

COLLECTIVE AGREEMENT

BETWEEN

THE EDUCATION NEGOTIATING AGENCY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

UNION LOCAL 3260

**JULY 1, 2001 - JUNE 30, 2004**

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This Agreement made as of the      day of                      , 2001.

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 School 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 (a) "Employee" means any person employed as a Teacher Assistant or Youth Service Worker who is:
- (i) a regular full-time employee and who is scheduled to work and works the hours prescribed in Article 16.1,
  - (ii) a regular part-time employee who has completed the probationary period and 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.**

but does not include relief employees or designated excluded confidential employees.

- (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 regular full-time employee or a regular part-time employee through illness, accident or approved leave of absence.
- (i) A relief employee shall have the following rights and privileges of the Collective Agreement:

Article 9 - Union security and Dues Check Off  
Article 16 - Hours of Work and Statutory Holidays  
Article 17 - Overtime  
Article 18 - Travel Allowances  
Article 19 - Employee Rights  
Article 23 - Vacation  
Article 27 - Sick Leave (except Article 27.11)  
Article 28 - Worker's Compensation  
Article 31 - Health and Safety  
Article 32 - No Discrimination  
Article 36 - Harassment  
Article 38 - Wages

- (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.

- 3.4 "Employer" means a School Board established under the School Act.
- 3.5 "Local Unit" means the employees of an Employer who are members of Local 3260.
- 3.6 "Minister" means the Minister of Education.
- 3.7 "School" means the place of work designated as a base by the Employer for employees.
- 3.8 "School Fiscal Year" means that period between July first and June thirtieth of the following year.
- 3.9 "School Year" means that period of time defined by the Minister in the school calendar.
- 3.10 Effective the first 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.
- 3.11 (a) "Teacher Assistant" means an employee who is employed by an Employer to work under the supervision 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 the support of a Teacher 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 (ii); 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 in an Alternate Education Program to participate in the development and implementation of case plans for students by providing counselling and other support services in the classroom, home, community and the workplace.
- 3.12 "Union" means the Canadian Union of Public Employees, Union Local 3260.
- 3.13 Words in the singular include the plural and words in the plural include words in the singular, unless otherwise defined.
- 3.14 "Alternate workplace" means a location which is designated by the Employer as a temporary work location where the employee performs the duties of his/her position.
- 3.15 "Domicile" means the place where the employee maintains his/her residence.
- 3.16 "Normal place of work" means the location which is designated by the employer where the employee performs the normal duties of his/her position.

#### **ARTICLE 4 - RECOGNITION**

- 4.1 The Union is the sole bargaining agent for all employees, as defined in Article 3.3.
- 4.2 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.
- 4.3 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.

- 4.4 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, and any other benefits provided by the Employer.
- 4.5 On commencement of employment the new employee shall be informed of the name and location of his/her Union steward and Union officer by the Employer. The Employer shall provide the new employee with a copy of the Collective Agreement.
- 4.6 The employee shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing with the Employer. If an employee requests a meeting with the Employer the employee shall provide the Employer with notice in advance of the purpose of the proposed meeting. Such notice shall indicate who, if anyone, will be accompanying the employee.

#### **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 **July 1, 2001** and ending **June 30, 2004** 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 that employees in the Union may have a 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.

**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 provide the Union with a copy of School Board policies, rules and regulations which employees are required to follow in the course of their employment. Any amendments or additions to policies, rules and regulations issued by the Employer shall be provided to the Union and shall be posted in each school.
- 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 deduction date after completion of thirty (30) days of employment 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 30<sup>th</sup> day of that 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 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 the 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 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 twenty (120) 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 that** the decision of the Employer as to work assignment or termination of employment shall be, subject to Article 32.1, final and shall not be made subject to a grievance hereunder.
- (c) When an employee has completed his/her probationary period, his/her seniority shall date back to the date on which his/her employment began.

### **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 3.10

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 twelve (12) 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.

(b) An employee who has

- (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 in receipt of benefits under Article 28;
- (v) is absent from work while drawing sick leave benefits

shall retain and continue to accumulate seniority.

10.4 Should an employee of another Local Unit be successful in her/his application for a posted position, the employee shall start in the new position as the junior employee and shall forfeit all accumulated seniority for purposes of promotion, transfer and demotion. Notwithstanding the foregoing such an employee shall retain earned seniority rights insofar as they apply to any other rights and benefits of this Agreement.

10.5 A Youth Service Worker hired prior to December 3, 1999 shall accumulate seniority from December 3, 1999. Notwithstanding the foregoing, such employees shall retain earned service from their original date of hire with the Employer insofar as it applies to any other rights and benefits of this Agreement.



## **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) calendar 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 that he/she has been suspended or discharged in violation of Article 11.1, he/she 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 his/her work up to a required standard within a given period of time, the Employer shall, within ten (10) calendar 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 or reduction in an employee's regular 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 vacancies which exceed fifteen (15) consecutive working days provided the employee has the necessary ability, qualifications, suitability, and special skills required to perform the work.
- 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 Unit 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.

For greater clarification, for the purpose of this article it is agreed that a Teacher Assistant in layoff status shall not be entitled to bump a Youth Service Worker and a Youth Service Worker shall not be entitled to bump a Teacher Assistant.



## **ARTICLE 13 - STRIKE OR LOCKOUT**

- 13.1 There shall be no strikes, slowdowns, walk-outs, lock-outs 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 pupil.

**If the Employer denies an opportunity to an employee to increase hours 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.**

- 14.2
- (a) In this article, "assignment" shall mean the annual allocation of hours of work and location of that work to a Teacher Assistant for the next school year.
  - (b) The Employer shall determine assignments for employees in accordance with the criteria in 14.1, but shall not be required to post such assignments pursuant to article 14.3.
  - (c) The Employer shall, where operational scheduling permits, make every reasonable effort to provide employees with a work schedule to maximize her/his working hours up to seven (7) hour 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 15 of the school year preceding the school year for which the change is sought.
  - (e) Subject to article 14.1, where an Employer receives a written expression of desire for

change in assignment in accordance with (d), the Employer shall consider the employee's request in determining assignments for the following school year.

- (f) Employees will be provided, prior to the end of the first full week in June with a letter indicating their probable:
  - (i) reporting date for work for the next school year;
  - (ii) regular 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.

- (g) **In the event that unforeseen circumstances cause the Employer to change the assignment of a Teacher Assistant 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 Unit 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(i).**
  - (ii) **In the event that an employee 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, Article 18 (Travel Allowance) will apply.**
- (h) The Employer shall forward to the Union the list of assignments in June. Any remaining vacancies identified by the Employer at that time will be indicated as "to be filled and will be assigned during the summer".
- (i) For greater clarification, for the purpose of this Article, work location shall not be more than seventy (70) kilometres from the employee's domicile. However, the distance could be in excess of seventy (70) kilometre if the Employer and the employee

mutually agree.

- 14.3 Any vacancies, temporary or permanent, which arise after the initial assignment but before commencement of school shall be posted to the Local Unit in the following manner:
- (a) those postings which can be dealt with prior to the end of June shall be posted in June for closing by June 30; and
  - (b) subsequent to the end of June the Employer shall post positions in the school board offices on the first and third Mondays in August.

14.4 The Employer agrees to meet with the Local Unit 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.

14.5 Vacancies During the School Year

(a) Teacher Assistants

- (1) During the school year, the Employer shall post all vacancies which:
  - (i) are for four (4) or more hours work per day;
  - (ii) are for a period in excess of sixty (60) working days; and
  - (iii) arise prior to February 2nd.

These vacancies shall be posted in the same manner as for Youth Service Workers pursuant to 14.5(b) (1).

- (2) Any consequential vacancies which arise under 14.5(a) shall be filled by a relief employee.
- (3) In the case of a vacancy arising during the school year which is not posted pursuant to 14.5(a), 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.

(b) Youth Service Workers

- (1) When a vacancy occurs or a new position is created inside the Local Unit,

such position shall be posted by the Employer in the school board 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.

- (2)
    - (a) A temporary vacancy created by a leave of absence granted pursuant to article 25, 26, 27, 28 or 37 which exceeds sixty (60) working days shall be posted in accordance this article.
    - (b) Any subsequent vacancies created as a result of the application of (a) do not need to be posted and shall be filled by a relief employee.
    - (c) An employee who fills a temporary vacancy under this article shall continue to be an employee during the term of the temporary assignment.
- 14.6 Such notices shall contain the following information: Nature of position, qualifications, knowledge and education, special skills required, hours of work and wage or salary rate. Qualifications may not be established in an arbitrary or discriminatory manner.
- 14.7 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 Unit, including those of probationary employees and relief employees, have been considered and it is found that there is no applicant internal to the Employer who satisfies the criteria set out in Article 14.1.
- 14.8 Should it be determined that there are no applicants within the Local Unit where the position exists who satisfy the criteria set out in Article 14.1 then the Employer shall give consideration as per the terms of this Article to those applications received from employees who are members of another Local Unit.

#### **ARTICLE 15 - EMPLOYEE'S OFFICIAL PERSONNEL RECORD FILE**

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

- (c) The record of an employee shall not be used against him/her 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.
- 15.2 The employee shall, upon written request, be given access to his/her file during normal business hours of the Employer. Such access shall include the right to receive a copy of any document on his/her 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) At the employee's request the Employer shall provide an evaluation at least every two (2) years. Such request shall be provided in writing at least two (2) months prior to the end of the school fiscal year.

**ARTICLE 16 - HOURS OF WORK AND STATUTORY HOLIDAYS**

- 16.1 (a) The normal hours of work for regular full-time employees shall consist of seven (7) hours per day for each school day as defined in the school calendar, plus the statutory holidays which fall between the first school day and June 30 each school year.
  - (b) 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 or less shall not have an unpaid break during their hours of work.**
  - (d) An employee who works 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.
- 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  
Good Friday                      Remembrance Day\*  
Easter Monday                      Christmas Day  
Victoria Day                      Boxing Day  
Labour Day\*\*

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

\*except when November 11 falls on a Saturday or Sunday.

\*\*where the school year begins prior to Labour Day.

### **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 or time and one-half 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 his/her own motor vehicle on Employer approved duties which occur away from the normal place of work shall be paid travel cost/allowance, according to the rates as established from time to time by the Provincial Government, which is the lesser distance from:
- (a)        the employee's domicile to the alternate workplace; or
- (b)        the employee's normal place of work to the alternate workplace. In situations where more than one alternate workplace is involved, the first alternate workplace shall be used to establish the eligible distance for a claim.

On the return trip the employee may claim the lesser of the distance from:

- (a)        the alternate workplace to the employee's domicile; or
- (b)        the normal place of work to the alternate workplace. In situations where more than one alternate workplace is involved, the last alternate workplace shall be used to establish the eligible distance for a claim.

- 18.2 Each employee shall be responsible for providing his/her own transportation between place of residence and normal place of work.
- 18.3 A Teacher Assistant 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 or a \$5.00 allowance whichever is greater, 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; or
  - (c) When an employee, who was engaged after his/her 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 employee's estate); or
  - (e) When an employee having five (5) or more years of seniority retires due to an illness which prevents him/her from continuing employment.
- 20.2 Such retirement pay shall be calculated at his/her 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 his/her 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 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 twelve (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 employee's registered retirement savings plan.

## **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.
  - (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 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 LIFE AND GROUP MEDICAL INSURANCE**

- 22.1 The Employer agrees to pay 50% of the applicable premium on behalf of each employee who is a participant in the Union Group Life & Group Medical Insurance as outlined in Schedule A.
- 22.2 In the event of an increase in premium for either of the above plans, the Employer agrees to continue the 50% cost sharing arrangement in the two plans, provided that the benefits in the plans are not increased.
- 22.3 The parties agree that all new employees, who qualify under the eligibility terms and conditions of the Union Group Life and Group Medical Insurance Plan, shall as a condition of employment participate in such plans.
- 22.4 In reference to Article 22.3, employees who are covered by their spouse's plan may opt out of the Extended Health and Dental 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 providing that the employee maintains his/her share of the cost.

22.6 **A Group Insurance Committee shall be established and this Committee shall comprise five (5) representatives from the Union, one (1) Department representative and one (1) School Board representative. The Employer will cover lost time of up to three (3) representatives of the Union.**

### **ARTICLE 23 - VACATION PAY**

#### **23.1 Effective until June 30, 2003:**

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 seventeen (17) years of seniority shall be entitled to vacation pay at the rate of 7.7%.
- (c) Those employees who have completed seventeen (17) years of seniority to the completion of **twenty-six (26) years** of 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%.

#### **Effective July 1, 2003:**

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 **sixteen (16) years** of seniority shall be entitled to vacation pay at the rate of 7.7%.
- (c) Those employees who have completed **sixteen (16) years** of seniority to the completion of **twenty-six (26) years** of 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 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 25, 26, 27, 28 or 37 shall be reinstated to his/her 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 a Teacher Assistant position with the same number of hours of work per day within a seventy (70) 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 25, 26, 27, 28 or 37 for a fixed term and requests an early return to work the Employer shall not unreasonably deny such request.

#### **ARTICLE 25 - LEAVE OF ABSENCE**

##### 25.1 Bereavement

- (a) An employee shall be granted bereavement leave with pay for a maximum of three (3) consecutive working days, including the day of the funeral, in the event of death of the employee's mother, father, wife, husband, brother, sister, child including any child in relation to whom the employee stands in loco parentis, common law spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, 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 three (3) 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 one (1) working day to attend the funeral of an aunt, uncle, niece, nephew or present assigned student.

- (c) 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 traveling 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 his/her 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, he/she shall be granted up to one-half (1/2) day, where necessary, to fulfil 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 Employer shall grant leave of absence with pay to not more than three (3) employees from the Union at the same time, designated by the Union for the purpose of attending labour conventions or C.U.P.E. sponsored education workshops. The maximum number of working days available under this section in any school fiscal year is as follows:

Eastern School District	6
Western School Board	6
French School Board	3

The Union shall request such leave of absence at least ten (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 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 P.E.I. Teachers' Federation professional development days.
  - (iii) No employee shall experience loss of salary or other benefit 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.
- (c)
  - (i) Any representative of the Union on the Bargaining Committee who is in the

employ of the Employer, 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 five (5) representatives from the Union on the Bargaining Committee.
- (iii) Bargaining Committee members 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. The Union also agrees to reimburse the Employer if a replacement for the employee is employed.
- (d) Employees shall be allowed time off without loss of pay or benefits, to attend jointly called union-management meetings held during working hours.
- (e) Union shop stewards 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 by court order, summons, or subpoena to appear as a juror or witness in any court. 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 his/her 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 he/she receives
  - (i) a conviction which is entered on his/her criminal record;
  - or,
  - (ii) a conditional or absolute discharge in lieu of a conviction being entered on his/her 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 his/her 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 his/her job 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 his/her 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 (½) day leave with pay shall be granted for donating blood at a Blood Donor's Clinic or Health Laboratory.

25.9 Illness in Immediate Family

Where no one other than the employee can provide for the needs of a member of his/her immediate family during illness the employee shall be entitled, after notifying his/her immediate supervisor, to use up to a maximum of five (5) days paid leave of absence per school fiscal year. Such leave shall be subject to the conditions applicable to sick leave. 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 Medical Appointment for Immediate Family

Each employee shall be allowed **five (5)** paid days leave of absence, or necessary portion thereof, to travel to another area for a medical appointment for a member of his/her immediate family. Proof of this visit in the form of a medical certificate shall be provided by the employee. Leave granted for this purpose shall not exceed **five (5)** paid days per school fiscal year. 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.

25.11 For purposes of Articles 25.9 and 25.10 immediate family means the employee's parent, spouse, common law spouse, child, or other relative who permanently resides with the employee.

25.12 General Leave

The Employer may at its discretion and upon such terms as it deems advisable, grant leave of absence with or without pay to an employee. No special leave request shall be unreasonably denied or unreasonably requested. However, each request shall not exceed ten (10) consecutive working months.

25.13 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) Employees authorized by the Employer to attend language training, professional or technical meetings and workshops sponsored or approved by the Employer shall be granted leave of absence with pay.



- (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) For purposes of this Article travel time shall not be considered as time worked.
- (e) **The parties agree that the special nature of work performed by employees of the Bargaining Unit is connected with educational 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:**

Eastern School District	\$ 1,500.00
Western School Board	\$ 700.00
French School Board	\$ 300.00

**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 leave under this article.**
- 26.2 At any time during maternity **or parental** leave an employee may draw two (2) weeks' pay which shall be leave with pay, for the purposes of this Article. **In the case where both parents are employees, only one employee is eligible for this paid leave.** 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.
- 26.3 **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.
- 26.4 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.
- 26.5 **A male employee upon request shall be granted one (1) day's leave with pay on the occasion of the birth of his child.**

## **26.6 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 provisions of Article 26.2 and 26.3 will remain in effect for those who commenced maternity or parental leave prior to 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 fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly Employment Insurance (EI) benefits the employee is eligible to receive and seventy-five percent (75%) 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 fifteen (15) 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 his/her 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.

"Regular rate of pay" shall mean the rate of pay the employee was receiving at the time the leave commenced but does not include retroactive adjustment of rate of pay, overtime or any other form of supplementary compensation.

- (c) If both parties are employees, the maximum entitlement period to either one or both parties shall not exceed fifteen (15) weeks.
- (d) An employee mentioned in (a) above who is subject to a waiting period of two (2) weeks before receiving EI benefits, shall receive an allowance equivalent to seventy-five (75%) of his/her weekly pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the

**waiting period.**

**ARTICLE 27 - SICK LEAVE**

- 27.1 In this Article "immediate supervisor" means a person designated by the Employer.
- 27.2 Sick leave means that period of time an employee is permitted to be absent from work with full pay by virtue of being sick, or disabled or engaging in personal preventative health or dental care, or because of any accident for which compensation is not payable under the Workers' Compensation Act.
- 27.3 (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.
- 27.4 (a) An employee who is absent from work because of illness must notify his/her immediate supervisor of the absence at least one (1) hour before his/her workday commences, and if the employee wishes to use sick leave for such absence he/she must make application for leave on the prescribed form.
- (b) An employee engaging in personal preventative health or dental care who requires leave from work shall notify his/her 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. If the employee requires sick leave for such absence he/she shall make application for leave on the prescribed form.
- 27.5 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.
- 27.6 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 his/her 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) when an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such layoff.
- 27.11 An employee with more than one year of seniority who has exhausted his/her 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 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 he/she 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 Any employee who becomes permanently disabled and is unable to continue in his/her employment as a result, shall be entitled to use all accrued sick leave credits and shall not be terminated before his/her sick leave credits have been exhausted.
- 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.

## **ARTICLE 28 - WORKER'S COMPENSATION**

- 28.1 (a) All employees shall be covered by the Workers' Compensation Act. An employee prevented from performing his/her regular work with the Employer on account of an occupational accident, that is covered by the Workers' Compensation Act shall receive leave without pay for the period the employee receives Worker's Compensation benefits.
- (b) During said period, sick leave and vacation credits will continue to be accumulated and calculated on the same basis as if they 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 Workers' 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 his/her return to work.
- 28.3 However, to the extent it is able to do so without causing the employee to have his/her compensation under the Act reduced or eliminated while he/she is on leave without pay under this article, the Employer will pay the full cost of the employee's premiums where the employee, prior to his/her injury, participated in the Group Life and Group Medical 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 he/she occupies,:
- (a) the employee may be transferred to a position for which the Employer deems him/her qualified, where the duties are less onerous and within his/her physical capabilities, or
- (b) the employee may be laid off and placed on an employment list for which the Employer deems him/her qualified where the duties are less onerous and within his/her physical capabilities, or
- (c) should his/her physical condition be such that he/she is unable to fulfil the functions of any position then his/her 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 his/her regular duties.

#### **ARTICLE 30 - LABOUR MANAGEMENT, HEALTH AND SAFETY COMMITTEE**

- 30.1 A Labour Management Health and Safety Committee shall be established by each Employer consisting of two (2) representatives from the Union and up to two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.
- 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) 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 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 C.U.P.E. representative and the Employer shall each receive two copies 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.

## **ARTICLE 31 - HEALTH AND SAFETY**

- 31.1 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.
- 31.2 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.
- 31.3 Grievances relative to this Article shall be given preferred handling.
- 31.4 (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.
- 31.5 (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.
- 31.6 (a) The Union shall be entitled to appoint one member of the bargaining unit to the existing Provincial Health and Safety Committee. The Union shall provide the Chair of the Committee with the name and place of work of the member appointed no later than October 31.
- (b) The member appointed to the Committee shall not suffer any loss of pay for time spent attending Committee meetings.

## **ARTICLE 32 - NO DISCRIMINATION**

- 32.1 The Employer and the Union agree that there shall be no discrimination in any relationship with employees by reason of race, creed, colour, national origin, political or religious affiliation, sex

or marital status, sexual orientation, nor by reason of membership or activity in the Union.

### **ARTICLE 33 - INTERPRETATION PROCEDURE**

- 33.1 The parties to this Agreement shall establish an Interpretation Committee.
- 33.2 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 C.U.P.E. representative.
- 33.3 Any dispute or question relating to the interpretation of the Collective Agreement may be referred to the Interpretation Committee.
- 33.4 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.
- 33.5 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.
- 33.6 The Interpretation Committee shall decide all matters referred to it by unanimous vote of its members.
- 33.7 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.
- 33.8 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 35.

### **ARTICLE 34 - GRIEVANCE PROCEDURE**

- 34.1 In this Article "Superintendent" means a Superintendent as defined in the School Act, or his/her designate. For the purpose of Article 34.6, the designate shall not be the same person who was involved in any prior meetings held with respect to the same dispute.
- 34.2 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 his/her principal before a grievance may be filed with the Employer.

- 34.3 A grievance may be filed by either party to the Agreement or by an employee provided the employee has received the written approval of his/her Union to file a grievance.
- 34.4 A grievance shall be filed in writing with the Superintendent 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.
- 34.5 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.
- 34.6 Within ten (10) **calendar** days of receipt of a grievance, the Superintendent shall convene a meeting of the parties to the dispute, to hear the dispute and render a decision.
- 34.7 Within five (5) **calendar** days of the date of the hearing at Article 34.6, the Superintendent shall render his/her decision in writing to the parties.
- 34.8 Failing any reply or satisfactory settlement within five (5) **calendar** days of the date of the hearing as indicated in Article 34.6, the grievor may refer the matter to arbitration as provided in Article 35 hereof within fifteen (15) **calendar** days from the expiration of such ten (10) day period.
- 34.9 Any and all time limits fixed by this Article may be extended or shortened by mutual agreement between the Employer and the Union.
- 34.10 At any stage of the grievance procedure including arbitration, as provided in Article 35, 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 work place to review disputed operations and to confer with the necessary witnesses.
- 34.11 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 he/she deems just and equitable.

### **ARTICLE 35 - ARBITRATION**

- 35.1 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.

- 35.2 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.
- 35.3 Where one of the parties fails to notify the other of 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 of Community Services & Attorney General 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.
- 35.4 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) 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.
- 35.5 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.
- 35.6 The Board of Arbitration so established shall proceed as soon as practicable 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.
- 35.7 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.
- 35.8 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.
- 35.9 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.
- 35.10 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.
- 35.11 Notwithstanding anything contained in this Article the parties to any grievance, difference or dispute may agree to submit such grievance, difference or dispute to a single arbitrator and

upon the appointment of such single arbitrator referred to herein all provisions of this Article shall apply insofar as possible.

35.12 Any of the time limits provided for in this Article may be extended or shortened by mutual consent.

35.13 The arbitration procedure outlined above applies only to the arbitration of grievances.

### **ARTICLE 36 - HARASSMENT**

36.1 Each employer shall maintain a policy, in consultation with the Union, with respect to harassment in the workplace.

36.2 The Union and the Employer recognize the right of 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.

36.3 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 37 - DEFERRED SALARY LEAVE PLAN**

37.1 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 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.

37.2 Eligibility

Any employee is eligible to participate in the plan.

### 37.3 Application and Approval

- (a) (i) An employee shall make written application to his/her Superintendent 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.
- (a) (ii) Notwithstanding 37.3(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.

### 37.4 Salary Deferral

- (a) In each year of participation in the Plan preceding the year of leave, an employee shall be paid a reduced percentage of his/her annual salary. The remaining percentage will be deferred and this accumulated amount plus interest earned shall be paid to the employee during the year of leave.
- (b) The salary deferred shall be invested in the name of each employee by the Employer in a manner approved by the parties.
- (c) In the year of the leave the Employer shall pay to the employee the total of the deferred income plus all accrued interest in instalments conforming to the regular pay periods as set forth in Article 38, or in one or two lump sums if requested by the employee prior to the commencement of the leave.

### 37.5 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 School Units Non-Instructional Employees Pension Plan.

37.6 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 he/she 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 who has had his/her employment 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.

37.7 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.

**ARTICLE 38 - WAGES**

- 38.1 (1) The hourly rate for Teacher Assistants shall be as follows:

<b>Effective July 1, 2001</b>	<b>\$ 18.33</b>
<b>Effective February 1, 2002</b>	<b>\$ 18.60</b>
<b>Effective July 1, 2002</b>	<b>\$ 19.20</b>
<b>Effective July 1, 2003</b>	<b>\$ 19.82</b>

All new hires shall have:

- (a) two (2) years of formal training in education of **persons with special educational needs** (e.g. Human Services Program) or any equivalent program from a recognized institution;

OR

- (b) **four thousand (4000) hours of** experience as a Teacher Assistant or equivalent experience working with **persons with special educational needs.**

(2) (a) The hourly rates for Youth Service Workers shall be as follows:

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>M a x</b>
<b>Effective July 1, 2001</b>	<b>\$ 16.49</b>	<b>\$ 17.29</b>	<b>\$ 18.07</b>	<b>\$ 18.86</b>	<b>\$ 19.64</b>
<b>Effective February 1, 2002</b>	<b>\$ 16.74</b>	<b>\$ 17.55</b>	<b>\$ 18.34</b>	<b>\$ 19.14</b>	<b>\$ 19.93</b>
<b>Effective July 1, 2002</b>	<b>\$ 17.28</b>	<b>\$ 18.12</b>	<b>\$ 18.94</b>	<b>\$ 19.76</b>	<b>\$ 20.58</b>
<b>Effective July 1, 2003</b>	<b>\$ 17.84</b>	<b>\$ 18.71</b>	<b>\$ 19.56</b>	<b>\$ 20.40</b>	<b>\$ 21.25</b>

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

SIGNED at Charlottetown, Prince Edward Island

this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

Education Negotiation Agency

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Canadian Union of Public  
Employees Local 3260

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**SCHEDULE "A"**

**GROUP LIFE AND GROUP MEDICAL INSURANCE**

CARRIER: **Imperial Life**

<u>TA Benefit Rates</u>	<u>Employee</u>	<u>Employer</u>	<u>Total</u>	<u>Coverage</u>	
Single Medical	\$23.89	\$23.89	\$47.78		
Family Medical	\$50.04	\$50.04	\$100.08		
Single Dental	\$13.23	\$13.23	\$26.46		
Family Dental	\$24.91	\$24.91	\$49.82		
AD&D	\$1.17	\$1.18	\$2.35	\$50,000	
Member Life	\$3.50	\$3.50	\$7.00	\$50,000	
Dependent Life	\$1.63	\$1.62	\$3.25	\$12,500	Spouse
				\$10,000	Child

**SCHEDULE "B"**

**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 teacher assistant 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 of Education shall provide to the Union, no later than November 30<sup>th</sup> of each school year, an updated list (as of September 30<sup>th</sup> ) of the number of students enrolled in Prince Edward Island schools.**

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Education Negotiating Agency

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Canadian Union of Public Employees  
Local 3260



**SCHEDULE "C"**

**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 of Education will provide an annual fund of \$3000 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.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Education Negotiating Agency

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Canadian Union of Public Employees  
Local 3260

**SCHEDULE "D"**

**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 Teacher Assistant or Youth Service Worker 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.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Education Negotiating Agency

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Canadian Union of Public Employees  
Local 3260

