option for the employee to continue to be absent from work. In the event extenuating circumstances require an employee to request a leave of absence without pay, Article 33.05 (a) shall apply.**
 - iii) **In the event a reduction in the workforce is required, on completion of the temporary reduction period, the provisions of Article 35 shall apply.**

ARTICLE 34: VACANT POSITIONS

- 34.01 When any vacancy in a Regular or term position occurs or a new Regular position is created within the bargaining unit, the Employer shall provide one (1) week notice, where possible, to the employees and the Union by email of same. The email shall also include the closing date for application.
- 34.02 Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, the number of hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.
- 34.03 When advertising outside, all advertisements shall state that such position is unionized and that wages and benefits are as per the Collective Agreement of the International Union of Operating Engineers Local 942.
- 34.04 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.

- 34.05 Where qualifications and ability are equal, seniority shall be the determining factor in determining preference for filling vacant positions.
- 34.06 Where an employee is required to up-grade himself through 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 35: LAYOFF AND RECALL

- 35.01 Both parties recognize that job security should increase in proportion to the 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 senior employees being retained are qualified to do the work. Employees shall be recalled in the order of their seniority providing they are qualified to do the work. No new applicant will be hired until those laid off have been given an opportunity for re-employment in positions for which qualified.
- 35.02 The Employer shall notify Probationary Employees who are to be laid off two (2) weeks prior to the effective date of lay-off and Regular Full Time and Part-time Employees four (4) weeks prior to the effective date of layoff, or award pay in lieu of. Pay in lieu of notice shall be based on the number of hours the laid off employee would have normally been scheduled to work.
- 35.03 "Lay-off" means the termination of employment or abolition of a post of an employee because of lack of work or if an employee's medical condition is such that she is unable to fulfill her job functions and recall rights will lapse if the lay-off lasts more than eighteen (18) consecutive months.

ARTICLE 36: RATES OF PAY

- 36.01 The rates of pay for employees shall be in accordance with Schedule "A."
- 36.02 Wages shall be paid bi-weekly.
- 36.03 The anniversary date of employees shall be the employment contract renewal date. On the employee's anniversary date, the Employer shall grant an increment for each additional year of experience provided the employee has not reached the maximum rate of pay for the position.
- 36.04 Employees recalled in accordance with Article 35 shall be credited with previous service with the Employer for salary determination purposes.

ARTICLE 37: BARGAINING UNIT WORK

- 37.01 a) The Employer agrees that work currently performed or hereafter assigned to the bargaining unit shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, in such a manner that results in the layoff of regular employees.
- b) "Transferred, leased, assigned or conveyed" means the transfer of business in relation to successor rights pursuant to section 39 of the *Prince Edward Island Labour Act*.
- c) "Subcontracted" means any assignment of bargaining unit work to anyone outside the bargaining unit.

ARTICLE 38: STAFF TRAINING AND DEVELOPMENT

- 38.01 The Employer is committed to providing each employee with the necessary tools and skills to do their jobs in a way that fulfills the organization's needs for excellence and encourages staff commitment to ongoing professional development within the fiscal resources available to the Employer.
- 38.02 All employees are eligible to apply for staff training and development offered by Holland College. It will be the responsibility of the Program Manager to inform, coordinate and encourage staff to participate.
- 38.03 Employees authorized by the Employer to be involved in committee meetings at a provincial or national level shall serve without loss of pay and benefits of any kind.
- 38.04 Where an employee is required by the Employer to enroll in a course that is directly related to the employee's duties as an Instructor, the Employer shall pay the full cost of that course. For greater clarity, this does not include minimum educational requirements for initial employment.

ARTICLE 39: AGREEMENT RE-OPENER

- 39.01 The contents of this Agreement may be altered at any time by the mutual consent of the parties.
- 39.02 Should either party to this Agreement wish to alter the Agreement in whole or in part, such request must be made in writing to the other party. The request shall contain the proposed amendment and a proposed date and place of meeting suggested.
- 39.03 Within fifteen (15) days of receiving the request outlined in Article 39.02, a written response must be made by the second party, indicating whether or not a meeting shall occur.
- 39.04 Any amendments to the Agreement shall be reduced to writing and signed by both parties.

ARTICLE 40: JOINT CONSULTATION

- 40.01 The parties acknowledge the benefits to be derived from joint consultation.
- 40.02 Either party may request the other to enter into joint consultations on matters that are of interest.
- 40.03 Where such a request is made, joint consultations shall take place and the parties shall attempt to achieve mutual agreement on solutions to problems.
- 40.04 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 and 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.

ARTICLE 41: TERM OF AGREEMENT AND RETROACTIVITY

- 41.01 This Agreement shall be in effect for the period **April 1, 2023 to March 31, 2026** and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than sixty (60) calendar days prior to the expiration of the Agreement.
- 41.02 a) The wage rates outlined in Schedule "A" shall be retroactive to **April 1, 2023**. No other provision of this Agreement shall be retroactive unless expressly provided otherwise.
- b) An employee whose employment has terminated with the Employer between **April 1, 2023** and the date of the signing of this Agreement, shall be entitled to receive full retroactivity of any increase in wages for the period the employee was employed.
- 41.03 Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and conciliation.

Signed at Charlottetown this ____ day of September, 2023.

FOR THE EMPLOYER

Witness

Dr. Alexander (Sandy) MacDonald, Cert.
Psych. President of Holland College

FOR THE UNION

Witness

Tracy L. Robertson
President IUOE Local 942

SCHEDULE "A"

HOURLY WAGE SCALE

April 1, 2023 – March 31, 2026

The table below outlines the wage schedule for the language instructors at the PEI Institute of Adult and Community Education Inc. The table depicts a gradual progression through the levels based on experience to a final maximum hourly wage amount. The determination of starting wages and progression within the wage schedule shall be in accordance with the relevant qualifications and experience of the employee.

Language Instructor/Computer Lab Instructor:

STEP	1-Apr-23	1-Apr-24	1-Apr-25
	3%	3%	3%
Step 1	25.88	26.66	27.46
Step 2	27.18	28.00	28.84
Step 3	28.54	29.40	30.28
Step 4	29.97	30.87	31.80
Step 5	31.44	32.38	33.35
Step 6	32.09	33.06	34.05

SCHEDULE "B"

TERM EMPLOYEES

A Term Employee shall be covered by the collective agreement except for those provisions expressly provided below:

- Article 11 - Leaves of Absence
- Article 17 - Annual Vacation
A Term Employee shall receive 4% of the Employee's regular bi-weekly pay as vacation pay.
- Article 20 - Probationary Period
- Article 21 - Insurance and Pension Coverage
- Article 22 - 22.03 – 22.06
- Article 26 - A Term Employee shall be covered under Article 26, except in respect of discharge.
- Article 31 - Political Office
- Article 32 - Tuition Fees
- Article 33 - Seniority
- Article 35 - Layoff & Recall
- Article 36 - A Term Employee shall be paid the Step 1 rate outlined in Schedule "A"