

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**HEALTH PEI**

**AND**

**THE PRINCE EDWARD ISLAND  
NURSES' UNION**

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**April 1, 2021 – March 31, 2025**

**Health** PEI

**pei nurses**  
Prince Edward Island Nurses' Union

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## **ARTICLE 1 PURPOSE OF AGREEMENT**

### **1.1 Purpose**

It is the purpose of this Agreement:

- (a) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and services.
- (c) To encourage efficiency in operation.
- (d) To promote the morale, well-being and security of all Employees in the Union.

### **1.2 Collective Agreement**

It is preferable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in a Collective Agreement.

## **ARTICLE 2 APPLICATION OF AGREEMENT**

- 2.1 This Agreement applies to and is binding upon the Employer and its delegates and agents, and the Prince Edward Island Nurses' Union.

## **ARTICLE 3 DEFINITIONS AND INTERPRETATION**

Wherever the following words/terms are found in this agreement, they shall have the meaning as defined in this article.

- 3.1 "Bargaining Unit" means Employees employed in classifications outlined in Appendix "A".
- 3.2 "Casual Employee" means an Employee who is employed to work on a day-to-day basis as required. Casual Employees are not considered as filling permanent or temporary positions.
- 3.3 "Category" means the employment status of the Employee as defined in Articles 3.2, 3.11, 3.12, 3.13 and 3.20.
- 3.4 "Chief Executive Officer" or "CEO" means the Chief Executive Officer of Health PEI.

- 3.5 "Classification" means the position an Employee holds, as listed in Appendix "A" of this Agreement.
- 3.6 "Department" means the nursing department within a worksite.
- 3.7 "Employee" means an Employee in the bargaining unit who is employed by the Employer for remuneration.
- 3.8 "Employer" means Health PEI.
- 3.9 "Local" means a local of the Union.
- 3.10 "Local Representative" means an Employee appointed or elected by the Local to represent Employees in matters relating to the Collective Agreement.
- 3.11 "Nurse Practitioner" means a Registered Nurse with the endorsement of Nurse Practitioner on their license, and who is employed to carry out the practice of a Nurse Practitioner as defined in the *Registered Nurses Regulations made pursuant to the Registered Health Professions Act*.
- 3.12 "Permanent Employee" means:
- (a) a Full-Time Employee who works a regular schedule of hours as listed in Article 20 (Hours of Work) and who has completed the probationary period;
  - or
  - (b) a Part-Time Employee who works less than the fully prescribed hours of work on a recurring and regularly scheduled basis and who has completed the probationary period.
- 3.13 "Probationary Employee" means an Employee as defined in Article 3.12 who has not completed the probationary period in accordance with Article 18. Probationary Employees shall benefit from all the provisions of the Collective Agreement unless otherwise stated.
- 3.14 "Promotion" means an appointment by an Employer pursuant to Article 15 or Article 17 from one classification to another classification for which the Employee is paid higher compensation.
- 3.15 "Registered Nurse" or "Nurse" means:
- (a) a registered member of the College of Registered Nurses and Midwives of Prince Edward Island ("CRNMPEI" or "the College");
  - or



(b) a licensed or registered, as applicable, member of a registering body for Registered Nurses in another province who is employed by the Employer to work in a classification in the bargaining unit.

3.16 "Seniority" means the length of unbroken service credited to each permanent employee in accordance with Article 19.

3.17 "Shift" means the normal consecutive working hours scheduled for each Employee which occur in any 24-hour period. In each 24-hour period there may be three shifts, i.e. day, evening, and night. The first shift of each day shall be the night shift.

3.18 "Shift Schedule" means a written statement setting forth the days and hours upon which Employees are normally required to work.

3.19 "Spouse" means a person

(a) to whom a person is legally married; or

(b) with whom an Employee has been living for at least twelve (12) months as a couple in a relationship of some permanence.

An Employee shall be entitled to claim benefits under this agreement in relation to only one spouse, and where applicable, the relatives associated with that spouse.

3.20 "Temporary Employee" means an Employee, other than a Permanent Employee, employed in accordance with Article 17 to fill a temporary position. Temporary Employees shall be entitled only to the benefits of the Collective Agreement in the following Articles: 1- 9, 10.1 – 10.6, 10.9, 11, 12.5, 14.2, 15.1 - 15.5, 16.1-16.3(a), 17, 18.4, 20.1-20.20, 20.22 – 20.23, 21-25, 26.1, 27.1, 27.2 (a) & (b), 27.6 - 27.8, 28, 29.1 - 29.4, 29.6, 30 - 31, 32.1, 35.1 (b) and (c), 36 - 39, 41- 48, 49 (except in respect of discharge), 50.2 (a) & (b), 51, 53 - 56 and Appendixes A, C, D, E (3,5-11,14), F (1-3,7-9), G, and M. Notwithstanding Article 3.16, if an Employee is hired in a permanent position without a break in temporary employment in excess of twenty-eight (28) days, upon completion of the probationary period seniority shall be retroactive to include the period of temporary employment.

3.21 "Temporary Position" means a position of greater than two (2) months but not greater than **eighteen (18) months** which is:

(a) vacant due to the absence of a Permanent Employee through illness, accident, vacation, or approved leave of absence; or

(b) created for a specific purpose.

- 3.22 "Union" means the Prince Edward Island Nurses' Union.
- 3.23 "Weekend" means forty-eight (48) consecutive hours including at least forty-seven (47) hours on Saturday and Sunday.
- 3.24 "Worksite" means the facility in which or from which the Employee works. (see Appendix "L" for Temporary Postings Application of "Worksite" – Exceptions)
- 3.25 "Work Unit" means a specific grouping of employees that offers particular services/programming within or from a worksite where such unit exists.
- 3.26 In the interpretation of this agreement, the singular shall include the plural and vice versa as applicable.
- 3.27 Article titles and subtitles are for reference purposes only and shall not be used as aids in interpreting the Collective Agreement.

#### **ARTICLE 4 UNION RECOGNITION, UNION SECURITY AND DUES**

##### **4.1 Authorized Representative**

The Employer recognizes the Union as the sole and exclusive bargaining agent and authorized representative for all persons employed in the capacity of a Registered Nurse **or Nurse Practitioner**, except those Employees excluded from collective bargaining pursuant to s. 7(2) of the *Labour Act*.

##### **4.2 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the parties.

##### **4.3 Deduction of Union Dues**

The Employer shall deduct from the salary due **to** every Employee each pay period an amount equal to the established dues of the Union.

4.4                   **Remittance of Dues**

The sums deducted pursuant to this Article shall be remitted to the Union not later than four (4) weeks following the pay period in which the deductions were made. The payment of deductions shall be accompanied by a full list by worksite of Employees paying dues as well as notification of additions or deletions.

4.5                   **Indemnification of Employer**

The Union agrees to indemnify and save the Employer harmless from any liability or action out of the operation of Articles 4.3 and 4.4.

4.6                   **Notification of Amount of Deduction**

The Union shall advise the Employer, in writing, at least thirty (30) days in advance of any change in the amount of the dues to be deducted.

**ARTICLE 5   SUBCONTRACTING**

5.1                   The Employer agrees that work on services presently performed or hereafter assigned to the bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit Employee in such a manner as to jeopardize the employment of the Employee unless mutually agreed by the Union and the Employer.

**ARTICLE 6   EMPLOYEE RIGHTS**

6.1                   **No Discrimination**

- (a)                   The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, ethnic or national origin, political or religious affiliation or belief, sex, sexual orientation, marital status, family status, place of residence, mental or physical disability, nor by reason of the Employee's membership or activity in the Union, or any other prohibited ground under the Prince Edward Island *Human Rights Act*.
- (b)                   Any term contained in Article 6.1 (a) which is also contained in the P.E.I. *Human Rights Act* shall be interpreted and applied in a manner consistent with interpretations under that Act.

6.2 **No Conflicting Written or Verbal Agreements**

There shall be no written or verbal agreements between an Employee and the Employer which may conflict with the terms of the collective agreement, except where mutually agreed between the Employee, the Union and the Employer.

6.3 **Harassment and Violence Free Environment**

The Employer and Union recognize the right of Employees to work in an environment free of workplace violence and harassment. The Employer is committed to providing a workplace in which all persons can expect to be treated with dignity and respect. The Employer shall develop and maintain policies in support of these principles. The Employer undertakes to investigate all reported allegations of workplace violence or harassment in a timely manner. If workplace violence or harassment has occurred, the Employer shall take appropriate action to ensure it ceases. The Union shall provide full support to these initiatives of zero tolerance.

6.4 **No Adverse Effects from Initiation of Complaint**

Any Employee who makes a bona fide complaint concerning workplace violence, personal or sexual harassment or under the mandatory professional reporting requirements of **CRNMPEI**, will not be adversely affected in the workplace or have their employment jeopardized.

6.5 **Workplace Harassment Policy**

The Employer and the Union recognize that the Workplace Harassment Policy forms part of this Agreement. The existing Policy shall not be changed by the Employer without consultation with the Union.

6.6 **Policies and Forms**

Copies of the Policies and Forms required for complaints of workplace violence and/or harassment shall be available on each work unit.

6.7 **Appeals of Decisions Under the Policy and Grievance Process**

- (a) In accordance with the Workplace Harassment Policy, an Employee who wishes to appeal a decision made under the Policy may do so by commencing a grievance at Step II of the grievance procedure.
- (b) When an Employee or a group of Employees or the Union is not satisfied that the provisions of Article 6.4 are being complied with, the following shall apply:

- (i) the matter will be referred in writing to the Employer who shall immediately investigate the alleged violation of Article 6.4;
- (ii) failing a satisfactory remedy within ten (10) days following the conclusion of such investigation, the matter may be referred to step II in the grievance process;
- (iii) If the decision rendered in regards to 6.7 (ii) is not satisfactory, the matter may be referred to arbitration for a decision which shall be final and binding on the parties.

## **ARTICLE 7 EMPLOYER RIGHTS**

- 7.1 All the functions, rights, powers, and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer. These rights include but are not limited to the following:
- (a) to maintain efficiency and to make, alter, enforce rules and regulations to be observed by Employees;
  - (b) to direct, hire, promote, demote, transfer, suspend, discipline, or dismiss Employees, and to assign Employees to shifts;
  - (c) to schedule holidays, evaluate jobs, classify positions, and specify the Employee's duties, and;
  - (d) to manage its operations in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in its operations; to require suitable dress, to schedule the work and services to be provided and performed; to make, alter, and enforce regulations governing the use of materials, equipment, and services as may be deemed necessary in the interests of the safety and well being of the public.
- 7.2 These rights shall not be exercised in a manner inconsistent with the expressed provisions of this Agreement.
- 7.3 **Joint Consultation**

The Employer shall continue consulting with the Union on matters, other than day-to-day management and operational requirements, which affect or might reasonably affect the

terms and conditions of employment of Employees covered by this Agreement. The intent and expectation of this provision is that consultation will occur at a senior level with respect to planning and significant workplace changes and initiatives which affect or might reasonably affect a significant number of members in the bargaining unit.

## **ARTICLE 8 INFORMATION**

### **8.1 Copies of the Agreement**

As soon as reasonably possible after the signing of the contract, the Union shall provide copies of the Collective Agreement for circulation to the membership. Distribution of the Agreement shall be carried out by the Union.

### **8.2 Cost of Printing**

The cost of printing the Agreement in numbers sufficient for distribution to the membership shall be born equally by the Employer and the Union.

### **8.3 Local Representatives List**

On an annual basis, the Union shall provide the Employer with a listing of Local Union Presidents and worksite representatives and shall advise the Employer of any changes that occur during the year.

### **8.4 Information for New Employees**

The Employer shall acquaint new Employees with the fact that a Collective Agreement is in effect, with the conditions of employment set out in Article 4 and with the name and contact information including the email address of the applicable Local Union President and/or worksite representative.

### **8.5 Appointment Status**

The Employer shall provide all Employees, upon appointment or any change in appointment, with written notification stating the competition number, the type of appointment (**i.e.** Permanent, Temporary, Casual) and the guaranteed hours of work (FTE), if applicable.

### **8.6 Pay Related Information**

On a bi-weekly basis, the Employer shall provide Employees with the details of hours worked, overtime amounts and all premiums paid or banked, vacation, TIL and sick leave accumulation and usage, pension, group insurance and union dues deductions, and any other relevant pay or benefit information.

8.7            **Union Dues on T4 Slip**

The Employer shall indicate on the Employee's T-4 slip the total amount of Union dues deducted during the previous taxation year.

8.8            **Information for the Union**

The Employer shall provide the Union, upon the Union's written request, within thirty (30) calendar days of the signing of this Agreement, and at the end of January each year, or at such other intervals agreed upon by the Employer and the Union, with the following information in respect of each member of the bargaining unit:

- (a)      name, position and/or working title;
- (b)      department or work unit and worksite;
- (c)      classification;
- (d)      current step increment;
- (e)      full time equivalency;
- (f)      status (permanent, temporary, casual or on leave of absence);
- (g)      employment commencement date;
- (h)      home address;
- (i)      phone number;
- (j)      whether the Employee is red circled;
- (k)      **name, position, and/or working title of new bargaining unit employees.**

The information may be provided in one or a series of lists. The Union agrees not to disclose any personal information pertaining to individual Employees to any third party.

8.9            **Statistical Reports**

Upon written request from the Union, the Employer shall provide statistical reports to the Union concerning the bargaining unit such as demographic reports, new hires, salary costs **and vacancy reports**, or other reasonable requests, provided such information is readily available. **These requests and any follow-up questions on the reports are to be directed to the Executive Director, Human Resources and** the Employer shall respond to such requests on a timely basis.

**ARTICLE 9    ORIENTATION**

9.1            **Length of Orientation Period**

- (a)      The Employer shall provide an orientation program of not less than five (5) shifts (7.5 hours) with pay to each Permanent Employee new to the Employer. Of the above shifts, one shall be an evening shift and one shall be a night shift where the

service is a twenty-four (24) hour operation and their position requires work on each of these off-shifts.

- (b) The Employer shall provide an orientation program of not less than three (3) shifts with pay to each Permanent Employee who accepts a position in a work unit or worksite new to the Employee. The shifts shall be as in Article 9.1(a).
- (c) The Employer shall provide a paid orientation program of not less than three (3) shifts to each new Employee approved for casual employment at a worksite. Of the above shifts, one shall be an evening shift and one shall be a night shift where the service is a twenty-four (24) hour operation.
- (d) **The Employer shall provide a paid orientation program of two hundred and twenty-five (225) hours to a Temporary or Permanent Employee who is hired as an RN or NP and who is registered as a Graduate Nurse (GN) or Graduate Nurse Practitioner (GNP) with the College of Registered Nurses and Midwives of Prince Edward Island (CRNMPEI).**
- (e) The Employer will consider a request for additional orientation beyond the time period(s) set out above. No reasonable request will be denied.

## 9.2 **Above Core During Orientation**

Employees shall not be considered as part of core staffing during the period of orientation.

## 9.3 **Employment of Graduate Nurses & Graduate Nurse Practitioners**

**To remain employed with Health PEI, a new Employee (permanent, temporary, probationary, or casual) who is registered as either a Graduate Nurse or Graduate Nurse Practitioner with CRNMPEI must obtain registration as a Registered Nurse or Nurse Practitioner in the general or extended class of registered nurses with CRNMPEI not later than six (6) months from the Employee's date of hire, unless the six (6) month time frame is extended on such terms as are agreed upon by the Employer and the Union.**

# **ARTICLE 10 PAYMENT OF WAGES**

## 10.1 **Salaries and Pay Periods**

- (a) The salaries for Employees covered by this Agreement are set forth in Appendix "A" of this Agreement.
- (b) Pay periods shall be bi-weekly. Pay days shall be every second Thursday.



- (c) When pay day falls on a holiday, pay day shall be the last banking day prior to the holiday.

## 10.2 **Increments**

Permanent Employees shall be entitled to a pay increment upon completion of each nineteen hundred and fifty (1950) paid hours, until the Employee has reached the maximum rate of pay for that classification. Such increases are payable on the first pay period after the effective date. The computation of hours shall not include overtime.

## 10.3 **Compensation on Promotion or Reclassification**

In the case of promotion or reclassification to a higher classification, the salary to be paid to the Employee shall be at least one full increment higher than the position from which the Employee was promoted or reclassified.

## 10.4 **Service Credits for Steps in Pay**

- (a) New Permanent, Temporary or Casual Employees of an Employer will be employed at the following steps in the salary scale provided not more than five (5) years have elapsed since such experience was obtained with an Employer in or out of the Province of Prince Edward Island. One year of experience shall be equivalent to nineteen hundred and fifty (1950) paid hours. Employees with the following service credits shall be paid at the following step increments:
  - (b) an Employee who has completed less than one (1) year (nineteen hundred and fifty (1950) hours) of nursing service in a similar classification, including casual and temporary nursing service, shall be hired at step one (1) of the salary scale;
    - (i) an Employee who has completed one (1) year of nursing service in a similar classification (nineteen hundred and fifty (1950) work hours), including casual and temporary nursing service, shall be hired at step two (2) of the salary scale;
    - (ii) an Employee who has completed two (2) years of nursing service in a similar classification (thirty nine hundred (3900) work hours), including casual and temporary nursing service, shall be hired at step three (3) of the salary scale;
    - (iii) an Employee who has completed three (3) years of nursing service in a similar classification (fifty eight hundred and fifty (5850) work hours), including casual and temporary nursing service, shall be hired at step four (4) of the salary scale;

- (iv) an Employee who has completed four (4) years of nursing service in a similar classification (seventy eight hundred (7800) work hours), including casual and temporary nursing service, shall be hired at step five (5) of the salary scale;
- (v) an Employee who has completed five (5) years of nursing service in a similar classification (ninety seven hundred and fifty (9750) work hours), including casual and temporary nursing service, shall be hired at step six (6) of the salary scale.
- (c) Following employment, Employees will receive increases in accordance with Article 10.2 with the exception that, newly hired Employees who have previous hours of nursing service not utilized in the initial step placement shall be permitted to use these towards the computation of hours for the next increment.
- (d) Credits for nursing service in positions other than that applied for shall be considered on an individual basis.

#### 10.5 **Compensation for Casual Employees**

A Casual Employee shall be paid twelve (12) percent above the approved hourly rate. This twelve (12) percent allows for pay in lieu of statutory holidays and vacations. Upon completion of each nineteen hundred and fifty (1950) hours of employment in any combination of casual and temporary employment with the Employer a Casual Employee shall be entitled to receive an increment to the next step in **their** classification range.

#### 10.6 **Compensation for Work in More than one Classification**

A Permanent Employee who works in more than one classification shall be paid for all hours worked in each classification at the applicable hourly rate which shall be:

- (a) in the event that the Employee accepts a temporary or permanent position or works extra shifts in a higher classification than their permanent position, at least one full increment higher than the Employee's regular rate of pay.
- (b) in the event that the Employee accepts a temporary or permanent position or works extra shifts in a lower classification, at the step in the lower classification which **is closest to but not more** than their regular rate of pay or the maximum rate of pay for the lower classification if the Employee's regular rate of pay is higher.

**Experienced RN/NP Wage Rates**

The following shall be effective upon signing of this Agreement:

- (a) Subject to part (d) below, Permanent Employees with 10 or more years of service as an RN and/or NP shall be paid the 10 year wage rate as set out in Appendix "A".
- (b) Subject to part (d) below, Permanent Employees with 15 or more years of service as an RN and/or NP shall be paid the 15 Year wage rate as set out in Appendix "A".
- (c) It is the responsibility of each employee to notify the employer when they meet the qualifications to receive the wage rates in part (a) or (b) above.
- (d) Payment of the wage rates in part (a) and (b) above (the "Experienced RN/NP Wage Rates") shall commence starting the first full pay period during which the Employee:

(i) For Employees in an RN Classification:

(1) attains the required years as an RN; and

(2) following notification to the Employer of reaching eligibility under this Article.

(ii) For Employees in an NP Classification:

(1) completes or is credited with the equivalent of 9,750 hours of service in an NP Classification (according to the provisions of Article 10.3 and 10.4); and

(2) attains the required years as an RN and/or NP (combined); and

(3) following notification to the Employer of reaching eligibility under this Article.

An NP's previous years of service as an RN, shall be counted toward the attainment of the required years as an RN and/or NP to qualify for the Experienced RN/NP Wage Rates, after the NP has progressed through Steps 1-6 in Schedule "A" based on their work as an NP for Health PEI and/or their recognized service as an NP from an Employer other than Health PEI. When the NP has completed the Steps in Schedule "A" as an NP, their total recognized nursing experience (NP and RN) will be used to determine eligibility for the 10 year and 15 year wage rates.

- (3) In the case of New Permanent Employees of the Employer, Employees shall be eligible for the Experienced RN/NP Wage Rates provided not more than five (5) years have elapsed since the Employees most recent work experience as an RN and/or NP.

## **10.8 Casual Retired Nurse Incentive**

- (a) A five hundred dollar (\$500) bonus shall be paid to any retired RN/NP **who is hired as a casual employee** with the Employer and:
  - (i) works three hundred and seventy five (375) hours in the time period between January 1<sup>st</sup> and December 31<sup>st</sup> in any given year; or
  - (ii) works one hundred and eighty (180) hours between June 15th and September 15th.
- (b) The Employee shall advise the supervisor when they have reached the threshold.
- (c) Payment will occur in the pay period immediately following the attainment of the threshold.

## **10.9 “In Charge” Compensation**

“In Charge” means a person designated to be responsible for the operations of the facility/service in the absence of supervisors/management. An RN I designated as “in charge” on an evening shift, a night shift, a holiday or the weekend at any one of the following facilities shall be paid at a rate halfway between RN I and RN II:

Western Hospital, Alberton  
Community Hospital, O’Leary  
The Provincial Addictions Facility, Mount Herbert  
Kings County Memorial Hospital, Montague  
Souris Hospital, Souris  
**Home Care**

## **ARTICLE 11 TRAVEL**

### **11.1 Travel Allowance**

- (a) An Employee who operates their own motor vehicle in the performance of their duties is eligible to claim reimbursement at the per **kilometer** rates as established from time to time by the Provincial Government (Treasury Board).
- (b) An Employee who operates their own motor vehicle for short trips in the performance of their duties is eligible to claim a minimum daily allowance of six dollars and twenty-five cents (\$6.25) or reimbursement in accordance with (a), whichever is greater.

- (c) The Employer has the sole right to determine which Employees are required, as a condition of employment, to provide a motor vehicle for the purposes of carrying out employment functions. Such determination is subject to review once every twelve (12) months. Where such requirements exist, and
  - (i) the Employee travels at least eighty percent (80%) of their work days; and
  - (ii) travels less than 6000 km per year,

they shall be entitled, at their option to be exercised annually, to receive a monthly allowance of three hundred dollars (\$300) plus one-half (1/2) of the transportation allowances in Article 11.1. These Employees shall receive the monthly allowance for a twelve (12) month period. If they leave the position, either permanently or temporarily, the allowance will immediately cease. Should the Employee leave for a temporary position, the allowance will be immediately reinstated upon the Employee's return, subject to eligibility.
- (d) Employees eligible for the monthly allowance specified in (c) shall have the vehicle available for use on all working days;
- (e) The monthly allowance specified in (c) shall be pro-rated for Permanent Part-Time Employees based on their guarantee;
- (f) An Employee who is absent from work in excess of thirty (30) consecutive days is not entitled to receive the monthly allowance specified in (c) until such time as they have returned to work;
- (g) An Employee who is required to provide a motor vehicle as a condition of employment shall not ( subject to (h) ) be required to use a vehicle leased or owned by the Employer except for out-of-province travel or travel in- province related to staff development and training at provincial meetings;
- (h) Notwithstanding (g), in the event the Employer determines it will provide fleet vehicles as transportation, the Employer shall provide Employees (as described in (g) ) with not less than one (1) year of notice in writing of such intention, after which time, the Employee shall be required to drive the fleet vehicle to perform their duties and the Employee shall no longer be required to provide a motor vehicle as a condition of employment.

## 11.2

### **Insurance Deductible**

Pursuant to Article 11.1, if an Employee's vehicle is vandalized while in the performance of their duties the Employee shall be entitled to receive reimbursement of the amount of

the deductible insurance coverage applicable to the damage incurred on submission of appropriate documentation.

**11.3 Meal Allowances When Travelling for Employer Business**

An Employee who is travelling on Employer business shall be reimbursed for meals as per the Provincial Government's Treasury Board policies.

**ARTICLE 12 GROUP INSURANCE / PENSION PLANS**

**12.1 Group Life Insurance**

- (a) The Employer agrees to pay one-half (½) the premium of the Group Life Insurance Plan that exists at the coming into force of this Agreement and participation is a condition of employment.
- (b) Part-time Employees are eligible for \$100,000 of life insurance, regardless of their permanent part-time guarantee.

**12.2 Group Medical and Dental**

The Employer agrees to pay one-half (½) of the premium of each Employee covered by the Group Medical and Dental Plans. Participation in the Plans shall be on a voluntary basis.

**12.3 Group Long Term Disability**

The Employer agrees to pay one-half (½) of the premium of each Employee covered by the Group Long Term Disability Plan(s). Participation in the Long Term Disability Plan(s) is mandatory for eligible Employees.

**12.4 Pension Plan**

- (a) The parties to this Agreement agree to participate fully in retaining and maintaining the Employee's pension plans.
- (b) The Employer shall be responsible for providing information and annual statements to Employees on all aspects of the group insurance and pension plans.
- (c) The Union shall select a representative to the Public Sector Pension Plan Commission and a trustee to the Group Insurance Trustees. Time in attendance at meetings of these Committees shall be considered time worked at the regular rate of pay.

- 12.5 Temporary employees hired in a temporary position of twelve (12) months or greater shall be eligible for insured benefits under Articles 12.1 and 12.2.

## **ARTICLE 13 ESTABLISHMENT OR ELIMINATION OF A POSITION**

### **13.1 Establishment of New Position**

When any new position is established during the lifetime of this Agreement, that is not covered by Appendix “A”, and is within the scope of the recognition clause, the position shall be evaluated under the existing classification system. In the event the results of the evaluation fall outside of the existing classification levels in this Agreement, the rate of pay shall be subject to negotiation between the Union and the Negotiation Committee established pursuant to the *Health Services Act*. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by the Employee.

### **13.2 Elimination of Positions – Red Circling**

- (a) The Employer shall notify the Union prior to the abolishment of any positions that are within the bargaining unit. For the purposes of this Article, abolishment of a position means when the Employer determines that it will be permanently not filling a position and the position number is retired in the Employer’s position management system.
- (b) Where an Employee's position is abolished by the Employer and, in accordance with Article 16, the Employer transfers the Employee affected to another position having a lower maximum rate of pay, the Employee shall continue to receive pay at the Employee’s rate of pay in effect at the time their former position was abolished until such time as the maximum rate of pay for the Employee’s new position exceeds their rate of pay in effect at the time their former position was abolished.

## **ARTICLE 14 CLASSIFICATION REVIEW AND APPEAL PROCEDURE**

### **14.1 Classification Review**

- (a) In order to maintain or update the classification system, the Public Service Commission may review classifications.
- (b) A classification review may be requested by the Employer or a Permanent Employee, by preparing a description of the position on an approved position

questionnaire with a cover letter specifying the reasons for the request.

- (c) A classification review request from an Employer shall be submitted directly to the Commission and copies of the position questionnaire shall be provided to all Employees who may be affected by the request.
- (d) A classification review request from an Employee shall be delivered to the Employee's supervisor with a copy to the human resource manager and date stamped on the date of delivery. Within twenty (20) days of receiving the Employee's request, the position questionnaire shall be reviewed and signed by the Employee's supervisor, the human resource manager and the CEO of Health PEI and forwarded to the Commission for classification review.
- (e) The Commission will review the classification of the position and notify the Employee and Employing Authority of its decision within forty-five (45) days of receiving the request.

#### 14.2 **Pay on Reclassification**

- (a) An Employee whose position is reclassified to a higher level classification shall be promoted and paid in accordance with Article 10.3.
- (b) An Employee whose position is reclassified to a classification with a lower maximum rate of pay than the Employee's current rate of pay shall retain the current rate of pay until such time as the rate for the new classification matches the current rate.
- (c) The effective date of reclassification shall be the date the Employee request was signed by the supervisor or an Employer request was submitted to the Commission or, in circumstances where the Employee was performing the duties of the reclassified position prior to the date of submission, the effective date of the reclassification may be up to ninety (90) days retroactive from the date of submission.

#### 14.3 **Appeal Process**

- (a) A Classification Appeal Board consisting of one (1) member appointed by the Union, one (1) member appointed by the Employer and a mutually agreed chairperson shall be named for the term of the Collective Agreement.
- (b) An Employer or a Permanent Employee may appeal the decision of the Commission with respect to classification of a position to the Classification Appeal Committee within twenty-one (21) days of receipt of the decision.



- (c) An appeal to the Committee shall be made in writing to the chairperson specifying the reasons for the appeal and the appellant shall send a copy of the appeal to the Commission.
- (d) An appeal shall not be considered by the Committee unless the decision of the Commission was reviewed by the appellant with a designated Employee of the Commission prior to the filing of the appeal.
- (e) The Commission shall provide the chairperson of the Committee with all documentation in the Commission's possession with respect to the appeal.
- (f) The Committee shall review the appeal in a timely manner and may hold a hearing.
- (g) The Committee shall communicate its decision in writing, giving sufficient reasons therefore to the parties within thirty (30) days of reviewing the appeal.
- (h) A decision of the majority of the Committee on an appeal shall constitute the decision of the Committee and shall be binding on the Commission, the Employing Authority and the Employee.
- (i) The Committee shall not deal with an appeal on any position which has been considered by it within the previous twelve (12) months, unless the appellant can demonstrate in writing that there has been a substantial change in the duties and responsibilities of the position since the position was last reviewed by the Committee.
- (j) The Appeal Board shall not:
  - (i) change existing salary relationships between classifications;
  - (ii) modify any descriptions, responsibilities, or specifications for any classification level, group or category;
  - (ii) change a position title to another classification level, group or category;
  - (iii) accept an appeal of the classification of any position that has been considered by it, or the review panel on implementation of the new classification plan, within the previous twelve (12) months, except where the appellant can demonstrate in writing that there has been a substantial change in the duties and responsibilities of the position; or,
  - (v) rule on the status of the incumbent whose position is the subject of the appeal.

## ARTICLE 15 PROMOTIONS AND STAFF CHANGES

### 15.1 Job Postings

- (a) When any nursing vacancy, including temporary positions, occurs or a new nursing position is created within or outside the Bargaining Unit, the Employer shall post notice of the position on bulletin boards and the Employer's website for a minimum of seven (7) days. Copies of job postings shall be forwarded to the Union and, upon request, to the Local President(s).

The remaining provisions of Article 15 do not apply to postings outside the Bargaining Unit.

- (b) Permanent positions shall be posted on a Provincial basis open to all members of the bargaining unit.
- (c) On Provincial postings, the Employer may advertise a position within the bargaining unit and the public at the same time. Priority for applicant consideration in the selection process shall be given to internal applicants.
- (d) In the event a position continues to remain vacant following such posting, it shall be identified as vacant and open for applications on the Employer's bulletin boards and website under the heading "ongoing vacancies" until such time as the Employer determines to remove or modify the posting. **Where the Employer materially modifies the information on the job posting, it shall be reposted in accordance with Article 15.**
- (e) Temporary positions shall be dealt with as follows:
  - (i) the Employer shall appoint from the ranks of interested Permanent Employees in the work unit performing the same function. This appointment shall be based on seniority;
  - (ii) if the position is for a period greater than two (2) months and is not filled in Step 1, it shall be posted on a Provincial basis as open to all members of the bargaining unit. Employees within the work unit shall receive first preference and employees who work at the worksite will receive second preference.

Please see Appendix "L" for application of "worksite" exceptions.

### 15.2 Information on Postings and Minimum Qualifications

- (a) Job postings shall contain information on the nature of position, qualifications, required knowledge and education, salary rate or range, the percentage of full-time hours (part- time job postings), whether the position involves a permanent shift or rotating shifts, eight (8) or twelve (12) hours and shall identify the competition number(s).
- (b) Minimum qualifications, education and required knowledge shall not be established in an arbitrary or discriminatory manner. The required qualifications and education must be relevant to the position.

### 15.3 **Identification of Successful Applicants**

Within seven (7) working 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) working days. The names of successful applicants shall be forwarded to the Local President(s) upon request.

### 15.4 **Post Interview Review Meeting**

Where an employee who has interviewed for a position within the bargaining unit has requested a meeting, the Employee shall be provided a meeting with a representative of the PEI Public Service Commission to review the Employee's performance during the interview process.

### 15.5 **Role of Seniority in Promotions and Transfers**

In making staff changes, primary consideration shall be given to qualifications and ability to perform the required duties. When qualifications and ability are relatively equal, seniority shall govern.

### 15.6 **Commencement of Permanent Positions**

An Employee offered a new permanent position outside the Employee's current work unit or worksite will advise their immediate supervisor, and the permanent position will commence on:

- (a) the stated start date of the position; or
- (b) four (4) weeks from the date on which the Employee notifies the immediate supervisor; or
- (c) in exceptional circumstances, and in consultation with the Union, **not more than twelve (12) weeks from the date on which the Employee notifies their immediate supervisor.**

**15.7** Delayed Commencement of a Permanent Position in a Higher Classification

**In the event of exceptional circumstances (per Article 15.6 (c) above) that delay an Employee's commencement of a new position that is in a higher classification than the Employee's current position, the Employee shall be compensated at the higher rate after four (4) weeks from the date on which the Employee notified their immediate supervisor.**

**15.8** Trial Period for Permanent Employees

The successful applicant shall be placed on trial in the new position for a period of six hundred (600) hours worked. Conditional on satisfactory service, the Employee shall be declared permanent in the position after successful completion of the trial period. A performance appraisal will be conducted prior to the attainment of three hundred and fifty (350) hours of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the Employee is unable to perform the duties of the new position, the Employee shall be returned to their former position, wage or salary rate. Any other Employee promoted or transferred because of the rearrangement of position shall also be returned to their former position, wage or salary rate. The trial period does not commence until such time as the orientation period has been concluded.

**ARTICLE 16 REASSIGNMENT AND TRANSFER**

**16.1** Reassignment

**(a) Definition and Term**

**Reassignment is the process by which the Employer requires an Employee (or group of Employees) to work in a different position, classification, and/or a work location other than the Employees' usual work unit(s) or worksite(s) for a period of not more than two (2) months, unless mutually agreed by the parties and the Employee(s) being reassigned.**

**Where a reassignment may involve a change in shift(s) (days and/or hours of work), the process in paragraph (i) (Schedule Changes) will be followed.**

**(b) Purpose and Intent**

Employees shall only be reassigned for the purpose of meeting bona fide operational requirements.

**It is the intent of the parties that reassignment shall only be used when other reasonable options are not available.**

**(c) Request for Volunteers**

If a situation requires a reassignment, an Employer shall first request volunteers for the reassignment. If no Employee volunteers, the Employer shall reassign in an equitable manner.

**(d) Reassignment Only Where Capable**

The Employee shall only be reassigned to work where the Employer deems the Employee to be capable of performing the required duties. The Employee may request and shall be provided an orientation to the assignment.

**An Employee shall not be required to perform duties while on reassignment where they do not have required competencies to provide safe and ethical nursing care, unless training is provided.**

**(e) Nurse in Charge**

An Employee who is reassigned from one unit to another for their shift due to staffing shortages shall not be required to be the Nurse in charge of the nursing unit unless there are no other RNs available to take charge or unless otherwise mutually agreed.

**(f) Pay Provisions**

- (i) Employees who are reassigned within their current classification during their regularly scheduled shift(s) shall not be entitled to extra pay.**
- (ii) Employees who are reassigned to a position of a higher classification for one full shift or more, either in or outside the bargaining unit, shall be paid that step in the pay scale of the higher classification which is at least one full increment higher than the Employee's regular rate of pay.**
- (iii) Where reassignment results in a change to the Employee's shift(s) and the Employee was notified more than forty-eight (48) hours in advance of the proposed change, the Employee shall be paid at a rate of time and one half (1.5) of their regular rate of pay for all hours worked on the reassignment;**
- (iv) Where reassignment results in a change to the Employee's shift(s) and the Employee was notified less than forty-eight (48) hours in advance of the proposed change, the Employee shall be paid at the double time rate until they have received forty-eight (48) hours notice.**

The Employee, on reversion to their regular position, shall be paid at the rate which would have been paid had the reassignment not occurred.

**(g) Compensation for Mileage**

An Employee who is reassigned shall receive a travel allowance if the Employee has to travel more than ten (10) kilometers further to get to work. This allowance shall be paid pursuant to Article 11.1 for the increase in distance travelled between the Employee's residence and the alternate worksite as opposed to the Employee's primary worksite. Mileage shall be paid for all travel if the Employee is reassigned after having arrived at their primary worksite.

**(h) Compensation for Travel Time**

- (i) Employees who have been reassigned to different worksites may have their start and/or end work hours adjusted by the Employer by the amount of extra travel time incurred.
- (ii) Employees who have been reassigned to different worksites may request to have their start and/or end work hours adjusted by the amount of extra travel time incurred. Such requests shall not be unreasonably denied.
- (iii) An Employee reassigned shall be paid for any extra travel time in excess of fifteen (15) minutes per direction.
- (iv) Travel time shall be paid at straight time.
- (v) All travel occurring during the Employee's shift shall be considered as time worked.

**(i) Schedule Changes**

**Where the Employer is considering a reassignment which may result in a change to the affected Employee(s)' shift(s), and no Employee(s) have volunteered:**

- (1) **The Employer will notify the Union of the potential reassignment involving a change in shift(s).**
- (2) **Where the Employer is unable to fill the shift(s) through other measures, before reassigning, the Employer shall have communicated with potentially reassigned employees, and shall take into consideration:**
  - i. **The abilities of the Employee(s) to provide competent, safe and ethical nursing care in the reassignment;**
  - ii. **The personal circumstances of the Employee(s); and**
  - iii. **The recent assignments of the Employee(s) who may be reassigned, for the purpose of determining equitable distribution of reassignments.**
- (3) **Where the above process has been followed, Employee(s)'s shall not unreasonably object to a reassignment decision. However, where the Employee(s) wish to have their reassignment reviewed, the Union and the Employee(s) shall be able to consult with the designated Facility Administrator and HR Director.**

**16.2 Provincial/Regional Positions**

Positions within the bargaining unit that work out of more than one worksite/unit, shall be identified as having one (1) fixed primary worksite and any other worksites/units shall be

considered alternate worksites for the purposes of this article. Articles 16.1 (c), (e) and (f) will apply to employees in these positions.

### **16.3 Transfer**

**(a) Definition**

A “transfer” occurs when an Employee changes work unit within a worksite or between worksites on a permanent basis.

**(b) Purpose**

Employees shall only be transferred for the purpose of bona fide operational requirements.

**(c) Compensation for Mileage**

(i) An Employee who is transferred shall receive a temporary travel allowance if the Employee has to travel more than ten (10) kilometers further to get to work. This allowance shall be paid pursuant to Article 11.1 for the increase in distance travelled between the Employee’s residence and the Employee’s new primary worksite as opposed to their former primary worksite. This allowance is payable for a period of one (1) year from the date of commencement or until the Employee changes residence, whichever occurs first.

(ii) In lieu of (1), in the event an Employee who is transferred to another worksite changes their primary residence to live closer to the new worksite, the Employee may elect to claim reimbursement for actual moving expenses to a maximum of two thousand dollars (\$2000), or the total compensation payable pursuant to (1) if less.

**(d) Compensation for Travel Time**

An Employee transferred shall be paid for any extra travel time in excess of fifteen (15) minutes per direction. Travel time shall be paid at straight time. The Employer shall pay travel time for a period of one (1) year. During the first six (6) months all travel time shall be paid. During the last six (6) months, the additional travel time shall be discounted by 50%.

**(e) Transfer Only Where Capable**

The Employee shall only be transferred to work where the Employer deems the Employee to be capable of performing the required duties. The Employee may request and shall be provided orientation to the assignment. The trial period in article 15.6 shall apply.

**(f) Request for Volunteers**

If a situation requires an Employee in a work unit to transfer, the Employer shall first

request volunteers for the transfer. If no Employee volunteers, the Employer shall transfer the least senior Employee in that work unit.

**(g) Notice of Transfer**

No Employee shall be transferred without a minimum of sixty (60) days written notice, with a copy to the Union. During the notice period, the Employer shall consult with the Union, and the parties will explore alternate options that may be available to the Employee.

**(h) Consent Requirements for Transfer**

The Employer shall not transfer an Employee without their consent to a position which requires:

- (i) a fundamental change in her/his work schedule;
- (ii) a fundamental change in the nature of her/his work; (iii) a change in her/his classification; or
- (iii) travel of fifty (50) kms greater one way to her/his new worksite.

**(i) Pay Provisions**

Eligible Employees shall be paid that step in the pay scale of the higher classification which is at least one full increment higher than the regular salary for the Employee being assigned. Red circling shall apply in instances when the transfer is to a lower classification.

**16.4 Reassignment, Transfer or Appointment Outside of Bargaining Unit**

No Employee shall be reassigned, appointed or transferred to a position outside the Bargaining Unit without their consent. If an Employee is:

- (a) reassigned, or appointed to a temporary position, outside of the Bargaining Unit, the Employee shall retain the seniority accumulated up to the date of leaving the Bargaining Unit but will not accumulate any additional seniority within the Bargaining Unit. When such Employee returns to the Bargaining Unit, the Employee shall be placed in their former position or, if that position no longer exists, a similar position. If such employment is not available, Article 33 shall apply;
- (b) appointed or transferred to a permanent position outside the Bargaining Unit, such Employee may return to the Bargaining Unit within the trial/probationary period of the new position, not to exceed six (6) months, without loss of seniority accumulated to the date of leaving the Bargaining Unit. Seniority will not accumulate during the trial/probationary period. Should the Employee return to the Bargaining Unit within the trial/probationary period, the Employee shall be placed in their former position or, if that position no longer exists, a similar position. If such employment is not available, Article 33 shall apply. Should the Employee continue in the position outside the Bargaining Unit in excess of the trial/probationary period of up to six (6) months, the Employee shall forfeit all seniority accumulated to the date of leaving the Bargaining Unit. The return of



an Employee to the Bargaining Unit shall not result in the layoff or bumping of an Employee with greater seniority.

## **ARTICLE 17 TEMPORARY POSITIONS AND INTERNAL LEAVES OF ABSENCE**

### **17.1 Length of Term and Extensions**

- (a) **In this Article, “Short Temporary Position” means a Temporary Position of greater than two (2) months up to six (6) months.**
- (b) **In this Article, “Long Temporary Position” means a Temporary Position of greater than six (6) months up to eighteen (18) months.**
- (c) The specific term of a Temporary Position shall be specified on the posting whenever possible. The time period shall not exceed **eighteen (18) months unless mutually agreed.** If a Temporary Position is to be extended beyond the total maximum of **eighteen (18) months**, it shall be posted in accordance with this Article unless otherwise mutually agreed by the Union and the Employer.
- (d) In the event a Temporary Position is to be extended beyond the initial specified period of time, the Employee may remain in the position throughout the period of extension up to a total maximum of **eighteen (18) months.**

### **17.2 Internal Leave of Absence - Short Temporary Positions**

**The following provisions apply to Short Temporary Positions:**

- (a) **For Short Temporary Positions, the Employer will seek an expression of interest from Employees within the work unit, which shall be completed within ten (10) days of the date of the permanent Employee’s request for a leave.**
- (b) **If the Employer is able to backfill the entire full time equivalent (FTE) of the Employee’s permanent position with one or more Employees from within the work unit, the Employer shall grant the internal leave of absence and the Employee shall be permitted to go to the Short Temporary Position in accordance with Article 17.5.**
- (c) **If one or more Employees from within the work unit agree to backfill a portion of the Employee’s permanent position and there is twenty (20) percent or less of the Employee’s permanent position that would remain vacant, the Employer shall have the discretion not to fill that part of the Employee’s position and grant the internal leave of absence.**
- (d) **If the Short Temporary Position is unable to be filled from within the work unit then it shall be posted in accordance with Article 17.4 (General Staffing Process).**

### **17.3 Internal Leave of Absence - Long Temporary Positions**

**The following provisions apply to internal leaves of absence to fill Long Temporary Positions:**

- (a) The Employer will seek an expression of interest from Permanent Employees within the work unit performing the same function, which shall be completed within ten (10) days of the date of the Permanent Employee's request for leave.**
- (b) If the position is not filled in (a) above, the position shall be posted on a provincial basis as open to all members of the bargaining unit in accordance with Article 17.4 (General Staffing Process). The Employer may advertise the position within the bargaining unit and to the public at the same time.**
- (c) Primary consideration shall be given to qualifications and ability to perform the required duties, with preference given as follows:**
  - (i) Permanent Full-Time Employees within the bargaining unit who will be maintaining a 100% FTE employment guarantee in the Temporary Position;**
  - (ii) Permanent Part-Time Employees within the bargaining unit who will be increasing their employment guarantee by 20% or more;**
  - (iii) All other Permanent Employees within the bargaining unit;**
  - (iv) Casual Employees within the work unit;**
  - (v) Casual Employees within the bargaining unit.**
- (d) When Employees of equal preference are determined to have relatively equal qualifications and ability to perform the required duties, the appointment shall be based on seniority.**
- (e) (i) If the leave is requested to take a Full-Time Temporary Position, or a Temporary Position in a higher classification, or a Temporary Position with an increase of at least 20% in the employment guarantee, the Employee will be permitted to go to the Long Temporary Position within six (6) weeks of the date the Employee notifies their immediate supervisor that they have obtained a Long Temporary Position or the start date the Long Temporary Position, whichever is later.**
  - (ii) For all other leaves sought to take Long Temporary Positions, the timeframe for permitting an Employee to move to a Temporary Position shall be in accordance with Article 17.5.**

### **17.4 General Staffing Process**

#### **(a) Job Postings**

**When a temporary nursing vacancy occurs or a temporary new nursing position is created inside or outside the bargaining unit the Employer shall post notice of the position on bulletin boards and the Employer's website for a minimum of seven (7)**

days. Copies of job postings shall be forwarded to the Union and, upon request, to the Local President(s).

**(b) Information on Postings and Minimum Qualifications**

Job postings shall contain information on the nature of position, qualifications, required knowledge and education, salary rate or range, the percentage of full-time hours (part- time job postings), whether the position involves a permanent shift or rotating shifts, eight (8) or twelve (12) hours and shall identify the competition number(s). Minimum qualifications, education and required knowledge shall not be established in an arbitrary or discriminatory manner. The required qualifications and education must be relevant to the position.

**(c) Identification of Successful Applicants**

Within seven (7) working days of the date of appointment of an Employee to a Temporary Position the name of the successful applicant shall be posted on the bulletin board for a minimum of seven (7) working days. The names of successful applicants shall be forwarded to the Local President(s) upon request.

**(d) Post Interview Review Meeting**

Where an Employee who has interviewed for a Temporary Position facilitated by the PEI Public Service Commission requests a meeting, the Employee shall be provided a meeting with a representative of the PEI Public Service Commission to review the Employee's performance during the interview process.

**17.5 Internal Leaves of Absence**

- (a)** The Employer shall make reasonable attempts to backfill Permanent Employees who request leaves of absence from their permanent position to move to an internal Temporary Position with the Employer. Employees who resign their permanent position(s) due to a denial of an internal leave of absence request are not then permitted to move into Temporary Positions.

**(b) Commencement of a Temporary Position**

An Employee offered a Temporary Position outside their work unit or worksite will advise their immediate supervisor and, **except as outlined in Article 17.3 (e)**, the Temporary Position will commence on:

- (i)** The start date of the Temporary Position; or
- (ii)** **For Temporary Positions of six (6) months or less (Short Temporary Positions), four (4) weeks from the date on which the Employee notifies the immediate supervisor; or**
- (iii)** **For Temporary Positions of greater than six (6) months (Long Temporary Positions), six (6) weeks from the date on which the Employee notifies the**

**immediate supervisor; or**

- (iv) In exceptional circumstances, and in consultation with the Union, at a time to be determined.

- (c) **Subject only to Article 17(3)(e), if the Employer backfills the Employee's permanent position with one or more Employee's from outside of the work unit, the Employee's internal leave of absence shall be granted when the replacement Employee is granted an internal leave of absence.**

- (d) **Completion of Term of Temporary Position**

- (i) An Employee who applies for and receives a Temporary Position in accordance with the provisions of this Collective Agreement, shall be required to complete the term of the position. The Employee may apply for and commence a Permanent Position before completing any Temporary Position.
- (ii) An Employee who applies for and receives a Temporary Position in accordance with the provisions of this Collective Agreement, shall only be recalled to their Permanent Position before the completion of the term of the Temporary Position in situations of exceptional staffing crisis in the home unit/worksite of the Employee.

In such instances, the Employee shall only be recalled for the time period required to address the staffing crisis and, upon conclusion of the crisis, the Employee shall be permitted to return to complete the Temporary Position, where the term has not yet concluded.

- (iii) **Upon completion of a Temporary Position, the Employee shall be required to work in their Permanent Position, for at least the same length of time as the Temporary Position they have just completed, before they will be eligible to commence another Temporary Position. This provision shall not affect an Employee's eligibility to apply for or commence a new Permanent Position.**

- (e) **Return of Incumbent Employee to Position**

Any position occupied by a Temporary Employee, or Permanent Employee on a temporary basis, shall be assumed by the incumbent of the permanent position upon the incumbent's scheduled return to duty. Notwithstanding the above, with the consent of the Employer, in exceptional circumstances, the incumbent may resume their position before their scheduled return date, by providing the Employer with at least fourteen (14) days advance notice of their intended return date.

- (f) **Treatment when Position Changes to Permanent**

In the event that:

- (i) the incumbent of the Permanent Position does not return to duty; or
- (ii) the Temporary Position is established on a permanent basis, the provisions of Article 15 shall apply.

## **ARTICLE 18 PROBATIONARY PERIOD AND PERFORMANCE APPRAISALS**

### **18.1 Term of Probation**

A new Permanent Employee shall be subject to a “probationary period” of six hundred seventy-five (675) working hours **which shall begin on the date the new Permanent Employee:**

#### **(a) Completes their orientation period; and**

- (i) is registered** as an NP or RN in the general or extended class of registered nurses with CRNMPEI; or
- (ii) is registered or licensed, as applicable, with the registering body for Registered Nurses and Nurse Practitioners in another Province.**

A written performance appraisal will be given upon completion of four hundred and fifty (450) working hours. Upon completion of the probationary period, seniority shall be effective from the original date of employment in the permanent position.

### **18.2 Extension of Probation**

The probationary period may be extended by a maximum of two hundred fifty (250) working hours, provided such extension is considered necessary by the Employer. A written notice of the extension and a copy of a written appraisal, with reasons for the extension, shall be given to the Employee prior to the expiry of the initial probationary period.

### **18.3 Coverage of Collective Agreement**

During their probationary period, Employees shall benefit from all of the provisions in this Collective Agreement, except in respect to discharge.

### **18.4 Performance Appraisal – Casual and Temporary Employees**

A performance appraisal shall be provided upon completion of nine hundred and seventy-five (975) working hours in any combination of casual and temporary employment.

## **ARTICLE 19 SENIORITY**

### **19.1 Calculation of Seniority**

Seniority, as defined in Article 3.16, shall be calculated based upon hours of service. The maximum number of seniority hours an Employee can accumulate in a twelve (12) month period is 1950. Notwithstanding Article 3.16, if an Employee is hired in a permanent position without a break in temporary employment in excess of twenty-eight (28) days, upon completion of the probationary period seniority shall be retroactive to include the period of temporary employment.

### **19.2 Seniority List**

A seniority list of all Permanent Employees covered by this Agreement shall be posted by the Employer before January 31st of each year in a place accessible to all Employees. The list shall include names, classifications, last date of hire in a permanent position and hours of service to the last full pay period on December of the previous year including hours of temporary employment in accordance with Article 3.20. A copy will be sent to the local representative and to the Provincial Union.

### **19.3 Granting of Seniority**

- (a) When an Employee completes the probationary period, the Employee's seniority shall accumulate from the date of employment or as a Temporary Employee in accordance with Article 3.20.
- (b) When a Permanent Employee is filling a Temporary Position, the Employee retains their permanent status and continues to accrue seniority while so employed.

### **19.4 Treatment of Seniority While on Leave**

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 leave of absence. Unless otherwise stated in the Agreement, an Employee on approved leave of absence without pay shall retain, but not accumulate seniority during the period of leave.

### **19.5 Forfeiture of Seniority**

Seniority shall be forfeited by an Employee for any of the following reasons:

- (a) the Employee voluntarily leaves the service of the Employer;
- (b) the Employee is discharged for just cause and not reinstated;

- (c) the Employee is suspended for just cause, in which event the loss of seniority shall be for the period of suspension;
- (d) the Employee is laid off for a period of eighteen (18) months and recall rights have lapsed;
- (e) having been laid off the Employee fails to return to work within two (2) weeks of recall unless they can show a justifiable reason for failure to report to work.

## **ARTICLE 20 HOURS OF WORK**

Unless specified otherwise and indicated by an asterisk (\*), the provisions of the Collective Agreement for eight (8) hour shift Employees shall apply to twelve (12) hour shift Employees.

### **20.1 Regular Hours of Work**

The regular daily hours of work in each shift shall be seven and one-half (7.5) excluding meal period. The regular weekly hours of work shall be thirty-seven and one-half (37.5) averaged over a four (4) week period. The designated meal period shall not be less than thirty (30) minutes each shift.

#### **\* Twelve Hour Shift**

The regular daily hours of work in each shift shall be eleven and one-quarter (11.25) hours excluding a meal period. The regular weekly hours of work shall be thirty-seven and one-half (37.5) hours averaged over not more than a six (6) week period. The designated meal period shall not be less than forty-five (45) minutes each shift.

### **20.2 Meal and Rest Periods**

- (a) For the eight (8) hour shifts, the designated meal period shall not be less than thirty (30) minutes. For twelve (12) hour shifts, the designated meal period shall not be less than forty-five (45) minutes. The meal period will be as close to the middle of the shift as possible and will be taken at a location other than the place of duty.
- (b) The Employer will endeavor to post the meal period for Employees prior to the commencement of the shift. Employees who are not permitted to leave the workstation during the meal period shall be paid at time and one-half (1.5) rate for the meal period.
- (c) Notwithstanding Articles 20.1, 20.2(a) and (b) and 21.1, when an Employee is

the sole Employee in their classification available for work at the worksite during their meal period and is required by the Employer to remain at the worksite, then the Employee shall receive pay for the meal period at the regular rate.

- (d) Each Employee shall receive two (2), fifteen (15) minute rest periods on each shift.
- (e) The meal period and rest period(s) may be combined by mutual agreement between the Employee and their supervisor. (see: Appendix “G” for application of breaks for non-conforming shifts)

### 20.3 **Consecutive Days Off**

Each Employee shall receive two (2) consecutive days off in each week unless otherwise agreed.

### 20.4 **Weekends Off**

Each Employee shall receive every second weekend off.

### 20.5 **Consecutive Work Shifts**

No Employee shall be required to work more than seven (7) consecutive day shifts or more than seven (7) consecutive evening or night shifts without days off.

#### \* Twelve Hour Shift

Employees shall not normally be required to work more than three (3) consecutive twelve (12) hour shifts except in the case where a fourth consecutive shift is necessary to establish a twelve (12) hour shift rotation on that unit. The fourth shift shall not be a twelve (12) hour shift.

### 20.6 **Exceptions to Weekends Off / Consecutive Work Shifts**

Worksites currently not able to meet the requirements of Articles 20.4 and 20.5 shall continue with their existing scheduling practices, and such practices shall not be changed without mutual agreement of the parties.

### 20.7 **Master Rotations**

Wherever possible, master rotations shall be used. Master rotation means fixed schedules to which each Employee is assigned or through which the Employees rotate. When new master rotations are being created, the Employer shall provide impacted Employees with a minimum of six (6) weeks’ notice prior to implementation, in order to permit input from



the Employees. The Employer shall take Employee preferences into consideration when possible and on an equitable basis, operational requirements permitting. Master Rotations shall only consist of eight (8) and twelve (12) hour shifts unless mutually agreed between the Employer, the Union and the Employee.

#### 20.8 **Posting and Changing of Shift Schedules**

- (a) Shift schedules shall be posted in the work unit or, where deemed appropriate by the Union, worksite, at least four (4) weeks in advance of the date the schedule is due to commence. However, shift schedules covering the Christmas-New Year's period shall be posted by November 15th.
- (b) Once a schedule has been posted, no change shall be made to it unless mutually agreed between the Employer and the affected Employee(s).
- (c) The Employees shall be notified at least forty-eight (48) hours in advance of any proposed change. If the Employee does not receive at least forty-eight (48) hours' notice, and works the shift change, the Employee shall be compensated at the overtime rate. If the change requires the Employee to work on a day(s) the Employee was not scheduled to work, the Employee shall be given an alternate day(s) off at a time mutually agreed in addition to the overtime rate. When an Employee works a shift change with less than forty-eight (48) hours' notice and is requested to work overtime beyond the end of the shift, the Employee will receive time and one-half for the first three and three-quarter (3.75) additional hours and double time for all hours thereafter.

#### 20.9 **Shift Distribution, Rotation and Re-Assignment**

- (a) Rotations from one shift to another shall be divided as equally as possible among available Permanent Employees during the term of the Agreement. Employees shall not be required to rotate to more than two (2) shifts (i.e. days/evenings; days/nights). No positions shall be posted for permanent evening or night shifts without the Employer first consulting with the Union except to the extent that the positions currently exist as permanent nights or permanent evenings. Consideration shall be given to requests from an Employee for permanent evening or night duty provided that the granting of such requests shall be subject to periodic evaluation.
- (b) Notwithstanding Article 20.9 (a), in those worksites where staffing requirements do not currently permit a reduction in rotating shifts, Employees shall continue to rotate to three (3) shifts; however, the Employer shall endeavour to reduce the number of rotating shifts to two (2) when revising the Master Rotation and no Employee will be required to rotate to more than two (2) shifts in any given week.

- (c) When the opportunity occurs, as the result of a vacancy, an Employee may, at their request, be assigned to another schedule of equivalent hours on the rotation performing the same function, without being subject to a job competition. If more than one Employee requests reassignment to the same schedule, seniority shall govern. The vacancy shall be posted when all requests have been granted.

20.10

#### **Preference for Days Off**

- (a) Each Employee may state **their** preference with regard to days off before the work schedule is drawn up and consideration shall be given to these preferences wherever they do not conflict with the need to maintain service and adequate levels of staffing. In the case of Employees on a master rotation, the above noted preference shall be limited to vacation, lieu time and rescheduled statutory holidays. When the work schedule is posted, the Employer shall attempt to identify whether or not vacation/lieu time/rescheduled stat holidays have been granted.
- (b) Any requests received after the schedule is posted shall be considered late notice requests and shall be granted where operational requirements permit. The Employer will make every effort to advise the Employee regarding approval or denial as soon as possible in advance of the requested leave date(s).

20.11

#### **Rest Between Shifts**

There shall be at least sixteen (16) hours between shifts unless otherwise agreed to by mutual consent.

\* Twelve Hour Shift

There shall be at least twelve (12) hours between shifts.

20.12

#### **Double Shifts**

An Employee shall not be required to work a double shift without the Employee's consent. All hours worked beyond seven and one half (7.5) hours (eleven and one quarter (11.25) hours) shall be compensated in accordance with Article 21.3 at time and one half and any additional hours worked after fifteen (15) hours shall be compensated at the rate of double time. A rest period of less than eight (8) hours shall not break the hours referenced above.

If the rest period is less than eight (8) hours prior to the Employee's next regularly scheduled shift, and the Employee is required to work, the Employee will continue to be compensated at the overtime rate. If the rest period is less than eight (8) hours prior to the Employee's next regularly scheduled shift, and the Employee chooses to work, the Employee will be compensated at the Employee's regular rate of pay.

20.13      **Exchange of Shifts / Days Off**

Employees may exchange their days off or shifts with the consent of the designated Employer representative. This approval shall not be unreasonably withheld.

20.14      **No Split Shifts**

There shall be no split shifts unless mutually agreed between the Employee and the Employer.

20.15      **Shift and Weekend Premiums**

(a)      **Evening Shifts**

**A shift differential premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid to an Employee for work performed between 1700 hours and 2300 hours, providing the majority of the Employee's shift falls after 1700h.**

(b)      **Night Shifts**

**A shift differential premium of four dollars (\$4.00) per hour shall be paid to an Employee for work performed between 2300 hours and 0800 hours, providing the majority of the Employee's shift falls after 2300h and before 0800h.**

(c)      **Weekends**

A weekend premium of **four dollars (\$4.00)** per hour shall be paid to an Employee for all hours worked between 1900 hours Friday and 0800 hours Monday providing the majority of the Employee's shift falls within this period.

(d)      Notwithstanding Article 56, the weekend premium shall be paid in addition to the shift differential premium.

(e)      Notwithstanding Article 56, the weekend and shift premium shall be paid for each hour worked on a callback if applicable.

(f)      Shift differential and weekend premiums shall, where applicable, be paid in addition to overtime, **unknown shift vacancy premium**, and statutory holiday pay.

20.16      **Daylight Saving Time**

The changing of Daylight Saving to Standard Time, or vice versa, shall not result in Employees being paid more or less than their normal scheduled daily hours, and no overtime shall accrue.

20.17      **Attendance at Educational Workshops**

Attendance at educational workshops, training courses, professional meetings, for a period of not less than six (6) hours shall be considered a full working day, or a complete shift.

\*      Twelve Hour Shift

Attendance at educational workshops, training courses, professional meetings, for a period of not less than six (6) hours shall be considered a seven and one-half (7.5) hour working day. The remaining three and three quarter (3.75) hours may be worked on the same day as the educational workshop, training course, professional meeting or professional meeting days, or will be charged to the Employee's vacation credits or accumulated overtime.

20.18      **Scheduling to Permit Attendance at University**

Shift schedules, wherever possible, shall be rearranged in such a way as to permit Employees access to university courses required in attaining degrees in nursing.

20.19      **Payment for Late Notice Shift Cancellation**

An Employee who comes in to work as scheduled and is sent home because of lack of work shall be paid for the entire shift.

20.20      **Flexible Hours of Work for Non-Shift Employees**

- (a) If an Employee, other than a shift Employee, requests flexible daily hours of work, such request shall not be unreasonably denied where operational requirements permit. The flexible hours worked shall not result in overtime, weekend premium or shift differential payments; **nor shall the flexible hours result in a requirement to work additional hours in excess of the minimum employment guarantee or full-time hours.**
- (b) The Employer may not require employees to work flexible daily hours of work unless mutually agreed between the Employer and the Employee.

20.21      **Line Sharing**

Line sharing is an arrangement which enables a Permanent Employee to reduce their hours of work on a temporary basis and another Permanent Employee, whose schedule and qualifications are compatible, to correspondingly increase their hours of work. All line sharing arrangements must conform to the conditions outlined in Appendix "E".

20.22      **Preference to Extra Shifts for Part-Time Employees**

**Part-time Employees shall be given preference over Casual Employees for extra shifts in their work unit prior to the posting of the shift schedule, unless the shift(s) would place the part-time Employee in an overtime situation.**

20.23      **Summer Hours for Non-Shift Employees**

Summer hours for Employees other than shift Employees shall be determined in consultation with the Union.

20.24      **Extra Shift Leave for Part-Time Employees**

Part-Time Employees who are scheduled for extra shifts less than forty-eight (48) hours in advance are not entitled to sick leave **or paid leave** for these extra shifts.

20.25      **Unknown Shift Vacancies**

**Permanent and Temporary Employees (i.e. excluding casuals) who work extra shifts which are “unknown shift vacancies” at the request of the Employer shall be compensated at their applicable rate of pay plus a premium equal to fifty percent (50%) of the Employee’s regular rate of pay per shift. For the purposes of this Article, only “unknown shift vacancies” shall be eligible for the premium.**

**“Unknown shift vacancies” are those shifts on a schedule that were filled by an employee, and the Employer becomes aware within forty-eight (48) hours of the beginning of the shift that the employee will not be working their scheduled shift. Payment of the premium shall be administered in accordance with Article 21.3.**

**ARTICLE 21 OVERTIME**

21.1      **Definition of Overtime and Rate of Compensation**

- (a)      A Permanent Employee who works in excess of seven and one-half (7.5) hours per day or thirty-seven and one-half (37.5) hours per week averaged over a four (4) week period shall be compensated in accordance with Article 21.3.

**\*      Twelve Hour Shift**

- (b)      A Permanent Employee who works in excess of eleven and one-quarter (11.25) hours per day or thirty-seven and one-half (37.5) hours per week averaged over not more than a six (6) week period shall be compensated in accordance with Article 21.3.

- (c) A Casual Employee who works in excess of seven and one-half (7.5) hours per day or seventy-five (75) hours in a pay period shall be paid at time and one-half (1.5) their hourly rate of pay.

\* Twelve Hour Shift

- (d) A Casual Employee who works in excess of eleven and one-quarter (11.25) hours per day or seventy-five (75) hours in a pay period shall be paid at time and one-half (1.5) their hourly rate of pay.

## 21.2 **Method of Compensation – Payment or Time Off**

Compensation for overtime, either in payment or time off, shall be at time and one-half (1.5) the Employee's applicable hourly rate or, where applicable, double time, as follows:

- (a) All overtime earned outside an Employee's home unit shall be paid out at the applicable hourly rate.
- (b) Overtime hours earned in an Employee's home unit shall, at the request of the Employee, be taken at a time or times mutually agreed upon between the Employee and the Employer. Time off in lieu of overtime must be scheduled and taken or paid out prior to March 31st of the year in which the overtime was worked. Upon written request, the Employee shall be permitted to carry forward to the next fiscal year up to thirty-seven and one half (37.5) hours of overtime earned in their home unit plus any time in lieu leave requested and denied between January and March in the current year to a maximum of twenty-two and one half (22.5) additional hours. Any overtime hours carried forward to the next fiscal year must be used in that fiscal year or be paid out prior to March 31st. Employees may request the carried over hours be paid out at any time prior to March 31st. This article applies to both full-time and part time employees.

## 21.3 **Compensation for Shift Overlap**

Compensation for overtime worked shall not be claimed or received for a period of extra duty of less than fifteen (15) minutes sufficient to provide a reasonable overlap between shifts. The period, as approved by the Employer, may be prior to or immediately following the shift. Where overtime in excess of fifteen (15) minutes is worked, compensation shall be calculated for the entire period.

## 21.4 **Computation to Nearest Half-Hour**

Overtime beyond the limits of Article 21.3 shall be claimed and received by computing to the nearest half-hour.

## 21.5 **Approval for Overtime**

Overtime must be approved by the designated Employer representative(s). For the purpose of applying Article 21.1, in the case of Casual Employees or Part-Time Employees who work in more than one work unit or worksite, the Employee shall indicate to the Employer, prior to acceptance of the shift that the shift will place the Employee in an overtime situation.

## 21.6 **Standby**

- (a) Standby is a condition of employment whereby an Employee is designated by the Employer, to maintain herself/himself available for extra services during a defined period outside of her/his normal hours of work.

Where the Employer intends to introduce standby to a work unit where it is not already a designated requirement, the Employer shall consult with the Union and Employees. The Employer shall provide at least sixty (60) days' notice unless otherwise mutually agreed by the parties.

- (b) An Employee on standby shall receive standby pay for every hour the Employee is required to standby. No compensation shall be granted for the period of standby if the Employee does not report to work when required.

Effective the first full pay period after the signing of this Agreement, standby pay shall be **four** dollars (**\$4.00**) per hour.

- (c) If an Employee on standby is required by the Employer to report for work during the standby period, the Employee shall be paid at the overtime rate plus the standby pay for the scheduled standby hours, unless otherwise specified in the Collective Agreement.
- (d) An Employee who is required to be on stand-by on a holiday, shall be paid seven and one-half (7.5) hours at their regular rate of pay for the day without deduction from their statutory holiday bank. The Employee shall also be reimbursed as per Article 21.6 (b) and 21.7. In situations where the holiday falls on a weekend and as a result is recognized on the Monday following, then this provision shall only apply to Employees scheduled for stand-by duty on the actual holiday.
- (e) Standby shall not be assigned:
  - i) while a Nurse is on vacation leave; or
  - ii) on sick leave.

21.7

### **Call-back**

- (a) Call-back is a condition of employment whereby an Employee, after the Employee has completed their work period and has left their place of work and prior to reporting for their next regular scheduled work period, is called back to work prior to her/his next scheduled work period for a period of non-contiguous overtime. Employees may only be called back to work under this article if they have been designated to be on standby according to Article 21.6.
- (b) An Employee who is called back to work and reports to work will be paid at the overtime rate calculated on the Employee's regular scale for the hours worked, with a minimum of three (3) hours pay for each call back. Following seven and one-half (7.5) consecutive hours of call back work, the rate of pay shall be at double time for each additional hour of contiguous overtime.
- (c) If an Employee is called back to work, the Employer shall reimburse the Employee for actual transportation costs, or necessary kilometer costs at the rate established by Treasury Board and at a minimum of six dollars (\$6.00) per call and a Maximum of twenty dollars (\$20).

21.8

### **No Avoidance of Overtime**

An Employee's schedule shall not be changed solely for the purpose of avoiding compensation to the Employee for overtime.

21.9

### **Requested to Work When Scheduled Off**

When an Employee is scheduled for time off in lieu of overtime and is requested to work without at least forty-eight (48) hours' notice, the Employee shall be compensated at the overtime rate.

21.10

### **Compensation for Remote After Hours Support**

Nurses designated by the Employer to be available by telephone or computer to provide patient care support, shall be recognized as being on standby and shall be compensated for the total actual time spent on the telephone at time and one half (1.5), with a minimum of one (1) hour pay.

An Employee who receives more than one call in a thirty (30) minute period, shall be compensated on the basis of one continuous period. For the purposes of clarity, the following examples explain how this article will be applied:

Example 1 - Employee receives a call at 10:30 that takes ten minutes to complete and a second call that is received at 10:45 that also takes ten minutes to complete. The second call was received within thirty minutes of the first



call and both were completed within thirty (30) minutes. The Employee shall be paid for one (1) hour at the rate of time and a half (1.5).

Example 2 - The Employee receives a call at 10:30. The Employee is off the phone researching an issue relating to the first call and receives a second call on a separate matter at 10:45. The follow-up and resolution of the issues relating to the first and second call took the Employee one (1) hour and fifteen (15) minutes. The Employee shall be paid for one (1) hour and fifteen (15) minutes at the rate of time and one half (1.5).

When “called back” to work, Article 21.7 shall apply.

## **ARTICLE 22 VACATIONS**

### **22.1 Vacation Year**

The Employer shall maintain the presently established vacation year based upon the Fiscal year April 1 to March 31.

### **22.2 Vacation Accumulation**

Effective the first full pay period following the signing of this Agreement, Permanent Employees shall be entitled to annual vacation with pay in accordance with the following:

- (a) less than one (1) year of service – 9.375 working hours for each 162.5 hours worked;
- (b) one (1) year of service to the completion of the fifth (5th) year of service – 9.375 working hours for each 162.5 hours worked (112.5 working hours per year);
- (c) after five (5) years of service to the completion of fifteen (15) years of service – 12.5 working hours for each 162.5 hours worked (150 working hours per year);
- (d) after fifteen (15) years of service to the completion of twenty-five (25) years of service – 15.625 working hours for each 162.5 hours worked (187.5 working hours per year);
- (e) after twenty-five (25) years of service – 19.375 working hours for each 162.5 hours worked (232.5 working hours per year).
- (f) on the twenty-fifth (25<sup>th</sup>) anniversary of employment and every five (5) year anniversary thereafter, an Employee shall be granted one (1) day paid leave on a day mutually agreed, in recognition of their long-standing service.

Year of service shall mean 1950 hours worked.

### 22.3 **Requests Granted by Seniority**

Employees shall be given their choice of vacation according to seniority within their work unit or, where deemed appropriate by the parties, worksite, provided the Employee has identified her/his choice in compliance with Article 20.10 (a).

### 22.4 **Summer Vacation**

- (a) Every effort shall be made to grant vacation in one continuous period. If the Employee wishes, at least two (2) weeks shall be given during the summer vacation period (June 15th - September 15th). Where at least two (2) consecutive weeks are granted, two (2) regularly scheduled days off shall be given immediately preceding or following the vacation unless otherwise agreed.

\* **Twelve Hour Shift**

The Employee shall have their regular scheduled days off either preceding or immediately following their vacation.

- (b) Employees shall submit their request for summer vacation period to their supervisor by March 1st. Vacation dates shall be posted by May 15th each year. Vacation schedules shall be posted by June 1st each year for the summer vacation period and shall not be changed unless mutually agreed by the Employee and the Employer.
- (c) Vacation shall be granted according to the master rotation in effect at the time of the request. In the event that the granting of summer vacation requests, pursuant to Article 22.4 (a), necessitates changes to the master rotation, affected Employees shall be advised of the changes. The Employer will make every effort to accommodate conflicts that result from changes in the master rotation prior to posting of the summer vacation schedule.
- (d) Following the posting of summer vacation schedules, Employees requesting additional time off (vacation, time in lieu and/or stat. holiday time) shall have their requests granted, provided operational requirements permit. Article 20.10(b) in regards to notice of approvals/denials for late notice requests shall apply.

### 22.5 **Public School March Break**

Employees shall submit their vacation request for the public school March Break period to their supervisor by December 30<sup>th</sup>. March Break vacation dates shall be posted by January 31<sup>st</sup> each year.

## 22.6 **Holidays During Vacation**

When a holiday falls within an Employee's vacation period that day shall constitute a holiday and not a day of vacation leave. Should a holiday be declared during an Employee's vacation period, the Employee must return on the regular date. A compensating day will be allowed at a mutually suitable date.

## 22.7 **Illness During Vacation**

(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 within three (3) days of hospitalization or confinement to bed on doctor's orders. The Employee shall have their vacation scheduled at a later date. Under exceptional circumstances, the Employee will be relieved of the obligation to report within three (3) days, pursuant to this clause.

(b) If an Employee becomes ill prior to the commencement of their scheduled vacation period, the Employee is entitled to reschedule their vacation to the extent of the sick leave, provided such illness is supported by a medical certificate.

## 22.8 **Work While on Vacation**

If an Employee is requested to work while on a vacation day or during the summer vacation period, as designated by the Employer, and works, the Employee shall receive pay at double time for all hours worked and shall have the actual vacation day(s) rescheduled.

## 22.9 **Vacation Carryover**

(a) Employees shall be permitted to carry over from one vacation year to the next a maximum of one year's earned vacation plus:

(i) seventy-five (75) hours for full time Employees; or

(ii) seventy-five (75) hours prorated in proportion to time paid for part-time Employees.

(b) An Employee who makes reasonable attempts to take their vacation during the year, but does not receive their requested vacation shall be permitted to carry over or request a payout of their excess vacation. The Employee shall put requests for vacation in writing on the approved vacation leave form and the Employer shall respond to all requests on the same form. Employees shall retain copies of documents showing denied vacation requests.

- (c) Employees who are prohibited from taking annual vacation leave because of maternity/parental leave, long term disability, WCB or extended sick leave shall be allowed to carry forward hours beyond those specified in this Article.

22.10 **Payout of Vacation Upon Termination**

An Employee whose employment is terminated for any reason shall be paid with their final pay an amount equivalent to any vacation which may have accrued to the Employee's benefit in accordance with Article 22.2.

22.11 **Repayment of Vacation Upon Termination**

- (a) An Employee, upon their separation from their Employer, shall compensate the Employer for vacation which was taken but not earned at the time.
- (b) An Employee's estate will not be required to compensate for unearned vacation leave in case of separation due to death of the Employee; or in the case of Permanent Employees, following involuntary separation due to lay-off or permanent disability.

22.12 **Court Proceedings During Vacation**

Where an Employee attends as a witness before the proceedings of CRNMPEI, or before a Court hearing related to their employment during a period of vacation, that time shall be considered time worked. At the Employee's request, that period of vacation may be cancelled and rescheduled at a time mutually agreed.

**ARTICLE 23 HOLIDAYS**

23.1 **Float and Designated Holidays**

- (a) All Full-Time Employees shall receive one day (7.5 hours) paid leave for each of the following holidays each year:

News Year's Day	Thanksgiving
Islander Day	Remembrance Day
Good Friday	Christmas Day
Easter Sunday	Boxing Day
Victoria Day	Floating Holiday
Canada Day	
Labour Day	
<b>National Day for Truth and Reconciliation</b>	
Labour Day	

and all other days as proclaimed by the Provincial or Federal Government.

- (b) The “floating holiday” shall be taken prior to November 30th in each calendar year on a day agreed to by the Employee and the Employer. New Employees, or Employees returning from an approved leave of absence shall be eligible for the “floating holiday” provided they commence or recommence employment no later than August 15th of that calendar year.
- (c) When an Employee is scheduled to work the evening of Christmas Eve and works, the Employee shall receive pay at the rate of time and one-half (1.5). The Employee will not receive an alternate day off for this evening shift. Those Employees who do not work this evening shift, shall not be entitled to a day paid leave. For the purpose of this Article, the evening shift shall apply to work performed between 1700 hours and 2400 hours, providing the majority of the Employee’s shift falls within this time period. The overtime rate shall also apply to those Employees working the night shift on Christmas day (arriving at work the evening of the 24th) for that portion of the shift that occurs on Christmas Eve.

## 23.2

### **Compensation for Work on Statutory Holidays**

- (a) Employees who were scheduled to work on a statutory holiday will have the following options, provided they indicate to their supervisor their preference prior to the next pay period following the holiday:
  - (i) pay the Employee time and one-half for all hours and the Employee shall have the holiday rescheduled; or,
  - (ii) pay the Employee for all hours worked at their regular rate, place half of this time in their time in lieu bank and have their holiday rescheduled.
- (b) For employees scheduled to work Christmas Day:
  - (i) pay the Employee double time for all hours and the Employee shall have the holiday rescheduled; or,
  - (ii) pay the Employee for all hours worked at their regular rate, place equivalent hours in their time in lieu bank and have their holiday rescheduled.
- (c) Overtime shall be at the rate of double time for all hours worked in excess of the Employee’s scheduled shift on all statutory holidays and Christmas Eve (1700 to 2400).

23.3

**Compensation When Not Scheduled to Work**

- (a) If a holiday falls on a Full-Time Employee's scheduled day off, the Employee shall be given an alternate day off within forty-five (45) days. Whenever possible, the alternate day off shall be given immediately preceding or following the Employee's regular days off.
- (b) The alternate day may be scheduled at another time if the Employer and Employee mutually agree. If the alternate day off is not given within forty-five (45) days, payment shall be made at the overtime rate. If the Employee requests that the alternate day be given after the forty-five (45) day period, the overtime rate shall not apply.

23.4

**Christmas-New Year's Scheduling**

- (a) Each Employee shall be granted as a holiday either Christmas Day or New Year's Day off, unless mutually otherwise agreed. Each Employee shall have five (5) consecutive days off, and this period shall include either Christmas Day or New Year's Day. Where this practice is not possible, an alternative shall be worked out between the Employees and the designated Employer representative. An Employee scheduled to work on Christmas Day shall not be scheduled to work New Year's Eve, New Year's Day or the night shift on January 2nd unless mutually otherwise agreed. An Employee scheduled to work New Year's Day shall not be scheduled to work on Christmas Eve, Christmas Day, or Boxing Day. To accommodate staffing over the Holiday season it may be necessary to schedule two (2) consecutive weekends on duty to be preceded or followed by two (2) consecutive weekends off duty.
- (b) The foregoing provision only applies to those Employees who do not receive both Christmas Day and New Year's Day off.
- (c) Employees who request to switch to eight (8) hour shifts for the whole Christmas – New Year's time period shall have their requests granted, where operational requirements permit.

23.5

**Compensation for Working on an Unscheduled Holiday**

- (a) If an Employee is requested to work on a holiday, without at least forty-eight (48) hours' notice, and works, the Employee shall receive pay for that day at the double time rate and the Employee shall have their holiday rescheduled.
- (b) If an Employee is requested to work on Christmas Day or New Year's Day, without at least forty-eight (48) hours' notice, and works, the Employee shall

receive pay for that day at triple the regular hourly rate and the Employee shall have their holiday rescheduled.

**23.6 Compensation for Casuals for Working a Holiday**

Notwithstanding the foregoing provisions, Casual Employees who are requested to work on a holiday, and work, shall be paid for that day at the applicable overtime rate but shall not have the holiday rescheduled.

**23.7 Compensation for Part-Time Employees**

Part-Time Employees are entitled to compensation for statutory holidays, either in time in lieu or pay, on a proportionate basis to time worked. A Part-Time Employee shall have their statutory holidays scheduled at a time mutually agreed between the Employer and the Employee, or pay at the request of the Employee. If the statutory holidays have not been scheduled or paid out prior to March 31<sup>st</sup> of each year, any remaining statutory holiday time shall be paid out on March 31<sup>st</sup> of the fiscal year in which the statutory holidays were earned. Notwithstanding the foregoing, Part-Time Employees may carry over a maximum of eleven and one quarter (11.25) hours of statutory holidays, if requested in writing.

**23.8 Compensation for Work on Rescheduled Holiday**

All statutory holiday time not taken in excess of thirty-seven and a half (37.5) hours prior to March 31 of each fiscal year shall be paid out. Full-time employees may carry over a maximum of thirty-seven and a half (37.5) hours of statutory holidays. Any hours carried over to the next fiscal year must be used in that fiscal year or paid out prior to March 31.

**ARTICLE 24 SICK LEAVE**

**24.1 Purpose for Sick Leave**

Sick leave is provided to enable Permanent Employees to be absent during periods of illness without suffering financial loss of their regular wages.

**24.2 Accumulation of Sick Leave**

- (a) Each Full-Time Employee shall accumulate sick leave credits at the rate of one and one-half (1 ½) working days per month for each calendar month to a maximum of two hundred fifteen (215) working days. Part-time Employees shall accumulate sick leave credits on a prorated basis to time paid.
- (b) Permanent part-time Employees shall be entitled to use their accumulated sick leave credits in the following manner:

(i) For the posted schedules for the current and next consecutive master rotations, accumulated sick leave shall be granted based on guaranteed shifts and any extra pick-up shifts already scheduled.

- (c) Employees with the maximum accumulation of sick leave credits shall continue to earn credits during the current fiscal year at the regular accumulation rate. Such credits may be used for any illness or injury occurring in the current fiscal year. Any surplus over the maximum accumulation will be eliminated at the end of each fiscal year.

#### 24.3 **Computing Credits While on Leave**

For the purpose of computing sick leave accumulation, all leave with pay, including days on which the Employee is absent from work while receiving Worker's Compensation benefits, shall be counted as working days.

#### 24.4 **Reporting of Illness**

In any case of absence due to sickness or accident, the matter must be reported as soon as possible to the designated Employer representative in the worksite.

#### 24.5 **Treatment of Holiday While on Sick Leave**

When a holiday under Article 23 occurs while an Employee is on paid sick leave, no deduction from the accumulated sick leave credits shall be made for that day. When an employee is scheduled to work on a statutory holiday but becomes ill within forty-eight (48) hours of the scheduled shift, the Employee shall be entitled to use their sick leave and shall have the statutory holiday rescheduled.

#### 24.6 **Proof of Illness**

(a) For any reported illness in excess of three (3) consecutive working days the Employee may be required to submit proof of illness. If proof of illness is not submitted when requested, the time absent from work will be deducted from the Employee's salary.

(b) In cases of an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of sickness until such time as the issue has been resolved.

#### 24.7 **Medical Appointments for Employees**

Employees should attempt to book appointments on a day off or during their off duty hours. When this is not possible, sick leave with pay shall be granted to Permanent Employees provided forty-eight (48) hours' notice is given by the Employee (which will



be waived by the Employer if an emergency exists), for the following:

- (a) routine medical and/or dental appointments not to exceed two (2) hours;  
and
- (b) minor medical and/or surgical procedures not to exceed four (4) hours.

24.8 **Confidential Disclosure**

If an employee does not wish to disclose the nature of her/his illness on the sick leave application form, the Employer will accept a separate written or oral statement as to the nature of the illness. Such statements shall be treated as confidential.

24.9 **Illness During Working Hours**

An Employee who becomes ill during working hours and is unable to continue work, and who has completed one-half or more of the shift, shall receive pay for the remainder of the shift or work day at their regular rate of pay without deduction from sick leave once in any fiscal year. The Employee shall be permitted to see a doctor during working hours to determine the seriousness of the illness. The designated Employer representative shall be notified prior to leaving work due to illness.

\* This Article shall also apply to Employees working a twelve (12) hour shift.

24.10 **Addiction Treatment**

Where an illness is considered by the Employer to be caused due to the use of alcohol or other drugs and where the Employee concerned voluntarily selects or is directed to undertake a full treatment and rehabilitation program, the Employee will be granted sick leave with pay in accordance with the Agreement.

24.11 **Medical Appointments Requiring Travel**

Each Employee shall be allowed a sick day(s), or necessary portion thereof, to travel to another area for a medical/dental appointment for the Employee or a member of the Employee's immediate family. In order to qualify the medical/dental appointment must be thirty (30) kilometers or more away from the Employee's place of departure for the appointment (home or work place). A medical certificate shall be provided upon request. This is to be granted as the need arises, and not to exceed twenty-two and one half (22.5) hours per year. Employees should attempt to book appointments on a day off or during their off duty hours.

**Extended Sick Leave**

- (a) Upon the expiry of sick leave, where the Employee establishes that the Employee is unable to work for medical reasons, the Employee shall be provided with leave of absence without pay for the period requested up to a maximum of twelve (12) months. If the Employee returns to work and suffers a reoccurrence, or is required to go out on leave of absence without pay within sixty (60) calendar days of the return to work, the Employee shall be entitled on only one occasion, to an additional four (4) months of leave of absence without pay.
- (b) An Employee granted a leave of absence without pay under Article 24.12(a) shall not be granted an additional leave of absence without pay pursuant to this Agreement. Where medical opinion advises that the Employee will be able to return to work within the next ninety (90) calendar days then the leave of absence without pay shall be extended until the Employee returns or the ninety (90) calendar days has elapsed, whichever is less.
- (c) If at the end of this period the Employee's medical condition is such that the Employee is unable to return to work, then the Employee shall be medically laid off by the Employer. No medical lay-off shall occur before a reasonable accommodation of employment has been explored under Article 26.
- (d) In the event a reasonable accommodation is not available, the Employee shall be medically laid-off and the Employee shall have the option to:
  - (i) Accept the medical lay-off, subject to recall rights pursuant to Article 33.8; or
  - (ii) Apply for severance pursuant to Article 34.6.
- (e) In the event the Employee elects to retain recall rights in Article 24.12(d)(i), the Employee shall be entitled to claim severance at the conclusion of the recall period (Article 33.8(b)) if the Employee has not been awarded or placed in a position. Alternatively, an Employee may elect during the recall period to collect any severance and waive the Employee's right to recall.

**ARTICLE 25 INJURED ON DUTY****Application of the Workers Compensation Act**

All Employees shall be covered by the *Workers Compensation Act*. An Employee prevented from performing her/his regular work with the Employer as a result of an occupational accident that is covered by the *Workers' Compensation Act* shall receive

injury on duty leave without pay for the period the Employee is in receipt of Workers' Compensation Benefits.

## **25.2 Top Up of WCB Benefits by Employer**

Notwithstanding Article 25.1, in the event that the salary of an Employee, at the time of a claim under the Workers' Compensation Act, exceeds the maximum annual earnings established by regulation, the Employer shall, during the period the Employee is in receipt of temporary earnings loss benefits, continue to pay the Employee an amount equal to 85% of net income on a bi-weekly basis on that portion of salary which is in excess of the maximum earnings recognized by the Workers' Compensation Board. The calculation of net pay entitlement shall be made in the same manner as the calculation made by the Workers' Compensation Board.

## **25.3 Continuation of Group Insurance and Pension Contributions**

When an Employee is in receipt of Workers' Compensation Board benefits for a full pay period or more, the Employer will pay, during the period while the Employee is receiving temporary earnings loss benefits pursuant to the *Workers' Compensation Act*, the full costs of the Employee's premiums where the Employee prior to their injury participated in Group Life, Group Medical and Group Long Term Disability Insurance Plans described in Article 12 and will make the Employee's pension contributions.

## **25.4 No Charge against Sick Leave or Vacation**

The absence of an Employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the Employee's sick leave credits or vacation credits.

## **25.5 Continuation of Benefits**

An Employee who is receiving compensation under the *Workers' Compensation Act*, shall continue to earn the benefits of this Agreement, save and except statutory holidays.

## **25.6 Leave with Pay for Missed Portion of Day/Shift**

An Employee who is injured during working hours, and is required to leave for treatment, shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless the attending physician states that the Employee is fit for further work on that shift.

\* This Article shall also apply to Employees working a twelve (12) hour shift.

## **25.7 Duration of Injury on Duty Leave**

Injury on duty leave shall not exceed fifteen (15) months and shall be reviewed at the conclusion of the leave with the Workers' Compensation Board, but if as a result of the review, medical opinion advises that the Employee will be able to return to work within the next three (3) months, then the leave of absence shall be extended for this period. If, as a result of the medical examination, the Employee is found to be physically unfit to carry out the functions of the position the Employee occupies, then the employment of the Employee may be terminated by the Employer. No termination shall occur before alternate accommodated employment has been explored under Article 26. The provisions of Article 34 shall apply for eligible Employees.

## **25.8 Delayed or Rejected Compensation Claims**

- (a) Pending the initial decision of a Workers Compensation claim, a Permanent Employee shall continue on payroll and shall be paid at the level which is equivalent to their entitlement under the *Workers Compensation Act*. When the claim is processed, the Employee agrees to repay the amount equivalent to the amount paid by the Employer pending the processing of the claim. If the claim is not approved, the Employee will be entitled to apply for sick leave, with any required retroactive adjustment to be made to the Employee's sick leave pay or sick bank.
- (b) A Temporary Employee may be eligible for a Workers' Compensation Benefit advance in accordance with (a) if they have sufficient sick leave accrued to cover any possible recapture in the event their Workers' Compensation Benefit claim is denied.

# **ARTICLE 26 DUTY TO ACCOMMODATE**

## **26.1 Duties of Employer**

The Employer acknowledges its duty to accommodate Employees with disabilities in a manner and to the extent required by the Prince Edward Island *Human Rights Act*.

## **26.2 Accommodation Process**

- (a) In exploring accommodation options, the parties shall first determine whether reasonable modification of duties, methods or the work environment will enable the disabled employee to perform the essential functions of their current position.
- (b) Where no reasonable modifications are available, accommodation may include, but not be limited to, reduction of hours of work, change in a work unit or site, provisions of tools or equipment, retraining or reassignment/transfer to a vacant position.

26.3            **Union Involvement**

The Union acknowledges its duty to co-operate and assist the Employer in developing accommodation options for an Employee with a disability. The Employer shall inform the Union of all accommodations which adversely affect other members of the bargaining unit or which require a waiver of a Collective Agreement provision.

26.4            **Cooperation of Employee**

An Employee with a disability seeking accommodation has a duty to co-operate and assist the Employer in developing a suitable accommodation.

26.5            **Priority for Work**

An Employee who has suffered a disability or through advancing years is unable to perform their duties shall be given priority to any available work for which the Employee is qualified and which the Employee is capable of performing, at the wage rate for the position to which the Employee is assigned.

26.6            **Pay Protection for Injuries at Work**

If an Employee who has been injured at work is accommodated by assignment to a position which has a lower pay, the Employee shall continue to be paid at their previous pay rate immediately prior to the injury, for a period of twelve (12) months.

**ARTICLE 27 LEAVE OF ABSENCE**

27.1            **General Leave**

The Employer may authorize leave of absences either:

- (a)        with pay in exceptional circumstances; or
- (b)        without pay,

for reasons other than those stated below. Such leaves will not be unreasonably withheld.

27.2            **Union Leave**

- (a)        Provided the Employer receives forty-eight (48) hours' written notice, leave of absence with pay shall be granted to any Employee elected or appointed to participate in any activities of the Union. The Union shall reimburse the Employer for the wages paid to the Employee. The Employer shall invoice the

Union within sixty (60) days of the end of the month in which the leave occurred. Payment shall be made within thirty (30) days of receipt of the invoice by the Union.

- (b) A representative selected by the Union to represent Employees shall be granted leave of absence with pay to attend meetings with members and the Employer. These meetings may include but not be limited to the investigation of complaints from members, disciplinary actions, processing grievances or attendance at arbitration hearings or other forms of alternate dispute resolution.
- (c) Any Employee who is elected to a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay by the Employer for a period of one (1) term of office. Such leave shall be renewed, on request, should the Employee be elected to a subsequent term(s) of office. Reimbursement for wages and benefits shall follow the process outlined in Article 27.2(a). The Employer is entitled to post for the full term of the Employee's leave of absence.
- (d) Notwithstanding Article 27.4, the seniority of such Employee in Article 27.2(c) shall be retained and accumulated on the basis of hours of service in the position with the Union or affiliated body. In addition, the Employee will be credited with service equivalent to the seniority hours and shall continue to participate in the pension plan and all group benefits in Article 12; however, there shall be no accumulation of benefits during the period of leave.

### 27.3 **Public Office Leave**

The Employer recognizes the rights of Employees to participate in public affairs. Therefore, upon written request, the Employer shall grant leave of absence without pay to enable Employees to be candidates in federal, provincial or municipal elections. If elected, the Employee shall be granted a leave of absence for one (1) full term of office, and the Employer may post the position for the full term of office, notwithstanding the eighteen (18) month limitation in Article 17.1.

### 27.4 **Treatment of Seniority, Benefits and Return to Position**

Unless expressly stated otherwise, when an Employee has been granted a leave of absence without pay the Employee's seniority is retained but not accumulated. The Employee is not entitled to statutory holidays and does not accumulate vacation leave, sick leave or any other benefits measured by length of service. Upon completion of leave, the Employee shall be placed in their former position or, if that position no longer exists, a similar position. If such employment is not available, Article 33 shall apply.

## 27.5 **Notice of Return from Leave**

When the Employee wishes to return to their position, the Employee shall give the Employer advance notice of three (3) weeks. The Employee shall be placed in their former position or, if that position no longer exists, a similar position. If such employment is not available, Article 33 shall apply.

## 27.6 **Court Appearances**

- (a) The Employer shall grant paid leave to Employees, other than Employees on leave without pay, who serve as jurors or are subpoenaed as witnesses in a court action, provided such court action is not in connection with the Employee's or Employee's family's private affairs.
- (b) The Employer may grant special leave without pay in cases where an Employee's private affairs require a court appearance.
- (c) An Employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to the Employee by the court, excepting travelling and meal allowance not reimbursed by the Employer.
- (d) Time spent at court by an Employee in the Employee's official capacity shall be at their regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.

## 27.7 **Family Illness Leave**

Where no one other than the Employee can provide for the needs of an immediate member of the Employee's family during illness, the Employee shall be entitled, after notifying their immediate supervisor, to use a maximum of five (5) days leave with pay per illness to a maximum of fifteen (15) days per year. A medical certificate signed by a qualified medical practitioner is required when the leave exceeds one (1) day per illness. For the purpose of this Article immediate family means:

- (a) the parents, children, spouse; or
- (b) any relative residing in the same household of the Employee.

### \* Twelve Hour Shift

Where no one other than the Employee can provide for the needs of an immediate member of the Employee's family during illness, the Employee shall be entitled, after notifying their immediate supervisor, to use a maximum of three (3) days (33.75 hours) leave with pay per illness to a maximum of nine (9) days (101.25 hours) per year. A medical certificate signed by a qualified medical

practitioner is required when the leave exceeds one (1) day per illness.

In cases of an established pattern of illness, the Employer reserves the right to request a medical certificate for any period of illness.

**27.8 Replacement for Leaves**

Each individual Employee will not be required to secure their own replacement for such leaves.

**ARTICLE 28 EDUCATIONAL LEAVE, IN-SERVICE EDUCATION**

**28.1 Necessity for Staff Development**

The Employer recognizes the necessity of staff development and education and shall grant leaves of absence for educational purposes approved by the designated Employer representative(s) and subject to operational requirements.

**28.2 Leave with Pay for Professional Development**

Employees authorized by the Employer to attend professional or technical provincial meetings and workshops shall be granted leave of absence with pay.

**28.3 Opportunities for Professional Development**

- (a) The parties to this Agreement share a desire to improve professional standards by giving Employees the opportunity on occasion to participate in seminars, workshops, or university courses, short courses or similar in-service programs to keep up to date with knowledge and skills in the respective fields.
- (b) An Employee may at any time apply for professional development under this clause setting out the nature of the proposed program of work along with such other information as may be requested. The Employer's decision shall be based on operational requirements.

**28.4 Mandatory Education**

- (a) Each worksite shall provide in-service education programs focused on the needs of the staff for the improvement of patient care. In those worksites without the services of an in-service educator, the designated Employer representative shall be responsible for the in-service program.
- (b) An Employee attending required education and in-service sessions deemed



mandatory by the Employer shall be paid at the applicable hourly rate such that if these hours place them in an overtime situation, they shall receive pay or time off at the overtime rate, except when such attendance occurs during the Employee's scheduled hours of work. The Employer shall attempt to schedule Employees for mandatory education during the Employee's scheduled hours of work.

- (c) The Employer shall identify in advance the scheduled time for mandatory education and in-service sessions. Employees will be compensated for the scheduled time of the education or the actual time it takes to complete the course, whichever is greater.

#### 28.5 **Return from Educational Leave**

An Employee returning to work from educational leave shall be reinstated to her/his previously held position or, if that position no longer exists, a similar position. If such employment is not available, Article 33 shall apply.

#### 28.6 **Education Fund**

An Education Fund, funded by the Employer, shall be jointly administered by the Education Fund Committee. The monies will be distributed to the Education Fund Committee on the following dates in the following amounts:

July 1, **2021** - \$400,000  
July 1, **2022** - \$400,000  
July 1, **2023** - \$400,000  
July 1, **2024** - \$400,000

**The Education Fund Committee shall provide the Employer and the Union with a quarterly report detailing the educational courses applied for, the educational courses approved by the Committee, the amount paid for each Employee course and work area of the Employee, the total amount of the Fund spent for the year to date, the amount of money remaining in the Fund, and such other information as either party may reasonably request.**

### **ARTICLE 29 MATERNITY / PARENTAL / ADOPTION LEAVE**

#### 29.1 **Employer to Grant Leave**

The Employer shall grant to an Employee a leave of absence without pay for a period of up to **seventy-eight (78)** consecutive weeks as maternity, parental leave **or adoption leave** in accordance with the *Employment Standards Act*.

## 29.2 Sick Leave During Pregnancy

Sick leave as per Article 24 will be granted to an Employee for medical complications associated with the Employee's pregnancy excluding normal delivery.

## 29.3 Notice to Employer

**For maternity and parental leave, an Employee shall notify the Employer of the anticipated commencement date of their leave, and the total amount of leave to be taken, not later than the twentieth (20<sup>th</sup>) week of the pregnancy.**

**For leave related to an adoption or legal guardianship, the Employee shall advise the Employer as soon as reasonably possible of the anticipated date of commencement of their leave and the total amount of leave to be taken.**

## 29.4 Early Commencement of Leave

The Employer retains the right to require an Employee to commence maternity leave if the state of the Employee's health becomes incompatible with the requirements of their job, provided the Employer is not able to find the Employee suitable alternate temporary employment.

## 29.5 Supplements to Employment Insurance Benefits

The parties agree that Supplements to Employment Insurance (EI) for maternity, parental or adoption leave will be provided to permanent Employees who are presently on or who commence maternity, adoption or parental leave on or after the ratification date of this agreement. The Supplements to EI will be provided as follows:

- (a) An Employee who provides the Employer with proof that the Employee has applied for and is eligible to receive maternity, **parental or adoption benefits** under the provisions of the *Employment Insurance Act* shall be paid an allowance for fifteen (15) weeks, **determined in accordance with paragraph (c) below.**
- (b) If both parents are Employees, the maximum entitlement period to either one or both parents shall not exceed fifteen (15) weeks.
- (c) **For employees who take fifty-two (52) weeks or less of maternity, parental or adoption leave,** the allowance shall be equivalent to the difference between the weekly EI benefits the Employee is eligible to receive and eighty-five percent (85%) of the Employee's weekly rate of pay, less any other earnings, less any other earnings received by the Employee during the benefit period which may result in a decrease in the EI benefits to which the Employee would have been eligible if no other earnings had been received during the period.

**For Employees who take maternity, parental leave or adoption of greater than fifty-two (52) weeks and up to seventy-eight (78) weeks the allowance shall not be greater than the allowance that would be paid to the Employee for a period of maternity, parental leave or adoption of fifty-two (52) weeks or less.**

- (d) The weekly rate of pay for a Part-Time Employee will be the average weekly salary earned in the twenty (20) week period prior to commencement of the EI claim.
- (e) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the Supplements to EI will be increased accordingly.

**29.6 Special Leave for Parent**

On the occasion of the birth or adoption of their child an Employee shall, upon request, be granted special leave with pay to a maximum of two (2) days.

**\* Twelve Hour Shift**

On the occasion of the birth or adoption of their child an Employee shall, upon request, be granted special leave with pay to a maximum of two (2) days (22.5 hours).

This leave is intended for the parent who does not claim the benefits in Article 29.5(a).

**29.7 Continued Accumulation of Seniority**

An Employee who is granted maternity, parental or adoption leave shall continue to accumulate seniority on the basis of such Employee's normally scheduled hours of work.

**29.8 Placement Upon Return From Leave**

An Employee returning to work from leave granted under this Article shall be placed in **their** former position or, if that position no longer exists, a similar position. If such employment is not available, Article 33 shall apply.

**29.9 Cost Sharing of Benefits while on Maternity, Parental Leave or Adoption**

**An Employee who has been granted a leave of absence without pay pursuant to this Article shall continue to be eligible for cost sharing of group insurance premiums for up to fifty-two (52) weeks.**

**29.10 Any other benefits or entitlements of the Collective Agreement provided to Employees on maternity, parental leave or adoption shall not extend beyond fifty-two (52) weeks, notwithstanding the length of the leave taken.**

## ARTICLE 30 COMPASSIONATE LEAVE AND COMPASSIONATE CARE LEAVE

### 30.1

#### Leave in the Event of the Death of a Loved One

- (a) An Employee shall be granted five (5) regularly scheduled consecutive work days leave, provided the days are taken within seven (7) days of the death, without loss of pay and benefits in the case of the death of the following members of the Employee's immediate family:
  - parent or step-parent (parent includes a natural parent, guardian, foster parent and any person(s) standing in *loco parentis*);
  - spouse;
  - child, step-child or ward of Employee, including the child of a common-law spouse; or,
  - grandchild, grandparent.
- (b) An Employee shall be granted three (3) regularly scheduled consecutive work days leave, provided the days are taken within seven (7) days of the death, without loss of pay and benefits in the case of the death of the following members of the Employee's immediate family:
  - brother, sister, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or any relative permanently residing with the Employee.
- (c) In Articles 30.1(a), and (b) if an Employee is on vacation leave at the time of bereavement, the Employee shall be granted compassionate leave and be credited the appropriate number of days to vacation leave.

\* Twelve Hour Shift

The maximum regularly scheduled consecutive work days leave in this Article shall be thirty-three and three quarter (33.75) hours.

- (d) Where there are exceptional circumstances, or where a funeral or memorial/burial service is to take place in a distant area and travel time is required, a further extension not exceeding two (2) working days with pay may be granted on request by the Employee.

\* Twelve Hour Shift

The further extension referred to above shall not exceed one (1) day (11.25 hours).

- (e) One (1) day shall be granted with pay to attend the funeral or memorial/burial service of an aunt, uncle, nephew, niece, great-grandchild or great-grandparent,

or in the case of an Employee scheduled to work nights, for the purpose of resting prior to or after attending the funeral or memorial/burial service.

\* Twelve Hour Shift

One (1) day (11.25 hours), shall be granted with pay to attend the funeral or memorial/burial service of an aunt, uncle, nephew, niece, great-grandchild or great-grandparent, or, in the case of an Employee scheduled to work nights, for the purpose of resting prior to or after attending the funeral or memorial/burial service.

- (f) In exceptional circumstances, or in the event a memorial/burial service is to take place at a later date, upon request, an Employee shall be permitted to carry over one (1) day from their granted leave under this Article.
- (g) One-half (½) day shall be granted, without loss of pay and benefits, to attend a funeral or memorial/burial service as a pallbearer, flower bearer or reader. Wherever possible, the remainder of the shift shall be granted as time off in lieu at the request of the Employee.

## 30.2

### **Leave for Seriously Ill Family Member**

- (a) One (1) day's special leave with pay for serious illness in the immediate family as in Article 30.1 (a) and (b), on the Employee's certification of illness shall not be unreasonably withheld. Where special leave in excess of one (1) day is needed, a medical certificate signed by a qualified medical practitioner is required. Maximum to be allowed is three (3) days without loss of pay. Where the illness occurs outside the province, an additional extension not to exceed two (2) days provided that entitlement shall depend on particular circumstances.

\* Twelve Hour Shift

One (1) day (11.25 hours) special leave with pay for serious illness in the immediate family as in Article 30.1 (a) and (b) on the Employee's certification of illness shall not be unreasonably withheld. Where special leave in excess of one (1) day is needed, a medical certificate signed by a qualified medical practitioner is required. Maximum to be allowed is two (2) days (22.5 hours) without loss of pay. Where the illness occurs outside the province, an additional extension not to exceed one (1) day (11.25 hours) provided that entitlement shall depend on particular circumstances.

- (b) Leave of absence without pay for compassionate care reasons shall be provided according to the *PEI Employment Standards Act*.

## **ARTICLE 31 ADVERSE WEATHER CONDITIONS**

### **31.1 No Closure Due to Storm**

The Employer will not be closed due to storm conditions, and as such, all Employees are expected to report for duty and remain at their work stations without exception.

### **31.2 Time Lost Due to Absence or Lateness**

Time lost by an Employee as a result of absence or lateness due to storm conditions or because an Employee finds it necessary to leave prior to the end of the normal day or shift must be:

- (a) made up by the Employee at a time agreed upon between the Employee and the Employee's immediate supervisor; or
- (b) charged to the Employee's vacation, accumulated overtime, or holiday time should such an entitlement exist; or
- (c) otherwise deemed to be leave without pay,

### **31.3 Similar Treatment for All Employees**

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

### **31.4 Reasonable Lateness**

Notwithstanding Article 31.2, reasonable lateness of an Employee for time spent actually in transit to the workplace shall not be subject to the provisions of Article 31.2, where lateness is justified by the Employee being able to establish to the satisfaction of the Employer that every reasonable effort has been made by the Employee to arrive at the Employee's work station at the scheduled time. No arbitrary limits shall be placed on reasonable lateness. Where an employee is unable to report for work at the Employee's normal start time due to weather conditions, the Employee will monitor the weather conditions and will report for work as soon as reasonably possible.

### **31.5 Management Responsibilities for Worksites**

- (a) The Employer shall ensure that entrances and exits at worksites and parking lots are cleared during times of inclement weather, to permit employees to safely exit and/or enter their worksites at all times;
- (b) The Employer shall ensure that sufficient provisions are available at all times and are accessible to Employees who become storm stayed at worksites, including, but not limited to food, water, and blankets/beds.

### **31.6 Inaccessible Worksite**

An Employee who goes to their worksite and is unable to access the building due to storm conditions shall be paid for the hours within their shift that the building remains inaccessible.

### **31.7 Adverse Weather Pay for Staying at Workplace**

- (a) **Where the Employer determines that there is or may be an adverse weather event and the Employer wishes to have Employee(s) report to and remain at a Health PEI facility outside of their regularly scheduled hours of work to be available for their next shift, the Employer may request Employee(s) to report to a Health PEI facility for specific periods of time.**

**An Employee who reports to and remains at a Health PEI facility for the specified period of time, will be paid at fifty percent (50%) of their regular hourly wage rate for the time spent at the facility when they are not working. There shall be no premiums paid for time spent at a Health PEI facility pursuant to this Article nor shall the time spent at a Health PEI facility be considered as hours worked for the purpose of calculating any premiums or collective agreement benefits, such as overtime.**

- (b) **To receive the payment in (a) above, the Employee must spend the entire time period identified by the Employer in (a) above at the Health PEI facility and must report to work for their next shift.**
- (c) **The Employer will use its best efforts to provide meals and accommodations for Employees who are requested to report to and remain in a Health PEI facility in (a) above.**
- (d) **For Employees who have not been requested by the Employer to stay at a Health PEI facility in (a) above, but who wish to stay at a Health PEI facility outside of their regularly scheduled hours of work for the purpose of ensuring they can report to their next shift, the Employee must seek the permission of their Manager or designate to do so. Employees permitted by their Manager or designate to stay at a Health PEI facility pursuant to this paragraph, will not receive the pay in (a) above, but the Employer will use its best efforts to provide meals and accommodations to such Employees.**

## **ARTICLE 32 RESIGNATION FROM EMPLOYMENT**

### **32.1 Notice of Resignation**

All Employees shall give the Employer as much notice as possible of their intention to resign, which shall be at least a minimum of four (4) calendar weeks written notice. This time limit may be varied by mutual agreement between the Employee and the Employer.

### **32.2 Benefit Reinstatement upon Re-employment**

When a Permanent Employee resigns from their employment with the Employer and within ninety (90) days is re-employed in a permanent position with the Employer, the Employee will be entitled to reinstatement of the following benefits:

- (a) salary step earned and increment date;
- (b) accumulated sick days;
- (c) accumulated retiring allowance days; and
- (d) length of vacation entitlement.

## **ARTICLE 33 LAYOFFS AND RECALL OF EMPLOYEES FROM PERMANENT POSITIONS**

### **33.1 Definition of Layoff**

Layoff shall mean:

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

- (a) a lack of work;
- (b) a reduction or a discontinuation of a service or services; **or**
- (c) a medical lay-off.

In the event of a medical layoff, Article 33.4 does not apply and in Article 33.5 the Employee may only elect subsections (b) or (c).

### **33.2 Workforce Adjustment Committee**



In the event of layoff of Employees, the Employer and the Local(s) shall form a Workforce Adjustment Committee to establish and implement, in consultation with the Union, such procedures as deemed necessary.

33.3      **Role of Seniority**

Employees shall be laid off in the reverse order of their seniority, provided the Employees retained are qualified to do the work. Employees shall be recalled to work in order of their seniority, provided they are qualified to do the work.

33.4      **Notification of Layoff**

The Employer shall notify Employees to be laid off not less than forty-five (45) calendar days before the layoff is to be effective. If any Employee laid off has not had the opportunity to work forty-five (45) calendar days after notice of lay-off, payment shall be made in lieu of work for that part of forty-five (45) calendar days during which work was not made available.

33.5      **Employee Options**

An Employee who has received notification of layoff may elect to:

- (a)      displace (bump) an Employee with less seniority in the same or lower paid classification, provided the Employee is qualified to do the work, and shall notify the Employer and the Local of their decision to do so within ten (10) working days of the layoff notice; or,
- (b)      apply for severance pay and waive the right to recall; or,
- (c)      accept layoff with recall rights; or
- (d)      accept transfer to a vacant position; or
- (e)      retire, if eligible.

33.6      **Displacement (Bumping)**

The Employer shall provide any Employee who exercises bumping rights with written notice of transfer to their new position. Any Employee displaced by such transfer shall be provided with written notice of layoff in accordance with Article 33.4.

33.7      **Red Circling (Pay Rate Protection)**

When an Employee bumps [33.5 (a)] or transfers [33.5 (d)] into a position with a lower

maximum rate of pay, the Employee shall continue to receive their previous rate of pay until such time as the maximum rate of pay for the new position exceeds the Employee's rate of pay at the time of bumping or transfer.

33.8

### **Recall Rights**

- (a) A Permanent Employee who elects to accept a lay-off with recall rights [33.5 (c)] shall be placed on the recall list for eighteen (18) months from the effective date of the layoff.
- (b) An Employee who is medically laid off as a result of illness or injury pursuant to Article 24.12 shall be eligible to have their name placed on the recall list for a period of eighteen (18) months from the date the Employee indicates that they are capable of returning to work. Such indication must be received by the Employer within two (2) years from the date of the medical lay-off. The provisions of Article 26 (Duty to Accommodate) shall apply to a medically laid-off Employee on recall.
- (c) Employees on recall are entitled to apply for any job vacancy arising out of a job posting.
- (d) No Employee without permanent status will be hired until those on recall have been given an opportunity for re-employment in positions for which they are qualified.
- (e) Permanent Employees on layoff shall have first right of refusal to any available casual work. A laid off Employee recalled for temporary or casual work shall not be entitled to further notice of layoff but shall have the full recall period renewed. Such Employee shall accrue seniority and any benefits measured by length of service for all hours worked in temporary work or casual shifts.
- (f) Employees with recall rights are entitled to the benefits of Article 12.1 and 12.2 of the Collective Agreement.
- (g) Recall rights will lapse if the layoff lasts more than eighteen (18) months, unless renewed pursuant to Article 33.8(e).

## **ARTICLE 34 SEVERANCE PAY**

34.1

### **Entitlement**

- (a) Severance pay shall be paid to eligible Employees who have five (5) or more years of continuous service when their employment is terminated by or because

of layoff as outlined in Article 33.1. Payment will be made following the completion of the eighteen (18) month recall period or at any time during the eighteen (18) month period provided the Employee waives their right to recall.

For the purpose of this Article, continuous service means calendar years of uninterrupted employment in a permanent position with the Employer; and

- (b) Severance pay shall be paid to eligible Employees who have five (5) or more years of service when their employment is terminated by reason of death.

#### 34.2 **Calculation**

Severance pay shall be calculated on the basis of seventy-five (75) hours pay for each nineteen hundred and fifty (1950) hours of service to a maximum of nine hundred and seventy-five (975) hours.

#### 34.3 **Not in Addition to Retirement Allowance**

Severance pay is not payable in addition to Retirement Allowance as provided in Article 35 of this Agreement.

#### 34.4 **Right to Defer for Tax Purposes**

An Employee who is eligible for severance pay may choose to immediately receive payment or defer receipt until the beginning of the next tax year.

#### 34.5 **Claimant in Death Situation**

If severance pay is granted because of death of an Employee, the severance pay shall be paid to the Employee's estate.

#### 34.6 **Severance on Layoff Due to Disability**

An Employee with continuous service of ten (10) years or more who requests, or is required by the Employer to discontinue employment, and cannot be accommodated under Article 26 of this Collective Agreement, for reasons of permanent disability or permanent ill health, shall be granted severance where:

- (a) The parties mutually agree;
- (b) An Employee is permanently disabled and is unable to return to work. Where permanent disability or permanent ill health of an Employee has been established under the *Workers' Compensation Act* or the *Canada Pensions Act*, the Employee shall be deemed to be eligible for severance; or

- (c) The Employee has been terminated pursuant to Articles 24.12 or 25.8.

## **ARTICLE 35 RETIREMENT AND RETIREMENT ALLOWANCE**

### **35.1 Ability to Retire**

- (a) An Employee may retire under the terms of the applicable pension plan.

#### **Ability to Draw Pension**

- (b) Employees who have retired may simultaneously draw pension benefits and work as Casual or Temporary Employees, subject to the terms and conditions of the pension plan.
- (c) **Employees are encouraged to provide as much notice as possible to the Employer of their intention to retire, and in any event, not less than four (4) weeks of written notice before their intended retirement date.**

### **35.2 Entitlement to Retirement Allowance**

A Permanent Employee who, upon retirement, has ten (10) years or more of continuous service and has attained the age of fifty-five (55) years, is eligible for retirement allowance.

For the purpose of this Article continuous service means calendar years of uninterrupted employment in a permanent position with the Employer.

### **35.3 Calculation**

The Employer shall pay the Employee retirement allowance equal to thirty-seven and one-half (37.5) hours for each nineteen hundred fifty (1950) hours of service but not exceeding nine hundred seventy-five (975) hours pay at the regular rate of pay.

### **35.4 No Retirement Allowance for Dismissal or Resignation**

No retiring allowance shall be granted under this Article to an Employee who is dismissed or resigns from the employ of the Employer.

### **35.5 Payment to Estate**

Retirement allowance, if uncollected by the Employee, will be paid to the beneficiary or estate.

### 35.6 **Deferral for Taxation Purposes**

An Employee who is eligible for retirement allowance may elect to immediately receive it or defer receipt until the beginning of the next calendar year, but receipt may not be deferred beyond the end of the fiscal year in which the amount is payable.

### 35.7 **Pre-Paid Retirement Leaves**

- (a) A Permanent Employee who has ten (10) or more years continuous service, has attained the age of fifty-five (55) years and who would be eligible for retirement allowance may, subject to approval, use their accrued retirement allowance towards a maximum of three (3) paid pre-retirement leaves. Each leave shall be for a maximum of twenty (20) working days. Employees must make an advance application for approval of a pre-retirement leave. Once retirement allowance credits are used, the Employee cannot earn any additional retirement allowance credits.
- (b) The granting of such leaves shall be subject to the Employer being able to replace the Employee in their absence. Any leave accessed under this provision shall reduce the retirement allowance ultimately paid to the Employee on a day for day basis.
- (c) In the event that an Employee fails to qualify for retirement allowance upon termination of employment, any monies paid under this section shall be reimbursed to the Employer.

## **ARTICLE 36 SAFETY AND HEALTH**

### 36.1 **Adherence to *Occupational Health and Safety Act***

The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The Employer and the Union will adhere to the *Occupational Health and Safety Act* to ensure the safety and health of all Employees. Protective devices, equipment, clothing and appropriate training shall be provided by the Employer where required by the Act. It is mutually agreed that the Employer, Employees and the Union shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.

### 36.2 **Preventative Measures for Infectious Diseases**

The Employer shall implement appropriate preventative measures for those Employees in contact with known infectious diseases where medically necessary. The Employer will ensure that adequate stocks of appropriate personal protective equipment are available to Employees at short notice in the event there are reasonable indications of the emergence

of a pandemic.

36.3           **Joint Health and Safety Committees**

The Union shall be entitled to select a representative to each Joint Health and Safety Committee established and time spent by such representative at meetings, or in the performance of any other committee functions, shall be considered time worked at the regular rate of pay.

**ARTICLE 37 PROFESSIONAL PRACTICES COMMITTEE**

37.1           **Establishment of Committees**

The Employer and the Union agree to the establishment of Professional Practices Committees. The parties acknowledge that such Committees shall be established on a worksite basis except where otherwise agreed.

37.2           **Composition of Committee**

The Committee shall be composed of the Local President and/or worksite representative and one or more representatives of the worksite and the Director of Nursing or designate and one or more representatives of administration as required. Each party shall appoint its own representatives to the Committee. The Local President or worksite representative and the Director of Nursing or designate shall alternate as Chair of the Committee.

37.3           **Purpose of Committee**

The purpose of the Committee shall be to discuss all matters of concern between the parties. It is recognized that these concerns may be raised through verbal presentation and/or written documentation.

37.4           **Professional Responsibility Forms**

Nursing staff, as individuals or groups, who believe they cannot adequately and safely care for patients because of the workload may file a **Professional Responsibility Form** (see Appendix “N”) by fully completing the appropriate form and delivering a copy to the appropriate supervisor within one (1) week of the situation occurring. The appropriate supervisor shall acknowledge receipt in writing within one (1) week. The completed **Form** shall be forwarded to the Local President or worksite representative in a timely manner. The Committee shall consider the report and make recommendations.

37.5           **Responsibilities of Committee**

The Committee shall be responsible for:

- (a) defining problems;
- (b) developing viable solutions to such problems;
- (c) recommending the proposed solutions to the appropriate authority;
- (d) evaluating the outcomes.

37.6

**Procedures of Committees**

- (a) The Committee shall meet on a regular basis as determined by the Employer and the Local President or worksite representative and any other time at the call of either party.
- (b) This Committee shall be advisory in nature and shall not substitute for staff or management meetings or the normal lines of communication in effect.
- (c) Minutes shall be kept of all meetings and copies shall be provided to the applicable Local President by the Union Representative on the Committee.
- (d) The Committee shall communicate a written response to any Employee(s) who files a Work Situation report. The committee will endeavour to provide a response within one hundred and twenty (120) days following the date the report was completed by the Employee.
- (e) Unresolved issues from previous meetings of the Committee shall be highlighted and reviewed at the next meeting of the Committee.
- (f) In the event that an issue(s) remains unresolved after three (3) meetings of the Committee, either party may request and shall have the right to present the issue(s) to the Director responsible for the facility or service. The Union shall be notified of any unresolved issues by the Union Representative on the Committee.
- (g) The Director responsible for the facility or service shall reply to the Committee in writing within thirty (30) days specifying the action(s) it is prepared to take in respect of the issue(s) referred. A copy of the reply shall be provided to the Union by the Union Representative on the Committee.
- (h) Time spent by Employees at meetings and in carrying out the functions of the Committee shall be considered time worked, and shall be cost shared equally between the parties.

### **37.7 Appropriate Staffing Levels**

The Employer agrees to ensure appropriate staffing levels to provide safe and effective care to patients/residents and to secure a safe working environment for Employees.

## **ARTICLE 38 CORRESPONDENCE**

- 38.1 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the CEO of Health PEI or delegate of the Employer and the President or delegate of the Union.

## **ARTICLE 39 RESPONSIBILITY FOR CONTINUANCE OF OPERATIONS**

### **39.1 No Strike**

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 **their** work or picketing or otherwise interfering with the Employer's business.

### **39.2 No Lockout**

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

### **39.3 Attendance at Work**

The Union agrees to cooperate with the Employer in securing punctual and regular attendance at work.

## **ARTICLE 40 MERGER AND AMALGAMATION**

### **40.1 Notice to Union – Merger with Another Employer**

Should the Employer merge, amalgamate or combine any of its operations or functions with another Employer not a party to this agreement as a result of an Order in Council, Statutory Enactment or Regulatory Enactment, the Employer agrees to give the Union notice in writing one hundred and eighty (180) days prior to implementation of same.

### **40.2 Notice to Union – Merger Between Worksite/ Work Unit**

- (a) Should the Employer merge, amalgamate, transfer or combine any of its operations or functions from one worksite to another, the Employer agrees to



give the Union notice in writing sixty (60) days prior to the implementation of the above.

- (b) Should the Employer merge, amalgamate, transfer or combine any of its operations or functions from one work unit to another in a manner that has a material impact on the Employees, the Employer agrees to give the Union notice in writing sixty (60) days prior to the implementation of the above.

#### 40.3 **Discussions Between Parties – Affected Employees**

Discussion between the parties will commence within ten (10) days of receipt of such notice by the Union and every reasonable effort will be made to provide continuous employment in their previous classification, for Employees affected in the bargaining unit. In the event that such takeover is:

- (a) in accordance with Article 40.1, any Employee affected shall, on the basis of qualifications and seniority, be offered alternate employment in their previous classification, if available, with their present Employer or with the Employer assuming the operations and functions;
- (b) in accordance with Article 40.2, any Employee affected shall, on the basis of qualifications and seniority, be offered alternate employment in their previous classification, if available, in their present work site or in the work site assuming the operations or functions; and,
- (c) if alternate employment under (a) or (b) is not available, the lay-off shall be in accordance with Article 33.
- (d) If as a result of changes initiated under Article 40.1 or 40.2 an Employee is required to transfer from one worksite to another, the provisions of Article 16.2 (Transfer Article) shall apply.

### **ARTICLE 41 EMERGENCY**

41.1 All Employees covered by this Agreement shall report to duty when an emergency has been declared by the CEO of Health PEI or delegate. Emergency shall mean any situation where the good and welfare of the patients/clients require such measure or where the community is threatened.

41.2 Participation in the Disaster Plan Exercises organized by the Emergency Measures Organization or the Employer shall be considered a responsibility of both the Employer and its Employees as a matter of good citizenship in the public interest. Employees who are not on duty when the exercise occurs are expected to volunteer their services for this purpose. No disciplinary action shall be taken against any Employee as a result of the

wording of this Article.

## **ARTICLE 42 DRESSING ROOMS**

- 42.1 Adequate dressing rooms with standard size lockers and sitting areas shall be provided if the physical facilities permit.

## **ARTICLE 43 PARKING**

- 43.1 The parties agree that parking fees for Employees shall not be implemented during the term of this Agreement.

## **ARTICLE 44 MEETINGS AT WORKSITES**

### **44.1 Union Meetings**

Permission may be granted by the Employer for Union meetings to be held at the Employer's worksites.

### **44.2 Union Education Functions**

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, or lectures to be held during the Employee's lunch period or following the regular work day.

## **ARTICLE 45 BULLETIN BOARDS**

- 45.1 Designated bulletin board(s) shall be made available for the posting of Union notices.

## **ARTICLE 46 EMPLOYER-EMPLOYEE BARGAINING COMMITTEE**

### **46.1 Committee Representatives**

The Union and the Chair of the Employer's Negotiation Committee shall advise each other of the members selected to their respective Committees at least thirty (30) days prior to the date on which negotiations are to commence. The number of Employees on the Union's Negotiating Committee shall not exceed eight (8) plus the PEINU President and Executive Director.

46.2           **Attendance at Bargaining Meetings**

The Employees designated pursuant to Article 46.1 shall have the right to attend all bargaining meetings with the Employer with pay. Each day at the bargaining table shall be considered seven and one-half (7.5) hours worked.

**ARTICLE 47   DISCIPLINE**

47.1           **Just Cause Necessary**

No Employee who has completed the probationary period shall be disciplined except for just cause.

47.2           **Access to Union Representation**

When an Employee is requested to meet with the Employer or designate on a matter that will probably lead to discipline of that Employee, the Employer or designate will inform the Employee of the right to have a Union Representative present. Where administratively feasible, the Employee shall be given not less than twenty-four (24) hours notice of such meeting.

47.3

- (a)      Any disciplinary suspension or discharge of a Permanent Employee or a suspension of a Temporary Employee must occur within twenty (20) working days of the event(s) giving rise to such discipline or of the date the Employer first becomes aware of the event(s). In the event these time lines are not followed, no discipline shall be instituted or such discipline shall be withdrawn, whichever is appropriate and this discipline shall not become part of the Employee's work record or used against the Employee. The Employee shall be given the reason for the discipline and provided with a written copy of same in the presence of a Union Representative and the Union shall receive a copy within seven (7) working days thereafter.
- (b)      In the event that the Employer determines that a Casual Employee shall no longer be called for work, the Employee shall be notified in writing of the reason within twenty (20) working days of the Employer's decision, with a copy to the Union.
- (c)      In the event a Temporary Employee is discharged from a temporary position, the Employee shall be notified in writing of the reason within twenty (20) working days of such discharge, with a copy to the Union.
- (d)      In the event the Employer deems it necessary to censure an Employee with a written reprimand, the Employer shall within twenty (20) working days

thereafter, give written particulars to the Employee, with a copy to the Union. If this procedure is not followed, such expression of dissatisfaction shall not become part of the Employee's work record or be used against the Employee at any time. The Employee shall have the option of providing a written reply. The Employee's reply to such reprimand shall become part of the Employee's record.

#### 47.4 **Unjust Suspension or Discharge**

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

#### 47.5 **Personnel Files**

- (a) There shall be only one (1) recognized personnel file for each Employee.
- (b) The record of any Employee shall not be used against the Employee at any time after eighteen (18) months following the serving of a suspension or disciplinary action, including letters of reprimand, provided no further disciplinary action has been recorded during this period.
- (c) Upon the expiration of the eighteen (18) month period and, upon the Employee's request, any disciplinary letter shall be removed from the personnel file.
- (d) An Employee has the right, after making an appointment and during regular working hours, to review their personnel file.

#### 47.6 **Notification of Disciplinary Documents**

No notice of disciplinary action shall be placed in an Employee's personnel file without the Employee being given an opportunity to read its contents and receive an exact copy.

#### 47.7 **Computation of Days**

For the purpose of this Article, working days shall exclude weekends and statutory holidays.

## **ARTICLE 48 GRIEVANCE PROCEDURE**

### **48.1 Application**

These procedures are designed to provide an orderly system for resolving disputes between the Employer and Employees and/or the Union. They apply to all Employees covered by this agreement, except a Probationary Employee will not be permitted to file a grievance to arbitration against rejection during the probationary period. An Employee may only process a grievance with the approval of the Union.

### **48.2 Definitions**

- (a) “Days” mean calendar days, excluding weekends and statutory holidays;
- (b) “Grievance” means any dispute arising out of the interpretation, application, administration and/or alleged violation of the Collective Agreement or any case where an Employee is appealing a financial penalty.

### **48.3 Designated Representatives**

- a) The Employer shall designate a representative at each level of the grievance process and shall advise the Union of the names and titles of these representatives.
- b) The Union shall provide the Employer with a list of worksite representatives authorized to assist Employees in the grievance process.

### **48.4 Grievance Process**

Both parties recognize the benefit of dealing with disputes as quickly as possible and shall make an earnest effort to settle such disputes promptly and fairly in the following manner:

#### **(a) Step I – Grievance Meeting**

Within twenty (20) days of the known grievance, the aggrieved Employee, with a Union representative, shall meet with the Employer’s designated Step I representative or delegate in an attempt to resolve the dispute. The Employer shall provide a written response to the grievance within ten (10) days of the Step I meeting.

(b) **Step II – Written Grievance**

Failing satisfactory settlement of the grievance at Step I, the grievance shall be referred in writing to the Employer's Step II designated representative or delegate within five (5) days of receipt of the reply to Step I. Employer shall render a decision in writing within five (5) working days of being presented with the Step II written grievance.

(c) **Step III – Arbitration**

Failing satisfactory settlement of the grievance in Step II, the grievance shall be referred to arbitration as outlined in Article 49 within ten (10) days of receipt of the decision referred to in Step II. The Employer shall acknowledge receipt of the Step III grievance.

48.5 **Variance from Normal Procedures**

An Employee considered by the Union to have been unjustly discharged/dismissed, demoted or suspended shall be entitled to file a grievance at Step II of the grievance procedure within ten (10) days of receipt of written notification of such action.

48.6 **Policy Grievance**

The Union or the Employer may institute a grievance and shall commence such procedure at Step II within ten (10) working days of the known grievance.

48.7 **Group Grievance**

A group of employees may institute a group grievance and shall commence such procedure at Step II within twenty (20) days of the known grievance.

48.8 **No Hindrance**

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

48.9 **Written Replies**

Replies to grievances, stating reasons, shall be in writing at all stages.

48.10 **Meeting Facilities**

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

48.11 **Time Limits**

- (a) If at any point in the grievance process the specified time limits have not been followed, the alleged grievance shall be deemed to have been abandoned and cannot be re-opened.
- (b) The specified time limits may be extended through mutual agreement of both parties and shall be confirmed in writing whenever possible.

48.12 **Withdrawal of Grievance**

A grievance may be withdrawn at any time, by an Employee or the Union, by advising the Employer's designated representative at the Step at which the grievance exists. This withdrawal shall be confirmed in writing.

48.13 **Alternative Dispute Resolution**

The Employer and the Union may mutually agree to an Alternative Dispute Resolution process including mediation, expedited arbitration, or a joint grievance/arbitration process. Where an Alternative Dispute Resolution Process is selected, the fees and expenses shall be shared equally by the Employer and the Union.

**ARTICLE 49 ARBITRATION**

49.1 **Approval of Union**

Grievances may only proceed to arbitration if the Union has signified in writing its approval and its willingness to represent an Employee or issue in arbitration proceedings.

49.2 **Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to the Agreement.

- (a) **Except in cases of a policy grievance or discharge/dismissal of an Employee, or by mutual agreement of the parties, grievances referred to arbitration shall be decided by a single arbitrator agreed to by the parties within ten (10) working days of the request to submit the grievance to arbitration.**
- (b) **In cases of a policy grievance or discharge/dismissal of an Employee, or by mutual agreement of the parties, grievances referred to arbitration shall be decided by an arbitration board comprised of one member appointed by each of the parties and one chairperson agreed to by the parties.**

- (i) **The party referring the grievance to arbitration shall provide the name of its appointee at the time of referral to arbitration;**
- (ii) Within ten (10) working days thereafter, the other party shall answer in writing indicating the name and address of its appointee to the Arbitration Board.
- (iii) **The chairperson shall be selected by the parties.**

#### 49.3 **Who May be an Arbitrator**

No person shall be selected as a member of an Arbitration Board 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.

#### 49.4 **Failure to Appoint**

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

#### 49.5 **Board Procedure**

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure. The Board shall commence its proceedings within fifteen (15) days after the Chair is selected or appointed. It shall hear and determine the difference or allegation and render a decision within thirty (30) days from the date of the last day of any hearing(s) held.

#### 49.6 **Decision of the Board**

- (a) The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board.
- (b) The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and shall not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

#### 49.7 **Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may



apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within ten (10) days of receipt of the application.

49.8           **Expenses of the Board**

Each party shall pay:

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

49.9           **Single Arbitrator**

Upon mutual agreement of the parties, a single arbitrator may be used in lieu of an arbitration board. A single arbitrator shall have the same powers, duties, and responsibilities as a Board of Arbitration. The fees and expenses of a single arbitrator shall be equally cost-shared by both parties.

49.10          **Amending of Time Limits**

The time limits fixed in the arbitration procedure may be extended by written consent of the parties hereto.

**ARTICLE 50   TECHNOLOGICAL CHANGE**

50.1           **Notification of Technological Change**

When the Employer is considering the introduction of technological change the Employer agrees to notify the Union as far as possible, but in any case not less than three (3) months, in advance of such intention and to update the information provided as new developments arise and modifications are made.

50.2           **Education**

- (a)       If as a result of a change in technology, the Employer requires an Employee to undertake additional education, sufficient education will be provided to the Employee and funded by the Employer.
- (b)       The education provided for in this Article shall be given during the hours of work whenever possible. Any education due to technological change shall be considered as time worked. Article 28.4 (b) and (c) shall apply.

50.3           **Transfer and Layoff Options**

An Employee who is rendered redundant or displaced from their job as a result of

technological change shall be given an opportunity to fill any vacancy for which the Employee is qualified to do the work. If there is no vacancy, Article 33, Layoff shall apply.

50.4           **No New Hires**

No Employee without permanent status shall be hired in a permanent or temporary position until Employees affected by the technological change or Employees on layoff have been notified of the proposed technological change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain/regain employment.

**ARTICLE 51 RESEARCH PROJECT**

51.1           The findings of any research project, which would change the provisions of this Agreement will not be implemented until such changes are negotiated and agreed to by the parties.

**ARTICLE 52 DEFERRED SALARY LEAVE PLAN**

52.1           **Description**

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

52.2           **Eligibility**

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

52.3           **Application and Approval**

- (a)
  - (i)       An Employee shall make written application to their Employer on or before January 31st of the year prior to the year in which the deferment is to commence, requesting permission to participate in the Plan.
  - (ii)       Notwithstanding Article 52.3(a)1, an Employer may waive the deadline of January 31st under special circumstances.
- (b)       Written acceptance, or denial, of the Employee's request, with explanation, shall

be forwarded to the Employee by April 1st in the year the original request is made.

- (c) Approval of individual requests to participate in the Plan shall rest solely with the Employer. Subject to operational requirements, approval shall not be unreasonably denied.
- (d) All Employees wishing to participate in the Plan shall be required to sign a contract before final approval for participation shall be granted.

#### 52.4 **Salary Deferral**

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

#### 52.5 **Benefits**

- (a) The Employee shall be eligible to maintain their Group Life, Medical/Dental and Long Term Disability Insurance benefits, subject to the eligibility provisions of the respective plans, during the leave. The group life benefit will continue to be cost shared by the Employer.
- (b) The Employee is not entitled to statutory holidays and does not accumulate vacation, sick leave or any other benefits which accrued based on paid hours.
- (c) Seniority shall not accumulate during the year spent on leave.
- (d) The Employee shall have pension contributions deducted on salary received in each year of participation in the Plan.

#### 52.6 **Withdrawal from the Plan**

- (a) An Employee may withdraw from the Plan any time prior to taking the leave of absence. Upon withdrawal, all the deferred salary plus accumulated interest shall be paid to the Employee within sixty (60) days of notification of withdrawal from

the Plan.

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

#### 52.7 **Deferral of Leave**

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

#### 52.8 **Return from Leave**

- (a) On return from leave as originally scheduled, an Employee shall return to their previous position or, if that position no longer exists, a similar position. If such employment is not available, Article 33 shall apply.
- (b) An Employee participating in the Plan shall be eligible upon return to duty, for any increase in salary and benefit that would have been received had the one (1) year leave of absence not been taken.

### **ARTICLE 53 TRANSPORT DUTY**

#### 53.1 **Transport Duty Overtime**

When an Employee on duty is required by the Employer to attend a patient during an ambulance trip (air, road, etc.) and the time involved on the trip exceeds the Employee's regular shift (7.5 hours or 11.25 hours), the Employee shall receive time off or pay, at their option, at the applicable overtime rate for all time in excess of the Employee's normal shift. The time in excess shall include time which the Employee spends attending to the needs of the patient and in return travel.

53.2

### **Compensation Under Various Circumstances**

- (a) When a Full-Time Employee is requested to do transport duty on their day off, while on vacation or on a statutory holiday, and does so, the Employee shall receive time off or pay, at their option, at the applicable overtime rate for all hours including those spent in attendance of the patient and in return travel with a minimum four (4) hours time off or pay. The Employee shall be granted time off, utilizing accumulated overtime or vacation, at their request, in lieu of the Employee's day off.
- (b) When a Part-Time Employee who wishes to do extra shifts, or a Casual Employee, is called to perform transport duty, the Employee shall be paid at the regular rate of pay, with a minimum of four (4) hours of pay, for any period of transport duty up to seven and one-half (7.5) hours. All hours in excess of seven and one-half (7.5) hours shall be at the applicable overtime rate. The hours of transport duty shall include hours in attendance of the patient and in return travel.
- (c) When a Permanent Part-Time Employee who does not wish to do extra shifts is requested to do transport duty on their day off without forty-eight hours' notice, and does so, the provisions of Article 53.2(a) shall apply.

53.3

### **Delay Due to Weather or Transportation Problems**

If an Employee is detained following relief of transport duty due to weather or other transportation difficulties, the Employee shall be compensated:

- (a) at their regular rate of pay for all hours for which the Employee was scheduled but unable to work due to the delay;
- (b) a minimum of four hours and a maximum of seven and one-half (7.5) hours in a twenty-four (24) hour period at the regular rate of pay if the delay occurs on the Employee's day(s) off.

53.4

### **Rest Before Regular Shift**

No Employee returning from transport duty shall be required to commence another regular seven and one-half (7.5) hour shift within twelve (12) hours of the Employee's return unless otherwise mutually agreed between the Employer and the Employee. The Employee shall be entitled to utilize accumulated overtime or vacation, at their request, to provide the necessary time off.

53.5

### **Transport Duty - Travel Allowance**

If requested, an Employee shall be given a travel advance for all anticipated travel

expenses by the Employer before commencing transport duty. A subsequent travel claim will be submitted in accordance with normal procedures and travel regulations. This shall include meal allowances in accordance with Article 11.3.

**53.6 Extension of Journey at Employee's Choice**

Should an Employee volunteer for transport duty and elect to take their days off before returning for duty, the Employee shall receive only straight time for the travelling time on their return journey.

**ARTICLE 54 RETROACTIVITY**

**54.1 Wages Retroactive**

Wage rates under the Collective Agreement are retroactive and shall apply to all Employees, whether permanent, temporary or casual, employed as of **April 1, 2021** or who became Employees thereafter, and shall be computed and paid within thirty (30) days or less from the signing of this Agreement. If considered necessary by the Employer, this period may be extended by thirty (30) days. Unless otherwise specified, all other provisions shall be effective as of the signing date of the Collective Agreement.

**54.2 Entitlement to Retroactive Payment**

All Employees working on a permanent, temporary, or casual basis, prior to the signing of the Collective Agreement, whether working or not at the time of the signing of the Agreement, shall be entitled to retroactive pay.

**54.3 Claiming Retroactive Pay**

Any Employee who has a claim for retroactive pay and who is not employed on the date of the signing of this Agreement shall make claim by notice in writing to the Employer which was the former Employer within ninety (90) calendar days from the signing of this Agreement.

**ARTICLE 55 PRECEDENCE OF LEGISLATION**

**55.1** In the event that any law passed by the Legislature of the Province applying to Employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement. Either party may request the negotiation of a new provision by giving written notice to the other party within sixty (60) days of the law being proclaimed. Should such negotiations fail to achieve agreement, the parties hereby agree to binding arbitration.

## **ARTICLE 56 PYRAMIDING OF BENEFITS**

- 56.1 Unless otherwise expressly provided, premium pay entitlement shall not be duplicated or pyramided for the same hours worked.

## **ARTICLE 57 UNIFORM ALLOWANCE**

- 57.1 Upon submission of original receipt(s) for an employee's purchase of a uniform or lab coat with the RN/NP logo embroidered on it, the Employer will reimburse the employee up to one hundred dollars (\$100.00) per year, provided the employee is not provided a uniform by the Employer. Employees who do not wear a uniform or a lab coat embroidered with the RN/NP logo or who are provided a uniform by the Employer, are not eligible to receive the uniform allowance.

## **ARTICLE 58 TERM OF AGREEMENT**

### **58.1 TERM**

**This Agreement constitutes the entire agreement between the parties and shall be in effect for the term beginning April 1, 2021 to March 31, 2025.**

- (a) **This Agreement shall be in effect until either party requests the negotiation of a new Agreement by giving notice to bargain to the other party. Notice to bargain for a new Agreement shall be given not more than six (6) months prior to the expiration date of this Agreement.**
- (b) **Where notice to bargain is given in (a) above, unless otherwise agreed by the parties, collective bargaining shall commence within sixty (60) calendar days of the date notice to bargain is provided or within sixty (60) days of the date of expiration of the Collective Agreement, whichever is later.**

### **58.2 Changes to Agreement**

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

### **58.3 Agreement in Force Pending Resolution**

Where a notice requesting negotiation of a new Agreement has been given, the conditions of this Agreement shall remain in full force and effect until such time as an agreement has been reached in respect of a renewal, amendment, or substitution.

IN WITNESS WHEREOF the parties have executed this Agreement by affixing hereto the signatures of their proper officers in that behalf.

DATED at Charlottetown, Prince Edward Island, this \_\_\_\_\_ day of June, 2023.

FOR THE EMPLOYER  
HEALTH PEI

FOR THE UNION  
P.E.I. NURSES' UNION

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Tracy Wolbaum  
Executive Director,  
Human Resources

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Barbara Brookins, RN  
President

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Karen A. Campbell, Q.C.  
Chief Spokesperson

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Stephanie Gallant, MIR  
Executive Director & Chief Negotiator



**APPENDIX "A"**  
**Wage Rates**

**Schedule "A"**

<b>2.50% Apr 1, 2021</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>25 yr wage rate</b>
RN 1	35.16	36.60	38.27	39.87	41.53	42.89	44.15
RN 2	35.71	37.52	39.28	41.04	42.87	44.61	45.94
RN 3	38.64	40.33	42.11	44.04	45.96	47.53	48.96
RN 4	40.05	42.08	44.09	46.11	48.08	50.11	51.60
NP	52.36	53.70	55.05	56.43	57.82	59.27	61.04

<b>3.00% Apr 1, 2022</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>25 yr wage rate</b>
RN 1	36.21	37.70	39.42	41.07	42.78	44.18	45.47
RN 2	36.78	38.65	40.46	42.27	44.16	45.95	47.32
RN 3	39.80	41.54	43.37	45.36	47.34	48.96	50.43
RN 4	41.25	43.34	45.41	47.49	49.52	51.61	53.15
NP	53.93	55.31	56.70	58.12	59.55	61.05	62.87

<b>2.25% Apr 1, 2023</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>25 yr wage rate (to Jun28/23)</b>	<b>10 yr wage rate (Jun29/23)</b>	<b>15 yr wage rate (Jun29/23)</b>
RN 1	37.02	38.55	40.31	41.99	43.74	45.17	46.49	46.07	46.99
RN 2	37.61	39.52	41.37	43.22	45.15	46.98	48.38	47.92	48.88
RN 3	40.70	42.47	44.35	46.38	48.41	50.06	51.56	51.06	52.08
RN 4	42.18	44.32	46.43	48.56	50.63	52.77	54.35	53.83	54.91
NP	55.14	56.55	57.98	59.43	60.89	62.42	64.28	63.67	64.94
<b><u>June 29, 2023:</u></b>									
GN 1	33.32								
GN 2	33.85								
GNP	55.14								

<b>2.25% Oct 1, 2023</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>10 yr wage rate</b>	<b>15 yr wage rate</b>
RN 1	37.85	39.42	41.22	42.93	44.72	46.19	47.11	48.05
RN 2	38.46	40.41	42.30	44.19	46.17	48.04	49.00	49.98
RN 3	41.62	43.43	45.35	47.42	49.50	51.19	52.21	53.25
RN 4	43.13	45.32	47.47	49.65	51.77	53.96	55.04	56.14
NP	56.38	57.82	59.28	60.77	62.26	63.82	65.10	66.40
GN 1	34.07							
GN 2	34.61							
GNP	56.38							

<b>1.75% Apr 1, 2024</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>10 yr wage rate</b>	<b>15 yr wage rate</b>
RN 1	38.51	40.11	41.94	43.68	45.50	47.00	47.94	48.90
RN 2	39.13	41.12	43.04	44.96	46.98	48.88	49.86	50.86
RN 3	42.35	44.19	46.14	48.25	50.37	52.09	53.13	54.19
RN 4	43.88	46.11	48.30	50.52	52.68	54.90	56.00	57.12
NP	57.37	58.83	60.32	61.83	63.35	64.94	66.24	67.56
GN 1	34.66							
GN 2	35.22							
GNP	57.37							

<b>1.00% Oct 1, 2024</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>10 yr wage rate</b>	<b>15 yr wage rate</b>
RN 1	38.90	40.51	42.36	44.12	45.96	47.47	48.42	49.39
RN 2	39.52	41.53	43.47	45.41	47.45	49.37	50.36	51.37
RN 3	42.77	44.63	46.60	48.73	50.87	52.61	53.66	54.73
RN 4	44.32	46.57	48.78	51.03	53.21	55.45	56.56	57.69
NP	57.94	59.42	60.92	62.45	63.98	65.59	66.90	68.24
GN 1	35.01							
GN 2	35.57							
GNP	57.94							

## **APPENDIX "B"**

### **Twelve Hour Shifts**

If the Employer and ninety percent (90%) of Employees in a unit mutually agree to implementing a twelve (12) hour shift rotation in a unit then such a project will be tried for approximately six (6) months. At the conclusion of the trial period, the Employer and one hundred percent (100%) of the Employees in the unit must agree in order to continue twelve (12) hour shift rotation.

These provisions shall remain in effect throughout the term of the Collective Agreement unless one party gives sixty (60) calendar days notice to the other party of intent to terminate these provisions. After sixty (60) days notice, these provisions will become null and void. During the sixty (60) day notification period, the parties agree to meet to discuss the reasons for termination and to determine if other mutually acceptable arrangements can be made. It is the intent of the parties that every reasonable effort will be made to reach a mutually agreeable decision. A committee consisting of two members of the management, a representative of the Union and an Employee from the Unit concerned, chosen by the Employees in that Unit, will meet to discuss the reasons for termination. Notice to terminate applies during and following the trial period.

## **APPENDIX “C”**

### **MEMORANDUM OF UNDERSTANDING**

#### **Re: Haemodialysis**

The Parties agree:

1. The purpose of this memorandum is to set out certain terms and conditions of employment in respect of Hemodialysis Nurses. The memorandum modifies certain provisions of the Collective Agreement while clarifying others. In the event of a conflict between the Collective Agreement and this memorandum, this memorandum shall prevail. The inclusion or exclusion of any matter in this memorandum shall not be used as an aid to interpret the Collective Agreement in respect of any Nurses other than Hemodialysis Nurses.
2. A Hemodialysis Nurse required to work through their meal period shall be paid for the meal period as follows:
  - (a) if an employee is intended to be provided a meal period and is required to work through their shift without a meal period, the employee shall be paid for the meal period at time and one half (1.5x).
  - (b) in accordance with article 20.2 (c), if an employee is not intended to have a meal period away from the work area, the employee shall be paid for the meal period at straight time.
3. In accordance with Article 20.19 of the Collective Agreement, a Hemodialysis Nurse who comes in to work as scheduled and is sent home due to lack of work, or otherwise (eg: equipment failure), shall be paid for the number of hours normally required to dialysis that client; however, in the event of lack of work, the Employer has the option of assigning other nursing duties to the Employee for the balance of what would have normally been the Employee's work day. The regular provision of the Collective Agreement regarding overtime shall apply to Hemodialysis Nurses; however, for the sake of greater certainty, it is agreed that Hemodialysis Nurses' whose normal day would be expected to be eight (8) hours or less, shall be paid overtime after eight (8) hours.

A Hemodialysis Nurse whose day would normally be greater than eight (8) hours shall be paid overtime for any hours worked beyond twelve (12) hours. In determining how many hours the Nurse would have normally been required to work that day, the amount of time normally required to dialyse the client, including any required set-up time and paid travel time, if applicable, would be taken into account in determining what would have been the normal day.

4. When a Hemodialysis Nurse is requested by the Employer to work in another work site, the employee shall be paid mileage and travel time based on the lesser distance from their primary work site (as designated at the time of hire) to the alternate work site or from the Employee's home to the alternate work site.
5. A Hemodialysis Nurse may be required by the Employer to work in another work site in one of the following situations:
  - (a) To maintain competency in Hemodialysis services as a result of lack of clients in their own worksite, provided it does not affect the employment guarantee of Hemodialysis Nurses in the worksite to which the Nurse is travelling;
  - (b) To provide back-up to Hemodialysis Nurses in another work site. The Employer shall ensure that the Nurse has obtained a reasonable amount of familiarity with the client taking into account reasonable operational constraints; and
  - (c) To maintain familiarity with clients in other work sites in order to be able to provide back-up; and
  - (d) In the case where the Hemodialysis Nurse was hired into a position intended to be a multi-work site, #4 shall still apply.
6. The Employer may post "Hemodialysis education opportunities" in accordance with the posting process for permanent positions. RNs trained in Hemodialysis shall be given preference for either temporary or permanent dialysis positions.
7. This memorandum shall continue in effect during the currency of the existing Collective Agreement including any extensions pursuant to Article 58.3. This memorandum shall cease on the effective date of any new Collective Agreement unless otherwise incorporated within.

## **APPENDIX "D"**

### **MEMORANDUM OF UNDERSTANDING**

#### **Re: Public Health Workshops**

The Parties agree:

1. Nurses who work in public health shall, notwithstanding the Collective Agreement, be entitled to claim straight time for all hours worked outside of their regular schedule for courses or workshops offered to the public provided the courses or workshops are scheduled at least forty-eight (48) hours in advance.
2. Any time accumulated pursuant to paragraph 1 shall be placed in a "Time off in Lieu Bank" and taken as time off at a time mutually agreed between the Employer and the Employee. Such requests shall not be unreasonably denied.
3. The parties agree that any overtime worked, other than as stated in paragraph 1, shall continue to be dealt with in accordance with the provisions of the Collective Agreement.
4. The parties agree that this Memorandum will continue during the term of the existing Collective Agreement; however, it shall expire upon a new Collective Agreement being executed between the parties unless this Memorandum is incorporated into the new Collective Agreement at that time.

## APPENDIX “E”

### Conditions for Line Sharing

1. Line sharing will be used to allow permanent Employees an opportunity to temporarily reduce their hours of work.
2. Full-Time Employees who enter into a line sharing arrangement as an alternative to permanent part-time employment will be **expected** to apply for part-time positions as they become available. Part-Time Employees who enter into line sharing arrangements to further reduce their hours of work will be encouraged to apply for reduced part-time guarantees as they become available.
3. Line sharing may involve only two Employees. The Employee reducing their hours of work must be in a permanent position. The Employee increasing their hours may be in a permanent or temporary position.
4. It shall be the responsibility of an Employee who wishes to reduce hours of work to secure a partner within their work unit who wishes to increase hours of work and whose work schedule and qualifications are compatible by posting a notice on the unit so that all interested individuals are informed. In the event that more than one (1) Employee is willing to increase hours, selection of the partner shall be on the basis of seniority.
5. The Employee shall then make a written request to the Employer identifying the other Employee wishing to line share. Employees entering a line sharing arrangement, as per conditions of line sharing as outlined, shall be required to sign the Line Sharing Agreement as approved by PEINU and the Employer. The signed Line Sharing Agreement shall be copied to the Employee, the Local and the Union. During the period of line sharing, the reducing Employee will not be entitled to extra shifts unless requested by the Employer to work extra shift(s) due to lack of availability of any other staff.
6. Line sharing will be approved on a case-by-case basis.
7. It is recognized that it is a retained management right to approve Employees for Line Sharing. The Local and the Union shall be advised of any requests that have been denied.
8. Employees entering line sharing may have the arrangement approved for a period of up to twenty-four (24) months. No line sharing arrangement shall extend beyond twenty-four (24) months without the mutual agreement of the Employer and the Union. At the completion of the line sharing arrangement, participating Employees shall not be able to enter into another line sharing arrangement for at least the length of time of the arrangement just completed.
9. In the event that Employees in a line sharing agreement change positions or terminate



employment, this agreement shall be cancelled and the remaining Employee shall revert to their original hours of work.

10. Any of the Parties to the line sharing agreement may terminate the arrangement at any time by giving one (1) months' notice.
11. Full-Time Employees shall not reduce hours below zero point five (0.5) FTE nor shall the Part-Time Employee increase their hours beyond zero point nine (0.9) FTE or reduce their hours below zero point five (0.5).
12. Benefits will be earned in proportion to hours worked. The life insurance benefit will reflect each Employee's permanent status. Subject to the terms of the pension plan and the provisions of the Income Tax Act, a participating Full-Time Employee may be permitted to contribute to their pension on the same basis as if they were in their full-time position, for a lifetime period of not more than twenty-four (24) months. The Employer will match the Employee contributions.
13. Part-Time Employees may reduce their hours of work through participation in a line sharing arrangement. No Employee shall reduce their hours below 50% of full-time. Part-Time Employees participating in a line sharing agreement shall not be eligible for deemed service on their pension.
14. In the event that an application to line share does not conform to the conditions contained in this document, such application shall not be approved without the agreement of the Union and the Employer.

## PEINU LINE SHARING AGREEMENT

I, \_\_\_\_\_, a \_\_\_\_\_  
**Employee #1 Name** **Classification and FTE**  
on \_\_\_\_\_ at \_\_\_\_\_  
**Work Unit** **Work Site**  
have requested permission to temporarily reduce my hours of work from \_\_\_\_\_ hours biweekly to \_\_\_\_\_ hours biweekly for the period of \_\_\_\_\_ months commencing \_\_\_\_\_ and Ending: \_\_\_\_\_.

I have read Appendix "E" and I have been briefed on the effect this will have on such things as seniority, pension, vacation leave, sick leave and statutory holiday entitlements. Benefits will be earned in proportion to hours worked. I further understand that during this period, I will not be entitled to extra shifts unless requested by my Employer to work extra shift(s) due to lack of availability of any other staff. *If I am a full-time employee, I understand that, for purposes of benefits, I will be considered a permanent full-time employee filling a temporary part-time position. The full-time employee shall not reduce below 0.50 FTE nor shall the part-time employee increase hours of work beyond 0.90 FTE or reduce below 0.50 FTE.*

I have \_\_\_\_\_ have not \_\_\_\_\_ previously been a participant in a line share agreement as the employee reducing her/his hours of work. Dates of previous participation \_\_\_\_\_

During the temporary period that I will work reduced hours, \_\_\_\_\_

**Employee #2**  
will increase their hours from \_\_\_\_\_ hours biweekly to \_\_\_\_\_ hours biweekly. In the event that either I or \_\_\_\_\_ change positions or terminate employment, this

**Employee #2**  
Agreement shall be immediately cancelled and the remaining employee shall revert to their original hours of work. Notwithstanding the above, this Agreement may be terminated upon one month's notice by any of the parties as stated in the guidelines.

\_\_\_\_\_  
**Employee #1 Signature** **Date**

I, \_\_\_\_\_, a \_\_\_\_\_  
**Employee #2 Name** **Classification and FTE**  
on \_\_\_\_\_ at \_\_\_\_\_  
**Work Unit** **Work Site**

have read the above and agree to the terms as detailed. I understand that I will remain a permanent part-time employee and that I will **not** be permitted to increase my hours to such an extent that it results in a change to full-time status.

\_\_\_\_\_  
**Employee #2 Signature** **Date**

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**APPROVAL**

I recommend this request for approval.

\_\_\_\_\_  
**Unit Manager/Department Head**

\_\_\_\_\_  
**Date**

I approve this request.

\_\_\_\_\_  
**HR Officer**

\_\_\_\_\_  
**Date**

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**PENSION OPTION** (only applicable to full-time employees)

I, \_\_\_\_\_, do \_\_\_\_do not \_\_\_\_elect to purchase eligible deemed service for \_\_\_\_\_ the purpose of pensionable service under the **Public**

Employee #1 Signature

**Sector Pension Plan Act** . I understand if I have elected to purchase deemed service, this purchase will end with the end date stated on this Line Sharing Agreement and continuation of purchase will require signature and approval of a new Line Sharing Agreement.

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copy: PEINU

Pension and Benefits Office, PEI Public Service Commission

Unit Manager/Department Head

Scheduling Clerk

Human Resources

## **APPENDIX “F”**

### **LETTER OF UNDERSTANDING**

#### **Re: Weekend RN Positions**

1. The Employer may create weekend RN positions and will advise the Union when doing so. Employees shall be scheduled to work thirty (30) hours (part time) each weekend and shall receive the equivalent of thirty-seven and a half (37.5) hours pay (full time). These positions shall be referred to hereafter as the “Weekend RNs”.
2. The Weekend RN positions shall not attract weekend premium as set out in Article 20.15 of the current Collective Agreement.
3. The wage rate (thirty-seven and a half (37.5) hours pay for thirty (30) hours worked) shall be paid by increasing what would otherwise be the hourly rate for the position by 25%.
4. All benefits shall accrue, except life insurance and pension, on the same basis as a Permanent Part-Time Employee. Any hours worked beyond thirty (30) hours in a week shall not be pensionable.
5. The Employees’ life insurance shall be on the same basis as a Permanent Full-Time Employee.
6. Subject to *Income Tax Act* limits, the Employees’ pension shall accrue on the same basis as a regular Full-Time Employee at the regular rate of pay (e.g. One (1) year’s employment as a Weekend RN = one (1) year pensionable service).
7. Shifts may be scheduled from the beginning of the day shift on Friday to the end of the Monday night shift inclusive.
8. Compensation for the extra shifts or overtime shall be on the same basis as for Part-Time Employees as set out in the Collective Agreement based on the regular hourly rate and including shift differential and weekend premium, if applicable. The Employee will not be permitted the opportunity to pick up extra shifts through Article 20.22 (Preference for Extra Shifts for Part-Time Employees).
9. Any Employee replacing incumbents while on short term leave (e.g. sick leave, vacation, bereavement, etc.) shall be compensated at the regular rate of pay, including associated premiums, in accordance with the Collective Agreement.

## **APPENDIX “G”**

### **LETTER OF UNDERSTANDING**

#### **Breaks for Non-Conforming Shifts**

The parties agree that the normal hours of work for Employees are completed either in eight (8) hour or twelve (12) hour shifts. The parties recognize that currently there are a few employees in the system who regularly work shifts that are neither eight (8) nor twelve (12) hours. Employees who work shifts that are not eights (8s) or twelves (12s) shall receive a minimum of ten (10) minutes paid rest period and a fifteen (15) minute unpaid meal period for every four (4) hours worked. Meal periods shall be scheduled in accordance with Article 20.2.

## **APPENDIX “H”**

### **LETTER OF UNDERSTANDING**

#### **Re: New Graduates**

1. The parties agree that the Employer may offer permanent full-time employment to potential new nursing graduates.
2. The new graduate's initial assignment shall be for a period of six (6) months. It shall be to a work unit in which the Employee has the basic competency for an entry level position. During the first six (6) weeks of this assignment, the Employee shall be above core staff, and the employee shall be partnered with an experienced Nurse(s) to act as a mentor(s).
3. It is intended that the incumbents will be assigned to fill vacancies on a temporary basis that have not been filled after having been posted according to Article 15.1 (c).
4. These Employees may apply for positions in areas in which they have an interest. If the Employee is awarded a permanent position in another work unit prior to completing their initial six (6) month assignment, the Employee shall be required to recommence their probationary period and shall complete an additional six (6) week orientation in the Employee's new work unit. If at the end of a two (2) year period the incumbent has not been awarded a permanent position, the Employee will be assigned to a position previously posted, as required by the Collective Agreement, but which continues to be vacant.
5. This letter will extend sixteen (16) months beyond the term of this agreement provided that the offer to the potential new graduate was made during the term of this Collective Agreement.
6. The results of this initiative will be jointly reviewed annually by the parties.

## **APPENDIX “I”**

### **MEMORANDUM OF UNDERSTANDING**

#### **Re: Return for Service Agreements**

1. The Employer will not introduce or amend a return for service agreement without the prior approval of the Union;
2. The Employer and the Union will negotiate the terms and conditions of all return for service agreements, including but not being limited to:
  - a) the amount to be repaid by an employee in the event the terms of a return for service agreement is not met;
  - b) the time frame and terms of repayment;
  - c) any exemptions to repayment obligations;
3. The exact cost of education will be enumerated in detail in each return for service agreement;
4. The Employer shall provide the Union with copies of:
  - a) all existing return for service agreements;
  - b) all active agreements with PEINU members.
5. Any disputes shall be referred to a single arbitrator for a final and binding decision.
6. This MOU will expire at the conclusion of the term of this agreement.

## APPENDIX “J”

### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

PRINCE EDWARD ISLAND DEPARTMENT OF HEALTH

and

PRINCE EDWARD ISLAND NURSES UNION

#### **Re: Reduction from Full-time to Part-time for Pre-retirement Employees**

In accordance with the provisions of the *Public Sector Pension Plan Act*, the *Income Tax Act* and applicable regulations and in recognition of the desire of Full-Time Employees to reduce their hours of work prior to retirement, the Parties agree to the following terms respecting such work reduction:

- (a) A Full-Time Employee, with five (5) or more years of service, who has had full-time status for three (3) or more years, and is presently eligible to retire, may request an interim work reduction pending retirement. The reduction shall be at least ten (10%) percent (0.1 FTE) and no greater than fifty (50%) percent (0.5 FTE).
- (b) Such interim work reduction may be granted at the discretion of the Employer, but shall not be unreasonably denied. The principal criteria shall be the ability to obtain qualified replacement.
- (c) When requesting an interim work reduction the Employee must indicate to the Employer their proposed retirement date. **If the Employee advises the Employer that they do not wish to retire at their proposed retirement date, the Employee may continue working provided the Employer has not already posted the Employee’s position, but the Employee shall not be able to use Appendix “J” again to reduce their full-time employment to part-time employment before retirement.**
- (d) The remaining portion of the full-time position vacated by the Pre-Retirement Employee shall be filled on either a temporary or permanent basis. A Joint Committee consisting of two (2) representatives from each of the Employer and the Union shall have the full authority to approve the particular design of each situation.
- (e) The intention of the parties is not to affect an overall reduction in the number of full time positions in the bargaining unit as a result of this process.



- (f) The Pre-Retirement Employee shall maintain eligibility in the Pension Plan, and shall earn pensionable service on a full service basis subject to applicable *Income Tax Act* rules. Both the Employer and the Employee shall continue to contribute to the pension fund at the same rate as if the Employee had continued to be employed full time.
- (g) For all other provisions of the Collective Agreement, the Pre-Retirement Employee shall be considered permanent part-time.
- (h) Article 20.22 of the Collective Agreement shall not apply to Pre-Retirement Employees under this agreement.
- (i) This Memorandum of Understanding shall expire on the last day of the Collective Agreement. Any leaves approved during the tenure of this Collective Agreement shall continue in accordance with the terms herein.

## **APPENDIX “K”**

### **LETTER OF UNDERSTANDING**

#### **80/20 Position**

The parties agree to explore on a trial basis the utilization of temporary 80/20 positions for Registered Nurses.

Where the Employer determines a need for an 80/20 position due to operational needs, it may create a temporary position within the bargaining unit. The temporary position may be no less than one (1) month and no more than six (6) months in duration. It shall be filled in accordance with Article 15 subject to the requirement that only those nurses with fifteen (15) or more years nursing experience with the Employer shall qualify for consideration.

If approved for such a position, a nurse will continue to be scheduled for 80% of their regular full-time position. The other 20% will consist of work on special initiatives or projects, such as research projects, mentoring or coordinating new initiatives. No additional compensation is provided to nurses who work in these positions.

A nurse may be awarded an 80/20 position once in a twelve (12) month period unless the nurse is the only qualified applicant to apply for a subsequent position.

## **APPENDIX “L”**

### **Letter of Understanding**

#### **Temporary Postings Application of “Worksite” - Exceptions**

Each of the following shall be considered as stand-alone “work sites” for the purpose of filling positions under Article 15.1 (e) (ii) of the Collective Agreement.

##### **1. PRINCE**

- Public Health Nursing, Community Hospital, O’Leary
- West Prince Home Care, Community Hospital, O’Leary
- Margaret Stewart Ellis Home, Community Hospital, O’Leary
- Community Mental Health and Addictions, Western Hospital and Allan Shaw Building, Alberton
- Prince County Dialysis, Western Hospital, Alberton and Prince County Hospital, Summerside
- Home Care, 310 Brophy Ave., Summerside
- Community Mental Health and Addictions, Prince County Hospital, Summerside
- Public Health Nursing, 205 Linden Ave., Summerside
- Provincial Diabetes Program, 243 Harbour Drive, Summerside
- Provincial Geriatrics Program, 243 Harbour Drive, Summerside
- Primary Care Network West Prince (Alberton Health Clinic, O’Leary Health Centre, and Tyne Valley Health Centre)
- Primary Care Network East Prince (Harbourside Health Centre, Kensington Health Centre and Evangeline Community Health Centre)
- Women’s Wellness Clinic

##### **2. QUEENS**

- Public Health Nursing, Sherwood Business Centre, Charlottetown.
- Queens County Dialysis, Queen Elizabeth Hospital, Charlottetown
- Queens Home Care, John Yeo Drive, Charlottetown
- Provincial Diabetes Program, Sherwood Business Centre, and Four Neighbourhoods, Charlottetown
- Provincial Palliative Care Unit
- Primary Care Network Queens West (Central Queens (Hunter River) Health Centre, Gulf Shore Health Centre, Four Neighborhoods Community Health Centre, Sherwood Family Medical Clinic, Cornwall Medical Centre, and Parkdale Medical Centre)
- Primary Care Network Queens East (Polyclinic Professional Centre, Boardwalk Professional Centre)
- Insight Program RN, Enman Crescent

### 3. KINGS

- Public Health Nursing, 126 Douses Road, Montague
- Community Mental Health and Addictions, Souris Hospital, Souris and 126 Douses Road, Montague
- Montague Area Home Care, Harmony Lane, Montague
- Provincial Diabetes Program, Montague Health Centre
- Souris Area Home Care, Souris Hospital, Souris
- Kings County Dialysis, Souris Hospital, Souris
- Public Health Nursing, Souris Hospital, Souris
- Eastern Kings Family Health Centre, Souris Hospital, Souris
- Montague Health Centre, Montague
- Primary Care Network Kings (Montague Health Centre, Eastern Kings (Souris) Health Centre)

### 4. Families of schools as defined by the Employer, with a primary worksite within the family identified.

The following areas shall bypass Step Two of the temporary posting process (Article 15.1 (e) (ii)) and shall proceed directly to Step Three, province-wide posting:

- Garfield Street
- Burns Avenue and Sherwood Business Centre (CIS)
- Renal Clinic at the Queen Elizabeth Hospital
- Any single incumbent “provincial” positions not previously referenced

In the event that other worksites are identified as appropriately falling under this Letter of Understanding during the term of this agreement, they may be added by mutual consent of the parties.

## **APPENDIX “M”**

### **Memorandum of Understanding**

#### **Re: Staffing Reduction Process**

The Employer agrees that there shall be no lay-offs (Article 33.1) of permanent employees during the life of this Agreement.

## **APPENDIX “N”**

### **PROFESSIONAL RESPONSIBILITY GUIDELINES AND FORM**

#### **GENERAL INFORMATION:**

This Professional Responsibility Guidelines and Form was developed jointly by Representatives of the PEI Nurses’ Union and The Employer. The Professional Responsibility Guidelines and Form represents a Provincial standard, and will be utilized by all worksites/work units where PEI Nurses’ Union members are employed, (as indicated in Article 37.4 of the present Collective Agreement) and, therefore, this for is not to be changed by any one individual, or organization.

#### **GUIDELINES FOR USE:**

The Professional Responsibility Guidelines and Form is a form to be used to document concerns about patient / client care in the workplace. It does not replace the worksite/work unit’s Provincial Safety Management Systems.

The purpose of the Professional Responsibility Guidelines and Form is to:

- 1) provide an avenue whereby the Registered Nurse can document and bring concerns to the Employer’s attention for appropriate action; and
- 2) provide a formal record of concerns about specific problems for future verification, if necessary.

#### **POINTS TO REMEMBER:**

1. Complete legibly.
2. The form is to be completed by the person(s) involved. DO NOT complete a record for someone else.
3. DO NOT identify patients/clients or professionals involved in the incident being described.
4. The report form should be completed and submitted as soon as possible after the situation.
5. As much as possible, report only the facts about which you have first-hand knowledge. If more space is required, please add additional page(s).
6. The Registered Nurse completing the form must provide a copy of the Professional Responsibility Form to Nursing Management and the Local President or designate.

**PEINU**  
**Professional Responsibility Form**

WORKSITE: \_\_\_\_\_

(1) NAME: \_\_\_\_\_ DATE: (YYYY/MM/DD): \_\_\_\_\_

WORKSITE/UNIT: \_\_\_\_\_ SHIFT/TIME OF OCCURRENCE: \_\_\_\_\_

(2) STAFFING (NUMBERS) SCHEDULED: THIS SHIFT:

RNs \_\_\_\_\_

LPNs \_\_\_\_\_

OTHER: \_\_\_\_\_

(3) NUMBER OF PATIENTS ON UNIT: \_\_\_\_\_

Isolations: \_\_\_\_\_ Constant Cares/  
Levels of Observation: \_\_\_\_\_

Admissions: \_\_\_\_\_ Discharges: \_\_\_\_\_

(4) DESCRIBE WORKLOAD SITUATION, INCLUDING ACUITY OF PATIENTS AND ANY CONTRIBUTING FACTORS:

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(5) DETAIL ACTIONS YOU TOOK IN RESPONSE TO THE WORKLOAD SITUATION TO ADDRESS PATIENT NEEDS:

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(6) NAME OF MANAGER/SUPERVISOR/DESIGNATE CONTACTED: \_\_\_\_\_ 113

TIME CONTACTED: \_\_\_\_\_

(7) DESCRIBE ACTION/RESPONSE GIVEN BY MANAGER/SUPERVISOR/DESIGNATE:

\_\_\_\_\_  
\_\_\_\_\_

(8) WHAT OTHER OPTIONS MIGHT HAVE BEEN CONSIDERED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\* \* \* \* \*

MANAGER/SUPERVISOR/DESIGNATE RESPONSE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date (YYYY/MM/DD) & Time of Submission      Signature of Registered Nurse

\_\_\_\_\_  
Date (YYYY/MM/DD) & Time of Receipt      Signature of Nursing Management

**COPIES TO:**  
PEINU REPRESENTATIVE, EMPLOYER, REGISTERED NURSE

(9) For Professional Practices Committee Use Only

Report reviewed by Committee: \_\_\_\_\_  
Date

Employee(s) notified of recommendations: \_\_\_\_\_  
Date

\_\_\_\_\_  
Local President /  
Worksite Representative

\_\_\_\_\_  
Director of Nursing /  
Designate



## **APPENDIX “O”**

### **Letter of Understanding**

#### **Between**

**Health PEI (hereinafter referred to as the “Employer”)**

#### **And**

**The Prince Edward Island Nurses’ Union (hereinafter referred to as “PEINU”)**

#### **RE: QEH AND PCH OR RN First in Charge Premium**

Whereas the Employer is implementing, within the OR department located at the Queen Elizabeth Hospital **and the Prince County Hospital** only, a First In Charge RN role (“FIC”) as part of its OR on call teams;

And Whereas both the Employer and PEINU recognize the FIC role carries additional responsibilities in the execution of off hour OR operations;

And Whereas pursuant to Article 58.2 of the current Collective Agreement between the parties, both parties agree to initiating financial compensation for the FIC role in the form of an hourly premium to recognize the additional responsibilities;

And Whereas the parties wish to set out the terms pertaining to the FIC role in this Letter of Understanding;

Now therefore, it is agreed as follows:

1. The FIC Premium shall be paid to an RN who is designated by the RN Manager as the first identified name for each team of the QEH/PCH OR Call Sheet. Such designation shall occur on an equitable basis;
2. RNs will only be designated as FIC once they have met the necessary and defined criteria to work as a first RN in the OR. Names will be added or removed from the list based upon a reasonable assessment of the RN’s skills and abilities;
3. The Employer shall designate FIC RNs during the following times:
  - a) between the hours of 3:00pm and 11:00pm, Monday to Friday;
  - b) during all 12 hour day shifts on Saturdays and Sundays;
  - c) all On Call periods.
4. The RN manager will seek volunteers to replace last minute FIC vacancies and will select replacements on an equitable basis.
5. The premium pay for being designated as FIC shall be \$1.00 per hour.

6. This Letter of Understanding will take effect on the date of signing and shall continue in force for the remainder of the term of the current collective agreement between the Parties, or any agreed upon extension, following which it shall expire and have no further binding effect.
7. Notwithstanding paragraph 6, the Parties may choose to bargain terms contained in this Letter of Understanding at any future round of collective bargaining.

## **APPENDIX “P”**

### **LETTER OF UNDERSTANDING #2**

#### **RE: PSYCHOLOGICAL HEALTH AND SAFETY IN THE WORKPLACE**

WHEREAS the Parties recognize the importance of providing a work environment that supports psychological health and safety;

AND WHEREAS Health PEI has launched a Workplace Wellness Framework that identifies employee mental health as a key pillar of employee wellness;

AND WHEREAS psychological health and safety is a priority for both Parties;

AND WHEREAS the Parties are committed to the principles outlined in the National Standard of Canada, Psychological Health and Safety in the Workplace, published on January 16, 2013 (referenced as CAN/CSA-Z1003-13/BNQ 9700-803/2013);

AND WHEREAS the Parties share a common interest of promoting and enhancing a working relationship consistent with the principles of mutual respect, confidentiality and cooperation;

The Parties agree that they shall:

1. Reinforce the development (by the Employer) and sustainability of psychologically healthy and safe workplace environments;
2. Lead and influence workplace culture in positive measures of discussion and collaboration;
3. Engage employees to
  - a) Be aware of the importance of psychological health and safety;
  - b) Be aware of the impact of tolerating hazards to psychological health and safety; and
  - c) Identify workplace needs regarding psychological health and safety.
4. Health PEI shall ensure that its senior managers:
  - a) Support and reinforce front line management in the promotion of psychological health and safety; and
  - b) Ensures that psychological health and safety is considered in organizational decision-making processes.
5. The Union shall ensure its officials and representatives
  - a) Support and reinforce the promotion of psychological health and safety in the workplace;
  - b) Ensure that psychological health and safety is considered in its dealings with the Employer.

**Appendix “Q”**  
**Memorandum of Agreement**  
**RE: Vacation Carry-Over**

**As a result of the significant staffing shortages that are affecting the Employer’s ability to grant vacation leave, the parties agree that Employees shall be permitted to carry-over unused vacation hours from the 2023-2024 and 2024-2025 Fiscal (Vacation) Years, beyond those specified in Article 22.9 (Vacation Carry-Over). This agreement shall not be renewed unless mutually agreed by the parties.**

## **Appendix “R”**

### **Joint Consultation Working Group**

**The Union and the Employer recognize the value of ongoing discussions throughout the life of the collective agreement. To ensure open and transparent communications between the parties, and with a view to developing and fostering a culture of cooperation and open discussions, the Union and the Employer agree to establish a Working Group on the following terms:**

- 1. The intent of the Working Group is that it will discuss and/or make joint recommendations on matters of significant importance to the parties, other than day to day management and operational matters, where issues/decisions that affect a significant number of members or a nursing specialty, or service delivery area arise.**

**The types of issues that may be discussed by the Working Group include but are not limited to:**

- a. Significant policy changes;**
  - b. Establishing other Committees or working groups;**
  - c. Interpretation or application of the terms of the collective agreement or policies; and**
  - d. Opportunities for joint communications.**
- 2. The Working Group shall meet on a quarterly basis, or more frequently as the parties may agree.**
- 3. The Working Group meetings shall be co-chaired by the President of the Union and the Executive Director of Human Resources for Health PEI.**
- 4. Both parties may have up to (2) two additional persons in attendance, recognizing that this Working Group is intended to hold discussions between senior members of the Union and the Employer.**
- 5. The parties may agree to have other persons attend for the purpose of providing information to the Working Group.**
- 6. The Co-Chairs shall jointly prepare the Terms of Reference for the Working Group, setting out the shared expectations and responsibilities of the parties. The Co-Chairs shall review the Terms of Reference at least annually and may amend the Terms of Reference by mutual agreement.**
- 7. The Working Group does not have the power to bind the parties to any conclusions or recommendations arising from its discussions, recommendations or decisions.**
- 8. To ensure openness and transparency of the activities of the Working Group, the discussions, recommendations, and decisions of the Working Group, other than necessary communications each party must have with the Union/Employer, as applicable, are confidential and shall not be compellable in any arbitration or other legal proceeding without the consent of both parties.**

## **Appendix “S”**

### **Referral of Matters to the Joint Consultation Working Group**

**The following matters shall be referred to the Joint Consultation Working Group (Appendix “R”):**

- 1. Establishing a framework for the review of RN classifications. (Article 14)**
- 2. Issues related to the safety & health of Employees, including the policies/procedures, and appropriate staffing levels. (Article 36 & 37)**
- 3. Working conditions of Nurse Practitioners, including the existing terms of the collective agreement, providing recommendations for the negotiation of new terms that relate specifically to Nurse Practitioners as independent healthcare providers.**
- 4. Improving processes related to internal investigations, discipline, and the resolution of disputes that may arise between the parties. (Article 47 & 48)**

**The parties agree that they may establish sub-committees to assist with any of the matters listed above.**