

**COLLECTIVE AGREEMENT**

**- BETWEEN -**

**QUEENS COUNTY RESIDENTIAL SERVICES, INC.**  
**(hereinafter referred to as the "Employer")**

**- AND -**

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 3373**  
**(hereinafter referred to as the "Union")**

**October 1<sup>st</sup>, 2023 to September 30<sup>th</sup>, 2026**

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## **ARTICLE 1 - DEFINITIONS**

- 1.01 Bargaining Unit: "Bargaining Unit" means, for the purpose of this Agreement, the group of Employees of the Queens County Residential Services, Inc. covered by the Voluntary Recognition Agreement dated September 22, 1989.
- 1.02 Employee: An Employee is a member of the Bargaining Unit who is employed by the Employer for remuneration.
- 1.03 Employer: "Employer" means, for the purpose of this agreement, the Queens County Residential Services, Inc.
- 1.04 Permanent Employee: A permanent Employee is one who has completed the probationary period and works the fully prescribed hours of work outlined in the Collective Agreement.
- 1.05 Permanent Part-Time Employee: A permanent part-time Employee is one who has completed the probationary period and works on a weekly basis at least twenty (20) hours a week on a regular and recurring basis. This Employee is entitled to all benefits of the Collective Agreement on a pro-rated basis.
- 1.06 Probationary Employee: A probationary Employee means a person as defined in Articles 1:04 and 1:05 who has not completed the probationary period. During the "Probationary Period", Employees shall benefit from all of the provisions in this collective agreement except with respect to discharge.
- 1.07 Relief Person: A relief person is one who works:
- i) on an occasional basis to relieve full-time and part-time staff for days off, vacations, sick leave and other approved leaves of absence.
  - ii) for respite periods not to exceed thirty (30) continuous calendar days.
  - iii) for a definite period of time to provide one on one care, not to exceed three (3) continuous months.

This person is not a member of the Bargaining Unit.

- 1.08 Working Day: A working day means eight (8) hours for full time Employees.
- 1.09 Immediate Family shall include a parent or any person standing in "in loco parentis", brother, sister, father-in-law, mother-in-law, brother in-law, sister in-law, grandchild, grandparent, son-in-law, daughter-in-law or any relative permanently residing with the Employee.
- 1.10 Spouse: A person to whom an Employee is legally married, or a person with whom an Employee has resided with as a couple for a period of at least one year in a relationship of some permanence.

1.11 Fiscal Year: The fiscal year begins April 1<sup>st</sup> and ends March 31<sup>st</sup>

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 The Union acknowledges that it is the exclusive function of the Employer to operate and manage its business and direct the work force in accordance with its commitments and responsibilities. These rights include but are not limited to the following:

- i) to maintain efficiency and to make, alter, and enforce rules and regulations to be observed by Employees;
- ii) to direct, hire, promote, demote, transfer, suspend, discipline or dismiss Employees and to assign Employees to shifts;
- iii) to schedule holidays, evaluate jobs, classify positions and specify the Employee's duties;
- iv) to manage and operate the Company in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services 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 the operation of the Company; 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; and
- v) to maintain the competence of Employees, management reserves the right to rotate staff on a routine basis within a group home at its discretion.

These rights will not be exercised in a manner inconsistent with the expressed provision of this Agreement.

## **ARTICLE 3 - RECOGNITION**

3.01 The Employer recognizes the Canadian Union of Public Employees Local 3373 as the sole and exclusive Collective Bargaining Agent for all Employees but excluding owners, managers, secretarial staff and relief persons.

## **ARTICLE 4 - DISCRIMINATION**

4.01 The Employer agrees that there shall be no discrimination, intimidation, harassment, 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, color, national origin, political or religious affiliation, sex or marital status, sexual orientation, nor by reason of his/her membership or activity in the Union.

- 4.02 The parties agree that the Human Rights Act shall be recognized and applied to this Agreement. However, job postings may state a gender preference for the purposes of personal care and role modelling of residents.
- 4.03 In this Agreement, the masculine shall include the feminine gender and the singular shall include the plural number, where the context so requires.

#### **ARTICLE 5 - UNION SECURITY**

- 5.01 All Employees of the Employer who are presently members of the Union shall continue to be members of the Union as a condition of employment. All future Employees of the Employer will, as a condition of employment, become and remain members of the Union.
- 5.02 No bargaining unit Employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.
- 5.03 The Employer annually will provide to the Union a list of all the Employees in the bargaining unit. The list will include each Employees name, classification, work site, employment status, work e-mail, home mailing address, and personal telephone number.
- 5.04 Along with the remittance of the monthly dues report, the Union shall be notified of all new Employees in the bargaining unit, including the Employee's name, start date, classification, work site, employment status (full-time or part-time), work e-mail, home mailing address and personal telephone.
- 5.05 On commencing employment in a position within the bargaining unit, the Employer will advise the new Employee of the name and contact information for their Union Steward or Representative as designated by the Union.
- 5.06 The representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits and duties of union membership. This may be done during work hours, but it shall not disrupt the Employer's operations or result in added cost to the Employer.



#### **ARTICLE 6 - CHECK-OFF OF UNION DUES**

- 6.01 The Employer will deduct Union dues bi-weekly from every Employee, in accordance with the Union Constitution and/or By-Laws and owing by him or her to the Union, commencing with the month following the date of hiring.
- 6.02 Deductions will be made from the bi-weekly payroll and forwarded to the National Secretary-Treasurer of the National Union on a monthly basis in arrears, accompanied by a list of names, hours worked, and amount deducted of each Employee from whose wages deductions have been made.
- 6.03 The Employer will indicate on each Employee's T-4 slip the amount of dues paid by the Employee during the previous year.
- 6.04 The Union agrees to indemnify and save the Employer harmless from any liability or action out of the operation of this Article.

#### **ARTICLE 7 - CORRESPONDENCE**

- 7.01 All correspondence between the parties arising out of the Agreement or incidental thereto, will pass to and from the Employer and the Secretary of the Local unless provided otherwise.

#### **ARTICLE 8 - BARGAINING RELATIONS**

- 8.01 The Union Bargaining Committee shall consist of four (4) Employees who shall have the right to attend negotiation meetings held within working hours without loss of remuneration. The Union will provide the Employer with the names of the four (4) Employees, thirty (30) days prior to the commencement of negotiations. One (1) of the four (4) members of the Local Union Bargaining Committee shall be considered an alternate. The alternate shall be entitled to be at the table and participate fully in the bargaining process but the expenses of the alternate, pursuant to Article 8.01, shall be the sole responsibility of the Local Union.
- 8.02 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have management escorted access to the Employer's premises during regular office hours in order to investigate and assist in the settlement of a grievance.

#### **ARTICLE 9 - LABOUR MANAGEMENT**

- 9.01 The Labour Management Committee will consist of four (4) representatives from

the Union and up to four (4) representatives of the Employer. This Committee will enjoy the full support of both parties in the interests of improved service to the public and job security for the Employees.

- 9.02 A Representative of the Employer and of the Local shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.
- 9.03 The Labour Management Committee will concern itself with the following general matters:
- i) considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees;
  - ii) improving and extending services to the public;
  - iii) reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service); and
  - iv) correcting conditions causing grievances and misunderstandings.
- 9.04 This Committee will meet as required at the call of the Joint Chairpersons at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. The agenda will include a New Business section to make room for last minute issues that arise subsequent to the agenda being circulated. Employees will not suffer any loss of pay for time spent with this committee.
- 9.05 Minutes of each Committee meeting shall be prepared and signed by the Joint Chairpersons as promptly as possible after the close of the meeting. Committee members shall receive copies of the minutes within seven (7) days following the meeting.
- 9.06 This Committee will not have jurisdiction over wages or any other matter of collective bargaining, including administration of this Collective Agreement.

#### **ARTICLE 10 - GRIEVANCE PROCEDURE**

- 10.01 Grievance is defined as any dispute arising out of interpretation or alleged violation of the Collective Agreement.
- 10.02 Step I - The aggrieved Employee, accompanied by his/her Shop Steward, or the Steward only in the event a group of Employees is involved, shall submit the grievance in writing to the immediate Supervisor within twenty (20) working days from the date that the incident giving rise to the dispute occurred. The Supervisor will have a maximum of twenty (20) working days to render his/her decision.

Step II - If the decision of the immediate Supervisor is unacceptable to the

Union, the Union shall submit the matter in writing to the Executive Director of the Queens County Residential Services, Inc. within twenty (20) working days from the date on which the immediate Supervisor rendered his/her decision. The Executive Director will have a maximum of twenty (20) working days in which to render a decision.

Step III - Failing satisfactory settlement being reached in Step I), the Union shall, within twenty (20) working days from the day the Executive Director rendered a decision, refer the dispute to arbitration, except in the case of discharge where the Union shall, within thirty (30) working days from the day the Executive Director rendered a decision, refer the dispute to arbitration.

- 10.03 Where a dispute involving a question of general application or interpretation occurs or where a group of Employees or the Union has a grievance, Step I of this Article may be by-passed.
- 10.04 For the purpose of this Agreement, "working day" will exclude Saturday, Sunday and Statutory Holidays as outlined in this Agreement. If advantage of the grievance procedure has not been taken within the time limits specified in this Agreement, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.
- 10.05 The time limits specified in this Article may be extended by mutual agreement of the parties.
- 10.06 Replies to grievances will be in writing at all stages.

#### **ARTICLE 11 - ARBITRATION**

- 11.01 Where either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party indicating the name and address of its nominee to an Arbitration Board. The two (2) nominees will then select an impartial Chairman. A single Arbitrator may be appointed by mutual agreement between the parties.
- 11.02 If the party receiving the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairman within ten (10) working days of their appointment, the appointment will be made by the Minister of Labour for the Province of Prince Edward Island upon request of either party.
- 11.03 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may 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.

- 11.04 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision which it shall do within one (1) calendar week.
- 11.05 Each party will pay:
- i) the fees and expenses of the nominee it appoints; and
  - ii) one-half of the fees and expenses of the Chairperson.
- 11.06 The time limits outlined in this article may be extended by mutual agreement of the parties.

## **ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE**

- 12.01 An Employee who has completed his/her probationary period may be dismissed or disciplined but only for just cause, the burden of which shall rest with the Employer. When an Employee is disciplined, except with respect to a verbal warning, he/she will be given the reason in writing by the Employer with a copy to the Recording Secretary of the Local Union. In cases where an Employee is being disciplined (including being given a verbal or written warning, suspension or discharge) the Employer will inform the Employee of the right to have a Shop Steward or other designated Union representative present. If the Employer fails to advise the Employee of their right to Union representation any discipline imposed shall be deemed null and void.
- 12.02 A probationary Employee may be terminated by the Employer and there shall be no recourse to the grievance-arbitration procedure unless such discharge is the result of discrimination.
- 12.03 A permanent full-time or part-time Employee who considers that he/she has been unjustly discharged or suspended shall be entitled to omit Step 1 of the Grievance Procedure. Such grievances shall be filed within twenty (20) working days of the discharge or suspension.
- 12.04 An Employee, upon giving twenty-four (24) hours (Monday - Friday) notice, may examine his/her Employee file during regular office hours and shall have the right to respond in writing to any document contained therein. The Employee shall have the right to make copies of any material contained in his/her file. References will not be shown or made available to the Employee.
- 12.05 The Employer and the Union agree that dismissal is the appropriate penalty for blatant client abuse. Where a Board of Arbitration or a single Arbitrator is satisfied that blatant client abuse has been proven, the Union relinquishes its

right to request that the penalty imposed by the Employer be changed and the Board of Arbitration or a single Arbitrator shall not have the authority to change the penalty.

- 12.06 The record of an Employee will not be used against him/her providing the Employee has a period of work which is:
- (a) in the case of a suspension, discipline free for twenty-four (24) months following the suspension;
  - (b) in the case of any disciplinary action less than a suspension, discipline free for twelve (12) months following the disciplinary action.

## ARTICLE 13 - SENIORITY

- 13.01 Seniority is defined as the length of service with the Queens County Residential Services Inc. and includes service prior to voluntary recognition.
- 13.02 The Employer will maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list will be sent to the Union and posted on the bulletin board in January of each year. Upon presentation of proof of error by an Employee, or the Union, or the Employer, such error will be corrected.
- 13.03 Newly hired Employees will be on probation from the date of hiring and will not become permanent until they have completed one **thousand five hundred & forty (1540)** hours of work in their position. The Employer reserves the right to extend this period up to an additional four hundred (400) hours in consultation with the Union. During the probationary period, the Employee will be entitled to all rights and benefits of the Agreement with the exception of discharge. After completion of the probationary period, seniority shall be effective from the original date of employment.
- 13.04 Seniority for permanent part-time Employees will be calculated on a pro rata basis.
- 13.05 An Employee will lose seniority rights in the event that he/she
- i) voluntarily leaves the service of the Employer;
  - ii) is discharged for just cause and is not reinstated;
  - iii) is absent from work without notifying the Employer;
  - iv) is laid off for eighteen (18) continuous months;
  - v) fails to return to work within twenty-one (21) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness and notice of such sickness is given to the Supervisor before the

- vi) expiration of three (3) calendar weeks aforesaid; it is the responsibility of the Employee to keep the Employer informed of his/her current address; is on a leave of absence without pay for a period of twenty-four (24) consecutive months, understanding that this time may be extended by mutual agreement of the Employee, Union, and Employer in three (3) month intervals when there is evidence that the Employee will be able to return to work, and during which time there will be joint planning between the parties to assist towards this end; or
- vii) is excluded from the bargaining unit for a period longer than ten (10) consecutive months pursuant to article 13.07(a).

13.06 When an Employee has been granted a leave of absence with pay, the seniority of such Employee will be retained and accumulated.

- 13.07 (a) Employees who are transferred to a position outside the bargaining unit will retain the seniority accumulated up to the date of leaving the unit for a period of ten (10) consecutive months, and will continue to accumulate seniority during this period.
- (b) The time periods outlined in Articles 13.05(vii) and 13.07(a) may be extended by mutual agreement in writing of the parties.

#### **ARTICLE 14 - JOB POSTINGS**

- 14.01 (a) When a permanent vacancy occurs within the Bargaining Unit which the Employer intends to fill, the Employer will post notice of the position in all worksites for a minimum of eight (8) calendar days, excluding statutory holidays. The Employer will post the position within seven (7) calendar days following the Employer's decision to fill the position.
- (b) Notwithstanding Article 14.03, the Employer may elect to include notice to persons outside of the bargaining unit within this posting, with an understanding that first consideration will be given to bargaining unit members to fill this position.
- (c) For the purpose of this Article, vacancy will include one created by the temporary absence of a bargaining unit member due to maternity leave or a temporary position that exceeds the time periods outlined in 1.07(ii) and (iii) respectively. This position will be filled in accordance with this article. Preference will be given to permanent part-time Employees who possess the required qualifications and ability. Notwithstanding Article 1.07, a Bargaining Unit member who fills the temporary vacancy will maintain Bargaining Unit status. The Employer will forego Article 14.06 when filling the vacancy. Any subsequent temporary vacancies arising as a result of the foregoing will not be subject to the job posting procedure.

- 14.02 Such notice shall contain the following information: nature of position, qualifications required, knowledge and education, skills, shift, wage or salary rate. Such qualifications may not be established in an arbitrary or discriminatory manner.
- 14.03 Outside advertising to fill a Bargaining Unit position shall not commence until the notice has been posted for eight (8) calendar days, excluding statutory holidays.
- 14.04 Within seven (7) 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) days.
- 14.05 (a) For the purpose of job postings, primary consideration will be given to the Employee with the most seniority who has the qualifications to perform the required duties.
- (b) **Probationary Employees shall not be eligible to apply for a posting until successful completion of the probation period.**
- 14.06 When a permanent Employee is the successful applicant, such Employee will be placed in the position on a trial basis for an established period not to exceed eight hundred and sixty-seven (867) hours of work.

Conditional on satisfactory performance, the Employee will be declared permanent. If the individual proves unsatisfactory during the trial period, then he or she will be returned to his/her former position, wage or salary rate without loss of seniority. Any other Employee promoted because of the re-arrangement of positions will also be returned to his/her former position, wage or salary rate, without loss of seniority.

## **ARTICLE 15 - LAYOFF AND RECALL**

- 15.01 A lay-off is defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.
- 15.02 Employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An Employee about to be laid off may bump the least senior Employee providing the Employee exercising the right has the qualifications to perform the work of the Employee with the least seniority. It is understood, that if the layoff is as a result of reduction in hours, Employees will bump by category as determined by Articles 1:04 and 1:05. In the case of an Employee bumping as a result of a reduction in hours, that Employee shall have the right to bump the least senior Employee holding a position with a work guarantee equal to or greater than the guarantee of the senior Employee being laid off. In the event no Employee with



less seniority than the Employee being laid off holds a position with a work guarantee equal to or greater than that of the Employee being laid off then the laid off Employee shall have the right to bump the junior part-time Employee with a work guarantee next closest to the work guarantee they had prior to layoff.

- 15.03 Employees shall be recalled in the order of their seniority providing they possess the necessary qualifications to perform the work.
- 15.04 New Employees will not be hired until those laid off have been given an opportunity of recall.
- 15.05 Employees who are to be laid off will be notified at least two (2) weeks in advance of the layoff.
- 15.06 Grievances concerning lay-offs shall be initiated at Step II of the Grievance Procedure.

#### **ARTICLE 16 - HOURS OF WORK**

- 16.01 (a) The normal hours of work, excluding the sleepover period from midnight to 4:00 a.m., shall be forty (40) hours per week averaged over a four (4) week period. This is inclusive of meal periods and breaks.

- i) Effective as of **October 1, 2023** Employees shall be paid **\$31.70** standby pay for the four (4) hour sleepover period. The sleepover standby rate shall increase thereafter as follows:

• 22Mar24	-	\$34.24
• 04Oct24	-	\$35.61
• 03Oct25	-	\$37.03

- 16.02 (a) The work schedule shall be posted at least two (2) weeks in advance. The Employee concerned shall be notified at least thirty-six (36) hours in advance of any changes made in the schedule. If the Employee does not receive at least thirty-six (36) hours' notice in advance, the Employee shall be compensated for all hours worked she would normally have had off, at the overtime rate. If a change in the schedule results in the Employee working the day(s) she had scheduled off, the Employee may have her day(s) off re-scheduled at an alternate date.
- (b) Notwithstanding (a) above, a Part Time Employee who accepts a shift in addition to those scheduled under (a) above, and which does not fall within the Overtime definition in 17.01(a), shall not be entitled to overtime for the additional shift.

- 16.03 Where possible, Employees will receive two (2) consecutive days off in each week, unless otherwise mutually agreed. A day off is defined as a twenty-four (24) period (eg.9 a.m. - 9 a.m.).
- 16.04 Time spent by an Employee outside of his/her regularly scheduled shift in escorting clients to appointments will be paid at the straight time rate and compensating time off will be granted unless otherwise mutually agreed upon. Employees performing such duties outside of their regularly scheduled shift shall receive a minimum of two (2) hours compensation for each appointment for which an Employee is required to escort a client(s). For further clarity, the two (2) hour minimum compensation shall apply to each incident where there is a break between the Employee's regular work day and the appointment for which she is required to escort the client(s). A second two (2) hour's compensation would not apply to appointments that run consecutive to one another and which fall into the same two (2) hour period.
- 16.05 It is the responsibility of Employees to attend staff meetings outside the regular hours of work; compensation will be at the straight time rate and shall be a minimum of three (3) hours per staff meeting.
- 16.06 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.

## ARTICLE 17 - OVERTIME

- 17.01 (a) Overtime is defined as hours requested and approved by the Employer to be worked, and worked by an Employee in excess of the normal hours as defined in Article 16.01(a), and will include hours worked on a statutory holiday.
- (b) Compensation for overtime hours worked will be at time and one-half the regular (1 ½) hourly rate, except as otherwise provided within this Agreement.
- 17.02 Overtime will apply to all Employees called back to work on scheduled days off or vacation.
- 17.03 During periods of adverse weather conditions, if an Employee is required by the Employer to remain at work as a direct result of the inability for the replacement staff to get to work, they shall be entitled to overtime compensation at the rate of time and one half (1.5) their regular rate.
- 17.04 All training sessions and/or workshops that Employees are required by the Employer to attend shall be paid at straight time rates.

- 17.05 Employees may elect to switch shifts with the approval of the Supervisor. This will not constitute overtime, and compensation will be at the straight time rate. Operational requirements permitting, such approval shall not be unreasonably withheld.
- 17.06 (a) For the purposes of this Article, compensation will be given as equivalent time off with pay, at a time mutually agreed to by the Employee and the Employer.
- (b) Employees may choose cash payment for overtime or a portion thereof instead of compensating time off. Such a request is to be made in writing through the Supervisor to payroll.

#### **ARTICLE 18 - VACATIONS**

- 18.01 Employees are entitled to annual vacations with pay in accordance with years of continuous employment as follows:
- i) Less than seven (7) years continuous service - one and one quarter ( $1 \frac{1}{4}$ ) working days per full month of service (fifteen (15) working days per year);
  - ii) Seven (7) or more years continuous service - one and two thirds ( $1 \frac{2}{3}$ ) working days per full month of service (twenty (20) working days per year).
  - iii) Fifteen (15) or more years continuous service - two and one twelfth ( $2 \frac{1}{12}$ ) working days per full month of service (twenty-five (25) working days per year);
  - iv) Twenty-six (26) or more years continuous service - two and one half ( $2 \frac{1}{2}$ ) working days per full month of service (thirty (30) working days per year)
- 18.02 (a) The vacation year shall be April 1 to March 31.
- (b) Vacation must be taken within the year that it is earned, however, Employees may carry over an equivalent maximum of five (5) working days to the next year.
- (c) Unused Vacation - If an Employee has been unable to utilize their vacation allotment, as a result of the Employer's inability to grant their reasonable requests to schedule vacation, the Employee shall be permitted to carry over any unused vacation credits, notwithstanding paragraph (b).

- 18.03 When a holiday falls within an Employee's vacation period, that day shall

constitute a holiday and not a day of vacation leave.

- 18.04 An Employee whose employment is terminated for any reason will be paid with his/her final pay an amount equivalent to any vacation which may have accrued to his/her benefit in accordance with Article 18:01 above. An Employee will have deducted from his/her final pay any vacation which he/she has taken but not earned to the date of his/her termination.
- 18.05 Employees will be given their choice of vacation periods according to their bargaining-unit-wide seniority applied within their place of work.
- 18.06 Unless otherwise mutually agreed to between the Employees and the Employer, a vacation schedule will be posted by May 1 of each year. A posted schedule may only be changed by mutual agreement of the Employees and the Employer. It is understood that the above schedule, if posted, applies for the months of June, July, August and September. Vacation requests otherwise shall be made by the Employee giving reasonable notice.

#### **ARTICLE 19 - HOLIDAYS**

- 19.01 (a) Full-time Employees are entitled to eight (8) hours paid leave for the following holidays:

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

and any other day declared by the Provincial Government.

- (b) One (1) floating holiday shall be granted each fiscal year and shall not be carried forward from one calendar year to the next. To qualify for the floating holiday, Employees must have been hired prior to October 1. The floating holiday shall be taken at a time mutually agreed to by the Employee and the Employer.
- (c) Part-time Employees are entitled to all holidays on a pro rata basis.
- 19.02 (a) An Employee who is scheduled to work, and works, on a holiday as outlined in 19:01(a) will be compensated at the rate of time and one-half (1 ½) for all hours worked and will have the holiday rescheduled.



- (b) If an Employee is not originally scheduled to work on Christmas Day, Boxing Day or New Year's Day and is subsequently rescheduled or required to work on one of the above holidays, the Employee shall be paid at double (2X) the regular hourly rate and shall have his/her holiday rescheduled.
- 19.03 If a holiday falls on an Employee's scheduled day off, the Employee will be given an alternate day off at a time mutually agreed to by the Employee and the Employer.

#### **ARTICLE 20 - SICK LEAVE**

- 20.01 Each Employee will accumulate sick leave credits at the rate of one and one-quarter (1 1/4) working days per month for each calendar month of continuous paid employment up to a maximum of eighty-five (85) working days.
- 20.02 When a holiday occurs while an Employee is on paid sick leave, no deduction from the accumulated sick leave credits shall be made for that day.
- 20.03 For the purpose of this article, the Employer will recognize pregnancy related illness as sickness.
- 20.04 For any reported illness, the Employer may require a medical certificate signed by a qualified medical practitioner. If the medical certificate is not submitted, the time absent from work will be deducted from the Employee's salary.
- 20.05 Abuse of sick leave will result in the Employee being suspended or discharged.
- 20.06 (a) Where an illness is caused due to the use of alcohol or other drugs and where the Employee concerned voluntarily selects or is directed to undertake a full treatment and rehabilitation program, the Employee will be granted sick leave with pay in accordance with this Agreement.
- (b) Where an Employee voluntarily selects or is directed to undertake a full treatment and rehabilitation program from a recognized treatment facility for addiction to gambling, the Employee will be granted sick leave with pay in accordance with this Agreement.
- 20.07 An Employee hospitalized or confined to her/his residence on doctor's orders during her/his vacation period shall qualify for use of sick leave credits upon production of a doctor's certificate and provided the illness is reported to the Employer at the time it occurs. She/he shall have her/his vacation days rescheduled at a later date.
- 20.08 Each Employee shall be allowed one sick day or necessary portion thereof, to travel to another area for a medical appointment for himself/herself, his/her

dependent child, spouse or a member of his/her immediate family residing in the same household. In the case of an Employee's parent that does not reside with the Employee, up to one (1) days leave shall be provided per year. Proof of this visit – medical certificate – shall be provided upon request. This is to be granted as the need arises, and not to exceed three (3) days per year. These three (3) sick days can be used at one time or individually. Employees shall use all reasonable efforts to book such appointments during the off duty hours.

- 20.09 Where no one other than the Employee can provide for the needs of the Employee's dependent child as a result of illness or injury, the Employee shall be entitled to use up to twenty-four (24) hours sick leave per fiscal year for the purpose of providing care to the dependent child.

## **ARTICLE 21 - LEAVE OF ABSENCE**

- 21.01 Representatives of the Union shall not suffer any loss of pay or benefits for the time involved in grievance and arbitration procedures. Union representatives will not leave their workplace when dealing with grievances without prior approval of the Employer.
- 21.02 Where operational requirements permit and the Employer receives forty-eight (48) hours written notice, leave of absence with pay and without loss of seniority shall be granted to any Employee(s) elected or appointed at the local level to represent the Union at Labour Schools or Seminars. The Union shall reimburse the Employer for receipt of such pay.
- 21.03 The Employer shall grant a leave of absence without loss of wages, seniority and benefits to an Employee who serves as a witness in connection with QCRS Inc. duties, or as a juror. The Employee shall turn over to the Employer any witness fee received for acting as a witness or juror.
- 21.04 When on an approved leave of absence without pay, there is no accumulation of any benefits under this Agreement.
- 21.05 General Leave

The Employer may in its discretion grant leave of absence without pay to any Employee requesting such leave for good and sufficient cause. Employees on such leave shall maintain their accumulated seniority while on the leave of absence but shall not accumulate further seniority while on the leave. Such approval shall not be unreasonably denied.

**ARTICLE 22 - MATERNITY, PARENTAL, ADOPTION and PATERNITY**

22.01 (a) Every female Employee who

- i) has been a member of the bargaining unit for a continuous period of twenty (20) weeks or more, and
- ii) provides the Employer with a certificate of a qualified medical practitioner certifying that the Employee is pregnant and specifying the estimated date of birth will be granted maternity leave without pay for a continuous period of not more than fifteen (15) weeks.

(b) Subject to 22.01(c), an Employee who has been granted maternity leave must commence such leave on the first of either

- i) the actual date of birth of the child, or
- ii) at any time determined with the Employer during the period of twelve (12) weeks immediately preceding the estimated date of birth of the child.

22.02 (a) Every Employee who has been a member of the bargaining unit for a continuous period of twenty (20) weeks or more, and who:

- i) in the case of a female Employee, becomes the natural mother of a child, or
- ii) in the case of a male Employee, becomes the natural father of a child, will be entitled to parental leave without pay consisting of a continuous period of not more than sixty-one (61) weeks.

(b) Every Employee who has been a member of the bargaining unit for a continuous period of twenty (20) weeks or more, who

- i) assumes actual care and custody of the child for the purposes of adoption, or
- ii) adopts or obtains legal guardianship of a child under the law of a province, will be entitled to parental leave without pay consisting of a continuous period of not more than sixty-one (61) weeks.

(c) Subject to section (d), parental leave shall be taken only during the fifty-two (52) week period commencing on the date of the child's birth or the date on which the child comes into the custody of the Employee, whichever is later.

(d) Where an Employee intends to take parental leave in addition to maternity leave as per 22.01, the Employee must commence parental leave immediately on the expiry of the maternity leave without a return to work after expiry of the maternity leave and before commencement of the

parental leave, unless the Employee and Employer agree otherwise.

22.03 Notwithstanding any other provision of this full article, the aggregate amount of leave that may be taken by one (1) or two (2) Employees under this article in respect of the same event shall not exceed sixty-one (61) weeks.

22.04 (a) Application for maternity leave and/or parental leave must be submitted by the Employee to the Employer in writing at least four (4) weeks before the day specified in the application as the day on which the Employee intends to commence the leave, and shall include a return to work date.

(b) Notwithstanding subsection (a), in the case of leave pursuant to 22.02(b) i or ii, an application for parental leave will not be required earlier than the date on which the Employee is notified of the placement of the child.

22.05 Notwithstanding 22.04, the Employer may accept an Employee's return to work at a date earlier than the return date specified in 22.04 provided that the Employee provides the Employer with at least two (2) weeks written notice of the revised date requested to return.

22.06 The Employee will, upon return from any of the aforementioned leaves, be reinstated to his/her former position if it is still in existence. If the former position no longer exists, he/she will be reinstated to an equivalent classification.

22.07 (a) While on maternity, adoption, or parental leave, an Employee will continue to accumulate seniority. The Union agrees that the accumulation of seniority for parental leave only will be effective from October 1, 1998 on a forward basis.

(b) While on maternity, adoption, or parental leave, an Employee will continue to accumulate service for up to twelve (12) months for the purposes of vacation entitlement thresholds. For clarity an Employee will not accumulate vacation days while on the aforementioned leave.

22.08 (a) Every male Employee will receive one day (eight (8) hours) as paid paternity leave on the occasion of the birth of his natural child. This benefit shall not be pro-rated for part time Employees.

(b) Approved paternity leave must be taken within seven (7) calendar days of the date of the birth of the child.

22.09 Employees on Maternity Leave shall be eligible for continuation of 50/50 cost sharing of group insurance benefits, subject to the terms of the policies of insurance.



## **ARTICLE 23 - BEREAVEMENT LEAVE**

- 23.01 (a) In the event of the death of an Employee's child, step-child, spouse or common-law spouse, an Employee shall be provided with seven (7) calendar days leave, without loss of salary or wages, commencing on the date of the death.
- (b) In the event of the death of an Employee's parent or sibling, an Employee shall be provided with four (4) calendar days leave, without loss of salary or wages, commencing on the date of death.
- (c) In the event of a death of any other member of an Employee's immediate family, a full-time Employee shall be entitled to a period of three (3) consecutive calendar days leave without loss of pay. The three (3) calendar days leave shall commence on the date of the death or the day immediately following. In the event the funeral or memorial service is delayed, an Employee shall have the option of taking the three (3) consecutive calendar days at the later date with the third day being the date of the funeral or memorial service.
- (d) Additional days may be granted under 23.01(a) at the discretion of the Employer.
- (e) Where funeral service and burial occur outside the Province, such leave shall include reasonable travelling time not to exceed two (2) working days.
- (f) In the event the interment occurs at a date later than the funeral, an Employee shall be granted a minimum of three (3) up to a maximum of eight (8) hours paid leave if required to enable the Employee to attend the interment service.
- (g) **An Employee may request to defer up to two (2) consecutive calendar days of leave entitlement outlined in 23.01 (a) and (b) to attend a funeral or a celebration of life at a later date provided it does not result in additional paid leave.**
- 23.02 (a) One (1) working day's leave shall be granted, without loss of salary or wages, to attend the funeral of the following members of your immediate family: an aunt, uncle, nephew, niece, spouse's nephew or spouse's niece or grandparent-in-law. Where the Employee is scheduled to work the day of the funeral and the preceding day, the Employee may elect to take the day of the wake instead of the funeral day.
- (b) Where the funeral service or burial occur outside the Province, such leave shall include reasonable travelling time not to exceed one (1) working day.

23.03 Up to one (1) working day's leave shall be granted without loss of pay to serve as

a pallbearer or flower bearer at a funeral)

- 23.04 In the event of a death of a client or co-worker, up to two working day's leave may be granted without loss of salary or wages, at the discretion of the Employer.
- 23.05 In the event that bereavement leave occurs on scheduled time in excess of entitled leave, hours in excess not worked as a result of this leave must be made up by the Employee, as per Article 25.02 (i), (ii), or (iii), to be decided upon by the Employee.
- 23.06 (a) In the case of serious illness of the Employee's parent, spouse, common law spouse, brother, sister or child, compassionate leave of two (2) working days per calendar year without loss of pay shall not be unreasonably withheld. For the avoidance of doubt, serious illness is that which is life threatening and where the immediate family has been called to the bedside of the family member.
- (b) Where the illness occurs outside the province, up to one (1) additional working day shall be granted without loss of pay.
- 23.07 In the event that a member of an Employee's immediate family, as defined in Article 23.01(a) or (b), dies while the Employee is on approved vacation leave, the Employee shall qualify for use of Bereavement Leave credits as laid out in this article and the vacation days replaced shall be credited back to the Employee's vacation bank.

#### **ARTICLE 24 - WORKERS' COMPENSATION**

- 24.01 All Employees will be covered by the Workers' Compensation Act.
- 24.02 An Employee who is receiving compensation under the *Workers' Compensation Act* shall continue to:
- (a) receive the benefits outlined in Article 27.01(a) and 27.02 and will continue to accrue seniority;
  - (b) earn sick leave for a period of up to three months from the date of the injury giving rise to the WCB claim; and
  - (c) subject to article 18.02 (b), earn vacation leave for the period of WCB leave.
- 24.03 An Employee who is injured during working hours, and is required to leave for treatment, will receive payment for the remainder of the shift at the 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. For Employees scheduled to work consecutive shifts which will be in excess of 12 hours, payment shall only be received to the end of the first shift, and will in no case be more than 12 hours.

- 24.04 An Employee who has filed a claim under the *Workers Compensation Act* shall be eligible to apply for sick leave during any statutory waiting period. In the event that the Employee receives compensation from the Workers Compensation Board for the waiting period, the Employee shall repay the Employer for the sick leave utilized during the waiting period, and any sick leave granted will be re-credited to the Employee's sick leave bank.

Once the three day waiting period is exhausted and if the Employee's Workers' Compensation claim has not yet been approved and if an Employee is eligible for sick leave benefits, the Employer will pay them at the level which is equivalent to his/her 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 on 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 at the Employee's discretion.

## **ARTICLE 25 - ADVERSE WEATHER CONDITIONS**

- 25.01 QCRS Inc. will not be closed due to storm conditions, and as such, all Employees are expected to report for duty and remain at their place of work without exception.

- 25.02 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 made up by the Employee, within the eight (8) weeks following the date of the lost time, in one of the following ways, to be decided upon by the Employee:

- i) made up by the Employee at a time agreed upon by the Employee and his/her immediate Supervisor, or
- ii) charged to the Employee's vacation, holiday time or the earned time bank should such an entitlement exist, or
- iii) otherwise deemed to be leave without pay.

- 25.03 All Employees will receive similar treatment. No discrimination is to be practised regarding individual or personal situations, such as place of residence, family responsibilities, transportation problems or carpools. Employees who can anticipate individual or personal problems that may result in lateness, absence or

early leaving due to storm conditions and who do not wish to be granted leave without pay should set aside a portion of their annual vacation in order to accommodate this situation.

- 25.04 An Employee who is unable to return home and is required to work will be compensated as per Article 17.06(a) or 17.06(b).

#### **ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**

- 26.01 The Employer will pay wages and salaries in accordance with Appendix "A" attached hereto and forming part of this Agreement.
- 26.02 (a) A step increase may be awarded to a full-time permanent Employee on the anniversary of appointment within their classification. Such an increase is based on meritorious performance. The awarding of such increase shall only occur if there has been an unbroken period of paid employment of twelve (12) months (excluding maternity leave). Otherwise, the increment date shall be advanced by the period of absence.
- (b) The anniversary for permanent part-time Employees will be on completion of each 2080 paid hours of work in that permanent part-time position.
- (c) Any dispute on meritorious performance will be subject to the grievance-arbitration procedure.
- 26.03 Pay periods will be bi-weekly. Pay days shall be every second Thursday.
- 26.04 When pay day falls on a holiday, pay day shall be the last banking day prior to the holiday.
- 26.05 Employees will give at least two (2) weeks notice prior to termination of employment.

#### **ARTICLE 27 - GROUP INSURANCE PLAN**

- 27.01 (a) The Employer and Employees will share in the cost of a Group Insurance Plan which shall provide coverage in the following areas:
- Extended Health
  - Dental
  - Accidental death or Dismemberment
  - Life Insurance
  - Long Term Disability



- (b) Employees covered by an alternate plan can be exempted from the extended health, dental, and ADD aspects of the Group Insurance Plan within QCRS Inc., otherwise, Employees' participation in the full plan shall be mandatory.
- (c) Employees who have worked for a period of three continuous calendar months will be enrolled within the Group Insurance Plan.

27.02 The total cost of this Plan will be divided between the Employer and Employee on a 50/50 basis. The Employee's contribution will be attributed first to the LTD premium. Effective February 13<sup>th</sup>, 2000, should the Employee's contribution be insufficient to cover the whole of the LTD premium, the Employer will contribute the difference, but will treat its contribution as a taxable benefit for the Employee in order to preserve the tax free status of the LTD benefit.

Employees proceeding on an approved leave of absence without pay may make application to continue participation with the Group Insurance Plan, the cost of which shall be paid 100% by the Employee. Continuation shall be subject to conditions outlined by, and approval of, the Employer and carrier of the plan. Arrangements for continuation and payment shall be made by the Employee with the Employer in advance of the leave.

27.04 The parties will establish a joint committee with equal representation from Union and Employer to review the group insurance benefit plans. The Employer will consult the joint committee on the annual renewal and regarding any material changes in the insured benefit plans.

#### **ARTICLE 28 - GROUP REGISTERED PENSION PLAN**

28.01 The Employer and Employees will share in the cost of a Group Registered Plan (RPP).

28.02 Employees will be enrolled in the plan on the first day of the month after completing one (1) year of employment.

28.03 Employees who are enrolled in the plan will contribute of their salary. Effective **March 22, 2024** the contribution rate shall rise to **4.75%**. Deductions will be made from each pay period. The Employer will additionally contribute an amount equal to the contribution of the Employee.

28.04 In this Article, the terms used shall have the meanings as described:

"Plan" means the Multi-Sector Pension Plan

"Applicable Wages" means the basic straight time wages for all hours worked

and in addition:

- (i) the straight time component of hours worked on a holiday; and
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay; and
- (iv) sick paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
- (v) Approved Employer paid, or reimbursed, leaves of absence.

All other payments, premiums, allowances and similar payments are excluded.

28.05 "Eligible Employee" means all Employees in the bargaining unit.

28.06 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

28.07 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article 28.07 of the agreement include:

- i) To Be Provided Once Only At Plan Commencement
  - Date of Hire
  - Date of Birth
  - Date of First Contribution
  - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
  - Gender
- ii) To Be Provided With Each Remittance
  - Name
  - Social Insurance Number
  - Monthly Remittance
  - Pensionable Earnings
  - Year to Date Contributions
  - Employer portion of arrears owing due to error, or late enrolment by the Employer

- iii) To Be Provided Initially And As Status Changes
  - Full Address
  - Termination Date Where Applicable (MM/DD/YY)
  - Marital Status
- iv) To Be Provided Annually But No Later Than December 1
  - Current Complete Address Listing

28.08 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A.

28.09 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

28.10 The Union and the Employer acknowledge and agree that there is presently no legal requirement on the Employer, statutory or otherwise, to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

28.11 It is understood and agreed by the Employer and the Union that should the legal requirements change so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will re-open the collective agreement for the purpose of negotiating a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

#### **ARTICLE 29 - VEHICLE ALLOWANCE**

- 29.01 (a) An Employee who is required by the Employer to use his/her personal vehicle in the Greater Charlottetown area on Employer business will be:
- i Effective on the first day of the month of signing this collective agreement paid **fifty (50) cents** per kilometre; and
  - ii reimbursed for paid parking upon presentation of a receipt.
- (b) If the approved use of the Employee's vehicle includes transporting one or more clients, the reimbursement will include an additional one dollar & fifty cents (\$1.50) per client per day to a maximum of \$6.00 per day. This

additional reimbursement is assumed to cover general wear and tear on the use of one's vehicle, and additional insurance cost, related to transporting clients.

- (c) In the event that a client of the Employer causes specific damage to an Employee's vehicle, the Employer agrees to cover in costs of such repair for that incident, to a maximum of \$1,000.00 per occurrence. An incident report must be completed by the Employee and submitted to the Employer within one (1) working day of the incident outlining what occurred. Repair costs greater than \$1,000.00 shall be the responsibility of the Employee. The Employer reserves the right to request at least two (2) quotes for needed repairs.
- (d) Notwithstanding 29:01 (a) and (b), the monthly reimbursement will be restricted to a maximum of \$150.00 unless otherwise negotiated and approved with the Employer, which will be for unique situations. This paragraph (d) does not apply to Day Program Workers.

29.02 All Employees who use their vehicle on Employer business must:

- i. carry a minimum of one million dollars public liability insurance; and
- ii. complete and have on file with the Employer the Use of Personal Vehicle for Employer Business form.

29.03 The Employer and the Union recognize the unique nature of the Day Program Worker's (DPW) duties, with respect to travel, and the need for a DPW to have access to a reliable vehicle. However, the parties also recognize that from time to time, vehicle maintenance will create a situation where the Employee may not have access to a reliable vehicle, for a period of time, not to exceed two (2) consecutive work days and not to exceed two (2) occasions per fiscal year as a result. Under these circumstances, DPW Employees shall not be penalized in any way or shall not be expected to take time off work during the period their vehicle is being maintained or repaired and shall be provided work they can do until such time as their vehicle is back on the road.

## **ARTICLE 30 - PYRAMIDING OF BENEFITS**

30.01 There shall be no pyramiding of benefits under the provisions of this Collective Agreement.

## **ARTICLE 31 - BULLETIN BOARDS**

31.01 The Employer shall provide Bulletin Board space which shall be placed so that all Employees will have access to them and upon which the Union shall have the



right to post notices of meetings and such other notices as may be of interest to the Employees.

### **ARTICLE 32 - CONTINUANCE OF OPERATIONS**

32.01 The Union agrees that during the life of this Agreement, there will be no strikes, suspension, slow down of work or picketing.

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

### **ARTICLE 33 - SEXUAL HARASSMENT**

33.01 Sexual harassment is defined as any conduct, comment, gesture, or contact of a sexual nature that:

- i) is likely to cause offence or humiliation to any staff, Employee, support person, manager, director, officer, or volunteer; or
- ii) might, on reasonable grounds, be perceived by that person as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

33.02 (a) Staff, Employees, support persons, managers, directors, officers, and volunteers can expect to be treated fairly within the workplace, in an environment free of sexual harassment. All complaints of such behaviour will be responded to immediately according to the QCRS Inc. policy (Nov. 25/92), and if founded, remedied without delay.

- (b) Sexual harassment constitutes a disciplinary infraction, and shall be dealt with accordingly.

33.03 Harassment of any kind is not allowed.

- (a) The Employer recognizes that they have the responsibility to ensure Employees have a workplace free from harassment of any kind. The parties acknowledge that the Employer's Harassment Policy provides a procedure for reporting incidents of workplace harassment. The principles of fairness and confidentiality shall apply throughout the whole procedure.
- (b) If a formal complaint is made, the incident must be reported immediately to the Employer. Full written documentation of the incident must be made available to the Employer and should include such information as date, witnesses, remarks and actions.

- (c) Queens County Residential Services Inc. Harassment Policy shall apply.
- (d) The Employer's Harassment Policy does not restrict the rights of Employees in this bargaining unit to access the grievance procedure as a result of an issue of harassment. Therefore, and for clarity, where the Employee is not satisfied with the result of the outcome of the Employer's policy the Employee may file a grievance and pursue the matter in that forum. The documentation set out in (b) shall be required as a prerequisite to the grievance procedure.

#### **ARTICLE 34 - HEALTH & SAFETY**

34.01 The Union and the Employer will jointly promote and comply with the requirements of the Occupational Health & Safety Act, RSPEI Cap 0-1, its regulations and any amendments thereto.

- 34.02 (a) Each program, in conjunction with the Union, will select and maintain one (1) Health and Safety representative from amongst Employees within that program.
- (b) Each representative will be involved on behalf of Employees, together with the Employer, in occupational health and safety in the workplace.
- (c) Should the representative in a particular program proceed on an extended leave of absence from his/her particular program, transfer to another program, or for any reason no longer be able to perform his/her responsibilities, the program shall without undue delay and in conjunction with the Union select a new health and safety representative.
- (d) An up to date list of Health and Safety representatives will be posted on the bulletin board for one full week each January, and any changes for one full week as they occur.

#### **ARTICLE 35 - VIOLENCE**

35.01 Definition of Violence

Violence means the threatened, attempted or actual exercise of any physical force by a person other than a worker that can cause, or that causes, injury to a worker and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that he or she is at risk of injury.

35.02 The Employer recognizes that Employees should not be subjected to regular

occurrence of violence from a client(s). All reports to an Employer by an Employee or the Union shall be investigated by the Employer. In all cases where there is a regular occurrence of violence, the Employer shall establish and maintain measures and procedures to reduce the likelihood of incidents to the lowest level possible.

- 35.03 Wherever possible, an Employee who has experienced an incident of Violence in the Workplace will be given a reasonable amount of time following the incident to debrief and prepare documentation before they are expected to return to their normal duties. Such time shall be subject to the approval of the Employee's Immediate Supervisor.

#### **ARTICLE 36 – DOMESTIC VIOLENCE**

- 36.01 The Employer agrees to recognize that Employees sometimes face situations of domestic violence or domestic abuse in their personal lives that may affect their attendance or performance at work. The Employer also recognizes that an Employee facing situations of domestic violence may require accommodation or leave of absence from work. The Employer will grant up to 24 hours paid leave in a fiscal year. Where an Employee voluntarily discloses personal circumstances of domestic abuse or domestic violence, all such disclosure shall be treated as confidential.

#### **ARTICLE 37 - TERM OF AGREEMENT**

- 37.01 This Agreement shall be binding and remain in effect from October 1<sup>st</sup>, 2023 to September 30<sup>th</sup>, 2026, and shall continue thereafter from year to year unless either party gives notice to the other party, in writing, at least sixty (60) days prior to the expiry date, that it desires its termination or amendment.

Effective March 22, 2024 all Employees at Step 1 shall move to Step 2, and Step 1 shall be deleted from the wage grid. Movement to Step 3 for these employees shall be one full year of service from March 22, 2024.

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## **SCHEDULING MOU**

### **SCHEDULING MEMORANDUM OF UNDERSTANDING**

#### **PURPOSE**

This Memorandum of Understanding is intended to establish a process to develop schedules. It is not intended to affect the rights and obligations of the parties contained in the Collective Agreement.

#### **DEFINITIONS**

*True Master Schedule:* A program schedule that is fair and equitable, with no staff assignment, that meets the employer's operational requirements and adheres to the Collective Agreement.

*Team Master Schedule:* A schedule created using the True Master Schedule that includes preferences for union employees that have been agreed upon by the union staff and the Program Manager.

#### **CREATION OF TRUE MASTER SCHEDULE**

The Employer shall create the True Master Schedule for every program seeking fair and equitable schedules for all staff.

Program Managers will share the True Master Schedule with staff for consultation and ultimate development of the Team Schedule.

#### **CREATION OF THE TEAM SCHEDULE**

The staff must be provided the True Master Schedule for the purpose of presenting options and personal preferences for inclusion in the Team Schedule, where practicable.

Anytime that a union employee's preference affects another union employee's line, the employees must mutually agree to the changes.

The Program Manager must also approve the Team Schedule taking into account fairness and equity to employees, operational requirements and adherence to the collective agreement.

If there are no personal preferences or personal options presented by staff for inclusion on the Team Master Schedule, or if the personal preferences or personal options cannot be facilitated by the Program Manager because they are not fair or equitable and/or due to operational requirements, then the Program Manager will implement the True Master Schedule, with assignments, in consultation with staff.

The Team Master Schedule must be revisited in response to staffing changes.

#### **IMPLEMENTATION OF THE TEAM SCHEDULE**

In implementing the Team Schedule, the scheduler(s) who oversee the day-to-day scheduling needs must take into account the following considerations:

- Client needs;
- Operational requirements;
- Fairness and equity amongst employees; and
- Personal preferences.

#### LEGAL ACCOMMODATIONS

The Team Schedule must also be adjusted to take into account legal accommodations in accordance with Articles 401 and 402 of the Collective Agreement.

#### DISPUTE RESOLUTION

In the event that staff and the Program Manager cannot agree on a Team Schedule or where there is disagreement regarding fairness and equity the Program Manager will request the assistance of the Executive Director. If resolution is not successful the Employer shall have to assign staff based on the Time Master Schedule.

AGREED BY EMPLOYER AND UNION ON THE 31<sup>ST</sup> DAY OF OCTOBER 2018

Dated this 18<sup>th</sup> day of March 2019

Debra Wilson

FOR THE UNION

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FOR THE EMPLOYER

**LETTER OF UNDERSTANDING - HOLIDAY SCHEDULING**

The parties agree to strike a joint committee with equal representation from both parties to review the practices around scheduling staff for holidays with the purpose of making recommendations to the employer regarding its practices. The committee will meet within 60 days of signing the agreement and will make recommendations to the employer no later than 120 days after signing.

Date April 23, 2024

Date April 22/24

Ken Ouel  
QCRS Inc. (Employer)

Priscilla Henry  
CUPE Local 3373 (Union)

