

COLLECTIVE AGREEMENT

BETWEEN

UNIVERSITY OF PRINCE EDWARD ISLAND

AND

LOCAL 1928, INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

May 1, 2022 - APRIL 30, 2026

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This AGREEMENT made this 20 day of June, 2023

BETWEEN:

THE UNIVERSITY OF PRINCE EDWARD ISLAND
hereinafter called the "Employer",

OF THE FIRST PART

- and -

**LOCAL 1928, INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, A.F.L. - C.I.O. - C.L.C.**
hereinafter called the "Union".

OF THE SECOND PART

ARTICLE 1 - PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

- a) To promote and maintain harmonious relations between the Employer and its employees.
- b) To secure prompt and equitable disposition of grievances arising out of the administration of this Agreement.
- c) To encourage efficiency in operation.
- d) To promote the morale, well-being and security of all employees in the Bargaining Unit.

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 - DEFINITIONS

In this Agreement:

- a) "Board" means the University of Prince Edward Island Board of Governors.
- b) "Classification" means a category of positions with common characteristics grouped together for pay purposes, as specified in Article 4 - Recognition.
- c) "Continuous service" means service that is uninterrupted by end of term, resignation, lay off, discharge.
- d) "Day" means a calendar day, unless specified otherwise.
- e) "Department Head" means the Director, Facilities Management, Maintenance Division, or designate, who has overall responsibility for the supervision and management of the unit.
- f) "Employees" shall mean those included in the certification order covering the U.P.E.I. maintenance staff.
- g) "Employer" means the University of Prince Edward Island.
- h) "Layoff" means termination of employment due to a reduction of the workforce, including discontinuation of services, downsizing, redundancy, reorganization, lack of work, change in technology or other economic reason.
- i) "Permanent employee" shall mean a person occupying a full-time or part-time position who has been appointed on a permanent basis, having successfully completed the probationary period.
- j) "Probationary employee" shall mean an employee in a position who has not completed the six-month probation period applicable to new permanent appointees to positions.
- k) "Service" means service as an employee at the University of Prince Edward Island.
- l) "Shift" means a pre-determined period of time that would ordinarily constitute an employee's work day.
- m) "Supervisor" means the person to whom the employee reports on a day to day basis.
- n) "Temporary, term or replacement employee" means an employee who is appointed for a fixed period.
- o) "University" means the University of Prince Edward Island.

- p) "Work day, or Day of work" means a day on which the employee is normally scheduled to work.
- q) "Business day" means a day in the normal work week of five (5) days with two (2) consecutive days off. Unless specified otherwise, it does not include Saturdays or Sundays and paid holidays on which the University is generally closed, but on which Security personnel may be working.

ARTICLE 3 - RESERVATION OF MANAGEMENT RIGHTS

- 3.1 The Union acknowledges that the following rights are vested in the Employer:
 - a) Manage, conduct and operate the University of Prince Edward Island.
 - b) Maintain order, discipline and efficiency.
 - c) Establish and enforce rules and regulations not inconsistent with the provisions of this Agreement governing the conduct of the employees.
 - d) Hire, classify, direct, transfer, lay-off, promote, demote, and for just and sufficient cause discipline and discharge employees, subject to the right of the employees to lodge a grievance as provided under Article 14.
- 3.2 The Employer agrees that such management rights will be exercised in a manner consistent with the terms of this Agreement.

ARTICLE 4 - RECOGNITION

- 4.1 The Employer recognizes Local 1928, International Brotherhood of Electrical Workers as the sole collective bargaining agent for all employees of the Department of Facilities Management, utility workers, maintenance repairman I, maintenance repairman II, electricians and service workers but excepting foreman and supervisors, those above the rank of foreman and supervisors and office employees.
- 4.2 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this contract.

ARTICLE 5 - NO DISCRIMINATION

- 5.1 The Employer and the Union agree that there will be no discrimination, interference, restraint, coercion or intimidation exercised or practised upon any person by them because of race, sex, creed, colour, national origin, political persuasion, religious commitment or the absence of religious commitment, or membership or non-membership in the Union.

5.2 Duties of the Parties

- (a) UPEI acknowledges its duty to accommodate Employees with disabilities in the manner and to the extent required by the Prince Edward Island *Human Rights Act*. UPEI further agrees to continue its practice of accommodating work spaces to the needs of employees with disabilities.
- (b) The Union acknowledges its duty to co-operate and assist UPEI in developing accommodation options for an Employee.
- (c) The disabled Employee has a duty to cooperate and assist UPEI in developing an accommodation.

Accommodation Process

- (d) Short of undue hardship in exploring accommodation options, the parties shall first determine whether reasonable modifications of duties, methods or the work environment will enable the disabled Employee to perform the essential functions of his or her current position.
- (e) Where no reasonable modifications are available, the disabled Employee may request or be transferred to a position within the same department for which he/she is qualified, where the duties are within his/her capabilities.
- (f) Where a suitable transfer is not available within the same department, the Employee may request or be transferred to a position in another department for which the Union and UPEI deems him/her qualified, where the duties are within his/her capabilities.
- (g) If an Employee who has been injured at work is accommodated by assignment to a position which has a lower classification and pay level, the Employee shall continue to be classified and paid at the classification and pay level for the position that the Employee held immediately prior to the injury for a period of twelve (12) months following the assignment to the accommodated position.

ARTICLE 6 - HARASSMENT

- 6.1 The University and the Union agree that employees must be free to work in an environment which is free of harassment in any form whether directed to employees by supervisory or managerial staff, other employees, or any other persons.
- 6.2 Reasonable attempts should be made to resolve complaints of harassment before any formal complaint is made. The principles of fairness and confidentiality shall apply throughout the entire complaint procedure.

- 6.3 The University of Prince Edward Island Fair Treatment Policy shall apply in cases of alleged harassment and the University Administration, through the Fair Treatment Advocate, will address all cases of alleged harassment.
- 6.4 References to University policies on Fair Treatment and AIDS shall not prevent any employee from having access to grievance procedure outlined in this Collective Agreement if the employee wishes to proceed through the grievance procedure.

ARTICLE 7 - UNION SECURITY

- 7.1 While it is not a condition of employment that all eligible employees become and remain members of the Union, the Employer does agree to deduct monthly from the pay of each employee within the Bargaining Unit (Article 4) such monthly dues and/or assessments as are levied by the Union in accordance with its constitution and by-laws. It shall be a condition of remaining in the employ of the Employer that each such employee authorize the Employer to make such deductions.
- 7.2 The amount of such dues and/or assessments shall be certified to the Employer by the secretary of the Union. In the event of a change in these amounts not less than thirty days notice shall be given to the Employer.
- 7.3 All monies deducted by the Employer for Union dues and/or assessments together with a list of names and amounts will be forwarded to the Financial Secretary of the Union not later than the fifteenth of the following month.

ARTICLE 8 - STRIKES AND LOCKOUTS

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

ARTICLE 9 - NON-BARGAINING UNIT EMPLOYMENT

- 9.1 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.

- 9.2 The parties agree that the foregoing (Article 9.1) 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.
- 9.3 The parties agree that the provisions of Article 9.1 shall, notwithstanding any other provisions of this Agreement, extend to that time the Conciliation Officer makes his/her report to the Minister at which time the provisions of Article 9.1 shall terminate.
- 9.4 It is the right of the Employer to contract work which in the opinion of the Employer cannot be adequately performed by the employees but it is understood this will not result in the layoff of permanent employees.

ARTICLE 10 - SENIORITY

- 10.1 Seniority will be shown in two categories:

Employment Seniority: Length of employment as a permanent employee with the University.

Classification Seniority: Length of continuous employment as a permanent employee within one of the classifications listed in Appendix "A" of this Collective Agreement.

"Continuous employment" as used in this Article 10 Seniority, paragraph 1, means uninterrupted service with the University, on an actual and active basis, as a paid employee of the University within this Bargaining Unit, provided, however, that the following shall not be considered as interruptions of classification seniority:

- a) periods during which an employee is receiving Workers' Compensation Benefits for illness or injury suffered through University employment;
- b) duly authorized leaves of absence, including vacations, statutory holidays, etc.;
- c) duly authorized absence owing to illness or injury; provided, however, that the illness or injury occurred during an employment period with the University;
- d) lay-offs which result from a reduction in the number of positions;
- e) time spent in probationary, or trial, periods in other employee groups within the employ of the University; to a maximum of six months in a one year period in any other employee group;
- f) time spent replacing other University employees who are on duly authorized absences; and

- g) periods, up to one year, during which an employee is receiving Workers' Compensation benefits for an illness or injury suffered through previous employment.
- 10.2 The length of employment with the University, regardless of classification, will be recognized in the following matters:
- a) Vacations
 - b) Leave of absence
 - c) Lay-offs and Recalls
 - d) Any matters not specifically applicable to classification seniority.
- 10.3 The length of employment within a classification will be recognized in the following matters:
- a) Promotions
 - b) Training
 - c) Transfers
 - d) Demotions
- 10.4 Seniority List: The Employer shall maintain a seniority list, showing the date on which each employee's employment commenced and shall post such list annually.
- 10.5 The Seniority of an employee shall terminate if:
- a) The employee is discharged for just cause and is not reinstated;
 - b) The employee resigns;
 - c) The employee is absent from work in excess of three working days without notifying the Employer unless such notice was not reasonably possible;
 - d) After a lay-off the employee fails to return to work within five (5) working days after recall; provided, however, that employees may waive their rights to recall, without loss of seniority, when called to return for positions or vacancies of less than sixty (60) days duration.
 - e) The employee is on leave of absence for a period in excess of one year.
 - f) The employee is laid off and not recalled within fifteen (15) months from the date of the last layoff.

ARTICLE 11 - JOB POSTINGS

- 11.1 When a vacancy occurs, or a new position is created inside the Bargaining Unit, the Employer shall post notice of the position on the University website for a period of at least one (1) week. 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.
- 11.2 Such notice shall contain the following information: nature of the position, qualifications, required knowledge and education skills, shift, hours of work, wage or salary rate or range.
- 11.3 Temporary vacancies due to illness, Workers' Compensation or approved leave of absence in the Service Worker classification which are not expected to exceed six (6) months may be filled at the University's discretion. Temporary vacancies in the Service Worker classification which exceed six (6) months shall be posted in accordance with Article 11.1. Such temporary employees shall receive salary in accordance with Appendix "A" Service Worker classification, Article 18.8 (a) and (b) - Overtime, and the benefits of the Employment Standards Act.
- 11.4 Employees, who are laid off, or who have been given notice of layoff due to redundancy or downsizing, will be recalled, or given preference in transfer, re-assignment, or appointment to a vacant position within the bargaining unit for a period of fifteen (15) months after notice of redundancy or layoff has been given, in accordance with the following:
- a) The vacant position shall be posted in the regular manner.
 - b) If, among the applicants, there are those who within the previous year have held a position declared redundant, such applicants shall be considered first, and the position offered to the most senior applicant judged to be qualified.
 - c) Should the most senior applicant judged to be qualified refuse the offer, then the offer will be made to the next most senior applicant judged to be qualified, and so on until the list of those applicants judged qualified from those who have had their position declared redundant within the previous eighteen (18) months has been exhausted. If no qualified employees are applicants for the position, and if an employee who had his or her position declared redundant within the previous year, is thought able, by the Human Resources Department in consultation within the Department or unit involved, to acquire the qualifications within a reasonable period of time (at most six (6) months), that employee will be given a trial period in the position before external applications are sought.
- 11.5 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, hiring, lay-offs, transfers, recalls and terminations of employment.

Where an employee is an unsuccessful applicant for a job vacancy or a new position within the Bargaining Unit, that employee shall be notified at the same time as the successful candidate.

ARTICLE 12 - LAYOFF AND RECALL

Layoff

- 12.1 The University will notify the Unit Chair of the bargaining unit of any planned layoff.
- 12.2 The University shall notify the employees who are to be laid off a minimum of thirty (30) days prior to the effective date of layoff, or greater period of notice as required by legislation, in which case such greater notice period or pay in lieu thereof, shall be given.
- 12.3 In the event of layoff, employees shall be laid off in reverse order of length of employment with the University providing that there remain, as required by the employer, employees who then have the qualifications and the ability to perform the work.
- 12.4 The University shall consult with the union in circumstances where qualifications and ability to do the work are the determining factor in case of layoff or recall.
- 12.5 An employee who is subject to layoff shall have the choice to either:
 - a) accept a permanent severance. If accepted, the thirty (30) day notice period in Article 12.2 shall be deemed to be included in the notice period for the purpose of applying Article 13.
 - b) accept the layoff
 - c) exercise his or her seniority rights in accordance with Article 17.2.
- 12.6 The employer shall provide the employee, in writing, with the options, at the time of notice. The employee shall respond in writing within ten (10) business days of receipt of the notice.
- 12.7 Exercising Seniority Rights
 - a) An employee exercising his or her seniority rights in accordance with Article 17.2 may displace an employee who has less employment seniority with the University and who is the least senior regardless of classification in the bargaining unit, if the employee subject to layoff has the qualifications and ability to perform the work.
 - b) The employee shall then be appointed to the position at the applicable salary and that appointment shall become the employee's new

applicable classification, level and full-timed or part-time status.

- c) The employee so displaced shall then be given notice of lay off and shall proceed in accordance with 12.5, and so forth, until such time as there is no further displacement.

- 12.8 An employee who is laid off shall retain his or her seniority rights accumulated up to the date of layoff, for a maximum of fifteen (15) months from the date of the last layoff, as defined in Article 10.5.
- 12.9 All employee benefits shall cease from the date of layoff, in accordance with the terms of the benefit policies.

Recall

- 12.10 An Employee who is on layoff shall be given preferential consideration for re-hiring prior to posting a position in the same classification or lower classification in the bargaining unit. For all other vacancies in the bargaining unit, the provisions of Article 11.4 shall apply.
- 12.11 Employees shall be recalled in accordance with Article 17.2.
- 12.12 The University shall notify the employee being recalled, in writing, by registered mail (or equivalent) 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.
- 12.13 It shall be the employee's responsibility to keep the employer informed of the employee's current qualifications and current address.
- 12.14 The employee shall notify the Director of Human Resources of acceptance within five (5) business days after receiving the recall notice. Notification shall be deemed to have been received on the fifth (5th) business day following mailing.
- 12.15 In accordance with Article 10.5, the employee may waive his or her right to recall, without loss of seniority, when called to return to positions or vacancies of less than ninety (90) days duration.
- 12.16 Where an employee fails to notify the University or to return to work in accordance with the recall notice, he or she shall lose all seniority and shall be deemed to have quit the employ of the University.
- 12.17 Once the employee has accepted a recall, the employee shall be appointed to that position at the appropriate salary and that appointment shall become the employee's new applicable classification, level and time status.
- 12.18 Employees on layoff may apply for any job vacancies arising out of a job posting, in accordance with Article 11.4.

ARTICLE 13 - SEVERANCE NOTICE AND PAY

- 13.1 Employees will be given four (4) months' notice, or an equivalent amount of notice and pay, if the employee's position is terminated and the employee laid off as a result of the dissolution or discontinuance of a department, faculty, school or academic program or the employee's position is declared redundant.
- 13.2 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 twenty-six (26) weeks' pay.

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.1 The Grievance Committee of the Union shall be comprised of the Chief Steward and two other employees who are members of the Union.
- 14.2 Alleged complaints and grievances shall be dealt with in the following manner:

Step 1 The employee concerned together with his steward or a member of the Grievance Committee shall, within fifteen working days of the occurrence of the incident or cause giving rise to the grievance or complaint, personally present verbally, and in writing, his grievance or complaint to his immediate foreman **or** his/her designate. The foreman shall render a decision in writing to the Union within three working days following submission of the grievance to him. Original grievance forms with response shall be returned to the union steward at each step of the grievance.

Step 2 If the decision under Step 1 is unacceptable to the Union, within three working days following receipt of such decision the Steward together with the grievor shall personally present verbally, and in writing, the grievance or complaint to the Director of Facilities Management, Maintenance Division. The Director will render a decision in writing to the Union within three working days following receipt of the grievance.

Step 3 If the decision under Step 2 is unacceptable to the Union, within three working days following receipt of such decision the Steward or member of the Grievance Committee together with the grievor shall present verbally, and in writing, the grievance or complaint to the University's Vice-President of Administration and Finance or designate.

The Vice-President of Administration and Finance or designate shall render a decision in writing to the Union within five working days following receipt of the grievance. Grievance and/or complaint not resolved at Step 3 may be referred to arbitration as provided for in Article 15.

- 14.3 In cases of any unacceptable decision, the Union must state why the decision

is unacceptable.

- 14.4 Any and all time limits fixed by this article may, at any time, be extended by written mutual consent of both parties.
- 14.5 Any difference which arises directly between the Employer and the Union concerning the application, interpretation, or alleged violation of the provisions of this Agreement, instead of following the procedure herein before set out, may be submitted in writing by either party to the other with opportunity to be provided within seven (7) working days for oral discussion between the Employer and the Union. The Union Representative (International) may attend this meeting. Failing settlement the matter may proceed to arbitration.
- 14.6 In submitting a grievance, the employee and/or union shall indicate, in writing, at which step the grievance is being submitted, by quoting the appropriate clause of this Article.

ARTICLE 15 - ARBITRATION

- 15.1 Any grievance which has not been settled between the Employer and the Union under Article 14 may be referred to arbitration in accordance with following procedure.
 - a) Either of the parties to this Agreement shall notify the other party in writing of its intention to submit the grievance to arbitration within twenty (20) working days of having received the reply referred to in Step 3, also in 5 of Article 14.
 - b) In any case in which an arbitrator shall be required under this Agreement, the parties will attempt to mutually agree to an Arbitrator within five (5) working days. Should the Employer and Union fail to agree on an Arbitrator, either party or the parties jointly shall make application to the Minister responsible for the *Labour Act* of the Province of Prince Edward Island to appoint an Arbitrator. The Arbitrator's decision shall be rendered in writing within thirty (30) days after the presentation of the case by each party. Each party to this Agreement shall pay one-half of the fees and expenses of the Arbitrator.
 - c) The Arbitrator shall have the power to make any award necessary to compensate any financial loss to the aggrieved party.
 - d) The finding of the Arbitrator as to the facts and as to the interpretation or application of the provisions of this Agreement shall be binding and final, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of this Agreement.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

- 16.1 An employee, upon the request of the employee, shall have the right to have his or her Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.
- 16.2 An employee may be subject to disciplinary action for improper or undesirable attitudes or actions concerning any matter relating to attendance, work performance, safety and health precautions and personal behaviour during work hours.
- 16.3 An employee who is disciplined by the Employer shall be given written notice containing any warning issued to him for breach of discipline within five (5) working days of such disciplinary action having been taken by the Employer.
- 16.4 Any employee recording starting or quitting time for another employee shall be subject to:
- a) First offence - appropriate discipline as decided by management.
 - b) Second offence - immediate dismissal.
- 16.5 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 may attach a note of explanation or clarification, to the letter. Upon the employee's request, any such letters will be removed from his or her file, after two (2) years have elapsed since the letter(s) were placed in the file, providing no further discipline has occurred during that period.
- Also, it is the right of the employee, upon request, to inspect his or her own personnel file. Such request shall be made in writing and shall be granted within five (5) business days of making such request.
- 16.6 An employee who is discharged by the Employer shall be given a letter stating the precise reason(s) at the time this action is taken.
- 16.7 Any claim of wrongful discharge shall be submitted to the grievance procedures within five (5) working days from the date of such discharge. Step #1 of the grievance procedures will be omitted in such cases.

ARTICLE 17 - PROBATION AND TRIAL PERIODS

- 17.1 No employee will remain on probation for more than six (6) months except by mutual agreement between the Employer and the Union.
- 17.2 In lay-offs, recalls, promotion and demotion, qualifications and/or ability to perform the work shall be the 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.

- 17.3 Probationary Employees: A probationary employee, hired in any classification covered by this Agreement, shall be on probation for a period of six (6) months following the date of employment in the classification. A probationary 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.
- 17.4 The University reserves the sole right to make the decision regarding the retention or release of an employee at any time during the probationary period but agrees to notify the employee no later than (10) ten 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 three (3) months by written agreement between the parties.
- 17.5 If a permanent employee transfers to another classification within the scope of this agreement, there shall be a trial period of three (3) months. If, within the three (3) month period, the employee proves unsuccessful, the employee will revert to the former classification without loss of seniority.
- 17.6 The Employer will consider the possibility of waiving all or part of the probationary period for those who have been employed as full-time temporaries for at least twelve (12) consecutive months and then receive a permanent appointment in the same line of work.
- 17.7 Transfer and Seniority Outside of the Bargaining Unit
No employees shall be transferred to a position outside the Bargaining Unit without the employee's consent or application. If an employee is transferred to a position outside the Bargaining Unit, the employee shall retain all seniority accumulated up to the date of leaving the Unit, and during the six (6) month trial period, in the new position, after which no further accumulation of classification seniority shall occur. An employee shall have the right to return to a position in the Bargaining Unit during the employee's six (6) month 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.
- 17.8 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.
- 17.9 A probationary employee who is the successful applicant for a subsequent promotion, lateral appointment or demotion, shall serve a new and separate probationary period for the new appointment.

ARTICLE 18 - HOURS OF WORK AND OVERTIME

A. Hours of Work

- 18.1 (a) (i) The normal work week will be from midnight Sunday to the following Sunday at midnight and, except where varied by the Employer to allow for summer hours or to meet emergencies or unusual situations, it will normally consist of five (5), seven and a half (7.5) hour days exclusive of lunch breaks.
- (ii) For a permanent employee in the employ of the Employer on January 1, 2012, the day shift shall begin between the hours of 6:00 a.m. and 8:00 a.m. for Service Workers and will be from 8:00 a.m. to 4:00 p.m. for all other classifications. The night shift for Service Workers commences at 3:00 p.m. The shift hours may be changed with mutual agreement between the employee and the Employer and with prior consultation with the Union.
- (b) Notwithstanding Article 18.1 (a) (i), employees in the employ of the Employer on September 1, 2011 who work Monday to Friday shall continue to work Monday to Friday, unless mutually agreed otherwise between the employee and the Employer and with prior consultation with the Union.
- (c) The Employer shall endeavour to provide each permanent employee with two (2) consecutive days of rest.
- 18.2 A permanent employee in the employ of the Employer on January 1, 2012 whose regular and recurring assignment is the day shift shall not be transferred to the night shift nor any other shift, without his/her consent. However, the foregoing does not apply to an employee who is temporarily transferred from the night shift to the day shift for the period mid-May to mid-September. For greater clarity, such employee returns to the night shift by mid-September.
- 18.3 (a) Employees will be allowed two (2) ten (10) minute rest periods and a thirty (30) minute lunch period **during the following shifts:**
- 8:00 a.m. to 4:00 p.m. shift**
- 6:00 a.m. to 2:00 p.m. shift**
- 1:00 p.m. to 9:00 p.m. shift**
- 3:00 p.m. to 11:00 p.m. shift**

Unless the employee, the Union and the Employer agree to a different start and finish time.

- (b) For any shift rest periods shall be as close to the mid-point of each half shift as possible and the lunch period shall be mid-shift, or as otherwise agreed between the employee and the Employer.
- 18.4 An employee who normally works a day shift who is absent from work without prior authorization shall notify his or her immediate supervisor within one hour prior to his absence, the reason why he or she will be absent. Any others will notify his or her immediate supervisor at least two hours prior to commencement of his or her shift, the reason why he or she will be absent. If an employee is unable to contact his or her immediate supervisor then the employee shall notify the Security Services Reception Desk.
- 18.5 When instructed by Management to perform the duties of a higher rated position the employee shall receive the wages of that higher rated position while performing such duties. The increased salary shall be retroactive to the first day he assumed the higher responsibilities and continue as long as he or she continues to perform the duties of the higher paid position.
- 18.6 All employees covered by this Agreement shall record their starting and quitting time (including lunch hour breaks) in such manner as is required by the Employer).

B. Overtime

- 18.7 Any employee will be available for extra duty when necessary unless exempted for conditions similar to those that apply during the regular shifts. Overtime shall be offered to regular full-time employees first. Twice yearly the Employer will update and post a list of regular employees who are available to work on a common bulletin board and will distribute overtime on a rotating basis.
- 18.8 (a) Regular Day - time and one-half after 7 ½ hours work except where the overtime is between 12 midnight and eight a.m. for which double time will be paid.
- (b) Scheduled Days Off - double time.
- (c) All Paid Holidays - double time + regular day's pay.
- 18.9 Only those periods of work beyond the regular hours which have had prior authorization of the Department Head or designate will be considered for overtime compensation.
- 18.10 Except in cases of emergency, the Department Head or designate shall give an employee a minimum of four hours advance notice that he shall be required to work overtime.

18.11 Minimum Call Back Time: Any employee who is requested to work outside his/her 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 his/her 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 his/her regular working hours.

This paragraph will not apply when the overtime is continuous with the subsequent to the normal working period. In the case of shift workers, the applicable rate shall apply.

- 18.12 (a) When the University has been otherwise closed because of storms and members of the unit are required to work they shall be given equal time off in lieu at a date mutually agreeable to the employee and employer.
- (b) For those employees, whose normal work day starts at a time other than the regular day shift hours, and storm conditions exist which, in the opinion of the supervisor, would place the safety of employees at risk, the employee will be permitted to remain at home, or leave work early whichever applies, without loss of pay or benefits.

18.13 Employees who are required to work two (2) hours or more overtime before their regular shift, or a continuation of the regular shift, shall have meals paid for or supplied by the Employer. Meals are to be taken before the beginning of the 8:00 a.m. shift, and before starting overtime at the end of the regular work day; except in the case of snow-clearing operations where the time may be delayed until 8:00 a.m.

18.14 When the University is closed, classes cancelled or postponed, workers will be telephoned if required to work.

18.15 Employees who are required to work on campus during a snow storm and who are unable to return home will be supplied with residence like sleeping accommodations and meals.

18.16 Banking of Overtime

Overtime hours may accumulate in the bank during the fiscal year, any hours exceeding 112.5 hours shall be paid out annually, at the rate earned, on the first pay of April. Effective May 1, 2017, overtime hours may accumulate in the bank during the fiscal year, any hours exceeding 37.5 hours shall be paid out annually, at the rate earned, by the end of October in each fiscal year.

Example: 8 hours worked at one and one-half = 12 hours banked

6 hours worked at double time = 12 hours banked

ARTICLE 19 - PAID HOLIDAYS

19.1 Monday to Friday Schedule

- (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	Labour Day
Islander Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving
Easter Monday	Remembrance Day
Victoria Day (or the day proclaimed)	Christmas Day
Canada Day	Boxing 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) When New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday shall be observed as a holiday.
- (c) (i) When Christmas Day falls on a Monday, time off will be granted on December 25 and 26.
- (ii) When Christmas Day falls on a Tuesday, time off will be granted from December 24 to December 26, both dates inclusive.
- (iii) When Christmas Day falls on a Wednesday or Thursday, time off will be granted from 12:00 noon on December 24 to December 26, both dates inclusive.
- (iv) When Christmas Day falls on a Friday or a Saturday time off will be granted from 12:00 noon on December 24 to December 28, both dates inclusive.
- (v) When Christmas Day falls on a Sunday, time off will be granted on December 26 and 27.

19.2 Sunday to Saturday Schedule

- (a) 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
Islander Day

Good Friday
Easter Sunday
Victoria Day (or the day proclaims)
Canada Day

Labour Day
**National Day for Truth
and
Reconciliation**
Thanksgiving
Remembrance Day
Christmas Day
Boxing Day

- (b) If an employee's day of rest falls on a paid holiday, the holiday will be taken either immediately before or after the day(s) of rest, as mutually agreed between the employee and the Employer.

- 19.3 When a paid holiday falls during the leave period of an employee, he or she shall be granted one additional day of leave, provided the employee is not on leave of absence without pay.
- 19.4 To qualify for a paid holiday, employees must have worked the shift preceding and following the holiday. Employees absent on the shift preceding or following the holiday for reason of accident, death in the family or sickness with sufficient proof, shall be granted the statutory holiday with pay.
- 19.5 When time off is granted for the observance of a special event other than those listed under Article 19.1(a) or 19.2(a), it shall apply only to those employees who would otherwise be at work during that time and additional leave will not be granted employees who are on leave other than annual vacation leave at the time of the event.

ARTICLE 20 - LEAVES

20.1 General

- a) A permanent or probationary employee shall earn sick and vacation leave entitlements for any calendar month in which he or she is entitled to at least ten (10) days salary, except as specified in Article 20.1(b).
- b) An employee who is on leave without pay for a total period spanning parts of two (2) months which would be equivalent to eleven (11) or more consecutive work days, shall lose his leave entitlements for at least one (1) month.
- c) Permanent and probationary employees may accumulate leave entitlements at the following rates per calendar month:
- i) Annual Vacation Leave - 1 1/4 days up to and including 7 years service.

Four (4) weeks after seven (7) years of service
Five (5) weeks after sixteen (16) years of service.

- ii) Sick Leave - 1 1/4 days.
- d) All leaves shall be calculated on an accumulative basis.
- e) All leaves must be approved by the Department Head or designate and reported to the Human Resources Department on an Employee Leave Application and Sick Leave Certificate Form, whether the leave is to be granted with or without pay. The employee, upon request, will receive a copy (paper or electronic) of the approved leave form.
- f) Leave credits for the month in which leave is granted shall be included in the accumulated total, only if the leave commences on the last work day of the month.
- g) When an employee is granted leave of absence without pay and a replacement is required in the position during his absence, on return to work, the absented employee may be assigned to another position having the same classification and salary range.

20.2 Annual Vacation Leave

- a) Annual vacation leave is granted at the discretion of the Head or designate and a reasonable effort will be made to give the employee vacation at a time requested by him giving preference to the employee with the greater seniority.
- b) Although an employee earns vacation entitlements during his probationary period, he may take paid vacation only after he has completed his probation and only to the maximum vacation credits he has earned.
- c) All annual vacation leave must be approved prior to the date of commencement.
- d) The maximum accumulated vacation credits an employee may have at any given time is two (2) years accumulation. **On April 30 of each year, any vacation days accrued in excess of the maximum allowable will be forfeited and removed from the employee's vacation bank.**

20.3 Sick Leave

- a) 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, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- b) The maximum sick leave accumulation an employee may have to his

credit is 195 work days.

- c) Sick leave in excess of three working days shall require a doctor's certificate, or such other explanation as is acceptable to the Department Head or designate
- d) If there is reason to believe that an employee is abusing his sick leave benefits, the Department Head or designate shall have the right to request proof of illness before sick leave with pay is approved regardless of the duration of the leave.
- e) Employees on sick leave may be requested by the University to undergo an examination by a medical practitioner assigned by the University. In the event that a diagnosis provided by the University Physician, conflicts with a diagnosis provided by the employee's physician, a third physician shall be mutually agreed upon and the cost of such examination shall be borne by the University.
- f) Where the contract permits sick leave with pay shall apply for illness resulting from the consumption of alcohol or the abuse of drugs, provided the employee submits himself to treatment in a recognized hospital or treatment centre.
- g) 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.
- h) To qualify for an advancement of sick leave credits, the following conditions must be met:
 - (i) the employee must be under a medical doctor's care;
 - (ii) it must be shown that the employee has not misused previously advanced sick leave credits within this contract;
 - (iii) approval of the Human Resources Department must be obtained; and
 - (iv) refusal of advance sick leave cannot be grieved
- i) 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.
- j) 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.

- 20.3.1 Illness during Vacation: Sick leave may be substituted for Vacation where it can be established through a medical doctor's diagnosis that an illness or accident in excess of three days occurred while on vacation. This does not, however, give such employee the right to pre-empt another employee's vacation period or to automatically extend the instant vacation period.

20.4 Other Leave

- a) 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.

While on such extended leave of absence an employee shall retain all accrued benefits and shall continue to accumulate seniority benefits under this Collective Agreement. Where fringe benefits plans allow, the employee may remain covered by these plans by paying both the Employee and Employer costs.

- b) A permanent employee may request, on a one-time basis, a leave of absence, not to exceed one year, without pay and without loss of seniority. Such request shall be in writing and may be approved by the Employer after taking into consideration the reason for the request and provided the efficient operation of the department or unit takes precedence.

While on such extended leave of absence an employee shall retain 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.

- c) Employees on leave of absence who engage in other employment will be considered to have resigned unless otherwise mutually arranged between the University and the Bargaining Unit.
- d) For Bargaining Unit Business: Where permission has been granted to a representative of the Bargaining Unit to leave his/her employment 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 his/her regular wages for the time so spent.
- e) 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.

f) Bereavement Leave

- (i) An employee shall be granted up to ten (10) working days leave without loss of wages in the case of death of the employee's current spouse/common-law-spouse or child.
- (ii) An employee shall be granted up to five (5) working days leave without loss of wages in the case of death of the employee's parent, step-parent, brother or sister.
- (iii) An employee shall be granted three (3) working days leave without loss of salary or wages in the case of death of a grand-parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son or daughter-in-law, grand-child, fiancé, fiancée, **step-sibling**, or any second degree relative who has been residing in the same household. Where the burial occurs outside the Province, such leave may be extended to a maximum of five (5) working days to allow travel time provided the employee shows that he/she did, in fact, leave the Province to attend such funeral. In the case of an employee who is scheduled to return to work on the evening shift of the day of the funeral, the employee shall be given additional leave of one (1) shift.
- (iv) 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.
- (v) 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 20.4(f) (i), (ii), (iii) or (iv).

- g) Education leave may be granted on an individual basis at the discretion of the Employer whose decision is not a matter for grievance. Any benefits based on service and seniority shall be retained but not accumulated. When employees return, 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.

- h) 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 his or her normal earnings and the payment he or she receives 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 his/her employment shall be considered as time worked at the appropriate rate of pay. Maximum payment to be five (5) calendar days.

- i) Emergency Leave: An employee may be allowed up to six (6) days per annum, paid leave of absence, when he/she requests such leave for good and sufficient cause including leave to care for the employee's sick child, sick spouse or sick parent, where there is no other person available to provide the care. Such leave shall be granted at the discretion of the Employer.
- j) Absence due to weather or travel conditions shall be considered grounds for emergency leave provided the employee has reported his/her absence in the proper manner and if the Employer is satisfied that every reasonable effort was made by him/her to be at work. This article is not subject to the grievance procedure.
- k) An employee shall be granted up to five (5) working days leave without loss of salary or wages in the case of serious illness of a parent, spouse, brother, sister, child, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son or daughter-in-law, grand-child, common-law spouse, fiancé, fiancée, or any second degree relative who has been residing in the same household. A medical certificate signed by a qualified practitioner may be required after two (2) consecutive days. Serious illness will be defined as one that is life threatening where it is expected that the employee will be at the bedside of the family member.
- l) An employee shall be granted up to five (5) working days leave per annum without loss of wages to care for a family member who is undergoing a surgical procedure and requires assistance of the employee. Family member shall mean the employee's spouse, parent or child. A medical certificate signed by a qualified medical practitioner may be required after two (2) consecutive days.

20.5 Maternity/**Non-Birth Parent** Leave

20.5.1 Every employee who:

- (a) has been in the employment of the University for a continuous period of twenty weeks or more;
- (b) makes an application for maternity leave at least four weeks before the day specified by the employee as the day on which the employee intends to commence the leave; and
- (c) provides the University with a certificate of a qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of birth; shall be granted maternity leave without pay from employment with the University in accordance with the following conditions:

- (i) The maternity leave to which an employee is entitled shall consist of a period not exceeding **twenty** weeks commencing at any time during the period of **thirteen** weeks immediately preceding the estimated date of birth.
- (ii) Notwithstanding the foregoing, where the actual date of birth is later than the estimated date of birth, the employee is entitled to not less than six weeks leave after the actual date.
- (iii) 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.
- (iv) The employee may return to work and the Employer may permit the employee to return at a date earlier than six weeks after the date of actual delivery.
- (v) 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.
- (vi) During this period, the employee shall retain all accrued benefits and full seniority shall accumulate. The employee may, if **they desire**, continue to participate in any cost-shared employee benefits by continuing to pay the employee share of the premiums.
- (vii) 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.
- (viii) At any time during maternity leave, the employee may draw (2) two weeks' pay, which shall be deducted from accumulated sick leave days.

20.5.2 Every employee who has been in the employment of the University for a continuous period of twenty (20) weeks or more and:

- (a) in the case of a female employee, becomes the natural mother of a child, or
- (b) in the case of a **non-birth parent** employee, becomes the natural **parent** of a child or assumes actual care and custody of a new-born child, or

- (c) adopts or obtains legal guardianship of a child under the law of a province; and 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.
- 20.5.3 In the case of adoption and legal guardianship, an application for parental leave shall not be required earlier than the date on which the employee is notified of the placement of the child. The employee shall be granted unpaid leave of up to a maximum total of **seventy-eight (78)** consecutive weeks.
- 20.5.4 Subject to subsection 20.5.6, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes onto the actual care and custody of the employee.
- 20.5.5 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.
- 20.5.6 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 the expiry of the maternity leave and before commencement of parental leave. Parental leave, in excess of that outlined above, may be granted, upon application by the employee, with the consent of the Department.
- 20.5.7 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 and any cost-shared employee benefits by paying the full costs of these benefits.
- 20.5.8 **Non-birth parent** leave shall cover a period of up to five (5) days paid leave commencing no later than the date of the child's discharge from the hospital, or date of birth if birth is not in hospital.

20.6 Injured on Duty

20.6.1 Effective September 1, 1996:

- (a) An Employee prevented from performing his/her 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) Notwithstanding Article 20.6(a), 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) An employee who is injured during working hours, and is required to leave for treatment, shall receive payment for the remainder of the shift at her regular rate of pay, without deduction from sick leave, unless the attending physician states that the employee is fit for further work on that shift.

20.6.2 For the protection of both the University and employee, any employee who is injured while performing **their** duties shall be required to complete a Workers' Compensation Claim Form.

ARTICLE 21 - WAGES

- 21.1 The Employer agrees to pay and the Union agrees to accept the scale of wage rates attached to this Agreement as "Appendix A".
- 21.2 Payment of wages shall be made to each employee on a bi-weekly basis over the term of this Collective Agreement.
- 21.3 The rate and condition for any new classification within the scope of the agreement, created or established during the life of this agreement, shall be negotiated with the Union within thirty (30) days of such establishment and shall be reduced to writing and be appended and become part of this agreement. In the event the parties are unable to agree on such rate and condition the matter shall be submitted to arbitration as per Article 15 and the decision of the arbitrator shall be final and binding.

ARTICLE 22 - INSURANCE

- 22.1 It shall be a term of employment that permanent employees participate in the Employer's group life and long-term disability plan, the cost of which shall be shared one-third employee and two-thirds Employer.
- 22.2 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) IBEW 1928 would insert that language into their collective agreement.
- 22.3 Additional medical and dental coverage under University's Supplementary Health Care Plan shall be optional for all employees. The cost of the premium for the Supplementary Health Care Plan shall be shared on the basis of 75% employer and 25 % employee, implemented based upon the Memorandum of Agreement Re. Group Health Insurance, signed October 12, 2001.

Supplementary Health Care Plan coverage will be paid for by the University for past retired and future retired members **who retire on or before April 30, 2025, the following full cost share shall apply:**

	EE%	ER%
Single	5.8%	94.2%
Family	5.5%	94.5%

For all employees who retire after April 30, 2025 the following cost share will apply to all eligible future retirees:

Retiree:	25%
Employer:	75%

All employees who are eligible for post-retirement benefits as of Date of Signing will be paid a lump sum payment of \$4,000

However, any eligible employee who provides irrevocable notice of Retirement, such notice given within 30 days of Date of Signing, and who retires no later than April 30, 2025 shall be entitled to the former Retiree cost-share and the \$4,000 lump sum payment.

- 22.4 In the event of the death of a permanent employee the University agrees to continue Supplemental Health and Travel benefits for the spouse and dependent children covered under the benefit(s) at the date of death, excluding a leave of absence without pay under Article 20.4. Benefit eligibility will be in accordance with the Supplemental Health and Travel Plan Documents in force on the date of death.

ARTICLE 23 - CLOTHING AND FOOTWEAR

- 23.1 The Department Head or designate shall have the right to request that an employee be reasonably and suitable dressed according to the nature of his work. The University will supply wet gear, gloves, and coveralls if required to work outside.
- 23.2 The wearing of safety footwear shall be compulsory for all employees during working hours. Upon presentation of a receipt for the purchase of such footwear, the University shall reimburse the employee up to a maximum of **\$300.00** per fiscal year.
- 23.3 Parkas will be supplied to Utility Workers, and other employees whose duties require extensive outside work, at University expense, and replaced as needed but not at any less than two (2) years intervals.

ARTICLE 24 - RETIREMENT ALLOWANCE

- 24.1 a) **Any eligible employee who is employed on or prior to Date of Signing, who does not opt out of retirement allowance** 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.
- b) Service shall be calculated to the last anniversary date of the employee and each full year in excess of five years shall entitle the employee to an additional one-fifth of the monthly rate.
- c) The rate of retirement pay shall be calculated on the basis of the annual salary being paid the employee immediately prior to **their** retirement or

the average of the employee's salary over the five years immediately prior to **their** retirement whichever is greater.

- d) **Any eligible employee who is employed on or prior to Date of Signing, who chooses to opt out of retirement allowance, will receive the amount (i.e. retirement allowance accrued as of 30 days after Date of Signing with a 10% top up). Such irrevocable election must be made no later than 90 days of Date of Signing and payments will be made within 30 days thereafter. There will be no further Retirement Allowance accrual for those employees who elect to opt out.**
- e) **Any remaining eligible employees will continue to accrue under existing language set out under Article 24.1(a)**

ARTICLE 25 - MISCELLANEOUS

- 25.1 A Labour Management Committee shall be constituted as follows: the local Union shall appoint three representatives from among the employees covered by this Agreement. The Employer shall also appoint three representatives. The committee shall meet quarterly on mutually agreeable dates to consider matters affecting mutual interests of the Employer and employees. A meeting of the committee may also be called at any time by either of the parties to the Agreement.
- 25.2 Insofar as any of the matters covered by this Agreement are within the jurisdiction of the *Labour Act* of Prince Edward Island, no provisions of this Agreement shall be deemed to authorize or approve any act or action by any of the parties hereto which is illegal or contrary to the directions of any Provincial or Federal Legislation.
- 25.3 Those above the rank of foreman will not do work normally done by employees covered by this Agreement except in cases of emergency or instruction.
- 25.4
 - a) All major overhaul of boilers shall be done on the 8:00 a.m. to 4:00 p.m. watch. Should this work be undertaken during the period from 4:00 p.m. to 8:00 a.m., sufficient qualified help will be assigned to perform such work.
 - b) Employees, other than Power Engineers, assigned to clean boilers or fuel cells should be paid at the rate of time and one-quarter for minimum of seven and one-half hours.
 - c) Employees assigned to clean boilers or work in the fuel cell will be provided with the protective clothing and safety equipment required to safely perform the work.
 - d) The employees shall be permitted to perform the work at a pace which provides for sufficient rest time to enable the employees to complete the work without undue discomfort.

- e) Employees assigned to clean boilers or fuel cells shall be paid at the rate of time and one-quarter for a minimum of seven and one-half hours.
- 25.5 If the University designates a member of Local **1928** IBEW, to attend the P.E.I. Labour-Management Council seminar, there shall be no loss of wages.

25.6 Employees shall be permitted to use the Sports Centre upon payment of the applicable fee.

25.7 PERFORMANCE EVALUATION

- (a) A copy of any completed evaluation which is to be placed in an employee's file shall first be reviewed by the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add his/her views to such evaluation prior to it being placed in his/her file. Each employee shall have reasonable access to his/her file for the purposes of reviewing any evaluation notations contained herein in the presence of his/her supervisor and/or a personnel officer in the Human Resources Department.
- (b) All performance evaluations shall be in writing and based solely on the duties associated with the employees work assignment. The employee shall be afforded the opportunity to append any information to the file which the employee feels is relevant to the evaluation process.
- (c) When the employee 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 employees 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 his/her evaluation they will sign the in the space designated on the form stating their disagreement. For clarity, no employee may file a grievance regarding the contents of a performance evaluation unless the employee has signed in the space indicating disagreement with the evaluation.

ARTICLE 26 – TUITION WAIVER

- 26.1 The Spouse and Dependant(s) of Permanent and Probationary Members shall be eligible to apply for a (50%) fifty per cent 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.
- 26.2 “Spouse” shall mean a person who either is legally married to a Member or co-habits with the Member for at least (12) twelve months in a conjugal relationship.
- 26.3 “Dependant(s)” are defined as those individuals for whom the Member is eligible to claim tax credit under the Income Tax Act.


ARTICLE 27 - DURATION

- 27.1 The provisions and conditions of this Agreement, shall remain in force from May 1, **2022** through to April 30, **2026** and from year to year thereafter provided, however, that should either party desire to terminate or modify any terms thereof, it shall notify the other party in writing not less than sixty (60) days prior to the end of such period.
- 27.2 No later than fourteen (14) business days after the notice outlined above, the parties shall exchange proposals containing the additions, deletions, revisions, etc., which each party desires to negotiate.
- 27.3 It is agreed that, if new job classifications are established during the life of this Agreement which are not covered by Appendix “A” the salary rates and positions in line of promotion for such classifications will be negotiated between the University and the Union. The University may put into effect a temporary rate pending negotiations on the rate to be established, but once the rate is established, it will be made retroactive to the time the new job classification was instituted. If the parties are unable to agree within a sixty (60) day period, or such longer time as the parties may agree upon, either party may submit the matter to arbitration in accordance with Article 15.
- 27.4 All procedures and regulations as set forth in the *Labour Act*, Prince Edward Island shall apply to this Article.

IN WITNESS WHEREOF, the parties hereto have executed the agreement by their
duly authorized officials this 28 day of June, **2023**.



Witness



University of Prince Edward Island



Witness




University of Prince Edward Island

Witness

University of Prince Edward Island



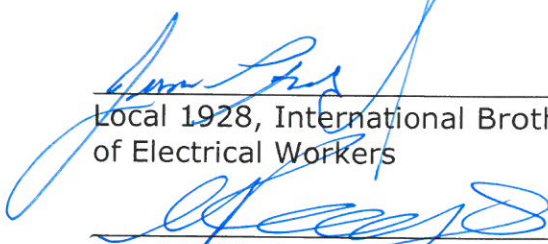
Witness



Local 1928, International Brotherhood
of Electrical Workers



Witness



Local 1928, International Brotherhood
of Electrical Workers

APPENDIX "A"

I.B.E.W. LOCAL 1928 **SUMMARY OF ANNUALIZED WAGE RATES**

Classifications will receive the following wage adjustment:

<u>Classification</u>	<u>May1,2022</u>	<u>May 1, 2023</u>	<u>May 1, 2024</u>	<u>May 1, 2025</u>
Maintenance Repair I	\$ 50,621	\$ 52,140	\$ 53,704	\$ 55,315
Maintenance Repair II	\$ 56,703	\$ 58,404	\$ 60,156	\$ 61,961
Utility Worker	\$ 47,486	\$ 48,911	\$ 50,378	\$ 51,889
Electrician	\$ 60,608	\$ 62,426	\$ 64,299	\$ 66,228
Service Worker	\$ 43,184	\$ 44,480	\$ 45,814	\$ 47,188

1. An Employee who is designated as a lead hand will be paid an additional one dollar **and twenty-five cents (\$1.25)** per hour for all hours worked in this designation.
2. Employees who are designated and trained to be on the snow removal crew over the winter season, who operate snow removal machinery will be paid an additional nine hundred eighty-seven dollars (\$987.00). This will not apply to Employees who are required to do this work on a casual basis. Coveralls for Utility Workers shall be supplied as required on an exchange basis.

All eligible employees will be trained on snow removal

3. Shift Differential

Employees shall be paid a shift differential of **\$1.25** per hour, effective the first full pay following ratification, for regular hours worked on a scheduled shift commencing at 12:00 p.m. or later.
4. Service Workers working in the Veterinary Teaching Hospital Operating Room will be paid an additional **\$1.25** per hour in addition to the regular salary **effective date of signing.**
5. Red Seal Allowance - Effective 1st pay period following signing date

An Employee in a Maintenance Repair classification who holds an Inter-provincial Standards Red Seal in a designated trade and whose normal work duties are related to that designated trade, shall be paid a bi-weekly allowance of four (4%) per cent of the Employee's regular bi-weekly salary. Payment shall commence upon confirmation of Red Seal to the Employer.

Red Seal premium will be applied to all Overtime earnings effective Date of Signing.

6. The foregoing Appendix "A" allowances and premiums shall not be included in the calculation of overtime pay. The shift differential

premium shall not be included in calculating benefits under the agreement.

7. The Health Spending Account shall be **\$275** per year effective **May 1, 2023**. It applies to all active employees after one year of service (Article 6.3) and ends upon retirement or resignation/termination.
8. The parties agree that the Power Engineer classification is inactive, should the University reemploy Power Engineers at a future date these employees will automatically be certified under the IBEW 1928 bargaining unit.

* Electricians will be paid 26¢ per hour as risk pay for working on high voltage lines in addition to the regular salary.

MEMORANDUM OF AGREEMENT

BETWEEN:

The University of Prince Edward Island

And

The Canadian Union of Public Employees - Local 1870

The Canadian Union of Public Employees - Local 501

The International Brotherhood of Electrical Workers - Local 1432

(Hereinafter called the "Parties")

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

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

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

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

Therefore, the Parties agree that:

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

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

Introduction

Definitions

General Interpretation

Purpose of the Trust Fund

Trustees

General Authority of Trustees

- Duty to Report on The Affairs of the Trustees
- Procedures, By-Laws and Regulations
- 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: |
| | <ul style="list-style-type: none"> • 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
Peggy Kelly

On Behalf of the Canadian Union of
Public Employees Local 1870

Cal McClure
Benny Connell

On Behalf of the Canadian Union
of Public Employees Local 501.

John Williams
Rick Sts

On Behalf of the International
Brotherhood of Electrical Workers Local
1432

Donald Lynch
Thomas Smith

ADDENDUM

Appendix III

IBEW Local 1432 - Article 22.3

Effective April 2, 2002, or upon the establishment and implementation of the Trusteeship, whichever is later, the following existing clauses 22.3 will replace the clause 22.3 of the Collective Agreement:

- 22.1 It shall be a term of employment that permanent employees participate in the Employer's group life and long-term disability plan.
- 22.2 It shall be a condition of employment that employees shall become members of the Employer's contributory pension plan at age thirty in accordance with the terms of the Pension Plan for UPEI Employees.
- 22.3 Additional medical and dental coverage under University's Supplementary Health Care Plan shall be optional for all employees. The cost of the premium for the Supplementary Health Care Plan shall be shared on the basis of 75% employer and 25 % employee.
- 22.4 Supplementary Health Care Plan coverage will be paid for by the University for past retired and future retired members on the basis of whatever cost sharing was in effect at the time of their retirement.
- 22.5 It is understood that once a benefit plan is governed by a trusteeship, it is the trustees who will manage the plan and that any participation and/or consultation with the union will take place within the terms of the trustee agreement signed by the parties.

Discussed and agreed by IBEW and the University of Prince Edward Island negotiation committees, April 4, 2002



550 University Avenue
Charlottetown
Prince Edward Island
Canada C1A 4P3

April 8, 2002

Mr. David Bradley
President, IBEW, local 1432
c/o Utility Building
University of Prince Edward Island

Dear Mr. Bradley:

You will find, attached, the addendum to the Memorandum of Agreement signed on October 12, 2001 by the University, IBEW local 1432, CUPE local 501 and CUPE local 1870, with respect to the introduction of cost sharing of premiums for Supplementary Health Care Plan and the establishment of a Trust Agreement to manage the Supplementary Health Care Plan. This addendum will be appended to the above-mentioned Memorandum of Agreement.

The addendum to the Memorandum further modifies Article 22.1 of the Collective Agreement such that the language no longer specifies the breakdown in premium cost sharing for group life, long term disability and accidental death and dismemberment.

This change is made in order to facilitate the implementation of the Benefit Credit model for payroll, allowing for Group Life insurance to be 100% employee deducted. While Group Life Insurance will now be 100% employee paid, it is understood that it remains the intention of the parties to continue remitting amounts equivalent to the $\frac{1}{3}$ employee and $\frac{2}{3}$ employer share of premiums for group life, long term disability and accidental death and dismemberment, until such time as the parties agree to amend this formula.

I trust this is satisfactory, and on behalf of the University, I thank you and your members for their understanding and collaboration in reaching a successful resolution of this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Neil Henry'.

Neil Henry
Vice President, Finance and Facilities

Attachment
c. Human Resources

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

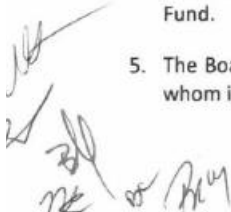
1. The effective date of the amendments to the Pension Plan for Employees of the University of Prince Edward Island (the "Plan") and the Plan's governance structure, as set out in greater detail below, shall be January 1, 2017 ("Effective Date") subject to the agreement in respect of transitional matters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

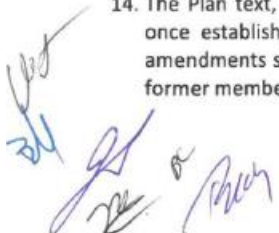
3. The Trustees shall serve as the administrator of the Plan ("Plan Administrator") and associated pension fund (the "Fund") in accordance with the Trust Agreement whose terms are consistent with the terms of this Agreement.
4. The Trustees shall be responsible for the ongoing administration, operation, 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.

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

Sponsor Board and Sponsors Agreement

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



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

Funding of the Plan

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

Handwritten signatures and initials:
VLS
RS
NE
BKM

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.



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.



Handwritten initials and signatures in blue and purple ink.

Key assumptions (vs 2014)

Description of assumption	Used in 2014	Alternative set
<i>Discount rate</i>	5.75% (pre and post retirement)	6.00% (pre and post retirement)
<i>Salary scale (incl allowance for steps, promotional, etc)</i>	4.0% per annum	3.5% per annum
<i>Increase in statutory limits (e.g., YMPE, CRA max accrual)</i>	3.5% per annum	2.5% per annum
<i>Mortality</i>	CPM2014 Public Mortality tables with improvement scale CPM-B (pre-retirement and post-retirement)	No change
<i>Retirement age</i>	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