

SECTION 1

INTRODUCTION

1.01 PURPOSE AND USE OF MANUAL

AUTHORITY: CIVIL SERVICE ACT

ADMINISTRATION: P.E.I. PUBLIC SERVICE COMMISSION

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1. INTRODUCTION

- 1.01 The Human Resource Policy and Procedures Manual has been compiled to provide a current source of reference to employees of government departments, crown corporations, and agencies. This manual is intended to assist management in the delivery of human resource policies, services, programs and practices in a fair, equitable, and consistent manner.
- 1.02 Additional information and interpretation of the policies contained in this manual may be obtained from departmental human resource managers or from staff of the Public Service Commission. This manual also references relevant legislation, the Collective Agreement, and the Treasury Board Policy and Procedures Manual.

2. ELECTRONIC DISTRIBUTION

- 2.01 For ease of distribution and accessibility, this manual is available electronically to government employees.

3. APPLICATION

- 3.01 Each policy in the Manual contains an "Application" section which sets out the entities to which the particular policy applies.

4. USER GUIDE

- 4.01 The manual contains a table of contents which lists all policies contained in the manual. Policies are written in the following format:

Application - Identifies the departments or agencies to which the policy applies.

Attachments - Contains reference forms or documents related to the policy.

Authority - Identifies the Legislative, Executive or Administrative Authority under which the policy is established.

Date - Identifies the date on which the policy is considered to have come into effect or was revised.

Interpretation/Definition - Explains the intended application of terms or statements used in the policy.

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Introductory Page - Identifies the section and subsection name and number, authority and administrative responsibility.

Policy - Describes the general direction or course of action to be taken. It may incorporate a rule or regulation or it may simply provide information or guidelines.

Procedures - Outlines detailed procedures provided within some policies, as required.

Purpose - Outlines the intent of the policy relative to application and use.

Section - The section name and number is found on the cover page of the respective section.

Subsection - When subsections exist within a section, the name and number is found at the top of every page of the respective subsection.

5. RESPONSIBILITY FOR THE MANUAL

- 5.01 The Public Service Commission is responsible for the development and maintenance of the Human Resources Policy and Procedures Manual. The Commission will ensure that the manual is available electronically to employees. If departments require hard copies of the manual, it is their responsibility to establish and maintain them in an up-to-date manner.
- 5.02 All updates, corrections, and revisions will originate from the Commission and will be distributed electronically. Employees are responsible to read these revisions.
- 5.03 Revisions will include two types of review:
 - (a) Ad hoc or as needed - these types of reviews are due to changes in legislation, Collective Agreements, developments in case law, etc. They may also result from practical problems with the application of existing policies. This could be ambiguity in a present policy or the reality that the application of the policy presents unforeseen problems.
 - (b) Planned reviews - these reviews will be conducted every three years. These types of reviews can be staggered for the various policies and are done to ensure that the policies are still current and are still in harmony with "the big picture."

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5.04 Enquiries or suggestions on improvements to the manual may be made by contacting the Commission at 368-4254

6. OTHER

6.01 While we have strived for accuracy in the contents of this document, the information provided is superceded by applicable legislation and the Collective Agreement.

SECTION 2

HUMAN RESOURCE STRATEGY

2.01 CORPORATE HR PLANNING

AUTHORITY: CIVIL SERVICE ACT

ADMINISTRATION: P.E.I. PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS / AGENCIES

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1. PURPOSE

- 1:01 The purpose of the Corporate Human Resource Strategy is to encourage and support the development of an innovative and inclusive workforce which enables the organization to realize the goals and priorities of Government. The strategy will guide departments in the civil service of Prince Edward Island to attract and retain people with talent and commitment to providing quality programs and services to the citizens of Prince Edward Island.
- 1:02 The goals and strategies will promote the renewal and rejuvenation of human resources in the civil service and the sustainability of quality services and programs within the context of changing needs and conditions.

2. APPLICATION

- 2:01 The Corporate Human Resource Strategy applies to departments and agencies which are under the authority of the *Civil Service Act*:
- *Schedule A - Departments (except the Legislative Assembly)*
 - *Schedule B - Crown Corporations as follows:*
 - *Prince Edward Island Employment Development Agency*
 - *Prince Edward Island Liquor Control Commission*
 - *Prince Edward Island Museum and Heritage Foundation*
- 2:02 While this strategy does not specifically apply to other crown corporations listed in Schedule "B" and reporting entities listed schedules "C" and "D", the spirit and intent of the strategy should serve as a guideline for those corporations in developing their own internal strategies.

3. PRINCIPLES

- 3:01 The corporate approach to human resource planning consists of six commitments endorsed by Deputy Ministers and approved by the Minister responsible for the Public Service Commission of PEI. The Government of Prince Edward Island is committed to:
- a) effectively retaining and recruiting qualified individuals based on

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competence and ability to meet the organization's needs;

- b) becoming a learning organization and creating continuous learning opportunities for its employees;
- c) providing a positive working environment where employees can exercise their freedom to act in support of government's goals;
- d) ensuring employees are well informed about government goals and receive regular feedback on how their work contributes to the achievement of government's goals;
- e) recognizing and rewarding employees based on their contributions to government's goals;
- f) ensuring that human resource planning is a strategic component of the organization's business planning;

4. DEFINITIONS

4:01 **Renewal** means ensuring that employees have the skills to respond to the changing role of government and the way work is done.

4:02 **Rejuvenation** means planning ahead to ensure that there will always be a future generation of skilled employees in the civil service of PEI.

5. VALUES

5:01 The Civil Service is comprised of 10 government departments responsible for providing leadership in public policy and governance for the government of the day. Leading our human resources is an integral component to realizing Government goals. In doing so, this government values the following:

- a) **Integrity** - Openness and honesty in all interactions
- b) **Innovation** - Support failures with learning and successes with recognition

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- c) **Respect** - Keep others informed, value diversity and listen with empathy
- d) **Trust** - Confidentiality, accept feedback, offer assistance
- e) **Accountability** - Take ownership of organizational decisions and accept responsibility.

6. POLICY

6.01 The Senior Management Team identified corporate goals to be the cornerstone of an effective human resource plan for the civil service. The goals revolve around the need for quality public service; the leadership preferred; the value placed on learning as an organization; the motivation and flexibility of the workplace; the value placed on employees' contributions to government's goals; and accountability at all levels of government for planning its human resources.

- (a) *To improve recruitment and retention strategies for the civil service of Prince Edward Island* - To ensure the organization has the knowledge, skills and abilities to accomplish current and future business plan goals and sustain quality services and programs. This will become a priority for all leaders in government.
- (b) *To improve leadership and learning opportunities to adapt and transform the organization to meet the changing needs* - To become an attractive employer, the civil service of Prince Edward Island is striving to be more flexible, knowledge intensive and learning based. Reaching these goals requires nothing short of a new way of organizing, managing and supporting people. To face the rapid organizational and technological change and steady up-skilling, this requires anticipating the learning needs not only of knowledge workers, but of all employees in the organization.
- (c) *To improve workplace wellbeing* - Recognizing that the delivery of sustainable quality services is largely dependent on a healthy skilled workforce, employee wellbeing will be a major priority. The civil service will promote a culture of wellness that values personal responsibility, positive personal health practices, safe and positive workplaces, ongoing education and respect for the contributions employees make to the services provided to Islanders.

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- (d) *To improve alignment of employees' goals to department and government goals* - There is a renewed commitment to performance management and development in government departments in order to deliver on desired business outcomes. Recognizing the contribution that employees make toward realizing these goals is imperative and considered a major priority.
- (e) *To improve employee commitment to the organization* - Improving public confidence must involve improving the confidence of employees. The employees of the civil service are dedicated individuals and they need to know that their work is valued by the people they serve. Being recognized and rewarded for contributions is a key strategy to ensuring retention of the brightest and the best in the civil service.
- (f) *To improve alignment of HR planning to business planning* - Several factors are placing increasing pressures on the system to maintain access, quality and client satisfaction. These factors include increased demand for new and existing services; rising costs; a declining supply of knowledge workers and specialized workers and an on-going recruitment and retention challenge.

To ensure the organization is committed to planning for its human resources of the future, sustainability of quality services will be addressed through proactive human resource planning linked to business planning in the civil service.

7. PROCEDURES

7:01 PEI Public Service Commission will:

- a) Establish, articulate, reinforce and evaluate HR policies that support the one employer concept and a corporate approach to HR management;
- b) In consultation with the Deputy Ministers and Human Resource Managers, determine the annual corporate HR priorities and establish strategic objectives and measures to form the corporate HR plan;
- c) Implement action plans to achieve corporate HR goals in

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conjunction with Human Resource Managers and Managers within the departments;

- d) Monitor the progress, evaluate the results, and provide annual reports to the Deputy Minister HR subcommittee.

7:02 Deputy Ministers will:

- a) Provide input to the Public Service Commission on strategic objectives and measures for HR management, incorporating implications from environmental scans;
- b) Ensure departmental HR policies and practices are consistent with corporate HR policies and support the one employer concept;
- c) Champion implementation of the corporate HR plan and establish accountability;
- d) Provide feedback to the Public Service Commission on the effectiveness of changes to HR policies, procedures and guidelines.

7:03 Human Resource Managers will:

- a) Establish and carry out HR practices, policies and guidelines consistent with corporate HR policies;
- b) Advise the Deputy Minister of their ministry of corporate and departmental implications of environmental scanning data;
- c) Provide input to the Public Service Commission on effectiveness and relevance of HR policy initiatives;
- d) Provide department data as required for the corporate roll-up of results on the corporate HR plan;
- e) Monitor and report department performance.

7:04 Directors will:

- a) Champion and operationalize corporate and department HR

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strategies at the work unit level;

- b) Communicate key issues that could impact HR management to the Deputy Minister and/or Human Resource Manager;
- c) Provide data and ensure data integrity as required by the Deputy Minister or Human Resource Manager;
- d) Provide feedback on effectiveness and relevance of HR policies, procedures and guidelines;
- e) Provide feedback as requested on the department's results in relation to the corporate and departmental HR plans.

7:05 Deputy Minister HR Subcommittee will:

- a) Provide interface between government decision makers and operational levels to champion in the strategic direction for human resources management in the Prince Edward Island Civil Service;
- b) Endorse and communicate the one employer concept and a corporate approach to human resource management;
- c) Monitor fiscal, government and economic trends. Interpret environmental scanning information to identify key strategic human resource issues;
- d) Identify and prioritize corporate human resource goals, strategies, key measures and champion its implementation. Review monitoring data on the effectiveness of the strategies;
- e) Establish government HR priorities annually balancing identified HR issues and fiscal responsibilities.

8. ENQUIRIES

Corporate Human Resource Planning Section
Staffing and Human Resource Planning Division
PEI Public Service Commission

SECTION 2

HUMAN RESOURCE STRATEGY

2.02 DEPARTMENTAL HR PLANNING

AUTHORITY: CIVIL SERVICE ACT

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS / AGENCIES

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1. PURPOSE

1.01 The ability of an organization to achieve its vision and goals is based upon its ability to develop and successfully implement a human resource plan. The purpose of this policy is to provide guidance to departments on the development and implementation of Departmental Human Resource Plans.

2. APPLICATION

2.01 This policy applies to departments and agencies under the jurisdiction of the Civil Service Act.

3. POLICY

3.01 While the Senior Management Team will assist the P.E.I. Public Service Commission in developing a Corporate Human Resource Strategy for government, each Department and Agency is expected to develop and implement a Departmental Human Resource Plan, outlining what human resource strategies and activities are required to meet its vision, goals and objectives.

3.02 Ideally, each Department would start with a strategic plan and from that, identify the operational human resource impacts that result from the strategic plan.

3.03 The development of an effective Human Resource Plan requires the active participation of a number of key players. The senior departmental management, middle management, human resource manager, line staff , and P.E.I. Public Service Commission all have a role to play in the development and implementation of an effective plan.

3.04 The attached Departmental Human Resource Planning Template provides guidance on the development and implementation of such a plan.

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Departmental Human Resource Planning Template

Department of _____

Introduction

Human Resource Planning is critical to the success of any organization. While it is often acknowledged that people are the most critical resource of any organization, there needs to be a systematic approach to Human Resource Planning to ensure that *we have the right people doing the right job at the right time.*

This template is a guide to assist departments in developing and implementing an annual Human Resource Planning Process to ensure that they can meet their current and future human resource needs.

I. Departmental Strategic Direction

To be effective, the development of a Departmental Human Resource Plan starts with the identification of a Departmental Strategic Direction which would normally be contained within the Strategic Plan or Business Plan of the Department. Responses to the following questions will facilitate the identification of the strategic direction.

1. Anticipated changes in the nature of the work of your department.

- a) Do you anticipate a change in the role of your department?
Yes ___ No ___

If "Yes", please specify:

- b) Do you anticipate a change in how the work will be done? (Potential sources of input for this would be Client or Employee Surveys.)

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Yes ___ No ___

If "Yes", please specify:

- c) Do you anticipate a change in work processes due to technology?

Yes ___ No ___

If "Yes", please specify:

- d) Do you anticipate a significant increase or decrease in the amount of work for your department?

Yes ___ No ___

If "Yes", please specify:

- e) What key issues have staff identified through surveys, exit interviews, or other communication channels that should be considered in human resource planning?

- f) Are there other significant issues that your department will be dealing with over the next three years that will have a major impact on your staff? Please specify.

2. Labour Market Impacts

- a) Are you aware of any trends in the labour market that will affect your retention and recruitment efforts? Please comment.

- b) Are you aware of any impending skill shortages within occupational groups within your department?

Job Code Descriptor	Reason for Shortage	Action Plan	Current or Future Issue?

- c) Please indicate if there are other organizations that you view as direct competition in the recruitment of employees with the same competencies that your department requires?
- d) What strengths do competitors have in attracting employees to their organization? (e.g. better work-life balance, career opportunities, training and development, benefits, higher wages, etc.)
- e) Do you see a need to implement some of these benefits for your workforce? Please specify.

3. Impact of the changes on the employees of the organization:

- a) Can you accomplish the goals and objectives of the organization with the competencies* of your existing staff complement? Yes ____ No ____
If "No", what action is required to address this?

- i) Can you retrain existing staff to develop the required competencies? If so, what training is required?

* Competencies includes knowledge and skills.

- ii) Will you need to hire new staff with these competencies? If " Yes", please specify the competencies that your department will require that you do not currently have in your staff complement.

- b) If *more* staff will be required to accomplish the goals and objectives of your Department, identify the job code descriptors, competencies, and number of staff that you will need to recruit:

Job Code Descriptor	Core Competencies	Number of Employees Required	When Required

- c) If *less* staff will be required, a plan will need to be developed on how to achieve this objective i.e., retraining, transfer, attrition, severance package, etc. Consultation with the Commission is encouraged to develop such a plan and to identify the services that will be provided to employees. Please indicate if less staff will be required and any plans on how this could be best achieved, specifying what positions could be affected:

Job Code Descriptor	Action Plan	Time frame

Note: To enhance understanding of the skills that employees possess, you may refer to organizational charts and job descriptions to provide you with specific information on the jobs your employees are performing.

- d) Staff development and training may be required for a variety of reasons such as technological changes, changes in job function, development of new competencies, development of staff for succession planning purposes, etc. Identify priority staff development and training that your department will require to carry out its work:

Job Code Descriptor	Number of Staff	Training & Development Issue	Training & Development Required	When Required

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(Section III. On Performance Development also identifies training and development issues.)

4. Potential for Organizational Change

As a result of your strategic plan, is organizational restructuring being considered?

Yes ____ No ____

If Yes, please give an overview of the potential restructuring being considered:

Organizational restructuring impacts on the full range of human resource services. It is recommended that the Public Service Commission be consulted about potential reorganizations.

II. Workforce Profile

In order to plan for the future, an organization needs to have a thorough understanding of its current complement of staff. On a regular basis, an organization should complete a demographic analysis, focussing on such issues as: age of employees by job code descriptor, years of service by job code descriptor, actual and anticipated attrition rates, education and training of employees, gender of staff within job codes, employment equity representation, and health status of employees.

Demographic data to assist in Human Resource Planning is available from sources such as the Peoplesoft Human Resource Management Information System, the Payroll System, and the Pension System.

1. Demographic Reports

The following reports, available through the Peoplesoft Human Resource Information System and the Pension Payroll and Ariel System, may be used to

provide data on an annual basis, and also to identify the development of trends, through year to year comparisons. Graphing of the following information will assist in forecasting future activity. For comparison purposes, it is recommended that the reports be run for consistent time frames.

The identification of trends can lead to the development of appropriate strategies to respond to the trends. If no trends are identified, then no action would be required. The first full fiscal year that Peoplesoft reports are available is 2000-2001.

a) **Position Status Report / Vacant Position Report - Develop Workforce - Manage Positions - Reports - AI Position Status AI Vacant Position Report**

This report should be run for a current date prior to beginning your HR Planning activities. It is important to remember that this report is for a point in time only and should be reviewed on a periodic basis.

The Position Status / Vacant position reports are useful to give an overview of the organization . Reviewing this information will give an indication of positions vacant and needing to be staffed. It will identify individuals who may be affected by any HR plans that may require reorganization. Based on the recommendations of the HR plan this report identifies available positions and what activities if any need to be requested (i.e., position creations, FTE changes, classification reviews)

Section	Position(s)	Action Required	When Required

b) **Employee Turnover Analysis Report - Administer Workforce - Reports - AI Employee Turnover Analysis**

We recommend that you run this report by fiscal year. As time passes you will be able to compare fiscal years to identify trends.

This report is useful to identify turnover issues. There are two main issues that

may be identified through analysis of the Employee Turnover Analysis Report. If the numbers of terminations are high and therefore decreasing your end employee count, this may identify that the department may be facing possible staff shortages, particularly if over a period the hires are very low. Another issue may be if both hires and termination rates are high the department may be facing retention issues. When reviewing this report it is important to also identify any policies which may have had an effect on the numbers (e.g., hiring freeze / workforce adjustment) Note: the end count is simply a headcount as of the end date of the report, it is not a sum of all columns.

Identify the job code descriptor where it seems apparent that there are turnover issues.

Job Code Descriptor	Turnover Rate	Identified Issue	Action Required	When Required

c) **Action Reason Report - Administer Workforce - Reports - AI Action Reason Report**

The primary purpose of running this report for HR planning is to further investigate any issues with leaves of absence or terminations which may have been identified. If no issues have been identified then this report will not be required. An additional use for this report would be to run it for paid leaves of absence to identify employees away from the organization on secondment.

It can be used to determine why employees are leaving an organization. If you have identified areas of concern such as a large number of leaves of absence or terminations, this report can identify some of the reasons.

Identify trends with leaves of absence or terminations which will have an impact on the organization. These trends may be for job code descriptors or for divisions/sections.

Job Code Descriptor	Identified Issue	Action Required	When Required

d) **Age and Service Report - Administer Workforce - Reports - AI Age and Service**

The Age and Service Report is a good reference report to identify job code descriptors where there is / is likely to be turnover of staff within three years. It is recommended that the Age and Service Report for your Department be reviewed to determine where you expect to have retention or recruitment issues within the next three years.

This report may be run for broad occupational groups as well by job code descriptor.

The following chart should be completed to identify priority issues facing the Department:

Job Code Descriptor	Average Age	Identified Issue	Action Required	When Required

e) **Pension Eligibility - Pension Payroll and Ariel Pension System**

If more detailed data is required than is available from the Age and Service Report, contact may be made with Employee Benefits Division of the Public Service Commission to obtain data related to pension eligibility.

Limited historical data may be obtained on the average age, pensionable and average retirement age of Plan Members. This information is available only on the total Civil Service Superannuation Fund and is not available on a employer or departmental basis. The average age and pension eligibility of employees when they retire can be helpful to give an overall sense as to when employees retire. If a department has numbers of employees approaching the average age and pension eligibility, they should be considering a plan to ensure that they will be able to replace the employees when they do retire. **Caution must be used that**

this is simply an average and that each employee will make an individual decision on when they will retire.

The Ariel Pension System can provide departments with the following data by department, division, or section. The data is not available by job code descriptor.

Employee	Age	Pensionable Service	Full Time Equivalent

Pensionable service is defined as the number of years that an employee has contributed to the Civil Service Superannuation Fund, plus any purchased service for eligible prior work when the employee did not pay into the Fund, plus any pension eligibility transferred from another public sector pension plan.

The above information can be helpful in identifying issues such as recruitment, staff development and training, or other issues that will require attention:

Job Code Descriptor	Issue	Action Required	Time frame

f) **Home / Host Report - Manage Positions - Reports - All Home/Host Assignments**

Employees in Host records are filling positions or jobs on a temporary basis. The most common reason would be for temporary assignments or secondments.

The Home/Host report will identify all employees on assignment to your department. If an employee from your department is on assignment outside of your organization they will be displayed in this report in their Home position. A review of temporary assignments may assist to identify staffing issues.

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Identify any trends or issues identified from this information. (e.g., The requirement for temporary assignments may be due to difficulty staffing on a permanent basis.) There may not be any issue identified by this report. It may only serve to remind you of those employees away on temporary assignments.

Job Code Descriptor	Number of Assignments		Identified Issue	Action Required	When Required
	To	From			

g) Health and Safety Summary Report - *Monitor Workforce - Monitor Health/Safety (CAN) - Reports - AI Occupational Health/Safety Summary Report*

This report needs to be reviewed only if the department has health and safety issues. If there are no issues and you have not had WCB claims this step can be skipped.

The OHS summary report gives an overview of all incidents and accidents reported for a period of time. This report should be run for the same period for each planning year. This will allow for comparisons in coming years.

It is recommended that the first page of the report be used to determine the extend of OHS issues by reviewing the number of accidents/ incidents and number of days work lost. The remainder of the report gives a summary of the types of jobs affected by the accidents, what type of accident, type of injury, etc. A review of this information may help identify if there are safety concerns and if it is believed that training is necessary, what type of training.

h) Employee Leave Summary Report - (from Payroll System)

This report provides data on all employees on the salary payroll (including classified, long term casual, and contract). This report should be reviewed to identify if there are any issues related to sick or special leave usage by Departmental staff. This report provides average leave usage per full time equivalent (FTE) for the overall Department, by Division and Section, as well as providing the government average usage for comparative purposes. The report for the full fiscal year is often the best for comparative analysis. The report for

the fiscal year is usually available by May.

If leave usage for the Department, Division and Section are lower than the government averages, you may not require further analysis. If the averages are higher than the government average, a further analysis should be completed to see what the issues are leading to the higher usage. Higher average usage may not necessarily mean there is a problem, as some individuals may require more leave due to long term health or other issues and this will increase the overall average.

If issues are identified, the following information should be provided:

Identified Issue	Identify Relevant Division / Section	Action Required	When Required

2. Diversity

To provide quality services to a diverse Island population, we require a workforce representative of the population that we serve. Within the public service, there has traditionally been under-representation of the following four groups: persons with disabilities, aboriginals, visible minorities, and women in management and leadership and women and men in non-traditional occupations.

To understand the diversity that exists within your departmental workforce, departments are expected to complete workforce surveys. Details on these surveys will be available after the approval of a provincial diversity policy.

Based upon the results of the survey, departments are to develop diversity objectives and action plans in accordance with the nature of your department's work and strategic direction, under the following headings:

- Awareness, Training, and Special Events Related to Diversity
- Recruitment and Retention
- Professional Development Opportunities
- Self- Identification Surveys
- Work Environment

3. Other Human Resource Issues

Are there other Human Resource issues or concerns that impact on your ability to retain and recruit a highly competent workforce? Examples could include the need for change in human resource policy, practice, or collective agreement.

If "Yes", please complete the following:

HR Issue	Action Required	Action by Whom	Required When

III. Performance Development Planning

Performance Development Planning is a critical component of Human Resource Planning. It ties individual employee work plans and learning plans into the vision and direction of the department. It is important that departments utilize Performance Development Planning to ensure that employees receive feedback on their work performance, identify career development interests, plan training and development opportunities, and identify organizational improvements.

1. Does your Department currently use a Performance Development Planning system?
2. What percentage of staff participate annually in Performance Development Planning?
3. Are there issues / concerns with the system or process of PD Planning? If "Yes", please specify the issues and the required action plan.
4. What developmental opportunities have been identified in the PD planning process in your area?
5. Have significant career development trends been identified within your staff complement? For example, have staff identified career aspirations and interest in mobility? Please specify.

6. Are there significant training needs identified within individual PDP's?
If so, please provide details.

Job Code Descriptor	Number of Staff	Training & Development Issue	Training & Development Required	When Required

IV. Budget Implications

With the recruitment, selection and training of staff there are numerous budget implications. Some of the issues that could have associated costs include:

- Salary and benefit costs for additional positions
- Advertising costs for job postings
- Relocation expenses, when required
- Training of new employees
- Costs of computers, software, connections, telephone, etc.
- Furniture and supplies for new employees
- Other

To ensure that HR Planning efforts run smoothly, costs associated with any of the above need to be factored into departmental budgets. It is recommended that Departments relate their Human Resource Planning process to their budget process to ensure the required funds are allocated.

Please refer to Andrea Soberg H R Planning material in the reference manual developed for HR Managers by the Commission.

V. Department Human Resource Plan Summary

With the identification of issues, strategies will need to be developed to address the issues. Departments should check the Corporate HR Strategy to ensure that any relevant corporate strategies are factored into their Departmental Plan. In the development of their Departmental HR Plan, Departments may identify issues requiring a corporate strategy. The need for corporate strategies is to be discussed with the Public Service Commission.

In the development of HR Plans, Departments are required to ensure that any gaps and/or surpluses between their inventory and forecast of required human resources are identified.

Strategies will also be grouped into short, medium, and long term strategies in an effort to sequence them to ensure the needs are addressed in a timely basis.

HR Plans should be developed on an annual basis. Once developed, the plan needs to be monitored and evaluated to ensure the desired progress is being made.

The following format may be used to summarize the issues and strategies required within your Departmental Human Resource Plan:

HR Activity	Issues	Strategies	Time frame
Recruitment			
Departmental Position Review			
Staff Development & Training			
Organization Change			
Turnover Rate Analysis			
Leave / Termination Analysis			
Demographic Analysis			
Leave Utilization Analysis			
Diversity			
Performance Development Planning			

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HR Activity	Issues	Strategies	Time frame
Budget			
Communications			
Other HR Issues			

VI. Evaluation

Strategies and action plans need to be stated in measurable terms and have specific time frames so that progress may be monitored and measured. On an annual basis, Departmental HR Plans need to be evaluated based upon progress made.

VII. Communication Strategy

Any significant changes affecting the employees of an organization need to be communicated to the employees, and there is a need to involve the employees in the planning of the changes.

Depending upon the nature of the changes, there may be a need for legislative change, involvement of the Public Service Commission, Union of Public Sector Employees, Excluded Group, Treasury Board, Executive Council, and / or other groups.

From the beginning, it is important to consider a communication strategy so that the affected employees and the various stakeholders are informed and involved, so that the initiative has the best opportunity for success. The Communications Division should be consulted on any significant issues.

SECTION 2

HUMAN RESOURCE STRATEGY

2.03 HUMAN RESOURCE INFORMATION MANAGEMENT SYSTEM

AUTHORITY: CIVIL SERVICE ACT

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS AND AGENCIES

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1. PURPOSE

1.01 The purpose of this policy is to provide information on the Human Resource Management System used by the PEI Civil Service.

2. APPLICATION

2.01 This applies to all employees of the PEI Civil Service.

3. POLICY

3.01 The Human Resource Management System supports all human resource management processes including personnel administration, position management, recruitment, training administration, health and safety and labour relations.

3.02 Core System Functionality

- a) Administer Workforce
 - i) employee data
 - ii) internal movement of staff
 - iii) grievance management
 - iv) staffing activities such as acting, secondment, temporary assignment, promotion and reclassification

- b) Develop Workforce
 - i) applicant data
 - ii) recruitment
 - iii) internal and external competitive process
 - iv) position creation and maintenance
 - v) training administration
 - vi) languages

- c) Monitor Workforce
 - i) incident reporting for Occupational Health and Safety
 - ii) claims management for Occupational Health and Safety

- d) Reporting

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- i) decentralized reporting by system users
- ii) ad hoc reporting

3.03 The HRMS is deployed in the Civil Service. Support is provided by the Systems and Administration Section of the PEI Public Service Commission.

3.04 For additional information on the use of the HRMS please refer to the Human Resource Management System Users Manual or contact HRMS Help Desk at 894-0303.

SECTION 3

RECRUITMENT AND STAFFING

3:01 RECRUITMENT, SELECTION AND APPOINTMENT

AUTHORITY: CIVIL SERVICE ACT
COLLECTIVE AGREEMENT BETWEEN THE
GOVERNMENT OF PRINCE EDWARD ISLAND AND
THE UNION OF PUBLIC SECTOR EMPLOYEES

ADMINISTRATION: P.E.I. PUBLIC SERVICE COMMISSION

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1. PURPOSE

1:01 The purpose of this policy is to outline the process used in recruiting, selecting and appointing persons to positions in the classified division.

2. APPLICATION

2:01 This policy applies to all employees who are responsible for or involved in selection and hiring on behalf of the Government of Prince Edward Island.

3. PRINCIPLES

3:01 The selection process in the civil service is based upon a set of guiding principles.

- (a) Staffing decisions are to be made based on the merit principle of qualifications, relative ability, knowledge and skills.
- (b) Objectivity, fairness, and consistency guide all selection activity.
- (c) Confidentiality must be maintained by staff involved in the selection process.

4. DEFINITIONS

4:01 **Classified division** means classified full time and part time positions and consists of permanent, probationary and provisional employees.

4:02 **Merit principle** means the principle that merit governs the appointment of a person to and advancement within the civil service on the basis of qualifications, relative ability, knowledge and skills.

4:03 **In-service competition** means open only to those applicants as described under [Section 17 \(2\) of the Civil Service Act](#).

5. POLICY STATEMENT

5:01 The Government of Prince Edward Island is committed to following fair hiring practices when filling positions within the Government of Prince Edward Island

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There are a number of steps involved in the staffing process. They are outlined in the following procedures.

6. PROCEDURES

6:01 The selection process consists of four stages:

- (a) Pre-posting
- (b) Pre-interview (screening)
- (c) Selection
- (d) Post Interview

6:02 Pre-posting

- (a) The Department/Agency submits a request to the Public Service Commission to fill the vacant position. The request must include the following:
 - (i) Proper departmental authorization to fill the vacancy
 - (ii) An updated job description (signed by the Deputy Head)
 - (iii) Minimum qualifications required to perform the duties of the position.
- (b) The Commission drafts an ad and forwards it back to the Department for review and approval.
- (c) Once approved the position is advertised by the Commission.
- (d) In staffing unionized positions, the position is posted as an in-service competition. If the position is not filled through the in-service competition method, the Employer may fill the position by holding an open competition.
- (e) In staffing excluded positions, the position can be posted either in-service or as an open competition.
- (f) All competitions are advertised for at least seven days.

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6:03 Pre-Interview (screening)

- (a) A selection board is established normally consisting of a staffing officer from the Commission (usually the Chair of the Board), the supervisor of the position being filled, and another individual who has good knowledge of the responsibilities of the position being filled. The selection board should reflect diversity amongst its members as much as possible.
- (i) It is the responsibility of the department to ensure that they have appropriate membership on the selection board.
 - (ii) Selection board members are to have training and experience in the staffing process within government.
 - (iii) Board members should be individuals who are respected in their field, are objective, recognize the importance of the staffing process and are committed to following a fair process.
 - (iv) Generally position incumbents would not be involved on selection boards to fill the position they are leaving. The reason for this is that the individual might not be objective in selecting a successor for the position.
 - (v) Selection Board members are required to comply with the terms of the Selection Board Declaration (Attachment 7:01). As members of a selection board, individuals are bound by the relevant legislation, Collective Agreement, and policies related to staffing.
- (b) The Selection Board performs the following duties during the screening session.
- (i) Reviews, signs, and dates Selection Board Declaration forms.
 - (ii) Conducts a position analysis on the position.
 - A position analysis involves a discussion on the responsibilities of the position and enables each of

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the board members to have a common understanding of the position. A form (Attachment 7:02) is available for the Board to use.

- If a position analysis has been completed recently on an identical position, it may suffice to review the document to ensure that it is still relevant, and that the board is familiar with the position.
- (iii) Establishes rating criteria
- The rating criteria must reflect the skills, abilities and knowledge required to perform the job responsibilities of the position to a satisfactory level. Information from the position analysis will be helpful in developing the rating criteria.
- (iv) Develops questions/tests to be used as part of the interview/selection process.
- It is critical that any questions used as a written exercise or during an interview relate to the position and be used to evaluate the applicant's qualifications, relative ability, knowledge and skills to perform the job.
- (v) Screens applications for eligibility and qualifications.
- In order for an applicant to be eligible for an in-service competition they must meet the requirements as outlined in [Section 17 \(2\) of the Civil Service Act](#).
 - In order for an applicant to be qualified, they must possess the education and experience requirement as outlined in the advertisement. Only those applicants will be interviewed and/or tested.
- (vi) Sets up interview/testing times
- Once the applications are screened to determine who is qualified and eligible for the competition, those who are to be interviewed and/or tested are

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contacted to arrange a time for the interview and/or test. Applicants should be given as much lead time as possible so that they may adequately prepare for the process.

- Those applicants who are not qualified are also to be advised of the outcome of the screening process. While normally applicants are advised in writing, sometimes it is advisable for the supervisor to discuss the outcome of the screening with the applicants particularly if they are from the department where the position exists.

6:04 Selection

- (a) The selection board conducts interviews and/or testing with the qualified applicants.
- (b) The selection board scores and ranks the applicants.
- (c) References are completed usually by the staffing officer.
 - (i) Information obtained in a reference is to relate only to the ability and suitability of the applicant to perform in the position applied for.
 - (ii) Reference checks are to conform to the applicable Human Rights legislation.
 - (iii) For in-service competitions, a minimum of one reference is to be completed on, at least, the top applicant (and more if the top applicants are relatively equal.) This reference is normally with their current supervisor.
 - (iv) For open competitions, a minimum of two references will be completed on, at least, the top three applicants (and more if applicants are relatively equal.)
 - (v) References are usually with people who have direct knowledge of an applicant's previous employment

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performance.

- (vi) Standardized reference forms can be used to facilitate consistency in referencing (forms may be obtained at the PEI Public Service Commission).
- (vii) If concerns are expressed in a reference, generally additional references are conducted to determine if there is a pattern to the concerns, and to rule out the possibility of a biased reference.
 - The concerns are to be reviewed with the selection board to determine how serious the issues are, and the impact they would have on the applicant's ability and suitability to perform in the position. The board may determine that the identified concern(s) do not warrant changing the ranking of applicants, if the issue has little impact on the applicant's ability and suitability to perform in the position. On the other hand, if the concern(s) are serious, they could impact on the ranking of applicants. If the concern is sufficiently serious, the applicant could be deemed to have failed the reference and not be considered further for the position.
- (viii) If a reference was recently completed for a similar position, that reference could be used, rather than completing another reference.
- (ix) Certain positions within the organization require criminal record checks to be conducted. These are conducted on the successful applicant only. The need for a criminal record check is identified in the job ad and this is reconfirmed in the job interview.

6:05 Post Interview (Appointment)

- (a) Once the evaluation and referencing of applicants is complete, an employment list is created, listing the applicants who have passed the competition in order of merit.

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- (b) For an in-service competition, the top candidate, based on merit, is appointed to the position.
- (c) In relation to open competitions, one of the top three candidates based on merit, will be appointed to the position after consultation with the employer.
- (d) An offer letter is drafted to the successful applicant. This letter is to contain the classification and pay rate being offered, who to report to, and if there is a time limit on when the applicant must confirm their acceptance of the position.
- (e) Unsuccessful applicants are notified of the results of the competition.
- (f) Post-board interviews are available to applicants. A post-board interview provides an applicant with feedback on the selection board's assessment of the applicant in relation to the said position. This information can be used for professional development so that the applicant can improve for further competitions.

6:06 Unsolicited Applications (Paper Copy)

- (a) The Public Service Commission maintains a manual file system containing unsolicited employment applications. These applications maybe accessed when employers have open competitions or need casuals or temporaries and there are no internal applicants.
- (b) These unsolicited applications are kept in a general file, unless the applicant is qualified in a specific classification which has a high demand.
- (c) The following is the list of specific classifications maintained in the file system:
 - (i) Addictions Counsellor
 - (ii) Admitting Officer/Communications Technology
 - (iii) Clerical/Secretarial
 - (iv) Computer Related
 - (v) Corrections/Youth Worker
 - (vi) L.N.A.
 - (vii) Nurse

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- (viii) Occupational Therapist
- (ix) Psych Attendant
- (x) Resident Care Worker
- (xi) Service Worker
- (xii) Social Worker
- (xiii) Speech Pathologist
- (xiv) Ward Clerk

- (d) Applications are retained in the file system for up to one year. After one year applications are deleted.
- (e) Whenever an open competition for any of the classifications in the file system is being screened, applications from the file system **may** be considered.

6.07 Unsolicited Applications (Electronic Copy)

- (a) The P.E.I. Public Service Commission also maintains an electronic file system containing unsolicited employment applications.
- (b) Applicants can put their resumes on line through the main P.E.I. government Web-site (www.gov.pe.ca/jobs/), click Jobs PEI, click New Registration.
- (c) The system outlines the steps involved in registering.
- (d) As well, applicants may update, edit or delete their resumes as required.
- (e) Resumes submitted on line will be retained for up to a year.

6:08 “Ongoing” Employment Lists

- (a) The Public Service Commission maintains “ongoing” employment lists for various positions. An ongoing employment list is a list of names of successful candidates for a particular classification rated in order of merit. This list is continuously added to depending on supply and demand.
- (b) When a position needs to be filled through an open competition, an “ongoing” employment list maybe used instead of an open

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advertisement.

(c) The following employment lists are maintained:

- (i) Admin support/secretarial
- (ii) Service Worker
- (iii) Legal secretary
- (iv) Correctional officer
- (v) Nurse
- (vi) Group home/youth worker
- (vii) Solicitors
- (viii) Probation officer
- (ix) As well as a number of classifications within the Health Sector.

7:00 Attachments

7:01 Attachments: Declaration, Human Rights Considerations

7:02 Attachment: Position Analysis

P. E. I. PUBLIC SERVICE COMMISSION

SELECTION BOARD DECLARATION

As a member of PEI Public Service Commission, I undertake:

1. to rate candidates fairly and impartially on the basis of qualifications, ability, knowledge and skills;*
2. to complete evaluation forms and to justify ratings with supporting notation;
3. to treat information obtained during the staffing process as **CONFIDENTIAL** and not to release any information regarding staffing matters beyond the designated reporting authorities;
4. to notify the Selection Board chairperson of any candidate whom I am unable to interview objectively (e.g. relatives and others);
5. to refer all candidates with questions regarding interview results to the PEI Public Service Commission staff (unless otherwise stated);
6. to adhere to Human Rights Legislation as it pertains to employment interviews; (see Human Rights Considerations form);
7. to recognize that the final marking of candidates is based on all information obtained during the staffing process.

I understand that failure to adhere to these responsibilities constitutes a breach of trust.

Date

Signature

Job Posting I. D. : _____

* No person shall directly or indirectly endeavor to improperly influence the PEI Public Service Commission or any employee of the Board or any member of a selection board with respect to the appointment of himself or any other person.

P.E.I. PUBLIC SERVICE COMMISSION - HUMAN RIGHTS CONSIDERATIONS RELATED TO EMPLOYMENT SELECTION

CATEGORY OF INQUIRY	ACCEPTABLE	NOT ACCEPTABLE	ACCEPTABLE AFTER HIRING
1) Name	1) Name under which applicant has been educated or employed	1) Inquiry into maiden name.	
2) Address	2) Present and previous addresses in Canada	2) Inquiry into foreign address which may indicate national origin.	
3) Age	3) No inquiries permitted.	3) Any request for age or date of birth or any inquiry indicating preference for 'youthful', or 'mature' person, 'recent graduate', 'retired person', etc.	3) May be asked for benefit and insurance plans.
4) Sex	4) Inquiry permitted only when there is a bona fide occupational qualification or when the Human Rights Commission has granted prior approval of an affirmative action program.	4) Any inquiry as to sex, pregnancy, different or coded application forms for males or females, including the form of address the applicant prefers (Mr. Mrs. Miss, Ms)	
5) Marital Status	5) Questions pertaining to the willingness of applicant to travel or accept a transfer.	5) Any inquiry as to applicant's marital status, next of kin, spouse.	5) Information may be asked regarding spouse, children, if required for benefit plans. Name and address of person to be notified in case of emergency may be asked.
6) Birthplace, Nationality, Ethnic or National Origin, Citizenship	6) "Are you legally entitled to work in Canada?" Inquires or ethnic origin are acceptable if the employer is an ethnic organization or agency and if ethnic origin is a reasonable job qualification.	6) Any inquiry as to birthplace, applicant's nationality or nationality of parents, grandparents, relatives, or spouse's ethnic origin, mother tongue, or citizenship status that would tend to divulge nationality, ancestry, or place of origin.	6) Request for documentary proof of legal entitlement to work in Canada
7) Language Spoken	7) Inquiry into which languages the applicant speaks, reads, or writes if such an inquiry is related to the employment.	7) Inquiry into mother tongue, or where knowledge of language was obtained.	
8) Race, Colour	8) No inquiry permitted.	8) Any inquiry which would indicate race, colour, or complexion, including colour of eyes, hair or skin.	
9) Photographs (Age, Sex, Race)	9) Not permitted	9) Any request for a photograph.	9) Acceptable after hiring if for purposes of identification
10) Religion, Creed	10) If employment is with a strictly religious organization that is not operated for private profit, and is operated primarily to foster the welfare of a religious group, and with respect to persons of the same religion and if religion or creed is a reasonable job qualification.	10) Any inquiry that may reveal religious denomination, affiliation or preference, including willingness to work on any religious holiday, church attended, religious holidays, customs observed, religious dress.	10) Any religious holiday for which the employee will require leave of absence.

CATEGORY OF INQUIRY	ACCEPTABLE	NOT ACCEPTABLE	ACCEPTABLE AFTER HIRING
11) Education	11) Inquiry permitted into academic vocation, professional or technical schools attended, and nature and level of education received.	11) Any specific inquiry for information relating to attendance at religious denominational schools which could be used for discriminatory purposes.	
12) Organizations	12) Inquiry into membership in any organization with the qualification that applicant is not required to list any clubs or organizations that indicate race, religion, Colour, age, sex, marital status, ethnic or national origin, physical or mental handicap or political belief.	12) Request that applicant list all clubs, organizations where membership is held.	12) If individual wishes to join work organized activities or teams, etc.
13) References	13) Permitted to request from references, including previous employers, information pertinent to job performance and who referred applicant for a particular position.	13) Any inquiry from a reference that would reveal applicant's race, religion, colour, sex, age, marital status, ethnic or national origin, disability, or political belief.	
14) Physical or Mental Handicap, (defect or disability)	14) Inquiry permitted as to whether the applicant has a handicap or health problem that reasonably precludes performance of duties for the job.	14) Any general inquiry into the nature of a physical or mental handicap or a requirement that applicant list all previous or existing physical or mental health problems.	
15) Work Schedule	15) Willingness to work required work schedule.	15) Any inquiry or willingness to work on any particular religious holiday	15) Any religious holiday for which the employee will require leave of absence.
16) Height, Weight, Strength	16) Inquiry permitted only where directly required by the job or job sought.	16) Any inquiry which may be discriminatory if it screens out disproportionate numbers of minority group individuals or women and cannot be shown to be essential to the performance of the job.	
17) Political Belief	17) No inquiry permitted.	17) Any request which would require the applicant to divulge political affiliation, activity, or membership.	
18) Sexual Orientation	18) No enquiry permitted.	18) Any request which would require the applicant to divulge sexual orientation.	
19) Family Status	19) Inquiry only permitted if there are concerns that family members may have to supervise one another or if there is a potential for conflict of interest between family members.	19) Any general enquiry about who the individual is related to.	
20) Source of Income	20) No enquiry permitted. Note that programs/services under the Health & Community Services Act are exempt.	20) Any general enquiry on source of income.	
21) Criminal Convictions	21) Enquiries are permitted, however, discrimination is prohibited when the conviction is unrelated to the intended employment.	21) To discriminate based upon a conviction unrelated to the intended employment.	
22) Miscellaneous		22) A request of consent for personal investigation leading to information on race, religion, sex, age, handicap, etc.	

Attachment 7.02

Date: _____

Position Analysis

This guide is to assist the Selection Committee in setting out a proper selection procedure using all necessary available material. This material will be used to prepare advertisements, interview rating guides, interview questions and in the screening of candidates and the selection of oral and written examination materials.

Position Title:	_____
Department:	_____
Division:	_____
Location:	_____
Supervisor:	_____ Phone: _____

Board Members:	_____
Staffing Officer:	_____

CLASS CODE #

STATUS

Permanent	
Temporary	
Other	

Full-Time	
Full-Time	
Specify	

Part-Time	
Part-Time	
Duration	

DOCUMENTATION TO BE INCLUDED:

1. Position Classification Description _____

2. Class Specification _____

1. Position Summary

5. **Employees supervised:**

CATEGORY	DIRECTLY	INDIRECTLY
Administrative		
Administrative Support		
Operational		
Professional		
Technical		

6. **Budget responsibilities:**

	Direct Signing	Indirect Signing
Total Budget		
Signing Authority		

7. **Discuss consequences of error.**

TECHNICAL KNOWLEDGE

- Capabilities normally assessed under this criteria will include determination of:
- knowledge of Acts, Regulations, Policies and Guidelines;
 - understanding of terminology, principles and general theory of related subject matter;
 - ability to read and interpret written and graphic materials.

COMMENTS

MATHEMATICAL ABILITY

- Capabilities normally assessed under this criteria will include the ability to:
- work comfortably with figures;
 - perform calculations accurately;
 - identify and correct mathematical errors.
- Abilities related to financial and quantitative analysis, forecasting and budgeting will also be assessed under this criteria.

COMMENTS

MANUAL SKILLS

Capabilities normally assessed under this criteria will include the ability to:

- use equipment and tools with dexterity and economy of effort;
- anticipate and prevent accidents;
- keep work area neat and equipment properly maintained.

COMMENTS

CLERICAL SKILLS

Capabilities normally assessed under this area will include the ability to:

- use appropriate office equipment;
- demonstrate knowledge of common formats for correspondence and reports;
- maintain attention to detail;
- devise and access filing systems;
- produce finished typewritten copy from rough drafts.

COMMENTS

ANALYTICAL ABILITY

Capabilities normally assessed under this criteria will include the ability to:

- define parameters of the task and the desired objectives;
- gather relevant data from appropriate sources;
- identify restrictions;
- apply logical reasoning;
- develop results-oriented conclusions and test assumptions, observe results and incorporate revisions.

COMMENTS

CONCEPTUAL ABILITY

Capabilities normally assessed under this criteria will include the ability to:

- develop new ideas and uncommon solutions to problems;
- quickly grasp new concepts, approaches or systems;
- apply creative thinking;
- analyze problems with an open mind;
- process quickly information from a wide variety of sources.

COMMENTS

ORGANIZATIONAL ABILITY

Capabilities normally assessed under this criteria will include the ability to:

- plan, organize and monitor activities according to priorities;
- establish desired objectives;
- control and/or adapt to interruptions and changes without losing efficiency or composure.

COMMENTS

DECISION-MAKING

Capabilities normally assessed under this criteria will include the ability to:

- take a problem-solving approach to disruptions in work;
- gather information and utilize resources from varied sources;
- perceive and evaluate alternatives;
- analyze impact of decisions before executing them;
- make and implement decisions compatible with organizational goals;
- support decisions with appropriate evidence and rationale.

COMMENTS

INTERPERSONAL SKILLS

Capabilities normally assessed under this area will include the ability to:

- work cooperatively with a wide variety of individuals;
- interface effectively with customers, the public and co-workers;
- recognize strengths and limitations of self and others;
- gain the confidence and trust of others;
- exhibit appropriate sensitivity to feelings of others.
- focus on task or performance rather than personality when supervising or relating with others.

COMMENTS

COMMUNICATION SKILLS

Capabilities normally assessed under this criteria will include the ability to:

- listen effectively;
- respond clearly and directly;
- use vocabulary appropriate to situation;
- prepare clear, concise reports or records;
- receive written or oral instructions;
- describe or explain information concept, ideas or instructions to others.

COMMENTS

SUPERVISORY ABILITY

Capabilities normally assessed under this criteria will include the ability to:

- plan and direct work of others;
- recognize strengths and limitations of self and staff;
- motivate and obtain commitment of staff;
- exercise control by follow-up and monitoring quality of work;
- confront problems or successes;
- provide negative or positive feedback.

COMMENTS

MOTIVATION

(is a consideration in the selection of all staff)

Capabilities normally assessed in this criteria will include the ability to:

- do a thorough job on each task and complete assignments on time;
- demonstrate ability to pursue goals with commitment and take pride in accomplishment;
- take initiative eagerly, persist at tasks and maintain a high energy level;
- demonstrate self-confidence and a positive attitude toward self and others;
- enjoy reasonable risk-taking and competition;
- express personal and organizational needs in a positive, constructive manner.

COMMENTS

APPLICATION OF CRITERION

1. ADVERTISEMENT

Use point form in composing the body of the advertisement.
Avoid the use of credentialism in the qualifications, where possible.

2. EXAMINATIONS

If exam(s) are to be given, determine their content as well as their percentage value on the overall evaluation.

3. EVALUATION FORM

Devise an evaluation form by assigning numerical weights to selection criteria deemed priority for the position. If some criteria are to be measured through exams and/or reference checks, this should be included on the evaluation form.

4. INTERVIEW QUESTIONS

Determine appropriate interview questions to elicit responses which will give the Selection Committee sufficient information to measure each of the criterion as accurately as possible. Questions should include case situations and be as directly pertinent to the position requirements as possible. Some suggested interview questions are given on the following pages.

5. REFERENCE CHECK FORM

Devise a reference check form which will probe areas directly relevant to the position and its knowledge, skill and ability requirements.

RE-CAP OF IDENTIFIED SECTION CRITERIA

List below in order of priority the four (4) most valuable criteria for the position.

CRITERION

- 1.
- 2.
- 3.
- 4.

NOTE: Review and revise Selection Criteria eliminating any for which no adequate assessment technique is available OR devise additional assessment techniques. Please note comments below.

SCREENING CRITERIA

Education Required

Experience Required

SOME SUGGESTED INTERVIEW QUESTIONS

GENERAL

1. Give a brief overview of your qualifications as they relate to this position.

2. Present Position

- What are your current major assignments, challenges, problems?
- What are your major responsibilities?
- What are your most significant achievements?
- What have been your major disappointments?
- What do you like best about your present position? Least?
- Under what conditions do you work best? Least well?
- Give examples of your major strengths, your weaknesses?

3. If you were the successful candidate, how would you approach the job?

4. What do you feel you could contribute to the job?

TECHNICAL KNOWLEDGE

1. Verify extent of education in this field.

2. Describe your most challenging position in the _____ field.

3. In which area related to _____ have you made your greatest contribution? Why?

4. Describe your experience with and your direct responsibility for _____ and _____ within your organization.

5. What has been your most challenging assignment in _____ ?

MATHEMATICAL KNOWLEDGE

1. What involvement have you had with:

- a) financial planning?
- b) budgeting?
- c) fiscal controls?
- d) cost/benefit analysis?

2. Elaborate on any experience you have had in working with mathematical equations.
3. Elaborate on any mathematics courses you have taken. What were your marks for those courses?

MANUAL SKILLS

1. Elaborate on the type and use of equipment and machinery used in previous jobs?
2. Have candidate elaborate on past training and experience through which the required manual skills were acquired and demonstrated.

CLERICAL SKILLS

1. Give a brief description of two different types of filing system.
2. Elaborate on any previous experience in a receptionist role. Do you see this role as an important one? Why or why not?
3. Have you ever worked as a secretary to an individual? Elaborate on your responsibilities.
4. Elaborate on past experience in the area of record keeping.
5. Elaborate on your experience with composing correspondence.

ANALYTICAL ABILITY

1. Describe the toughest problem you have faced within the last six months? How did you handle it?
2. Do you follow any particular procedure when confronted with a complex problem? What are the most important elements? Why?
3. What do you foresee as the major problem in your job in the immediate and long range future?
4. What sources of information do you use to keep aware of problems within your department?

5. Give an example of how you used an open mind in analyzing a problem.

CONCEPTUAL ABILITY

1. Do you consider yourself to be a “self-starter” or are you better at implementing ideas of others? If the former, describe projects you have started.
2. Have you found any way to make your job easier or more rewarding?
3. What ideas would you like to see implemented in your organization?
4. Describe your most challenging assignment where a creative approach was necessary.

ORGANIZATIONAL ABILITY

1. Give an example of a past accomplishment which illustrates your organizational ability.
2. Describe how you would determine what constitutes top priorities in performance in your job.
3. What is your procedure for keeping track of matters requiring your attention?
4. What do you do when your time schedule is upset by unforeseen circumstances?
5. Describe how you have adjusted to an instance of sudden constraints on your operations.

DECISION-MAKING SKILLS

1. What was your most difficult decision in the last six months? What made it difficult?
2. The last time you did not know what decision to make, what did you do?
3. How do you go about making an important decision affecting your career?
4. Do you consider yourself to be thoughtful, analytical, or do you usually make up your mind fast? Give example.

INTERPERSONAL SKILLS

1. Elaborate on the nature of contacts you have had in previous positions.
2. Describe a sensitive issue which you have had to deal with. Explain how you demonstrated tact in handling it.
3. Describe the working relationships between you and the supervisors you have worked for.
4. What do you consider your major strengths and weaknesses to be? How do you think your subordinates (and/or supervisors) would describe your major strengths and weaknesses?
5. What has been the highest pressure situation you have been under in recent years? How did you cope with it.

COMMUNICATIONS SKILLS

1. Elaborate on any experience you have had in expressing your ideas to groups.
2. What is the most difficult communicating problem you have faced?
3. Identify the level and range of writing skills which have been required of you in previous jobs.
4. How much of your job involves listening?

SUPERVISORY ABILITY

1. Give examples of situations (in work or community activities) in which you have demonstrated leadership ability.
2. How would you describe your personal style of leadership?
3. Could you cite an example from your own experience where you have been faced with delegating authority and/or responsibility? How did it work?
4. What performance-evaluation procedures do you follow for evaluating your subordinates?
5. How do you motivate staff? Give examples.

6. Have you ever had to reprimand a subordinate? Is so, how did you handle the situation?

MOTIVATION

1. What are your long range career plans? What have you done to make these plans work?
2. How does this job fit into your long range career plans?
3. Why did you apply for this position? What will the job offer you? What can you offer the job?
4. Explore reasons for leaving previous positions.
5. Determine how the candidate prepared for the interview.

SECTION 3

RECRUITMENT AND STAFFING

3.02 PROBATION

AUTHORITY:	CIVIL SERVICE ACT/ REGULATIONS
ADMINISTRATION:	P.E.I. PUBLIC SERVICE COMMISSION GOVERNMENT DEPARTMENTS AND AGENCIES

Sub-Section 3.02 Probation	Date 1 October 2002	Page 1 of 5
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1. PURPOSE

1.01 The probationary period for employees allows time for a mutual assessment as to the suitability of the job to the employee, and the suitability of the employee for the job. The purpose of this policy is to provide information on the policy and procedures regarding the management of the probationary period.

2. APPLICATION

2.01 This policy applies to all appointments to positions in the classified division covered under the *Civil Service Act*.

3. PRINCIPLES

3.01 Probation is an essential part of the selection process, providing supervisors with an opportunity for close observation of how the employee applies skills and talents and interacts with other employees and clients in the workplace.

4. POLICY/PROCEDURES

4.01 New Employees

(a) Policy

- (i) Every person entering the classified division, except provisional employees and employees appointed to training positions, shall be probationary for a period of one thousand (1000) hours worked in the position from the commencement of employment as a probationary employee.
- (ii) Employees appointed to an excluded position shall be subject to a probationary period which, unless otherwise stated, shall be six months.
- (iii) The employer may, at any time during the probationary period, give notice to the employee and to the Public Service Commission that they intend to reject the employee pursuant to s. 27.(2) of the *Civil Service Act*.

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(b) Procedures

- (i) The supervisor provides the probationary employee with periodic assessments during the probationary period. The supervisor should use the Probationary Report Form (Attachment 5.01).
- (ii) During the probationary period, the supervisor should ensure the employee has been given:
 - a clear definition of the job duties;
 - reasonable expectations of performance;
 - an opportunity for discussion of performance; and
 - assistance in correcting problem areas.
- (iii) When a likely rejection becomes apparent, the supervisor should seek advice from senior management and the Public Service Commission.
- (iv) A supervisor who recommends the rejection of a probationary employee shall make the recommendation in writing to the Deputy.
- (v) A probationary employee who is rejected shall be provided a written notice of rejection signed by the Deputy Head with reasons for the rejection. Unless the Public Service Commission appoints the employee to another position within the civil service, they cease to be an employee on the expiration of the period specified in the notice.
- (vi) Upon successful completion of the probationary period the Commission shall grant the employee an appointment as a permanent employee.

4.02 **Employees Promoted, Transferred, or Hired From a Recall List**

(a) Policy

- (i) A permanent employee promoted, transferred, or hired from a recall list to a classified position shall be placed on a trial period in the new position for a period of five hundred (500) hours worked from the commencement of employment in the new position.

(b) Procedures

- (i) As with new employees, the supervisor should provide the trial employee with one or more periodic assessments during the trial period. The supervisor should use the Probationary Report Form (Attachment 5.01).
- (ii) Employees who fail to meet the requirements of a position shall revert to a position equivalent to their former position, and shall be paid at that rate at which they would have been paid had they not been promoted or transferred.
- (iii) Employees hired from a recall list and who are unsuccessful in the trial period will be laid off.

4.03 **Provisional Appointments**

- (a) When a person appointed to a provisional appointment obtains the necessary qualifications, they may be granted a Probationary appointment.
- (b) The Public Service Commission may count any portion of the time held on a provisional appointment as part of the probationary period.

5. ATTACHMENTS

5.01 Attachment (Probation Report)

PROVINCE OF PRINCE EDWARD ISLAND
 PROBATION REPORT
 (Instructions on Reverse)

EMPLOYEE		POSITION
DEPARTMENT/AGENCY	DIVISION	DATE OF APPOINTMENT
DATE OF REVIEW		PERIOD COVERED

WHEN MEETING WITH THE EMPLOYEE:

- 1) State and discuss the primary responsibilities of this position.
- 2) Set review dates to discuss progress, assigned tasks and/or identified areas requiring improvement.

Ratings: 1. Needs Improvement 2. Satisfactory 3. Very Good 4. Exceptional

1. QUALITY AND QUANTITY RATING
 Ability to Meet Deadlines _____
 Ability to Accomplish Assigned Tasks _____
 Supervision Required _____

COMMENTS: _____

2. RELATIONSHIP AND COOPERATION RATING
 With Clients _____
 With Peers _____
 With Supervisors _____

COMMENTS: _____

3. WORK HABITS RATING
 Regularity of Attendance _____
 Punctuality _____
 Use of Equipment and Supplies _____

COMMENTS: _____

4. COMMUNICATION SKILLS RATING

COMMENTS _____

5. ADAPTABILITY RATING
 Ease in Learning New Methods _____
 Ease in Following Directions _____
 Ability to Work Under Pressure _____
 Problem-Solving Ability _____

COMMENTS: _____

_____ Date

_____ Supervisor's Signature

375 hours

750 hours

1000 hours

C) Identify training/learning opportunities to assist the employee in completing assigned tasks and addressing areas requiring improvement.

EMPLOYEE'S COMMENTS

Date

Signature

REVIEWER'S COMMENTS AND RECOMMENDATION

Date

Signature

DEPUTY HEAD RECOMMENDATION

(to be completed at the end of the probationary period)

Grant Permanent Status YES NO

Date

Signature

INSTRUCTIONS

GENERAL

The probationary period is an integral part of the selection process, and should be used to determine whether the employee is to continue in their probationary period, be granted permanent status, or have employment terminated.

REFERENCE

Civil Service Act, Regulations Part IV

INSTRUCTIONS

1. The supervisor shall assess the performance of the probationary employee at the specified intervals.
2. A completed copy of the report is to be forwarded to the Departmental HR Section.
3. Although most employees successfully progress through their probationary period, there are instances where employees are not suitable. When a likely rejection becomes apparent, advice should be sought from the Departmental Human Resources Manager.
4. Rejection may occur at any time during the probationary period, but should normally occur only as the final step in a series of assessments of the employee's performance.

SECTION 3

RECRUITMENT AND STAFFING

3.03 TRANSFERS

AUTHORITY: CIVIL SERVICE ACT

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS AND AGENCIES

Sub Section 3.03 Transfers	Date 1 October 2002	Page 1 of 2
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1. PURPOSE

1.01 To provide information on the policy and procedures regarding employee transfers.

2. APPLICATION

2.01 This policy applies to all employees in the classified division of the P.E.I. Civil Service.

3. PRINCIPLES

3.01 A transfer can be “employer initiated” or “employee initiated”

3.02 A transfer shall not result in an increase in pay for an employee.

3.03 A transfer can be Intra-Departmental or Inter-Departmental.

3.04 A transfer is considered a permanent move.

4. DEFINITION

4.01 Transfer means to transfer an employee to a position for which the maximum rate of pay does not exceed the maximum rate of pay for the position from which the employee is transferred.

5. POLICY

5.01 Intra-Departmental Transfer:

- (a) An employer may transfer an employee from one position to another within the same department or agency.

5.02 Inter-Departmental Transfer

- (a) The Public Service Commission may transfer an employee from a position in a department or agency to another department or agency with the approval of the employing authority of the department or agency to which the transfer is made.

5.03 When an employee wishes to initiate an interdepartmental transfer, the

Sub Section 3.03 Transfers	Date 1 October 2002	Page 2 of 2
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employer should discuss options with the Public Service Commission.

- 5.04 A staff member of the Staffing and Human Resource Planning Division of the Public Service Commission will meet with the employee to discuss these options.
- 5.05 Expenses associated with employer initiated transfers are covered by the Relocation Expense Assistance Policy (17.06) of the [Treasury Board Policies and Procedures Manual](#).
- 5.06 No employee shall be involuntarily transferred to a position with a lower maximum salary except as a result of disciplinary action, the application of the lay-off procedures or for health reasons.

SECTION 3

RECRUITMENT AND STAFFING

3.04 TEMPORARY ASSIGNMENTS / SECONDMENT AGREEMENTS

AUTHORITY: THE COLLECTIVE AGREEMENT BETWEEN THE PROVINCE OF PRINCE EDWARD ISLAND AND THE UNION OF PUBLIC SECTOR EMPLOYEES

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION

1. PURPOSE

Sub Section 3.04 Temporary Assignment/ Secondment Agreements	Date 1 October 2002	Page 1 of 4
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1.01 Temporary assignment/Secondment agreements outline the terms of employment when a permanent employee is working in a temporary position/assignment.

2. APPLICATION

2.01 This policy applies to all employees of the classified division who are appointed to temporary positions within or outside of their home departments.

3. PRINCIPLES

3.01 Employers should make every effort to allow employees to experience temporary assignment opportunities. However, there may be some circumstances where this cannot occur due to operational requirements. Not only are temporary assignments a learning experience for employees, but they also enrich the home work environment when employees return with new skills gained while away.

3.02 Among other terms, these agreements ensure a continuation of benefits for employees, and a guarantee of employment upon completion of the assignment.

4. DEFINITIONS

4.01 Temporary Assignment Agreement is used when the employer remains the same (e.g. from one government department to another government department).

4.02 Secondment Assignment Agreement is used when there are two employers involved (e.g. government department and a health region).

4.03 Home Department/Region means where the employee's permanent position exists.

4.04 Host Department/Region means where the temporary job exists.

5. POLICY

Sub Section 3.04 Temporary Assignment/ Secondment Agreements	Date 1 October 2002	Page 2 of 4
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- 5.01 The P.E.I. Public Service Commission provides a form (Attachment 6.01) outlining the basis for these agreements, and must be involved as the author and a signator to any agreements between government departments and any other employers.
- 5.02 The agreement names the parties to the agreement, the name of the temporary position, the length of the temporary assignment, the benefits related to the assignment, and employment guarantee for the employee at the end of the temporary assignment.
- 5.03 The normal % pay increase to higher positions is 7%. If an employee is seconded to a participating employer of the CSSF, pension will be based on actual salary. If the employee is seconded to an employer outside the CSSF, pension will be based on substantive salary. Questions should be referred to the Employee Benefits Section of th PSC.
- 5.04 If the two employers involved in the agreement do not share the same benefit plan, the home employer generally keeps the employee on their payroll, billing the host employer for salary and benefits on a quarterly basis.
- 5.05 Employees will use vacation and other paid leaves where they are earned unless otherwise agreed upon. Benefit billing may be at a different rate where this does not occur.
- 5.06 Where the two employers share the same benefit package the employee usually transfers to the host employer's payroll (unless the length of the assignment is very short).
- 5.07 At the end of the assignment, the employee returns to a permanent position in their home department/region.
- 5.08 For temporary assignment competitions within government, the temporary assignment agreement replaces the letter of offer for permanent employees.
- 5.09 The signators to the agreement are the employee, the Deputy Minister/CEO with the two employers, and the CEO of the Public Service Commission.

Sub Section 3.04 Temporary Assignment/ Secondment Agreements	Date 1 October 2002	Page 3 of 4
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5.10 If the length of the secondment/temporary assignment is extended past a 3 month period, the Public Service Commission will make necessary changes to original assignment/document and circulate for signature. If extension is under a 3 month period, the host department will send a memo outlining the extension to all parties involved.

5.11 Temporary assignments/secondment agreements shall not exceed two years in length except in circumstances as outlined by the appropriate Collective Agreement.

6. ATTACHMENTS

6.01 Attachment (Temporary Assignment / Secondment Agreement)

PRINCE EDWARD ISLAND
PUBLIC SERVICE COMMISSION
TEMPORARY ASSIGNMENT/SECONDMENT AGREEMENT

A. PARTIES

This agreement is entered into between:

*
and
*
and
*
and
the P.E.I. Public Service Commission

B. CONDITIONS:

This Agreement outlines the terms of the temporary assignment of the above-noted employee from the * to the *.

1. During the period from _____ to _____ the employee will be on a temporary assignment to work in the full-time position of _____, with a possible extension to be reviewed at that time.
2. **(If moving to host payroll)**
During the period of the assignment, the employee will receive a salary of _____ per hour (Level____, Step____) plus any increments or negotiated increases to which he/she may be entitled. It is agreed that the _____ will pay his/her salary during the period of the temporary assignment.

OR

(If staying on home payroll)

It is agreed that during the period of the secondment, _____ will continue to receive his/her salary and benefits from the _____. The _____ will reimburse the _____ at a Level____, Step____ (\$ _____ per hour) plus ____% for benefits, plus any increments to which _____ is entitled as an employee of _____. The _____ will invoice the _____ on a quarterly basis.

3. The employee is expected to use vacation and other paid leaves where they are earned unless otherwise agreed upon.
4. This agreement may be terminated at any time by a party giving written notice to the other parties at least 30 days prior to the effective date of termination.
5. On completion of the assignment, the employee will return to a position not lower than level _____, step _____ with the Department of _____.

C. SIGNATURES

Date

Date

Date

Date

Employee

Deputy Minister, Department of

Deputy Minister, Department of

M. Elaine Noonan, C.E.O.
P.E.I. Public Service Commission

SECTION 3

RECRUITMENT AND STAFFING

3.05 CASUAL EMPLOYEES

AUTHORITY: CIVIL SERVICE ACT AND REGULATIONS

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS AND AGENCIES

Sub-Section 3.05 Casual Employees	Date 017 December 2002	Page 1 of 4
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1. PURPOSE

1.01 The purpose of this policy is to provide information on policies and procedures regarding the employment of casual employees.

2. APPLICATION

2.01 This policy applies to all appointments to positions in the casual division as outlined in the *Civil Service Act*.

3. DEFINITIONS

3.01 The casual division of the Civil Service consists of the following types of employees holding positions which are not permanent:

- (a) "Contract Employee" - an employee engaged by means of a contract authorized by Department Head or Deputy Head for temporary employment for a fixed term;
- (b) "Relief Employee" - an employee engaged to fill a position on a temporary basis as a replacement for the regular incumbent in the position.
- (c) "Temporary Employee" - an employee engaged to perform specific duties because of a temporary increase in the workload or initiation of a special project;
- (d) "Student Employee" - a person employed in the period from May to September who has been in full-time attendance as a student at an educational institution and affirms at the time of appointment that he/she will return to full-time attendance at an educational institution in the same year.

4. POLICY / PROCEDURE

4.01 Contract Employee

- (a) Executive Council has directed that as a general principle, staff employed by departments and agencies are to be hired under the *Civil Service Act*. Where a department or agency requires the services of an employee on a casual basis, it should first determine whether the person can be employed under the *Civil Service Act*.

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- (b) In situations where an appointment under the *Civil Service Act* would not meet the needs of the department or agency, an employee may be engaged under a contractual arrangement.
- (c) All employment contracts must be in writing and must be approved by Treasury Board.
- (d) Prior authorization from Treasury Board must be secured before a commitment can be made to a prospective contract employee.
- (e) Employees hired by contract must enter into a Standard Employment Contract specifying the terms and conditions of their employment.
- (f) Contract Employees are not eligible for membership in the bargaining unit.
- (g) Only in exceptional circumstances will Treasury Board approve an employment contract for a period greater than one year.
- (h) Where a department determines that it is necessary to engage someone by means of a contract, the department must seek Treasury Board approval (see [Treasury Board Policy and Procedures Manual regarding Employment Contracts Section 12](#))
- (i) Where approval to hire by contract is obtained, the department should request the P.E.I. Public Service Commission to recruit a suitable candidate.
- (j) Subsequent to Treasury Board approval, all employment contracts must be signed on behalf of Government by the Minister responsible for the department concerned.
- (k) Prior to the expiration of the contract, the department should inform the employee of the termination of employment. If the department wants to extend or renew the contract, it must obtain approval from Treasury Board, otherwise the employee must be terminated.
- (l) **Contract employees shall not perform the jobs of employees covered by the Collective Agreement.**

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4.02 Temporary/Relief Employees

- (a) Unionized temporary assignment opportunities which are greater than three months in duration must be advertised internally pursuant to [Article 39 of the Collective Agreement](#).
- (b) Excluded positions which are greater than three months in duration can be advertised either internally or open.
- (c) If a position is not filled by an internal competition, it can be filled by the P.E.I. Public Service Commission through an open ad or employment list or the department may choose to fill it independently.
- (d) Where a department anticipates that the work will last longer than six months, it should have the job filled by a temporary employee appointed by the PEI Public Service Commission as there is no provision to extend a departmental hire beyond six months.
- (e) The employment of a person hired by a department is limited to the equivalent of six months' service in any fiscal year, and the employment shall be terminated no later than after 1040 hours of work, or on the end of the fiscal year, whichever occurs first.
- (f) Where the employment of a temporary employee has been terminated under subsection (e), the employee may not be re-employed as a temporary employee by an employer until the next fiscal year.
- (g) Appointments made by the P.E.I. Public Service Commission are designated on the Human Resource Management Information System as Public Service Commission temporary or relief appointments and are eligible for internal competitions after one year of continuous service after that appointment.
- (h) Temporary positions of less than three months duration do not need to be advertised. They can be filled either through the P.E.I. Public Service Commission or independently by the Department.
- (i) Pay
 - (i) Temporary employees shall be paid the rate of pay specified

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in the Collective Agreement.

- (ii) Relief employees, who are qualified, shall be paid the rate of pay for the classified position which they are filling.

NOTE: If a step other than Step 1 is to be paid, it must have the concurrence of the Public Service Commission.

- (j) Seasonal temporary jobs are filled according to the recall process outlined pursuant to section [10 \(5\) of the Civil Service Act](#).

4.03 Student Employees

- (a) The P.E.I. Public Service Commission may appoint or an employer may hire a qualified person as a student employee.
- (b) A person may be employed as a student only during the period of May - September.
- (c) Student employees shall be paid the student rate of pay authorized by Treasury Board. No layoffs of employees in the Casual Division shall occur as a result of student employment (Article 1.25 of the Collective Agreement).
- (d) Student employees are not eligible for membership in the bargaining unit.

SECTION 3

RECRUITMENT AND STAFFING

3.06 DEPARTMENTAL RESPONSIBILITY IN STAFFING TEMPORARY ASSIGNMENTS

AUTHORITY: CIVIL SERVICE ACT
THE COLLECTIVE AGREEMENT BETWEEN THE
PROVINCE OF PRINCE EDWARD ISLAND AND THE
UNION OF PUBLIC SECTOR EMPLOYEES

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS AND AGENCIES

Sub-Section 3.06 Departmental Responsibility in Staffing Temporary Assignments	Date 05 December 2002	Page 1 of 7
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1. PURPOSE

1.01 Departments of government have the authority under the Civil Service Act to staff Temporary Assignments. The purpose of this policy is to ensure that there is clarity of responsibility between Departments and the Public Service Commission in relation to staffing temporary assignments.

2. APPLICATION

2.01 This policy applies to all temporary assignments which are advertised internally (within Departments) or in-service (across all government).

3. PRINCIPLES

3.01 There is to be consistency in the staffing process used by Departments and the PEI Public Service Commission.

3.02 There needs to be accountability for all staffing activity to ensure that decisions are based upon merit and that fairness guides the process.

3.03 Staff involved in the staffing process must be provided with training and knowledge about the staffing process so that they may conduct their work in a professional manner.

3.04 Confidentiality is to be ensured in all staffing activities; applicants have a right to confidentiality within competitions.

4. POLICY

4.01 Temporary Assignments may be staffed by Departments, however, the process needs to be one that is approved by the P.E.I. Public Service Commission. As indicated in this policy, there are situations where the P.E.I. Public Service Commission shall be involved.

4.02 Excluded Positions

- (a) In staffing Temporary Assignments of excluded positions, the Department may choose to advertise within the Department, in-service, or open to the public. Generally, positions would be advertised internally so that existing employees have the first chance at new opportunities. [Under Section 10 \(3\) of the Civil Service Act](#), departments may hire for a maximum of six months.

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The P.E.I. Public Service Commission may appoint for longer periods of time.

- (b) The eligibility for temporary in-service excluded competitions is as outlined in Section 17 of the Civil Service Act.
- (c) For temporary assignments advertised in-service or open, a staffing officer from the P.E.I. Public Service Commission shall be involved in setting up the competition to ensure that the screening of applicants and the selection process are done according to P.E.I. Public Service Commission standards.
- (d) Departmental staff who are involved in the selection process are to have received training in the staffing process. If training and staffing experience are lacking, an experienced departmental HR Manager or staffing officer must be involved in the selection process.

4.03 Unionized Positions

The process for the staffing of unionized Temporary Assignments is outlined in Article 39 of the UPSE Collective Agreement.

- (a) “The Employing Authority shall post the temporary assignment within the Department, Agency or in-service for a period of seven calendar days. The posting shall indicate that applications are restricted to classified employees and relief and temporary employees with a minimum of one year of continuous service following an appointment through competition by the Commission.”
- (b) In filling the temporary assignment, the applications shall be processed in the following order:
 - (i) Applications from employees within the Department or Agency shall be fully processed;
 - (ii) If the temporary assignment is not filled by the process outlined in section (a), the Employing Authority may then consider applications from employees in other Departments or Agencies.
- (c) If it is believed that there may not be qualified eligible applicants

Sub-Section 3.06 Departmental Responsibility in Staffing Temporary Assignments	Date 05 December 2002	Page 3 of 7
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within the department, then the position may be advertised in-service. If there are no qualified applicants from the internal competition, the position may be filled from an existing employment list that was created by the P.E.I. Public Service Commission from an open competition, or the position may be advertised externally. With in-service or open competitions, the Commission shall be involved in the screening of the competition. All appointments for in-service or open competitions shall be made by the P.E.I. Public Service Commission.

- 4.04 Departments have full authority to staff temporary assignments that are advertised only within their Department. For these competitions, the departmental HR Manager or the supervisor of the position being advertised is to chair the selection board and is responsible to ensure that the staffing process is carried out according to this policy. If there are any concerns, a staffing officer from the P.E.I. Public Service Commission is available for consultation. Attached is a checklist that, in point form, identifies the steps of the process for competitions for temporary positions. (Attachment 5.01)
- 4.05 (a) After positions have been advertised and the competition has closed, all applications will be screened to ensure that they meet the qualifications as stipulated in the job ad and that the applicant is eligible for the competition. For unionized positions, to be eligible the applicant must be “a classified employee or a relief or temporary employee with a minimum of one year of continuous service following an appointment through competition by the P.E.I. Public Service Commission.
- (b) Employees are expected to complete the full length of a temporary assignment unless applying for a permanent position.
- 4.06 (a) The selection board must confirm the eligibility of all applicants to ensure that they meet the eligibility requirements, as outlined in section 4.03 (a) above. The departmental HR office will need to be contacted to obtain information on applicants to confirm eligibility for competitions.
- (b) For government wide competitions where an applicant is from another department, the staffing officer will establish the eligibility

Sub-Section 3.06 Departmental Responsibility in Staffing Temporary Assignments	Date 05 December 2002	Page 4 of 7
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of the applicant. Also, if the applicant is working in a temporary assignment, the selection board is responsible to establish the duration of the temporary assignment (employees working in a temporary assignment are not to be considered for another temporary assignment until they have completed the first one.)

- (c) It is crucial that this step is followed to avoid the possibility of appointing an applicant who is not eligible. Grievances may be filed in all competitions for temporary and permanent positions.

- 4.07 The selection process normally consists of an interview, testing (if required), and reference checking. Once the applications are screened to determine who is qualified and eligible for the competition, those who are to be interviewed and/or tested, are contacted to arrange a time for the interview and/or test. Applicants should be given as much lead time as possible so that they may adequately prepare for the process. Those applicants who are not qualified or eligible for the competition are also to be advised of the outcome of the screening process. With internal applicants, tact and sensitivity is to be used as these applicants continue to be employees of the department. While normally applicants are advised in writing, sometimes it is advisable for the supervisor to discuss the outcome of the screening with the applicants.
- 4.08 When using interviews or tests to evaluate applicants, it is critical that the questions relate to the position and be used to evaluate the applicants qualifications, relative ability, knowledge and skills to perform in the temporary assignment. These factors are more commonly referred to as the merit principle.
- 4.09 Once interviewing and testing (if used) are completed, the top applicants are to be referenced. With internal applicants, only one reference is required. However, more should be completed if there are any concerns with the work performance of the applicant being referenced. Reference forms from the P.E.I. Public Service Commission are recommended so that the questions asked conform with Human Rights legislation and relate to the duties of the position. The selection process, including referencing, is subject to the grievance process.
- 4.10 When the evaluation of applicants is complete, the Deputy of the department is provided with the results of the competition. For any internal competitions, the name of the top candidate, based upon the merit principle, is provided to the Deputy for authorization to hire. The

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Deputy (or Minister, as per Departmental practice) signs their authorization to hire the recommended candidate.

- 4.11 (a) If departments take responsibility for the competition, they are responsible to ensure that applicants are advised of the outcome of the competition. The successful candidate in the competition is to be advised in writing of the offer of employment. It is recommended, for consistent purposes, that departments use the offer letter format used by the P.E.I. Public Service Commission.
- (b) Generally, it is advisable to confirm that the successful candidate has accepted the position before advising the unsuccessful applicants.
- 4.12 (a) Departments are responsible to ensure that they establish a filing system for all competitions of temporary assignments for which they take responsibility. Competitions that have been advertised in-service or open are to be returned to the P.E.I. Public Service Commission for retention. If the P.E.I. Public Service Commission is involved in the full process of filling a temporary assignment, they will maintain a file, so the Department would not be required to do so.
- (b) All documents associated with competitions are to be retained in the competition file. The entire file is to be retained for a minimum of eighteen months, and employment lists (lists of all applicants in a competition and the results of their evaluation), the signed notification of results form, and a copy of the job ad are to be kept an additional six years.
- 4.13 Periodic audits may be conducted by the P.E.I. Public Service Commission to ensure compliance with the required staffing process.
- 4.14 For consistency purposes, it is recommended that the staffing forms developed by the P.E.I. Public Service Commission be used by Departments. Forms may be accessed from the P.E.I. Public Service Commission at any time.
- 4.15 (a) There is a requirement that statistics be maintained on staffing activity. Departments are required to maintain the following statistics on any staffing activity for which they take responsibility:

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the number of competitions, number of applicants, number of interviews, and number of appointments.

- (b) An annual report shall be submitted by each Department to the P.E.I. Public Service Commission, by April 30 each year. This report shall provide the above information on Departmental staffing activity for the previous fiscal year.

5. ATTACHMENTS

5.01 Attachment (Competition Checklist)

Attachment 5.01

P.E.I. Public Service Commission

Competition Checklist

1. Declarations Signed
2. Job Analysis Completed
3. Rating Criteria Established
4. Questions Developed
5. Applications Screened
6. Human Rights Guidelines Reviewed
7. Interviews Set Up
8. Marginal/Not Qualified/Not Eligible Letters Sent
9. Interviews Completed
10. References Checked
11. Recommendation List Signed
12. Offer of Employment Made
13. Unsuccessful Applicants Notified
14. File Maintained in Confidential Location

SECTION 3

RECRUITMENT AND STAFFING

3.07 SEASONAL HIRING AND RECALL PROCESS

AUTHORITY: CIVIL SERVICE ACT

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS / AGENCIES

Sub Section 3.07 Seasonal Hiring and Recall Process	Date November 8, 2001	Page 1 of 2
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1. PURPOSE

1.01 The recall provision is intended to provide government with a stable seasonal workforce, while providing some security of tenure to seasonal employees. Vacant, seasonal positions, that are not filled by the recall process, should be filled through a fair hiring process. The purpose of this policy is to provide information on the recall / seasonal hiring process.

2. APPLICATION

2.01 The recall process applies to seasonal employees who have met the following criteria;

a) They have worked a minimum of ten (10) weeks in a recall job in the previous season and have completed their full term of employment.

b) They have received a satisfactory performance evaluation for that job.

c) That same job must be available.

d) They must have been referred through the Seasonal Hiring Centre for the original seasonal appointment, unless the incumbent has worked in that position prior to the inception of the SHC - April 6, 1999.

3. POLICY (Recall Process)

3.01 A department or agency must contact eligible employees three to four weeks in advance of the job's starting date. Vacancies will occur when previous seasonal employees are no longer interested, previous work performance was not acceptable, or where new seasonal positions arise.

3.02 If the employee worked greater than ten (>10) weeks in each of two recall jobs, they must choose the job for which they wish to be recalled.

3.03 If an employee quits their job, or is terminated for just cause, they are ineligible for recall but can reapply to the SHC in the following season.

3.04 Supervisors must complete a performance evaluation on each employee and submit it to the departmental human resource section.

POLICY(Seasonal Hiring Process)

- 3.05 The SHC is a registration service for persons seeking seasonal employment with the Province of Prince Edward Island. The SHC is operated by the PEI Public Service Commission. Temporary seasonal positions are generally those filled by departments needing extra staff to address certain peak workloads, usually connected to a season of the year. Typically, these positions do not require professional or technical skills to perform the duties.
- 3.06 The SHC publishes an advertisement calling for applications on an annual basis. Application forms are submitted to the SHC where they are maintained in a database for one year. Applications are assessed to identify potential areas of employment and a new application form must be submitted each year.

4. PROCEDURES (Seasonal Hiring)

- 4.01 The department/agency identifies a vacancy and determines whether someone may be eligible for that job based on recall. If no one is eligible then a requisition is forwarded to the SHC. The requisition should be submitted to the SHC two weeks in advance of the job's start date.
- 4.02 Staff at the centre search the database to identify three suitable candidates based upon ability, geographic location and economic need.
- 4.03 Need is determined based on information provided by the applicant. Further referencing may be necessary in order to confirm the information.
- 4.04 The candidates are then referred to the departmental/agency's human resource manager.
- 4.05 The department/agency makes their selection and notifies the candidate and the SHC.
- 4.06 If the department/agency conducted the interviews, then they are also responsible for notifying the unsuccessful candidates.
- 4.07 If an employee is fired ("let go") from their job, the department must complete an evaluation form and notify the SHC.

SECTION 4

COMPENSATION

4.01 PAY ADMINISTRATION

AUTHORITY: CIVIL SERVICE ACT/ REGULATIONS
COLLECTIVE AGREEMENT BETWEEN THE PROVINCE OF
PRINCE EDWARD ISLAND AND THE UNION OF PUBLIC
SECTOR EMPLOYEES

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION

Sub-Section 4.01 Pay Administration	Date 29 November 2001	Page 1 of 5
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1. PURPOSE

1.01 The purpose of this section is to outline the pay practices of the Civil Service.

2. APPLICATION

2.01 Policies and information in this section apply to all those administering or receiving pay through the Civil Service payrolls.

3. POLICY

3.01 Pay periods

- a) There are two pay periods, one for the hourly payroll and one for the salary payroll. The pay period for a salaried employee is from Tuesday to Monday with the pay date on Thursday preceding the pay end date. Employees are paid up to date and in advance for Friday and Monday of each pay period.
- b) The hourly payroll is from Sunday to Saturday. Employees are paid two weeks behind and receive their pay on Thursday of the pay week.

3.02 Payroll Responsibilities

- a) **Employee:** The employee identifies the account to which their direct deposit is to be directed, their current address, TD1 information, and where applicable gives authorization for the deduction of optional benefits. The employee is also responsible to provide name and other changes to ensure the continued accuracy of their payroll record.
- b) **Department:** The department provides authorization for any payment made to the employee and for employee leave requests. Departments ensure time worked reports and leave requests are presented in a timely manner and are authorized in accordance with policy. The departments ensure proper input into the Payroll Leave system and to verify such information is accurate.
- c) **P.E.I. Public Service Commission:**

Sub-Section 4.01 Pay Administration	Date 29 November 2001	Page 2 of 5
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- i) Responsible for reporting and submitting payments for deductions, for system security, for FIS interface and the maintenance of payroll tables.
- ii) Responsible for reporting and payment of various employee benefits such as Blue Cross, Group Life and Pensions.
- iii) Responsible for authorizing changes to an employee's pay rate and for the maintenance of the payroll system.
- iv) For further information regarding payroll processing refer to the Executive Linc, Payroll/Leave Manual or contact Systems and Administration or Employee Benefits of the P.E.I. Public Service Commission. (902)368-4254.

3.03 Pay Deduction

There are basically two types of deductions, compulsory and optional.

- a) Compulsory for all employees - Deductions include:
 - CPP Contact Canada Customs and Revenue for further details.
 - EI
 - Income Tax

For eligible employees:

- Pension See Benefits Administration Section
 - Group Life
 - Long-Term Disability
- b) Optional Deductions include:
 - Health and Dental Insurance
 - Additional Insurance Coverage
 - Canada Savings Plan
 - United Way
 - Computer Purchase Plan
 - Staff Funds

3.04 Allowances

The [Collective Agreement](#) provides for several types of allowances to be

Sub-Section 4.01 Pay Administration	Date 29 November 2001	Page 3 of 5
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paid to those employees who qualify.

- a) Designated Employee Transportation Conditions Allowance (Article 11.05)
- b) Tool Allowance (Article 11.06)
- c) Protective Clothing and Equipment (Article 20)
- d) Low Distance Drivers Allowance (Article 34.05)

3.05 Provisional Pay Rates

Employees appointed on a provisional basis shall be paid a pay rate that is ninety (90) percent or more of the minimum step of the classification. (Article 11.02)

3.06 Increment Increases

- a) Employees shall receive an increment increase to the next step in the pay range once they have completed 1950 or 2080 hours of work or paid leave depending on the hours of work code. For those employees covered in Article 2.03 who have had breaks in service, the accumulation of hours for increment purposes begins on April 1, 2001.
- b) Additional information regarding eligibility for an increment increase upon promotion or while on maternity or parental leave are as outlined in Article 12 of the Collective Agreement.
- c) Information on withholding increments is contained in Article 27.10.

3.07 Promotions or Reclassifications

Compensation information on promotion by competition or reclassification is found in Article 14 of the Collective Agreement and in Section 26 of the [Civil Service Act](#).

3.08 Pay Rates for Relief and Temporary Employees (Article 11.03)

- a) The work to be assigned to temporary and relief employees must be

Sub-Section 4.01 Pay Administration	Date 29 November 2001	Page 4 of 5
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reviewed by the Classification Division to determine the correct classification level of the work. Further information on this subject is available from Article 11.03 and 11.04 of the Collective Agreement. If a classification for a temporary position is unknown, a description of the position must be forwarded to the Labour Relations and Classification Division of the P.E.I. Public Service Commission before an offer of employment is made.

- b) Provisions for determining the **hiring rate** for temporary and relief employees is outlined in TB575/92 directive and is outlined below. This directive was confirmed by the Chair of Treasury Board in 1997. These directions are:
- i) Employees whose tasks match those of a classified position and who possess the necessary qualifications of the position will be hired at the first step of the pay range of the equivalent classification.
 - ii) Hiring rates beyond the first step may be paid only in **exceptional circumstances** where:
 - The department determines that a higher step is required to recruit a qualified candidate; or
 - The employee was employed in a higher step in the same classification during the immediately preceding 12 month period.
 - (iii) Where it is determined that a pay rate beyond the first step of a classification is necessary to recruit a qualified applicant, departments are asked to forward a memo to the Director of Labour Relations and Classification, in which the recruitment efforts which have taken place are identified.
 - (iv) Where recruitment efforts have not occurred, departments may wish to forward the matter directly to Treasury Board to request an exemption from TB575/92.

3.09 Rates of Pay for Temporary Assignments and Acting Appointments

Rates for employees successful in attaining a Temporary Assignment or

Sub-Section 4.01 Pay Administration	Date 29 November 2001	Page 5 of 5
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Acting Appointment shall be as per Article 17 of the Collective Agreement.

SECTION 4

COMPENSATION

4.02 GROUP INSURANCE

AUTHORITY: PUBLIC SECTOR GROUP INSURANCE PLAN TRUST
DOCUMENT

ADMINISTRATION: PUBLIC SECTOR GROUP INSURANCE PLAN TRUSTEES
JOHNSON INCORPORATED
GOVERNMENT DEPARTMENTS / AGENCIES

Sub Section 4.02 Group Insurance	Date 2 October 2002	Page 1 of 2
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1. INTRODUCTION

- 1.01 The Public Sector Group Insurance Plan (PSGIP) provides life and disability insurance as well as health and dental coverage for members of the Province of PEI public sector. The PSGIP is governed by a board of trustees who are appointed by the participating employers and unions. The trustees are responsible for the operation and administration of the PSGIP.
- 1.02 The PSGIP consists of the following insurances:
- life and dependant life
 - accidental death and dismemberment
 - long term disability
 - health care
 - dental care
 - travel
- 1.03 The access to these insurances and amount of coverage provided under each is determined by a member's class of employment as defined by the PSGIP (see below).
- 1.04 The trustees have hired Johnson Incorporated to do the day to day administration of the PSGIP. The trustees have hired Canada Life to pay the health and dental claims which are submitted to the Plan.

2. APPLICATION

- 2.01 Membership in the PSGIP is available to a person who
- (1) is a Canadian resident,
 - (2) is an employee of the Province of PEI or another participating employer and
 - (3) meets the criteria of one of the following classes:
- Class I Permanent full-time employees, and permanent part-time employees (including provisional and probationary employees) with a guarantee of 40% or more of the normal weekly working hours for at least 6 months. This includes contract employees for whom benefit eligibility is specified in the employment contract.
- Class II Permanent part-time employees (including provisional and probationary employees) with a guarantee of less than 40% of the normal weekly working hours

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Class III Permanent part-time employees with a guarantee of at least 37.5 hours per week, for a minimum of 600 hours and a maximum of 6 months during the year

Class IV Casual Employees

3. POLICY

3.01 Please refer to the PSGIP Administration Guide and the PSGIP booklet for active employees.

3.02 Section 1 of the PSGIP Administration Guide outlines the responsibilities of the department with regards to the group insurance plan (see "The Group Contact's Responsibilities").

4. PROCEDURES

4.01 Questions on eligibility and coverage should be forwarded to the PSGIP administrator as follows: Johnson Incorporated
200 Queen Street
Charlottetown PE C1A 4B6

Ph (local) 628-3537
Toll Free 1-800-371-9516

4.02 Claims for health and dental expenses should be made to the PSGIP claims payer as follows: Canada Life
47C Beachgrove Road,
Charlottetown PE C1E 1K5
Toll Free 1-800-565-0759

4.03 If a PSGIP members wishes to appeal a decision by the administrator or claims payer, please send a written appeal to the following:
PSGIP Trustee Co-ordinator
c/o HR Associates
1 Harbourside
Charlottetown PE C1A 8R4

SECTION 4

COMPENSATION

4.03 PENSION

AUTHORITY: THE CIVIL SERVICE SUPERANNUATION ACT

ADMINISTRATION: P.E.I. PUBLIC SERVICE COMMISSION

Sub- Section 4.03 Pension	Date 05 December 2002	Page 1 of 7
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1. INTRODUCTION

- 1.01 The Civil Service Superannuation Act (CSSA) provides post-retirement pension benefits to employees of the Province of PEI and other participating employers.
- 1.02 The Provincial Treasurer is the minister responsible for the CSSA. The Minister has delegated the responsibility of the day to day administration of the CSSA to the Employee Benefits Section of the Public Service Commission.
- 1.03 The CSSA provides for the establishment of the Civil Service Superannuation Fund (CSSF) into which all contributions are to be made and out of which all pension benefits are to be paid.

2. APPLICATION

- 2.01 A person is a member under the CSSA where he/she works a minimum of 600 hours per year and meets one of the following criteria:
- (a) Probationary, Provisional, and Permanent Civil Servants
 - (b) CSC appointee after 2 years
 - (c) Executive Division employees
 - (d) Employees of Crown Corporations
 - (e) Employees of approved Participating Employers
 - (f) Plan members receiving Long Term Disability
 - (g) Contract employees (if participation is provided for in the contract)

3. PRINCIPLES

- 3.01 The CSSA provides for a pension benefit equal to 2% of a member's salary (average of the three years of highest salary) for each year of pensionable service. The 2% benefit is comprised of :

- Life-time Benefit	1.3 % (*)
- Temporary Bridge Benefit	<u>0.7 %</u>
	<u>2.0 %</u>

* The life-time benefit is the full 2% for that portion of pensionable earnings in excess of the YMPE. (Yearly Maximum Pensionable Earnings) as set out by the Canada Pension Plan.

- 3.02 It is important to note that the benefits paid from the CSSF are integrated

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with those paid by the Canada Pension Plan. Initially, the two plans were integrated so that the total normal pension benefits provided by both Plans would be equivalent to the total pension benefit provided prior to the introduction of the CPP.

- 3.03 The CSSF provides a temporary Bridge Benefit which is paid from date of retirement until age 65, the date at which a person is eligible for an unreduced CPP pension. The Life-time Benefit plus the Bridge Benefit will be roughly equal to the Life-Time Benefit plus the unreduced CPP Benefit that you can draw at age 65.
- 3.04 All members are required to make contributions to the CSSF and member contributions are matched by the employer. The required contribution rate is set out in section 7 of the CSSA.

4. INTERPRETATION

- 4.01 For interpretation of the CSSA and its regulations, please contact the Employee Benefits Section.

5. POLICY

- 5.01 Please refer to the [Civil Service Superannuation Act](#) and Regulations.
- 5.02 Please refer to the [Civil Service Superannuation Fund Plan Summary](#).

6. PROCEDURES

- 6.01 New Hires or a Previously Casual Employee who Obtains a Classified Position
 - (a) The employing department is required to complete a “New Member Enrollment” form (Attachment 7.01) when a new employee is hired and is eligible to participate in the pension plan. The completed form is to be forwarded to the Employee Benefits section of the Public Service Commission.
 - (b) If a new employee is leaving another department to take the position, then the department that is acquiring the employee should only complete the “Notice of Change” (Attachment 7.02) for the employee. A note should be added to the change form stating that the employee is changing positions and was previously with

Sub- Section 4.03 Pension	Date 05 December 2002	Page 3 of 7
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another department.

- (c) The employee's pay records must contain the correct appointment type and pay type in order for pension deductions to be made from the employee's pay.

6.02 Changes to Employee Data

The employing department is required to complete a "Notice of Change" form if there is a change in:

- (a) an employee's name
- (b) an employee's employment status (eg. switch from full to part time)
- (c) an employee's payroll department code

The completed form should be forwarded to the Employee Benefits Section.

6.03 Employees Who Terminate or Resign

- (a) (The employing department is required to complete a "Notice of Terminated Employee" form when a member of the pension plan ceases to be employed by the Province of PEI or one of the participating employers. The completed form should be forwarded to the Employee Benefits Section.
- (b) If an employee is moving to a new position with another department of the Province of PEI, then the department that is releasing the employee should only complete the "Notice of Change" (Attachment 7.03) for the employee. A note should be added to the change form stating that the employee is changing positions.

6.04 General

- (a) Questions on eligibility and benefit entitlements should be forwarded to the CSSA administrator as follows:

Employee Benefits
Public Service Commission
3rd floor Sullivan Building
Phone 368-4004

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7. ATTACHMENTS

- 7.01 Attachment- [New Member Enrollment Form](#)
- 7.02 Attachment- [Notice of Change Form](#)
- 7.03 Attachment- [Notice of Terminated Employee Form](#)

**Attachment 7.01
PEI Civil Service Superannuation Fund
New Member Enrollment**

A. Personal

SIN	
Last Name	
First Name	
Other Name	
Initial	

Date of Birth	
Gender	
Language	

Mailing Address:

1	
2	
3	
4	
Postal Code	

B. Employment

Employer Name	
Employee's Date of Hire	
Employee ID no. (if applicable)	
Employment Type	Regular, Part-time
Work %	
Department Code	

Note: Department Code only needs to be completed by Province of PEI, Queens Region Health Authority and East Prince Health Authority.

C. Pension

Standard Hours	75 hours or 80 hours
Contribution Start Date	

In the past, was the employee ever a member of the CSSF?	YES	NO
If yes, who was the employer at that time?		

For Office Use Only

Entered into Ariel by: _____ Date _____

**Attachment 7.02
PEI Civil Service Superannuation Fund
Notification of Change**

Submitted by _____ Date _____

A. Personal

SIN	
Last Name	
First Name	
Other Name	
Initial	

Change of Name

Last Name	
First Name	
Other Name	
Initial	

Change of Mailing Address:

1	
2	
3	
4	
Postal Code	

B. Employment (Complete only if employment data has changed)

Employer Name	
Employee ID no. (if applicable)	
Employment Type	Regular, Part-time
Work %	
Department Code	
Effective Date of Change	

Note: Department Code only needs to be completed by Province of PEI, Queens Region Health Authority and East Prince Health Authority.

C. Pension (Complete only if pension data has changed)

Standard Hours	75 hours or 80 hours
Effective Date of Change	

Submitted by _____ Date _____

For Office Use Only

Entered into Ariel by: _____ Date _____

**Attachment 7.03
PEI Civil Service Superannuation Fund
Notice of Terminated Employee**

A. Personal

SIN	
Last Name	
First Name	
Other Name	
Initial	

B. Employment

Employer Name	
Employee ID no. (if applicable)	
Employee's Date of Termination	
Last Paid Day of Work	
Does the last pay include lump-sum vacation pay-out?	
If so, how much and # of days	

Please note: Lump-sum vacation payouts are not considered pensionable therefore no pension contributions should be deducted from such lump-sum payouts.

C. Pension

Has the employee been instructed to contact the Employee Benefits office re: pension options available to him/her?

Submitted by _____ Date _____

For Office Use Only

1. Final Payroll Transactions Posted: (date) _____
2. Terminations Options Sent to Member: (date) _____
Member Pension Status Changed To: Deferred
Sub-status Changed To: Non Completed Termination
3. Employment Status Changed to: Terminated

When Member Notifies us of Option:

4. Pension Status Changed to: Deferred Pensioner, Terminated Without Benefits (i.e. non-vested), or Pensioner

Entered into Ariel by: _____ Date _____

SECTION 4

COMPENSATION

4.04 SICK LEAVE

AUTHORITY: THE COLLECTIVE AGREEMENT BETWEEN THE
PROVINCE OF PRINCE EDWARD ISLAND AND THE
UNION OF PUBLIC SECTOR EMPLOYEES

ADMINISTRATION: P.E.I. PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS AND AGENCIES

Section 4.04 Sick Leave	Date 2 October 2002	Page 1 of 7
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1. PURPOSE

1.01 To outline the terms and conditions related to the accumulation and utilization of an employee's sick leave.

2. APPLICATION

2.02 This applies to those employees outlined in [Article 2.02](#) of the Collective Agreement but also has some application to all employees within the Civil Service.

3. POLICY

3.01 General ([Article 23](#) of the Collective Agreement)

- (a) Sick leave is provided to enable employees to be absent during periods of illness as well as for medical and health examinations or treatments without suffering financial loss of their regular salary. Any employee found to be abusing sick leave may be subject to disciplinary action (See 3.11 for guidance regarding Absenteeism).

3.02 Entitlement

- (a) Full-time employees earn sick leave at the rate of 9.375 hours for each 162.5 hours of work or paid leave. The maximum number of hours an employee can accumulate is 1575. Employees with a maximum accumulation shall continue to earn credits which may be used for any illness occurring within the current fiscal year without affecting their maximum accumulation.

3.03 Granting of Leave

- (a) An employee who is absent due to illness must notify their supervisor as soon as possible. The employee must complete a leave form outlining the nature of his/her illness and certifying their inability to perform their duties. If an employee does not wish to disclose the nature of his/her illness on the sick leave application the Employing Authority may accept a separate written statement as to the nature of the illness. The Employing Authority has the right to be kept informed of the employee's condition and a

Section 4.04 Sick Leave	Date 2 October 2002	Page 2 of 7
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prognosis regarding their anticipated return to work date.

- (b) A Physician's statement is required for an illness exceeding five (5) consecutive days/shifts or when the employee has been granted ten (10) days/shifts on their own certification. Notwithstanding this, the employer may request certification regardless of the length of leave if circumstances warrant.
- (c) An employee must submit a leave form no later than ten (10) calendar days from the beginning of the absence. If he/she does not provide a leave form they will not be paid for the leave of absence unless there were extenuating circumstances which will be considered by the Employing Authority

3.04 When Benefits are not Paid

- (a) Sick leave credits will not be provided when an employee is:
 - (i) receiving statutory holiday pay;
 - (ii) on suspension without pay; and
 - (iii) on leave without pay (with the exception of Injury on Duty Article 19.08).

3.05 Sick Leave Advances

- (a) Classified employees may be provided advancement of sick leave credits to a maximum of 15 days.
- (b) In order to qualify for a sick leave advance, the employee must:
 - (i) be under a medical doctor's care; and
 - (ii) show that sick leave credits have not been previously misused.
- (c) The Employing Authority should review the following when considering a request for advancement of sick leave;
 - (i) employee's leave history;
 - (ii) is the employee having difficulty repaying previous advances; and
 - (iii) is the illness likely to become a long term disability?

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- (d) The denial of advancement of sick leave credits to an employee is not subject to the grievance process.
- (e) An employee who is terminated for reasons other than layoff, permanent disability, or death must repay the Employer for all outstanding advanced sick leave credits.

3.06 Bridging of Sick Leave

An employee who is terminated and is rehired within twelve months shall be credited the sick leave credits they had at the time of termination.

3.07 Medical Examinations

- (a) This provision can be helpful where the employer is unable to get sufficient medical information on which to base its decision regarding the employee or in a case where the employee may be denying the existence of a medical problem and therefore is not obtaining appropriate advice or treatment.

3.08 Disabled Employee Options

- (a) If, as a result of a medical examination the employee is found to be physically or mentally disabled from performing the functions of the position he/she occupies, the employee may request an accommodation pursuant to Article 40.
 - if a reasonable accommodation of the disability is not available, the employee will be placed on sick leave until sick leave credits are exhausted or the employee is able to return to work, whichever occurs first, or
 - if the employee is unable to return to work or be accommodated by the date sick leave credits are exhausted, the employee can request to be placed on a leave of absence without pay in accordance with Article 24.09(b) or
 - if the employee is unable to return to work or be accommodated at the end of the leave of absence, the employee will be subject to the layoff provisions of Article 36.

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3.09 Addiction Treatment (See Section 8.06 - Employee Assistance Program)

Pursuant to Article 23.16 where an employee's job performance is unsatisfactory and is considered by the Employing Authority to be due to the use of alcohol or other drugs and where the employee concerned voluntarily elects or is directed to undertake an approved rehabilitation program, the employee may be granted sick leave with pay in accordance with the Collective Agreement and the *Civil Service Act* & Regulations respecting Drug Abuse.

3.10 Duty to Accommodate (Article 40)

The area of disability and accommodation is an extremely complex and dynamic one. In any case of employee disability the departmental HR Manager should be consulted at a very early stage. Depending on the circumstances, there may be a need to confer with the PEI Public Service Commission and others in order to ensure that the employer's duty to accommodate a disabled employee is discharged.

3.11 Absenteeism

- (a) The management of innocent absenteeism is really a matter of performance management. While the issues relating to absenteeism are unique, the employer response in cases of significant absenteeism is non-disciplinary and is provided in the context of the desire for improved performance.
- (b) As an element of performance, it is clearly appropriate to speak with employees regarding their absenteeism in the context of performance development.
- (c) The absences requiring close monitoring include sick leave, injury on duty leave, and special leave related to family illness. For cases where the employee does not appear to have an on-going disability, the employer should determine whether anything at work is causing or contributing to the absences. The employee should be asked about this and given an opportunity to indicate whether anything at work or elsewhere in their life is causing them difficulties. A sudden increase in sick and special leave usage may be an indicator of the onset of a disability such as substance abuse

Section 4.04 Sick Leave	Date 2 October 2002	Page 5 of 7
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or of problems in the employee's personal life.

- (d) Employees are not obligated to divulge information relating to their personal lives but they do have an obligation to actively deal with any barriers to satisfactory work performance.
- If it appears appropriate, or you sense an underlying problem that the employee will not speak with you about, discuss E.A.P. with the employee. (See Section 8.06)
- (e) General principles for Leave Management:
- monitor section, department and civil service leave usage;
 - raise matter with employee as soon as issue appears;
 - ensure clarity and verification of all leave requests and supporting information;
 - make periodic contact with employee during lengthy absence; and
 - E.A.P. referral where appropriate.
- (f) To be successful at leave management, the employer must approach the issue from the dual concerns of the employee's well-being and the work unit's productivity and efficiency. While these concerns may seem to be to some degree in conflict, the employer needs to understand that neither of these is an absolute and that the task is to strike an appropriate balance between the two.
- (g) The most critical question in attempting to strike this balance is whether the employee suffers from a disability which in turn gives rise to the employer's duty to accommodate.

3.12 Medical Information

- (a) Generally, the employer will seek medical information or opinion in respect of an employee when:
- the employee is requesting a benefit; or

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- fitness to return to work following a lengthy absence is in question.
- (b) When the medical certification is sought for purposes of adjudicating an entitlement to a benefit, what is really being requested is proof of illness. The employer is entitled to enough information to adjudicate the request. This may include, in appropriate cases, the date the physician saw the employee, nature of illness, types of treatment recommended, dates of absence due to illness and prognosis for improved attendance in future.

3.13 The Stress “Diagnosis”

In recent years, more and more sick leave certificates have been submitted stating the nature of illness to be stress. The employer is not obliged, without more information, to accept this as the basis for granting leave. Stress is not a medical diagnosis. Additional information is required to verify that the employee is experiencing physical or psychological symptoms which are severe enough to warrant the employee being on leave from work.

3.14 Fitness for Work and Duty to Accommodate

- (a) In cases where an employee has been out of the workplace for an extensive period due to illness or injury, the employer has a duty to ensure that the employee is fit to resume their duties prior to allowing the employee to return to work.
- (b) Where the employer is trying to verify the employee’s fitness to return to work or where a continuing disability gives rise to the employer’s duty to accommodate the employee, perhaps with alternate work, the employee is responsible for communicating their needs and for providing relevant information including medical opinion to assist in the search for accommodation.
- (c) The employer is entitled to medical information respecting the following:
- explanation of any limitations the employee has which are pertinent to the duties of the employee’s position, an alternate position under consideration, or work in general

Section 4.04 Sick Leave	Date 2 October 2002	Page 7 of 7
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(e.g., can only work part days);

- any types of work that are not recommended for the employee;
- any treatment the employee may be having either in terms of its possible effect on the employee's ability to do the work or the need for absence from work to take treatment.
- any adaptations to the workplace which may be required to accommodate the employee; and
- the prognosis for the employee's future attendance and level of recovery.

(d) There is no formula for determining when the threshold has been crossed into excessive absenteeism. Each case must be examined on its particular circumstances and actively managed with a view to returning the employee to regular attendance as soon as reasonably possible.

SECTION 4

COMPENSATION

4.05 VACATION

AUTHORITY: THE COLLECTIVE AGREEMENT BETWEEN THE
PROVINCE OF PRINCE EDWARD ISLAND AND THE
UNION OF PUBLIC SECTOR EMPLOYEES

ADMINISTRATION: P.E.I. PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS AND AGENCIES

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1. PURPOSE

1.01 To outline the terms and conditions related to the accumulation and utilization of an employee's vacation leave.

2. APPLICATION

2.02 This applies to those employees outlined in [Article 2.02](#) of the Collective Agreement.

3. POLICY

3.01 Entitlement

- (a) Vacation entitlement for employees is set out in [Article 21.01](#).
- (b) Temporary employees hired for less than six (6) months and relief employees are not entitled to vacation leave ([Article 2.03](#)). They are paid 12% in lieu of benefits.

3.02 Granting of Leave

- (a) Vacation leave must be requested and approved in advance. The employee and supervisor agree upon acceptable vacation leave dates after giving consideration to operational requirements. Employees are not required to use all of their entitlement at one particular time but may be allowed to do so providing operational requirements permit.

3.03 Carryover

- (a) Employees, upon approval of the Employing Authority, may carryover unused vacation credits to the next fiscal year. If an employee does not receive requested leave during the fiscal year, the portion not granted shall automatically be carried over to the next fiscal year. The maximum carryover allowable is one (1) year's entitlement.

3.04 Advancement of Vacation Entitlement

Section 4.05 Vacation	Date 2 October 2002	Page 2 of 2
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- (a) Employees are advanced vacation credits equal to the amount that would be earned to the end of the current fiscal year.
- (b) Employees who terminate service for reasons other than lay-off, permanent disability or death will be required to repay vacation credits which were used but not earned.
Repayment shall be calculated at the employee's current rate of pay and is recovered from monies owing to the employee at the time.
- (c) Employees may not use vacation credits other than those advanced for the current year or carried over from the previous year.
Employees may not borrow from the entitlement for the upcoming fiscal year.

3.05 Recall from Vacation

- (a) Once an employee commences approved vacation leave a supervisor shall make every effort possible to avoid recalling the employee back to work. However, if an employee is recalled to work they will be compensated at the rate of double time for all hours worked or double time off in lieu. If compensation is in the form of time in lieu, it shall be taken at a time that is mutually acceptable to the Employing Authority and the employee. The employee's vacation leave shall be rescheduled at a time acceptable to the employee and supervisor.

SECTION 4

COMPENSATION

4.06 STATUTORY HOLIDAYS

AUTHORITY:	THE COLLECTIVE AGREEMENT BETWEEN THE PROVINCE OF PRINCE EDWARD ISLAND AND THE UNION OF PUBLIC SECTOR EMPLOYEES
ADMINISTRATION:	P.E.I. PUBLIC SERVICE COMMISSION GOVERNMENT DEPARTMENTS AND AGENCIES

Section 4.06 Statutory Holidays	Date 2 October 2002	Page 1 of 2
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1. PURPOSE

1.01 To outline the terms and conditions related to the accumulation and utilization of an employee's statutory holidays.

2. APPLICATION

2.02 This applies to all employees within the civil service.

3. POLICY

3.01 Entitlement

- (a) Statutory holidays are set in [Article 22](#) of the Collective Agreement.
- (b) When a statutory holiday falls on an employee's day of rest the holiday shall be granted with pay on either:
 - (i) the day immediately following the Employee's day of rest, or
 - (ii) the day following the Employee's annual vacation, or
 - (iii) another day mutually agreed upon between the employee and Employing Authority within three months of the holiday.
- (c) Part time employees shall be entitled to the statutory holiday on a pro rated basis, based on the previous 28 calendar days.
- (d) Temporary employees hired for less than six (6) months and relief employees are paid 12% in lieu of benefits ([Article 2.03](#)). Notwithstanding [2.03](#), such employees who work on a statutory holiday shall be paid the holiday premium rate for scheduled hours worked on a holiday and double time for all hours worked in excess.

3.02 Working on Statutory Holidays

- (a) Employees who are required to work on a statutory holiday shall be paid at the holiday premium rate of time and one-half for his/her scheduled hours and double time for all hours in excess.

Section 4.06 Statutory Holidays	Date 2 October 2002	Page 2 of 2
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- (b) An employee who works a twelve (12) hour shift on a statutory holiday (other than Christmas) will be compensated as follows:

(11.25 hours x hourly rate) x 1.5 + (11.25 hours compensatory leave x hourly rate)

- (c) However, when a twelve hour shift employee is scheduled to be off on the holiday, they are to be treated the same as an eight (8) hour shift employee, i.e., the holiday is 7.5 hours not 11.25 hours.

3.03 **Unscheduled Work on Holidays**

If, less than forty-eight (48) hours prior to a holiday, an employee is requested to work on a holiday when he/she was not scheduled to work and works, he/she shall receive pay for hours worked at the holiday premium rate of two (2) times the hourly rate in addition to the other paid leave provisions in Article 22.

SECTION 4

COMPENSATION

4.07 SPECIAL LEAVE

AUTHORITY:	THE COLLECTIVE AGREEMENT BETWEEN THE PROVINCE OF PRINCE EDWARD ISLAND AND THE UNION OF PUBLIC SECTOR EMPLOYEES
ADMINISTRATION:	P.E.I. PUBLIC SERVICE COMMISSION GOVERNMENT DEPARTMENTS AND AGENCIES

Section 4.07 Special Leave	Date 2 October 2002	Page 1 of 3
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1. PURPOSE

1.01 To outline the terms and conditions surrounding the interpretation and provision of special leave.

2. APPLICATION

2.02 This applies, primarily, to those employees outlined in Article 2.02 of the Collective Agreement.

3. POLICY

3.01 Special leave may provide employees with an approved leave of absence from the workplace for specific reasons. Special leave requests shall be considered based on:

- (a) [Article 24](#) of the Collective Agreement, and
- (b) the reasonableness of the request, i.e., requests shall neither be unreasonably requested nor denied.

3.02 Entitlement

- (a) Below are the various types of special leave provisions. Specific terms and conditions for granting such leave are contained within the identified article.

Article	Description	Duration	With Pay	Without Pay
24.02	Civil Defence Training	1 week	X	
24.02	Military Training	2 weeks		X
24.03a	Maternity/Parental Leave	52 weeks		X
24.03b	Birth of a Child	1 day	X	
24.03e	Maternity/Parental Leave	17 weeks*	X	

*(An allowance which pays 75% for two weeks and the difference between weekly EI Benefits and 75% of the employee's weekly rate of pay is available).

Section 4.07 Special Leave	Date 2 October 2002	Page 2 of 3
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Article	Description	Duration	With Pay	Without Pay
24.04	Complaints, Grievances, Appeals		X	
24.05	Negotiations		X	
24.06/07	Union Business/Reimbursement		X	
24.08	Elections		X	
24.09a	Personal	2 years max		X
24.09b	Disability Leave	1 yr max (+90 days)		X
24.10	Court Appearances	varies	can be either	
24.11	Transportation Conditions	varies	can be either	
24.12	Bereavement		X	
24.13	Serious Illness in Family	7 days	X	
24.14a	Blood Donor	2 days	X (2 hours per)	
24.14b	Life Threatening Illness	2 days	X	
24.14c	Critical Condition	1 day	X	
24.15	The total amount of leave granted under <u>24.13</u> & <u>24.14</u> shall not exceed a total of eight (8) days per fiscal year.			
24.17	Deferred Salary	Outlined in the Section 5.04 - Flexible Leave Plans		
24.18	Volunteer Services	Fire/EMO	X	

Section 4.07 Special Leave	Date 2 October 2002	Page 3 of 3
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- (b) The Employing Authority is responsible for approving special leave requests. It is important that Government as the Employer be consistent in the approval of leave requests, therefore departments are encouraged to contact the Labour Relations Section of the Public Service Commission with questions regarding the interpretation of these Articles. The underlying principle in granting special leave is compliance with the provisions of Article 24 of the Collective Agreement and the reasonableness of the specific request.

SECTION 4

COMPENSATION

4.08 RETIRING PAY

AUTHORITY: CIVIL SERVICE ACT / REGULATIONS
THE COLLECTIVE AGREEMENT BETWEEN THE
PROVINCE OF PRINCE EDWARD ISLAND AND THE
UNION OF PUBLIC SECTOR EMPLOYEES

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS / AGENCIES

Sub- Section 4.08 Retiring Pay	Date 2 October 2002	Page 1 of 2
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1. INTRODUCTION

- 1.01 The Collective Agreement between UPSE and the Government of PEI provides for a payment to be made to retiring unionized employees in reward for long service with the Province of PEI.
- 1.02 Excluded supervisory and confidential employees of the Province of PEI are provided with a payment in reward for long term service as per the provisions of the Civil Service Act (CSA).

2. APPLICATION

- 2.01 Per section 18 of the Collective Agreement and Section 24 of the CSA regulations, retiring pay shall be granted on retirement to an employee who:
- a) has at least ten years continuous service with the province
 - b) who has reached age 55 or over and
 - c) is eligible to receive a pension from the Civil Service Superannuation Fund

3. INTERPRETATION

- 3.01 For interpretation of Retiring Pay Provisions, please contact the Employee Benefits Section.

4. POLICY

- 4.01 Please refer to Section 18 of the Collective Agreement or Section 25 of the Civil Service Regulations.
- a) An extract of the Agreement as it relates to retiring pay is as follows:
The retiring pay entitlement is an amount equal to one week's pay for each year of service calculated as follows:
$$\frac{\text{Total Paid Hours During Service}}{1950 \text{ or } 2080 \text{ Hours}} \times \text{Hourly Rate} \times 37.5 \text{ or } 40 \text{ hours}$$
 - b) The hourly rate shall be the hourly rate in effect for the employee's position title and step at the time of retirement. The computation of total paid hours during service shall not include overtime hours.
 - c) Retiring pay shall not exceed 26 weeks pay.

Sub- Section 4.08 Retiring Pay	Date 2 October 2002	Page 2 of 2
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4:02 An employee eligible for retiring pay may elect to immediately receive it or defer receipt until the beginning of the next calendar year, but receipt may not be deferred beyond the end of the fiscal year in which the amount is payable.

5. PROCEDURE

5.01 The employee's department is responsible for calculating the employee's retiring pay. The calculation should then be forwarded to the Employee Benefits Section of the Public Service Commission for payment.

5.02 Employees should be instructed to contact the Employee Benefits Section to discuss how the retiring pay will be issued (ie. cash or transfer to RRSP)

SECTION 4

COMPENSATION

4.09 SEVERANCE PAY

AUTHORITY:

THE COLLECTIVE AGREEMENT BETWEEN THE
GOVERNMENT OF P.E.I. AND THE UNION OF PUBLIC
SECTOR EMPLOYEES

TERMS AND CONDITIONS OF EMPLOYMENT FOR
EXCLUDED SUPERVISORY AND CONFIDENTIAL
EMPLOYEES OF THE PROVINCE
OF P.E.I.

Sub- Section 4.09 Severance Pay	Date 2 October 2002	Page 1 of 2
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1. INTRODUCTION

1.01 The Collective Agreement between UPSE and the Province of PEI, as well as the Terms and Conditions of Employment for Excluded Supervisory and Confidential Employees of the Province of PEI, provides a severance pay to employees who terminate prior to becoming eligible for pension benefits.

2. APPLICATION

- 2.01 For employees covered by the UPSE Collective Agreement:
an employee with more than five (5) years continuous service shall be entitled to severance pay where the employee
- a. is terminated:
 - (i) because of layoff, or
 - (ii) on reaching age sixty-five (65) or older and is not eligible for a pension under the Civil Service Superannuation Act or the Classified Part-Time Employees Pension Plan, or
 - (iii) under the terms of Articles 23.17(5)(d) and 19.05, or
 - (iv) because of death.
 - b. resigns because of involuntary reduction from full-time to part time employment, provided such resignation occurs during the period commencing with the notice of involuntary reduction and ending seven days following the effective date of the involuntary reduction.
- 2.02 For employees covered by the Terms and Conditions of Employment for Excluded Employees:
an employee with more than five (5) years of service and who has his/her employment terminated for reasons other than just cause shall be entitled to severance pay.

3. INTERPRETATIONS

3.01 For interpretation of the severance pay provisions, please contact the Employee Benefits Section.

Sub- Section 4.09 Severance Pay	Date 2 October 2002	Page 2 of 2
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4. POLICY

4.01 Please refer to the Article 18 of the [Collective Agreement](#) or Section 11 of the Terms and Conditions of Employment for Excluded Employees.

5. PROCEDURES

5.01 The employee's department is responsible for calculating the employee's severance pay. The calculation should then be forwarded to the Employee Benefits Section of the Public Service Commission for payment.

5.02 Employees should be instructed to contact the Employee Benefits Section to discuss how the severance pay will be issued (ie. cash or transfer to RRSP)

SECTION 5

TERMS AND CONDITIONS OF EMPLOYMENT

5.01 EMPLOYMENT STATUS

AUTHORITY: CIVIL SERVICE ACT

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS/AGENCIES

SECTION 5

TERMS AND CONDITIONS OF EMPLOYMENT

5.01 EMPLOYMENT STATUS

AUTHORITY: CIVIL SERVICE ACT

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS/AGENCIES

Sub-Section 5.01 Employment Status	Date 017 December 2002	Page 1 of 10
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1. PURPOSE

1.01 The purpose of this policy is to provide information on employment status within the Civil Service and to ensure a common understanding of the terminology used in reference to employees. This policy also outlines the exclusion process.

2. APPLICATION

2.01 This applies to all employees within the civil service.

3. POLICY

3.01 The civil service consists of the executive division, the classified division and the casual division.

3.02 The executive division is comprised of the positions of:

- (a) deputy heads and assistant deputy ministers;
- (b) the Auditor General;
- (c) Clerk of the Executive Council
- (d) special advisors and assistants to members of the Executive Council;
- (e) the Chief Executive Officer of the Public Service Commission
- (f) and such other similar positions as the Lieutenant Governor in Council may designate.

3.03 Employees in the executive division are appointed by the Lieutenant Governor in Council and shall have such remuneration and benefits as the Lieutenant Governor in Council may determine.

3.04 The classified division is comprised of the classified full-time and part-time positions.

3.05 The classified division consists of:

- (a) permanent employees;
- (b) probationary employees;
- (c) provisional employees.

3.06 Appointments to positions in the classified division shall be made by the

Sub-Section 5.01 Employment Status	Date 017 December 2002	Page 2 of 10
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Public Service Commission.

3.07 The casual division consists of employees of the following descriptions holding positions which are not permanent:

- (a) “contract employee” being an employee engaged by means of a contract authorized by a department head or deputy head, for temporary employment for a fixed term. Contract employees shall not perform the jobs of employees covered by the [Collective Agreement](#). Other restrictions may apply as outlined in Section 12 of the [Treasury Board Policy and Procedures Manual](#).
- (b) “relief employee” being an employee engaged to fill a position on a temporary basis as a replacement for the regular incumbent;
- (c) “temporary employee” being an employee engaged to perform specific duties because of a temporary increase in the work load;
- (d) “student employee” being a person employed in the period from May to September who has been in full-time attendance as a student at an educational institution and affirms at the time of his/her appointment that he/she will return to full-time attendance at an educational institution in the same year.

3.08 An employing authority may hire student, temporary or relief employees who are considered capable of performing the required work subject to article 1.25 of the [Collective Agreement](#) and 3.09 and 3.10 below.

3.09 Temporary employees hired by an employing authority may be retained for a maximum period of six months and their employment shall be terminated no later than the end of that period.

3.10 The Public Service Commission may appoint a temporary employee for such specific period as it may determine.

3.11 The Union of Public Sector Employees (UPSE) shall be the authorized representative of all persons employed pursuant to the Civil Service Act for the purpose of consulting and negotiating with the employer, other than:

- (a) an employee of the executive division;
- (b) an employee of the Executive Council Office, of the Public Service

Sub-Section 5.01 Employment Status	Date 017 December 2002	Page 3 of 10
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- Commission or of Treasury Board;
- (c) an employee of the Office of the Attorney General who is required to carry out the provisions of legislation respecting conciliation or who provides advice with respect thereto to the department head;
 - (d) a solicitor;
 - (e) a contract employee;
 - (f) a student employee;
 - (g) an employee who exercises managerial functions or who is employed in a confidential capacity in relation to labour relations.
- 3.12 The employees listed in 3.11, a - g, are called “excluded” employees. Excluded employees do not have access to collective bargaining as a mechanism for the determination of their terms and conditions of employment.
- 3.13 The terms and conditions of employment for excluded employees are determined through a consultation process where representatives from the excluded group meet with/consult with representatives appointed by the employer.
- 3.14 Employees who fall under subsection (g) of 3.11 are excluded because of the conflict which exists between their employment duties and their interests as members of the bargaining unit. The interests of neither the employer nor the bargaining unit can be served when such employees are members of the bargaining unit.
- 3.15 To be excluded pursuant to subsection (g), this conflict must be demonstrable. Evidence of such a conflict exists where:
- (a) The employee makes effective recommendations regarding policies or programs which directly impact upon the utilization or deployment of employees. (Effective recommendations are ones which can be shown to be regularly acted upon.)
 - (b) The employee has direct supervisory responsibility for a unit of subordinate employees. The supervisory elements which are relevant include, for example, scheduling, performance assessment, allocation of work and overtime, and imposition of discipline. To be excluded, the employee must have independent power to exercise these supervisory functions without reference to a superior.

Sub-Section 5.01 Employment Status	Date 017 December 2002	Page 4 of 10
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- (c) The employee is primarily engaged in personnel administration. To be excluded, an employee must be regularly involved in the administration of the collective agreement, the Civil Service Act and regulations, personnel policies and/or employee entitlements.
 - (d) The employee is required to participate in labour relations on behalf of the employer. Labour relations in this sense includes collective bargaining, grievance handling (informal grievance process) and dispute resolution. An employee who is regularly required to handle confidential or sensitive information relating to labour relations of the employer may also be excluded.
- 3.16 To be excluded from the bargaining unit, the employee must have more than incidental involvement in one or more of the itemized areas of conflict.
- 3.17 To assist in determining whether an employee should be excluded under subsection 3.10 (g), a Checklist (Attachment 4.01) has been prepared which focuses on the employee's actual duties. A completed Checklist will provide a good picture of the work being done which, in turn, will help determine whether or not an employee should be excluded from the bargaining unit.

4. ATTACHMENTS

- 4.01 (Attachment - Checklist for Exclusion).

ATTACHMENT 4.01

**CHECKLIST FOR EXCLUSION FROM UPSE BARGAINING UNIT PURSUANT TO
S.43 (2) (g) OF THE CIVIL SERVICE ACT**

POSITION: _____ **EMPLOYEE NAME:** _____

WORKING TITLE: _____ **CLASSIFICATION:** _____

POSITION NO: _____ **DEPARTMENT:** _____

IMPORTANT NOTE:

Regardless of the complexity of an employee's job duties, an employee will only be excluded from the bargaining unit in instances where there is fundamental conflict between the employee's duties and responsibilities to the employer and the employee's personal interests as a member of the bargaining unit. The questions below are designed to determine whether such a fundamental conflict exists.

1. Indicate which of the following functions you independently perform without reference to a superior by placing an X in the appropriate boxes.

- schedule hours/days of work for subordinates;
- authorize overtime for subordinates;
- approve leaves of absence or vacation leave for subordinates;
- interview candidates for subordinate vacancies.
- make the final decision regarding hiring of staff;
- formally appraise subordinates' performance;
- establish subordinates quality and quantity standards;
- assign or redistribute work which may result in a promotion or demotion;
- hear and render decisions on grievances;

- orally counsel subordinates on their work performance;
- plan and organize subordinate's work and determine their work procedures;
- allocate financial and human resources to achieve financial objectives;
- interpret and advise on the Civil Service Act and Regulations, and the Collective Agreement;
- interpret and advise on various personnel policies and employee benefit plans;
- prepare and submit new positions for classification and creation;
- act as staff relations liaison for department;
- provide advice to supervisors and managers on disciplinary action;
- approve employee pay transactions;
- regularly provide recommendations on the classification, configuration and utilization of staff in the department.

2 (a) Do you possess the independent power to discipline subordinates?

- yes
- no

2 (b) If yes, indicate your independent disciplinary powers by placing an X in the appropriate boxes.

- written reprimands
- suspensions
- discharge

3. Estimate the time which you spend performing the functions specified in # 1 and #2.

Estimate time percentages: 1 hour per day (13%); 1 day per week (20%); 1 week per month (23%); 4 hours per week (11%); 1 day per month (4%); 2 months per year (17%).

4. How many employees do you supervise?

Permanent full-time equivalents _____

Non-permanent full-time equivalents _____

5 (a) Do you often make recommendations in relation to the formulation, implementation and administration of policies or programs which directly impact on the utilization or deployment of employees?

yes

no

5 (b) Are your recommendations regularly acted upon by superiors?

yes

no

5 (c) If yes, examples of recommendations you made in the last year which have been acted upon:

5 (d) Estimate the percentage of time which you spend performing the functions described in 5 (b).

Estimated time percentages: 1 hour per day (13%) 1 day per week (20%); 1 week per month (23%); 4 hours per week (11%); 1 day per month (4%); 2 months per year (17%)

6 (a) Indicate which of the following functions you perform by placing an X in the appropriate boxes:

sit on management negotiating team in collective bargaining;

- develop management proposals for collective bargaining;
- formally respond to grievances on behalf of the employer;
- sit on one or more joint labour-management committees as a management representative;
- prepare or type management proposals for collective bargaining;
- prepare or type responses to grievances;
- prepare or type draft legislation or legal documents which relate to labour relations issues.

6 (b) Estimate the percentage of time which you spend performing the functions specified in 6 (a).

Estimated time percentages: 1 hour per day (13%); 1 day per week (20%); 1 week per month (23%) 4 hours per week (11%) 1 day per month (4%); 2 months pe year (17%).

6 (c) Are there others in your work unit who perform similar functions?

- yes
- no

6 (d) If yes, please list their name(s) and title(s).

7 (a) Are you required to perform job functions (other than those already described in the questionnaire) which conflict with your personal interests as a member of the bargaining unit.

- yes
- no

7 (b) If yes, describe the functions which create this conflict.

7 (c) Estimate the percentage of time which you spend performing the functions described in 7 (b).

Estimate time percentages: 1 hour per day (13%); 1 day per week (20%); 1 week per month (23%); 4 hours per week (11%); 1 day per month (4%); 2 months per year (17%).

I have reviewed and responded to Sections 1 - 7

SIGNATURE OF EMPLOYEE

DATE

8. In this section supervisors are asked to comment on the Section 1 - 7, and provide necessary clarification, elaboration or identification of concerns with the information provided. (Please use an attachment if the space below is insufficient).

SIGNATURE OF SUPERVISOR

DATE

9. In this section Deputy Ministers/Chief Executive Officers are asked to comment on the Sections 1 - 8, and provide necessary clarification, elaboration or

identification of concerns with the information provided. (Please use an attachment if the space below is insufficient).

SIGNATURE OF DEPUTY MINISTER/
CHIEF EXECUTIVE OFFICER

DATE

SECTION 5

TERMS AND CONDITIONS OF EMPLOYMENT

5.02 HOURS OF WORK

AUTHORITY: THE COLLECTIVE AGREEMENT BETWEEN THE
PROVINCE OF PRINCE EDWARD ISLAND AND THE
UNION OF PUBLIC SECTOR EMPLOYEES

CIVIL SERVICE ACT

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS / AGENCIES

1. PURPOSE

1.01 To outline the hours of work and related issues for civil service employees.

2. APPLICATION

2.02 This applies to all civil service employees.

3. POLICY

3.01 Hours of Work provisions are outlined in [Article 9](#) of the Collective Agreement.

(a) The average hours of work per week which shall be performed by employees are indicated by the letter code under the column headed "Hours of Work" in Schedule A-2 of the Collective Agreement. The code letters shall denote average weekly hours of work:

<u>Letter Code</u>	<u>Hours of Work</u>
X	37.5
Y	40.0

(b) The hours of work code for excluded employees varies with the requirements of the position, but shall not be less than 37 ½ hours per week for full time employees.

3.02 Summer hours are determined by Executive Council after consultation with the union. Summer hours are usually from 8:00 am to 4:00 pm, with 1/2 hour for lunch, for the period June 1 through September 30.

3.03 Overtime

(a) Overtime is defined as authorized work in excess of the employee's normal daily or weekly hours of work ([Article 13](#)). Employees normally scheduled to work in excess of 7.5 or 8 hours per day or normally scheduled to work Saturday or Sunday are not necessarily in an overtime position.

(b) Overtime must be authorized by the Employing Authority.

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- (c) Employees shall be compensated for overtime in accordance with Article 13 of the Collective Agreement. Compensation, subject to the provisions of Article 13 may be in the form of pay or compensatory leave.
- (d) Employees working overtime may be eligible for a meal allowance (13.08) and a travel allowance (13.10).

3.04 Flexible Working Hours (See Guidelines as Attachment 4.01 and 4.02)

- (a) Employees other than shift employees may request, to their employer, flexible working hours. Such a request shall be made in writing. (Article 9.06)
- (b) Flex hours may include a variation in the starting and finishing times or may include the completion of the average hours of work over a period other than five (5) full days provided that over the period of fourteen (14) or twenty-one (21) calendar days an employee works an average of thirty- seven and one-half (37.5) or forty (40) hours per week.
- (c) In consideration of the employee's request the employing authority should consider the following:
 - The nature of the proposed arrangement;
 - The operational requirements of the position and the effect such an arrangement would have on service and other employees; and
 - Advantages to the employee, work unit and clients.
- (d) Any approval shall be for an initial period of three (3) months. Flexible work hours should be evaluated at regular intervals to ensure it continues to meet the requirements of all parties. Extensions can be denied or terminated dependent upon operational requirements.

3.05 Lateness

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- (a) Employees are expected to be regular and punctual in attendance. Employees unable to arrive at work on time must report the reason for such lateness to their supervisor. If an employee has difficulty arriving for work on time supervisors may wish to discuss their hours of work to assist them in rectifying the problem. Performance issues such as this should be dealt with during the Performance Development process.
- (b) It is the responsibility of the employee to be punctual and, when absent, to provide adequate and proper notice of absence to the supervisor or manager with a reasonable or justifiable explanation for the absence. Failure to provide notice justifies the imposition of discipline even where it is established the absence is justified. When the absence is not reasonable or justifiable, the discipline imposed will be more severe. Time lost due to lateness must be made up by the employee.
- (c) If an employee is persistently late, the supervisor may also elect to deduct the employee's pay. Deductions may occur in the following manner:
 - for lateness 1 to 15 minutes, one-quarter hour's pay;
 - for lateness 15 minutes to 30 minutes, one-half hour's pay;
 - and
 - for every additional half-hour of lateness or fraction thereof, one additional half-hour's pay.

3.06 Absence Without Leave

Employees absent without approved leave for ten consecutive working days shall be deemed to have resigned their position. The resignation will be effective the first day of the absence. Employees who satisfy the Chief Executive Officer, P.E.I. Public Service Commission, that the absence arose due to circumstances beyond their control shall be reinstated. (Section 34.(3) *Civil Service Act*)

3.07 Storm Conditions

Time lost by an employee as a result of absence or lateness due to storm

Section 5.02 Hours of Work	Date 25 October 2002	Page 4 of 7
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conditions or because of the conditions of public streets and highways must be:

- made up by the employee at a time agreed upon by the employee and the employee's immediate supervisor, or
- charged to the employee's accumulated vacation , accumulated holiday time or accumulated overtime, or
- otherwise deemed to be leave without pay (Article 24.11)

3.08 Closure of Operations

- (a) When the Employer ceases operations due to storm conditions an employee shall be considered to be on a leave of absence with pay.
- (b) If it becomes necessary to close specific operations during the work period, employees will be notified through their employing authority.
- (c) All employees, except those who are designated will be considered to be on leave of absence with pay when notified that their operations are closed.

3.09 Designations - Employees/Workplaces

- (a) The parties acknowledge that certain designated workplaces must continue to function when specific operations are closed due to storm conditions or because of the condition of public streets or highways. In recognition of this fact designated employees in designated classifications in designated workplaces shall be compensated in accordance with Article 11.05.
- (b) Employees in the classified division who work within a designated classification at a designated workplace during the period from November 1 to March 31 are "designated employees" for the purpose of Article 24.11(d).
- (c) Designated employees are expected to be at work when required, regardless of storm conditions or the conditions of public streets and highways.

Section 5.02 Hours of Work	Date 25 October 2002	Page 5 of 7
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4. ATTACHMENTS

4.01 Attachment - Flexible Hour Guidelines

4.02 Attachment - Flexible Hour Options

FLEXIBLE HOURS GUIDELINES

UPSE Collective Agreement:

According to **Article 9.06(a)** of the Collective Agreement, **non-shift employees** may request a flexible daily work schedule and **where operational requirements permit**, the Employing Authority shall endeavor to approve the request and it shall not be unreasonably denied.

Article 9.06(b), states upon concurrence, the employee may complete the average weekly hours of work in a period other than 5 full days, providing that over a period of 14 calendar days, the employee works an average of 37.5 hours per week as per the hours of work code.

Article 9.06(c) states that **variations in the employee's daily hours of work may occur as a result of staggered starting and finishing times, or alteration of the time taken as a lunch break.** The lunch break for an employee will not be less than ½ hour and not more than 1 and ½ hours.

Article 9.06(d) states that an employee wanting to establish a flexible hour schedule must submit the request to the Employing Authority, and receive approval. **Any such approval shall be for an initial trial period of 3 months.** After that, the arrangement can be extended indefinitely provided the Employing Authority and employee are in mutual agreement. Extensions can be denied or terminated dependent upon operational requirements.

Article 9.06(e) says that **all requests and responses shall be in writing.**

Attachment 4.02

Flexible Hour Options

Flexible Hours within 7.5 Hour Day

The hours of operation for government offices is 8:30 - 5:00 (winter hours). Deviation from this schedule is permitted as described above in Article 9.06 (a). In September of each year, Human Resources will send out a reminder asking employees who wish to work flexible hours to submit their request to their supervisor in writing. Once the request is approved, the supervisor will send it to HR for the personnel file.

Compressed Work Week

As stated above in Article 9.06(b), employees can work a flexible weekly or biweekly schedule.

- Any approved work schedule must provide for at least 75 hours of work or paid leave within each biweekly time frame
- A schedule must be submitted for the three month period. It will outline the schedule that the employee will be working within a biweekly time frame.
- When there is a statutory holiday, the employee will indicate how he/she will accommodate this in the schedule. For example, a biweekly period with one statutory holiday must include 67.5 hours of work or vacation leave. If there are two statutory holidays, it must include 60 hours of work or vacation leave. Human Resources will need the schedule in advance for leave purposes.
- Employees who work a compressed work week will take sick leave according to the set schedule. That is, if an illness occurs on a scheduled 8 hour day, the employee requests eight hours of sick leave. Conversely, if it occurs on his/her day off, no sick leave is required.
- Vacation leave will be determined in the same fashion as sick leave.

SECTION 5

TERMS AND CONDITIONS OF EMPLOYMENT

5.03 CONFLICT OF INTEREST

AUTHORITY: EXECUTIVE COUNCIL

ADMINISTRATION: DEPUTY HEAD OF GOVERNMENT DEPARTMENTS AND
AGENCIES
DEPUTY PROVINCIAL TREASURER
PREMIER

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PURPOSE

- 1.01 Public trust in government depends to a large degree on the honesty, integrity, fairness and good faith of civil service employees. This trust is compromised when an employee's interest and the public interest conflict.
- 1.02 These guidelines aim to strike a balance between protection of the public interest and protection of the employee's interest.
- 1.03 Civil servants earn the public's trust by consistent delivery of high quality service. To do this, employees must dispatch their duties with integrity. The performance of the employee's official duties must not be compromised by private or personal interests. The overriding interest to be served is always the public interest.
- 1.04 These guidelines are concerned with conflict of interest issues. Employees must act in accordance with this code as well as other laws (e.g. Criminal Code of Canada; *Civil Service Act* and Regulations, the *Human Rights Act*), policies (e.g., Workplace Harassment Policy) and directives regarding conduct of civil service employees.

2. DEFINITION

- 2.01 Conflict of interest exists in any situation in which an employee either for himself/herself or some other person(s) attempts to promote a private or personal interest which actually or apparently:
 - 2.02 Interferes with the objective exercise of the employee's duties in the civil service;
 - 2.03 Is advanced or enhanced because of the employee's position with the government.

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3. APPLICATION

- 3.01 These guidelines apply to all employees as defined in section 1 of the Civil Service Act except relief and temporary employees with less than six months continuous service.
- 3.02 If questions arise that are not specifically dealt with by these guidelines, they should be settled in accordance with the principles stated below.

4. ADMINISTRATION

- 4.01 The responsibility for administration of these guidelines within a department or agency rests with the Deputy Head.
- 4.02 The responsibility for determining whether or not an employee is in a conflict of interest rests with the Deputy Head.
- 4.03 The responsibility for administration of these guidelines with respect to a Deputy Head rests with the Premier.
- 4.04 The responsibility for the overall administration of these guidelines across the civil service rests with the CEO of the Public Service Commission.
- 4.05 An employee who is uncertain of the interpretation of any of these guidelines shall seek clarification from the Deputy Head. A Deputy Head who is uncertain of the interpretation of any of these guidelines shall seek clarification from the CEO of the Public Service Commission.

5. PRINCIPLES

- 5.01 Employees shall perform their official duties and arrange their private affairs in such a manner that public confidence and trust in their honesty, integrity, fairness and good faith are conserved and enhanced.
- 5.02 Employees shall seek to serve the public interest by upholding both the letter and the spirit of established laws, policies and directives made pursuant to these laws.
- 5.03 Employees shall not divulge confidential or restricted information to any

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unauthorized person or release such information in contravention of their Oath of Office.

- 5.04 On appointment to office, and thereafter, employees shall arrange their private affairs in a manner that will prevent conflicts of interest from arising. If a conflict of interest arises the employee shall:
- (a) report the matter immediately to the Deputy Head; and
 - (b) resolve the conflict in favour of the public interest.
- 5.05 Employees shall not knowingly place themselves in a position where they are under, or appear to be under, obligation to any person or organization who might benefit from or seek to gain special consideration or favour.
- 5.06 Employees shall not take advantage of, or appear to take advantage of their official position, or of information obtained in the course of their official duties unless the information is generally available to the public.
- 5.07 Employees shall not directly or indirectly use or allow the use of government property of any kind, including property leased to the government, for anything other than authorized activities.
- 5.08 Employees, after they leave public office, are expected to refrain from taking improper advantage of their previous office.

6. FINANCIAL GAIN:

- 6.01 An employee who is found to be in a conflict of interest which was motivated by or resulted in financial gain to the employee or to someone connected to the employee shall be considered to have committed very serious misconduct. Financial gain includes:
- (a) monetary gain;
 - (b) increase in value of assets;
 - (c) decrease in value of liabilities.
- 6.02 "Someone connected to the employee" shall include a family member, friend, business associate or former business associate.

7. GIFTS AND OTHER BENEFITS

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- 7.01 Gifts, hospitality or other benefits that could influence employees in their judgement or in the performance of their official duties must be declined.
- 7.02 Employees shall not, either directly or indirectly demand or accept a gift, favour or service from any individual, organization or corporation other than:
- (a) The normal exchange of hospitality between persons doing business together;
 - (b) Tokens exchanged as part of protocol;
 - (c) The normal presentation of gifts to persons participating in public functions;
 - (d) The normal exchange of gifts between friends;
 - (e) A gift, favour or service authorized by the Deputy Head.

8. PREFERENTIAL TREATMENT

- 8.01 Employees must avoid being placed, or appearing to be placed, under obligation to any person or organization that might profit from special consideration by the employee.
- 8.02 Employees must not accord preferential treatment in relation to any official matter to family members, friends, other persons or organizations in which the employee, family members or friends have a financial or other interest.
- 8.03 Employees must not, without prior permission, provide assistance in dealing with the government to any individual or entity where such assistance would result in preferential treatment to any person.
- 8.04 Employees who exercise a regulatory, inspectional or other discretionary control over others shall disqualify themselves from dealing with family members with respect to those functions unless the Deputy Head gives authorization to the employee to act.

9. COMMUNITY ACTIVITIES

- 9.01 Involvement in community activities by employees is supported by the

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Government unless the involvement results in a conflict of interest.

9.02 An employee who is involved in an activity that could give rise to a conflict of interest shall inform the Deputy Head or the Deputy's delegate. If a conflict occurs, the employee may be required to curtail, modify or cease the activity.

9.03 An employee who belongs to an organization (including other levels of government) which is seeking legislative or policy change or funding from Government shall not assume a role with the organization which might be perceived as being in conflict with the employee's position as a government employee.

10. OUTSIDE EMPLOYMENT

10.01 Employees may engage in supplementary employment, including self-employment, provided that:

- (a) Such employment does not interfere with the performance of the employee's duties by encroaching on time or attention which should be devoted to the employee's work;
- (b) Such employment is confined solely to periods when the employee is not engaged in departmental duties;
- (c) The employee does not use advantages derived from employment in the public service, such as confidential information;
- (d) Such employment is not performed in such a way as to appear to be an official act or to represent Government opinion or policy;
- (e) Such employment does not involve the use of Government premises, supplies, equipment (e.g., vehicle, photocopier, telephone) and/or personnel, etc., unless use is otherwise authorized;
- (f) Such employment does not otherwise give rise to a conflict of interest or bring the Government into disrepute.

11. POLITICAL ACTIVITY

11.01 An employee may participate in political activities only in accordance with the provisions of the *Civil Service Act*.

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12. DISCLOSURE

- 12.01 Each Deputy Head shall maintain a confidential disclosure system.
- 12.02 Employees must disclose to the Deputy Head any situation, matter, outside employment or interest where they have a conflict of interest or the potential for a conflict of interest. The Deputy Head may request that disclosure be made in writing.
- 12.03 The CEO of the Public Service Commission may examine the disclosure statement of any civil service employee.
- 12.04 Where disclosure is required of the Deputy Head, it shall be made to the Premier.

13. REVIEW OF DECISION

- 13.01 Where an employee is not satisfied with the decision of the Deputy Head that a conflict of interest exists, the employee may, within ten days of being informed of the decision, request in writing that the CEO of the Public Service Commission establish a three person review panel to review the decision of the Deputy Head. With unionized employees, the CEO of the Public Service Commission shall consult with the Union regarding the membership of the review panel.
- 13.02 Where a review panel reviews the decision of the Deputy Head, the panel's decision as to whether or not a conflict of interest, as defined in this policy, exists shall be final.

14. COMPLIANCE

- 14.01 Each employee is responsible for taking the necessary actions to prevent conflicts of interest from arising and resolving those that do arise. Necessary actions may include:
- (a) **Avoidance:** by avoiding or withdrawing from activities or situations that place the employee in a conflict of interest;
 - (b) **Divestment:** where continued ownership would constitute a conflict of

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interest, the employee may elect to sell the asset in an arm's length transaction or place that asset in a trust over which the employee has no power of management or decision regarding assets.

- 14.02 The Deputy Head will determine the most appropriate method of compliance and, in doing so, will try to achieve mutual agreement with the employee.

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QUESTIONS & ANSWERS

Q. 1. Why are these guidelines coming out now?

A. For several years, the Auditor General has noted in the annual report the absence of a government wide policy to address ethical matters, particularly conflict of interest issues. Most other provincial governments have had a policy in place for some time.

Government recognizes that the rules governing conflict of interest must be written down, circulated and explained to all those concerned if ethical standards are to be applied in a consistent manner.

Q. 2. Why don't these guidelines apply to all employees of the Civil Service?

A. The only exception "to all employees of the Civil Service" is relief and temporary employees with less than six months continuous service. The exception was made as it is administratively difficult to include such casual division employees.

Q. 3. What happens if I am in a conflict of interest?

A. If you are aware that you are, or potentially are, in a conflict of interest, it is your duty to disclose the situation to your Deputy Head. The Deputy Head can direct you to avoid or withdraw from the activity which is creating the conflict of interest. Alternatively, in an appropriate case, the Deputy Head can direct you to divest yourself of an asset in order to eliminate the conflict of interest.

Q. 4. What should I do if I'm not sure whether I'm in a conflict of interest?

A. If you think you could be in a conflict of interest you must seek clarification from your Deputy Head.

Q. 5. If I wish to become involved with a political party, is this a conflict of interest?

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A. In certain cases, involvement in party politics can be a conflict of interest. However, this issue is not covered in the guidelines because it is already addressed in detail in the *Civil Service Act* and Regulations.

Q. 6. What do I do if I'm presented with a small gift in appreciation for giving a presentation?

A. Normally, this would not be a conflict of interest and you may accept the gift. However, if the gift is of more than nominal value or if it appears to be designed to influence your judgement, you should immediately advise your Deputy Head. A decision will be made whether it is proper to accept the gift.

Q. 7. What if a non-profit organization asks me to assist them in their funding request to government?

A. Under the guidelines, you may or may not be in a conflict of interest depending on the role you take on with the organization. The more prominent a role you play, the more likely it is that the situation would constitute a conflict of interest.

Before taking on any role in this regard, you should discuss the matter with your Deputy Head or the Deputy's delegate.

Q. 8. Although I am a full-time government employee, I've started doing some contract work in my spare time. Am I obliged to let my department know this?

A. The guidelines detail a number of factors to be considered when deciding whether other employment constitutes a conflict of interest with your government employment. If you think you might be in a conflict, you would be advised to seek clarification from your Deputy Head.

Q. 9. If I work for government on a part-time basis, is it a conflict of interest for me to do similar work part-time for another employer?

A. The guidelines regarding outside employment apply to both full-time and part-time employees. Accordingly, the same factors that are referred to in #8 above must be reviewed before a determination can be made that a conflict of interest does or does not exist.

Q. 10. What should I do if another employee is in a conflict of interest and that employee doesn't tell anyone about it?

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A. Since even one employee being in a conflict of interest can call into question the honesty and integrity of the entire civil service, you would be expected to report another employee's conflict. This should be done confidentially to a person in authority in your department.

Q. 11. Where do I go if I have other questions about how these guidelines apply to me?

A. The responsibility for administration of the guidelines in your Department rests with the Deputy Head. A Deputy Head who is unable to answer your questions can seek assistance from the CEO of the Public Service Commission.

SECTION 5

TERMS AND CONDITIONS OF EMPLOYMENT

5.04 FLEXIBLE WORK ARRANGEMENTS

AUTHORITY: CIVIL SERVICE SUPERANNUATION ACT
PUBLIC SERVICE GROUP INSURANCE PLAN

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS / AGENCIES

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1. PURPOSE

1.01 The purpose of this policy is to provide flexibility in work arrangements to employees to enable them to balance work and home responsibilities. The policy provides guidelines to facilitate consistency in the application of the following options:

- Leave of Absence
- Deferred Salary Plan
- Income Averaging
- Temporary Reduction in Hours
- Job Sharing

This policy provides clarity to ensure that approved leaves comply with the Income Tax Act and meet the requirements for insurance coverage.

2. APPLICATION

2.01 This policy applies to all departments and agencies of government covered by the Civil Service Act.

3. POLICY

3.01 Leave of Absence¹

- a) If you are on an approved leave of absence with pay, all benefits may be continued for a maximum of 24 months following the month in which leave commences. The cost sharing premium remains the same as when an active employee.
- b) If you are on an approved leave of absence without pay, all benefits with the exception of Long Term Disability Insurance, may be continued for a maximum of 24 months and Long Term Disability Insurance for a maximum of 3 months following the month in which the leave commences. The cost sharing of premium remains the same as when an active employee except the cost sharing provisions shall not apply to employees who while on leave are employed with another employer or self-employed.
- c) In the case of a period of approved educational leave, benefits are based upon actual salary. During a period of Deferred Salary Leave, your Group

¹Taken from Johnson's handbook.

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Insurance benefits are based upon your actual salary earned during both the year of the leave and the years prior to the leave.

- d) For an employee on maternity leave, all benefits may continue for six months following the month in which the leave commences. The cost sharing of premium remains the same as with an active employee.
- e) If an employee is terminated and files a grievance and the employer wishes to have coverage continued, Life AD&D, Health, Dental and Travel coverage's can continue. Long Term Disability cannot continue through the grievance period, however, if the matter is settled in favor of the employee, the LTD would be reinstated retroactively. If an employee suffers a disability during the grievance period, coverage will be provided by the underwriter as if no interruption of coverage had taken place.

3.02 Deferred Salary Leave Plan

a) Administration Issues:

- (i) An employee can only receive five years maximum of deemed service for pensionable years under all deferred salary, Leave of Absence plans.
- (ii) Part-time and full-time employees can participate in this plan.
- (iii) Participants in this deferral plan will not receive credit for the year that the Leave of Absence was taken in that the employee will not receive any step increases during that year nor accrue hours for purposes of sick/vacation leave or severance/retirement pay.
- (iv) An employee participating in the Plan shall be eligible upon return to duty for any increase in salary and benefits that would have been received had the one (1) year leave of absence not been taken.
- (v) The Participant must sign an Application and Agreement for the Deferred Salary Plan, which will be kept with the Employee Benefits section of the PEI Public Service Commission.

b) The following stipulations are taken from Schedule B of the Collective Agreement for the PEI Union of Public Sector Employees:

- (i) An employee must make a written application to his/her Deputy Head on or before January 31, requesting permission to participate in the Plan; however, the deadline of January 31 may be waived under special conditions. (See Attachment 4.01)
- (ii) Written acceptance or denial of the employee's request, with explanation,

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will be forwarded to the employee by April 1 in the fiscal year the original request is made.

- (iii) Approval of individual requests to participate in the Plan shall rest solely with the Employing Authority.
- (iv) With the approval of the Employing Authority, an employee may select some alternative method of deferring other than that specified in Schedule B of the Collective Agreement.
- (v) For an employee on leave when there is a mass salary increase the deferred salary override amount is wiped out and the new salary is re-established. These need to be checked so that the override is reinstated.

c) Pension Issues:

- (i) Superannuation deductions are to be continued at the rates prescribed by the Civil Service Superannuation Act.
- (ii) Deductions will be based on the salary paid to the employee during the period of the Deferred Salary Plan under Section 1 (of the Schedule B of the Collective Agreement for the PEI Union of Public Sector Employees). CSSF members who are full-time employees may opt to pay on 100% salary.

d) Definitions

- (i) "**Eligible Employee**" means all permanent employees and temporary employees appointed pursuant to section 17 of the Civil Service Act who have one year of continuous service and whose term of employment could continue for the period of deferment are eligible to participate in the plan.
- (ii) "**Leave of Absence**" means the twelve month period taken in accordance with the provisions of (f) below. At no time shall the Leave of Absence be less than six consecutive months.
- (iii) "**Deferred Compensation Amount**" means the portion of the Current Compensation Amount which is retained by the Province for the Participant in each year in accordance with (e)(i) below.
- (iv) "**Deferral Period**" means the number of years for which compensation is deferred in accordance with (e)(i) below, including the years referred to in (f)(v) below, if applicable.
- (v) "**Participant**" means an Eligible Employee who has completed a Contract

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and whose application for participation in the Plan has been approved by the Province.

- (vi) **"Current Compensation Amount"** means the total compensation payable by the Province to the Participant for the year, in accordance with the current collective agreement in force between the Province and the Prince Edward Island Union of Public Sector employees.

e) Funding for Leave of Absence

- (i) During each year prior to the Leave of Absence, the Participant, for a maximum of five years, will receive his/her Current Compensation Amount, less the amount which the Participant has specified in the Contract for the year in question which is to be retained by the Province.

For example, if an employee wishes to enter into a contract where he/she works for 4 years and takes the 5th year off, he would receive 80% of his/her salary (100% - 20% = 80%).

- (ii) While participating in the Plan, the amount of the Current Compensation Amount deferred by the Participant under this plan or any other such arrangement for services rendered by the employee to the employer cannot exceed 33 1/3% in any calendar year.
- (iii) The calculation of interest under the terms of this plan shall be the same as that in effect for Provincial Deposit Receipts or in an alternate manner approved by the parties when Provincial Deposit Receipts cease to exist.

f) Taking of Leave of Absence

- (i) The Leave of Absence shall occur according to, and be governed by, the Contract as executed by the Participant and the Province.
- (ii) The manner of payment to the Participant during the Leave of Absence shall be in instalments commencing two weeks following the start of the Leave of Absence, being approximately equal to one-twenty sixth of the monies held by the Province for the Participant in accordance with (e)(i) above as determined at the beginning of the Leave of Absence. In no event shall payment be made more frequently than bi-weekly
- (iii) The amounts to be paid to the Participant during the Leave of Absence shall be related to the monies retained by the Province in accordance with (e)(i) above but less any deductions made by the Province under (f)(viii) and (f)(xii) below, as well as, any monies required by law to be paid by the Province for or on behalf of the Participant.

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- (iv) Interest earned on the Deferred Compensation Amount to the beginning of the leave period will be paid one month following the start of the leave period. During the leave of absence, the declining balance of the deferred salary will continue to earn interest. The interest accumulated during the leave of absence will be paid within 30 days of the completion of the leave of absence.
- (v) The Leave of Absence, may, with the consent of the Province given not less than six months prior to the scheduled date, be postponed for one year. This postponement will not move the commencement of the leave beyond six years from the date of enrollment in the Plan. The Leave of Absence and Deferral Period must be completed by the start of the seventh year. If a Participant delays their Leave of Absence in the fifth year then they must begin their Leave of Absence no later than the last day of the fifth year so to complete the Leave by the last day of the sixth year.
- (vi) Subject to the provisions of (f)(v) above, the Leave of Absence shall commence immediately following the Deferral Period.
- (vii) While the Participant is enrolled in the plan, any applicable Group Insurance benefits computed with reference to salary shall be structured according to the following: Life Insurance and AD&D is based on 100% of salary during the deferral and leave period. This continues to be cost shared 50/50 for the entire period. LTD Coverage- 100% of salary during deferral period, 100% during the first three months of leave period which is cost shared. After the first three months the participant has the option to pay for full coverage for the rest of the deferral period.
- (viii) The Province will continue paying its share of applicable Group Insurance benefit premiums for the Participant during the term of the contract with the exception of LTD premiums. For LTD, the Province will pay its share during the deferral period and the first three months of the leave period. If the employee elects to continue LTD coverage for the remainder of the leave period, the employee assumes the full cost of the coverage.
- (ix) During the Leave of Absence, the Participant will not accumulate nor be entitled to the following:
 - (a) salary increments
 - (b) statutory holidays, maternity, sick or other leaves
 - (c) service for purpose of retire/severance pay calculations
- (x) CPP premiums are to be based on the participant's salary net of the deferred amounts during the period of deferral and on the deferred amounts when paid to the participant during the leave period.

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- (xi) EI premiums are to be based on the participant's gross salary before deferrals during the period of deferral and no premiums are to be withheld from the deferred amounts when paid to the participant during the leave period.
- (xii) The Province will make pension deductions from payments to the Participant in accordance with the appropriate pension act.
- (xiv) A full-time employee who participates in the CSSF has the option to pay pension contribution on:
 - (a) the full salary applicable to the employee over the contract period; or
 - (b) on actual salary during the contract period.

g) Withdrawal from the Plan

- (i) A Participant who ceases to be employed by the Province must withdraw from the plan. Within sixty days the Province shall pay to the Participant the Deferred Compensation Amount.
- (ii) With the consent of the Province, the Participant may withdraw from the plan upon giving not less than six months notice of intent to do so prior to the date established for the Leave of Absence. Within sixty days of such withdrawal, the Province shall pay to the Participant the Deferred Compensation Amount.
- (iii) Should the Participant die, the Province shall, within sixty days of notification of such death to the Province, pay the Deferred Compensation Amount to the Participant's estate, subject to the Province receiving the necessary clearances and proofs normally required for payment to estates.

h) Suspension from Participation in the Plan

- (i) The Participant may on one occasion while he/she is participating in the plan give notice to the Province stating that he/she wishes to suspend participation in the plan for a period of twelve months as at the anniversary date of enrolment in the plan which immediately follows such notice, in which case the Province shall pay the Current Compensation Amount to the Participant as if he/she were not participating in the plan for such year. The Deferred Compensation shall continue to be held by the Province until the Participant withdraws from the plan or takes the Leave of Absence.
- (ii) Suspension of participation under (h)(i) above shall postpone the year established for the Leave of Absence by the length of suspension subject

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to the restrictions in (f)(v).

- (iii) If the Participant has given notice in accordance with (h)(i) above, the Participant's participation in the plan shall be re-instated commencing on the first of the month which immediately follows the twelve months in which his/her participation had been suspended.

i) Return Following Participation in the Plan

Following the Leave of Absence, the Participant must resume employment with the Province or with a Public Sector employer that participates in the same or similar arrangement for a period of time not less than the duration of the Leave of Absence.

j) General Provisions

- (i) No amendment shall be made to the plan which will prejudice any tax ruling which is applicable to the plan prior to the amendment.
- (ii) Interest paid to the Participant under provisions of the Deferred Salary Leave Plan will be considered as income for the purposes of the Income Tax Act and will be reported on the Participant's T4 and shall be subject to tax withholdings.
- (iii) Interest is to be accrued as of December 31 each year. Interest will be paid per (f)(iv).

3.03 Income Averaging

- a) Definition:** A plan where a permanent employee works for part of the year and takes a paid leave of absence for the other part of the year that is funded by spreading the salary for the period worked over the entire year (e.g. work 10 months and take 2 months off with the 10 months salary spread out over 12 months).

b) Administration:

- (i) The application will be subject to the approval of the employing authority. (See Attachment 4.02)
- (ii) An application should cover a maximum period of one year. The responsibility rests with the departments to ensure that the leave of absence is not advanced before sufficient funding of the leave exists.
- (iii) No interest will be given on the salary deferred to fund the leave of absence.

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- (iv) An employee can only accumulate a maximum of five years of deemed service from any salary deferral/leave of absence plan or eligible Leave of Absence purchases.
- (v) All forms and contracts must be signed. A copy is to be forwarded to Employee Benefits.
- (vi) Effective April 1, 2003 full-time employees wishing to work less than 100% will be allowed to do so for a maximum of 3 consecutive one year periods. Once the employee has returned to 100% for at least two years the employer may approve a maximum of three additional years at less than 100%.

During the transition all employees whose three year maximum expires between January 1, 2003 and March 31, 2003 will be given the option of one additional year.

- Agreements approved prior to April 1, 2003 will be taken into consideration when determining the 3 year maximum.

- Employees who are currently in an approved agreement which will extend beyond the 3 year maximum and April 1, 2003 will be allowed to complete the term of the current agreement.

Benefits will be based on the actual hours worked with the exception of pension where the employee will have the option of topping up to 100%.

The duty to accommodate principle will ensure flexibility for employees with special circumstances

b) Definitions

- (i) **"Eligible Employee"** means all permanent full-time and part-time employees appointed pursuant to section 17 of the Civil Service Act who have three years of continuous service with the Government of PEI and whose term of employment shall continue for the period of deferment are eligible to participate in the plan.
- (ii) **"Leave of Absence"** means a period taken in accordance with the provisions of (d) below. At no time shall the Leave of Absence be more than three consecutive months.
- (iii) **"Deferred Compensation Amount"** means the portion of the Current Compensation Amount which is retained by the Province for the Participant in the year in accordance with (c)(i) below.

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- (iv) "**Deferral Period**" means the period of time for which compensation is deferred in accordance with (c)(i) below. At no time shall the Deferral Period be more than nine months.
- (v) "**Participant**" means an Eligible Employee who has completed a Contract and whose application for participation in the Plan has been approved by the Province.
- (vi) "**Current Compensation Amount**" means the total compensation payable by the Province to the Participant for the year, in accordance with the current Collective Agreement in force between the Province and the Prince Edward Island Union of Public Sector employees. For excluded employees, means the total compensation payable as per the Terms and Conditions of Employment for Excluded Supervisory and Confidential Employees.

c) Funding for Leave of Absence

- (i) During the Deferral Period, the Participant will receive his/her Current Compensation Amount, less the amount which the Participant has specified in the Contract that is to be retained by the Province for the year in question.
- (ii) While participating in the Plan, the amount of the Current Compensation Amount deferred by the Participant under this plan or any other such arrangement for services rendered by the employee to the employer cannot exceed 25%.

d) Taking of Leave of Absence

- (i) The Leave of Absence shall occur according to, and be governed by, the Contract as executed by the Participant and the Province, but under no circumstances will the Leave of Absence occur before it is fully funded as per the Contract arrangements.
- (ii) The manner of payment to the Participant during the Leave of Absence shall be in bi-weekly instalments commencing two weeks following the start of the Leave of Absence and the amount paid shall be in accordance with the executed contract.
- (iii) The amounts to be paid to the Participant during the Leave of Absence shall be related to the monies retained by the Province in accordance with (c)(i) above but less any deductions made by the Province under(d)(vi) and (d)(x) below, as well as , any monies required by law to be paid by the Province for or on behalf of the Participant.

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- (iv) The Leave of Absence shall commence immediately following the Deferral Period.
 - (v) While the Participant is enrolled in the plan, any applicable Group Insurance benefits computed with reference to salary shall be based on the reduced salary level. (Effective April 1, 2002)
 - (vi) The Province will continue paying its share of applicable Group Insurance benefit premiums for the Participant during the term of the contract.
 - (vii) During the Leave of Absence, the participant will not accumulate or be entitled to the following:
 - (a) salary increments
 - (b) statutory holidays, maternity, sick or other leaves
 - (c) service for purpose of retire/severance pay calculations
 - (viii) CPP premiums are to be based on the participant's salary net of the deferred amounts during the period of deferral and on the deferred amounts when paid to the participant during the leave period.
 - (ix) Premiums are to be based on the participant's gross salary before deferrals during the period of deferral and no premiums are to be withheld from the deferred amounts when paid to the participant during the leave period.
 - (x) The Province will make pension deductions from payments to the Participant in accordance with the appropriate pension act.
 - (xi) A full-time employee who participates in the CSSF has the option to pay pension contribution on:
 - (a) the full salary applicable to the employee over the contract period; or
 - (b) on actual salary during the contract period.
- e) Withdrawal from the Plan**
- (i) A Participant who ceases to be employed by the Province must withdraw from the plan. Within sixty days the Province shall pay to the Participant the Deferred Compensation Amount.
 - (ii) With the consent of the Province, the Participant may withdraw from the plan upon giving not less than sixty days notice of intent to do so prior to the date established for the Leave of Absence. Within sixty days of such withdrawal, the Province shall pay to the Participant the Deferred

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Compensation Amount.

- (iii) Should the Participant die, the Province shall, within sixty days of notification of such death to the Province, pay the Deferred Compensation Amount to the Participant's estate, subject to the Province receiving the necessary clearances and proofs normally required for payment to estates.

f) Return Following Participation in the Plan

Following the Leave of Absence, the Participant must resume employment with the Province for a period of time not less than the duration of the contract.

g) General Provisions

No amendment shall be made to the plan which will prejudice any tax ruling which is applicable to the plan prior to the amendment.

h) Processing Procedures:

The following are the procedures to be followed when applying for an Income Averaging Agreement:

- (i) Employee applies to the employing authority for income averaging.
- (ii) Application has to proceed to Director level for final approval.
- (iii) If approved, the employing authority ensures the original agreement is sent to appropriate divisional personnel and a copy to the Pension Administration Officer in Employee Benefits.
- (iv) The divisional payroll staff member responsible for the employee will make the necessary changes in the Payroll System to ensure the EMPL4 Non-deferred Salary Factor is changed to reflect the new percentage. If the Pension contributions are to be on normal salary (ie. 100% for a full time person), say NO to the question "Pension Contrib. on Deferred Sal".
- (v) The payroll staff member will advise the Pension Administration Officer via e-mail when a new agreement is actioned in the payroll system.(A copy of the agreement should also be forwarded to the Employee Benefits Office.) This will ensure that Employee Benefits is aware of the agreement and provides an opportunity to audit the transaction in the payroll system on a timely basis.

3:04 Temporary Reduction in Hours

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- a) Definition: A plan where a permanent employee may voluntarily reduce his/her work hours for a temporary period of time and only be paid for hours worked. The reduction in hours may take the form of a reduced work day, a reduced work week or a reduced work year (i.e. work 10 months and take 2 months off without pay).

To allow permanent employees to voluntarily reduce their hours of work to accommodate lifestyle demands and interests.

b) Plan Rules and Administration

- (i) The application will be subject to the approval of the employing authority. (See Attachment 4.03)
- (ii) The Temporary Reduction in Hours Policy will allow permanent employees to voluntarily reduce their hours of work to a minimum of 50% of the regular full time hours for their position, with agreement of their Employer. The incumbent will retain permanent status and will have access to rights normally available to permanent employees and all benefits on a pro rata basis.
- (iii) Participants will only be given credit for hours that are worked, for the purpose of severance pay, retirement pay, etc.
- (iv) AD&D, Life Insurance and LTD coverage as well as CPP and EI premiums will be based on the reduced salary level.
- (v) If a full-time employee will be on leave of absence without pay and he/she chooses to pay pension on 100% salary, upon return to work payment of pension contributions relating to the leave of absence shall be made by lump sum payment or by payroll deductions over the same period as the leave.
- (vi) Vacation leave will be earned and expended on a pro rata basis. (e.g. Employees entitled to 3 weeks vacation working 50% of work hours for 12 months would receive 7.5 days paid vacation leave.)
- (vii) Sick leave will earned and may be expended on a pro rata basis. (Employees working 50% of work hours for 12 months would earn 7.5 days's sick leave.)
- (viii) For the purposes of calculating retiring/severance pay, only the actual hours worked will be used.
- (ix) Designated holidays will be paid for on a pro rata basis. When

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establishing the monthly hours to be worked, exclude designated holidays for that month then apply the appropriate percentage.

- (x) Overtime is not payable where management, in emergency situations or unforeseen circumstances, requires employees to work beyond the reduced work hours agreed upon, but no more than the normal daily hours of the position as determined by its regular full time hours of work designation.
- (xi) Overtime is payable to employees when authorized by management to work in excess of daily hours of work as provided by the regular full time hours of work designation of their positions (i.e. 8 hour/day). Overtime is paid at the rate of time and one-half for all the overtime that exceeds seven and one half (7 ½) or eight (8) hours of continuous overtime, depending on the hours of work code.
- (xii) Overtime at applicable rates shall be paid for hours worked on assigned days of rest, usually Saturday and/or Sunday where applicable and designated holidays.
- (xiii) The maximum period of any agreement is one year.
- (xiv) All forms and contracts must be signed. A copy is to be forwarded to Employee Benefits.
- (xv) Effective April 1, 2003 full-time employees wishing to work less than 100% will be allowed to do so for a maximum of 3 consecutive one year periods. Once the employee has returned to 100% for at least two years the employer may approve a maximum of three additional years at less than 100%.

During the transition all employees whose three year maximum expires between January 1, 2003 and March 31, 2003 will be given the option of one additional year.

- Agreements approved prior to April 1, 2003 will be taken into consideration when determining the 3 year maximum.

- Employees who are currently in an approved agreement which will extend beyond the 3 year maximum and April 1, 2003 will be allowed to complete the term of the current agreement.

Benefits will be based on the actual hours worked with the exception of pension where the employee will have the option of topping up to 100%.

The duty to accommodate principle will ensure flexibility for employees

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with special circumstances

c) Processing Procedures:

The following are the procedures to be followed when applying for a Temporary Reduction in Hours Agreement:

- (i) Employee applies to the employing authority for a Temporary Reduction in Hours.
- (ii) Application has to proceed to Director level for final approval.
- (iii) If approved, the employing authority ensures the original agreement is sent to appropriate divisional personnel and a copy to the Pension Administration Officer in Employee Benefits.
- (iv) The divisional payroll staff member responsible for the employee will make the necessary changes in PeopleSoft as per the section on "Entering a Voluntary Reduction in Work Hours" in the PeopleSoft manual.
- (v) The divisional payroll staff member will also make the necessary changes in the Payroll System to ensure
 - If the Pension contributions are to be on normal salary (ie. 100% for a full time person), in the EMPL4 (payroll) screen say YES to the question "Pension Contrib. on 100% Salary",
 - for an employee on a reduced work year who wishes to contribute on 100% salary, upon return to work the employee shall commence additional pension contributions to purchase the leave of absence without pay.
 - on the TRANS screen, be sure to change the standard hours to reflect the new FTE
- (vi) The payroll staff member will advise the Pension Administration Officer via e-mail when a new agreement is actioned in the payroll system. (A copy of the agreement should also be forwarded to the Employee Benefits Office.) This will ensure that Employee Benefits is aware of the agreement and provides an opportunity to audit the transaction in the payroll system on a timely basis.

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3:05 Job Sharing²

- a) The guidelines for job sharing are as follows:
- (i) Job sharing will only be permitted when jointly requested by existing classified employees. (See Attachment 4.04)
 - (ii) Except as otherwise provided herein, employees participating in job sharing arrangements will be entitled to all rights and benefits provided for in the UPSE Collective Agreement or the Terms and Conditions of Employment for Excluded Supervisory and Confidential Employees, as applicable.
 - (iii) Job sharing arrangements will only be authorized where operational requirements and the provision of services is not adversely affected.
 - (iv) Job sharing options are as follows:
 - Two full-time classified employees may request to job share one of their positions on a 50/50 basis; or
 - A full-time classified employee may request to job share a portion of his/her position with a classified part-time employee who agrees to increase his/her minimum employment guarantee. For example, the full-time employee could propose to work 80% if the part-time employee could work 60% instead of 40%.
 - (v) Both employees must share the same position title and be suitably qualified and capable of carrying out the duties and responsibilities of the positions to be job shared.
 - (vi) An employee wishing to job share his/her position has the responsibility of finding an eligible employee willing to enter into the job sharing arrangement. The two employees requesting approval to implement a job sharing arrangement will submit a written request to their supervisor or manager.
 - (vii) A position will be job shared for a one year period. Any extension beyond the one year period must be mutually acceptable to both employees and the Employer (and the Union where the employees are covered by the UPSE Collective Agreement). At the end of the job sharing period, the employees will resume the positions they held prior to entering into the job sharing arrangement.

² Based on Schedule E of the UPSE Collective Agreement

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- (viii) Each of the two employees in a job sharing arrangement will be required to fulfill the work schedule requirements averaged over a maximum of two bi-weekly pay periods, except where a request for a greater averaging period has the prior approval of the Employer (and the Union where the employees are covered by the UPSE Collective Agreement).
- (ix) During the period of a job sharing arrangement, the full-time classified employees will retain their status; however, for the following purposes, their benefits will be calculated on the basis outlined for part-time permanent employees:
 - (a) salary increments
 - (b) statutory holidays, maternity, sick, vacation or other leaves
 - (c) service for purpose of retire/severance pay calculations
 - (d) travel allowances
- (x) Premiums and benefits under the Group Life, Accidental Death and Dismemberment and Long Term Disability Insurance Plans shall be based on the salary level of the job sharing arrangements (eg. 50% of full-time salary level) and in accordance with policy documents.
- (xi) Classified full-time and part-time employees participating in a job sharing arrangement shall continue to be covered under the provisions of the Civil Service Superannuation Act. For full-time employees, the portion of their position which is not worked may be considered as deemed service as provided for in the Civil Service Superannuation Act. If the full-time employee elects to purchase the eligible deemed service, the purchase arrangement must be made at the commencement of the job sharing arrangement.
- (xii) In the event one of the participants vacates the job shared position (eg. through termination of employment, appointment to another position or being placed on injury on duty/disability leave), the job sharing arrangement will terminate and the remaining participant will revert to his/her status in the position occupied prior to the job sharing arrangement, except where mutually acceptable alternative arrangements are approved by the Employer (and the Union where the employee is covered by the UPSE Collective Agreement).
- (xiii) If either participant or the Employer wishes to terminate or extend the job sharing arrangement prior to its expiry, a minimum of sixty calendar days' written notice shall be required

b) Processing Procedures:

The following are the procedures to be followed when applying for a Job Sharing

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Agreement:

- (i) Employees applies to the employing authority for a Job Sharing Arrangement.
- (ii) Application has to proceed to Director level for final approval.
- (iii) If approved, the employing authority ensures the original agreement is sent to appropriate divisional personnel and a copy to the Pension Administration Officer in Employee Benefits. Where the employee is covered by the UPSE collective agreement, a copy is also sent to the Union.
- (iv) The divisional payroll staff member responsible for the employee will make the necessary changes in PeopleSoft as per the section on “Entering a Voluntary Reduction in Work Hours” in the PeopleSoft manual.
- (v) The divisional payroll staff member will also make the necessary changes in the Payroll systems to ensure
 - ▶ for the primary applicant, if the Pension contributions are to be on normal salary (ie. 100% for a full time person), in the EMPL4 screen say YES to the question “Pension Contrib. on 100% Salary”,
 - ▶ for the secondary applicant, if the secondary employee was also a full-time employee and he/she elects to pay pension on the normal salary, in the EMPL4 screen say YES to the question “Pension Contrib. on 100% Salary”
 - ▶ on the TRANS screen, the standard hours for each employee are changed to reflect their new standard hours under the job sharing arrangement.
- (vi) The payroll staff member will advise the Pension Administration Officer via e-mail when a new agreement is actioned in the payroll system. (A copy of the agreement should also be forwarded to the Employee Benefits Office.) This will ensure that Employee Benefits is aware of the agreement and provides an opportunity to audit the transaction in the payroll system on a timely basis.

4. **ATTACHMENTS**

4.01 Attachment : Application for Deferred Salary

4.02 Attachment: Application for Leave of Absence
Funded by Income Averaging

4.03 Attachment: Application for Leave of Absence

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Via Temporary Reduction in Hours

4.04 Attachment: Application Job Sharing Arrangement

4.01 Attachment

Flexible Leave Plans

- Deferred Salary Plan
- Income Averaging
- Temporary Reduction in Hours
- Job Sharing

I. *General Administration*

*Leave of Absence*³

- If you are on an approved leave of absence with pay, all benefits may be continued for a maximum of 24 months following the month in which leave commences. The cost sharing premium remains the same as when an active employee.
- If you are on an approved leave of absence without pay, all benefits with the exception of Long Term Disability Insurance, may be continued for a maximum of 24 months and Long Term Disability Insurance for a maximum of 3 months following the month in which the leave commences. The cost sharing of premium remains the same as when an active employee except the cost sharing provisions shall not apply to employees who, while on leave, are employed with another employer or self-employed.
- In the case of a period of approved educational leave, benefits are based upon actual salary. During a period of Deferred Salary Leave, your benefits are based upon your actual salary earned during both the year of the leave and the years prior to the leave.
- Maternity Leave - If you are on maternity leave, all benefits may continue for six months following the month in which you leave commences. The cost sharing of premium remains the same as when an active employee.
- If an employee is terminated and files a Grievance and the employer wishes to have coverage continued, Life AD&D, Health, Dental and Travel coverage's can continue. Long Term Disability cannot continue through the grievance period, however, if the matter is settled in favor of the employee, the LTD would be reinstated retroactively. If an employee suffers as disability during the grievance period, coverage will be provided by the underwriter as if no interruption of coverage had taken place.

II. *Deferred Salary Leave Plan*

³Taken from Johnson's handbook.

Administration Issues:

- An employee can only receive five years maximum of deemed service for pensionable years under all deferred salary, LOA plans..
- Part-time and full-time employees can participate in this plan.
- Participants in this deferral plan will not receive credit for the year that the Leave of Absence was taken in that the employee will not receive any step increases during that year nor accrue hours for purposes of sick/vacation leave or severance/retirement pay.
- An employee participating in the Plan shall be eligible upon return to duty for any increase in salary and benefits that would have been received had the one (1) year leave of absence not been taken.
- The Participant must sign an Application and Agreement for the Deferred Salary Plan, which will be kept with the Employee Benefits section of the PEI Public Service Commission.

The following stipulations are taken from Schedule B of the Collective Agreement for the PEI Union of Public Sector Employees:

- An employee must make a written application to his/her Deputy Head on or before January 31, requesting permission to participate in the Plan; however, the deadline of January 31 may be waived under special conditions.
- Written acceptance or denial of the employee's request, with explanation, will be forwarded to the employees by April 1 in the fiscal year the original request is made.
- Approval of individual requests to participate in the Plan shall rest solely with the Employing Authority.
- With the approval of the Employing Authority, an employee may select some alternative method of deferring other than that specified in Schedule B of the Collective Agreement.

For an employee on leave: when there is a mass salary increase the deferred salary override amount is wiped out and the new salary is re-established. These need to be checked so that the override is reinstated.

Pension Issues:

- Superannuation deductions are to be continued at the rates prescribed by the Civil Service Superannuation Act.
- Deductions will be based on the salary paid to the employee during the period of the Deferred Salary Plan under Section 1 (of the Schedule B of the Collective Agreement for the PEI Union of Public Sector Employees). CSSF members who are full-time employees may opt to pay on 100% salary.

Facts :

The Province of Prince Edward Island has established a Deferred Salary Leave Plan (the DSLP)

for its employees. The details of the DSLP are as follows:

1. Definitions

"Eligible Employee" means all permanent employees and temporary employees appointed pursuant to section 17 of the Civil Service Act who have one year of continuous service and whose term of employment could continue for the period of deferment are eligible to participate in the plan.

"Leave of Absence" means the twelve month period taken in accordance with the provisions of 3 below. At no time shall the Leave of Absence be less than six consecutive months.

"Deferred Compensation Amount" means the portion of the Current Compensation Amount which is retained by the Province for the Participant in each year in accordance with 2.1 below.

"Deferral Period" means the number of years for which compensation is deferred in accordance with 2.1 below, including the years referred to in 3.5 below, if applicable.

"Participant" means an Eligible Employee who has completed a Contract and whose application for participation in the Plan has been approved by the Province.

"Current Compensation Amount" means the total compensation payable by the Province to the Participant for the year, in accordance with the current collective agreement in force between the Province and the Prince Edward Island Union of Public Sector employees.

2. Funding for Leave of Absence

2.1 During each year prior to the Leave of Absence, the Participant, for a maximum of five years, will receive his/her Current Compensation Amount, less the amount which the Participant has specified in the Contract for the year in question which is to be retained by the Province. For example, if an employee wishes to enter into a contract where he/she works for 4 years and takes the 5th year off, he/she would receive 80% of his/her salary ($100\% - 20\% = 80\%$).

2.2 While participating in the Plan, the amount of the Current Compensation Amount deferred by the Participant under this plan or any other such arrangement for services rendered by the employee to the employer cannot exceed 33 1/3% in any calendar year.

2.3 The calculation of interest under the terms of this plan shall be the same as that in effect for Provincial Deposit or in an alternate manner approved by the parties when Provincial Deposit Receipts cease to exist.

3. Taking of Leave of Absence

3.1 The Leave of Absence shall occur according to, and be governed by, the Contract as executed by the Participant and the Province.

3.2 The manner of payment to the Participant during the Leave of Absence shall be in instalments commencing two weeks following the start of the Leave of Absence, being approximately equal to one-twenty sixth of the monies held by the Province for the Participant in

As of April 1, 2003

accordance with 2.1 above as determined at the beginning of the Leave of Absence. In no event shall payment be made more frequently than bi-weekly

3.3 The amounts to be paid to the Participant during the Leave of Absence shall be related to the monies retained by the Province in accordance with 2.1 above but less any deductions made by the Province under 3.8 and 3.12 below, as well as , any monies required by law to be paid by the Province for or on behalf of the Participant.

3.4 Interest earned on the Deferred Compensation Amount to the beginning of the leave period will be paid one month following the start of the leave period. During the leave of absence, the declining balance of the deferred salary will continue to earn interest. The interest accumulated during the leave of absence will be paid within 30 days of the completion of the leave of absence.

3.5 The Leave of Absence, may, with the consent of the Province given not less than six months prior to the scheduled date, be postponed for one year. This postponement will not move the commencement of the leave beyond six years from the date of enrollment in the Plan. The Leave of Absence and Deferral Period must be completed by the start of the seventh year. If a Participant delays their Leave of Absence in the fifth year then they must begin their Leave of Absence no later than the last day of the fifth year so to complete the Leave by the last day of the sixth year.

3.6 Subject to the provisions of 3.5 above, the Leave of Absence shall commence immediately following the Deferral Period.

3.7 While the Participant is enrolled in the plan, any applicable Group Insurance benefits computed with reference to salary shall be structured according to the following: Life Insurance- the participants salary less the deferred amount for the term of the contract. LTD Coverage- 100% of salary during deferral period, 100% during the first three months of leave period which is cost shared. After the first three months the participant has the option to pay for full coverage for the rest of the deferral period.

3.8 The Province will continue paying its share of applicable Group Insurance benefit premiums for the Participant during the term of the contract with the exception of LTD premiums. For LTD, the Province will pay its share during the deferral period and the first three months of the leave period. If the employee elects to continue LTD coverage for the remainder of the leave period, the employee assumes the full cost of the coverage.

3.9 During the Leave of Absence, the Participant will not accumulate nor be entitled to the following:

- (a) salary increments
- (b) statutory holidays, maternity, sick or other leaves
- (c) service for purpose of retire/severance pay calculations

3.10 CPP premiums are to be based on the participant's salary net of the deferred amounts during the period of deferral and on the deferred amounts when paid to the participant during the leave period.

3.11 UI premiums are to be based on the participant's gross salary before deferrals during the period of deferral and no premiums are to be withheld from the deferred amounts when paid to the participant during the leave period.

3.12 The Province will make pension deductions from payments to the Participant in accordance with the appropriate pension act.

3.13 A full-time employee who participates in the CSSF has the option to pay pension contribution on:

- (a) the full salary applicable to the employee over the contract period; or
- (b) on actual salary during the contract period.

4. Withdrawal from the Plan

4.1 A Participant who ceases to be employed by the Province must withdraw from the plan. Within sixty days the Province shall pay to the Participant the Deferred Compensation Amount.

4.2 With the consent of the Province, the Participant may withdraw from the plan upon giving not less than six months notice of intent to do so prior to the date established for the Leave of Absence. Within sixty days of such withdrawal, the Province shall pay to the Participant the Deferred Compensation Amount.

4.3 Should the Participant die, the Province shall, within sixty days of notification of such death to the Province, pay the Deferred Compensation Amount to the Participant's estate, subject to the Province receiving the necessary clearances and proofs normally required for payment to estates.

5. Suspension from Participation in the Plan

5.1 The Participant may on one occasion while he/she is participating in the plan give notice to the Province stating that he/she wishes to suspend participation in the plan for a period of twelve months as at the anniversary date of enrolment in the plan which immediately follows such notice, in which case the Province shall pay the Current Compensation Amount to the Participant as if he/she were not participating in the plan for such year. The Deferred Compensation shall continue to be held by the Province until the Participant withdraws from the plan or takes the Leave of Absence.

5.2 Suspension of participation under 5.1 above shall postpone the year established for the Leave of Absence by the length of suspension subject to the restrictions in 3.5.

5.3 If the Participant has given notice in accordance with 5.1 above, the Participant's participation in the plan shall be re-instated commencing on the first of the month which immediately follows the twelve months in which his/her participation had been suspended.

6. Return Following Participation in the Plan

6.1 Following the Leave of Absence, the Participant must resume employment with the Province or with a Public Sector employer that participates in the same or similar arrangement for a period of time not less than the duration of the Leave of Absence.

7. General Provisions

7.1 No amendment shall be made to the plan which will prejudice any tax ruling which is applicable to the plan prior to the amendment.

7.2 Interest paid to the Participant under provisions of the Deferred Salary Leave Plan will be considered as income for the purposes of the Income Tax Act and will be reported on the Participant's T4 and shall be subject to tax withholdings.

7.3 Interest is to be accrued as of December 31 each year. Interest will be paid per 3.4.

III. *Income Averaging*

Definition: A plan where a permanent employee works for part of the year and takes a paid leave of absence for the other part of the year that is funded by spreading the salary for the period worked over the entire year (e.g. work 10 months and take 2 months off with the 10 months salary spread out over 12 months).

i. *Administration:*

- The application will be subject to the approval of the employing authority.
- An application should cover a maximum period of one year. The responsibility rests with the departments to ensure that the leave of absence is not advanced before sufficient funding of the leave exists.
- No interest will be given on the salary deferred to fund the leave of absence.
- An employee can only accumulate a maximum of five years of deemed service from any salary deferral/leave of absence plan or eligible LOA purchases.
- All forms and contracts must be signed. A copy is to be forwarded to Employee Benefits.
- Effective April 1, 2003 full-time employees wishing to work less than 100% will be allowed to do so for a maximum of 3 consecutive one year periods. Once the employee has returned to 100% for at least two years the employer may approve a maximum of three additional years at less than 100%.

During the transition all employees whose three year maximum expires between January 1, 2003 and March 31, 2003 will be given the option of one additional year.

- Agreements approved prior to April 1, 2003 will be taken into consideration when determining the 3 year maximum.

- Employees who are currently in an approved agreement which will

As of April 1, 2003

extend beyond the 3 year maximum and April 1, 2003 will be allowed to complete the term of the current agreement.

Benefits will be based on the actual hours worked with the exception of pension where the employee will have the option of topping up to 100%.

The duty to accommodate principle will ensure flexibility for employees with special circumstances

.ii. Plan Rules

1. Definitions

"Eligible Employee" means all permanent full-time and part-time employees appointed pursuant to section 17 of the Civil Service Act who have three years of continuous service with the Government of PEI and whose term of employment shall continue for the period of deferment are eligible to participate in the plan.

"Leave of Absence" means a period taken in accordance with the provisions of 3 below. At no time shall the Leave of Absence be more than three consecutive months.

"Deferred Compensation Amount" means the portion of the Current Compensation Amount which is retained by the Province for the Participant in the year in accordance with 2.1 below.

"Deferral Period" means the period of time for which compensation is deferred in accordance with 2.1 below. At no time shall the Deferral Period be more than nine months.

"Participant" means an Eligible Employee who has completed a Contract and whose application for participation in the Plan has been approved by the Province.

"Current Compensation Amount" means the total compensation payable by the Province to the Participant for the year, in accordance with the current collective agreement in force between the Province and the Prince Edward Island Union of Public Sector employees. For excluded employees, means the total compensation payable as per the Terms and Conditions of Employment for Excluded Supervisory and Confidential Employees.

2. Funding for Leave of Absence

2.1 During the Deferral Period, the Participant will receive his/her Current Compensation Amount, less the amount which the Participant has specified in the Contract that is to be retained by the Province for the year in question.

2.2 While participating in the Plan, the amount of the Current Compensation Amount deferred by the Participant under this plan or any other such arrangement for services rendered by the employee to the employer cannot exceed 25%.

3. Taking of Leave of Absence

3.1 The Leave of Absence shall occur according to, and be governed by, the Contract as executed by the Participant and the Province, but under no circumstances will the Leave of Absence occur before it is fully funded as per the Contract arrangements.

3.2 The manner of payment to the Participant during the Leave of Absence shall be in bi-weekly instalments commencing two weeks following the start of the Leave of Absence and the amount paid shall be in accordance with the executed contract.

3.3 The amounts to be paid to the Participant during the Leave of Absence shall be related to the monies retained by the Province in accordance with 2.1 above but less any deductions made by the Province under 3.6 and 3.10 below, as well as , any monies required by law to be paid by the Province for or on behalf of the Participant.

3.4 The Leave of Absence shall commence immediately following the Deferral Period.

3.5 While the Participant is enrolled in the plan, any applicable Group Insurance benefits computed with reference to salary shall be structured according based on the reduced salary level (effective April 1, 2002).

3.6 The Province will continue paying its share of applicable Group Insurance benefit premiums for the Participant during the term of the contract.

3.7 During the Leave of Absence, the Participant will not accumulate nor be entitled to the following:

- (a) salary increments
- (b) statutory holidays, maternity, sick or other leaves
- (c) service for purpose of retire/severance pay calculations

3.8 CPP premiums are to be based on the participant's salary net of the deferred amounts during the period of deferral and on the deferred amounts when paid to the participant during the leave period.

3.9 UI premiums are to be based on the participant's gross salary before deferrals during the period of deferral and no premiums are to be withheld from the deferred amounts when paid to the participant during the leave period.

3.10 The Province will make pension deductions from payments to the Participant in accordance with the appropriate pension act.

3.11 A full-time employee who participates in the CSSF has the option to pay pension contribution on:

- (a) the full salary applicable to the employee over the contract period; or
- (b) on actual salary during the contract period.

4. Withdrawal from the Plan

4.1 A Participant who ceases to be employed by the Province must withdraw from the plan.

Within sixty days the Province shall pay to the Participant the Deferred Compensation Amount.

4.2 With the consent of the Province, the Participant may withdraw from the plan upon giving not less than sixty days notice of intent to do so prior to the date established for the Leave of Absence. Within sixty days of such withdrawal, the Province shall pay to the Participant the Deferred Compensation Amount.

4.3 Should the Participant die, the Province shall, within sixty days of notification of such death to the Province, pay the Deferred Compensation Amount to the Participant's estate, subject to the Province receiving the necessary clearances and proofs normally required for payment to estates.

5. Return Following Participation in the Plan

5.1 Following the Leave of Absence, the Participant must resume employment with the Province for a period of time not less than the duration of the contract.

6. General Provisions

6.1 No amendment shall be made to the plan which will prejudice any tax ruling which is applicable to the plan prior to the amendment.

ii. Processing Procedures:

The following are the procedures to be followed when applying for an Income Averaging Agreement:

- Employee applies to the employing authority for income averaging.
- Application has to proceed to Director level for final approval.
- If approved, the employing authority ensures the original agreement is sent to appropriate Divisional personnel and a copy to the Pension Administration Officer in Employee Benefits.
- The divisional payroll staff member responsible for the employee will make the necessary changes in the Payroll system to ensure the EMPL4 Non-deferred Salary Factor is changed to reflect the new percentage. If the Pension contributions are to be on normal salary (ie. 100% for a full time person), say NO to the question "Pension Contrib. on Deferred Sal".
- The payroll staff member will advise the Pension Administration officer via e-mail when a new agreement is actioned in the payroll system. This will ensure that Employee Benefits is aware of the agreement and provides an opportunity to audit the transaction in the payroll system on a timely basis.

IV. *Temporary Reduction in Hours*

Definition: A plan where a permanent employee may voluntarily reduce his/her work hours for a temporary period of time and only be paid for hours worked. The reduction in hours may take the form of a reduced work day, a reduced work week or a reduced work year (i.e. work 10 months and take 2 months off without pay).

To allow permanent employees to voluntarily reduce their hours of work to accommodate lifestyle demands and interests.

i. *Plan Rules and Administration*

- The application will be subject to the approval of the employing authority.
- The Temporary Reduction in Hours Policy will allow permanent employees to voluntarily reduce their hours of work to a minimum of 50% of the regular full time hours for their position, with agreement of their Employer. The incumbent will retain permanent status and will have access to rights normally available to permanent employees and all benefits on a pro rata basis.
- Participants will only be given credit for hours that are worked, for the purpose of severance pay, retirement pay, etc.
- AD&D, Life Insurance and LTD coverage as well as CPP and EI premiums will be based on the reduced salary level.
- If a full-time employee will be on leave of absence without pay and he/she chooses to pay pension on 100% salary, upon return to work payment of pension contributions relating to the leave of absence shall be made by lump sum payment or by payroll deductions over the same period as the leave.
- Vacation Leave will be earned and expended on a pro rata basis. (e.g. Employees entitled to 3 weeks vacation working 50% of work hours for 12 months would receive 7.5 days paid vacation leave.)
- Sick Leave will earned and may be expended on a pro rata basis. (Employees working 50% of work hours for 12 months would earn 7.5 days's sick leave.)
- For the purposes of calculating retiring/severance pay, only the actual hours worked will

be used.

- Designated Holidays will be paid for on a pro rata basis. When establishing the monthly hours to be worked, exclude designated holidays for that month the apply the appropriate percentage.
- Overtime is not payable where management, in emergency situations or unforeseen circumstances, requires employees to work beyond the reduced work hours agreed upon, but no more than the normal daily hours of the position as determined by its regular full time hours of work designation.
- Overtime is payable to employees when authorized by management to work in excess of daily hours of work as provided by the regular full time hours of work designation of their positions (i.e. 8 hour/day). Overtime is paid at the rate of time and one-half for all the overtime that exceeds seven and one half (7 ½) or eight (8) hours of continuous overtime, depending on the hours of work code.
- Overtime at applicable rates shall be paid for hours worked on assigned days of rest, usually Saturday and/or Sunday where applicable, and designated holidays.
- The maximum period of any agreement is one year.
- All forms and contracts must be signed. A copy is to be forwarded to Employee Benefits.
- Effective April 1, 2003 full-time employees wishing to work less than 100% will be allowed to do so for a maximum of 3 consecutive one year periods. Once the employee has returned to 100% for at least two years the employer may approve a maximum of three additional years at less than 100%.

During the transition all employees whose three year maximum expires between January 1, 2003 and March 31, 2003 will be given the option of one additional year.

- Agreements approved prior to April 1, 2003 will be taken into consideration when determining the 3 year maximum.

- Employees who are currently in an approved agreement which will extend beyond the 3 year maximum and April 1, 2003 will be allowed to complete the term of the current agreement.

Benefits will be based on the actual hours worked with the exception of pension where the employee will have the option of topping up to 100%.

The duty to accommodate principle will ensure flexibility for employees with special circumstances

ii. Processing Procedures:

The following are the procedures to be followed when applying for a Temporary Reduction in Hours Agreement:

- Employee applies to the employing authority for a Temporary Reduction in Hours.
- Application has to proceed to Director level for final approval.
- If approved, the employing authority ensures the original agreement is sent to appropriate Divisional personnel and a copy to the Pension Administration Officer in Employee Benefits.
- The divisional payroll staff member responsible for the employee will make the necessary changes in PeopleSoft as per the section on “Entering a Voluntary Reduction in Work Hours” in the PeopleSoft manual.
- The divisional payroll staff member will also make the necessary changes in the Payroll system to ensure
 - ▶ If the Pension contributions are to be on normal salary (ie. 100% for a full time person), in the EMPL4 (payroll) screen say YES to the question “Pension Contrib. on 100% Salary”,
 - ▶ for an employee on a reduced work year who wishes to contribute on 100% salary, upon return to work the employee shall commence additional pension contributions to purchase the leave of absence without pay.
 - ▶ on the TRANS screen, be sure to change the standard hours to reflect the new FTE
- ▶ The payroll staff member will advise the Pension Administration Officer via e-mail when a new agreement is actioned in the payroll system. This will ensure that Employee Benefits is aware of the agreement and provides an opportunity to audit the transaction in the payroll system on a timely basis.

V. Job Sharing⁴

The guidelines for job sharing are as follows:

1. Job sharing will only be permitted when jointly requested by existing classified employees.
2. Except as otherwise provided herein, employees participating in job sharing

⁴ Based on Schedule E of the UPSE Collective Agreement

As of April 1, 2003

arrangements will be entitled to all rights and benefits provided for in the UPSE Collective Agreement or the Terms and Conditions of Employment for Excluded Supervisory and Confidential Employees, as applicable.

3. Job sharing arrangements will only be authorized where operational requirements and the provision of services is not adversely affected.
4. Job sharing options are as follows:
 - (a) Two full-time classified employees may request to job share one of their positions on a 50/50 basis; or
 - (b) A full-time classified employee may request to job share a portion of his/her position with a classified part-time employee who agrees to increase his/her minimum employment guarantee. For example, the full-time employee could propose to work 80% if the part-time employee could work 60% instead of 40%.
5. Both employees must share the same position title and be suitably qualified and capable of carrying out the duties and responsibilities of the positions to be job shared.
6. An employee wishing to job share his/her position has the responsibility of finding an eligible employee willing to enter into the job sharing arrangement. The two employees requesting approval to implement a job sharing arrangement will submit a written request to their supervisor or manager.
7. A position will be job shared for a one year period. Any extension beyond the one year period must be mutually acceptable to both employees and the Employer (and the Union where the employees are covered by the UPSE collective agreement). At the end of the job sharing period, the employees will resume the positions they held prior to entering into the job sharing arrangement.
8. Each of the two employees in a job sharing arrangement will be required to fulfill the work schedule requirements averaged over a maximum of two bi-weekly pay periods, except where a request for a greater averaging period has the prior approval of the Employer (and the Union where the employees are covered by the UPSE collective agreement).
9. During the period of a job sharing arrangement, the full-time classified employees will retain their status; however, for the following purposes, their benefits will be calculated on the basis outlined for part-time permanent employees:
 - (a) salary increments
 - (b) statutory holidays, maternity, sick, vacation or other leaves
 - (c) service for purpose of retire/severance pay calculations
 - (d) travel allowances
10. Premiums and benefits under the Group Life, Accidental Death and Dismemberment and

Long Term Disability Insurance Plans shall be based on the salary level of the job sharing arrangements (eg. 50% of full-time salary level) and in accordance with policy documents.

11. Classified full-time and part-time employees participating in a job sharing arrangement shall continue to be covered under the provisions of the Civil Service Superannuation Act. For full-time employees, the portion of their position which is not worked may be considered as deemed service as provided for in the Civil Service Superannuation Act. If the full-time employee elects to purchase the eligible deemed service, the purchase arrangement must be made at the commencement of the job sharing arrangement.
12. In the event one of the participants vacates the job shared position (eg. through termination of employment, appointment to another position or being placed on injury on duty/disability leave), the job sharing arrangement will terminate and the remaining participant will revert to his/her status in the position occupied prior to the job sharing arrangement, except where mutually acceptable alternative arrangements are approved by the Employer (and the Union where the employee is covered by the UPSE collective agreement).
13. If either participant or the Employer wishes to terminate or extend the job sharing arrangement prior to its expiry, a minimum of sixty calendar days' written notice shall be required.

ii. Processing Procedures:

The following are the procedures to be followed when applying for a Job Sharing Agreement:

- Employees apply to the employing authority for a Job Sharing Arrangement.
- Application has to proceed to Director level for final approval.
- If approved, the employing authority ensures the original agreement is sent to appropriate Divisional personnel and a copy to the Pension Administration Officer in Employee Benefits. Where the employee is covered by the UPSE collective agreement, a copy is also sent to the Union.
- The divisional payroll staff member responsible for the employee will make the necessary changes in PeopleSoft as per the section on "Entering a Voluntary Reduction in Work Hours" in the PeopleSoft manual.
- The divisional payroll staff member will also make the necessary changes in the Payroll systems to ensure
 - ▶ for the primary applicant, if the Pension contributions are to be on normal salary (ie. 100% for a full time person), in the EMPL4 screen say YES to the question "Pension Contrib. on 100% Salary",

As of April 1, 2003

- ▶ for the secondary applicant, if the secondary employee was also a full-time employee and he/she elects to pay pension on the normal salary, in the EMPL4 screen say YES to the question “Pension Contrib. on 100% Salary”
 - ▶ on the TRANS screen, the standard hours for each employee are changed to reflect their new standard hours under the job sharing arrangement.
-
- ▶ The payroll staff member will advise the Pension Administration Officer via e-mail when a new agreement is actioned in the payroll system. This will ensure that Employee Benefits is aware of the agreement and provides an opportunity to audit the transaction in the payroll system on a timely basis.

4.02 Attachment

**APPLICATION FOR LEAVE OF ABSENCE
FUNDED BY INCOME AVERAGING**

1. Application

Last Name	First Name	Initial
Address		
		Postal Code
Department	Division	Section
Classification/Working Title		Position Number
Employee Number		Phone # (work)

2. Dates

Contract Period (includes period worked and leave of absence):
FROM _____ TO _____

Work Period: FROM _____ TO _____

Leave Period: FROM _____ TO _____

3. Reason for request

4. Superannuation

Pursuant to section 7(2)b of the Civil Service Superannuation Act R.S.P.E.I. 1988, Cap C-9, an employee participating in this program may opt to have the amount of contributions calculated by reference to the salary the employee would have received if the employee were not participating in this program.

An employee considering joining this program should be aware of the two (2) pension options available.

Option 1: Pay pension contribution on the full salary applicable to the employee over the contract period.

Option 2: Pay pension contributions on actual salary received during the contract period.

Implications: In Option 1, the employee will have pension credit equivalent to the employee's normal hours for his/her position at the end of the contract period.

In Option 2, the employee will only have pension credit for the reduced time period actually worked during the contract period.

I hereby select Option # _____ regarding superannuation benefits.

Employee's signature

5. Terms of participation in this program:

a. The Employing Authority is authorized to deduct sufficient monies from my annual gross salary to enable the income averaging to occur within the contract period.

b. The annual salary to be paid to the applicant shall be their salary earned during the work period , averaged and paid on a bi-weekly basis over the contract period.

c. CPP premiums are to be based on my salary net of the deferred amounts during the period of deferral and on the deferred amounts paid during the leave period.

d. UI premiums are to be based on my gross salary before deferrals during the period of deferral and no premiums are to be withheld from the deferred amounts when paid to the participant during the leave period.

e. Superannuation contributions are to be deducted in accordance with option selected in Section 4.

f. Group Insurance benefits computed with reference to salary shall be based on my salary net of the deferred amounts.

g. During the period when the applicant is not working, eligibility to earn and utilized sick leave, special leave or vacation leave provisions of the Collective Agreement are suspended.

h. Withdrawal from the program or any revisions desired will be requested in writing to the Employing Authority.

Date

Employee

I hereby agree to this employee's application.

Date

Supervisor / Manager

Date

Human Resource Manager

Date

Director/Deputy Minister

To Be Completed by the Department:

Is this employee's position to be backfilled? Yes No

4.03 Attachment

**APPLICATION FOR LEAVE OF ABSENCE
VIA TEMPORARY REDUCTION IN HOURS**

1. Application

Last Name	First Name	Initial
Address		
		Postal Code
Department	Division	Section
Classification/Working Title		Position Number
Employee Number		Phone # (work)

2. Dates

Contract Period (includes period worked and leave of absence):

FROM _____ TO _____

The employee's hours of work will be reduced from the normal hours worked. Specifically, during this period, the employee will work:

i) Part Day/Week Option

_____ percent of each pay period for the period of the agreement.

or

ii) Part Year Option

Work period(s) (ie normal work hours) _____

Leave of absence **without** pay from _____ to _____

Note: Hours Worked must be a minimum of 50% of regular full-time hours for the position.

3. Reason for request

4. Superannuation

Pursuant to section 7(2)b of the Civil Service Superannuation Act R.S.P.E.I. 1988, Cap C-9, a full-time employee participating in this program may opt to have the amount of contributions calculated by reference to the salary the employee would have received if the employee were not participating in this program.

An employee considering joining this program should be aware of the two (2) pension options available.

Option 1: Pay pension contribution on the full salary applicable to the employee over the contract period.

Option 2: Pay pension contributions on actual salary received during the contract period.

Implications: In Option 1, the employee will have pension credit equivalent to the employee’s normal hours for his/her position at the end of the contract period.

In Option 2, the employee will only have pension credit for the reduced time period actually worked during the contract period.

Note: If the employee will be on leave of absence without pay and he/she chooses to pay pension on 100% salary, upon return to work payment of pension contributions relating to the leave of absence shall be made by lump sum payment or by payroll deductions over the same period as the leave.

I hereby select Option # _____ regarding superannuation benefits.

Employee’s signature

5. Terms of participation in this program:

a. The salary to be paid to the applicant during the contract period shall be their salary earned during the work period.

b. AD&D, Life Insurance and LTD coverage and premiums will be based on the actual salary received during the contract period.

- c. CPP and UI premiums are to be based on my actual salary received during the contract period.
- d. Superannuation contributions are to be deducted in accordance with option selected in Section 4.
- e. During the contract period, vacation and sick leave will be earned and expended on a pro rata basis.
- f. Withdrawal from the program or any revisions desired will be requested in writing to the Employing Authority.

Date

Employee

I hereby agree to this employee's application.

Date

Supervisor / Manager

Date

Human Resource Manager

Date

Director / Deputy Minister

To Be Completed by the Department:

Is this employee's position to be backfilled? Yes No

4.04 Attachment

APPLICATION Job Sharing Arrangement

1. Application

Employee #1

Last Name	First Name	Initial
Department	Division	Section
Classification/Working Title		Position Number
Employee Number	Phone # (work)	

Employee #2

Last Name	First Name	Initial
Department	Division	Section
Classification/Working Title		Position Number
Employee Number	Phone # (work)	

2. Job Sharing Arrangement

During the period of this agreement, which is _____ to _____
_____ the job sharing will be as follows:

- a) _____ Two full-time employees are sharing one of their positions on a 50/50 basis
- or
- b) _____ Employee # 1 (ie. the full-time employee) decreases from 100% to _____ percent and
Employee # 2
(ie. the part-time employee) increases from _____ percent to _____ percent.

3. Superannuation

Pursuant to section 7(2)b of the Civil Service Superannuation Act R.S.P.E.I. 1988, Cap C-9, a full-time employee participating in this program may opt to have the amount of contributions calculated by reference to the salary the employee would have received if the employee were not participating in this program.

An employee considering joining this program should be aware of the two (2) pension options available.

Option 1: Pay pension contribution on the full salary applicable to the employee over the twelve (12) month period.

Option 2: Pay pension contributions on actual salary received for the twelve (12) month period.

Implications: In Option 1, the employee will have 12 months of pension credit at the end of the 12 month period.

In Option 2, the employee will only have a pension credit equal to the percentage of salary received as compared to the gross salary (e.g. if receiving 75% of gross salary the pension credit is 9 months [12 mos * 75%])

Employee # 1 I hereby select Option # _____ regarding superannuation benefits.

Employee's signature

Employee # 2 I hereby select Option # _____ regarding superannuation benefits. (Only applicable if employee is full-time prior to start of job sharing).

Employee's signature

4. General Provisions:

a. Salary deductions for :

- Applicable employee contributions for Canada Pension, Employment Insurance, Union Dues and Group Life and LTD Insurance shall be deducted from my reduced salary. Group Life and LTD insurance coverage shall be based on my reduced salary.
- Superannuation contributions are to be deducted in accordance with option selected in Section 3.

b. During the contract period, vacation and sick leave will be earned and expended on a pro rata basis.

c. Withdrawal from the program or any revisions desired will be requested in writing to the Employing Authority.

Date

Employee # 1

Date

Employee # 2

I hereby agree to this application.

Date

Supervisor / Manager

Date

Human Resource Manager

Date

Director

SECTION 5

TERMS AND CONDITIONS OF EMPLOYMENT

5.05 TELEWORK GUIDELINES

AUTHORITY: PUBLIC SERVICE COMMISSION

ADMINISTRATION: DEPUTY HEAD OF GOVERNMENT DEPARTMENTS AND AGENCIES

1. PURPOSE

The purpose of these guidelines is to provide information on how telework arrangements may be structured in situations where the employing authority and an employee agree to a telework arrangement.

2. APPLICATION

These guidelines apply to departments and agencies that are under the authority of the **Civil Service Act.**

3. DEFINITION

Telework is the scheduled performance of work during regular working hours by an employee from a teleworksite that the employer and employee mutually agree upon (usually is the employee's home).

4. POLICY

4.01 General

- a) Telework arrangements must be voluntary. They are not a term of employment or a right of employees.
- b) Normally, employees would have to have completed their probationary status before they would be eligible to work in a telework arrangement. Employees must have demonstrated a solid work ethic with demonstrated results in their work. It is also important that the supervisor of the employee is comfortable with the telework arrangement.
- c) Most telework situations work best if the maximum number of days worked from the teleworksite is no more than three days per week. There is an issue of isolation if the arrangement is full-time, and there may be concerns from co-workers that there is not an equal distribution of work.
- d) Approval of senior management is required for all cases and the agreement should be put in writing outlining the details of the arrangement and the frequency of review.

4.02 Factors for Consideration Prior to Approval

- a) It must be operationally feasible for the work to be done from a teleworksite.
- b) The cost of the arrangement should not be higher than a traditional worksite, with costs spread over a period of time.
- c) The quality and quantity of work must be maintained or improved as a result of the telework arrangement.

4.03 Health and Safety Considerations

- a) The employee must be able to provide a teleworksite that meets health and safety standards, so that health and safety are not jeopardized. The seating arrangement should be reviewed to ensure that it is ergonomically sound. A visit by a Health and Safety Officer would be advised to ensure that standards are met.
- b) Ensuring that Workers Compensation coverage is maintained is a crucial consideration. If health and safety standards are maintained and the arrangement is approved by the employer, there will be coverage by Workers Compensation.

4.04 Liability Considerations

- a) Meetings with clients are not to occur at the teleworksite for liability reasons.
- b) The employee is to ensure that there is \$1,000,000 minimum liability insurance. The insurance company that the employee purchases insurance from should be advised of the telework arrangement and confirm that the coverage is adequate. The cost of the insurance would be the responsibility of the employee.

4.05 Telework Supplies, Equipment, and Furniture

- a) The employer would normally be responsible for providing a computer, required software, remote LAN node, desk or table and chair. Other furniture and equipment could be considered, if required. A laptop is worthy of consideration since it is portable and can be used in the teleworksite or the regular worksite.
- b) The employer would be responsible for the cost of telephone for business

purposes only. Normally, a second line would need to be installed for computer access; the employer would be responsible to cover this cost.

- c) While the telework arrangement is normally for no more than three days per week, the employee will require space at the regular worksite. This can usually be shared with others. The cost of maintaining two sites must be a factor in looking at the feasibility of the specific arrangement.
- d) The employee is responsible to provide a teleworksite at his/her cost. Associated costs such as heat, electricity, taxes, etc. are the responsibility of the employee. Employees are encouraged to contact Canada Customs and Revenue Agency to determine if they may deduct certain employment related expenses from their income. Employees may not claim any expenses that are paid by the employer. Revenue Canada has a guide "Employment Expenses" that may also be of assistance.

4.06 Travel

- a) Teleworking can reduce the amount of travel required by an employee, however, planning is required so that meetings in the regular worksite are scheduled for days that the employee is at that site. It is most economical if the employee works full days at the teleworksite.
- b) The employee is eligible for travel expenses as outlined in the Treasury Board Policy Manual. The employee is responsible for travel costs associated with getting to the regular workplace, including trips there on any regularly scheduled "home" work days.

4.07 Security and Confidentiality

- a) The employee is responsible to provide an acceptable work space which allows the work to be performed in an environment that does not breach confidentiality.
- b) The employee must ensure that minimum IT security standards are followed and is responsible to sign an "Acceptable Use Policy for Computer Systems" form.
- c) If the employee is taking a government computer outside the government workplace then a "Portable Computer Agreement" must be signed.

- d) When a personal computer is provided by the employee for telework, approved anti-virus software must be used. In some cases the Government may require that the hard drive be reformatted at the beginning and end of the agreement.
- e) A dedicated connection must be used.
- f) Meetings with clients are not to take place at the teleworksite.

4.08 Dependent Care Arrangements

Dependant care arrangements must be made by the employee so that the employee is not responsible to provide such care during working hours.

4.09 Responsibilities of the Employer

- a) To ensure that the above factors have been addressed prior to approving telework arrangements.
- b) To ensure that the teleworksite meets health and safety standards so that Workers Compensation coverage for the employee is maintained.
- c) To ensure that telework arrangements do not generate ongoing net additional costs.
- d) To maintain an inventory of all equipment, software, and furniture owned by the employer that is located in the teleworksite and to ensure that it is returned upon the completion of the arrangement.
- e) To ensure that a "Security Checklist for New Employees" has been completed when the employee is first hired.
- f) To ensure that an "Acceptable Use Policy for Computer Systems" form is completed before gaining access to the network.
- g) To ensure that a "Portable Computer Agreement" is signed before taking a portable computer away from the regular office setting.
- h) To ensure that the "Security Checklist for Terminating Employees" is completed before the employee leaves government.

- i) To ensure that any telework arrangements are formalized with a telework agreement signed by the employee, supervisor and deputy.

4.10 Responsibilities of the Employee

- a) To maintain costs of the teleworksite eg. insurance, electricity, heat, rent or mortgage.
- b) To provide dedicated office space for use during telework and to maintain this space in a clean, professional and safe condition.
- c) In consultation with Health and Safety officials, to ensure that the work space meets required safety standards and that furniture meets ergonomic standards.
- d) To allow visits of the teleworksite by senior departmental staff during normal working hours, upon reasonable notice.
- e) To ensure that the equipment and supplies provided by the employer are used only for business purposes.
- f) To take precautions necessary to secure and protect the property, documents and information related to the telework as per minimum IT security standards.
- g) To follow safe work habits and to inform the employer of any accidents that occur at the teleworksite.
- h) To adhere to all standard conditions and expectations of employees in the performance of their work.

4.11 Legislative and Other Related Authority

The Civil Service Act and Regulations, relevant Treasury Board Policies, and collective agreement apply to employees whether they telework or not.

SECTION 5

TERMS AND CONDITIONS OF EMPLOYMENT

5.06 IT SECURITY AND COMPUTER USE

AUTHORITY: TREASURY BOARD MINUTE # 714/90
MANAGEMENT BOARD MINUTE # 278/95
TREASURY BOARD MINUTE # 74/98

ADMINISTRATION: GOVERNMENT DEPARTMENTS / AGENCIES

Sub-Section 5.06 IT Security and Computer Use	Date 25 October 2002	Page 1 of 18
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1. PURPOSE

1.01 The purpose of this policy is to provide information on government's security policies and practices.

2. APPLICATION

2.01 This policy applies to all employees, anyone under contract to the government or anyone having access to the computer network(s).

3. POLICY

3.01 Computer Resources (including those transported and/or used outside the office) contain client and personal information whose confidentiality, integrity and availability must be preserved and protected at all times.

3.02 All employees who have been granted access to these resources must read and understand the IT Security Handbook and Acceptable Use Policy for Computer Systems (Attachment 4.01).

3.03 All employees must also sign the Acceptable Use Policy for Computer Systems at the time they receive access to these resources. This signed document is then given to the Human Resource Manager for their Department (or designate) and kept on file.

4. ATTACHMENT

4.01 Attachment - Information Technology Security Handbook and Acceptable Use Policy for Computer Systems.

*Information Technology
Security Handbook
and
Acceptable Use Policy
for Computer Systems*

January 2001

Attachment 4.01

Maintaining Trust and Confidence

Islanders entrust the Government of Prince Edward Island with their sensitive and private information and rely on us as employees to adequately safe-guard this information from unauthorized use. As employees, we must accept that security is an important responsibility as we conduct the day-to-day business of government. The measures contained in this handbook specify what protections should be taken to fulfil this trust.

This handbook summarizes the main provisions of the government's information security policies and practices. It contains the highlights only and should not be referenced as a substitute for detailed information contained in the formal policies, standards and applicable legislation. These reference documents are available on the government Intranet site at <http://iis.peigov/>. (Where the policy does not cover a specific situation, common sense should prevail).

Minimum IT security standards have been formulated by the IT Security Coordinators Council with input and feedback from Senior Management and approval of Treasury Board.

You should keep this document readily available during your employment with government. It has been developed for your convenience and you are encouraged to refer to it often. Responsible protection of private and confidential information is essential to maintaining the trust and confidence of Islanders we serve.

Bill Drost, ***Chief Information Officer***
Government of Prince Edward Island

Introduction

The security requirements in this handbook apply to all employees, anyone under contract to the government or anyone having access to the government-wide computer network(s). Although this handbook deals primarily with electronic records, similar safeguards should be in place for recorded information in other formats, including printouts of electronic information.

Some of the information applies specifically to managers and supervisors and is highlighted accordingly. If you have any questions regarding security procedures, endorsed procedures or you need clarification or interpretation of the contents of this handbook, please contact your manager/supervisor or your departmental Information Technology Security Coordinator.

Note to Managers/Supervisors

As a manager/supervisor, you need to be aware of the contents of this handbook in order to ensure your staff are aware of and are following these procedures. You are responsible for the security within your assigned area.

Information You Need to Safeguard

All government information and assets require good, basic care. There are, however, certain types of information and assets which are more sensitive or valuable and these require enhanced safeguarding. We must categorize information and services that have a confidentiality, integrity or an availability requirement and protect them accordingly.

Confidentiality

Confidentiality is the expectation of privacy of information. There are three levels of confidentiality: none, normal and high. The no (none) confidentiality requirement is for information that is considered public knowledge, and as such, would not cause any embarrassment to government or any individual should the information be released.

The normal confidentiality requirement is for information that could cause embarrassment to government or any individual should the information be released.

The high confidentiality requirement is for information that could likely cause significant financial or social hardship or embarrassment to government or to an individual should the information be released.

Integrity

Integrity is the correctness of the information once it is entered into the computer system; that is to say, the data or information has not been altered, except by an authorized individual. Integrity also has three levels: none, normal and high. No integrity requirement would mean that there would be no impact if the data were incorrect.

Normal integrity requirement would mean that the information should be correct and accurate, but the impact of it being incorrect would have minor consequences.

High integrity requirement would mean that the information must be correct and accurate, or there could be significant financial or other serious implications.

Availability

Availability is the maximum acceptable downtime for computer systems that

the organization or government can accept while still maintaining its objectives and deliverables. More than seven days availability means that the computerized information or services could be unavailable for at least a week, with no serious impact to the organizational or governmental deliverables.

Between one and seven days availability means that the computerized information or services must be available within this time frame.

Less than one day availability means that the computer information or service is critical to the programs being delivered by the organization and government.

Information Classifications

All sensitive government information and systems must be **protected** or guarded from unauthorized access, disclosure, removal, modification and/or interruption. **After information has been categorized, it must be classified depending on its sensitivity.**

Three classifications determine the level of sensitivity of information and assets within the government.

Open or Public Information and Assets

With **open or public** information and assets, the disclosure or loss would not be an invasion of privacy, or cause hardship or monetary loss to our citizens or ourselves, e.g. general policies and procedures and legislation.

Protected Information

With **protected** information or assets, the disclosure or loss would be expected to be an invasion of privacy, or cause hardship or monetary loss, or could be detrimental to relations between governments, i.e. information that needs to be accurate and correct, such as payroll or accounting data; information or systems that are essential to the government such as health information or computer systems. In general, information about individuals which is not widely available should be **protected** whether or not such information would be embarrassing to that person.

Particularly Sensitive Information

With **particularly sensitive** information, the disclosure would be expected to be a major invasion of privacy; cause serious harm to either citizens, corporations or employees; or could be detrimental to relations between governments, e.g. highly sensitive data such as client health records, investigative reports of law violations, and pre-release budget information. This information requires special handling and security procedures to adequately protect it.

In the absence of legislation, it is difficult to define information which falls within the **protected** or **particularly sensitive** categories. However, the following classes of information should be adequately **protected**:

< information which, if disclosed, could be harmful to business interests; an unreasonable invasion of personal privacy; harmful to law enforcement; harmful to economic and other interests of a public body; or harmful to intergovernmental relations; and

< pre-decisional advice and recommendations involving staff and members of Executive Council or confidences of a public body.

Note to Managers/Supervisors_____

As a manager/supervisor, you are responsible for ensuring that information authored in your area of operations is properly categorized; that all employees are aware of the correct classification in your area; and that all employees are aware of the correct classification of information used in your area but authored elsewhere.

Access to Information

You are entitled to have access to all information and assets needed to perform your assigned work. Access to information and assets is not permitted to satisfy your personal interests. You must always be alert and not reveal information to your co-workers or others unless they specifically require it for their own assigned tasks. Beware of any attempt by non-authorized personnel to gain access to sensitive information, and report to your manager/supervisor all such attempts.

Mailing of Information and Assets

Open or public information and assets can be sent internally and externally in any manner appropriate, i.e. no special security procedures are necessary.

Protected information and assets (except cash and negotiables) may be mailed within government by using a reusable (economy) envelope, or externally by using a properly addressed, single gum-sealed envelope.

Particularly sensitive information is not normally mailed outside of government. However, it may be mailed within the government by using a single gum-sealed envelope properly addressed and labelled *To be opened by addressee only*. A return address is required. Externally, particularly sensitive information may only be sent by courier or registered mail with proof-of-mailing. A record of delivery is required.

Electronic Mail

The government approved e-mail system transmits all its internal messages and attachments in an encrypted form, i.e. if you are sending a message or document to someone else within the government, the message or document will be protected within the system. Therefore, it is permissible to send any category of information via the e-mail system within government.

Messages going to someone outside of the provincial government will be decrypted and sent without protection when it leaves the control of the government approved e-mail system. Therefore, messages and documents being sent to outsiders should not contain sensitive information unless alternate forms of encryption can be applied.

Here are some general rules to follow regarding the use of e-mail:

< The Internet should not be used for any level of sensitive information, unless it is encrypted as noted above. Exercise caution.

< Keep attachment size to less than the current government standard. Use FTP to exchange files greater than the government standard size. (Contact your system administrator for information on FTP.)

< Don't carbon copy mail unnecessarily.

< External e-mail accounts provided free by Internet search sites and engines, e.g. Hotmail, Infoseek mail, Yahoo mail, Hotbot mail, must not be used to exchange government information.

< E-mail is to be used in direct support of authorized projects and activities.

< Never abuse the e-mail system by changing the sender's name.

< Never abuse the system by sending offensive e-mail.

< Never abuse the e-mail system by sending mail to everyone in the Post Office unless authorized to do so by your deputy.

Storing Information and Assets

Open or public information and assets are to be stored in an appropriate manner.

Protected information must be secured in a locked cabinet or storage container when not being accessed or used or when you will be away from your desk for an extended period of time. Information and assets must be **protected** from individuals who do not share your need to access in order to perform their assigned tasks.

Particularly sensitive information, when not being used, is to be stored in a locked filing cabinet.

Disposing of Information and Assets

All information created by or supplied to government must be regarded as government records. As such, you are bound by the provisions of the *Archives Act* regarding disposal of information. No recorded information should be disposed of except in accordance with the procedures outlined in the *Archives Act*.

Information, including **open** or **public** information and assets, must be destroyed in the manner outlined in the *Recorded Information Management Policy* which can be located at the provincial government Intranet site at <http://iis.peigov/>. For information you should contact your department's Records Management Liaison Officer.

Due to the potential embarrassment it might create if it were improperly disposed of, **protected** and **particularly sensitive** information is to be destroyed. Computer storage media, e.g. floppy disks, CDs, and video and audio tapes are to be disposed of as outlined in the "Procedures for the Disposal of Government Information on Computer Media".

Note to Managers/Supervisors

As a manager/supervisor, you must ensure that your staff know about the proper procedures for disposal of recorded information and assets.

Computer Use and Access

Information technology systems include all types of computer systems, such as the mainframe, servers, workstations, personal computers, laptop/notebook systems, handhelds and PDAs (Personal Digital Assistants).

The use of these systems and the software and information they contain is granted on a need-to-know basis only. All systems with access to sensitive information and assets will require you to identify yourself by a user ID, and to confirm your identity with a password. You are responsible and accountable for all activities performed under your user ID and accesses made to computer systems may be recorded and monitored.

Therefore, you should follow these security guidelines:

Passwords

All users are to be uniquely identified by user ID and verified by password before being granted access to any sensitive information stored or processed on departmental computer systems.

Passwords are to be selected by the user, must contain at least one special character, and should be difficult to guess. Family names, dates, telephone numbers, or words found in dictionaries should not be used as passwords.

Passwords must be a minimum of five characters in length.

Passwords should be memorized (not written down) and not shared.

Network accounts are to be locked after five login attempts and may only be re-activated by an authorized person.

Passwords are to be changed at least every 90 days. Passwords should be changes immediately if compromise is suspected.

Computer Use

When leaving your computer you should log out, lock your workstation or use a password **protected** screen saver to prevent others from accessing information under your user ID. Screen savers with passwords are required to deactivate the display of a session after five minutes of inactivity unless exceptions are approved in writing by the Information Technology Security Coordinator for that department or area. It is good practice to sign off if you plan to be away from your workstation for more than two hours.

You should position your computer screen in such a way as to minimize the possibility of others reading the information shown there.

Data Files

Removable media such as tapes, disks and CDS containing software and government information are to be stored in a locked cabinet or drawer when not being used.

Do not store sensitive information on your hard drive or removable media unless it is encrypted by approved software.

Remote access to or from computer systems storing or processing sensitive government information will only be permitted if it is in accordance with endorsed guidelines.

If you must store information on your workstation, you are responsible for making backup copies at regular intervals, and storing them in a secure place, off-site if necessary. You should be using LAN systems to store essential information, as they are backed up daily.

Note to Managers/Supervisors_____

As a manager/supervisor, you should ensure that your staff know the proper procedures for creating and using passwords, storing sensitive information and remotely accessing systems. You must ensure that staff know how to virus scan, store essential information on LAN systems and backup information on their workstation.

Software

Removal of or alterations to computer hardware or components and changing computer system configurations is not permitted unless approved by the IT Security Coordinator or designate.

Software used on government computer systems must comply with all copyrights and vendor agreements on use and distribution. Computer software installed on computer systems must be approved by the IT Security Coordinator or designate as non-approved software cannot be supported if problems occur, and can have a negative effect on the performance and security of all computer systems.

Virus Protection

Computer viruses can infect and destroy valuable information. Your daily work may be lost or corrupted if your workstation is infected, and everyone's daily work may be affected if the LAN system becomes infected. Therefore, you should scan all data, programs and disks from any outside sources, as well as new or rented equipment, before use. Endorsed computer virus protection software must be active on all computer systems.

Note to Managers/Supervisors

As a manager/supervisor, you must ensure that computer hardware alterations and configurations are handled by IT staff; that sufficient copies of required software licences are available at the work site; that copyright agreements are respected; that unauthorized software is not installed on departmental systems and that staff know how to virus scan.

Modems

Modems must not be connected to your computer system unless approved by your IT Security Coordinator. Exceptions may be granted for dial-out access only under the following conditions:

- < the dial-out access is required to conduct government business;
- < the service required cannot be provided in any other way;
- < the modem must have auto-answer disabled;
- < external modems must be powered off when not in use; and
- < internal modems must be disconnected from the phone line when not in use.

Refer to *Endorsed Procedures for Remote Access*.

Note to Managers/Supervisors

As a manager/supervisor, you must ensure that no modems are connected to networked computers unless approved by IT Security Coordinator or designate.

Facsimile Machines

Facsimile machines should not be used to transmit **particularly sensitive** or **protected** information. For open or public information, care must be exercised that the number dialled is the correct number as the transmission will proceed, even if it is not the intended destination.

Protecting Information and Assets Outside the Office

Open or **public information** requires no special handling procedures or authorizations when taken outside the office.

Protected information and assets may be taken outside the office provided you have proper authorization. You must take care to ensure that such information or assets are not exposed to viewing by unauthorized individuals and that sensitive conversations are not overheard by others. Such information and assets should be contained in an appropriate briefcase or container with an identification tag indicating the return address or telephone number. If you use an automobile, the briefcase or container should be placed in the trunk or at least out of sight if you leave the locked automobile unattended.

If **protected** information is in electronic format, e.g. on a laptop computer, it must be encrypted and all users must adhere to Portable Computer Endorsed Procedures. **Protected** information and assets may be left in rental accommodation or kept at an employee's residence provided they are returned to the locked briefcase or container and placed out of sight.

Particularly sensitive information should not normally be taken outside government offices. If such information must be removed from the office, approval must be obtained from a manager or supervisor. The information must be locked in a cabinet or significant sized container when not being worked upon.

If a computer (laptop, notebook or desktop) is moved offsite, then Portable Computer Endorsed Procedures must be followed.

Note to Managers/Supervisors

As a manager/supervisor, you should ensure your employees are aware of security precautions when taking sensitive information or assets outside the workplace.

Security Incidents

A security incident is any occurrence which did or could compromise the security of government information, systems or employees. It includes the unauthorized access or attempts to access sensitive government information or assets, theft of assets, or contraventions of the security policies and rules. All such incidents should be reported to your supervisor/manager, and to the IT Security Coordinator or designate for your area if it involves computer systems.

Good business practices dictate that the department apply sanctions when a security violation occurs as a result of negligence or misconduct by an employee. Such circumstances could therefore lead to administrative, disciplinary or statutory actions. For more information, contact your supervisor/manager.

Note to Managers/Supervisors

As a Manager/Supervisor, you should investigate every reported security incident, and implement corrective action as needed. You are also responsible to report incidents to your IT Security Coordinator or designate if they involve computer systems.

Business Resumption Planning

Business Resumption Planning is a program designed to prepare managers to resume the provision of essential services, programs and operations after they have been disrupted for any reason. A contingency plan to restore computer services should be included in the business resumption plan.

Note to Managers/Supervisors

As a manager/supervisor, you should ensure that business resumption plans for areas under your authority which are involved in essential services, programs and activities, are developed, implemented and kept up-to-date for use in the event of a disruption.

IT Security Coordinators' Council

Security and Privacy Officer

Provincial Treasury Garth Matthews

Committee Members

Agriculture and Forestry Catherine Millar

Auditor General's Office Vaughn Smith

Community and Cultural Affairs Murray Brownell

Development and Technology Charlotte Gorrill

Education Linda Trenton

Fisheries, Aquaculture and Environment Gordon Jenkins

Health and Social Services Faye Campbell

Office of the Attorney General Murray Brownell

PEI Business Development Mark MacBeth

Provincial Treasury Keith Larter

Provincial Treasury (Taxation) Sherry McCourt

Public Service Commission Janet McGarry

Tourism Trevor Waugh

Transportation and Public Works Dawn Lund

Transportation and Public Works Rose Gallant

Information on policies or endorsed procedures may be obtained from your supervisor, departmental IT Security Coordinator or from the Information Security section on the PEI Government Intranet site at: <http://iis.peigov/>

References

Organization and Responsibilities (Treasury Board Policy and Procedures 16:01)

Planning and Management of Information Technology (Treasury Board Policy and Procedures 16:02)

Minimum IT Security Standards (Treasury Board Policy and Procedures 16:02 - III)

Acceptable Use Policy for Computer Systems

Endorsed Procedures for Disposal or Transfer

Endorsed Procedures for Remote Access

Endorsed Procedures for Virus Protection

Endorsed procedures for Encryption

Firewall Rule Change Procedure

Portable Computer Endorsed Procedures

Information Technology Security Handbook

Definitions:

Electronic Data means data that is stored and readable in electronic form without regard to the hardware or software used to produce the data, excluding computer software.

Computer Software is defined as written programs, procedures or rules and associated documentation pertaining to the operation of a computer system, which includes packaged software, down loadable executables, screen savers, macros, freeware, and shareware.

Computer Hardware is defined as Workstations, Personal Computers, Network Computers, Laptops, Notebooks, Servers, Handhelds and any other peripherals.

Computer Systems is a combination of Computer Software and Computer Hardware. *Computer Resources* are defined as the Computer Systems and all electronic data. The following is the Government of Prince Edward Island's *Acceptable Use*

Policy for Computer Systems. All computer users are required to sign this document to acknowledge that they have read and understand this policy. Once signed it is to be given to your Human Resource Manager or designate.
Government of Prince Edward Island
Acceptable Use Policy for Computer Systems

Policy:

Computer Resources (including those transported and/or used outside the office) contain client and personal information whose confidentiality, integrity and availability must be preserved and protected at all times. You have been granted access to these resources with the understanding that you will observe the following:

1. Computer Resources will be used only in direct support of authorized projects and activities.
2. You are responsible and accountable for the use of your user ID, passwords and access control items in your possession for the computer systems. They are not to be shared with anyone without the approval of your IT Security Coordinator or designate.
3. Removal of, or alterations to, computer hardware or components must be approved by the IT Security Coordinator or designate.

4. Computer software installed on computer systems must be approved by the IT Security Coordinator or designate.
5. Changing computer systems configuration is not permitted unless approved by the IT Security Coordinator or designate.
6. Copyright provisions of computer software must be adhered to - no unauthorized copying.
7. Electronic data received from external sources, including the Internet, must be scanned for computer viruses before being executed or stored on computer systems.
8. Computer systems are not to be used for any activity which will cause embarrassment to you or the government and must not be used to access or promote pornography, racism, hatred or any illegal activities.
9. Electronic data must be stored on the file server where possible. If electronic data is not stored on the file server, it is your responsibility to prepare and maintain backup copies.
10. Any breach of this policy is to be reported immediately to your supervisor and the IT Security Coordinator or designate.
11. You will be held personally responsible for a violation of this policy, which can lead to loss of access privilege, or disciplinary actions up to and including dismissal.
12. Use of computer systems can and will be monitored periodically for compliance with this policy.

I have **read** and **understand** the *Information Technology Security Handbook* and *The Acceptable Use Policy for Computer Systems*.

Date: _____ Name of User: _____

User's Signature: _____

Witness: _____

SECTION 6

CLASSIFICATION AND EMPLOYEE RELATIONS

6.01 CLASSIFICATION

AUTHORITY: CIVIL SERVICE ACT AND REGULATIONS

ADMINISTRATION: P.E.I. PUBLIC SERVICE COMMISSION

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1. PURPOSE

1.01 The purpose of this section is to outline the policies and procedures regarding the classification of positions.

2. APPLICATION

2.01 The classification process applies to all temporary, relief, and classified civil service positions.

3. POLICY

3.01 Creation and Classification of New Positions

When a department wishes to have a new position created, a position questionnaire (Attachment 4.01) is normally completed by the supervisor. The form is reviewed by the human resources manager and signed by the Deputy Head. It is then forwarded with a covering letter to the Commission outlining the reasons for requesting the position.

The Classification Division of the Commission reviews the position questionnaire following the review process and assigns a classification level to the position.

Once a classification level has been established, the Commission forwards the request to Treasury Board on behalf of the department with a recommendation on the establishment of the position. The final decision on the establishment of the position rests with Treasury Board.

3.02 Classification Review Process

A classification review of a position can be requested by an employer, a permanent employee, or other eligible employee as designated by the Commission. It is important to note that it is the work of the position that is classified and not the incumbent.

The employee completes the position questionnaire. The questionnaire is reviewed by the supervisor, human resources manager, and Deputy Minister prior to it being sent to the Commission. In certifying the questionnaire, the supervisor, human resources manager, and Deputy Minister are concurring that the information is accurate and complete.

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Attached is a guide (Attachment 4.02) to be used when completing the position questionnaire.

Upon receipt of the position questionnaire, the Commission will forward an acknowledgement letter to the employee. The date the position questionnaire is received by the Commission is the effective date of the review. The classification consultant assigned to the classification review will review the documentation on file, will review comparable positions, and may communicate with the employee and the department to get a true sense of the position and its place in the organization. The focus of the review will be to identify changes that have occurred in the position that may affect the classification ratings. The facts gathered will allow the consultant to evaluate the position using the Willis Job Evaluation System.

In the case of a classified position, once the review has been completed, a preliminary decision is forwarded to the department. If the Employer concurs with the recommendation, he or she is agreeing with the classification decision. Upon receipt of this departmental concurrence, the Public Service Commission notifies the employee of the decision by mail. The letter to the employee includes the classification decision, step, salary range, and effective date. It also provides information on the appeal process.

If the position is reclassified to a higher level and the employee in the position is qualified and satisfactorily performs the duties of the position, the employee may be promoted effective the date the review was sent to the Commission. If the department feels that the employee has been performing the duties prior to the effective date, the employer may request an earlier effective date. It shall not be more than 60 working days retroactive to the date the request was submitted to the Commission as outlined in the *Civil Service Act* Regulations.

It should be noted that a position may be reviewed and the position classification may be lowered as a result of changes in the duties and responsibilities. Procedures for red circling are outlined in the *Civil Service Act* Regulations, Part V.

A similar review process is used for the classification review of a temporary position; however, a memorandum is forwarded to the

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department with the decision of the classification review rather than a preliminary decision form.

3.03 Classification Appeal Process

The Classification Appeal Committee hears appeals on behalf of employees or employers when they do not agree with the decision of the Commission.

Under the *Civil Service Act* Regulations section 17 the process for the appeal is as follows:

*17(1) An employer, a permanent employee or such other eligible employee as may be determined by the Commission may appeal the decision of the Commission with respect to classification of a position to the Classification Appeal Committee **within fifteen working days of receipt of the decision.***

Before filing an appeal, the employee must review the classification decision with the classification consultant from the Public Service Commission who was assigned the review.

If a decision is made to file an appeal, it must be made in writing to the Chairperson of the Appeal Committee specifying the reasons for the appeal and a copy is to be forwarded to the Public Service Commission (keeping in mind the time frame of fifteen working days after receipt of the decision).

The Committee shall review the appeal and may hold a hearing. The Committee shall communicate its decision in writing, giving reasons to the parties within thirty working days of reviewing the appeal.

The Committee may

- (a) allow the appeal by revoking the decision of the Commission and direct that the Commission re-evaluate the position and correct any errors or omissions or take other appropriate action; or
- (b) dismiss the appeal.

The Committee shall not deal with an appeal on any position which has been considered by it within the previous twelve months unless the appellant can demonstrate in writing that there has been a substantial change in the duties and responsibilities of the position since the position

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was last reviewed by the Committee.

**For further information on the classification review process refer to the *Civil Service Act* and Regulations or contact the Public Service Commission, Classification Division at 368-4080. The position questionnaire can be downloaded to Wordperfect from the following site:
<http://iis.peigov/gov't/psc/cop/classofposition.html>**

4. ATTACHMENTS

- 4.01 Attachment - Position Questionnaire
- 4.02 Attachment - Position Questionnaire Guide

Attachment 4.01 Position Questionnaire

POSITION QUESTIONNAIRE	
1. DEPARTMENT:	2. POSITION NUMBER:
3. BRANCH/DIVISION:	4. POSITION (WORKING) TITLE:
5. WORK UNIT:	6. CLASSIFICATION TITLE:
7. WORK LOCATION:	8. INCUMBENT:
9. PURPOSE: In one or two sentences state the main purpose of your job. Indicate what you are required to do and the end result, or contribution expected. (NOTE: It is often easier to complete this section AFTER describing the main duties and responsibilities.)	
The information you provide in this Questionnaire will be used to evaluate and classify this position. Suggestions to consider in completing the Questionnaire are provided on the last page.	
10. EMPLOYEE'S CERTIFICATION: DATE: _____ SIGNATURE: _____ _____	
HUMAN RESOURCE MANAGER'S CERTIFICATION: DATE: _____ SIGNATURE: _____ _____	
11. SUPERVISOR'S CERTIFICATION: NAME: _____ POSITION TITLE: _____ SIGNATURE: _____ DATE: _____	12. DEPUTY HEAD'S CERTIFICATION: NAME: _____ POSITION TITLE: _____ SIGNATURE: _____ DATE: _____

RETURN COMPLETED FORMS TO:

PEI PUBLIC SERVICE COMMISSION
BOX 2000, CHARLOTTETOWN, PEI C1A 7N8

13. DUTIES:

Describe the duties or activities that you do. List them in order of importance. If there are procedures or steps used in performing each activity, describe the steps. In the description of your activities be sure to include the end results expected (why the actions are taken). Estimate the percent of your total time spent on each duty. **Please number each duty and indicate % of time.**

DUTY #1

% of Time

14. SUPERVISION:

If you are required to supervise, please list the employees and their position titles below. Note that Supervision includes responsibility for training employees, for scheduling and assigning their work, and for evaluating employee performance.

#1 Title:

Incumbent:

#2 Title:

Incumbent:

#3 Title:

Incumbent:

#4 Title:

Incumbent:

#5 Title:

Incumbent:

#6 Title:

Incumbent:

15. GUIDANCE:

If you are required to provide functional guidance to other people, please describe the circumstances below. Guidance includes coordinating the work of such people as volunteers, contractors, and members of project teams or committees. This is not intended to include such duties as responding to information requests from the public or providing instruction or assistance to clients or patients.

Who do you guide?

What kind of guidance do you provide?

How often?

16. BASIC REQUIREMENTS:

Please indicate the formal education and experience requirements for this position. List skills, abilities, specific knowledge, language needs (ie French spoken/written), and any licenses or registration requirements.

17. EQUIPMENT/INSTRUMENTS USED:

Identify the specialized equipment or instruments used in your job and the frequency with which they are used.

18. RESOURCE CONTROL:

List, with dollar values where applicable, the resources controlled and/or affected. This could include staff, budgets, equipment, facilities, supplies, etc.

19. MENTAL CHALLENGES:

What are the most mentally challenging parts of your job? What is it about your work that really makes you think? (Be specific and give one or more examples.)

20. DECISIONS:

Give specific examples of the most important decisions or recommendations you make.

21. PRINCIPAL CONTACTS:
Excluding your supervisor and any employees you supervise, give typical examples of your key personal contacts and the purpose of each.

Contact	Purpose	Frequency
#1		
#2		
#3		
#4		
#5		

22. ADVERSE WORKING CONDITIONS: Describe any unusual factors encountered in your work. % of Time

- a) Requirement for extended concentration:

- b) Requirement for lifting (indicate average weight):

- c) Working positions (sitting, standing, bending, driving, walking, etc.):

- d) Environmental factors (heat, cold, odour, noise, weather, etc.):

- e) Mental or emotional stress:

- f) Hazards:

- g) Other:

- h) What unusual working periods or work schedules are required in your job?

23. SIGNIFICANT CHANGES IN JOB DUTIES:
Identify the duties which have been added to, or deleted from, this position. How does this description of duties differ from the description which was previously classified?

Suggestions to consider in completing the Questionnaire:

- Before you begin, read through the entire questionnaire carefully. This will help you to organize your thinking about your job.
- Tell the facts about what you actually do and give specific examples to make it clear. Describe your job so that a person unfamiliar with it will be able to understand what you do.
- You may need more space than is provided. If so, add your own pages and insert them in the Questionnaire. Identify the question number to which the pages refer.
- Answer all the questions that you can. Then, if you need help, feel free to discuss your answers with your manager and/or co-worker(s) or call Classification at 894-0274/368-4306.

Attachment 4.02 - Position Questionnaire

***POSITION QUESTIONNAIRE
GUIDE***

***Sections 1 to 8 make up the identifying information needed to locate the position in the organization.
Complete each section as indicated.***

1. DEPARTMENT:	2. POSITION NUMBER:
3. BRANCH/DIVISION:	4. POSITION (WORKING) TITLE:
5. WORK UNIT:	6. CLASSIFICATION TITLE:
7. WORK LOCATION:	8. INCUMBENT:

9. PURPOSE:

In one or two sentences state the main purpose of your job. Indicate what you are required to do and the end result, or contribution expected. (NOTE: It is often easier to complete this section AFTER describing the main duties and responsibilities.)

This should be a one-paragraph statement summarizing the duties and defining the over-all role of the position. For example: "The purpose of this position is to provide nutrition education and counselling to diabetics and their families and to provide advice to other health care professionals on the nutritional needs of people with diabetes."

The information you provide in this Questionnaire will be used to evaluate and classify this position. Suggestions to consider in completing the Questionnaire are provided on page 6.

Sections 10, 11, and 12 are used to ensure that the employee, supervisor, and deputy head have agreed that the description is accurate and complete.

10. EMPLOYEE'S CERTIFICATION:

DATE: _____ SIGNATURE: _____

HUMAN RESOURCE MANAGER'S CERTIFICATION:

DATE: _____ SIGNATURE: _____

11. SUPERVISOR'S CERTIFICATION:

NAME: _____

POSITION TITLE: _____

SIGNATURE: _____

DATE: _____

12. DEPUTY HEAD'S CERTIFICATION:

NAME: _____

POSITION TITLE: _____

SIGNATURE: _____

DATE: _____

RETURN COMPLETED FORMS TO: PEI PUBLIC SERVICE COMMISSION
 BOX 2000, CHARLOTTETOWN, PEI C1A 7N8
 TELEPHONE: 894-0274/368-4306 FAX: 368-4383

13. DUTIES:

Describe the duties or activities that you do. List them in order of importance. If there are procedures or steps used in performing each activity, describe the steps. In the description of your activities be sure to include the end results expected (why the actions are taken). Estimate the percent of your total time spent on each duty.

This section is the most critical in any job questionnaire. This is where the actual work is described. The following steps may help in ensuring that the work is described accurately and completely.

The Big Picture:

Spend a little time thinking about the job. Among other things, ask: What is the purpose of the job? What is supposed to be accomplished? What are its main thrusts? Where does the job fit in the organization's work? What outputs or results must be accomplished?

The Task List:

Write, in no particular order, all the tasks performed on a daily, weekly, and yearly basis. These are the task statements. They should be complete and specific. Include the work that is done - not how to do it or how well it is done. Unless the answer is evident, the task statement should answer such questions as: What work is done? To what is the work done? By when is the work done (deadlines)? How often is the work done? For whom is the work done? Where is the work done? What materials, procedures or equipment are used? What is produced?

The Verbs:

Check each task statement to ensure it has been said in a clear and precise manner. If not, change the words to state the true meaning. For example, change "prepares reports" to "writes reports" and change "assists in budget preparation" to "forecasts salary costs for inclusion in the budget".

Continued...

The Duties:

Group the task statements into responsibility areas. For example, group together all the supervisory duties, all the planning duties, all the reporting duties. Typically, a job will have between five and eight groups, but there may be as few as three. Each responsibility area can be described by answering three questions:

What Describe what is done in clear and precise language. For example: “purchases office supplies”.

Why Unless the “Why” is obvious, state what outcome is expected. For example: “purchases office supplies to meet the needs of the XYZ Unit within established budgetary constraints”.

How Include enough of the Task Statements (from the Task List) to illustrate the complexity of the work. For example: “Purchases office supplies to meet the needs of the XYZ Unit within established budgetary constraints. This involves setting up an inventory of supplies and monitoring usage using a LOTUS123 spreadsheet; calling suppliers for quotes on specific items; obtaining Supervisor’s approval for purchases over \$500;”

Each responsibility statement (duty) should now describe one functional element of the job. Together, they illustrate the type, purpose, and scope of work assigned to the position.

To finalize the Duties Section, combine miscellaneous duties in a final “catch-all” duty. For example: “Performs other duties such as: occasionally acting as Receptionist for the office; taking, transcribing, and circulating minutes of office meetings,”. Then list the Duties in order of importance and indicate the percentage of time spent on each.

The Final Edit:

The completed questionnaire should be reviewed to ensure that:

- A. unusual terminology, technical terms, or jargon are adequately explained;**
- B. the description is as concise and factual as possible;**
- C. qualifying adjectives such as “difficult” or “major” are supported by specific examples;**
- D. the job is described clearly and completely enough to be understood by a person unfamiliar with the work.**

14. SUPERVISION:

If you are required to supervise, please list the employees and their position titles below. Note that Supervision includes responsibility for training employees, for scheduling and assigning their work, and for evaluating employee performance.

This section, along with #15 Guidance, shows the impact of this job on the work of other people. List all the employees for whom supervisory responsibility is assigned. Casual and part-time employees should also be listed.

- #1 Title: _____ Incumbent:

- #2 Title: _____ Incumbent:

- #3 Title: _____ Incumbent:

- #4 Title: _____ Incumbent:

- #5 Title: _____ Incumbent:

- #6 Title: _____ Incumbent:

- #7 Title: _____ Incumbent:

15. GUIDANCE:

If you are required to provide functional guidance to other people, please describe the circumstances below. Guidance includes coordinating the work of such people as volunteers, contractors, and members of project teams or committees. This is not intended to include such duties as responding to information requests from the public or providing instruction or assistance to clients or patients.

Whether or not full supervision is a requirement of the job, the employee may be required to exercise leadership skills. Identify here any requirement to assign and monitor the work of others (including volunteers and co-workers).

Who do you guide?

What kind of guidance do you provide?

How often?

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

16. BASIC REQUIREMENTS:

Identify the required skills and knowledge applied in your job, including any requirement to provide services in both official languages, and list any licenses or registrations required.

Identify here how the knowledge to do the job is NORMALLY obtained. The combination of education, training, and experience described here should be reflected in the duties. For example, if a Basic Requirement is listed as "ability to type at 40wpm", then one of the duties must show why that ability is necessary.

17. EQUIPMENT/INSTRUMENTS USED:

Identify the specialized equipment or instruments used in your job and the frequency with which they are used.

In the same way that abilities must be reflected in the duty statements, any requirement to operate equipment or instruments should relate to the duties. For example, if the use of LOTUS and WordPerfect software is listed here, one or more of the duties should show how the software is used in the job.

18. RESOURCE CONTROL:

List, with dollar values where applicable, the resources controlled and/or affected. This could include staff, budgets, equipment, facilities, supplies, etc.

This section is used to gather information about the accountability for program resources. Besides listing responsibility for staff or budgets, include the value of equipment, instruments, or supplies for which responsibility is assigned.

19. MENTAL CHALLENGES:

What are the most mentally challenging parts of your job? What is it about your work that really makes you think? (Be specific and give one or more examples.)

This is an opportunity to elaborate on areas of the job that require "thinking". Situations that require creative or innovative responses; actions based on accumulated experience and intuition; and procedures with a number of inter-related steps would be appropriate here. For example in a Receptionist position: "Callers have to be questioned about the nature of their business to determine how best to direct them".

20. DECISIONS:

Give specific examples of the most important decisions or recommendations you make.

This section should describe the responsibility and freedom to make material recommendations or decisions. It is important to show, using examples, the kind of decisions (or recommendations) and the impact that these choices have on the work of the organization. For example: "I decide whether to repair or replace equipment, taking into consideration its age, book value, and repair costs".

21. PRINCIPAL CONTACTS:

Excluding your supervisor and any employees you supervise, give typical examples of your key personal contacts and the purpose of each.

List here, with the person or office contacted, the results expected of that contact. For example, is the contact for the purpose giving and receiving messages, answering questions where detailed explanations are required, motivating someone other than employees, making public presentations, etc., etc.?

Contact	Purpose	Frequency
#1 _____	_____	_____
#2 _____	_____	_____
#3 _____	_____	_____
#4 _____	_____	_____
#5 _____	_____	_____

22. ADVERSE WORKING CONDITIONS:

Describe any unusual factors encountered in your work.

% of Time

a) Requirement for extended concentration:

b) Requirement for lifting (indicate average weight):	
c) Working positions (sitting, standing, bending, driving, walking, etc.):	
d) Environmental factors (heat, cold, odour, noise, weather, etc.):	
e) Mental or emotional stress:	
f) Hazards:	
g) Other:	
h) What unusual working periods or work schedules are required in your job?	
23. SIGNIFICANT CHANGES IN JOB DUTIES: Identify the duties which have been added to, or deleted from, this position. How does this description of duties differ from the description which was previously classified?	

Suggestions to consider in completing the Questionnaire:

- Before you begin, read through the entire questionnaire carefully. This will help you to organize your thinking about your job.
- Tell the facts about what you actually do and give specific examples to make it clear. Describe your job so that a person unfamiliar with it will be able to understand what you do.
- You may need more space than is provided. If so, add your own pages and insert them in the Questionnaire. Identify the question number to which the pages refer.
- Answer all the questions that you can. Then, if you need help, feel free to discuss your answers with your manager and/or co-worker(s) or call the Staffing & Classification Board at 368-4194.

Your cooperation and timely response are gratefully acknowledged.

SECTION 6

CLASSIFICATION AND EMPLOYEE RELATIONS

6.02 ABOLISHMENT OF POSITIONS

AUTHORITY: CIVIL SERVICE ACT
THE COLLECTIVE AGREEMENT BETWEEN THE UNION
OF PUBLIC SECTOR EMPLOYEES AND THE PROVINCE
OF PRINCE EDWARD ISLAND

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
TREASURY BOARD

Sub-Section 6:02 Abolishment of Positions	Date 22 May 2002	Page 1 of 1
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1. PURPOSE

1.01 The purpose of this section is to outline the policies and procedures for having positions abolished from the establishment of the Employer.

2. POLICY

2.01 Positions which are no longer required are to be abolished.

Treasury Board policy is to abolish all positions which have been vacant for three months and for which the Commission has not received a request to fill.

3. PROCESS

3.01 Where a decision is made to abolish a position that is occupied, the lay-off procedures outlined in [Article 36](#) of the Collective Agreement shall apply.

In these circumstances, the human resources manager must be involved and advice should be obtained from the Labour Relations Division of the Public Service Commission.

When a position is no longer required, the Employer submits a request to the Commission specifying the classification, position title, and position number, along with the reason for having the position abolished. The request should be signed by the Minister of the Department.

The Commission forwards the request to Treasury Board.

When Treasury Board abolishes a position, the Commission removes it from the establishment listing of the Department/Agency.

SECTION 6

CLASSIFICATION AND EMPLOYEE RELATIONS

6.03 LONG TERM SERVICE RECOGNITION AWARDS

AUTHORITY: EXECUTIVE COUNCIL DECISION 0264/85

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION

Sub -Section 6.03 Long Term Service Recognition Awards	Date 29 November 2001	Page 1 of 1
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1. PURPOSE

1.01 The purpose of this policy is to provide information on the Long Term Service Recognition Award Program.

2. APPLICATION

2.01 This applies to employees of the civil service of the Province of Prince Edward Island and employees of Island Regulatory and Appeals Commission, P.E.I. Business Development Inc., P.E.I. Lending Agency and Workers Compensation Board who have 20, 25, 30 or 35 years of continuous service.

3. POLICY

3.01 The award consisting of a lapel pin and a certificate will be granted to eligible employees who have completed 20, 25, 30 or 35 years of continuous service.

3.02 Employees do not have to apply for the award. The P.E.I. Public Service Commission initiates the process with departments to confirm eligibility of employees and will arrange for appropriate presentation ceremonies to be observed.

3.03 The twenty year service award ceremony is hosted by the Minister responsible for the P.E.I. Public Service Commission. The twenty-five, thirty and thirty-five year ceremony is hosted by the Premier.

3.04 The award ceremony consists of congratulatory comments by the host, the presentation of awards and a stand up catered reception. During the ceremony, individual photos are taken as certificates and pins are presented. Following the official presentation ceremony a group photograph is taken of all recipients with the host.

SECTION 6

CLASSIFICATION AND EMPLOYEE RELATIONS

6.04 EMPLOYEE INNOVATION AWARDS PROGRAM

AUTHORITY: TREASURY BOARD MEMORANDUM MB#134/97

ADMINISTRATION: P.E.I. PUBLIC SERVICE COMMISSION

Sub-section 6.04 Employee Innovation Awards Program	Date: August 22, 2003	Page 1 of 13
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1. Purpose of Employee Innovation Awards Program Guidelines

- a) To encourage innovation within the Public Service and recognize and reward employees and teams for suggesting innovations which are implemented and which significantly:
 - i) reduce government costs,
 - ii) improve service to the public, or
 - iii) result in improvement to workplace safety or wellness

2. Application of the Policy

- a) All casual, temporary, permanent, and contract employees of the civil service employed by a department, as defined in the next paragraph, are eligible to submit suggestions and receive awards through participation in the Employee Innovation Awards Program.
- b) For the purpose of this policy, "department" shall include provincial departments, agencies, commissions and crown corporations listed in Schedules A and B of the Financial Administration Act. Department shall also include the Human Rights Commission. Members of the Employee Innovation Awards Advisory Council are not eligible for cash awards as defined herein.

3. Policy Approval

- a) This program was originally approved by Treasury Board on September 17, 1997, in minute MB#134/97 and is coordinated by the P.E.I. Public Service Commission, with advice from the Employee Innovation Awards Advisory Council. The program underwent a thorough review in 2002 and the revised program was approved by Treasury Board on January 8, 2003 in minute TB#376/02.

4. Interpretation / Definitions

a) Definitions

For the purpose of this document "innovation" means: " The creation or promotion of a new service, product or variation on current practice that is *unique* and adds value to the organization's internal and external clients.

Sub-section 6.04 Employee Innovation Awards Program	Date: August 22, 2003	Page 2 of 13
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5. **Employee Innovation Awards Advisory Council**

5.1 **Membership**

The Employee Innovation Awards Advisory Council (the Council) will be comprised of at least a chair, and one representative of the PEI Public Service Commission, two line departments and the Union of Public Sector Employees. The duties of council members are outlined in Appendix C.

5.2 **Subcommittees**

Subcommittees of the Employee Innovation Awards Advisory Council may be formed to address specific aspects of the suggestion process. The council may also designate representatives to assist as required.

5.3 **Appointment/Term**

Council members will be appointed by the Deputy Head of the department or agency which they represent and may serve up to three years and may be re-appointed at the request of the Deputy Head.

5.4 **Meeting Quorum**

council A quorum for each meeting will be 50 per cent plus one of the active members at the time of the meeting.

Council members will be expected to attend 60 per cent of the meetings within a 12 month period from April 1 to March 31. If a member fails to meet this criteria he/she may be asked to resign.

6. **Program Coordination**

- a) The program will be coordinated by an employee of the P.E.I. Public Service Commission with advice and assistance from the Employee Innovation Awards Advisory Council. The duties of the program coordinator are outlined in Appendix D.

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7. **Suggestions**

7.1 **Definition**

A suggestion is an innovation which:

- a) identifies a problem, potential problem or opportunity;
- b) presents a specific solution to the problem, potential problem or an approach to realigning an opportunity;
- c) is written on the prescribed suggestion form and signed by the suggester or completed electronically;
- d) has been forwarded to the Employee Innovation Awards Advisory Council which:
 - i) determines if the suggestion meets the definition of innovation and meets criteria set out in these guidelines;
 - ii) if the suggestion does not meet definition and criteria, notifies the suggester in writing;
 - iii) if the suggestion does meet definition and criteria, assigns a level based on program guidelines and a council member to assist in implementing the suggestion; and
 - iv) ensure the assigned Council member makes contact with the appropriate department to determine feasibility of implementation.
- e) These steps must be completed prior to implementation. Any suggestion that has been implemented before the above process is complete will not be eligible for an award under the program.

7.2 **Resulting Benefits**

An acceptable suggestion must be feasible to implement and result in substantial or other significant benefits in one or more of the following

categories:

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- a) saving money, time, material or resources;
- b) improving service, procedures, systems or methods;
- c) reducing costs, materials, handling or waste;
- d) increasing productivity; or
- e) improving workplace safety or wellness.

7.3 **Suggestions not eligible**

A suggestion will be denied if:

- a) it is a duplication of a suggestion currently under review;
- b) the process for implementation is already established and initiated at the time the suggestion is submitted;
- c) is something that the employee has been tasked to find a solution for, something that the employee gets paid to do (i.e., a computer programmer developing a new program), or something which the employee has the authority to implement;
- d) it deals with matters related to collective bargaining, employee benefits, or personal grievance or opinion; and/or
- e) it is a suggestion for which the cost of evaluation and/or implementation exceeds the benefits to be gained.

8. **Criteria**

8.1 **Criteria**

To be eligible for an award, a suggestion must meet the following criteria:

- a) the proposed solution and the anticipated benefit resulting from the suggestion are clearly stated in the submission;
- b) it holds a reasonable prospect of implementation and net benefit, as judged by the Employee Innovation Awards Advisory Council; (the council may require elaboration of benefits or implementation potential prior to acceptance.);
- c) it is not a duplicate of an active suggestion or a proposal

which has been previously, or is currently, under consideration by government.

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8.2 **Time Limit on Suggestion:**

A suggestion is considered "*active*" for a period of two years from the date of receipt by the Program Coordinator. One 12-month extension may be permitted under special circumstances if the suggester submits a written request to the Employee Innovation Awards Advisory Council before the end of the initial two- year period. In the event that the suggester should leave the employment of the provincial government, the council, in consultation with the suggester and the Deputy Head of the affected department, will determine whether or not to proceed with the suggestion.

If a denied suggestion is implemented by government within the active period, the suggestion will be considered to have been implemented and the innovation subject to award as per Section 9 of this document.

If a suggester fails to provide council members with documentation or information regarding the suggestion, the council may exercise the right to terminate the suggestion within the two-year period.

If a department, who is responsible for either implementing or denying a suggestion, does not notify the council of its decision within 1 year from the date of submission of the suggestion, the council may assign a time frame to the department within which they must inform the council of its decision. If the suggestion will be implemented, the department must provide the council with a date and plan for implementation. If the suggestion will be denied, the department must provide the council with a letter outlining valid reasons for denial.

9. **Procedures**

- 9.1 Suggestions will be submitted to the Employee Innovation Awards Program coordinator. Applications can be completed online.
- 9.2 The coordinator presents the suggestion to the council for review based on program guidelines.

- a) If the suggestion does not meet the program criteria, the council shall notify the suggester in writing.

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- b) If the suggestion meets program criteria, the suggestion is assigned to a council member. Suggestions cannot be assigned to a council member representing the same department as the suggester if it may result in a potential conflict of interest.

- c) Acceptable suggestions are categorized by the council in one of the following five categories:

Category 1 - suggestion has impact on local office/branch or similar regional sites. These suggestions are forwarded to the Deputy Head of the suggester's department for implementation and celebration.

Category 2- suggestion has impact on local office/branch and Department.

Category 3 - suggestion involves a time saving and/or service improvement and impact is realized within the department.

Category 4 - suggestion has impact on local office/branch, department and all of the public service with possible impact on the general public.

Category 5 - suggestion involves a cost savings which is difficult to monitor and determine.

Category 6 - suggestion involves a cost savings which is identifiable and monitored for one year.

- 9.3 For categories 2-6, the assigned council member will contact the Deputy Head of the department which has been deemed as being responsible for the evaluation and possible implementation of the suggestion. Within four weeks of receipt of the suggestion, the Deputy Head will have assigned a departmental representative who will have contacted the council member who has been assigned to work on the suggestion. The departmental representative will work with the suggester and/or the council member to determine:

- a) the feasibility of implementing the suggestion;
- b) the anticipated benefits or net benefits of implementation, if any;
- c) how the net benefits could be measured;
- d) how the suggestion could be implemented;

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- e) whether further action to implement the suggestion is appropriate; and
- f) how the department would like to address any savings.

If the suggestion is not to be implemented, a letter will be forwarded from the Council to the suggester outlining the reasons provided by the Department.

- 9.4 The council member is to coordinate meeting with the suggester and the departmental representative.
- 9.5 The council representative notifies suggester of the results of the department's decision regarding his/her suggestion.
- 9.6 If the decision is to proceed, the department will implement the idea and monitor resulting benefits. It is recommended that this be done through a team formed within the department. Should the department request, the council will attempt to provide a facilitator for the implementation team.
- 9.7 Progress towards implementation will be monitored by the Employee Innovation Awards Advisory Council. Periodic updates on progress will be forwarded to the suggester via a council member or departmental representative.
- 9.8 For those suggestions monitored for cost savings, at the end of the first year in which the innovation was implemented, benefits will be measured by the appropriate department and reported to the Employee Innovation Awards Advisory Council. This report will form a part of the council's recommendation to Treasury Board of an award for the suggester.

10. Awards

Individuals who make suggestions ("suggesters") which are successfully implemented are entitled to recognition certificates, cash or gift awards.

10.1 Cash Awards

Cash awards presented to suggesters are a percentage of net savings (i.e., gross savings minus implementation costs). To be eligible for a cash award

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the net savings resulting from the innovation must be \$500 or more and must be obtained in a 12-month period within 24 months from the date of implementation of the suggestion. Cash awards are presented to suggesters whose suggestion falls within Category 6.

Cash awards will be based on the actual savings resulting from the innovation, measured after the fact by the implementation team and approved by the Employee Innovation Awards Advisory Council. Suggestions which result in a cash award will be recommended by the Employee Innovation Awards Advisory Council to Treasury Board for approval.

The cash award will be 10 per cent of the value of the net saving, to a maximum of \$5,000. Cash awards are subject to all applicable federal and provincial taxes and will be reported as income on the suggester's T4.

If the suggestion is not implemented for any reason, a cash award cannot be made.

10.2 Gift Awards/Recreation

- a) Innovations which fall within categories 1, 2, 3 and 4 and cost-saving ideas valued at less than \$500 are eligible for gift awards.
- b) Innovations which fall within category 5 are eligible for a \$100 bonus cash award.
- c) Innovations which fall within category 6 are eligible for a cash award based on the total cost savings.
- d) Gifts may also be given in other situations as directed by the Employee Innovation Awards Advisory Council. The gift awarded will change periodically.
- e) An annual recognition award will be determined by the Council and presented by the CEO of the PEI Public Service Commission to the department whose employees had the most suggestions implemented in the past fiscal year.
- f) Each year, the Council will publish a call for submissions from departments for new innovative corporate ways of carrying out departmental mandates. All submissions will be forwarded to the coordinator of the program, screened by the Employee Innovation Awards Advisory Council, and forwarded to the Chief Executive

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Officer of the PEI Public Service Commission for final decision on the presentation of awards.

11. Presentations Of Awards

Upon completion of the implementation of a suggestion, the Council member assigned to the suggestion and/or designate may coordinate, with the suggester's Deputy Head's administrative assistant, an award celebration for the suggester, their Minister and/or Deputy Head, fellow employees, Minister and/or Deputy Head of the implementing department and/or Premier, where appropriate. Procedure for organizing an award celebration attached as Schedule B.

12. Appeals

If an employee believes that he/she has submitted a suggestion which has been implemented without due credit, the employee may request a meeting with the Employee Innovation Awards Advisory Council to review the circumstances. The decision of the Council is final.

13. Ownership

The Province of Prince Edward Island reserves the right to make unencumbered use of every suggestion whether accepted or denied.

14. Publication

The council will publish an annual report, within the public service, containing information regarding the number and types of suggestions made, percentages of suggestions processed at each stage and implemented innovations.

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15. SCHEDULE A

Guide to Calculate Net Savings Under the Employee Innovation Awards Program:

COSTS:	Costs prior to the suggestion: hours, days, administration, equipment, materials, etc.	TOTAL: a) _____
LESS:	Costs after the suggestion: hours, days, administration, equipment, materials, etc.	TOTAL: b) _____
	GROSS SAVINGS (a - b)	c) _____
LESS:	Implementation costs: new administration, equipment, materials, training, development work, forms, etc.	d) _____
	NET SAVINGS (c- d)	e) _____
	Apply formula to net savings 10 percent of net savings (Maximum \$5,000)	\$ _____

NOTE: Cost savings must be calculated in a 12-month period from date of implementation.

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16. SCHEDULE B

Employee Innovation Awards Program Procedure For Celebration

1. Suggestion has been declared implemented by the implementing Department. Council member ensures this is put in writing.
2. Council member notifies suggester and explains that a celebration is in order.
Suggester must be notified of the procedure for the celebration as they may wish to not have such a celebration.
3. If acceptable with suggester, council member will then:
 - a) Contact administrative support to Deputy Minister of the suggester's department. Explain the procedure of the celebration to administrative support if not aware of procedure. Ask them to check with Minister and Deputy Minister's schedule to determine a time. Once time obtained, contact government photographer and suggester to determine if time convenient. If time convenient, confirm with all.
 - b) Ask administrative support to order coffee and food.
 - c) Ask administrative support to book room and notify all employees of suggester's Department of the date, time and location of celebration.
 - d) Notify other council members of the date, time and location of the celebration.
4. Council member take program picture and gift to the celebration.
5. Prepare speech which should contain the following information:
 - a) Identify who you are and your role in the process.
 - b) If you were not responsible for working on the suggestion, indicate the Council member who did.
 - c) Identify other council members present at the gathering.
 - d) Identify the reason for the gathering. Identify suggester and suggestion.
 - e) Outline benefits derived from the suggestion being implemented.
 - f) Identify Department responsible for implementing the suggestion.
 - g) Give brief outline of the purpose of the Employee Innovation Awards Program.
 - h) Encourage staff to think of ways to make improvements and make suggestions to the Program.
 - i) Provide information where applications may be obtained.
6. Attend celebration and provide speech. The Council Member should start off the celebration ceremony allowing time for the Minister and Deputy to speak as well as the suggester if so desired.

Sub-section 6.04 Employee Innovation Awards Program	Date: August 22, 2003	Page 12 of 13
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17. APPENDIX C

Employee Innovation Awards Advisory Council Responsibilities

The Council is directly responsible to the CEO of the PEI Public Service Commission to:

- a) review suggestions received and decide whether to process the suggestion through the Employee Innovation Awards Program;
- b) on an individual basis, liaise with suggesters and departments regarding progress on evaluation and/or implementation of suggestions;
- c) review departmental decisions on suggestions to determine whether they have been fairly evaluated;
- d) request further information and investigation if the council believes that an innovation was not accurately evaluated by the affected department;
- e) receive, review and decide the outcome of program appeals;
- f) on an individual basis, investigate appeals from suggesters;
- g) return all correspondence and documentation related to a suggestion to the program coordinator upon closure of the suggestion (implemented or denied);
- h) provide advice to program coordinator on promotion of the Employee Innovation Awards Program;
- i) perform periodic evaluation of the benefits of the Employee Innovation Awards Program;
- j) periodically review the employee innovation awards process to ensure that it is operating in an efficient and consistent manner;
- k) arrange award presentation in consultation with program coordinator;
- l) assist program coordinator with the preparation of a Treasury Board submission when a cash award is to be issued;
- m) advise the suggester they must claim the cash award as revenue when completing their tax form.

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18. APPENDIX D

Employee Innovation Awards Program Coordinator Responsibilities

- a) receive, log and acknowledge all suggestions;
- b) review suggestions for completeness;
- c) forward suggestions to and liaise with the Employee Innovation Awards Advisory Council, its subcommittees and representatives;
- d) monitor the status of all suggestions;
- e) advise suggester whether suggestion has been accepted or rejected;
- f) assist in arranging award presentations;
- g) prepare submissions to Treasury Board for suggestion approval prior to implementation in consultation with the council member who has worked on the suggestion;
- h) arrange orientation for representatives as required;
- i) maintain program statistics;
- j) coordinate the publication of an annual report;
- k) advise payroll when a cash award is presented to an employee to initiate the issuing of a T-4.

SECTION 6

CLASSIFICATION AND EMPLOYEE RELATIONS

6.05 DISCIPLINE

AUTHORITY: CIVIL SERVICE ACT & REGULATIONS

ADMINISTRATION: PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS AND AGENCIES

Sub Section 6.05 Discipline	Date 02 October 2002	Page 1 of 8
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1. INTRODUCTION

- 1.01 An employee who fails to maintain proper standards of conduct or commits a disciplinary offense, shall be subject to disciplinary action. No employee shall be disciplined except for just cause.
- 1.02 The administration of discipline is the responsibility of the Deputy Head. The Deputy Head may delegate responsibility for disciplinary action to departmental directors, managers and supervisors.
- 1.03 Discipline in the work place is somewhat similar to discipline in society in that it serves three functions:
- (a) as a punishment for unacceptable behaviour;
 - (b) as a corrective measure to ensure unacceptable behaviour is not repeated;
 - (c) to act as a deterrent to others.

2. APPLICATION

- 2.01 This applies to all employees within the Civil Service.

3. POLICY

- 3.01 The discipline philosophy of the Civil Service is based on correction rather than punishment; as such the emphasis should be identification and isolation of the problem situations before formal corrective action is required. The corrective approach dictates that the employee be aware of the reasons for and the hoped for results of the discipline and understand that discipline flows from the employee's own action.
- 3.02 Discipline is normally a progressive process except for certain kinds of misconduct, which because of their seriousness, justify moving immediately to a more serious penalty. The framework under which discipline occurs is found in the *Civil Service Act* (S. 32), its regulations (S. 29-35) and the UPSE collective agreement (Article 27).

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3.03 DISCIPLINE PROCESS

Although management has the right to discipline any employee, this discretion is qualified by the right of the employee to have protection against unfair treatment. Therefore, the Employer must be able to demonstrate “just cause” for any disciplinary action imposed. For just cause to exist, these three requirements must be met:

1. The employee breached the rule or committed the offence charged against him/her.

In arbitration the onus or burden of proof is on the Employer to produce evidence and establish the facts which provide sufficient cause to discipline the employee. This evidence must demonstrate that the discipline was for just and proper cause.

It follows then that the standard of proof on the charge of misconduct or breach varies with the gravity of the misconduct forming the basis of the charge. The more serious the offence, the more convincing must be evidence relied on to prove its commission. During the investigation period, it is important to note facts in writing so that any discipline which may follow can later be substantiated if necessary.

2. The misconduct or offence warranted discipline.

To address this issue, four questions must be addressed:

- i) Did the employee neglect his/her job duties or responsibilities?
- ii) Did the employee violate any rules or practices that endangered themselves, his/her clients or co-workers?
- iii) How would a reasonable person act in a similar circumstance?
- iv) How has the Employer responded to similar situations in the past?

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3. Is the penalty just and appropriate to the act or offence as corrective discipline?

An Arbitration Board has the authority to substitute its judgement for management in assessing the appropriateness of the penalty. The following factors will be taken into consideration:

- i) What is the seriousness of the offence or rule violated in terms of policy and obligations?

Usually this is determined by the degree that either job duties were neglected or that the safety of clients, other employees or the offender were in danger.
- ii) What were the circumstances under which the misconduct occurred?
How would a normal, prudent person act under similar circumstances?
- iii) What is the continuous service of the offender? It is accepted practice that greater consideration should be given to long service employees.
- iv) Has the employee been satisfactory or above average up to now? If so, some recognition and consideration of this would be made in assessing a penalty.
- v) The past discipline record of an employee may be used to determine the degree or penalty for an offence. It cannot be used to determine his/her guilt on the new offence. Whereas the first offence may warrant a minimal reprimand, a second or third similar offence may warrant more severe discipline. This is a compelling reason why all discipline must be documented.

A general rule to follow goes as follows:

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“If the offending act was not documented, the act did not occur”. Another factor that must be considered is the period of time that has elapsed since the previous infraction. Since the real objective of discipline is correction, a long period of good conduct is a mitigating factor as far as previous infractions are concerned.

vi) Equality of Treatment:

Discipline must be consistent, uniform and objective. An employee has a just complaint, in the absence of a poor record, if he/she is punished more severely than others for the same offence. Previous failure to punish may indicate that no discipline will follow for a particular infraction. In such situations, a tightening of discipline should be preceded by a notice that such conduct will no longer be tolerated. The manager who punishes an employee for some particular behavior yet allows other employees to go unpunished will be found to be discriminatory and the disciplinary penalty will be overturned.

It is equally important that discipline also be administered consistently. For this reason the departmental HR Manager and the Public Service Commission act as central resources in guiding managers through the disciplinary process.

- 3.04 Once a potential discipline situation comes to the employer’s attention, the first point of contact should be your departmental HR Manager. In turn, the HR Manager will likely contact the Public Service Commission, Labour Relations Section. While the HR Manager will be aware of the department’s level of response in other discipline situations, the Public Service Commission has a strong, corporate knowledge of discipline cases across all departments.
- 3.05 Determining the appropriate disciplinary penalty can be very difficult. There are often many mitigating and aggravating factors to consider. It is also essential to be familiar with the Employer’s history in dealing with similar disciplinary situations. In cases of serious discipline, a meeting with the supervisory personnel, HR Manager and labour relations specialists should be convened.
- 3.06 The Public Service Commission, under the *Civil Service Act*, must also provide its approval in any case where suspension, demotion or dismissal is under consideration.

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3.07 When a possible misconduct or a breach of a rule or policy occurs, it is essential to fully investigate the matter before coming to a decision about what to do. Ensure the following areas are covered before meeting with an employee:

- (a) Interview all other participants or witnesses to gather as many objective, concrete facts as possible;
- (b) Check the employee's personnel file for the history of work performance or any prior discipline;
- (c) Arrange to interview the employee as soon as possible after the offence and, if possible, near the end of the employee's workday;
- (d) Check legislative and collective agreement requirements;
- (e) REMEMBER, the employee MUST be given an opportunity to tell their side of the story before any discipline can be imposed.

Review the evidence:

- (a) Did the employee do it?
- (b) If yes, does the misconduct or breach of rule warrant discipline?
- (c) If yes, what is the appropriate penalty?

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Consider all mitigating and aggravating factors:

MITIGATING FACTORS

Previous record of the employee

Remorsefulness

Cooperation in investigation

Condonation by the Employer

Inequality of Treatment

Economic Hardship

Off Duty Conduct

Nature of offence in relation to Department's Business and Reputation

Long Service

Degree of Premeditation

AGGRAVATING FACTORS

Prior Discipline (How long ago?)

- ▶ same offence
- ▶ unrelated offence
- ▶ related offence

Lack of Remorse, concern, awareness

- ▶ indicates likelihood of further offences

Lying/Misleading Remarks

Supervisory or role-modelling duties

Involving other staff in the misconduct

Non-permanent Status/Short Service

Connection to Business Mission
- ie. Damage to reputation of Department
eg. Financial implications - theft

3.08 When Imposing Discipline Follow These Steps:

1. Review legislative and collective agreement requirements again.

REMEMBER - in discipline, adhering to procedural requirements is crucial.

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2. Draft the Disciplinary Letter.

Set out the material facts - date, time and misconduct or wrongdoing.

- (a) Cite the section(s) of the Regulations, the work rule, contract obligation, policy or established practice violated.
- (b) Refer to any previous verbal warnings or discipline given for the same or related infraction.
- (c) If a disciplinary suspension, state that the employee is being suspended from work, without pay or benefits, as disciplinary action for the particular wrongdoing. State clearly the dates when the suspension begins and ends.
- (d) State that if the employee fails to correct the undesired behaviour, further disciplinary action, up to and including discharge should be expected. Do not specify the future disciplinary action.
- (e) The Public Service Commission may assist in the preparation of the letter or may contact HR Associates to assist in the preparation. The disciplinary letter should always be reviewed by the Public Service Commission prior to signing.
- (f) Copy the letter to the Public Service Commission, the Union and the Director responsible.

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3. Disciplinary Meeting.
 - (a) The HR Manager should be present;
 - (b) Ensure the employee knows in advance that this is a disciplinary meeting and that the appropriate Union representative is present with the employee;
 - (c) Have the signed disciplinary letter to give to the employee during the meeting;
 - (d) The letter should contain everything that needs to be covered in the meeting. Stick to this.
 - (e) Keep control of the meeting; if the employee becomes angry or threatening, issue the letter and stop the meeting.
 - (f) After the meeting, be sure a copy of the letter is sent to the Union.

SECTION 6

CLASSIFICATION AND EMPLOYEE RELATIONS

6.06 - GRIEVANCE PROCEDURE

AUTHORITY:	COLLECTIVE AGREEMENT BETWEEN THE PROVINCE OF PRINCE EDWARD ISLAND AND THE UNION OF PUBLIC SECTOR EMPLOYEES CIVIL SERVICE ACT AND REGULATIONS
ADMINISTRATION:	P.E.I. PUBLIC SERVICE COMMISSION GOVERNMENT DEPARTMENTS / AGENCIES

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1. PURPOSE

1.01 The grievance process provides a framework for conflicts to be explored and ultimately resolved while allowing work to continue and the parties to maintain a viable working relationship.

2. APPLICATION

2.01 The grievance process for unionized employees is contained in Article 26 of the Collective Agreement. These procedures apply to all employees covered as defined in Articles 2.02 and 2.03 except that a probationary employee will not be permitted to file a grievance to adjudication against rejection during the initial probationary period which is served when entering the classified division.

2.02 This section also applies to permanent excluded employees (Refer to - PART X & XI of the Civil Service Act Regulations).

3. POLICY

3.01 A grievance is simply a dispute usually over contract interpretation. It can be a disagreement as to whether the employer had just cause to discipline, an interpretation of the Collective Agreement, or whether an employee was entitled to a particular benefit which was denied them.

3.02 Types of grievances:

(a) Policy grievances (Union grievances)

Employer action affecting all employees, such as adoption of a new policy, can be the subject of policy grievance.

A policy grievance cannot be used to reopen individual grievances that have been abandoned or settled.

(b) Individual Grievances

The union brings forward grievances on behalf of an individual or a group of individuals who are adversely affected by a particular

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interpretation or application of a Collective Agreement provision.

Although the grievance relates to a particular member of the bargaining unit, it is the Union which carries the grievance. Individuals cannot bring a grievance without the union. The Collective Agreement is between the Employer and the Bargaining Agent (Union), not between the Employer and the employees.

(c) Employer grievances

An employer can grieve an alleged violation of the Collective Agreement by an individual or a union.

(d) Rights v. Interest Disputes

(i) Rights disputes arise from grievances under a Collective Agreement.

(ii) Interest disputes arise from the collective bargaining process.

3.03 Time limits for grievances:

(a) Mandatory

The time limits for filing a grievance are mandatory time limits: 7 calendar days for an individual grievance; 14 calendar days for a policy (Union or Employer) grievance. This is because the Collective Agreement clearly indicates that if the time limits are not followed, the grievance is deemed abandoned.

(b) Withdrawal or Abandonment of Grievance

If an employee does not submit a grievance to the next higher level within the time limits stipulated in the preceding sections, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. This provision shall not apply in cases where circumstances beyond the control of the grievor prevented compliance with the time limits.

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Therefore, if the grievance is not filed or advanced through the steps of the process within the allowed time, that's the end of the matter. An exception to this is when either the Union or the Employer obtains the consent of the other party to extend the time limits.

(c) Extending of Time Limits

The time limits fixed in these procedures may be extended by mutual written consent.

Normally, extensions are sought only in those cases where essential information on which to found, or respond to, a grievance is unavailable during the allowable time. An extension must be obtained prior to the expiry of the time limits.

3.04 Grievance and Adjudication Procedures

This article sets out the rules for discussing and possibly resolving the dispute. It gives the parties an opportunity to exchange information and state their positions.

The Collective Agreement sets out the procedure. Most grievances go through several levels requiring discussions and responses to the dispute at higher and higher levels of management.

3.05 Variance from Normal Grievance Procedure

An exception to this process is found in Article 26.13 where grievances against suspension, demotion or dismissal are to be submitted to the final level (usually Level 3) of the grievance process within 10 days of notice of the disciplinary action.

Another exception to the normal grievance process is the process around policy grievances. The parties are obligated to meet and discuss the dispute before a grievance is filed. If unsatisfied with the outcome of the meeting, either party may submit the matter directly to adjudication within thirty (30) days of the date of the meeting. This time limit is also a

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mandatory one.

3.06 Privilege/Without Prejudice:

The substance of the parties' discussions during the grievance procedure is considered privileged and inadmissible at adjudication. The philosophy behind this practice is that the parties can have open and frank discussions with a view to resolving the dispute without prejudicing their case at a hearing. To have the subject and content of these discussions revealed at adjudication would have a "chilling effect" upon settlement attempts in future grievances.

3.07 The Grievance:

(a) Form

A grievance must be put in writing and must be signed by the griever or their representative. Also, a grievance must have the signed approval of the Union before the Employer need respond to it.

(b) Content

To be adjudicable, the grievance must claim a breach of the Collective Agreement, the *Civil Service Act* or Regulations, or even the *Human Rights Act*.

3.08 Work Now, Grieve Later:

There is a longstanding principle of labour relations which holds that an employee who believes he/she has a grievance cannot stop work until their grievance is resolved. This is called the "work now, grieve later" principle. To allow a work stoppage is considered too disruptive of the workplace. Grieving employees are expected to continue doing their jobs well and efficiently pending the outcome of the grievance and adjudication process.

The only exception to this principle is found within the provisions of the

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Occupational Health and Safety legislation which allows an employee to refuse to work where the refusal is based on reasonable grounds that the work is likely to endanger the health or safety of the employee or other employees.

3.09 Grievance Meetings:

The Employer and the Union may meet for a number of reasons:

- to verify agreed facts (can reduce length of a hearing)
- to identify facts in dispute
- to review all pertinent documents and agree, if possible, on documents that could be entered by consent at hearing
- to discuss in detail any underlying or peripheral issues related to the grievance
- to discuss, without prejudice, any alternatives to a hearing or settlement options

3.10 Past Practice:

When there is a dispute over Collective Agreement interpretation, it is essential to understand not just the Collective Agreement language but also the manner in which the parties have behaved in the past.

Where the Collective Agreement is found to be clear on its face and a party consistently, and over time, behaves in a manner at odds with the agreement, a past practice is built up. If this practice was known and relied upon by the other party, usually the Union, a unilateral change by the Employer to revert to the Collective Agreement can be grieved by the Union and the Employer may be prevented from changing its practice until the next round of collective bargaining.

Where the language of the agreement can be said to be ambiguous, evidence of a well-established past practice can be used as a tool in the proper interpretation of the particular article in dispute.

If the Employer's policy or practice relates to a matter not covered by the Collective Agreement, the Employer must communicate its intent to change the policy and ensure that the Union and all employees are aware of the change and its implications prior to implementation.

3.11 Outcome of Grievance Procedure:

- (a) Abandonment

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There has been no action in processing the grievance, and no intention of putting the matter forward.

Because the Union has the carriage of the grievance, if a Union representative does not appear on the date of the hearing, the Union is deemed to have abandoned the grievance, even if the griever shows up for the hearing.

Or, if no action has occurred for a long time and then the Union tries to proceed, the Employer can argue the Union should be found to have abandoned the grievance.

(b) Settlement

The parties agree to a resolution of the matter. It does not require ratification of the full membership. The parties may mutually agree that the settlement will not form a precedent for future disputes, and denote the settlement as “without prejudice”.

While only the Union has the authority to enter into a settlement with the Employer, it will usually do so only if the griever is agreeable to the settlement.

(c) Grievance Adjudication

The Collective Agreement allows for grievances to be heard by either a single adjudicator or a board of three. The single adjudicator, or the Chair of a board of three, is most often a lawyer with considerable experience in labour relations. The remaining two members of a board of three are nominees, one appointed by each of the Employer and the Union.

SECTION 6

CLASSIFICATION AND EMPLOYEE RELATIONS

6.07 - LABOUR / MANAGEMENT RELATIONS

AUTHORITY: COLLECTIVE AGREEMENT BETWEEN THE PROVINCE
OF PRINCE EDWARD ISLAND AND THE UNION OF
PUBLIC SECTOR EMPLOYEES
CIVIL SERVICE ACT AND REGULATIONS

ADMINISTRATION: P.E.I. PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS / AGENCIES

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1. PURPOSE

1.01 To discuss issues related to the labour/management relationship.

2. APPLICATION

2.01 This applies to the Civil Service.

3. POLICY

3.01 (a) In a unionized work environment, the collective agreement and its contractual nature and the role of management and the union in the day to day administration of the workplace and the agreement must be understood.

(b) To be effective, it's essential for the Employer to know when and how to communicate with union representatives and how to ensure that the communication is productive, even in the face of conflict.

3.02 Union vs. Non-union Workplaces

(a) In a unionized work environment, a written agreement (ie. the collective agreement) outlines the terms and conditions of employment for all employees in the bargaining unit. However, the employer can still make policies or rules on issues which may be a term or condition of employment, provided the policy or rule does not conflict with anything in the collective agreement.

(b) In the civil service, some terms and conditions of employment are found in the *Civil Service Act* and the Regulations to the *Act*. Some examples of conditions of employment found in the Regulations include classification appeal (Part V) and disciplinary measures (Part IX).

(c) Another obvious difference between union and non-union workplaces is the presence of the union. The union has representatives at worksites called stewards. It also has elected officials and full time paid staff.

d) In unionized workplaces, regardless of who the actual individuals

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are occupying positions as management, union or employees, the relationship created by virtue of the collective agreement continues.

3.03 **The Collective Agreement and Related Legislation**

- (a) A collective agreement is an employment contract. The parties are the Employer and the Union. The Union is the “bargaining agent” for the employees who are collectively the “bargaining unit”. By legislation, a union who can demonstrate it represents a majority of employees of an employer is entitled to negotiate the terms and conditions of employment (the collective agreement) of the employees in the bargaining unit.
- (b) Some legislative and collective agreement provisions you should be aware of include the following:

Civil Service Act

Section 1

- “Employer” in relation to consultation and negotiation, means the Treasury Board or such other body as the Lieutenant Governor in Council may designate.
- “Union” means the Prince Edward Island Union of Public Sector Employees

Section 43

- (1) The Employer shall consult and negotiate with the Union subject to subsection (2) on all such matters as may be prescribed by regulation.
- (2) The Union shall be the authorized representative of all persons employed pursuant to this Act for the purpose of consulting and negotiating with the employer, other than:
 - (a) an employee of the executive division;
 - (b) an employee of the Executive Council office, of the Commission or of Treasury Board;

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- (c) an employee of the Department of Community and Cultural Affairs who is required to carry out the provisions of legislation respecting conciliation or who provides advice with respect thereto to the department head;
- (d) a solicitor;
- (e) a contract employee;
- (f) a student employee;
- (g) an employee who exercises managerial functions or who is employed in a confidential capacity in relation to labour relations.

Civil Service Act Regulations

Section 66 - Part XV Consultation and Negotiation Procedures

- (a) "agreement" means an agreement in writing between the authorized representative and Her Majesty the Queen in right of the Province of Prince Edward Island stipulating the term of the Agreement and containing terms and conditions of employment including rates of salary and wages for employees and may include provisions for other benefits;
- (g) "Consultation and negotiation" means
 - (i) in case of consultation
 - (A) an open exchange of information for the purpose of examining a problem, clarifying a situation, or improving the relationship between parties,
 - (B) discussion, study, and research of problems of concern to either party, and solutions for recommendation to the appropriate decision-making authorities,
 - (ii) in the case of negotiation
 - (A) discussing in good faith,
 - (B) bargaining collectively,
 - (C) conciliation as prescribed in sections 77 to 79,
 - (D) arbitration as prescribed in sections 80 to 87;

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- (i) "parties" means those persons who may negotiate and conclude an agreement.

Section 67

- (1) The Union will continue to be the authorized representative until it is replaced in accordance with this section.

Section 71

- (1) The parties to the negotiation of an agreement shall be the authorized representative and Her Majesty the Queen in right of the Province of Prince Edward Island.
- (2) Her Majesty the Queen in right of the Province of Prince Edward Island shall be represented by such persons as may be designated by the Treasury Board.

Collective Agreement

Article 33 - Agreement Reopener

33.01 This Agreement may be amended by mutual consent. If either party wishes to amend or vary this Agreement, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one (1) calendar month after receipt of such notice.

Management Rights

Management retains all rights except those given up in the collective agreement.

Article 4 - Management Rights

4.01 All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer and, without limiting the generality of the foregoing, include the following:

- (a) to manage and direct employees,
- (b) to hire, promote, transfer, assign, retain employees, and to

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- establish positions,
- (c) to suspend, demote, discharge, or take other proper disciplinary action,
- (d) to relieve employees from duties because of lack of work or other proper reasons,
- (e) to maintain the efficiency of operations, and to make rules and regulations
- (f) to be observed by employees,
to determine the methods, means and personnel by which such operations are to be conducted,
- (g) to evaluate jobs, classify positions, specify the employees' duties,
- (h) to take whatever action may be necessary to carry on operations in situations of emergency.

4.02 These rights shall not be exercised in a manner inconsistent with the expressed provisions of this Agreement.

3.04 **Key Union Contacts**

(a) Shop Steward/Local Representative

The Steward or Local Rep is an employee who is also an elected union official who represents the union at the workplace level. The job of the Steward is to investigate concerns, represent member interests and protect member rights . There are many union Stewards, although not necessarily one in every work site.

The Steward is the key union contact at the worksite for most all labour relations matters.

(b) Business Representatives/Union Staff

The union has full time paid staff to assist union members and Stewards with issues that arise in the day to day administration of the collective agreement in the workplace. These individuals also assist employees with grievances and conduct negotiations on behalf of the union. Whenever a grievance or issue which is not readily resolved at the worksite arises, union staff become involved.

(c) Elected Officers of the Union

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The union has its own constitution and by-laws which require it to hold elections every two years for various executive positions. Of these, only the president is a full time position.

Generally, elected union officials are not involved in the day to day administration of the collective agreement and do not participate directly in grievances, adjudications or negotiations.

An employee who is also a union representative may seek leaves of absence from time to time in order to fulfill the duties of the office they hold (Article 24). These individuals must seek the leave and management retains discretion to grant or withhold such leaves in certain circumstances.

3.05 **Key Management Resources**

(a) HR Managers

Each department's HR Manager is aware of all issues in the department involving employees and to be effective must be kept informed by supervisors and managers of what's going on. As well, the HR Managers across government meet regularly as a group. This presents the opportunity to consult within that peer group on issues which may be of concern across departmental lines.

The departmental HR Manager is also in a position to keep senior departmental management updated on labour relations issues within the department.

(b) Senior Management

There are some matters, such as misconduct warranting significant discipline, on which it is necessary to consult with senior management in the department.

(d) Public Service Commission

Beyond the departmental level, there is expertise available from the Labour Relations Section of the Commission. Staff of that Section hold the employer's corporate memory in labour relations matters and are experienced in dealing directly with the union on a variety

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of issues.

If you and your HR Manager are uncertain about how to proceed, consult with one of the staff of the Section before taking action.

3.06 **Communication With The Union**

(a) Duty to Consult

In certain circumstances, there is a requirement to consult with the union. For example, if the employer is seeking to change the hours of work for one or more employees, there must be consultation with both the union and the affected employees prior to implementing any change.

(b) Joint Consultation - (Article 30)

The Employer agrees to continue consulting with the Union on all matters which affect or may affect the terms and conditions of employment of employees.

The employer and the union have over time developed an understanding that this provision applies only in the case of a major change which would have a significant impact on a number of employees.

When considering doing something which might bring Article 30 into play, contact your HR Manager who will contact the Labour Relations Section of the Public Service Commission for guidance on how to proceed.

(c) Wise to Consult

Even though there may not be an obligation to consult with the union on a certain matter, it may still be wise to do so. Putting the union in the picture gives them the opportunity to become informed on an issue, ask questions and let you know what kinds of problems may be anticipated.

Consultation with the union acts as a check on management to ensure that employees will be kept informed of upcoming changes.

Effective consultation with the union on matters which are of concern to them and their members is also a way to build trust, show respect and generally keep lines of communication open. It is

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not about seeking permission.

SECTION 7

HUMAN RIGHTS

7.01 Policy for the Prevention and Resolution of Harassment in the Workplace

AUTHORITY: Joint Union / Management Agreement

ADMINISTRATION: PEI Public Service Commission
Government Departments / Agencies

1. PURPOSE

1.01 The Government of Prince Edward Island, as the Employer, and the Union of Public Sector Employees have jointly developed a policy for the Prevention and Resolution of Harassment in the Workplace to:

- Promote, establish and maintain a harassment free workplace.
- Provide procedures for investigating and resolving complaints of harassment, and remedying situations where instances of harassment occur.
- To meet the Government of Prince Edward Island's ethical and legal obligations to provide a harassment free work environment.

2. APPLICATION

2.01 This policy applies to any employee who performs work in any Civil Service workplace. Where applicable, the policy also applies to volunteers, contractors, fee for service individuals and clients.

3. POLICY STATEMENT

3.01 The Government of Prince Edward Island is committed to providing a workplace in which all persons can expect to be treated with dignity and respect. Harassment undermines an individual's self-respect and adversely affects work performance and well-being. It also reduces the productivity and effectiveness of the public service enterprise. All employees have the right to work in an atmosphere free of harassment.

4. DEFINITIONS

Complaint is an allegation of harassment which is based on actions defined as harassment in this policy.

Complainant is an employee who believes that they have been a victim of harassment and who has filed a complaint under this policy.

Days means working days.

Harassment in the workplace includes personal harassment, sexual harassment, and abuse of authority.

- a) *Personal Harassment* means any unwarranted, offensive behaviour that is known or ought reasonably to be known to be unwelcome. It includes any comment, conduct, gesture or display that demeans, intimidates or causes embarrassment to another person. Personal harassment includes, but is not limited to, harassment on the basis of race, religion, creed, color, sex, sexual orientation, marital status, ethnic or

national origin, age, physical or mental disability or political belief.

- b) *Sexual Harassment* means any conduct, comment, gesture or contact of a sexual nature that is likely to cause offense, embarrassment or humiliation to the recipient; or that might, on reasonable grounds, be perceived by the recipient as placing a condition of a sexual nature on employment or on any opportunity for training or promotion, or on receipt of a service or benefit provided by the Employer. It is not flirtation, chit chat or good natured jesting that is sometimes part of office life when both parties find the conduct acceptable.
- c) *Abuse of Authority* means an individual's use of power and authority inherent in the position held in a manner which serves no legitimate work purpose and which ought reasonably to be known to be inappropriate. It includes misuses of power which are intimidating, coercive or demeaning.

The legitimate and proper exercise of the employer's right to supervise or manage (for example, performance reviews, work evaluation and disciplinary measures taken for any valid reason) does not constitute harassment under this policy.

Mediation is a voluntary process used to resolve conflict by having a neutral person help the disputing parties arrive at a mutually acceptable solution.

Respondent is an employee of the Government of Prince Edward Island who has been accused of Harassment.

Workplace includes but is not limited to the actual work site, lunchrooms, or cafeterias, a client's home or work site, training sessions, conferences, business travel, work-related social gatherings, or other location where an employee is engaged in activity associated with employment, such as on-line communication, i.e., emails, etc.

Workplace Conflict is any ongoing inappropriate and disrespectful behavior at the workplace and/or a dispute or a communication breakdown between two or more individuals that impact their ability to work productively and cooperatively in the workplace, and potentially result in a hostile work environment.

5.0 RESPONSIBILITIES

While it is recognized that all employees share responsibility for creating a harassment-free workplace, it is important to emphasize that managers/supervisors, by virtue of their authority, carry a greater responsibility for maintaining this type of work environment.

5.01 Deputy Heads and Heads of Agencies

Deputy heads and heads of agencies are responsible for ensuring that the provisions of this policy are implemented in their respective organizations. This responsibility includes:

- a) ensuring that all managers, supervisors and other employees in their organization are informed of the policy and are advised of their responsibilities and rights;
- b) providing leadership in the prevention of harassment in their workplaces by fostering a climate of mutual respect;
- c) monitoring compliance with the policy in their organizations;
- d) ensuring that prompt and appropriate action is taken when they become aware of instances of harassment;
- e) ensuring fair and equitable procedures for all parties to a complaint of harassment;
- f) taking disciplinary or other corrective measures, where necessary.

5.02 Employees with Supervisory and/or Management Responsibility

All managers and supervisors are responsible for incorporating the intent of this policy in their daily activities and ensuring that the policy is adhered to in their areas of responsibility by:

- a) becoming fully informed of the provisions of the policy and of the nature of workplace harassment;
- b) maintaining a high standard of personal conduct in their dealings with all employees and clients;
- c) ensuring that all employees are advised of their rights and responsibilities under this policy and the courses of action open to them;
- d) providing opportunities for education and training related to workplace harassment to all employees under their supervision;

5.03 All Employees

All employees are responsible for:

- a) treating all persons in the workplace in a manner that is free of harassment and that respects individual differences;
- b) changing their own behavior when given indications that the behavior is offensive or harassing to others;
- c) taking action, where possible, should they feel they or another person is being subjected to harassment;
- d) cooperating fully with all those responsible for dealing with a complaint of harassment.

5.04 Representatives of the Union of Public Sector Employees

All union representatives are responsible for:

- a) treating all persons in the workplace in a manner that is free of harassment and that respects individual differences;
- b) becoming fully informed of the provisions of the policy and of the nature of workplace harassment;
- c) maintaining a high standard of personal conduct in their dealings with all employees and clients.

6. PRINCIPLES

- a) All employees shall be treated equitably under this policy, and shall be advised of the provisions of this policy and of the procedures available to them. All matters arising under this policy shall be dealt within a fair, unbiased, and timely manner.
- b) Either party to a complaint may object to the participation of a person in the administration of this policy on grounds of conflict of interest or reasonable apprehension of bias.
- c) Any complainant who wishes to seek resolution of a complaint through mediation or investigation must be prepared to be identified to the respondent.
- d) All parties must be given the opportunity to present evidence in support of their positions and to defend themselves against allegations of harassment.
- e) All parties may be represented or accompanied by a Union representative throughout the procedures set out in this policy.
- f) All formal complaints, responses, comments, and decisions pursuant to this policy shall be made in writing.
- g) Employees with supervisory and/or management responsibility will take immediate action to report or deal with incidents of harassment that come to their attention, whether or not a formal complaint has been made.
- h) There shall be no retaliation for exercising rights under this policy.

7.0 CONFIDENTIALITY

All complaints under this policy, both formal and informal, and any information and materials related to the complaints will be treated on a confidential basis. Disclosure might be required pursuant to a subpoena, or Freedom of Information Protection of Privacy (FOIPP) application.

8.0 ASSISTANCE

A person who is faced with problems relating to workplace conflict and/or harassment may wish to obtain assistance or advice in deciding the best course of action to follow. Sources of assistance are recommended below

8.01 Employees may seek help from any of the following:

- a) their immediate supervisor, if appropriate;
- b) the departmental Human Resource Manager;
- c) a manager, director or the deputy head in the same department or agency;
- d) the Director of Classification and Employee Relations, P.E.I. Public Service Commission; or
- e) union representative.

It should be recognized that management has an obligation to take follow-up action when instances of possible harassment are brought to its attention. Confidential assistance to employees for a wide range of problems, including workplace harassment, is available from the Employee Assistance Program.

8.02 Clients and others (volunteers, contractors, fee-for-service individuals, or other persons who are not an employee) may seek advice or assistance from:

- a) a supervisor, manager or director in the department or agency providing the service;
- b) the deputy head or chief executive officer of the department or agency.

9.0 PROCEDURE

9.01 Early & Informal Resolution Process

The objective of early resolution is to resolve any situation or conflict as soon as possible in a fair and respectful manner without having to resort to the formal complaint process. Every effort should be made to resolve problems early, with open communication and in a cooperative manner. The use of problem resolution mechanisms such as coaching, counselling, and mediation can, in many instances, resolve issues and prevent situations from escalating to the point where filing a formal complaint is necessary.

It is important that the Complainant make the issue known to the Respondent as soon as possible in an attempt to resolve the problem.

- a) If the Complainant feels comfortable, he or she should do so directly, either in person or in writing.
- b) If the complainant feels uncomfortable, he or she should do so with help from

a Supervisor or Human Resources staff person.

If the problem is not resolved, the Complainant may meet with his or her supervisor, or with another person in authority whom he or she trusts, or seek advice from his or her union or from Human Resources.

9.02 Formal Resolution Process

If early and informal resolution is not successful or is not desired or considered appropriate by either party, the complainant has the right to file a formal complaint.

Step 1 - Filing a complaint

The complainant will submit a complaint in writing to the appropriate deputy head or chief executive officer, with a copy to the Director of Classification and Employee Relations, P.E.I. Public Services Commission.

If a complainant is not comfortable filing a complaint with the deputy head or the chief executive officer, the complaint may be filed directly with the Director of Classification and Employee Relations, P.E.I. Public Service Commission.

The complaint should include the nature of the allegation; the name of the respondent; the relationship of the respondent to the complainant (for example, supervisor, colleague); the date and a description of the incident(s); and, if applicable, the names of witnesses. The information provided should be precise and describe any attempts to resolve the situation.

Complaints should be submitted in as timely a manner as is comfortable for the complainant, keeping in mind that the more time that elapses, the more difficult it is to substantiate the complaint. It is the complainant's responsibility to check the time lines in any other forums they wish to pursue, for example, PEI Human Rights.

The Deputy Minister will acknowledge receipt of the complaint, and after consultation with Human Resources and/or the Public Services Commission, may enact interim measures which may be requested by either the Complainant or the Respondent and may be recommended by Departmental Human Resources and/or the Public Services Commission.

Step 2 - Investigation

All investigations will be led by a team of two people. The composition of the team will be decided by departmental management and the Public Services Commission. Factors such as gender, perception of bias and experience & training in investigations will be considered when determining the composition of the team.

Once the team has been appointed, contact will be initiated with the Complainant and the Respondent within 30 days. During the interview process the team will obtain written statements from the Complainant, the Respondent, and any named witnesses.

At the end of the investigation the Team will submit a final report stating whether, on a balance of probabilities, the harassment complaint is substantiated. This report may include recommendations, and will be submitted to the Deputy Head, copied to the C.E.O. of the Public Service Commission.

Note: Records of a formal complaint and any supporting documentation will be kept in the employee relations files and can only be accessed by the Departmental Director of Human Resources, and those that need the file for investigative purposes. Only in the event of discipline will any record of the complaint be kept on the applicable personnel file.

Step 3 - Resolution & Corrective Action

a) Remedies

Each case will require individual and impartial consideration. Remedies may include a range of actions. The complainant shall be given an opportunity to provide a written explanation of how this experience has affected him/her. This will be considered by the investigative team before a recommendation is made to the employer. The employer will make every reasonable effort to remedy the effects of the harassment and to ensure a positive work environment free from harassment.

After reviewing the report submitted by the Investigative Team, the Deputy Head or Chief Executive Officer will consult with the Public Service Commission and Departmental Management, and will determine, the corrective measures to be taken. Other remedial or disciplinary measures will follow when necessary.

b) Mediation

When appropriate or requested, the Investigative Team will initiate a mediation procedure through Employee Assistance Program, which is the recommended avenue of resolution. Consensual mediation will require the agreement of the complainant and the respondent.

- The mediation process and resolution will be kept strictly confidential by all participants;
- Where a resolution is reached, the complainant and the respondent must agree in writing to the resolution, and the matter will then be considered concluded.

The referral should, where possible, include a written statement from the complainant and the respondent, which succinctly outlines the issue(s) in dispute.

c) Discipline

Any disciplinary action taken will be based on the circumstances surrounding the situation and the severity of the behavior. Penalties can be very serious. In appropriate cases, suspension or dismissal can occur. In all cases where an employee is disciplined, documentation will be placed in the employees personnel file.

Circumstances which could result in disciplinary action include, but are not limited to:

- a finding that harassment has occurred;
- inaction of an employee with supervisory or managerial responsibilities who is aware of a situation of harassment;
- a threat or retaliation against a person who lodges an informal or formal complaint of harassment, or who assists in any way with the administration of this policy;
- a false allegation of harassment that is made in bad faith or is retaliatory in intent.

Step 4 - Written Decision

The investigative team shall forward a written report to the Deputy Minister and Human Resources Manager and to the Director of Employee Relations of the Public Service Commission. The employer will notify the complainant and the respondent of the results of the investigation and will consult with the Public Service Commission on the implementation of recommendations. The union will be notified of the results of the investigation when a corresponding grievance has been filed.

9.03 Appeals

Appeals can be made through the grievance procedure of the applicable Collective Agreement, to the Departmental Deputy Minister, or to the Director of Classification and Employee Relations of the Public Service Commission, if the employee is an excluded staff member. In the event of a conflict with the Deputy another Department head will be appointed to hear the grievance.

If harassment is based on one of the grounds of discrimination prohibited under the Provincial Human Rights Act, employees have the right to file a complaint with the Prince Edward Island Human Rights Commission.

P.E.I. Policy for the Prevention and Resolution of Harassment in the Workplace

FORMAL HARASSMENT COMPLAINT FORM FOR EMPLOYEES

Name:
(Complainant) _____

Name:
(Respondent) _____

Department: _____

Department: _____

Position Title: _____

**Relationship to
Complainant:** _____

Phone: _____

Phone: _____

Incident Details

Date of Incident: _____

Witness(es): _____

Description of Incident: *(Use back of form if necessary)*

Steps Taken to Resolve the Incident: *(Use back of form if necessary)*

Complainant's Signature:

Date:

Received by:

Date:

Title:

Completed form should be placed in an envelope marked "Confidential" and submitted to the Deputy Head or Chief Executive Officer, with a copy to the Director of Classification and Employee Relations, P.E.I. Public Services Commission.

SECTION 7

HUMAN RIGHTS

7.02 DIVERSITY AND EQUITY POLICY

AUTHORITY: TREASURY BOARD
CIVIL SERVICE ACT
P.E.I. HUMAN RIGHTS ACT

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS / AGENCIES

Sub-Section 7.02 Diversity and Equity Policy	Date 25 October 2002	Page 1 of 6
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1. PURPOSE

- 1.01 The purpose of this policy is to support an innovative and inclusive workforce which, at all levels, is representative of the diverse population it serves, which recognizes, respects and accommodates “diversity of individuals” as a basic human right and makes use of the full range of talents and perspectives available to the business of government.
- 1.02 The goal of this policy is to define the roles and responsibilities for diversity promotion to create a workplace that reflects and is representative of the province’s diversity.
- 1.03 The objectives of this policy are:
- a) to raise awareness and understanding of the value of diversity;
 - b). to identify and change policies, procedures and practices that have an adverse effect on designated group members;
 - c) to increase opportunities for qualified members of the designated groups to obtain meaningful employment within the public service; and
 - d) to fully utilize the diverse range of skills, knowledge and perspectives.

2. APPLICATION

- 2.01 The application of this policy is referenced to the schedules of the *Financial Administration Act* (reference section 3.01 of *Treasury Board Policy and Procedures Manual*) and applies to the following departments and agencies which are under the authority of the *Civil Service Act*:
- Schedule “A” - Departments (except the Legislative Assembly)
 - Schedule “B” - Crown Corporations as follows:
 - Prince Edward Island Employment Development Agency
 - Prince Edward Island Liquor Control Commission
 - Prince Edward Island Museum and Heritage Foundation

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2.02 While this policy does not specifically apply to other crown corporations listed in Schedule “B” and reporting entities listed Schedules “C” and “D”, the spirit and intent of the policy should serve as a guideline for those corporations in developing their own internal policies.

3. PRINCIPLES

3.01 The Province of Prince Edward Island is committed to:

- a) valuing and welcoming diversity in its staff and clients and building a workforce that is free from all forms of harassment and discrimination;
- b) equitable opportunities to employment and promotions based upon qualifications;
- c) creating and providing quality services that are inclusive, innovative and flexible in meeting public needs; and
- d) monitoring, reporting results and ensuring accountability of all departments for the implementation of the diversity policy.

4. DEFINITIONS

4.01 **Adverse Effect** means the effect of an employment practice or process which excludes any designated group from employment opportunities or creates inequality in the workplace.

4.02 **Departmental Diversity Plan** refers to a component of the departmental human resource plan which is focused on goals and activities to achieve diversity within its workforce.

4.03 **Designated Groups** are the groups who have experienced employment disadvantage in the past and are currently under represented in the workplace. These groups include, but are not limited to:

- a) **Aboriginal peoples:**
An Aboriginal person is a North American Indian or a member of a First Nation, Métis, and Inuit. North American Indians or members of a First Nation include status, treaty or registered Indians, as well as non-status and non-registered Indians.

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Status Indians are persons of Aboriginal ancestry who are registered as Indians according to *The Indian Act*.

Non-status Indians are Indian people or those who are descendants of Indian people, who have lost the right to be registered as Indians defined by *The Indian Act*, but who identify with the Indian community culturally and/or linguistically.

Métis are people who have Aboriginal ancestry, those who self-identify as Métis, and those who are recognized by the Métis Nations.

Inuit are the Aboriginal inhabitants of Northern Canada.

b) **Persons with Disabilities:**

A person who has a long term or recurring condition or health problem which limits the kind or amount of activity that he/she can do in the workplace; or

believes that he/she is perceived by others as limited in the kind or amount of work which he/she can do because of a physical, mental, sensory, psychiatric or learning impairment.

c) **Members of Visible Minorities**

Members of visible minority groups are persons other than Aboriginal peoples, who are non-white in color/race regardless of place of birth. They are a diverse group. Examples of these groups include those whose ancestry is: African, Arabic, Chinese, Japanese, Filipino, Korean, West Asian, Pacific Islanders, East Asian, South/Southeast Asian and Latin American.

d) **Women in Leadership and Management and Women and Men in Non-Traditional Occupations**

The distribution of women and men in the public service generally reveals a pattern of women working in support and service roles and men in leadership and decision making roles.

Participation in occupations reveals similar clustered patterns of men and women in technical and professional careers. Both these conditions are the result of stereotypes about the kinds of work thought to be appropriate for women and men.

4.04 **Diversity** refers to the recognition and acknowledgment of individual

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differences. An organization participating in diversity management seeks to provide equitable treatment for all employees. The organization does this by moving past equal treatment where differences are ignored, to equitable treatment where differences are recognized, acknowledged and valued.

- 4.05 **Employment Equity** means positive measures focused on preventing and/or correcting discriminatory employment practices that affect the workforce representation rates of Aboriginal peoples, persons with disabilities, visible minority communities and women in management and non-traditional occupations.
- 4.06 **Systemic Discrimination** is discrimination resulting from policies, practices and procedures that have disproportionate effects on different groups of people with shared identities, such as race, age, disability and/or gender. Institutional barriers, such as inappropriate hiring practices or unrealistic job qualifications, may have the unintentional effect of excluding specific groups.

5. **POLICY ROLES AND ACCOUNTABILITIES**

5.01 **PEI Public Service Commission will:**

- a) Provide leadership, in consultation with the Departments and the Union of Public Sector Employees, in the coordination and implementation of a corporate diversity strategy and related research;
- b) Develop and deliver educational and training programs and work in consultation with the Union, to raise understanding and awareness of workplace diversity issues;
- c) Provide planning, technical advice and support to departments for the development of employment equity and diversity plans within their organizations;
- d) Review policies, procedures and practices to identify any areas that have systemic discriminatory effects on designated groups and to remove these;
- e) Design and implement, in consultation with departments, a system to monitor representation of designated group members in the public sector;

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- f) Work with community organizations representing designated groups to promote the understanding of the value of diversity within the public sector;
- g) In consultation with the union and departments, establish special initiatives, measures and support programs providing employment opportunities to designated group members;.
- h) Develop and maintain a communication strategy related to diversity;
- i) Develop a corporate diversity plan with departments and maintain a provincial database of designated group members seeking employment;
- j) Report annually to the Minister Responsible for the Public Service Commission on the corporate initiatives and progress of the diversity policy.

5.02 Departments will:

- a) Develop diversity objectives, consistent with this policy, within their strategic and human resource plans;
- b) In conjunction with the Public Service Commission, establish and maintain diversity statistics on representation and report annually regarding progress;
- c) Designate a representative to serve as a departmental liaison for diversity issues;
- d) Design, develop, implement, monitor and evaluate diversity strategies, based upon the purpose and goals of the Diversity Policy and the needs of the Department;
- e) Develop an annual diversity action plan that includes effective special measures, objectives, time frames and monitoring mechanisms;
- f) Review, identify and amend any departmental policies, procedures and / or practices that have adverse effects on designated group members;

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- g) Allocate appropriate resources for the implementation of the Diversity Policy; and
- h) The Deputy Minister will report annually to the CEO of the PEI Public Service Commission on the progress of the Departmental Diversity Plan.

5.03 Union will:

- a) Provide representation on the Diversity Advisory Committee to enhance workplace diversity;
- b) Educate members about the value of diversity; and
- c) Partner with the Employer in supporting the implementation of the policy and strategic initiatives to promote workplace diversity.

5.04 PEI Diversity Advisory Committee will:

- a) Assist and advise the PEI Public Service Commission regarding this policy and any other matters relating to workplace diversity in the public sector on an ongoing basis;
- b) Oversee and monitor activities and results of the provincial diversity policy; and
- c) Will be comprised of representatives from PEI Public Service Commission, departments, the Union of Public Sector Employees, and Interministerial Women's Secretariat. Where possible, composition of the committee should reflect representation from each of the designated groups and be gender balanced.

6. ENQUIRIES

Diversity and Equity Program
Staffing and Human Resource Planning Division
PEI Public Service Commission

SECTION 8

EMPLOYEE SUPPORT AND DEVELOPMENT

8.01 ORIENTATION

AUTHORITY: CIVIL SERVICE ACT

ADMINISTRATION: P.E.I. PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS / AGENCIES

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1. PURPOSE

1.01 The purpose of this policy is to provide an overview of the benefits of orientation programs for new employees and to outline the proposed content of departmental and government-wide orientation programs.

2. APPLICATION

2.01 This policy applies to all new classified employees of the PEI Government.

3. PRINCIPLES

3.01 A formal orientation program provides an employer with an opportunity to make new employees feel welcome, familiarizes new hires with important information about the organization and hopefully starts off the employment relationship on a positive note.

3.02 It is believed that time spent orientating a new employee will result in having an employee who is able to function effectively and efficiently in a minimum period of time.

4. POLICY

4.01 A planned orientation program will be provided to help all new employees become familiar with Government, their Department and their job.

4.02 An Employee Reference Guide (attachment 5.01) is available to new employees, however this does not replace the necessity of having an employee participate in a formal orientation program.

4.03 Orientation to Department

a) Whether the Department develops its own orientation package or uses the "Orientation Checklist for New Employees- Public Service Commission" (attachment 5.02), it is the responsibility of the immediate supervisor to ensure that new employees receive proper orientation to their new Department. (The Public Service Commission sends out Attachment 5.02 along with a copy of the offer letter to the immediate supervisor when a new employee is hired through the Public Service Commission.)

b) The orientation checklist provides a general outline which can be

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used by any department to orientate a new employee to a worksite. If a department develops its own orientation package, it could include the following:

- i) job description, employment status, organization chart
 - ii) department's annual report
 - iii) Collective Agreement (if applicable) and Government Services Directory
 - iv) copies of government policies ie; Harassment Policy, IT Security, Conflict of Interest, Employee Assistance Program, Innovation Awards Program, etc.
 - v) departmental training guidelines and performance development plans
- c) Other items as deemed appropriate may be included i.e. recycling policy
- d) Departmental H R personnel should plan to provide a modified orientation program to a variety of employee groups who are employed by the department i.e. summer students, seasonal staff, temporary assignments, etc.

5. ATTACHMENTS

5.01 (Attachment - Employee Reference Guide)

5.02 (Attachment - Orientation Checklist for New Employees)

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ATTACHMENT 5.01

PROVINCE OF PRINCE EDWARD ISLAND

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EMPLOYEE REFERENCE GUIDE

AUGUST, 1999

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- The Role of the Public Servant
- Terms and Conditions of Employment
- Conflict of Interest Guidelines
- Workplace Harassment Policy
- Benefits and Pay Deductions
- Statutory Holidays and Leave
- Skills Training and Personal Development

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WELCOME TO THE PEI PROVINCIAL GOVERNMENT

Welcome to the Provincial Government! You are now a member of the dynamic Public Service Team. The goal of our team is to provide PEI with exceptional public service achieved through a committed workforce.

The *Employee Reference Guide* is a quick information guide for the PEI Provincial Government.

Newcomers and experienced employees will find the Reference Guide helpful. It provides an overview of government guidelines, including policies, programs and services. The Reference Guide will also acquaint you with your rights and responsibilities as an employee of the public service.

The book is a general guide, but will also tell you where to find additional information on many services and employee programs. As well, your Departmental Human Resource Office can answer any additional questions you may have.

The Reference Guide is intended to be utilized during an employee's orientation and throughout his/her employment with the public service.

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THE ROLE OF THE PUBLIC SERVANT

Every day Islanders are reminded of Public Service employees' high standards, commitment to service and dedication to the well-being of our province. Together we have ensured that residents of PEI can count on a first class Public Service. As Public Servants we are drawn together through the values we share and our commitment to the social and economic prosperity of our province.

Each individual in the Public Sector of our province plays an essential role in the delivery of quality service to the public. The provincial government values strong leadership, teamwork and respect for clients and employees. We are working to become a leader in all aspects, not just for ourselves, but so that we can better serve Prince Edward Island.

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TERMS AND CONDITIONS OF EMPLOYMENT

Collective Agreement

The Collective Agreement between the Government of the Province of Prince Edward Island and the Prince Edward Island Union of Public Sector Employees outlines the terms and conditions of employment as agreed by these parties. Copies of the Collective Agreement can be obtained from your Departmental Human Resource Office.

Terms and Conditions of Employment for Excluded Employees (Excluded Agreement)

The Terms and Conditions of Employment for Excluded Employees between the Province of Prince Edward Island and Excluded Employees outlines the terms and conditions of employment as agreed by these parties. Excluded employees may obtain a copy of the Excluded Agreement from your Departmental Human Resource Office.

Hours of Work

Hours of work are determined by your collective agreement and departmental policy. The department may authorize varied flex hours provided that employees work their prescribed hours per week as outlined in the Collective Agreement/Excluded Agreement.

Probationary Period

An employee appointed to a classified position is probationary for a period of one thousand (1000) hours.

An employee promoted, transferred or hired from a re-employment list is probationary for a period of five hundred (500) hours. In this case, if an employee fails to meet the requirements of the position he/she will revert to a position equivalent to his/her former position. Employees hired from a re-employment list and who are unsuccessful in the probationary period will be laid off.

Probationary employees should receive periodic evaluations during the probationary period.

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Compensation

Each classification level is based on job duties using an evaluation system with components of skill, effort, responsibility and working conditions. The evaluation is conducted by staff of the Public Service Commission. The salary is determined through negotiations with the Union.

Annual increment increases are granted until an employee reaches the maximum rate of the level. The terms under which an increment increase can be denied are outlined in the Collective Agreement/Excluded Agreement.

Job Description and Classification

All classified positions have written descriptions of their requirements and functions. Job descriptions are approved by departmental management and evaluated against classification standards to determine the appropriate level. These classification standards are consistent throughout the civil service, ensuring all employees are paid fairly.

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CONFLICT OF INTEREST GUIDELINES

Public trust in government depends to a large degree on the honesty, integrity, fairness and good faith of civil service employees. This trust is compromised when an employee's interest and the public interest conflict.

Guidelines have been developed with an aim to strike a balance between protection of the public interest and protection of the employee's interest. The performance of an employee's official duties must not be compromised by private or personal interests. The overriding interest to be served is always the public interest.

Conflict of interest exists in any situation in which an employee either for himself/herself or some other person(s), attempts to promote a private or personal interest which actually or apparently:

- a) interferes with the objective exercise of the employee's duties in the civil service
- b) is advanced or enhanced because of the employee's position with the government

Each employee is responsible for taking the necessary actions to prevent conflicts of interest from arising and resolving those that do arise.

All employees are required to complete a declaration which identifies areas of potential conflict. These statements are reviewed by the Deputy Head. The responsibility for determining whether or not an employee is in conflict of interest rests with the Deputy Head.

If you have any questions on the Conflict of Interest Guidelines, contact your Deputy's office or your departmental Human Resources office.

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WORKPLACE HARASSMENT POLICY

The Workplace Harassment Policy for the Civil Service recognizes the right of employees, public service clients and anyone whose care or security is entrusted to the Government to be free from harassment in the workplace. It confirms the commitment of Government to provide a workplace in which all persons can expect to be treated with dignity and respect. The Workplace Harassment Policy defines three types of harassment: Personal Harassment, Sexual Harassment and Abuse of Authority.

Questions related to this policy should be directed to your Departmental Human Resource Manager or the Public Service Commission.

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BENEFITS AND PAY DEDUCTIONS

Upon commencement of your employment with the Civil Service, your departmental payroll officer will provide you with a number of booklets detailing information on most of the following mandatory pay deductions:

Income Tax

The amount of income tax deducted from an employee's biweekly pay cheque is based on anticipated taxable income and the corresponding federal and provincial tax rates. If employees have income from other sources and wish to have additional tax deducted from their pay cheque (to avoid paying additional money when filing a personal tax return), they should contact the Payroll Officer/Clerk in their department.

Employment Insurance

Under the Employment Insurance Act, all employees are required to contribute premiums to the EI fund. Employers must also make a contribution on the employee's behalf.

Canada Pension Plan

All employees over the age of 18 and under the age of 65 who earn more than the minimum basic exemption, are required to pay into the Canada Pension Plan. Deductions may continue to age 70 if an employee does not apply for a Canada Pension prior to that time.

This plan provides retirement and disability pensions, benefits for children of disabled contributors, pensions to surviving spouses, orphans' benefits and lump-sum death benefits. For further information, please contact the Canada Customs and Revenue office of the Federal government.

Pension Plan

Permanent full-time and part-time employees as well as temporary employees with two years continuous service appointed under sub-section 10(4) of the Civil Service Act must contribute to the Civil Service Superannuation Plan. Contact the Employee Benefits division of the Public Service Commission for further information about pension plans. Inquiries may be directed to

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the following e-mail address:" pensions civil service ".

FOR EACH OF THE FOLLOWING THREE PLANS EMPLOYEE ELIGIBILITY WILL BE DETERMINED BY THE DEPARTMENTAL HR OFFICE

Basic Life and Basic Accidental Death and Dismemberment Insurance

Eligible employees must contribute to the Basic Life and the Basic Accidental Death and Dismemberment Insurance plans. Note: Additional optimal coverages are available. Contact Johnson Inc. Insurance for further information.

Long Term Disability Insurance

Eligible employees are required to contribute to the Long-Term Disability Plan. The plan is designed to provide disability income for employees who are unable to work due to illness or injury. Contact Johnson Inc. Insurance for further information.

Blue Cross Medical and Dental Care Plan

Eligible employees may enroll in the Medical and/or Dental Care Plan. Blue Cross also offers optional Travel Benefits. Contact Johnson Inc. Insurance for further information.

Union Dues

All employees included in the bargaining unit must pay union dues. The amount is determined by their bargaining agent and is automatically deducted monthly from pay cheques and remitted to the union.

Voluntary Deductions

An employee may request to have any of the following deducted from his/her pay cheque:

- Canada Savings Bonds
- United Way Donations
- Departmental Social Funds
- Computer Purchase Loan Repayment (This program is offered only on a periodic basis)
- Auto Insurance provided by Johnson Inc. Insurance.

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STATUTORY HOLIDAYS AND LEAVE

There are 11.5 paid holidays each year. For office based employees, if a holiday falls on a scheduled day off (Saturday or Sunday), your holiday is moved to the following workday.

Current designated paid holidays are:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Eve Afternoon
Canada Day	Christmas Day
Boxing Day	

One additional day is provided each year. This day is determined by the Employer, in consultation with the Union.

Leave

Leave is an "approved absence" from work which may be paid or unpaid. Listed below are some types of leave that can be requested by employees. For full information about leave, consult your collective agreement/excluded agreement or your supervisor. The following are examples:

- Vacations
- Sick Leave
- Bereavement
- Birth or Adoption of a Child
- Serious Illness in the Family
- Union Business
- Elections

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SKILLS TRAINING AND PERSONAL DEVELOPMENT

Performance Development

The Performance Development system places emphasis on employee development. Performance Development is an ongoing process which enables employees and supervisors to work together to establish goals and involves supervisors in coaching employees to success. At least annually, you and your supervisor develop a performance development plan for the upcoming year and review the results of last year's plan.

Every employee should attend a performance development orientation session before beginning the process. Probationary employees should receive at least two written evaluations during the probationary period.

Employee Development and Training

The provincial government is committed to the development of their human capacity and is interested in the personal and professional development desired by the individuals within the organization. The provincial government is dedicated to its people and their capacity to learn.

The Learning Centre, located at 180 Richmond Street in Charlottetown, offers a variety of employee development opportunities including:

- In-service training in areas such as: communication, supervision, human relations, problem solving, leadership, etc.
- Career counselling

The Learning Centre specializes in providing learning experiences that are unique to the needs of a group or work unit. The centre designs and delivers workshops tailored to the situational needs of the group.

The Learning Centre distributes e-mail notices on a regular basis outlining the above programs.

Employees can attend training sessions by filling out a request for training form (available from your departmental HR office) and forwarding it to the Registrar, The Learning Centre.

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For more information concerning training and development programs you may contact your departmental HR office or The Learning Centre at 368-4164.

Awards

Employee Innovation Award Program

This is a program to encourage and recognize employee ideas that will reduce costs, improve service or result in significant improvement to workplace safety and wellness.

Long Service Award

Awarded to employees after 20, 25, 30 and 35 years of continuous service.

Employee Assistance

The Employee Assistance Program (E.A.P.) offers confidential assistance to employees whose job performance is (or has potential to be) adversely affected by personal problems. It is intended to assist with the resolution of personal problems, which may result in improved job performance.

All probationary and permanent employees, as well as all other employees with six months continuous service can access the program.

E.A.P. can either be self initiated or employer initiated. The decision to participate in E.A.P. must always be VOLUNTARY. When an offer of assistance is made, it is neither compulsory nor mandatory to accept the offer.

Province wide access is available by phoning the E.A.P. office at 368-5738 in Charlottetown or toll free 1-800-239-3826 outside of Charlottetown during normal government work hours. EAP staff will travel across the province and meet with any employee at a mutually convenient time and place.

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Occupational Health and Safety Program

The purpose of the Occupational Health and Safety Program is to stimulate among employees a commitment to safety which is reflected in every activity they undertake. When this is accomplished, favourable safety performance inevitably follows, with a corresponding reduction in human misery, lost productivity and expenditures.

It is the responsibility of each employee to take reasonable care to protect his or her safety and that of other workers present at the workplace and cooperate with the employer in accordance with the *Occupational Health and Safety Act* and the Occupational Health and Safety Program guidelines.

It is also the employee's responsibility to report workplace hazards to the supervisor and Occupational Health and Safety Committee and report all accidents promptly and accurately to the supervisor.

The Occupational Health and Safety Program is administered by the Public Service Commission. The program coordinator can be contacted at 368-4189 and the Safety Officer at 368-5820.

Employment Opportunities

The authority for staffing positions within the civil service comes from the Civil Service Act. The collective agreement between the Province and the Union of Public Sector Employees outlines the staffing process to be used in staffing classified positions and temporary assignments.

As specified in the Civil Service Act and the collective agreement, positions may be advertised in-department, in-service, or open to the public. Job postings are displayed on bulletin boards within the relevant department for an in-department posting and on bulletin boards throughout government for in-service and open competitions. Open competitions are also advertised in local papers and posted on the internet.

The Act and collective agreement outline the eligibility for the various types of competitions.

The selection process for these competitions is based upon the merit principle, which an evaluation of applicants' qualifications, relative ability, knowledge, and skills to perform in the specific position.

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Departments have the authority to staff their temporary assignments, while the Public Service Commission shall be involved in the staffing of all classified positions.

Employees are advised to watch the bulletin boards on a regular basis or check the intranet for employment opportunities for which they are qualified, eligible and interested.

The civil service offers a broad spectrum of services, with many career opportunities for employees.

Applications for employment may be obtained from your departmental HR office, Access PEI offices and the Public Service Commission office. Applicants can also apply on-line.

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**GOVERNMENT OF PRINCE EDWARD ISLAND
PUBLIC SERVICE COMMISSION
Orientation Checklist for New Employees**

Employee Name: _____

Department: _____

Date: _____

Prior to Employee's Arrival	Initial
1. Ensure space and equipment are available and arrange for computer sign on	_____
2. Notify staff in advance of employee's arrival date and duties	_____

Term of Employment Commences

3. Greet new employee and outline orientation	_____
4. Describe the structure of the department	_____
5. Introduce new employee to fellow workers	_____
6. Familiarize the employee with the:	
a. Workplace	_____
b. Fire Exits/Alarms	_____
c. First Aid Location and Contact	_____
d. Parking	_____
e. IT Security Coordinator	_____
f. Confidentiality	_____
g. Keys/Combinations to Offices/Desks	_____
7. Review job description with the employee	_____
8. Explain expectations as to:	
a. Performance of duties	_____
b. Work behaviour and attitude	_____
c. Probationary period and performance reviews	_____

- d. Attendance and punctuality _____
 - e. Handling confidential information _____
 - f. Dealing with the public _____
 - g. General appearance _____
9. Explain working conditions:
- a. Hours of work and shift schedules _____
 - b. Vacation and sick leave _____
 - c. Lunch breaks _____
 - d. Rest breaks _____
 - e. Personal telephone calls _____
 - f. Overtime _____
 - g. Reporting absence from work _____
 - h. Smoking in the work place _____
 - i. Scent reduction policy _____
10. Explain salary and employee benefits plans:
- a. "Civil Service Superannuation Fund" brochure _____
 - b. "Public Sector Group Insurance Plan" booklet _____
11. Complete employee records:
- a. Oath of Office _____
 - b. Access Authorization Form _____
 - c. TD1 and Union Registration _____
 - d. Group Insurance Card _____
 - e. Acceptable Use Policy for Computer Resources _____
 - f. Telework Agreement (if applicable) _____
 - g. Portable Computer Agreement (if applicable) _____
12. Provide a copy and review with the employee the various policies:
- a. Workplace Harassment _____
 - b. Conflict of Interest _____
 - c. Minimum IT Security Standards _____
 - d. Recycling Policy _____
 - e. Occupational Health and Safety _____
 - f. Diversity and Equity Policy _____
13. Ensure the employee has received a copy of:
- a. "Employee Reference Guide" _____
 - b. "Security Handbook" _____
 - c. "Employee Innovation Awards Program" brochure _____

Employee's Signature

Supervisor's Signature

Please return to the departmental Human Resource Contact within one week of a new employee's start date.

SECTION 8

EMPLOYEE SUPPORT AND DEVELOPMENT

8.02 PERFORMANCE DEVELOPMENT PLANNING

AUTHORITY: CIVIL SERVICE ACT

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS / AGENCIES

Sub-Section 8.02 Performance Development Planning	Date 25 October 2002	Page 1 of 16
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1. PURPOSE

1.01 There are four primary purposes to Performance Development:

- a) Relating the work of the employee to the strategic direction of the organization,
- b) Establishing a work plan with specific goals for the employee,
- c) Career and professional development of the employee, and
- d) Review and feedback on employee performance

2. APPLICATION

2.01 This policy applies to departments and agencies covered by the *Civil Service Act*.

3. POLICY

3.01 Performance Development Plans are to be completed at least every 12 months with all employees, but may be completed more frequently, if required. The Performance Development Process is a participatory process for all employees, linking an individual's work plans and performance to the overall vision of the organization. The focus is on fostering open communication, being proactive, responding to difficulties in a timely manner through a problem solving approach, and recognizing success. Individual and organizational goals are mutually compatible within a work environment dedicated to helping people who are already good at their jobs and striving to perform even better.

3.02 The Performance Development Process is not an event, or a series of events; it is an ongoing cycle that needs to be used year round.

3.03 The Performance Development cycle consists of three parts:

- Planning
- Review
- Coaching

3.04 Probationary employees must be provided with periodic reviews during

Sub-Section 8.02 Performance Development Planning	Date 25 October 2002	Page 2 of 16
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the probationary period. (See attachment 5.01)

4. PROCEDURES

4.01 Vision

- a) The first phase of Performance Development involves Performance Planning where the supervisor and employee engage in a discussion on the vision of the organization, who the clients are, and the primary responsibilities of the position. It is important that there is a common understanding so that efforts can be focused towards the fulfilment of the organizational vision.
- b) This section of the Performance Plan is meant to reinforce the understanding of the work unit's vision by asking how this position contributes to its achievement.

4.02 Clients

- a) Clients are people who benefit from the services of Government and may be internal or external.
- b) This is an important step because, by identifying who is on the receiving end of services, it is more likely that the unique needs of the customers will be anticipated and focused on.

4.03 Primary Work Responsibilities:

- a) Ideally, four to six primary responsibilities for the position should be identified. Primary responsibilities must focus employees' activities to provide clients with the highest quality service. Agreement must be reached between the supervisor and the employee on these primary responsibilities before proceeding to the work plan.
- b) The following guidelines will assist in the identification of primary responsibilities:

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- i) They will not necessarily cover the entire job, but will identify the critical few areas where priority effort should be directed.
- ii) They will not represent activities but rather areas within which activities will occur.
- iii) They will identify all major areas within which the employees are expected to invest time, energy and resources.

EXAMPLES:

Manager - Primary Tasks

- 1. Human Resource Management
- 2. Financial Management
- 3. Project Management
- 4. Branch Teamwork

Snow Plow Operator - Primary Tasks

- 1. Snow removal in assigned area
- 2. Equipment Maintenance
- 3. Safe and effective vehicle operation

Clerk - Primary Tasks

- 1. Client reception and registration
- 2. Maintenance of filing system
- 3. Report preparation
- 4. Meeting and seminar coordination

4.04 Core Competencies or Skills

- a) Each position has a set of core *competencies* or skills required to perform the work of the position at a satisfactory level. The supervisor and employee should discuss what these skills or competencies are so that there is a common understanding. These competencies will be expected in the performance of the employee and will be reviewed at the end of the Performance Development cycle.

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- b) Examples of personal skills or competencies may include:
- client focussed service delivery
 - team approach
 - maintain confidentiality
 - treat clients/public/co-workers with courtesy and respect
 - participate as a team member
 - manage time effectively
 - communication skills
 - employ safe working practices
 - results orientation
 - adapt to change
 - supervise staff
 - demonstrate punctuality and reliability
 - other job-specific skills

4.05 Professional and Career Development

- a) With the many changes that exist in the work world today, it is vital that employees stay current so that they can provide the best possible service to the citizens of the province. Enhancing the professional and career development of employees requires a joint commitment from the employee and the management of the organization.
- b) Employees are expected to identify any career aspirations they have. This may involve further development in their current position, or employees may be interested in developing their career so they may move to another level, or another field of employment within the public sector. Individual employees and organizations can both benefit from a focus on career development.
- c) Employees are asked to identify specific learning opportunities. This could include courses, as well as projects or temporary assignments.

4.06 Work Plan: Goal Setting

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- a) A significant activity in the planning phase is the development of a work plan for the upcoming review period. The work plan is developed jointly without supervisor and many relate to:
- primary work responsibilities
 - areas requiring improvement
 - career or professional development goals
 - organizational goals
- b) It is important to remember that the achievement of goals is a cooperative effort between employees and their supervisor. Both of these parties have a role to play.
- c) Goals are best stated in measurable terms and should be reviewed periodically during the Performance Development Cycle. Additional goals may be identified during the cycle and should be added to the Performance Development Plan.

Remember that goals should meet the following criteria:

- S - Specific
- M - Measurable
- A - Achievable
- R - Relevant
- T - Time specific

4.07 Organizational Improvements

- a) This section gives employees an opportunity to make suggestions for improvements or changes to the way the work is done or the way the unit operates.

4.08 Performance Coaching

- a) This is an important phase of the Performance Development Process. Employees need regular ongoing feedback on their performance. Coaching to improve performance should occur informally throughout the cycle and formally during interim reviews.
- b) Coaching can happen at any time as employees should expect feedback on their accomplishments or when they need to identify

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and overcome obstacles.

- c) When on-going coaching occurs, good performance is recognized and issues surrounding our expected performance can be addressed as necessary. Positive reinforcement is the most effective means of obtaining desired results.

4.09 Performance Review

This is the final phase in the performance development process. It is meant to be a summation of interim reviews. There should be no surprises at performance review time. This formal review should be completed at least annually but may be completed more frequently, if required.

4.10 Interim Reviews

Supervisors may conduct interim reviews during the performance cycle to review and document any changes to the work plan. This may also provide an opportunity for formal feedback.

4.11 Annual Review Meeting

The date for the review meeting should allow both the supervisor and employee time to prepare. Prior to the review meeting, the supervisor and employee should individually review the work plan and make notes on the results achieved.

The review meeting is an opportunity for us to discuss our performance during the year and to discuss the results of the work plan.

Successful review meetings should include:

- a positive safe environment free from interruptions
- an assessment of our performance based on the work plan
- specific feedback, reinforcement and coaching for improvement
- open, two-way communication

4.12 Written Review

Once the results of the work plan have been determined, the supervisor

Sub-Section 8.02 Performance Development Planning	Date 25 October 2002	Page 7 of 16
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should summarize these results in the *results achieved* section of the work plan from the previous work plan.

The review should also identify factors which may have affected the results of the work plan.

(i) Supervisor's Comments

Supervisors will provide a summary of the overall performance. Supervisors will comment on how the work plan unfolded and summarize achievements.

(ii) Employee's Comments

Employees are given an opportunity to comment on the performance review in the employee's comments section.

(iii) Deputy Head, C.E.O., or Designate's Comments

The completed Performance Development Plan document is sent through the appropriate channels to the deputy head, C.E.O., or designate for signature. Any comments made by the deputy or designate must be shared with employees.

(iv) Distribution of the Completed PD Plan

A copy of the completed signed Performance Development Plan is to be provided to the employee and a copy is placed in the employee's personnel file.

5. ATTACHMENTS

- 5.01 Attachment - Probation Report
- 5.02 Attachment - PD Plan

PROBATION REPORT
(Instructions on Reverse)

EMPLOYEE		POSITION
DEPARTMENT/AGENCY	DIVISION	DATE OF APPOINTMENT
DATE OF REVIEW	PERIOD COVERED	

WHEN MEETING WITH THE EMPLOYEE:

- 1) State and discuss the primary responsibilities of this position.
- 2) Set review dates to discuss progress, assigned tasks and/or identified areas requiring improvement.

Ratings: 1. Needs Improvement 2. Satisfactory 3. Very Good 4. Exceptional

1. QUALITY AND QUANTITY RATING
 Ability to Meet Deadlines _____
 Ability to Accomplish Assigned Tasks _____
 Supervision Required _____

COMMENTS: _____

2. RELATIONSHIP AND COOPERATION RATING
 With Clients _____
 With Peers _____
 With Supervisors _____

COMMENTS: _____

3. WORK HABITS RATING
 Regularity of Attendance _____
 Punctuality _____
 Use of Equipment and Supplies _____

COMMENTS: _____

4. COMMUNICATION SKILLS RATING

COMMENTS _____

5. ADAPTABILITY RATING
 Ease in Learning New Methods _____
 Ease in Following Directions _____
 Ability to Work Under Pressure _____
 Problem-Solving Ability _____

COMMENTS: _____

Date

Supervisor's Signature

375 hours

750 hours

1000 hours

C) Identify training/learning opportunities to assist the employee in completing assigned tasks and addressing areas requiring improvement.

EMPLOYEE'S COMMENTS

Date

Signature

REVIEWER'S COMMENTS AND RECOMMENDATION

Date

Signature

DEPUTY HEAD RECOMMENDATION

(to be completed at the end of the probationary period)

Grant Permanent Status YES NO

Date

Signature

INSTRUCTIONS

GENERAL

The probationary period is an integral part of the selection process, and should be used to determine whether the employee is to continue in their probationary period, be granted permanent status, or have employment terminated.

REFERENCE

Civil Service Act, Regulations Part IV

INSTRUCTIONS

1. The supervisor shall assess the performance of the probationary employee at the specified intervals.
2. A completed copy of the report is to be forwarded to the Departmental HR Section.
3. Although most employees successfully progress through their probationary period, there are instances where employees are not suitable. When a likely rejection becomes apparent, advice should be sought from the Departmental Human Resources Manager.
4. Rejection may occur at any time during the probationary period, but should normally occur only as the final step in a series of assessments of the employee's performance.

SECTION 8

EMPLOYEE SUPPORT AND DEVELOPMENT

8.03 FRENCH LANGUAGE TRAINING

AUTHORITY: CIVIL SERVICE ACT/REGULATIONS

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION

Sub Section 8:03 French Language Training	Revised Date 01 October 2002	Page 1 of 4
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1. PURPOSE

1.01 The purpose of this policy is to provide information on the French Language Training programs provided through the Language Training Centre of the PEI Public Service Commission.

2. APPLICATION

2.01 This policy applies to employees of the classified and casual divisions of the P.E.I. Government.

3. POLICY

3.01 The French Language Training Program (FLTP) offers learning opportunities in a variety of formats for bilingual and non bilingual employees. The goal of the centre is to maintain and improve the quality of French offered through provincial government services to the public and to provide development opportunities in learning French for all government employees. The curriculum is based on the Language Training Canada Program and uses a communicative approach effective for use of French on the job as well as in social contexts.

3.02 Employees may apply at any time for the part-time basic conversation program which takes place over two semesters; September to December and January to April. The training is free. There may be a small fee for materials. Each semester provides a total of 56 hours for Basic and 23 hours for Maintenance.

3.03 Daytime beginner courses are advertised on a regular basis throughout the year to assist government employees with the Active Offer of Services as part of the French Language Services Implementation.

3.04 Advanced programs are also provided to maintain and extend the oral and written skills of bilingual employees.

3.05 To apply for most courses, the employee must submit an application (attachment 4.01) to the French Language Training Centre.

3.06 Supervisor approval is not required for courses offered on employee time, but is required for employees wishing to take the Basic Program on a shared time basis, 50/50 split of employee/employer time.

Sub Section 8:03 French Language Training	Revised Date 01 October 2002	Page 2 of 4
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- 3.07 Supervisors and Managers may use the Government Priority Levels listed on the application form as a guide in deciding to grant attendance on government time. The total commitment over one semester of the Basic Program is 56 hours with the employer committing 28 hours of work time over 14 weeks on the split format. Granting this time for motivated employees can be considered an investment by government as it strives to bring up the level of French services being offered across the province.
- 3.08 Managers may consult the French Language Training Centre for assistance in meeting specialized training needs of bilingual employees. Managers should give priority to provide this training on government time and understand that there may be associated costs to their Department. It should also be noted that FLTP is not the only source of training. The Centre can assist managers in identifying available options.
- 3.09 Finally, where there exists a group of employees within a specific work unit, the Centre can tailor a course to the group using vocabulary and work situations from that field. Health and tourism are good examples where this has worked well.

4. **ATTACHMENTS**

- 4.01 (attachment - Language Training Centre Registration Form)

Language Training Centre / Centre de formation linguistique
Registration Form for Part-Time Programs
Formule d'inscription pour les programmes à temps partiel

Please print clearly / Veuillez écrire lisiblement S.V.P.

Name: <i>Nom :</i> _____	
Department or Organization: <i>Ministère ou organisme :</i> _____	
Address for correspondence: <i>Adresse de correspondance :</i> _____	
Job title: <i>Titre du poste occupé :</i> _____	
Work phone: <i>Tél. (travail) :</i> _____	Home phone (optional): <i>Tél. (domicile) (facultatif) :</i> _____
If you are applying for the first time, check this box: <i>Si vous vous inscrivez pour la première fois, cochez cette case :</i>	
<input type="checkbox"/>	If yes, you will be contacted for a placement interview prior to the start of classes. <i>Si oui, on vous téléphonera pour prévoir une entrevue de classement avant le début des classes.</i>

If you were in the program last year, what level did you most recently complete? <i>Si vous étiez inscrit(e) au programme l'année passée, quel est le dernier niveau que vous avez complété ?</i>	

Where do you prefer to take your training? <i>Où préférez-vous suivre votre formation ?</i>	<input type="checkbox"/> Charlottetown <input type="checkbox"/> West Prince / Prince-Ouest
	<input type="checkbox"/> Summerside <input type="checkbox"/> Kings / Comté de Kings
For which program are you applying? / À quel programme vous inscrivez-vous ?	
<input type="checkbox"/> Parlez-vous (1 day workshop) <i>Parlez-vous (atelier d'un jour)</i>	<input type="checkbox"/> Basic conversation program <i>Cours de base de la conversation</i>
	<input type="checkbox"/> Maintenance of oral proficiency <i>Maintien de la compétence orale</i>

For Provincial Government employees: / Section réservée aux employé(e)s du gouvernement de l'Î.-P.-É. :

Supervisor's name: <i>Nom de votre superviseur(e) :</i> _____	Signature: <i>Signature :</i> _____
(Signature necessary for courses taken on government time) (Signature obligatoire pour assister aux classes qui ont lieu durant les heures de travail)	
Training priority level (see reverse): <i>Niveau de priorité pour la formation linguistique (voir au verso) :</i>	1 2 3 4

For Federal Government employees: / Section réservée aux employé(e)s du gouvernement du Canada :

Contact person: <i>Personne contact :</i> _____	Telephone: <i>Téléphone :</i> _____
Training approved: <i>Formation approuvée :</i> _____	_____
Signature / <i>Signature</i>	Date / <i>Date</i>
Certified funds are available pursuant to Sec. 32(1) FAA: <i>Certification de la disponibilité des fonds aux termes de</i>	_____
<i>l'article 32(1) LGDP :</i>	Signature / <i>Signature</i> Date / <i>Date</i>

Important: / Important :

A minimum of 8 people is required to open a class. / *On exige un minimum de 8 participants pour établir une classe.*

For best results, we strongly recommend an overall attendance of 80%. If you are enrolled in a class and must discontinue, please inform the central office at 368-4193 as soon as possible. Most courses have waiting lists.

Pour garantir le succès du cours, nous vous suggérons fortement d'assister à au moins 80 % des classes. Si vous êtes inscrit(e) à un cours et que vous devez l'abandonner, veuillez en informer le bureau central, au 368-4193, aussitôt que possible car il existe une liste d'attente pour la plupart des cours.

_____	_____
Employee's signature / <i>Signature de l'employé(e)</i>	Date / <i>Date</i>

SEND TO:
 Language Training Centre
 PO Box 2000
 Charlottetown, PE C1A 7N8
Fax: 368-5063
For more info:
Tel.: 368-4193
 dmlavoie@gov.pe.ca

À ENVOYER AU :
 Centre de formation linguistique
 CP 2000
 Charlottetown (Î.-P.-É.) C1A 7N8
Télec. : 368-5063
Renseignements :
Tél. : 368-4193
 dmlavoie@gov.pe.ca

PRIORITY LEVELS

(For Provincial Government Employees)

In order to help agencies and departments assess their training needs, priority levels for French language training have been established, as follows:

Priority Level 1

An employee whose position is designated bilingual.

OR

An employee whose position is in the same classification level and division as one which has been designated bilingual and has not yet been filled with a bilingual incumbent.

Priority Level 2

An employee whose position within a division supports and complements an existing bilingual position.

OR

A manager whose division has designated bilingual positions.

Priority Level 3

An employee whose position, although not related to a bilingual position as above, might be called from time to time to serve the public in both official languages.

Priority Level 4

An employee who wishes to receive French language training for career purposes within the Prince Edward Island Government.

NIVEAUX DE PRIORITÉ ***(pour le personnel du gouvernement provincial)***

En vue d'aider les agences et les ministères à évaluer leurs besoins en matière de formation, les niveaux de priorité pour la formation linguistiques suivants ont été établis :

Niveau de priorité 1

Un employé occupant un poste désigné bilingue;

OU

un employé dont le poste est classifié au même niveau et dans le même ministère qu'un poste désigné bilingue qui n'a pas encore été comblé par un employé bilingue.

Niveau de priorité 2

Un employé dont le poste au sein du ministère appuie un poste désigné bilingue existant;

OU

le directeur d'une division qui compte des postes désignés bilingues.

Niveau de priorité 3

Un employé qui, de par ses fonctions et même s'il n'est pas directement lié au poste désigné bilingue mentionné ci-dessus, peut être appelé de temps à autre à s'adresser au public dans les deux langues officielles.

Niveau de priorité 4

Un employé qui souhaite poursuivre une formation linguistique en français pour le développement de sa carrière au sein du gouvernement de l'Île-du-Prince-Édouard.

SECTION 8

EMPLOYEE SUPPORT AND DEVELOPMENT

8.04 FRENCH PROFICIENCY EVALUATIONS

AUTHORITY: CIVIL SERVICE ACT/REGULATIONS

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION

Sub-Section 8:04 French Proficiency Evaluations	Date 01 October 2002	Page 1 of 3
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1. PURPOSE

1.01 The purpose of this policy is to provide information on the Evaluation of French Language competencies required by the Province to comply with the French Language Services Act.

2. APPLICATION

2.01 This policy applies to all employees who are in designated bilingual positions or entering into designated bilingual positions.

3. POLICY (Bilingual Positions)

3.01 Employees in designated bilingual positions are required to maintain an **advanced** level of speaking proficiency or higher based on the language proficiency scale adopted from the Province of New Brunswick. The Language Training Centre is responsible for maintaining current information on the proficiency levels of all evaluated employees. The information is available to human resource managers on the Provincial Human Resource Management System (HRMS).

3.02 Employees coming into designated bilingual positions through competition will be referred by the staffing process to language testing to ensure they have the required levels prior to being offered a bilingual position.

3.03 Employees achieving **Advanced Plus** level are granted an exemption excluding them from the future testing. **Advanced** level employees will be called for re testing every two years. On rare occasions where an employee is operating in a bilingual position with an **Intermediate plus** level, testing will be annual with the expectation that this employee achieve an **Advanced** level within two years.

POLICY (Bilingual Employees)

3.04 To be considered able to provide backup function to a bilingual position and listed as a bilingual resource for the province, an employee must maintain an **Intermediate plus** level in spoken French. To maintain this standing, the Language Training Centre will invite employees to an interview every two years as close as possible to the anniversary date of their last interview.

3.05 Bilingual employees are rated by the same system as for designated

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positions. Interviews range in duration from 20 to 30 minutes. The process is voluntary.

- 3.06 Bilingual employees wanting to be tested should contact the French Services or Human Resource person for their department who will in turn make arrangements with the Language Training Centre. The employee will be called with a time and a place for the interview. The department and the employee will receive a written report noting the date of the interview, the level, comments and recommendations. Ratings will be entered on HRMS.
- 3.07 An audio recording is made of each interview and kept at the Centre for one month. In the event of disagreement with the rating, the tape will be reviewed by another qualified interviewer for an independent decision. On rare occasions where the interviewers do not agree the candidate may be requested to do another interview.
- 3.08 Assessment of speaking proficiency is also available to provincial government employees enrolled in French courses for purposes of career and personal development. Annually, the Centre will invite these employees for voluntary evaluation of their spoken French. No approval is required.
- 3.09 If an employee has taken concrete steps to improve his or her French, he/she may ask for a re-evaluation within 6 months of their last evaluation.

4. ATTACHMENTS

- 4.01 Attachment- Levels of Oral Proficiency

ATTACHMENT 4.01

LEVEL OF ORAL PROFICIENCY * **FRENCH, SECOND LANGUAGE**

INCOTABLE (Unratable)

Unable to communicate although minimal comprehension may exist.

NOVICE

Able to recognize and use some basic words. Some expressions are used but they are limited to those that are learned by heart (recycling).

DE BASE (Basic)

Able to satisfy minimum courtesy requirements and routine travel needs. Can ask and answer questions on topics very familiar to him/her. Within the scope of his/her very limited language experience, can understand simple questions and statements. Errors in pronunciation and grammar are frequent.

INTERMÉDIARE (Intermediate)

Able to satisfy routine social demands and limited work requirements. Can handle with confidence, but not with facility, most social situations, casual conversations about current events, as well as work. Can handle limited work requirements. Can get the gist of most conversations and non-technical subjects. Speaking vocabulary sufficient. Accent, though often quite faulty, is intelligible. Can usually handle elementary constructions quite accurately but does not have thorough or confident control of grammar.

AVANCÉ (Advanced)

Able to speak the language with sufficient structural accuracy and vocabulary to participate in most formal and informal conversations on practical, social and professional topics. Can discuss particular interests and special fields of competence with reasonable ease. Comprehension is quite complete. Vocabulary is broad enough. Control of grammar is good.

SUPÉRIEUR (Superior)

Able to speak the language with great structural accuracy. Can participate in all formal and informal conversations on practical, social and professional topics. The speech has a natural flow and the vocabulary is broad enough to be used in all circumstances. Comprehension is accurate and complete in most situations. The speaker may still not comprehend all colloquial expressions and regionalisms.

N.B. The plus (+) notation to a level indicates that the candidate has met nearly all the criteria of the next level of proficiency.

* Levels of proficiency established by the Educational Testing Service, Princeton, U.S.A. adapted by the New Brunswick Department of Education (1991).

SECTION 8

EMPLOYEE SUPPORT AND DEVELOPMENT

8.05 EMPLOYEE ASSISTANCE PROGRAM

AUTHORITY: JOINT UNION/MANAGEMENT EMPLOYEE
ASSISTANCE AGREEMENT

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION

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1. PURPOSE

- 1.01 This policy is based on a Joint Union/Management Agreement and is designed to give employers and employees a basic understanding of how the program works.

- 1.02 The mission of EAP is to contribute toward the total health of employees in order to have a productive and satisfied workforce. This is accomplished in a two-fold manner: 1) through confidential counselling offered to employees whose job performance is (or has the potential to be) adversely affected by personal or work-related stress; and 2) through timely group sessions focusing on wellness programming delivered in the worksite.

2. APPLICATION/ELIGIBILITY

- 2.01 The program is available to all probationary and permanent employees, contract employees, interns, as well as all other employees with six months continuous service, within all provincial government departments, agencies and commissions and the regional education and health boards and immediate family members.

3. PRINCIPLES

- 3.01 Management and Union working together can help employees deal with personal or work-related stressors which can lead to deteriorating work performance.

- 3.02 The Employee Assistance Program applies equally to all employees as defined in Section V of the handbook.
(<http://iis.peigov/gov't/psc/eaphandbook.pdf>)

- 3.03 The Employee Assistance Program respects confidentiality and privacy of information.

- 3.04 EAP encourages employees to voluntarily seek help for personal problems which may affect job performance.

- 3.05 EAP offers assistance for a wide range of problems which may include physical, emotional, marital or family distress; legal or financial problems, various addictions; issues of harassment, job-related stress or job conflict.

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- 3.06 The supervisor or manager is responsible for identifying with the employee when job performance is below standard, not for diagnosing a personal problem. EAP works with management and unions to offer early intervention in wellness programming in the workplace.
- 3.07 The Employee Assistance Program recognizes the need for granting of leave for the purpose of counselling and/or treatment.

4. POLICY

4.01 Program Operation

- (a) The program acts as an assessment, short-term service and referral system, if necessary. Early recognition of a problem is the goal to enable an employee to receive help before a crisis develops.
- (b) The program is not a method of avoiding discipline, nor is it to be used by management as a disciplinary measure. The intent is to allow employees the chance to voluntarily seek help with personal problems which may affect work performance.
- (c) Any employee can consult with EAP concerning access to the program, how to raise a concern regarding a co-worker or supervisor experiencing problems, or to ask general information, (i.e., resources available in the community).

Any worksite can request a group session on wellness programming.

- (d) There shall be an Advisory Committee composed of representatives from: The Government of Prince Edward Island; the Regional Health Authorities; The Department of Education; the Union of Public Sector Employees; the PEI Teachers' Federation; the Canadian Union of Public Employees; the PEI Nurses Union; the International Union of Operating Engineers, as well as EAP Coordinator/staff as advisors.

4.02 Rights and Responsibilities

- (a) Employee Rights and Responsibilities

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- (i) Personal information concerning participants is maintained in a confidential manner. No information related to an employee's participation in the program is entered into the personnel file. Only coded files are used by the personnel of EAP. An employee may review his/her EAP file at any reasonable time. The EAP file is destroyed after seven years of inactivity or at the request of the employee.
 - (ii) Participation in the Employee Assistance Program shall not prejudice any opportunity for promotion or advancement.
 - (iii) The employee shall have the right to leave with pay for the assessment with EAP. Additional leave may be granted in accordance with respective collective agreements and/or terms and conditions of employment.
 - (iv) It is the responsibility of the employee to maintain satisfactory job performance. If personal problems cause work deterioration, the employee has a responsibility to obtain the necessary help to bring job performance up to an acceptable level. The EAP provides the means to obtain this help.
- (b) Supervisor's Responsibilities
- (i) Address performance problems through normal supervisory procedures.
 - (ii) Be consistent and treat employees fairly.
 - (iii) Do not diagnose personal problems of the employee.
 - (iv) Make employees aware of EAP, in instances where declining job performance has been determined, if appropriate.
 - (v) Provide follow-up and support to employees upon return to work.
 - (vi) Do not require the employee to divulge the nature of problems when requesting leave for an appointment with EAP. If necessary, the employee can provide verification of

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attendance through the EAP counsellor.

- (vii) Maintain a strict level of confidentiality with all cases.
- (c) Joint Advisory Committee Responsibilities
- (i) Review established guidelines to ensure agreement and understanding of rules and procedures.
 - (ii) Develop and implement changes in guidelines when necessary and receive input from interested parties.
 - (iii) Develop and implement strategies in conjunction with EAP staff to ensure that employees are aware of the Employee Assistance Program.
 - (iv) Be involved in evaluation(s) of the Program.
- (d) Union Representative's Responsibilities
- (i) Be knowledgeable about the program and the referral procedure.
 - (ii) Encourage members to use the Employee Assistance Program.
 - (iii) Maintain a strict level of confidentiality with all cases.
- (e) EAP Staff's Responsibilities
- (i) Oversee the Employee Assistance Program to ensure effective and consistent application of the policy and procedures.
 - (ii) Maintain all information on employees participating in the EAP in a confidential, secure manner.
 - (iii) Provide information sessions to management and union personnel in the effective implementation of the Employee Assistance Program.

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- (iv) Provide feedback to management as to areas where special attention or training is required.
- (v) Conduct assessment and short-term counselling with employees who have requested assistance under the Employee Assistance Program. Provide full information regarding participation in the program.
- (vi) Advise the employee of community based services and arrange for referral for assessment or treatment, as required.
- (vii) Refer to a licensed professional counsellor for further assessment and treatment as appropriate.
- (viii) Liaise with service providers to assure service standards are acceptable and meet the requirements of clients.
- (ix) Maintain all information on employees participating in the Employee Assistance Program in a confidential, secure manner. Ensure that EAP files are destroyed after a period of seven years of inactivity, or when requested by the employee.
- (x) Provide progress reports to the Joint Committee on the status of the program.
- (xi) Follow-up as appropriate with the individual to assure assistance was beneficial.

5. PROCEDURES (FOR ACCESS AND OFFERS OF ASSISTANCE)

5.01 Access to EAP can either be self-initiated or employer initiated. The decision to participate in EAP must always be **Voluntary**. When an offer of assistance is made, it is neither compulsory nor mandatory to accept the offer.

(a) Self-Initiated

An employee recognizes that a problem exists and seeks assistance by calling EAP office directly. This may have resulted from a co-worker, family, friend, or supervisor sharing concern for

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the employee and informally suggesting the use of the Employee Assistance Program.

(b) Employer-Initiated

- (i) An employee is responsible for keeping job performance at an acceptable level. If job performance shows continuing deterioration, and informal offers of assistance have not been accepted, then the supervisor may initiate a formal offer of assistance.
- (ii) Prior to initiating a formal offer of assistance, the supervisor should consult with the EAP office concerning the appropriateness of the offer.
- (iii) The following steps shall govern an employer-initiated offer of assistance:
 - Informal - the supervisor shall ensure that the employee receives an informal offer of assistance prior to initiating a formal offer of assistance. Such offers shall be documented. Certain behaviour could result in an employer-initiated offer(s) without there being previous informal offers.
 - Formal - the formal employer-initiated offer of assistance is to be in writing on the prescribed form (Appendix I reference <http://iis.peigov/psc/index.htm>), including an appointment time with the EAP counsellor. A formal offer of assistance is to be hand delivered to the employee, with a copy to the EAP Counsellor and a copy retained in a confidential departmental/health/ school unit EAP formal offer of assistance file in the H.R. Manager's office.

(c) Assessment/Short-term Counselling

- (i) An employee who contacts the EAP office will be given an appointment at the earliest possible time. During this initial interview, the counsellor will explain EAP, including the confidentiality of the program and the employee's rights and responsibilities, according to the Employee Agreement as outlined in Appendix

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III of the EAP Handbook.

- (ii) During the assessment, the counsellor and employee will take a detailed look at the nature and severity of the problem. (This could involve meeting with family members if warranted.) Upon completion of the assessment, the counsellor and the employee will discuss the options which appear to be most realistic for the employee in resolving the problem. The employee will choose the treatment service; and a referral, if necessary, will be arranged.

(d) Referral and Treatment

The EAP counsellor will be involved in assessment and short-term counselling, and will be knowledgeable about the appropriate services available in the community. The counsellor will have the responsibility for making the referral arrangements with the employee.

(e) Co-ordination and Follow-up

- (i) The counsellor will work with the employee to ensure appropriate services are received in a timely manner.
- (ii) The EAP counsellor will maintain an informal but planned follow-up procedure.
- (iii) If the referral is self-initiated, follow-up will only be with the employee. Contact with any treatment agency or employer would only be at the request of the employee.
- (iv) If the referral is employer-initiated, the counsellor will maintain contact with employee, and maintain contact with treatment agency to obtain information on type of treatment (in/out patient), approximate length of time away from work, when sessions finished, if the treatment plan is not working, if the employee drops out of treatment and follow-up supports are needed.
- (v) If the employee is participating in the EAP as a result of a formal employer-initiated offer of assistance, then

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the employer will be informed of the employee's participation level and the duration of the program as per the agreement in Appendix II of the EAP Handbook.

- (vi) If an employee has been absent from work due to treatment, then the EAP counsellor may facilitate and plan the return to the worksite, where necessary, in order to help the employee return successfully to the workplace.
- (vii) The counsellor will maintain regular contact with community agencies to provide feedback on how services are being received and obtain feedback on how EAP is being delivered.

6. CONFIDENTIALITY

- 6.01 A primary principle of EAP is to maintain confidentiality throughout every level of the program. Legally, "confidentiality" refers to the obligation to refrain from willingly disclosing information that has been received in confidence and not to situations in which a court or statute compels a person to disclose information. Consistent with the principle of confidentiality, every reasonable effort will be made to maintain the EAP office away from major worksites.
- 6.02 EAP files will contain the minimum amount of information required. Files will be available for review by the employee at any reasonable time.
- 6.03 When an employee is referred to a community agency, only relevant information to enable that agency to help the employee shall be shared. In an employer-initiated offer of assistance, the employer will be advised only of the employee's participation level in the program, through a prescribed form (Appendix II of the EAP Handbook.)
- 6.04 All persons employed within the EAP and the Advisory Committee are bound by the conditions of confidentiality of the EAP.
- 6.05 EAP files shall be closed after two years of inactivity and deleted after seven years.

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7. CONCLUSION

- 7.01 The employers and unions are committed to the maintenance of EAP as a service for employees requiring help. In order to maintain this commitment, EAP must have support from managers and union representatives as well as the willingness of employees to participate in the program.
- 7.02 EAP can benefit everyone. The employees obtain help with problems that can/are affecting work, family and their well-being. The employer benefits by retaining employees with valuable skills and knowledge. Early use of the program can contribute to the prevention of serious problems for the individual employee, family and employer.

SECTION 9

OCCUPATIONAL HEALTH & SAFETY

9.01 POLICY

AUTHORITY: PEI OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS

ADMINISTRATION: PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS/AGENCIES

1. PURPOSE

- 1.01 The purpose of this policy is to protect employees' health and safety while they work and to keep it paramount in all activities associated with that work.

2. APPLICATION

- 2.01 This applies to all employees of the civil service.

3. POLICY

- 3.01 Government, as an employer, values the health and safety of employees. It is, therefore, the policy of the Government of Prince Edward Island to protect employee health and safety and to take every precaution that is reasonable in the circumstances to ensure that workplaces are safe and healthy for employees. The *Occupational Health and Safety Act* and accompanying regulations of the Province, along with acceptable occupational practices, shall describe the minimum standard expected for health and safety in government workplaces.

Government recognizes and values the knowledge and skills of employees with regard to performing their jobs safely and will promote a workplace culture where employees are supported and encouraged to contribute to health and safety programs and initiatives. Government commits to working in partnership with employees and their representatives, through the internal responsibility system, to develop and implement measures in order to eliminate and minimize risk of occupational injury and illness in the workplace.

Deputy Ministers are responsible for implementing this policy, an occupational health and safety program specific to the department, and for ensuring that the department is in compliance with the *Occupational Health and Safety Act* and its regulations. All departmental employees are responsible to comply with the duties set out in this policy, to follow the department health and safety program and to cooperate with the Joint Occupational Health and Safety Committees and Representatives.

This policy applies to all employees of the Government of Prince Edward Island whose work is regulated by the P.E.I. *Civil Service Act*. It must be part of orientation activities for new employees and any changes are to be reviewed with all employees as soon as the changes come into effect. It shall be reviewed on a yearly basis in consultation with departmental Occupational Health and Safety Committees, Representatives and the Joint Occupational Health and Safety Advisory Committee.

This Policy Statement is supported jointly by the Employer and the Union of Public Sector Employees. Approved May 16, 2003.

SECTION 9

OCCUPATIONAL HEALTH AND SAFETY

9.02 SMOKING IN THE WORKPLACE

AUTHORITY: EXECUTIVE COUNCIL DECISION #D 729/94
EXECUTIVE COUNCIL DECISION #D 2003-317

ADMINISTRATION: PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS/AGENCIES

Sub-Section 9.02 Smoking in the Workplace	Date 01 July 20023	Page 1 of 1
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1. PURPOSE

- 1.01 The Government of Prince Edward Island and The Union of Public Sector Employees have collaborated to create a policy to provide a smoke free environment within the Civil Service.
- 1.02 A phased approach was used with the implementation of the Smoking in the Workplace policy.
- Effective April 4, 1988, promotion of a smoke free work environment and voluntary designation of non-smoking areas occurred.
 - Effective June 1, 1988, smoking was restricted to designated smoking areas.
 - Effective April 1, 1995 smoking was eliminated in the workplace except for Adult Correctional Centres.
 - Effective September 29, 2004 the Adult Correctional Centres were designated to be smoke free.
- 1.03 Effective July 1, 2003, smoking of tobacco or other products is banned in and within fifteen (15) feet of workplaces.

2. APPLICATION

- 2.01 Deputy Ministers are responsible for the application of this policy.
- 2.02 All employees are responsible to adhere to the No Smoking Policy. As in the case of any employer policy, noncompliance will be treated as an infraction of the Employer's rules and will be subject to the discipline process.

3. POLICY

- 3.01 Smoking of tobacco or other products is banned in and within fifteen (15) feet of all workplaces where the employees are governed by the provisions of the Civil Service Act.
- 3.02 Workplace, for the purpose of this policy, means any enclosed place or part thereof, that is under the control of a department and includes government vehicles.
- 3.03 For further information or promotional materials, contact Occupational Health & Safety Program, Public Service Commission, 368-4189.

Sub-Section 9.03 Alcoholism, Gambling & Drug Addiction	Date 25 October 2002	Page 1 of 2
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1. INTRODUCTION / PURPOSE

- 1.01 The aims of the Alcoholism, Gambling and Drug Addiction Rehabilitation Policy and Program are:
- a) to increase the effective operation of the work unit by restoring the employee's job performance to an acceptable level, and
 - b) to return the employee to a healthy, productive state.
- 1.02 This program will normally be used when an employee has not responded to a supervisor's request(s) to correct unsatisfactory job performance, and where one or more of the following conditions exist:
- a) the employee admits that deteriorating job performance is caused by the use of alcohol, gambling or drugs; or
 - b) the employee is drinking and/or is under the influence on the job; or
 - c) the supervisor suspects that unsatisfactory job performance is due to alcohol, gambling and/or drug problems.
- 1.03 It is the employee's responsibility to return to an acceptable level of productivity; however, the supervisor can assist by directing the employee to the appropriate helping agency.
- 1.04 In some situations an employee will self identify the need for treatment, prior to the supervisor identifying any job performance concerns. In such situations the employee is eligible for leave as outlined in 4.06.

2. APPLICATION

- 2.01 This applies to all employees of the Civil Service.

3. POLICY

- 3.01 It is the policy of the Government of Prince Edward Island, as an employer, to provide its employees with the opportunity for treatment in relation to problem drinking, alcoholism, gambling or drug addiction, without prejudice, initially, to the employees job or career.

4. PROCEDURE

- 4.01 The supervisor meets with the employee and using supporting observation or documentation discusses the employee's unsatisfactory job performance, and formally refers the employee to the Employee Assistance Program.

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4.02 The supervisor

- a) makes the formal offer of assistance appointment for the employee,
- b) forwards a letter to the Employee Assistance Program indicating the reason(s) for the referral including any supporting information such as patterns of sick leave, examples of poor job performance and performance appraisals.
- c) stresses to the employee the importance of complying with the referral; and
- d) confirms these arrangements in a letter to the employee with a reminder that failure to improve job performance may result in disciplinary action.

4.03 The Employee Assistance Program and Addiction Agency works with the employee and establishes a treatment plan as required.

4.04 Upon the employee's return to work, the supervisor meets with the employee to discuss job performance expectations and indicates support. EAP staff can be part of return to work meeting if employee/supervisor wish.

4.05 The supervisor may initiate disciplinary action if the employee continues to perform at an unacceptable level.

NOTE: Disciplinary action should be based on attendance or performance rather than on lack of participation in a recommended treatment program.

4.06 When treatment requires time off from work, such absence may be covered by:

- a) earned sick leave credits; or
- b) earned vacation leave credits where no sick leave credits have been accrued; or
- c) leave of absence without pay in a case where neither sick leave nor vacation leave credits have been accrued.

4.07 All such leave must be approved in advance and supported by medical documentation.

SECTION 9

OCCUPATIONAL HEALTH AND SAFETY

9.04 AIDS IN THE WORKPLACE

AUTHORITY: EXECUTIVE COUNCIL DECISION # 1991-598

ADMINISTRATION: PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS/AGENCIES

Sub-Section 9.04 Aids in the Workplace	Date 25 October 2002	Page 1 of 4
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1. PURPOSE / BACKGROUND

- 1.01 AIDS and HIV infection are major health and social issues. This policy exists as part of the Employer's commitment to maintain a healthy work environment and to provide quality service to the public. Its specific goals are:
- (a) To protect the rights of individual employees while maintaining a safe work environment when dealing with HIV infected employees;
 - (b) To provide current information about AIDS and HIV infection; and
 - (c) To inform managers and employees about the role of the employer and the rights of the employee when dealing with employees who are HIV infected.
- 1.02 AIDS stands for Acquired Immunodeficiency Syndrome. AIDS is caused by a virus called HIV (Human Immunodeficiency Virus) which attacks and seriously disrupts the body's immune system. Without the protection of their immune systems, people with AIDS can develop life-threatening infections and cancers.
- 1.03 HIV infected individuals may be free from symptoms, signs or illnesses related to the infection, or they may have developed AIDS, the most severe stage of the illness. Most people with HIV infection are perfectly able to carry on with normal activities, including work. HIV infection refers to all stages of the illness including AIDS.
- 1.04 HIV is a fragile virus. It survives only a short time outside the human body. It has been transmitted in very specific ways:
- (a) through unprotected sexual intercourse with a person who is infected;
 - (b) by sharing needles or syringes with an infected person;
 - (c) from an infected woman to her infant in the womb or during the birthing process;
 - (d) through transfusions or injections of infected blood or blood products. Since November, 1985, all blood and blood products are screened for HIV.

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1.05 HIV cannot be transmitted in the course of the usual interpersonal contact occurring in the workplace. Nor can it be transmitted by casual contact with an infected person, through insect bites, by swimming in the same pool as an infected person, by donating blood, by embracing an infected person, etc.

2. APPLICATION

2.01 This applies to all employees of the Civil Service.

3. POLICY

3.01 The Employer recognizes that HIV infection is a life threatening illness, like cancer or heart disease. Employees with HIV infection will be treated like those with other life-threatening illnesses.

3.02 Employees with HIV infection have the right to:

- (a) continue working as long as their condition permits;
- (b) receive the same benefits coverage as is accorded to other employees; (however, any optional life insurance that would normally be subject to satisfactory medical evidence may be denied by the insurance carrier.)

3.03 Non-infected employees have the right to:

- (a) a safe and healthy working environment;
- (b) information on the subject of HIV infection.

3.04 Employees infected with HIV infection may continue to work in their present positions as long as they are able to meet the normal performance standards of the job.

Consideration will be given to reassignment of the employee to other responsibilities when:

- (a) The work assigned may not be performed by an employee testing HIV positive;
- (b) The employee can no longer perform the duties of the originally assigned position; or

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- (c) The employee requests reassignment.

3.05 **The Employer shall:**

- (a) Avoid discriminating against any employee or client known to have HIV infection;
- (b) Refuse to tolerate discrimination or harassment of employees known to have HIV infection;
- (c) Provide employees with HIV infection with information on where they can access counselling and support; (Employees Assistance Programs, etc.)
- (d) Develop and implement an educational program on HIV infection for employees.

3.06 **Confidentiality**

- (a) There is no legal requirement for a person infected with HIV, or the attending doctor, to report their condition to the employer. Should the employee choose to advise the employer, the employee has the right to have this information held in strict confidence.
- (b) The Employer undertakes to ensure the information about HIV status is disclosed only where there is informed consent on the part of the employee concerned. For consent to be informed, it is necessary to share with the employee why it is felt there is a need to disclose the information, to whom it will be disclosed, and what the likely consequences are of the employee agreeing or not agreeing to disclosure.
- (c) If the employee's illness reaches the point where work schedules are disrupted or adjustments have to be made, a medical certificate may be required, but the certificate should refer only to the employee's capability to continue working and need not mention HIV infection or AIDS specifically.

3.07 **Education**

- (a) Information available to employees will be updated regularly to reflect

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new developments and resources available to employees and their families.

- (b) The Universal Precautions System developed by the Centre of Disease Control, Atlanta, and endorsed by the Laboratory Centre for Disease Control, Ottawa, is to be used by employees working in areas where they are at potential risk for contracting or exposing others to the HIV virus. These employees must be trained in the use of Universal Precautions.

3.08 **Information**

Specific interpretation of this policy and additional information on AIDS is available from:

Co-ordinator
Occupational Health and Safety Program
Public Service Commission

SECTION 9

OCCUPATIONAL HEALTH & SAFETY

9.05 SCENT POLICY

AUTHORITY: PEI OCCUPATIONAL HEALTH AND SAFETY ACT
AND REGULATIONS

ADMINISTRATION: PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS /AGENCIES

Sub-Section 9.05 Scent Policy	Date 01 October 2002	Page 1 of 1
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1. PURPOSE / BACKGROUND

- 1.01 The Government of Prince Edward Island and the P.E.I. Union of Public Sector Employees have collaborated to create a policy to provide a scent reduced environment within the Civil Service.
- 1.02 Both parties are dedicated to providing a healthy, comfortable and productive work environment for their employees. This goal can only be achieved through ongoing efforts to protect individuals sensitive to scents (employees and clients) and help all employees adjust to a restriction on scented products in the workplace.
- 1.03 For clarity, fragrance free is used in this policy with the understanding that where fragrance free products are unavailable, unscented products where available, will be used.
- 1.04 This policy is supported by the P.E.I. Lung Association.

2. APPLICATION

- 2.01 This policy applies to all employees of the Civil Service. As in the case of any employer policy, non-compliance will be treated as an infraction of the employer's rules.
- 2.02 Deputy Ministers are responsible for the application of this policy.

3. POLICY

- 3.01 Workplaces will be required, wherever possible, to use fragrance free cleaning products.
- 3.02 Workplaces will be required, wherever possible, to find and use environmentally friendly and fragrance free products for pest control, odour masking, soaps, and other products that can affect an individual's health.
- 3.03 Effective September 1, 2002, employees shall not wear scented personal products while at work.

4. INQUIRIES

- 4.01 For further information or promotional material, contact the Occupational

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Health and Safety Program of P.E.I. Public Service Commission, your department's Occupational Health and Safety Committee, or OHS Representative.

SECTION 9

OCCUPATIONAL HEALTH & SAFETY

9.06 WORKING ALONE POLICY

AUTHORITY:

PEI OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS (General Regulations Part 53 effective May 1, 2006)

EXECUTIVE COUNCIL DECISION #D2006-117 (effective May 1, 2006)

ADMINISTRATION:

**PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS/AGENCIES**

WORKING ALONE POLICY

1. Purpose

1.01 To provide for measures to protect the health and safety of, and minimize risk to, any worker working at a workplace who is the only worker of the employer at that workplace, in circumstances where assistance is not readily available to the worker in the event of an injury, ill health or emergency. Strict adherence to this policy will help to meet health and safety legal requirements and demonstrate due diligence in work alone situations.

2. Application

2.01 This policy applies to all employees who are working alone.

3. Definitions

3.01 **Working Alone** means a worker working at a workplace who is the only worker of the employer at that workplace, in circumstances where assistance is not readily available to the worker in the event of injury, ill health or emergency.

4. Policy

4.01 Deputy Heads are responsible for ensuring a procedure for assessing working alone situations and site specific working alone plans are developed, implemented, communicated and enforced.

4.02 Employing Authorities shall review each worksite under their control to identify employees who work alone.

4.03 Employing Authorities shall consult with the workplace occupational health and safety committee or representative and with the employee who will be working alone to assess the conditions under which the employee is working, determine potential hazards and ways to minimize them, establish a means and schedule for communication with a contact person and provide for assistance in an emergency situation. The activities the employee will be doing need to be assessed for their level of risk; higher risk activities require shorter times between communication with the contact person. The result will be a written plan for working alone in a specific site.

4.04 The working alone plan shall be signed and dated by both the Employing Authority and the employee who is required to work alone.

4.05 The Employing Authority shall give a copy of the plan to each employee who is

required to work alone, and that employee's supervisor.

4.06 The Employing Authority and the employee shall comply with the plan.

5. Attachments

5.01 Attachment: Working alone Procedures Template

5.02 Attachment: Working Alone Plan Template

Attachment 5.01

Working Alone Procedure Template

Working alone in certain circumstances, situations, or environments can increase the risk to the health and safety of the worker. Special arrangements must be made to minimize this risk, especially after normal working hours, as these circumstances pose an additional risk to life and property.

Where a worker is working alone, the employer shall develop and implement written procedures to ensure, as far as is reasonably practicable, the health and safety of the worker from risks arising out of, or in connection with, the work assigned.

1. Written procedures developed shall include the following information:
 - (a) the name, address, location and telephone number of the workplace;
 - (b) the name, address, location and telephone number of the employer;
 - (c) the nature of the business conducted at the workplace;
 - (d) identification of the possible risks to each worker working alone that arise from or in connection with the work assigned;
 - (e) the steps to be followed to minimize the risks identified in (d);
 - (f) details of the means by which a worker who is working alone can secure, and the employer can provide, assistance in the event of injury or other circumstances that may endanger the health or safety of the worker.
2. The steps referred to in 1(e) shall
 - specify the time intervals for checking on the worker. Higher risk activities require shorter time intervals between communications with the contact person;
 - specify the person responsible for contacting the worker and recording the results of the contact;
 - outline the process to be followed if the worker cannot be contacted, including provisions for an emergency rescue; and
 - provide for checking with the worker at the end of the worker's shift.
 - **It is strongly recommended that handling of hazardous substances or performing hazardous activities be prohibited when the worker is working alone.**
 - **Work involving entry into confined spaces must never be conducted alone.**
3. Communicate the site-specific Working Alone Policy to all workers under their jurisdiction and ensure understanding and compliance with the policy.
4. Maintain documentation of the site specific Working Alone Plans and requirements within each department.



Working Alone Plan

HR Policy and Procedures Manual – Attachment 5.02

Worker's Name:					
Worker's Phone (Office):					
Worker's Job Title:					
Supervisor:					
Supervisor's Phone:		Office:		Other:	
Contact Person:					
Contact Person's Phone #(s):					
Department:					
Worksite:	Name:				
	Address:				
	Location:				

It is the responsibility of the supervisor to identify any hazardous agents or activities which arise from the conditions and circumstances of the worker's work.

It is strongly recommended that handling of hazardous substances or performing hazardous activities be prohibited when a worker is working alone.

Work involving entry into confined spaces must never be conducted alone.

What are the conditions or circumstances under which the employee is required to work alone:

Types of duties to be conducted stating limitations/prohibitions:

Identify hazardous activities the worker may perform while working alone (indicate "yes" or "no"):			
	Cash handling duties		Work with hazardous substances
	Heavy physical labour		Work with heavy machinery
	Use ladders, scaffolding		Work with high electric currents
	Work with animals		Work with power tools
	Work at isolated areas		Work with equipment under pressure or vacuum

Other Activities Not Listed Above:

Personal protective equipment required:

Is the employee trained in the proper use of appropriate personal protective equipment and work procedures (indicate "yes" or "no")?	
--------------------------------------------------------------------------------------------------------------------------------------	--

Schedule for contacting the employee:

Means of communication:

Plan to assist the employee in case of an emergency:

The working alone plan must be complied with by both the Employing Authority and the Employee. The working alone plan must be reviewed annually or more often if necessary. Records must be maintained of contact times and a check at the end of the work shift must be done.

Signature of Employing Authority

Signature of Worker

Date

PUBLIC SERVICE COMMISSION
HUMAN RESOURCE POLICY AND PROCEDURES MANUAL

Section 9

Occupational Health and Safety

9.07 Violence in the Workplace Policy

AUTHORITY: ***Occupational Health and Safety Act and Regulations***
(General Regulations Part 52 Effective May 1, 2006)

Executive Council Decision #D2007-486
(Effective August 28, 2007)

ADMINISTRATION: **Public Service Commission**
Government Departments and Agencies

9.07 VIOLENCE IN THE WORKPLACE POLICY

1. Purpose

- 1.01 The purpose of this policy is to protect the health and safety of, and minimize risk to, any worker doing assigned duties regardless of the location.

2. Application

- 2.01 This policy applies to all employees who in the performance of their duties are at risk of injury from violence.

Departments are responsible for occupational health and safety in their jurisdiction.

Management and workers are required to comply with OHS legislation, this policy and procedures developed in accordance with it.

3. Definitions

- 3.01 VIOLENCE means the threatened, attempted or actual exercise of any physical force by a person other than a worker that can cause, or that causes, injury to a worker and includes any threatening statement or behavior that gives a worker reasonable cause to believe that he or she is at risk of injury.
- 3.02 EMPLOYER means a person who employs one or more workers and includes a constructor or contractor
- 3.03 WORKER means any person employed in a workplace for any purpose in connection therewith.

4. Policy

- 4.01 Deputy Heads are responsible to ensure that a risk assessment of the workplace is conducted to determine whether or not a risk of injury to workers from violence arising out of their employment may be present.
- 4.02 Deputy Ministers shall direct that procedures are developed, implemented, communicated, enforced and evaluated that will protect, as far as is reasonably possible, employees from violence while they work.
- 4.03 A risk assessment shall include a consideration of previous experience of violence in that workplace, occupational experience of violence in similar workplaces and the location and circumstances in which the work will take place.

Public Service Commission Human Resource Policy and Procedures Manual	Section 9 Occupational Health and Safety	Sub-Section 9.07 Violence in the Workplace Policy
-----------------------------------------------------------------------------	---------------------------------------------	------------------------------------------------------

- 4.04 If a risk of injury to a worker from violence in a workplace is identified by the risk assessment, the employer shall establish procedures, policies and work environment arrangements to attempt to eliminate or minimize the risk of violence to workers in that workplace.
- 4.05 The employer shall provide for reporting, investigating and documenting incidents of violence in that workplace.
- 4.06 The employer shall inform workers who may be exposed to the risk of violence as to the nature and extent of the risk.
- 4.07 The employer shall instruct workers who may be exposed to the risk of violence as to the means of recognition of the potential for violence, the procedures, policies and work environment arrangements regarding violence in the workplace, the appropriate response to an incidence of violence and including how to obtain assistance.
- 4.08 The employer shall ensure that a worker who reports an injury or adverse symptom resulting from workplace violence is advised to consult a physician of the worker's choice as well as complete and file the appropriate Workers Compensation Board claim forms.

5. Attachments

- 5.01 Risk Assessment Template
- 5.02 Violent Incident Report Form Template
- 5.03 Sample Inspection Form

Attachment 5.01

Risk Assessment Template

1. Have staff experienced verbal abuse while working? yes no

If yes, did staff report the incident(s)? yes no

If yes, did staff report the incident(s) orally? OR in writing?

What was the relationship of the abuser?

- client/customer
- member of the public
- other (please specify) _____

2. Have staff experienced written abuse while working? yes no

If yes, did staff report the incident(s)? yes no

If yes, did staff report the incident(s) orally? OR in writing?

What was the relationship of the abuser?

- client/customer
- member of the public
- other (please specify) _____

3. Have staff experienced a threat of physical violence while working or as a result of work? yes no

If yes, did staff report the incident(s)? yes no

If yes, did staff report the incident(s) orally? OR in writing?

What was the relationship of the abuser?

- client/customer
- member of the public
- other (please specify) _____

4. Have staff experienced a physical assault or attack while working? yes no

If yes, did staff report the incident(s)? yes no

If yes, did staff report the incident(s) orally? OR in writing?

What was the relationship of the assailant?

- client/customer
- member of the public
- other (please specify) _____

5. Do staff ever:

work alone or with a small number of co-workers? yes no

work in a community-based setting? yes no

work late at night or early in the morning? yes no

6. Are staff/management concerned about violence on the job? yes no

What is the source of concern?

Does such a possibility represent a

- high risk
- medium risk
- low risk?

Attachment 5.02

Violent Incident Report Template

Staff who have been victims of violence at work should complete this report as soon as possible.

Name	Job Title
Date/Time of Incident	Department/Section
Location <input type="checkbox"/> Parking Lot <input type="checkbox"/> Lobby <input type="checkbox"/> Locker Room <input type="checkbox"/> Counter/Reception Area <input type="checkbox"/> Other (please specify)	
Type of Assault <input type="checkbox"/> Verbal <input type="checkbox"/> Struck <input type="checkbox"/> Bitten <input type="checkbox"/> Pushed <input type="checkbox"/> Threatened <input type="checkbox"/> Kicked <input type="checkbox"/> Scratched <input type="checkbox"/> Other (please specify)	
Was medical treatment or first aid obtained? <input type="checkbox"/> Yes <input type="checkbox"/> No	Was the victim advised of the right to consult a doctor? <input type="checkbox"/> Yes <input type="checkbox"/> No
Was an investigation conducted? <input type="checkbox"/> Yes <input type="checkbox"/> No	Were WCB forms completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Was the incident reported to the supervisor? <input type="checkbox"/> Yes <input type="checkbox"/> No	Were the police called? <input type="checkbox"/> Yes <input type="checkbox"/> No

Action Taken:

Attachment 5.03

Workplace Inspection Template

Location	Building
Floor	Section
Date	Time
Name (optional)	

1. Parking Lot

- Are the entrances and exits well marked? Yes No
- Is the lot appropriately signed with security reminders (“lock your car”, “security patrolled”) Yes No
- Is there sufficient lighting? Yes No
- Is access to the lot controlled? Yes No
- Are government vehicles parked on-site after hours? Yes No
- If yes, is there a secured vehicle compound?* Yes No
- Have there been vehicle thefts from the parking lot? Yes No

2. Building Perimeter

- Is your workplace near any buildings or businesses that are at risk of violent crime (bars, banks)? Yes No
- Is your building ever visited by violent, criminal, intoxicated or drugged persons? Yes No
- Is your building located in a high crime area? Yes No
- Are there signs of vandalism? Yes No

- Are you isolated from other buildings? Yes No
- Is there graffiti on the walls or buildings? Yes No
- Is the exterior of the building adequately lighted? Yes No
- Is the building entrance adequately lighted? Yes No
- Is the entrance to the building easily seen from the street and free of heavy shrub growth? Yes No
- Are outside lights activated before dusk? Yes No
- Are garbage areas, external buildings or equipment that employees use
- in an area with good visibility? Yes No
 - close to the main building with no potential hiding places? Yes No
- Are there any overgrown shrubs or landscaping which obstruct your view or provide a hiding place? Yes No

3. Access Control

- How many public entrances are there to your building? _____
- Can the number be reduced?* Yes No
- Is your building connected to any other building(s)? Yes No
- If yes, is there access control to your building?* Yes No
- Is your building shared with other businesses? Yes No
- If yes, is there access control to your area(s)?* Yes No
- Is there a system to alert employees of access by intruders? Yes No
- Are offices designed/arranged to distinguish public vs private spaces? Yes No
- Do you use coded cards or keys to control access to the building or certain areas within the building? Yes No

- Is there a system in place to minimize the distribution of keys/entry cards? Yes No
- Do you change codes/locks immediately if keys/cards are lost or misplaced? Yes No

4. Security System

- Do you have a security system at your location? Yes No
- If yes, is the system tested on a regular basis (monthly) to assure correct functions?* Yes No
- Is the existing security system effective based on past performance? Yes No
- Are there security guards/safety walking services available at your location? Yes No
- Have you posted signs indicating there is a security system in use? Yes No
- Are security cameras and mirrors placed in locations that would deter potential offenders? Yes No

5. Reception

- Is your reception area easily identifiable and accessible? Yes No
- Can the receptionist/sales counter clearly see incoming visitors/customers? Yes No
- Is the reception area/sales counter visible to fellow employees or members of the public? Yes No
- Is your reception area staffed at all times? Yes No
- Can outsiders enter the building when there is no receptionist present? Yes No
- Is the reception area the first point of contact for visitors? Yes No

- Does the workplace have a policy for receiving, escorting and identifying visitors? Yes No
- Does the area function well as a security screening area? Yes No
- Does your receptionist work alone at times? Yes No
- Is there an emergency call button at the reception area? Yes No
- If yes, have response procedures been developed?* Yes No
- Are there objects/tools/equipment that could be used as a missile/weapon in this area? Yes No

6. Signage

- Upon entering the building are there signs to identify where you are? Yes No
- Once in the building are there signs showing you where to get emergency assistance if needed? Yes No

If no, what signs are needed and where?

- Are visitor areas and private areas clearly marked? Yes No
- Are rules for visitors clearly posted? Yes No
- Are there exit signs? Yes No
- Are there areas where exit signs are not present but are needed? Yes No

If yes, where?

Are signs posted to be highly visible to all? Yes No
If no, where are these signs?

Are the hours of operation adequately posted? Yes No

Are signs posted notifying the public that limited cash,
no drugs, or other valuables are kept on the premises? Yes No

Impression of overall signage:

very poor poor satisfactory good very good

What other signs should be added?

7. Work Practices

Do you or any of your co-workers:

- work with the public? Yes No
- handle money, valuables or prescription drugs? Yes No
- carry out inspection or enforcement duties? Yes No
- provide service, care, advice or education? Yes No
- work with unstable or volatile persons? Yes No
- work in premises where alcohol is served? Yes No
- work alone or in small numbers? Yes No
- work in community-based settings? Yes No
- drive a vehicle as part of your job? Yes No
- work during the late hours of the evening or early hours of the morning? Yes No
- use public transit during your work day? Yes No

- travel to other cities/countries? Yes No
- stay in hotels? Yes No

8. Lighting

List any areas where lighting was a concern (*too dark or too bright*) during the inspection.

Is the lighting evenly spaced? Yes No

Are there any lights out? Yes No

If yes, where?

Can you access main light control switches? Yes No

If yes, where?

9. Stairwells and Exits

Are there places at the bottom of stairwells where someone could hide? Yes No

If yes, where?

Is the lighting adequate? Yes No

Can lights be turned off in the stairwell? Yes No

Is there more than one route? Yes No

Are there any exit routes which restrict your ability to get away? Yes No

If yes, where?

Do stairwell doors lock behind you:

During regular hours of operation? Yes No

After regular hours of operation? Yes No

10. Possible Entrapment Sites

Are there unoccupied rooms that should be locked? Yes No

If yes, where?

Are there small, well defined areas where you would be hidden from the view of others, such as:

- Recessed doorways
- Stairwells
- _____
- Unlocked storage areas
- Elevators
- _____

11. Natural Surveillance

Are there physical objects/structures that obstruct your view? Yes No

If yes, could someone hide behind such objects/structures?

Yes No

If so, where?

Are windows kept clear of advertising displays or other items that obstruct view? Yes No

What would make it easier to see?

- transparent materials like glass
- windows in doors
- less shrubbery
- mirrors
- angled corners
- other _____

Do members of the public only approach staff from the front? Yes No

12. Working Alone

At the time of the inspection did any areas feel isolated? Yes No

If yes, what areas?

In these areas, is there a telephone or a sign directing you to emergency assistance? Yes No

In these areas, how far is the nearest person to hear calls for help? _____ ft/m

Do you have alarms or panic buttons installed? Yes No

Are the alarms or panic buttons easily accessible? Yes No

Do you periodically check the functioning of alarms or panic buttons? Yes No

Is it easy to predict when people will be around? Yes No

13. Movement Predictors

How easy would it be for someone to predict your patterns of movement?

- very easy
- somewhat obvious
- no way of knowing

Is there an alternative well-lit and frequently travelled route available? Yes No

Can you tell what is at the other end of each walkway or corridor? Yes No

If no, where?

In walkways/corridors are there corners or alcoves where someone could hide and wait for you? Yes No

If yes, where?

14. Elevators

Do you have full view of whether the elevator is occupied before entering? Yes No

Is there an emergency phone or emergency call button in each elevator? Yes No

Is there a response procedure for elevator emergencies? Yes No

15. Washrooms

Is public access to washrooms controlled? Yes No

Can the lights in the washrooms be turned off? Yes No

Are washrooms checked before building is vacated? Yes No

16. Interview Rooms

Do you have a separate interviewing/meeting room? Yes No

If yes, is natural surveillance possible? Yes No

Is there an alarm system in this room? Yes No

Is the furniture arranged to allow emergency exits? Yes No

17. Individual Offices

- Are certain employees at higher risk of violence? Yes No
- Has their furniture been arranged to:
 - allow a quick exit from the office? Yes No
 - maintain a minimum distance (approx. 4-6 feet) between themselves and the client? Yes No
- Have they reduced the number of objects that can be used as missiles or weapons? Yes No
- Do these offices have good natural surveillance through the use of shatterproof glass in walls/doors? Yes No

18. Emergency Assistance

- Has an emergency contact been established:
 - During regular hours of operation? Yes No
 - After regular hours of operation? Yes No
- Are emergency numbers posted on phones? Yes No
- Are emergency phones accessible in all areas? Yes No

If no, where is access needed?

- Do you have a designated “safe” room where employees can go during an emergency? Yes No
- Does this room have a telephone and a door which can be locked from the inside? Yes No

19. Training

Have employees been trained in preventative work practices relative to their jobs? Yes No

Have employees been trained in appropriate responses for violent situations that they may encounter? Yes No

Have employees been trained in the procedures for reporting suspicious persons or incidents? Yes No

20. Areas of Improvement

What improvements would you like to see?
(If you need more space, use a blank page.)

21. Overall Impression _____

How safe do you feel in each area listed below?

<i>Check the box that indicates your feeling of safety in each area.</i>	very safe	safe	neutral	unsafe	very unsafe	N/A
parking lot						
perimeter of building						
main/front entrance						
other entrances						
elevators						
stairwells						
corridors/hallways						
on your floor						
at your desk						
other						

SECTION 10

TERMINATIONS

10.01 LAYOFF AND RECALL

AUTHORITY: *Civil Service Act* and the Collective Agreement

ADMINISTRATION: Public Service Commission
Government Departments/Agencies

1. INTRODUCTION

- 1.01 Layoff and recall provisions are contained in Section 35 of the *Civil Service Act* and Article 36 of the current collective agreement for unionized employees, and Section 9 of the excluded terms and conditions of employment for excluded employees.
- 1.02 The Deputy Head may issue a notice of layoff pursuant to Articles 36.01 - 36.06 of the collective agreement for classified employees and 36.07 - 36.10 for casual division employees.
- 1.03 The layoff of a classified employee may be necessitated by: a shortage of work or funds; or the abolition of a position; or a material change in duties, or organization; or where an employee's medical condition is such that they are unable to fulfill the functions of their position.
- 1.04 Where a Deputy Head intends to layoff an employee in the classified division, they shall notify the employee, the Union and the Commission in writing (a sample letter is attached).

2. APPLICATION

- 2.01 This applies to all employees within the Civil Service with the exception of executive division, contract and student employees.

3. POLICY

- 3.01 Once notified of an intended layoff, an employee may meet with a representative of their department and the Commission to review vacant positions, for which they have preference over if they are qualified and eligible, as well as positions which may be available if displacement rights are exercised.
- 3.02 Pursuant to 36.02(c), if an employee has notified the Deputy Head of their intent to displace another employee within the same department or agency, the following principles apply: employees shall be retained on the basis of qualifications, knowledge, skills and abilities to perform the duties of the positions available; and where it is determined that the employees are relatively equal, the employee with the greatest continuous service in the affected classification series will be retained, e.g., Professional Officer or Administrative Support Worker.

- 3.03 Pursuant to Article 36.02(d), an employee of the classified division may displace an employee of the casual division if he/she has the qualifications and ability to perform the duties of the casual employee. An employee who displaces a casual employee continues to be an employee of the classified division. When the terms of employment for the displaced casual employee expires, the classified employee can displace another casual employee.
- 3.04 Where the Deputy Head is satisfied that the layoff is necessary pursuant to Article 36.01 and is in accordance with Article 36.02, the Deputy Head shall cause a written notice of layoff to be given to the employee and the Union (120) one hundred and twenty calendar days in advance of the layoff date excepting cases of employees laid off under Article 36.01 (a)(iv) (medical condition), who shall receive notice of at least (60) sixty calendar days in advance of the layoff date.
- 3.05 During the notice period, an employee who chooses the transfer option shall continue to be given preference over new employees or employees who have not been affected by layoff, for appointment to vacant positions for which he/she is qualified at the same or lower classification level.
- 3.06 Pursuant to Article 36.04, an employee subject to layoff who accepts a position with a lower maximum rate of pay than the maximum rate of pay for the employee's current position shall retain the current rate of pay until such time as the rate for the lower paid position equals or exceeds the current rate, i.e, red-circling. The ability to be red-circled applies to positions received before the effective layoff date.
- 3.07 After the effective layoff date, an affected employee has the right to recall under Article 36.06(a)&(b). Additionally, a medical layoff has further rights under Article 36.06(c): an employee laid off under the provisions of Article 36.01 (a)(iv) shall be placed on the appropriate recall list for a period of (18) eighteen months from the date the employee indicates that he/she is available for work providing that such indication is received by the Commission within two (2) years from the date of layoff.
- 3.08 Article 36.06(d) states that employees on a recall list shall be given preference over new employees or employees who have not been affected by layoff for appointment to vacant classified positions. Appointments from the recall list shall be made on the basis of qualifications, relative ability, knowledge and skills. Where two (2) or more employees are considered relatively equal, the employee with the greatest length of continuous service shall receive the first offer of appointment. No new employees shall be hired unless employees on the recall list have had the opportunity to be recalled.

- 3.09 Pursuant to Article 36.06(j)(i) recall employees who accept a position in the classified or casual division shall be paid at the rate of pay for the position occupied. Recall shall not result in promotion.
- 3.10 Article 36.06(e) states that employees on a recall list be given the first option of filling jobs normally filled by casual division employees providing they have the qualifications and ability to perform the available work. If an employee accepts such casual work,
- (i) the employee shall remain on the recall list;
 - (ii) the period of casual employment shall be counted towards continuous service; and
 - (iii) the employee will not be provided with a further notice of layoff on the completion of the period of casual employment.
- 3.11 Article 36.06(f) states that an employee recalled shall be credited with the period of continuous service immediately prior to being placed on a recall list plus any additional work in the casual division pursuant to Article 36.06 (e)(ii).
- 3.12 Article 36.06(g) states that an employee recalled shall be credited with sick leave accumulation and vacation leave entitlement as of the date of being placed on the recall list.
- 3.13 Article 36.06(h) notes that employees are eligible for severance pay (Article 18 of the collective agreement and **Section 4.09** of this manual) following the (18) eighteen month recall period, or at any time during the recall period providing the employee waives their recall rights.
- 3.14 Article 36.06(i) states that where continued coverage is provided under group insurance plans employees shall have the option to continue group insurance coverage while on the recall list. If employees continue coverage the Employer agrees to continue cost-sharing arrangements.
- 3.15 The Deputy Head may layoff a casual division employee in accordance with the schedule outlined in Articles 36.07 - 36.10.

SECTION 10

TERMINATIONS

10.02 TERMINATION FOR JUST CAUSE

AUTHORITY: *Civil Service Act* Regulations and the Collective Agreement

ADMINISTRATION: Public Service Commission
Government Departments/Agencies

1. INTRODUCTION

- 1.01 An employee who fails to maintain proper standards of conduct or commits a disciplinary offense, shall be subject to disciplinary action. No employee shall be disciplined except for just cause.
- 1.02 The administration of discipline is the responsibility of the deputy head. Termination for just cause is a very serious action and must be dispensed in accordance with the principles and steps outlined within **Section 6.05** of this manual.
- 1.03 Although management has the right to discipline any employee, this discretion is qualified by the right of the employee to have protection against unfair treatment. Therefore, the employer must be able to demonstrate “just cause” for any disciplinary action imposed. For just cause to exist, the requirements laid out in **Subsection 3.03** of Section 6.05 must be met.

2. APPLICATION

- 2.01 This applies to all employees within the Civil Service.

3. POLICY

- 3.01 Discipline is normally a progressive process except for certain kinds of misconduct, which because of their seriousness, justify moving immediately to a more serious penalty up to and including termination for just cause. The framework under which termination for just cause occurs is found in the *Civil Service Act*, its regulations and the UPSE collective agreement:

CIVIL SERVICE ACT

S.32(4) A department head or a deputy head may, for cause, demote or dismiss an employee in his department or agency.

S.32 (5) An employee who is suspended, demoted or dismissed shall be notified in writing of the reason for the action and a copy of the notification shall be forwarded to the Public Service Commission.

REGULATIONS TO THE CIVIL SERVICE ACT

PART IX: CONDUCT OF EMPLOYEES

33.(1)(d) dismissal or demotion is taken for repeated violations of Government or departmental policy or for a single, serious disciplinary offence.

(2) In this Part “dismissal” means the ending of the employment relationship by an act of the employer for just cause, and for purposes other than a layoff.

34.(1) The deputy head may, subject to subsection (2),
(a) reprimand an employee; or
(b) suspend, demote or dismiss an employee.

(2) Where an employee of the classified division is disciplined under clause (1)(b), the discipline awarded is subject to the approval of the Commission.

(3) The Commission may confirm, vary or quash a disciplinary action taken by a deputy head or delegate.

(4) Where an employee is disciplined by suspension, demotion, or dismissal, the employer shall, within ten days from the date of such disciplinary action, provide the employee with written reasons for such disciplinary action. A copy of such notice shall be sent to the Commission, and, to the Union when the employee is a member of the Union.

UPSE COLLECTIVE AGREEMENT

Article 27 - Disciplinary or Non-Disciplinary Action

Disciplinary Action

27.01 No employee shall be disciplined except for just cause.

27.02 When an employee is disciplined by suspension, demotion or dismissal, the Employing Authority shall provide the employee within three (3) working days of the date of discipline with written reasons for such disciplinary action and a copy of such notice shall be sent to the Union and the Commission.

27.03 If an employee is to be disciplined by suspension, demotion or dismissal and a meeting is held with the employee to administer such discipline, the employee shall be entitled to have a Steward or Union staff representative present.

27.04 No notice of disciplinary action or any other document concerning disciplinary action shall be placed on an employee's personnel file without the employee being given an opportunity to read its contents and upon request the employee shall be provided with an exact copy for his/her own records.

27.05 Upon the employee's request, any notice of disciplinary action or any other document concerning disciplinary action, other than evaluation reports and payroll transactions, which may have been placed on his/her personnel file shall be removed after two (2) years have elapsed since the disciplinary action was taken, provided no further disciplinary action has been recorded during this period.

27.06 Upon the request of the employee, the Employing Authority shall provide him/her with the opportunity to read any documents on his/her personnel file, other than recruitment documents.

27.07 Where it is determined that an employee has been unjustly disciplined, the employee shall be reinstated without loss of pay or any other benefit which would have accrued if he/she had not been disciplined. Nothing in this Article prevents the Commission or the Adjudication Board from increasing, decreasing, or otherwise revising a disciplinary award made by an Employing Authority.

- 3.02 Once a situation which has the potential for discipline comes to your attention, your first point of contact should be your departmental HR Manager. In turn, the HR Manager will contact the Public Service Commission, Employee Relations Division, as the Commission provides expertise and consistency to the handling of discipline for the employer.
- 3.03 A grievance of termination for just cause varies from the normal grievance procedure and shall be submitted at the final level of the grievance procedure as outlined within Article 26.13(b)(i)&(ii) of the current collective agreement.
- 3.04 An employee terminated for just cause is not entitled to severance pay as outlined within Article 18 of the collective agreement.

SECTION 10

TERMINATION

10.03 RESIGNATION

AUTHORITY: THE CIVIL SERVICE ACT

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS / AGENCIES

Section 10.03 Resignation	Date 25 October 2002	Page 1 of 2
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1. PURPOSE

1.01 The purpose of this policy is to outline the process to be followed when resigning from the Civil Service.

2. APPLICATION

2.01 This applies to an employee who is resigning from employment with the Civil Service.

3. POLICY/PROCEDURE

3.01 Submitting A Resignation

- a) An employee of the classified division may resign by giving the employer at least two week's notice in writing of intention to resign, and stating the effective date of the resignation.
- b) A Personnel-Payroll Transaction Form is to be completed by the Employing Authority, and forwarded to the P.E.I. Public Service Commission to remove the employee from the payroll effective the last working day on the resignation notice.

3.02 Withdrawal of a Resignation

- a) A person may withdraw a resignation if the employer and the P.E.I. Public Service Commission approve and no other person has been appointed to the position.

3.03 Absence Without Leave

- a) An employee absent without leave for ten consecutive working days shall be deemed to have resigned effective the first day of absence. But where an employee of the classified division satisfies the P.E.I. Public Service Commission that the absence arose from a cause beyond their control, the employee shall be reinstated.

3.04 Vacation and Sick Leave Credits

Section 10.03 Resignation	Date 25 October 2002	Page 2 of 2
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- a) Employees who resign will be reimbursed for any vacation days earned, but not yet used.
- b) Employees who resign must reimburse the Employer for any vacation days taken in excess of days earned.
- c) Employees who have been advanced sick leave credits, and who resign before these credits have been reimbursed, must pay the Employer an amount equal to the benefits granted.

3.05 **Superannuation**

- a) See Section 4.04 (Pensions) of this Manual, for information.

SECTION 10

TERMINATION

10.04 RETIREMENT

AUTHORITY: THE CIVIL SERVICE SUPERANNUATION ACT
CIVIL SERVICE ACT / REGULATIONS
P.S.G.I.P. ADMINISTRATIVE GUIDE
PEOPLE SOFT USER GUIDE

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS / AGENCIES

Sub-Section 10.04 Retirement	Date 25 October 2002	Page 1 of 1
-----------------------------------------	--------------------------------	-----------------------

1. PURPOSE

1.01 To outline the policies and procedures regarding retirement.

2. APPLICATION

2.01 An employee may retire if the employee:

- a) is 55 years of age, and
- b) has 5 years of service with the Province of PEI

2.02 A Deputy Minister may retire if the employee:

- a) is 50 years of age, and
- b) has 5 years of service as a Deputy Minister

3. POLICY

3.01 Employees who wish to retire must submit a statement of intent to do so to their employing department. Together, the employee and supervisor will set the exact date of retirement.

3.02 Employees who retire and have at least 10 years of service are eligible to participate in the Public Sector Group Insurance Plan for Retired Employees. Employees must make their election to participate in the PSGIP for Retirees within 31 days of their retirement date.

3.03 Employees are eligible for a \$5,000 death benefit provided:

- a) they are 55 when they retire
- b) they are vested in their pension plan when they retire

4. PROCEDURES

4.01 For details on what the payroll administrator needs to prepare, refer to section 4.04 (Pension)
section 4.09 (Retiring Pay)
PSGIP Administrative Guide - Terminated Employee
PeopleSoft User Guide - Terminating Employees

SECTION 10

TERMINATION

10.05 DEATH

AUTHORITY: THE CIVIL SERVICE SUPERANNUATION ACT
THE COLLECTIVE AGREEMENT BETWEEN THE
GOVERNMENT OF PEI AND THE UNION OF PUBLIC
SECTOR EMPLOYEES,
PEOPLE SOFT USER GUIDE
PSGTP ADMINISTRATION GUIDE

ADMINISTRATION: PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS / AGENCIES

Sub-Section 10.05 Death	Date 25 October 2002	Page 1 of 1
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1. PURPOSE

1.01 To outline the procedures to be followed upon the death of an employee

2. APPLICATION

2.01 Any person who dies while an employee of the Province of PEI

3. POLICY

3.01 Upon death of an employee, the employee should be removed from payroll immediately.

3.02 Any salary owing or unused vacation leave shall be paid to the beneficiary designated under the employee's basic group life insurance, or to the employee's estate if no beneficiary has been designated.

3.03 Severance pay shall be paid to the beneficiary designated under the employee's basic group life insurance, or to the employee's estate if no beneficiary has been designated.

4. PROCEDURES

4.01 For details on what the payroll administrator needs to prepare, refer to
section 4.04 (Pension)
section 4.10 (Severance Pay)
PSGIP Administrative Guide - Terminated Employee
PeopleSoft User Guide - Terminating Employees

SECTION 10

TERMINATION

10.06 EXIT INTERVIEWS

AUTHORITY: CIVIL SERVICE ACT

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS / AGENCIES

Sub Section 10.06 Exit Interviews	Date 25 October 2002	Page 1 of 6
----------------------------------------------	--------------------------------	-----------------------

1. PURPOSE

1.01 To create a process which enables the employer to gather useful feedback from employees exiting the department /agency and to provide employees an opportunity to share their views of the organization and gain closure. This information can guide the development of new or enhanced human resource policies and procedures.

2. APPLICATION

2.01 This policy applies to Departments and Agencies under the jurisdiction of the *Civil Service Act*.

3. POLICY

3.01 All classified or temporary employees, with a minimum of one year continuous service, exiting the department will be given the questionnaire to complete and will then be interviewed. It is intended that the questions will be answered with respect to the most recent position held by the employee. The interview will be conducted by the Departmental HR Manager or delegate.

3.02 The following guidelines should be followed:

- The interviewer should possess strong interpersonal skills and have credibility within the department.
- The interview is to be conducted in a respectful and confidential manner.
- The information must be handled and shared in a sensitive manner (ie. context; not detailed content will be shared). If there is a lack of trust, management may mistakenly attribute causes of turnover and other organizational problems to over-reported but comfortably discussed explanations, or even mistake lack of discussion for an absence of problems.
- The questionnaire is not placed in the employee's personnel file.
- The process is transparent and all information (both strengths and opportunities for improvement) is reviewed by the employee prior to sharing with the department.

Sub Section 10.06 Exit Interviews	Date 25 October 2002	Page 2 of 6
----------------------------------------------	--------------------------------	-----------------------

3.07 Non-identifying information may be shared with other HR Managers to promote the development of progressive HR policies and procedures across the Civil Service.

4. PROCEDURES

4.01 A month prior to exit, the Human Resources Manager or suitable designate schedules a time, during the employee's last week, to conduct the interview. The following steps should be followed:

- One week prior to the interview, the employee is asked to complete the questionnaire on his or her own.
- Set aside at least one hour to move through the Exit Interview Questionnaire (see attachments 5.01 & 5.02 - Exit Interview Questionnaire and Guidelines).
- At the interview, review the purpose of the exercise and the process for sharing the information.
- Review the employee's responses and seek clarification where necessary. Document all modifications to the employee's responses.
- Review your notes with the employee to ensure he or she is comfortable with the content. This will help to maintain trust and establishes an accurate record.

4.02 Share relevant information within the department. If the employee is not comfortable with the information being shared directly, only present their feedback in summary form in conjunction with other employee's exit information. The summary should only contain the context of the responses and not the actual content nor any identifying information.

4.03 Celebrate and share successes with the supervisor and within the department.

4.04 Develop an action plan to address the opportunities for improvement.

4.05 If there are serious HR issues (eg. possible workplace harassment), the Public Service Commission should be consulted and a formal process may be initiated.

4.06 Share 'themes' with the HR Managers Group and consider opportunities for the development or modification of HR policies and procedures.

5. ATTACHMENTS

5.01 Attachment (Exit Interview Questionnaire)

**CIVIL SERVICE
EXIT INTERVIEW QUESTIONNAIRE**

Name of Employee: _____

Length of Service (Position): _____

Present Position: _____

Total Length of Service: _____

Supervisor: _____

Employment Outline: _____

Division: _____

Department: _____

-- Confidential -- This document is not a part of your official file. It is used as a research and quality improvement document for the organization only.

ORIENTATION

- Was there adequate orientation to your current position?

EXPECTATIONS/JOB DUTIES

- Were your duties consistent with your expectations when you accepted the position?

- Was the level of responsibility reasonable/unreasonable? Why?

- What was satisfying about the job? Why?

- What was least satisfying? Why?

- Did your job afford you an opportunity to participate and/or be involved in the decision making process? If not, what changes would you suggest.

CAREER/PERSONAL DEVELOPMENT

- How would you describe the support you received in terms of your career/personal development and training (for example, was appropriate training provided)?

- To what extent were you encouraged to take on additional responsibilities within your work unit?

- Were there opportunities for:
 - a) growth?

 - b) promotion?

WORK ENVIRONMENT

- How would you describe staff morale in the work unit?

- What suggestions would you have, if any, to improve morale?

- How effective was communication within your work unit and within the department, i.e. regular staff meetings, information sharing and information on changes in policy?

- What changes, if any, would you make in the work environment (i.e. the atmosphere, conditions and physical environment)?

SUPERVISOR

- Describe your relationship with your supervisor.

- Did you always feel like you had adequate direction/know what was expected of you?
- What type of feedback/evaluation did you receive? Were there regular performance appraisals?

DEPARTURE

- Could you please share your reasons for leaving?
- Would you recommend this workplace to others?
- Would you discuss both the strengths and opportunities for improvement that exist within this workplace.
- Would you be interested in becoming a 'mentor' to a junior employee within the Civil Service?
(Note: this valuable role would be voluntary/unpaid)
- Do you have any suggestions regarding the type of information/support that should be provided to employees to assist them as they consider retirement from the Civil Service?
- Additional information/comments.

Interviewer: _____ Employee: _____

Date: _____

SECTION 10

TERMINATION

10.07 TERMINATIONS PROCEDURE CHECKLIST

AUTHORITY: CIVIL SERVICE ACT

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS / AGENCIES

Sub Section 10:07 Termination Procedures Checklist	Date 01 April 2003	Page 1 of 2
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1. PURPOSE

1:01 The purpose of this policy is to outline the various actions required when an employee leaves their employment.

2. APPLICATION

2:01 This policy applies to all employees who are responsible for or involved with the termination procedures for employees.

3. POLICY

3:01 A "Terminated Employee Checklist" (attachment 4:01) must be completed on all employees who terminate from government service.

4. ATTACHMENTS

4:01 Attachment - Terminated Employee Checklist

TERMINATED EMPLOYEE CHECKLIST

1. EMPLOYEE

_____ 1. Forward memo to supervisor indicating the date of termination.

2. DIRECTOR / HR MANAGER / DESIGNATE

_____ 1. Conduct Exit Interview.

3. SUPERVISOR

- _____ 1. Notify Employee, IT Security Coordinator and Personnel Officer, in advance, of the proposed date of termination/transfer.
- _____ 2. Prepare a termination notice and forward it to the appropriate IT personnel (HelpDesk / LAN Administrator) immediately.
- _____ 3. Forward PDPlan and Personnel Records to Personnel Officer.
- _____ 4. Ensure that the following items have been returned.
 - Vehicle and miscellaneous tools/equipment
 - Credit cards: gas, long-distance, other
 - Computer equipment including PDA's
 - Cell phones/mobile radios
 - Cash advances
 - Identification Badge
 - Keys
- _____ 5. Ensure completion of all items and return this form to the Personnel Officer.

4. ITSECURITY COORDINATOR

Ensure the following:

- _____ 1. Access card and keys have been returned.
- _____ 2. Commissionaire has been notified of termination.
- _____ 3. Computer access has been terminated.
- _____ 4. The need for continued confidentiality has been communicated to the terminating employee.

5. PERSONNEL OFFICER

- _____ 1. Determine balances, prepare and enter transactions for vacation, expense claims, final pay, employee termination.
- _____ 2. Notify insurance carrier and Employee Benefits Personnel.
- _____ 3. Refer employee to insurance carrier and Employee Benefits for information related to termination/conversion of group life and medical insurance, pension status or refund, retiring pay, etc.
- _____ 4. Issue Record of Employment.
- _____ 5. Update organization chart, telephone directory, floor plan, etc. as required.
- _____ 6. Obtain forwarding address and telephone No.

Comments/followup required

Supervisor's Signature: _____

Date: _____

SECTION 11

EMPLOYEE PRIVACY

11.01 RELEASE OF PERSONAL EMPLOYEE INFORMATION

AUTHORITY: FREEDOM OF INFORMATION AND PROTECTION OF
PRIVACY ACT

ADMINISTRATION: PEI PUBLIC SERVICE COMMISSION
GOVERNMENT DEPARTMENTS / AGENCIES

Section 11.01 Release of Personal Employee Information	Date 06 February 2004	Page 1 of 4
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1. PURPOSE

1.01 The purpose of this policy is to outline the process to be followed when personal employee information is requested to be released.

2. APPLICATION

2.01 This applies to all departments and agencies within the Civil Service who are requested to release personal employee information.

3. POLICY/PROCEDURE

I Verbal Disclosure:

(A) Phone

- confirm with the employee:
 - a. Employee number
 - And
 - b. Birth date or address
- Once you have confirmed the required information, you may provide the employee with the requested information.
-

(B) In Person

- If the employee is known to you then you may provide the information requested directly .
- If the employee is not known then proof of identity must be requested (ie drivers license)

(C) Via Third Parties. This includes partners , family members, accountants, etc.

- Must have written authorization by the employee to allow the party in question access to the employee's information and they must specify the information that is to be disclosed. (Attached Consent Form may be used - Attachment 4.01)
- Third Party will be required to provide the employee's employee number, and birth date or address.
- Departmental contacts will compare the signature on the authorization

Section 11.01 Release of Personal Employee Information	Date 06 February 2004	Page 2 of 4
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form with the employee's signature found in the personnel file.

- Written authorization must be maintained in the Employee's personnel file. In the case of the central payroll office a file will be maintained of all information authorizations.
- Written authorizations are valid for one year and must be renewed after that period. Authorization may be revoked at any time.

II Written Disclosure : (includes T4's, Record of Employment, Pay Statements, screen prints, etc)

- No document will be faxed to the employee or third party. This is due to the risk that an incorrect number may be given or keyed into the fax.
- Documentation will be sent to the employee's interoffice work site or home location. Materials sent through interoffice mail will be in a sealed envelop and marked "Personal and Confidential"
If employees pick up the documents , they will need to provide proof of identity such as a drivers license. (unless the person is known)
- If a third party is to pick up the employee's information, the employee must complete a consent form and state who will be picking up the information. The third party will then be required to provide proof of identity.
- If an employee requests that information be mailed to a third party , they must provide the department with the appropriate mailing address.

III Confirmation of Employment (all requests must have the employee's written approval)

(A) Written

- Employees must request confirmation of employment to their departmental personnel office.
- Employment can be confirmed through the completion of a general letter or through the completion of specific forms of a financial institution.
- If a financial institution has received a release from the employee then the information can be provided.

(B) By Telephone

- If you receive a call from an organization wishing to confirm employment, information they already have in their possession can be confirmed with a yes/no response.

Note: All Third Party requesting information on employees must provide the employee's employee number and birth date or address.

Section 11.01 Release of Personal Employee Information	Date 06 February 2004	Page 3 of 4
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The Employer may be required , in certain circumstances such as Human Rights tribunals, legal action, etc, to provide employee data without employee consent.

When releasing materials of a sensitive nature such as discipline or grievance information department HR professionals are encouraged to verify the release of information with departmental HR Managers.

4. ATTACHMENTS

4.01 Consent Form

Section 11.01 Release of Personal Employee Information	Date 06 February 2004	Page 4 of 4
--------------------------------------------------------------	--------------------------	----------------

ATTACHMENT 4.01
**RELEASE OF EMPLOYEE INFORMATION
 CONSENT FORM**

Consent must be received from an employee prior to the release of personal information to any third parties. Completion of this form will allow the employer to release the stated personal information to the named third party. **Please provide the named third party with your employee number and birth date or address as information will not be provided without this information.**

Employee Name: _____ Department: _____

Employee Number: _____

Information to be Released: (please detail specific information to be released)

Information may be provided to:

Name: _____
 Address: _____
 Phone: _____
 Organization: _____ (If applicable)
 Consent valid until: _____ (maximum one year)

 Employee Signature

 Date

 Witness

 Date

SECTION 12

PERSONNEL MANAGEMENT

12.02 EMPLOYMENT CONTRACTS

AUTHORITY: TREASURY BOARD

ADMINISTRATION: ALL DEPARTMENTS, CROWN CORPORATIONS
& AGENCIES TO WHICH THE CIVIL SERVICE
ACT APPLIES

12.02 EMPLOYMENT CONTRACTS

(1) GENERAL

(a) Introduction

The following sets out Treasury Board's policy, procedures and guidelines for employment contracts.

This directive has been subdivided into the following sections to provide easy reference to specific matters:

		<u>Sub-Section</u>
(i)	General Policy Statement on Use of Employment Contracts	1(b)
(ii)	Application of the Policy	1(c)
(iii)	Policy Approval/Amendment	1(d)
(iv)	Checklist - Is an Employment Contract Appropriate?	2
(v)	Procedural Guidelines	3
(vi)	The Employment Contract	4
(vii)	Administering Employment Contracts	5

(b) General Policy Statement on Use of Employment Contracts

As a general working principle, staff employed by Provincial Government departments are hired under the *Civil Service Act*.

In situations where an appointment under the *Civil Service Act* would not meet the needs of the department, an employee may be engaged under a contractual arrangement.

All employment contracts must be in writing, and signed by both the employee and the Minister Responsible. A copy of Government's Standard Employment Contract is appended as Attachment 12.02-I..

This policy does not apply to professional services contracts and consultant contracts. Individuals engaged under either of those contracts are not employees. While government may be found liable for its employees' negligence if such is committed in the course of employment, those who provide services under a professional or consulting services agreement are, generally liable for their own negligence.

(c) Approval/Authority

Employment contracts for a term not exceeding one year, may be approved by the

Minister Responsible. The Minister may also approve a maximum of two renewals for each employment contract. Employment contracts which exceed a term of one year, employment contract renewals where the total period of employment without a break in service exceeds three years, employment contracts which provide a salary level in excess of the Public Service Commission's recommended level, and employment contracts that provide benefits in excess of the Public Service Commission's recommended level, require the prior approval of Treasury Board.

(d) Application of the Policy

This policy applies to all Provincial Government departments, as well as Crown corporations and agencies to which the *Civil Service Act* applies.

This policy does not apply to professional services contracts and consultant contracts. Individuals engaged under either of those types of contracts are not employees. While Government may be found liable for its employees' negligence if such is committed in the course of employment, those who provide services under a professional or consulting services agreement are, generally liable for their own negligence.

This policy also does not apply to those appointments to the executive division enumerated in subsection 8(1) of the *Civil Service Act*.

(e) Policy Approval/Amendment

This policy and procedure direction was established by Treasury Board via Minute #422 (October, 1988) and has been amended by Management Board Minute #182/93 (August 4, 1993), Executive Council Decision #453/93 (August 11, 1993), Management Board Minute #021/94 (May 11, 1995), Treasury Board Minute #24/01 (April 25, 2001) and Treasury Board Minute #61/01 (May 24, 2001).

In cases where an interpretation is required, such should be referred to the Policy and Evaluation Division of the Provincial Treasury who will make the interpretation or refer the matter to the Secretary to Treasury Board or to Treasury Board if a Board decision is deemed necessary.

(2) CHECKLIST - IS AN EMPLOYMENT CONTRACT APPROPRIATE?

Where circumstances indicate that an employer-employee relationship will exist with the person to be engaged under contract, an employment contract (and not a professional services or consultant contract) must be used.

An employer-employee relationship exists where the employer can specify when, where, how and under what conditions the work will be performed. Also, such a relationship normally dictates that, rather than perform a specific task or amount of work, the employee puts his or her personal services at government's disposal for a specified period of time.

The presence of one or more of the following criteria will also indicate the likely existence of an employer-employee relationship:

- (i) the department or agency actively supervises the work;
- (ii) the department or agency provides the necessary tools, equipment and/or facilities to do the work;
- (iii) the individual has no opportunity to profit and is not exposed to any risk of loss;
- (iv) the individual is economically dependent on Government;
- (v) the individual is precluded from subcontracting or hiring others to do part or all of the work;
- (vi) the individual and his/her work are an integral part of the organization and its work.

(3) PROCEDURAL GUIDELINES

Following is a checklist/guidelines of departmental responsibilities and information that should be obtained as preparatory work prior to submitting the employment contract request to the Minister for signature:

(a) **Job Description** - develop a job description detailing:

- (i) duties and responsibilities of the position;
- (ii) qualifications and abilities required;
- (iii) terms and conditions of employment.

(b) **Job Analysis**

The department "**must**" forward the job description and information on the prospective employee to the Public Service Commission for analysis of the job and recommendation of salary level. The results of this analysis will assist the department in matching the job against existing classifications and determining an appropriate salary range and step. Where the Minister supports a salary in excess of the Public Service Commission recommendation, Treasury Board approval is required.

(c) **Benefit Analysis**

Where the benefits offered to the prospective contract employee deviates from those laid out in the Standard Employment Contract, the department "**must**" forward all relevant information to Employee Benefits for review. The results of this analysis will assist the department in determining proper benefit coverages. Where the Minister supports benefits

that deviate from these recommendations, Treasury Board approval is required.

(d) Background/Factors

- Reason for requesting a contract rather than a term appointment, classified position, etc.
- If the contract replaces an existing classified position, the position number, name of previous incumbent and last date employed.
- Employment application containing the personnel information relating to the proposed contract employee including name, education, experience, etc.
- Although employment contracts normally are not approved for a term of more than one year, long-range plans regarding this position should be noted.
- If request is for a renewal, information re past contracts, term, salary, etc.
- Ensure that any deviations from the "standard" employment contract or compared salary for the job description proposed are noted with appropriate explanation.
- Reference any Executive Council or Treasury Board decisions directly related to the proposed contract.

(d) Financial

Financial information identifying the source of funding for the contract including appropriate account code, etc., and if the employment contract is to continue beyond the current fiscal year, the source of continued funding.

(e) Preliminary Discussions with Prospective Contract Employee

Arrange a meeting with any particular candidate(s) being considered for the job. The following matters should be reviewed:

- (i) clarify that no commitment to the individual can be made before departmental approval is obtained;
- (ii) salary range being considered by Government;
- (iii) benefit package;
- (iv) terms and conditions of employment;
- (v) answer any questions the individual has regarding the job.

(4) THE EMPLOYMENT CONTRACT**(a) General**

Attachment 12.02-I sets out the Standard Employment Contract which has been developed to assist users to ensure that all relevant issues are understood by both parties at the outset of the employment. The contract form has been developed with legal assistance to ensure that appropriate limitations on liability for the employer are in place in the event of a dispute. This is the form to be used unless peculiar circumstances render it inappropriate.

Only in special circumstances should an employment contract for a period greater than one year be approved.

All employment contracts must be signed on behalf of Government by the Minister responsible for the department, Crown corporation or agency concerned. All employment contracts shall be dated the day on which both signatures (or the last of the two signatures) are obtained.

(b) Specific Matters to Note

In paragraph 2 of the standard contract, the second sentence should be deleted if the position is not matched against a classification in the pay plan. In other words, if the position is not matched against a classification in the pay plan, the employee will not be eligible for any scheduled economic adjustments during the term of the contract unless the contract specifically so states.

In paragraph 4, the term of the contract commences on the date the employee actually starts work.

In paragraph 6, the list of benefits is the standard list offered to contract employees. Any additions or deletions should be carefully considered. The only additional benefits which may be permitted where circumstances warrant, are:

- protective clothing and equipment;
- overtime;
- standby pay;
- call-back pay.

In paragraph 7, indicate whether or not the employee is to participate in the Civil Service

Superannuation Fund. Only contract employees who work at least 600 hours per year are eligible to participate in the Civil Service Superannuation Fund.

In paragraph 8, the number of months' notice of termination the employer is required to give the employee must be determined. The appropriate period of notice depends to a large degree on the duration of continuity of employment the employee has enjoyed. Once an employee has two or three years of service, one month's salary may not be considered by the Courts to be sufficient. The fact that this service may have occurred under two or more contracts is not relevant if the contracts cover consecutive terms without a break in service.

Paragraph 8 also provides that the "notice" may be given in equivalent pay rather than as actual notice. This alternative may be helpful where it is not possible or appropriate for the employee to continue working during the notice period.

While not reflected in the standard contract itself, departments should be aware that employees who have accumulated many years service through successive contracts should not simply be terminated at the end of the current contract without some period of appropriate notice. As the appropriate notice period will vary from one set of circumstances to the next, legal advice on the length of notice (or amount of pay in lieu thereof) should be sought.

In Schedule "A", a detailed list of duties and responsibilities should be provided and should incorporate any unusual terms or conditions of employment, e.g. night or weekend work; work at a number of locations.

In Schedule "B", ensure that each item listed is actually reviewed with and initialled by the employee. This should be noted to protect the department in the event of a subsequent misunderstanding.

(5) ADMINISTERING EMPLOYMENT CONTRACTS

Departments are responsible to ensure that appropriate controls are put in place to monitor employment contracts. One individual, usually the departmental administrator, should be assigned the task of:

- (a) making any necessary adjustments to salary and benefits;
- (b) developing a bring-forward system so that sufficient time is available prior to expiry to determine whether a contract employee's services will continue to be required.

**STANDARD EMPLOYMENT CONTRACT
PROVINCE OF PRINCE EDWARD ISLAND**

THIS AGREEMENT made this _____ day of _____, A.D., _____.

BETWEEN:

GOVERNMENT OF PRINCE EDWARD ISLAND, as represented by the

(hereinafter referred to as the "Employer")

AND:

_____, of _____,
in the County of _____, Province of Prince Edward Island.
(hereinafter referred to as the "Employee")

THIS CONTRACT WITNESSETH that in consideration of the covenants and conditions herein contained, the parties hereto covenant and agree that the Employee shall be employed by the Employer upon the following basis:

1. The Employee shall assume all those responsibilities and diligently execute all those duties set out in Schedule "A".
2. The Employer shall pay the Employee as a/an _____
(Title and Step)
on the basis of a _____ hour work week, at the salary rate before deductions, of \$_____, per annum effective the date of employment. The above-stated salary will be adjusted to reflect any negotiated increases applicable to the employee's position, title and step which occur during the term of this employment contract.
3. The Employer may make deductions for the Employee from salary payable to the Employee in such amount or amounts and for such purposes as are more particularly set forth in Schedule "B" hereto.
4. The term of this employment shall commence on the _____ day of _____, 20__ and terminate on the _____ day of _____, 20__ unless terminated on an earlier date in accordance with paragraph 8 hereof.
5. All of the provisions of the *Civil Service Act* Regulations from time to time in force respecting employees employed by the Employer on a contract basis shall be read as provisions of this Contract.

6. Notwithstanding the exclusion of benefits for contract employees as described in Part VI of the *Civil Service Act* Regulations, the Employee is entitled to the benefits listed below and which are subject to the terms and conditions or limitations on entitlement set out in the current Collective Agreement between the Employer and the Union of Public Sector Employees:
- a) Motor Vehicle Allowances
 - b) Vacation
 - c) Sick Leave
 - d) Statutory Holidays
 - e) Special Leave
 - f) Injury on Duty Leave
7. The parties agree that the Employee _____ participate in the pension plan
(shall/shall not)
known as the Civil Service Superannuation Fund.
8. (a) Either party may terminate this Contract without cause by delivering a notice in writing to the other party by personal service or by registered mail ____ month(s) in advance of the date on which termination of this Contract is to be effective.
- (b) Notwithstanding any other provision of this Contract, the Employer may pay to the Employee an amount equal to _____ month(s) pay in lieu of notice. Provision of such payment by the Employer shall constitute provision of reasonable notice of termination to the Employee.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals on the day and year first above written.

SIGNED AND DELIVERED

in the presence of:

WITNESS

WITNESS

) **GOVERNMENT OF PRINCE EDWARD**

) **ISLAND** as represented by the Minister of

) _____
) **Employee**

This is "Schedule A" to a Contract of Employment between the Employer and

_____ dated _____.

DUTIES AND RESPONSIBILITIES

The Employee agrees to execute diligently and to the best of his/her ability the duties and responsibilities listed hereunder:



CIVIL SERVICE SUPERANNUATION FUND

PLAN SUMMARY

This material is not an official version of the Civil Service Superannuation Act.

April, 2001

MEMBERSHIP IN THE CIVIL SERVICE SUPERANNUATION FUND

General Criteria:

- Permanent employees, who works a minimum of 600 per year, must join the CSSF

Who is eligible?

- Probationary, Provisional, and Permanent Civil Servants
- CSC appointee after 2 years
- Executive Division employees
- Employees of Crown Corporations
- Employees of approved Participating Employers
- Plan members receiving Long Term Disability
- Contract employees (if participation is provided for in the contract)

CONTRIBUTIONS

Made by Employee:

- Contributions are compulsory
- Contributions are based on a percentage of pensionable earnings - not gross earnings (e.g. pensionable earnings do not include overtime pay).
- Contribution rates are integrated with the Canada Pension Plan (CPP) and are as follows:

<u>Pensionable Earnings</u>	<u>CSSF Deductions</u>	<u>CPP Deductions</u>
\$0 - 3,500	8.75% of gross	0
\$3,501 - 38,300 (2001)	6.95% of gross	4.3%
\$38,301- max. earnings	8.75% of gross	0

- Employees with 35 years of pensionable service in the CSSF cease to make pension contributions and accrue no further pension credits but continue as members of the plan.

Made by Employer:

- the Employer pays to the fund an amount equal to that paid by the Employee.

ELIGIBILITY FOR PENSION

Normal Retirement: (eligible for a pension with no penalty)

- Must be 60 years of age and must be vested in CSSF (5 years), or
- Members with minimum of 30 pensionable years and minimum age of 55

Early Retirement: (eligible to retire but with penalty)

- Must be at least 55 years of age
- Must be vested in the CSSF (5 years)

PENSION BENEFIT COMPONENTS

The 2% annual accrual shown above is comprised of :

- Life-time Benefit	1.3 % (*)
- Temporary Bridge Benefit	0.7 %

	2.0 %

It is important to note that the benefits paid from the CSSF are integrated with those paid by the Canada Pension Plan. Initially, the two plans were integrated so that the total normal pension benefits provided by both Plans would be equivalent to the total pension benefit provided prior introduction of the CPP.

The CSSF provides a temporary Bridge Benefit which is paid from date of retirement until age 65, the date at which a person is eligible for an unreduced CPP pension.

The Life-time Benefit plus the Bridge Benefit will be roughly equal to the Life-Time Benefit plus the unreduced CPP Benefit that you can draw at age 65.

- * The life-time benefit is the full 2% for that portion of pensionable earnings in excess of the YMPE,

PENSION BENEFIT CALCULATION

Total Pension Benefit

$$\begin{array}{rclcl}
 2\% & & \text{Years of} & & \text{Avg. of 3} & & \text{Annual} \\
 \text{annual accrual} & \times & \text{Pensionable Service} & \times & \text{highest years' salary} & = & \text{Pension} \\
 \text{(e.g. .02)} & \times & 27 \text{ yrs} & \times & \$30,000 & = & \$16,200
 \end{array}$$

Bridge Benefit Reduction:

The pension reduction at age 65 arising from the termination of the bridge benefit is calculated as follows:

$$.7\% \times \begin{array}{l} \text{Years of CPP Service} \\ \text{while a member of the CSSF} \end{array} \times \begin{array}{l} \text{Avg. of the 3 highest} \\ \text{years of CPP's YMPE} \end{array}$$

Therefore, for an employee with an average YMPE of \$30,000, the reduction and life-time benefit is:

Total Pension at age 60 -	.02 x 27 yrs x \$30,000 =	\$ 16,200
Bridge Benefit Reduction at age 65 -	.007 x 27 yrs x \$30,000 =	\$ (5,670)
Life-time Pension	=	----- \$ 10,530

Note: Where a surviving spouse is receiving a spousal benefit, the Bridge Benefit ceases when the contributing member would have turned 65, not when the surviving spouse turns 65.

Calculation for Reduced Pension upon Early Retirement:

- To begin, the unreduced pension that the employee would be eligible to draw at age 60 is calculated. This amount is then reduced by the lessor of:
 - a) 3% for each year prior to age 60, or
 - b) 3% for each year prior to attaining 30 pensionable years.

Note: The earliest that an employee may retire is age 55, therefore, the maximum penalty is 15% (5 years x 3%).

E.G. A person with 28 years of pensionable service wishes to retire at age 57. This example assumes the person's unreduced annual pension is \$20,000. This person would incur an early retirement penalty equal to of the lessor of :

- a) 3 years (60-57) times 3% equals 9%, $.09 \times \$20,000 = \$1,800$
or
- b) 2 years (30-28) times 3% equals 6%, $.06 \times \$20,000 = \$1,200$

In this case the annual pension until age 65 is \$18,800 (\$20,000 - \$1,200).

It should be note that the penalty incurred for retiring early reduces both the temporary bridge benefit and the life-time benefit.

DEFERRED PENSION

- When a vested member terminates from the CSSF, he may opt to leave his contributions in the Fund and may access his pension at retirement age (minimum age 55).
- The deferred pension is indexed annually (see section on indexation).

REFUND OF EMPLOYEE CONTRIBUTIONS

An employee who terminates employment may or may not have to take a refund of pension contributions. The options available depend on the member's years of participation in the Plan.

Years of Participation

	<u>0- 5 Years</u> (not vested)	<u>5 + Years</u> (vested)
Refund of Employee Contributions	Mandatory	Optional (*)

(*) Vested Members may opt to defer the pension until retirement age.

Notes:

- 1) Interest at the rate of 5% compounded annually is paid on refunded contributions.
- 2) An Employee who takes a refund of contributions and who is subsequently re-employed by a participating employer of the CSSF, may restore pensionable service. To do so, the Employee must repay to the CSSF the sum of the refund amount taken, plus interest at the CSSF's rate of earnings since the refund was taken.

DEATH BENEFITS

The manner in which the death benefit is paid depends on the Member’s family structure at time of death and the Member’s status in the Plan. The following, unless noted, applies to Vested or Retired Members.

<u>Member’s Survivors</u>	<u>Benefit Entitlement</u>	<u>Frequency / Duration</u>
Spouse only	60% of Member’s pension entitlement	Monthly for Spouse’s life
Spouse and Dependants	60% of Member’s pension entitlement 1/6 of the Spouses’ pension (To a maximum of 4 Dependants)	Monthly for Spouse’s Life Monthly for Dependants until they are deemed non-dependant.
Dependants only	60% of Member’s pension entitlement in equal shares to the Dependents. “Plus” 1/6 of the Spouse’s pension (To a maximum of 4 dependants)	Monthly for Dependants until They are deemed non-dependant
None	If active; refund of contributions plus interest (5%) to Member’s Estate. If retired; refund of contribution plus interest (5%) minus pension benefits received to Member’s Estate.	

Notes:

- 1) If the Plan Member is not vested then his contributions plus interest are refunded to the Member’s Spouse, and if no Spouse, then to the Member’s Estate.
- 2) A dependant is defined as: 1) a child under the age of eighteen; 2) a child in full-time attendance at an institution of post secondary education, and under the age of twenty-one; or 3) a parent, grandparent, brother, sister, child, or grandchild who is dependant on the individual by reason of mental or physical infirmity.

INDEXATION OF PENSION BENEFIT

Indexation is applied each April 1st at the rate of increase in the Canada All-items Consumer Price Index (CPI) to a maximum of 6%.

The pension payment received upon retirement and the value of a deferred pension benefit are both indexed under the CSSF.

CONTRIBUTIONS FOR SERVICE PRIOR TO PERMANENT APPOINTMENT

There are circumstances where an Employee is permitted to pay into the Fund a specified amount to establish pensionable service for “qualified service” accumulated prior to joining the CSSF. Please contact the Employee Benefits Office for information about this option.

NON-PENSIONABLE SERVICE

- Leaves Without Pay
- Non-Classified Service
- Any period for which contributions were not made

Note: While these leaves do not qualify as pensionable time, they are not considered a break in service!

RECIPROCAL TRANSFERS

A Member, who moves to another Employer with whom the CSSF has a Reciprocal Transfer Agreement, may be eligible to transfer his service and benefits to the new pension plan (and vice versa).

The CSSF has Reciprocal Transfer Agreements with the following pension plans:

- PEI Teacher’s Pension Plan
- Holland College Pension Plan
- Federal Government Pension Plan
- the 9 other Provincial Civil Service Pension Plans
- PEI Hospital Pension Plan
- University of P.E.I.
- Council of Maritime Premiers

DEFINITIONS

CPP Canada pension Plan

CSSF Civil Service Superannuation Fund

YMPE This is a CPP term which means “Yearly Maximum Pensionable Earnings”

Vesting Vesting means the right of a plan member who terminates employment to receive a benefit from the pension plan. A member in the CSSF becomes vested after 5 years of participation in the Plan.

To Contact Employee Benefits re the CSSF, please call 368-4004!

**PEI Civil Service Superannuation Fund
Notification Of Change**

* Required Field

A. Personal

SIN*	
Last Name*	
First Name*	
Other Name	
Initial	

Change of Name:

Last Name	
First Name	
Other Name	
Initial	

Change of Mailing Address:

1	
2	
3	
4	
Postal Code	

B. Employment (Complete only if employment data has changed.)

Employer Name	
Employee ID no. (if applicable)	
Employment Type	Regular , Part-Time
Work %	
Department Code	
Effective Date of Change	

Note: Department Code only needs to be completed by Province of PEI, Queens Region Health Authority and East Prince Health Authority.

C. Pension

Standard Hours	75 Hours or 80 Hours
Effective Date of Change	

Submitted by: _____ Date: _____

For Office Use Only

Entered into Ariel by: _____ Date: _____

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**APPLICATION FOR LEAVE OF ABSENCE
VIA TEMPORARY REDUCTION IN HOURS**

1. Application

Last Name	First Name	Initial
Address		
		Postal Code
Department	Division	Section
Classification/Working Title		Position Number
Employee Number		Phone # (work)

2. Dates

Contract Period (includes period worked and leave of absence):

FROM _____ TO _____

The employee's hours of work will be reduced from the normal hours worked. Specifically, during this period, the employee will work:

i) Part Day/Week Option

_____ percent of each pay period for the period of the agreement.

or

ii) Part Year Option

Work period(s) (ie normal work hours) _____

Leave of absence **without** pay from _____ to _____

Note: Hours Worked must be a minimum of 50% of regular full-time hours for the position.

3. Reason for request

4. Superannuation

Pursuant to section 7(2)b of the Civil Service Superannuation Act R.S.P.E.I. 1988, Cap C-9, a full-time employee participating in this program may opt to have the amount of contributions calculated by reference to the salary the employee would have received if the employee were not participating in this program.

An employee considering joining this program should be aware of the two (2) pension options available.

Option 1: Pay pension contribution on the full salary applicable to the employee over the contract period.

Option 2: Pay pension contributions on actual salary received during the contract period.

Implications: In Option 1, the employee will have pension credit equivalent to the employee's normal hours for his/her position at the end of the contract period.

In Option 2, the employee will only have pension credit for the reduced time period actually worked during the contract period.

Note: If the employee will be on leave of absence without pay and he/she chooses to pay pension on 100% salary, upon return to work payment of pension contributions relating to the leave of absence shall be made by lump sum payment or by payroll deductions over the same period as the leave.

I hereby select Option # _____ regarding superannuation benefits.

Employee's signature

5. Terms of participation in this program:

- a. The salary to be paid to the applicant during the contract period shall be their salary earned during the work period.
- b. AD&D, Life Insurance and LTD coverage and premiums will be based on the actual salary received during the contract period.
- c. CPP and UI premiums are to be based on my actual salary received during the contract period.
- d. Superannuation contributions are to be deducted in accordance with option selected in Section 4.
- e. During the contract period, vacation and sick leave will be earned and expended on a pro rata basis.
- f. Withdrawal from the program or any revisions desired will be requested in writing to the Employing Authority.

Date

Employee

I hereby agree to this employee's application.

Date

Supervisor / Manager

Date

Human Resource Manager

Date

Director / Deputy Minister

To Be Completed by the Department:

Is this employee's position to be backfilled? Yes No