

COLLECTIVE AGREEMENT

BETWEEN

**THE EDUCATION NEGOTIATING
AGENCY**

AND

THE CANADIAN UNION OF

PUBLIC EMPLOYEES

UNION LOCAL 3260

April 1, 2018 – March 31, 2021

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This Agreement made as of this day of **July** _____, **2019**

BETWEEN:

The Education Negotiating Agency

-AND-

The Canadian Union of Public Employees Local 3260

Witnesseth that the parties hereto in consideration of the mutual covenants hereinafter contained agree each with the other as follows:

ARTICLE 1 – PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to maintain harmonious relations and settled conditions of employment between the Employer and the Union.

ARTICLE 2 – APPLICATION OF AGREEMENT

- 2.1 This Agreement applies to and is binding upon the Employer and the Canadian Union of Public Employees Local 3260.

ARTICLE 3 – DEFINITIONS

- 3.1 “Agency” means the Education Negotiating Agency as established under the ***Education Act***.
- 3.2 “Classification” means the identification of a job or position by reference to a class title and job or position specifications as established by the Minister.
- 3.3 “Employee” means any person employed as an Educational Assistant, Student Attendant, Workplace Assistant or Youth Service Worker: There are three categories of Employees.
- (a) “Permanent/Probationary Employee” includes:
- (i) a permanent full-time Employee and who is scheduled to work or works the hours prescribed in Article 16.1,
 - (ii) a permanent part-time Employee who is regularly scheduled to work and works less than the hours for a regular full-time Employee. A regular part-time Employee shall be entitled to all of the benefits of the Collective Agreement on a prorated basis,
 - (iii) a probationary Employee who has not completed the probationary period prescribed by Article 10.1.
- (b) “Relief Employee” means a person who is employed to work for a specified period of time in excess of fifteen (15) consecutive working days to fill a position which is vacant due to the absence of a permanent full-time Employee or a permanent part-time Employee through illness, accident or approved leave of absence or to fill a Temporary Position.

A Relief Employee shall have the following rights and privileges of the Collective Agreement:

- (i) Article 4 – Recognition
Article 8 – Management Rights
Article 9 – Union Security and Dues Check Off
Article 13 – Strike and Lockout
Article 14.7 – Promotions and Staff Changes
Article 16 – Hours of Work and Statutory Holidays
Article 17 – Overtime
Article 18 – Travel Allowance
Article 19 – Employee Rights
Article 23 – Vacation Pay
Article 27 – Sick Leave (except Article 27.11 and 27.14)
Article 28 – Worker’s Compensation (except 28.2, 28.3 and 28.4)
Article 31 – Health and Safety
Article 32 - Violence
Article 34 – No Discrimination
Article 36 – Grievance Procedure
Article 37 – Arbitration
Article 38 – Harassment
Appendix A – Wages
Schedule E
Schedule F
 - (ii) Relief Employees are not permanent Employees and shall automatically relinquish the position and all rights and privileges covered by the Articles listed in (i) above when the regular full-time or regular part-time Employee returns to duty.
 - (iii) Relief Employees with an appointment of forty (40) consecutive working days or greater shall be entitled to paid leaves under Articles **25.1 (limited to 1 day with pay for immediate family as defined in 25.10)**, 25.3 (b) and 25.12(b)(c) and (d), **25.5, 25.11 and 25.13** during the period of relief employment.
 - (iv) **Relief Employees will receive an appointment letter at the beginning of their assignment stating their wage, start and end date.**
 - (v) All Relief Employees shall only have access to professional development activities under Article 25.12 (c) and (d) on an unpaid basis and subject to priority for permanent Employees.
- (c) “Casual Employees” (“substitutes”) means a person employed to work on a day to day basis as required to fill short term vacancies (less than 15 days) arising as a result of the absence of a Permanent or Relief Employee or to fill a short-term Temporary Position.

- (i) Casual Employees have no guarantee of ongoing employment, but shall have the following rights and privileges of the Collective Agreement:

Article 4 - Recognition
Article 8 – Management Rights
Article 9 – Union Security and Dues Check Off
Article 13 – Strike and Lockout
Article 14.7 – Promotions and Staff Changes
Article 16.1 and 16.2 – Hours of Work and Statutory Holidays
[except 16.1 (a) (i)]
Article 17 – Overtime
Article 18.1 and 18.3 – Travel Allowances
Article 19 – Employee Rights
Article 28.1 – Worker’s Compensation
Article 31 – Health and Safety
Article 32 - Violence
Article 34 – No Discrimination
Article 36– Grievance Procedure
Article 37 – Arbitration
Article 38 – Harassment
Appendix A – Wages

- (ii) **If a Casual Employee with a confirmed assignment reports to a school and is subsequently notified they are no longer required, the Casual Employee will receive pay for all hours they had been originally assigned for that day.**
- (iii) **If a Casual Employee is at work on a day where there is an early closure and they are directed by their Immediate Supervisor to leave the workplace early, they will receive pay for all hours they had been originally assigned for that day.**

3.4 “Temporary Position” means a position created for a specified period of time not to exceed sixty (60) consecutive working days where an assessment on a new student is necessary to determine whether support services are required for that student for the remainder of the school year. The Employer shall provide the Union with a letter specifying the name of the Relief or Casual Employee, the school, the duties and the start and end date of the Temporary Position. The Employer shall also advise the Union of the outcome of the assessment and shall post the position at any point in the school year if it becomes a permanent position after the sixty (60) day assessment.

3.5 “Employer” means an Education Authority established under the Education Act.

- 3.6 “Local” means the Employees of an Employer who are members of Local 3260.
- 3.7 “Minister” means the Minister of Education, Early Learning and Culture.
- 3.8 “School” means the place of work designated as a base by the Employer for Employees.
- 3.9 “School Fiscal Year” means that period between July first (1st) and June thirtieth (30th) of the following year.
- 3.10 “School Year” means that period of time defined by the Minister in the school calendar.
- 3.11 Effective the first (1st) day of the school year 1995-96:
- (a) “Seniority” means the length of employment from the last date of hire;
 - (b) “Service” means the actual hours worked.
- 3.12 (a) “Educational Assistant” means an Employee who is employed by an Employer to work under the supervision of the School Principal or Designate and under the direction of a certified teacher to assist in the implementation of individual education plans and/or behaviour management plans of students with special educational needs. The parties recognize that not all students with special educational needs require support of an Educational Assistant.

For greater clarification, “special educational needs” mean:

- (i) educational needs of students where there is substantive normative agreement; or
- (ii) educational needs of students who have significant difficulties in learning which do not appear to be attributable to (i) or (iii); or
- (iii) educational needs of students, which are significant and are considered to arise primarily from socio-economic, cultural and/or linguistic factors.

- (b) “Youth Service Worker” means an Employee who is employed by an Employer to work under the supervision of school principals and the direction of school counselors and teachers to assist in the development and implementation of specific behaviour management and social and life skill programs in the classroom, home, community and the workplace in accordance with plans established by the school based student services team.
- (c) “Student Attendant” means an Employee who is employed by an Employer to attend to the personal **and medical** needs of students with special physical challenges by providing support to students related to mobility, personal care, **and medical needs** under the supervision of the School Principal or Designate.
- (d) “Workplace Assistant” means an Employee who is based out of a high school and works closely with the student services team of teachers, Educational Assistants, etc. to provide a variety of direct and indirect supports to special needs students in the successful placement in the community for employment and community service opportunities as part of the transition from school to community. Work is performed under the supervision of the resource teacher and/or co-op teacher, workplace employer or community access facilitator.
- (e) **“Itinerant Employee” means an Employee who is employed in a position as referenced in Articles 3.12 (a), (b), (c) and (d) and who is hired to work on an itinerant basis in block rotation assignments in a designated area of the province of approximately 6 to 8 weeks, as determined by the needs of the Employer(s). An Employee who is hired as an Itinerant Employee:**
- (i) **will be assigned a Normal place of work by the Employer prior to their first day of work; and**
 - (ii) **may be assigned to an Alternate workplace with each new block rotation assignment; and**
 - (iii) **for the purpose of Article 14, assignments to an Alternate workplace shall not constitute a reassignment and location of work shall be the designated area of the province.**

When possible, the Employer will attempt to assign the Itinerant Employee to Alternate workplaces within 50 km of their Normal place of work. In the event the Employer assigns an Itinerant Employee to an Alternate workplace that is more than 50 kms from their Normal place of work, the Employer shall pay mileage according to Treasury Board's policies on travel for the required travel in excess of 50 km.

(f) Casual Educational Assistants:

- (i) Regular Authorized means a Casual Employee who meets the educational requirements as per Appendix "A" Subparagraphs 2 (a)(i) or 2(a)(ii).**
- (ii) Substitute Authorized means a Casual Employee who has a minimum of Grade 12 High School Diploma or equivalent.**

- 3.13 "Union" means the Canadian Union of Public Employees, Union Local 3260.
- 3.14 Words in the singular include the plural and words in the plural include words in the singular, unless otherwise defined.
- 3.15 "Alternate workplace" means a location which is designated by the Employer as a temporary work location where the Employee performs the duties of their position.
- 3.16 "Domicile" means the place where the Employee maintains their residence.
- 3.17 "Normal place of work" means the location which is designated by the Employer where the Employee performs the normal duties of their position.
- 3.18 "Immediate Supervisor" means Administrator or Designate.
- 3.19 "Spouse" means a legally married spouse or an individual with whom an Employee has been **cohabitating** as spousal partners for a period of not less than one (1) year. A person may only have one spouse.
- 3.20 "Non-Contact Day" means a work day other than an instructional day as defined in the *Education Act*.**
- 3.21 "Department" means the Department of Education, Early Learning and Culture, or any successor Department of the Provincial Government responsible for public education in the province.**

ARTICLE 4 – RECOGNITION

4.1 The Union is the sole bargaining agent for all Employees, as defined in Article 3.3.

4.2 Work of the Bargaining Unit

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

4.3 Merger, Amalgamation and Closures

(a) Except in cases of emergency should the Employer merge, amalgamate, close or combine any of its operations or functions, or should any other Employer take over any of the operations or functions of the Employer, the Employer agrees to give the Local notice in writing ninety (90) calendar days prior to implementation of any such plan.

(b) Discussions will commence between the parties within ten (10) calendar days of such notice and every reasonable effort will be made to provide continuous employment for Employees affected in the bargaining unit. Any Employees affected by such take over shall be offered alternate employment if available, with their present Employer or the other Employer assuming the operations and functions, and in the latter case seniority of the Employees in the amalgamated Employers or service shall be considered. If alternate employment is not mutually agreed upon for some Employees, the layoff shall be in accordance with Article 12.

4.4 No Employee shall be required or permitted to make any written or verbal agreement with Employers or their representatives which may conflict with the terms of this Collective Agreement.

4.5 The Union shall not permit any individual Employee or group of Employees to represent it at meetings with the Employer without proper authorization of the Union. In order to comply with the foregoing statement, the Union will provide the Employer with the names of its officers and stewards. Similarly, the Employer will, if requested, provide the Union with a list of supervisory or other personnel with whom the Union may be required to transact business.

4.6 The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security, Dues Check-Off, probationary period, compulsory participation in Group Life and Group Medical Insurance Plans, Prince Edward Island Education Sector Pension Plan, Long Term Disability Plan and any other benefits provided by the Employer.

- 4.7 On commencement of employment the new Employee shall be informed of the name and location of the Union Steward and Union **Officer** by the Employer. The Employer shall provide the new Employee with a copy of the Collective Agreement.
- 4.8 The Employee shall have the right to have the assistance of **Representatives** of the Canadian Union of Public Employees when dealing with the Employer. If an Employee **or Employer** requests a meeting with **the other party**, notice **shall be given** in advance **to the Employee or Employer**, of the purpose of the proposed meeting. Such notice **from the Employee** shall indicate who, if anyone, will be accompanying the **Employee**.
- 4.9 (a) The parties agree that in order for the Union to effectively represent Employees it is necessary that the Minister provide the Union with certain personal information of Employees of the bargaining unit.
- (b) The Minister shall provide the Union, upon the Union's request at the end of September of each year, with the following information in respect of those Employees who are members of the bargaining unit:
Employee name, home address, and telephone number.

ARTICLE 5 – DURATION AND TERMINATION

- 5.1 Except as otherwise provided in this Agreement, the provisions of this Agreement shall be in effect for a term beginning April 1st, **2018** and ending March 31st, **2021** and shall be automatically renewed thereafter for successive periods of twelve (12) months, unless either party requests the negotiation of a new agreement by giving notice in writing to the other party not more than three (3) months and fourteen (14) calendar days and not less than thirty (30) calendar days prior to the expiration date of this Agreement or any renewal thereof.
- 5.2 Where a notice requesting negotiation of a new agreement has been given, this Agreement shall remain in full force and effect until such time as agreement has been reached in respect of a renewal amendment or substitution hereof. This Agreement may be further extended from time to time by mutual agreement.

ARTICLE 6 – MUTUALLY AGREED AMENDMENTS

- 6.1 Any mutually agreed amendments, by the Union and the Agency, to this Agreement shall form part of this Agreement and shall be subject to the grievance and arbitration procedures.

ARTICLE 7 – COPIES OF THE AGREEMENT

- 7.1 The Employer shall have printed sufficient copies of the Agreement for Employees requesting a physical copy within a reasonable time after the signing of this Agreement. A copy of the Agreement shall be sent to every school. The cost of such printing is to be shared on a 50/50 basis between the Employer and the Union. The Collective Agreement will be available to all Employees online.
- 7.2 The parties agree that a sufficient number of French language agreements shall be printed. Cost for translation shall be borne by the Employer.
- 7.3 In the event of a conflict in language between the English and French versions of the Collective Agreement, it is agreed that the English version shall prevail.

ARTICLE 8 – MANAGEMENT RIGHTS

- 8.1 The Union recognizes that it is the right of the Employer to exercise the function of management and to direct the operations of the school unit and the working forces of the Employer, subject to the terms of this Agreement.
- 8.2 The Union shall ensure that the Employees will comply with the instructions, rules and any regulations laid down by the Employer. A violation of such instructions, rules and any regulations will be cause for discipline or dismissal for cause subject to the grievance procedure.
- 8.3 The Employer shall make available online policies, rules and regulations which Employees are required to follow in the course of their employment, including any amendments or additions to policies, rules and regulations. The Employer shall provide to the Union the URL or web addresses where these documents are located.
- 8.4 If any law proclaimed in force by the Province of Prince Edward Island applying to Employees covered by the Collective Agreement renders any provision of this Agreement null and void, all other provisions shall remain in effect for the term of this Agreement and the parties to this Agreement shall commence negotiations within thirty (30) days of proclamation with a view to arriving at a mutually acceptable replacement for the provision rendered null and void.

ARTICLE 9 – UNION SECURITY AND DUES CHECK-OFF

- 9.1 The Employer shall deduct from the pay of all Employees on the first regular dues deductions date the amount of the monthly membership dues of the Union.

- 9.2 Deductions shall be made from the payroll period at the first of each month and shall be forwarded to the Secretary Treasurer of the National Union not later than the 30th day of the month, accompanied by a duplicate list of names of all Employees from whom the deductions have been made. The Union shall keep the Employer advised of the name and address of the Secretary Treasurer.
- 9.3 Before the Employer is obliged to deduct any dues under this Article the Union must advise the Minister and the Employer by providing thirty (30) days' notice in writing signed by the President and **Secretary**-Treasurer of the Union, prior to the appropriate payroll date on which the amount of the new regular monthly dues are to be deducted. The Employer will ensure that the necessary steps are taken to effect an adjustment in payroll deductions.

The amount as advised shall continue to be the amount of dues to be deducted under this Article until changed by a further written notice to the Minister and the Employer signed by the President and **Secretary**-Treasurer of the Union after which such changed amount shall be the amount to be deducted.

- 9.4 The sums deducted under this Article shall be accepted by the Union as the regular monthly dues of those Employees who are, or shall become members of the Union and the sums so deducted from non-members of the Union shall be treated as their contribution towards the expenses of maintaining the Union.
- 9.5 The Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this Article.
- 9.6 The Union assumes full responsibility for the disposition of any sums deducted from the wages of any Employee and remitted to the **Secretary**-Treasurer of the Union under this Article.

ARTICLE 10 – PROBATION AND SENIORITY

PROBATION

- 10.1 (a) The probationary period for full-time and part-time probationary Employees shall be one hundred and eighty (180) working days excluding any leave with or without pay.
- (b) During the probationary period, the probationary Employee shall be entitled to all the benefits of this Agreement except Article 11 and that the decision of the Employer as to work assignment or termination of employment shall be, subject to Article 34.1, final and shall not be made subject to a grievance hereunder.

- (c) When an Employee has completed the probationary period, their seniority shall date back to the date on which their permanent/probationary employment began.
- (d) Accumulated probation time shall carry over to the following year provided the probationary Employee receives an assignment for the following school year or is appointed to a permanent position prior to February 2nd; otherwise, any accumulated times shall be forfeited.
- (e) There will be informal evaluations/consultations throughout the Employee's probationary period. Any concerns will be brought to the attention of the Employee. In accordance with (b) there is no recourse to the grievance procedure in the event the Employer elects to terminate the employment relationship at any point during the probationary period.
- (f) **Upon completion of one's probationary period, a letter of notification from the Employer will be provided to the Employee.**

SENIORITY

10.2 Each Employer shall maintain a seniority list which shows:

- (a) the date on which the Employee's employment commenced;
- (b) the Employee's seniority as defined in Article **3.11**

An up-to-date seniority list shall be forwarded to the Union prior to **July 31** of each year and posted on bulletin boards in September of each year.

10.3 An Employee who:

- (a) (i) is not recalled by the Employer for a continuous period of twenty-four (24) months or more; or
- (ii) has been discharged for cause; or
- (iii) has voluntarily left the employ of the Employer; or
- (iv) retires; or
- (v) has been absent without permission of the Employer or without reasonable excuse for a period of five (5) consecutive working days or more in any one school fiscal year.

shall lose any acquired seniority.

An Employee who has:

- (b) (i) an interruption of employment for Christmas, mid-term or any other breaks approved under the school calendar or for the school

- closure period between successive school years;
- (ii) is on approved leave of absence under Article 25;
- (iii) is on approved leave of absence under Article 26;
- (iv) is absent from work while drawing sick leave benefits.

shall retain and continue to accumulate seniority.

- 10.4 Should an Employee of another Employer within the bargaining unit be successful in an application for a posted position, the Employee's seniority is portable to the other Employer and such seniority shall form part of the Employee's cumulative seniority.

ARTICLE 11 – SUSPENSION AND DISCHARGE

- 11.1 No Employee shall be suspended or discharged by the Employer except for cause.
- 11.2 When an Employee is suspended or discharged, the Employer shall, within ten (10) working days of the suspension or discharge, notify the Employee and the Recording Secretary of the Union in writing by registered mail or personal service stating the reason for the suspension or discharge.
- 11.3 Where an Employee alleges suspension or discharge in violation of Article 11.1, the Employee may invoke the grievance procedure, including arbitration.
- 11.4 Whenever the Employer or its authorized agent deems it necessary to censure an Employee in a manner indicating that dismissal may follow any further infraction, or may follow if such Employee fails to bring their work up to a required standard within a given period of time, the Employer shall, within ten (10) working days thereafter, give written particulars of such censure to the Employee involved.

ARTICLE 12 – LAYOFF AND RECALL

- 12.1 A layoff for the purpose of this Agreement shall be defined as the elimination of an Employee's initial assigned hours of work or work period.
- 12.2 No Employee shall be laid off during the school year.
- 12.3 Employees shall be recalled in the order of their seniority to fill consequential vacancies pursuant to Article 14 which exceed fifteen (15) consecutive working days provided the Employee has the necessary ability, qualifications, suitability, and special skills required to perform the work. For vacant positions subject to posting, Employees shall be recalled pursuant to the procedure established in

Article 14.1. Recall rights shall lapse if the layoff lasts more than twenty-four (24) consecutive months without the Employee returning to work with the Employer pursuant to recall.

- 12.4 Where an Employee is considered to be in layoff status the Employee shall be entitled to claim the position of an Employee in a Local subject to the following conditions:
- (a) that such other job is held by an Employee with less seniority; and
 - (b) that the Employee claiming the position has the necessary ability, qualifications, suitability and special skills required to perform the work.
 - (c) It is agreed that an Employee on layoff status shall not be entitled to bump to a different classification.

ARTICLE 13 – STRIKE AND LOCKOUT

- 13.1 There shall be no strikes, slowdowns, walk-out, lock out or similar interruptions of work during the life of this Agreement. Further, the officials of the Union agree not to encourage or authorize any strike or cessation of work contrary to this Agreement.

ARTICLE 14 – PROMOTIONS AND STAFF CHANGES

- 14.1 Both parties recognize:
- (a) The principle of promotion within the service of the Employer.
 - (b) That job opportunity should increase in proportion to length of seniority.

Therefore, in making staff changes, transfers or promotions within the Employer's service, appointments shall be made of the applicant with the greatest seniority provided the most senior applicant has, the necessary ability, suitability, qualifications, and special skills required to perform the work and provided the change, transfer or promotion does not negatively affect a delicate relationship existing between an applicant and a student.

In the event that the seniority of two or more applicants are equal, the Employee with the greatest number of paid hours in the bargaining unit subsequent to **their** permanent date of hire shall be granted the employment. An Employee absent for maternity leave, parental leave, injury on duty leave (WCB) or on an approved Long Term Disability claim shall be deemed to have paid hours for the period of leave equivalent to their regular

guaranteed hours of employment. In such a situation, the Employer will provide this information to the Employee upon request.

The successful applicant shall be placed on trial for a period of thirty (30) working days. Conditional on satisfactory service, such trial promotion, transfer or staff change shall become permanent at the end of the trial period. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds **themselves** unable to perform the duties of the new job or position, **they** shall be returned to the former position without loss of seniority and wage or salary. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to the wages and hours of the former position without loss of seniority.

If the Employer denies an opportunity to an Employee to increase hours during the school year because of a delicate relationship, the Employer shall, during the transition period, allow the Employee to work additional daily hours equivalent to the lost opportunity. The transition period is the length of the opportunity, not to extend after the current school year.

- 14.2 In this Article, “assignment process” shall mean the annual allocation of hours of work and location of that work to an Employee for the next school year.
- (a) The Employer shall determine assignments for Employees in accordance with the criteria in 14.1, but shall not be required to post such assignments except in accordance with Article 14.2(h).
 - (b) When it becomes apparent in the course of the assignment process that it is necessary for an Employee to change schools, the least senior Employee in the school who meets the criteria in Article 14.1 and who has the same number of assigned hours shall be reassigned to another school. If available, the Employee will be assigned to a vacant position within a 50 km radius from their domicile. If unavailable, the Employee will be placed in a position held by the least senior Employee with equivalent hours within a 50 km radius.
 - (c) The Employer shall, where operational scheduling permits, make every reasonable effort, when hours are allocated and do not exceed three (3) hours to provide Employees with a work schedule to maximize their assigned hours up to seven (7) **hours** per day or thirty-five (35) hours per week.
 - (d) An Employee who wishes a change in assignment shall advise the Employer in writing of the desired change no later than March 31 of the school year preceding the school year for which the change is sought. An Employee who, as a result of a disability, is subject to limitations

supported by medical documentation in their ability to carry out the full duties of their position shall provide medical documentation to the Employer no later than March 31 via the prescribed form, of the preceding school year of their need for possible accommodation.

- (e) Subject to Article 14.1, where an Employer receives a written expression of desire for change in assignment, via the prescribed form, in accordance with (d), the Employer shall consider the Employee's request in determining assignments for the following school year when there are vacant positions available.
- (f) Prior to the assignments being sent to schools, the Employer and the Union will meet to discuss the proposed assignments. Prior to the meeting, the Employer will provide the Union with all the relevant up-to-date information required.
- (g) Employees will be provided, prior to the end of the first full week in June with written notification indicating their probable:
 - (i) reporting date for work for the next school year;
 - (ii) assigned hours of work, work location, and
 - (iii) period of unpaid separation for the Christmas, March and summer break.

In the event that unforeseen circumstances cause the Employer to change the probable assignment the Employer shall immediately notify the Employee in writing of the change.

- (h) Any vacancies, relief or permanent, which arise after the initial assignment but before commencement of school shall be posted as such to the Local in the following manner:
 - (i) those postings which can be dealt with prior to the end of June shall be posted in June for closing by June 30; and
 - (ii) subsequent to the end of June the Employer shall post positions in the Employer's offices and where capabilities allow, on the school board's website on the fourth (4th) Monday in July and the second (2nd) Monday in August. There will be no consequential postings as a result of the postings on the second (2nd) Monday in August.
 - (iii) Postings referred to in (i) and (ii) will be announced via the **Employer's** email/or the Employer shall post vacant positions on the Employer's website for a period of five (5) working days.
 - (iv) Prior to recalling any laid off Employees into consequential vacancies, the hours of Employees in the school where the vacancy is located will be maximized if operationally possible based on Article 14.1.

- (i) The Employer agrees to meet with the Local Representatives immediately prior to the commencement of school in order to discuss alternate methods of assigning any additional hours that remain to be assigned as of the commencement of school. The purpose of this consultation is to facilitate the possibility of permanent Employees obtaining an assignment with a greater number of hours.
- (j)
 - (i) The Employer shall forward to the Union the list of assignments in June and every three (3) months thereafter. The following information shall be contained in the list of assignments: Employee name, assigned school and number of assigned hours. Any remaining vacancies identified by the Employer at that time will be indicated as “to be filled and will be assigned during the summer”.
 - (ii) The Union will be permitted to distribute the assignment list to its members for the sole purpose of assuring members that their seniority rights have been observed in the assignment process. The Union shall not copy or further distribute any of the information from the assignment list to persons outside of the bargaining unit.
- (k) For greater clarification, for the purpose of this Article, work location shall not be more than fifty (50) kilometers from the Employee’s domicile. However, the distance could be in excess of fifty (50) kilometers if the Employer and the Employee mutually agree.

14.3 (a) In the event that unforeseen circumstances cause the Employer to change assignment of an Employee as a result of a student-initiated change during the school year, the Employer shall provide, where operationally possible, two (2) weeks written notice to the affected Employee and the Vice-President.

- (i) The affected Employee may be assigned to alternate work assignments, including work at other work locations. In determining the new assignment, the Employer shall apply the criteria in Article 14.1 and shall comply with Article 14.2 (k).
- (ii) In the event that no one wishes to be reassigned, the junior Employee with the same number of hours and with the criteria in Article 14.1 will be reassigned.
- (iii) In the event the reassigned Employee has to travel a greater distance to the new work location, the Employer shall pay mileage pursuant to Article 18 for the additional travel

required.

(iv) In the event the reassigned Employee volunteered for the reassignment, the Employer shall not incur costs greater than would have been incurred had the reassignment occurred pursuant to subparagraph (ii).

(b) For greater clarification, for the purpose of this Article, work location shall not be more than fifty (50) kilometers from the Employee's domicile. However, the distance could be in excess of fifty (50) kilometers if the Employer and the Employee mutually agree.

14.4 Vacancies During the School Year

(a) Educational Assistants/Student Attendant/Workplace Assistants

(i) During the school year, the Employer shall post all vacancies which:

- (1) are for more than three (3) hours per day;
- (2) are for a period in excess of sixty (60) working days; and
- (3) arise prior to February 2nd

These vacancies shall be posted in the same manner as for Youth Service Workers pursuant to Article 14.4 (b) (i).

(ii) Any consequential vacancies which arise under 14.4 (a) **(i)** shall be filled by a **Casual/Relief** Employee.

(iii) In the case of a vacancy arising during the school year which is not posted pursuant to 14.4 (a)(i), the Employer shall, where operational scheduling permits, make every reasonable effort to provide Employees with a work schedule to maximize working hours up to seven (7) hours per day or thirty-five (35) hours per week.

(iv) Notwithstanding Articles 14.1 and 14.4 (a)(1), in no case shall the Employer be obligated to appoint an Employee to a vacant position during the school year unless the vacant position is one with increased daily hours of work for the Employee, or one which lessens the distance from the Employee's domicile to the school by at least twenty (20) kilometres.

(b) Youth Service Worker

(i) When a vacancy occurs or a new position is created inside the

Local, such position shall be posted by the Employer in the **Employer's** offices and in the school for a period of five (5) working days. The vacancy shall be filled within twenty (20) working days from the closing date of the posting. In addition, the Union shall be notified of the vacancy or new position, in writing, by the Employer.

- (ii) (1) A temporary vacancy created by a leave of absence granted pursuant to Article 25, 26, 27, 28 or **39** which exceeds sixty (60) working days shall be posted in accordance with this Article.
- (2) Any subsequent vacancies created as a result of the application of (i) do not need to be posted and shall be filled by a casual/relief Employee.
- (3) An Employee who fills a temporary position under this Article shall continue to be an Employee during the term of the temporary assignment.

14.5 Such **postings** shall contain the following information: Nature of position, **start and end date**, qualifications, knowledge and education, special skills required, hours of work and wage or salary rate and location. Qualifications may not be established in an arbitrary or discriminatory manner.

14.6 The Employer may, at the same time as the posting is made, advertise publicly for additional applications, but no public applications shall be processed until all applications from within the Local, including those of probationary Employees and relief Employees, have been considered.

14.7 (a) Should it be determined that there are no seniority rated applicants within the Local where the position exists who satisfy the criteria set out in Article 14.1 then the Employer shall give consideration to those applications received from casual or relief Employees or Employees who are members of another Local.

(b) Should it be determined that there are no casual or relief Employees or Employees who are members of another Local who are satisfactory to the Employer then the Employer may give consideration to public applications.

14.8 **Employee Exchange**

(a) Permanent Employee may enter into an arrangement to exchange assignments for the period of one (1) full school year.

(b) Approval for an Employee exchange is at the discretion of the Employer(s).

- (c) Any Employee who is involved in an inter-Employer Employee Exchange shall be considered an Employee of the Employer with which they were employed immediately prior to the exchange, and the exchange shall not constitute a break in service with the Employer.
- (d) Employees entering into an Employee Exchange shall hold equivalent assignments.
- (e) **In the event of a reassignment during the school year pursuant to Article 14.3, the reassignment process in the school affected will be based on the Seniority of the Employee in the original assigned position.**
- (f) At the conclusion of the exchange, each Employee will be included in the assignment process based on **their** original assignment. If a permanent exchange is requested by both employees with the approval of their respective **Immediate Supervisors** and the Employing Authority, each Employee will be included in the assignment process based on **their** new assignment.

14.9 **Appointment Letter**

Every Employee who is hired into a Permanent or Probationary position will receive an appointment letter stating wages, start and end date of probationary/trial period.

ARTICLE 15 – EMPLOYEE`S OFFICIAL PERSONNEL RECORD FILE

- 15.1
- (a) When the Employer determines that a complaint concerning an Employee is worthy of written dissatisfaction or that there is a complaint that requires investigation the Employee will be notified within ten (10) working days of the Employer becoming aware of the event or the complaint. This notice shall include, where known, details of the incident which led to the complaint. If this procedure is not followed such complaint shall not become part of the Employee`s record or be used against the Employee at any time.
 - (b) Before any written expression of dissatisfaction is placed in the Employee`s file, the Employee shall examine the document and shall sign it. This signature is placed therein with expressed understanding that the signature does not necessarily indicate agreement with the contents. The Employee`s reply to the written expression of dissatisfaction shall become part of the record.

- (c) The record of an Employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or adverse reports, provided no further disciplinary action, reprimand or adverse report has been recorded during the period. Such record shall be removed from the Employee`s file at the expiration of the twenty-four (24) month period. For clarity, the twenty-four (24) month period referenced in this article means active employment.
- 15.2 The Employee shall, upon written request, be given access to their file during normal business hours of the Employer. Such access shall include the right to receive a copy of any document on their file and the Employee shall acknowledge such receipt in writing.
- 15.3 Upon termination of employment with the Employer, the official personnel record file will remain the property of the Employer; however, documents or copies of same contained in the file may be released only with the written consent of the Employee.
- 15.4 (a) When an evaluation is completed the Employee shall be provided with a copy.
- (b) The Employer will make every effort to provide an evaluation at least every two (2) years. An Employee can request an evaluation if one has not been completed in the prior two (2) years.
- 15.5 Any personnel record pertaining to an Employee`s appointment and Employee contract shall be made in writing or by email with a copy given to the Employee, a copy placed in **their** official personnel record file and a copy shall be sent to the Vice-President of the Local within a reasonable time frame.

ARTICLE 16 – HOURS OF WORK AND STATUTORY HOLIDAYS

- 16.1 (a) (i) The normal hours of work for regular full-time Employees shall consist of seven (7) hours per day for each day as defined in the school calendar, plus the statutory holidays which fall between the first school day and June 30 each school year. The minimum amount of hours per day shall be no less than three (3) hours per day.
- (ii) Each Employee shall have a fixed schedule consisting of regular and recurring hours of work with the same number of hours each school day. In the event of change in the fixed schedule, the Employee shall be provided with a reasonable period of notice.

- (b) **Employees** employed for four (4) or more hours per day, shall have a scheduled unpaid lunch break of no less than thirty (30) minutes and not greater than sixty (60) minutes. An Employee who is required by the Employer to work throughout their lunch break, shall be paid at the regular rate for the lunch period.

An Employee shall not be expected to stand by between scheduled work periods. In the event an Employee is required to stand by, the Employee shall be paid at the regular rate of pay for the period standing by.

- (c) Part-time Employees shall work consecutive hours within each assigned school excluding unpaid lunch breaks of no more than the regular scheduled school lunch break. Part-time Employees working three (3) hours shall not have an unpaid lunch break during their hours of work.
- (d) An Employee who works more than three (3) hours or more per day shall be entitled to take one (1) fifteen 15-minute paid break each day at a time specified by the Principal.
- (e) When substitute hours are available within the school and the provisions of Article 14.1 are met, an Employee with less than six (6) hours per day may be given the opportunity to work additional hours at their current rate of pay where operational requirements permit.

16.2 This Article is intended to define the normal hours of work where applicable, and shall not be construed as a guarantee of hours of work per day or per week or days of work per week.

16.3 For the avoidance of doubt the statutory holidays referred to in Article 16.1 include:

New Year`s Day	Thanksgiving Day	Labour Day
Good Friday	Remembrance Day	Islander Day
Easter Monday	Christmas Day	Floating Holiday
Victoria Day	Boxing Day	

and any other day proclaimed by the Federal or Provincial Governments.

For greater clarity:

- (a) **Employees are only entitled to the Labour Day holiday where the school year begins prior to Labour Day.**

(b) Floating Holiday:

- (i) Employees, except for Casual Employees, shall be entitled to one (1) Floating Holiday per year, with pay.**
- (ii) The Employee and their Immediate Supervisor shall mutually agree upon such day prior to the end of the school year. This day shall be taken on a day that no substitute coverage is needed and may vary from school to school depending upon school activities and events.**
- (iii) Employees are not permitted to use this day on a professional development days or school based collaborative planning days.**
- (iv) There shall be no cost to the Employer to provide this Floating Holiday.**
- (v) Such day shall not interfere with the existing leaves referred to in Article 25.3 (b) (i) and (ii).**
- (vi) In the event an Employee is assigned to two different schools, the Employee may be permitted to split the hours of the Floating Holiday.**

16.4 Professional Responsibility

- (a) To meet their full professional responsibilities, Employees need to function as full participants in the school based team. Accordingly, Employees are expected, with reasonable notice, to participate in activities that are relevant to their role such as staff meetings, case conferences, parent teacher interviews, school outings or other school activities as determined by the school based team.
- (b) It is understood and agreed that there are occasions when, due to weather conditions or other reasons, an Employee **is** not required to attend at the school but is paid for all or part of the day. It is agreed that such time paid but not worked shall be credited toward the Employee's participation in school activities as prescribed in (a) above.
- (c) Each Employee shall be expected to keep track of all extra hours worked by them as well as any assigned hours paid but not worked as set out in Article 16.4 (b) above on the form provided in Schedule "F". Each Employee shall reconcile these extra hours with the **Immediate Supervisor** on a regular basis.
- (d) Any extra hours worked in a school year which exceeds the number of hours credited (paid but not worked) shall be recognized on a straight time for time basis. Any time owing to an employee shall be taken prior to June 30 of the same school year, otherwise shall be paid.

ARTICLE 17 – OVERTIME

- 17.1 (a) Where authorized in advance by the Employer, all hours worked in excess of seven (7) hours per school day shall be compensated at the rate of time and one-half (1 1/2) or time and one-half (1 1/2) off at the option of the Employee. Time off shall be taken at a time mutually agreeable to the parties otherwise the Employee shall be paid for the overtime worked.
- (b) Overtime shall be recorded on a standard form and approved by the Immediate Supervisor.

ARTICLE 18 – TRAVEL ALLOWANCES

- 18.1 Subject to 18.3, an Employee using their own motor vehicle on Employer approved duties which occur away from the normal place of work shall be paid travel allowance, according to Treasury Board's regulations and policies on travel.
- 18.2 Each Employee shall be responsible for providing their own transportation between place of residence and normal place of work.
- 18.3 An Employee who pursuant to Article 14.2, is assigned by the Employer to more than one (1) school shall be paid travel allowance as provided in section 18.1 for travel between schools during the day. The travel allowance will be calculated on the basis of required distance actually travelled.

ARTICLE 19 – EMPLOYEE RIGHTS

- 19.1 Employees will not be required to do personal services for a supervisor which are not connected with the operation of the Employer.

ARTICLE 20 – RETIREMENT PAY

- 20.1 The Employer shall pay an Employee retirement pay based on the following eligibility requirements:
- a) when an Employee has ten (10) or more years of seniority and retires at age 55 or more; or
 - b) when an Employee has thirty (30) years of seniority and retires; or
 - c) when an Employee, who was engaged after their 55th birthday, retires at age 65 or more; or
 - d) when an Employee having more than ten (10) years of seniority dies, (In

this instance retirement pay shall be paid to the Employees' estate); or

- (e) when an Employee having five (5) or more years of seniority retires due to an illness which prevents the Employee from continuing employment.

20.2 Such retirement pay shall be calculated at the Employees' daily rate of remuneration at the date of retirement and shall be based on the following:

- (a) The number of years of service shall be calculated as follows:

$$\frac{\text{Total paid hours during employment}}{1372 \text{ hours}}$$

- (b) Forty-two (42) hours pay for each of the first twelve (12) full years of service; and
- (c) Thirty-five (35) hours pay for each full year of service from thirteen (13) years to eighteen (18) years inclusive.

The computation of total paid hours during employment shall not include overtime hours.

In no case shall retirement pay exceed seven hundred and fourteen (714) hours Pay.

20.3 Retirement pay shall be calculated as follows:

Number of hours accumulated under Article 20.2 x hourly rate.

20.4 An Employee who applies for retirement pay due to illness under 20.1 (e) may be required by the Employer to appear for a medical examination by a doctor chosen by the Employer.

20.5 Accumulated retirement pay credits shall be portable from one Employer to another.

- 20.6 (a) Leaves of absence shall not constitute a break in seniority for the purpose of this Article.
- (b) Where an Employee does not receive an assignment for a school year pursuant to Article 14.2 but is recalled within (12) months, no break in seniority occurs.
- (c) The recall period shall not be included in the calculation of seniority for the purpose of this Article.

- 20.7 At Employee's request, the payment of retirement pay shall be:
- (a) A lump sum payment at the time of retirement; or
 - (b) For any purpose, held over to the next taxation year following retirement;
 - (c) Transferred to the Employees Registered Retirement savings plan.
- 20.8 Subject to approval of the Employer, Employees who are eligible to retire with an unreduced pension within five years, and who would otherwise be eligible for a retirement pay, may use their accrued retirement pay towards a maximum of three (3) paid pre-retirement leaves. Each leave shall be for a maximum of fifteen (15) school days. Employees must make advance application for approval of pre-retirement leaves. The granting of such leaves shall be at the discretion of the Employer. Any leave accessed under this provision shall reduce the retirement pay ultimately paid to the Employee on a day to day basis.

In the event an Employee fails to qualify for retirement pay upon termination of employment, any monies paid under this Article shall be reimbursed to the Employer.

ARTICLE 21 – SEVERANCE PAY

- 21.1 Severance pay shall be paid to Employees with five (5) or more years seniority who:
- (a) do not receive an assignment pursuant to Article 14.2 in two (2) consecutive school years; or
 - (b) do not receive an assignment pursuant to Article 14.2 in any given school year and who waive all rights to recall pursuant to Article 10.3 **(a)**; or
 - (c) are terminated under the terms of Article 28.4 (c).
- 21.2 (a) Such Employee shall be given thirty (30) days notice and severance pay on the basis of thirty-five (35) hours pay, for each thirteen hundred and seventy-two (1372) paid hours of service to a maximum of nine hundred and ten (910) hours pay.
- (b) Severance pay shall be calculated as follows:
- Number of hours accumulated under Article 21.1 (a) x hourly rate.
- The computation of total paid hours during employment shall not include

overtime hours.

- 21.3 Severance pay is not payable in addition to Retirement Pay as provided for under Article 20 of this Agreement. Severance pay is not payable in cases of resignation or discharge for just cause.
- 21.4 Severance pay pursuant to Article 21.1 shall be payable upon lapse of recall rights or earlier if recall rights are waived. The Employee shall have the option of deferring the severance payment to the following tax year.

ARTICLE 22 – GROUP INSURANCE / BENEFITS

- 22.1 (a) The Employer agrees to pay 50% of the applicable premium, including administrative costs, on behalf of each Employee who is a participant in the Union Group Life & Group Medical, Dental Insurance, and Long Term Disability Plan.
- (b) The Long Term Disability Plan shall have the same design as the Public Sector Group Insurance Plan (“PSGIP”).
- 22.2 In the event of an increase in premium for any of the above plans, the Employer agrees to continue 50% cost sharing arrangement in the two (2) plans, provided that the benefits in the plans are not increased.
- 22.3 The parties agree that all new permanent/probationary Employees, who qualify under the eligibility terms and conditions of the Union Group Life, Medical, Dental Insurance and Long Term Disability Plan, shall as a condition of employment participate in such plans.
- 22.4 Article 22.3 shall not apply to new permanent/probationary Employees who are covered by their spouse’s Group Medical and Dental Insurances Plans. Approval is retained by current Employees who have previously opted out of the Dental Insurance Plan.
- 22.5 When an Employee is granted unpaid leave for purposes of maternity, illness or adoption leave, the Employer shall continue to pay its share of the premiums as provided in Article 22.1 (a) & (b) providing that the Employee maintains their share of the cost.
- 22.6 Participation in the LTD Plan is mandatory for all permanent/probationary Employees.
- 22.7 The Employer agrees to cover the cost of the Union representatives on the Group Insurance Trust Committee.

22.8 The Employer shall pay the full premium cost per Union member per month to the CUPE Union Locals 1145, 1770, 1775, 3260 Group Insurance Trust Fund for the purpose of providing \$5000.00 basic life insurance and \$5000.00 accidental death and dismemberment insurance for each Union member. The premium reduction applicable to the Employer as a result of the *Employment Insurance Act* shall be applied against the cost of the Employer of this subsection. In the event that the premium reduction under the *Employment Insurance Act* becomes no longer applicable to the Employer, the cost of the insurance in this subsection shall be cost shared with the Employee on a 50/50 basis.

22.9 Liability Insurance

- (a) Each Employer shall obtain and keep in force at its expense a liability policy which, to the extent of a minimum of five million (\$5,000,000) dollars, shall protect each Employee from liability for acts of negligence arising out of the Employee's actions while on duty for the Employer.
- (b) Such a policy as described in the foregoing paragraph shall, again as far as available in the insurance market, contain a clause making it with respect to claims against Employees, a primary policy and all other policies affording similar protection shall be considered excess insurance.

22.10 Pension Plan

- (a) Participation in the Prince Edward Island Education Section Pension Plan is mandatory for all new permanent/probationary Employees.
- (b) The Minister shall provide, on an ongoing basis, to CUPE 3260 representatives on the Education Sector Pension Plan Committee, or upon request of any CUPE President of Local 3260, the following information:

Plan text, Employee booklet, plan amendments, actuarial report, minutes of meetings of the Education Sector Pension Plan Committee or similar committees where decisions are made affecting the pension plan or the pension fund, pension policies and procedures including investment policy, annual financial reports, and investment performance reports. Individual members of the Education Sector Pension Plan shall have access to annual statements of their pension contributions.

ARTICLE 23 – VACATION PAY

23.1 Employees shall be paid vacation pay at their regular rate calculated as follows:

- (a) Those Employees who have completed less than seven (7) years of seniority shall be entitled to vacation pay at the rate of 5.7%.
- (b) Those Employees who have completed seven (7) years of seniority to the completion of fifteen (15) years of seniority shall be entitled to vacation pay at the rate of 7.7%.
- (c) Those Employees who have completed fifteen (15) years of seniority to the completion of twenty-six (26) years seniority shall be entitled to vacation pay at the rate of 9.6%.
- (d) Those Employees who have completed twenty-six (26) years of seniority shall be entitled to vacation pay at the rate of 11.7%.

Such pay shall be added to the bi-weekly pay of each Employee.

ARTICLE 24 – RETURN TO WORK PROVISION

- 24.1
- (a) An Employee on return from leave of absence pursuant to Article 20.8, 25, 26, 27, 28 or **39** shall be reinstated to their former position if it is still in existence. If the former position no longer exists, the Employee shall be reinstated to a comparable position.
 - (b) A comparable position under (a) means an Employee position with the same number of hours of work per day within fifty (50) kilometer radius from the Employee's domicile.
 - (c) If the leave of absence extends into a second school year, the Employee's reinstatement shall be subject to the assignment process as set out in Article 14.2.
 - (d) Where an Employee has been granted a leave of absence pursuant to Article 20.8, 25, 26, 27, 28 or **39** for a fixed term and requests an early return to work the Employer shall not unreasonably deny such request. Where possible, the Employer will place the Employee into the next vacant position within a fifty (50) kilometer radius from the Employee's domicile.
 - (e) Notwithstanding paragraph (a), an employee who is on general leave of absence (Article 25.11) for a period of excess of one full school year (September to June), may be assigned to a position in accordance with **their** seniority and the operational needs of the Employer.
 - (f) In the event an Employee fails to return from leave on the scheduled date, the Employee shall be deemed to have resigned **their**

position unless: the failure to return was beyond the Employee's control; or extension of the leave had been granted in advance of the return date.

ARTICLE 25 – LEAVE OF ABSENCE

The Employee shall not be required to call in a substitute for **their** absence under this Article.

25.1 Bereavement

- (a) An Employee shall be granted bereavement leave with pay for a maximum of five (5) regularly scheduled school days, including the day of the funeral, in the event of death of the Employee's husband/wife, child including any child in relation to whom the Employee stands in loco parentis, **and** spouse, provided that such pay shall not be given for any of such five (5) days which falls on a regular holiday or which does not fall on a regular working day.
- (b) An Employee shall be granted bereavement leave with pay for a maximum of four (4) regularly scheduled school days, including the day of the funeral, in the event of death of the Employee's mother, father, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-parent, former guardian, fiancée, fiancé, and any relative who has been residing in the same household, provided that such pay shall not be given for any of such four (4) days which falls on a regular holiday or which does not fall on a regular working day.
- (c) An Employee shall be granted bereavement leave with pay for one (1) working day to attend the funeral of an aunt, uncle, niece, nephew, or present assigned student.
- (d) Where burial occurs outside the province, additional leave with or without pay, may be granted at the discretion of the Employer to provide for reasonable travelling time. Such additional leave shall not exceed five (5) days.

25.2 Pallbearer or Mourner

- (a) Where operational requirements permit, one-half (1/2) day leave at the regular wage rate shall be granted to an Employee to attend a funeral as a mourner.
- (b) For an Employee acting as a pallbearer, in addition to the one-half (1/2)

day provided in (a) above, the Employee shall be granted up to one-half (1/2) day, where necessary, to fulfill other functions and obligations normally expected of a pallbearer.

25.3 Union-Related Activities

- (a) At the written request of the Union, and where operational requirements permit, the French Language School Board Employer shall grant leave of absence with pay to not more than three (3) Employees and the Public Schools Branch Employer shall grant leave of absence with pay to not more than six (6) Employees from the Union at the same time, designated by the Union for the purpose of attending labour conventions or CUPE sponsored education workshops. The maximum number of working days available under this section in any school fiscal year is as follows:

Public Schools Branch	12
French Language School Board	3

The Union shall request such leave of absence at least 10 days prior to the proposed leave.

- (b) (i) The Employer shall grant one (1) day per year to each Employee to attend the Union's annual meeting.
- (ii) The Employer shall grant not more than four (4) days per year to each Employee required to attend professional development workshops. At least two (2) of these days shall be jointly arranged by the Employer and the Union. All leave days under this provision shall coincide with the PEI Teachers' Federation professional development days. Part-time Employees required to attend full day workshops shall be paid six (6) hours.
- (iii) No Employee shall experience loss of salary or other benefits provided the Employee attends the workshops or annual meeting. The Union shall notify each Employer in writing by September 30 each year of the date of the days to be used under this Article. All Employees shall complete a verification of attendance form as prescribed in Schedule "D" following the completion of the event pursuant to Article 25.3.
- (c) (i) Up to five (5) **Representatives of the Union on the Bargaining Committee who are in the employ of the Public Schools Branch and up to one (1) Representative of the Union who is in the employ of the French Language School Board on the Bargaining Committee**, shall have the privilege of attending bargaining sessions held within working hours without loss of wages, seniority and

benefits.

- (ii) There shall be a maximum of **seven (7) Representatives** from the Union on the Bargaining Committee.
- (iii) Up to five (5) Bargaining Committee members **who are employed by the Public Schools Branch and up to one (1) Bargaining Committee member who is employed by the French Language School Board** may be permitted to take two (2) days leave with pay to prepare for negotiations provided that the Employee makes such request in writing five (5) days prior to the date of leave required. Such days shall be agreed upon between the Union and the Employer. **If any additional days are needed for these purposes, the Local shall reimburse the Employer the costs associated with such leave.**

(d) Leave of Absence for Union Functions

Upon request, where operational requirements permit and with no less than three (3) days notice (which notice the Employer may waive in case of emergency), the Employer shall grant leave of absence with pay and benefits to an Employee elected or appointed to represent the Union at conventions, conferences, labour schools, executive and national committee meetings.

The Union shall reimburse the Employer for the costs of the salary and benefits of the Employee on leave.

(e) Leave of Absence for Union Positions

An Employee elected to a full-time position with the Union shall be granted leave of absence for a specified period up to two years. Such leave shall be renewable. The Employee shall retain accumulated seniority during the leave of absence. Upon return from the leave, an Employee shall be assigned to a position as per their accumulated seniority, and at a similar level of school.

- (f) Employees shall be allowed time off without loss of pay or benefits, to attend jointly called **Labour Management Committee** meetings held during working hours.
- (g) Union Vice-Presidents who are required to attend arbitration hearings shall be granted a leave of absence without loss of pay and benefits in order to attend arbitration hearings.

25.4 Court Appearance or Jury Duty

- (a) The Employer shall grant leave of absence without loss of seniority benefits to an Employee who is required, court order, summons, or subpoena to appear as a juror or witness in any court. The article does not apply to personal legal matters. The Employer shall pay such an Employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The Employee will present proof of service and the amount of pay received. Time spent by an Employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.
- (b) Upon request, an Employee accused of an offence shall be granted a leave of absence without pay but without loss of seniority;
 - (i) in order to attend required court appearances resulting from a charge; or
 - (ii) for any period, prior to the ultimate disposition of the offence by the court, during which the Employee is detained in jail or in custody by the authorities.
- (c) When an Employee is accused of an offence the Employer may deem it necessary to grant a leave of absence without pay but without loss of seniority, to remove the Employee from the workplace pending the ultimate disposition of the offence by the court.
- (d) An Employee who is found guilty of an offence for which the Employee receives;
 - (i) a conviction which is entered on the Employee's criminal record; or
 - (ii) a conditional or absolute discharge in lieu of a conviction being entered on the Employee's criminal record, may be subject to disciplinary action, up to and including dismissal.
- (e) In the event that the Employee is found not guilty the Employee shall be reinstated to their former position and the Employee shall be paid all pay and benefits that would have been earned during the leave of absence granted under Article 25.4 (b) or (c) above.

25.5 Employer Required Examination

Where the Employer requires an Employee to write examinations to assess the qualifications of the Employee and the Employee is required to be away from

work in order to write the examinations, the Employee shall not suffer any loss of pay for time absent from the job to write the examinations.

25.6 Canadian Citizenship Application

An Employee shall be granted not more than one (1) day leave of absence with pay to process a Canadian Citizenship Application.

25.7 Flood or Fire in Household

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for up to two (2) days per year for reasons of a serious fire or flood in the Employee's household.

25.8 Donating Blood

Where operational requirements permit, one-half (1/2) day leave with pay shall be granted for donating blood at the Blood Donor's Clinic or Health Laboratory.

25.9 Illness or Medical Appointment in Immediate Family

- (a) **Subject to subparagraph (b), Employees shall be granted leave with pay under the following circumstances:**
- (i) **Up to ten (10) days per School Year where no one other than the Employee can provide for the medical needs of a member of the Employee's immediate family during illness. For leave in excess of five (5) days, a medical certificate shall be provided upon request; and**
 - (ii) **Up to two (2) days per School Year to provide transportation for hospital, medical or dental appointment of a member of the Employee's immediate family. For leave in excess of one (1) day, a medical certificate shall be provided upon request.**
- (b) **In the event that the premium reduction under the *Employment Insurance Act* becomes no longer applicable to the Employer, the utilization of such leave shall be deducted from the Employee's sick leave entitlement.**

25.10 For purposes of Article 25.9 immediate family means the Employee's parent, spouse, child, or other relative who permanently resides with the Employee.

25.11 General Leave

- (a) The Employer may at its discretion and upon such terms as it deems advisable, grant **general** leave of absence with or without pay to an Employee. No special leave request shall be unreasonably denied or unreasonably requested. However, each request shall not exceed ten (10) consecutive working months.
- (b) **Upon receipt of a request for general leave of absence, the Employer will discuss the request with the Employee's Immediate Supervisor and will respond to the request with a reasonable time frame, not to exceed twenty (20) working days.**
- (c) Wherever possible, an Employee requesting a **general** leave of absence of more than sixty (60) working days during the next school year is expected to apply for the leave to the Employer in writing by March 15th of the current school year. Such leave shall not be unreasonably withheld.

25.12 Educational Leave And In-Service Training

- (a) The Employer recognizes the desirability of encouraging education and may grant leave of absence for such purpose as approved by the Employer. Such leave shall not exceed twenty-four (24) consecutive months.
- (b) The Labour Management Committee will identify training needs pursuant to Article 30.3 (e) so that Employees can acquire the necessary skills required to perform their work and shall make the recommendation for training to the Employer.
- (c) Employees who are required to attend in-service training seminars and/or workshops at the request of the Employer shall be reimbursed for all registration fees.
- (d) The Employer will provide the opportunity to be up to date and certified in **any specialized training required by the Employer (e.g. First-Aid/CPR and NVCI)** with no cost to the Employee. **The Employer will cover the costs associated with specialized training required under this Article.** Employees on an approved leave will be offered training at the next opportunity upon their return.
- (e) **Employees will be notified at the beginning of the school year if they are required to update any specialized training required by the Employer during the current School Year.**
- (f) For purposes of this Article travel time shall not be considered as time

worked.

- (g) The parties agree that the special nature of work performed by permanent/probationary Employees of the Bargaining Unit is connected with education outcomes for students. For this reason, each Employer shall provide an annual fund for professional development purposes for Employees. It is agreed that applications for assistance from this fund shall be for education or training which will enhance the Employee's skills in their employment with the Employer. Each Employer's fund shall be:

English Employer	\$5000.00
French Employer	\$1000.00

Upon written request, the Employer shall provide a breakdown of how these funds were allocated.

Any monies left in the annual fund shall be carried over to the following school year.

- (h) Casual Employees may have access to all training relevant to their position that is provided to CUPE Local 3260 at the Employee's own expense subject to priority for permanent Employees.

25.13 Hazardous Conditions

- (a) When a school is closed due to weather conditions, Employees will not be required to report to work but shall record their hours as per Article 16.4 and shall not suffer any loss of pay on account of such absence.
- (b) If a school is closed during an Employee's work day due to weather conditions, the Employee shall consult with their Immediate Supervisor to seek permission to leave the workplace without loss of pay. Such permission shall not be unreasonably withheld.
- (c) **When a Professional Development or Training program is cancelled due to weather conditions on a Non-Contact Day:**
 - (i) **if the Employer has closed an Employee's worksite, the Employee will not be required to report to work but shall record their hours as per Article 16.4;**
 - (ii) **if the Employer has determined the Employee's worksite is open and accessible, the Employee will be required to report to work as scheduled;**

- (iii) **an Employee required to report to work under subparagraph (ii) may request permission from their Immediate Supervisor not to report to work and where such permission is granted, the Employee shall record their hours as per Article 16.4**

25.14 Leave for Public Office

- (a) **The Employer recognizes the right of Employees to participate in public affairs. An Employee who is a candidate in a Federal, Provincial or Municipal Election shall submit a written request for an unpaid leave of absence to the Employer as soon they decide to declare their candidacy. Approval of the request shall not be unreasonably denied.**
- (b) **An Employee who is elected to public office shall be granted leave of absence, without pay, for up to two terms of public office. The Employee shall retain accumulated Seniority during the leave of absence.**
- (c) **On return from leave pursuant to Article 25.14, whenever possible, the Employee shall be assigned to a position as per their accumulated Seniority and at a similar level of school.**

ARTICLE 26 – MATERNITY AND PARENTAL LEAVE

- 26.1 All Employees shall be eligible for maternity and parental leave. In the case where an Employer employs both parents, only one parent is eligible for Employment Insurance top-up pursuant to Article 26.5.
- 26.2 An eligible Employee shall, upon request, be granted leave of absence without pay or loss of seniority for maternity and parental leave for a period of not more than twelve (12) consecutive months.
- 26.3 The Employer reserves the right to require an Employee to commence leave if the state of the Employee becomes incompatible with the requirements of her job because of pregnancy.
- 26.4 An Employee who is not accessing the top-up pursuant to Article 26.5 shall be granted two (2) days leave with pay on the occasion of the birth /adoption of **their** child.
- 26.5 Supplementary Employment Benefit

The parties agree that the Supplements to EI Maternity or Parental Benefits will

be provided to Employees who commence maternity or parental leave on or after the signing date of this Agreement. The supplements to EI will be provided as follows:

- (a) (i) An Employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that the Employee has applied for and is eligible to receive maternity or parental benefits under the provisions of the *Employment Insurance Act*, shall be paid an allowance for **seventeen (17)** weeks. The allowance shall be equivalent to the difference between the weekly Employment Insurance (EI) benefits the Employee is eligible to receive and **eighty percent (80%)** of the Employee's weekly pay, less any other earnings received by the Employee during the benefit period which may result in a decrease in EI benefits to which the Employee would have been eligible if no other earnings had been received during this period.
- (ii) The parties agree that the weeks during which the Christmas, March and summer breaks occur shall not be included in the **seventeen (17)** week period in which the SEB benefits are available.
- (b) An Employee under (a) above shall return to work and remain in the Employer's employ for a period of at least six (6) months after the return to work. Should the Employee fail to return to work and remain at work for a period of six (6) months, the Employee shall reimburse the Employer for the amount received as maternity or parental leave allowance on a pro rata basis.
- (c) If both parties are Employees, the maximum entitlement period to either one or both parties shall not exceed **seventeen (17)** weeks.
- (d) An Employee mentioned in (a) above who is subject to a waiting period of **one (1) week** before receiving EI benefits, shall receive an allowance equivalent to **eighty percent (80%)** of the Employee's weekly pay for the **one (1) week** waiting period, less any other earnings received by the Employee during the waiting period.

ARTICLE 27 – SICK LEAVE

- 27.1** Sick leave means that period of time an Employee is permitted to be absent from work with full pay by virtue of being sick, disabled or engaging in personal preventative health or dental care, or because of any injury.
- 27.2** (a) All full-time Employees shall accumulate sick leave credits at the rate of one and one-half (1 ½) days for each calendar month of service up to a

maximum accumulation of two hundred (200) days.

- (b) All part-time Employees shall accumulate sick leave credits at the rate of one (1) hour for each thirteen (13) hours of service excluding overtime up to a maximum accumulation of fourteen hundred (1400) hours.
- (c) Relief Employees shall accumulate sick leave credits at the rate applicable to the position they hold. This accumulation will be maintained for the school year in which it was earned and will lapse at the end of the school year **unless the Employee obtains a permanent or probationary position before the end of the school year.**
- (d) **Employees with a maximum accumulation of sick leave credits shall continue to earn credits during the current school year at the regular accumulation rate. Such credits may be used for any illness or injury occurring in the current school year. Any surplus over the maximum accumulation shall be eliminated at the end of the school year.**

- 27.3**
- (a) An Employee who is absent from work because of illness must notify their **Immediate Supervisor** of the absence at least one (1) hour before the Employee's work day commences, and if the Employee wishes to use sick leave for such absence the Employee must make application for leave in the prescribed manner. The Employee shall not be required to call in a substitute for **their** absence.
 - (b) An Employee engaging in personal preventative health or dental care who requires leave from work shall notify their **Immediate Supervisor** of the leave requirement at least forty-eight (48) hours before the leave is required, except that in an emergency situation the advance notice shall be waived by the Employer. An Employee who requires sick leave for such absence shall make application for leave in the prescribed manner.

- 27.4** An Employee injured while in the performance of duties for an employer other than the Employer shall:
- (a) not be granted sick leave by the employer where the other Employer does provide Worker's Compensation coverage;
 - (b) be granted sick leave by the employer where the other employer does not provide Worker's Compensation coverage.

27.5 In the event of the death of an Employee, the Employee's estate shall receive payment of sick days for which the Employee was eligible and used prior to their death, if payment had not already been made.

27.6 An Employee may be required to produce a certificate from a qualified medical

practitioner to substantiate any sick leave application, but shall produce such a certificate for any absence under this Article of more than five (5) days.

- 27.7 Abuse of sick leave, maternity leave or any other leave of absence provisions shall be grounds for immediate dismissal.
- 27.8 A record of all unused sick leave, including all accumulation prior to the effective date of this Agreement shall be kept by the Employer. At commencement of this Agreement and at the end of each fiscal year thereafter each Employee shall be advised by the Employer of their unused sick leave.
- 27.9 Providing there is no break in seniority, accumulated sick leave credits shall be portable from one Employer to another Employer.
- 27.10 Subject to Article 10.3 (a) an Employee who is laid off on account of lack of work shall not receive sick leave credits for the period of such absence but shall retain accumulated credits, if any, existing at the time of such layoff.
- 27.11 An Employee with more than one (1) year of seniority who has exhausted their sick leave credits shall be allowed an advancement of sick leave to a maximum of fifteen (15) working days. Upon return to duty, the Employee shall repay the advanced sick leave in full at the rate of one-half ($\frac{1}{2}$) of the monthly accumulation. To qualify for advance sick leave credits the Employee must provide evidence of being under a medical doctor's care. In the event that the Employee does not return to work the Employee shall repay to the Employer any salary provided for the unearned portion of the sick leave.
- 27.12 Where an Employee's job performance is unsatisfactory and is considered to be due to the use of alcohol or other drugs and where the Employee concerned voluntarily elects or is directed to undertake a full treatment and rehabilitation program, approved by the Employer, the Employee shall be granted sick leave with pay in accordance with this Agreement.
- 27.13 (a) Any Employee who becomes permanently disabled and is unable to continue in employment as a result, shall be entitled to use all accrued sick leave credits and shall not be terminated before the sick leave credits have been exhausted.
- (b) An Employer retains the right to terminate the employment of an Employee who has exhausted all accrued sick leave and due to illness or injury, remains on extended leave with no reasonable prospect of returning to work.
- 27.14 In the event of the death of an Employee's spouse, child, mother or father, and where the provisions of Article 25.1 are not sufficient to provide adequate recovery time under these circumstances, the Employee may request and shall

be granted sick leave for such recovery purposes. Such sick leave shall be subject to all of the conditions applicable to regular sick leave except that a medical certificate shall be required if the combined total of bereavement leave (excluding authorized travel time) and additional sick leave granted exceeds five (5) days.

27.15 Where the Employer is requesting additional medical information from an Employee on approved sick leave, the Employer will pay reasonable costs associated with the request.

ARTICLE 28 – WORKER’S COMPENSATION

- 28.1 (a) All Employees shall be covered by the *Worker’s Compensation Act*. An Employee prevented from performing their regular work with the Employer due to an occupational accident with this Employer, that is covered by the *Worker’s Compensation Act* shall receive leave without pay for the period the Employee receives *Worker’s Compensation* benefits.
- (b) During said period, sick leave will continue to be accumulated and calculated on the same basis as if the Employee had been at work.
- 28.2 This provision shall continue until the expiration of fourteen (14) working months or a full school year, whichever comes first, when the Employee’s situation shall be reviewed with the *Worker’s Compensation Board*; and if, as a result of the review, medical opinion advises that the Employee will be able to return to work within the next three (3) months, then the Employee shall continue on leave until returning to work.
- 28.3 However, to the extent it is able to do so without causing the Employee to have their compensation under the Act reduced or eliminated while on leave without pay under this Article, the Employer will pay the full cost of the Employee’s premiums where the Employee, prior to the injury, participated in the Group Life, Medical and Long Term Disability Insurance Plans described in Article 22 and will make the Employee’s pension contribution.
- 28.4 If, as a result of the medical examination, the Employee is found to be physically unfit to carry out functions of the position occupied:
- (a) the Employee may be transferred to a position for which the Employer deems them qualified, where the duties are less onerous and within their physical capabilities; or
- (b) the Employee may be laid off and placed on an employment list for which the Employer deems the Employee qualified where the duties are less

onerous and within their physical capabilities; or

- (c) should the Employee's physical condition be such that they are unable to fulfill the functions of any position then their employment may be terminated.

ARTICLE 29 – HEALTH EXAMINATION

- 29.1 The Employer may at any time require an Employee to undergo, at the Employer's expense, a health examination for the purpose of ascertaining the Employee's fitness to carry on or resume regular duties.
- 29.2 The Employer agrees that if the Department of Education decides to make the flu shots available at no cost to Employees, efforts will be made to have the flu shots provided in locations near the Employee's workplace.

ARTICLE 30 – LABOUR MANAGEMENT, HEALTH AND SAFETY COMMITTEE

- 30.1 A Labour Management Committee shall be established by each Employer consisting of one (1) representative from the Union and up to one (1) representative of the Employer in the French Language School Board, and four (4) representatives from the Union and up to four (4) representatives from the Public Schools Branch. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the Employees.
- 30.2 A representative of the Employer and of the Union shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- 30.3 The Committee shall concern itself with the following general matters:
 - (a) Considering constructive criticisms of all activities, so that better relations shall exist between the Employer and the Employees.
 - (b) Improving and extending services to the public.
 - (c) Promoting safety and sanitary practices and recommending the improvement of health and safety conditions.
 - (d) Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).
 - (e) Reviewing suggestions from Employees relating to opportunities for Employees aimed at enlarging the range of skills of Employees.

- (f) Correcting conditions causing grievances and misunderstandings.
- 30.4 The Committee shall meet as required at the call of the joint chairpersons at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.
- 30.5 Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE representative and the Employer shall each receive one (1) copy of the minutes within seven (7) days following the meeting.
- 30.6 The Committee shall not have jurisdiction over wages, or any matter of Collective Bargaining, including the administration of this Collective Agreement.
- 30.7 The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 30.8 Dates for Labour Management Committee meetings will be set in advance in the Employer's master school calendar.

ARTICLE 31 – HEALTH AND SAFETY

- 31.1 Each worksite shall establish and maintain a joint occupational Health and Safety Committee.
 - (a) A Committee shall be composed of the number of persons agreed to by the workers or their Union, and the Employer.
 - (b) Membership of the Committee shall **include Union representation and Employer representation as set out in *PEI Occupational Health and Safety Act.***
 - (c) A worker who is a member of a Committee is entitled to take the necessary time off from work to attend meetings of the Committee, to take training prescribed by the regulations and to carry out the worker's usual salary and benefits without change.
- 31.2 One or more first aid kits and fire extinguishers, readily accessible at all times to Employees, shall be supplied by the Employer at convenient locations. Such

safety devices are the responsibility of the Employee and it shall be the Employee's duty to report any deficiencies or shortages to the responsible officer designated by the Employer.

- 31.3 All proper safety devices are to **be** provided by the Employer. Any Employee coming into contact with unsafe working conditions is to report in writing such conditions immediately to the responsible officer designated by the Employer.
- 31.4 Grievances relative to this Article shall be given preferred handling.
- 31.5 (a) Employees who are required to operate video display terminals on an ongoing basis shall have their eyes examined before the initial assignment to such work. An eye examination will be conducted after six (6) months and annually thereafter. The examination shall be at the Employer's expense where costs are not covered by insurance.
- (b) Employees who operate video display terminals on an ongoing basis shall have a ten (10) minute break (not a work break) from the video display terminal after each hour of operation.
- 31.6 (a) When, within a school where a pregnant Employee works, there is a health hazard which, in the opinion of the Employee's physician, constitutes a danger to the fetus the Employer will attempt to find a suitable alternate assignment for the Employee. Such alternate assignment shall end when the Employee's physician advises there no longer exists any danger or when the maternity leave of the Employee commences.
- (b) Where the Employer has not found a suitable alternate assignment for the Employee under (a), the Employee shall be placed on leave with pay until the Employee's physician advises there no longer exists any danger or the maternity leave of the Employee commences.

ARTICLE 32 – VIOLENCE

- 32.1 Definition of Violence – Violence in the workplace is any incident(s) in which an Employee is threatened, assaulted or abused during the course of their employment that may cause physical or psychological harm. This includes threats, application of force, verbal abuse or harassment.
- 32.2 The Employers recognize that Employees should not be subjected to regular occurrence of violence from a student(s). All reports to an Employer by an Employee or CUPE Local 3260 shall be investigated by the Employer. In all cases where there is a regular occurrence of violence, the Employer shall establish and maintain measures and procedures to reduce the likelihood of

incidents to the lowest level possible.

- 32.3** Wherever possible, an Employee who has experienced an incidence of Violence in the workplace will be given a reasonable amount of time following the incident to debrief and prepare documentation before they are expected to return to their normal duties. Such time shall be subject to the approval of the Employee's Immediate Supervisor.
- 32.4** The Employer will reimburse Employees the replacement or repair cost of prescription glasses that are damaged or broken in an incident of Violence, up to a maximum of fifty dollars (\$50) per incident. An Employee making a claim for reimbursement under this Article shall submit their claim to the Employer within thirty (30) days following such incident of Violence.

ARTICLE 33 – DOMESTIC VIOLENCE

- 33.1** The Employer agrees to recognize that Employees sometimes face situations of domestic violence or domestic abuse in their personal lives that may affect their attendance or performance at work. The Employer also recognizes that an Employee facing situations of domestic violence abuse may require accommodation or leave of absence from work. Where an Employee voluntarily discloses personal circumstances of domestic abuse or domestic violence, all such disclosure shall be treated as confidential.

ARTICLE 34 – NO DISCRIMINATION

- 34.1** The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee by reason of age, race, creed, color, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of their membership or activity in the Union, or any other prohibited ground under the *Prince Edward Island Human Rights Act*.
- 34.2** Duty to Accommodate
- (a) The Employer recognizes its duty to accommodate Employees to the extent required by the *Prince Edward Island Human Rights Act*.
 - (b) The Union acknowledges its duty to co-operate with the Employer in the development of accommodation options for an Employee.
 - (c) The parties agree that the Employee has a duty to assist the Employer in

the search for accommodation options.

ARTICLE 35 – INTERPRETATION PROCEDURE

- 35.1 The parties to this Agreement shall establish an Interpretation Committee.
- 35.2 The Interpretation Committee shall be comprised of three (3) members appointed by the Agency and three (3) members appointed by the Union. The Union's appointees shall consist of two (2) members from the Union and the CUPE representative.
- 35.3 Any dispute or question relating to the Interpretation of the Collective Agreement may be referred to the Interpretation Committee.
- 35.4 Either of the parties to the Agreement may request in writing a meeting of the Interpretation Committee. Such request shall contain notice of the Article or Articles of the Collective Agreement to be interpreted and the proposed time and place of the meeting. Except by mutual consent of the parties the meeting shall be held within five (5) working days of receipt of the request by the other party.
- 35.5 The Interpretation Committee shall wherever possible, establish an official interpretation of any Article or Articles of the Collective Agreement referred to it. Such interpretation shall be final and binding on the parties.
- 35.6 The Interpretation Committee shall decide all matters referred to it by unanimous vote of its members.
- 35.7 Reports of each meeting of the Interpretation Committee shall be forwarded to the chairperson of the Agency, each Employer and the Union within ten (10) working days of the date of the meeting of the Interpretation Committee.
- 35.8 In the event that the Interpretation Committee is unable to agree upon an official interpretation of any Article or Articles of the Collective Agreement referred to it, the matter shall be referred to a Board of Arbitration as provided in Article 37.

ARTICLE 36 – GRIEVANCE PROCEDURE

- 36.1 In this Article "Director" means a Director as defined in the *Education Act*, or designate. The Director shall notify the Union in writing prior to September 30th of every school year who the designate will be. For the purpose of Article **36.6**, the designate shall not be the same person who was involved in any prior meetings held with respect to the same dispute.

- 36.2 Where any difference or dispute arises as to the application, administration, operation or alleged violation of the provisions of this Agreement, an Employee shall first discuss the subject matter of the difference or dispute with their Principal before a grievance may be filed with the Employer.
- 36.3 A grievance may be filed by either party to the Agreement or by an Employee provided the Employee has received the written approval of the Union to file a grievance.
- 36.4 A grievance shall be filed in writing with the Director within thirty (30) working days of the date of the incident giving rise to the grievance or from the date the party filing the grievance first had knowledge of the grounds giving rise to the grievance, whichever is later.
- 36.5 A grievance may be filed by the Union or an Employee against the Minister only if such grievance relates to an Article of the Collective Agreement which requires some action on the part of the Minister. Such grievance shall be filed in writing with the Minister.
- 36.6 Within ten (10) working days of receipt of a grievance, the Director shall convene a meeting of the parties to the dispute, to hear the dispute and render a decision.
- 36.7 Within five (5) working days of the date of the hearing at Article 36.6, the Director shall render a decision in writing to the parties.
- 36.8 Failing any reply or satisfactory settlement within five (5) working days of the date of the hearing as indicated in Article 36.7, the grievor may refer the matter to arbitration as provided in Article 37 hereof within **twenty (20)** working days.
- 36.9 Any and all time limits fixed by this Article may be extended or shortened by mutual agreement between the Employer and the Union.
- 36.10 At any stage of the grievance procedure including arbitration, as provided in Article 37, the parties may have the assistance of the Employee(s) concerned and any necessary witnesses and all reasonable arrangements will be made to permit the parties to have access to the workplace to review disputed operations and to confer with the necessary witnesses.
- 36.11 No grievance shall be denied by any formal or technical objection. An arbitrator shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which is just and equitable.

ARTICLE 37 – ARBITRATION

- 37.1 A **Board** of Arbitration shall be composed of one (1) member nominated by the Employer, one (1) member nominated by the Union and a third member, who shall be the chairperson, appointed by the other two (2) members.
- 37.2 Within one (1) week after either party hereto delivers to the other party hereto a written notice requiring a grievance to be referred to a Board of Arbitration, each party shall notify the other party in writing of the name of its nominee as a member of the Board of Arbitration.
- 37.3 Where one of the parties fails to notify the other the name of its nominee to the Board of Arbitration, the other party may apply to the Minister responsible for the *Labour Act* requesting that Minister to choose a person deemed suitable for the purpose. Where the Minister chooses such a person that person shall be deemed to be the nominee of the party who failed to give notice of the name of its nominee.
- 37.4 Should the members of a Board of Arbitration nominated by the Employer and the Union fail to agree on a third member within ten (10) working days after they both have been notified in writing of the nomination of the other as a member of the Board of Arbitration, either party, after giving notice may apply to the Minister responsible for *the Labour Act*, for the appointment of a third member of the Board of Arbitration who shall be the chairperson thereof.
- 37.5 No person shall be selected as a member of a Board of Arbitration who, directly or indirectly, has been involved in discussions or negotiations respecting the grievance with which the Board of Arbitration is to deal.
- 37.6 The Board of Arbitration so established shall proceed as soon as **practical** to hear and determine the grievance, difference or dispute submitted to it and shall make such decision as may finally dispose of the question in issue and the decision shall be final and binding on all parties.
- 37.7 The decision of the majority of the Board of Arbitration shall be the decision of the Board of Arbitration, but if there is no majority, the decision of the chairperson shall govern.
- 37.8 In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefit or privilege, the Board of Arbitration shall have full power to direct a remedy, or to affirm the discipline, loss of remuneration, benefit or privilege, as the Board of Arbitration may determine appropriate to finally settle the issues between the parties, and may give retroactive effect to its decision.
- 37.9 A Board of Arbitration shall not have any power to alter or change any of the

provisions of this Agreement or to substitute any new provisions for existing provisions nor to give any decision inconsistent with the terms of the provisions hereof.

- 37.10 The Employer and the Union shall bear the fees and expenses of their respective nominee to the Board of Arbitration and the fees and the expenses of the chairperson shall be borne equally by the Employer and the Union.
- 37.11 Notwithstanding anything contained in this Article the parties to any grievance, difference or dispute may **elect** a single arbitrator. **Upon** the appointment of a single arbitrator referred to herein all provisions of this Article shall apply insofar as possible.
- 37.12 Any of the time limits provided for in this Article may be extended or shortened by mutual consent.
- 37.13 The arbitration procedure outlined above applies only to the arbitration of grievances.

ARTICLE 38 – HARASSMENT

- 38.1 Each Employer shall maintain a policy, in consultation with the Union, with respect to harassment in the workplace.
- 38.2 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment and the Employer agrees to take such disciplinary action as is necessary respecting any person employed by the Employer who engages in harassment in the workplace.
- 38.3 An Employee who wishes to pursue a concern arising from harassment may, with the approval of the Union, submit a grievance in writing directly to the final level in the grievance process. Grievances of this nature shall be treated in strict confidence by both the Union and the Employer.

ARTICLE 39 – DEFERRED SALARY LEAVE PLAN

- 39.1 Description
- (a) The purpose of the Deferred Salary Leave Plan is to afford Employees the opportunity of taking a one (1) year leave of absence by spreading four (4) years of salary payments over a five (5) year period. Other allowable deferred salary leave plan arrangements are two (2) years of salary payment over three (3) years and three (3) years of salary payments over four (4) years. The leave of absence shall be taken only in the last year of the approved Deferred Salary Leave Plan.

- (b) The Employer and Employee may enter into any variation of this Plan by mutual consent of the two parties involved.

39.2 Eligibility

Any Employee is eligible to participate in the plan.

39.3 Application and Approval

- (a)
 - (i) An Employee shall make written application to the Director on or before January 31st of the school fiscal year prior to the school fiscal year in which the deferment is to commence, requesting permission to participate in the Plan.
 - (ii) Notwithstanding Article 39.3 (a)(i), an Employer may waive the deadline of January 31st under special circumstances.
- (b) Written acceptance, or denial, of the Employee's request, with explanation, shall be forwarded to the Employee by April 1st in the school fiscal year the original request is made.
- (c) Approval of individual requests to participate in the Plan shall rest solely with the Employer.
- (d) All Employees wishing to participate in the Plan shall be required to sign a contract before final approval for participation shall be granted.

39.4 Salary Deferred

- (a) In each year of participation in the Plan preceding the year of leave, an Employee shall be paid a reduced percentage of their annual salary. The remaining percentage will be deferred and this accumulation amount shall be paid to the Employee during the year of leave. Any interest earned will be paid in accordance with Canada Revenue Agency guidelines.
- (b) In the year of the leave the Employer shall pay to the Employee the total of the deferred income in installments conforming to the regular pay periods as set forth in **Appendix A**, or in one or two lump sums if requested by Employee prior to the commencement of the leave. Any interest earned will be paid in accordance with Canada Revenue Agency guidelines.

39.5 Benefits

- (a) An Employee's benefits shall be maintained by the Employer during the

leave of absence provided the Employee continues to pay their share of premiums. Any benefits tied to salary shall be structured according to actual salary paid.

- (b) Vacation pay shall not be paid and sick leave credits shall not accumulate during the year spent on leave.
- (c) The Employee shall have the option of having pension deducted from actual salary paid during the leave of absence. Payment of such contributions to the pension fund shall be made in accordance with the provisions of the Prince Edward Island Education Sector Pension Plan.

39.6 Withdrawal from the Plan

- (a) An Employee may withdraw from the Plan any time prior to sixty (60) calendar days before commencement of the leave of absence. Upon withdrawal, all the deferred salary plus accumulated interest shall be paid to the Employee within sixty (60) days of notification of withdrawal from the Plan.
- (b) In the event that a suitable replacement cannot be obtained for an Employee who has been granted leave, the Employer may defer the year of leave. In this instance, an Employee may choose to remain in the Plan or may withdraw and receive all the deferred salary plus accumulated interest to the date of withdrawal. Repayment shall be made within sixty (60) days of the date of withdrawal from the Plan.
- (c) Should an Employee die while participating in the Plan, all the deferred salary plus accumulated interest at the time of death shall be paid to the Employee's estate.
- (d) An Employee whose employment has been terminated shall be required to withdraw and shall be paid all deferred salary plus accumulated interest to the date of withdrawal. Repayment shall be made within sixty (60) days of the date of withdrawal from the Plan.

39.7 Return from Leave

An Employee participating in the Plan shall be eligible upon return to duty, for any increase in salary and benefits that would have been received had the one year leave of absence not been taken.

APPENDIX "A"

April 1, 2018	1%
October 1, 2018	1%
April 1, 2019	0.5%
October 1, 2019	0.75%
April 1, 2020	1.25%
October 1, 2020	1%

(A) WAGES

(i) EDUCATIONAL ASSISTANT:

	Step 1	Step 2	Step 3	Step 4	Step 5
October 1, 2017	\$22.74	\$23.83	\$24.92	\$25.99	\$27.07
April 1, 2018	\$22.97	\$24.07	\$25.17	\$26.25	\$27.34
October 1, 2018	\$23.20	\$24.31	\$25.42	\$26.51	\$27.61
April 1, 2019	\$23.32	\$24.43	\$25.55	\$26.64	\$27.75
October 1, 2019	\$23.49	\$24.61	\$25.74	\$26.84	\$27.96
April 1, 2020	\$23.78	\$24.92	\$26.06	\$27.18	\$28.31
October 1, 2020	\$24.02	\$25.17	\$26.32	\$27.45	\$28.59

***In exceptional circumstances, a Casual Substitute Authorized Educational Assistant may be hired to fill a Temporary or Relief position, until a Casual Regular Authorized Educational Assistant becomes available; in which case they shall be paid at an Hourly Rate equal to 90% of the Hourly Rate for Step 1 for Educational Assistants.**

(ii) YOUTH SERVICE WORKER:

	Step 1	Step 2	Step 3	Step 4	Step 5
October 1, 2017	\$24.38	\$25.58	\$26.74	\$27.89	\$29.04
April 1, 2018	\$24.62	\$25.84	\$27.01	\$28.17	\$29.33
October 1, 2018	\$24.87	\$26.10	\$27.28	\$28.45	\$29.62
April 1, 2019	\$24.99	\$26.23	\$27.42	\$28.59	\$29.77
October 1, 2019	\$25.18	\$26.43	\$27.63	\$28.80	\$29.99
April 1, 2020	\$25.49	\$26.76	\$27.98	\$29.16	\$30.36
October 1, 2020	\$25.74	\$27.03	\$28.26	\$29.45	\$30.66

(iii) **WORKPLACE ASSISTANT:**

	Step 1	Step 2	Step 3	Step 4
October 1, 2017	\$18.13	\$18.69	\$19.25	\$19.81
April 1, 2018	\$18.31	\$18.88	\$19.44	\$20.01
October 1, 2018	\$18.49	\$19.07	\$19.63	\$20.21
April 1, 2019	\$18.58	\$19.17	\$19.73	\$20.31
October 1, 2019	\$18.72	\$19.31	\$19.88	\$20.46
April 1, 2020	\$18.95	\$19.55	\$20.13	\$20.72
October 1, 2020	\$19.14	\$19.75	\$20.33	\$20.93

(iv) **STUDENT ATTENDANT:**

	Step 1	Step 2	Step 3	Step 4
October 1, 2017		\$19.81		
April 1, 2018	\$19.41	\$20.01	\$20.60	\$21.23
October 1, 2018	\$19.60	\$20.21	\$20.81	\$21.44
April 1, 2019	\$19.70	\$20.31	\$20.91	\$21.55
October 1, 2019	\$19.85	\$20.46	\$21.07	\$21.71
April 1, 2020	\$20.10	\$20.72	\$21.33	\$21.98
October 1, 2020	\$20.30	\$20.93	\$21.54	\$22.20

(v) **CASUAL:**

Educational Assistant

October 1, 2017	\$18.19
April 1, 2018	\$18.37
October 1, 2018	\$18.55
April 1, 2019	\$18.64
October 1, 2019	\$18.78
April 1, 2020	\$19.01
October 1, 2020	\$19.20

Youth Service Worker

October 1, 2017	\$19.51
April 1, 2018	\$19.71
October 1, 2018	\$19.91
April 1, 2019	\$20.01
October 1, 2019	\$20.16
April 1, 2020	\$20.41
October 1, 2020	\$20.61

Student Attendant

October 1, 2017	\$15.86
April 1, 2018	\$16.02
October 1, 2018	\$16.18
April 1, 2019	\$16.26
October 1, 2019	\$16.38
April 1, 2020	\$16.58
October 1, 2020	\$16.75

Workplace Assistant

October 1, 2017	\$14.51
April 1, 2018	\$14.66
October 1, 2018	\$14.81
April 1, 2019	\$14.88
October 1, 2019	\$14.99
April 1, 2020	\$15.18
October 1, 2020	\$15.33

Casual Employees will be paid an additional 4% in lieu of benefits (vacation, statutory holidays, group insurance, etc.).

Employees shall be paid in twenty-two (22) equal installments on regular biweekly pay dates during their period of employment.

(B) EDUCATION REQUIREMENTS:

(i) Education Assistants:

- 1. All new hires shall have a Diploma from an accredited and recognized institution in the area of education of persons with special educational needs (e.g. Human Services Program), or any equivalent program from a recognized institution; or**

2. **In exceptional language-based circumstances, four thousand (4000) hours of experience**
 - a. **as an Educational Assistant;**
 - b. **providing instructional support for individuals with special educational needs;**
 - c. **providing a mixture of social, physical and instructional support for individuals with special educational needs;**
 - d. **any combination of (a), (b) or (c) totalling four thousand (4000) hours.**
- (ii) **Youth Service Workers:**
1. **All new hires shall have a Diploma from an accredited and recognized institution in the area of at-risk youth education (e.g. Youth Care Worker Program) or any equivalent program from a recognized institution.**
- (iii) **Student Attendants:**
1. **All new hires shall have a Resident Care Worker Certificate from an accredited and recognized institution or such other Educational requirements as deemed equivalent by the Employer.**
- (iv) **Workplace Assistants:**
1. **All new hires shall have a minimum of Grade 12 High School Diploma or equivalent.**
- (v) **Casual Educational Assistants:**
1. **Regular Authorized shall have education requirements as per subparagraphs a (i)(1) or a (a)(i)(2) above; and**
 2. **Substitute Authorized shall have a minimum of Grade 12 High School Diploma or equivalent.**

SIGNED at Charlottetown, Prince Edward Island this _____ day of **July 2019**.

Education Negotiation Agency

Canadian Union of Public Employees, Local 3260

SCHEDULE "A"

MEMORANDUM OF AGREEMENT

BETWEEN:

THE EDUCATION NEGOTIATING AGENCY
(hereinafter called the Agency)

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
UNION LOCAL 3260
(hereinafter called the Union)

The Agency and the Union agree that the number of full time equivalent **E**ducational **A**ssistant positions shall be six (6) per one thousand (1000) students enrolled with the Employer during each school year during the life of this Agreement.

The Department shall provide to the Union, no later than November 30th of each school year, an updated list (as of September 30th) of the number of students enrolled in Prince Edward Island schools.

SCHEDULE "B"

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE EDUCATION NEGOTIATING AGENCY

(Hereinafter called the Agency)

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
UNION LOCAL 3260

(hereinafter called the Union)

This letter will confirm that the Department will provide an annual fund of three thousand (\$3000.00) to be used in conjunction with professional development activities jointly arranged between the CUPE Local 3260 and the Employers pursuant to Article 25.3 (b) of the Collective Agreement.

All unused funding will be carried over to the following school year.

SCHEDULE "C"

MEMORANDUM OF AGREEMENT

Between:

THE EDUCATION NEGOTIATING AGENCY

(Hereinafter called the Agency)

And:

THE CANADIAN UNION OF PUBLIC EMPLOYEES UNION LOCAL 3260

(Hereinafter called the Union)

The parties agree that while either of them may raise the issue of qualifications for either Educational Assistant, Youth Service Worker, Workplace Assistant or Student Attendant classifications in any round of negotiations, neither party can submit such an issue to a third party for dispute resolution without the express agreement of the other party.

SCHEDULE "D"

VERIFICATION OF ATTENDANCE

SCHOOL: _____

This is to certify the attendance status of the following Employees during the entire activity conducted under Section 25.3 on:

_____ at _____
Month Day Year Location

Employee's Signature	(check one)		If you did not attend, did you apply for leave prior to the event?
	Did Attend	Did Not Attend	

SCHEDULE "E"
Overtime

Article 17.1 of your Collective Agreement **states**:

- (a) Where authorized in advance by the Employer, all hours worked in excess of seven (7) hours per school day shall be compensated at the rate of time and one-half (1 ½) the regular rate of pay or time and one-half (1 ½) off at the option of the Employee. Time off shall be taken at a time mutually agreeable to the parties otherwise, the Employee shall be paid for the overtime worked.

From time to time, Employees work more than their specified hours due to transportation, personal care, required meetings and supervision issues associated with students with special educational needs. Please ensure that you document all time worked over and above your **assigned hours** and forward to your **Immediate Supervisor**.

School: _____

Name: _____

School Year: _____

Date	Assigned Hours	Overtime Hours Worked	Reason

Approved by: _____

Date: _____

SCHEDULE "F"

RECORD OF EXTRA **AND** CREDITED HOURS

1. Pursuant to Article 16.4, Employees are requested to use the following form or a similar format to record all extra hours (but not overtime hours) worked as well as credited hours (hours paid but not worked):

School: _____

Name: _____

School Year: _____

Date	Assigned Hours	Extra Hours Worked	Credited Hours	Balance	Reason

Approved by: _____

Date: _____

LETTER OF UNDERSTANDING #1

Between:

THE EDUCATION NEGOTIATING AGENCY

(Hereinafter called the Agency)

And:

THE CANADIAN UNION OF PUBLIC EMPLOYEES UNION LOCAL 3260

(Hereinafter called the Union)

The parties agree that on an annual basis prior to, or early in, the school year, the Employer shall provide an opportunity to acquaint **P**incipals and **V**ice-**P**incipals with this Agreement.