

COLLECTIVE AGREEMENT

BETWEEN

THE UNIVERSITY OF PRINCE EDWARD ISLAND

AND

**PUBLIC SERVICE ALLIANCE OF CANADA
LOCAL 86000**

MAY 1, 2023 – APRIL 30, 2026

TABLE OF CONTENTS

ARTICLE 1: PURPOSE.....	1
ARTICLE 2: DEFINITIONS	1
ARTICLE 3: UNION RECOGNITION.....	2
ARTICLE 4: UNION SECURITY AND UNION DUES	3
ARTICLE 5: UNION RIGHTS	3
ARTICLE 6: NO STRIKE, NO LOCKOUT.....	4
ARTICLE 7: MANAGEMENT RIGHTS.....	4
ARTICLE 8: NO DISCRIMINATION AND NO HARASSMENT	4
ARTICLE 9: UNION-MANAGEMENT COMMITTEE.....	6
ARTICLE 10: JOB POSTINGS AND APPLICATIONS	6
ARTICLE 11: TRIAL PERIOD	7
ARTICLE 12: HOURS OF WORK AND WORK ASSIGNMENTS.....	7
ARTICLE 13: DISCIPLINE AND DISMISSAL	8
ARTICLE 14: GRIEVANCE AND ARBITRATION PROCEDURE.....	9
ARTICLE 15: SELECTION AND APPOINTMENT.....	11
ARTICLE 16: EMPLOYEE FILE.....	12
ARTICLE 17 : SENIORITY	12
ARTICLE 18: HEALTH AND SAFETY	13
ARTICLE 19: PAID HOLIDAYS.....	14
ARTICLE 20: LEAVE OF ABSENCE.....	14
ARTICLE 21: WAGES AND PAY ADMINISTRATION	16
ARTICLE 22: DURATION.....	16
ARTICLE 23: EXPENSES AND ACCESS TO FACILITIES	17
ARTICLE 24 : ORIENTATION AND TRAINING.....	17
Letter of Understanding	19

ARTICLE 1: PURPOSE

- 1.01 The general purpose of this Agreement is to establish orderly collective bargaining between the University and its Graduate Research Assistants, Graduate Tutorial Assistants and Graduate Lab Instructors represented by the Public Service Alliance of Canada (hereinafter referred to as the "Union"); to establish and maintain a harmonious working relationship between the Parties; to ensure the prompt resolution of disputes and grievances; and to set forth the terms and conditions of employment.
- 1.02 The Parties recognize that it is in their common interest to promote and enhance the working relations between the University, the Union, and its members, consistent with the principles of mutual respect and cooperation. It is the intent of the parties to create a workplace environment that fosters dignity and respect for all Employees.
- 1.03 The Employer and the Union recognize the important contribution of the Bargaining Unit members to the University in the achievement of its stated mission. As members of the university's academic community, these Employees make a significant contribution to teaching and research and enhance the stature of the University.

ARTICLE 2: DEFINITIONS

- 2.01 For the purposes of this Collective Agreement:

"Agreement" when printed with an upper-case initial letter refers to the Collective Agreement entered into between the University and the Union.

"Bargaining Unit" shall mean the bargaining unit represented by the Public Service Alliance of Canada and certified by the Prince Edward Island Labour Relations Board in serial No. 03-09 on March 23, 2009.

"Board" is the Board of Governors of the University of Prince Edward Island.

"Day" shall mean a weekday when the University is open for administrative business unless otherwise stated in this Collective Agreement.

"Dean of Graduate Studies" shall mean the Dean of Graduate Studies, or any University employee authorized to act on their behalf.

"Employer" shall mean the University of Prince Edward Island.

"Employee" shall mean a Graduate Student in good standing included in the bargaining unit as defined by the Order issued by the Prince Edward Island Labour Relations Board dated March 23, 2009. Graduate Student Employee in the following broad categories: Graduate Research Assistant, Graduate Tutorial Assistant and Graduate Lab Instructor.

"Parties" shall mean the Union and the University; "Party" refers to one of the Parties.

"President" shall mean the President of the University, or any University employee authorized to act on their behalf.

"Vice-President, Academic and Research" shall mean the Vice-President, Academic and Research of the University or any University employee authorized to act on their behalf.

"Shall" means that the action is mandatory.

"Employment Supervisor" shall mean the person to whom the Graduate Student Employee reports directly to in the performance of their employment-related duties.

"Union" shall be the Public Service Alliance of Canada (PSAC).

"Work Unit" shall mean an Academic Department, School, non-departmentalized Faculty, or Interdisciplinary Program or Administrative Unit to which one (1) or more Graduate Student Employees have their appointment.

"University" shall mean the University of Prince Edward Island as defined in the *University Act*, RSPEI 1988, U-4, as amended.

ARTICLE 3: UNION RECOGNITION

3.01 The Employer recognizes the Public Service Alliance of Canada as the sole and exclusive bargaining agent for all of its Employees of the University of Prince Edward Island who are students registered in good standing in a Graduate Studies Program at the University of Prince Edward Island, and who are employed as Graduate Research Assistants, Tutorial Assistants and Lab Instructors, save and except:

- a) students registered in undergraduate programs;
- b) interns;
- c) residents;
- d) post-doctoral fellows;
- e) research coordinators;
- f) persons covered by other existing collective agreements;
- g) employees who exercise managerial functions and/or are employed in a confidential capacity in matters relating to labour relations;
- h) employees otherwise excluded by the *Labour Act* R.S.P.E.I. 1998 Cap. L-1;

as per the Certification Order No. 03-09 issued by the Prince Edward Island Labour Relations Board on the 23rd day of March, 2009.

3.02 When new classifications or positions are developed, the University agrees to consult with the Union as to whether such classifications or positions should be included in the Bargaining Unit. Should the Union and the University be unable to agree, the matter shall be referred to the P.E.I. Labour Relations Board.

ARTICLE 4: UNION SECURITY AND UNION DUES

- 4.01 Every Employee shall become a member of the Union on the start date of their position in the Bargaining Unit as a condition of employment. The Employer shall advise Employees that they are included in the Bargaining Unit represented by the Union and that their employment is subject to the terms and conditions set out in this Collective Agreement.

The Employer recognizes the right of every Employee to participate in any lawful activity of the Union, and it shall not interfere with this right.

- 4.02 No later than ten (10) days after the last pay period of the month, an electronic list in a mutually agreed format of the Employees from whose salaries deductions have been made including the unique employee number, name, the bi-weekly amount deducted and the period end date, together with a direct deposit for the total amount deducted, shall be remitted, payable to the Public Service Alliance of Canada. An annual statement of the Union dues, which have been deducted from their pay during the calendar year, shall be provided to each Employee on their T4 Income Tax slip by February 28 each year.
- 4.03 The Union shall provide the Employer with a minimum of one (1) months' notice of any change in the amount of Union dues or assessments.
- 4.04 The Union shall indemnify and save the Employer harmless from any and all claims which may be made by an Employee or Employees for amounts deducted from pay as provided for in this Article, except for any claim or liability arising out of an error committed by the Employer.

ARTICLE 5: UNION RIGHTS

Information

- 5.01 The Employer shall provide the Union with a list of all Employees in the Bargaining Unit within thirty (30) days of signing the present agreement. Such list shall include name, date of hire, start and end date of current contract, job title, level, Work Unit, rate of pay (stipend amount and/or salary), email address, home address, personal telephone number and personal email address (if provided to the Employer). The confidentiality of individual data shall be respected by the Union, which shall use the information only to contact members of the Bargaining Unit.

Facilities

- 5.02 The Employer shall allow the Union the use of its meeting rooms to hold meetings with Employees. These rooms shall be reserved, at no cost, according to the normal Employer procedures.
- 5.03 The Union shall have the right to post information to its members on public posting boards.

Publication and distribution of agreement

- 5.04 The Employer agrees to print and provide the Union, without charge, a copy of this Agreement (including all appendices) for each Employee, plus twenty-five (25) copies. The Employer also agrees to make this Agreement available on the University Web site in a searchable format.
- 5.05 The Employer will inform each Employee, upon hire, of the electronic address hosting the Collective Agreement.

ARTICLE 6: NO STRIKE, NO LOCKOUT

- 6.01 The parties agree that there will be no strike or lockout as defined by the Prince Edward Island Labour Act, RSPEI 1988, L-1, as amended, during the term of the Agreement.
- 6.02 Refusals to perform the jobs of other striking employees and to handle the jobs normally performed by other employees during any dispute with the Employer, shall not be considered as a strike as defined in the Labour Act. These refusals shall not be considered as grounds in themselves for disciplinary action.
- 6.03 The Employer shall not refuse to re-employ an Employee solely as a consequence of a strike declared by the Union, or a lockout imposed by the Employer.

ARTICLE 7: MANAGEMENT RIGHTS

- 7.01 The Union recognizes that all rights, powers, and authority which are not specifically abridged, delegated, or modified by this Agreement are vested in the University.
- 7.02 The University will not exercise its management rights in a manner that is either arbitrary or discriminatory.

ARTICLE 8: NO DISCRIMINATION AND NO HARASSMENT

- 8.01 Except where otherwise provided for in this Agreement or applicable law, the Parties agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised with respect to any Employee in regard to any terms and conditions of employment on any ground prohibited by the *Human Rights Act* or any grounds outlined in this article, including:
- a) race or colour;
 - b) creed;
 - c) ancestry;
 - d) nationality or national origin;
 - e) ethnic background or origin;
 - f) place of birth;

- g) sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
 - h) sexual orientation;
 - i) gender identity and gender expression;
 - j) marital or family status;
 - k) physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device;
 - l) religion, or religious belief, religious association or religious activity;
 - m) age;
 - n) source of income of any individual or class of individuals;
 - o) language (except where the lack of language competence clearly prevents the Employee from fulfilling their professional obligations and duties);
 - p) political belief, political association or political activity;
 - q) conviction of a criminal or summary conviction offense that is unrelated to employment or intended employment of the individual;
- 8.02 The Employer has a responsibility to provide Employees with a work environment free from any harassment. The Employer shall take reasonable action to prevent harassment and, when made aware of such behaviour, take appropriate action to end it as quickly as possible.
- 8.03 Harassment is defined as any vexatious behaviour that is:
- a. repeated; and
 - b. hostile or unwanted conduct, verbal comments, actions or gestures; and
 - c. that effect an Employee's dignity or psychological or physical integrity; and
 - d. that results in a harmful work environment for the employee.
- Vexatious behaviour may also include a single serious incidence of such behaviour that has a lasting harmful effect on an Employee.
- 8.04 Harassment also includes the abuse of authority or the improper use of power which may undermine an Employee's job performance. It may include but is not limited to such acts as intimidation, threats, blackmail, or coercion.
- 8.05 Sexual harassment is any conduct, comment, gesture or physical contact of a sexual nature or implied sexual nature directed at an Employee that is unwarranted, unsolicited, and unwelcome and that might reasonably be expected to cause offense, ridicule, humiliation or that might reasonably be perceived as compromising an Employee's right to fair and reasonable work conditions, or right to dignity.
- 8.06 The Employer recognizes the right of the Union to investigate harassment complaints during regular working hours, without loss of salary. Salary costs will be reimbursed by the Union. The parties agree to meet, as required, to discuss all harassment complaints.
- 8.07 The Parties agree that protection from discrimination and harassment includes protection from retaliation on any of the above identified protected grounds against an Employee for their having taken action either as a complainant or griever, or for assisting a complainant or griever in taking action, or for acting as a witness or advocate on behalf

of an individual in a legal or other proceeding to obtain a remedy for an action of discrimination by the University.

8.08 Accommodation

Employees have the right to accommodation as defined by adjustments in the terms and conditions of employment. Such accommodations shall be reasonable to the point of undue hardship as defined by law. Where accommodation is required, the Employer and the Employee will meet to develop an accommodation plan. The Employee may request a union representative to attend.

ARTICLE 9: UNION-MANAGEMENT COMMITTEE

- 9.01 A Union-Management Committee shall be established within thirty (30) days of the signing of this agreement, consisting of three (3) bargaining unit representatives appointed by the Union and three (3) representatives from within the University appointed by the University. The Committee shall enjoy the full support of both parties to this Agreement.
- 9.02 In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and a place fixed by mutual agreement. However, such meetings must be held not later than seven (7) days after the request has been given. The Committee shall meet virtually or in person at least two (2) times per year and quorum shall consist of at least two representatives of each party.
- 9.03 The purpose of the Committee is to review matters of mutual interest arising from the application of this Agreement and to foster communications and co-operation between the Parties, but the Committee shall not have the power to deal with any matters which are properly the subject of a grievance or negotiation.

ARTICLE 10: JOB POSTINGS AND APPLICATIONS

Postings

- 10.01 Vacancies for positions within each Work Unit will be posted on the Work Unit's designated bulletin board and on a centralized website accessible to all.
- 10.02 a) Work Units shall post positions expected to be available during the following term, based on a projection of courses to be offered and on an estimate of the number of positions available. Such announcements will normally be posted by:
- March 1 for Summer courses
 - August 1 for Fall and Full Year courses
 - November 1 for Winter courses

Such announcements shall be posted for at least one (1) week. For Tutorial Assistant and Lab Instructor positions, such announcements are considered tentative, pending final determination of course offerings and enrolments.

- b) The applicant pool of the original posting shall be used to fill all subsequent vacancies that may become available unexpectedly during the term.
- 10.03 The postings described in Article 10.01 shall include: date of posting, Work Units, title and course number (except for Graduate Research Assistants), estimate of the number of positions available, total hours of work per term, effective dates of appointment, hourly rate of pay, required qualifications, summary of required duties, application deadline and procedure. Postings shall include the following statement: "This position is covered by a Collective Agreement between the Public Service Alliance of Canada and the University of Prince Edward Island".

Applications

- 10.04 All applicants for posted vacancies must apply using a standard application form.
- For Tutorial Assistants and Lab Instructors, such application form will provide the applicant with the opportunity to indicate three (3) course preferences, and to indicate whether they wish to be considered for other courses for which they meet the required qualifications.
- 10.05 Applications will be submitted electronically, quoting the competition number, to be received no later than the closing date via the link posted on the [UPEI Human Resources website](#). If an applicant is unable to apply online, the application may be submitted to the Human Resources Department.

ARTICLE 11: TRIAL PERIOD

- 11.01 The trial period shall be a period of time for the Supervisor to evaluate and provide feedback on the Graduate Student Research Assistant's performance. Graduate Research Assistants shall be considered on a trial period until they have completed one (1) month of employment in the position.
- 11.02 A new Graduate Student Employee working through the trial period shall be regarded as coming within the scope of this Agreement except that the Graduate Student Employee may be released from employment without recourse to the grievance procedure.

ARTICLE 12: HOURS OF WORK AND WORK ASSIGNMENTS

- 12.01 The hours of work and work assignments for a Graduate Student Employee shall be determined and assigned by their Supervisor. The Supervisor and the Graduate Student Employee shall meet to review and confirm the work assignment outline, containing duties, responsibilities and anticipated hours of work. This should occur on or prior to the beginning of the work assignment where possible, and in no case later than fourteen (14) days after the start of the assignment.
- 12.02 All contracts will be for a fixed duration and fixed number of hours with no entitlements or expectations beyond the contract. If the Supervisor requests that additional hours be

worked, and the Graduate Student Employee agrees to work those additional hours, and such request approved, the Graduate Student Employee shall be paid for the additional hours worked at the applicable hourly rate.

- 12.03 The Employer will make all reasonable efforts to ensure the fixed number of hours are paid consistently to the Employee throughout the term of the appointment.
- 12.04 It is the responsibility of the Supervisor to assign duties that can reasonably be completed within the assigned hours. Priorities may change during the assignment and the Supervisor shall have the right to reallocate time applied to duties and to substitute or revise duties without changing the total number of hours. It is the responsibility of the Employee to ensure that the duties are completed within the assigned hours and that any concerns are communicated to the Supervisor in a timely manner.
- 12.05 The Supervisor and the Employee will confer at least once during the assignment to determine whether any adjustments to the outline are required.
- 12.06 Graduate Student Employees shall not be required to work in excess of contracted hours unless by mutual agreement with the Supervisor. Where unexpected work is pre-authorized by the Supervisor in excess of the total hours for that assignment, and the Employee agrees to do the unexpected work, the work shall be paid on an hourly basis at the applicable hourly rate.

ARTICLE 13: DISCIPLINE AND DISMISSAL

- 13.01 No Graduate Student Employee shall be disciplined or dismissed except for just cause.
- 13.02 The disciplinary actions that may be taken by the University include, but are not limited to, letter(s) of warning or reprimand, suspension(s) with or without pay, and dismissal. Such disciplinary action shall be in accordance with the principles of progressive discipline and be reasonable and commensurate with the seriousness of the violation.
- 13.03 Where the Employer convenes a meeting with the Graduate Student Employee for the purpose of investigating any allegation that has the prospect of becoming disciplinary or for the purpose of communicating disciplinary action(s), the Employer will provide the Graduate Student Employee with reasonable advance notice in writing advising of the nature of the meeting and their right to Union representation, and the Employer shall provide a reasonable period of time for the Graduate Student Employee to secure such representation. The Graduate Student Employee shall be provided with an opportunity to be heard at such meeting.
- 13.04 The University has the right to impose a non-disciplinary suspension with pay during the period of an investigation. If, on conclusion of the investigation, the Employer decides to take disciplinary action, such action shall be taken in accordance with the provisions of this Agreement. If the allegations are dismissed, there shall be no record of the investigation in the Graduate Student Employee's employee file.

- 13.05 The Graduate Student Employee shall be notified in writing of the nature of any action(s) taken in accordance with this article and the reasons for such action(s) within five (5) days, and a copy of the letter shall be forwarded to the Union at that time. The Graduate Student Employee may submit a written response to any disciplinary letter and the response shall be appended to the letter.
- 13.06 In cases of sexual or other harassment, the procedures which may lead to discipline will be in accordance with the relevant University policies and procedures. Any disciplinary action that may result will be taken in accordance with this article.

ARTICLE 14: GRIEVANCE AND ARBITRATION PROCEDURE

- 14.01 Any dispute between an Employee and the Employer or between the Employer and the Union, may be the subject of a grievance insofar as such disputes result from the interpretation, the application or the violation of the Agreement. Grievances submitted by Employees must have the approval and support of the Union. The parties agree to solve all grievances as promptly as possible.
- 14.02 There are three types of grievances as follows:
- Individual: The complaint of an individual Employee;
- Group: The complaint of two or more Employees having the same dispute against the Employer; and
- Policy: The complaint of the Union or the Employer which may involve a question of general application or interpretation of the Agreement.
- 14.03 A grievance shall be submitted no later than twenty (20) working days after the aggrieved Employee, the Union or the Employer becomes aware of the incident giving rise to the grievance.
- 14.04 Grievances shall be resolved in accordance with the following procedures:
- Step 1:**
- A grievance shall be submitted to the Employment Supervisor or their designate and discussed at a meeting to be held within ten (10) days of its submission. The Employment Supervisor, the aggrieved Employee, a Union representative shall attend such a meeting. The Dean of the Academic Unit shall provide a written response within five (5) Days from the date of the grievance meeting.
- Step 2**
- Failing a satisfactory settlement being reached at Step 1, or in the absence of a reply by the Employer, the Union may submit the grievance in writing to the Dean of Graduate Studies within ten (10) days of the date of the response at Step 1. The Dean of Graduate Studies shall convene a grievance meeting of the Parties who shall make a good faith effort to resolve the grievance. The Dean of Graduate Studies shall provide a written decision within ten (10) days of date of the grievance meeting.

Step 3

Failing a satisfactory settlement being reached at Step 2, the Union may submit the grievance to arbitration and shall notify the Dean of Graduate Studies in writing of its intent to submit the grievance to arbitration within ten (10) days of the date of the response at Step 2.

- 14.05 A Group or Policy grievance may be submitted directly at Step 2.
- 14.06 The Dean of Graduate Studies shall have the right to originate a policy grievance on behalf of the Employer and to submit such grievance in writing to the President of the Union. Where the Parties are unable to resolve such grievance to their mutual satisfaction within twenty (20) days of the date of such grievance, the Dean of Graduate Studies may within a further twenty (20) days notify the Union in writing of their intent to submit the grievance to arbitration.
- 14.07 All time limits set forth in the present article are mandatory but may be extended by written agreement between the parties. The Parties agree that such agreement shall not be unreasonably withheld.

ARBITRATION PROCEDURE

- 14.08 Unless there is mutual agreement between the Union and the Employer, no matter may be submitted to arbitration which has not been carried through the grievance procedure as set out above.
- 14.09 Upon referral to arbitration, the Employer and the Union shall make every effort to agree on the selection of the arbitrator within ten (10) working days.
- 14.10 If the parties cannot agree on an arbitrator, either party may request the Minister responsible for the *Labour Act*, RSPEI 1988, L-1, as amended, to appoint an arbitrator.
- 14.11 Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of the arbitrator, the hearing room and any other expenses incidental to the arbitration hearing shall be borne equally by the parties. The parties agree to use Employer facilities at no cost wherever possible.
- 14.12 The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement.
- 14.13 In matters of discipline or termination the arbitrator may confirm, amend, or set aside the decision of the Employer and may substitute a decision which they deem fair and reasonable in the circumstances.
- 14.14 The decision of the arbitrator shall be final and binding on the parties.

- 14.15 All time limits set forth in the present article are mandatory but may be extended by written agreement between the parties. The Parties agree that such agreement shall not be unreasonably withheld.
- 14.16 At any point in the grievance or arbitration process, no technical error in the submission of a grievance shall render it inadmissible. The technical error shall be communicated to the other party as soon as it is detected.

ARTICLE 15: SELECTION AND APPOINTMENT

Appointment

- 15.01 Positions shall be filled in the following order:
- a. Qualified applicants who have been Employees within the Work Unit and the posted classification within the past two years.
 - b. Qualified Employees within the Work Unit within the past two years
 - c. Qualified applicants who are graduate students in a graduate degree program in good standing.
 - d. All other applicants that meet the qualifications.
- 15.02 Effective May 1, 2025, where there are more qualified candidates than available positions and there are equally qualified applicants from 15.01 a), b) or c), the Employer shall offer them in order of greatest seniority.

Selection

- 15.03 For the purpose of making appointments, the Employer must consider the applicant's qualifications as specified in the job posting, which are relevant to the position.
- 15.04 For the purpose of course/lab assignment, the Employer shall consider the preferences of applicants. However, given the specific requirements of certain positions and, in order to appoint qualified applicant to all courses, the Employer may appoint applicants to positions other than those indicated in the preferences.
- 15.05 The Employer shall provide the Union with the list of appointments for graduate student employee positions including relevant information in electronic format three times annually.

Notification of Appointment

- 15.06 Successful candidates will receive two (2) copies of the Student Appointment Acknowledgement with the details of the appointment, which shall include the identification of the Work Unit, position title and classification, course title and number (if applicable), appointment dates, total number of hours and rate of pay.
- 15.07 Candidates to whom a position has been offered will accept in writing, by signing and returning a signed copy of the Student Appointment Acknowledgement within five (5) working days of receipt of the offer, unless prevented from doing so for a valid reason.

- 15.08 Notwithstanding 15.06 and 15.07, a position posted under Article 10.02 b) may be offered verbally and must be accepted within twenty-four (24) hours of the offer. The offer and acceptance shall subsequently be confirmed in writing by both parties in accordance with 15.06 and 15.07.

Indemnity for Withdrawal of Offer

- 15.09 The Employer may only withdraw a Tutorial Assistant and Lab Instructor position offered to a candidate if the course or lab is no longer being offered during that term. In this case, the Employer shall make every reasonable effort to find a suitable alternate position for the Employee, or provide two (2) week compensation in lieu.
- 15.10 An Employee who wishes to resign from their position shall provide a minimum of one (1) week written notice to their Employment Supervisor.

ARTICLE 16: EMPLOYEE FILE

- 16.01 Employee files shall be separate from an employee's academic record and shall contain only those documents that are related to their employment.
- 16.02 No anonymous material shall be placed in the Employee File.
- 16.03 An Employee may, on written request, obtain one (1) copy of any document on the Employee File, at no cost.
- 16.04 The material in this file may include, but shall not be limited to, the Employee's curriculum vitae, letters of application, salary and work history, disciplinary material, decisions and recommendations together with the reasons arising from personnel decisions involving the Employee.
- 16.05 Records of grievance and arbitration procedures shall be kept separately from the Official Employee File. No record indicating that an Employee has invoked the grievance and arbitration procedures of this Agreement shall be placed in their Official Employee File, except in the case where the grievance or arbitration results in an employment action which requires documentation.
- 16.06 None of the contents of the Official Employee File shall be released or made available to any person without the consent of the Employee, except when required:
- a) for official University administrative purposes;
 - b) for grievance and arbitration purposes;
 - c) by this Agreement; or
 - d) by law.

ARTICLE 17: SENIORITY

- 17.01 An Employee's seniority shall equal their number of hours worked since their date of hire in the Bargaining Unit provided, they have not had a break in bargaining unit employment of greater than two (2) year.

- 17.02 Seniority List: The Employer shall maintain a seniority list showing the date on which each Employee's employment commenced in the Bargaining Unit, the classification and level, and number of hours of seniority accumulated in the Bargaining Unit. The Employer shall supply the Union with, and post copies of this list by April 30th of each calendar year on the employee intranet. Hard copies of the seniority list shall be provided to Employees upon request.
- 17.03 Loss of Seniority: An Employee shall not lose seniority rights if they are absent from work due to a leave of absence approved by the Employer.

An Employee shall lose all seniority rights in the event:

1. The Employee is discharged for just cause and not re-instated.
2. The Employee resigns in writing and does not withdraw within two (2) days after the Employer receives the letter of resignation.
3. The Employee is absent from work in excess of five (5) working days without notifying the Employment Supervisor, unless such notice was not reasonably possible.
4. has had a break in bargaining unit employment greater than two (2) years.

ARTICLE 18: HEALTH AND SAFETY

- 18.01 The Employer recognizes its responsibility to provide a workplace that is safe and healthy and shall maintain proper standards on University premises in conformity with all applicable acts, regulations and codes.
- 18.02 The Employer will inform Employees of the safety standards and regulations in force in the area in which they work.
- 18.03 The Employer shall provide Employees with standard health and/or safety training. An Employee is deemed to be at work during any training required by the Employer, and the training period shall be paid according to terms of this Collective Agreement.
- 18.04 The Employer shall provide any special protective equipment or other articles required by law for the protection of the Employees.
- 18.05 An Employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the work day at the Employee's regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the Employee is fit for further work on the shift.
- 18.06 In order to promote the Occupational Health and Safety of employees, the

Employer acknowledges the right of the Union to have a representative on the UPEI Joint Occupational Health and Safety Committee. The Union shall notify the Employer in writing of the Union representative.

ARTICLE 19: PAID HOLIDAYS

19.01 For all Employees, the following paid holidays shall be observed on the calendar day on which they fall. Employees who are not obliged to work on these days shall be paid the equivalent of their average days' pay for each holiday.

- (a) New Year's Day
- (b) Islander Day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) Canada Day
- (g) Civic Holiday (Gold Cup and Saucer Day)
- (h) Labour Day
- (i) National Day for Truth and Reconciliation
- (j) Thanksgiving Day
- (k) Remembrance Day
- (l) Christmas Day
- (m) Boxing Day
- (n) Any additional day duly proclaimed as a Prince Edward Island or Canadian statutory holiday.

19.02 Employees who are required to work on a paid holiday, as listed above, shall be paid at the rate of time and one-half (1.5) the regular hourly rate for hours worked in addition to an average days' pay.

ARTICLE 20: LEAVE OF ABSENCE

20.01 In addition to the leaves outlined in the *Employment Standards Act* and, in this article, the Employer may, in its sole discretion and under exceptional circumstances, grant leaves of absence with or without pay to Employees for legitimate reasons. Requests for such leave shall not be unreasonably denied.

20.02 Upon written approval by the Employment Supervisor, an Employee may arrange for leave by way of exchanging duties with another Employee. Permission for such exchanges or substitutions shall be requested as far in advance as possible and shall not be unreasonably denied.

20.03 Academic Conference Leaves

Subject to the approval of the Employment Supervisor where the Employee works and supported by evidence of active participation at an academic conference relevant to the Employee's discipline, an Employee shall be granted Academic Conference Leave

without loss of pay up five (5) calendar days per year between September 1 and the following August 31. At least four (4) weeks' notice must be provided to the Employment Supervisor.

20.04 **Bereavement Leave**

- a. An Employee may apply for, and shall be granted, bereavement leave without loss of pay in the event of the death of the Employee's spouse, common-law spouse, same-sex partner, parent (including a person who is acting in loco parentis), child (including stepchild and foster child), siblings (including step-siblings), grandparent, grandchild, mother-in-law, father-in-law, or any relative permanently residing in the same temporary or permanent residence of the Employee, for up to 10 hours over a maximum of five (5) consecutive days. Upon application, the Employer will consider granting reasonable travel time in addition to the leave granted under this Article.
- b. An Employee may apply for, and shall be granted, bereavement leave with pay in the event of the death of the Employee's aunt, uncle, cousin, niece, nephew, brother-in-law or sister-in-law, for a maximum of one (1) day. Upon application, the Employer will consider granting reasonable travel time in addition to the leave granted under this Article.
- c. Upon request, an Employee may defer some or all of the bereavement leave to a later date to coincide with the funeral or memorial service.

20.05 **Labour Conferences, Conventions and Union Training**

- a. Upon written request to the Employment Supervisor, the Employer shall grant a leave of absence without pay, where operational requirements permit, for up to three (3) Employees at one time and a maximum of five (5) Employees per calendar year who may be elected or selected by the Union to attend labour conferences or conventions. Such requests shall not be unreasonably denied.
- b. Operational requirements permitting, the Employer shall grant a leave of absence without pay, not to exceed two (2) weeks per Academic Year, to a Union representative who is attending a Union training session. At least two (2) weeks' notice must be provided to the Employment Supervisor. Such requests shall not be unreasonably denied.
- c. The Employer shall grant leave of absence with pay to three (3) members of the bargaining unit for the purpose of contract negotiations. The Employer and the Union shall make every reasonable effort to schedule negotiating sessions at times that do not interfere with the Graduate Student Employee's employment duties. When this is not possible, members of the Union's Negotiating Committee shall be permitted the required time off to attend actual negotiating sessions with the University without loss of pay. In such cases the Graduate Student Employee shall make every reasonable effort to arrange an exchange or substitution for her or his scheduled duties acceptable to the Supervisor. When this is not possible, the Supervisor shall make such arrangements.

20.06 Sick Leave

Employees shall be granted paid sick leave up to ten (10) hours per semester. Such sick leave will only apply to regularly scheduled classroom or laboratory contact hours. To qualify for sick leave, the Employee must notify the Employment Supervisor as to the expected duration of the illness or injury. The Employer may require a medical certificate from the Employee.

20.07 An Employee will not experience a reduction in pay as a result of a University decision to close due to inclement weather or other unforeseeable circumstances.

ARTICLE 21: WAGES AND PAY ADMINISTRATION

21.01 Graduate Student Employees hourly wages, effective May 1, 2023 to April 30, 2026 shall be as follows:

Level	Current	1 st full pay period following signing of agreement	1-May-24	1-May-25	Level
L3	\$20.20	\$23.90	\$27.00	\$27.81	L GS
L4	\$24.00	\$25.75	\$27.00	\$27.81	

* Employees shall be entitled to 4% vacation pay.

In lieu of retroactivity, a lump sum signing bonus to be payable as soon as possible after signing of the agreement:

- L3 = \$500
- L4 = \$250

21.02 Rates of pay for Graduate Student Employees are expressed as hourly rates of pay and are as established in the pay grid above.

21.03 The rate of pay for Graduate Student Employees is paid in arrears in bi-weekly installments for the term of the position.

21.04 Any payment that is inadvertently missed shall be made up in full in the pay period following receipt of the corrected hours.

21.05 In the event an error is made by the Employer that results in an overpayment to an Employee, the Employer will contact the Employee in writing to discuss and agree upon a reasonable repayment schedule.

ARTICLE 22: DURATION

22.01 This Agreement shall be effective from May 1, 2023 to April 30, 2026 and shall remain in effect thereafter until a new agreement is signed.

Note: wage rates become effective on the first full pay period following the signing date.

ARTICLE 23: EXPENSES AND ACCESS TO FACILITIES

- 23.01 Where the Employer approves travel required for the performance of the Graduate Student Employee's duties and responsibilities, the Employer shall reimburse the Graduate Student Employee for all reasonable travel related expenses in accordance with university policies. All travel by Graduate Student Employees requires prior approval by the Supervisor.
- 23.02 The Employer shall provide Graduate Student Employees with access to appropriate job-related resources and space that is conducive to perform their duties and responsibilities.


ARTICLE 24: ORIENTATION AND TRAINING

- 24.01 The Employer shall provide orientation and job specific training to all bargaining unit Employees related to their duties and responsibilities, as required. Such training may be provided either by program, department, faculty or university wide.
- 24.02 Time spent attending training and orientations shall be considered time worked.

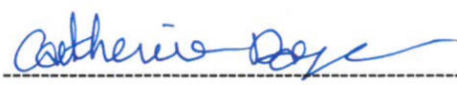
IN WITNESS WHEREOF, the parties hereto have executed the agreement by their duly authorized officials the 2nd day of May, 2024.

FOR University of Prince Edward Island

FOR Public Service Alliance of Canada
(PSAC Local 8600)



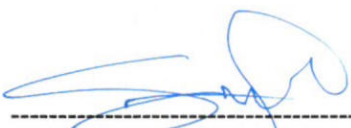
Susan Connolly, Vice President,
People and Culture



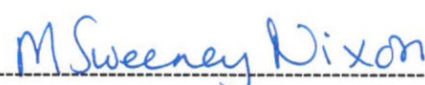
Catherine Doyle, Bargaining Team Member




Kelly Drummond, Director
Human Resources




Mukhayyo Sultanova, Bargaining Team
Member



Dr. Marva Sweeney-Nixon,
Bargaining Team Member



Hassan Husseini, PSAC Negotiator



Virginia Wickstrom, Bargaining Team Member



Chris Di Liberatore, Regional Executive Vice
President Atlantic

Letter of Understanding
Regarding
University Policies Review
Employees in PSAC Local

The Parties acknowledge that during the life of the collective agreement, the Employer will engage in a review of its policies on intellectual property, academic freedom, technological change and equity, diversity and inclusion. The parties also acknowledge that these policies may have an impact on the terms and conditions of employment of Graduate Student Employees in the PSAC bargaining unit.

The Employer agrees to meaningfully consult with the Union as part of the University wide review process of the above cited policies. The Parties commit to discuss the results of the review at the next round of negotiations with a view to adding appropriate provisions in the collective agreement.