

CUPE·SCFP

Collective Agreement

Between

The Education Negotiating Agency

And

The Canadian Union of Public Employees

Union Locals 1145, 1770 and 1775

July 1, 2018 – June 30, 2022

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This Agreement as of the 5th day of November 2020.

BETWEEN: The Education Negotiating Agency

Party of the First Part

AND: The Canadian Union of Public Employees
 Locals 1145, 1770 and 1775

Party of the Second Part

Witnesseth that the parties hereto in consideration of the mutual covenants hereinafter contained agree which 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, Locals 1145, 1770 and 1775.

Article 3 Definitions

- 3.1 "Agency" means the Education Negotiating Agency established under the *Education Act*."
- 3.2 "Classification" means the identification of a job or position by reference to a class title and position description as established by the Minister.
- 3.3 (a) "Employee" means any person employed in a classification specified in Schedule A, B, C or D who is:
- i a **permanent full-time Employee** who has completed the probationary period and who is scheduled to work and works the hours prescribed for the respective classification as outlined in Schedule A, B, C or D;
 - or
 - ii a **permanent part-time Employee** who has completed the probationary period and who is regularly scheduled to work and who works less than the hours for a **permanent full-time Employee** but at least one (1) hour per day for the respective classification as outlined in Schedule A, B, C or D. A **permanent part-time Employee** shall be entitled to all of the benefits of the Collective Agreement on a prorated basis, subject to eligibility for benefits (i.e. group insurance, pension);
- but does not include **Relief Employees**, Casual 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 **permanent full-time Employee** or a **permanent 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 4.6 – Recognition
 - Article 8 – Management Rights
 - Article 9 – Union Security and Dues Check Off
 - Article 13 – Strike and Lockout
 - Article 16 – Classification and Hours of Work
 - Article 17.5 (b) – Promotions and Staff Changes
 - Article 17.11 – Promotions and Staff Changes**
 - Article 19 – Wages
 - Article 20 – Overtime
 - Article 21 – Travel Allowances
 - Article 22 – Employee Rights
 - Article 26 – Vacation
 - Article 27 – Holidays
 - Article 29.1 (a) & (b) – Bereavement (to a maximum of two (2) days
 - Article 29.3 (b) – Union related activities
 - Article 31 – Sick Leave (Except Article 31.11)
 - Article 32 – Workers' Compensation
 - Article 35 – Health and Safety
 - Article 36 – Discrimination
 - Article 38 – Grievance Procedure
 - Article 39 – Arbitration
 - Article 41 – Harassment
 - Schedule B 3.3 – Shift Premium**

The Relief Employee shall only have access to Article 29.3 (b) and Schedule "A"-8, "B"-7, "C"-8 and "D"-7 during continuous employment of at least five (5) months.

- 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. However, if a relief **Employee** is hired in a permanent position within forty-five (45) working days of the last day worked as a **Relief Employee**, the **Employee** shall be entitled to carry over any accumulated sick leave from the **Employee's** last relief position.
- iii Should a **Relief Employee** become a permanent **Employee** in the same position previously filled as a **Relief Employee**, the **Employee** shall suffer no reduction in pay. Advancement to the next step on the pay grid shall be in accordance with their date of hire as a permanent **Employee**.

iv. The successful applicant for a Relief position shall be given a reasonable period of orientation.

(c) "Casual Employees" means a person employed to work on a day to day basis (15 days or less) as required by the Employer.

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

- i. Article 4.6 – Recognition
Article 8 – Management Rights other than Article 8.2 (b)
Article 9 – Union Security and Dues Check Off
Article 13 – Strike and Lockout
Article 16 – Classification and Hours of Work
Article 17.5 (b) – Promotions and Staff Changes
Article 20 – Overtime
Article 21 – Travel Allowances
Article 22 – Employee Rights
Article 32 – Workers' Compensation
Article 35 – Health and Safety
Article 36 – Discrimination
Article 38 – Grievance Procedure
Article 39 – Arbitration
Article 41 – Harassment
Appendix 1 – Wages**

- ii. If a Casual Employee reports to work for an assigned/scheduled shift and they are advised by the Employer that they are no longer required to work, the Casual Employee shall be paid for all hours originally assigned/scheduled that day. However, if the worksite is closed prior to the Casual Employee reporting to work for their assigned/scheduled shift, the Casual Employee will not be paid for the hours they were originally assigned/scheduled.**

3.4 "Employer" means either the French Language School Board or the Public Schools Branch.

3.5 "Local Unit" means the Employees of an Employer who are members of Local 1145 or Local 1770 or Local 1775.

3.6 "Minister" means the Minister of Prince Edward Island responsible for Education.

3.7 "School" means the place of work designated as a base by the Employer for Employees.

3.8 "Fiscal Year" means that period between April 1st and March 31st of the following year.

NOTE: The parties agree that the changes to the definition of "School Fiscal Year" in this Collective Agreement shall not affect allowances or entitlements as set out in the expiring Collective Agreement. Any provisions which include the term "School Fiscal Year" will be continued as status quo until the next Fiscal Year following the date this Collective Agreement is signed.

3.9 "School Year" means that period of time defined by the Minister in the school calendar.

3.10 "Seniority" means the length of service of an employee and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall.

3.11 "Union" means the Canadian Union of Public Employees, Union Local 1145 or Union Local 1770 or Union Local 1775.

3.12 For the purpose of the Collective Agreement, "common-law spouse" shall include same gender partners.

3.13 Words in the singular include the plural and words in the plural include words in the singular, unless otherwise defined.

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 Prince Edward Island Educator Sector Pension Plan, Group Medical Insurance Plans, Long Term Disability Plan 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 their Union steward and Union officer by the Employer. **A paper copy of the Collective Agreement shall be offered to all new Employees. The Employer shall provide the new Employee with an electronic copy of the Collective Agreement or the website address where the Collective Agreement is located if the Employee so chooses.**
- 4.6 An **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** 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**.
- 4.7 (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 at the end of September of each year, upon the Union's request, with the name, home address and telephone number of each **Employee** who is a member of the bargaining unit.
- (c) **The Employer shall provide the Union with its most up-to-date organizational chart upon request.**

Article 5 Duration and Term

- 5.1 Except as otherwise provided in this Agreement, the provisions of this Agreement shall be in effect for a term beginning July 1, 2018 and ending June 30, 2022 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 Notwithstanding Article 5.1, all provisions of the Agreement except wages shall become effective the beginning of the pay period following the signing date of this Agreement. Wage rates shall take effect on the dates set out in Appendix "1".

- 5.3 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 an agreement has been reached in respect of a renewal, amendment or substitution hereof. This Agreement may be further extended from time to time by mutual agreement.

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 Collective Agreement will be available to all Employees online. All requests for a physical copy of the Collective Agreement must be made within thirty (30) calendar days of the signing of the Collective Agreement. The Employer shall have printed sufficient copies of the Agreement in English and French to meet such Employee requests. The cost of such printing is to be shared on a 50/50 basis between the Employer and the Union.
- 7.2 Costs for translation of the Agreement 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 Employer and the working forces of the Employer, subject to the terms of this Agreement.
- 8.2 (a) The Union shall ensure that the Employees will comply with the instructions, rules and any regulations laid down by the Employer.
- (b) 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 the Employer's 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 each Local Union in advance of the implementation of the changes. The Employer shall provide to the Union the URL or web addresses where these documents are located.

- 8.4 Consultation shall take place between the Minister and the Local Union's president(s) and the Union's authorized representative in respect to changes in a school board funding program which affect terms and conditions of employment of support personnel.
- 8.5 If any law proclaimed in force by the Province of Prince Edward Island applying to support personnel 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 in each Local Unit on the first regular dues deduction date of employment, the amount of the monthly membership dues of the Union.
- 9.2 Deductions shall be made from each pay period and shall be forwarded to the Secretary Treasurer of the National Union not later than the 30th day of that month, accompanied by a duplicate list of names of all Employees from whom the deductions have been made. Each Union shall keep the Employer advised of the name and address of the Secretary Treasurer of the National Union.
- 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 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 National Union under this Article.

Article 10 Job Security

- 10.1 Persons whose jobs are not in the Local Unit shall not work on any jobs that are presently being performed by members except in emergencies or when regular **Employees** are not available or when otherwise mutually agreed between the parties to this Collective Agreement.
- 10.2 In the interest of creating employment and efficiency on the job, permanent **Employees** with less than thirty-five (35) hours per week shall, where operational scheduling permits and subject to Article 17.1, be permitted to apply for a part-time position in **any** Local Unit to enhance their employment to a maximum of eight (8) hours per day and forty (40) hours per week. The Union and the Employer may mutually agree that an **Employee** can enhance their employment beyond eight (8) hours per day or forty (40) hours per week. The parties agree that there is no overtime payable and that the work will not exceed two thousand and eighty (2,080) hours per year.
- 10.3 (a) The Employer shall not contract out regularly scheduled work as outlined in existing job classifications if there are **Employees** at work or on layoff who can perform the work in question.
- (b) The Employer shall not contract out regularly scheduled work, as outlined in existing job classifications, of **Employees** who cease employment in favour of replacing such **Employees**.
- 10.4 (a) Existing classifications shall not be eliminated without prior agreement with the Union.
- (b) Existing positions shall not be re-classified downward without consultation with the Union.
- 10.5 (a) The Employer shall notify the Union within one (1) calendar month before any auxiliary personnel are to start work in any worksite. All auxiliary personnel including job creation workers, Employment Development Agency workers, on-the-job training students, and other auxiliary personnel under similar programs must receive prior approval from the Union before starting work. The notice shall contain the duties, location and duration of the work.

- (b) The Employer agrees to continue the existing process of seeking and obtaining Union approval prior to the placement of auxiliary personnel in any worksite. The Employer will not permit auxiliary personnel in any worksite when Union approval is not granted.

10.6 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 Employee 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 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.

Article 11 Suspension and Discharge

- 11.1 No Employee who has completed their probationary period 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 Local Unit Vice President of the Union in writing stating the reason for the suspension or discharge.
- 11.3 Where an Employee alleges that they have been suspended or discharged in violation of Article 11.1, they may invoke the grievance procedure, including arbitration, provided the Employee has received the written approval of their Union.
- 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) days thereafter, give written particulars of such censure to the Employee involved with a copy to the Unit Vice President of the Union.

Article 12 Layoff and Recall

- 12.1 (a) For the term of this agreement and in the event of a layoff, the **Employee** in the affected classification with the least seniority will be laid off at any school, bus depot or school board office. The **Employee** laid off has the option to bump the least senior person in any classification with equivalent hours or less within their Local Unit, provided that the **Employee** has the qualifications and ability to perform the work. Work location shall not be more than fifty (50) kilometers from the **Employee's** prior work location. However, the distance could be in excess of fifty (50) kilometers if the Employer and the Union mutually agree.
- (b) For greater clarity, the laid off **Employees** may only bump the least senior **Employee** with equivalent hours or less in the following categories: 7 to 8 hours, 6 to 6.9 hours, 5 to 5.9 hours, 4 to 4.9 hours and under 4 hours.
- 12.2 If the laid off **Employee** does not exercise the option to bump within ten (10) working days of written notice of layoff then the **Employee** shall have forfeited the right to exercise that option.
- 12.3 In the event that more than one **Employee** in the same classification has the same seniority, the Employer shall determine which junior **Employee** shall be laid off.
- 12.4 For purposes of this Article, Bus Drivers "A" and "B" are deemed to be one classification.
- 12.5 In the event an **Employee** is laid off, the **Employee** will not lose seniority for the purpose of recall, if recalled by the Employer within two (2) calendar years after layoff. Employees shall be recalled in order of seniority provided that the **Employee** has the qualifications and ability to perform the work. Any **Employee** not recalled within two (2) calendar years shall lose all seniority rights for recall by the Employer.

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 Probation and Seniority

Probation

- 14.1 (a) The probationary period shall be a period of eighty (80) days worked from the date of hire in the same classification and school for which the **Employee** was hired. The probationary period shall include statutory holidays but exclude sick leave. Subject to Article 14, the **Employee** shall be entitled to all other rights and benefits of the Collective Agreement except seniority rights.
- (b) During the probationary period the decision of the Employer as to work assignment or termination of employment shall be, subject to Article 38.1, final and shall not be made subject to a grievance hereunder. For clarity, an **Employee** shall not be entitled for temporary positions or relief positions until they complete the probationary period.
- (c) When an **Employee** has completed their probationary period, their seniority shall date back to the date on which their employment began.
- (d) Notwithstanding (a), time spent working in temporary or relief positions does not count towards completion of the probationary period.

Seniority

- 14.2 (a) An **Employee** who:
- i. has been laid off 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, shall lose any acquired seniority.
- (b) Each Employer shall maintain a seniority list for each Local Unit showing the date upon which each **Employee's** service commenced. An up-to-date seniority list shall be forwarded to each Union and posted on bulletin boards in September of each year.

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 them at any time.
- (b) Before any written expression of dissatisfaction is placed in the **Employee's** file they shall examine the document and shall sign it. This signature is placed thereon with the expressed understanding that their signature does not necessarily indicate agreement with the contents. The **Employee's** reply to the written expression of dissatisfaction shall become part of their record.
- (c) Upon the **Employee's** written request, any formal record of disciplinary action regarding an **Employee** shall be removed from their file after the expiration of a period of twenty-four (24) months after the disciplinary action has been taken provided no further disciplinary action, reprimand or adverse report has been recorded during this period.
- (d) In the event that a written request to remove a formal record of disciplinary action is not received, the record of disciplinary action shall not be used against them after the twenty-four month period provided no further disciplinary action, reprimand or adverse report has been recorded during this period.
- (e) Any personnel record pertaining to an **Employee's** appointment, transfer, employment contract or promotion shall be made in writing with a copy given to the **Employee**, a copy placed in their official personnel record file and a copy shall be sent to the **Local Unit Vice-President** of the Union within ten (10) working days.
- 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 (a) Upon termination of employment with the Employer the official personnel record file will remain the property of the Employer.
- (b) Upon written request the former **Employee** shall be provided with a copy of the contents of their official personnel record file.

- (c) The contents of the official personnel record file will not be released to or viewed by outside parties without the written approval of the former **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 Year**.

Article 16 Classification and Hours of Work

- 16.1 Classifications and hours of work for **Employees** in Union Local 1145 (the transportation group) shall be as set out in Schedule "A" hereto annexed and forming part of this Agreement plus such additional classifications as the Employer may require and which are established by the Minister.
- 16.2 Classifications and hours of work for **Employees** in Union Local 1775 (the property maintenance group) shall be as set out in Schedule "B" of this Agreement plus such additional classifications as the Employer may require and which are established by the Minister.
- 16.3 Classifications and hours of work for **Employees** in Union Local 1770 (the school administrative assistants support group) shall be as set out in Schedule "C" of this Agreement plus such additional classifications as the Employer may require and which are established by the Minister.
- 16.4 Classifications and hours of work for **Employees** in Union Local 1770 (the school board office administrative support group) shall be as set out in Schedule "D" of this Agreement plus such additional classifications as the Employer may require and which are established by the Minister.

Article 17 Promotions and Staff Changes

- 17.1 Both parties recognize:
- (a) The principle of promotion within the service of the Employer.
 - (b) The job opportunity should increase in proportion to seniority.
 - (c) Therefore, in making staff changes, transfers or promotions within the Local Unit, appointment shall be made of the applicant with the greatest seniority, and having the required qualifications.

- (d) For greater clarification, in the event that the seniority of two or more applicants is determined to be equal, the **Employee** with the greatest amount of continuous service with the Employer prior to the 1991 unionization date shall be granted the appointment, provided that the parties can verify the applicant's service.
- 17.2 (a) i When a vacancy occurs or a new position or classification is created inside a Local Unit notice of the position(s) to be filled shall be posted by the Employer in the school board offices, **branch offices** and schools for a period of **seven (7) calendar days**. In addition, each Union shall be notified in writing by the Employer of the vacancy or new position created.
- ii Where an appointment is made from within the Local Unit, the job shall be filled within five (5) weeks of the vacancy occurring or the creation of the new position or classification.
 - iii Where an appointment is made from outside, the job shall be filled within nine (9) weeks of the vacancy occurring or the creation of the new position or classification.
- (b) Any additional hours up to and including one (1) hour per day shall be assigned within the board office, the school, the bus repair depot and the maintenance depot on the basis of seniority.
- 17.3 Such notice shall contain the following information: Nature of position, qualifications required, knowledge and education, skills, shift, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner.
- 17.4 The Employer may, at the same time as the posting is made, advertise publicly for additional applications, but no public applications shall be considered until all applications from within the Local Units, including those of probationary **Employees** have been considered and it is found that there is no qualified applicant from within the Local Units.
- 17.5 (a) Should it be determined that there are no qualified applicants from within the Local Unit where the position exists 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.
- (b) Should it be determined that there are no applicants within the Local Unit or bargaining unit, consideration shall be given to Casual Employee and Relief Employee applicants.

- 17.6 Should an **Employee** of another Local Unit be successful in **their** application for the 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, demotion and layoff and recall. Notwithstanding the foregoing such an **Employee** shall retain earned seniority rights insofar as they apply to any other rights or benefits of this Agreement.
- 17.7 Any vacancies created by the original posting must be posted in accordance with Article 17.2 and if a vacancy is not filled within two (2) calendar months of becoming vacant it is to be re-advertised.
- 17.8 (a) The successful applicant shall be given the opportunity to meet with **their** new immediate supervisor before accepting or declining the position for which they applied.
- (b) The successful applicant for a permanent position shall be given a reasonable period of orientation.
- 17.9 The successful applicants shall be placed on trial for a period of sixty (60) 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 at the rate of pay for the former position. Any other **Employee** promoted or transferred because of the rearrangement of positions shall also be returned to the former position without loss of seniority and wage or salary.
- 17.10 (a) In order of seniority within a **school**, bus depot or school board/**branch** office and subject to Article 17.1, an **Employee** shall, where operational scheduling permits, be permitted to fill a temporary vacancy up to and including sixty (60) working days.
- (b) Where a temporary vacancy cannot be filled pursuant to 17.10 (a) and the temporary vacancy exceeds **twenty (20)** working days, but does not exceed sixty (60) working days, the Employer shall make the vacancy created by the leave of absence or temporary increase in workload available to Local Unit members of the Employer on a seniority basis. The replacement in this situation shall be selected on a rotational basis and in order of seniority, provided the **Employee** has the necessary qualifications. An **Employee** who refuses a lower paying assignment shall not be placed at bottom of that list.

- (c) Any subsequent vacancies created as a result of the filling of this initial vacancy under (b) above shall be filled in accordance with (a).
- (d) **An Employee who is interested in filling a temporary vacancy under 17.10 (b) above shall submit their names to the Employer in writing on or before September 30th of each year. Such list shall be posted in workplaces within ten (10) working days. Probationary Employees who are hired prior to September 30th may submit their names and shall be eligible to fill a Temporary Vacancy upon successful completion of their probationary period.**
- (e) All temporary vacancies which exceed sixty (60) working days shall be posted in accordance with **Article 17.**
- (f) The Employer shall not be obligated to appoint an **Employee** to a temporary vacancy under Article 17.10 (b) unless the appointment would result in a higher hourly rate of pay, an increase in hours of work for that **Employee**, an opportunity to work day shift, or a reduction in the distance to travel for the **Employee** of twenty (20) km or greater each way.
- (g) **An Employee is expected to complete the full length of a Temporary Vacancy. An Employee in a Temporary Vacancy shall not be eligible for appointment to another Temporary Vacancy position unless:**
 - a) **the appointment would result in a higher hourly rate of pay, an increase in hours of work for that Employee or an opportunity to work a day shift (if the Employee is not already working a day shift) from their current Temporary Vacancy assignment; or**
 - b) **a reduction in the distance to travel for the Employee of twenty (20) km or greater each way.**

17.11 Relief Position Becomes Permanent Vacancy

Where a Relief Employee has been hired for a fixed period of time to replace a permanent incumbent, and the position becomes permanently vacated during the term of the temporary absence, the Relief Employee shall vacate the position at the **earlier of the conclusion of the fixed term or forty-five (45) working days from the date the position becomes permanently vacant.**

17.12 Union Notification

The Union shall be notified in writing of all permanent or posted relief appointments, permanent increase in hours, layoffs, transfers and recalls within thirty (30) working days of the event.

17.13 Any Employee who shall be required during the absence of another Employee to substitute in or perform the principal duties of a position within a higher rated classification shall be placed at that step in the higher rated classification which provides for an increase of not less than one full increment.

17.14 Where an Employee's position is abolished by the Employer and the Employer transfers the affected Employee to another position having a lower maximum rate of pay, the Employee shall continue to receive their current rate of pay in effect for the former position at the time the position was abolished. Such rate of pay shall continue to apply until such time as the maximum rate of pay for the lower rated position exceeds the current rate of pay in effect for the Employee in the position abolished by the Employer.

17.15 (a) A secondment is a voluntary agreement where a permanent Employee is temporarily assigned to work for another Employer ("the alternate Employer") while remaining on the payroll of their permanent Employer.

(b) Employees shall have the option of continuing participation in the group insurance and pension plan on a cost shared basis. Otherwise, the terms and conditions of employment shall be in accordance with the terms of the secondment agreement.

(c) An Employee may terminate a secondment agreement prior to its fixed term, by giving sixty (60) working days notice.

(d) At the conclusion of the secondment agreement, the Employee shall return to their original position. If it no longer exists, the Employee shall have the benefit of the provisions of the Collective Agreement at the end of the secondment agreement.

(e) The President of the Local Union shall be provided with a copy of the secondment agreement prior to its execution by the Employee. The Union shall advise the Employee of their rights and the issues related to Union representation.

Article 18 Classification Appeal

18.1 Definitions

For the purposes of Article 18:

(a) "Appeal" means a request by an Employee to the Classification Appeal Board for a change in their classification.

- (b) "Board" means the Classification Appeal Board constituted to function in accordance with these procedures.
 - (c) "Day" means working day.
 - (d) "Alternate" means a person appointed to act in the place of a regular Board member who, due to illness, absence, conflict of interest or for other reasons, is not able to act at a Board meeting.
- 18.2 (a) A permanent **Employee** shall submit to the Employer a request to review the classification of **their** position by completing a description of the position and a covering letter specifying the reasons for the request. The Employer shall forward a copy of this request to the Local President.
- (b) A request for review or appeal shall demonstrate that the present duties of the position are substantially different from those on which the classification of the position within the plan was determined.
 - (c) The Employer shall, within ten (10) days of receiving the description of the position, forward it to the PEI Public Service Commission.
 - (d) The PEI Public Service Commission will advise the Employer **within thirty (30) days of its decision to reclassify the position or not reclassify the position. The Employer shall immediately inform the Employee and the Local President of the Commission's decision.**

18.3 Employee Classification Appeal Procedures

- (a) An **Employee** may appeal the decision of the PEI Public Service Commission within ten (10) days of receipt of the Commission's decision. Such appeal shall be filed with the Chair of the Board. A copy of the appeal shall be forwarded to the Employer, Local President and the PEI Public Service Commission.
- (b) The Board shall consist of one member and alternate appointed by the Union, one member and alternate appointed by the Minister and a mutually agreed chairperson. The Board shall be named for the term of the agreement.

18.4 Classification Appeal Board Procedures

- (a) The appeal to the Board shall be in writing specifying the reasons for the appeal.
- (b) The Employer shall provide up-to-date job descriptions to the Board and **Employee (s)** as necessary.

- (c) The Board shall review the appeal and if requested by the **Employee** or **Employer** at the time of application, the Board shall hold a hearing to record testimony from the **Employer**, or persons having knowledge of the duties and responsibilities of the position or any other position as set out in the Schedules of the Collective Agreement.
- (d) The Board shall communicate its decision in writing, including the reasons therefore, to the parties to the appeal within thirty (30) days of the receipt of the appeal.
- (e) The decision of the Board is binding on all parties to the appeal.
- (f) The Board shall not:
 - i Change, or in any way amend, existing salary relationships between classifications.
 - ii Modify any descriptions, concepts, responsibilities or specifications for any classification, level, group or category; or
 - iii Reconsider an appeal of the classification of any position that has been considered by it within the previous twelve (12) months unless there has been a substantial change in the duties of the position.

18.5 General Rights

- (a) The **Employee** has the right to up-to-date job description for the position occupied by the **Employee**. Upon request, the **Employee** shall be provided with a copy within sixty (60) days.
- (b) All parties to the appeal have the right to be present during the hearing portion of the appeal.
- (c) All parties to the appeal have the right to call witnesses or have someone represent them during the course of the Board hearing.
- (d) The **Employee** has the right to receive pay adjustment(s) retroactively to the date of first submission should the Board rule in the **Employee's** favour.
- (e) All costs incurred in relation to an appeal are the responsibility of the parties incurring such expense.
- (f) Time limits applying to the appeal process may be extended by mutual consent.

- 18.6 Should an appeal be successful and where the appealing Employee is reclassified, such decision will be final and no other Employee shall have grievance rights as per Article 40 of this Collective Agreement.

Article 19 Wages

- 19.1 The Employer shall prepare a job or position description whenever a new job or position is created. The position shall be evaluated under the existing classification system. In the event the results of the evaluation fall outside of the existing classification levels of this Agreement, the rate of pay shall be subject to negotiation between the parties. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by the Employee.
- 19.2 The wage rates for each classification level shall be as set out in Appendix "1" hereto annexed and forming part of this Agreement.
- 19.3 Employees shall be paid in equal biweekly installments at the rates set out in Appendix "1" for the periods prescribed in the Schedule to which their classification belongs.
- 19.4 Employees who are employed for less than twelve (12) months shall be paid in equal installments on regular biweekly pay dates during their period of employment.
- 19.5 An Employee granted a leave of absence without pay of more than one (1) week but not exceeding two (2) weeks may, upon request, have the said amount of salary deducted over a maximum of two (2) consecutive pay periods provided it does not extend beyond the end of the school year. Such a request must be made in advance of the commencement of the leave of absence.

Article 20 Overtime

- 20.1 Overtime pay for all classifications will be payable as provided for in Schedules "A", "B", "C" and "D" hereto annexed and forming part of this Agreement.
- 20.2 Non-School Use of Facilities and Equipment

In cases where the use of school facilities or school buses for other than school purposes is approved by the Employer it is the responsibility of the Employer to employ and pay, in accordance with the terms of this Collective Agreement, the Employee who is required to work by the Employer.

Article 21 Travel Allowance

- 21.1 (a) An **Employee** using their 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 Treasury Board Policy.
- (b) An **Employee** who operates their own motor vehicle for short trips in the performance of their duties is eligible to claim a minimum daily allowance of six dollars (\$6.00) or reimbursement pursuant to (a).
- 21.2 Each **Employee** shall be responsible for providing their own transportation between place of residence and normal place of work.
- 21.3 (a) Where an **Employee's** work requires them to be away from their normal work area for more than two (2) consecutive hours over the regular meal time and a meal is not provided, the Employer shall provide a meal allowance according to the in-province and out-of-province rates as established from time to time by Treasury Board policy.
- (b) The in-province allowance provided in (a) above shall not be payable in the case of an **Employee** whose normal duties require the **Employee** to work at more than one Employer owned or operated facility.
- 21.4 An **Employee** whose position requires work at more than one (1) worksite shall be paid travel allowance as provided in Article 21.1 for travel between work sites during their hours of work. The travel allowance will be calculated on the basis of the required distance actually travelled.

Article 22 Employee Rights

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

Article 23 Retirement Allowance

- 23.1 The Employer shall pay an **Employee** retirement pay based on the following eligibility requirements:
- (a) When an **Employee** having ten (10) or more years of continuous service retires at age 55 or more; or
- (b) When an **Employee** has thirty (30) years of continuous service; or

- (c) When an **Employee**, who has engaged after their 55th birthday, retires at age 65 or more; or
- (d) When an **Employee** having more than ten (10) years of continuous service 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 continuous service retires due to a permanent disability which prevents them from continuing employment.

23.2 (a) Such retirement pay shall be calculated at their daily rate of remuneration at the date of retirement and shall be based on the following:

- i six (6) days pay for each of their first twelve (12) full years of continuous service; and
- ii five (5) days pay for each full year of continuous service thereafter;
- iii a partial year of continuous service in the final year will be prorated.

In no case shall retirement pay exceed one hundred and twenty-five (125) days' pay

- (b) A full year of continuous service under this article shall mean full time hours for the year for the **Employee's** classification. An **Employee** who works less than full time during part or all of a given year earns less than a full year of continuous service for that year for the purpose of retirement pay. For example, an **Employee** who works half time for a year earns half a year of service for purposes of retirement pay.

23.3 Retirement pay shall be calculated as follows:

Number of Days X (Full-time weekly hours X Hourly Rate)
 Accumulated under 23.2 5

23.4 An **Employee** who applies for retirement pay due to permanent disability may be required by the **Employer** to appear for a medical examination by a doctor chosen by the **Employer**.

23.5 Accumulated retirement pay credits shall be portable from one **Employer** to another and from one **Union** to another.

23.6 Leaves of absence or layoff shall not constitute a break in service for the purpose of this Article.

23.7 At the **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.
- (d) Subject to approval of the Employer, **Employees** who are eligible to retire with a pension within five (5) years, and who would otherwise be eligible for retirement allowance, may use their accrued retirement allowance toward 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 leave. The granting of such leave shall be at the discretion of the Employer. Any leave accessed under this provision shall reduce the retirement allowance ultimately paid to the **Employee** on a day for day basis.

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

23.8 For the purpose of this Article, an **Employee** shall be considered to have a permanent disability if the **Employee**, due to illness or injury, is unable to perform the functions of their position or any other position within the Employer.

Article 24 Severance Pay

24.1 Severance pay shall be paid if employment is terminated;

- (a) because of position abolishment or layoff, or
- (b) under the term of Article 32.5 (c)

and the affected **Employee** has five (5) or more years of continuous service.

24.2 (a) Such **Employee** shall be given thirty (30) days notice and severance pay on the basis of one week's pay, at the regular rate for the position last occupied, for each full year of employment to a maximum of twenty-six (26) weeks' pay.

(b) A partial year of continuous service in the final year will be prorated.

24.3 Severance pay is not payable in addition to Retirement Pay as provided for under Article 23 of this Agreement.

- 24.4 At the **Employee's** request the payment of severance pay shall be:
- (a) a lump sum payment at the time of termination; or
 - (b) held over to the following taxation year following termination; or
 - (c) transferred directly to the **Employee's Registered Retirement Savings Plan** at the time of termination, as permitted by the *Income Tax Act* of Canada.
- 24.5 Accumulated severance pay credits shall be portable from one Employer to another and from one Local Unit to another.

Article 25 Group Insurance Plan

- 25.1 (a) The Employer agrees to pay fifty (50%) percent of the applicable premium, including administrative costs, on behalf of each **Employee** who is a participant in the **Union Group Life, Medical Dental Insurance and Long Term Disability Plan**.
- (b) The Long Term Disability Plan shall have the same plan design as the **Public Sector Group Insurance Plan ("PSGIP")**.
- 25.2 In the event of an increase in premium for any of the above plans, the Employer agrees to continue the fifty (50%) percent cost sharing arrangement in the plans, provided that the benefits in the plans are not increased.
- 25.3 The parties agree that all new **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.
- 25.4 Article 25.3 shall not apply to new **Employees** who are covered by their spouse's **Group Medical and Dental Insurance Plans**. Approval is retained by current **Employees** who have previously opted out of the **Dental Insurance Plan**.
- 25.5 When an **Employee** is granted unpaid leave for purposes of maternity, parental, illness or adoption leave, the Employer shall continue to pay its share of the premiums as provided in Article 25.1 (a) and (b) providing that the **Employee** maintains their share of the cost.
- 25.6 Participation in the LTD Plan is mandatory for all **Employees**.
- 25.7 The Employer agrees to cover the cost of the Union representatives on the **Group Insurance Trust Committee**.

25.8 The Employer shall pay the full premium cost per Union member per month to the C.U.P.E. Union Locals 1145, 1770, 1775 & 3260 Group Insurance Trust Fund for the purpose of providing \$5,000 basic life insurance and \$5,000 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 to 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.

25.9 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.

25.10 Pension Plan

- (a) Participation in the Prince Edward Island Education Sector Pension Plan is mandatory for all new Employees.
- (b) The Minister shall provide, on an ongoing basis, to CUPE 1145, 1770 and 1775 representatives on the Education Sector Pension Plan Committee, or upon request of any CUPE President of Locals 1145, 1770 and 1775, 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 26 Vacation

26.1 Effective July 1, 2005, **Employees** who are employed for less than twelve (12) months of the Fiscal Year shall be paid vacation pay at their regular rate calculated as follows:

- (a) Those **Employees** who have completed less than six (6) years of service shall be entitled to vacation pay at the rate of one and one-quarter ($1 \frac{1}{4}$) days pay per month of service.
- (b) Those **Employees** who have completed six (6) years of service to the completion of sixteen (16) years of service shall be entitled to vacation pay at the rate of one and two-thirds ($1 \frac{2}{3}$) days per month of service.
- (c) Those **Employees** who have completed sixteen (16) years of service to the completion of twenty-six (26) years of service shall be entitled to vacation pay at the rate of two and one-twelfth ($2 \frac{1}{12}$) days pay per month of service.
- (d) Those **Employees** who have completed twenty-six (26) years of service shall be entitled to vacation pay at the rate of two and one-half ($2 \frac{1}{2}$) days per month of service.
- (e) Such vacation pay shall be added to the biweekly pay of each **Employee** during the term of employment.

26.2 Effective July 1, 2005, the vacation year for **Employees** who are engaged for twelve (12) months of the year will be from July 1 to June 30 of each year. Such **Employees** shall be entitled to vacation with pay at their regular rate calculated as follows:

- (a) Those **Employees** who have completed less than one (1) year of service shall be entitled to one and one-quarter ($1 \frac{1}{4}$) days per month of continuous service completed to June 30.
- (b) Those **Employees** who have completed one (1) year of service to the completion of six (6) years of service shall be entitled to vacation credits at the rate of one and one-quarter ($1 \frac{1}{4}$) days per month of service to a total of fifteen (15) working days per year.
- (c) Those **Employees** who have completed six (6) years of service to the completion of sixteen (16) years of service shall be entitled to vacation credits at the rate of one and two-thirds ($1 \frac{2}{3}$) days per month of service to a total of twenty (20) working days per year.

- (d) Those **Employees** who have completed sixteen (16) years of service to the completion of twenty-six (26) years of service shall be entitled to vacation credits at the rate of two and one-twelfth (2 1/12) days per month of service to a total of twenty-five (25) working days per year.
 - (e) Those **Employees** who have completed twenty-six (26) years of service shall be entitled to vacation credits at the rate of two and one-half (2 ½) days per month of service to a total of thirty (30) working days per year.
- 26.3 Vacations for twelve (12) month **Employees** shall be granted on the basis of seniority. Where operational requirements permit, vacations may be taken in an unbroken period mutually agreed upon between the **Employee** and the **Employer**.
- 26.4 In cases where the **Employer** requests the **Employee** to forego all or part of their vacation entitlement during any vacation year and the **Employee** agrees to do so, the **Employee** may request and shall receive vacation pay in lieu of vacation at their current annual rate of pay.
- 26.5 Vacation entitlements shall not be cumulative from year to year, except that an **Employee** may carry up to one (1) year of vacation entitlement plus ten (10) days vacation entitlement over into the next year by giving notice of their intention to the **Employer** prior to May 1st of that year.
- 26.6 In determining vacation leave, the **Employer** shall give preference in time period off to those **Employees** with the greatest accumulation of seniority. The basis of operation of this seniority provision is on a school by school basis or school board office basis, whichever is applicable to the **Employee**.
- 26.7 Sick leave and bereavement leave may be substituted for vacation leave where it can be established to the satisfaction of the **Employer** that an accident, illness or death occurred while the **Employee** was on vacation leave.
- 26.8 If an **Employee**, who has been granted more vacation leave than they have earned, dies, the **Employee** is considered to have earned the amount of leave with pay granted.

Article 27 Holidays

27.1 All **Employees** covered by this Agreement are to have the following holidays off without loss of pay, subject to Article 27.7, provided they occur on a regular working day:

- | | | |
|-----|------------------|------------------|
| (a) | New Year's Day | Labour Day |
| | Good Friday | Thanksgiving Day |
| | Easter Monday | Remembrance Day |
| | Victoria Day | Christmas Day |
| | Canada Day | Boxing Day |
| | Floating Holiday | Islander Day |

- (b) If Christmas Eve falls on an **Employee's** scheduled work day, the **Employee** shall have Christmas Eve day off without loss of pay.
- (c) Any other day proclaimed by the Federal or Provincial Governments.
- (d) The "Floating Holiday" which is applicable to twelve month **Employees** shall be agreed upon in consultation between the Employer and the Employee. This day shall be taken during the months of July and August or on a day that no substitute coverage is needed, excluding days referenced in Article 29.3 (b); Schedule A-8, B-7, C-8, D-7.

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

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

27.4 An **Employee** required to work on a scheduled holiday will receive pay at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked in additional to their regular days pay.

27.5 When a designated holiday(s) coincides with an **Employee's** day of rest, the holiday(s) shall be granted the **Employee** on their first scheduled working day(s) following the day(s) of rest.

27.6 An **Employee** who is employed for less than twelve (12) months in any Fiscal Year shall be entitled to any statutory holiday that falls within their employment period.

27.7 A part-time **Employee** shall be entitled to pro-rated leave with pay for the holidays as set out in Article 27.1.

Article 28 Educational Leave and In-Service

28.1 The Employer recognizes the desirability of encouraging education and may grant leave of absence for such purpose as approved by the Employer.

28.2 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.

28.3 For purposes of this Article travel time shall not be considered as time worked in the calculation of overtime.

28.4 (a) The parties recognize that the personal professional development of **Employees** is of mutual benefit to the **Employee** and the Employer. In order to assist **Employees** with personal professional development each Employer shall establish an annual fund for this purpose as set out below:

Public Schools Branch	\$9.500
French Language School Board	\$ 500

(b) Each Employer's fund shall be managed by the Labour Management Committee which shall receive and adjudicate all applications. This Committee shall report annually to the Employer and the Union by the end of the school year.

(c) If approval of an application would mean that an **Employee** would need to be replaced in the performance of their work duties, the cost of such replacement up to a maximum of **three (3)** days shall be considered a cost against this fund.

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

28.5 In determining whether funding will be approved by the Labour Management Committee for personal professional development as per Article 28.4 of the Collective Agreement, the following guidelines for distribution must be considered:

(a) Training/courses must be of mutual benefit to the **Employee** and the Employer. Courses may assist the **Employee** in their present position, but also may be beneficial to them for use in any other position within the School Board for which they may someday qualify.

- (b) An **Employee** who receives assistance and within six (6) months resigns to accept employment with an Employer other than a PEI School Board must return all money received to the Fund.
- (c) Should an application be approved, when possible, the recipient should be granted 80% of the funding requested to a maximum of \$1,000 per application.
- (d) At the end of each **Fiscal Year**, should any monies remain in the fund, **successful applications** from that **Fiscal Year** should be revisited with the intent of topping off the remainder of the amount requested. Should funding not exist to warrant full top up, remaining funding will be disbursed to successful applicants on a pro-rata basis. However, no **Employee** is eligible to receive more than 25% of the balance in the Education Leave Fund at the beginning of each year. For example, if the fund opening balance is \$10,000, the **Employee** would not be able to obtain more than \$2,500.
- (e) All unused funding will be carried over to the following **Fiscal Year**.
- (f) If approved, funding may be allocated in advance of the course with appropriate application. Also, reimbursement from the fund can be obtained when a receipt and application are provided up to one (1) calendar year of date of receipt.

Article 29 Leave of Absence

29.1 Bereavement

- (a) An **Employee** shall be granted bereavement leave with pay for five (5) regularly scheduled consecutive school days leave, provided the days are taken within seven (7) days of the death, without loss of pay and benefits in the case of the death of the following members of their immediate family: parent or step-parent (parent includes a natural parent, guardian, foster parent and any person(s) standing in loco parentis), spouse, common-law spouse or child or step-child.

- (b) An **Employee** shall be granted bereavement leave with pay for three (3) regularly scheduled consecutive school days leave, provided the days are taken within five (5) days of the death, without loss of pay and benefits in the case of the death of the following members of **their** immediate family: brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, **step-sibling**, grandparent, grandchild, former guardian, ward, 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 fall 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 or nephew.
- (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.
- (e) **Notwithstanding the timeframes for taking leave days established in Article 29.1 (a) and Article 29.1 (b), where a funeral or memorial/burial service is to take place beyond the timeframes after the death established in Article 29.1 (a) and Article 29.1 (b), one or more of the leave days to which an Employee is entitled may be taken after that period to attend the funeral or memorial/burial service. An Employee taking a leave day after the time period established in this Article shall notify the Employer, as soon as practicable, of their intention to do so. This provision shall not result in additional days leave beyond what would have occurred under the usual application of Article 29.1 (a) and Article 29.1 (b).**

29.2 Pallbearer or Mourner

- (a) Where operational requirements permit, one-half (½) day leave at their 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 (½) day provided in (a) above, they shall be granted up to one-half (½) day, where necessary, to fulfill other functions and obligations normally expected of a pallbearer.

29.3 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 six (6) **Employees** from each Local Unit from the **Public Schools Branch** and three (3) **Employees** from each Local Unit from the French Language School Board at the same time, designated by the Union for the purpose of attending labour conventions, **conferences** or C.U.P.E. sponsored education workshops. The total number of days available under this section is fifty-seven (57) working days in any school **Fiscal Year** equally allocated on the basis of nineteen (19) days to each Union. The Union shall request such leave of absence by September 30th for the first half of the school year (September to January) and by February 28th for the second half of the school year (February to June).
- (b) The Employer shall grant one (1) day per year to each member of the Local Units to attend conventions arranged by or under the auspices of the Union. No **Employee** shall experience loss of salary or other benefit provided the **Employee** attends the convention. Such day shall coincide with the P.E. I. Teachers' Federation scheduled workshop days or **another mutually agreed upon day**.

Each Union shall notify each Employer in writing by September 30 of each year of the date of the day to be used under this Article.

- (c)
 - i Any representative of 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 The Union and the Agency shall advise each other of the members selected to their respective bargaining committees at least thirty (30) days prior to the date on which negotiations are to commence. The number of **Employees** on the Union's Bargaining Committee shall not exceed four (4) members from each Local.
 - iii Bargaining Committee members **shall, where operational requirements permit**, 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 required, the Employer may grant such additional days**. The appropriate Local agrees to reimburse the Employer within thirty (30) days of being invoiced by the Employer, for one hundred percent (100%) of the salary and benefits of the **Employee** on leave.

- (d) **An Employee who is elected to a full-time position with the Local Union, or any body with which the Local Union is affiliated, shall be granted leave of absence for a specified period of up to one year by the Employer, without pay or loss of seniority. Such leave of absence shall be renewable for a further term upon request for such leave. Such leave of absence will be given to not more than one Employee in the Local Union at any given time, unless the Employer determines operational requirements could permit such. Employees on such leave of absence will not be entitled to the benefits of this Agreement. However, seniority will continue to accrue for such Employees at the same rate as if the Employer had employed them. In addition, such seniority will not be used for retirement allowance or for vacation entitlement purposes.**

- (e) **Employees shall be entitled to attend one (1) C.U.P.E. Retirement Planning seminar during their employment without loss of wages and benefits. The Union will reimburse the Employer for any replacement time in excess of one (1) regular workday, excluding P.E.I. Teacher's Federation scheduled workshop days.**

- (f) **Local Unit members shall be allowed time off without loss of pay or benefits, to attend jointly called union-management meetings held during working hours.**

- (g) **Local Union shop stewards who are required to attend arbitration hearings shall be granted a leave of absence without loss of pay or benefits.**

- (h) **Upon request, where operational requirements permit and subject to a minimum of three (3) days' notice (such notice may be waived by the Employer in case of an emergency), the Employer shall grant a leave of absence with pay and benefits to an Employee elected or appointed to represent the Union at conventions, conferences, executive and national meetings. The Union shall reimburse the Employer for the costs of the salary and benefits of the Employee on leave.**

29.4 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. **This Article does not apply to personal legal matters, except where the Employee is required to appear in court for a family violence or child custody matter.** The Employer shall pay such an **Employee** their normal earnings. The **Employee** will present proof of service. 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. Any payment received for jury duty or attendance as a witness shall be remitted to the Employer, excluding payment for travelling, meals or other expenses.
- (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 place an **Employee** on leave of absence with pay, to remove the **Employee** from the workplace pending the ultimate disposition of the offence by the court.
- (d) An **Employee** who is found guilty for an offence for which **they** receive;
- i a conviction which is entered on **their** criminal record;
 - or
 - ii a conditional or absolute discharge in lieu of a conviction being entered on **their** 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 29.4 (b) or (c) above.

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

29.6 Canadian Citizenship Application

Any **Employee** shall be granted not more than one (1) day leave of absence with pay to process **their** Canadian citizenship application.

29.7 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.

29.8 Donating Blood or Blood Products

Where operational requirements permit, up to one-half (½) day leave with pay shall be granted for donating blood or blood products at a Blood Donor's Clinic or Health Laboratory up to a maximum of two (2) days leave per year.

29.9 Illness in Immediate Family

Where no one other than the **Employee** can provide for the needs of a member of **their** immediate family during illness the **Employee** shall be entitled, after notifying **their** immediate supervisor, to use up to five (5) days paid leave of absence per application, to a maximum of **twelve (12)** paid days per year from **July first (1st) to June Thirtieth (30th)** of the following 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.

29.10 Medical Appointment for Immediately Family

Each **Employee** shall be allowed three (3) paid days leave of absence, or necessary portion thereof, to **attend** a medical appointment or treatment for a member of **their** 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 three (3) paid days per year from **July first (1st) to June thirtieth (30th) of the following 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.

29.11 For purposes of Articles 29.9 and 29.10 immediate family means the **Employee's** parent, spouse, common-law spouse, child, those under the guardianship of the **Employee**; or other relative who permanently resides with the **Employee**.

29.12 Leave for Public Office

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. Approval of the request shall not be unreasonably denied. Upon request, an **Employee** who is elected to Public Office shall be granted unpaid leave of absence for up to two terms of Public Office, which leave shall be for the **Employee's** full guarantee. The **Employee** shall retain accumulated seniority during the leave of absence. On return from leave, an **Employee** shall be posted to a position similar to that which they held immediately prior to going on leave.

29.13 (a) 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 general leave request shall be unreasonably denied or unreasonably requested. Except for leaves of absence for medical reasons, such leave of absence shall not exceed twenty-four (24) months.

(b) Upon receipt of a request for general leave of absence, the Employer will respond to the request within a reasonable time frame, not to exceed twenty (20) working days.

Article 30 Maternity and Parental Leave

30.1 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.

- 30.2 An eligible **Employee** shall, upon request, be granted leave of absence without pay and or loss of seniority for maternity and parental leave for a period of not more than twelve (12) consecutive months.
- 30.3 The Employer reserves the right to require an **Employee** to stop work if the state of the **Employee** becomes incompatible with the requirements of their job because of pregnancy.
- 30.4 An **Employee** shall be granted **two (2)** days' leave with pay on the occasion of their spouse giving birth to a child.

30.5 Supplementary Employment Benefit

The parties agree that the Supplements to EI Maternity or Parental Benefits will be provided to **Employees** who take maternity or parental leave. 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 (80%)** percent 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 For **Employees** who work less than twelve (12) months, the parties agree that the weeks during which the Summer break occurs 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 **their** 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 **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 amount equal to **one (1) week pay**, less any other earnings received by the **Employee** during the waiting period.

30.6 (a) **Prior to commencement of the maternity or parental leave, an Employee shall inform the Employer of their anticipated return date from the leave. On return from maternity or parental leave, the Employee shall be reinstated to the Employee's former position if it is still in existence. If the former position no longer exists, the Employee shall be reinstated to an equivalent classification.**

- (b) **Notwithstanding Article 30.6 (a), if the Employee requests to return to work prior to their anticipated return date, they will notify the Employer two (2) weeks prior to their return. The Employer shall accommodate the Employee's request.**

30.7 Where continued coverage is provided under group insurance plans, an **Employee** who has been granted a leave of absence without pay under this section shall continue to be eligible for cost-sharing of all group insurance premiums. Where an **Employee** elects to continue insurance coverage, the **Employee's** share of the premiums will be paid by providing the insurance administrator (Johnson Inc.) with a series of monthly post-dated cheques to cover the period of the leave.

In the event the **Employee** terminates employment, back premiums will be deducted from any monies due to the **Employee**.

Employees will be responsible, during the period of the leave, for payment of the aspects of group insurance that are not cost-shared.

Article 31 Sick Leave

31.1 In this Article "Immediate **supervisor**" means a person designated by the **Employer**.

31.2 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 injury.

31.3 All Employees shall accumulate sick leave credits at the rate of one and one-half (1½) days for each calendar month of service up to a maximum accumulation of two hundred (200) days for ten (10) month Employees and two hundred and ten (210) days for twelve (12) month Employees.

Employees with the 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.

- 31.4 (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 their shift commences and if the Employee wishes to use sick leave for such absence they must make application for leave on the prescribed form.**
- (b) Employees shall make all reasonable efforts to book medical or dental appointments during their off-duty hours. An Employee engaging in personal preventative medical or dental care who will be absent from work shall notify their immediate supervisor of the absence at least forty-eight (48) hours before their shift commences, except that in an emergency situation the advance notice shall be waived by the Employer. If the Employee wishes to use sick leave for such absence, they shall make application for leave on the prescribed form. Sick leave for a routine medical or dental appointment shall not exceed four (4) hours, unless:**
- i) the Employee is required to travel to another area for the appointment; or**
 - ii) the appointment is unexpectedly delayed beyond the Employee's control.**

31.5 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 Workers' Compensation coverage;**
- (b) be granted sick leave by the Employer where the other Employer does not provide Workers' Compensation coverage.**

- 31.6 An **Employee** may be required to produce a medical 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. **Where the Employer requests additional medical information from an Employee who is on approved sick leave, the Employer will pay the associated costs of the request.**
- 31.7 Abuse of sick leave, maternity leave or any other leave of absence provisions shall be grounds for immediate dismissal.
- 31.8 Accumulated sick leave credits shall be portable from one Employer to another and from one Union to another.
- 31.9 When an **Employee** is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.
- 31.10 An **Employee** with more than one year of service 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 (½) 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 they shall repay to the Employer any salary provided for the unearned portion of the sick leave.
- 31.11 Where an **Employee's** job performance is unsatisfactory and is considered to be due to the use of alcohol or other addictions 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.
- 31.12 Any **Employee** who becomes permanently disabled and is unable to continue their employment as a result, shall be entitled to use all accrued sick leave credits and shall not be terminated before their sick leave credits have been exhausted.
- 31.13 In the event of the death of an **Employee's** immediate family members as outlined in Article 29.1 and where the provisions of Article 29.1 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 32 Workers' Compensation

- 32.1 (a) All **Employees** shall be covered by the *Workers 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 *Workers Compensation Act* shall receive leave, without pay for the period the **Employee** receives Workers' Compensation benefits.
- (i) Pending the initial decision on a **Workers Compensation claim**, an **Employee** shall continue on payroll and shall be paid at the level which is equivalent to their estimated entitlement under the *Workers Compensation Act*.
 - (ii) If the claim is approved by the **Workers' Compensation Board**, the **Employee** will repay all monies paid by the Employer during the interim period.
 - (iii) If the claim is not approved by the **Workers' Compensation Board**, the **Employee** will be entitled to access sick leave benefits for that period of time if eligible as per Article 31, or the **Employee** will repay all monies paid by the Employer during the initial decision period.
- 32.2 This provision shall continue for the period the **Employee** receives temporary earnings loss benefits pursuant to the *Workers' Compensation Act*. During said period, the **Employee** shall continue to accrue sick leave and vacation benefits.
- 32.3 Notwithstanding Article 32.1 (a), in the event the earnings of an **Employee**, at the time of the claim under the *Workers' Compensation Act*, exceed the maximum annual earnings established by regulation, the Employer shall, during the period of leave without pay, continue to pay the **Employee** an amount equal to eighty (80%) percent (eighty-five 85% percent after thirty-eight (38) weeks) of net income on a bi-weekly basis on that portion of salary which is in excess of the maximum earnings recognized by the **Workers' Compensation Board**. The calculation of net pay entitlement shall be made in the same manner as the calculation made by the **Workers' Compensation Board** up to the maximum annual earnings.
- 32.4 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 the **Employee** is on leave without pay under this article and was injured with the Employer, the Employer will pay the full costs of the **Employee's** premiums where the **Employee**, prior to their injury, participated in the Group Life and Group Medical Insurance plans described in Article 25 and will make the **Employee's** pension contribution.

- 32.5 If, as a result of the medical examination, the **Employee** is found to be physically unfit to carry out functions of the positions **they** occupy:
- (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 **them** qualified where the duties are less onerous and within **their** physical capabilities, or
 - (c) should **their** physical condition be such that **they** are unable to fulfill the functions of any position then **their** employment may be terminated.

Article 33 Health Examination

- 33.1 The **Employer** may, at any time, require an **Employee** to undergo, at the **Employer's** expense, a health examination(s) for the purpose of ascertaining the **Employee's** fitness to carry on or resume **their** regular duties.
- 33.2 For information purposes only a copy of the School Bus Driver's Medical Examination Form is appended to this Agreement as Schedule "E".
- 33.3 An **Employee** required by the **Employer** to undergo a medical assessment in order to retain a required **Driver's License** under the provisions of the *Highway Traffic Act* and/or the *Education Act* shall be reimbursed by their **Employer** for the costs of the medical assessment.

Article 34 Labour Management Committee

- 34.1 (a) A Labour Management Committee shall be established by each **Employer** consisting of two (2) representatives from each **Local Unit** and up to six (6) 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**.
- (b) An exception can be made for matters involving the French Language School Board. For those matters, it is agreed that the Committee may consist of one (1) representative instead of two (2) for each **Local Unit** and up to three (3) representatives from the **Employer**.
- 34.2 A representative of the **Employer** and of the **Local Unit** shall be designated as joint chairpersons and shall alternate in presiding over meetings.

- 34.3 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) Reviewing suggestions from **Employees**, questions of working conditions and service (but not grievances concerned with service).
 - (d) Correcting conditions causing grievances and misunderstandings.
 - (e) Opportunities for **Employees** to engage in job familiarization activities aimed at enlarging the range of skills of **Employees**.
 - (f) **Occupational Health and Safety concerns.**
- 34.4 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 three (3) working days in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.
- 34.5 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 receive two copies of the minutes within ten (10) days following the meeting.
- 34.6 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.
- 34.7 The Committee shall not supersede the activities of any other committee of the Union or 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.
- 34.8 Dates for Labour Management Committee meetings will be set in advance in the Employer's master school calendar.

Article 35 Health and Safety

- 35.1 One or more first aid kits and fire extinguishers, readily available 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.

- 35.2 (a) 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.**
- (b) An **Employee may request the worksite Health and Safety Committee have an ergonomic assessment of their workstation completed. The committee shall ensure the assessment is conducted if the request for an assessment is reasonable.**
- (c) The Employer agrees to provide a portable communication device to any **Employee required to work alone.**
- 35.3 Grievances relative to this Article shall be given preferred handling.
- 35.4 Employees who are required to operate video display terminals as a regular function of their position 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.
- 35.5 (a) Each worksite shall have a Health and Safety Committee. Membership of the Committee shall **include Union representation and Employer representation as set out in the applicable policy and the applicable legislation.**
- (b) Employees shall not suffer any loss of pay for time spent attending Committee meetings.

Article 36 Workplace Violence

- 36.1 **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.**
- 36.2 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 1145, 1770, 1775 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.

Article 37 Domestic Violence

37.1 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 or domestic 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 38 Discrimination

38.1 The Employer and the Union agree that there will be no discrimination, restriction or coercion exercises or practiced by either of them with respect to any Employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, discipline, or discharge on the basis of age, color, creed, ethnic or national origin, family status, marital status, physical or mental disability, political belief, race, religion, sex, sexual orientation or source of income. The Employer also agrees that it will not, either directly or through any person acting on its behalf, discriminate against any person in its employ because of such person being an officer, steward, committee member or member at large of the Union.

38.2 The Union agrees that there will be no intimidation, interference, restraint or coercion exercises or practiced by it with respect to the Employer or any of its Employees.

38.3 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 recognizes its duty to cooperate 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 39 Interpretation Procedure

39.1 The parties to this Agreement shall establish an Interpretation Committee.

- 39.2** The Interpretation Committee shall be comprised of four (4) members appointed by the Minister and four (4) members appointed by the Unions. The Union's appointees shall consist of one (1) member from each Union local and the C.U.P.E. representative.
- 39.3** Any dispute or question relating to the interpretation of the Collective Agreement may be referred to the Interpretation Committee.
- 39.4** 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.
- 39.5** The Interpretation Committee shall whenever 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.
- 39.6** The Interpretation Committee shall decide all matters referred to it by a majority vote of its members.
- 39.7** Reports of each meeting of the Interpretation Committee shall be forwarded to the Minister, each Employer and each Union within ten (10) working days of the date of the meeting of the Interpretation Committee.
- 39.8** 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 41.

Article 40 Grievance Procedure

- 40.1** In this Article "Superintendent/Director" means a person designated by the Employer. For the purpose of Article 40.6, the designate shall not be the same person who was involved in any prior meetings held with respect to the same dispute.
- 40.2** Where any difference or dispute arises as to the application, administration, operation or alleged violation of the provisions of this Agreement, a grievance may be filed with the Employer.
- 40.3** A grievance may be filed by either party to the Agreement or by an **Employee** provided the **Employee** has received the written approval of their Union to file a grievance.

- 40.4** A grievance shall be filed in writing with the Superintendent/Director within **forty-five (45) calendar 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.
- 40.5** 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.
- 40.6** Within **fifteen (15) calendar days** of receipt of a grievance, the Superintendent/Director shall contact the Union to set up a meeting of the parties to the dispute, the purpose of the meeting being to hear the dispute and render a decision.
- 40.7** Within **ten (10) calendar days** of the date of the hearing at Article 40.6, the Superintendent/Director shall render their decision in writing to the parties.
- 40.8** Failing any reply or satisfactory settlement within **ten (10) calendar days** of the date of the hearing at Article 40.6, the Union may refer the matter to arbitration as provided in Article 41 hereof within **thirty (30) calendar days** from the expiration of such **ten (10) day period**.
- 40.9** Any and all time limits fixed by this Article may be extended or shortened by mutual agreement between the Employer and the Union.
- 40.10** At any stage of the grievance procedure, including arbitration, as provided in Article 40, 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.
- 40.11** 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 they deem just and equitable.

Article 41 Arbitration

- 41.1** 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**.
- 41.2** 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.

- 41.3** 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 the Minister to choose a person the Minister deems suitable for the purpose and 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.
- 41.4** Should the members of the 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.
- 41.5** 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.
- 41.6** 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.
- 41.7** 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.
- 41.8** 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.
- 41.9** 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.
- 41.10** 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.
- 41.11** Notwithstanding anything contained in this Article, the parties to any grievance, difference or dispute may agree to elect a single arbitrator. Upon the appointment of a single arbitrator referred to herein, all provisions of this Article shall apply insofar as possible.

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

41.13 The arbitration procedure outlined above applies only to the arbitration of grievance. The arbitration procedure applicable to the negotiation of an agreement shall be as outlined in the *Labour Act*.

Article 42 Deferred Salary Leave Plan

42.1 Description

- (a) The Deferred Salary Leave Plan shall afford **Employees** the opportunity of taking a leave of absence for one (1) year from **July First to June Thirtieth of the following year**, and through deferral of salary, finance the leave. 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.

42.2 Eligibility

Any **Employee** is eligible to participate in the Plan.

42.3 Application and Approval

- (a)
 - i An **Employee** shall make written application to their Superintendent/Director on or before January 31st, requesting permission to participate in the Plan.
 - ii Notwithstanding 42.3 (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.
- (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.

42.4 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 **their** annual salary. The remaining percentage will be deferred and this accumulated amount 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 in installments conforming to the regular pay periods as set forth in Article 19, or in one or two lump sums if requested by the **Employee** prior to the commencement of the leave.

42.5 Benefits

- (a) An **Employee's** benefits shall be maintained by the Employer during the leave of absence. Any benefits tied to salary shall be structured according to actual salary paid.
- (b) Sick leave and vacation credits shall not accumulate during the year spent on leave.

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.

42.6 Withdrawal from the Plan

- (a) An **Employee** may withdraw from the Plan any time prior to taking the leave of absence. Upon withdrawal, all the deferred salary plus accumulated interest shall be paid to the **Employee** in accordance with Canada Revenue Agency regulations.
- (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 they may withdraw and receive all the deferred salary plus accumulated interest to the date of withdrawal. Repayment shall be made in accordance with Canada Revenue Agency regulations.
- (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 **their** 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 in accordance with Canada Revenue Agency regulations.

42.7 Return from Leave

- (a) On return from leave, an **Employee** shall be **returned to their position they held immediately prior to going on leave, if it still exists or to a position similar to that which they held immediately prior to going on leave.**
- (b) 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 43 Harassment

43.1 Each Employer shall maintain a policy, in consultation with the **Union**, with respect to harassment in the workplace.

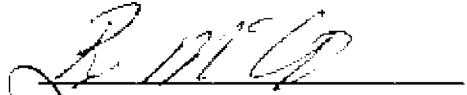

43.2 The Union and the Employer recognize the right of **Employees** to work in an environment free from harassment and the Employer agrees to take such disciplinary action as is necessary respecting any person employed by the Employer who engages in harassment in the workplace.

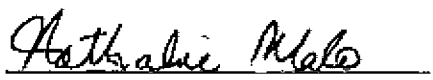
43.3 An **Employee** who wishes to pursue a concern arising from harassment may, with the approval of the Union, submit a grievance in writing directly to the final level in the grievance process. Both the Union and the Employer shall treat grievances of this nature in strict confidence and the principles of fairness and **confidentiality** shall apply throughout the whole process.

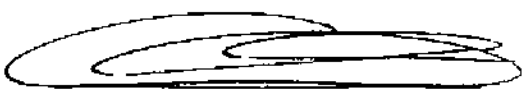
SIGNED, SEALED AND DELIVERED

This 5th day of November, A.D. 2020


Education Negotiating Agency

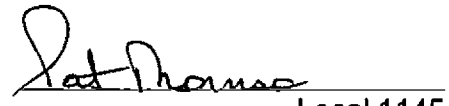



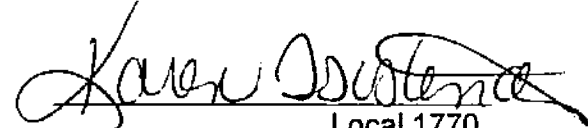


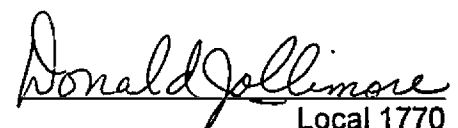


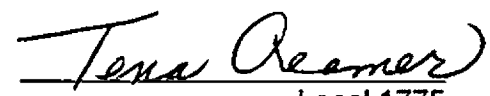
Canadian Union of Public Employees

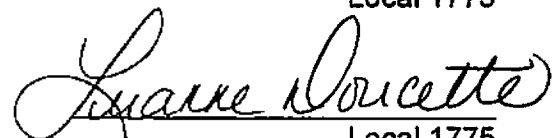

Local 1145


Local 1145


Local 1770


Local 1770


Local 1775


Local 1775

APPENDIX 1

Effective July 1, 2018 (1%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 6				\$17.94	\$18.70	\$19.47
Level 7				\$18.86	\$19.64	\$20.50
Level 8				\$19.85	\$20.67	\$21.57
Level 9				\$20.98	\$21.87	\$22.79
Level 10			\$21.25	\$22.18	\$23.17	\$24.12
Level 11			\$22.54	\$23.55	\$24.57	\$25.59
Level 11 A			\$23.63	\$24.64	\$25.66	\$26.70
Level 12		\$22.85	\$23.97	\$25.06	\$26.14	\$27.21
Level 12 A		\$23.95	\$25.07	\$26.16	\$27.23	\$28.30
Level 13		\$24.38	\$25.53	\$26.69	\$27.90	\$29.03
Level 13 A		\$25.48	\$26.62	\$27.80	\$28.99	\$30.12
Level 14		\$26.03	\$27.26	\$28.51	\$29.74	\$31.02
Level 15	\$26.25	\$27.56	\$28.89	\$30.23	\$31.52	\$32.84
Level 16	\$27.56	\$28.96	\$30.35	\$31.70	\$33.11	\$34.50
Level 17	\$29.07	\$30.51	\$31.98	\$33.40	\$34.88	\$36.31
Level 18	\$30.50	\$32.02	\$33.58	\$35.06	\$36.59	\$38.14

Effective October 1, 2018 (1%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 6				\$18.12	\$18.89	\$19.66
Level 7				\$19.05	\$19.84	\$20.71
Level 8				\$20.05	\$20.88	\$21.79
Level 9				\$21.19	\$22.09	\$23.02
Level 10			\$21.46	\$22.40	\$23.40	\$24.36
Level 11			\$22.77	\$23.79	\$24.82	\$25.85
Level 11 A			\$23.87	\$24.89	\$25.92	\$26.97
Level 12		\$23.08	\$24.21	\$25.31	\$26.40	\$27.48
Level 12 A		\$24.19	\$25.32	\$26.42	\$27.50	\$28.58
Level 13		\$24.62	\$25.79	\$26.96	\$28.18	\$29.32
Level 13 A		\$25.73	\$26.89	\$28.08	\$29.28	\$30.42
Level 14		\$26.29	\$27.53	\$28.80	\$30.04	\$31.33
Level 15	\$26.51	\$27.84	\$29.18	\$30.53	\$31.84	\$33.17
Level 16	\$27.84	\$29.25	\$30.65	\$32.02	\$33.44	\$34.85
Level 17	\$29.36	\$30.82	\$32.30	\$33.73	\$35.23	\$36.67
Level 18	\$30.81	\$32.34	\$33.92	\$35.41	\$36.96	\$38.52

Effective April 1, 2019 (0.50%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 6				\$18.21	\$18.98	\$19.76
Level 7				\$19.15	\$19.94	\$20.81
Level 8				\$20.15	\$20.98	\$21.90
Level 9				\$21.30	\$22.20	\$23.14
Level 10			\$21.57	\$22.51	\$23.52	\$24.48
Level 11			\$22.88	\$23.91	\$24.94	\$25.98
Level 11 A			\$23.99	\$25.01	\$26.05	\$27.10
Level 12		\$23.20	\$24.33	\$25.44	\$26.53	\$27.62
Level 12 A		\$24.31	\$25.45	\$26.55	\$27.64	\$28.72
Level 13		\$24.74	\$25.92	\$27.09	\$28.32	\$29.47
Level 13 A		\$25.86	\$27.02	\$28.22	\$29.43	\$30.57
Level 14		\$26.42	\$27.67	\$28.94	\$30.19	\$31.49
Level 15	\$26.64	\$27.98	\$29.33	\$30.68	\$32.00	\$33.34
Level 16	\$27.98	\$29.40	\$30.80	\$32.18	\$33.61	\$35.02
Level 17	\$29.51	\$30.97	\$32.46	\$33.90	\$35.41	\$36.85
Level 18	\$30.96	\$32.50	\$34.09	\$35.59	\$37.14	\$38.71

Effective October 1, 2019 (0.75%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 6				\$18.35	\$19.12	\$19.91
Level 7				\$19.29	\$20.09	\$20.97
Level 8				\$20.30	\$21.14	\$22.06
Level 9				\$21.46	\$22.37	\$23.31
Level 10			\$21.73	\$22.68	\$23.70	\$24.66
Level 11			\$23.05	\$24.09	\$25.13	\$26.17
Level 11 A			\$24.17	\$25.20	\$26.25	\$27.30
Level 12		\$23.37	\$24.51	\$25.63	\$26.73	\$27.83
Level 12 A		\$24.49	\$25.64	\$26.75	\$27.85	\$28.94
Level 13		\$24.93	\$26.11	\$27.29	\$28.53	\$29.69
Level 13 A		\$26.05	\$27.22	\$28.43	\$29.65	\$30.80
Level 14		\$26.62	\$27.88	\$29.16	\$30.42	\$31.73
Level 15	\$26.84	\$28.19	\$29.55	\$30.91	\$32.24	\$33.59
Level 16	\$28.19	\$29.62	\$31.03	\$32.42	\$33.86	\$35.28
Level 17	\$29.73	\$31.20	\$32.70	\$34.15	\$35.68	\$37.13
Level 18	\$31.19	\$32.74	\$34.35	\$35.86	\$37.42	\$39.00

Effective April 1, 2020 (1.25%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 6				\$18.58	\$19.36	\$20.16
Level 7				\$19.53	\$20.34	\$21.23
Level 8				\$20.55	\$21.40	\$22.34
Level 9				\$21.73	\$22.65	\$23.60
Level 10			\$22.00	\$22.96	\$24.00	\$24.97
Level 11			\$23.34	\$24.39	\$25.44	\$26.50
Level 11 A			\$24.47	\$25.52	\$26.58	\$27.64
Level 12		\$23.66	\$24.82	\$25.95	\$27.06	\$28.18
Level 12 A		\$24.80	\$25.96	\$27.08	\$28.20	\$29.30
Level 13		\$25.24	\$26.44	\$27.63	\$28.89	\$30.06
Level 13 A		\$26.38	\$27.56	\$28.79	\$30.02	\$31.19
Level 14		\$26.95	\$28.23	\$29.52	\$30.80	\$32.13
Level 15	\$27.18	\$28.54	\$29.92	\$31.30	\$32.64	\$34.01
Level 16	\$28.54	\$29.99	\$31.42	\$32.83	\$34.28	\$35.72
Level 17	\$30.10	\$31.59	\$33.11	\$34.58	\$36.13	\$37.59
Level 18	\$31.58	\$33.15	\$34.78	\$36.31	\$37.89	\$39.49

Effective October 1, 2020 (1%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 6				\$18.77	\$19.55	\$20.36
Level 7				\$19.73	\$20.54	\$21.44
Level 8				\$20.76	\$21.61	\$22.56
Level 9				\$21.95	\$22.88	\$23.84
Level 10			\$22.22	\$23.19	\$24.24	\$25.22
Level 11			\$23.57	\$24.63	\$25.69	\$26.77
Level 11 A			\$24.71	\$25.78	\$26.85	\$27.92
Level 12		\$23.90	\$25.07	\$26.21	\$27.33	\$28.46
Level 12 A		\$25.05	\$26.22	\$27.35	\$28.48	\$29.59
Level 13		\$25.49	\$26.70	\$27.91	\$29.18	\$30.36
Level 13 A		\$26.64	\$27.84	\$29.08	\$30.32	\$31.50
Level 14		\$27.22	\$28.51	\$29.82	\$31.11	\$32.45
Level 15	\$27.45	\$28.83	\$30.22	\$31.61	\$32.97	\$34.35
Level 16	\$28.83	\$30.29	\$31.73	\$33.16	\$34.62	\$36.08
Level 17	\$30.40	\$31.91	\$33.44	\$34.93	\$36.49	\$37.97
Level 18	\$31.90	\$33.48	\$35.13	\$36.67	\$38.27	\$39.88

Effective April 1, 2021 (1%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 6				\$18.96	\$19.75	\$20.56
Level 7				\$19.93	\$20.75	\$21.65
Level 8				\$20.97	\$21.83	\$22.79
Level 9				\$22.17	\$23.11	\$24.08
Level 10			\$22.44	\$23.42	\$24.48	\$25.47
Level 11			\$23.81	\$24.88	\$25.95	\$27.04
Level 11 A			\$24.96	\$26.04	\$27.12	\$28.20
Level 12		\$24.14	\$25.32	\$26.47	\$27.60	\$28.74
Level 12 A		\$25.30	\$26.48	\$27.62	\$28.76	\$29.89
Level 13		\$25.74	\$26.97	\$28.19	\$29.47	\$30.66
Level 13 A		\$26.91	\$28.12	\$29.37	\$30.62	\$31.82
Level 14		\$27.49	\$28.80	\$30.12	\$31.42	\$32.77
Level 15	\$27.72	\$29.12	\$30.52	\$31.93	\$33.30	\$34.69
Level 16	\$29.12	\$30.59	\$32.05	\$33.49	\$34.97	\$36.44
Level 17	\$30.70	\$32.23	\$33.77	\$35.28	\$36.85	\$38.35
Level 18	\$32.22	\$33.81	\$35.48	\$37.04	\$38.65	\$40.28

Effective October 1, 2021 (1%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 6				\$19.15	\$19.95	\$20.77
Level 7				\$20.13	\$20.96	\$21.87
Level 8				\$21.18	\$22.05	\$23.02
Level 9				\$22.39	\$23.34	\$24.32
Level 10			\$22.66	\$23.65	\$24.72	\$25.72
Level 11			\$24.05	\$25.13	\$26.21	\$27.31
Level 11 A			\$25.21	\$26.30	\$27.39	\$28.48
Level 12		\$24.38	\$25.57	\$26.73	\$27.88	\$29.03
Level 12 A		\$25.55	\$26.74	\$27.90	\$29.05	\$30.19
Level 13		\$26.00	\$27.24	\$28.47	\$29.76	\$30.97
Level 13 A		\$27.18	\$28.40	\$29.66	\$30.93	\$32.14
Level 14		\$27.76	\$29.09	\$30.42	\$31.73	\$33.10
Level 15	\$28.00	\$29.41	\$30.83	\$32.25	\$33.63	\$35.04
Level 16	\$29.41	\$30.90	\$32.37	\$33.82	\$35.32	\$36.80
Level 17	\$31.01	\$32.55	\$34.11	\$35.63	\$37.22	\$38.73
Level 18	\$32.54	\$34.15	\$35.83	\$37.41	\$39.04	\$40.68

Casual Employees would receive a wage rate of 80% effective as of the date of signing, such that the wage rates would be:

	July 1, 2018	October 1, 2018	April 1, 2019	October 1, 2019
Level 6 – Cleaner	\$14.35	\$14.50	\$14.57	\$14.68
Level 6 – Bus Driver Aid	\$14.35	\$14.50	\$14.57	\$14.68
Level 7 – Custodian	\$15.09	\$15.24	\$15.32	\$15.43
Level 8 – Board Office/Branch Office Administration	\$15.88	\$16.04	\$16.12	\$16.24
Level 9 – Bus Driver	\$17.80	\$17.80	\$17.80	\$17.80
Level 12 – School Administration	\$18.28	\$18.46	\$18.56	\$18.70

	April 1, 2020	October 1, 2020	April 1, 2021	October 1, 2021
Level 6 – Cleaner	\$14.86	\$15.02	\$15.17	\$15.32
Level 6 – Bus Driver Aid	\$14.86	\$15.02	\$15.17	\$15.32
Level 7 - Custodian	\$15.62	\$15.78	\$15.94	\$16.10
Level 8 – Board Office/Branch Office Administration	\$16.44	\$16.61	\$16.78	\$16.94
Level 9 – Bus Driver	\$17.80	\$17.80	\$17.80	\$17.90
Level 12 – School Administration	\$18.93	\$19.12	\$19.31	\$19.50

- 1.02 (a) New **Employees** shall be placed at the first step of the appropriate classification level.
- (b) Employees shall progress to the next pay step on an annual basis until they reach the top step.
- (c) Upon promotion or reclassification to a position with a higher maximum salary, an **Employee** shall be placed at that step which provides for an increase of not less than one full increment. Where the higher rated position does not provide for a minimum of one full increment increase in any of its steps, the **Employee** shall be placed in the top step of the higher rated position.

Schedule "A"

C.U.P.E. Local 1145
Classifications, Hours of Work, Wages and Overtime

TRANSPORTION GROUP

LESS THAN 12 MONTH EMPLOYEES

1. Classifications

- 1.01 The Bus Driver "A" classification means, for the purpose of this Agreement, an **Employee** engaged to drive a school bus for the transportation of students. Employees in this classification are also required to perform daily pre-trip inspections, maintenance checks and cleaning of buses and a post-trip inspection at the conclusion of the run to ensure that all students have disembarked.
- 1.02 The Bus Driver "B" classification means, for the purpose of this Agreement, an **Employee** who performs the same duties as outlined for the Bus Driver "A" classification and in addition to such duties as Bus Driver "B" must be available during the teaching day to perform such further duties as may be assigned by the Employer. Such duties shall not be of the type normally performed by other **Employee** classifications.
- 1.03 The Bus Driver Aide classification means, for the purpose of this Agreement, an **Employee who is required by the Employer** to provide supervision and care to students who require special attention while being transported to and from school.

2. Hours of Work

- 2.01 (a) Bus Driver "A" – The normal work day for **Employees** covered by this classification shall be five (5) hours consisting of:
- i. four (4) hours driving time **which shall consist of time spent by the driver**
 - 1. travelling to their first pick up, to a maximum of ten (10) minutes;
 - 2. from the time of their first pick up until arrival at their final school at the conclusion of their morning route;
 - 3. from fifteen (15) minutes prior to school letting out until a maximum of ten (10) minutes following the drop-off of the last student at the conclusion of their afternoon route;

4. **driving to and from and/or standing by at the garage for repairs to a vehicle between their morning and afternoon routes when required or during periods of breakdowns while waiting for roadside assistance;**
 5. **standing by when they have less than one (1) hour between finishing one run/route and commencing the next or where a driver is required to stand by upon completion of a run/route;**
 6. **performing bus evacuation drills as required;**
- ii. **and a one (1) hour allowance for maintenance and administrative duties which include:**
1. **daily pre-trip inspections;**
 2. **maintenance checks;**
 3. **cleaning of buses, and**
 4. **post-trip inspections**
- (b) **In cases where an Employee in the Bus Driver "A" classification is required to perform additional driving which commences within one (1) hour following their morning driving time or which ends within one (1) hour prior to the start of their afternoon driving time as defined in Article 2.01 (a).**
- i. **Where advanced notice of the requirement to perform additional driving is provided at least the day before, the Employee shall be paid for all additional driving over the four (4) hours allotted for their normal driving time.**
 - ii. **Where no advanced notice of the requirement to perform additional driving is provided, the Employee shall receive pay at the regular hourly rate for all such additional driving time regardless of whether or not they have driven four (4) hours during the day in question.**
- (c) **In cases where an Employee in the Bus Driver "A" classification is required to perform additional driving during the school day which:**
- i. **does not commence within one (1) hour following their morning driving time as defined in Article 2.01 (a); or**
 - ii. **does not end within one (1) hour prior to their afternoon driving time as defined in Article 2.01 (a).**

the Employee shall be paid a minimum of three (3) hours at their regular rate of pay.

- (d) The normal work year for **Employees** covered by this classification shall be the school days as determined by the school calendar each year, which falls between the day after Labour Day to June 30th inclusive, plus the applicable statutory holidays as outlined in Article 27 which fall between the day after Labour Day and June 30th in each school year.
 - (e) The normal annual hours of work in this classification will be determined by multiplying the number of school days to a maximum of one hundred and ninety-five (195) days and applicable holidays in any year by the normal hours of work in a work day.
- 2.02 (a) **Bus Driver "B"** – The normal work day for **Employees** covered by this classification shall be eight (8) hours consisting of seven (7) hours driving time and one (1) hour allowance for daily pre-trip inspections, maintenance checks, cleaning of buses and post-trip inspections. The seven (7) hours driving time per school day shall consist of time worked by the driver from a maximum of ten (10) minutes prior to their first pick up in the morning until a maximum of ten (10) minutes following the drop-off of their last student at the conclusion of their afternoon route.
- (b) The normal work year for **Employees** covered by this classification shall be the school days as determined by the school calendar each year, which fall between the day after Labour Day to June 30th inclusive, plus the applicable statutory holidays as outlined in Article 27 which fall between the day after Labour Day and June 30th in each school year.
 - (c) The normal annual hours of work in this classification will be determined by multiplying the number of school days to a maximum of one hundred and ninety-five (195) days and applicable holidays in any year by the normal hours of work in a work day.
- 2.03 (a) **Bus Driver Aide** – The normal work day for **Employees** covered by this classification shall be four (4) hours per school day. **In the event that the Bus Driver Aide is an existing Employee, the Employee will receive a minimum of three (3) hours per school day.**
- (b) The normal work year for **Employees** covered by this classification shall be the school days as determined by the school calendar each year, which fall between the day after Labour Day to June 30th inclusive, plus the applicable statutory holidays as outlined in Article 27 which falls between the day after Labour Day and June 30th in each school year.

- (c) The normal annual hours of work in this classification will be determined by multiplying the number of school days to a maximum of one hundred and ninety-five (195) days and applicable holidays in any year by the normal hours of work in a work day.

2.04 Bus Driver Commuting

Any changes to existing arrangements for parking of school buses and bus drivers commuting between bus runs will be established by October 1st of each School Year and continue for that School Year unless changed by mutual agreement.

3 Wages

- 3.01 The hourly wage rate for the various classifications in the Transportation Group – 10-month **Employees** – will be set out in Appendix “1” for the following classification levels:

Bus Driver Aide	Level 6
Bus Driver “A”	Level 9
Bus Driver “B”	Level 9

4 Overtime

- 4.01 Employees covered by the Bus Driver “A”, Bus Driver “B” and Bus Driver Aide classifications will receive overtime. Overtime pay at the rate of one and one-half (1½) times the regular hourly rate shall be payable only for work:

- (a) in excess of eight (8) hours per day; or
- (b) in excess of forty (40) hours per calendar week.

- 4.02 When a Bus Driver is required to drive off Island, the Driver shall be paid:

- (a) a minimum of eight (8) hours pay at the regular hourly rate for the period 8 a.m. to 5 p.m.
- (b) pay at the rate of one and one-half (1 ½) times the regular rate of pay for every hour of driving time in excess of eight (8) hours beyond the period 8 a.m. to 5 p.m.
- (c) if the trip takes the driver out of the province overnight, the Employer shall pay for accommodations.
- (d) any other expenses incurred by the driver on behalf of the Employer.

- 4.03 (a) Employees who are required to return to work to perform extra work which is scheduled in advance but which is not consecutive with their regular hours of work will be paid a minimum of three (3) hours pay at their regular hourly rate.
- (b) Employees who are called out and report for work after their regular working day or on days other than their normal working day will be paid a minimum of four (4) hours at their regular hourly rate. In the event the **Employee has been paid for eight (8) hours during the day, the callout shall be paid at the overtime rate, whether work is available or not. An Employee is deemed to be "called out" under this article when, during the period between their regularly scheduled shifts they are informed of the requirement to return to work and they do return to work.**
- 4.04 (1)(a) Employees who wish to be considered for overtime runs, off Island trips or any other overtime during the school year, shall submit their names in writing to the School Board Office/Branch Office not later than September 30th each year. All overtime work for drivers during the school year shall be rotated among **Employees** according to seniority. For clarification purposes, runs during the normal work day shall not be considered as overtime runs per this article. There will be two (2) lists for bus drivers.
- (b) Three (3) times during the school year (November, March and June) the Employer agrees to post on bulletin boards in the bus depot a list of those who have submitted their names for overtime runs. The names on this list will be in order of seniority and beside each name, the Employer will indicate the number of trips granted to each **Employee** in the preceding period. Employees hired after September 30th each year shall be entitled to submit their name to the Employer within ten (10) working days upon completion of their probationary period.
- (c) The **Employee** shall not be permitted to select certain overtime assignments when called by the Employer. Should the **Employee** refuse the overtime offered, **they** shall be placed at the bottom of the list.
- (d) When considering drivers for overtime work the Employer will be able to take into consideration the distance to be travelled while the bus is empty and shall be able to select a driver within a reasonable distance from the first pickup point. The Employer shall not apply such rationale in an unreasonable manner.
- (2)(a) Employees who wish to be considered for work during the summer shall complete the form provided by the Employer so that a list for summer work can be prepared by April 30th each year. The Employer will develop a list of **Employees** in order of seniority.

- (b) The selection criteria contained in Article 4.04 (1) shall apply to selection of drivers for work during the summer.
- (c) The provisions of Article 4.01 shall not apply to summer bus runs and all hours worked during the summer shall be paid at the Driver's regular hourly rate of pay.

5. Snow Removal

Any driver who is required to keep their bus at home between runs and incurs expenses for the removal of snow for the purpose of getting the bus on the road for assigned duties or off the road following assigned duties, shall be reimbursed for such expenses up to a maximum of \$27.00 per clean-out of the gateway. To receive reimbursement, the driver must supply receipts of billings for such service and submit such receipts or billings to the Employer on a monthly basis in a form satisfactory to the Employer. All bills must be submitted by April 15th for reimbursement.

6. Electricity Reimbursement

Where required the Employer shall provide drivers with extension cords and timers. The Employer shall reimburse a driver who is supplied with an extension cord and a timer, the sum of **twenty-five dollars (\$25.00)** per month, for the months of December, January, February and March of each Fiscal Year.

7. Clothing Allowance

A Bus Driver "B" required by the Employer to perform duties picking up or delivering supplies shall be provided with protective clothing and CSA approved footwear to a maximum annual cost of \$200.00 upon submission of receipts.

8. Professional Development Day

The Employer shall grant one (1) day per school year to **Employees** covered under this schedule to attend a Professional Development Workshop. This day shall coincide with the PEI Teachers' Federation Professional Development days. This day shall be jointly planned by the Employer and the Local Unit.

The Employer will provide an annual fund for the Professional Development Workshop as follows:

Public Schools Branch	\$2,000.00
French Language School Board:	\$2,000.00

9. Bus Driver Coach

- (a) The parties agree that a premium of \$1.00 per hour shall be payable to a bus driver who performs coaching duties in relation to other bus drivers.
- (b) The Employer shall post such available coaching duties in accordance with Article 17 of the Collective Agreement.
- (c) Employees who perform such coaching duties shall submit the number of coaching hours on a bi-weekly basis and shall receive the compensation set out in (a) above in a lump sum at the end of the school year.
- (d) An Employee who takes a coaching assignment shall be guaranteed a minimum of three hundred (300) hours as a bus driver coach.
- (e) Overtime shall not be payable on the \$1.00 per hour pay for driver coaching duties.

10. Information for Bus Drivers

The Employer will provide each Bus Driver with a start-up package at the beginning of each School Year which include, but not be limited to, the Employer's policies and applicable regulations related to student transportation.

11. Technological Change

11.01 For the purpose of this article, technological change means the introduction of equipment and/or software changes by the Employer into its operations which results in changes that adversely affect the job security of Employees.

- a) The Employer agrees to provide as much advance notice as possible, but in any case, not less than three (3) months' notice, to the Union prior to the date the change is to be effected. During this period, the parties will meet in an effort to reach an agreement on solutions to the problems arising from the intended change and on measures to be taken by the Employer to protect the Employees from any adverse effects.

- b) If, as a result of technological change, the Employer requires an Employee to undertake additional training, or where additional training may be required for a position offered to and accepted by the Employee(s) whose job security is adversely affected; the Employee(s) will be given a reasonable period of training necessary to obtain the new or greater skills required by the particular technological change introduced. Such training shall be at the expense of the Employer and, where possible, will be conducted during regular office hours.
- c) The Employee shall not suffer a reduction in pay or benefits during such training period. When the necessary training is provided outside the normal work week, either at the workplace or outside the workplace, the Employee(s) shall be paid at the overtime rate, if applicable. The parties agree that the nature, extent and intensity of the training period required will vary in relation to the technological change introduced.

11.02 Should the Employer implement new software or technological change, the Employer will provide the necessary training to Employees prior to the expected utilization of the software or technological change.

Schedule "B"

C.U.P.E. Local 1775
Classifications, Hours of Work, Wages and Overtime

PROPERTY MAINTENANCE GROUP

1. Classifications

- 1.01 The Cleaner I classification means, for the purpose of this Agreement, an **Employee** who is engaged to perform routine cleaning duties.
- 1.02 The Utility Worker classification means, for the purpose of this Agreement, an **Employee** who is engaged to perform a variety of manual tasks in connection with the operation and maintenance of schools and school property.
- 1.03 The Custodian I classification means, for the purpose of this Agreement, an **Employee** who is engaged to perform custodial services and supervise cleaners in a small school.
- 1.04 The Custodian II classification means, for the purpose of this Agreement, an **Employee** who is engaged to perform custodial services in a large school and supervise cleaners.
- 1.05 The Maintenance Worker classification means, for the purpose of this Agreement, an **Employee** without trades qualifications who is engaged to perform semiskilled maintenance and repair work in the building trade area.
- 1.06 The Maintenance Tradesworker I classification means, for the purpose of this Agreement, an **Employee** with trades qualifications who is engaged to perform skilled maintenance and repair work and provide supervision in the building, mechanical or electrical trade areas.
- 1.07 The Maintenance Tradesworker II classification means, for the purpose of this Agreement, an **Employee** with trades qualifications who is engaged to perform skilled maintenance and repair work and provide supervision in the building, mechanical or electrical trade areas.
- 1.08 The Maintenance Tradesworker III classification means, for the purpose of the Agreement, an **Employee** with trades qualifications who is engaged to perform skilled maintenance and repair work. They also provide supervision in the building, mechanical and electrical trades area or are a heating/ventilation specialist for the school board.

1.09 The Shop Supervisor classification means, for the purpose of this agreement, an **Employee** who oversees the functions of a maintenance shop, including supervision of the **Employees** of that shop.

2. Hours of Work

2.01 (a) The normal work week for **Employees** in the property maintenance group is forty (40) hours, consisting of five (5) days at eight (8) hours per day Monday through Friday, or such other schedule as may be mutually agreed upon by the Employer and the **Employee**. Such mutually agreed upon schedule shall be reviewed by the Employer on an annual basis at the request of the **Employee** and any revised schedule shall be agreed upon by the **Employee** and the Employer.

(b) Such mutually agreed upon schedule shall allow, at the discretion of the **Employee**, a period not to exceed one (1) hour for lunch or meal. Such one (1) hour shall be in addition to the regular eight (8) hour day.

(c) When an **Employee** is required by the Employer to remain at the work premises for the lunch or meal period, the **Employee** shall be paid for remaining at the work site and being available for work.

(d) Employees who work eight (8) hours per day shall be entitled to two (2) twenty (20) minute rest periods per day.

(e) Employees who work four (4) hours per day shall be entitled to one (1) twenty (20) minute rest period per day and all other **Employees** who work more than four (4) hours per day but less than eight (8) hours per day shall be entitled to two (2) fifteen (15) minute rest periods per day.

2.02 The Employer shall notify the Union's Local Vice-President, in writing, prior to any proposed changes to the number of working hours allotted to an individual school.

2.03 When changes in evening or night shifts are required the Employer shall, where administratively possible, establish such shifts and notify affected **Employees** not later than October 31st of each year. Such schedules may be altered through consultation with the **Employee** affected.

2.04 Notwithstanding the Monday to Friday restriction in 2.01, where a school contains a community centre or public library that is regularly open on Saturday and/or Sunday, the Employer may establish a part-time position to work exclusively on Saturday and/or Sunday.

3. Wages

3.01 The hourly wage rates for the various classifications in the Property Maintenance Group will be as follows:

Cleaner	Level 6
Custodian I	Level 7
Utility Worker	Level 7
Custodian II	Level 8
Maintenance Worker (*no tq-present incumbents only)	Level 10
Shop Supervisor	Level 11
Maintenance Tradesworker I	Level 11A*
Maintenance Tradesworker II (present incumbent only)	Level 12A*
Maintenance Tradesworker III	Level 13A*

A* represents the \$1 Labour Market Adjustment for the term of this Collective Agreement, which Labour Market Adjustment applies to present incumbents only.

Note: Once the present incumbent vacates the position of Maintenance Tradesworker II, this classification will be eliminated and the Maintenance Tradesworker II classification will be retitled Maintenance Tradesworker II at Level 13A.

3.02 Where an **Employee** is required to work a split shift, they shall receive a premium of \$4.00 per shift worked. A "split shift" is a shift which there is a break of more than one non-working hour during the **Employee's** scheduled regular daily hours of work. For greater clarification, meal periods are considered non-working hours and shall not exceed one hour per day. Each Employer shall maintain a record of split shifts worked in accordance with this provision for each **Employee** affected and shall pay such **Employee** the split shift premium each pay period.

3.03 A shift premium of \$4.00 per shift will be paid to all **Employees** who worked a shift where 50% or more of the hours worked are between 4:00 p.m. and 8:00 a.m. This premium shall apply to part-time **Employees** on a pro-rata basis. Each Employer shall maintain a record of shift premiums in accordance with this provision for each **Employee** affected and shall pay such **Employee** the shift premium each pay period.

For the avoidance of doubt, it is understood that the split shift premium will not be paid in addition to the shift differential premium or vice versa.

4. Overtime

- 4.01 Employees who are required to perform work beyond eight (8) hours per day or forty (40) hours per week will be paid overtime at the rate of one and one-half times the regular hourly rate for time so worked. Whenever an **Employee** is required to perform work on an overtime basis on any statutory holidays or while on vacation leave, **they** shall be paid for all hours worked at two times the regular rate. Whenever an **Employee** is called back to work from vacation leave, **they** shall be paid for all hours worked at two times the regular rate.
- 4.02 **The Employer recognizes that overtime opportunities should increase in proportion to length of service. Therefore, overtime work shall be offered in order of seniority at the worksite, provided the individual is qualified and available to perform the work. The Employer shall not be required to split a shift for the sole purpose of providing overtime work to the most senior qualified Employee at the worksite.**
- 4.03 Employees who normally work forty (40) hours per week and are required to return to work for scheduled overtime which is not consecutive with their regular hours of work will be paid a minimum of two (2) hours at the overtime rate.
- 4.04 Where outside organizations or groups (except Home and School, School Athletic Activities, etc.) make use of the school facilities and as a result overtime is required, the **Employee** shall be notified of this requirement not later than the day preceding the date on which **they** are to be required to perform such overtime. If the **Employee** is not given advance notice as provided in this article, **they** shall receive overtime pay at the rate of two (2) times the regular rate of pay for such overtime assignment.
- 4.05 Employees who are required to perform boiler/security checks on weekends and holidays will be paid two (2) hours pay at the overtime rate of pay for each day that they are required by the Employer to perform such checks. Employees who are required to check more than one school shall receive one additional hour pay per day for each additional school checked.
- 4.06 i An Employee who is required by the Employer to be on stand-by duty shall be issued a telecommunications device at the Employer's expense for the duration of the stand-by duty. If called, such an Employee must report for work as quickly as possible.
- ii An Employee on stand-by duty shall be compensated at the rate of one dollar and fifty cents (\$1.50) per hour for each hour of scheduled stand-by duty.

4.07 Employees who are called out and report for work after their regular working day or on days other than their normal working day will be paid a minimum of four (4) hours at the overtime rate, whether work is available or not. If an **Employee** receives further callbacks within three (3) hours of the first callback, the **Employee** shall be compensated for only one callback. An **Employee** is deemed to be "called out" under this article when, during the period between their regularly scheduled shifts they are informed of the requirement to return to work and they do return to work.

4.08 At the request of the **Employee** and where agreed to by the Employer, time off in lieu of payment shall be granted at the applicable rate of overtime for each hour of overtime worked. Where mutual agreement cannot be reached the **Employee** shall be compensated at the overtime rate.

4.09 All overtime payments shall be paid in the pay period following the overtime worked.

5. Technological Change

5.01 For the purpose of this article, technological change means the introduction of equipment and/or software changes by the Employer into its operations which results in changes that adversely affect the job security of Employees.

- a) The Employer agrees to provide as much advance notice as possible, but in any case, not less than three (3) months' notice, to the Union prior to the date the change is to be effected. During this period, the parties will meet in an effort to reach an agreement on solutions to the problems arising from the intended change and on measures to be taken by the Employer to protect the Employees from any adverse effects.
- b) If, as a result of technological change, the Employer requires an Employee to undertake additional training, or where additional training may be required for a position offered to and accepted by the Employee(s) whose job security is adversely affected; the Employee(s) will be given a reasonable period of training necessary to obtain the new or greater skills required by the particular technological change introduced. Such training shall be at the expense of the Employer and, where possible, will be conducted during regular office hours.

- c) **The Employee shall not suffer a reduction in pay or benefits during such training period. When the necessary training is provided outside the normal work week, either at the workplace or outside the workplace, the Employee(s) shall be paid at the overtime rate, if applicable. The parties agree that the nature, extent and intensity of the training period required will vary in relation to the technological change introduced.**

5.02 Should the Employer implement new software or technological change, the Employer will provide the necessary training to Employees prior to the expected utilization of the software or technological change.

6. Clothing Allowance

The Employer agrees to reimburse the sum of **two hundred and fifty (\$250.00)** per **Fiscal Year** towards the cost of work clothing and CSA approved footwear required by the Employee on submission of receipts by the Employee.

7. Professional Development Day

The Employer shall grant one (1) day per school year to **Employee** covered under this schedule to attend a **Professional Development Workshop**. This day shall coincide with the PEI Teachers' Federation Professional Development days. This day shall be jointly planned by the Employer and the Local Unit.

Part-time **Employees** will be expected to attend the convention under Article 29.3 (b) and professional development days sponsored by the Union and/or the Employer, and will be paid their regular rate of pay for any hours beyond their normal work day up to a maximum of six (6) hours for the day.

The Employer will provide an annual fund for the **Professional Development Workshop** as follows:

Public Schools Branch	\$3,000.00
French Language School Board	\$ 600.00

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

8. New Building or Major Renovations of Existing Buildings

The Employer will **notify the Local Unit**, as soon as practicable, of the construction of a new **School** or major renovations occurring in an existing **School**.

Schedule "C"

C.U.P.E. Local 1770 Classifications, Hours of Work, Wages and Overtime

SCHOOL ADMINISTRATIVE ASSISTANT GROUP

1. Classification

- 1.01 The classification for **Employees** engaged to perform clerical and administrative assistant work in schools are:

School Administrative Assistant	Level 12
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- 1.02 Where an **Employee** in the School Administrative Assistant Group, other than a probationary **Employee**, is required by the Employer to follow a course or courses to better qualify **themselves** to perform their job, **they** shall receive pay at **their** regular rate for any time spent on such course or courses and shall upon successful completion of the course be reimbursed for any tuition costs incurred. An **Employee** shall not be entitled to pay under this Article for time spent on home study and/or correspondence.

2. Hours of Work

- 2.01 The normal work week for **Employees** in the School Administrative Assistant Group is thirty-five hours.
- 2.02 (a) All **Employees** in the School Administrative Assistant Group shall be entitled to a rest period of fifteen (15) minutes in **both** the morning and afternoon.
- (b) **Notwithstanding** subparagraph (a), an **Employee** who works four (4) hours or less per shift shall be entitled to one paid rest period of fifteen (15) minutes per shift.
- 2.03 The normal work year for **Employees** covered by this classification who are employed for less than twelve (12) months in any **Fiscal Year** shall be five (5) working days prior to the first school day plus the school days as determined by the school calendar each year, plus the applicable holidays as outlined in Article 27.

2.04 For the avoidance of doubt, school administrative assistants who are employed for less than twelve (12) months in any Fiscal Year and are not required to work during the Christmas break and March break, will not be paid for days other than the holidays as outlined in Article 27.

3. Flexible Hours

3.01 Definition

Flexible hours of work or flextime is a system designed to provide for the individual preferences and work habits of **Employees**, while, at the same time, ensuring the efficient operation of the Employer's service.

3.02 Implementation

An Employee wanting to establish a Flexible Hours schedule must submit a request to the Employer in writing and receive approval. Any approval shall be for an initial trial period of three (3) months and the Union will be notified. The arrangement may be extended on an indefinite basis provided the Employee, the Employer and the Union all agree. The Employer can deny or terminate any agreement or extension, dependent upon operational requirements, by providing the Employee and the Union with sixty (60) days' notice.

***It is understood that all existing Flexible Hours arrangements will remain in effect and be subject to the terms and conditions set out herein.**

4. Wages

The hourly rate in the School Administrative Assistant Group shall be as set out in Appendix "1" for the classification levels as set out in 1.01 above.

5. Overtime

Employees in the School Administrative Assistant Group who are required to perform work;

5.01 beyond thirty-five (35) hours per week,

5.02 seven (7) hours per day, or

5.03 during Christmas Break, March Break and days during summer recess which are not consecutive with the beginning or end of the school year will be paid overtime at the rate of one and one-half (1½) times the regular hourly rate for time so worked. At the request of the **Employee** and where agreed to by the **Employer**, time off in lieu of payment shall be granted, at the rate of one and one-half (1½) hours off for each hour of overtime worked. Where mutual agreement cannot be reached the **Employee** shall be compensated at the overtime rate.

6. Technological Change

6.01 For the purpose of this article, technological change means the introduction of equipment and/or software changes by the **Employer** into its operations which results in changes that adversely affect the job security of **Employees**.

- a) The **Employer** agrees to provide as much advance notice as possible, but in any case, not less than three (3) months' notice, to the **Union** prior to the date the change is to be effected. During this period, the parties will meet in an effort to reach an agreement on solutions to the problems arising from the intended change and on measures to be taken by the **Employer** to protect the **Employees** from any adverse effects.
- b) If, as a result of technological change, the **Employer** requires an **Employee** to undertake additional training, or where additional training may be required for a position offered to and accepted by the **Employee(s)** whose job security is adversely affected; the **Employee(s)** will be given a reasonable period of training necessary to obtain the new or greater skills required by the particular technological change introduced. Such training shall be at the expense of the **Employer** and, where possible, will be conducted during regular office hours.
- c) The **Employee** shall not suffer a reduction in pay or benefits during such training period. When the necessary training is provided outside the normal work week, either at the workplace or outside the workplace, the **Employee(s)** shall be paid at the overtime rate, if applicable. The parties agree that the nature, extent and intensity of the training period required will vary in relation to the technological change introduced.

6.02 Should the **Employer** implement new software or technological change, the **Employer** will provide the necessary training to **Employees** prior to the expected utilization of the software or technological change.

7. Floating Days

In addition to paid vacation under Article 26.1, **Employees** who are employed for less than twelve (12) months shall be entitled to one (1) floating day per year, with pay. Such leave shall be mutually agreed upon by the supervisor and the **Employee** and shall not be unreasonably denied.

8. Professional Development Day

The Employer shall grant one (1) day per school year to **Employees** covered under this schedule to attend a Professional Development Workshop. This day shall coincide with the PEI Teachers' Federation Professional Development days. This day shall be jointly planned by the Employer and the Local Unit.

Part-time **Employees** will be expected to attend the convention under Article 29.3(b) and professional development days sponsored by the Union and/or the Employer and will be paid their regular rate of pay for any hours beyond their normal work day up to a maximum of six (6) hours for the day.

The Employer will provide an annual fund for the Professional Development Workshop as follows:

Public Schools Branch	\$2,600.00
French School Board	\$ 400.00

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

Schedule "D"

C.U.P.E. Local 1770
Classifications, Hours of Work, Wages and Overtime

SCHOOL BOARD OFFICE ADMINISTRATIVE SUPPORT GROUP

1. Classifications

1.01 The class titles for **Employees** in the School Board Office/Branch Office Administration Support Group classification plan are:

Administrative Assistant I	Level 8
Administrative Assistant II	Level 9
Administrative Assistant III	Level 10
Financial Assistant I	Level 10
Administrative Assistant IV	Level 11
Financial Assistant II	Level 11
Administrative Officer I	Level 12
Financial Assistant III	Level 12
Financial Assistant IV	Level 13
Administrative Officer II	Level 13
Administrative Officer III	Level 14
Information Officer	Level 15
Financial Officer I	Level 15
Financial Officer II	Level 16
Financial Officer III	Level 17
Financial Officer IV	Level 18

2. Hours of Work

2.01 The normal work week for **Employees** in the School Board Office/Branch Office Administrative Support Group is thirty-five (35) hours.

- 2.02 (a) All **Employees** in the **French Language School Board Office or Public Schools Branch Offices** Administrative Support Group shall be entitled to a rest period of fifteen (15) minutes in both the morning and afternoon.
- (b) Notwithstanding subparagraph (a) an **Employee** who works four (4) hours or less per shift, shall be entitled to one (1) paid rest period of fifteen (15) minutes per shift.

3. Flexible Hours and Compressed Work Week

3.01 Definition

Flexible hours of work, or flextime or compressed work week is a system designed to provide for the individual preferences and work habits of **Employees**, while, at the same time, ensuring the efficient operation of the Employer's service.

3.02 Implementation

An Employee wanting to establish a Flexible Hours schedule must submit a request to the Employer in writing and receive approval. Any approval shall be for an initial trial period of three (3) months and the Union will be notified. The arrangement may be extended on an indefinite basis provided the Employee, the Employer and the Union all agree. The Employer can deny or terminate any agreement or extension, dependent upon operational requirements, by providing the Employee and the Union with sixty (60) days' notice.

***It is understood that all existing Flexible Hours arrangements will remain in effect and be subject to the terms and conditions set out herein.**

4. Wages

4.01 The hourly wage rate for the various classifications in the School Board Office/**Branch Office** Administrative Support Group shall be as set out in the Appendix "1" for the classification levels as set out in 1.01 above.

4.02 Where an **Employee** in the School Board Office/**Branch Office** Administrative Support Group, other than a probationary **Employee**, is required by the **Employer** to follow a course or courses to become better qualified to perform **their** duties, the **Employee** shall receive pay at **their** regular rate for any time spent on such course or courses and shall upon successful completion of the course, be reimbursed for any tuition costs incurred. An **Employee** shall not be entitled to pay for time spent on home study or correspondence courses.

5. Overtime

Employees in the School Board Office/**Branch Office** Administration Support Group who are required to perform work:

5.01 Beyond thirty-five (35) hours per week, or

5.02 Seven (7) hours per day

Will be paid overtime at the rate of one and one-half (1½) times the regular hourly rate for time so worked. At the request of the **Employee** and where agreed to by the **Employer**, time off in lieu of payment shall be granted, at the rate of one and one-half (1 ½) hours off for each hour of overtime worked. Where mutual agreement cannot be reached the **Employee** shall be compensated at the overtime rate.

6. Technological Change

6.01 For the purpose of this article, technological change means the introduction of equipment and/or software changes by the Employer into its operations which results in changes that adversely affect the job security of Employees.

- a) **The Employer agrees to provide as much advance notice as possible, but in any case, not less than three (3) months' notice, to the Union prior to the date the change is to be effected. During this period, the parties will meet in an effort to reach an agreement on solutions to the problems arising from the intended change and on measures to be taken by the Employer to protect the Employees from any adverse effects.**
- b) **If, as a result of technological change, the Employer requires an Employee to undertake additional training, or where additional training may be required for a position offered to and accepted by the Employee(s) whose job security is adversely affected; the Employee(s) will be given a reasonable period of training necessary to obtain the new or greater skills required by the particular technological change introduced. Such training shall be at the expense of the Employer and, where possible, will be conducted during regular office hours.**
- c) **The Employee shall not suffer a reduction in pay or benefits during such training period. When the necessary training is provided outside the normal work week, either at the workplace or outside the workplace, the Employee(s) shall be paid at the overtime rate, if applicable. The parties agree that the nature, extent and intensity of the training period required will vary in relation to the technological change introduced.**

6.02 Should the Employer implement new software or technological change, the Employer will provide the necessary training to Employees prior to the expected utilization of the software or technological change.

7. Professional Development Day

The Employer shall grant one (1) day per school year to **Employees** covered under this schedule to attend a Professional Development Workshop. This day shall coincide with the PEI Teachers' Federation Professional Development days. This day shall be jointly planned by the Employer and the Local Unit.

The Employer will provide an annual fund for the Professional Development Workshop as follows:

Public Schools Branch	\$2,600.00
French School Board	\$ 400.00

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

Schedule "E"

SCHOOL BUS DRIVER'S MEDICAL CERTIFICATE FORM



Driver's Medical Certificate

Transportation and Infrastructure Renewal, Highway Safety Division

PO Box 2000, Charlottetown, PE C1A 7N8
Tel: 902 368 5210
Fax: 902 368 5236

120 Harbour Drive, Summerside, PE C1N 8L2
Tel: 902 888 8264
Fax: 902 432 2629

This certificate is to be used to record the results of a medical examination by a physician on behalf of an application for a driver's licence issued pursuant to the Highway Traffic Act and Regulations.

Pursuant to Section 70(6) of the Highway Traffic Act, the Registrar may, before issuing a driver's licence, or anytime after he has issued the licence to the person, require the person to undergo a medical examination and produce a certificate on such form as the Registrar may provide to determine whether the person is physically and mentally competent to operate a motor vehicle or any class of motor vehicle.

In determining whether or not a person is medically fit to operate a motor vehicle, the Registrar and Highway Safety Medical Review Board shall apply the standards set out in the most recent edition of the Medical Standards for Drivers manual published by the Canadian Council of Motor Transport Administrators.

Important Note: The costs associated with the completion of this report are the responsibility of the driver/patient.

Personal information on this form is collected under Sections 13 and 70 of Prince Edward Island's Highway Traffic Act and will be used for the purposes of the issuance of driver and/or vehicle permit(s) to the applicant. Information which is collected, as it relates to and is necessary for the operation of a Single Window Access Technology system, will be used, pursuant to Section 31 (C) of the Freedom of Information and Protection of Privacy Act, in the provision of government programs and services to the applicant. If you have any questions about this collection of personal information, you may contact the Department of Transportation and Infrastructure Renewal, Registrar of Motor Vehicles, PO Box 2000, Charlottetown, PE C1A 7N8 - Telephone: (902) 368-5223.

PART I - DRIVER/PATIENT INFORMATION

Name _____ Driver's Licence # _____
 Address _____ Date of Birth _____
 Telephone (home) () _____
 Postal Code _____ (work) () _____
 Reason _____
 Issuing Person _____ Date _____

This certificate is submitted in support of my application to obtain or retain the following class of driver's licence.

- | | | | | |
|---|---|--|--|---|
| Class 1 <input type="checkbox"/>
(tractor-trailer) | Class 2 <input type="checkbox"/>
(bus/school bus) | Class 3 <input type="checkbox"/>
(straight truck) | Class 4 <input type="checkbox"/>
(ambulance/bus/taxi) | Class 5 <input type="checkbox"/>
(passenger car/light truck) |
| Class 6 <input type="checkbox"/>
(motorcycle) | East <input type="checkbox"/>
West <input type="checkbox"/>
French <input type="checkbox"/> | Class 7 <input type="checkbox"/>
(instruction permit) | Class 8 <input type="checkbox"/>
(moped) | Class 9 <input type="checkbox"/>
(farm tractor) |

Driver's Release of medical and driving record information to Highway Safety Division and for Highway Safety Division to report to Physician
 I certify that the foregoing information is, to the best of my knowledge, correct.

Signature of Driver/Patient _____ Date _____

COMMERCIAL VEHICLE DRIVERS

Effective March 31, 1999, Canadian commercial vehicle drivers will no longer be required to carry a medical card for inspection by US officials as proof of medical fitness. Canada and the US have agreed to the following prohibitions:

- Insulin-dependent diabetics will not be qualified to operate in the US.
- Hearing-impaired drivers in Canada who do not meet the US standard will not be qualified to operate a commercial vehicle in the US.
- Canadian drivers who have a diagnosis of epilepsy will not be qualified to operate a commercial vehicle in the US

13TR15-38017

PART 2 – VISION

A – VISUAL ACUITY

Highway Safety/Access PEI	Physician's/Optomtrist's
First Reading	Initial Findings
Right eye 20/_____	Right eye 20/_____
Left eye 20/_____	Left eye 20/_____
Both eyes 20/_____	Both eyes 20/_____

Initials _____ Date _____

Highway Safety/Access PEI	Physician's/Optomtrist's
Second Reading	New Findings
Right eye 20/_____	Right eye 20/_____
Left eye 20/_____	Left eye 20/_____
Both eyes 20/_____	Both eyes 20/_____

Initials _____ Date _____

B – FIELD OF VISION

- | | | |
|-----------------------|-----------------------|---|
| Yes | No | |
| <input type="radio"/> | <input type="radio"/> | (a) For classes 5, 6, 7, 8 and 9, is field less than 120° with both eyes open and examined together? or |
| <input type="radio"/> | <input type="radio"/> | (b) For classes 1, 2, 3 and 4, is field less than 150° with both eyes open and examined together? |
| <input type="radio"/> | <input type="radio"/> | Colour blindness? (can accurately identify red, green and amber) |
| <input type="radio"/> | <input type="radio"/> | Abnormal depth perception? (Monocular vision) |

C – OPTOMETRIST/OPHTHALMOLOGIST TO COMPLETE

- Diseases of the eye?
If "yes", please explain: _____
- Progressive defects?
At what length of time, in your opinion might such defects have progressed to a point where re-examination would be indicated in the interest of highway safety?

Based upon my examination, it is my decision that the visual performance of the above applicant IS () IS NOT () adequate to operate a motor vehicle with due regard for public safety.

Please indicate if a new prescription is required

- Yes No
- General Practitioner
 Ophthalmologist
 Optometrist

Signature _____

Date _____

PART 3 – MEDICAL HISTORY/PHYSICAL EXAMINATION

A – SUBSTANCE ABUSE

- | | | |
|-----------------------|-----------------------|--|
| Yes | No | |
| <input type="radio"/> | <input type="radio"/> | Is there a diagnosis of chronic abuse or dependence on alcohol or other substance? |

If "yes", please specify _____

- | | | |
|-----------------------|-----------------------|---|
| <input type="radio"/> | <input type="radio"/> | If "yes", is the problem under control? |
| <input type="radio"/> | <input type="radio"/> | If "yes", has control been maintained for the last 12 months? |

B – PRESCRIPTION DRUG(S)/MEDICATION(S)

- | | | |
|-----------------------|-----------------------|---|
| Yes | No | |
| <input type="radio"/> | <input type="radio"/> | Is the patient taking any drug(s)/medication(s) that would cause impairment of driving ability? |

If "yes", please identify drug(s) (name and dosage) _____

C – CEREBROVASCULAR DISEASES

Is there a current history or evidence of

- | | | |
|-----------------------|-----------------------|--|
| Yes | No | |
| <input type="radio"/> | <input type="radio"/> | Cerebrovascular accidents including TIAs |
| <input type="radio"/> | <input type="radio"/> | Aortic aneurysm |
| <input type="radio"/> | <input type="radio"/> | Cerebral aneurysm |
| <input type="radio"/> | <input type="radio"/> | Peripheral arterial vascular disease |
| <input type="radio"/> | <input type="radio"/> | Diseases of the veins |
| <input type="radio"/> | <input type="radio"/> | Hospitalizations, if any, within the last five years for any conditions? |

D - HEARING LOSS

- Yes No
 Are Hearing aids required to operate commercial vehicles, Class 2 or 4?
 Yes No
 Are Hearing aids required to operate Class 1 or 3 vehicles when transporting Dangerous Goods?

E - MENTAL DISORDERS

- Yes No
 Is there a current history or evidence of cognitive disorders (dementias)?
 If "yes", is judgment impaired sufficiently to effect driver's abilities?
 Is there a current history or evidence of an emotional disorder likely to severely affect judgment or psychomotor ability?

F - DISEASES OF THE NERVOUS SYSTEM

- Yes No
 Is there a recent history of single unexplained or recurrent syncopal episodes? If "yes", PLEASE PROVIDE SATISFACTORY NEUROLOGICAL AND CARDIOVASCULAR ASSESSMENTS.
 Is there a history of seizures within the past 10 years? If "yes", when was the most recent seizure? _____
 Was this a case of unprovoked seizure?
 Has patient been diagnosed with epilepsy? If "Yes" date of the most recent seizure _____
 Is there a normal neurological assessment with an EEG revealing no epileptiform activity?
 Is medication required to maintain seizure control?
 Dosage _____
 Have medications been discontinued on physician's advice? If "yes", when? _____
 Is there a history of other disease of the nervous system? (Narcolepsy, sleep apnea, vestibular disorders, disorders of coordination and muscle control, head injury, or intracranial tumour, etc.)

If "yes", please explain _____

(Attach neurologist's report if required.)

G - MUSCULOSKELETAL DISABILITIES

- Yes No
 Is there evidence of musculoskeletal condition such as amputation, arthritis, disease of the spine etc. likely to impair ability to operate a motor vehicle safely?

If "yes", please explain _____

H - CARDIOVASCULAR DISEASES

- Yes No
 Coronary artery disease
 Myocardial infarction
 If "yes" date of last attack _____

Please explain _____

- Heart transplant
 Does this patient have an EF < 35%?
 Does this patient have an ICD?
 Has the patient ever suffered from an unexplained syncope?

If "yes" to any of the above, what is the "functional classification" (Canadian Cardiovascular Society)?

- CCS Class 1 CCS Class 2
 CCS Class 3 CCS Class 4

- Congestive heart failure
 Cardiac arrhythmia
 Valvular heart disease
 Cardiomyopathy
 Mitral valve prolapse
 Abnormal blood pressure

(ATTACH STRESS TESTS IF APPLICABLE.)

I - RESPIRATORY DISEASES

- Yes No
 Is there a current history or evidence of moderate or severe respiratory impairment?

Blood Pressure _____ Height _____ Weight _____

J - PSYCHIATRIC DISORDERS

- Yes No
 Is there a current history or evidence of a personality disorder manifesting in antisocial, erratic or aggressive behaviour? If "yes", has there been a favourable psychiatric assessment?
(PLEASE ENCLOSE IF AVAILABLE.)

- Is there a current history or evidence of psychotic illness?

- If "yes" is judgment impaired sufficiently to effect driver's abilities?

K – METABOLIC DISEASES

To be completed by the physician and reviewed in person with the applicant with diabetes.

- Yes No
- Is there a diagnosis of diabetes mellitus?
Type(s) of driving:
 local only inter-city
 inter-provincial international
- Is the applicant employed?
- Have you attended a formal diabetes education program? If "yes", please indicate year _____
- Type of diabetes: Type I Type II
Treatment?
 diet only insulin oral medication
- Are you willing to have a source of glucose (sugar) immediately available at all times when on the road?
- Are you subject to "hypoglycemic unawareness" (severe low blood sugar reaction without warning which results in confusion, unconsciousness or convulsions, and which requires intervention by another person)?
- If "yes", indicate frequency? _____
- When was the last episode? _____

Please describe how the last episode happened and the circumstances at the time:

- Yes No
- Has there been a documented blood glucose value < 2.8 mmol within the past 3 months?

1. Class 1,2,3,4 Commercial Drivers who are insulin Dependent:
Annual medical required.
2. Class 1,2,3,4 Commercial Drivers controlled by Diet or Oral Medication:
- Medical required on recommendation of physician.

Please indicate if annual medical recommended for patients controlled by diet or oral medications.

- Yes No

PART 4 – RECOMMENDATIONS RESPECTING MEDICAL FITNESS TO OPERATE A MOTOR VEHICLE

Date of examination _____

How long has the applicant been your patient? _____

As a result of this examination, I recommend the following:

- Issue the class of licence applied for without restriction.
- Do not issue licence without driver's examination.
- The applicant is not medically fit to drive any class of vehicle.
- Issue a Class 5 licence only.
- Do not issue licence without further medical examination. [PLEASE EXPLAIN]

Please enclose any reports or comments you feel appropriate.

Physician's signature

PRINT PHYSICIAN'S NAME

Address

Postal code

Telephone ()

Facsimile ()

E-Mail

- Family physician, or
- Certified specialist in _____

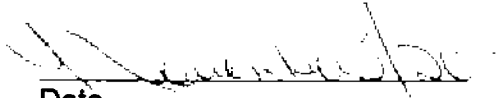
LETTER OF UNDERSTANDING # 1

RE: School Administrative Assistant Allocation

All schools shall have a minimum of 6.5 hours school administrative assistant coverage.
For greater clarification, school administrative assistants present working full-time will remain full-time.


Education Negotiating Agency

Phil Dub 1145
Karen Isesting Local 1770.
Jane Creamer Local 1775
Canadian Union of Public Employees

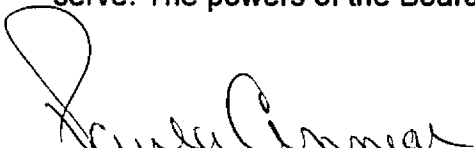

Date

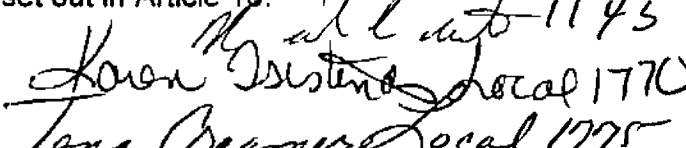
Nov. 5/2020
Date


LETTER OF UNDERSTANDING # 2

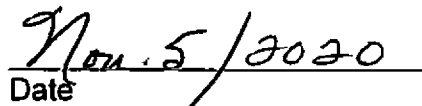
RE: Classification and Appeal Board Chairperson

The Parties agree that for the term of this Collective Agreement, Mr. James Blanchard shall serve as Chair of the Classification Appeal Board established under Article 18. If Mr. Blanchard cannot serve, a mutually agreed person selected by the Parties shall serve. The powers of the Board shall be those set out in Article 18.


Education Negotiating Agency

Mail up 1145

Canadian Union of Public Employees


Date



Date

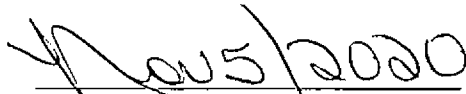
LETTER OF UNDERSTANDING # 3


RE: Flu Shots

The Employer agree that if the Department of Education and Early Childhood Development decides to make 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.


Paula Amner
Education Negotiating Agency


Kelly Laid 1145
Felix Distances Local 1770
Tara Cremer Local 1775
Canadian Union of Public Employees


Nov 5/2020
Date


Nov. 5/2020
Date


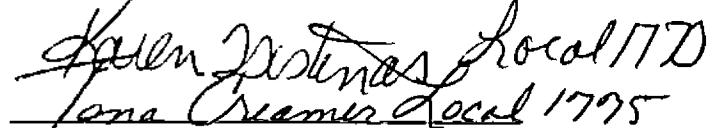
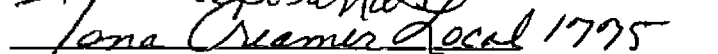
LETTER OF UNDERSTANDING # 4


RE: Process for Worksite Closure, Amalgamation and Rezoning


In the event of a worksite closure, amalgamation or rezoning, the Employer will notify, in writing, each affected Local Unit at least ninety (90) calendar days prior to implementation of any such plan that will affect bargaining unit Employees.

The Employer will establish a working committee within ten (10) calendar days of such notice. The committee will be comprised of two (2) representatives from each affected Local and no more than an equal number of representatives from the Employer. The committee will establish a process to minimize the impact on the affected Employee(s) in accordance with the provisions of the Collective Agreement.


Education Negotiating Agency




Canadian Union of Public Employees


Date

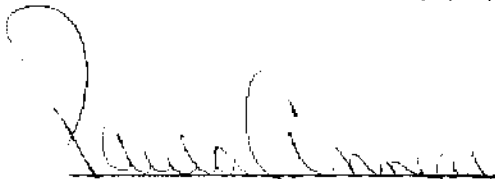

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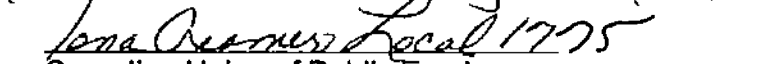
LETTER OF UNDERSTANDING # 5

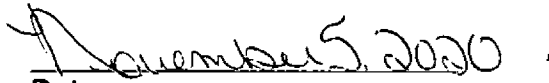
RE: Local 1775 Callout / Callback

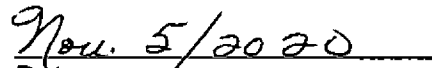
For the term of this Collective Agreement the parties agree that the callout / callback list is generated by the Principal of each School.

The parties agree that for "callbacks initiated by a monitoring centre", C.U.P.E. Local 1775 members who agree to be on the list and who are employed in the School will be listed by seniority on the callback list. Principals may alter the order for the list if the member lives outside thirty (30) kilometers of the School.


Education Negotiating Agency


Karen Sustey Local 1770

Lena O'Connor Local 1775
Canadian Union of Public Employees


Date


Date