

CUPE·SCFP

COLLECTIVE AGREEMENT

between the

**PEI Teachers' Federation
(Hereinafter called the "Employer")**

and the

**Canadian Union of Public Employees
CUPE Local 1770-6 — Administrative Support Staff
(Hereinafter called the "Union")**

April 1st, 2018

to

March 31st, 2022

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ARTICLE 1 - GENERAL PURPOSE

The purpose of this Agreement is to maintain a harmonious relationship between the PEI Teachers' Federation and its' employees, to define hours of work, rates of pay and conditions of employment; to provide for a grievance process for settling differences which may arise from time-to-time in the administration and application of this Agreement and to promote the mutual interest of the Employer and its' employees.

ARTICLE 2- MANAGEMENT RIGHTS

The Union recognizes that it is the right of the Employer to exercise the functions of management and to direct the operations and the working forces of the PEI Teachers' Federation, subject to the terms of this Agreement. Such right shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 3- RECOGNITION AND APPLICATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its' Local 1770 as the sole and exclusive Collective Bargaining Agent for its' Administrative Support Staff.

3.02 Application

This Collective Agreement applies to the PEI Teachers' Federation and the full-time and part-time Administrative Assistant Staff employed by the Federation. Temporary employees shall be covered by the terms and conditions of this Agreement from the sixth (6th) consecutive day of employment until the conclusion of the temporary period of employment.

3.03 No Other Agreements

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

3.04 Definition of Violence

“Violence” means the attempted, threatened or actual conduct of a person that endangers the health and safety of an employee and includes a

threatening statement or threatening behavior that gives an employee reasonable ground to believe that the employee is at risk of injury.

Procedures to Prevent Violence to Employees at Work

All cases where employees or the Union identify a risk of violence to the staff, the Employer shall establish and maintain reasonable measures and procedures to reduce the likelihood of incidents.

3.05 Domestic Violence

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or short-term performance issue can be linked to the abusive or violent situation.

The Employer will also recognize that the Employee may require a leave of absence, under Article 19.05 (g) or Article 19.08 and will treat requests submitted under the terms of this Article as confidential.

Performance issues that go beyond the short term are subject to discipline.

For the purpose of this Article, "short term" is no greater than three (3) calendar months.

ARTICLE 4- DISCRIMINATION

The Employer agrees that there will be no discrimination, interference, restriction, coercion exercised or practiced with respect to any employee in the matter of hiring, remuneration, leave, promotion, transfer, layoff, discipline, classification, discharge or otherwise by reason of age, race, creed, color, national origin, nationality, religious or political affiliation, sex, marital status, family relationship, place of residence nor by reason of his/her membership in the Union.

ARTICLE 5- CHECK-OFF OF UNION DUES

5.01 Check-Off of Union Dues

The Employer shall deduct from every employee any dues, initiation fees or assessments levied in accordance with the Union Constitution and By-Laws, unless there are legislative or legal requirements preventing it from doing so.

In the event that legislation is enacted that alters the current dues deduction of remittance language as set out in the Collective Agreement or existing legislation, the employer will provide an electronic spreadsheet indicating the pay period covered by the deduction and the following information, for all employees in the bargaining unit: name, employment status, classification/job title, regular earnings. The spreadsheet will be sent to the Union's Local Secretary-Treasurer and National Servicing Representative, within ten (10) days after month end.

5.02 Deductions

Deductions shall be made from the first (1st) payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union no later than the 15th day of the month, accompanied by a list of names, addresses and classifications of employees from whose wages deductions have been made.

5.03 Dues Receipts

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

ARTICLE 6- ORIENTATION OF NEW EMPLOYEES

6.01 The Employer agrees to acquaint new employees with the Collective Agreement which is in effect and to provide such employees with a copy of the Collective Agreement in existence at the time of employment. The employer will introduce new employees to their in-office union representative. The Union representative, or designate, will have the opportunity to meet with the member privately, at Federation House, within the first month to acquaint the new employee to the structure, benefits and duties of the Union membership.

6.02 A newly hired employee shall be on probation for a period of one (1) year from the date of hiring. **The employee shall undergo a formal evaluation during this time period with feedback at least every three (3) months.**

6.03 **Termination of a probationary employee or the non-hiring of a probationary employee into a permanent position shall not be subject to Article 9.**

ARTICLE 7- LABOUR-MANAGEMENT BARGAINING RELATIONS

7.01 The Employer and the Union recognize the right of each to select their respective representatives and spokespersons at meetings with the Employer. The Union

agrees to provide the Employer with the names of the Union representatives who may represent the employees and the Employer agrees to provide the names of the officials of the Federation who may represent the Employer.

7.02 Time Off for Meetings

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration. In the event the Employer must employ casual office help to replace the employee absent under this provision, the Union agrees to reimburse the Employer for costs incurred in employing such casual help.

ARTICLE 8- CONSULTATION

8.01 The Employer agrees to forward to the Union a copy of reports, recommendations or policy proposals which affect the conditions of employment of employees covered by this Agreement prior to their adoption by the Employer. It is further agreed that such copies shall be forwarded to the Union in sufficient time to afford the Union the opportunity to meet with the Executive of the Federation to discuss the implications of implementing the report, recommendations or policy proposals under consideration.

8.02 The Employer agrees to forward to the Union a copy of reports, recommendations and policy statements which are adopted and which affect the conditions of employment of employees covered by this Agreement.

8.03 **The representative designated by the Union will be given access to the work site to meet with the employees covered by the Collective Agreement when required. Advance notice of forty-eight (48) hours shall be given and at least one of the meeting rooms must be available, unless there is a mutual agreement between the parties.**

ARTICLE 9- GRIEVANCE PROCEDURE

9.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

9.02 Recognition of Union Representatives and Grievance Committee

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

9.03 Settling of Grievances

Prior to the initiation of a grievance under the provisions of this Section, the affected employee and the General Secretary shall meet to attempt to resolve the potential grievance. In the event the matter is not resolved by the employee and the General Secretary, an earnest effort shall be made to settle the grievance fairly and promptly in the following manner:

Step 1

The aggrieved employee(s) will submit the grievance to his/her Union representative. At each step of the grievance procedure, the grievor shall have the right to be present.

Step 2

If the representative considers the grievance to be justified, he/she will first seek to settle the dispute with the General Secretary.

Step 3

Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 2, the representative will submit to the Executive of the Federation, a written statement of the particulars of the grievance and the redress sought. The Executive at the next regular meeting shall hear the particulars from the representative and the grievor. The Executive shall render a decision in writing within seven (7) days of the hearing.

Step 4

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

9.04 Replies in Writing

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

9.05 Facilities for Grievance

The Employer shall supply the necessary facilities for grievance meetings.

9.06 Referral to Arbitration

- a) Where a difference arises between the parties relating to the interpretation, application, administration, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure set out in this section of the Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the first party's appointee to an Arbitration Board. Such notice must be submitted within ten (10) working days of the completion of Step 3 of the grievance procedure.
- b) The party shall within five (5) working days of receiving the notice referred to above, inform the other party of the name of its' appointee to the Arbitration Board.
- c) The two appointees so selected shall, within-ten (10) days of the appointment of the second of them, appoint a third person who shall be Chairperson.
- d) If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour of Prince Edward Island upon the request of either party.
- e) The Arbitration Board shall meet at the earliest opportunity to hear and determine the difference or allegation. It shall determine its own procedure, but shall give full opportunity to both parties to present evidence and make representation.
- f) The Arbitration Board shall, within **thirty (30)** days of the completion of its' hearing, render its decision. The decision of the Arbitration Board shall be the decision of the majority of the Arbitration Board. Where there is no majority, the decision of the Chairperson shall be the decision of the Arbitration Board.
- g) The decision of the Arbitration Board is final and binding upon the parties and upon any employees affected by it.
- h) The parties shall be responsible for all costs associated with their appointees to the Arbitration Board and share the costs incurred by the Chairperson on an equal basis (50/50).

9.07 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision which it shall do within **fifteen (15)** days.

ARTICLE 10- DISCIPLINE

10.01 No employee shall be disciplined except for just cause.

10.02 Where an employee is disciplined by suspension, demotion or dismissal, the Employer shall, within ten (10) days from the date of such disciplinary action, provide the employee with written reasons for such disciplinary action. The employee may, within ten (10) working days of receipt of such written reasons, invoke the Grievance Procedure as outlined in Article 9 of this Agreement and may commence such grievance at Step 3.

10.03 An employee has the right to have a representative of the Union at any meeting which is held between the employee and representatives of the Employer, where it is intended to discuss any contemplated disciplinary action.

10.04 In the event an employee refuses to cross a picket line arising out of a legal strike, the Employer shall deduct salary for each day or part thereof the employee is absent from work. The Employer agrees not to take additional disciplinary action against an employee in such circumstances.

10.05 The Employer shall maintain a Personal Record File on each employee covered by this Agreement under the following conditions and for the following purposes:

- a) Only information entered into the Personal Record File in accordance with this Agreement may be used against the employee in cases of discipline, suspension and dismissal.
- b) No evaluation, comment, note, report or letter shall be entered into the Personal Record File without the employee's acknowledgement, by signing the document in question, that she has seen the document. The employee shall be permitted to attach his/her comments to the document. The signature of the employee does not necessarily indicate agreement with the contents of the document entered into his/her file.
- c) The file shall be confidential and be available to the President, General Secretary, **Deputy General Secretary** and the Executive when meeting

in closed session. The file shall also be available to the employee and his/her representative, upon written request of the employee.

- d) Upon the employee's request, any notice of disciplinary action or any other document, other than evaluation reports, which may have been placed on his/her personal file shall be removed after two (2) years have elapsed since the disciplinary action was taken provided no related disciplinary action has been recorded during this period.

ARTICLE 11 – SENIORITY

- 11.01 Seniority is defined as length of service in the Bargaining Unit and shall be applied on a bargaining unit-wide basis. Seniority shall be applied in determining preference for promotions, lay-offs, recall and as set out in other provisions of this Agreement.
- 11.02 During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except as otherwise provided. After completion of the probationary period, seniority shall be effective from the original date of employment.
- 11.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be sent to the Union April 1st and shall be kept up-to-date by the Employer.
- 11.04 An employee shall, subject to any bridging provisions, lose his/her seniority in the following circumstances if:
 - a) he/she is discharged for just cause and is not reinstated;
 - b) he/she resigns voluntarily;
 - c) he/she is laid off for a period in excess of eighteen (18) months;
 - d) following a lay-off, he/she fails to return to work within ten (10) days after receiving notice to do so unless just cause exists. The employee shall keep the Employer informed of his/her current address. The employee shall be deemed to have received notice to return to work if the Employer sends his/her such notice by certified mail.

It is further agreed that laid-off employees who are recalled, will be permitted to give their current Employer reasonable notice of termination in order to accept recall;

e) he/she retires.

11.05 An employee who is granted a leave of absence without pay shall accumulate seniority during the period of the leave.

ARTICLE 12- LAYOFF AND RECALL PROCEDURE

12.01 Both parties recognize that job security shall increase in proportion to length of service. If there is to be a reduction in the number of personnel within the Bargaining Unit, the Employer will give the Union as much advance notice as possible and consultation will begin to determine what should be done with those employees whose position becomes redundant. Employees shall be laid off in reverse order of seniority provided the retained employees will be qualified to perform the work after a reasonable trial or training period. No new employees will be hired until those laid off have been given an opportunity of employment.

12.02 The Employer shall notify employees who are to be laid off, a minimum of thirty (30) calendar days before the layoff is to be effective. If the employee laid off has not had the opportunity to work thirty (30) calendar days after notice of layoff, he/she shall be paid in lieu of work for that part of the thirty (30) calendar days during which work was not made available.

12.03 When an employee is laid off he/she shall be placed on a re-employment list for a period of eighteen (18) months. Employees on a re-employment list shall be given first opportunity for any available jobs for which he/she is qualified with the Employer prior to outside advertisement.

ARTICLE 13- HOURS OF WORK

13.01 A work day shall be seven (7) hours and thirty-five (35) hours shall constitute a work week. The regular work week shall be Monday to Friday.

13.02 Employees shall be entitled to a fifteen (15) minute rest period during each morning and afternoon. Such time is considered to be part of the regularly scheduled work hour.

ARTICLE 14 - OVERTIME

14.01 Overtime Defined

All time worked before or after the regular work day and the regular work week, or on a holiday, shall be considered overtime.

14.02 Payment for hours of overtime worked shall be on the following basis:

- a) Overtime shall be calculated to the nearest quarter hour.
- b) Overtime payment shall be calculated on the following basis:
(1¹/₂ hourly rate) x number of hours.
- c) In the event the overtime hours are worked on a day other than a regularly scheduled work day, the overtime payment shall be calculated on the following basis:

(2 x hourly rate) x number of hours.
- d) Hourly rate — see 'SCHEDULE "A"'

14.03 Hours of overtime worked must be authorized in advance by the General Secretary.

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

14.05 Overtime and callback shall be divided equally among employees who are willing and qualified to perform the available work.

14.06 An employee shall have the choice of either accepting payment for overtime worked or taking an equivalent amount of hours off at a time mutually agreed upon between the Employee and the Employer.

ARTICLE 15- PROMOTIONS AND VACANT POSITIONS

15.01 When the Employer determines that a vacancy has occurred, the Employer shall post on the Employer's premises, all vacant positions for a period of five (5) days to give qualified employees the first option for selection to the vacant position.

15.02 Where the Employer determines that a new position is created, then the new position shall be posted for a period of five (5) days to give employees the first option for selection to the new position.

The new position must be posted within seven (7) days of being created.

15.03 No positions will be filled until former employees whose names are on a recall list and applications from Bargaining Unit employees are processed. Article 11 shall apply in filling vacant and new positions. Where (2) two or more

employees are equally qualified for the vacant or new position, the employee with the most seniority shall be offered the appointment.

15.04 The selected in-service applicant shall be placed on a trial period not exceeding three (3) months. In the event the selected applicant proves unsatisfactory in the position, or if the employee finds himself/herself unable to perform the duties of the position during this trial period, he/she shall return without prejudice to his/her former position at the former rate of pay and without loss of benefits.

15.05 When an employee is promoted, the employee shall be placed at the same step within the pay scale for the higher position. Adjustment of salary shall be effective on the date of the promotion.

15.06 Temporary Position

“Temporary Position” means a position created for a specified period of time not to exceed sixty (60) consecutive working days, unless mutually agreed upon between the Union and the Employer, to support during periods when there is a work overload issue determined by the Employer and the Union. The Employer shall provide the Union with a letter specifying the name of the Employee, the duties and the start and end date of the Temporary Position.

15.07 Notification to the Union

Within seven (7) calendar days of the date of appointment to a vacant or new position, the Employer shall notify the Union of the name of the successful applicant.

15.08 Disability Provision

An employee unable through aging, injury or illness to perform his/her normal duties shall be provided with alternate suitable employment, if such employment is available.

ARTICLE 16- SICK LEAVE

16.01 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.

16.02 Employees shall be granted their regular salary for periods of absence due to sickness as follows:

- a) For a period or periods of time not exceeding fifteen (15) days in any year

where the employee is engaged to work at the beginning of the year and pro rata for any part of employment during the year. In all cases, employees will receive credit for the appropriate number of sick leave days at the beginning of their employment.

- b) In addition to the provisions of subsection (a), any employee who has utilized all current sick leave, and all accumulated sick leave if any, shall be entitled to an advance of a further fifteen (15) days of sick leave upon written request to the Executive by the employee.

The amount of advanced sick leave days which an employee may owe to the PEI Teachers' Federation shall not exceed fifteen (15) days.

- c) In the cases where the employees have used the advance(s) of sick leave and have returned to employment, employees shall repay the PEI Teachers' Federation for the advance sick leave by having same deducted from their sick leave bank, at the end of the year, the unused amount of sick leave for that year. Such deduction shall be made until the advance sick leave is repaid. In cases where employees have used the advance(s) of sick leave and not returned to employment, employees shall repay the PEI Teachers' Federation for the unearned portion of the sick leave.
- d) The unused portion of sick leave may be carried forward on a cumulative basis until a maximum of two hundred and forty (240) days is reached.
- e) In the event of death of an employee, the employee's estate shall be eligible for payment of those sick leave days for which the employee was eligible and which were used by the employee. However, the employee's estate shall not be eligible for payment for sick leave days to which the employee was eligible, but which were not used by the employee.
- f) For purposes of this section, the PEI Teachers' Federation shall recognize alcohol/drug addiction, mental illness and pregnancy related illness as a sickness.

16.03 An employee injured while in the performance of duties for an Employer other than the Prince Edward Island Teachers' Federation, shall:

- a) not be granted sick leave by the PEI Teachers' Federation where the other Employer does provide Worker's Compensation coverage;
- b) be granted sick leave by the PEI Teachers' Federation where the other Employer does not provide Worker's Compensation coverage.

16.04 Proof of Illness

- a) For periods of sickness exceeding five (5) consecutive days, a certificate signed by a physician may be required by the PEI Teachers' Federation.
- b) An employee who is absent from work because of illness must notify the Employer at the earliest possible time.

Employees who are absent due to illness, shall upon their return to work, fill out a form supplied by the Employer indicating the number of hours or days absent.

- 16.05 a) The PEI Teachers' Federation shall keep a record of the sick days used in a current year by the employee.
- b) The PEI Teachers' Federation, shall no later than September 30th in the relevant year, indicate to each employee who was in its employ at the beginning of the year, the number of sick leave days accumulated to June 30th in the previous year.
- c) Any employee who enters the employ of the PEI Teachers' Federation after the beginning of the year shall, upon written request to the PEI Teachers' Federation, have his/her accumulated sick leave indicated to him/her within one (1) month of the request.
- d) The amount of unused sick leave which an employee may have accumulated on the date of termination shall be suspended and no portion thereof shall be considered for pay purposes. However, upon entering into a new contract, all accumulated leave shall be reinstated.
- e) Notwithstanding Section 16.05 (d) above, sick leave shall be granted if the PEI Teachers' Federation agrees to terminate an employee's employment on the recommendation of a medical authority.
- f) For the purpose of this section, the PEI Teachers' Federation shall recognize alcohol/drug addiction, mental illness and pregnancy related illness as sickness.

ARTICLE 17- WORKERS' COMPENSATION

- 17 a) Workers' Compensation Protection

All employees shall be covered by the Workers' Compensation Act. No employee shall have his/her employment terminated as a result of absence from work with a compensable accident.

- b) An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and the rate of pay of his/her classification. If for any reason the employee's classification is eliminated, the difference paid shall be in comparison to an equal classification. Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments.

c) Continuation of Pay

In order to continue receiving his/her regular salary, the employee shall assign his/her compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation as a deduction from gross income on the employee's income tax (T-4) form.

ARTICLE 18 - PAID HOLIDAYS AND VACATIONS

18.01 The Employer recognizes the following as paid holidays:

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

- a) If Christmas Eve falls on an employee's scheduled work day, the employee shall have Christmas Eve day off without loss of pay.

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

18.03 Employees shall be entitled to vacation days with pay at a time determined by the General Secretary in consultation with the President. Vacation days shall be calculated on the following basis:

- less than four (4) years' service — 1¹/₄ days per month — fifteen (15) days;
- completed four (4) years' service — twenty (20) days;
- completed eleven (11) years' service — twenty-five (25) days;
- completed fifteen (15) years of service — thirty (30) days.

When operating on summer hours, the PEI Teachers' Federation Office closes at **12:00 p.m.** on Fridays. If a vacation day is requested on a Friday during summer hours, employees will only be deducted a half (1/2) day of vacation time.

18.04 Christmas Break Period/March Break Period/Summer Break Period

- a) Should the Employer decide to close the offices during the Christmas Break period, all employees shall be given the choice of utilizing vacation days or utilizing an unpaid leave of absence without loss of other benefits for the effective period of office closure.
- b) Should the Employer decide to close the offices during the March Break or Summer Break period, all employees shall be given the choice of utilizing vacation days, unpaid leave of absence, without loss of other benefits, for the work during the effective period of office closure.

18.05 Vacation Carry Over

An employee may carry vacation days beyond the year in which they are earned with the consent of the Executive. Written request must be directed to the Executive prior to the end of the year in which the days are earned.

18.06 Approved Leave of Absence during Vacation

Where an employee qualifies for sick leave due to being hospitalized or incapacitated and upon verification by medical authorities or bereavement leave, there shall be no deduction from vacation for such absence.

ARTICLE 19- LEAVE OF ABSENCE

19.01 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer. In the event the Employer must employ casual office help to replace the employee absent under this provision, the Union agrees to reimburse the Employer for costs incurred in employing such casual help.

19.02 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures. In the event the Employer must employ casual office help to replace the employee absent under this provision, the Union agrees to reimburse the Employer for costs incurred in employing such casual help.

19.03 Leave of Absence for Union Functions

- a) Upon request to the Employer, an employee elected or appointed to represent the Union at Conventions shall be allowed leave of absence with pay and benefits. In the event the Employer must employ casual office help to replace the employee absent under this provision, the Union agrees to reimburse the Employer for costs incurred in employing such casual help.
- b) Leave of absence without pay but without loss of benefits shall be allowed for employees to attend Executive and Committee meetings of CUPE and any organization with which the Union is affiliated.

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

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

19.05 Paid Bereavement Leave and Personal Leave

- a) An employee shall be granted bereavement leave with pay, for five (5) regularly scheduled consecutive work days, provided the days are taken

within seven (7) days of the death, without loss of pay and benefits in the case of death of the following members of his/her 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 **four (4)** regularly scheduled consecutive work days, provided the days are taken within **seven (7)** days of the death, without loss of pay and benefits in the case of the death of the following members of his/her immediate family: brother, sister, **step brother, step sister**, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, 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) One (1) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer or honorary pallbearer.
- f) Where operational requirements permit and at the discretion of the General Secretary, one-half ($\frac{1}{2}$) day leave at his/her regular wage rate shall be granted to an employee to attend a funeral as a mourner.
- g) An employee may be granted up to three (3) days personal leave per year, with pay; eligibility for one (1) day leave is at the employee's discretion, two (2) days will be left to the discretion of the General Secretary. In any event, such paid leave shall not be granted if there is no other administrative assistant working on that day(s). Upon request, an employee who has applied for leave under this section will make known orally or in writing at whichever is the employee's choice, to the General Secretary, the reason(s) for such leave.
- h) Under special circumstances, employees may request days of paid or unpaid leave under this section and such days may be granted at the discretion of the General Secretary.

- j) Where no one other than the employee can provide for the needs of an immediate member of his/her family during illness or confinement, the employee shall be entitled, after notifying his/her immediate Supervisor, to use a maximum of ten (10) days paid leave per year for this purpose. Such leave shall be subject to the condition applicable to normal sick leave.

19.06 Paid Jury or Court Witness Duty Leave

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

19.07 Leave for Court Appearance or Incarceration

In the event that an employee is accused of an offense which requires a court appearance, he/she shall be entitled to a leave of absence without loss of seniority and benefits but without pay. If the employee is found not guilty of the accusations, he/she shall receive all pay which has been withheld. In the event that the accused employee is jailed awaiting a court appearance or is found guilty and incarcerated, the Employer may grant a leave of absence without seniority, benefits and pay to cover the period of incarceration; the granting of such leave shall be at the discretion of the Employer.

19.08 General Leave

An employee shall be entitled to leave of absence without pay and without loss of Seniority, when he/she requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause.

ARTICLE 20- MATERNITY LEAVE

20.01 The Employer and the Union agree that the period of maternity leave shall be fifty-two (52) weeks unless another amount of time is mutually agreed to by the Employer and the affected employee. In the absence of mutual agreement, maternity leave shall terminate within fifty-two (52) weeks of the commencement of the leave.

20.02 The employee shall be entitled to use a maximum of ten (10) days of paid leave per year for reason of maternity leave. Additional unpaid maternity leave may be requested by the employee.

20.03 Subject to Articles 20.01 and Article 10, the employee shall, upon completion of the period of leave, return to the same position she held prior to the commencement of the leave.

20.04 The PEI Teachers' Federation shall grant the pregnant employee a leave of absence when, within the office where the said employee works, there is a situation, in the opinion of the employee's physician, constitutes a danger to the fetus; this leave of absence shall end when in the opinion of the employee's physician, there no longer exists any danger.

20.05 Status during Maternity Leave

While on maternity leave, an employee shall retain all accrued benefits under the Collective Agreement and shall continue to accrue seniority.

20.06 Supplementary Employment Benefit

The parties agree that Supplements to Employment Insurance (EI) Maternity or Parental Benefits will be provided to employees who commence maternity or parental leave on or after the signing date of this agreement. The Supplements to EI will be provided as follows:

- a) An employee who provides the Employer with proof that she has applied for and is eligible to receive maternity benefits under the provisions of the *Employment Insurance Act* shall be paid an allowance for fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the employee is eligible to receive, and seventy-five percent (75%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period, which may result in a decrease in the EI benefits to which the employee would have been eligible, if no other earnings had been received during the period.
- b) An employee mentioned in (a) who is subject to a waiting period of **one (1) week** before receiving EI benefits shall receive an allowance equivalent to one hundred percent (100%) of her weekly rate. **The employee will receive an allowance of one hundred percent (100%) for her weekly rate of pay for the last week of maternity leave.**
- c) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the Supplements to EI will be increased accordingly.

20.07 Parental Leave

Employees shall be entitled to thirty-five (35) weeks parental leave.

Where an employee intends to take parental leave in addition to maternity leave, the employee shall be entitled to commence the parental leave at any time after the expiry of the maternity leave until such a time the child reaches one (1) year of age.

20.08 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 in one of the following options at the discretion of the employee:

1. before going on leave, by providing the employer with a series of monthly post-dated cheques to cover the period of the leave;
2. upon returning to work, in equal bi-weekly installments over a period not to exceed eight (8) pay periods.

In all cases, the employee must indicate his/her preferred method of payment before going on leave.

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

ARTICLE 21 - ADOPTION LEAVE

21.01 Adoption Leave

For the purposes of adopting a child, an employee employed by the PEI Teachers' Federation shall, upon written request, be granted a leave of absence not to exceed seventeen (17) weeks.

- 21.02 a) An employee shall be entitled to use a maximum of ten (10) days paid leave per year for reason of adoption leave.
- b) In the event that both adopting parents are employees of the Employer, the total amount of time taken by either one or both parents under 21.02(a) shall not exceed ten (10) days.

21.03 Supplementary Employment Benefits

The parties agree that Supplements to Employment Insurance (EI) for Adoption Leave will be provided to employees who commence adoption leave on or after the signing date of this agreement. The Supplements to EI will be provided as follows:

- a) An employee who provides the Employer with proof that he/she has applied for and is eligible to receive parental benefits under the provisions of the *Employment Insurance Act* shall be paid an allowance for fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the employee is eligible to receive, and seventy-five percent (75%) of his/her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefits to which the employee would have been eligible if no other earnings had been received during the period.
- b) An employee mentioned in (a) who is subject to a waiting period of one (1) week before receiving EI benefits shall receive an allowance equivalent to seventy-five percent (75%) of his/her weekly rate of pay each week. **The employee will receive an allowance of seventy-five percent (75%) for her weekly rate of pay for the last week of adoption leave.**
- c) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the Supplements to EI will be increased accordingly.

21.04 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 in one of the following options at the discretion of the employee:

1. before going on leave, by providing the employer with a series of monthly post-dated cheques to cover the period of the leave;
2. upon returning to work, in equal bi-weekly installments over a period not to exceed eight (8) pay periods.

In all cases, the employee must indicate his/her preferred method of payment before going on leave.

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

ARTICLE 22- PAYMENT OF WAGES AND ALLOWANCES

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

22.02 An employee who is eligible for an increment within the level at which her position is classified shall be moved automatically to the next highest increment level at the anniversary date of the date upon which he/she last received an increment, whichever is later. The movement to the next salary level shall be subject to the employee receiving a successful employee evaluation.

22.03 In addition to the base salary provided, each employee of the SY classification who is required to use shorthand shall receive \$300.00 per year.

22.04 Pay on Temporary Transfers, Higher Rated Job

When an employee is assigned by the Employer to assume responsibility of the SY V position on a temporary daily basis, the employee shall be placed at her/his same step within the SY V pay scale for the day(s) the employee assumes responsibility of the SY V position.

22.05 Expense Allowance

Expenses incurred by the Administrative Assistant Staff, be paid by the Federation on the same basis as those of any other person on Federation business.

22.06 Car Allowance

An employee using his/her own motor vehicle on Employer approved duties which occur away from the normal place of work shall be paid travel cost/allowance, according to the rates as established from time-to-time by the Provincial Government.

22.07 Vacation Pay

An employee may, upon giving at least three (3) days' notice, receive on the last working day preceding commencement of the employee's vacation period, any

pay cheques which may fall due during the period of vacation and such cheques shall be payable as of the last working day.

ARTICLE 23 - SAFETY AND HEALTH

23.01 The Employer shall continue to make all reasonable provisions for the Occupational Safety and Health of employees in their working environment.

23.02 The Employer also agrees that regulations made pursuant to the Worker's Compensation Act or any other Provincial Industrial Safety and Health Act or Regulations shall be followed.

ARTICLE 24 - JOB SECURITY

Restriction on Contracting-Out

In order to provide job security for the members of the Bargaining Unit, the Employer agrees that during the term of this Agreement all work or services performed by the employees shall not be subcontracted, transferred, leased or conveyed, in whole or in part, to any other plant, person, company or non-unit employee. Notwithstanding the preceding, the Employer (General Secretary, Members of the Executive and Professional Staff) has the right to carry out the business of the Federation in the event of a strike by the employees or a lock-out by the Employer. The parties agree that in the event of an equipment breakdown, unavailability of equipment or skills to do a particular task and emergency situations, the Employer may contract out work.

ARTICLE 25- STORM DAYS

If the office is closed due to poor weather conditions, no staff member will suffer any loss of benefits. If the office is not closed and a staff member does not report for work, the General Secretary in consultation with the President will have the discretion to accept or reject the reason for not reporting. If the reason is accepted, no loss of benefit shall result; if it is rejected, loss of salary or other benefits will result. Such paid leave of absence will not be unreasonably withheld.

ARTICLE 26- INSURANCE

26.01 The PEI Teachers' Federation shall participate in the payment of Group Life Insurance and AD&D for Administrative Assistant Staff by paying 100% of the applicable premiums per month to the PEI Teachers' Federation Group

Insurance Trust Fund for each member of the Administrative Assistant Staff who is a participant in the PEI Teachers' Federation Group Life Insurance.

26.02 The PEI Teachers' Federation shall contribute 100% of the premium to the PEI Teachers' Federation Group Insurance Fund, for the purpose of providing Group Health Insurance for the PEI Teachers' Federation Administrative Assistant Staff.

The contribution outlined in 26.02 will not apply to the following situations:

- a) PEI Teachers' Federation Staff members who indicate, in writing, by the 30th day of September, that they do not wish Group Health Insurance.
- b) Staff members of the PEI Teachers' Federation whose spouse is a participating member of the PEI Teachers' Federation Group Health Insurance Plan.

26.03 The PEI Teachers' Federation shall provide \$20,000 Basic Life Insurance for each Administrative Assistant Staff member at a cost of \$5.90 per month. The premium reduction applicable to the PEI Teachers' Federation as a result of Section 64(4) of the Employment Insurance Act, 1971, will be applied against the cost to the Federation of this Sub-section. In the event this premium reduction becomes no longer applicable to the Federation, the cost of this Insurance provided in this Sub-section shall be cost-shared with the employee on a 50/50 basis.

26.04 The Employer shall participate in the payment of Group Dental Insurance by paying, per participant, 100% of the applicable premium of the Maritime Medical Care Inc. Dental Plan Part 1A provided by the PEI Teachers' Federation Group Insurance Plan.

ARTICLE 27- PENSION

Participation in the Multi Sector Pension Plan is mandatory for all new employees.

ARTICLE 28- SERVICE GRATUITY

28.01 The Federation shall pay an employee a service gratuity when such employee meets the following eligibility requirements:

The employee has completed ten (10) or more years of continuous service with the Teachers' Federation and the employee meets one of the following criteria:

- a) retires at age fifty-five (55) or more; or

- b) retires with thirty (30) or more years of service; or
- c) retires due to a disability which is verified by two (2) medical doctors, one of which is designated by the employee and one of which is designated by the Employer; or, which is verified by the Worker's Compensation Board; or
- d) dies; or
- e) has his/her position eliminated.

28.02 The service gratuity shall be based upon five (5) days' pay for each continuous full year of service, including fractional years with the Federation. The maximum number of days recognized for this purpose, shall be one hundred and twenty-five (125).

28.03 The service gratuity shall be calculated on the following formula:

$$\frac{\text{Number of days earned x annual salary in effect on date of termination}}{240}$$

28.04 The service gratuity is payable, upon application, within thirty (30) days of the date of contract termination. In the event of the death of an employee, the service gratuity shall be payable to the employee's beneficiary.

28.05 Subject to the approval of the employer, employees who are eligible to retire with a pension within five (5) years, and who would otherwise be eligible for a retirement allowance, may use their accrued retirement allowance toward a maximum of two (2) paid pre-retirement leaves. Each leave shall be for a maximum of fifteen (15) work days.

Employees must make advance application for approval of pre-retirement leave. The granting of such leave shall be at the discretion of the General Secretary. Any leave accessed under this provision shall reduce the retirement allowance ultimately paid to the employee, or her/his estate, on a day-for-day basis.

In the event an employee fails to qualify for a retirement allowance upon termination, or resignation of employment any monies paid under this Article shall be reimbursed to the employer.

28.06 Notwithstanding the above-stated provisions, an employee who resigns for reasons other than those identified in Section 28.01 or is terminated for unsatisfactory service shall not be eligible for a service gratuity.

28.07 Notwithstanding 28.01, leave of absence without pay granted under this Collective Agreement shall not constitute a break in service, but the period of leave shall not be recognized as service, except for maternity leaves.

ARTICLE 29- TECHNOLOGICAL CHANGE / PROFESSIONAL DEVELOPMENT

29.01 In this article, "Technological Change" means the introduction of equipment or material of different nature or kind than that previously used by the Employer and a change in the manner in which the Employer carries on its' operations that is directly related to the introduction of that equipment or material.

29.02 Where the equipment or material so introduced is to be operated by employees of the Employer, the incumbents are to be given a reasonable opportunity for training, at the Employer's expense, without loss of pay or benefits to the employee, in the operation of the equipment or material in question, with the intent that they may be retained in their positions.

29.03 If after a reasonable period of training, the employee is unable or unwilling to acquire sufficient competence, the Employer will make every effort to retain the employee in such position as may be available within the competence of the employee (including the exercise of such rights as are otherwise contained in this Agreement).

29.04 The Employer in planning technological change will make every effort to absorb consequential redundancies by attrition.

29.05 The Employer agrees to give the Union, **and the affected employee(s)**, sixty (60) days' notice of the introduction of technological change that is expected to result in

- a. the displacement of employees in the Bargaining Unit or
- b. substantial changes in the hours of work

Technology change that substantially changes the duties performed by employees in the Bargaining Unit requires reasonable notice from the Employer.

29.06 The Employer recognizes the importance of Professional Development for all staff.

During the October PEITF Convention Days each year, employees under this agreement will have the option to attend the annual business day of Local 1770 and/or the Professional Development Day of Local 1770. If either or one of these

days do not pertain to the employees, the employees should give advance notice to the General Secretary as to what Professional Development they would like to receive on these two (2) days.

With at least one (1) month's advance notice alternate days will be given.

There shall be no loss of pay or benefits to the employees on Professional Development Days.

ARTICLE 30- CONTINUATION OF ACQUIRED RIGHTS

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

ARTICLE 31 - COPIES OF AGREEMENT

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

ARTICLE 32 - TERM OF AGREEMENT

Except as otherwise provided in this agreement, the provisions of this agreement shall be in effect for a term beginning **April 1, 2018** and ending **March 31, 2022**. Either party may request the negotiation of a new agreement by giving notice in writing to the other party not more than three (3) months and not less than thirty (30) calendar days prior to the expiration date of this Agreement.

ARTICLE 33 - CHANGES IN AGREEMENT

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

ARTICLE 34 - AGREEMENT TO CONTINUE IN FORCE

Both parties shall adhere to the terms of this Agreement during the collective bargaining. If negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

ARTICLE 35 - RETROACTIVE PAY FOR TERMINATED EMPLOYEES

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

ARTICLE 36 - RETROACTIVITY

All changes in the financial benefits in the new Agreement shall be adjusted retroactively unless otherwise specified.

ARTICLE 37- GENERAL

Plural or Feminine Terms May Apply.

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the content of the party or parties hereto so require.

ARTICLE 38- CONFIDENTIALITY AGREEMENT

Support Staff be required to sign a confidentiality agreement with the PEITF.

SCHEDULE "A"

Administrative Assistant Group

CURRENT

Class	Step 1	Step 2	Step 3
SY 1	\$39,020.80 \$21.44	\$41,896.40 \$23.02	\$43,115.80 \$23.69
SY III	\$44,317.00 \$24.35	\$46,082.40 \$25.32	\$48,102.60 \$26.43
SY V	\$48,903.40 \$26.87	\$51,324.00 \$28.20	\$53,781.00 \$29.55

EFFECTIVE APRIL 1, 2018 (2.5%)

Class	Step 1	Step 2	Step 3
SY 1	\$40,817.14 \$22.42	\$43,771.00 \$24.05	\$45,008.60 \$24.73
SY III	\$45,427.20 \$24.96	\$47,247.20 \$25.96	\$49,303.80 \$27.09
SY V	\$50,141.00 \$27.55	\$52,616.20 \$28.91	\$55,127.80 \$30.29

EFFECTIVE APRIL 1, 2019 (2.5%)

Class	Step 1	Step 2	Step 3
SY 1	\$42,660.80 \$23.44	\$45,700.20 \$25.11	\$46,974.20 \$25.81
SY III	\$46,555.60 \$25.58	\$48,430.20 \$26.61	\$50,541.40 \$27.77
SY V	\$51,396.80 \$28.24	\$53,926.60 \$29.63	\$56,511.00 \$31.05

EFFECTIVE APRIL 1, 2020 (2.5%)

Class	Step 1	Step 2	Step 3
SY 1	\$43,734.60 \$24.03	\$46,846.80 \$25.74	\$48,157.20 \$26.46
SY III	\$47,720.40 \$26.22	\$49,649.60 \$27.28	\$51,797.20 \$28.46
SY V	\$52,689.00 \$28.95	\$55,273.40 \$30.37	\$57,930.60 \$31.83

SCHEDULE "A" Cont'd

EFFECTIVE APRIL 1, 2021 (2.5%)

Class	Step 1	Step 2	Step 3
SY 1	\$44,826.60 \$24.63	\$48,011.60 \$26.38	\$49,358.40 \$27.12
SY III	\$48,921.60 \$26.88	\$50,887.20 \$27.96	\$53,089.40 \$29.17
SY V	\$53,999.40 \$29.66	\$56,656.60 \$31.13	\$59,386.60 \$32.63

Employees shall progress through the pay range as follows:

- (1) New employees shall be placed at the first step of the appropriate classification level.
- (2) Employees shall progress to the next step on an annual basis after successfully completing the probationary period.

THIS AGREEMENT ENTERED INTO THIS 14 DAY OF March 2019, 2019.

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1770-6

SIGNED ON BEHALF OF
THE PEI TEACHERS'
FEDERATION

Karen Isidenas
President

B MacLeod
President

Lon Mackay
CUPE Representative

Devin
General Secretary

March 14, 2019
Date

March 14, 2019
Date

