

COLLECTIVE AGREEMENT



THE UNIVERSITY OF PRINCE EDWARD ISLAND

-A N D-



**LOCAL UNION NO. 1870
CANADIAN UNION OF PUBLIC EMPLOYEES**

EXPIRES APRIL 30, 2030

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This Agreement made and entered into this _____ day of _____, 2026.

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 **six (6)** months of continuous full-time work in any one year **(in one position or multiple positions)**, 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.
- h) “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 for up to twelve (12) months while assessing ongoing needs. Prior to the end of the twelve (12) month period, the position will either be declared vacant or discontinued.
- i) “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.
- j) “University” means the University of Prince Edward Island.
- k) For the purpose of this Collective Agreement, “common-law spouse” shall include same gender partners.
- l) “Classification” means a group of titles captured by one of the three grouping silos (MTS; P/A or ADS) under Appendix “D”
- m) **"Letter of Expectation" means a non-disciplinary letter issued to an employee, identifying concerns with performance and/or conduct, and prescribing expectations with respect to those concerns going forward.**

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 22nd 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 “D” attached to and forming part of its Collective Agreement save and except the exclusions as listed on Appendix “A” of the Certification Order, Appendix “C” 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 Article **25.02**.

- 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 "C".
- 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 **and collaborate** 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 practiced 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, gender expression, gender identity, age, marital status, family relationship, or a disability (**physical or psychological**) when the employee is capable of performing or fulfilling the essential duties or requirements of a position, or any other reason protected under the PEI *Human Rights Act*. 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. Harassment includes but is not limited to physical, psychological, systemic, and verbal conduct (repeated or one-time) and is not allowed. The

Employer shall ensure that the Fair Treatment Policy includes a statement that every employee is entitled to work free of harassment and includes a commitment that the Employer shall ensure, as far as is reasonably practicable, that no employee shall be subject to harassment in the workplace.

Reasonable attempts may be (but are not required to be) made to resolve cases of harassment before a formal complaint is made. If a formal complaint is made, the process as set out in the Fair Treatment Policy will be followed. The principles of fairness and confidentiality shall apply throughout this process.

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. The University and its employees must also be in compliance with the PEI *Occupational Health and Safety Act Workplace Harassment Regulations*.

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 C.

- (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.

- (c) Each September, the Employer shall provide the Union with an updated list showing the name, personal email address, personal phone number, home mailing address (all the foregoing if provided by the employee), and date of hire of each member.

- 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 as per the direction 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. **Members and their supervisors will work collaboratively in order to support the members' ability to attend such Committee meetings while balancing the need to reduce disruption to operations.**

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 **Individual and Group Grievances:**

- (a) **Step 1:** The aggrieved employee(s), together with a member of the Grievance Committee, shall first seek to settle the dispute directly with Human Resources and the employee's Department Head, within fifteen (15) business days of the alleged violation or when the employee(s) ought reasonably to have become aware of the alleged violation.
- (b) **Step 2:** Failing satisfactory settlement within the fifteen (15) business days as noted in Step 1, the Union may, within an additional fifteen (15) business days, submit to the Director, Human Resources, with a written statement of the particulars of the grievance and the redress sought. The Parties shall meet as necessary, and the Director, Human Resources, shall issue a written response to the grievance within fifteen (15) business days of receipt.
- (c) **Step 3:** Failing satisfactory settlement, and within fifteen (15) business days of receipt of the Employer's response at Step 2, the Union may notify the University of its intention to refer the grievance to arbitration.

- 8.04 **Policy Grievance:** Where a difference arises between the parties relating to the interpretation, application, administration, operation or alleged violation of this Collective Agreement, **such grievances shall be initiated at Step 2 of the above-noted grievance procedure in Article 8.03.**
- 8.05 The University and the Union may mutually agree to by-pass any or all of the **above-noted grievance steps** and go directly to arbitration.
- 8.06 Grievances and replies to grievances shall be in writing at all stages.
- 8.07 In **any** cases of unacceptable settlement, the grievor must state why the decision is unacceptable.
- 8.08 Grievances settled satisfactorily, within the time allowed, shall date from the time the violation occurred.
- 8.09 The University shall supply the necessary facilities for grievance meetings.
- 8.10 The Bargaining Unit and the University **both** reserve the right to file grievances.
- 8.11 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 (½) 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, **and not including part-time employees**, shall be as follows, **either**:

- a) five (5), six and three quarter ($6\frac{3}{4}$) hour days for a thirty-three and three quarter ($33\frac{3}{4}$) hour week, or
- b) five (5), seven and one-half ($7\frac{1}{2}$) hour days for a thirty-seven and one-half ($37\frac{1}{2}$) hour week, or
- c) **ten and three quarter ($10\frac{3}{4}$) days on a four-on-four-off schedule**, exclusive of lunch breaks.

10.03 **When the University initiates a permanent schedule change, the selection of lines will be offered to employees in seniority order.**

10.04 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.

10.05 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 employees:

- (a) **At least four (4) weeks' notice of a permanent change in schedule; and,**
- (b) **At least ninety-six (96) hours' notice of a temporary change in schedule.**

For clarity, vacation, sick leave or unexpected leaves are not considered a schedule change.

10.06 Effective upon the signing of this Collective Agreement, a shift premium of **\$2.25 (inclusive of the May 1, 2026 wage increase)** per hour will be paid to those employees who work the majority of their shift between the hours of 4:00 p.m. and 5:00 a.m. but the premium shall only apply to the hours worked between 4:00 p.m. and 5:00 a.m. **The above-noted shift premium shall increase at the same rate as the wage increases negotiated by the Parties in Appendix A, as follows:**

YEAR	RATE	INCREASE
MAY 1, 2026	\$2.25	\$1
MAY 1, 2027	\$2.32	3%

MAY 1, 2028	\$2.39	3%
MAY 1, 2029	\$3.39	\$1

ARTICLE 11 - OVERTIME

11.01 All time worked before or after the employee's regular workday 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 workday: time and one-half the regular hourly rate.
- b) On a regularly scheduled day off: double time.

11.03 **Payment of Overtime:** Employees shall not be required to lose any regular hours to equalize any overtime worked. Employees may elect to receive payment for overtime in the form of pay at the applicable overtime rate, or banked in order to take paid time off in lieu of overtime, at the applicable overtime rate. Time off taken in lieu of overtime pay must be scheduled on mutual agreement between the Employee and their Supervisor. Employee overtime banks may never exceed thirty (30) working days at any time, and any overtime worked exceeding this limitation must be paid out as pay.

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 hours require the advanced written approval of the Supervisor or Department Head.

11.05 (a) When shifts become available due to unexpected absences, vacations or leaves of absence, they shall first be offered to casual employees, with the required skills to perform the work in question, at their regular rate of pay.

(b) **Once a shift is declared overtime (and shall remain so), permanent employees of the Employer covered by this Agreement, with the required skills to perform the work in question, shall be given first option at available overtime in order of seniority.**

(c) **Where possible based on timing, permanent employees shall have twenty-four (24) hours to decide whether to accept the available overtime shift.**

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 **ninety-six (96) 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 hours may be banked upon request to the Employer.** 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 (a) 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. **Where employees are not required to work, or where such closure takes place on an employee's regularly scheduled day off, they are not entitled to the equal time off in lieu.**

(b) The Employer will provide at the Employer's expense a meal, **to a maximum of twenty five dollars (\$25.00) per meal**, every four (4) hours the employee is required to work **outside** their normal work hours in addition to the applicable overtime.

(c) The Employer shall provide the employee with meals, **to a maximum of twenty five dollars (\$25.00) per meal**, and lodging at the Employer's expense as well as safe transportation (where necessary) to and from the lodging when the employee reasonably feels unsafe to travel home.

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, paging device, email, or text/SMS, the employee shall be paid in accordance with the following schedule and adjusted thereafter at this same rate of hourly wage increases:

(a) **\$15.00 – May 1, 2026**

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.

YEAR	RATE	INCREASE
MAY 1, 2026	\$16.00	\$1
MAY 1, 2027	\$16.48	3%
MAY 1, 2028	\$16.97	3%
MAY 1, 2029	\$17.97	\$1

iv) **Holidays as listed in Article 16 - \$18.00 per eight (8) hour shift**

Year	Rate	Increase
May 1, 2026	\$19.00	\$1
May 1, 2027	\$19.57	3%
May 1, 2028	\$20.16	3%
May 1, 2029	\$21.16	\$1

- (b) 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, **and the employee assumes the majority of the responsibilities for the position as outlined in the Job Fact Sheet**, the employee shall be paid at the appropriate rate for all hours worked. 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 **\$35,000.00** per annum effective May 1st, 2011. The unused funds that have not been spent by April 30th will be carried forward for two years.
 - (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, the employee shall be entitled to a ten (10) minute break for each four (4) hour period of overtime.

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 **Employer**.
- 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) Record time on or in the register for another employee, or
 - 3) Induce another employee to record the employee's attendance, whether falsely or not, on or in the register, or
 - 4) In any manner falsify 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 on the appropriate leave form.
- 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 **payroll** 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. **For greater clarification, unpaid breaks are not considered working hours.**

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	National Day for Truth and Reconciliation
Good Friday	Thanksgiving
Easter Monday	Remembrance Day
Victoria Day (or the day proclaimed)	Christmas Day
Labour Day	Boxing Day
Islander Day	Canada 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	National Day for Truth and Reconciliation
Good Friday	Thanksgiving
Easter Sunday	Remembrance Day
Victoria Day (or the day proclaimed)	Christmas Day
Labour Day	Boxing Day
Islander Day	Canada 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.

Part-time employees will receive prorated pay for the above-noted statutory holidays.

- 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.
- 16.06 The Parties acknowledge their joint duty to accommodate the observance of religious holidays of the employees in the bargaining unit without loss of pay or benefits.**

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.
- 17.02 Employee's vacation preferences shall be **submitted** prior to **March 1**, of each year and the approved vacation schedule shall be 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: **Approved** 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 **their** 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, 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 **five (5)** 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.
 - c) If the Employer believes that there is sick leave abuse, the Employer may require a doctor's certificate at any time as a condition of sick leave.
- 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. The employee will have their pay continue and the Union will reimburse the Employer all costs for the employee.
- 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, sibling, or fiancé(e).
 - 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, parent-in-law, sibling-in-law, child-in-law, grand-child, **indigenous elder**, or any second-degree relative who has been residing in the same household.
 - d) Where the burial or funeral occurs outside the Province, such leave may be extended **in addition** 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 service.
 - e) Bereavement leave may be split and used in multiple periods equal to the total allotted time for which an employee is eligible. This includes immediately following a death but may also be taken within 14 months from the date of death for the purpose of commemorating the deceased in accordance with religious or cultural beliefs and informal or formal ceremonies.
 - f) Should an employee require additional time for bereavement, requests will be made to their supervisor.
- 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 **they** 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 Personal Leave: **An employee shall be granted up to six (6) working days leave per annum without loss of pay, for personal circumstances. Such leave shall not be denied, provided the leave is requested in advance of the absence from work. Personal Leave may only be requested and granted for individual days at a time. Management shall provide to the employee and the union the reasoning for any denial of such leave request in writing, within (5) five working days.**
- 19.10 An employee shall be granted up to five (5) working days leave per annum without loss of salary or wages in **cases of urgent resettlement of elderly or disabled family members for whom they are responsible**, of serious illness of a parent, spouse, sibling, child, grandparents, parent-in-law, sibling-in-law, child-in-law, grandchild, common-law spouse, fiancé(e) or any second degree relative, **or for urgent and unexpected medical appointments or treatments**. A medical certificate signed by a qualified practitioner may be required after two (2) consecutive days.
- 19.11 (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, committee meetings, or conventions. The total number of days available under this clause will be **twenty (20)** days per calendar year. The Union will reimburse the Employer for all additional days. 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. The employee shall retain their benefits and continue to accumulate seniority during this period. The employee will have their pay continue and the Union will reimburse the Employer for all costs for the employee.

- 19.12 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.

- 19.13 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.
- 19.14 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.
- 19.15 Presidential Leave: The Employer shall provide to the President of the Union a reduction in work time (equivalent to one and one-half days (1 ½) a week) to carry out the day-to-day operations of the Union. For these one and one-half days (1 ½) per week, the Union President shall conduct this business outside their regular employment workspace (e.g. not at their regular desk, cubicle, department, lab, etc.) The one and one-half days (or its equivalent) shall be mutually agreed in writing by the Parties. The Employer will have the Union President's pay continue and the Union will reimburse the Employer 50% of all costs for the employee arising out of this Presidential leave.

19.16 **Maternity/Parental/Non-Birth Parent Leave**

- (a) 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.

(b) Every employee who:

- (i) has been in the employment of the University for a continuous period of twenty (20) weeks or more;
- (ii) 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
- (iii) 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:

(c) 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 thirteen (13) weeks immediately preceding the estimated date of birth.

(d) (i) 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.

(ii) 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 they are capable of performing the work.

(iii) 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.

(iv) 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.

(e) (i) 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

(ii) An employee who provides the Employer with proof that they have applied for and are 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 **their** weekly rate of pay.

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

(g) 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

(h) (i) 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 the birthing parent of a child;
 - ii) in the case of the non-birthing parent 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 sixty-one (61) weeks. If both parents are employees of the University, together their combined parental leave will not exceed sixty-nine (69) weeks.

- (ii) 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.
- (iii) 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.
- (iv) 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.

- (v) 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, unless the employee and Employer otherwise agree to commence parental leave at a later date.
- (vi) 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 up to the first thirty-five (35) weeks. For any period of parental leave that extends beyond thirty-five (35) weeks, the employee may continue to participate in benefit plans for which they are eligible, and where fringe benefit provisions allow, by paying both the Employee and Employer share of contributions and/or premiums as provided for in this Agreement.
- (i) Notwithstanding any other provision of this article, the aggregate amount of leave that may be taken by an employee under Article 34.02 and 34.07(a) in respect of the same event shall not exceed seventy-eight (78) weeks.
- (j) Non-birth parent 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.
- (k) Leave Without Pay for the Care and Nurturing of Pre-School Age Children
 - (i) 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.
 - (ii) 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.
 - (iii) 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.

19.17 Domestic Violence, Intimate Partner Violence, or Sexual Violence Leave

The Employer shall at the request of a Member, grant the Member up to two (2) weeks leave as prescribed in the *Employment Standards Act* and Regulations which the Member may choose to take intermittently or in one continuous period during a twelve-calendar month period for a domestic violence leave, intimate partner leave or sexual violence leave. A Member seeking such leave must advise the Employer of the Member's intention to take the leave, the commencement of the leave, and the anticipated duration of the leave.

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 on the employee intranet only. Hard copies of the seniority list shall be provided to CUPE Local 1870 members in good standing upon request to the Employer.

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 **their** 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 C.

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 30; or
2. accept the layoff and be placed on a recall list; or
3. exercise **their** 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 **their** 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 C, 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:

- 1st: in the same or comparable rate of pay within the employee's own classification
- 2nd: in the same or comparable rate of pay in another classification
- 3rd: a lower rate of pay, within the employee's own classification
- 4th: 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 **their** 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, **they** 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 **their** 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 and the Union 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 among the employee, the Union, and the University.
- 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 "C".

ARTICLE 23 – PROMOTIONS AND STAFF CHANGES

23.01 Job Postings:

- 1)
 - a) When a vacancy occurs or a new position is created inside **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 C. 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.
- 4) Permanent or term vacancies in the bargaining unit shall be processed as follows:
 - a) Pool 1: All University employees who are permanent or term with service of one (1) year or more
 - b) Pool 2: All University term employees with service less than one (1) year and all external applicants

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, **or in extenuating circumstances with mutual agreement between the Employer, the employee and the Union**, 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 **must** be notified at the same time as the successful candidate.
- 23.09
- 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) Any employee who has served in the same term position for five (5) years of continuous service as of May 1, 2022, will receive a permanent appointment effective three (3) months following the date of signing of this Agreement.
 - c) On May 1 of each subsequent year, any employee who has served in the same term position for five (5) years of continuous service as of May 1, will receive a permanent appointment as of May 1 of that year.
 - d) The application of this article shall result in the waiving of the posting provisions of Article 23 and the recall provisions of Article 21.
 - e) This article does not apply to “grant employees” or to employees who are backfilling a CUPE 1870 permanent position on a term basis.

ARTICLE 24 – JOB EVALUATION

24.01 Job Evaluation

The Union Executive shall have access to the Aiken Plan, **or such other plan as mutually**

agreed between the Parties, 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

24.02 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 **their** 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, **with** the Human Resources Department, **at the time**

of the review, 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.

24.03 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.

24.04 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 24.02. If the Review Panel determines that it needs additional clarification, the JFS shall be referred to **the job evaluation committee for further** investigation and report. Both employee and supervisor shall be informed of any changes **(via email, in-person or telephone)**. 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, **whose decision will be communicated within thirty (30) days.**

- 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 **their** 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 **24.05**.

24.05 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, **whose decision will be communicated within thirty (30) days.**
- 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 **their** 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.

24.06 Time Lines

- a) Employees may submit requests for review semi-annually by June 30th and December 31st 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 1st for December 31st and July 1st for June 30th.
- 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.

24.07 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.

24.08 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.

24.09 The Employer and the Union shall jointly provide a refresher training for the Job Evaluation Committee members every three (3) years.

ARTICLE 25 - INSURANCE

25.01

- (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.

25.02 (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.

25.03 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 after April 30, 2025 the following cost share will apply to all eligible future Retirees:

Retiree:	25%
Employer:	75%

25.04 Grant Employees shall only be enrolled in such Supplementary Health Care and Insurance Plans for which they are eligible.

25.05 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 26 - SAFETY AND HEALTH

- 26.01 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.
- 26.02 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.
- 26.03 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 and an alternate on the UPEI Joint Occupational Health and Safety Committee. The Union shall notify the Employer in writing of the names of each Representative.

ARTICLE 27- GENERAL CONDITIONS

- 27.01 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.
- 27.02 Plural or Feminine Terms May Apply: Whenever singular, gendered language is used in this Agreement, it shall be considered as if the plural, gender-neutral language has been used where the context of the party or parties hereto so require.
- 27.03 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.
- 27.04 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.
- 27.05 Tuition Waiver:

- a) The Spouse and Dependent(s) of:
 - i. Permanent Employees (including Sessional Employees as defined in the Collective Agreement) with a yearly FTE 0.50 or greater;
 - ii. 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.

- b) The tuition waiver for eligible part-time Permanent and Temporary (term) Employees will be pro-rated according to the yearly FTE.
- c) Grant Employees are not eligible.
- d) A **“Spouse” means a person:**
 - i. **To whom an employee is legally married; or,**
 - ii. **With whom an employee has been living with for at least twelve (12) months as a couple in a relationship.**
- e) **“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.

27.06 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 **their** views to such evaluation prior to it being placed in **their** file. Each employee shall have reasonable access to **their** file for the purposes of reviewing any evaluation notations contained therein in the presence of **their** 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 **their** 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.

27.07 Letters of Expectation

Employees may submit requests for the removal of letters of expectation from their personnel files after at least one (1) year following the date of the letter. The letter will be removed from the personnel file provided no further concerns have occurred during that period.

27.08 Clothing and Footwear

- (a) Where specialty footwear is required for employees during working hours, upon presentation of a receipt for such footwear, the University shall reimburse the employee up to a maximum of two hundred fifty dollars (\$250.00) per fiscal year. Employees may alternatively elect to use these funds for the purchase of prescription protective eyewear, upon presentation of a receipt.**
- (b) Parkas will be supplied to employees whose duties require outside work, at the University's expense, and replaced as needed but not at any less than two (2) year intervals.**
- (c) For employees required to wear scrubs, three (3) sets of scrubs shall be supplied to employees, at the University's expense, every two (2) years.**

ARTICLE 28 - DISCIPLINE AND DISCHARGE

- 28.01 An employee who is disciplined or discharged shall be furnished with a letter stating the precise charge at the time this action is taken.**
- 28.02 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.**
- 28.03 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.

- 28.04 Also, it is the right of the employee, upon written request to **Human Resources**, to inspect the employee's own personnel file. Any such request will be fulfilled within a period of one (1) month.

ARTICLE 29 - RETIREMENT AND PAY

- 29.01 **Pension** 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. Union representatives will have the right to actively participate on the Sponsor Board of the Pension Plan for Employees of the University of Prince Edward Island and the Board of Trustees of the Pension Plan for Employees of the University of Prince Edward Island or any other advisory committees whose function it is to consider changes in University policy relative to **Pension** Benefits.
- 29.02 (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 up to Date of Signing and each full year in excess of five (5) years shall entitle the employee to an additional one-fifth of the monthly rate.
- (c) Any eligible employee shall be granted a retirement allowance when the employee retires equivalent to one month's salary for each five years of consecutive full-time and/or part-time service, to a maximum of six months.
- (d) 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 30 - SEVERANCE ALLOWANCE

- 30.01 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 31- STRIKES AND LOCKOUTS

- 31.01 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 32- JOB SECURITY

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

ARTICLE 33 - RESOLUTIONS AND REPORTS OF THE BOARD

- 33.01 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.
- 33.02 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.
- 33.03 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 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.
- (b) 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 **their** 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 **their** regular rate of pay, without deduction from sick leave, unless the attending physician states that the employee is fit for further work on that shift.

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 **37.03** (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 1st, 2026** 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 30th, **2030**. 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 **their** former salary while ensuring that the salary increase is equivalent to at least 5.0%.

38.02 Experienced Employee Wage Rates

Permanent employees with fifteen (15) or more years of service with the Employer shall receive an additional 1% pay in addition to their current wage rate.

SIGNED, SEALED AND DELIVERED THIS 12 DAY OF August, 2026.

IN THE PRESENCE OF:

UNIVERSITY OF PRINCE EDWARD ISLAND





VICE-PRESIDENT
PEOPLE AND CULTURE

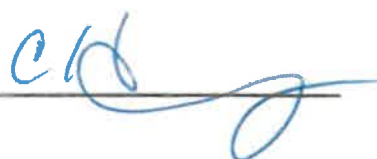


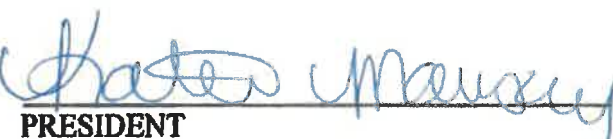


ASSOCIATE VICE-PRESIDENT
HUMAN RESOURCES

IN THE PRESENCE OF:

LOCAL UNION NO. 1870,
CANADIAN UNION OF PUBLIC EMPLOYEES





PRESIDENT





RECORDING SECRETARY

PayScale – Effective May 1, 2026, to April 30, 2027
Rate Increase \$ 1.00

Level	1,761.75 Hours/Year		1,957.50 Hours/Year			
	Hours = 33.75		Hours = 37.5		Hourly Rate	
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
1	\$35,270	\$37,790	\$39,189	\$41,988	\$20.02	\$21.45
2	\$39,322	\$42,934	\$43,691	\$47,704	\$22.32	\$24.37
3	\$45,806	\$50,051	\$50,895	\$55,613	\$26.00	\$28.41
4	\$48,254	\$52,817	\$53,616	\$58,686	\$27.39	\$29.98
5	\$55,143	\$60,463	\$61,270	\$67,181	\$31.30	\$34.32
6	\$59,618	\$65,308	\$66,242	\$72,565	\$33.84	\$37.07
7	\$62,824	\$68,796	\$69,804	\$76,440	\$35.66	\$39.05
8	\$67,739	\$74,223	\$75,266	\$82,469	\$38.45	\$42.13
9	\$74,346	\$81,516	\$82,607	\$90,574	\$42.20	\$46.27
10	\$78,909	\$86,502	\$87,676	\$96,113	\$44.79	\$49.10
11	\$87,506	\$95,980	\$97,229	\$106,645	\$49.67	\$54.48

PayScale – Effective May 1, 2027 to April 30, 2028
Rate Increase 3.00%

Level	1,761.75 Hours/Year		1,957.50 Hours/Year			
	Hours = 33.75		Hours = 37.5		Hourly Rate	
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
1	\$36,327	\$38,917	\$40,364	\$43,241	\$20.62	\$22.09
2	\$40,503	\$44,220	\$45,003	\$49,133	\$22.99	\$25.10
3	\$47,180	\$51,549	\$52,422	\$57,276	\$26.78	\$29.26
4	\$49,699	\$54,403	\$55,221	\$60,448	\$28.21	\$30.88
5	\$56,799	\$62,278	\$63,110	\$69,198	\$32.24	\$35.35
6	\$61,415	\$67,264	\$68,238	\$74,737	\$34.86	\$38.18
7	\$64,709	\$70,858	\$71,899	\$78,731	\$36.73	\$40.22
8	\$69,765	\$76,442	\$77,517	\$84,936	\$39.60	\$43.39
9	\$76,583	\$83,965	\$85,093	\$93,294	\$43.47	\$47.66
10	\$81,270	\$89,092	\$90,299	\$98,991	\$46.13	\$50.57
11	\$90,131	\$98,852	\$100,146	\$109,835	\$51.16	\$56.11

PayScale – May 1, 2028 to April 30, 2029
Rate Increase 3.00%

Level	1,761.75 Hours/year		1,957.50 Hours/Year			
	Hours = 33.75		Hours = 37.5		Hourly Rate	
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
1	\$37,420	\$40,080	\$41,577	\$44,533	\$21.24	\$22.75
2	\$41,718	\$45,541	\$46,354	\$50,601	\$23.68	\$25.85
3	\$48,589	\$53,099	\$53,988	\$58,999	\$27.58	\$30.14
4	\$51,196	\$56,041	\$56,885	\$62,268	\$29.06	\$31.81
5	\$58,508	\$64,145	\$65,009	\$71,273	\$33.21	\$36.41
6	\$63,264	\$69,290	\$70,294	\$76,988	\$35.91	\$39.33
7	\$66,647	\$72,989	\$74,052	\$81,099	\$37.83	\$41.43
8	\$71,862	\$78,733	\$79,846	\$87,481	\$40.79	\$44.69
9	\$78,874	\$86,484	\$87,637	\$96,094	\$44.77	\$49.09
10	\$83,701	\$91,770	\$93,001	\$101,966	\$47.51	\$52.09
11	\$92,827	\$101,812	\$103,141	\$113,124	\$52.69	\$57.79

PayScale – Effective May 1, 2029 to April 30, 2030
Rate Increase \$ 1.00

	1,761.75 Hours/year		1,957.50 Hours/Year			
Level	Hours = 33.75		Hours = 37.5		Hourly Rate	
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
1	\$39,181	\$41,842	\$43,535	\$46,491	\$22.24	\$23.75
2	\$43,480	\$47,303	\$48,311	\$52,559	\$24.68	\$26.85
3	\$50,351	\$54,861	\$55,945	\$60,957	\$28.58	\$31.14
4	\$52,958	\$57,803	\$58,842	\$64,226	\$30.06	\$32.81
5	\$60,269	\$65,907	\$66,966	\$73,230	\$34.21	\$37.41
6	\$65,026	\$71,051	\$72,251	\$78,946	\$36.91	\$40.33
7	\$68,409	\$74,751	\$76,010	\$83,057	\$38.83	\$42.43
8	\$73,624	\$80,494	\$81,804	\$89,438	\$41.79	\$45.69
9	\$80,635	\$88,246	\$89,595	\$98,051	\$45.77	\$50.09
10	\$ 85,462	\$ 93,531	\$ 94,958	\$103,924	\$ 48.51	\$ 53.09
11	\$ 94,588	\$103,573	\$105,098	\$115,081	\$ 53.69	\$ 58.79

APPENDIX B – 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 (2)
 Administrative Assistant to the Vice President
Administrative Assistant to the Dean
Executive Assistant to the Associate
Vice President

Finance
 Vice President Administration & Finance
 Human Resources
 Vice President Academic
 Board of Governors
 President's Office
People & Culture
Faculty of Medicine
Human Resources

APPENDIX C – REPLACEMENT AND TEMPORARY (TERM) EMPLOYEES

The parties agree that the provisions of the current Collective Agreement, and which includes this Appendix “C”, 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 “C”.

ARTICLE 9 Applies as written.

ARTICLE 10 Applies as written.

ARTICLE 11 Applies as written except that Article 11.06 **and 11.07 do** 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 shall be granted sick leave benefits at the rate of 0.25 working days per month for the first year of continuous service, 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 To apply to replacement and temporary employees after one year of continuous service.

19.11 Applies as written.

19.12 Applies as written.

19.13 Does not apply.

19.14 Does not apply.

19.15 Does not apply.

19.16 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 19.17 shall apply.

19.17 Applies as written.

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 “C” 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 "C" 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 "C" Article 21.06.
- 21.10 Applies as written.
- 21.11 Does not apply.
- 21.12 Applies as written in Appendix "C" 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 "C" 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 A temporary/term employee hired on a term basis into any classification covered by this Agreement will be on probation for a period of three (3) months if the term is for a duration of less than one (1) year and for a period of six (6) months if the term is for a duration of more than one (1) year.

Article 22 otherwise applies as written.

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.

ARTICLE 24

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

ARTICLE 25 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 25 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.

Notwithstanding the above, effective May 1, 2023, any new grant funded employee 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 25 shall apply.

In the case of a grant that is in place prior to May 1, 2023, notwithstanding the above, any grant funded 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 Article 25 shall apply; effective the earlier of:

- (i) when the grant is up for renewal, or
- (ii) May 1, 2025

ARTICLE 26 Applies as written.

ARTICLE 27

27.05 Replacement and temporary employees shall be eligible to participate in the University programs listed in clause 27.04, except that (a) tuition fees waiver would not apply until after the completion of one year of continuous service.

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 Applies as written.

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 36:02 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.

Notwithstanding the foregoing, effective May 1, 2023, any new grant funded position will be subject to the wage schedule.

In the case of a grant that is in place prior to May 1, 2023, any such grant funded employee shall be subject to the wage schedule effective the earlier of:

- i. when the grant is up for renewal, or
- ii. May 1, 2025

APPENDIX C Applies as written but subject to the conditions in Appendix “A” wording above.

APPENDIX D – 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 Rink. 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 Porter

MEMORANDUM OF UNDERSTANDING – INSURANCE

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.

- h) 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 amounts 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.
- j) 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 31st, the end of the plan year.
- k) 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.
- l) Future benefit credits will be determined through the collective bargaining process.
- m) 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.
- n) 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 30, 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 28, 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 12th day of October, 2001

On Behalf of the
University Prince Edward Island

Marie Henry
Provy Lally

On Behalf of the Canadian Union of
Public Employees Local 1870

Paul McClure
Barry Connell

On Behalf of the Canadian Union
of Public Employees Local 501

John Williams
Rich Soto

On Behalf of the International
Brotherhood of Electrical Workers Local
1412

David Gault
Thomas Smith

MEMORANDUM OF UNDERSTANDING – BENEFIT CREDITS & HSA

Memorandum of Understanding

Between

The University of Prince Edward Island

And

The Canadian Union of Public Employees – Local 1870

(Hereinafter called the “Parties”)

Re: Benefit Credits & HSA

The Parties agree that the benefit credits relating to Life Insurance and Accidental Death & Dismemberment Insurance, as outlined in the “Memorandum of Understanding – Insurance”, shall be ended, and the dollar value of the benefit credits will be applied to the Health Spending Account for all employees in the amount of three hundred seventy five dollars (\$375.00) per year, effective May 1, 2026. This increases the total value of the Health Spending Account to six hundred twenty five dollars (\$625.00) as noted in “Appendix A – Salary Schedule”.

LETTER OF UNDERSTANDING – INTELLECTUAL PROPERTY

LETTER OF UNDERSTANDING

April 13, 2006

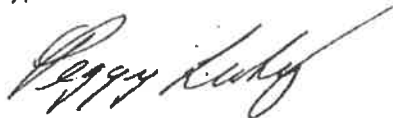
Leo Cheverie, President
CUPE local 1870

RE: INTELLECTUAL PROPERTY

Dear Mr. Cheverie,

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,

A handwritten signature in black ink, appearing to read 'Peggy Leahey', with a stylized flourish at the end.

Peggy Leahey, CHRP
Director, Human Resources

c.c. Gary Bradshaw, VP Finance & Facilities

LETTER OF UNDERSTANDING – OUT OF SCALE MARKET**ADJUSTMENTS**

**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 manner 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 appointee to the positions will receive that specified rate of pay.

**LETTER OF UNDERSTANDING – JOB EVALUATION WEIGHING AND
TRAINING**

December 18th, 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 Union's agreement that this information remain confidential and that it not be disclosed to the general membership nor the union executive.

Sincerely,

A handwritten signature in black ink, appearing to read 'Peggy Leahey', with a stylized flourish at the end.

Peggy Leahey, CHRP
Director, Human Resources

c.c. Gary Bradshaw, VP Finance & Facilities

MEMORANDUM OF AGREEMENT – PENSION ENHANCEMENTS

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 Plans;

AND

Whereas the Parties participated as a joint group and reached an agreement on changes to 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 Instructors, casual).
4. The University has confirmed that UPEI Pension Plan Section 302 has been deleted in its entirety and Sections 3.3 and 3.4 have been rescinded, eliminating references to 30th 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 contribution 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 Employee'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
10. The Parties agree that, commencing July 5, 2010, 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 the Plan Members on both CPP earnings and non-CPP earnings will be reduced by the amount referenced 8(c) above.
11. The University will execute the necessary UPEI Pension Plan amendments to follow up.

Signed in Charlottetown, Prince Edward Island:

Date: 14 October 2010 for CUPE, Local 1870 Leo Charvin

Witness

[Signature]

Date: Oct 14/10

for CUPE, Local 501

[Signature]

Witness

[Signature]

Date: _____

for IBEW, Local 1432

[Signature]

Witness

[Signature]

Date: 14 October 2010

for UPEIPA, Unit #2

[Signature]

Witness

[Signature]

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

[Signature]
[Signature]
[Signature]
Bernadette Flood

MEMORANDUM OF AGREEMENT – EXCLUDED EMPLOYEES**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.

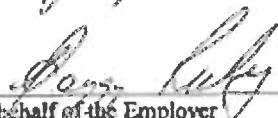
Receptionist	-	Human Resources
Payroll Clerk	-	Human Resources
Payroll Clerk	-	Human Resources
Staffing Assistant	-	Human Resources
Benefits Assistants	-	Human Resources
Senate Assistant	-	Human Resources
Residence Life Coordinator	-	Human Resources

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 the 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 – JOINTLY SPONSORED PENSION PLAN

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 1870, 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.

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 of 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 2010 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.

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 as 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:

- improve Plan benefits and/or
 - 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.

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.

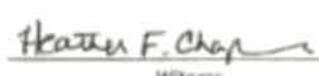
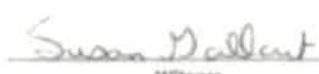
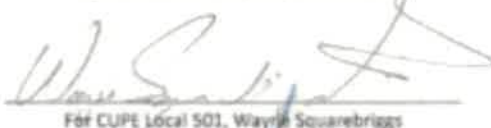
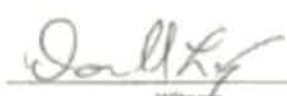
Covenants

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.

UPEI Pension Memorandum of Agreement – October 17, 2016

Dated and executed on October 17th 2016:

 Witness	 For UPEI, Brian Johnston
 Witness	 For UPEI, Bruce Macdonald
 Witness	 For UPEIFA, Nola Etkin
 Witness	 For CUPE Local 1870, Tracy Carmichael
 Witness	 For CUPE Local 501, Wayne Squarebriggs
 Witness	 For IBEW 1828, Don Large



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 UPEIFA (Units # 1 & # 2), CUPE Local 1870, CUPE Local 501 (UPEI 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 Sponsors 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.



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, promotion, 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 65	50% at Rule of 85 (min age 55), or age 60 if earlier, 60% of remaining at age 65, 25% at each age between ages 66 and 70, with everyone remaining retiring at age 71

Exhibit B

MEMORANDUM OF UNDERSTANDING - EAP INSTRUCTORS - PRINCIPLES

Memorandum of Understanding

Between

The University of Prince Edward Island

And

The Canadian Union of Public Employees – Local 1870

(Hereinafter called the “Parties”)

Whereas the Parties agreed to the principles set out below for the transition of EAP Instructors into the C1870 Bargaining Unit

EAP Instructors – Principles for Proposed MOU is a stand-alone proposal. Provisions for EAP instructors do not form part of the Term Package proposal.

1. General - EAP Proposal for transition into CUPE 1870 bargaining unit.
 - a. Six EAP instructor positions will be converted to permanent positions, effective Date of Signing. The effected instructors currently filling those positions are: Julie Puiras, Johanna Schneider, Judith Arnold, Jennifer Tasker, Andrea Baird, Pamela Betteridge.
2. Positions will be offered in order of seniority of EAP instructors based on the instructors' date of hire as an EAP instructor
3. Article 10 Hours of Work – based on EAP enrollment data we are not expecting the six EAP instructors to be working more than they are currently. As such, we propose the following:
 - a. 2 full-time, permanent positions of 10 months per year, working 33.75 -hours/week from September to June annually.
 - b. 2 full-time, permanent positions of 8 months per year, working 33.75 hours/week from September to April.
 - c. 2 part-time, permanent positions of 10 months per year, working 28 hours/week (0.75 FTE) from July to April.
 - d. Additional EAP hours outside the sessional contract periods will be offered as additional casual hours on seniority basis. Increased hours for part-time employees in the annual contract period would be administered in accordance with Article 11.06.

This casual work would not be pensionable.

4. Article 17 Vacation - Vacation accrual rate for EAP instructors will be calculated in accordance with Article 17.01 based on the instructors' hire date and years of service. The vacation accrual rate will be in effect as of date of certification (31 January 2022).
 - a. EAP Instructors will receive vacation payout of the difference between their eligible vacation accrual rate and the 4% vacation pay they received from 31 January 2022 and 31 December 2022.

- b. Vacation accrual from 1 January 2023 going forward will be added to the employee's leave bank and will be subject to all requirements under Article 17, Vacation.
- 5. Article 20 Seniority
 - a. Seniority is calculated from date of hire as EAP instructors. As such, all EAP instructor service will be considered active service for purposes of calculating two years' service for step movement under Article 39 This proposal is conditional on the Union's withdrawal of the two grievances, personal and policy, under #2022-07-22-02.
- 6. Article 24 Benefits
 - a. Full-time and Part-time EAP instructors will be eligible for benefits under Article 25, including Pension, pro-rated to time (daily hours of work) and term (8- or 10-month term duration).
 - b. During the annual break in service, EAP Instructors are eligible to maintain benefits at their own expense as per Article 25.02 b).
- 7. Wages

On date of signing, the EAP instructor rate of pay will be adjusted to MTS level 8, step 2 (conditional on the withdrawal of grievances #2022-07-22-02)

Dated and executed on May 12, 2023

On Behalf of the
University of Prince Edward Island

Javier Padger
[Signature]
Witness

On Behalf of the Canadian Union of
Public Employees Local 1870

Ashley Clark
[Signature]
Witness

MEMORANDUM OF UNDERSTANDING – ON-CALL AND REST PERIODS

Memorandum of Understanding

Between

The University of Prince Edward Island

And

The Canadian Union of Public Employees – Local 1870

(Hereinafter called the “Parties”)

Re: Article 11.08 – On-Call & Rest Periods

The Parties recognize the importance of sufficient rest periods between shifts, and the potential impact of being on-call during those rest periods. As a result, the Parties agree that where an employee is called in to work in accordance with Article 11.08, such employees shall have the right to request changes to the hours of their next scheduled shift, and such requests shall not be unreasonably denied.

MEMORANDUM OF UNDERSTANDING – FAIR TREATMENT POLICY

Memorandum of Understanding

Between

The University of Prince Edward Island

And

The Canadian Union of Public Employees – Local 1870

(Hereinafter called the “Parties”)

Re: Fair Treatment Policy

The Parties agree that if the Fair Treatment Policy is replaced during the life of the Collective Agreement, the new policy title will be deemed to replace reference to the Fair Treatment Policy in Article 3.02.

MEMORANDUM OF UNDERSTANDING – VACANT POSITIONS

Memorandum of Understanding

Between

The University of Prince Edward Island

And

The Canadian Union of Public Employees – Local 1870

(Hereinafter called the “Parties”)

Re: Vacant Positions

The Union and Employer agree to keep “Vacant Positions” as a standing item for Labour Management Cooperation Committee meetings, in order for the Union to discuss the Employer’s intentions with respect to unfilled positions in the bargaining unit.