

Collective Agreement

Between



and

Peel District School Board

1122205

September 1, 2008 – August 31, 2012

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, 2008 to August 31, 2012

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ARTICLE 1: 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 2: 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 22 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 3: SCOPE AND RECOGNITION

- 3.01 During the effective period of this Agreement its terms shall be applicable to all Teachers in the Boards 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 and its Appendices 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 six (6) 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) The Board agrees to permit paid short-term leave for up to two (2) Teachers for purposes of negotiations (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.
- c) The Board agrees to permit paid short-term leave for Local representatives to attend to Federation business at the request of the Local Executive, provided that such leave shall not interfere unduly with the Teacher's or the school's instructional programs. One designated Local representative in each school may receive up to two (2) days of paid short-term leave each school year. The Local shall compensate the Board for such leaves at the current qualified supply teacher rate.

3.09 Union Representation

The Board shall inform a Teacher of her/his entitlement, to have a representative of the Union present when meetings involving any formal disciplinary actions are undertaken.

ARTICLE 4: DURATION, AMENDMENT AND RENEWAL

- 4.01 This Agreement shall come into force and take effect on the 1st day of September, 2008 and shall remain in force until the 31st day of August, 2012 and from year to year thereafter unless notice is given by either Party not less than 30 days nor more than 90 days prior to the expiry of this Agreement, of that party's intention to terminate this Agreement or to negotiate revisions thereto.

ARTICLE 5: 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 6: 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 7: 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 Step 1 – 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 Local is not satisfied with the decision regarding the complaint then the Local may within ten (10) days take the matter up as a grievance in the following manner and sequence:

7.03 b) Step 2

The Local may initiate a written grievance through the Superintendent of Human Resources Support Services. The Superintendent of Human Resources Support Services, or designate, may convene a meeting with the Local representatives and such others as required within ten (10) working days of receipt of the grievance. The decision, in writing, to the Local shall be rendered within ten (10) 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 3.

c) Step 3

If the reply of the Superintendent of Human Resources Support Services or designate is not acceptable to the Local, a written request will be made within ten (10) days to the Board's Grievance Committee through the Director of Human Resources Support 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 Local shall be rendered within ten (10) days following the meeting.

7.03 d) 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. The grievance shall be submitted to a mutually agreed upon single arbitrator. The referring party shall include, in writing, the name of its legal counsel who shall provide suggested arbitrators. The response to the referral to arbitration shall indicate agreement to one of the proposed arbitrator(s), or indicate alternative suggested arbitrator(s). Should the parties fail to agree upon an arbitrator within five (5) days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour upon the request of either party.
- b) Upon written request of either party, the grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. 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 Chairperson. If the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party.
- c) 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.
- d) The Arbitrator or Arbitration Board, as the case may be, shall not, by his or her or its decision, 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:
- 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 8: PROBATIONARY TEACHERS

- 8.01 Newly hired Teachers shall serve a probationary period of **194** school days.
- 8.02 a) The probationary period may be extended by the Board for a further **194** school days if the Teacher receives one or more unsatisfactory performance appraisals during the first **194** school days.
- b) The probationary period may also 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.
- 8.03 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 9: 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) No Teacher shall be discharged, demoted, disciplined or suspended without just cause.
 - b) In accordance with Article 3.09, a Teacher shall have the right to have Union representation.
 - c) The parties agree that 9.02 a) above does not apply to:
 - 1) assignment and transfer of Teachers: and
 - 2) Teacher performance appraisals unless resulting in dismissal.
 - d) It is recognized that a lesser standard of **just** cause (basic procedural fairness) applies to the discharge of probationary Teachers.
- 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 personnel file and confidential file(s) shall be kept for each Teacher in the Human Resources Services Department at the H.J.A. Brown Education Centre in a secure location and confidential manner.
 - b) A Teacher shall have access to the Teacher's own files. They shall be available and open to the Teacher for inspection in the presence of a Board Human Resources Department officer at a mutually convenient time during the regular working hours of the department.

- 9.04 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 Support 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 the parties who received the inaccurate document, by providing them with an amended copy. Where the Board does not amend such information, a Teacher shall be entitled to provide a statement for inclusion in her/his personnel file(s), dealing with the disagreement about the accuracy of information contained within the personnel file(s).
- 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 Support Services.
- e) A Teacher shall be entitled upon request to copies of any materials contained in his/her personnel file, upon payment of any reasonable charges the Board may levy.
- f) Notwithstanding Article 9.04 b), where a Teacher authorizes in writing access to his/her files by another person acting on the Teacher's behalf, the Board shall provide such access. Copies shall be provided to such representative in accordance with Article 9.04 e).

9.05 Criminal Record Checks

- a) The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 as amended of the Education Act, or any subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Superintendent of Human Resources Support Services and those personnel designated by the Superintendent. The Superintendent shall, upon request, advise the Local of the names of those so designated. Such personnel shall not be members of the Local.
- b) The Board shall not release any information about a Teacher obtained pursuant to Regulation 521/01 as amended, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.
- c) The Board shall consult with the Local regarding any changes to the Board's policy or operating procedures with respect to criminal record checks and any changes the Board makes to the offence declaration form.

9.06 Consultation

Should the Board contemplate any major changes in the staffing and delivery of elementary programs on a permanent or trial basis, it will consult with and consider input that the Local may wish to provide in respect of such changes.

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. 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) Pregnancy Leave shall commence in accordance with the terms of the Employment Standards Act.
- 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.
 - 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 a parent, as defined by the Employment Standards Act, 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.

- g) Following the Teacher's return to duty from the statutory portion of the pregnancy/parental leave, the Teacher shall be assigned to the same position at the same school, where possible, or failing that, an equivalent position to that which was held at the commencement of the Leave, or any other employment mutually agreed to by the Teacher and the Board, subject to Article 14.

10.01 h) 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 h) 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.

10.01 i) Salary and Benefits during Pregnancy/Parental Leave

- i) Except as provided for in Article 10.01 i) ii) and Article 10.01 I), Teachers on Pregnancy Leave, Parental Leave, or extended leaves under Article 10.01 h) 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 26 by paying full premiums applicable subject to the rights of the insurer.

- 10.01 i) 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 26 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.
- j) 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 accrued to the completion of the statutory Pregnancy and/or Parental Leave and no loss of benefits accrued to the commencement of the statutory Pregnancy and/or Parental Leave.
- k) 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.
- l) A Teacher granted a Pregnancy Leave or Parental Leave pursuant to this Article shall be compensated by the Board under an Employment Insurance Commission of Canada ("E.I.C.") approved supplementary benefit plan provided that the Teacher:
- i) is eligible for Pregnancy or Parental Leave benefits under Employment Insurance ("E.I.") 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.

10.01 I) The plan will pay:

- A) during the two (2) week waiting period for pregnancy or parental benefits under E.I. regulations, 95% of the Teacher's normal weekly insurable earnings;
- B) effective September 1, 2005, during the six (6) weeks immediately following the birth of a child, the child's natural mother shall be eligible for 100% of her normal weekly earnings minus the E.I. benefits the Teacher receives in respect of that period. For further clarity, the combined level of E.I. benefits, S.E.B. payments and other earnings shall not exceed 100% of the Teacher's normal weekly earnings. Where this benefit period overlaps with the period described in clause A), this benefit shall be provided; and
- C) if a Teacher is not eligible for E.I. and supplementary employment benefits under clause B), the Teacher may apply for sick leave benefits in accordance with Article 27 in respect of the six (6) week period immediately following the birth of her child.

No supplementary benefit will be paid under this plan for any day which falls outside the Teacher's school's normal instructional and P.A. days.

ARTICLE 11: 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.

The duration of the Leave shall be for one (1) year, or two (2) years (the first year is the Teacher Funded Leave and the second year is an Unpaid Leave of Absence).

In circumstances where the Teacher has requested a two (2) year Leave and taking the Unpaid Leave of Absence in the second year would cause personal hardship, a Teacher, upon written notice to the Superintendent of Human Resources, may withdraw from the second year of the Leave anytime up to January 31st in the school year prior to the commencement of the second year of 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 Support 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 Superintendent of Human Resources or designate and the President of the Local or designate.

- 11.01 c) 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.
- 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 while on leave under Article 11 may elect to continue the non-statutory benefits coverage outlined in Article 26, 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.

11.01 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.
 - ii) Teachers declared Surplus to Region and who are not subsequently recalled as specified in Article 14, 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).

C) The Board and the Union assume no responsibility for any consequences arising out of the implementation of these plans related to the effect on a Teacher's pension benefits or income tax implications.
- 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

- 11.01 g) ii) 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.
- 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 24.05 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 Ontario Educational Credit Union Limited 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.

11.01 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).
- 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 24.05 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 12: ASSIGNMENTS AS VICE-PRINCIPAL OR PRINCIPAL

12.01 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 up to a maximum of eighteen (18) months, during a period of two (2) consecutive school years, 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 14.

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.

12.03 When a teacher-in-charge is appointed for a full school day, a qualified occasional teacher shall be hired to assume the normal responsibilities of that teacher, provided one is available.

ARTICLE 13: STAFF ALLOCATION COMMITTEES

13.01 Elementary Joint Staffing Committee

The Elementary Joint Staffing Committee (E.J.S.C.) shall be maintained with the following Terms of Reference:

- a) The Committee shall consist of four (4) representatives from the Local:
- President of the Local or designate;
 - Collective Bargaining Chairperson of the Local; and
 - Two (2) additional representatives appointed by the Local.

and four (4) members of the Administration:

- Superintendent of Human Resources Support Services or designate;
- A Superintendent of Education or designate; and
- Two (2) additional representatives appointed by the Board;

and two (2) non-voting half-time Resource Officers. The members of the Committee shall be appointed by their respective authorities by June 30".

- b) The Committee or its representative(s) may survey Teachers as required in order to acquire any needed information.
- c) Any information (including but not limited to 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.

- 13.01 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;
 - jj) all specifically designated elementary staffing grants received from the province for elementary teachers.
- h) The Committee is prepared to act as a neutral research resource to both the Local's Negotiations Committee and Boards Negotiations Committee and its Human Resources and Negotiations Advisory Committee.
- i) The Superintendent of Human Resources Support 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 Planning and Accommodation Support Services for long range planning.
- l) Two half-time Teacher allocations will be named by the Committee hiring team 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 and perform such work as may be required by the E.J.S.C. One of these Teachers shall act as Chair of the E.J.S.C.
- 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.
- o) The Committee shall monitor and review class sizes to ensure that the average class size meets the legislative requirements. 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.

- 13.01 p) The Superintendent of Curriculum and Instruction Support Services and the Superintendent of Special Education Support Services shall advise the Committee annually with respect to the allocation of library, guidance, ESL, and special education teachers.
- q) The Superintendent of Human Resources Support Services or designate shall advise the Elementary Joint Staffing Committee on an annual basis of the names, allocation, and location of ETFO members in locations other than schools.

13.02 IN-SCHOOL STAFFING ADVISORY COMMITTEE

- a) Each school shall have an In-school Staffing Advisory 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 Advisory Committee shall be an advisory body to the Principal in:
- i) determining the utilization of the teaching staff in the school, including but not limited to the proportionate assignment of part-time and full-time teachers. The Principal shall determine staff assignments in consultation with the In-School Staffing Advisory Committee, having regard for the class size guidelines developed by the EJSB;
 - ii) determining the equitable distribution of instructional time, planning time and supervision time;
 - iii) monitoring the level of integration of exceptional pupils into regular classroom programs;

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- 13.02 b) iv) considering organizational proposals and/or suggestions submitted by staff member(s) to the committee:
- v) receiving recommendations for class sizes and ranges from the Elementary Joint Staffing Committee; and
 - vi) reviewing the application of the transfer and surplus process.
- c) The In-school Staffing Advisory Committee's Terms of Reference shall be in accordance with Appendix B.
- 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 Advisory Committee disagree with the Principal, the teachers may appeal to the Superintendent of Education whose decision shall be final.

ARTICLE 14: 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 Support 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 Support 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 k).
- b) Administrative Transfers by mutual consent of the Teacher and the Board may occur at any time with or without prior notice.

14.02 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 Education or an appropriate Board official designated by the Superintendent of Education 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.

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 Support Services after consultation with the President of the Local or designate.

- 14.02 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 Support Services. Such a Teacher may, in the end, be administratively transferred back to the same school.
- i) i) All Teachers, except those declared Surplus to Region, shall have access to all vacancies through Voluntary Transfer.
- ii) Notwithstanding i) i) above, Core French and Immersion teachers, new to the Board, shall **be** required to remain in a French assignment for a minimum of five (5) years.
- 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 three (3) times. At least one posting update shall occur after the Administrative Transfer date. A Teacher may until June 3rd of each year, apply to fill vacancies which are posted or advertised externally, provided the Teacher has the necessary qualifications and the Teacher has not already voluntarily transferred.
- k) 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.

- 14.02 k) However, such Teacher shall be included in the school staffing process only if the Teacher is expected to return from such Leave or term appointment during the following school year. It is expected that the Teacher will advise the Board in writing of his/her intention to return from a leave or term appointment no later than January 31st in order that they may be included in the school staffing process for the following school year.

Notwithstanding the above, a Teacher off on Federation Leave will be included on the school staff organization of his/her previous school during the year of an election. A Teacher off on the statutory portion of a pregnancy and/or parental leave will also be included on the school staff organization of his/her previous school unless the Board is in receipt of a request for an unpaid extension to the statutory leave.

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) 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.
- m) 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 and Article 9.
- n) Notwithstanding Article 14.02 l), the Board shall not assign a Teacher to teach a program for which he or she is qualified, if he or she has not taught that program in the preceding ten (10) years unless agreed to by mutual consent between the Teacher and the Principal.

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 Board shall notify those Teachers whose termed assignment will conclude at the end of the school year. Any Teacher who wishes to end their termed assignment early, for the following school year, must notify their respective Superintendent of this decision in writing by this same date.
- d) On or before date' the Superintendent of Human Resources Support Services shall determine the number of Teachers who will be Surplus to Region in the following school year.
- e) On or before date' all Surplus to Region Teachers shall receive notice of layoff.
- f) On or before date', the Board shall allocate a number of Teachers to each elementary school in accordance with Article 13.
- g) On or before date'. Teachers who are eligible to do so pursuant to Article 14.02 j) shall make their declaration in writing to the Principal.
- h) On or before date' school organizations shall be developed
- i) On or before date', individual staff members shall be notified in writing by the Principal of their tentative teaching assignments for the following school year. Notification of the tentative teaching assignment shall include the grade level(s), and subject areas. The Principal shall discuss with individual staff members any changes to the tentative teaching assignments as early as possible.

- 14.03 j) 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 Education, who shall forward this information to the Superintendent of Human Resources Support Services.
- k) On or before date' the principal shall, subject to the approval of the Superintendent of Human Resources Support 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.
- l) The Local shall be provided a list of all Teachers who are Surplus to Region or Excess to School, and a **list** of vacancies.
- m) 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*. A Teacher, who is to be Administratively Transferred, shall have the opportunity to indicate their placement preferences from the available vacancies on the "Teacher Information – Excess to School (Elementary)" form.

14.03 n) A Teacher declared Excess to School who is offered a position in writing by the Superintendent of Human Resources Support 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

- a) 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 Support Services after consultation with the President of the Local. The process for September Re-organization shall follow the procedure laid out in the E I memo developed after consultation with the President of the Local.
- b) A Teacher declared excess to a school in the Fall Term shall commence his/her new teaching assignment on the third working day following the conclusion of his/her current teaching assignment.

ARTICLE 15: 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 and regional seniority number.

- 15.08 The Board shall draw up a Seniority List current as of December 15" of each year and posted electronically no later than January 24". Each elementary Teacher will receive an e-mail with a link to the Seniority List. In addition, a copy of the List shall be sent electronically 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 Support 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 electronically 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 16: NOTICE OF RESIGNATION OR RETIREMENT

16.01 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 17: 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 or Teachers administratively placed in more than one location and required to change work locations during the course of the school day, in addition to any allowances received above, shall receive mileage in accordance with Board Policy ~~#40~~ – Travelling Allowance for Board Employees and Trustees.

ARTICLE 18: 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 19: SCHOOL YEAR / SCHOOL DAY

19.01 SchoolYear/School Day

- 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 the minimum number of instructional days required under the Education Act and the regulations and the remaining school days shall be Professional Activity days.
- c) The "Instructional Day" shall not exceed three hundred (300) minutes commencing with the start of instruction, and ending with the students' dismissal from school for the day exclusive of recess and lunch/nutritional breaks. Opening exercises are included as part of the Instructional Day.
- d) Notwithstanding the above, Coordinators shall work twelve (12) months a year with five (5) weeks vacation each year. The scheduling of vacations is subject to the approval of the immediate supervisor. Unused vacation shall not be carried over from year to year nor paid out at the end of the year. Coordinators shall not be required to work during the Christmas Break and March Break.

ARTICLE 20: HEALTH AND SAFETY

20.01 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

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, and the Local's Occupational Health and Safety Teacher Advisor.

20.03 The Principal/Supervisor upon receipt of a request under 20.02, shall promptly investigate or arrange for the investigation of the hazard or contravention reported. The Principal/Supervisor shall notify the Teacher, the workplace Health and Safety Representative, the Local's Occupational Health and Safety Teacher Advisor and the Board's Health and Safety Officer of the findings resulting from the investigation.

20.04 The Joint Health and Safety Committee specified in Article 20.01 shall have the duties and responsibilities described under The Occupational Health and Safety Act.

20.05 Violence shall be defined as any incident in which a Teacher is intimidated, threatened, or assaulted.

20.06 In accordance with its legislated responsibilities, the Joint Health and Safety Committee shall concern itself with matters relating to violence, including receiving and reviewing reports of violence in the workplace. The Board agrees to have in place policies and procedures to deal with violence, including the prevention of violence and *the* management of violent situations.

20.07 Medical Procedures

- a) 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 Teacher.
- b) In accordance with Operating Procedure Special Education Services 8, a Teacher may refuse without prejudice a request to administer medication except in life-threatening situations.

ARTICLE 21: 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, including age, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, **sex**, sexual orientation, record of offences, marital status, family status or handicap, as those terms are defined in the Code.
- 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 22: 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 V - Union Dues and Assessments
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, of 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:

Effective September 1, 2008

Teachers	\$42.35 per hour
Coordinator	\$6,050.97
Assistant Coordinator	\$4,088.00

Effective September 1, 2009

Teachers	\$43.20 per hour
Coordinator	\$6,171.99
Assistant Coordinator	\$4,169.76

Effective September 1, 2010

Teachers	\$44.50 per hour
Coordinator	\$6,357.15
Assistant Coordinator	\$4,294.85

Effective September 1, 2011

Teachers	\$45.84 per hour
Coordinator	\$6,547.86
Assistant Coordinator	\$4,423.70

The above rates include vacation pay under the Employment Standards Act

22.07 Suspension and Discharge

Notwithstanding Article 9.02 c) 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 23: CATEGORY DEFINITIONS

23.01 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 (year 9) 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.
 - 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.

- 23.02 Effective in the 2001-2002 school year, Teachers shall be placed in categories for the purposes of the salary grid based on QECO 4. Effective in the 2003-2004 school year, Teachers shall be placed in categories for the purposes of the salary grid based on QECO 4 or QECO 5.
- 23.03 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 or QECO 5.
- 23.04 It is agreed that this Article 23 fulfills the Board's obligations under the Pay Equity Act.
- 23.05 a) A Teacher who has met all the conditions required for a certificate of a higher category level pursuant to QECO 5, is entitled to be paid at the higher category level as of September 1st of the school year, provided that a verified copy of the original Statement of Evaluation is submitted to the Human Resources department on or before May 31st of the school year.
- b) In the case of a Teacher commencing employment with the Board, the Teacher must submit a verified copy of the original QECO 5 Statement of Evaluation to the Human Resources department by the later of May 31st of the Teacher's first school year or five (5) months from the Teacher's start date. A Statement of Evaluation must be submitted within the required deadline in order to qualify for a salary adjustment retroactive to the Teacher's start date. Where the Statement is not submitted before the Teacher's start date a non-degree Teacher will be placed temporarily in the lowest category and a Teacher with a university degree will be placed temporarily in Category A1/4, and retroactive adjustments shall be made if documentation confirming a higher category placement is submitted within the applicable required deadline.
- 23.06 There will be no advancement on the salary schedule without a QECO Statement of Evaluation.

ARTICLE 24: 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 25 and 17. 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, 2008

QECC Cat. Years of Exp.	D, C, B	A1	A2	A3	A4
	Level A	Level 4	Level 5	Level 6	Level 7
	Total	Total	Total	Total	Total
0	\$38,597	\$40,140	\$43,400	\$46,659	\$49,918
1	\$41,513	\$43,400	\$46,659	\$49,918	\$53,177
2	\$44,515	\$46,659	\$49,918	\$53,177	\$56,437
3	\$47,431	\$49,918	\$53,177	\$56,437	\$59,696
4	\$50,347	\$53,177	\$56,437	\$59,696	\$62,955
5	\$53,263	\$56,437	\$59,696	\$62,955	\$66,214
6	\$56,265	\$59,696	\$62,955	\$66,214	\$69,474
7	\$59,181	\$62,955	\$66,214	\$69,474	\$72,733
8	\$62,097	\$66,214	\$69,474	\$72,733	\$75,992
9	\$66,986	\$69,474	\$72,733	\$75,992	\$79,251
10	\$72,733	\$72,733	\$75,992	\$79,251	\$82,511
11					\$85,770

Coordinators

Years Experience

0	\$94,347
1	\$96,920
2	\$99,493
3	\$102,066
4	\$104,639

Salary Schedule - September 1, 2009

QECCat. Years of Exp.	D, C, B	A1	A2	A3	A4
	LevelA	Level4	Level5	Level6	Level7
	Total	Total	Total	Total	Total
0	\$39,368	\$40,943	\$44,267	\$47,592	\$50,916
1	\$42,343	\$44,267	\$47,592	\$50,916	\$54,241
2	\$45,405	\$47,592	\$50,916	\$54,241	\$57,565
3	\$48,379	\$50,916	\$54,241	\$57,565	\$60,890
4	\$51,354	\$54,241	\$57,565	\$60,890	\$64,214
5	\$54,328	\$57,565	\$60,890	\$64,214	\$67,538
6	\$57,390	\$60,890	\$64,214	\$67,538	\$70,863
7	\$60,365	\$64,214	\$67,538	\$70,863	\$74,187
8	\$63,339	\$67,538	\$70,863	\$74,187	\$77,512
9	\$68,326	\$70,863	\$74,187	\$77,512	\$80,836
10	\$74,187	\$74,187	\$77,512	\$80,836	\$84,161
11					\$87,485

Coordinators

Years Experience

0	\$96,234
1	\$98,858
2	\$101,483
3	\$104,107
4	\$106,732

Salary Schedule – September 1, 2010

QECCat. Years of Exp.	D, C, B	A1	A2	A3	A4
	LevelA	Level4	Level5	Level6	Level7
	Total	Total	Total	Total	Total
0	\$40,550	\$42,171	\$45,596	\$49,020	\$52,444
1	\$43,613	\$45,596	\$49,020	\$52,444	\$55,868
2	\$46,767	\$49,020	\$52,444	\$55,868	\$59,292
3	\$49,831	\$52,444	\$55,868	\$59,292	\$62,717
4	\$52,895	\$55,868	\$59,292	\$62,717	\$66,141
5	\$55,958	\$59,292	\$62,717	\$66,141	\$69,565
6	\$59,112	\$62,717	\$66,141	\$69,565	\$72,989
7	\$62,176	\$66,141	\$69,565	\$72,989	\$76,413
8	\$65,240	\$69,565	\$72,989	\$76,413	\$79,837
9	\$70,376	\$72,989	\$76,413	\$79,837	\$83,262
10	\$76,413	\$76,413	\$79,837	\$83,262	\$86,686
11					\$90,110

Coordinators

Years Experience

0	\$99,121
1	\$101,824
2	\$104,528
3	\$107,231
4	\$109,934

Salary Schedule –September 1, 2011

QECO Cat. Years of Exp.	D, C, B	A1	A2	A3	A4
	Level A	Level 4	Level 5	Level 6	Level 7
	Total	Total	Total	Total	Total
0	\$41,766	\$43,436	\$46,963	\$50,490	\$54,017
1	\$44,921	\$46,963	\$50,490	\$54,017	\$57,544
2	\$48,170	\$50,490	\$54,017	\$57,544	\$61,071
3	\$51,326	\$54,017	\$57,544	\$61,071	\$64,598
4	\$54,481	\$57,544	\$61,071	\$64,598	\$68,125
5	\$57,637	\$61,071	\$64,598	\$68,125	\$71,652
6	\$60,885	\$64,598	\$68,125	\$71,652	\$75,179
7	\$64,041	\$68,125	\$71,652	\$75,179	\$78,705
8	\$67,197	\$71,652	\$75,179	\$78,705	\$82,232
9	\$72,487	\$75,179	\$78,705	\$82,232	\$85,759
10	\$78,705	\$78,705	\$82,232	\$85,759	\$89,286
11					\$92,813

Coordinators

Years Experience

0	\$102,094
1	\$104,879
2	\$107,663
3	\$110,447
4	\$113,232

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.
- e) In any event or combination thereof the maximum accumulation of teaching experience shall be one year, in any one year.
- f) Conditional on the above and with the exception of supply teaching performed without a contract, any experience that is accepted for the purpose of a Teachers' Pension Plan credit is to be accepted as satisfactory for the purpose of calculating teaching experience. However, subject to Article 24.03 e), any short term Occasional teaching experience with the Board that is accumulated after September 1, 2009 shall be accepted as satisfactory for the purpose of calculating teaching experience, provided that the Teacher requests such recognition within six (6) months of acceptance of a position.

24.04 A Teacher, commencing employment with the Board, whose start date is between September 1st and September 30th of the school year, must submit documentation verifying Teaching Experience to the Human Resources department by January 31st of the same school year in order to qualify for a salary adjustment retroactive to the Teacher's start date. If the Teacher's start date is on or after October 1st of the school year, then the documentation verifying Teaching Experience must be received in Human Resources within five (5) months from the Teacher's start date in order to qualify for a salary adjustment retroactive to the Teacher's start date. If the Teacher does not meet the applicable required timeline, the Teacher's salary will not be adjusted until the following September.

24.05 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.

- 24.06 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 25: ALLOWANCES

25.01 Allowances for the degrees not used in the Teacher's QECO 4 or QECO 5 rating shall be as follows:

	<u>Sept. 1/08</u>	<u>Sept. 1/09</u>	<u>Sept. 1/10</u>	<u>Sept. 1/11</u>
Doctorate	\$1,202	\$1,226	\$1,263	\$1,301
Master of Arts	\$901	\$919	\$947	\$975
Master of Education	\$901	\$919	\$947	\$975
Bachelor of Education (U of T prior to 1971)	\$126	\$129	\$133	\$137
Bachelor of Education (after 1971)	\$126	\$129	\$133	\$137
A.R.C.T.	\$508	\$518	\$534	\$550
	(or 5 credits)	(or 5 credits)	(or 5 credits)	(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 25, 25.01 may later be used to obtain a higher level under QECO 4 or QECO 5, 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 postgraduate degrees shall not apply to Coordinators, except as allowed under Article 25, 25.03 ii).

25.04 Support Staff

September 1, 2008

Associate – Psychology Department: category + \$2785 + \$510 for certification as a registered Psychologist

Assistant – Psychology Department: category + \$1392 + \$510 for certification as a registered Psychologist

September 1, 2009

Associate – Psychology Department: category + \$2841 + \$520 for certification as a registered Psychologist

Assistant – Psychology Department: category + \$1420 + \$520 for certification as a registered Psychologist

September 1, 2010

Associate – Psychology Department: category + \$2926 + \$536 for certification as a registered Psychologist

Assistant – Psychology Department: category + \$1463 + \$536 for Certification as a registered Psychologist

September 1, 2011

Associate – Psychology Department: category + \$3014 + \$552 for certification as a registered Psychologist

Assistant – Psychology Department: category + \$1507 + \$552 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.

25.05 Coordinators, Consultants and Resource Teachers

The salary schedules for Coordinators, Consultants and Resource Teachers are determined as per Article 24. Consultants and Resource Teachers shall receive the following allowances in addition to their salary as determined by Article 24:

September 1, 2008

- Consultants - teaching experience schedule plus \$5,082.
- Resource Teacher - teaching experience schedule plus \$5,082.

September 1, 2009

- Consultants - teaching experience schedule plus \$5,184.
- Resource Teacher - teaching experience schedule plus \$5,184.

September 1, 2010

- Consultants - teaching experience schedule plus \$5,340.
- Resource Teacher - teaching experience schedule plus \$5,340.

September 1, 2011

- Consultants - teaching experience schedule plus \$5,500.
- Resource Teacher - teaching experience schedule plus \$5,500.

ARTICLE 26: BENEFIT PLANS

- 26.01 a) The Union shall be the policyholder of the benefit plans, excluding statutory benefits. The Union shall determine the number of and terms and conditions of the benefit plans. With the exception of the benefit contribution set out in 26.01 b) and the Board's responsibilities under 26.02, the Board shall have no responsibility for the provision of any non-statutory benefit plans including extended health, dental, group life and accidental death and dismemberment.
- b) Effective September 1, 2008, the Board shall pay to the Union the sum of \$3903 per F.T.E. Teacher, based on the number of F.T.E. Teachers employed as of September 30 of each school year, for all non-statutory benefits including extended health, dental, group life, accidental death and dismemberment. The Union will receive benefit contributions for any additional F.T.E. teaching positions added by the Board after September 30th on a prorated basis in accordance with Article 24.05 c). One-twelfth (1112) of the money specified in this paragraph shall be remitted to the Union each month, subject to any required adjustments resulting from the addition of teaching positions.

This amount shall be increased to three thousand nine hundred and eighty one dollars (\$3981) per F.T.E. effective September 1, 2009. This amount shall be increased to four thousand two hundred and seventy eight dollars (\$4278) per F.T.E. effective September 1, 2010. This amount shall be increased to four thousand five hundred and forty four dollars (\$4544) per F.T.E. effective September 1, 2011. This amount shall be increased to four thousand eight hundred and fifty dollars (\$4850) per F.T.E. effective August 31, 2012.

26.02 Group Life and Accidental Death and Dismemberment Insurance

- a) Participation in the Group Life Plan is a condition of employment.

26.03 a) Group Life and Accidental Death and Dismemberment Insurance, Extended Health Benefits, and Dental will be available to part-time Teachers on a pro-rata basis in accordance with the Teacher's work schedule, with the Teacher being responsible for paying the balance of the costs as stipulated by the Union.

b) Article 26.03 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.

26.04 Long Term Disability

All Teachers commencing employment with the Board effective on or after September 1, 1991, shall as a condition of employment participate in an L.T.D. plan administered by the Union's carrier.

The Teachers shall assume 100% of the premium costs.

26.05 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.
- 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.

ARTICLE 27: 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) On each day, the cumulative sick leave credits for a Teacher shall be reported on the Statement of Deposit, 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.
- d) The Board shall consult with the Local Executive regarding any new or revised standardized form(s) requesting medical information from a Teacher's treating healthcare providers.
- e) The Board shall ensure that all medical records are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Superintendent of Human Resources Support Services, Disability Management Coordinator and those personnel designated by the Superintendent. The Superintendent shall, upon request, advise the Local Executive of the names of those so designated. Such personnel shall not be members of the Local.

ARTICLE 28: LEAVES- OTHER

28.01 ProfessionalDevelopment Leave

ProfessionalDevelopment 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 Shod-Term ProfessionalDevelopment Leave

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

- 28.02 d) These Committees shall act on behalf of and be accountable to the Superintendent of Human Resources Support 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 Support 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 Education, 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 Support Services and the Superintendent of Staff Development and School Support Services. The said Regional Committee shall meet at least once per year, or more frequently as it determines it to be necessary.

- g) All of the Committees referred to in this Article 28.02 shall distribute the available monies in accordance with the Criteria/Guidelines for STPDL Elementary and to be cognizant of class disruption and organizational changes which might occur from the leaves under consideration.

- 28.02 h) The Superintendent of Human Resources Support 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 2008-2009, 2009-2010, 2010-2011, 2011-2012 school years shall be \$100 per full-time equivalent Teacher calculated for all Teachers employed on September 30th, 2008, September 30th, 2009, September 30th, 2010 and September 30th, 2011 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.
- 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 26 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 – Leaves of Absence.
- 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 26, 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, same-sex partner, father, stepfather, mother, stepmother, child, stepchild, brother, sister, mother or father-in-law, total dependent, ward (legal guardianship) ...3 days

For the purpose of this clause "spouse" and "same-sex partner" shall be interpreted in accordance with the *Human Rights Code*.
 - 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

28.09 Personal Leaves of Absence (Continued)

- | | | |
|------------------------------|---|--------------------------------|
| a) 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 |
| xi) | Military Service

(Application must be accompanied by letter from a Commanding Officer confirming the employee will be on military duty and stating the expected start and end date of the military duty. Only available during time of war or state of emergency.) | 2 wks paid
Unlimited unpaid |
| xii) | Parent at the Birth of a Child | ...2 days |
| xiii) | At Time of Adoption | ...2 days |
| xiv) | Quarantine- Period required by the Medical Officer of Health | |
| b) <u>Leaves Without Pay</u> | | |
| 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 Support 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. | |

28.10 Family Responsibility

In accordance with Board policy and procedure, the Principal or Supervisor may approve up to five (5) days (pro-rated for part-time Teachers) per year (September 1st – August 31st) of sick leave for a Teacher to attend to urgent family responsibilities.

Urgent family responsibilities are events which:

- are unplanned or out of the Teacher's control; and
- involve the possibility of **serious** negative consequences, including physical or emotional harm, if it is not attended to; and,
- cannot reasonably be attended to outside of normal working hours.

28.11 Family Medical Leave

a) Entitlement to leave

A Teacher is entitled to a leave of absence without pay of up to eight weeks to provide care or support to an individual described in b) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of 26 weeks or such shorter period as may be prescribed under the Employment Standards Act as amended.

b) Application of Article

Article 28.11 a) applies in respect of the following individuals:

1. The Teacher's spouse.
2. A parent, step-parent or foster parent of the Teacher.
3. A child, step-child or foster child of the Teacher or the Teacher's spouse.
4. Any individual prescribed as a family member for the purpose of Family Medical Leave under the Employment Standards Act as amended.

For the purpose of this clause "spouse" and "same-sex partner" shall be interpreted in accordance with the Human *Rights Code*.

c) Earliest date leave can begin

The Teacher may begin a leave under this Article no earlier than the first day of the week in which the period referred to in a) begins.

- 28.11 d) Latest date Teacher can remain on leave
The Teacher may not remain on a leave under this Article after the earlier of the following dates:
1. The last day of the week in which the individual described in b) dies.
 2. The last day of the week in which the period referred to in a) ends.
- e) Two or more Teachers
If two or more Teachers take leaves under this Article in respect of a particular individual, the total of the leaves taken by all the Teachers shall not exceed eight weeks during the period referred to in a) that applies to the first certificate issued for the purpose of this Article.
- f) Advising the Principal
A Teacher who wishes to take leave under this section shall advise his or her Principal in writing that he or she will be doing so. If the Teacher must begin the leave before advising the Principal, the Teacher shall advise the Principal of the leave in writing as soon as possible after beginning it.
- g) Copy of certificate
The Teacher shall provide the Board with a copy of the certificate referred to in a) as soon as possible, in accordance with the Board's procedures.
- h) Return to Position
Upon conclusion of the Teacher's Family Medical Leave, the Teacher shall be reinstated to the position the Teacher most recently held prior to the leave, subject to Article 14
- i) Record of Employment
The Board shall, upon request, provide the Teacher with a hard copy of any Record of Employment filed with the Employment Insurance Commission in respect of this leave.

ARTICLE 29: PERFORMANCE APPRAISALS

- 29.01 The Board shall consult with and consider input that the Local may wish to provide regarding any new policies or operating procedures relating to performance appraisal.
- 29.02 All differences between the parties arising from the interpretation or alleged violation of Part X.2 of the Education *Act* or any regulation under it, including any question as to whether a matter is arbitrable, may be subject to a grievance and arbitration under this Agreement.
- 29.03 When a Teacher receives a performance appraisal report which is rated Unsatisfactory or Development Needed, the Board shall advise the Local President of that fact, so as to allow the Union to offer the Teacher assistance. Upon the request of the Teacher, the Board shall forward a copy of the report to the Local President.
- 29.04 Teachers, as defined in Article 2.01 m), shall not be requested by the Board to conduct performance appraisals.
- 29.05 Peer Coaching and Mentoring

Except as otherwise required in the Education *Act* or in regulation, no Teacher shall be required to act as a peer coach or mentor to another Teacher. No information obtained from a coach or mentor, as part of their coaching or mentoring, shall be used in the assessment or evaluation of any Teacher.

ARTICLE 30: WORKING CONDITIONS

30.01 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.

30.02 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.

30.03 Supervision Time

- a) Supervision time shall be defined as the time teachers are assigned to supervise students outside of the three hundred (300) minute Instructional Day as defined in Article 19.01 c). Unless specifically assigned, teachers shall not be required to perform supervision outside of the Instructional Day as defined in 19.01 c).
- b) For clarification, supervision time includes assigned duties such as: yard duty, hall duty, bus duty, lunchroom duty, etc., undertaken before the beginning of opening exercises in the morning or the beginning of instruction, whichever occurs first, the commencement of classes following the lunch interval, nutritional breaks or recess, and after the school day.
- c) Effective September 1, 2006, the Board shall ensure that no teacher is required to perform in excess of one hundred (100) minutes of supervision time for each period of five (5) instructional days. In addition, the Board shall make every reasonable effort to limit the supervision time assigned to teachers to eighty (80) minutes for each period of five (5) instructional days.
- d) Effective April 23, 2009, the maxima of supervision minutes for elementary teachers will be 80 minutes within each period of five instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, bus duty and lunchroom duty.
- e) Supervision time for part-time teachers shall be pro-rated in exact proportion that the teachers' part-time assignment bears to a full-time assignment.

- f) Supervision time shall be assigned on as equitable a basis as possible.
- g) No teacher shall **be** required to perform supervision duties in excess of the average amount of supervision time assigned in the teacher's school as of March 1, 2005, subject to modifications or changes in the present worksite, or a change to a different worksite. Clarification of this provision under the PDT shall be in accordance with the Ministry note of February 27, 2009.

30.04 PreparationTime

- a) Effective September 1, 2008, the Board shall employ sufficient teachers to provide every teacher that delivers program directly to students with 200 minutes of preparation time per cycle of five (5) instructional days. Such preparation time shall be during the Instructional Day, as defined in Article 19.01 c). Every effort shall be made to provide preparation time in blocks as large as possible however, preparation time will be provided to individual teachers in blocks of not less than twenty (20) minutes.
- b) The number of minutes of preparation time referred to in paragraph a) shall be increased as follows:
 - (i) Effective September 1, 2009: 210 minutes;
 - (ii) Effective September 1, 2010: 220 minutes;
 - (iii) Effective September 1, 2011: 230 minutes; and
 - (iv) Effective August 31, 2012: 240 minutes.
- c) A part-time teacher shall receive preparation time on a pro-rata basis in exact proportion that the teacher's part-time assignment bears to a full-time assignment.
- d) Preparation time is defined as time free from classroom instruction and supervision and shall be used for professional activities as determined by the teacher.

- 30.04 e) Missed preparation time shall only be rescheduled where a teacher is required by the Principal to provide instruction during his or her scheduled preparation time for a teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three months **after** the loss of the preparation time and in any event within the same school year.

The Principal of the school shall be responsible for maintaining a record of missed preparation time and the re-scheduling of such missed preparation time. In cases where a teacher has been unable to resolve an issue at the school level with respect to the re-scheduling of missed preparation time, the record shall be made available to the Local Executive upon request.

- f) Professional Activity Days shall not be considered instructional days for the purpose of scheduling preparation time.
- g) Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-2009 level, to enable full-time school-based teaching assignments in the **Arts** in more than one elementary school. This shall be done in consultation with a Joint Board-Union Committee.
- h) Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-2009 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers. The Board may not use the aggregated additional minutes of preparation to hire occasional teachers to provide teacher coverage, as opposed to regular specialist teachers.
- i) Notwithstanding the foregoing, existing provisions or practices at a school respecting preparation time in effect as of March **1st**, 2005, which have been approved by the Superintendent of Education, which provide superior benefits to those set out above, shall not be eroded on a school-level basis.

30.05 Staff Meetings

Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. Regularly scheduled staff meetings shall be held no more than once per month on average. Each meeting shall be no more than 75 minutes in length. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all Teachers. Regularly scheduled staff meetings may include administrative /organizational issues, professional development, training and other matters aligned with school and board goals. Teachers are expected to attend regularly scheduled staff meetings. Teachers may submit agenda items to the Principal for consideration.

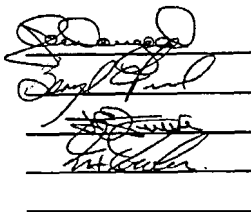
30.06 Report Cards

- a) After an annual consultation with the staff, the Principal shall establish timelines for production of report cards; specifically, when teachers may begin working on report cards, when report cards are to be completed for review, and when they are expected to have them available to be signed off by the Principal.
- b) After an annual consultation with the staff, the Principal shall establish expectations for the report cards in the areas of content and next steps, clarify the format for the report cards identifying expectations such as proper paragraph format or point-form, the use of the child's name or pronouns, etc.
- c) Should extenuating circumstances arise, established timelines should be reviewed with the teacher to discuss any difficulties in meeting the report card deadline and appropriate timeline modifications.
- d) The schedule of availability of technical support through the Help Desk is available on the Intranet.
- e) Information with regard to report card procedures and general timelines is to be included in the staff handbook. Specific dates for each term will be added to the handbook by way of addendum.
- f) The Board shall provide training to assist teachers in the preparation of report cards.

This Collective Agreement is

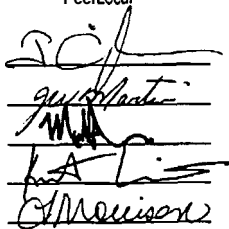
Dated and executed this 22nd day of April, 2009.

The Peel District School Board:



Handwritten signatures of the Peel District School Board representatives, including names like "S. ...", "S. ...", "S. ...", and "S. ...", each written on a horizontal line.

The Elementary Teachers'
Federation of Ontario
Peel Local



Handwritten signatures of the Elementary Teachers' Federation of Ontario Peel Local representatives, including names like "J. ...", "J. ...", "J. ...", and "J. ...", each written on a horizontal line.

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 Boards 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

Peel District School Board

In-school Staffing Advisory Committee Terms of Reference

In-school Staffing Advisory Committee

The In-school Staffing Advisory Committee is an advisory body to the Principal.

The In-school Staffing Advisory Committee should review and ensure that there is a clear understanding of the G-32 memo, the G-32 FAQ's, the E-I memo and Article 13.02 of the Collective Agreement.

The following effective practices have been developed through the Joint Liaison Committee in order to assist the In-school Staffing Advisory Committee in the implementation of Article 13.02 of the Collective Agreement.

- In addition to the Principal and Steward, membership on the In-school Staffing Advisory Committee should represent the size of the school, the diversity of the school organization, including representation by division, specialty and support teachers. After consultation between the Principal and the Steward regarding the representation on the Committee, the Steward facilitates the election of staff representatives by the teachers in the school.
- A member of the committee, other than the Principal or Steward, normally acts as chair.
- The Chair of the Committee, in conjunction with the Committee members, will be responsible for the development of the agenda. A copy of the agenda should be circulated to members of the Committee in advance of the meeting.
- A summary of recommendations should be recorded by a member of the Committee, on a rotating basis, to ensure that the Committee members have a common understanding. This summary should be reviewed at the start of each subsequent meeting.

APPENDIX B (Continued)

In-school Staffing Advisory Committee - Terms of Reference

- Given the timelines inherent in the E-1 and G-32 memos, the Principal will provide the following information to the Committee in a timely manner:
 - enrolment projections by grade
 - actual enrolment by grade (for September Reorganization only)
 - staffing allocation received from Superintendent in each **staffing** category (classroom teacher, ESL, guidance, ISSP, library, planning time, etc.)
 - E.J.S.C. divisors and range of class sizes
 - seniority list of all teachers on staff
- Determination of any excess to school teachers, by seniority/program qualifications, requires sensitivity. All such decisions will be made according to the parameters in the E-1 memo (September) and G-32 FAQ (February). It is important for the Principal to discuss these parameters with the Committee members prior to discussions taking place. All such discussions remain confidential to the Committee until the Principal has completed discussions with individuals affected and shared the names with all staff.
- School Organizations are developed through the following In-school Staffing Advisory Committee process:
 - consideration and discussion of *information/data* provided by the Principal to guide the development of a school organization
 - discussion of a draft(s) organization
 - vetting a final draft organization
 - Principal informs staff impacted by the final school organization
 - sharing of the final school organization with all staff by the Principal
- Any member of the Committee may request a meeting, through the chair, as required over the course of a school year.
- Although one of the roles of the In-school Staffing Advisory Committee is monitoring the level of integration of exceptional pupils into regular classroom programs, one suggested mechanism and venue for consideration of the integration of pupils is the spring class building and placement process meetings.

10/16/2007

LETTER OF UNDERSTANDING

Re: Scheduling of Parent/Teacher Interviews

In the 2008-09 school year, it is the Board's intention to maintain its current practice as of 2004-05 regarding the scheduling of parent/teacher interviews.

In the 2009-10 school year, the Board will maintain its current practice as of 2004-05 regarding the scheduling of parent/teacher interviews on a Professional Activity Day for the first reporting period. In recommending alternatives to a Board designated evening for parent/teacher interviews in March, the Board agrees to consult with and consider input that the Local may wish to provide regarding methods of communication with parents regarding student progress in March of each school year.

Effective in 2010-11, in order to maintain its current practice as of 2004-05 regarding the scheduling of parent/teacher interviews on a Professional Activity Day for the first reporting period, the Board will be required to convert the Professional Activity Day previously designated for "year end reporting and school closing activities" for this purpose.

The parties acknowledge that the Professional Learning enhancement described in the Memorandum 2008:B10 is designed to offset the incremental cost of providing teachers with the alternative professional development and training opportunities to compensate for the loss of the equivalent of one day of professional development and training in 2009-10 and two days in 2010-11 and 2011-12.

The Board will review with the Local the professional development and training opportunities for elementary Teachers and the expenditures attributed to the professional development and training opportunities for elementary Teachers outlined in the PDT in 2009-10, 2010-11 and 2011-12.

LETTER OF UNDERSTANDING

Re: ProfessionalActivity Days

In the 2009-10 school year, one Professional Activity Day will be designated for the purpose of assessment and completion of report cards at the elementary level. The day will be designated in the calendar prior to the first reporting period.

Effective in 2010-11, two (2) ProfessionalActivity Days will be designated for the purpose of assessment and completion of report cards at the elementary level: one prior to the first reporting period and one prior to the second reporting period. No more than two Professional Activity Days shall be designated for the purpose of assessment and completion of report cards at the elementary level.

Should the Ministry designate additional days above the current six (6) Professional Activity Days without specifying the particular purpose for those additional days, the Board agrees to consult with and consider input that the Local may wish to provide regarding how those additional ProfessionalActivity Days will be utilized.

LETTER OF UNDERSTANDING

Re: Implementation of the Grade 4-8 Class Size Reduction
under the PDT

The average class size for 2008-09 is 25.02. In accordance with the PDT, the Board will reduce the Grade 4-8 average class size as follows:

2009-10: by 0.1 over their 2008-09 Grade 4-8 average class size: 24.92
2010-11: by 0.2 over their 2008-09 Grade 4-8 average class size: 24.82
2011-12: by 0.3 over their 2008-09 Grade 4-8 average class size: 24.72
Aug 31, 2012: by 0.5 over their 2008-09 Grade 4-8 average class size: 24.52

Staffing information shall be provided by the Board to the Elementary Joint Staffing Committee on an annual basis that will confirm the class size reductions set out above.

LETTER OF UNDERSTANDING

Re: Implementation of the Grades 7 and 8 Student Success Teachers and Literacy & Numeracy Coaches under the PDT

In accordance with the PDT, "The parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a \$20M allocation in the GSN starting in 2012-13 to support the deployment of Grades 7 and 8 Literacy and Numeracy Coaches and Student Success Teachers in the GSN for all School Boards as follows: 0.32 teacher per 1,000 grade 4 to 8 pupil."

Subject to the conditions set out above, the Board will allocate the additional funded teaching positions for the 2012-13 school year and provide staffing information to the Elementary Joint Staffing Committee to confirm the deployment of elementary Literacy and Numeracy Coaches and Student Success Teachers at the Grades 7 and 8 level.

LETTER OF UNDERSTANDING

Re: Workplace Violence in Schools

The Ministry has established a Joint Task Group to examine and report to the parties on the issue of workplace violence in the schools. The mandate of the Joint Task Group will include:

- a review of exemplary policies and procedures that deal with the prevention of violence, the management of violent situations and the support to employees who have experienced violence;
- a review of the pertinent legislation;
- the provision of appropriate training including the recognition, prevention and control of violent situations and physical intervention techniques;
- the role of the Joint Health & Safety Committees.

The Joint Task Group will develop a report which recommends effective policies and procedures to the parties no later than December **31, 2009**.

The Board and the E.T.F.O. Local(s) shall establish a Joint Committee on Workplace Violence, consisting of up to six (6) representatives each, plus appropriate resources, no later than February **28, 2010**. The Committee shall review the recommendations from the Joint Task Group and where appropriate develop an implementation strategy for such recommendations for the **2010-11** school year and beyond.

LETTER OF UNDERSTANDING

Re: PDT Provisions Concerns Principals and Vice-Principals

During the 2011-12 school year, if the Board

- a) reports more elementary Principal and Vice-Principal FTEs devoted to administrative and instructional duties in its 2011-12 Estimates than the number of Principal and Vice-Principal FTEs funded; and
- b) projects under spending on its classroom teachers line in its 2011-12 Estimates;

it shall recall elementary regular teachers for the duration of the 2011-12 school year who may have otherwise been laid off at the end of the 2010-11 school year because of declining enrolment, up to the lesser of:

- c) the number of Principal and Vice-Principal FTEs (administrative and instructional duties) deployed in 2011-12 Estimates above the number of Principal and Vice-Principal FTEs funded; or
 - d) the dollar value of the projected under spending on the Board's classroom teachers line in their 2011-12 Estimates.
- e) For the purposes of subsections a) and c), the number of Principal and Vice-Principal FTEs funded will be defined as:
- i) the number of Principals and Vice-Principals funded through the School Foundation Grant; plus
 - ii) the number of Principals and Vice-Principals reported by the Board as funded through shares of the Learning Opportunity Grant, the Special Education Grant or the Declining Enrolment Adjustment, provided that these shares do not exceed the provincial average shares of these grants attributed to Principals and Vice-Principals in 2010-11 Estimates, in which case the provincial average shares in 2010-11 Estimates shall be substituted.

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 September, 2004 will be taught by certified elementary teachers during the term of this Collective Agreement – September 1, 2008 to August 31, 2012.

LETTER OF INTENT

Re: Implementation of Supervision under the PDT

School Supervision Schedules

The parties agree that the Superintendent of Human Resources and the President of the Local will meet to discuss procedures for the implementation and monitoring of school supervision schedules.

LETTER OF INTENT

Re: Opening/Closure/Reconfiguration of Schools

At its collective bargaining negotiations, the parties discussed the issue of the Opening/Closure/Reconfiguration of Schools.

The parties agree that if the existing school is to be opened, closed or reconfigured a meeting will be called between representatives of the Local Union and the Associate Director of Educational Services as soon as possible after the decision is made to discuss the implications for staff. For the purpose of this article an affected school is one that would lose students or gain students as a direct result of the decision to open, close or reconfigure a school.

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