

AGREEMENT BETWEEN:

The Peel District School Board, or its successors,
hereinafter called the "Board"

and

Elementary Teachers' Federation of Ontario,
or their successors,
hereinafter called the "Union"

September 1, 2000 to August 31, 2002

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Appendix A Teacher Funded Leaves Application

Appendix B Supplemental Employment Benefit (SEB) Plan

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ARTICLE I: PURPOSE

- 1.01 It is the intent and purpose of the parties to set forth in this Agreement terms and conditions of employment, and to provide the mechanism for the prompt and equitable disposition of grievances which may arise between the parties.
- 1.02 It is the desire of the parties to maintain a harmonious relationship between the Board and the Union, including its Local.

ARTICLE II: DEFINITIONS

- 2.01 In this Agreement, unless something in the subject matter or context is inconsistent therewith,
- a) "Agreement" means this Collective Agreement.
 - b) "basic salary" means a teacher's salary, other than a Continuing Education teacher, in accordance with Article 24 excluding allowances.
 - c) "continuous service" is defined as pertaining to any teacher actively employed by or on leave from, with or without salary, the Board or its predecessors.
 - d) "Director" means Director of Education.
 - e) "Local" means the Peel Local of the Elementary Teachers' Federation of Ontario.
 - f) "Ministry" means the Ministry of Education and Training or its predecessors.
 - g) "occasional teacher" means an occasional teacher as defined by the *Education Act*.
 - h) "part-time teacher" means a part-time teacher as defined by the *Education Act*.
 - i) "party" shall mean the Union or the Board.
 - j) "probationary teacher" means a probationary teacher as defined by Article 8 of this Agreement.
 - k) "Secretary" means Secretary of the Board.
 - l) "sick leave credit" means a sick leave credit entitling a teacher or part-time teacher to payment of salary or part-time salary respectively for each day under the provisions of this Agreement during absence from duty for illness.

- 2.01 m) "teacher" means a teacher as defined by the *Education Act* who is employed by the Board in the bargaining unit described in Article 3.01.
- n) "teaching experience" means experience in teaching in Canada on a permanent or probationary basis or such other experience in teaching that a Board in its discretion considers equivalent thereto, but shall not include experience as a lecturer or tutor during the time a teacher is an undergraduate student.
- o) "temporary teacher" means a person employed to teach under the authority of a letter of permission.
- p) "Union" means the bargaining agent defined in Article 3.02.
- q) "Start Date" means the Start Date as defined in Articles 15.03 and 15.10 of the Agreement.
- 2.02 "Teacher's Certificate" shall be defined as:
- a) Ontario Teacher's Certificate;
- OR
- b) the equivalent thereof.

ARTICLE III: SCOPE AND RECOGNITION

- 3.01 During the effective period of this Agreement its terms shall be applicable to all teachers in the Board's elementary teachers' bargaining unit for those other than occasional teachers, as defined by Part X.1 of the *Education Act*, as amended from time to time.
- 3.02 The Board recognizes the Elementary Teachers' Federation of Ontario as the bargaining agent for all teachers in the bargaining unit described in Article 3.01.
- 3.03 This Agreement shall constitute the entire negotiated agreement between the parties and shall supersede all previous agreements.
- 3.04 Amendments to this Agreement shall be made only by mutual agreement in writing of the Board and the Union, after ratification by the Union and the Board.

Representation

- 3.05 In negotiations for the renewal of this Agreement the Union shall be represented by a Negotiations Committee consisting of not more than twelve (12) of which not more than seven (7) may attend a negotiation meeting with the Board. The Union shall notify the Board in advance regarding the identity of the persons on its Negotiations Committee and the Board shall not be required to recognize any person in this capacity until so notified.
- 3.06 In negotiations for the renewal of this Agreement the Board shall be represented by a Negotiations Committee consisting of not more than seven (7) representatives of the Board. The Board shall notify the Union in advance regarding the identity of the persons on its Negotiations Committee and the Union shall not be required to recognize any person in this capacity until it has been so notified.

3.07 The parties mutually recognize the right of the other party to obtain and utilize such advice and assistance as they may require in the course of collective bargaining negotiations.

3.08 Local Officers

- a) The Board agrees to permit the equivalent of ten (10) teachers appointed by the teachers of Peel, of which four (4) shall be fixed, to be exempted for the term of this contract from teaching duties.

Costs for these appointments will be assumed by the Local based on the following:

- i) For the President, the 1st Vice-President, the 2nd Vice-President, and the Chief Negotiator, the Local shall pay the cost of the salary and benefits of the replacement teacher, based on a salary of Category 6 (A3), Step 0, and the Board shall pay the cost of the teachers on leave.
- ii) For the other teachers appointed under this clause, the Local shall pay the actual cost of the salary and benefits of the teacher on leave, and the Board shall pay the cost of the replacement teacher.
- b) i) The Board agrees to permit paid short-term leave for up to nine (9) teachers for purposes of attending negotiations meetings (including any proceedings under the Labour Relations Act) with the Board and for this purpose the Local agrees to compensate the Board at the current qualified supply teacher rate.
- ii) It is understood by the parties that any leaves under 3.08 b) shall not be for preparations for negotiations.

3.09 A teacher is entitled, upon request, to have a representative of the Union present when any formal disciplinary actions are undertaken.

ARTICLE IV: DURATION, AMENDMENT AND RENEWAL

- 4.01 This Agreement shall come into force and take effect on the 1st day of September, 2000 and shall remain in force until the 31st day of August, 2002 and from year to year thereafter unless notice is given by either Party not less than 120 days nor more than 150 days prior to the expiry of this Agreement, of that party's intention to terminate this Agreement or to negotiate revisions thereto.

ARTICLE V: UNION DUES AND ASSESSMENTS

- 5.01 During the term of this Agreement the Board agrees to deduct, from each pay of each teacher, the regular monthly fees, dues and Local levy as certified by the Union to be currently in effect according to the constitution and by-laws of the Union. The Union shall notify the Board in writing, at least thirty (30) days prior to the effective date of any changes, as to the amount of dues or fees currently in effect according to its constitution and by-laws.
- 5.02 The amount deducted in accordance with 5.01, other than any Local levy, shall be remitted to the General Secretary of the Union at Toronto Station F, P.O. Box 1100, Toronto, Ontario M4Y 2T7, no later than the 15th day following the month in which the deductions are made. Any Local levy deducted in accordance with Article 5.01 shall be remitted to the Secretary/Treasurer of the Local, no later than the 15th day following the month in which the deductions were made.
- 5.03 The remittance to the Union shall be accompanied by a dues and submission list showing the names of teachers from whom deductions have been made and the amount of dues and assessments. The Board shall, where possible, provide the information in electronic form, otherwise, in written form.
- 5.04 The Union hereby indemnifies and saves the Board harmless with respect to all claims, suits, attachments and any form of liability as a result of the deductions and remittance of dues and levies by the Board pursuant to this Article.

ARTICLE VI: NO STRIKES OR LOCKOUTS

- 6.01 The Board agrees that there shall be no lockout of teachers and the Union agrees that there shall be no strike, as those terms are defined by the *Labour Relations Act*, so long as this Agreement continues to operate.
- 6.02 No teacher shall be expected to perform duties carried out by non-teacher employees of the Board should such employees be involved in strike action against the Board.

ARTICLE VII: GRIEVANCE PROCEDURE

7.01 Definitions

The following definitions shall apply in this Article:

- a) A "Grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- b) In this Article, "days" shall mean instructional days unless otherwise indicated.
- c) A "supervisor" shall mean Principal or appropriate superintendent, whichever is the immediate supervisor of the complainant.

7.02 Informal Stage

A problem must be brought to the attention of the supervisor within fifteen (15) days after the teacher becomes aware, or would reasonably be expected to have become aware, of the circumstances giving rise to a complaint. If a teacher is unable to resolve a complaint informally, the teacher may, with the concurrence of the Local, initiate a complaint with the teacher's supervisor who shall answer the complaint in writing (if required) within five (5) days of receipt of the complaint.

7.03 Formal Stage

- a) If the teacher is not satisfied with the decision regarding the complaint then the teacher may within ten (10) days take the matter up as a grievance in the following manner and sequence:

7.03 b) Step 1

The teacher may initiate a written grievance through the Local, with the appropriate Superintendent of Schools through the Superintendent of Human Resources Teaching Staff Services. The appropriate Superintendent of Schools may convene a meeting with the grieving teacher and Local representatives and such others as required within ten (10) working days of receipt of the grievance. The decision, in writing, to the teacher and the Local shall be rendered within five (5) days following the meeting.

The grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement;
- ii) a statement of the facts to support such grievance, including the specific Article(s) violated;
- iii) the remedy sought; and
- iv) the signature of the teacher or teachers concerned, and the President of the Local or designate.

Notwithstanding the above and where the Local and Board agree that it is appropriate, a grievance may proceed directly to Step 2 or Step 3.

c) Step 2

If the reply of the Superintendent of Schools is unacceptable to the Local, a written request will be made within ten (10) days to the Superintendent of Human Resources Teaching Staff Services or designate. The Superintendent of Human Resources Teaching Staff Services, or designate, may convene a meeting with the Local representative. The decision, in writing, shall be rendered to the Local within ten (10) days of the receipt of the grievance.

7.03 d) Step 3

If the reply of the Superintendent of Human Resources Teaching Staff Services or designate is not acceptable to the Local, a written request will be made within five (5) days to the Board's Grievance Committee through the Director of Human Resources, Negotiations and Support Staff Services. The Board's Grievance Committee shall meet within twelve (12) days to deal with the grievance. The teacher, representatives of the Local and such other persons as may be required, may be in attendance. The decision, in writing, to the teacher and the Local shall be rendered within five (5) days following the meeting.

e) Step 4

If the reply of the Board's Grievance Committee is unacceptable, the Union may then apply for Arbitration within fifteen (15) days of the receipt of the reply.

7.04 a) A grievance arising directly between the Board and the Union may be initiated by either the Board or the Local commencing with Step 2 of the Formal Stage, within fifteen (15) days of the occurrence complained of.

b) A grievance which arises before or at the time of the retirement or death of a teacher may be carried forward by the Local on behalf of the teacher if initiated in accordance with the provisions of this article.

7.05 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to attempt to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

7.06 Arbitration

- a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.
- b) The recipient of the notice shall, within five (5) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board.
- c) Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair.
- d) If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour.
- e) The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the Chair governs.
- f) The Arbitrator or Arbitration Board, as the case may be, shall not by the decision rendered, add to, delete from, modify or otherwise amend the provisions of the Agreement.

7.07 Time restrictions may be extended if mutually agreed in writing. Where the time restrictions or any agreed extensions have expired:

- 7.07 a) the Local or the Union as the case may be may proceed to the next step of the procedure if the appropriate Board official exceeds the time allowed to act;
- b) the Board may consider the grievance abandoned if the Local, Union or teacher exceeds the time allowed to act.
- 7.08 It is anticipated that the single Arbitrator or Board of Arbitration will make every effort to render its written decision thirty (30) days from the date of the completion of the hearing of the grievance.
- 7.09 The single Arbitrator or Arbitration Board, as the case may be, has the powers of an arbitrator or arbitration board under the Labour Relations Act.
- 7.10 The decision of an Arbitrator or the Arbitration Board is final and binding and shall be implemented by the appropriate authorities. There is no right to appeal the decision by either party.
- 7.11 There shall be no reprisals of any kind taken against any person because of participation in a grievance or complaint or arbitration procedure under this Agreement.
- 7.12 Should the investigation or processing of a grievance require that an involved teacher be released from regular duties, the teacher shall be released without loss of salary or benefits.
- 7.13 Cost of Arbitration

The fees for a single Arbitrator, or a Chair of a Board of Arbitration, shall be shared equally by the parties and such expenditures and fees shall be paid within sixty (60) days after the date of the decision of the Arbitrator.

ARTICLE VIII: PROBATIONARY TEACHERS

- 8.01 Newly hired teachers shall serve a probationary period of:
- a) one year where the teacher has at least three years of prior Teaching Experience; or
 - b) two years where the teacher has less than three years of prior Teaching Experience,
- as a teacher in an elementary or secondary school. The probationary period may be extended by mutual agreement of the Board, the Union and the teacher, pursuant to such terms and conditions as they may consider reasonable in the circumstances.
- 8.02 a) A decision to discharge a probationary teacher shall comply with the applicable statutory and regulatory requirements and may be the subject of a grievance to determine whether such requirements have been met, if the teacher should so elect.
- b) The parties agree that 8.02 a) above does not apply to:
- i) assignment and transfer of teachers; and
 - ii) teacher evaluation reports unless resulting in dismissal.
- 8.03 Both during and after the probationary period a teacher must, as a condition of employment, maintain membership in good standing in the Ontario College of Teachers.

ARTICLE IX: MANAGEMENT RIGHTS

- 9.01 Save and except to the extent modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively and without limitation with the Board and its administration.
- 9.02 a) A teacher who has completed the probationary period in accordance with Article 8 shall not be discharged, demoted, disciplined or suspended without just cause;
- b) The parties agree that 9.02 a) above does not apply to:
- i) assignment and transfer of teachers; and
 - ii) teacher evaluation reports unless resulting in dismissal.
- 9.03 The Board agrees that it will not exercise its rights in a manner inconsistent with the provisions of this Agreement or governing statutes, and the express provisions of this Agreement and any governing statutes constitute the only limitations upon the Board's rights.
- 9.04 Personnel Files
- a) Only one official employee record file (hereinafter referred to as the "file") shall be kept for each teacher in the Human Resources Services Department at the H.J.A. Brown Education Centre.
- b) A teacher shall have reasonable access to the teacher's own file. It shall be available and open to the teacher for inspection in the presence of a Board Human Resources Department officer upon reasonable notice during the regular working hours of the department.

9.04 Personnel Files (continued)

- c) If a teacher disputes the accuracy of information of a disciplinary or negative nature in the file the teacher may make a written request to the Superintendent of Human Resources – Teaching Staff Services, stating the alleged inaccuracy. Such request must be made within fifteen (15) days of the date the teacher becomes aware or ought reasonably to have become aware of the document. The Superintendent may in his or her sole discretion confirm or amend the information in the file and shall notify the teacher in writing of the decision. Such decision shall be provided within thirty (30) days of the teacher's request. Where the Board amends such information, at the request of the teacher the Board shall attempt to notify members of its staff who received the inaccurate document, by providing them with an amended copy.

- d) A teacher may request the removal of documents in the teacher's personnel file that are of a disciplinary nature. Such a request shall be made in writing to the Superintendent of Human Resources, Teaching Staff Services.

9.05 Consultation

Should the Board contemplate any major changes in the staffing and delivery of elementary programs, it will consult with the Local in respect of such changes.

ARTICLE X: PREGNANCY/PARENTAL LEAVES

10.01 Pregnancy/Parental Leaves

- a) Pregnancy Leave of Absence of up to 17 weeks shall be available to a teacher in accordance with the terms of the Employment Standards Act, as amended, but shall not qualify a teacher for payment from the Sick Leave Plan, Article XXVII. For the purpose of clarity, it is agreed that these Leaves apply to all teachers who have started employment with the Board at least thirteen (13) weeks before the expected birth date.
- b) Pursuant to the terms of the Act, a teacher should notify the Principal of the pregnancy and submit an application for leave along with a medical certificate verifying the pregnancy and indicating the day on which delivery is expected. This should be submitted as soon as possible but no later than two (2) weeks prior to the commencement of the leave.
- c) The Leave shall commence within a period of seventeen (17) weeks prior to the estimated date of delivery or at an earlier date if the pregnancy affects the reasonable performance of her duties.
- d) Pregnancy Leave shall be granted to a teacher who stops work because of complications caused by her pregnancy or because of a birth, still birth or miscarriage that happens earlier than the teacher was expected to give birth, with no advance application. Such a teacher must, within two (2) weeks after she ceased work, provide the Board with a medical certificate stating that she was not able to perform her duties because of complications arising from her pregnancy and giving the estimated day of delivery or the actual date of her delivery, still birth or miscarriage.
- e) i) The Pregnancy Leave of a teacher who is entitled to take Parental Leave ends seventeen (17) weeks after the pregnancy leave began.

- 10.01 e) ii) The Pregnancy Leave of a teacher who is not entitled to take Parental Leave ends on the later of the day that is seventeen (17) weeks after the Pregnancy Leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage.
- iii) The Pregnancy Leave of a teacher ends on a day earlier than the day provided for in subsection i) or ii) if the teacher gives the Board at least four (4) weeks written notice of that day.
- f) A teacher who has been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to a Parental Leave, in accordance with the *Employment Standards Act*, following the birth of the child or the coming of the child into the employee's custody, care and control for the first time. The teacher may begin the Parental Leave no later than fifty-two (52) weeks after the date the child is born or comes into the teacher's custody, care or control for the first time. However, an employee who has taken a Pregnancy Leave must begin her Parental Leave when her Pregnancy Leave ends unless the child has not yet come into her custody, care and control for the first time.

The statutory portion of an employee's Parental Leave shall end no later than thirty-five (35) weeks after it began if the employee also took Pregnancy Leave, and no later than thirty-seven (37) weeks after it began otherwise.

Teachers planning to take a Parental leave should inform the Board three (3) months in advance but in any event at least two (2) weeks in advance of the date on which the leave will begin.

Should a teacher plan to take Parental Leave for the purpose of adoption, it is understood that it may be necessary to begin the leave immediately upon the child coming into the care, custody and control of the parent.

10.01 g) Extended Parental Leave

- i) For teachers with one year of active service with the Board, the Parental Leave may be extended beyond the aforesaid thirty-five (35) or thirty-seven (37) week period as a Leave of Absence Without Pay to a cumulative total of three (3) years, subject to ii) and iii) below.
- ii) Extensions within the first or second academic year shall coincide with the following dates: September 1st to December 31st, January 1st to August 31st, September 1st to August 31st, or at a time designated by the Board nearest the March break.
- iii) Extended Parental Leave without pay, beyond the first or second academic year as provided for in i) and ii) above, may be provided to either parent, subject to the following:
 - A) Where both parents are employed by the Board, such Extended Parental Leave shall be provided to one parent only;
 - B) Such further extensions shall only be approved so as to expire at the end of an academic year;
 - C) The cumulative total of such Extended Parental Leave and the leaves provided for in paragraph 10.01 g) i) and ii) shall in any event not exceed three years; and
 - D) Such Extended Parental Leave must be applied for by April 30th for the following September 1st.
- h) i) Except as provided for in Article 10.01 h) ii) and Article 10.01 k), teachers on Pregnancy Leave, Parental Leave, or extended leaves under Article 10.01 g) shall not be paid a salary or teacher benefits during the period of Leave of Absence. Such a teacher may retain his/her membership in any plan under Article XXVI by paying full premiums applicable subject to the rights of the insurer.

- 10.01 h) ii) During the statutory portion of the Pregnancy Leave, and/or Parental Leave as provided by the *Employment Standards Act*, the teacher shall continue to participate in each benefit plan under Article XXVI unless the teacher elects in writing not to do so. Only one such election shall be permitted during each Pregnancy and/or Parental Leave. Unless such election is made, during such Pregnancy Leave or Parental Leave the Board shall continue to make the employer's normal contributions for any such benefit plans. Such benefits will be subject to the rights of the insurer.
- i) When the teacher reports for work upon the expiration of the Leave, the Board shall permit the teacher to resume work with no loss of seniority or benefits accrued to the commencement of the Pregnancy and/or Parental Leave.
- j) A teacher on Pregnancy and/or Parental Leave is considered to be an employee of the Board and may not accept employment with another Board except for short term occasional assignments, either during the Leave or at its conclusion, unless the Board has accepted the teacher's resignation.
- k) A teacher granted a Pregnancy Leave and/or Parental Leave for the purpose of adoption, pursuant to this Article shall be compensated by the Board under an Employment Insurance Commission of Canada ("E.I.C.") approved supplementary benefit plan for the 2 week waiting period under E.I.C. at a weekly rate equal to 60% of the teacher's weekly insurable earnings under E.I.C. provided that the teacher:
- i) is eligible for Pregnancy or Parental Leave benefits under E.I.C. laws and regulations; and
- ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.C.
- (as further clarification, the weekly supplementary benefit for the 2 week waiting period shall be equal to the weekly benefit received by the teacher from E.I.C. during such leave).

- 10.01 k) No supplementary benefit will be paid under this plan for any week in the waiting period which falls outside the teacher's normal employment period (i.e. July and August if 10 month employment). The supplementary benefit plan shall be subject to approval by E.I.C.

ARTICLE XI: TEACHER FUNDED LEAVES

11.01 a) Description

Teacher Funded Leave Plans have been developed to afford teachers the opportunity of taking a one (1) school year Leave of Absence; and through deferral of salary, finance the Leave.

b) Eligibility

Any teacher who has at least three (3) years seniority with the Board at the time of application is eligible to participate in one of the Plans.

A teacher shall have five (5) years continuous teaching with The Peel District School Board before going on a Teacher Funded Leave.

c) Application and Approval

- i) A teacher wishing to participate in one of the Plans must make written application to the Superintendent of Human Resources Teaching Staff Services on or before January 31st requesting permission to participate in the Plan.
- ii) All teachers wishing to participate in the Plan shall be required to sign a Memorandum of Agreement supplied by the Board before final approval for participation will be granted (Appendix A).
- iii) Selection of teachers for one of the Plans shall be made by the Teacher Funded Leave Committee. This committee shall consist of three (3) teachers appointed by the Local and three (3) Board appointees.
- iv) No more than one hundred and fifty (150) teachers shall be recommended for participation in the Plan in any one year.
- v) No more than one hundred and fifty (150) teachers may take their Leave in any one year.

- 11.01 c) vi) Written acceptance, or denial, of the teacher's request, with explanation, will be forwarded to the teacher by May 1st in the school year the original request was made.

d) Benefits

- i) While a teacher is enrolled in either Plan, and not on leave, any benefit tied to salary level shall be structured according to the salary the teacher would have received had he/she not been enrolled in either Plan.
- ii) A teacher's benefits will be maintained by the Board during the Leave of Absence. However, the premium cost of all benefits, during the year of the Leave, shall be paid by the teacher.
- iii) While on Leave, any benefits tied to salary level shall be structured according to the salary the teacher would have received in the year prior to taking the Leave had the teacher not been enrolled in either Plan.
- iv) Sick Leave Credits shall be accumulated during the year of the Leave.
- v) Ontario Teachers' Pension Plan deductions are to be continued as provided by the current ruling of the Ontario Teachers' Pension Plan Board.

e) Return From Leave

Following the teacher's return to duty there shall be an increment adjustment which acknowledges the year of experience prior to taking the Leave.

f) Withdrawal From the Plan - Repayment

- i) A teacher may withdraw from either Plan any time prior to January 15th of the calendar year in which the Leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board.

- f)
 - ii) Teachers declared Surplus to Region and who are not subsequently recalled as specified in Article XIV, must withdraw from either Plan.
 - iii)
 - A) Should a teacher apply to withdraw from either Plan, the teacher shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan. Repayment shall be made as soon as possible but in any case within thirty (30) days of the teacher's application to withdraw from the Plan, or otherwise if a teacher and the Board so mutually agree. A cancellation fee of \$25.00 shall be deducted from the first payment to the teacher.
 - B) This cancellation fee shall not apply to any teacher who withdraws from either Plan as per Article 11.01 i) i).
- g) Teacher Funded Leave - Deferred
 - i) In each year of the Plan preceding the year of the Leave, a teacher will be paid a reduced percentage of his/her grid salary and any applicable allowances. The remaining percentage of total salary will be deferred and this accumulated amount plus any interest earned shall be retained by the Board to be paid to the teacher in the year of the Leave.
 - ii) The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a True Savings Account, a one (1) year Term Deposit, a three (3) year Term Deposit and a five (5) year Term Deposit. The rates for each of the accounts identified will be those quoted by the bank with which the Board deals.
 - iii) Interest will be paid on the teacher's money during the Leave year on a one time calculation made on August 15th based on deposit at mid point of Leave using the interest rate in ii) above.

- 11.01 g) iv) In the year of the Leave, the Board shall pay to the teacher the total money deferred plus all accrued interest.
- v) The Board shall deduct from this amount any monies required for Income Tax, Employment Insurance, and Canada Pension Plan.
- vi) Payment shall be made to the teacher in accordance with the provisions of Article 24.04 a).
- h) Teacher Funded Leave - Holdback
- i) Deductions are to be made as a percentage of the Total Salary of the teacher for each pay period prior to the Leave.
- ii) The Board shall make an additional deduction of the minimum amount required to permit contribution to the Ontario Teachers' Pension Plan for the year immediately preceding the Leave.
- iii) The salary held back by the Board shall be placed in a Trust Account in the Peel Sheridan Dufferin Educational Credit Union in the teacher's name.
- iv) At the commencement of the Leave, the Board shall authorize the Credit Union to release the Trust Account to the teacher.
- v) The Board shall pay a salary equal to the amount deducted in 11.01 h) ii) to each teacher on this Leave Plan on the first salary payment date for the period of the Leave.
- i) Other
- i) In the event that a suitable replacement cannot be found for a teacher who has been granted a Leave, the Board may defer the year of the Leave. In this instance the teacher may choose to remain in either Plan or receive repayment as outlined in f) iii).

- i) ii) Should i) i) result in a Leave of Absence being taken past the final year of the Teacher's Plan, any monies shall continue to accumulate interest until the Leave of Absence is granted.
- iii) Should the teacher elect to take the Leave in any year prior to the final year of the Plan as set out in the "Memorandum of Agreement, Re: Teacher Funded Leave Plan" the teacher must make application for such change before January 31st of the year of the proposed Leave. Upon approval of the Board for this request, the teacher shall be paid, during the year of the Leave, any monies deferred plus interest accrued. The method of payment to the teacher shall be in accordance with the schedule set out in Article 24.04 a).
- iv) Should a teacher die while participating in either Plan, any monies accumulated, plus interest accrued at the time of death will be paid to the teacher's designated beneficiary or if no beneficiary is designated, to the estate.

ARTICLE XII: ASSIGNMENTS AS VICE-PRINCIPAL OR PRINCIPAL

12.1 Temporary Assignments

A teacher who is placed in an acting position as a vice-principal or principal on a temporary basis for a period of one (1) school year or less shall continue as a member of the bargaining unit and shall continue to accumulate seniority and shall be obligated to pay union dues in accordance with this Agreement during the acting assignment. Upon termination of the acting position, the teacher shall return to the teacher's previous assignment, or if redundancies have occurred in the interim, such other assignment in accordance with Article XIV.

a) Temporary Appointments to Positions of Greater Responsibility

A teacher who is appointed to a temporary or acting position of greater responsibility than he/she currently holds shall be compensated as per Board Policy 38.

12.02 A teacher-in-charge may be appointed by mutual agreement of the teacher and a principal or vice-principal.

ARTICLE XIII: STAFF ALLOCATION COMMITTEES

13.01 ESAAC

The Elementary Staff Allocation Advisory Committee (E.S.A.A.C.) shall be maintained with the following Terms of Reference:

- a) The Committee shall consist of four (4) representatives from the Local, and four (4) members of the Administration and two (2) non-voting half-time Resource Officers. The members of the Committee shall be appointed by their respective authorities by May 15th.
- b) The Committee or its representative(s) may survey teachers as required in order to acquire any needed information.
- c) Any information (such as funding, projected enrolments, in-school staff data, and other staffing information) required by the Committee shall be provided by the Administration.
- d) The Committee shall have regular meetings and/or meetings as required by the Chair.
- e) The Committee shall issue reports for and/or make recommendations to the Board and/or the Local at such times as are deemed appropriate. The distribution and interpretation of all Committee material shall be the prerogative of the Committee.
- f) The Committee may present a joint report or if agreement is not present, a split report.
- g) A staffing formula (for the Region) shall be recommended to the Board prior to the date upon which the Board strikes its budget for implementation in the following September, based on:
 - i) January 31st enrolment projections;
 - ii) all specifically designated elementary staffing grants received from the province for elementary teachers.

- 13.01 h) The Committee is prepared to act as a neutral research resource to both the Local's Negotiations Committee and Board's Negotiations Committee and its Human Resources, Negotiations Advisory Committee.
- i) The Superintendent of Human Resources Teaching Staff Services, in consultation with the Committee, shall determine the allocation of the Regional pool of teachers.
- j) The Committee shall assess its terms of reference as required and make recommendations to the Board's and the Local's Negotiations Committees.
- k) The Committee shall work in concert with the Planning Services Department for long range planning.
- l) Two half-time teacher allocations will be named by the Committee and approved by the Board by June 30th of the current year, to be exempt from full-time teaching duties as of the following September. The payment of the full regular salaries of the person(s) named will be assumed by the Board. Such individuals shall act as a resource to the Committee.
- m) The Committee shall be responsible for informing the system of the Elementary Staff Allocation Model.
- n) The Committee shall recommend class size averages and class size ranges for each elementary division (Grades K-2, Grade 3, and Grades 4-8).
- o) The Committee shall monitor and review class sizes. In the event any classes exceed its recommended class size ranges, the Committee shall investigate the reasons. The Committee may issue reports and recommendations in this regard in accordance with paragraph (e) above.
- p) The Superintendent of Special Education Program Services shall advise the Committee annually with respect to the allocation of special education teachers.

13.02 IN-SCHOOL STAFFING COMMITTEE

- a) Each school shall have an In-school Staffing Committee. The Committee shall normally hold its first meeting within the first two (2) weeks of the school year. This Committee shall include the Principal, the Workplace Steward and an appropriate number of in-school staff representatives elected by the teachers in the school. The number of staff representatives shall be determined by the staff in consultation with the Principal.
- b) The In-school Staffing Committee shall be an advisory body to the Principal in determining:
 - i) the utilization of the teaching staff in the school, including the proportionate assignment of part-time and full-time teachers;
 - ii) the equitable distribution of instructional time and planning time; and
 - iii) in monitoring the level of integration of exceptional pupils into regular classroom programs.
- c) The In-school Staffing Committee shall develop its Terms of Reference, which shall include the provisions of this Article. These Terms of Reference shall be presented annually to the teachers in the school.
- d) It is recognized that the Principal, subject to the authority of the Board and its Administration, has the responsibilities and duties as outlined under the *Education Act* and Regulations. Should the teachers on the In-School Staffing Committee disagree with the Principal, the teachers may appeal to the Superintendent of Schools whose decision shall be final.

13.03 Planning Time

- a) The Board shall employ sufficient teachers to provide every teacher that delivers program directly to students with an average of 140 minutes of planning time per five (5) day cycle. Such planning time shall be during the students' instructional day. Planning time will be provided to individual teachers in blocks of not less than twenty (20) minutes.
- b) A part-time teacher shall receive planning time on a pro-rata basis in exact proportion that the teachers' part-time assignment bears to a full-time assignment.
- c) Planning time is defined as time used for planning and preparation of teacher activities, student evaluation, consultation with supervisors, colleagues, coordinators or resource teachers, or other such duties as may be permitted during such time by Board Policy.
- d) Planning time may be rescheduled in the case of an emergency or when a teacher is required to fill in for another teacher whose absence was not foreseen by the Principal. In such cases the teacher shall be entitled to have time made up as soon as administratively feasible.

ARTICLE XIV: TRANSFER AND SURPLUS

14.01 Definitions

- a) “Voluntary Transfer” - voluntary transfer is a transfer from one assignment to another within the jurisdiction of the Peel District School Board initiated by a teacher.
- b) “Administrative Transfer” - a transfer of a teacher from one school to another within the jurisdiction of the Peel District School Board initiated by the Board.
- c) “Surplus to Region” - a Surplus to Region teacher is a teacher for whom no teaching position will be available in the jurisdiction of the Board in the following school year, and who has received or will receive notice of layoff pursuant to Article 14.03.
- d) “Excess to School” - an Excess to School teacher is a teacher for whom there will be no teaching position at the teacher’s existing school in the following school year, or who exercises their option under Article 14.02 h), but who is not Surplus to Region.
- e) “Regional Seniority List” - the list generated by the Superintendent of Human Resources Teaching Staff Services consisting of the names of teachers in order of seniority as determined in accordance with Article 15.
- f) “Recall List” - a list maintained by the Superintendent of Human Resources Teaching Staff Services, which lists in order of seniority the names of teachers who have been laid off as a consequence of having been declared Surplus to Region.

14.02 General

- a) Nothing in this Article precludes Administrative Transfer from occurring at any time during the school year provided that notice thereof shall have been given pursuant to 14.03 i).

14.02 b) Administrative Transfers by mutual consent of the teacher and the Board may occur at any time with or without prior notice.

c) It is the responsibility of the teacher who has been declared Surplus to Region to inform the Board in writing by registered mail, with proper documentation where applicable, of any changes in qualifications and availability for work whether part-time or full-time.

d) It is the responsibility of each individual teacher to ensure that the teacher's current address is on permanent file with the Board. Any notices required to be given by the Board to the teacher pursuant to this Agreement shall be deemed to have been properly given if:

(i) hand delivered to the teacher by the Superintendent of Schools or an appropriate Board official designated by the Superintendent of Schools with a signature of receipt being obtained by the Board;

OR

(ii) addressed by prepaid registered post to the teacher's last address as filed by the teacher from time to time with the Board;

OR

(iii) sent by electronic mail or facsimile to the address or facsimile number provided by the teacher;

OR

(iv) such other manner as the Board and Local may agree.

Delivery of such notice shall be deemed to have occurred on the date of delivery or in the case of registered mail, three (3) days after the date of mailing.

- 14.02 e) Dates listed in this Article 14, unless specified, shown as “date*” are as per the Peel District School Board “G” memo entitled Elementary Transfer and Surplus Calendar. That Calendar shall be determined annually prior to January 1st. These dates and any subsequent revisions shall be determined by the Superintendent of Human Resources Teaching Staff Services after consultation with the President of the Local or designate.
- f) Teachers shall be declared Surplus to Region in accordance with the procedures set forth in this Article 14, in inverse order of seniority, provided that the remaining teachers are qualified to provide the planned program. Where the Board deviates from the inverse order of seniority because of qualifications, the Board shall consult with the Local regarding the reasons.
- g) Teachers shall be declared Excess to School in inverse order of seniority. Should the remaining teachers lack the qualifications to provide the planned programs, a teacher with less seniority may be retained and the next least senior teacher shall be declared Excess to School.
- h) When it is necessary to declare a teacher Excess to School for a fraction of the teacher’s assignment, the teacher will be given the option of being declared Excess to School for their full assignment at that school, by notifying the Principal in writing, subject to the approval of the Superintendent of Human Resources Teaching Staff Services. Such a teacher may, in the end, be administratively transferred back to the same school.
- i) All teachers, except those declared Surplus to Region, shall have access to all vacancies through Voluntary Transfer.
- j) The Board shall post a regional list of vacancies in each elementary school by date*. At a minimum, this posting shall be updated at least once. At least one posting update shall occur after the Administrative Transfer date.

- 14.02 k) Subject to Article 14.02 l), any teacher who goes on a Leave of Absence or takes a term appointment shall remain on the school staff organization of his/her previous school subject to Article 14. However such teacher shall be included in the staffing process only if the teacher is expected to return from such Leave or term appointment during the following school year. In the event that a teacher is able to return from an extended leave of absence during a school year and the Board intends to transfer the teacher temporarily to another school, the Board shall first consult with the President of the Local. This consultation will include the location and duration of the temporary assignment and the implications for the staffing process.
- l) Article 14.02 k) does not apply to any teacher who is granted permission by the Board to be seconded to a position external to the Board, and any teacher who is appointed as Co-ordinator, Consultant or Resource Teacher pursuant to Article 25.06. Such teachers shall not remain on the school staff of his/her previous school but shall, at the end of such secondment or appointment, return to the system through the Voluntary Transfer Process as outlined in Article 14.03.
- m) The Board has the right to assign teachers to teach programs for which they have the necessary qualifications. The Board shall not exercise this right in an arbitrary or discriminatory manner.
- n) Nothing in this Article 14 or Article 15 shall be interpreted as restricting in any way the Board's right to terminate a probationary teacher in accordance with its rights under Article 8.

14.03 Transfer & Surplus Processes

The following steps of the Transfer and Surplus process in respect of the beginning of the following school year are in sequence.

- a) On or before date* a regional Seniority List based on Article 15 shall be developed and distributed to all Superintendents, Principals, Workplace Stewards and the President of the Local.
- b) On or before date* the total number of teachers required shall be determined by the Board in accordance with the *Education Act*, the regulations thereunder and its funding, and subject to this Agreement.
- c) On or before date* the Superintendent of Human Resources Teaching Staff Services shall determine the number of teachers who will be Surplus to Region in the following school year.
- d) On or before date* all Surplus to Region teachers shall receive notice of layoff.
- e) On or before date*, the Board shall allocate a number of teachers to each elementary school in accordance with Article 13.
- f) On or before date*, teachers who are eligible to do so pursuant to Article 14.02 h) shall make their declaration in writing to the Principal.
- g) On or before date* school organizations shall be developed.
- h) On or before date* the principal of each school shall submit lists of vacancies and the names of teachers to be declared Excess to School to the Superintendent of Schools, who shall forward this information to the Superintendent of Human Resources Teaching Staff Services.

- 14.03 i) On or before date* the principal shall, subject to the approval of the Superintendent of Human Resources Teaching Staff Services, notify those teachers declared Excess to School. Such notice shall advise those teachers that they may be transferred to a school in another municipality should they not obtain a position by way of voluntary transfer.
- j) The Local shall be provided a list of all teachers who are Surplus to Region or Excess to School, and a list of vacancies.
- k) After date* all vacancies shall be filled,
- i) FIRSTLY by voluntary transfer, provided that:
- A) unless by mutual consent of the teacher and the Board, a teacher may voluntarily transfer only once during the school year; but
- B) notwithstanding (A) above, a teacher who has been declared Excess to School and has voluntarily transferred to another location may, if a position becomes available in the school from which they were declared Excess, apply for that position; and
- ii) SECONDLY, an Excess to School teacher without a position by date* shall be Administratively Transferred. A teacher transferred in this manner shall be given access to the Voluntary Transfer process for openings that occur after date* and before date*.
- l) A teacher declared Excess to School who is offered a position in writing by the Superintendent of Human Resources Teaching Staff Services shall have three (3) school days to accept the position, failing which the Board shall have no further obligation to the teacher and the teacher shall be deemed to have resigned.

14.04 Recall

- a) The Board may rescind lay off notices of Surplus to Region teachers any time prior to their effective date. Once their layoff notices are rescinded, these teachers shall have access to all posted vacancies.
- b) Surplus to Region teachers shall be placed on the Recall List.
- c) Teachers on the Recall List shall be recalled in order of seniority when the Board determines that there are vacancies to be filled, provided that the senior teacher is qualified to provide the planned program for the available position. Such vacancies shall be filled by Administrative Transfer.
- d) If a teacher on the Recall List is offered a position at least equivalent in teaching time to the position held at the time of layoff and the teacher rejects the position or fails to report for work within five (5) working days from the date notified, the Board shall remove the teacher from the Recall List, and the Board shall have no further obligation to the teacher.
- e) Teachers shall remain on the Recall List for a maximum period of twenty-six (26) consecutive months from the effective date of layoff.
- f) Teachers on the Recall List shall be placed on the elementary Occasional Teacher List. Acceptance of an Occasional teaching assignment, including Long Term Occasional assignments, shall not prejudice the teacher's right to be recalled. A teacher who has accepted an Occasional assignment shall not be offered a position in the bargaining unit until the occasional assignment is concluded if the offered position would conflict. Such a position shall be offered to the next highest teacher on the Recall List.
- g) A teacher on the Recall List who is not available due to valid health reasons shall maintain their position on the Recall List. The teacher shall not be offered a position with the Board until such time as a medical certificate indicating the teacher's fitness to return to work has been filed with the Board.

14.05 Reinstatement

A teacher who has been recalled to a vacancy with the Board from the Recall List within two (2) calendar months of the effective date of the teacher's lay-off shall be credited with teaching experience and a sick leave balance as though his/her employment had been uninterrupted.

14.06 Excess to a School in the Fall Term

Notwithstanding Articles 14.02 and 14.03, the transfer of a Teacher, in September, that is required as a result of fluctuations in enrolment will be carried out by Administrative Transfer initiated by the Superintendent of Human Resources Teaching Staff Services after consultation with the President of the Local. The process for September Re-organization shall follow the procedure laid out in the E1 memo developed after consultation with the President of the Local.

ARTICLE XV: SENIORITY

- 15.01 The Board shall, in consultation with the Local, develop a list of all teachers in the employ of the Board as at August 31, 1998 in order of their acquired seniority as of that date. Such acquired seniority shall be calculated and the order of seniority shall be established in accordance with Article 18.03 of the 1993 to 1996 collective agreement. For all teachers employed by the Board as of August 31, 1998, their relative order of seniority so determined shall be frozen for the duration of their employment under this Agreement.
- 15.02 The following seniority system will take effect for teachers having a Start Date on or after September 1, 1998.
- 15.03 Seniority shall be the length of service with the Peel District School Board as a teacher in the Bargaining Unit from the first school day for which they are paid (Start Date), subject to Article 15.10.
- 15.04 The list shall be rank ordered such that the most senior teacher is at the top of the list and the most junior is at the bottom.
- 15.05 Teachers hired on or after September 1, 1998 shall be added to the seniority list based on the first school day for which they are paid.
- 15.06 In the event that two or more teachers referred to in Article 15.05 have the same Start Date, their order on the seniority list shall be determined as follows:
- a) in order of the teacher's total teaching experience as a member of the Union (excluding any occasional teaching experience); then
 - b) the teachers who remain tied with one another shall be randomly ordered by the Human Resources Department with the use of computer technology.

It is understood and agreed that the onus is on the teacher to provide all relevant information concerning such prior experience to the Board within three (3) months of the teacher's Start Date.

- 15.07 The Seniority List shall contain the teacher's name, work location, level of position and regional seniority number.

- 15.08 The Board shall draw up a Seniority List current as of January 15th of each year and published no later than January 31st. The List shall be posted in every Peel elementary worksite. In addition, a copy of the List shall be sent to the Local at the same time.
- 15.09 A teacher shall have ten (10) working days to query his/her position on the Seniority List by stating the reasons for the query, and providing documentation where necessary, to the Superintendent of Human Resources Teaching Staff Services, who shall review each query and revise the teacher's placement if this is warranted after consultation with the Local. The revised List shall be posted and mailed as in Article 15.08 above.
- 15.10 If a teacher leaves the bargaining unit and later returns, the teacher shall be credited with the seniority held at the time the teacher left the bargaining unit, and the teacher's Start Date for seniority purposes shall be adjusted accordingly. The onus shall be on the teacher to provide evidence satisfactory to the Board and the Local regarding the seniority held at the time the teacher left the bargaining unit.

ARTICLE XVI: NOTICE OF RESIGNATION OR RETIREMENT

- 16.1 It is understood and agreed that the teachers should notify the Board at the earliest opportunity when they plan to leave the employ of the Board. Accordingly, where a teacher intends to terminate the teacher's employment with the Board for any reason, including resignation or retirement:
- a) the teacher shall give not less than thirty (30) days notice; provided that
 - b) the teacher shall give notice on or before May 31st when the teacher intends to leave the employ of the Board before the start of the following school year; however
 - c) the Board may waive the notice requirements under 16.01 (a) or (b).

ARTICLE XVII: EXPENSE ALLOWANCE

- 17.01 All teachers shall be paid a travel allowance based on mileage according to Board Policy while on official Board business. Such allowance shall not include the normal travel to and from one's place of residence and the school.
- 17.02 Any itinerant teacher, in addition to any allowances received above, shall receive mileage as per Board Policy for the distance travelled between the schools during the day.

ARTICLE XVIII: LIAISON COMMITTEE

- 18.01 a) A Local/Board Committee composed of a maximum of three (3) members for each party shall be established to meet, when mutually agreed to by the parties, to attempt to solve problems or issues arising out of the terms of this Agreement.
- b) The Local/Board Committee will not meet from the time negotiations commence for the renewal of the Agreement until a new Agreement is signed by the parties.
- c) For the purpose of this Article, negotiations shall be deemed to commence upon serving of notice to bargain by either party.

ARTICLE XIX: SCHOOL YEAR / LUNCH

19.01 School Year

- a) The length of the school year shall be equal to the minimum number of days required under the *Education Act* and the regulations.
- b) The Board shall designate a school year with a minimum of one hundred and ninety (190) instructional days and the remaining school days shall be Professional Activity days.

19.02 Lunch Break

Each teacher shall be entitled each school day to a continuous period of not less than forty (40) minutes for lunch free from assigned duties.

19.3 Extra Curricular Activities

The Union recognizes the importance of extra curricular activities. The Board values the voluntary work of the teachers in extra curricular activities with students and is committed to providing an environment in which their voluntary contribution can enhance students' school life.

ARTICLE XX: HEALTH AND SAFETY

20.01 The parties recognize that teachers, the Local and the Board have rights and obligations with respect to protecting the health and safety of workers, under *The Occupational Health and Safety Act*, which is administered by the Ontario Ministry of Labour.

The parties agree to work co-operatively for the protection of the health and safety of all elementary teachers.

The parties agree to continue to participate in the Joint Health and Safety Committee, which shall meet at least once every three (3) months.

20.02 A teacher who is a worker under *The Occupational Health and Safety Act* may make a request through the workplace Health and Safety Representative to the Principal/Supervisor that an investigation be conducted if the teacher believes there exists or could exist some aspect of the workplace's physical environment that constitutes a hazard to the teacher's health or safety. A copy of such a request shall be given to the Board's Health and Safety Officer.

20.03 The Principal/Supervisor upon receipt of a request under 20.02, shall cause an investigation to be conducted within twenty-one (21) working days, unless it is impossible to do so, and shall notify the teacher and workplace Health and Safety Representative of the results.

ARTICLE XXI: NO DISCRIMINATION

- 21.01 Neither the Board, the Union, the Local nor a teacher shall discriminate in their employment against any employee of the Board on any ground prohibited by the *Ontario Human Rights Code* or the *Ontario Labour Relations Act*.
- 21.02 The Board, the Union, the Local and the teachers recognize that a teacher has the right to freedom from sexual harassment and any other form of harassment in the workplace prohibited by the *Ontario Human Rights Code*.
- 21.03 The Board, the Local and the Union recognize that they all have a duty to accommodate individuals in accordance with the *Ontario Human Rights Code* and hereby confirm their agreement to comply with such obligations.

ARTICLE XXII: CONTINUING EDUCATION TEACHERS

22.01 It is the desire of both parties to specify within this Article the entitlement to salary, allowances and other mutually agreed items of "Continuing Education Teachers", as that term is defined by the *Education Act*, while employed by the Board to teach an elementary school course. For the purpose of clarity, this Article shall not apply to Continuing Education Teachers employed by the Board to teach any other courses and shall not apply to Continuing Education Instructors as that term is defined by the *Education Act*. The provisions of this Article shall constitute the entire agreement of the parties regarding Continuing Education Teachers. No other provisions of the Agreement between the parties shall apply to Continuing Education Teachers unless expressly indicated otherwise in this Article.

22.02 Where a conflict appears between a provision of this Article and a provision of the remainder of the Agreement, the provision of this Article prevails.

22.03 The following other clauses of the Agreement shall apply to Continuing Education Teachers:

Article I - Purpose

Article III - Scope and Recognition

Article IV - Duration, Amendment and Renewal

Article VI - No Strikes or Lockouts

Article VII - Grievance Procedure

Article IX - Management Rights

Article XX - Health and Safety

Article XXI - No Discrimination

22.04 Leaves with Pay

A Continuing Education Teacher shall be entitled to a leave of absence with pay on a maximum of two (2) days in each contract term for bereavement leave, illness, or compassionate leave provided that the teacher arranges and ensures that they are replaced with another duly qualified teacher. Such days shall not accumulate beyond the contract term. Such replacement teachers shall be paid by the Board in accordance with this Article.

22.05 Medical Procedures

The Board shall distribute a copy of its Operating Procedures for administration of prescribed medication to pupils in schools and procedures for health support services to each Continuing Education Teacher.

22.06 Salary Schedule

Continuing Education Teachers shall be paid rates of pay in accordance with the following schedule:

| | |
|------------------------|------------------|
| Teachers | \$35.00 per hour |
| Co-ordinator | \$5,000 |
| Assistant Co-ordinator | \$3,378 |

The above rates include vacation pay under the *Employment Standards Act*.

22.7 Suspension and Discharge

Notwithstanding Article 9.02 b) and 22.03 of this Agreement, the Union recognizes and accepts that it is the right of the Board to suspend with or without pay, discharge or otherwise discipline Continuing Education Teachers for reasons provided in writing.

ARTICLE XXIII: CATEGORY DEFINITIONS

23.1 Article 2.03, 2.04, 2.05, 24.04 and Articles 23.01 through 23.05 of the Collective Agreement that expired August 31, 2000 shall remain in effect during the 2000-2001 school year and are deemed to form part of this Collective Agreement until August 31, 2001.

23.2 Placement on the Salary Grid – Pay Equity

Effective upon the implementation of Schedule C (i.e. January 1, 1992) a teacher who was formerly in Category 1, 2 or 3 (QECO D,C,B) shall move to the actual experience step in Category A (QECO D,C,B) but shall not move beyond the penultimate experience step of Category A (QECO D,C,B) except as follows:

- a) A teacher who has under the terms of the Parties' Agreement qualified to move to Category 4, 5, 6 or 7 (QECO A1, A2, A3, or A4) shall do so; or
- b) A teacher who has successfully completed the course requirements listed in paragraph b) i), ii) or iii), shall move to the maximum of Category A (QECO D,C,B) on September 1 or January 1 provided course requirements are completed prior to September 1 or January 1 respectively. No acceptable course shall be included which has been used in any way whatsoever by the teacher for Category ranking or other salary purposes under the terms of the Parties' Agreement. Movement shall take place as follows:
 - i) In the case of a teacher qualified in accordance with the Agreement to be placed in Category 3 (QECO B), five acceptable courses at least four of which must have been completed since January 1, 1990.
 - ii) In the case of a teacher qualified in accordance with the Agreement to be placed in Category 2 (QECO C), seven acceptable courses at least five of which must have been completed since January 1, 1990.

- b)
 - iii) In the case of a teacher qualified in accordance with the Board's Agreement to be placed in Category 1 (QECO D), nine acceptable courses at least six of which must have been completed since January 1, 1990.
 - c) Acceptable courses shall be defined as university courses, Ontario Ministry of Education courses, certificates or diplomas used for Category placement under the terms of the Parties' Agreement.
- 23.3 Effective in the 2001-2002 school year, teachers shall be placed in categories for the purposes of the salary grid based on QECO 4.
- 23.4 No teacher who was evaluated for placement purposes under the category definitions that were in place in December 2000 shall have his/her placement reduced because of QECO 4.
- 23.5 All teachers applying for a change in category shall submit to QECO all materials required by QECO for purposes of category placement by April 30, 2001. Teachers who submit all required materials by April 30, 2001 shall be paid based on their QECO 4 rating effective September 1, 2001 provided that the teacher gives the Board an original copy of the QECO certification no later than August 31, 2001. All teachers other than those whose QECO placement changes as a result of courses taken in the Summer of 2001 and who give the Board an original copy of their QECO certification after August 31, 2001 but before December 31, 2001 shall be paid based on their QECO 4 rating effective the date the teacher submits their QECO 4 certification to the Superintendent of Human Resources Teaching Staff Services. All teachers whose QECO placement changes as a result of courses taken in the Summer of 2001 shall be paid based on their new QECO 4 rating effective September 1, 2001, provided that the teacher gives the Board an original copy of the QECO certification no later than December 31, 2001. It is understood that additional teachers may be required to obtain confirmation of their QECO category placement in the event the Ministry of Education and Training requires it for purposes of confirming grants to the Board.

- 23.6 Effective starting in the 2002/2003 school year, a teacher who, before the beginning of a school year, has all the conditions required for a certificate of a higher category level pursuant to QECO 4, is entitled to be paid at the higher category level as of September 1st of the school year, provided that such teacher provides the Board with written proof of the change by no later than the last school day before December 31st. Otherwise the teacher's level shall be changed effective the following September. The Board has discretion to extend the deadline in extenuating circumstances, caused by QECO procedures, where the teacher provides the Board with evidence that QECO received all required information prior to October 31st.
- 23.7 It is agreed that this Article 23 fulfills the Board's obligations under the Pay Equity Act.

ARTICLE XXIV: SALARY SCHEDULE

24.01 Each teacher shall receive from the Board a basic salary determined by the Teacher Experience Schedule, and in addition, any allowance(s) due under Articles XXV and XVII. Together, this basic salary and these allowances shall be called the "total salary" of the teacher.

24.02 A teacher's annual rate of basic salary shall be as follows:

Salary Schedule - September 1, 2000

| Years Experience | <u>A</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> |
|---------------------|----------|----------|----------|----------|----------|
| 0 | 30,650 | 31,876 | 34,465 | 37,053 | 39,641 |
| 1 | 32,966 | 34,465 | 37,053 | 39,641 | 42,229 |
| 2 | 35,350 | 37,053 | 39,641 | 42,229 | 44,818 |
| 3 | 37,666 | 39,641 | 42,229 | 44,818 | 47,406 |
| 4 | 39,982 | 42,229 | 44,818 | 47,406 | 49,994 |
| 5 | 42,298 | 44,818 | 47,406 | 49,994 | 52,582 |
| 6 | 44,681 | 47,406 | 49,994 | 52,582 | 55,171 |
| 7 | 46,997 | 49,994 | 52,582 | 55,171 | 57,759 |
| 8 | 49,313 | 52,582 | 55,171 | 57,759 | 60,347 |
| 9 | 53,195 | 55,171 | 57,759 | 60,347 | 62,935 |
| 10 | 57,759 | 57,759 | 60,347 | 62,935 | 65,524 |
| 11 | | | | | 68,112 |

POSITIONS OF RESPONSIBILITY

| Years Experience | <u>Co-ordinators</u> |
|---------------------|----------------------|
| 0 | 74,923 |
| 1 | 76,967 |
| 2 | 79,010 |
| 3 | 81,053 |
| 4 | 83,097 |

Salary Schedule - April 1, 2001

| Years Experience | <u>A</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> |
|---------------------|----------|----------|----------|----------|----------|
| 0 | 30,957 | 32,195 | 34,809 | 37,423 | 40,038 |
| 1 | 33,296 | 34,809 | 37,423 | 40,038 | 42,652 |
| 2 | 35,704 | 37,423 | 40,038 | 42,652 | 45,266 |
| 3 | 38,043 | 40,038 | 42,652 | 45,266 | 47,880 |
| 4 | 40,381 | 42,652 | 45,266 | 47,880 | 50,494 |
| 5 | 42,720 | 45,266 | 47,880 | 50,494 | 53,108 |
| 6 | 45,128 | 47,880 | 50,494 | 53,108 | 55,722 |
| 7 | 47,467 | 50,494 | 53,108 | 55,722 | 58,336 |
| 8 | 49,806 | 53,108 | 55,722 | 58,336 | 60,951 |
| 9 | 53,727 | 55,722 | 58,336 | 60,951 | 63,565 |
| 10 | 58,336 | 58,336 | 60,951 | 63,565 | 66,179 |
| 11 | | | | | 68,793 |

POSITIONS OF RESPONSIBILITY

| Years Experience | <u>Co-ordinators</u> |
|---------------------|----------------------|
| 0 | 75,672 |
| 1 | 77,736 |
| 2 | 79,800 |
| 3 | 81,864 |
| 4 | 83,927 |

Salary Schedule – August 31, 2001

| Years Experience | <u>A</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> |
|---------------------|----------|----------|----------|----------|----------|
| 0 | 31,112 | 32,356 | 34,983 | 37,611 | 40,238 |
| 1 | 33,462 | 34,983 | 37,611 | 40,238 | 42,865 |
| 2 | 35,882 | 37,611 | 40,238 | 42,865 | 45,492 |
| 3 | 38,233 | 40,238 | 42,865 | 45,492 | 48,119 |
| 4 | 40,583 | 42,865 | 45,492 | 48,119 | 50,747 |
| 5 | 42,934 | 45,492 | 48,119 | 50,747 | 53,374 |
| 6 | 45,354 | 48,119 | 50,747 | 53,374 | 56,001 |
| 7 | 47,705 | 50,747 | 53,374 | 56,001 | 58,628 |
| 8 | 50,055 | 53,374 | 56,001 | 58,628 | 61,255 |
| 9 | 53,996 | 56,001 | 58,628 | 61,255 | 63,883 |
| 10 | 58,628 | 58,628 | 61,255 | 63,883 | 66,510 |
| 11 | | | | | 69,137 |

POSITIONS OF RESPONSIBILITY

| Years Experience | <u>Co-ordinators</u> |
|---------------------|----------------------|
| 0 | 76,051 |
| 1 | 78,125 |
| 2 | 80,199 |
| 3 | 82,273 |
| 4 | 84,347 |

Salary Schedule – September 1, 2001

| <u>QECCO Cat</u> | <u>D,C,B</u> | <u>A1</u> | <u>A2</u> | <u>A3</u> | <u>A4</u> |
|--------------------|--------------|-----------|-----------|-----------|-----------|
| <u>Yrs of Exp.</u> | <u>A</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> |
| 0 | 31,578 | 32,841 | 35,508 | 38,175 | 40,841 |
| 1 | 33,964 | 35,508 | 38,175 | 40,841 | 43,508 |
| 2 | 36,420 | 38,175 | 40,841 | 43,508 | 46,174 |
| 3 | 38,806 | 40,841 | 43,508 | 46,174 | 48,841 |
| 4 | 41,192 | 43,508 | 46,174 | 48,841 | 51,508 |
| 5 | 43,578 | 46,174 | 48,841 | 51,508 | 54,174 |
| 6 | 46,034 | 48,841 | 51,508 | 54,174 | 56,841 |
| 7 | 48,420 | 51,508 | 54,174 | 56,841 | 59,508 |
| 8 | 50,806 | 54,174 | 56,841 | 59,508 | 62,174 |
| 9 | 54,806 | 56,841 | 59,508 | 62,174 | 64,841 |
| 10 | 59,508 | 59,508 | 62,174 | 64,841 | 67,507 |
| 11 | | | | | 70,174 |

POSITIONS OF RESPONSIBILITY

| <u>Years</u> <u>Experience</u> | <u>Co-ordinators</u> |
|-----------------------------------|----------------------|
| 0 | 77,191 |
| 1 | 79,297 |
| 2 | 81,402 |
| 3 | 83,507 |
| 4 | 85,612 |

Salary Schedule – April 1, 2002

| <u>QECCO Cat</u> | <u>D,C,B</u> | <u>A1</u> | <u>A2</u> | <u>A3</u> | <u>A4</u> |
|--------------------|--------------|-----------|-----------|-----------|-----------|
| <u>Yrs of Exp.</u> | <u>A</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> |
| 0 | 31,736 | 33,006 | 35,686 | 38,366 | 41,046 |
| 1 | 34,134 | 35,686 | 38,366 | 41,046 | 43,726 |
| 2 | 36,602 | 38,366 | 41,046 | 43,726 | 46,405 |
| 3 | 39,000 | 41,046 | 43,726 | 46,405 | 49,085 |
| 4 | 41,398 | 43,726 | 46,405 | 49,085 | 51,765 |
| 5 | 43,796 | 46,405 | 49,085 | 51,765 | 54,445 |
| 6 | 46,264 | 49,085 | 51,765 | 54,445 | 57,125 |
| 7 | 48,662 | 51,765 | 54,445 | 57,125 | 59,805 |
| 8 | 51,060 | 54,445 | 57,125 | 59,805 | 62,485 |
| 9 | 55,080 | 57,125 | 59,805 | 62,485 | 65,165 |
| 10 | 59,805 | 59,805 | 62,485 | 65,165 | 67,845 |
| 11 | | | | | 70,525 |

POSITIONS OF RESPONSIBILITY

| <u>Years</u> | <u>Co-ordinators</u> |
|-------------------|----------------------|
| <u>Experience</u> | |
| 0 | 77,578 |
| 1 | 79,693 |
| 2 | 81,809 |
| 3 | 83,925 |
| 4 | 86,041 |

Salary Schedule – August 31, 2002

| <u>QECO Cat</u> | <u>D,C,B</u> | <u>A1</u> | <u>A2</u> | <u>A3</u> | <u>A4</u> |
|--------------------|--------------|-----------|-----------|-----------|-----------|
| <u>Yrs of Exp.</u> | <u>A</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> |
| 0 | 31,895 | 33,171 | 35,864 | 38,558 | 41,251 |
| 1 | 34,305 | 35,864 | 38,558 | 41,251 | 43,944 |
| 2 | 36,786 | 38,558 | 41,251 | 43,944 | 46,638 |
| 3 | 39,196 | 41,251 | 43,944 | 46,638 | 49,331 |
| 4 | 41,605 | 43,944 | 46,638 | 49,331 | 52,024 |
| 5 | 44,015 | 46,638 | 49,331 | 52,024 | 54,718 |
| 6 | 46,496 | 49,331 | 52,024 | 54,718 | 57,411 |
| 7 | 48,906 | 52,024 | 54,718 | 57,411 | 60,105 |
| 8 | 51,316 | 54,718 | 57,411 | 60,105 | 62,798 |
| 9 | 55,356 | 57,411 | 60,105 | 62,798 | 65,491 |
| 10 | 60,105 | 60,105 | 62,798 | 65,491 | 68,185 |
| 11 | | | | | 70,878 |

POSITIONS OF RESPONSIBILITY

| <u>Years</u> <u>Experience</u> | <u>Co-ordinators</u> |
|-----------------------------------|----------------------|
| 0 | 77,966 |
| 1 | 80,092 |
| 2 | 82,218 |
| 3 | 84,345 |
| 4 | 86,471 |

24.03 Teaching experience is deemed to mean:

- a)
 - i) experience obtained subsequent to the completion of professional training deemed satisfactory to standards established by the Ontario Ministry of Education or the Ontario College of Teachers, as the case may be;
 - ii) experience in teaching in Canada as an elementary or secondary teacher or such other experience in teaching that the Board in its discretion considers equivalent thereto.
- b) A teacher's position on the salary schedule will advance one year of experience for each of the following, subject to Article 28.07.
 - i) After one year (September to June) of teaching in a public elementary or secondary school or in universities and private schools under the supervision of the Ministry of Education or equivalent experience approved by the Director of Education or designate.
 - ii) A staff member who has been granted a leave of absence for a program approved in advance by the Director of Education or designate of the Board which is designed to:
 - A) upgrade qualifications;
 - B) do post-graduate work or to undertake a year of travel relevant to his/her classroom work while on leave of absence from the Board. (A year shall be at least ten months.)
 - iii) If a teacher has taught a fraction of a full year, then the number of years teaching experience shall be calculated by pro-rating the exact number of days worked by the teacher in the school year, in exact proportion to the total number of school days in that school year. Any fraction of cumulative teaching experience which is equivalent to .500 or more shall be counted as one year.

- 24.03 b) iv) Notwithstanding the above a teacher who has a part-time schedule will be given credit for experience on a pro-rata basis according to actual time worked.
- c) i) Seventeen weeks of leave of absence for Pregnancy Leave and/or eighteen weeks of Parental Leave will be credited in determining the position of a teacher on the salary schedule.
- ii) For Pregnancy Leaves or Parental Leaves taken by a teacher in respect of a child born or a child which comes into the custody, care and control of the teacher for the first time on or after December 31, 2000, up to seventeen (17) weeks of Pregnancy Leave, and up to thirty-five (35) weeks of Parental leave for a teacher who took a Pregnancy leave or up to thirty-seven (37) weeks of Parental leave for other teachers, will be credited in determining the position of a teacher on the salary schedule.
- d) All previously recognized experience will continue to be recognized by The Peel District School Board, except where errors have occurred.

24.04 Method of Payment

- a) Effective January 1, 1999, salaries shall be paid in accordance with Board procedures on an even bi-weekly 12 month pay schedule.
- b) The Board shall deposit the teacher's earnings at a bank designated by the teacher.
- c) Teachers who are to be paid for less than the full school year shall be paid salary in the proportion that the total number of school days for which the teacher performs his/her duties in the school year compares to the total number of school days in the school year.

- 24.05 a) The establishment of new classifications other than the ones categorized in this Agreement shall not be undertaken without prior discussion concerning the salaries, allowances, seniority and transfer rights for these positions.
- b) Such discussions shall be held between the Director of Education or designate and the President of the Local or designate.

ARTICLE XXV: ALLOWANCES

25.01 Allowances for the degrees not used in the teacher's QECO 4 rating shall be as follows:

| | <u>Sept. 1/98</u> |
|---|-------------------|
| Doctorate | \$1,178 |
| Master of Arts | 883 |
| Master of Education | 883 |
| Bachelor of Paedogogy | 374 |
| Bachelor of Education (U. of T. prior to 1971) | 124 |
| Bachelor of Education (after 1971) | 124 |
| A.R.C.T. | 498 |
| | (or 5 credits) |

The allowance for the Bachelor of Education after 1971 will only be paid to recipients of the Bachelor of Education degree received extramurally through a four-course program of a Faculty of Education of an accredited Ontario University.

25.02 The courses required for the degrees listed in Article XXV, 25.01 may later be used to obtain a higher level under QECO 4, and if so used, shall not be eligible for the allowance for an additional degree.

25.03 i) Allowances for post-graduate or extra degree shall apply to one post-graduate degree only.

ii) The allowance for the doctorate is to apply to all teachers, in keeping with Article 25.01.

iii) The allowances for post-graduate degrees shall not apply to Co-ordinators, except as allowed under Article XXV, 25.03 ii).

25.04 For auxiliary class certificates, in full-time use in Peel as of April 29th, 1974:

| | |
|--------------|-------|
| Elementary | \$331 |
| Intermediate | 420 |
| Specialist's | 578 |

25.05 Support Staff

Associate - Psychology Department: category + \$2730 + \$500 for certification as a registered Psychologist

Assistant - Psychology Department: category + \$1365 + \$500 for certification as a registered Psychologist

1. This salary schedule is for a ten-month work year. The holidays of the staff members of the Psychology Department are to be rotated to provide "on-call" staffing for special needs during July and August.

25.06 Co-ordinators, Consultants and Resource Teachers

The salary schedules for Co-ordinators, Consultants and Resource Teachers are determined as per Article XXIV. Consultants and Resource Teachers shall receive the following allowances in addition to their salary as determined by Article XXIV:

September 1, 2000

- Consultants - teaching experience schedule plus \$4,570.
- Resource Teacher - teaching experience schedule plus \$4,570.

September 1, 2001

- Consultants - teaching experience schedule plus \$4,684.
- Resource Teacher - teaching experience schedule plus \$4,684.

ARTICLE XXVI: BENEFIT PLANS

- 26.01 a) There shall be a committee comprised of two (2) members appointed by the teachers, and two (2) members appointed by the Board. This Benefit Committee shall meet, on request of either party, to discuss issues of mutual concern regarding benefits and to determine how to implement the Board's cost contribution limit set forth in 26.01 b). For this purpose the Benefit Committee shall be provided with such information as it determines it requires.
- b) Notwithstanding Articles 26.02, 26.03 and 26.04, effective September 1, 2000 the cumulative maximum annual cost which the Board shall incur for the benefit plans referred to in these Articles shall be equal to \$2,565 per Teacher (F.T.E.), based on the number of F.T.E. Teachers employed as of September 30 of each school year. Pursuant to decisions made by the Benefit Committee under Article 26.01 a), any additional cost incurred to provide the said benefit plans during the 2000-2001 or subsequent school years, as certified by the Board's actuaries, shall be borne by the Teachers.

26.02 Group Life and Accidental Death and Dismemberment Insurance

- a) Participation in the Group Life Plan is a condition of employment.
- b) Subject to Article 26.01 b), the Board shall assume 100% of the premium cost of up to three (3) times a teacher's annual salary computed to the nearest \$500.
- c) To determine the individual insurance coverage in force, all teachers will have the option of one (1) times or three (3) times salary computed to the nearest \$500.
- d) A teacher shall have the option to purchase, at the teacher's expense, additional life insurance coverage, up to four (4) or five (5) times annual salary, subject to the rights of the insurer.

26.03 Extended Health Benefits

Subject to Article 26.01 b), the Board shall assume 100% of the premium cost.

26.04 Dental Plan

Subject to Article 26.01 b), the Board shall assume 100% of the premium cost of the dental plan (ODA fee schedule to be determined by the Benefit Committee).

26.05 a) Effective September 1st, 1985, the benefit plans in Articles 26.02, 26.03 and 26.04 will be available to part-time teachers on a pro-rata basis with the Board paying the proportionate amount of the premium costs in accordance with the teacher's work schedule. The teacher will be responsible for the teacher's portion of the premium costs.

b) Article 26.05 a) does not apply to teachers who:

- i) are employed by the Board on a part-time assignment or are on a leave of absence from a part-time assignment as of August 31st, 1985, and
- ii) remain on a part-time assignment subsequent to August 31st, 1985.

26.06 Long Term Disability

The Board shall administer an L.T.D. plan. All teachers commencing employment with the Board effective on or after September 1, 1991, shall as a condition of employment participate in the L.T.D. plan.

The teachers shall assume 100% of the premium costs which shall include an administration fee of not more than 4% to be paid to the Board.

26.7 Benefits Upon Retirement

Upon retirement from the Board, a teacher with ten (10) years or more of continuous service with the Board or its predecessors may elect to continue to participate in such Benefit Plans as determined by the parties' Benefit Committee until the teacher reaches the age of 65. The retired teacher shall assume the full cost of the premiums.

26.08 Retirement Allowance

- a) This provision for retirement allowance shall apply to all teachers employed by the Board under this collective agreement.
- b) Such a teacher who has completed ten (10) years or more continuous service from the most recent date of hire with the Board or its predecessors, and has attained the age of retirement, and who upon leaving the Board is immediately eligible to receive pension payments as a participating member of the Ontario Teachers' Pension Plan, shall be entitled to an allowance on retirement.
- c) The amount of the allowance payable shall be calculated as follows for accumulated years of service with the Board that qualify for step placement:
 - i) for ten years' service - 20% of the annual salary being paid at the time of retirement;
 - ii) for each additional year of service - 2% of the annual salary being paid at the time of retirement;
 - iii) effective January 1, 1999, the foregoing amount shall be multiplied by the number of sick leave days standing to the credit of the teacher at the time of retirement, to a maximum of 200, and then divided by 200;
 - iv) the maximum amount payable shall be 50% of the annual salary being paid at the time of retirement.
- d) The allowance will be paid, wholly or in part, in the year of retirement or in the three years following, at the discretion of the teacher.

- 26.08 e) In the event of the death of the teacher any unpaid portion of the allowance owing shall be paid into the estate of the deceased.

26.09 Early Retirement Incentive Plan (E.R.I.P)

The following Early Retirement Incentive Plan option shall be granted to a teacher who, as of the date of retirement, has completed ten (10) years or more continuous service from the most recent date of hire with the Board or its predecessors who makes application for the E.R.I.P., on the appropriate form supplied by the Board, when a teacher is immediately eligible to receive pension payments as a participating member of the Ontario Teachers' Pension Plan and when one of the following criteria apply:

- a) the teacher has attained the 90 factor (number of years of credit in the fund plus age equals 90); or
- b) the teacher has not attained the 90 factor but has attained the age of 55.

Notwithstanding the foregoing, from July 1, 1999 until December 31, 2002 "the 90 factor" in paragraphs (a) and (b) shall be replaced with "the 85 factor".

- 26.10 a) For teachers who meet the criteria in 26.09 a), the sum payable shall be:
- i) \$10,000 if retirement is taken in the first year of eligibility.
 - ii) \$6,000 if retirement is taken in the second year of eligibility.
 - iii) \$4,000 if retirement is taken in the third year of eligibility.
 - iv) \$2,000 if retirement is taken at least one year earlier than the mandatory retirement age.
- b) For teachers who meet the criteria in 26.09 b), the sum payable shall be:
- i) \$10,000 if retirement is taken at or before age 60.
 - ii) \$6,000 if retirement is taken at age 61.
 - iii) \$4,000 if retirement is taken at age 62.
 - iv) \$2,000 if retirement is taken at age 63 or at least one year earlier than the mandatory retirement age.

- 26.11 Payment of the Early Retirement Incentive shall be made on the first regular pay date in January following the date of retirement if application for same is received on the appropriate form supplied by the Board, when notice of retirement is given. Alternative arrangements for payments may be made, providing the request is made in writing at the time of application and the Board agrees to the method proposed.
- 26.12 The basic condition of the plan shall be that any costs to the Board of the use of this plan shall be offset by savings realized by the replacement teacher being at a lower salary.
- 26.13 It is understood and agreed that the E.R.I.P. as outlined above does not apply, and no retirement incentive payment will be made, to a teacher who has reached the retirement age of sixty-five (65).

ARTICLE XXVII: LEAVES - SICK LEAVES

27.01 Cumulative Sick Leave Credit Plan

- a) The Board shall provide a Cumulative Sick Leave Plan, the administration being vested in the Director.
- b) The maximum number of credit days under the plan shall be twenty (20) per school year to a maximum of three hundred (300). Credits shall be accumulated for part-time teachers on a pro-rata basis.
- c) By the 15th of October each year, a teacher shall receive an up-to-date statement of his/her cumulative sick leave credits, correct to the first teaching day in September, duly certified by the Director. On each subsequent pay for the remainder of the year, a statement of current cumulative sick leave credits shall be provided to each teacher, correct to the nearest one-half day, reported on the Employee's Statement of Earnings and Deductions.
- d) When a teacher leaves the employ of the Board prior to the 30th of June of any year, he/she shall be entitled to receive a statement of his/her cumulative sick leave duly certified by the Director.
- e) The maximum number of sick leave credits transferable for teachers newly employed in Peel shall not exceed the limit established in Article 27.01 (b).
- f) In the event of a teacher's re-employment, the Director of Education shall reinstate the accumulated credits standing to the accumulation of that teacher provided that there has been no intervening employment that interrupts the continuity of the employment in which the sick leave credits are accumulated or in which Ontario Teachers' Pension Plan contributions are maintained.
- g) At the beginning of each school year, each teacher in the Board's employ on a ten (10) month basis shall receive twenty (20) sick leave credits.

27.02 Eligibility for Benefits

A one (1) day sick leave credit may be used for each full day lost when the Board is satisfied that the absence is due to illness. Sick leave credit usage shall be pro-rated for partial days lost.

27.03 Medical Certificate

- a) For a period of illness a teacher shall be required to file a medical certificate only if such certificate is requested by the appropriate official of the Board within ten (10) working days of the teacher returning to work.

For an illness of fewer than three (3) days a medical certificate shall not be required unless asked for at the time the teacher notifies the school official of an intended absence or within two (2) hours after normal school opening on the day of the absence.

- b) The Director may at any time require that a certificate be submitted by such a medical practitioner or licentiate of dental surgery appointed by the Board at the Board's expense provided that the teacher may choose a medical practitioner or licentiate of dental surgery to be present at the examination.
- c) For a period of illness in excess of twenty (20) working days, a medical certificate may be requested by the appropriate officer of the Board prior to the teacher's return to work.

ARTICLE XXVIII: LEAVES - OTHER

28.01 Professional Development Leave

Professional Development Leave may be granted on a short-term basis for the purpose of travel and/or study.

- a) Short-Term leaves shall be granted for teachers to participate in short period programs potentially beneficial to Peel students. Any such leaves shall normally not exceed seven (7) consecutive calendar days per individual but may extend for a period not exceeding three (3) months. Such programs shall include workshops, conferences, trade shows, short-term courses, visits to innovative teaching programs, etc.

28.02 Short-Term Professional Development Leave

- a) Approval for Short-Term Professional Development Leave may be granted by the Superintendent of Human Resources Teaching Staff Services on the recommendation of the Superintendency Short-Term Professional Development Leave Committee.
- b) In each Superintendency, there shall be a Short-Term Professional Development Leave Committee consisting of two members of the Local for that Superintendency; the Superintendent of Schools; and a representative of the Elementary Principals' and Vice-Principals' Association for each Superintendency.
- c) The Short-Term Professional Development Leave Committee called together by the Superintendent of Schools normally shall meet three times during the school year. The Superintendent of Human Resources Teaching Staff Services shall publish the dates of meetings to be held in each Superintendency early in the school year.

- 28.02 d) These Committees shall act on behalf of and be accountable to the Superintendent of Human Resources Teaching Staff Services who shall retain responsibility for the granting of Short-Term Professional Development Leaves and for the proper disbursement of funds. These Committees shall report to the Superintendent of Human Resources Teaching Staff Services.
- e) The Superintendency Short-Term Professional Development Leave Committee shall be responsible for administering the funds allocated in Article 28.03.
- f) The funds allocated may be expended within the criteria established by the Regional Short-Term Professional Development Leave Committee. The said Regional Committee shall have the following mandate:
- i) to review and revise, as required, the existing criteria for the allocation of short-term professional development leave funds, with a view to ensuring that such funds are used to obtain the best possible short-term professional development benefits for the Board and its teachers, in the most cost-effective manner possible.
 - ii) to monitor the implementation of the said criteria, including the receipt of an annual report from each Superintendency Short-Term Professional Development Leave Committee, through the respective Superintendents of Schools, regarding how the available funds have been expended and any plans for the next school year; and
 - iii) to make an annual report to the Board and the Local.

The said Regional Committee shall consist of the President of the Local, the Chair of the Collective Bargaining Committee, the Superintendent of Human Resources Teaching Staff Services and the Superintendent of School Services & Staff Development. The said Regional Committee shall meet at least once per year, or more frequently as it determines it to be necessary.

- 28.02 g) All of the Committees referred to in this Article 28.02 shall make every effort to distribute equitably the available monies and to be cognizant of class disruption and organizational changes which might occur from the leaves under consideration.
- h) The Superintendent of Human Resources Teaching Staff Services shall prepare a statement of disbursements made under this plan. This statement shall be made available to the Local no later than May 1st of the current year.
- i) Any amount deficit to this fund as of June 30th shall be deducted from the next year's fund. Any amount surplus to this fund as of June 30th shall be credited to the next year's fund.
- 28.03 a) The total budget for the Professional Development Leaves during the 2000-2001 and 2001-2002 school years shall be \$150 per full-time equivalent teacher calculated for all teachers employed on September 30th, 2000, and September 30th, 2001 respectively.
- b) No contribution to the Professional Development Leave Plan shall be made for any teacher on an unpaid leave of absence or D.N.D. A teacher on a Teacher Funded Leave is considered to be on an unpaid leave of absence.
- 28.04 A teacher receiving Short-Term Professional Development Leave shall receive full salary and benefits.
- 28.05 Where any leave is specially requested by the Board, full salary and all related expenses shall be covered by the Board from other funds.
- 28.06 a) Professional Development Leave shall not affect the cumulative sick leave reserve allowance of the teacher concerned.

28.06 b) During the leave, the teacher shall receive the normal application of salary and increase in the accumulated sick leave credits for the period of the leave. The Board shall make deductions for Ontario Teachers' Pension Plan purposes on the salary paid to the teacher on leave. The Board and the teacher on leave shall share the costs of the benefits provided in Article XXVI in the same ratios as they would were the teacher not on leave.

28.07 Upon the teacher's return from Professional Development Leave, there shall be increment adjustment only if increasing qualifications as a result of the leave do not result in a change of category.

28.08 Special Leave

- a) Special Leaves of Absence shall be in accordance with Board Policy #23.
- b) Teachers on Special Leave shall not be paid a salary or benefits during the leave, but such teacher may retain his/her membership in any plan under Article XXVI, by paying full premiums applicable (subject to the rights of the insurer).

28.09 Personal Leaves of Absence

- a) Leaves without loss of income or deductions from Sick Leave Credit to a maximum of the number of days stated:
- i) Death - spouse, father, stepfather, mother, stepmother, child, stepchild, brother, sister, mother or father-in-law, total dependent, ward (legal guardianship) ...3 days
 - ii) Death - son or daughter-in-law, brother or sister-in-law, grandparents, grandchild ...2 days
 - iii) Funeral of relative not mentioned above, or friend ...1 day
 - iv) Serious illness of those in i) ...1 day (per occasion)
 - v) Writing university or similar examination, up to ...1 day per exam
 - vi) Graduation - self, spouse, child, parent (if beyond secondary school), up to ...1 day
 - vii) Compassionate Leave with the approval of appropriate official ...5 days
 - viii) Holy Days ...3 days
 - ix) Jury Duty (stipend to be paid to the Board) As required by the Court
 - x) Court Appearance - if not a party to the action; if summoned as a witness (stipend to be paid to the Board) As required by the Court

28.09 Personal Leaves of Absence (Continued)

- xi) Father at the Birth of a Child ...2 days
- xii) At Time of Adoption ...2 days
- xiii) Quarantine - Period required by the Medical Officer of Health

b) Leaves Without Pay

- i) Holy Days in addition to those in 28.09 a) viii) ...6 days
- ii) Leave requested by the teacher for personal reasons. This leave will not be used to extend vacation periods ...2 days maximum
- iii) At the discretion of the Superintendent of Human Resources Teaching Staff Services other and/or additional personal leaves of absence with accompanying loss of salary may be granted. This leave will not be granted to extend vacation periods.

This Collective Agreement is

Dated and executed this day of , 2001.

Peel District School Board

The Elementary Teachers'
Federation of Ontario
Peel Local

Peel District School Board
Employee Funded Leaves - Application

Appendix A
Form 5(a)
Elementary

Name _____ Emp. No. _____
School _____
Home Address _____
Department _____ Number in Dept. (including Head) _____
Date of Appointment to Peel _____
Have you previously been granted a Leave? No Yes
Type _____ Year _____

I have read the terms and conditions of the Peel District School Board's Teacher Funded Leave Plan and hereby agree to enter the Plan under the following terms and conditions.

1. I wish to enroll in the (check one)
 Sabbatical Leave with Salary Holdback Plan
 Deferred Salary Leave
 Payments into plan commencing:
2. I shall take my leave from the Peel District School Board
 from _____ to _____
3. I agree to have the Peel District School Board make appropriate deductions from my gross salary including any allowance on each pay date as specified in the Collective Agreement and to have the Board apply this amount toward the financing of my leave under this Plan.
4. It is understood by both the Board and the Teacher that the terms of the Teacher Funded Leave Plan will remain in force as it pertains to said Teacher until the Teacher returns to regular duty.
5. In accordance with Article 11.01 i) iv), I appoint _____
 as my beneficiary.
6. I further agree to the terms and conditions as set out in the Collective Agreement.
7. I acknowledge that according to the Income Tax Act I am required to pay income tax on the interest generated in the fund.
8. The implications that may result from the choice of plan selected are the responsibility of the participant. These include the choice of period of time selected, as well as pension and income tax implications.

I agree to the terms of the leaves policy in that this leave will not be to pursue employment that is in direct conflict with the interests of the Peel District School Board or public education.

Date _____ Teacher's Signature _____
Superintendent of Human Resources _____ Witness (to Teacher's Signature) _____

Application is to be received in the Human Resources Department by **January 31st.**

APPENDIX B

Supplemental Employment Benefit (SEB) Plan for The Peel District School Board

1. The object of the plan is to supplement the employment insurance benefits received by teachers for temporary unemployment caused by Pregnancy or Parental Leaves for the purpose of adoption.
2. The following groups of teachers are covered by the plan:

Members of the Peel Local of the Elementary Teachers' Federation of Ontario.
3. The other requirements imposed by the employer for the receipt or the non-receipt of the SEB are:
 - i) A teacher must be eligible to receive Pregnancy or Parental benefits from E.I.C.
 - ii) Payment will not be made for any week in the waiting period which falls outside the teacher's normal employment period. A teacher employed on a ten-month basis will not be supplemented for any week during the waiting period which falls during the months of July and/or August.
4. Teachers must apply for employment insurance benefits before SEB becomes payable.
5. Teachers disentitled or disqualified from receiving E.I. benefits are not eligible for SEB. A SEB payment shall be made only when it has been verified that the teacher has applied and qualified for E.I. benefits.
6. Teachers do not have the right to SEB payments except for supplementation of E.I.C. benefits for the unemployment period as specified in the plan.

APPENDIX B (continued)

7. The benefit level paid under this plan is set at a weekly rate equal to 60% of the employee's weekly insurable earnings under E.I.C. It is understood that in any week, the total amount of SEB, employment insurance gross benefits and any other earnings received by teachers will not exceed 95% of the employee's normal weekly earnings.
8. The maximum number of weeks for which SEB is payable is for the two week waiting period.
9. Payments in respect of annual salary or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payment received under the SEB plan.
10. The duration of the plan is from September 1, 2000 to August 31, 2002.

LETTER OF UNDERSTANDING

Re: S.T.P.D.L. Leaves

During recent collective bargaining negotiations, concerns were raised regarding the criteria for the allocation of Short Term Professional Development Leave funds and the consistency of the application of those criteria across the Board. The parties agreed to refer these issues and concerns to the Regional S.T.P.D.L. Committee and request it to:

1. review the existing criteria and current practice regarding their application;
2. revise the criteria as appropriate; and
3. issue any revised instructions to the Superintendency Committees that it may deem necessary.

LETTER OF INTENT

Re: Working Relationships

In recent collective bargaining negotiations concerns were raised relating to the working relationship between the management and the Local in the schools, including reasonable access by the Union's stewards to facsimile, telephone and other Board facilities for Union business, as well as workplace harassment.

The parties agreed to refer these issues and concerns to a joint committee. The committee shall be composed of three (3) representatives appointed by the Local, the Associate Director of Educational Services, a Superintendent of Schools and a representative of the Principals' and Vice-Principals' Association.

LETTER OF INTENT

Re: Certified Teachers

It is the Board's intention that programs that are taught by the Board's certified elementary teachers as of October, 1998 will be taught by certified elementary teachers in the 2000-2001 and 2001-2002 school years.

LETTER OF INTENT

Re: Evaluations

It is the intent of the Board to review evaluation procedures in consultation with the Union. It is the parties' intent to adhere to any such policies and procedures.

LETTER OF INTENT

Re: Transfer & Surplus:

Early Literacy Teachers

At recent collective bargaining negotiations the Board and the Union agreed to revise Articles 14.02 k) and l) of the Agreement. In this connection the parties agreed that these new clauses would not apply to the incumbent Early Literacy Teachers until the 2001/2002 school year. More specifically such teachers shall have the opportunity during the staffing process in Spring 2001 to opt to return to the school they left in order to take the Early Literacy assignment.

LETTER OF INTENT

Re: Planning and Preparation

Effective September 1, 2001, one-half day of the approved professional activity days will be designated by the Associate Director of Educational Services in consultation with the President of the Local, for the use of each teacher for individual planning and preparation. It is further understood that this half day will not be part of the two days designated for parent/teacher interviews.

A part-time teacher shall receive this time on a pro-rata basis.

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