

**COLLECTIVE AGREEMENT**

**BETWEEN**

**UPEI**  
UNIVERSITY  
of Prince Edward  
**ISLAND**

**THE UNIVERSITY OF PRINCE EDWARD ISLAND**

**- A N D -**



**LOCAL UNION NO. 1870**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

*EXPIRES APRIL 30, 2020*

## TABLE OF CONTENTS

PURPOSE OF AGREEMENT .....	1
DEFINITIONS.....	1
ARTICLE 1 - RECOGNITION AND SCOPE OF AGREEMENT .....	3
ARTICLE 2 - MANAGEMENT RIGHTS .....	3
ARTICLE 3 - NO DISCRIMINATION .....	4
ARTICLE 4 - BARGAINING UNIT SECURITY AND CHECK-OFF .....	4
ARTICLE 5 - NON-BARGAINING UNIT EMPLOYMENT.....	6
ARTICLE 6 - REPRESENTATION AND BARGAINING COMMITTEE.....	6
ARTICLE 7 - LABOUR MANAGEMENT .....	6
ARTICLE 8 - GRIEVANCE PROCEDURE .....	7
ARTICLE 9 - ARBITRATION .....	8
ARTICLE 10 - HOURS OF WORK .....	9
ARTICLE 11 - OVERTIME.....	10
ARTICLE 12 - PAYMENT OF WAGES AND ALLOWANCES .....	12
ARTICLE 13 - ATTENDANCE AT WORK .....	13
ARTICLE 14 - LOST TIME.....	14
ARTICLE 15 - REST PERIODS.....	15
ARTICLE 16 - PAID HOLIDAYS.....	15
ARTICLE 17 - VACATIONS .....	16
ARTICLE 18 - SICK LEAVE .....	18
ARTICLE 19 - LEAVE OF ABSENCE .....	19
ARTICLE 20 - SENIORITY .....	22
ARTICLE 21 - LAY OFF AND RECALL.....	23
ARTICLE 22 - PROBATION: .....	27
ARTICLE 23 - PROMOTIONS AND STAFF CHANGES .....	27
ARTICLE 24 - INSURANCE .....	33
ARTICLE 25 - SAFETY AND HEALTH.....	34
ARTICLE 26 - GENERAL CONDITIONS .....	35
ARTICLE 27 - DISCIPLINE AND DISCHARGE .....	36
ARTICLE 28 - RETIREMENT AND PAY .....	37
ARTICLE 29 - SEVERANCE ALLOWANCE .....	37
ARTICLE 30 - STRIKES AND LOCKOUTS .....	37
ARTICLE 31 - JOB SECURITY.....	38
ARTICLE 32 - RESOLUTIONS AND REPORTS OF THE BOARD.....	38
ARTICLE 33 - MATERNITY/PARENTAL/PATERNITY LEAVE .....	38
ARTICLE 34 - REPRESENTATIVE OF THE CANADIAN UNION.....	41
ARTICLE 35 - WORKERS COMPENSATION .....	41
ARTICLE 36 - DEFERRED SALARY LEAVE PLAN .....	42
ARTICLE 37 - TERM OF AGREEMENT .....	44
ARTICLE 38 - ANNIVERSARY DATE .....	45

## APPENDICES

Appendix A – Salary Schedule

Appendix B – Red Circled Employees, Classification Study

Appendix C – UPEI Policy on AIDS

Appendix D – Exclusions

Appendix E – Replacement and Temporary (Term) Employees

Appendix F – Classification and Salary Range Schedule

Memorandum of Understanding – Vacation and Overtime

Memorandum of Agreement – Establishment of Health Care Trust, Minus Appendices

Letter of Understanding – Intellectual Property

Letter of Understanding – Out of Scale Market Adjustments

Letter of Understanding – Job Evaluation, Article 23

Letter of Agreement – Joint Committee Study – Leave Exhaustion

Memorandum of Agreement – Pension Enhancements

Memorandum of Agreement – Excluded Employees

Memorandum of Agreement – Jointly Sponsored Pension Plan



1

This Agreement made and entered into this 16<sup>th</sup> day of March, 2017.

BETWEEN:

The University of Prince Edward Island, hereinafter called "The Employer";

**PARTY OF THE FIRST PART,**

AND:

The Canadian Union of Public Employees, Local Union 1870, hereinafter called "The Union";

**PARTY OF THE SECOND PART.**

### **PURPOSE OF AGREEMENT**

The purpose of this Agreement shall be to establish working conditions, hours of work, rates of pay and/or wages, of the employees of the University of Prince Edward Island who are listed under Article 1.01, 1.02 and 1.03 and to promote cooperation between these employees and the University and to allow the efficient operation of these employees in carrying out the duties detailed by the University Administration.

### **DEFINITIONS**

In this Agreement:

- a) "Casual employees" are defined as those persons employed for an undefined period of time, not to exceed the equivalent of four (4) months of continuous full-time work in any one year, on an irregular or unscheduled basis, to perform work of a non-continuing nature or to assist with temporary increases in workloads.
- b) "Department Head" means the person who has overall responsibility for the supervision and management of the department.
- c) "Employee" means a member of the bargaining unit.
- d) "Employer" means the University of Prince Edward Island.
- e) "Grant employees" are those persons appointed to positions where the funding for the position is based on a "grant" to a designated faculty member, or researcher, rather than for a specific research contract.
- f) "Permanent employee" means a person who is employed on a permanent basis and who has successfully completed their probationary period.
- g) "Sessional employees" are those employees who are employed on a full-time basis for the normal academic year of nine (9) or ten (10) months duration.

- i) "Temporary (term) employees" are defined as those persons appointed to positions where the major funding for the position is from an independent, or separate source; the funding is not of a continuing nature; the position is for a fixed-term; the position is conditional upon some future event; or the position became vacant and will not be refilled as a permanent position.
- ii) "Replacement employees" are those persons hired to replace bargaining unit members who are absent from their regular duties in the workplace on authorized leaves, other work assignments, training or similar absences.
- jj) "University" means the University of Prince Edward Island.
- kk) For the purpose of this Collective Agreement, "common-law spouse" shall include same gender partners.
- ll) "Classification" means a group of titles captured by one of the three grouping silos (MTS, P/A or ADS) under Appendix "F".



## **ARTICLE 1 - RECOGNITION AND SCOPE OF AGREEMENT**

- 1.01 The Employer recognizes the Canadian Union of Public Employees, Local 1870 as the sole Collective Bargaining Agent for all of its employees engaged in work in the classifications listed on the Certification Order 11-75 issued by the Prince Edward Island Labour Relations Board on the 22<sup>nd</sup> day of July, 1975, save and except the exclusions as listed on Appendix "A" of the Certification Order, and casual employees.
- 1.02 In addition, as a result of re-classification, of positions and expansion to the workforce, the Employer voluntarily recognizes the Canadian Union of Public Employees, Local 1870 as the sole Collective Bargaining Agent for all of its employees engaged in work in the classifications listed on Appendix "F" attached to and forming part of its Collective Agreement save and except the exclusions as listed on Appendix "A" of the Certification Order, Appendix "D" of the Collective Agreement, and casual employees.
- 1.03 Permanent Part-time Employees - This Collective Agreement is fully applicable to all permanent part-time employees who work at least half the normal work week and sessional employees, and subject to 24.02.
- 1.04 Notwithstanding the foregoing, the parties agree that casual, temporary, grant and replacement employees shall be entitled to the rights and benefits of this Collective Agreement to the extent outlined in Appendix "E".
- 1.05 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 for emergencies or purposes of instruction.
- 1.06 When new classifications or positions are developed, the University agrees to consult with the Union as to whether such classifications or positions should be included in the Bargaining Unit. Should the Union and the University be unable to agree, the matter shall be referred to the P.E.I. Labour Relations Board.
- 1.07 No employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer Representative which may conflict with the terms of this Collective Agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union acknowledges that it is the exclusive function of the Employer, subject to the terms of the Collective Agreement:
1. To operate and manage the University and to direct the work force in accordance with its commitments and responsibilities;
  2. To select, hire, transfer, promote, demote, classify, lay-off, suspend or discharge an employee for cause and to maintain order, discipline and efficiency;

3. To establish standards and schedule of operation.

### **ARTICLE 3 - NO DISCRIMINATION**

- 3.01 The Employer and the Bargaining Union, their respective servants and agents, agree that there shall be no discrimination, interference, restrictions or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge by reason of race, ethnic origin, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, age, marital status, family relationship, or a handicap when the employee is capable of performing or fulfilling the essential duties or requirements of a position. The Employer also agrees that it will not, either directly or through any person acting on its behalf, discriminate against any person in its employ because of such person being an officer, steward, committee member or member at large of the Union.

- 3.02 Harassment: Harassment is not allowed. Reasonable attempts should be made to resolve cases of harassment before a formal complaint is made. The principles of fairness and confidentiality shall apply throughout the whole procedure.

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.

The University of Prince Edward Island Fair Treatment Policy shall apply.

For clarity the University's Fair Treatment Policy cannot and does not restrict the rights of employees in this bargaining unit to access the grievance procedure as a result of an issue of harassment, whether or not they choose to utilize the University's Fair Treatment Policy.

- 3.03 There shall be no discrimination against HIV-Positive Members, as reflected in the University of Prince Edward Island Policy on Aids (Appendix C).
- 3.04 The Parties acknowledge their joint duty to accommodate the observance of religious holidays of the employees in the bargaining unit.

### **ARTICLE 4 - BARGAINING UNIT SECURITY AND CHECK-OFF**

- 4.01 (a) All employees of the University of Prince Edward Island who have signed Union cards indicating their desire to belong to the Union and all those employees who have been hired since the date of application for certification by Local 1870 CUPE, and fall into the classifications covered by this Agreement, shall, as a condition of continued employment with the Employer, authorize the deduction of Bargaining Union dues from their wages.
- All those employees who were employed by the University of Prince Edward Island prior to application for certification and who have not signed Union cards and are not desirous of becoming Union members, shall as a condition of continued



employment, authorize the deduction of a sum equivalent to union dues from their wages to be donated to a registered charity of their choice. The Employer agrees to deduct and forward these monies to the various charities.

The Employer further agrees to forward to the Union, monthly, a list showing these deductions.

All future employees of the Employer who are eligible as members of the Bargaining Unit shall, as a condition of continued employment, authorize the deduction of Bargaining Unit dues from their wages.

Union dues will be deducted from all casual, temporary, grant and replacement employees if they are performing work which is covered by this Collective Agreement. All such employees are eligible for University and Union benefits as described in Appendix E.

- (b) The University agrees to provide the Union with the e-mail address (if provided by the new employee), home address and home phone number for all new employees immediately upon the employee starting their position with UPEI for the sole purpose of Union communications with their members and no other reason. The Employer further agrees, as part of the new employee orientation process, to include a welcome letter from Local 1870, which the Local will provide, as well as an up to date copy of the CUPE Local 1870 and UPEI Collective Agreement.
- 4.02 The Employer agrees with respect to each of the employees covered by this Agreement, (save and except those employees as indicated in the second paragraph of Article 4.01) to deduct from the wages of such employees, all Bargaining Unit dues levied by the Bargaining Unit on its members and these dues shall be transmitted monthly to the Secretary-Treasurer of the Bargaining Unit accompanied by a list of employees showing contributions.
- 4.03 The University shall not be responsible, financially or otherwise, either to the Bargaining Unit or the individual employee, for any failure to make deductions, or for making an inaccurate deduction of dues. However, the University will attempt to take every reasonable measure to ensure an accurate accounting of this check-off system.
- 4.04 If, for any reason, any portion of this contract is contrary to law, the parties hereto agree that such portion is severable and separable from the remainder of the contract and that the contract, in all other respects, shall continue in full force and effect in accordance with the terms thereof. The parties to this agreement shall negotiate a replacement for any portion of such article rendered null and void.



## **ARTICLE 5 - NON-BARGAINING UNIT EMPLOYMENT**

- 5.01 The Employer agrees that work or services presently performed by members of the Bargaining Unit shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any organization, institution, person, company or non-bargaining unit employee where such action results in the layoff, failure to recall, reduction in the hours of work or regular pay of any permanent member of the Bargaining Unit unless mutually agreed by the Employer and the Union.
- 5.02 The parties agree that the foregoing (Article 5.01) shall not apply to any transfer of work or services to any University subsidiary company which may be established and where present members of the Bargaining Unit have been offered positions with the company at comparable salaries and conditions.

## **ARTICLE 6 - REPRESENTATION AND BARGAINING COMMITTEE**

- 6.01 **Representation:** No individual employee or group of employees shall undertake to represent the Bargaining Unit at meetings with the Employer without proper authorization of the Bargaining Unit. In order that this may be carried out, the Bargaining Unit will supply the Employer with the names of its Officers. Similarly, the Employer will, if requested, supply the Bargaining Unit with a list of its Supervisory or other Personnel with whom the Bargaining Unit may be expected to carry out transactions.
- 6.02 **Bargaining Committee:** A Bargaining Committee shall be appointed and consist of not more than five (5) members of the Employer, including any alternate(s) as appointees of the Employer, and not more than five (5) members of the Bargaining Unit, including any alternate(s) as appointees of the Bargaining Unit. The Bargaining Unit will advise the Employer of the Bargaining Unit nominees to the Committee.
- 6.03 **Function of the Bargaining Committee:** All matters pertaining to the interpretation, amendment, and/or renegotiation at the termination of this Agreement, shall be referred to the Bargaining Committee for discussion and settlement as well as Collective Bargaining on operational problems, rates of pay, hours of work, working conditions.

## **ARTICLE 7 - LABOUR MANAGEMENT**

- 7.01 A Labour-Management Cooperation Committee shall be established consisting of not more than three (3) members of the Bargaining Unit and not more than three (3) representatives of the University. The Committee shall enjoy the full support of both parties to this Agreement in the interest of maximum service to the University Community.
- 7.02 **Meetings of the Committee:** In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and a place fixed by mutual agreement. However, such meetings must be held not later than ten (10) working days after the request has been given.

- 7.03 Time Off for Meetings: Any members of the Bargaining Unit on the Bargaining Committee, the Labour-Management Cooperation Committee, the UPEI Health and Safety Committee, the Grievance Committee, or any other committees sanctioned by the University, shall have the privilege of attending Committee meetings held within working hours without loss of remuneration provided that, in all cases, the efficient operation of the University must take precedence.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 The University recognizes the right of the Bargaining Unit to appoint or otherwise select a Grievance Committee of three (3) members who shall be members of the Bargaining Unit. The Personnel of such Committee shall be communicated to the University Administration within five (5) working days of appointment.
- 8.02 A grievance under this Agreement shall be defined as a difference between the parties relating to the interpretation, application, administration, operation or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.
- 8.03 Employee Grievance: The aggrieved employee(s), shall, within ten (10) working days of the alleged violation of this Agreement, submit the grievance in writing to the Chair of the Bargaining Unit Grievance Committee. If the Grievance Committee of the Bargaining Unit considers the grievance to be justified, the employee(s) concerned, together with a member of the Grievance Committee, shall, within five (5) working days seek to settle the dispute with the employee(s)' Department Head.
- 8.04 Failing satisfactory settlement under 8.03 within ten (10) business days, the employee(s) concerned, together with a member of the Grievance Committee shall submit to the **Associate Vice President, Human Resources & Legal**, a written statement of the particulars of the grievance and the redress sought. The **Associate Vice President, Human Resources & Legal** shall hold a meeting and shall declare the Employer's position and render the decision in writing, within ten (10) business days after receipt of the grievance.
- 8.05 Failing satisfactory settlement under 8.04 within five (5) working days, the Bargaining Unit may, on giving five (5) working days notice in writing, notify the University of their intention to refer the grievance to arbitration.
- 8.06 Policy Grievance: Where a difference arises between the parties relating to the interpretation, application, administration, operation or alleged violation of this Collective Agreement:
- (a) The Union may submit a written statement of the particulars of the grievance and the articles claimed to be violated, with the redress sought to the **Associate Vice President, Human Resources & Legal**. The **Associate Vice President, Human Resources & Legal** shall convene a meeting with the Union within ten (10) business days following receipt of the grievance and shall declare the University's



position, in writing, within ten (10) business days after the meeting.

- (b) The University may submit a written statement of the particulars of the grievance and the articles claimed to be violated, with the redress sought, to the Chair of the Union Grievance Committee. The Union shall convene a meeting with the University within ten (10) business days following receipt of the grievance and shall declare the Union's position, in writing, within ten (10) business days after that meeting.
- 8.07 Failing satisfactory settlement under Article 8.06, within the five (5) working day period, either party may notify the other of its intent to refer the grievance to arbitration.
- 8.08 The University and the Union may mutually agree to by-pass any or all of Steps 8.06 and 8.07 of this article and go directly to arbitration.
- 8.09 Grievances and replies to grievances shall be in writing at all stages.
- 8.10 In cases of unacceptable settlement (8.03, 8.04), the grievor must state why the decision is unacceptable.
- 8.11 Grievances settled satisfactorily, within the time allowed, shall date from the time the violation occurred.
- 8.12 The University shall supply the necessary facilities for the grievance meeting.
- 8.13 The Bargaining Unit and the University reserve the right to file a grievance.
- 8.14 The time limits fixed under this Article may be varied by mutual consent of the parties of this Agreement.

## **ARTICLE 9 - ARBITRATION**

- 9.01 Composition of Board of Arbitration: When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of the nominee for its party to the Board of Arbitration. Within five (5) working days thereafter, the other party shall answer by registered mail, indicating the name and address of its appointee to the Board of Arbitration. The two arbitrators shall then meet to select an impartial Chairperson. If further time is requested, it may be mutually agreed upon.
- 9.02 Failure to Appoint: If the recipient of the notice fails to appoint an Arbitrator or the two appointees fail to agree upon a Chairperson, within five (5) working days of appointment, the appointment shall be made by the Minister of Provincial Affairs and Attorney General for the Province of Prince Edward Island upon request of either party.
- 9.03 Board Procedure: The Board may determine its own procedures consistent with present Provincial Labour Legislation and shall give full opportunity to all parties to present

evidence and make representation to it. It shall hear and determine the difference or allegation and render a decision within ten (10) working days from the time the Chairperson is appointed or within such other period as the parties mutually agree.

- 9.04 Decisions of the Board: The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding on the employee, the Bargaining Unit and the University, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify, or amend any of its provisions.
- 9.05 Disagreement on Decision: Should the parties disagree as to meaning of the decision, either Party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision. The Board shall reconvene as soon as conveniently possible.
- 9.06 Expenses of the Board: Each party shall pay the fees and expenses of the Arbitrator it appoints and one-half (1/2) the fees and expenses of the Chairperson.
- 9.07 Amending Time Limits: The time limits fixed in both the grievance and arbitration procedures may be extended by the mutual consent of the parties to this Agreement.
- 9.08 At any stage of the grievance or arbitration procedure, the Parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have reasonable access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 9.09 Any members of the Bargaining Unit giving testimony before an Arbitration Hearing, and one (1) CUPE 1870 representative, shall have the privilege of attending the Arbitration proceedings during working hours without loss of wages, benefits, or seniority.

## **ARTICLE 10 - HOURS OF WORK**

- 10.01 The normal work week will be the period of time from midnight Sunday to the following Sunday at midnight.
- 10.02 The normal work week, except where varied by the Employer to allow for summer hours or to meet emergencies or unusual situations, shall be as follows:
- a) Positions in the Faculty of Veterinary Medicine: Five (5), seven and one-half (7 1/2) hour days for a thirty-seven and one-half (37 1/2) hour week, exclusive of lunch breaks;
  - b) Other Locations: As established by the University, either five (5), six and three quarter (6 3/4) hour days for a thirty-three and three quarter (33 3/4) hour week, or



five (5), seven and one-half (7 ½) hour days for a thirty-seven and one-half (37 ½) hour week, exclusive of lunch breaks.

**10.03 Flexible Hours of Work:**

If an employee other than a shift employee requests a flexible daily hours of work system, the Employer may authorize varied starting and finishing times and lunch periods. In all cases, the efficient operation of the Unit must take precedence.

**10.04 All Employees are Subject to Scheduling:**

The hours, days of weeks, shift hours, starting and quitting times as determined by the Employer. The Employer will give the employees at least forty eight (48) hours notice of any shift changes unless otherwise mutually agreed between the employee and the employer.

**10.05 Effective upon the signing of this collective agreement, a shift premium of \$1.25 per hour will be paid to those employees who work a rotating shift that begins between 4:00 p.m. and 5:00 a.m.**

**10.06 Shift premiums, subsequent to those negotiated and contained in Article 10.05 shall increase at the same rate as those wage rate increases negotiated by the parties during each round of negotiations thereafter.**

**ARTICLE 11 - OVERTIME**

**11.01 All time worked before or after the employee's regular work day and the regular work week, or on a holiday, shall be considered overtime.**

**11.02 Overtime rates for work shall apply as follows:**

- a) On a regular work day: time and one-half the regular hourly rate;
- b) On a regularly scheduled day off: double time.

**11.03 Lay Off to Compensate for Overtime: Employees shall not be required to lay off during regular hours to equalize any overtime worked. However, by mutual consent between the Department and the employee, the employee may be allowed to add one and one-half (1½) days to the employee's vacation leave credits, where the employee earns overtime at the rate of time and one-half, and the employee may be allowed to add two (2) days to the employee's vacation leave credits where overtime is earned at the rate of double time, in lieu of pay, for each six and three-quarters (6¾) hours of overtime worked or seven and one-half (7½) hours of overtime worked or eight (8) hours of overtime worked where applicable to a maximum of fifteen (15) working days at any one time which must be taken in the year in which the accumulation takes place.**

**11.04 Minimum Call Back Time: Any employee who is requested to work outside the employee's regular working hours shall be paid for a minimum of:**

- a) Two (2) hours at the applicable overtime rate whether or not work is performed provided, however, the employee reports for duty in person and where the employee was notified of such request to work overtime, during the employee's regular working hours.
- b) Four (4) hours at the applicable overtime rate whether or not work is performed, provided however, the employee reports for duty in person and where the employee was notified of such request to work overtime, outside the employee's regular working hours.

Article 11.04 will not apply when the overtime is continuous with and subsequent to the normal working period.

All overtime worked shall have the prior approval of the Supervisor or Department Head.

11.05 Permanent employees of the Employer covered by this Agreement shall be given first option at available over-time.

11.06 (a) Permanent part-time employees described in Section 1.03 shall accumulate overtime for work performed beyond their normal working hours in accordance with Section 11.02.

- (b) Notwithstanding the foregoing, where temporary increases in the workload of part-time employees occur, the hours of work of part-time employees may be temporarily increased to a schedule providing for a greater number of hours within the regular work week; provided, however that forty-eight (48) hours notice of such change has been given to the employee, that the number of hours in any one day for which the regular rate of pay is given does not exceed the regular number of hours of other employees in similar full-time positions. If the expanded work schedule continues for five (5) or more working days, within any four (4) week period, the employee shall be paid at the rate of time and one-eighth (1 1/8) of regular salary for the expanded hours. The Employer agrees to make alternate arrangements if the employee gives evidence of legitimate reasons for not being able to accept the expansion in working hours.

11.07 When the University has been closed because of storm conditions and employees are required to work, the employees shall be given equal time off in lieu at a date as mutually agreed upon by the employee and the Employer.



### **11.08 On Call Provisions:**

When an employee is designated by the Department Head or designate to be "On-Call", that is, immediately available by telephone contact, radio or paging device, the employee shall be paid in accordance with the following schedule:

- (a) \$10.86 – 01 May 16
- \$11.08 – 01 May 17
- \$11.30 – 01 May 18
- \$11.53 – 01 May 19

per shift or any part of a shift where a shift is defined as:

- i) eight (8) a.m. until four (4) p.m.,
  - ii) four (4) p.m. until midnight, and
  - iii) midnight until eight (8) a.m.
- (b) The Employer agrees to adjust the on-call premium in Article 11.08 (a) by an amount that is proportionate to the adjustment to salary effective upon the signing of this collective agreement and for each subsequent year thereafter.
  - (c) All hours actually worked by an "On Call" employee shall be paid at overtime rates in accordance with Article 11.04(a) of this Agreement.

### **ARTICLE 12 - PAYMENT OF WAGES AND ALLOWANCES**

- 12.01 Pay Days: The Employer shall pay salaries and wages (every two weeks) in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of the employee's wages, overtime and other supplementary pay and deductions.
- 12.02 Assignment to Higher Classification: When an employee has been assigned by the Department Head to work in a job of a higher classification, the employee shall be paid at the appropriate rate for all hours worked, after having worked at least ten (10) days (accumulative over fiscal year) including the initial ten (10) days. This clause shall not apply to those employees where part of the job description calls for the employee to act in the Department Head's absence from work through days off, sickness, holidays or vacation.
- 12.03 Equal Pay for Equal Worth: Employees shall receive equal pay for equal worth, regardless of sex.
- 12.04 Pay on Transfer, Lower Rated Jobs: When an employee is assigned to a position paying a lower rate, the employee's rate shall not be reduced but will be frozen until the rate for the job reaches the rate being paid to the employee.

- 12.05 Mileage Allowance: Mileage rates paid to an employee using the employee's own automobile for the Employer's business shall be as laid down in University policy.
- 12.06 Educational Allowance: The Employer shall pay the cost of an academic or technical course requested by the Employer.
- 12.07 Professional Development Fund
- (a) The Employer agrees to establish a Professional Development Fund (PDF) of \$25,000.00 per annum effective May 1st, 2011.
  - (b) A committee, composed of two (2) appointees of the Union and two (2) appointees of the Employer, will be established to develop the terms of reference for the administration of the Fund.
  - (c) The parties agree that a report and a review of the program will be conducted at the end of each fiscal year.
- 12.08 Severance Notice and Pay: An employee will be given four (4) months notice or an equivalent combination of notice and pay if the employee's employment is terminated because the Employer ceases wholly or partly the operations or merges with another Employer or changes operating methods.
- 12.09 Rest Period During Overtime Hours: Where an employee is required to work overtime and such overtime may be excessive, the employee shall be entitled to a ten (10) minute break for each four (4) hour period of overtime. Such break may be taken midway in the period.

### **ARTICLE 13 - ATTENDANCE AT WORK**

- 13.01 Attendance of employees at their place of work shall be recorded by: Automatic time register, attendance record register, or other such means as may be determined by the Board of Governors or the Administration.
- 13.02 Each employee is required to record attendance on arrival at and departure from the place of work in both the forenoon and the afternoon of each working day or on any other occasion when the employee is at work. If an employee fails to record attendance, the employee may be denied payment of salary for the work period that is incompletely recorded.
- 13.03 Any employee without the authority of the Supervisor or Assistant Supervisor who:
- 1) Tamper with an attendance report, or
  - 2) Records time on or in the register for another employee, or
  - 3) Induces another employee to record the employee's attendance, whether falsely or not, on or in the register, or



- 4) In any manner falsifies the attendance record, is liable for dismissal.
- 13.04 An employee who is absent from work without prior authorization shall inform the Head of the Department or the Assistant and shall communicate the reason for the absence to the Head of the Department or the Assistant as soon as possible and, in any case, within the first hour of such absence unless it is shown that it was impossible to do so.
- 13.05 Any leave of absence from work for which pay may be allowed, excepting sick leave, must be applied for and authorized by the Head of the Department or the Assistant before such leave is taken.
- 13.06 When an employee returns to duty after a period of absence, the reasons for the absence shall be entered in the attendance report or report card.
- 13.07 An employee who is late arriving at work shall report the reason therefore to the Head of the Department or the Assistant. If they consider that no deduction of pay should be made for such lateness, the paymaster's office shall be notified.
- 13.08 When pay is deducted for lateness, such deductions shall be made at the following rates:
  - 1) For lateness of 1 to 5 minutes: No deductions
  - 2) For lateness of 5 to 15 minutes: One-quarter hour pay.
  - 3) For lateness of 15 to 30 minutes: One-half hour pay.
  - 4) For every additional half-hour lateness or fraction thereof, an additional half-hour pay.
- 13.09 During working hours, no employee shall take leave from the University Campus without the permission of the Head of the Department or delegate. An employee leaving the Campus with permission shall register with the Department Head or delegate giving the following information: Name, whether personal or University business, if University business, the location of the place, person or persons to be visited and the approximate time of return.

#### **ARTICLE 14 - LOST TIME**

- 14.01 At the completion of each pay period, employees owing the University time shall have such time deducted from their pay on a straight time basis. Such time, up to one (1) working day in length, shall be recorded on the absent time form provided by the University. As well, such lost time may be made up by the employee working extra time, within one (1) pay period. The Department Head shall determine the schedule of make up time.

## **ARTICLE 15 - REST PERIODS**

- 15.01 Employees shall be allowed two (2) rest periods per day not exceeding ten (10) minutes each, one in the first half of the shift and one in the second half.

## **ARTICLE 16 - PAID HOLIDAYS**

- 16.01 (a) For employees on a Monday to Friday work schedule, the following shall be considered paid holidays and be paid for at the regular rate of pay to employees who are not obliged to perform services on such days:

New Year's Day	Thanksgiving
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day (or the day proclaimed)	Boxing Day
Labour Day	Canada Day
Islander Day	Civic Holiday (Gold Cup and Saucer Day)

and all other such days approved by special proclamation of the Federal Government or the Provincial Government of Prince Edward Island or the Board of Governors of the University of Prince Edward Island.

- (b) For employees whose regular work week encompasses Saturday and/or Sunday as regular working days, the following shall be considered paid holidays and shall be observed on the calendar day on which they fall. Employees who are not obliged to work on these days shall be paid at the regular rate of pay:

New Year's Day	Thanksgiving
Good Friday	Remembrance Day
Easter Sunday	Christmas Day
Victoria Day (or the day proclaimed)	Boxing Day
Labour Day	Canada Day
Islander Day	Civic Holiday (Gold Cup and Saucer Day)

and all other such days approved by special proclamation of the Federal Government or the Provincial Government of Prince Edward Island or the Board of Governors of the University of Prince Edward Island.

- 16.02 To become eligible for the above paid holidays, an employee must have worked the last scheduled shift before and the first scheduled shift after the holiday unless authorized by the Employer to be absent on either or both such shifts.
- 16.03 All employees regularly scheduled to work on any statutory holiday as defined in Article 16.01 of this Agreement, shall be paid at the rate of twice the employee's regular hourly rate on an overtime basis for all hours worked on such days, in addition to their regular day's pay.



- 16.04 Permanent employees of the Employer covered by this Agreement shall be given first option at available work on days as listed in Article 16.01 of this Agreement.
- 16.05 When a day designated as a holiday coincides with an employee's day off, the University shall grant the holiday with pay on either:
- a) the day immediately following the employee's day off, or
  - b) the day following the employee's annual vacation, or
  - c) be credited with an equivalent amount of time off with pay

## **ARTICLE 17 - VACATIONS**

- 17.01 Employees will be granted vacations with pay according to the following schedule:
- 1. Employees with less than seven (7) full years of continuous service shall accumulate vacation credits at the rate of 1.25 working days per month or fifteen (15) working days per annum.
  - 2. Employees with seven (7) or more full years of continuous service shall accumulate vacation credits at the rate of 1.66 working days per month or twenty (20) working days per annum.
  - 3. Employees with sixteen (16) or more full years of continuous service shall accumulate vacation credits at the rate of 2.08 working days per month or twenty-five (25) working days per annum.
  - 4. During the first six (6) months of employment, no vacation leave shall be granted but shall be considered as accumulating during that period.
  - 5. An employee appointed on the first working day of the month shall be eligible to begin accumulating vacation credits from that date. An employee appointed on any day subsequent to the 15th of the month shall be eligible to begin accumulating vacation credits from the first of the month immediately following the date of appointment.
  - 6. All vacation leave must be approved by the Head of the Department or the Assistant prior to the commencement of such leave.
  - 7. Vacation periods may not be split without prior approval of the Head of the Department or the Assistant provided, however, that employees entitled to three weeks of annual vacation may be obliged to take two weeks only during the summer months in order to provide more summer vacation leave for other employees of the Bargaining Unit.
  - 8. The University may, on mutual agreement, pay at straight time rates, in lieu of time off from work, for all vacation leave credits in excess of two calendar weeks.

9. No employee shall accumulate more than the equivalent of two year's vacation entitlement whether through the non-use of vacation credits or leave credits in lieu of overtime pay.
- 17.02 Employee's vacation preferences shall be solicited prior to April 1, of each year and the vacation schedule posted by April 1. Subsequent requests for vacation shall be allocated on a first come, first serve basis. The schedule shall not be changed unless emergency requirements of the Department force postponement of such vacation dates or unless mutually agreed upon by the employee and the Employer.
- 17.03 Vacations shall be granted on the basis of length of service within the Department provided, however, that the senior employee who splits vacation entitlement into two or more vacation periods may only use the service preference for one period of vacation in any one year.
- 17.04 Holidays during Vacation: If a paid holiday falls or is observed during an employee's vacation period, the employee shall be granted an additional day's pay for each holiday in addition to the employee's regular vacation time or an additional day's vacation, in lieu of pay, upon mutual agreement between the employee and the University.
- 17.05 Illness during Vacation: Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation. This does not, however, give such employee the right to pre-empt another employee's vacation period.
- 17.06 Vacation Schedule: Vacation schedules for all employees within the Bargaining Unit shall be posted by April 1 of each year and shall not be changed unless emergency requirements of the Department force postponement of such vacation dates or unless mutually agreed upon by the employee and the Employer.
- 17.07 No employee shall be required to work during the employee's scheduled vacation period. However, should an employee agree to work, when requested, during the vacation period, the employee shall be compensated at double time the regular rate for seven (7) hours, whether or not the employee actually works seven (7) full hours and if the employee is requested to work beyond seven (7) hours, the employee shall be compensated at two (2) times the normal rate for all hours worked.
- 17.08 Advance Vacations
- a) Subject to subsection (b) hereof, at the request of an employee and upon approval of his/her Supervisor or Department Head, an employee with two (2) years or more of continuous completed service may be granted a maximum of five (5) days from the vacation to be earned for the following vacation year.
  - b) If an employee has taken advance vacation and terminates employment without having earned such advance vacation, the equivalent pay for the number of days



taken shall be deducted from monies owing to the employee at the time of termination.

## **ARTICLE 18 - SICK LEAVE**

### **Preamble:**

**An employee will make reasonable efforts, where possible, to contact their supervisor by telephone, or as required by the Department Head or designate, if they will not be reporting for their shift due to sick leave at least two (2) hours prior to the commencement of their shift.**

- 18.01 Sick Leave Provisions:** Sick leave means the period of time an employee is permitted to be absent from work by virtue of being sick or disabled, exposed to contagious diseases, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- 18.02 Amount of Sick Leave:** Sick leave benefits will accumulate at the rate of one and one-quarter (1 1/4) working days for each full calendar month of service up to a maximum accumulation of one hundred and ninety-five (195) working days. Any period of sick leave which is granted with pay shall be deducted from this accumulation.
- 18.03 a)** Sick leave credits will be allowed from the first day of illness. The University may require a doctor's certificate to be presented for sick leave credits after three (3) consecutive days.
- b)** The employer shall have the right to request a doctor's certificate to be presented, regardless of the duration of the leave, for sick leave credits utilized in excess of fifteen (15) days in any calendar year.
- 18.04** Employees terminating their services with the University shall not be entitled to receive accrued sick leave credit or the pay thereof.
- 18.05** Permanent and probationary employees may be provided with an advance of sick leave credits, up to a maximum of fifteen (15) days, to cover periods for which they do not have sick leave accumulation.
- 18.06** To qualify for an advancement of sick leave credits, the following conditions must be met:
- a) the employee must be under a medical doctor's care,
  - b) it must be shown that the employee has not misused previously advanced sick leave credits within this contract,
  - c) approval of the Personnel Department must be obtained, and

- d) the decision to advance sick leave credits will not be refused by the University in an arbitrary and discriminatory manner.
- 18.07 Sick leave credits earned subsequent to an advancement of credits shall be applied against advanced credits; however, an employee may request a further advance before all previously advanced credits have been repaid provided the total outstanding balance will not exceed fifteen (15) days.
- 18.08 Employees, whose employment is terminated for any reason other than death, layoff or permanent disability, and who have not repaid all advanced sick leave credits, shall reimburse the Employer in an amount equal to the benefits granted.
- 18.09 If an employee becomes incapable of performing the regular normal duties of the employee's classification through accident or illness, the University will, if suitable employment is available, provide such employment as the employee is capable of performing, if another employee is not thereby displaced. If alternate suitable employment is not available, the employee will be placed on layoff status. This provision shall not apply to any employee who is eligible for payment under a disability plan or who qualifies for benefits under the *Employment Insurance Act* until such benefits have expired. Nothing in this clause (18.09) derogates from the applicability of Workers Compensation or the sick leave provisions of the Collective Agreement.

#### **ARTICLE 19 - LEAVE OF ABSENCE**

- 19.01 When the requirements of the Department will permit, employees may be allowed leave of absence, without pay, not exceeding ninety (90) days in any one calendar year. Leaves of absence must be authorized in writing and the Bargaining Unit shall be notified of any employees on authorized leave. Where the fringe benefits plans allow, the employee may remain covered by these plans by paying both the employee and employer cost. Employees on leave of absence under Article 19.01 shall continue to accumulate seniority.
- 19.02 An employee may request a leave of absence, not to exceed one (1) year, without pay and without loss of seniority. Such a request shall be in writing and be granted provided that the efficient operation of the Department or Unit takes precedence.

While on such extended leave of absence, an employee shall retain but shall not continue to accumulate all accrued benefits and shall continue to accumulate seniority benefits under this Collective Agreement. Where the fringe benefit plans allow, the employee may remain covered by these plans by paying both the employee and the Employer cost.

In the event that an extension of a leave of absence without pay is granted for a period beyond one (1) year, the employee shall accumulate seniority for the first year only.

- 19.03 For Bargaining Unit Business: Where permission has been granted to a Representative of the Bargaining Unit to leave the employee's regular duties temporarily in order to



carry out negotiations with the Employer; or with respect to a grievance, the employee shall suffer no loss of pay on regular wages for the time so spent.

- 19.04 Should the Executive of the Union so request, any member may be permitted a reasonable amount of time off without pay, in order to transact legitimate Union business as a Representative of the said Union.

19.05 Bereavement Leave:

- a) An employee shall be granted ten (10) working days leave without loss of salary or wages in the case of death of a spouse, common-law spouse, or child.
- b) An employee shall be granted five (5) working days leave without loss of salary or wages in the case of death of a parent, brother or sister.
- c) An employee shall be granted three (3) working days leave without loss of salary or wages in the case of death of a grand-parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son or daughter-in-law, grand-child, fiancé, fiancée, or any second degree relative who has been residing in the same household. Where the burial occurs outside the Province, such leave may be extended to a maximum of five (5) working days to allow travel time provided the employee shows that the employee did, in fact, leave the Province to attend such funeral.

- 19.06 Employees, upon application to their Supervisor and upon reasonable proof thereof, shall be granted one (1) day bereavement leave for funeral duties without loss of salary or wages.

Also, employees upon application to their Supervisor and upon reasonable proof thereof, shall be granted one (1) day bereavement leave with pay, for any second degree relative (e.g. uncle, aunt, first cousin) not covered by Article 19.05.

- 19.07 Education leave may be granted on an individual basis at the discretion of the Employer, this discretion shall not be applied in an arbitrary or discriminatory manner. Any benefits based on service and seniority shall be retained but not accumulated. When the employee returns, they shall be placed in a position equivalent to that which they held prior to the education leave.

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications provided the taking of such examinations is requested by the University.

- 19.08 Paid Jury or Court Witness Duty Leave: The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between the normal earnings and the payment he received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any other matter arising out of employment shall be considered as

time worked at the appropriate rate of pay.

- 19.09 Emergency Leave: An employee may be allowed up to six (6) days per annum, paid leave of absence, when the employee requests such leave for good and sufficient cause. Such leave shall be granted at the discretion of the Employer.
- 19.10 Absence due to weather or travel conditions shall be considered grounds for emergency leave provided the employee has reported the absence in the proper manner, and if the Employer is satisfied that every reasonable effort was made to be at work. This Article is not subject to the grievance procedure.
- 19.11 An employee shall be granted up to five (5) working days leave per annum without loss of salary or wages in the case of serious illness of a parent, spouse, brother, sister, child, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son or daughter-in-law, grand-child, common-law spouse, fiancé, fiancée, or any second degree relative who has been residing in the same household. A medical certificate signed by a qualified practitioner may be required after two (2) consecutive days.
- 19.12 (a) At the written request of the Union, and where operational requirements permit, the University shall grant leave of absence with pay for members delegated by the Union Executive or the membership to attend CUPE or Labour sponsored educational courses, lectures, workshops or conventions. The total number of days available under this clause will be ten (10) days per calendar year. The Union shall request such leave of absence at least ten (10) working days in advance of the proposed leave date(s).
- (b) An employee elected to or selected by the Union to a provincial or federal body of CUPE, to the Federation of Labour or to the Canadian Labour Congress and on whose behalf the Union makes a written request for a leave of absence from their work, with a minimum of two (2) weeks notice to the Employer, shall be granted leave of absence without pay of up to two weeks. In the case where the leave of absence period requested exceeds two (2) weeks, a minimum of four (4) weeks notice shall be required.
- 19.13 Employees who qualify for benefits pursuant to the requirements for *Compassionate Care Benefits* under the *Employment Insurance Act*, shall be granted leave of absence without pay of up to eight (8) weeks. During the leave the employee will continue to accumulate all benefits and seniority under this collective agreement. If the employee chooses to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position.
- The employee may request an extension to the leave, in writing, should circumstances warrant. Such extension shall be treated as a leave of absence without pay.
- 19.14 The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absences without pay



but without loss of seniority so that employees may be candidates in a Federal, Provincial, or Municipal election.

- 19.15 Any employee elected to public office, shall be granted leave of absence without pay or loss of seniority by the Employer for a period of up to one (1) year. Such leave shall be renewed each year, upon request, during their term of office. The leave of absence shall not exceed one term or five (5) years, whichever is greater.

## **ARTICLE 20 - SENIORITY**

- 20.01 Seniority defined: Seniority will be shown in two categories:

1. Employment Seniority: Length of employment with the University
2. Classification Seniority: Length of employment in a particular classification.

- 20.02 The length of employment with the University, regardless of classification, will be recognized in the following matters:

1. Vacations
2. Leaves of absence
3. Lay-offs and Recalls
4. Any matter not specifically applicable to classification seniority.

- 20.03 The length of employment within a classification will be recognized in the following matters:

1. Promotions
2. Training
3. Transfers
4. Demotions

- 20.04 Seniority List: The Employer shall maintain a seniority list showing the date on which each employee's employment commenced, the classification and salary level currently held, amount of full time service in the University employ, and the amount of seniority accumulated in the CUPE 1870 Bargaining Unit. The Employer shall supply the Union with, and post copies of this list by April 30 of each calendar year.

- 20.05 Loss of Seniority: An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An employee shall lose all seniority rights in the event:

1. The employee is discharged for just cause and not re-instated.
2. The employee resigns in writing and does not withdraw within two (2) days after the Employer receives the letter of resignation.
3. The employee is absent from work in excess of one (1) working day without notifying the Employer unless such notice was not reasonably possible.

4. Following a lay-off, the employee fails to return to work within five (5) working days after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address.
5. Notwithstanding 4 above, employees may refuse a recall to work, without prejudicing her/his right to recall in the future, where such recall is for a period of less than ninety (90) days duration.
6. An employee on layoff shall retain seniority rights, including the right to recall, for a maximum of five (5) years from the date of layoff, subject to the conditions stated in Article 21 Lay-off and Recall and in Appendix E.

**20.06 Transfers and Seniority Outside of the Bargaining Unit:**

No employee shall be transferred to a position outside the Bargaining Unit without the employee's consent. If an employee is transferred to a position outside of the Bargaining Unit, the employee shall retain all seniority accumulated up to the date of leaving the Unit, but will not accumulate any further seniority.

An employee shall have the right to return to a position in the Bargaining Unit during the employee's trial period. If an employee returns or is returned to the Bargaining Unit, the employee shall be placed in a job consistent with the employee's seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

- 20.07 If the position occupied by an employee in the Bargaining Unit becomes an excluded position, that employee shall continue to accumulate seniority within the Bargaining Unit for a period of one (1) year from the date of exclusion. If the employee remains in the position after the one year period, the provisions of clause 20.06 shall apply.
- 20.08 Permanent part-time and sessional employees shall accumulate seniority on a pro-rated basis (effective May 1, 1993).
- 20.09 When the term of employment for which casual, temporary, grant, and replacement employees have been hired, has been completed and the employee is subject to layoff, the casual, temporary, grant or replacement employee shall not be entitled to exercise any accumulated seniority to displace another employee.

**ARTICLE 21 - LAY OFF AND RECALL**

**21.01 Layoff shall mean:**

the termination or a permanent reduction in regular hours of employment of a probationary or permanent, part-time or sessional employee due to:

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

**21.02 Employees shall be laid off in the reverse order of their Employment seniority, provided**



the employees retained are qualified to do the work. Employees shall be recalled to work in order of their Employment seniority provided they are qualified to do the work.

- 21.03 The Employer shall notify any employee subject to lay off four (4) months before the layoff is to be effective. If any notified employee does not have the opportunity to work four (4) months after the notice of layoff, payment shall be made in lieu of work for that part of the four (4) months during which work was not made available.

21.04 An employee who is subject to lay-off shall have the choice to either:

1. accept a permanent severance and receive a severance allowance in accordance with Article 29; or
2. accept the layoff and be placed on a recall list; or
3. exercise his or her bumping rights.

- 21.05 The employer shall provide the employee with a written notice of the options, with a copy of the notice sent to the President and Secretary of CUPE local 1870. The employee shall respond in writing within fifteen (15) working days of receipt of the notice indicating his or her choice.

- 21.06 Employees who are on layoff or under notice of layoff, shall be, if qualified, appointed without competition to a vacant position in their former classification and level, provided the hours of work are equivalent, in accordance with Article 21.09 1. Notwithstanding Article 23, this vacant position shall not be posted.

#### Bumping

- 21.07 Subject to Appendix E, an employee who is subject to lay-off and who has chosen the option of bumping will be given the opportunity of displacing (bumping) an employee in the bargaining unit who has less Employment seniority in the following order, provided the senior employee is qualified to do the work:

- 1<sup>st</sup>: in the same or comparable rate of pay within the employees' own classification
- 2<sup>nd</sup>: in the same or comparable rate of pay in another classification
- 3<sup>rd</sup>: a lower rate of pay, within the employees' own classification
- 4<sup>th</sup>: a lower rate of pay, in another classification

- 21.08 In cases where the position chosen has a lower number of hours of work per week than the employee's previous position, the employee will receive the hourly rate of pay and the regular weekly hours of work of the new position.

21.09 For the purpose of applying the bumping provisions for this Article:

1. A position which is thirty-three and three quarters (33.75) hours per week and one of thirty-seven and a half (37.5) hours per week shall be deemed as equivalent, full-time.
2. an appointment of three quarter (.75) FTE (Full-Time Equivalent) shall be

considered as equivalent full-time.

- 21.10 A part-time employee cannot displace a full-time employee with less seniority.
- 21.11 The employer shall provide the employee with a copy of the current seniority list. The employee shall respond in writing within fifteen (15) working days of receipt of the notice indicating his or her choice. In all cases, the employee must be qualified to perform the work.
- 21.12 The employee who is displaced through bumping shall, in turn, be given notice of layoff and shall proceed in accordance with the rights and obligations of Article 21, and so forth, until such time as there is no further displacement.

#### Recall

- 21.13 Sudden and unexpected short term vacancies and replacements of less than fifteen (15) working days may be filled at the discretion of the Employer. However, upon indicating their interest in writing, employees on lay off who wish to be considered for such short term employment shall receive first opportunity for appointment, provided they meet the qualifications. With the exception of the circumstances outlined earlier in this paragraph (21.13), no new employees shall be hired until all laid off employees have been given the opportunity to return to work.
- 21.14 Employees who are laid off and are on the recall list are entitled to apply for any job vacancies arising out of job postings.
- 21.15 Subject to Article 21.22, an employee on lay-off shall retain seniority rights earned to the date of lay-off, and shall retain right to recall for a maximum of five (5) years from the date of the lay-off. For further clarity, employees on lay off by virtue of having their hours of work reduced, but who remain employed with the University on an on-going basis, shall not lose seniority rights after five (5) years as referenced in this paragraph (21.15) and shall continue to accumulate seniority based on their hours worked. However, these employees will be subject to the loss of the right to recall after five (5) years from the date of lay-off in the event that they have not exercised that right.
- 21.16 With the exception of seniority accumulated to the date of lay-off, all employee benefits shall cease from the date of lay-off. However, employees on lay off shall have the right to continue their Supplementary Health Care Benefits by paying the full cost of the premiums during their layoff. Should a laid off employee choose to opt out of the Supplementary Health Care Benefits, they shall not have the opportunity to return to the Supplementary Health Care Benefits Plan until they are recalled, and return to work. Such return to the Plan will be subject to the conditions of the Plan at that time.
- 21.17 Recall rights shall exist for a period of five (5) consecutive years and shall lapse if the lay-off lasts more than five (5) consecutive years.
- 21.18 The Employer shall notify the employee being recalled, in writing, requiring proof of delivery to the last address on file. The notification shall state the position to which the



employee shall be eligible to be recalled and the location, date and time at which the employee is to return to work.

21.19 It shall be the employee's responsibility to keep the employer informed of the employee's current qualifications and current address.

21.20 The employee shall notify the Director of Human Resources of acceptance within five (5) working days after receiving the recall notice.

#### 21.21 Loss of Seniority and Recall Rights

a) Employees on recall are subject to the rights and obligations of provisions of Article 20.05. Where an employee fails to notify the employer or to return to work in accordance with the recall notice without just cause, he or she shall lose all seniority and shall be deemed to have quit the employ of the University and any Supplementary Health Care benefits shall cease.

b) Employees may be recalled to a position for which they are qualified:

- in the same or comparable rate of pay within the employee's own classification; or
- in the same or comparable rate of pay in another classification; or
- a lower rate of pay, within the employee's own classification; or
- a lower rate of pay, in another classification.

c) Notwithstanding 21.21 b) and 21.06, employees who are offered recall to a position, which would result in a permanent reduction in their regular hours of employment, as laid out in Article 21.01, shall have the right to refuse such recall without affecting their recall status. Should the laid off employee accept a recall under this paragraph then they shall be taken off the recall list.

#### 21.22 Recall to Temporary Employment

a) In the case where an employee on lay-off is recalled and accepts the recall for a temporary period of less than ninety (90) calendar days, the period worked shall be counted towards his or her seniority. The recall period shall be suspended for the period of the term employment, but shall resume when employment ends and the employee is once again on lay-off.

b) Employees who are recalled for temporary periods of work in excess of ninety (90) days and are subsequently laid off shall have their recall rights renewed for a period of five (5) consecutive years.

c) Employees who are recalled for temporary periods of work shall not require a notice of lay-off when the recall is for a specific period and the lay-off date is predetermined and announced at the time of the recall.

21.23 Employees shall receive a Severance Allowance based on their actual annual salary at

the original date of layoff, at the conclusion of the layoff period or when there is a permanent severance, whichever is sooner.

## **ARTICLE 22 - PROBATION**

- 22.01 Probationary Period: A new employee hired on a permanent basis into any classification covered by this Agreement will be on probation for a period of six (6) months following the date of employment. A new employee working through the probationary period shall be regarded as coming within the scope of this Agreement except that the employee may be released from employment without recourse to the grievance procedure.
- 22.02 The University reserves the sole right to make the decision regarding the retention or release of an employee at any time during the probationary period but agrees to notify the employee no later than ten (10) working days prior to the end of the period if termination or extension action is to be taken. The probationary period may be extended for reasons given for an additional sixty (60) days by written agreement.
- 22.03 In the event that a probationary employee's absence(s) or breaks of service exceed five (5) days, the employer may extend the probationary period by an equivalent number of days.
- 22.04 A probationary employee who is the successful applicant for a subsequent position, shall serve a new and separate probationary period for the new appointment.
- 22.05 Probationary employees shall not be considered for any posted position ahead of permanent full-time, permanent part-time or replacement, grant and temporary employees with more than one year of continuous service as defined in Article 20.10 of Appendix "E".

## **ARTICLE 23 - PROMOTIONS AND STAFF CHANGES:**

- 23.01 Job Postings:
- 1) a) When a vacancy occurs or a new position is created either inside or outside of The Bargaining Unit, the Employer shall post notice of the position on the UPEI web-site and on the Human Resources bulletin board for a period of at least one (1) week.
  - b) The Employer agrees to maintain a list serve group for those employees who wish to have all postings sent to them via e-mail. Employees will need to subscribe to the list serve group in order to receive electronic posting information.
  - 2) (a) When a new, permanent position is created within the Bargaining Unit, the Employer will have the position evaluated by the Job Evaluation Committee in order to calculate the point value for the position. The point value and the



classification series will determine the salary level for the job.

- (b) When a new replacement, grant or temporary/term position within the Bargaining Unit is created that is essentially the same as a position that already exists, the new position shall be assigned the same classification as the existing position. For all other new replacement, grant or temporary/term appointments, the Employer shall, within six (6) months of the appointment, prepare, sign and submit a Job Fact Sheet to be evaluated in accordance with this Article and the pay rate shall be adjusted retroactive to the incumbent's date of appointment to the position, or as provided in Appendix E. In the event that the classification is lower than the appointment classification, the incumbent's rate of pay shall remain in place until the end of the term period, but shall be adjusted to the evaluated classification for any subsequent renewals or extensions.
- 3) When a vacancy is declared within the Bargaining Unit by the Employer, the position will be open to competition within fifteen (15) working days of such declaration.

**23.02 Information in Postings:** Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range and the Union name and Local number of the bargaining unit which represents the position, where applicable.

Such qualifications and requirements shall be those necessary to perform the job function and shall not be established in an arbitrary or discriminatory manner.

**23.03** In promotion and demotion, qualifications and ability to perform the work required shall be a determining factor. Where qualifications and ability to perform the work required are equal, then seniority shall be the deciding factor. Ability to perform the work required shall be determined by management.

**23.04 Trial Period:** The successful applicant for a promotion or transfer shall be placed on trial for a period of six (6) months. Conditional on satisfactory performance, such trial promotion will become permanent after the period of six (6) months.

In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period or, if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the former position and appropriate step on the salary scale, or to a comparable position if the former position is not readily available, without loss of seniority. By mutual written agreement, the trial period may be extended an additional sixty (60) days.

**23.05** Any other employee transferred or re-classified because of the return of an employee to the employee's former position, through clause 23.04 above, shall be returned to the former position and appropriate step on the salary scale, or to a comparable position if

the former position is not readily available, without loss of seniority.

- 23.06 Promotions Requiring Higher Qualifications: In case of promotion requiring higher qualifications and no qualified employee is available, the Employer shall give consideration to the senior employee who does not possess the required qualifications, but is preparing for qualification, prior to filling of a vacancy. Such employee will be given an opportunity to qualify within a reasonable length of time, as determined by the University, and if the required qualifications are not met within such time, the conditions of return, as outlined in clauses 23.04 and 23.05 above, shall apply.
- 23.07 Union and Employee Notification: Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted in a prominent place. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.
- 23.08 Where an employee is an unsuccessful applicant for a job vacancy or a new position, within the Bargaining Unit, that employee shall be notified at the same time as the successful candidate.

23.09 Job Evaluation

The Union Executive shall have access to the Aiken Plan used by UPEI for Job Evaluation to assist in facilitating employee training in the Job Evaluation process.

The Union Executive shall be provided the point totals for all positions evaluated under this job evaluation process. The Union understands that this point total information is confidential and will not be disclosed to the general membership of the Union.

A position may be submitted for review when:

- a) an employee believes that the duties have changed sufficiently to warrant a review, or
- b) the employer recognizes that the position has changed, or wishes to change some duties sufficiently to warrant a review

23.10 The following procedure shall be followed when making a request for review:

- a) unless it is clear that an injustice will result, a request for review will not proceed within one (1) year of a prior review.
- b) the employee shall advise his or her supervisor and Department Head in writing, citing the basis on which the review is being requested.
- c) at the employee's request, the Department of Human Resources will provide the Job Fact Sheet (JFS) and the scores assigned to each of the factors under the Aiken Plan, the Classification Level, and the date, of the last review of the Job Fact Sheet provided for the position within ten(10) working days.



- d) the employee will check the Job Fact Sheet for completeness and accuracy of duties assigned by the Employer. If changes are warranted an updated or a new Job Fact Sheet shall be completed, highlighting the changes, and submitted to the supervisor for completeness and department head for review.
- e) both the supervisor and the Department Head shall review and sign the Job Fact Sheet prior to submission and shall be able to add their comments regarding the accuracy and completeness of the information contained in the Job Fact Sheet.
- f) the employee shall be given the opportunity to see and respond to the comments of the supervisor and the department head before the position is submitted for review. The Employee, Supervisor, and department head will try to resolve any discrepancies prior to submission for review. In the event a discrepancy cannot be resolved, both employee and supervisor shall be entitled to include additional information to the evaluation committee, provided such additional information has been reviewed by both the incumbent employee and the supervisor.
- g) the Job Fact Sheet along with the employee's written request shall be forwarded to the Human Resources Department.
- h) the Department of Human Resources shall coordinate the process.
- i) The Union and the Employer, through the Human Resources Department, shall conduct such investigation as necessary to ensure the accuracy of the JFS and its conformance to University job evaluation standards and in doing so may conduct interviews with the supervisor and/or department head and/or the employee.
- j) Any additional information obtained during the joint investigation shall be provided to the supervisor, department head and the employee. Such information will form part of the information provided for job evaluation to the Review Committee.

### 23.11 Job Evaluation Committee

The Job Evaluation Committee shall be composed of seven (7) representatives of CUPE 1870, seven (7) representatives of the University Administration. Alternates from any group may serve as required on the Committee, but any member of the Job Evaluation Committee must have been trained in job evaluation. The employer will arrange and pay for the training. From this Committee two (2) separate panels shall be struck.

- a)
  - 1. A Review Panel of two (2) CUPE 1870 employees and two (2) employees from University Administration.
  - 2. An Appeals Panel of two (2) CUPE 1870 employees, two (2) employees from the University Administration.
- b) No Representative shall sit on both the Review Panel and the Appeal Panel for any one particular Job Fact Sheet analysis.

- c) The Committee members will be appointed for a three (3) year period, renewable.

23.12 The system of review will consist of:

- a) the completion and review of the Job Fact Sheet, including any updates and additional information.
- b) evaluation of the JFS by members of the Review Panel using the Aiken Plan, including consideration of information provided under 23.10. If the Review Panel determines that it needs additional clarification, the JFS shall be referred to Human Resources for further joint Union and Employer investigation and report. Scores are established for the individual factors by consensus agreement. In the event of failure to reach consensus, the decision will be by majority vote of the Review Panel. If no majority decision is reached, one additional representative, selected at random from available Job Evaluation Committee representatives, will participate with the Review Panel for that position and decisions will be by majority vote for all factors.
- c) sending Review Panel results to the Vice-President, Administration and Finance by the Review Panel for budget approval.
- d) notification to the employee by the Department of Human Resources of the scores assigned to each of the factors under the Aiken Plan, including rationale for any changes, the Classification Level, the effective date, and any change in the classification title assigned to his/her position. In the event that the Review Panel determines that the JFS describes duties that are inconsistent with the duties required by the position, the Review Panel will inform the employee and their Supervisor in writing.
- e) the right of an employee to appeal the decision of the Review Panel by requesting in writing that the Job Fact Sheet be evaluated by the Appeal Panel, as set forth in article 23.13.

23.13 Joint Job Evaluation Appeal Procedures

- 1) An Employee has the right to appeal the results of their classification review.

For an appeal to be considered:

- a) an employee requesting appeal must complete the *Request for Appeal of Job Evaluation Review Results* form.
- b) the *Request for Appeal of Job Evaluation Review Results* form must indicate the reason for appeal of the evaluation review based on specific criteria as laid out in the Aiken Plan.
- c) an appeal shall not be submitted to, or considered by, the Appeal Panel:



(i) Unless procedures governing a request for review, have been followed.

(ii) On the basis of new information which differs from the information provided for the initial review by the Review Panel.

2) The appeal will proceed as follows:

- a) the Job Fact Sheet shall be evaluated by members of the Appeal Panel using the Aiken Plan. Initial scores shall be established for individual factors by consensus agreement. In the event of failure to reach consensus, one additional Job Evaluation Committee representative shall be selected at random to join the panel and the decision shall be by majority vote of the Appeal Panel.
- b) the Review and Appeal Panels scores shall be compared. However, to prevent bias, the Appeal Panel must not know the specific Review Panel factor scores for an appealed position until after the appeal factor scores have been generated. If the Appeal Panel scores are different from those of the Review Panel, both panels would mutually examine the justification for the respective factor value assessments.
- c) the Appeal Panel shall decide the final scores.
- d) The Appeal Panel results shall be sent to the Vice-President, Administration and Finance for budget approval.
- e) notification to the employee shall be provided by the Department of Human Resources indicating the scores assigned to each of the factors under the Aiken Plan, including rationale for any changes, the Classification Level, the effective date, and any change in the classification title assigned to his/her position.
- f) In the event that the Appeal Panel determines that the JFS describes duties that are inconsistent with the duties required by the position, the Appeal Panel will inform the employee and their Supervisor in writing.

#### 23.14 Time Lines

- a) Employees may submit requests for review semi-annually by June 30<sup>th</sup> and December 31<sup>st</sup> respectively. Employees must submit their completed JFS to their department head at least 30 calendar days in advance of the semi-annual deadline. Any resulting change shall be effective from the first day following the semi-annual deadline: i.e., January 1<sup>st</sup> for December 31<sup>st</sup> and July 1<sup>st</sup> for June 30<sup>th</sup>.

- b) the Review Panel shall meet, consider, and respond to the application within one hundred and twenty (120) calendar days of the semi-annual deadline.
  - c) the employee shall have thirty (30) calendar days from receipt of written notification of results, to file an appeal to Human Resources.
  - d) the Appeal Panel shall meet and respond within ninety (90) calendar days of the filing of an appeal.
- 23.15 If the Employer requests a Job Evaluation and the Employee's position is re-classified at a lower level, the employee shall continue to be paid at their current rate of pay, benefits, and receive all future negotiated increases. If the position is filled at a later date, the new incumbent will be paid the job's current rate of pay for the assigned level.
- 23.16 If the employee requests the Job Evaluation, and the employee's position is re-classified at a lower level, the employee's rate of pay shall not be reduced but shall be frozen until the rate of the job reaches the rate being paid to the employee.
- 23.17
- a) In the event that the status of a position occupied by a temporary/term employee changes from term to a permanent position, the incumbent shall also receive a permanent appointment, provided the employee has a minimum of five years of seniority.
  - b) The application of this article shall result in the waiving of the posting provisions of Article 23 and the recall provisions of Article 21.
  - c) This article does not apply to "grant employees."

## **ARTICLE 24 - INSURANCE**

### **24.01**

- (a) The Supplementary Health Care Plan is governed by a Joint trusteeship. It is the trustees who will manage the plan and any participation and/or consultation with the union will take place within the terms of the trustee agreement signed by the parties.
- (b) Changes in these policies will be made only after consultation with the Bargaining Unit. For all joint benefits other than the Supplementary Health Care Plan there shall be a Joint Benefit Advisory Committee or other advisory committee set up by the University whose function it is to consider changes in University policy relative to insurance coverage. A union representative will be invited to actively participate on any such committees.

- 24.02 (a) The cost of the premium for the Supplementary Health Care Plan shall be shared on the basis of 50% employee and 50% employer, **for the cost increases that occur after the effective date (October 12, 2001) of the Memorandum of Agreement on Group Insurance appended to this collective agreement.**



- (b) Sessional employees may continue Supplementary Health Care Plan coverage during the sessional period they are not regularly working at their own expense in accordance with the provisions of the Plan.

24.03 Supplementary Health Care Plan coverage will be paid for by the University for past retired members on the basis of whatever cost sharing was in effect at the time of their retirement for all employees who retire prior to May 1, 2017. The following full cost share shall apply for all employees who retire on or after May 1, 2017:

Retiree single:	11.40%
Employer Single:	88.60%

Retiree family:	11.04%
Employer family:	88.96%

- 24.04 Grant Employees shall only be enrolled in such Supplementary Health Care and Insurance Plans for which they are eligible and for which funding is available.
- 24.05 The Memorandum of Agreement for the establishment of the UPEI Health Care Trust, signed by the parties on October 12, 2001, remains in effect, unless otherwise mutually agreed by the parties to the memorandum of agreement.

## **ARTICLE 25 - SAFETY AND HEALTH**

- 25.01 Cooperation on Safety: The Bargaining Unit and the Employer shall cooperate in continuing the perfecting of regulations and obtaining proper equipment which will afford adequate protection to employees.
- 25.02 Injury Pay Provisions: An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the work day at the employee's regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on the shift.
- 25.03 Union Health and Safety Committee: In order to promote the Occupational Health and Safety of employees, the Employer acknowledges the right of the Union to have a representative on the UPEI Health and Safety Steering Committee. The Union shall notify the Employer in writing of the names of each Representative.

## **ARTICLE 26 - GENERAL CONDITIONS**

- 26.01 **Bulletin Boards:** The Employer shall supply bulletin boards which shall be placed so that all employees in the Bargaining Unit will have access to them and upon which the Bargaining Unit shall have the right to post notices of meetings and other notices as may be approved by the Employer.
- 26.02 **Plural or Feminine Terms May Apply:** Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.
- 26.03 **Legal Fees:** The Employer shall pay all legal costs for any action initiated against an employee by virtue of the performance of the employee's employment duties.
- 26.04 **Part-time and sessional employees shall be eligible to participate in the following University programs and under the stated conditions:**
- (a) Tuition fees - one (1) undergraduate course per semester at no cost.
  - (b) Bookstore discount - under the same conditions as full-time employees.
  - (c) Veterinary Teaching Hospital supplies and services - under the same conditions as full-time employees.
  - (d) Sports Centre facilities - upon payment of the fee applicable to other employees.

26.05 **Tuition Waiver:**

The Spouse and Dependent(s) of:

- Permanent Employees (including Sessional Employees as defined in the Collective Agreement) with a yearly FTE 0.50 or greater;
- Temporary (term) employees, as defined in the Collective Agreement, with a yearly FTE 0.50 or greater and greater than one (1) year of continuous service;

Shall be eligible to apply for a (50%) fifty percent tuition discount for all courses offered by UPEI in any undergraduate program. The waiver shall be calculated based on the cost of a regular undergraduate course to a maximum lifetime total of 120 credit hours per student.

The tuition waiver for eligible part-time Permanent and Temporary (term) Employees will be pro-rated according to the yearly FTE.

Grant Employees are not eligible.



"Spouse" shall mean a person who either is legally married to an Employee or cohabits with the Employee for at least twelve (12) months in a conjugal relationship.

"Dependent(s)" are defined as a child (through birth, adoption or legal guardianship) of an Employee, who is under 26 years of age at the start date of the semester.

#### **26.06 Performance Evaluation**

- (a) A copy of any completed evaluation which is to be placed in an Employee's file shall first be reviewed by the Employee. The Employee shall initial such evaluation as having been read and shall have the opportunity to add his/her views to such evaluation prior to it being placed in his/her file. Each employee shall have reasonable access to his/her file for the purposes of reviewing any evaluation notations contained therein in the presence of her/his supervisor and/or or a personnel officer in the Human Resources Department. A copy of the evaluation will be provided to the employee at time of signing.
- (b) All performance evaluations shall be in writing and based solely on the duties associated with an Employee's work assignment. The Employee shall be provided the opportunity to append any information to the file which the employee feels is relevant to the evaluation process.
- (c) When the performance evaluation is completed by the Supervisor, the Employee shall have five (5) working days to review and respond to the evaluation. Should the employee ultimately disagree with the evaluation they shall have the right to grieve that evaluation. Where an employee agrees with their evaluation the employee will sign the evaluation in the designated space indicating they have read and accepted the evaluation. However, if the employee challenges her/his performance evaluation they will sign the evaluation in the space designated on the form stating their disagreement. For clarity, no employee may initiate a grievance regarding the contents of a performance evaluation unless the Employee has signed in the space indicating disagreement with the evaluation.

#### **ARTICLE 27 - DISCIPLINE AND DISCHARGE**

- 27.01 An employee who is disciplined or discharged shall be furnished with a letter stating the precise charge at the time this action is taken.
- 27.02 The University shall not thereby be prevented from subsequently assigning other causes or reasons justifying the action and of which it became aware after such action was taken so long as this additional information pertains to the original charge or cause which initiated the discharge or discipline.

- 27.03 An employee will be notified about and permitted to read any letter of complaint which concerns the work of the employee and which is to be entered into the employee's personnel file. The employee will sign the letter to indicate that the employee has read it. The employee may attach a note of explanation, clarification or rebuttal to the letter. Upon the employee's request, any such letters will be removed from the employee's file, after two (2) years have elapsed since the letter(s) were placed in the file providing that no further discipline has occurred during that period.
- 27.04 Also, it is the right of the employee, upon written request, to inspect the employee's own personnel file. Any such request will be fulfilled within a period of one (1) month.

#### **ARTICLE 28 - RETIREMENT AND PAY**

- 28.01 Retirement benefits shall be as laid down in the By-Laws or Regulations as drawn up by the University and shall become part of this Agreement. A Union representative will have the right to actively participate on the Board Pension Advisory Committee or any other advisory committees whose function it is to consider changes in University policy relative to Retirement Benefits.
- 28.02 (a) When an employee retires, the employee shall be granted a sum payment equivalent to one month's salary for each five (5) years of consecutive full-time and/or part-time service, to a maximum of six (6) months.
- (b) Service shall be calculated to the last anniversary date of the employee and each full year in excess of five (5) years shall entitle the employee to an additional one-fifth of the monthly rate.
- (c) The rate of retirement pay shall be calculated on the basis of the annual salary being paid to the employee immediately prior to the retirement date or the average of the employee's salary over the five (5) years immediately prior to retirement date whichever is greater.

#### **ARTICLE 29 - SEVERANCE ALLOWANCE**

- 29.01 Employees whose employment is terminated for reasons other than discipline, retirement or resignation, shall be entitled to receive two (2) weeks pay for each year of continuous service to a maximum of fifty-two (52) weeks pay.

#### **ARTICLE 30 - STRIKES AND LOCKOUTS**

- 30.01 The Union agrees that there shall be no illegal strikes as defined by the *Labour Act*, stoppage of work, slowdowns or picketing and the Employer agrees that there shall be no lockout as defined by the *Labour Act* during the term of this Agreement.



## **ARTICLE 31 - JOB SECURITY**

- 31.01 All job classifications listed on Appendix "F" attached hereto shall remain in force for the duration of this Agreement.

## **ARTICLE 32 - RESOLUTIONS AND REPORTS OF THE BOARD**

- 32.01 **Employer Shall Notify Union:** The Employer agrees that any reports or recommendations about to be made to the Board dealing with matters of policy and/or conditions of employment and which affect employees within this Bargaining Unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them.
- 32.02 **Copies of Resolutions:** Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Board which affect the members of this Union are to be posted in a prominent place with a copy sent to the Secretary of the Union.
- 32.03 **Copies of UPEI Pension Plan Documents**  
**Pension MOA signed by the parties dated October 17, 2016 for the Jointly Sponsored Pension Plan (JSPP) will be appended to the new collective agreement. Additionally, once the University and the Joint Union Pension Negotiating Committee agree to what language will be placed in each collective agreement to address the new JSPP (as agreed in the Pension MOA dated October 17, 2016) CUPE Local 1870 would insert that language into their collective agreement.**

## **ARTICLE 33 - MATERNITY/PARENTAL/PATERNITY LEAVE**

### **Preamble:**

The notice provisions of this Article relating to Maternity and Parental leaves are taken from, and in accordance with, the *Employment Standards Act* of Prince Edward Island. The Act provides for minimum notice periods to be given by the employee to the University for the commencement of, and return from, leave which are relatively short and which may cause problems for the University in finding replacement employees and making arrangements for the continuation of employee benefits. The University recognizes and accepts the limits placed upon it by the Act but would request and encourage employees to give a longer period of notice to ensure a smoother transition to leave and return to work.

- 33.01 Every employee who:

- a) has been in the employment of the University for a continuous period of twenty (20) weeks or more;
- b) makes an application for maternity leave at least four (4) weeks before the day specified by the employee as the day on which the employee intends to commence the leave; and

- c) provides the University with a certificate of a qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of birth,

shall be granted maternity leave in accordance with the following conditions:

33.02 The maternity leave to which an employee is entitled shall consist of a period of up to twenty (20) weeks commencing at any time during the period of eleven (11) weeks immediately preceding the estimated date of birth.

33.03 Notwithstanding the foregoing, where the actual date of birth is later than the estimated date of birth, the employee is entitled to no less than six (6) weeks leave after the actual date.

Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee may be transferred to an alternate position provided she is capable of performing the work.

The employee may return to work and the Employer may permit the employee to return to work at a date earlier than six (6) weeks after the date of delivery.

The employee is entitled to resume work in the position occupied by the employee at the time such leave commenced or, if that position no longer exists, in a comparable position with not less than the same wages and benefits the employee would have received if the employee had not been granted maternity leave.

33.04 a) During this period, the employee shall retain all accrued benefits and full seniority shall accumulate. The employee may retain the fringe benefits by continuing to pay the appropriate share of any cost-shared employee benefits, and

b) An employee who provides the Employer with proof that she has applied for and is eligible to receive maternity benefits under the provisions of the *Employment Insurance Act* shall be paid an allowance for fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the employee is eligible to receive and one hundred percent (100%) of her weekly rate of pay.

33.05 Procedure upon Return from Maternity Leave: When an employee decides to return to work after maternity leave, she shall provide the Employer with at least two (2) weeks notice.

33.06 At any time during maternity leave, the employee may draw two (2) weeks pay, which shall be deducted from accumulated sick leave days.



### Parental Leave

33.07 (A) Every employee who:

- a) has been in the employment of the University for a continuous period of twenty (20) weeks or more;
- b)
  - i) in the case of a female employee, becomes the natural mother of a child;
  - ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of a new born child;
  - iii) assumes actual care and custody of a new born child; or
  - iv) adopts or obtains legal guardianship of a child under the law of a Province
- c) submits application for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave,

is entitled to, and shall be granted parental leave without pay consisting of a continuous period of up to thirty-five (35) weeks. If the employee has taken the full twenty (20) weeks as provided in Article 33.02, the total parental leave will be thirty-two (32) weeks.

- (B) In the case of adoption and legal guardianship, an application for parental leave pursuant to Subsection 33.07(A)(c) shall not be required earlier than the date on which the employee is notified of the placement of the child.
- (C) Subject to Subsection 33.07 (E), parental leave must commence no later than the first anniversary date of the birth or adoption of the child or on the date on which the child comes into the actual care and custody of the employee.
- (D) An employee who wishes to resume working at the expiration of parental leave under this Section shall give the Employer two (2) weeks notice of the day on which the employee intends to resume working for the Employer.
- (E) Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before commencement of the parental leave.

Every employee who makes application for, and is granted parental leave under this Article, continues to accumulate seniority during the period of leave and may continue any cost-shared employee benefits by paying the appropriate share of any cost-shared employee benefits.

- 33.08 Notwithstanding any other provision of this article, the aggregate amount of leave that may be taken by an employee under Article 33.02 and 33.07(a) in respect of the same event shall not exceed fifty-two (52) weeks.
- 33.09 Paternity leave shall cover a period of up to five (5) days commencing no later than the date of the child's discharge from the hospital, or date of birth if birth is not in hospital.
- 33.10 Leave Without Pay for the Care and Nurturing of Pre-School Age Children

An employee may request a leave of absence, not to exceed one year, for the purpose of caring for and nurturing pre-school age children. Such leaves shall be without pay and without loss of seniority. Such a request shall be in writing and be granted provided that efficient operation of the Department and or Unit takes precedence.

While on such extended leave of absence, an employee shall retain but shall not continue to accumulate all accrued benefits and shall continue to accumulate seniority benefits under this Collective Agreement. Where fringe benefit plans allow, the employee may remain covered by these plans by paying both the employee and Employer cost.

In the event that an extension of a leave of absence without pay is granted for a period beyond one (1) year, the employee shall accumulate seniority for the first year only.

#### **ARTICLE 34 - REPRESENTATIVE OF THE CANADIAN UNION OF PUBLIC EMPLOYEES**

- 34.01 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

#### **ARTICLE 35 – WORKERS' COMPENSATION**

- 35.01 (a) An employee prevented from performing their regular work with the Employer on account of an occupational accident that is covered by the *Workers' Compensation Act* shall be paid by the Workers' Compensation Board.
- (a) An employee who has filed a claim under the *Workers' Compensation Act* shall be eligible to apply for sick leave during any required 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.
- 35.02 Notwithstanding Article 35.01, 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 80% (85% after 38 weeks) 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 up to the maximum earnings.

- 35.03 When an employee is in receipt of Workers' Compensation Board benefits for a period of ten (10) working days 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 her injury participated in Group Life and Group Medical Insurance Plans and will make the employee's pension contributions.
- 35.04 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.
- 35.05 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.
- 35.06 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 her regular rate of pay, without deduction from sick leave, unless the attending physician states that the employee is fit for further work on that shift.

#### **ARTICLE 36 - DEFERRED SALARY LEAVE PLAN**

##### **36.01 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) The University and employees may enter into any variation of this Plan by mutual consent of the two parties involved.

##### **36.02 Eligibility**

Any permanent or permanent part-time employee working fifty (50%) percent and over with the University is eligible to participate in the Plan.

##### **36.03 Application and Approval**

- (a) 1. An employee shall make written application to the employee's Supervisor on or before January 31st of the year in which the deferment is to commence, requesting permission to participate in the Plan.

2. Notwithstanding 36.03 (a), the University 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) All employees wishing to participate in the Plan shall be required to sign a contract before final approval for participation shall be granted.

#### 36.04 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.

#### 36.05 Benefits

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

#### 36.06 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 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 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.

### **36.07 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.

### **36.08 Return from Leave**

- (a) On return from leave, employees shall return to their previous positions or to positions similar to that which they held immediately prior to going on leave.
- (b) An employee participating in the Plan shall be eligible upon return to duty, for any increase in salary and benefits that would have been received had the one year leave of absence not been taken.

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

37.01 Except as otherwise provided in this Agreement, the provisions of this Agreement shall be to the benefit of and be binding on both parties for conditions and wages as herein provided from and after **May 1<sup>st</sup>, 2016** and thereafter shall continue in force from year to year unless notice in writing is given not less than ninety (90) days next preceding the expiry date in any year by either party giving notice to the other party of a desire to negotiate a new working Agreement or amend the existing Agreement.

37.02 Both parties agree that either party may upon written notice as per this Article, give to the other party, notice of their intent, to re-open the Agreement by **April 30<sup>th</sup>, 2020**. The party requesting the re-opener shall specify in its request the Articles it wants to negotiate. The recipient of the notice shall also be given the opportunity to specify any Articles it may want to re-open and shall enter into negotiations within twenty (20) working days of receipt of such notice.

The parties recognize that this Article (37) shall apply in its entirety should the parties re-open the Agreement.

**ARTICLE 38 - ANNIVERSARY DATE**

- 38.01 Step advancement of actual service shall be frozen except that those employees with two (2) or more years at Step One will move to Step Two on their Anniversary Date. Those employees who are appointed at Step One will progress to the Step Two level after two years of active service have elapsed.

An employee who is promoted or reclassified to a higher level shall be placed at the step in the appropriate level that is closest to but not less than his or her former salary while ensuring that the salary increase is equivalent to at least 5.0%.



SIGNED, SEALED AND DELIVERED THIS 16<sup>th</sup> DAY OF March 2017.


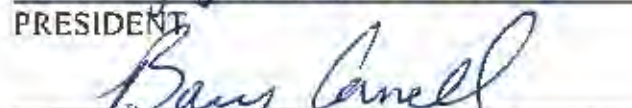
IN THE PRESENCE OF:

UNIVERSITY OF PRINCE EDWARD ISLAND

  
PRESIDENT AND VICE-CHANCELLOR  
VICE-PRESIDENT  
ADMINISTRATION AND FINANCE

IN THE PRESENCE OF:

LOCAL UNION NO. 1870.  
CANADIAN UNION OF PUBLIC EMPLOYEES

  
PRESIDENT  
VICE PRESIDENT

## Appendix A

### **SALARY SCHEDULE**

#### **A. Health Spending Account**

Effective May 1, 2015, the amount of the Health Spending Account (HSA) shall be two hundred and fifty dollars (\$250.00) per year and shall be prorated to the actual time and term of the employee's appointment. For greater clarification, a half time employee shall receive one half (1/2) of the allocated amount"

#### **B. Market Adjustment**

- a) Primary Health Care Nurse - 2 levels above scale
- b) Nursing Lab Instructor - 2 levels above scale
- c) Biomedical Equipment Technologist - 2 levels above scale

#### **SALARY SCHEDULE – Effective May 1, 2016**

Level	Annual - 33.75 hours/week		Annual - 37.5 hours/week		Hourly Rate	
	Step 1	Step 2	Step 1	Level	Step 1	Step 2
1	\$ 26,444	\$ 28,487	\$ 29,382	\$ 31,653	\$ 15.01	\$ 16.17
2	\$ 29,721	\$ 32,563	\$ 33,023	\$ 36,292	\$ 16.87	\$ 18.54
3	\$ 34,988	\$ 38,459	\$ 38,876	\$ 42,732	\$ 19.86	\$ 21.83
4	\$ 36,997	\$ 40,596	\$ 41,108	\$ 45,218	\$ 21.00	\$ 23.10
5	\$ 42,634	\$ 46,915	\$ 47,372	\$ 52,128	\$ 24.20	\$ 26.63
6	\$ 46,211	\$ 50,844	\$ 51,345	\$ 56,493	\$ 26.23	\$ 28.86
7	\$ 48,818	\$ 53,681	\$ 54,242	\$ 59,645	\$ 27.71	\$ 30.47
8	\$ 52,817	\$ 58,085	\$ 58,686	\$ 64,539	\$ 29.98	\$ 32.97
9	\$ 58,191	\$ 64,004	\$ 64,656	\$ 71,116	\$ 33.03	\$ 36.33
10	\$ 61,873	\$ 68,074	\$ 68,747	\$ 75,638	\$ 35.12	\$ 38.64
11	\$ 68,867	\$ 75,755	\$ 76,519	\$ 84,173	\$ 39.09	\$ 43.00



# SALARY SCHEDULE – Effective May 1, 2017

	Annual - 33.75 hours/week		Annual - 37.5 hours/week		Hourly Rate	
Level	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
1	\$ 26,972	\$ 29,051	\$ 29,969	\$ 32,279	\$ 15.31	\$ 16.49
2	\$ 30,320	\$ 33,315	\$ 33,689	\$ 37,016	\$ 17.21	\$ 18.91
3	\$ 35,693	\$ 39,234	\$ 39,659	\$ 43,594	\$ 20.26	\$ 22.27
4	\$ 37,737	\$ 41,507	\$ 41,930	\$ 46,119	\$ 21.42	\$ 23.56
5	\$ 43,480	\$ 47,849	\$ 48,311	\$ 53,166	\$ 24.68	\$ 27.16
6	\$ 47,127	\$ 51,866	\$ 52,363	\$ 57,629	\$ 26.75	\$ 29.44
7	\$ 49,787	\$ 54,755	\$ 55,319	\$ 60,839	\$ 28.26	\$ 31.08
8	\$ 53,874	\$ 59,248	\$ 59,860	\$ 65,831	\$ 30.58	\$ 33.63
9	\$ 59,353	\$ 65,290	\$ 65,948	\$ 72,545	\$ 33.69	\$ 37.06
10	\$ 63,106	\$ 69,431	\$ 70,118	\$ 77,145	\$ 35.82	\$ 39.41
11	\$ 70,241	\$ 77,270	\$ 78,046	\$ 85,856	\$ 39.87	\$ 43.86

### SALARY SCHEDULE – Effective May 1, 2018

Level	Annual - 33.75 hours/week		Annual - 37.5 hours/week		Hourly Rate	
	Step 1	Step 2	Step 1	Level	Step 1	Step 2
<b>1</b>	\$ 27,519	\$ 29,633	\$ 30,576	\$ 32,925	\$ 15.62	\$ 16.82
<b>2</b>	\$ 30,919	\$ 33,984	\$ 34,354	\$ 37,760	\$ 17.55	\$ 19.29
<b>3</b>	\$ 36,415	\$ 40,027	\$ 40,462	\$ 44,474	\$ 20.67	\$ 22.72
<b>4</b>	\$ 38,494	\$ 42,335	\$ 42,771	\$ 47,039	\$ 21.85	\$ 24.03
<b>5</b>	\$ 44,343	\$ 48,800	\$ 49,270	\$ 54,223	\$ 25.17	\$ 27.70
<b>6</b>	\$ 48,078	\$ 52,905	\$ 53,420	\$ 58,784	\$ 27.29	\$ 30.03
<b>7</b>	\$ 50,791	\$ 55,847	\$ 56,435	\$ 62,053	\$ 28.83	\$ 31.70
<b>8</b>	\$ 54,949	\$ 60,428	\$ 61,054	\$ 67,142	\$ 31.19	\$ 34.30
<b>9</b>	\$ 60,534	\$ 66,594	\$ 67,260	\$ 73,994	\$ 34.36	\$ 37.80
<b>10</b>	\$ 64,374	\$ 70,822	\$ 71,527	\$ 78,692	\$ 36.54	\$ 40.20
<b>11</b>	\$ 71,650	\$ 78,821	\$ 79,612	\$ 87,579	\$ 40.67	\$ 44.74



# SALARY SCHEDULE – Effective May 1, 2019

Level	Annual - 33.75 hours/week		Annual - 37.5 hours/week		Hourly Rate	
	Step 1	Step 2	Step 1		Step 1	Step 2
1	\$ 28,065	\$ 30,232	\$ 31,183	\$ 33,591	\$ 15.93	\$ 17.16
2	\$ 31,535	\$ 34,671	\$ 35,039	\$ 38,524	\$ 17.90	\$ 19.68
3	\$ 37,138	\$ 40,820	\$ 41,264	\$ 45,355	\$ 21.08	\$ 23.17
4	\$ 39,269	\$ 43,180	\$ 43,633	\$ 47,978	\$ 22.29	\$ 24.51
5	\$ 45,224	\$ 49,769	\$ 50,249	\$ 55,299	\$ 25.67	\$ 28.25
6	\$ 49,047	\$ 53,962	\$ 54,497	\$ 59,958	\$ 27.84	\$ 30.63
7	\$ 51,813	\$ 56,957	\$ 57,570	\$ 63,286	\$ 29.41	\$ 32.33
8	\$ 56,041	\$ 61,644	\$ 62,268	\$ 68,493	\$ 31.81	\$ 34.99
9	\$ 61,749	\$ 67,933	\$ 68,610	\$ 75,481	\$ 35.05	\$ 38.56
10	\$ 65,660	\$ 72,232	\$ 72,956	\$ 80,258	\$ 37.27	\$ 41.00
11	\$ 73,077	\$ 80,389	\$ 81,197	\$ 89,321	\$ 41.48	\$ 45.63

## Appendix B

### **RED CIRCLED EMPLOYEES**

Application of Appendix A Salary Schedule for employees who were "red circled" as a result of the Classification Study.

Red circled "refers to those whose assigned pay rate was less than the employers rate of pay at April 30, 2001, and whose pay rate remained frozen until their assigned pay rate exceeded their April 30, 2001 pay rate."

"Red Circled" Employees at April 30, 2001

(i) Will receive, for each year they remained red circled :

May 1, 2001 - 3 vacation days  
May 1, 2002 - 3 vacation days  
May 1, 2003 - 6 vacation days  
May 1, 2004 - 4 vacation days  
Maximum 16 vacation days

- Applicable to all employees who were red circled by the Classification Study and who are still actively employed at UPEI in the bargaining unit at the date of ratification.
- Applies to each and every year in which the employee was red circled. Does not apply once the employee was promoted to a higher rate of pay in a different position, or was reclassified to a higher rate of pay than the rate at the time of being red circled. (For example, a red circled employee reclassified to a higher rate of pay January 1, 2003 will not receive 6 days for 2003. An employee reclassified to a higher rate of pay July 1, 2003 will receive 6 vacation days for 2003)
- These vacation days will be tracked separately and will not be factored into the amount of carry-over allowed in the Collective Agreement.
- Affected employees will have the option to take the days as a lump sum cash payment in lieu of vacation, at the current rate applicable on the date when the employee seeks the pay out.

- (ii) Employees who remained red circled after the pay adjustment of May 1, 2003 shall receive:
  - an additional ongoing HSA amount of one hundred dollars (\$100).
- (iii) Employees who remained red circled on or after April 30, 2004 shall receive:
  - 2.0% lump-sum plus \$700 lump sum.
- (iv) Employees who remained red circled after the pay adjustment of May 1, 2004 shall receive:
  - an additional ongoing HSA amount of two hundred dollars (\$200).



- (v) Employees who remained red circled on April 30, 2005 shall on May 1, 2005:
- receive the applicable HSA
  - be grand-parented and will receive negotiated HSA and increases applied to their base salaries for as long as they remain in the same position

For clarity:

Red-circled employees will have an on-going total HSA amount of \$300 or \$400 depending on whether they were still red-circled on May 1, 2003 and no longer red- circled on May 1, 2004, or whether they remained red-circled on May 1, 2004 respectively. The May 1, 2006 HSA adjustment of five dollars (\$5.00) will also apply to the above amounts.

## Appendix C

### **University of Prince Edward Island Policy on Aids**

**Note: This policy is included as an appendix, for information purposes.**

AIDS-Acquired Immune Deficiency Syndrome - is a challenge to society and of grave concern to the University community. Although modes of transmission of the Human Immunodeficiency Virus (HIV) are well understood and the local incidence of HIV infection is relatively low, it continues to be a serious public health issue because of an ever increasing mortality rate, and the lack of an effective cure or vaccine.

UPEI's response to AIDS will be guided by the University's traditional commitment to the preservation of individual rights and freedoms and by an informed regard for public health. Further, as an institution of higher learning UPEI accepts its responsibility to set an example in providing effective and up-to-date public education concerning HIV infection. Such education includes information about the transmission of HIV, care for those who may be infected, respect for their rights, and support to friends, families, co-workers and fellow students.

Public health experts indicate that persons with AIDS and persons who test HIV-positive do not pose a health risk to others while carrying out their regular activities as students or employees. Available evidence strongly indicates that HIV is transmitted by intimate, sexual contact or by injection of contaminated blood. The overwhelming consensus of authoritative medical opinion is that HIV is not readily communicable and that it does not spread through casual contact.

In light of these medical facts as known at present, the University supports the individual's right to absolute confidentiality, subject to any limitations that may be placed upon this right by law, and normal requirements regarding employee benefits. Consequently the University is opposed in principle and practice to mandatory screening and testing for HIV infection.

Faculty, staff or students who are known to be HIV-positive will not be restricted in their employment or attendance at the University. There will be no barriers to study, teaching, research and other work opportunities, or to the use of recreational, sporting, residential or other communal facilities and services, subject to the following condition.

With regard to safety, first-aid and emergency practices, and to the care of patients with infectious diseases, the University conforms to federal government guidelines regarding control of infectious diseases.

At the present time the most effective means to prevent the spread of HIV is health education, and UPEI will promote an active, campus-wide program of education concerning HIV infection. Furthermore, the University will continue to review and revise its health education programs and relevant administrative guidelines and policies as new information about AIDS becomes available.

\* \* \* \* \*



The above statements represent UPEI's official policy concerning HIV infection. All members of the University community are encouraged to respect the principles on which the policy is based in every aspect of their personal and professional conduct.\*

- \* In formulating this policy, UPEI has made extensive use of the policy developed, and recently adopted, by Dalhousie University. That debt of gratitude is respectfully acknowledged.

October 1989

Appendix D**Exclusions****POSITION TITLE****DEPARTMENT**

Administrative Assistant to the Comptroller  
 Administrative Assistant to the Vice President  
 Administrative Assistant to the Director  
 Administrative Assistant to the Vice President  
 Assistant to the Board of Governors  
 Administrative Assistant  
 Administrative Assistant to the President  
 Administrative Assistant to the Vice President

Comptroller's Office  
 Vice President Administration & Finance  
 Human Resources  
 Vice President Academic  
 Board of Governors  
 President's Office  
 President's Office  
 Research & Development



## Appendix E

### **REPLACEMENT AND TEMPORARY (TERM) EMPLOYEES**

The parties agree that the provisions of the current Collective Agreement, and which includes this Appendix "E", shall apply to replacement and temporary employees to the extent and in the manner, as outlined following:

#### Purpose of Agreement:

Applies as written.

Definitions: Applies as written.

ARTICLE 1 Applies as written.

ARTICLE 2 Applies as written.

ARTICLE 3 Applies as written.

ARTICLE 4 Applies as written.

ARTICLE 5 Applies as written.

ARTICLE 6 Applies as written.

ARTICLE 7 Applies as written.

ARTICLE 8 Applies as written except as follows:

8.15 Notwithstanding the provisions of Article 8, employees covered by the terms of this Appendix shall only have access to the grievance and arbitration provisions of the Collective Agreement for those terms and conditions of employment defined as applicable to them by this Appendix "E".

ARTICLE 9 Applies as written.

ARTICLE 10 Applies as written.

ARTICLE 11 Applies as written except that Article 11.06 does not apply to casual employees.

ARTICLE 12 Applies as written except for Article 12.08 which is excluded.

ARTICLE 13 Applies as written.

ARTICLE 14 Applies as written.

ARTICLE 15 Applies as written.

ARTICLE 16 Applies as written.

ARTICLE 17 Replacement or temporary employees shall be entitled to vacation pay, or time off, with pay as determined by the employing department at the rate of four percent (4%) of earnings for the first year of continuous employment and, thereafter, in accordance with Article 17 of the Collective Agreement. Casual employees are excluded from this application; they are entitled to 4% vacation pay.

ARTICLE 18 Replacement or temporary employees may be granted sick leave at the discretion of the employing department for the first year of continuous service and, thereafter, will be eligible for sick leave in accordance with Article 18 of the Collective Agreement. For clarity, Casual employees are excluded from this application.

ARTICLE 19

19.01 All to apply to replacement or temporary employees after the completion of one year of continuous service.

19.02 All to apply to replacement or temporary employees after the completion of one year of continuous service.

19.03 Applies as written.

19.04 Applies as written.

19.05 Applies as written.

19.06 Applies as written.

19.07 and 19.08

Both 19:07, Education Leave, and 19:08, Jury Duty, to apply to replacement and temporary employees after one year of continuous service.

19.09 Applies as written.

19.10 Applies as written.

19.11 To apply to replacement and temporary employees after one year of continuous service.

19.12 Applies as written.

19.13 Applies as written.

19.14 Does not apply.

19.15 Does not apply.



## ARTICLE 20

### ARTICLES 20.01 through 20.09 AS WRITTEN

20.10 Notwithstanding the foregoing reference to Articles 20.01 through 20.09 as applying to replacement and temporary employees, temporary and replacement employees shall not be credited with accumulation of seniority until the completion of one year of continuous service as defined as follows:

"continuous service" as used in this Appendix "E" above, means uninterrupted service with the University, on an active and actual basis, as a paid employee of the University; which has not been broken by resignation or termination; provided, however, that the following shall not be considered as interruptions of service:

- (1) periods during which an employee is receiving Worker's Compensation benefits for illness or injury suffered through University employment,
- (2) duly authorized leaves of absence, including vacations, statutory holidays, etc.,...
- (3) on layoff for thirty (30) days or less,
- (4) sick leave for which sick leave benefits are paid or where the absence is one week or less.

When the term employment, for which casual, temporary, grant, and replacement employees have been hired, has been completed and the employee is subject to layoff, the casual, temporary, grant or replacement employee shall not be entitled to exercise any accumulated seniority to displace another employee.

## ARTICLE 21

21.01 Applies as written.

21.02 Does not apply.

21.03 Does not apply.

21.04 A temporary/term employee who has seniority rights in accordance with 20.09 and Appendix "E" Article 20.10 can exercise recall rights into a temporary/term appointment.

21.05 Does not apply.

21.06 A temporary/term employee who is on layoff shall be, if qualified, appointed without competition to a vacant temporary/term position in their former classification and level, provided their hours of work are equivalent, in accordance with Article 21.09. Notwithstanding Article 23 this vacant position shall not be posted.

21.07 Does not apply.

21.08 Applies as written.

21.09 Does not apply except to clarify the hours of work as laid out in Appendix "E" Article 21.06.

21.10 Applies as written.

21.11 Does not apply.

21.12 Applies as written in Appendix "E" – Article 21

21.13 Applies as written.

21.14 Applies as written.

21.15 Subject to Article 21.22, a replacement, grant or temporary/term employee on lay-off shall retain any seniority rights earned pursuant to Appendix E Article 20.10, to the date of lay-off, and shall have right of recall:

a) For a minimum of three (3) months from the date of lay-off; or

b) Thereafter, to the amount of seniority accumulated to a maximum of five (5) years from the date of the lay-off.

For further clarity, employees on lay-off by virtue of having their hours of work reduced, but who remain employed with the University on an on-going basis, shall continue to accumulate seniority based on their hours worked. However, these employees will be subject to the loss of the right to recall after five (5) years from the date of lay-off in the event that they have not exercised that right.

21.16 Applies as written.

21.17 Recall rights shall exist for the periods described in Article 21.15, above, for the period that is pertinent to the individual employee's situation.

21.18 Applies as written.

21.19 Applies as written.

21.20 Applies as written.

21.21 Applies as written.

21.22 Applies as written.

21.23 Does not apply.

ARTICLE 22 Does not apply.



## ARTICLE 23

23.01 Applies as written

23.03 Replacement grant, and temporary employees shall be given preferential consideration for vacant permanent positions within the bargaining unit if no permanent employee has been appointed to the position, after the completion of one year of continuous service, or equivalent.

23.06 Not to apply to replacement or temporary employees.

23.09 Replacement and temporary employees would not have access to the reclassification procedure until after the completion of one year continuous service.

ARTICLE 24 Replacement and temporary employees may be enrolled in insurance benefit plans for which they are eligible, at the discretion of the employing department until the completion of one year of continuous service, after which the provision of Article 24 shall apply.

Grant employees shall only be enrolled in such Health and Insurance Plans for which they are eligible and for which funding is available.

For clarity, Casual employees are excluded from this application.

ARTICLE 25 Applies as written.

## ARTICLE 26

26.05 Replacement and temporary employees shall be eligible to participate in the University programs listed in clause 26:04, except that (a) tuition fees waiver would not apply until after the completion of one year of continuous service.

ARTICLE 27 Applies as written.

ARTICLE 28 Applies as written.

ARTICLE 29 Applies as written.

ARTICLE 30 Applies as written.

ARTICLE 31 Applies as written.

ARTICLE 32 Applies as written.

ARTICLE 33 The provisions of the *PEI Employment Standards Act* relative to Maternity and Parental leave shall apply to replacement and temporary employees until the completion of one year of continuous service, after which the provisions of Article 33 shall apply.

ARTICLE 34 Applies as written.

ARTICLE 35

35.01 (a) Applies as written.

35.01 (b) Applies if the employee is eligible for and is accruing sick leave per Article 18

35.02 The provisions of clause 35:02 of the Collective Agreement would only apply for the listed term of employment for replacement or temporary employees.

ARTICLE 36 Article 36 of the Collective Agreement will not apply to replacement, grant, or temporary employees.

ARTICLE 37 Applies as written.

ARTICLE 38 Applies as written.

APPENDIX A Applies as written.

Notwithstanding the foregoing wage schedule, the salary for temporary or grant positions shall be that established by the amount of the funding and not, necessarily, that contained in the wage schedule; provided, however, that any deviation in salary from the salary listed for the classification shall be discussed with the Union and reviewed annually.

APPENDIX B Applies as written.

APPENDIX C Applies as written.

APPENDIX F Applies as written but subject to the conditions in Appendix "A" wording above.



## Appendix F

### CUPE 1870 CLASSIFICATION AND SALARY RANGE SCHEDULE

CUPE 1870 CLASSIFICATION AND SALARY RANGE SCHEDULE *		
Level	Points From	Points To
11	320	349
10	290	319
9	260	289
8	235	259
7	210	234
6	185	209
5	160	184
4	140	159
3	120	139
2	100	119
1	80	99

\* for MTS, P/A and ADS

Consolidation of Titles and Classifications		
MTS - (Member of Technical Staff)	P/A - (Programmer Analyst)	ADS - (Administrative Support)
VI Clinical Nurse Specialist V Laboratory Specialist Learning Resource Coordinator CSR Supervisor IV Library Technician IV Nurse Biomedical Engineering Technologist Computer Technician III AV Technician II Laboratory Technician I Library Technician II II AV Technician I Risk Attendant Laundry Attendant	III II A II I A I	Registrar's Office Supervisor Accounts Receivable Supervisor ADI SY5 CL V SY4 CL IV Shipping/Receiving Clerk SY3 CL III Medical Records Clerk SY2 CL II Postal Clerk Paralegal

## **MEMORANDUM OF UNDERSTANDING**

**Between:**

**The University of Prince Edward Island (the "University")**

**and**

**The Canadian Union of Public Employees – Local 1870 (the "Union")**

**(Hereinafter called the "Parties")**

**WHEREAS** the University and the Union are party to a collective agreement dated July 4, 2012 (the "Collective Agreement");

**AND WHEREAS** a practice has developed of allowing employees to accrue overtime credits and vacation leave credits in excess of the allowable amounts under the Collective Agreement;

**AND WHEREAS** the University has delivered notice to the Union that it intends to end the practice and revert to the wording set out in the Collective Agreement;

**AND WHEREAS** the University and the Union wish to jointly identify the manner in which existing overtime and vacation entitlement will be addressed.

**AND WHEREAS** the intent is that all Employee overtime and vacation in excess of the entitlements permitted in the Collective Agreement shall be reduced to the vacation entitlement set out in Article 17.01(9) of the Collective Agreement.

**Therefore, the Parties hereto agree as follows.**

### **OVERTIME (ARTICLE 11)**

1. By mutual consent of the University and an Employee, accumulated overtime may be maintained as time in lieu to a maximum of fifteen (15) working days to the extent that such time in lieu does not bring the Employee over the maximum vacation credit entitlement set out in Article 17.01(9) of the Collective Agreement. For clarity, this does not mean that an employee will not be permitted to accumulate more time in lieu above the fifteen (15) day maximum but that no more than a maximum of fifteen (15) days may be used for vacation in Article 17.01(9). No later than June 30, 2015 the Employee and the Supervisor will finalize and agree to the amount of time in lieu that an employee may be permitted to maintain for the purpose of remaining within the two year maximum entitlement in Article 17.01(9).



2. For the purpose of establishing a clear starting point moving forward any accumulated overtime not maintained as time in lieu for the purpose of Article 17.01(9), in accordance with #1 above, shall be paid out to the Employee in July 2015 in a onetime lump sum.
3. Notwithstanding paragraphs 1 and 2 above any remaining time in lieu must be used by no later than April 30, 2016, otherwise it will be paid out in a onetime lump sum.

#### VACATION (ARTICLE 17)

4. All Employees over the maximum vacation entitlement set out in Article 17.01(9) must have finalized and agreed with their Supervisor, both parties acting reasonably, a vacation action plan by no later than June 30, 2015. The vacation action plan must set out specific action to bring accumulation under the maximum vacation entitlement set out in Article 17.01(9) by no later than April 30, 2016.
5. If a vacation action plan is not agreed between the Employee and the Supervisor by June 30, 2015, both parties acting reasonably, any vacation credits above the maximum vacation entitlement set out in Article 17.01(9) will be paid out in a onetime lump sum.


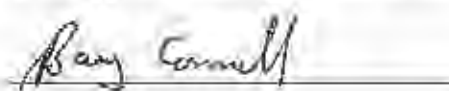
#### GENERAL

6. Effective signing of this Memorandum of Understanding, the University, the Union and Employees shall abide by the provisions of the Collective Agreement in respect of Vacations and Overtime.

Dated at Charlottetown, Prince Edward Island, this 21 day of July, 2015.


On behalf of the University

On behalf of the Union

# MEMORANDUM OF AGREEMENT

## BETWEEN:

The University of Prince Edward Island

And

The Canadian Union of Public Employees - Local 1870

The Canadian Union of Public Employees - Local 501

The International Brotherhood of Electrical Workers - Local 1432

(Hereinafter called the "Parties")

Whereas the University of Prince Edward Island and the Canadian Union of Public Employees Local 1870 entered into a Memorandum of Agreement Re: Article 23 - Group Insurance as part of the negotiated settlement for a collective agreement dated July 10, 2000;  
AND

Whereas the University of Prince Edward Island and the Canadian Union of Public Employees Local 501 entered into a Memorandum of Agreement Re: Article 26 - Insurance as part of the negotiated settlement for a collective agreement dated July 10, 2000;  
AND

Whereas the University of Prince Edward Island and the International Brotherhood of Electrical Workers Local 1432 entered into a Letter of Understanding Re: Article 22 - Insurance as part of the negotiated settlement for a collective agreement dated June 26, 2000;  
AND

Whereas the Parties to each Memorandum of Agreement and the Letter of Understanding noted above have participated in the Joint Working Committee on Supplementary Health Care Insurance and have reached an agreement on the cost sharing of premiums for the Supplementary Health Care Plan.

Therefore, the Parties agree that:

1. The Parties to each Memorandum of Agreement noted above have reached an agreement to establish a Trustee arrangement for the purpose of jointly administering the Supplementary Health Care Plan.
2. The Parties to the Letter of Understanding noted above have agreed that the International Brotherhood of Electrical Workers Local 1432 will not participate as a voting member of the Trustees but will hold observer status at Trustee meetings.
3. The Employer will arrange for the preparation of a draft Trust Agreement for consideration by the Parties.



The Trust Agreement shall include provisions for, but not be limited to, the following:

Introduction

Definitions

General Interpretation

Purpose of the Trust Fund

Trustees

General Authority of Trustees

a) Duty to Report on The Affairs of the Trustees

a) Procedures, By-Laws and Regulations

b) Construction of Agreements

Commencement and Collection of Contributions

- Contributions

- Commencement of Coverage

- Collection of Contributions

- Benefit Credit Accounts

Record Keeping and Signing of Documents

- Execution of Documents

- Form of Execution

Meetings of Trustees

- Minutes

Expenses of Trustees

Deposit, Withdrawal and Co-Mingling of Funds

Bonding and Insurance

Consultation on the Removal of the Actuary, Administrator, Investment Manager and Consultant

- Actuary

- Administrator

- Investment Manager

- Consultant

Education and Training of Trustees

Amendment to the Trust Agreement, including the expansion of the mandate

Amendment to Plan(s)

Termination of Participation by the Parties

Termination of This Agreement

General Provisions

Notice

Execution Date

4. The Trust Agreement will be available for review for ratification by the Parties within 90 days of signing this Memorandum of Agreement with an objective to have the Trust Agreement finalized by September 30, 2001, with an effective date of April 1, 2002.

5. Once it is in effect, the Trusteeship Agreement will take precedence over this Memorandum of Agreement.

6. The Canadian Union of Public Employees Locals 1870 and 501 agree to participate in a cost sharing of premiums in the Supplementary Health Care Insurance Plan based upon a 50 percent employee share and a 50 percent Employer share on the effective date.
7. The International Brotherhood of Electrical Workers Local 1432 agree to participate in a cost sharing of premiums in the Supplementary Health Care Insurance Plan based upon a 25 percent employee share and a 75 percent Employer Share on the effective date.
8. Benefit Credits
  - a) The Parties agree that the Employer's reimbursement to the employees will be based on a benefit credit approach thereby saving the income taxes that would otherwise be payable by the employee.
  - b) The actual value of the benefit credit will be determined at the time of the effective date which shall be April 1, 2002.
  - c) In accordance with the previously signed Memoranda and Letter of Understanding referred to above, the initial Benefit Credit will be the amount equivalent to the total value of the employees share of the cost sharing arrangement, and will be paid to each employee in the respective bargaining units who is a subscriber of the Supplemental Health Care Plan, split according to their single or family participation in the Supplementary Health Care Plan. This initial Benefit Credit will not apply to those part-time subscribers who are already sharing the premium on a 50/50 basis. Future benefit credits will be determined through the collective bargaining process.
  - d) The initial benefit credits will be calculated as 50 percent of the health plan cost for single and family coverage in the Supplementary Health Care Insurance Plan for CUPE Local 1870 and CUPE Local 501 members.
  - e) The initial benefit credits will equal 25 percent of the health plan cost for single and family coverage in the Supplementary Health Care Insurance Plan for IBEW Local 1432 members.
  - f) On the effective date, benefit credits established through the initial process which are in excess of the value needed to pay for the employee's portion of the benefit costs will be eligible for deposit to a health spending account or can be taken as a cash payment.
  - g) The exchange of benefit credits for cash is permitted under the Income Tax Act; however, the election is irrevocable and must be made before the beginning of the benefit plan year. The actual payment to the Benefit Credit Account will be made on a bi-weekly payroll basis. Health Spending Accounts may be drawn upon throughout the year to the extent that is in the account. Any payout of cash will be made as a lump sum at the end of each plan year.



- b) Each eligible employee in the respective bargaining units will have a Benefit Credit Account. In the event that two persons employed by the University are eligible to be enrolled together under family coverage in the Plan, both shall be credited with any amount provided or negotiated on their behalf.
- i) Employees will make their election regarding the use of any excess benefit credit once a year, in February. For the first election, if a choice is not made, the default will be the lump sum cash payment. Thereafter, if an election is not made, the previous election will be deemed to be the choice for the upcoming Plan Year.
- ii) For new hires or newly eligible employees entering the benefit plan during the year, such employees are able to make their selection of benefits and election of any excess benefit credits even though the plan year is in progress. The election will be in effect until March 31<sup>st</sup>, the end of the plan year.
- iii) Upon termination, employees who have elected cash will be paid the amount accrued. Employees who have elected a Health Spending Account will have six months to submit receipts for expenses incurred prior to the date of termination.
- iv) Future benefit credits will be determined through the collective bargaining process.
- v) The Health Spending Account will be administered on a carry forward credit basis, meaning that the employee may only claim against receipts paid in that Plan Year.
- vi) Any related administration fees charged by the carrier will be incorporated into the Health premium rates.

#### 9. Plan Year

The Plan year will be the benefit premium year, commencing, April 1, 2002.

#### 10. Health Spending Accounts

Benefit credits in excess of the employee cost determined by the cost sharing formula can be deposited to a Health Spending Account. The Health Spending Account can be used to pay for eligible expenses under income tax regulations that are not covered by the Supplementary Health Care Insurance Plan. An election made on how to use the excess credit amount applies only to the upcoming plan year. A new election is required for subsequent plan years. Once the election is made, it is irrevocable for that plan year.

Once the employee has elected a Health Spending Account, the amount will begin to accrue and any unused balance will be carried over for a second year. At the end of that time, any monies not used from the first year will be forfeited, in accordance with Revenue Canada Regulations.

11. Compliance

The Parties agree to comply to the Canada Customs and Revenue Agency bulletins describing the tax status of these approaches. The Parties also acknowledge the requirement for the continuation of the favourable tax status and that the consequences of the Canadian Customs and Revenue Agency removing the favourable tax status would adversely affect all participating members of the Plan.

On request, IBEW Local 1432 or any other bargaining unit, shall be admitted to full membership in the Trustee arrangement provided that the members of the bargaining unit seeking admission agree to a cost sharing of premiums in the Supplementary Health Care Insurance Plan based upon a 50 percent employee share and a 50 percent Employer share. IBEW would then receive an additional equivalent Benefit Credit to be implemented according to the same provisions as were applied the other unions.

12. On request, The Faculty Association shall be admitted to full membership in the Trustee arrangement provided that the members of The Faculty Association agree to a cost sharing of premiums in the Supplementary Health Care Insurance Plan based upon a 50 percent employee share and a 50 percent Employer share.
13. Any employee eligible for UPEI Supplementary Health Care Plan benefits may become a member of the Supplementary Health Care Plan under the same arrangements which are in place for the Trusteeship.
14. The Parties agree that retirees who derive their Health Benefits from the signatories to this Memorandum of Agreement will be subject to the terms of the Trustee managed Plan from the effective date of implementation, on a go forward basis. Those individuals who retired prior to the effective date shall continue to have the premium cost sharing arrangement of the Supplementary Health Care Insurance Plan that was in place for them at the time of their retirement date.
15. At the discretion of the Trustees, other parties such as the UPEI Retirees Association may attend Trustee meetings but will not be given Trustee status and will not vote on matters coming before the Trustees.
16. The Parties agree in principle to provide for the possibility of a future expansion of the mandate of the Trusteeship.
17. The Parties agree that the Employer will not amend the Supplementary Health Insurance Plan or alter the premium structure, up to the effective date of the Trust Agreement, except by the mutual consent of the parties. Notwithstanding the foregoing, any imposition of changes to plan design initiated by the insurance carrier which are beyond the control of the Employer may be implemented following consultations between the Employer and the Unions.



18. On the effective date, the Employer agrees to pay to each employee in the respective bargaining units (CUPE Locals 1870 and 501 and IBEW Local 1432) a lump sum payment of Two Hundred Dollars (\$200.00). This amount will be prorated for those employees who work less than full-time and such payment will be based on their full-time equivalency.

19. That the schedule leading to implementation shall be as follows:

September 10, 2001	Finalize Trust Agreement
October 31, 2001	Appoint Trustees
November 2001- February, 2002	Trustee in-service
December 2001- January 2002	Communication to plan members re: Benefit Credit Account, election and options for surplus
February 2002	Benefits Premium Renewals
February 23, 2002	Employees make elections
April 1, 2002:	Effective date of implementation:
	new payroll system
	Benefit Credit Accounts
	Trusteeship
	cost sharing arrangements
	new benefits premium rates

20. That the following sections of the collective agreements with each of the respective unions will be amended to conform with this Memorandum of Agreement, effective April 1, 2002, or upon the establishment and implementation of the Trusteeship, whichever occurs later.

1. CUPE Local 1870 - Article 23.01, 23.02 and 23.03 - Amended as per Appendix I
2. CUPE Local 501 - Article 26.01, 26.02 and 26.03 - Amended as per Appendix II
3. IBEW Local 1432 - Article 22.3 - Amended as per Appendix III

21. The Parties agree that this Joint Working Committee on Supplementary Health Care Insurance will continue to operate until such time as the Trusteeship is in place and that it may, by mutual consent, amend or alter the implementation schedule as required.

Dated at Charlottetown, this 12<sup>th</sup> day of October, 2001.

On Behalf of the  
University Prince Edward Island

[Signature]  
[Signature]

On Behalf of the Canadian Union of  
Public Employees Local 1870

[Signature]  
[Signature]

On Behalf of the Canadian Union  
of Public Employees Local 501

[Signature]  
[Signature]

On Behalf of the International  
Brotherhood of Electrical Workers Local  
1432

[Signature]  
[Signature]



**LETTER OF UNDERSTANDING**

April 13, 2006

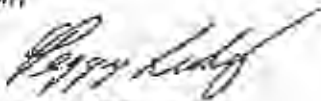
Leo Chaverie, President  
CUPE local 1870

**RE: INTELLECTUAL PROPERTY**

Dear Mr. Chaverie,

The employer agrees to convene the CUPE local 1870 Labour-Management Committee within 90 days of the signing of the Collective Agreement, for the purpose of discussing the topic of Intellectual Property and its implications for members of the Bargaining Unit.

Sincerely,



Peggy Leahy, CHRP  
Director, Human Resources

c.c. Gary Bradshaw, VP Finance & Facilities

**LETTER OF UNDERSTANDING**  
**Regarding**  
**Out-of-Scale Market Adjustments**  
**Employees in CUPE, local 1870 (the Union)**

The University of Prince Edward Island (the Employer), in certain instances, needs to attract or retain qualified individuals for specific positions, where market conditions have placed these skills in high demand. It may therefore become necessary to compensate incumbents in these positions at a rate of pay that is higher than the rate of pay that has been established in the salary schedule of the Collective Agreement. Therefore, the Employer and the Union (the Parties) agree to negotiate an out-of-schedule rate for specific positions.

**Procedures:**

- .1 The Employer will identify the positions for which it intends to apply an out-of-scale rate.
- .2 The Employer will undertake a market survey to identify the rates of pay currently in place for similar jobs. The data examined will include such items as: relevant market surveys, salary structure, recruitment and retention experience, relevant industry organizational factors (such as size and type of organization, total compensation, whether unionized, etc.)
- .3 The Employer will provide the Union with the market survey information.
- .4 The Parties will negotiate and agree on an out-of-scale rate of pay for the job.
- .5 Employees subject to an out-of-scale rate will retain this rate as long as they continue to occupy the same position.
- .6 The rate of pay for new appointments to these specific positions will be subject to review/reconfirmation by the Parties, in a matter that does not unduly delay the recruitment and selection process.
- .7 In the event that the skills of the position are no longer considered in high demand, all future rates of pay will revert to the rate specified in the Collective Agreement, and any new appointees to the positions will receive that specified rate of pay.

LETTER OF UNDERSTANDING

Regarding  
Job Evaluation Weighting and Training

December 18<sup>th</sup>, 2007

Leo Cheverie, President  
CUPE local 1870

Dear Mr. Cheverie,

This is to confirm that the Employer will provide the Union's National/Regional Job Evaluation Specialist with any changes that may occur from time to time with respect to the weightings applied to the factors used in the job evaluation plan. This is conditional upon the Union's agreement that this information remain confidential and that it not be disclosed to the general membership nor to the union executive.

Sincerely,



Peggy Leahey, CHRP  
Director, Human Resources

c.c. Gary Bradshaw, VP Finance & Facilities



LETTER OF AGREEMENT

Between

The University of Prince Edward Island  
(The Employer)

and

Canadian Union of Public Employees Local 1870  
(The Union)

1. Within 90 days of the signing of the collective agreement, the Employer and the Union will strike an ad hoc committee consisting of two (2) Union representatives and two (2) Employer representatives.
2. The committee shall examine the feasibility, the administration and other measures to address requests by the Union and its members to subsidize the income of members who have exhausted their sick and any authorized leaves and who must still remain off work.
3. The committee will report its findings along with any recommendations by one hundred and twenty (120) days from the date of its first meeting.

DATE: Nov 22/2014

  
On behalf of the Employer

  
On behalf of the Union

Memorandum of Agreement

Between

The University of Prince Edward Island  
(Hereinafter called the "University")

And

The Canadian Union of Public Employees (CUPE), Local 501  
Canadian Union of Public Employees (CUPE), Local 1870  
International Brotherhood of Electrical Workers (IBEW), Local 1432  
University of Prince Edward Island Faculty Association (UPEIFA) Unit#2  
University of Prince Edward Island Faculty Association (UPEIFA) Unit#1

(Jointly, Hereinafter called the "Parties")

---

Whereas the Unions desired to negotiate enhancements to the UPEI Pension Plan;  
AND

Whereas the Parties participated as a joint group and reached an agreement on changes  
in the UPEI Pension Plan,

Therefore:

1. The Parties have reached an agreement to the implementation of and participation in the changes to the UPEI Pension Plan as described below in this Memorandum of Agreement.
2. The University has clarified that the definition of "spouse" in Section 1.27 of the UPEI Pension Plan includes married and common-law relationships.
3. The University has clarified that "service" applies to regular full-time and regular part-time employees. It does not apply to term appointments (i.e., replacement, temporary, Sessional Instructor, casual).
4. The University has confirmed that UPEI Pension Plan Section 3.2 has been deleted in its entirety and Sections 3.3 and 3.4 have been rescinded, eliminating references to 30<sup>th</sup> birthday. These were replaced with a new Section 3.2 indicating that the effective date

of becoming a Member of the Plan shall be coincident with commencement of employment.

5. The Parties agree to replace Section 3.6 of the Pension Plan with the following:  
*A Member with two or more years of membership in the Plan who becomes employed on a less than full-time basis must continue to make contributions to the Plan in respect of his less than full-time earnings.*
6. The Parties agree that the changes specified below shall apply to those individuals who are current Members of the UPEI Pension Plan on July 1, 2010, forward.
7. The Parties agree that employees who have ceased employment with the University prior to July 1, 2010 are not eligible for this Plan improvement.
8. With respect to the past service improvements, the Parties agree;
  - a) To implement a past service improvement so as to provide a full 2.0% of the best 3 year average salary times years of service, for the service period after December 31, 1989 and up to and including December 31, 1998, subject to approval by the Canada Revenue Agency.
  - b) For the period of January 1, 1999 to June 30, 2010 the benefits will continue to be calculated on an integrated basis. An "Integration Ratio," as defined via amendment to the Plan, will be determined for each Pension Plan Member as at July 1, 2010. The means of implementation of this change is subject to approval by the Canada Revenue Agency.
  - c) Commencing July 1, 2010, Plan Members will pay an additional 0.88% of payroll, to cover the estimated cost of the additional benefit, for each of the next 15 years. Commencing July 1, 2025, the contribution rates paid by Plan Members on both CPP earnings and non-CPP earnings will be reduced by this same amount.
9. With respect to future service improvements, the Parties agree to de-link the contributions from the benefit determination so that, effective July 1, 2010, benefits will be based on an accrual formula as follows:
  - a) 2% of the average of the Employco's best 3 years of annual pensionable salary up to the average YBE for the same 3 years; plus
  - b) 1.50% of the same average pensionable salary in excess of the same average YBE and up to the average YMPE for the same 3 years; plus
  - c) 2% of the same average pensionable salary in excess of the same average YMPE, the total multiplied by:
  - d) Pensionable service on or after July 1, 2010.



September, 2010  
Memorandum of Agreement - UPEI Pension Plan

10. The Parties agree that, commencing July 5, 2016, the UPEI Pension Plan Member contribution rate will be 5.4% of pay on CPP earnings and 7.2% of pay on non-CPP earnings. These rates are inclusive of the amount referenced in 8 (c) above. Commencing July 1, 2025, the contribution rates paid by Plan Members on both CPP earnings and non-CPP earnings will be reduced by the amount referenced in 8(c) above.

11. The University will execute the necessary UPEI Pension Plan amendments to follow up.

Signed in Charlottetown, Prince Edward Islands

Date: 14 October 2010 for CUPE, Local 1870 Les Chev

Witness

Date: 10/24/10

for CUPE, Local 501

Witness

Date: \_\_\_\_\_

for IBEW, Local 1432

Witness

Date: 14 October 2010

for UPEIFA, Unit #2

Witness

September, 2010  
Memorandum of Agreement - UPEI Pension Plan

Date: 19 October 2010 for UPEIFA, Unit #1

Witness

Date: Nov. 19, 2010 for University of PEI

Witness

Dee Le  
Wayne  
Emy S. A.  
Bernadette Hood

MEMORANDUM OF AGREEMENT

Between

The University of Prince Edward Island

(The Employer)

And

Canadian Union of Public Employees Local 1870

(The Union)

Notwithstanding the provisions of Appendix D, the Employer provided the Union with the following list of excluded positions together with the description for each position.

Receptionist	-	Human Resources
Payroll Clerk	-	Human Resources
Payroll Officer	-	Human Resources
Staffing Assistant	-	Human Resources
Benefits Assistant	-	Human Resources
Security Assistant	-	President's Office
Residence Life Coordinator	-	Residences

The Union is not in agreement with the exclusions proposed by the Employer and therefore the Parties have agreed to establish an Ad Hoc Committee consisting of two representatives of CUPE Local 1870 and two representatives from the Employer to conduct a review of the positions to determine their eligibility for exclusion and to make a recommendation to the Parties.

The Ad Hoc Committee shall be established within 30 days of the signing of the Collective Agreement and will report to the Parties within one hundred and twenty (120) days from the date of its first meeting.

Date:

July 4, 2012

On behalf of the Employer

On behalf of the Union



## MEMORANDUM OF AGREEMENT

October 17, 2016

This Memorandum of Agreement (the "Agreement") is between the University of Prince Edward Island Board of Governors ("the Employer") and the UPEIFA (Units # 1 & # 2), CUPE Local 1670, CUPE Local 501 (UPEI Security Police) and IBEW Local 1928 (collectively, the "Unions"). The terms of this Agreement are binding on the parties and enforceable in accordance with each Union's collective agreement with the Employer.

### Effective Date

1. The effective date of the amendments to the Pension Plan for Employees of the University of Prince Edward Island (the "Plan") and the Plan's governance structure, as set out in greater detail below, shall be January 1, 2017 ("Effective Date") subject to the agreement in respect of transitional matters attached at Appendix "A" hereto (the "Transition Agreement").

### Plan Governance

2. At the Effective Date, the Plan will be amended to become a jointly-sponsored defined benefit pension plan ("JSPP"). The sponsors of the Plan will be the Unions and the Employer (the "Sponsors"). The Sponsors will establish a board (the "Sponsor Board") with certain decision-making authority and governance responsibilities over the Plan as further described herein, and shall appoint a board of trustees to administer the Plan (the "Board of Trustees" or "Trustees"). The Board of Trustees will administer the Plan in accordance with a trust agreement (the "Trust Agreement"). In addition, the Sponsors shall enter an agreement that sets out the roles and responsibilities of the Sponsors (the "Sponsors Agreement").

### Board of Trustees and Trust Agreement

3. The Trustees shall serve as the administrator of the Plan ("Plan Administrator") and associated pension fund (the "Fund") in accordance with the Trust Agreement whose terms are consistent with the terms of this Agreement.
4. The Trustees shall be responsible for the ongoing administration, operation, and investment of the Plan through their delegates and agents. The Trustees shall select and monitor all service providers to the Plan the cost of which shall be paid from the Plan's Fund.
5. The Board of Trustees shall be composed of an even number of individuals, one half of whom is appointed by the Employer and one half of whom is appointed by the Unions.

*[Handwritten signatures and initials]*

6. The Employer will appoint half of the voting individuals on the Board of Trustees under a process of the Employer's choosing. At least one of these individuals shall be a non-Union plan member.
7. The Unions will appoint half of the voting individuals on the Board of Trustees under a process of the Unions' choosing.
8. Two retired plan members will also be appointed to the Board of Trustees, one by the Employer and one by the Unions. These two retired plan members will not have a vote on the Board of Trustees as contemplated in Article 9 herein, nor will they count for purposes of the quorum rules of the Board of Trustees. Further, these two retired plan members will not be eligible to serve as co-chairs as contemplated by Article 10 herein.
9. The Trustees will endeavour to make decisions by consensus. No decision will be binding unless it has the support of a majority of the voting Employer Trustees and a majority of the voting Union Trustees. An appropriate dispute resolution process will be prescribed in the Trust Agreement for breaking any deadlock, which will include a situation in which necessary Trustee business cannot proceed because of lack of consensus or majority support.
10. The Board of Trustees will function with a co-chair model whereby each of the Union Trustees and the Employer Trustees shall appoint one of their own to act as co-chair of the Board of Trustees. The co-chairs shall share such tasks and authority as required for the satisfactory operation of the Board, including the calling and chairing of meetings.
11. A funding policy negotiated by the Employer and the Unions consistent with this Agreement shall be administered by the Trustees.

#### *Sponsor Board and Sponsors Agreement*

12. The Sponsor Board will be established by the Sponsors Agreement which will be consistent with the terms of this Agreement.
13. The Sponsor Board shall be composed of an equal number of Employer and Union representatives. Notwithstanding the number of representatives, decision making at the Sponsor Board will be made via block votes. The Employer representatives to the Sponsor Board will collectively exercise one vote and the Union representatives will collectively exercise one vote. One vote from each side will be required for all decisions of the Sponsor Board.
14. The Plan text, the Trust Agreement, the Funding Policy and the Sponsors Agreement, once established, shall be subject to amendment only by the Sponsor Board. Such amendments shall be expressly binding upon the Employer, Unions and Plan members, former members, retirees and their beneficiaries.



15. Following the Effective Date, all actuarial assumptions and methods shall be determined by the Sponsor Board and communicated, in advance of any period of time to which those methods or assumptions may apply, to the Trustees, who may provide feedback and input to the Sponsor Board for the Sponsor Board to use in determining such methods or assumptions.
16. The Plan will not be terminated or wound up except in accordance with the Sponsors Agreement, which shall require the prior written consent of the Employer and each of the Unions.
17. The parties to this Agreement shall execute such amendments or further letters of understanding to each applicable collective agreement between the Employer and each Union to provide only that the pension arrangements for bargaining unit members are as described in this Agreement, the revised Plan text, Trust Agreement and Sponsors Agreement, as the case may be.

#### Funding of the Plan

18. A valuation of the Plan will be conducted as at September 30, 2016 (the "Conversion Valuation"). The economic methods and assumptions to be used in the Conversion Valuation shall be consistent with the April 30, 2014 valuation assumptions, except as modified by the assumptions in the "alternative set" as shared on September 26, 2016. The asset smoothing methodology from the April 30, 2014 valuation shall be applied.
19. The Plan's current service cost after the Effective Date will be shared on a 50/50 basis by the Employer and Plan members for greater certainty, based on the latest projections in the "Sample Implementation using extrapolated results at April 30, 2016 and alternative actuarial assumptions" (from the Employer's September 26, 2016 document, a copy of which is attached as Exhibit "B" to this Agreement). The current service cost as at the Effective Date is currently projected to be 16.04% of pensionable earnings, or 8.02% (on average) of pensionable earnings payable by the Employer and 8.02% (on average) of pensionable earnings payable by the members.
20. The Employer shall be responsible for any schedules of unfunded liability special payments to be amortized over 15 years, associated with any Plan deficit (after taking into account the present value of remaining contributions under Article 21) as determined by the Conversion Valuation.
21. Plan members shall continue to pay 0.88% of pensionable earnings in respect of unfunded liability special payments until June 30, 2025, as required by the 2016 Memorandum of Agreement signed by the Employer and the Unions and as contemplated in section 4.1(B) of the Plan text. The Employer and Member unfunded liability special payment schedules as determined by the Conversion Valuation shall be considered an asset of the Plan.

*Handwritten signatures:*  
Wesley  
Gordon  
Neil  
Harris



22. Unfunded liabilities arising in valuations performed after the Conversion Valuation (the first scheduled valuation following the Conversion Valuation shall be at April 30, 2019 and subsequent valuations will be performed at April 30 on regular intervals as determined by the Sponsor Board not exceeding every three years) will be amortized over 15 years and funded by either contribution rate increases, temporary future benefit reductions, or a combination of the two, all as determined by the Sponsor Board. The Sponsor Board may, in accordance with its decision-making process (as described in paragraphs 13 and 14 of this Agreement), agree to temporary future benefit reductions. The Sponsor Board may also choose not to make any such temporary benefit reductions. The balance of any unfunded liability funding obligation shall be met by special payments that will be shared on a 50/50 basis by both the Employer and Plan members and amortized over a 15 year period. For the purposes of clarity, the following are provided as examples of how this paragraph 22 is intended to operate:

- If there is a 5% of payroll special payment obligation, and the Sponsor Board agrees to a temporary future benefit reduction that reduces plan cost by 2% of payroll, both the Employer and Plan members will be obligated to make special payments of 1.5% of payroll each for a period of 15 years.
- If there is a 5% of payroll special payment obligation, and the Sponsor Board does not agree to any temporary future benefit reductions, both the Employer and Plan members will be obligated to make special payments of 2.5% of payroll each for a period of 15 years.

23. Plan surpluses (defined as amounts above 110% funded on a going concern basis) shall first be used to retroactively restore any temporary benefit reductions in respect of past service and future service, until those benefits have been restored fully, as determined by the Sponsor Board. Such benefit restorations shall not reduce plan funding below 110%.

In circumstances where the Plan is funded above 110% on a going concern basis and all temporary benefit reductions (if any) have been fully restored, the surplus above 110% shall be used to:

- o Improve Plan benefits and/or
- o reduce Plan risks by conservatizing actuarial assumptions,

as determined by the Sponsor Board. Such changes shall not reduce the Plan's funded status below 110%.

24. The Employer will remain responsible for full termination and wind-up funding of all Plan liabilities, both pre- and post-conversion, in the event the Plan is terminated and wound up.

*[Handwritten signatures and initials]*

#### Benefits

25. No changes to Plan benefits or Plan design are required at this time. Following execution of this Agreement, benefits may be amended only in accordance with the Sponsors Agreement.

#### Conditions

26. The Agreement will be contingent on ratification in accordance with such process or requirements determined by the Employer and each of the Unions respectively, failing which this Agreement shall be null and void.

#### Covenants

27. The Employer and the Unions shall negotiate in good faith and shall execute the further agreements required by this Agreement including but not limited to the Sponsors Agreement, Trust Agreement, Funding Policy, revised Plan text, and such other agreements as are or may be required to implement the purpose of this Agreement.
28. Subject to article 18 of this Agreement, from the date of execution of this Agreement, the Employer shall make no changes to the Plan, contributions or any economic assumption or methods used to value the Plan without the prior consent of each of the Unions.

Handwritten signatures and initials in the bottom left corner, likely representing the parties to the agreement.

UPEU Pension Memorandum of Agreement - October 17, 2015

Dated and executed on October 17<sup>th</sup>, 2015:

[Signature]  
Witness

[Signature]  
For UPEU, Brian Johnson

Heather F. Chap  
Witness

[Signature]  
For UPEU, Bruce Macdonald

[Signature]  
Witness

[Signature]  
For UPEUFA, Nola Eskin

[Signature]  
Witness

[Signature]  
For CUPE Local 1870, Tracy Carmichael

[Signature]  
Witness

[Signature]  
For CUPE Local 903, Wayne Squaredore

[Signature]  
Witness

[Signature]  
For IBEW 3528, Don Ferge

[Signature]



Appendix "A" to the Memorandum of Agreement dated and executed October 17, 2016

Transition Agreement

1. All capitalized terms, except as otherwise defined herein, have the same meaning as in the Memorandum of Agreement dated October 17, 2016 between the University of Prince Edward Island Board of Governors ("the Employer") and the UPELPA (Units #1 & #2), CUPE Local 1870, CUPE Local 501 (UPEL Security Police) and IBEW Local 1928 (collectively, the "Unions").
2. The Effective Date is January 1, 2017.
3. The new Board of Trustees will commence its role as Plan Administrator on January 1, 2017 or as soon after that date as is possible. In order to take over as Plan Administrator, at a minimum, the Trust Agreement must be completed and executed and the full Board of Trustees must be established.
4. In the event the Trust Agreement is not executed by January 1, 2017, or the full Board of Trustees is not established, or the Board of Trustees cannot act as Plan Administrator as at that date, there will be a transitional period, not longer than one year and ending on December 31, 2017, or the date on which the Board of Trustees assumes its role as Plan Administrator, if earlier (the "Transition Period") during which time the following rules will govern:
  - a. The Employer will continue to act as Plan Administrator, subject to the approval of the Sponsor Board, or the Unions in circumstances where the Sponsor Board is not yet in place, for all decisions of significance to the administration of the Plan, including entering into or renewing contracts for service to the Plan, determining actuarial assumptions or methodologies.
  - b. All existing contracts or service provider agreements (or arrangements if not in writing) will continue unchanged during the Transition Period. Any changes that may be required or desired must be approved by the Sponsor Board, or the Unions in circumstances where the Sponsor Board is not yet in place.
  - c. Any decision required by the Agreement to be made by the Sponsor Board may be made jointly by the Employer and the Unions in circumstances where the Sponsor Agreement has not yet been executed or the full Sponsor Board is not yet established.
5. The parties will immediately commence drafting the Sponsors Agreement and Trust Agreement with a view to having fully executed documents in place on January 1, 2017.
6. In all respects, the Memorandum of Agreement shall govern except as explicitly modified by this Transition Agreement.

*Witness*  
*First*  
*Signature*  
*Blue*

## Key assumptions (vs 2014)

Description of assumption	Used in 2014	Alternative set
Discount rate	5.75% (pre and post retirement)	6.00% (pre and post retirement)
Salary scale (incl allowance for steps, promotional, etc)	4.0% per annum	3.5% per annum
Increase in statutory limits (e.g., YMPE, CRA max accrual)	3.5% per annum	2.5% per annum
Mortality	CPM2014 Public Mortality tables with improvement scale CPM-B (pre-retirement) and post-retirement)	No change
Retirement age	60% at Rule of 85 (min age 55), or age 60 if earlier, balance at age 55	50% at Rule of 85 (min age 55), or age 60 if earlier, 60% of remaining at age 55, 25% at each age between ages 56 and 70, with everyone remaining retiring at age 71

Exhibit E

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made this 30 day of September, 2020 between the UNIVERSITY OF PRINCE EDWARD ISLAND BOARD OF GOVERNORS (the "Employer") and CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1870 (the "Union").

1. The parties agree that the collective agreement between the Employer and the Union executed on 16 March 2017, which is scheduled to expire on 30 April 2020 (the "Agreement"), is amended as follows.

- (a) Article 37.02 of the Agreement is amended as follows:

37.02 Both parties agree that either party may upon written notice as per this Article, give to the other party, notice of their intent, to re-open the Agreement by **April 30th, 2022**. The party requesting the re-opener shall specify in its request the Articles it wants to negotiate. The recipient of the notice shall also be given the opportunity to specify any Articles it may want to re-open and shall enter into negotiations within twenty (20) working days of receipt of such notice.

- (b) Appendix A of the Agreement will be amended to include a 2% wage increase effective May 1, 2020 and a 2% wage increase effective May 1, 2021. These changes are reflected in the attached Appendix A to this Memorandum.

- (c) In all other respects, the parties confirm all terms and conditions of the Agreement, as amended by this Memorandum.

THE EMPLOYER



Dr. Alaa Abd-El-Aziz  
President & Vice-Chancellor

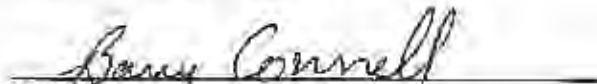
THE UNION



Tracy Carmichael  
CUPE Local 1870 President



Jackie Podger  
Vice-President, Administration & Finance



Barry Connell  
CUPE Local 1870 Vice-President, MTS



## **APPENDIX A**

### **CUPE 1870 SALARY SCHEDULE – Effective May 1, 2020**

<b>Level</b>	<b>Annual - 33.75 hours/week</b>		<b>Annual - 37.5 hours/week</b>		<b>Hourly Rate</b>	
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 1</b>		<b>Step 1</b>	<b>Step 2</b>
1	\$ 28,828	\$ 30,831	\$ 31,809	\$ 34,256	\$ 16.25	\$ 17.50
2	\$ 32,170	\$ 35,358	\$ 35,744	\$ 39,287	\$ 18.26	\$ 20.07
3	\$ 37,878	\$ 41,630	\$ 42,086	\$ 46,256	\$ 21.50	\$ 23.63
4	\$ 40,062	\$ 44,044	\$ 44,514	\$ 48,938	\$ 22.74	\$ 25.00
5	\$ 46,123	\$ 50,774	\$ 51,247	\$ 56,415	\$ 26.18	\$ 28.82
6	\$ 50,034	\$ 55,037	\$ 55,593	\$ 61,152	\$ 28.40	\$ 31.24
7	\$ 52,853	\$ 58,103	\$ 58,725	\$ 64,558	\$ 30.00	\$ 32.98
8	\$ 57,169	\$ 62,877	\$ 63,521	\$ 69,863	\$ 32.45	\$ 35.69
9	\$ 62,983	\$ 69,290	\$ 69,981	\$ 76,988	\$ 35.75	\$ 39.33
10	\$ 66,982	\$ 73,676	\$ 74,424	\$ 81,863	\$ 38.02	\$ 41.82
11	\$ 74,540	\$ 81,992	\$ 82,822	\$ 91,102	\$ 42.31	\$ 46.54

**APPENDIX A****CUPE 1870  
SALARY SCHEDULE – Effective May 1, 2021**

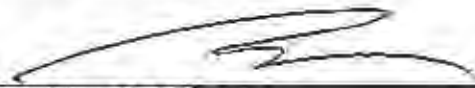
<b>Level</b>	<b>Annual - 33.75 hours/week</b>		<b>Annual - 37.5 hours/week</b>		<b>Hourly Rate</b>	
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 1</b>		<b>Step 1</b>	<b>Step 2</b>
1	\$ 29,210	\$ 31,447	\$ 32,455	\$ 34,941	\$ 16.58	\$ 17.85
2	\$ 32,821	\$ 36,083	\$ 36,468	\$ 40,070	\$ 18.63	\$ 20.47
3	\$ 38,635	\$ 42,458	\$ 42,828	\$ 47,176	\$ 21.93	\$ 24.10
4	\$ 40,855	\$ 44,926	\$ 45,394	\$ 49,916	\$ 23.19	\$ 25.50
5	\$ 47,039	\$ 51,795	\$ 52,265	\$ 57,551	\$ 26.70	\$ 29.40
6	\$ 51,038	\$ 56,129	\$ 56,709	\$ 62,366	\$ 28.87	\$ 31.86
7	\$ 53,910	\$ 59,265	\$ 59,900	\$ 65,850	\$ 30.60	\$ 33.64
8	\$ 58,314	\$ 64,128	\$ 64,793	\$ 71,253	\$ 33.10	\$ 36.40
9	\$ 64,251	\$ 70,681	\$ 71,390	\$ 78,535	\$ 36.47	\$ 40.12
10	\$ 68,321	\$ 75,156	\$ 75,912	\$ 83,507	\$ 38.78	\$ 42.66
11	\$ 76,037	\$ 83,630	\$ 84,486	\$ 92,923	\$ 43.16	\$ 47.47

## MEMORANDUM OF AGREEMENT

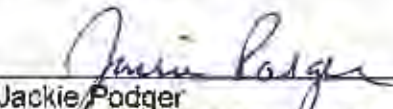
THIS MEMORANDUM OF AGREEMENT is made this 30 day of September, 2020 between the UNIVERSITY OF PRINCE EDWARD ISLAND BOARD OF GOVERNORS (the "Employer") and CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1870 (the "Union").

1. The parties hereto agree as follows:
  - (a) Notwithstanding the current language in the collective agreement, in the event the university finds it necessary due to the COVID-19 pandemic, the University may temporarily assign bargaining unit duties to a qualified bargaining unit member who would not normally carry out such duties, regardless of classification or seniority.
  - (b) This Memorandum of Agreement will expire on April 30, 2022.

THE EMPLOYER



Dr. Alaa Abd-El-Aziz  
President & Vice-Chancellor

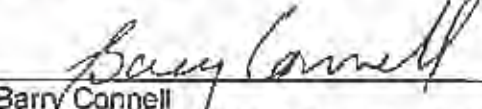


Jackie Podger  
Vice-President, Administration & Finance

THE UNION



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