



COLLECTIVE AGREEMENT

between the

PEI FEDERATION OF LABOUR
(Hereinafter called the "Employer")

and the

Canadian Union of Public Employees (CUPE) Local 1770-7
(Hereinafter called the "Union")

May 1, 2018 - April 30, 2021

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ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- 1) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- 2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- 3) to encourage efficiency in operations; and
- 4) to promote the morale, well-being and security of all Employees in the Bargaining Unit of the Union.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of Employees be drawn up in a Collective Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights are limited by this Agreement shall be decided through the grievance and arbitration procedure.

2.02 Not Discriminatory

The Employer shall not exercise its right to direct the working forces in a discriminatory manner nor shall these rights be used in a manner which would deprive any present Employee of his/her employment, except through just cause.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Prince Edward Island Federation of Labour, hereinafter called the "Employer", recognizes the Canadian Union of Public Employees and its Local 1770-7, hereinafter called the "Union", as the sole and exclusive Collective Bargaining Agent for all of its Employees.

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3.02 Work of the Bargaining Unit

Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except in cases mutually agreed upon by the Parties.

3.03 Part-Time and Temporary Employees

This Collective Agreement is fully applicable to all part-time, temporary, or casual Employees, unless otherwise specified.

3.04 No Other Agreements

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

4. Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, family relationship, place of residence, nor by reason of his/her membership or activity in the Union, or any other reason.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5. All Employees to Be Members

All Employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. All new Employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment. This Article shall not cover persons as defined in Article 3.02.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Checks-Off Payments

The Employer shall deduct from every Employee any dues, initiation fees or assessments levied, in accordance with the Union Constitution and By-Laws.

6.02 Deductions

Deductions shall be made from the first payroll of each month (or from each pay) and shall be forwarded to the Secretary-Treasurer of the Union no later than the 15th day of the month, accompanied by a list of the names, addresses and classifications of Employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the National Office of the Canadian Union of Public Employees.

In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this Collective Agreement or existing legislation, the Employer will provide the Union with the name, employment status (such as full-time, part-time, temporary, seasonal, casual), classification/job title, branch, worksite, regular earnings, work schedule and total hours worked.

6.03 Dues Receipts

At the same time that Income Tax T-4 slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

ARTICLE 7 - THE EMPLOYEES AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits and duties of



union membership. A maximum of sixty minutes will be allowed for this purpose within regular working hours and without loss of pay for the employee.

7.02 Notification of New Hires

The Union shall be notified of the full name, position and employment status, start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

7.03 Copies of Agreement

On commencing employment, the Employee's immediate Supervisor shall introduce the new Employee to his/her Union Steward or Representative. The Steward and Representative will provide him with a copy of the Collective Agreement.

ARTICLE 8 - LABOUR-MANAGEMENT

8.01 Representation

The Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the Bargaining Unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an Employee or group of Employees, an elected or appointed Representative of the Union shall be the Spokesman. In order that this may be carried out, the Union shall supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its Supervisory Personnel with whom the Union may be required to transact business.

8.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

8:03 Functions of the Committee

A Labour Management Committee shall be established by each Employer consisting of two (2) representatives from each Local and up to two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the Employees.



8.04 Representative of the Canadian Union of Public Employees

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

8.05 Meeting of Committee

The Committee shall concern itself with the following general matters:

- (a) Considering constructive criticisms of all activities, so that better relations shall exist between the Employer and the Employees,
- (b) Improving and extending services to the public,
- (c) Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service),
- (d) Correcting conditions causing grievances and misunderstandings,
- (e) Opportunities for Employees to engage in job familiarization activities aimed at enlarging the range of skills of Employees

8.06 Time Off for Meeting

- (a) The Committee shall meet three to four times yearly. Employees shall not suffer any loss of pay for time spent with this Committee.
- (b) Minutes of each meeting of the Committee shall be prepared by the Federation Administrative Assistant and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the C.U.P.E. representative and the Employer shall receive a copy of the minutes within ten (10) days following the meeting.
- (c) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining.
- (d) A representative of the Employer and of the Local Unit shall be designated as joint chairpersons and shall alternate in presiding over meetings.



ARTICLE 9 - RESOLUTIONS AND REPORTS OF THE BOARD

9.01 Employer Shall Notify Union

The Employer agrees that any reports or recommendations about to be made to the Council/Board dealing with matters of policy and/or conditions of employment and which affect Employees within this Bargaining Unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Council/Board.

9.02 Copies of Resolutions

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Council/Board which affect the members of this Union are to be:

- (1) forwarded to the Union; and
- (2) posted on all bulletin boards.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Recognition of Union Representatives and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Representative. The Representative shall assist any Employee which the Representative represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

10.02 Definition of Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly or improperly.

10.03 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The aggrieved Employee(s) will submit the grievance to his/her Representative within fifteen (15) working days of the date of the incident giving rise to the grievance or from the date the party filing the grievance first had knowledge of the grounds giving rise to the grievance, whichever is later.

Step 2

If the Representative considers the grievance to be justified, he/she will first seek to settle the dispute with a Committee of three (3) from the Employer.

Step 3

Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 2, the Representative will submit to the Executive of the Federation, a written statement of the particulars of the grievance and the redress sought. The Executive at the next regular meeting shall hear the particulars from the Representative and grievor. The Executive shall render a decision in writing within three (3) days of the hearing.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

10.04 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

10.05 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings.

10.06 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedures.

10.07 Failure to Act Within Time Limits

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.

10.08 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he/she deems just and equitable.

ARTICLE 11 - ARBITRATION

11.01 Composition of the Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two Arbitrators shall then meet to select an impartial Chairman.

11.02 Failure to Appoint

If the party receiving the notice fails to appoint an Arbitrator, or if the (2) two appointees fail to agree upon a Chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party. (Note: Provision may also be made for a single arbitrator from a list agreed upon by the parties in advance).

11.03 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairman is appointed.

11.04 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

11.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision which it shall do within five (5) days.

11.06 Expenses of the Board

Each party shall pay:

- 1) the fees and expenses of the Arbitrator it appoints; and
- 2) one-half of the fees and expenses of the Chairman.

11.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

11.08 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any Employee(s) concerned as witnesses and any other witnesses.

11.09 Both parties agree that only Labour Representatives, Business Agents, Executive members of any Federation of Labour shall be used in any arbitration procedure, i.e. to sit on a Board.

11.10 Both parties may mutually agree to use a single Arbitrator. If such agreement cannot be reached, the preceding Board procedure shall be used.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Principle of Innocence

Both parties agree that an Employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an Employee who has completed his/her probationary period and which may result in the suspension or discharge of the Employee, the following procedure shall be followed.

12.02 Discipline Procedure

The Employee shall be notified in writing of the action and/or penalty, with a copy to the President of the Union. The Employee shall continue his/her employment with all rights and privileges while the Employer processes a grievance with the Union Grievance Committee which shall render a decision within five (5) days. Should the dispute not be resolved by the grievance procedure, the Employee shall continue his/her employment with all rights and privileges, unless an Arbitration Board upholds the Employer's request to discipline the Employee in the manner outlined in the notice.

12.03 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.

12.04 Warnings

Whenever the Employer or his/her authorized Agent deems it necessary to censure an Employee, in a manner indicating that dismissal may follow any further infraction or may follow if such Employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the President of the Union, with a copy to the Employee involved.

12.05 Crossing of Picket Lines during a Strike

An Employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of labour disputes. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

12.06 Adverse Reports

- (a) Where the Employer determines that a complaint concerning an Employee is worthy of written dissatisfaction or that there is a complaint that requires investigation, the Employee will be notified within ten (10) working days of the Employer becoming aware of the event or the complaint. This notice shall include, where known, details of the incident which led to the complaint. If this procedure is not followed, such complaint shall not become part of the Employee's record or be used against him/her at any time.



- (b) Before any written expression of dissatisfaction is placed in the Employee's personal file, he/she shall examine the document and shall be requested to sign it. This signature is placed thereon with the expressed understanding that his/her signature does not necessarily indicate agreement with the contents. The Employee's reply to the written expression of dissatisfaction shall become part of his/her record.
- (c) Upon the Employee's written request, any record of disciplinary action regarding an Employee shall be removed from his/her file after the expiration of a period of twelve (12) months provided no further disciplinary action, reprimand or adverse report has been received during this period. In the event that a written request is not received, the record of disciplinary action shall not be used against him/her after the twelve (12) month period.

12.07 Personal File

Any personal record pertaining to an Employee's appointment, transfer, leave of absence, employment contract or promotion shall be made in writing with a copy given to the Employee, a copy placed in his/her official personnel record file and a copy shall be sent to the President of the Union within ten (10) working days.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of service in the Bargaining Unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the workforce and recall. Seniority shall operate on a bargaining unit-wide basis.

13.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

13.03 Probation for Permanent Employees

A newly hired permanent Employee shall be on probation for a period of ninety (90) days worked from the date of hiring. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement.

After completion of the probationary period, seniority shall be effective from the original date of employment.

13.04 Loss of Seniority

An Employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer.

An Employee shall only lose his/her seniority in the event:

- 1) he/she is discharged for just cause and is not reinstated;
- 2) he/she is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- 3) he/she resigns in writing and does not withdraw within two (2) days;
- 4) he/she fails to return to work within seven (7) calendar days following a layoff after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address. An Employee recalled for casual work or employment of a short duration at a time when he/she is employed elsewhere, shall not lose his/her recall rights for refusal to return to work; and
- 5) he/she is laid off for a period longer than two (2) years.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

When a vacancy or a new position is created other than elected positions, either inside or outside of the Bargaining Unit, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one (1) week, so that all members will know about the vacancy or new position. Positions shall be advertised within one (1) week of vacancy.

14.02 Information on Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

14.03 No Outside Advertising

No outside advertisement for any vacancy shall be placed until the applicants of present Employees have been fully processed.

14.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- 1) the principle of promotion within the service of the Employer; and
- 2) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 14.02. Appointments from within the Bargaining Unit shall be made within three (3) weeks of posting.

14.05 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for qualifications prior to filling of vacancy. Such Employee will be given a trial period to qualify within a reasonable length of time and to revert to his/her former position if the required qualifications are not met within such time.

14.06 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hiring's, layoffs, transfers, recalls and terminations of employment.

14.07 Training Courses

The Employer shall bulletin any training courses and experimental programs for which Employees may be selected. The bulletin shall contain the following information:

Type of course (subjects and material to be covered).

Time, duration and location of this course.

Basic minimum qualifications required for applicants.



This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all Departments to afford all interested Employees an opportunity to apply for such training.

The senior qualified applicant shall be selected.

ARTICLE 15 - LAYOFFS AND RECALLS

15.01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their bargaining-unit-wide seniority.

15.02 Recall Procedure

Employees shall be recalled in order of their seniority.

15.03 No New Employees

No new Employees shall be hired until those laid off have been given the opportunity of recall.

15.04 Advance Notice of Layoff

Unless legislation is more favourable to the Employees, the Employer shall notify Employees who are to be laid off, ten (10) working days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

15.05 Continuation of Benefits

The Employer agrees to pay the full coverage for all Employee benefit plans for Employees laid off for periods of less than six (6) months. In the event of a longer layoff, Employees so affected shall have the right to continue this coverage through direct payments.

15.06 Grievances on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 4 of the Grievance Procedure.



ARTICLE 16 - HOURS OF WORK

16.01 The minimum work week will consist of six (6) hours daily from Monday to Friday for a total of thirty (30) hours weekly. Suggested hours are from:

9:00 a.m. to 12 noon
1:00 p.m. to 4:00 p.m.

With the exception, on the day of the monthly PEI Federation of Labour Board Meeting, the Administrative Assistant will work from 2:00 p.m. to 8:30 p.m. with an unpaid break.

The Employer in consultation with or at the request of the Employee may implement a variation of the above hours designed to provide for individual preferences and work habits of the Employee while, at the same time, ensuring the efficient operation of the Employer's office.

There will be at least one-month notification of any permanent increase of hours.

16.02 Condensed Work Week – Summer Hours

The Employer will allow for summer hours to be established from the first Monday in June to the last Friday in September, suggested hours are from:

**Monday to Thursday - 8:00 a.m. – 4:00 p.m.
(with an unpaid ½ hour break)**

With the exception, that on the day of the monthly PEI Federation of Labour Board Meeting, the Administrative Assistant will work from 2:00 p.m. to 8:30 p.m. with an unpaid break.

ARTICLE 17 – OVERTIME

17.01 Overtime Defined

All time worked before or after the regular workday and the regular workweek, or on a holiday, shall be considered overtime.

17.02 Compensation for Work before and After Daily Scheduled Hours

Overtime worked before and after the regular daily hours, shall be paid at the rate of time and one-half (1½).



17.03 Compensation for Work on the 6th Day not regularly scheduled

Overtime worked on any 6th day (not regularly scheduled) shall be paid at the rate of double (2) time.

17.04 Compensation for Work on Paid Holidays not regularly scheduled

Overtime worked on a holiday when the Employee was not scheduled to work shall be paid at the rate of double (2) time for the work performed.

17.05 Payment for or Supply of Meals

An Employee required to work more than two (2) hours overtime shall be provided with a meal or an allowance of eighteen dollars (\$18) by the Employer.

17.06 No Layoff to Compensate for Overtime

An Employee shall not be required to layoff during regular hours to equalize any overtime worked.

17.07 Overtime for Part-Time Employees

A part-time Employee working less than the regular working hours per day or week shall be paid at straight time pay during his/her regularly scheduled part-time hours.

Overtime rates shall apply after his/her regular hours in the working day or week and for all work performed on holidays and regular days off.

17.08 Call back Pay Guarantee

An Employee who is called back to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at overtime rates. He/she shall be paid from the time he/she leaves his/her home to report to duty, until the time he/she arrives back upon proceeding directly from work.

17.09 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an Employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed by the Employee and the Employer.

ARTICLE 18 - HOLIDAYS

18.01 Paid Holidays



The Employer recognizes the following as paid holidays:

New Year's Day	Good Friday
Victoria Day	Easter Monday
Remembrance Day	Canada Day
Thanksgiving Day	Islander Day
Christmas Day	Boxing Day
Labour Day	Gold Cup & Saucer Day

and any other day proclaimed as a holiday by the Provincial Government, plus all days between December 23rd and January 2nd (except Saturdays and Sundays).

18.02 Compensation for Holidays Falling on Saturday

When any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

18.03 Compensation for Holidays Falling on Sunday

When any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

ARTICLE 19 - VACATIONS

19.01 Length of Vacation

An Employee shall receive an annual vacation with pay in accordance with his/her years of employment as follows:

Less than one year - 1¼ working day for each month

One year or more - fifteen (15) working days

In the calendar year
of the 8th anniversary
and each year thereafter - twenty (20) working days

In the calendar year
of the 12th anniversary
and each year thereafter - twenty-five (25) working days



In the calendar year
of the 18th anniversary
and each year thereafter - thirty (30) working days

The calendar year shall extend from January 1st to December 31st.

On request, an Employee shall qualify for up to a maximum of 20 working days per calendar year of unpaid leave after five (5) years of employment at a time mutually agreed upon with the Employer.

19.02 Compensation for Holidays Falling within Vacation Schedule

If a paid holiday falls or is observed during an Employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time designated by the Employee.

19.03 Vacation Pay on Termination

An Employee terminating his/her employment at any time in his/her vacation year, before he/she has had his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

19.04 Vacation Pay on Retirement

On retirement, an Employee shall be entitled to the accrued vacation or vacation pay which he/she has earned at the time of retirement.

19.05 Vacation Period

An Employee shall be entitled to receive his/her vacation at times mutually agreed upon between the Employee and the Employer. No vacation leave request shall be reasonably denied or unreasonably requested.

19.06 Approved Leave of Absence During Vacation

When an Employee qualifies for sick leave, bereavement or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, on mutual agreement.

19.07 Overtime Vacation Rate

No Employee shall be required to work during his/her scheduled vacation period. However, should an Employee agree to work when requested during his/her scheduled vacation, he/she shall be paid at double the regular rate of pay plus one vacation lieu day off for each day in which he/she performed any work.

19.08 No Employee shall accumulate more than the equivalent of one-year (1) vacation entitlement whether through the non-use of vacation or leave credits in lieu of overtime pay.

19.09 Employees vacation preference shall be requested prior to April 1st of each year and the vacation schedule posted by April 1st. The schedule shall not be changed unless emergency requirements of the workplace forces postponement of such vacation or unless mutually agreed upon by the Employee and the Employer.

ARTICLE 20 - SICK LEAVE PROVISIONS

20.01 Sick Leave Defined

- (a) Sick leave means that period of time an Employee is permitted to be absent from work with full pay by virtue of being sick, or disabled or engaging in personal preventative health or dental care, or because of any injury.
- (b) An Employee who is absent from work because of illness must notify his/her immediate superior of the absence at least one (1) hour before his/her shift commences and if the Employee wishes to use sick leave for such absence, he/she must make application for leave on the prescribed form.
- (c) An Employee engaging in personal preventative health or dental care who will be absent from work shall notify his/her immediate superior of the absence at least forty-eight (48) hours before his/her shift commences, except that in an emergency situation the advance notice shall be waived by the Employer. If the Employee wishes to use sick leave for such absence, he/she shall make application for leave on the prescribed form.

20.02 Annual Paid Sick Leave

Eighteen (18) days sick leave per year shall be earned by an Employee at the rate of one and one-half (1½) days for every month an Employee is employed.

20.03 Accumulation of Sick Leave

An Employee shall be entitled to an accrual of all the unused portion of sick leave for future benefits up to and including two hundred (200) days.



20.04 Illness in the Family

Where no one other than the Employee can provide for the needs during illness of an immediate member of his/her family (as defined in Article 21.05), an Employee shall be entitled, after notifying his/her Supervisor, to use a maximum of five (5) accumulated sick leave days on a yearly basis per illness for this purpose.

20.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than one-half ($\frac{1}{2}$) a day shall not be deducted. Absence for one-half ($\frac{1}{2}$) a day or more and less than one (1) full day, shall be deducted as one-half ($\frac{1}{2}$) day.

20.06 Proof of Illness

The Employer reserves the right to investigate any reported illness of an Employee. If after investigation the Employer feels that there may be abuse of sick leave or if the illness is in excess of five (5) consecutive working days, the Employee will be required to submit proof of illness from a medical practitioner.

20.07 Sick Leave during Leave of Absence and Layoff

When an Employee is given a leave of absence without pay (excluding Workers' compensation benefits), he/she shall not receive sick leave credits for a period of such leave on his/her return to work. When an Employee is laid off on account of lack of work, he/she shall not receive sick leave credits for any period of such absence but shall retain his/her cumulative credits, if any, existing at the time of such layoff.

20.08 Borrowing of Sick Leave

An Employee with more than one (1) year of service who has exhausted his/her sick leave credits shall be allowed to borrow sick leave to a maximum of fifteen (15) working days. Upon his/her return to duty, the Employee shall repay the extension of sick leave in full at the rate of one-half of his/her monthly accumulation. No Employee shall have his/her services terminated by virtue of having exhausted his/her sick leave credits.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Negotiation Pay Provisions



Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

21.02 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

21.03 Leave of Absence for Union Functions

Upon request to the Employer, an Employee elected or appointed to represent the Union at Conventions shall be allowed a leave of absence with pay and benefits. Leave of absence without pay but without loss of benefits shall be allowed for Employees to attend Executive and Committee meetings of CUPE, it's Organization with which the Union is affiliated.

21.04 Leave of Absence for Full-Time Union or Public Duties

- a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of benefits so that the Employee may be a candidate in Federal, Provincial or Municipal elections.
- b) An Employee who is elected to public office shall be allowed a leave of absence without loss of seniority during his/her term of office.
- c) An Employee who is elected or selected for a full-time position with the Union or any body, with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during his/her term of office. Such Employee shall receive his/her pay and benefits as provided for in this Agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

21.05 Paid Bereavement Leave

- (a) An Employee shall be granted bereavement leave for five (5) regularly scheduled consecutive working days, provided the days are taken within seven (7) days of the death, without loss of pay and benefits in the case of the death of the following members of his/her immediate family:

- spouse and common-law spouse,

- parent or step-parent (parent includes guardian, foster parent and any person(s) standing in (loco parentis),
 - child or step-child.
- (b) An Employee shall be granted bereavement leave for three (3) regularly schedule consecutive working days, provided the days are taken within five (5) days of the death, without loss of pay and benefits in the case of the death of the following members of his/her immediate family:
- brother, sister, **step-brother, step-sister,**
 - mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law,
 - grandparent, grandchild, former guardian, ward,
 - and any relative who has been residing in the same household,
- (c) An Employee shall be granted bereavement leave for one (1) working day to attend the funeral of an aunt, uncle, niece or nephew without loss of pay or benefits.

21.06 Pallbearer

- (a) One-half (1/2) day's leave without loss of pay or benefits shall be granted to an Employee to attend a funeral as a pallbearer.
- (b) For an Employee acting as a pallbearer, he/she shall be granted an additional one-half (1/2) day, where necessary, to fulfil other functions and obligations normally expected of a pallbearer without loss of pay or benefits.

21.07 Medical Care Leave

Employees shall be allowed up to three (3) days per annum paid leave of absence in order to engage in personal preventive medical health and dental care. On request, Employees may be required to show proof of medical or dental care.

Maternity and Parental Leave

21.08 Service Requirements for Maternity Leave

An Employee shall qualify for maternity leave after completion of the probationary period. The Employer shall not deny the pregnant Employee the right to continue employment during the period of pregnancy.

21.09 Length of Maternity and Parental Leave

All Employees shall be eligible for maternity and parental leave. An eligible Employee shall, upon request, be granted leave of absence without pay and or loss of seniority for maternity and parental leave for a period of not more than twelve (12) consecutive months.

The Employer will grant a maternity top up for a period of fifteen (15) weeks at the rate of ninety-three percent (93%) of regular wages.

21.10 Seniority Status During Maternity and Parental Leave

While on maternity leave, an Employee shall retain his/her full employment status.

21.11 Employer Payment of Employee Benefits during Maternity and Parental Leave

During the period of maternity and parental leave, the Employer shall continue to pay the hospital, medical and group insurance benefits in the Collective Agreement.

21.12 Procedure Upon Return from Maternity and Parental Leave

When an Employee decides to return to work after maternity leave, he/she shall provide the Employer with at least three (3) weeks' notice. On return he/she shall be placed in her former position. If the former position no longer exists, he/she shall be placed in an equivalent position in his/her department.

21.13 Family Leave

An Employee shall be granted one (1) day's leave with pay and without loss of benefits for the birth of their child.

21.14 General Leave

(a) The Employer may at its discretion and upon such terms as it deems advisable, grant leave of absence with or without pay to an Employee. No general leave shall be unreasonably denied or unreasonably requested. Except for leaves of absence for medical reasons, such leave of absence shall not exceed twenty-four (24) months.

(b) Leave of absence with pay and without loss of benefits:

<u>Reason</u>	<u>Leave of Absence</u>
Marriage of Employee's child	the day of the Wedding
Serious fire or flood in Employee's home	Up to three (3) days
Moving Employee's household	Maximum of one (1) day per year
Employee's marriage	Three (3) working days at the discretion of the Employee

21.15 Time Off for Elections

Employees shall be allowed four (4) consecutive hours off with pay before the closing of the polls in any Federal, Provincial or Municipal election or referendum.

21.16 Paid Jury or Court Witness Duty Leave)

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or witness in any court. The Employer shall pay such an Employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The Employee will present proof of services and the amount of pay received. Time spent by an Employee required to serve as a court witness in any matter arising out of his/her employment, shall be considered as time worked at the appropriate rate of pay.

21.17 Leave for Court Appearance

In the event that an Employee is accused of an offence which requires a court appearance, he/she shall be entitled to leave of absence without loss of seniority, benefits and pay.

21.18 Education Leave

An Employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications.

21.19 Earned Vacation and Sick Leave on Death

If an Employee who has been granted more vacation or sick leave with pay than he/she has earned dies, the Employee is considered to have earned the amount of leave with pay granted to her/him.

21.20 Earned Vacation and Sick Leave on Termination

When the employment of an Employee who has been granted more vacation or sick leave with pay than he/she has earned is terminated by layoff or otherwise, he/she is considered to have earned the amount of leave with pay granted to her/him.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each Employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions.

22.02 Rate of Pay on Promotion

When an Employee is promoted to another classification and such promotion would not otherwise result in any increase in salary at the time, such Employee shall be placed in an experience grade in his/her new classification which will provide an immediate increase over his/her previous salary rate. The date of promotion to the new classification shall become the anniversary date for application of the salary progression. After three (3) months at the higher rate, the Employee shall be reclassified at that rate.

22.03 Pay on Temporary Transfers, Higher Rated Job

When an Employee temporarily relieves in or performs the principal duties of a higher paying position at a flat rate of pay, he/she shall receive the rate for the job. When an Employee temporarily relieves in or performs the principal duties of a higher paying position for which a salary range has been established, he/she shall receive the rate in the salary range which is higher than his/her previous rate. The Employee shall qualify for any pay increments based on his/her length of service in his/her temporary assignment. Where the higher position is outside the Bargaining Unit, he/she shall receive the rate of pay of the position filled with a minimum increase of 15%. The Employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer.



22.04 Pay on Transfer, Lower Rated Job

When an Employee is assigned to a position paying a lower rate, his/her rate shall not be reduced.

22.05 Retirement Allowance

The Employer shall pay an Employee retirement allowance equal to five (5) days per year of service to a maximum of one hundred twenty-five (125) based on the following eligibility requirements:

- (a) when an Employee having ten (10) or more years of continuous service retires at age 55 or more; or
- (b) when an Employee has thirty (30) years of continuous service; or
- (c) when an Employee having five (5) or more years of continuous service retires due to a permanent disability which prevents him/her from continuing employment.

22.06 Mileage Allowance

Mileage rates paid to an Employee using his/her own vehicle for the Employer's business shall be as follows:

- a) Forty-five (.45) cents per kilometre. All mileage shall be calculated from the first (1st) day to the last day of each calendar month.
- b) As a condition of employment, the Employer shall not require an Employee to own a vehicle. When transportation is required, the Employee may, with the approval of the Employer, elect to use his/her own vehicle at the above mileage rate. If an Employee does not elect to use his/her own vehicle, the Employer shall, when necessary, provide alternative transportation appropriate to the occasion.
- c) The mileage rate will be the amount established by the Federation of Labour for all Employees and members. (example 2009 rate was .45)

22.07 Educational Allowance

The Employer shall pay the cost of an academic or technical course approved by the Employer. If an Employee's application for approval is denied, the Employee shall be given the reason in writing.

22.08 Cash Shortages

Any Employees handling cash shall not be responsible for shortages, except in the case of criminal negligence.

22.09 Severance Pay

(a) An Employee shall be given thirty (30) days' notice and severance pay on the basis of one (1) weeks' pay at the regular rate for the position last occupied for every year of employment to a maximum of twenty-five (25) weeks' pay, when the Employer:

- i) ceases wholly or partially the operations;
- ii) merges with another Employer;
- iii) changes operating methods;

and the Employer is unable to provide work for a displaced Employee at the same regular rate of pay in a comparable class of work.

(b) An Employee with five (5) or more years of seniority shall be given severance pay on the basis of one (1) week's pay at the regular rate for the position last occupied for every year of employment if the Employee:

- i) retires due to illness, accident, death or age;
- ii) quits.

22.10 Group Life and Group Medical Insurance

- a) Effective May 1, 1994, the Employer agrees to pay 100% of the applicable premium, including administrative costs, on behalf of each Employee who is a participant in the Union Group Life and Group Medical Insurance Plans outlined in Schedule B.
- b) In the event of an increase in premium for either of the above options, the Employer agrees to continue the 100% cost-sharing arrangement in the two (2) plans, provided that the benefits in the plans are not increased.
- c) The parties agree that all new Employees, who qualify under the eligibility terms and conditions of the Union Group Life and Group Medical Insurance Plan, shall as a condition of employment, participate in such Plans.
- d) Article 23.12(c) shall not apply to new Employees who are covered by their spouse's Group Life and/or Group Medical Insurance Plans.



- e) When an Employee is granted unpaid leave for purposes of maternity or illness or adoption leave, the Employer shall continue to pay its share of the premiums as provided in Article 23.12(a) providing that the Employee maintains his/her share of the cost.
- f) If the premiums paid by the Employer for Union Group Life or Group Medical Insurance are reduced as a result of any legislation or other action, the amount of the saving shall be used to increase the other benefits available to the Employees as may be mutually agreed between the parties. If there is no agreement between the parties, the matter shall be submitted to arbitration in accordance with this Agreement.

ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION

23.01 Job Description

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is Bargaining Agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

23.02 No Elimination of Present Classifications

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

23.03 Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an Employee feels he/she is unfairly or incorrectly classified, or when a position not covered in Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an Employee.

ARTICLE 24 - EMPLOYEE'S BENEFITS

24.01 Worker's Compensation Pay Supplement

All Employees shall be covered by the Workers Compensation Act. 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 receive leave without pay for the period the Employee receives Workers Compensation benefits. During said period, the Employee shall continue to accrue sick leave and vacation benefits.

24.02 However, to the extent it is able to do so without causing the Employee to have his/her compensation under the Act reduced or eliminated, while the Employee is on leave without pay under this article, the Employer will pay the full cost of the Employee's premiums in the Group Life and Group Medical Insurance plans and will make the Employee's pension contribution.

24.03 Pension

- (a) Participation in the Multi Sector Pension plan is mandatory for all Employees.
- (b) The contribution rate will be 10.5% into the Multi Sector Pension plan. The Employer will pay \$100.00 bi-weekly until the Employee's contribution reaches \$100.00 bi-weekly, at that time the contribution rate will be cost shared 50/50 between the Employer and Employees.
- (c) A member of the permanent Secretarial Staff who has been granted a leave of absence shall have his/her contribution prorated.

24.04 Group Insurance Plan

- (a) All permanent Employees will be part of the CUPE Education Sector Group Insurance Plan
- (b) The Employer agrees to pay one hundred (100%) percent of the applicable premium.

ARTICLE 25 - SAFETY AND HEALTH

25.01 Cooperation on Safety

The Union and the Employer shall cooperate in improving rules and practices which will provide adequate protection to Employees engaged in hazardous work.

25.02 Safety Measures

Employees working in any unsanitary or dangerous job shall be supplied with all the necessary tools, safety equipment and protective clothing.

25.03 No Disciplinary Action

No Employee shall be disciplined for refusal to work on a job or to operate any equipment which, in the opinion of any member of the Safety Committee, is unsafe.

25.04 Injury Pay Provisions

An Employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay, without deduction from sick leave unless a doctor or nurse states that the Employee is fit for further work on that shift. An Employee who has received payment under this Section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

ARTICLE 26 - JOB SECURITY

Restriction on Contracting-Out

In order to provide job security for the members of the Bargaining Unit, the Employer agrees that all work or services performed by the Employees shall not be sub-contracted, transferred, leased or conveyed, in whole or in part, to any other plant, person, company or non-unit Employee, unless agreed to by both parties.

ARTICLE 27 - UNION LABEL

Union Label

In order that the general public shall be aware of the benefits of a unionized Public Service, the CUPE Union Label shall be displayed as prominently as possible throughout the service.

All uniforms supplied by the Employer and all vehicles and buildings of the Employer shall bear the Union Label.

ARTICLE 28 - PRESENT CONDITIONS AND BENEFITS

28.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which Employees now enjoy, receive or possess shall continue to be enjoyed and possessed in so far as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

28.02 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any laws now existing or hereafter enacted or proclamation or regulations shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiations.

ARTICLE 29 - COPIES OF AGREEMENT

Copies of Agreement

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Employer shall print, at his/her own cost, sufficient copies of the Agreement in a Union shop within thirty (30) days of signing.

ARTICLE 30 - STORM DAYS

If an Employee is unable to report to work as a result of inclement weather, he/she shall not be deducted any pay for such absence.

ARTICLE 31 - TERMS OF AGREEMENT

31.01 Duration

This Agreement shall be binding and remain in effect from May 1, 2018 to April 30, 2021 and shall continue from year to year thereafter unless either party gives to the other party notice in writing in any year that it desires its termination or amendment.

31.02 Intent to Bargain

Where a notice requesting negotiation of a new agreement has been given, this Agreement shall remain in full force until such time as an agreement has been reached in respect of a renewal, amendment or substitution hereof. This Agreement may be further extended from time to time by mutual agreement.

31.03 Agreement to Continue in Force

Where such notice requests revisions only, the following conditions shall apply:



- (a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto unless the parties otherwise mutually agree.
- (b) Both parties shall adhere to the terms of this Agreement during collective bargaining. If negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

31.04 Retroactive Pay for Terminated Employees


An Employee who has severed his/her employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other perquisites.

31.05 Retroactivity

All changes in the new Agreement shall be adjusted retroactivity unless otherwise specified.

This Agreement entered into this 3rd day of **October 2018**.

Signed on behalf of the Canadian
Union of Public Employees
(CUPE Local 1770-7)




President




CUPE Servicing Representative

Signed on behalf of the
PEI Federation of Labour



President



Treasurer

**SCHEDULE "A" - Wage Rate for Administrative
Assistant / Financial Assistant:**

Effective May 1, 2018 (2%)

Step 1	Step 2	Step 3	Step 4	Step 5
\$24.01	\$25.18	\$26.33	\$27.46	\$28.59

Effective May 1, 2019 (2%)

Step 1	Step 2	Step 3	Step 4	Step 5
\$24.49	\$25.69	\$26.85	\$28.01	\$29.16

Effective May 1, 2020 (2%)

Step 1	Step 2	Step3	Step 4	Step 5
\$24.98	\$26.20	\$27.39	\$28.57	\$29.75

Relief Administrative Assistant - ~~\$15.50~~ **\$18.00** per hour
Overtime as defined in Collective Agreement

Employees shall progress to the next step annually on their date of hire, until they reach the top step.

