

AGREEMENT BETWEEN:

The Peel District School Board  
hereinafter called the "Board"

and

The Ontario Secondary School Teachers' Federation  
hereinafter called the "Union"

September 1, 1998 to August 31, 2000

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
Article 1	Purpose and Scope	1
Article 2	Definitions	2
Article 3	Effective Period	3
Article 4	Recognition	4
Article 5	Union Dues and Assessments	6
Article 6	No Strikes or Lockouts	7
Article 7	Grievance Procedure	8
Article 8	Probationary Teachers	14
Article 9	Management Rights	15
Article 10	Pregnancy/Parental Leave	18
Article 11	Special Leave of Absence	21
Article 12	Teacher Funded Leaves	23
Article 13	Acting Administrative Positions	28
Article 14	Staff Allocation	29
Article 15	Transfer and Surplus	34
Article 16	Seniority	46
Article 17	Notice of Resignation or Retirement	49
Article 18	Liaison Committee	50
Article 19	Physical Environment/Health and Safety	51
Article 20	Medical Procedures	52
Article 21	School Year/School Day	53
Article 22	Continuing Education Teachers	55
Article 23	Salary Schedule	58
Article 24	Employee Benefits	70
Article 25	Allowance on Retirement	74
Article 26	Early Retirement Incentive Plan (E.R.I.P.)	76
Article 27	Professional Development Leave	78
Article 28	Personal Leaves of Absence	81
Article 29	Night School/Summer School	83
Appendix "A"	Teacher Funded Leaves Application	
Appendix "B"	Automobile Insurance	
Appendix "C"	Staff Allocation Committee	
Appendix "D"	Supplemental Employment Benefit (SEB) Plan for the Peel District School Board	

Letter of Intent Re: Communication of Changes in Board Policy

## ARTICLE 1: PURPOSE AND SCOPE

- 1.01 It is the desire of both parties to specify within this Agreement the entitlement of those Teachers covered by this Agreement as to salary, allowances, monetary benefits and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.
  
- 1.02 This Agreement shall apply to all Teachers in the Bargaining Unit.

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) "Bargaining Unit" means all Teachers in the Board's secondary teachers' bargaining unit which does not include occasional teachers, as defined by Part X.1 of the *Education Act* as amended from time to time.
  - c) "Bargaining Unit Executive" means the officers of the Union who are employed by the Board and elected to represent the Bargaining Unit.
  - d) "District" means Ontario Secondary School Teachers' Federation, District 19, it being understood that the Bargaining Unit constitutes part of the District's membership.
  - e) "occasional teacher" means an occasional teacher as defined by the *Education Act*.
  - f) "party" shall mean the Board, or the Bargaining Unit Executive acting on behalf of the Union.
  - g) "probationary teacher" means a probationary teacher as defined by Article 8 of this Agreement.
  - h) "Teacher" means a Teacher who is employed by the Board in the Bargaining Unit.

### ARTICLE 3: EFFECTIVE PERIOD

3.01 This Agreement shall be effective from September 1, 1998 and shall continue in full force up to and including August, and shall continue automatically thereafter for periods of one year unless either party notifies the other, in writing, not before one hundred and fifty days prior to the expiry date and not later than thirty (30) days prior to the expiry date, that it desires to negotiate with a view to renewal, with or without modification, of this Agreement.

If either party gives notice of its desire to negotiate amendments in accordance with this Article 3.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Collective Agreement, unless the parties agree otherwise, in accordance with the *Ontario Labour Relations Act*.

3.02 Amendments to this Agreement shall be made only by mutual agreement in writing of the Board and the Bargaining Unit Executive, after ratification by the Bargaining Unit and the Board.

3.03 This Agreement shall supersede all previous agreements. Except for error, inadvertence, or omissions, it shall form the basis of computing all salaries and determining other conditions defined herein.

ARTICLE 4: RECOGNITION

- 4.01 The Board recognizes the Union as the sole collective bargaining agent for all Teachers in the Bargaining Unit. The Board recognizes the Bargaining Unit Executive as the agent/representative of the Union for purposes of any further negotiation for the renewal of this Agreement and the administration of this Agreement.
- 4.02 The Board recognizes the Bargaining Unit's Negotiating Committee, as the official Committee representing the Bargaining Unit and negotiating on its behalf, and agrees to meet with up to seven (7) members of the Negotiating Committee for the purpose of negotiating a renewal of this Agreement.
- 4.03 The Board recognizes the right of the Union to authorize its representatives or any other agent(s) to assist the Bargaining Unit's Negotiating Committee.
- 4.04 The Union recognizes the Board's Negotiations Committee as the authorized representative of the Board, and agrees to meet with up to seven (7) members of that Committee for the purpose of negotiating a renewal of this Agreement.
- 4.05 The Union recognizes the right of the Board to authorize any other agent(s) to assist the Board's Negotiations Committee.

#### 4.06 Federation Officers

- a) The Board agrees to permit the equivalent of up to eight (8) Teachers appointed by the Bargaining Unit to be exempted from teaching duties for each year of this Agreement. The requests for leave under this clause 4.06 a) will be made by May 15 preceding the school year during which the leave is to be taken. Each such leave may only be taken for a full academic year. Costs for the appointments will be assumed by the Bargaining Unit, based on the following:
  - 1) For the President, Chief Negotiator, Vice-President and Benefits Information Officer, it shall pay the cost of the salary and benefits of the replacement Teacher, based on the salary for Category 3, Step 0, and the Board shall pay the cost of the Teachers on leave.
  - 2) For the other Teachers appointed under this clause, it shall pay the actual cost of salary and benefits of the Teachers on leave, and the Board shall pay for their replacements.
- b) The Board agrees to permit paid short-term leave for up to seven (7) Teachers for purposes of attending negotiations meetings (including Conciliation and Mediation) with the Board and for this purpose the Federation agrees to compensate the Board at the current qualified supply Teacher rate.
- c) The Board agrees to permit paid short-term leave for Bargaining Unit representatives to attend to Federation business at the request of the Bargaining Unit Executive, provided that such leave shall not interfere unduly with the Teacher's or the school's instructional programs. One designated Bargaining Unit representative in each school may receive up to two (2) days of paid short-term leave each school year. The Bargaining Unit shall compensate the Board for such leaves at the current qualified supply teacher rate.

## ARTICLE 5: UNION DUES AND ASSESSMENTS

### 5.01 District Levy

The Bargaining Unit Executive shall notify the Board no later than June 30th of the total amount to be deducted for the District Levy in accordance with its constitution and by-laws. The amount will be deducted from the Teacher's first pay during the school year. The Board will forward the sum of the deduction to the District within one month of the deduction being made.

### 5.02 Union Dues

During the term of this Agreement, the Board agrees to deduct, from each pay of each Teacher, the regular Union dues currently in effect according to the constitution and by-laws of the Union. The Union shall notify the Board in writing, no later than November 30 for the following January and no later than June 30 for the following September, of any changes to the amount of dues currently in effect according to its constitution and by-laws. The amount deducted shall be remitted to the Treasurer of the Union, 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth day following the month in which the deductions are made.

5.03 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 deduction and remittance of the District Levy and Union Dues pursuant to article 5.01 and article 5.02.



ARTICLE 6: NO STRIKES OR LOCKOUTS

- 6.01 a) There shall be no strike or lockout during the term of this Collective Agreement. The terms "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*.
- b) 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) A "party" shall be defined as:
  - 1) the Bargaining Unit Executive; or
  - 2) the Board.
- c) In this Article, "days" shall mean instructional days unless otherwise indicated.
- d) A "supervisor" shall mean Principal or appropriate Superintendent, whichever is the immediate supervisor of the complainant.

### 7.02 Informal Stage

If a Teacher is unable to resolve a complaint informally, the Teacher may with the concurrence of the Bargaining Unit Executive initiate a complaint with his/her supervisor who shall answer the complaint in writing (if requested) within ten (10) days of receipt of the complaint. The 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 the complaint.

### 7.03 Formal Stage

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

b) Step 1

The Bargaining Unit Executive may initiate a written grievance with the Superintendent of Schools through the Superintendent of Human Resources Teaching Staff Services. The Superintendent of Schools may convene a meeting with the grieving Teacher and a representative of the Bargaining Unit Executive and such others as the Superintendent of Schools requires within ten (10) days of receipt of the grievance. The decision, in writing, to the Bargaining Unit Executive shall be rendered within ten (10) days following the meeting.

The grievance shall contain:

- 1) a description of how the alleged dispute is in violation of the Agreement;
- 2) a statement of the facts to support such grievance, including the specific Article(s) violated;
- 3) the remedy sought; and
- 4) the signature of the President of the Bargaining Unit or designate.

Notwithstanding the above and where the Teachers and Board agree that it is appropriate, a grievance may proceed directly to Step 2, Step 3, or Step 4.

7.03 c) Step 2

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

d) Step 3

If the reply of the Superintendent of Human Resources Teaching Staff Services, or designate, is not acceptable to the Bargaining Unit Executive, a written request will be made within ten (10) days to the Board's Grievance Committee through the Director of Human Resources, Negotiations and Support Staff Services. The Board's Grievance Committee shall meet within twelve (12) days to deal with the grievance. The decision, in writing, to the Bargaining Unit Executive shall be rendered within ten (10) days following the meeting. The Grievor may attend the Step 3 grievance meeting.

e) Step 4

If the reply of the Board's Grievance Committee is unacceptable, the Bargaining Unit Executive may then apply for Arbitration within ten (10) days of the receipt of the reply.

- 7.04 a) A complaint or grievance arising directly between the Board and the Union or the Bargaining Unit Executive must be initiated by either the Board or the Bargaining Unit Executive commencing with Step 2 within ten (10) days of the occurrence complained of.

- 7.04 b) A complaint or grievance arising directly between the Board and the Bargaining Unit Executive on behalf of a retired or deceased member must be initiated by either the Board or the Bargaining Unit Executive commencing with Step 2.

7.05 Grievance Mediation

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

7.06 Arbitration

- a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.
- b) The recipient of the notice shall, within five (5) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board.
- c) Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair.
- d) If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party.
- e) The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the parties and/or representatives and determine the difference or

- 7.06 e) allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the Chair governs.
- f) The Arbitrator or Arbitration Board, as the case may be, shall not, by 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 Bargaining Unit Executive 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 Teacher, Bargaining Unit Executive or Union, as the case may be, 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 Board of Arbitration shall have the power to modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances.
- 7.10 The decision of an Arbitrator or the Arbitration Board is final and binding and shall be implemented by the appropriate authorities. Where a party fails to comply with any of the terms of a decision of an Arbitrator or Board of Arbitration, any party affected by the decision may file in the office of the Registrar of the Supreme

7.10 Court a copy of the decision of the Arbitrator or Board of Arbitration, exclusive of the reasons therefor and certified by the Arbitrator or the Chair of the Board of Arbitration to be a true copy of the decision, whereupon the decision shall be entered in the same way as a judgement or order of that court and is enforceable as such.

7.11 There shall be no reprisals of any kind taken against any person because of participation in the 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 a) Newly hired Teachers shall serve a probationary period of 194 school days. The probationary period may be extended by the Board for a further 194 school days if the Teacher receives one or more unsatisfactory ("buff") evaluations during the first 194 school days. The probationary period may also be extended by mutual agreement of the Board and the Bargaining Unit Executive and the Teacher, pursuant to such terms and conditions as they may consider reasonable in the circumstances.
- b) Teachers who were on probationary contracts prior to September 1, 1998 shall remain on probation for the time remaining in their original probationary period or the period specified in a), whichever is shorter.



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 Without limiting the generality of the foregoing, subject only to the specific provisions of this Agreement and the right of any Teacher to lodge a grievance under the grievance procedures herein provided for, the Teachers and the Union recognize and accept that it is the right of the Board to:
- a) hire, transfer, promote, demote, classify, direct, assign or layoff;
  - b) suspend with or without pay, discharge or otherwise discipline Teachers, subject to 9.04;
  - c) plan and direct the nature and quality of teaching programs, the number of Teachers to be employed, the number of students to be allocated to a program, the subjects to be taught, the designation of positions of responsibility, the hours and days of teaching and instruction, and such other duties and responsibilities of the Board as are outlined in the statutes and regulations pertaining to education and labour in the Province of Ontario; and
  - d) to make, enforce, and alter from time to time, rules, regulations and policies governing Teachers in their employment.

- 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 a) No Teacher shall be discharged, demoted, disciplined or suspended without just cause.
- b) The parties agree that 9.04 a) above does not apply to:
- 1) assignment and transfer of Teachers; and
  - 2) Teacher evaluation reports unless resulting in dismissal.
- c) It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the discharge of probationary Teachers.
- 9.05 The Board agrees that any proposed changes in policy of the Board which will directly affect Teachers shall be communicated to the President of the Bargaining Unit, and after such communication, if the Bargaining Unit Executive wishes to enter into 'discussion of the subject, the Board would be willing to consider the input achieved as a result of such discussion before a final decision is made by the Board.
- 9.06 The Bargaining Unit Executive shall appoint one of its members as a delegate to the Instructional Programs/Curriculum Committee of the Board. Such a delegate shall have the right to:
- a) receive all material published for general distribution which will be made available to the Instructional Programs/Curriculum Committee;

- 9.06 b) make comment about matters relevant to the Teachers; and
- c) ask questions which might arise from briefs, reports and delegations coming before the Instructional Programs/Curriculum Committee.

ARTICLE 10: PREGNANCY/PARENTAL LEAVE

- 10.01 Pregnancy and Parental Leaves of Absence shall be granted to a Teacher who has completed thirteen (13) weeks of continuous service and shall be governed by the terms of the *Employment Standards Act* as amended.
- 10.02 Pursuant to the terms of the Act, a Teacher should notify the Principal of the pregnancy, or the intention to take parental leave, as soon as possible and arrange a suitable date for the commencement of the leave.
- 10.03 The Pregnancy and Parental Leave may be extended as a Leave of Absence without pay to a maximum total of three (3) years by mutual agreement of the Teacher and the Board. Extensions during the first school year in which the leave is taken will only be approved so as to terminate at the end of a school term or semester. Extensions beyond the first year will only be approved for a full academic year, or a full semester in a semestered school.
- 10.04 A Teacher on Pregnancy Leave or Parental Leave is considered to be employed by the Board and may not accept employment with another Board, except for short-term occasional assignments, night school or summer school courses either during the leave or at its conclusion, unless the Board has accepted the Teacher's resignation.

10.05 Parental Leave of up to eighteen (18) weeks shall be available to a Teacher in accordance with the terms of the *Employment Standards Act*, and subject to the following:

- a) biological mothers- immediately following Pregnancy Leave.
- b) other parents as defined by the *Employment Standards Act*- within thirty-five (35) weeks of the child being born, or in the case of adoption, coming into care.

For planned parental leaves, Teachers should notify the Principal and arrange a suitable date for the commencement of the Leave as far in advance as possible, but shall do so not less than two (2) weeks prior to the day on which the Leave will commence. For parental leave for adoption purposes, Teachers should notify the Principal of intent to adopt at least three (3) months prior to the adoption, on the understanding that it may be necessary to commence the Leave immediately the child becomes available.

- 10.06 a) The Board shall pay its normal premium contributions for any plan under Article 24 in which a Teacher who is on Pregnancy Leave or Parental Leave participates, for the period of leave required by the *Employment Standards Act*, but not during the period of any further extension of leave granted pursuant to Article 10.03. Such benefits shall be subject to the rights of the insurer.
- b) 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 for the 2 week waiting period under E.I. at a weekly rate equal to 60% of the Teacher's weekly insurable earnings under E.I., provided that the Teacher:
- 1) is eligible for Pregnancy or Parental Leave benefits under E.I. laws and regulations; and

- 10.06 b) 2) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.C. (As further clarification, the weekly supplementary benefit for the 2 week waiting period shall be equal to the weekly benefit received by the Teacher from E.I.C. during such leave.)
- c) No supplementary benefit will be paid under this plan for any week in the waiting period which falls outside the Teacher's normal employment period (i.e. July and August if 10 month employment). The supplementary benefit plan shall be subject to the requirements of the E.I.C.
- d) Except as provided for in paragraphs a) and b), Teachers on Pregnancy Leave or Parental Leave shall not be paid a salary or employee benefits during the period of Leave.

10.07 Following the Teacher's return to duty, the Teacher shall be guaranteed 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 15.

10.08 When the Teacher reports for work upon the expiration of the Leave, the Board shall permit the Teacher to resume work with no loss of seniority or benefits accrued to the commencement of the Pregnancy and/or Parental Leave.

ARTICLE 11: SPECIAL LEAVE OF ABSENCE

- 11.01 Special leave may be granted in accordance with Board policy.
- 11.02 Application for special leaves of absence shall be presented to the Board accompanied by a recommendation of the appropriate supervisory officer. The Board shall notify the applicant of its decision.
- 11.03 Teachers on special leave of absence shall not be paid a salary or employee benefits during the period of the leave, but they may retain their membership in any plan under Article 24, by paying full premiums (subject to the rights of the insurer).
- 11.04 A Teacher on special leave of absence is considered to be employed by the Board and may not accept employment with another Board either during the leave or on its conclusion unless the Board has accepted the Teacher's resignation.
- 11.05 A Teacher taking special leave of absence shall be expected to notify the Board prior to February 1st whether or not he/she intends to return to his/her position with the Board in the following September.
- 11.06 Following the Teacher's return to duty, the Teacher shall be guaranteed 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 position mutually consented to by the Teacher and the Board, subject to Article 15.

11.07 Leaves granted under Article 11 are subject to the approval of the Superintendent of Human Resources Teaching Staff Services in consultation with the Teacher's Principal and Superintendent of Schools.



ARTICLE 12: TEACHER FUNDED LEAVES

- 12.01 Participation in one of the plans shall normally be granted to any Teacher who has at least three (3) years seniority with the Board. The duration of the Leave shall be for one semester (in a semestered school only), one year or two years.
- 12.02 Any Teacher wishing to participate in one of the plans must make written application to the Superintendent of Human Resources Teaching Staff Services on or before December 1st requesting permission to participate in a plan. Such requests shall be forwarded to a Teacher Funded Leave Committee, consisting of three (3) Teacher appointees and three (3) Board appointees.
- 12.03 Selection of Teachers for one of the plans shall be made by the Teacher Funded Leave Committee, subject to final approval by the Board, no later than the first Board meeting in January.
- 12.04 No more than one hundred and fifty (150) Teachers shall be absent from teaching duties in accordance with these plans in any one year.
- 12.05 The Teacher shall be notified by the Board of the Board's decision by March 1st in the school year the original request was made as to the disposition of the Teacher's request.
- 12.06 Following the Teacher's return to duty the Teacher shall be guaranteed 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 position mutually consented to by the Teacher and the Board, subject to Article 15 of this Agreement.

- 12.07 A Teacher on a Teacher Funded Leave shall continue to accrue full seniority.
- 12.08 Sick leave credits shall continue to accumulate during the period of the leave under either plan.
- 12.09 While a Teacher is enrolled in one of the plans, and not on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received had they not been in one of the plans.
- 12.10 All applications must be submitted on the proper form and must clearly state:
- a) the date the leave is to commence
  - b) the number of teaching years prior to taking leave
  - c) the length of the leave
- 12.11 All Teachers wishing to participate in one of the plans shall be required to sign a Memorandum of Agreement contained in Appendix A before final approval for participation will be granted.
- 12.12 A Teacher, upon written notice to the Teacher Funded Leave Committee, may withdraw from a plan anytime up to January 15th prior to taking the leave of absence. Upon withdrawal from a plan, the full amount of salary withheld along with any accrued interest, shall be repaid to the Teacher within sixty days of notification of desire to leave a plan or otherwise if the Teacher and the Board so mutually decide. A \$25.00 administration charge shall be levied for Teachers who withdraw from a plan once deductions have commenced.

12.13 If a Teacher leaves the employ of the Board prior to taking the leave, the Teacher shall be paid the full amount of salary withheld, along with any accrued interest, as in 12.12 above. If the Teacher dies before taking the leave, the full amount of salary withheld along with any accrued interest shall be paid to the Teacher's estate or designated beneficiary.

12.14 The Board and the Bargaining Unit 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.

12.15 Holdback Salary Leave Plan

- a) Deductions are to be made as a percentage of the Total Salary of the Teacher for each pay period prior to the leave.
- b) The Board shall make an additional deduction of the minimum amount required to permit contributions to the Ontario Teachers' Pension Plan for the year of leave.
- c) The salary held back by the Board shall be placed in a Trust Account in the Peel Sheridan Dufferin Educational Credit Union in the Teacher's name.
- d) At the commencement of the leave the Board shall authorize the Credit Union to release the Trust Account to the Teacher.
- e) The Board shall pay a salary equal to the amount deducted in 12.15 b) to each Teacher on this leave plan on the first salary payment date for the period of the leave.
- f) A Teacher's employee benefits will be maintained by the Board during the leave of absence; however, the premium costs of all employee benefits, during the year of the leave, shall be paid by the Teacher.

#### 12.16 Deferred Salary Leave Plan

- a) In each year of the plan, preceding the period of leave, a Teacher will be paid a reduced percentage of their Total Salary. The remaining percentage of the annual 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 period of the leave.
- b) The calculation of interest under the terms of this plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a True Savings Account, 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 financial institution with which the Board deals.
- c) In the period of the leave the Board shall pay to the Teacher the total money deferred plus all accrued interest in accordance with Article 23.12.
- d) During the year of the leave, interest shall be paid as follows:
  - 1) A one-time calculation will be made on August 15 so that the interest recognition for the year will be applied prior to September's first pay.
  - 2) The interest rate to be used will be calculated the same as in the deferred years as in b) above.
  - 3) These rates will be applied to the average amount on deposit for the period of the leave and added to the accumulated balance at the end of August.

12.16 Deferred Salary Leave Plan (continued)

- e) The Board shall deduct from this amount any monies required for Income Tax, Employment Insurance, Canada Pension Plan.
  
- 9 A Teacher's employee benefits will be maintained by the Board during the leave of absence; however, the premium costs of the benefits shall be paid by the Teacher.

ARTICLE 13: ACTING ADMINISTRATIVE POSITIONS

13.01 A Teacher may be temporarily appointed to an Acting Principal or Vice-Principal position for a period of up to one school year to substitute for an absent Principal or Vice-Principal or in the event that the Board is not able to appoint a Teacher who is qualified for the position. During such an appointment that is more than one week but not more than one school year, the terms and conditions of employment as applied to Principals and Vice-Principals shall apply to the Teacher. No Teacher shall be appointed to such acting administrative position for more than a cumulative total of three (3) full school years. The Teacher shall continue to accrue seniority under Article 16 and to pay all Federation dues under Article 5 during the acting appointment. Upon termination of the acting position, the Teacher shall return to the Teacher's previous assignment, or if redundancies have occurred in the interim, to such other assignment as the Teacher may be entitled to on the basis of seniority.

13.02 A Teacher may be appointed as a Teacher In Charge on a temporary basis in the absence of a Principal or Vice-Principal for a maximum of forty (40) days per school year. Such a Teacher will continue to be subject to all terms and conditions of this Agreement. No on-calls shall be assigned as a result of such an appointment except in emergencies.

## ARTICLE 14: STAFF ALLOCATION

- 14.01 The Board, in co-operation with the Teachers, shall maintain the Staff Allocation Committee as presently constituted with the Terms of Reference given in Appendix C.
- 14.02 a) Each Branch of the Bargaining Unit shall elect a Staff Assignment Advisory Committee. The Staff Assignment Advisory Committee shall be an advisory body to the Principal in determining staff assignments within the school. It is recognized that the Principal has the final responsibility and the duty under the *Education Act*. The committee should consist of nine (9) members with one (1) member being the Vice-Principal responsible for timetabling and two (2) Department Heads and one member shall be the Branch President.
- b) The Principal shall provide the Staff Assignment Advisory Committee with a statement of the number of Teachers currently on staff and their qualifications, the number of Teachers allocated to the school and the Option Tally at least two weeks before staff are to be declared Excess to School by the Principal in accordance with Article 15. The Committee shall maintain the confidentiality of individual qualifications.
- c) The Principal and the Staff Assignment Advisory Committee shall together review and evaluate the Option Tally and the number of Teachers allocated and the Principal shall attempt to determine staff assignments in accordance with the advice of the Staff Assignment Advisory Committee within the school, observing the procedures in Article 15. If the Principal and the Staff Assignment Advisory Committee disagree both shall together consult with the Staff Allocation Committee. In the event that consultation with the Staff Allocation Committee does not resolve the disagreement the matter will be referred to the Director of Education or designate for resolution.

- 14.03 a) Should a Teacher consider that his/her timetable does not provide for an adequate and reasonable distribution of time, he/she shall have the right to a review of his/her timetable by the Principal of the school.
- b) Should the problem not be resolved in a manner acceptable to the Teacher, the Teacher may direct the complaint to a Committee composed of the Principal, the Superintendent of Schools, the Teacher, and the Bargaining Unit Executive President or designate.
- c) If the problem cannot be resolved by this Committee the matter shall be referred to the Director or designate.
- 14.04 a) Classroom teaching staff will be assigned to each school in order to ensure that the average class size, in the aggregate, across all secondary schools operated by the Board shall meet the legislative requirements.
- b) Each full-time Teacher shall be assigned 1250 minutes of instructional time for every five (5) instructional days on average during the school year. Of the 1250 minutes, up to 1125 minutes of instructional time for every five (5) instructional days on average will be assigned to classroom instruction or equivalent. In the context of the current school organization, commencing the second semester of 1998/99, no Teacher shall be assigned more than six (6) credit courses or equivalent in the Teacher's assigned timetable. As part of the 1250 minutes each full-time Teacher shall be assigned a minimum of 125 minutes per week of other timetabled instructional duties which may include duties such as:



- instruction in special or remedial programs;
  - instruction in provincially mandated programs;
  - co-op monitoring;
  - field trips/off-campus activities deemed by the Principal to be part of the curriculum;
  - on-calls in areas which are credited toward a high school diploma, provided that department heads shall be the last to be assigned on-calls;
  - guidance; or
  - library and computer room duties.
- c) No Teacher will be assigned more than the equivalent of twenty (20) on-call periods in each semester and no more than two (2) on-call periods in any week, except in the case of emergencies.
- d) The Principal will balance on-calls among staff and balance the on-calls of a Teacher over the school year. It is agreed that on-calls are only assigned time when used and, therefore, when not used, alternate assignments will be given.
- e) Each Teacher shall be timetabled for the equivalent of one half period of preparation time each day, on average, within every five (5) instructional days during the school year. Preparation periods will not be used for on-call assignments, except for emergencies. Preparation periods will be re-scheduled in the event that an on-call was required due to an emergency.
- 9 Non-instructional assignments shall be assigned equitably amongst the staff and shall be monitored by the Staff Assignment Advisory Committee.

- g) If a Teacher in any period of instruction is, by mutual consent, providing simultaneous instruction in two (2) separate credits, then that period of instruction shall be counted as one (1) credit.
  - h) Each Teacher shall be provided with a lunch break in accordance with the Regulations under the *Education Act*.
- 14.05
- a) It is the intention of the Board that no school shall exceed the Peel regional average Pupil Period Contact (P.P.C.) loading by more than 10 percent.
  - b) The Branch Executive, in co-operation with the Principal, shall determine the average academic P.P.C. and shop P.P.C. in the school on the 30th day of September. Such data shall be made available by the Principal to the Branch Executive within two (2) working days.
  - c) Any academic Teacher who has a P.P.C. loading which exceeds the average in that school for academic Teachers by more than 15 percent shall have the right to a review of his/her P.P.C. loading by the Principal, the Branch President and a representative of the Staff Allocation Committee.
  - d) Any shop Teacher who has a P.P.C. loading which exceeds the average in that school for shop Teachers by more than 20 percent shall have the right to a review of his/her P.P.C. loading by the Principal, the Branch President and a representative of the Staff Allocation Committee.
  - e) Any Teacher who teaches both shop and academic credits who has a P.P.C. loading which exceeds the pro-rated shop and academic average in that school by more than 15 percent shall have the right to a review of his/her P.P.C. loading by the Principal, the Branch President and a representative of the Staff Allocation Committee.

- 14.05 9 Should a complaint re: individual staff P.P.C. arise and not be resolved in a manner acceptable to the Teacher within four days, the Teacher may direct the complaint to a Committee composed of the Principal, the Superintendent of Schools, the Teacher and the Branch President.
- g) If the problem cannot be resolved by this Committee the matter shall be referred to the Director of Education or designate.
  - h) Notwithstanding the above 14.05 a), c), d) and e), the Principal and Staff Allocation Committee may review the P.P.C. loading for any Teacher upon request.
- 14.06 Any grievance lodged under Article 7 of this Agreement which refers to the implementation of Articles 14.02 to 14.05 may only be instituted by the Branch Executive of the school in question, acting through the person of its Vice-President or by the District Executive.
- 14.07 Secondary Teachers who are appointed as Consultants or other positions with Board-wide responsibilities shall remain members of the bargaining unit.

ARTICLE 15: TRANSFER AND SURPLUS15.01 DEFINITIONS

- a) “Administrative Transfer”- a transfer of a Teacher from one assignment to another within the jurisdiction of The Peel District School Board initiated by the Board.
- b) “Contract Portion of the Recall List”- shall be the ten most senior Teachers on the Recall List.
- c) “Deemed Qualified”- any Teacher who with his/her consent is assigned by the Principal, with the approval of the Board, with due regard for the safety and welfare of the pupils and the ..... provision of the best possible program, shall be deemed qualified consistent with Regulation 262 under the *Education Act*.
- d) “Excess to School”- a Teacher who is excess to school is a Teacher for whom no position exists within the Teacher’s own school.
- e) “Integration”- is a Teacher transfer for a temporary period (not exceeding two years) to the elementary panel in order to obtain experience.
- f) “Qualified”- a qualified Teacher is any Teacher who possesses the qualifications in the subject area according to the Ontario College of Teachers Certificate of Qualification and in accordance with Regulation 262 under the *Education Act*.
- g) “Recall List”- is a list maintained by the Board which lists in order of seniority, the names and addresses of Teachers who have been laid off as a consequence of having been declared Surplus to Region.

- 15.01 h) “Regional Seniority List”- a list maintained by the Board consisting of the names of all Teachers in order of seniority as determined in accordance with the criteria established in this Article 15.
- i) “School Staff”- consists of all Teachers on the Regional Seniority List with assignments within a school or on leave from the school or in an alternate term assignment.
- j) “Surplus to Region”- Teachers with less seniority than the staff complement shall be declared to be “Surplus to Region”.
- k) “Voluntary Transfer”- is a transfer from one assignment to another within the jurisdiction of The Peel District School Board, initiated by the Teacher as per this Article.

#### 15.02 GENERAL

- a) This Article is to provide for the orderly **staffing** of the Board’s schools, including such contingencies as assignment, transfer, increase, reduction and recall.
- b) Both parties will make every effort to meet the dates as specified within this Article, but it is understood that either party may delay any date in the Article up to ten (10) working days upon notice and after consultation with the other party. Any further delay will require mutual agreement which shall not be unreasonably withheld. Any such date changes shall be communicated to the Teachers at the earliest opportunity. In consultation with the Bargaining Unit Executive, the Superintendent of Human Resources Teaching Staff Services shall issue a memorandum by December 31st of each year entitled

- 15.02 b) "Secondary School Staffing Calendar". Such memorandum shall set forth the dates by which the steps specified in this Article are to be completed, the dates for regional composite postings of vacancies and other relevant instructions. Such dates may, however, be revised following consultation with the President of the Bargaining Unit Executive.
- c) Copies of all relevant lists contained within this Article shall be provided to the Bargaining Unit Executive upon request.
- d) Any Teacher who goes on leave or takes a term appointment shall remain on the School Staff of his/her previous school.
- e) For the purposes of this Article, IndEC North, IndEC South, and other educational centres established under Section 27 (1) of the General Legislative Grants Regulation, (Ontario Regulation 228/80) shall be treated as individual schools.
- f) It is the responsibility of the Teacher to ensure that the Teacher's address is on permanent file with the Board. All notices required to be given by the Board to the Teacher pursuant to this Article shall be hand delivered or addressed by registered mail to the Teacher's last address as filed by the Teacher from time to time with the Board or such other method as the Board and the Bargaining Unit Executive may agree. Notices shall be signed for when hand delivered, with a copy to the Bargaining Unit Executive. Delivery of such notice shall be deemed to have occurred, when sent by registered mail, five (5) days after the date of mailing thereof; otherwise on the date the notice is sent by the Board. In the event of a postal interruption it is the Board's responsibility to verify that notice was given.

- 15.02 g) Wherever possible administrative transfers, other than those covered in the remainder of this Article, shall be made by mutual agreement between the Teacher and the Board, but the Board shall have the right after consultation with the Teacher involved, to assign that Teacher to such a position as the Board feels necessary to meet the needs of the system. Final notification of the transfer shall be made to the Teacher in writing.
- h) By October 15 of each year Teachers will indicate, on forms to be provided by the Board, any new qualifications earned in the past year.

#### 15.03 PART-TIME TEACHERS

- a) All part-time Teacher positions shall revert to full-time effective September 1st for the following school year unless otherwise agreed to by the Teacher and the Board prior to the determination of the Surplus to Region List.
- b) Determination of part-time assignment shall be the responsibility of the Principal, subject to agreement with the Teachers concerned. In the event that a Teacher's request for a part-time assignment is denied, the Principal shall, if requested by the Teacher, discuss the reasons for the denial with the Teacher.
- c) Subsequent to the organization of the schools, a part-time Teacher may revert to a full-time assignment only when the additional portion of the assignment is available to external applicants.

#### 15.04 SURPLUS-TO-REGION

- a) Before February 15th the total number of staff required for the Region for the following school year shall be determined by the Board, subject to this collective agreement.

- 15.04 b) Teachers with less seniority than the staff complement determined pursuant to (a) above shall be declared Surplus to Region.
- c) Written notification will be given by registered mail or hand delivery (and signed for when hand delivered) from the Board to those Teachers who have been declared to be Surplus to Region. Copies of such notices shall be provided to the Superintendent of Schools, Principal and the Bargaining Unit Executive.

15.05 IDENTIFICATION OF EXCESS TO SCHOOL

- a) Teachers who have received written notification as in Article 15.04 (c) as Surplus to Region shall not be included in the school organization.
- b) Department Heads and Program Leaders are exempt from being declared Excess to School.
- c) When a position of responsibility is vacant, a vacant timetable within the department must also be included in the school organization.

Any Teacher holding a position of responsibility who goes on leave or takes an alternate assignment shall return to the former position at the end of the leave or other assignment unless displaced by these procedures.

While such a Teacher is on leave or in the alternate assignment, the position will be filled by another Teacher on an acting appointment.

A Teacher in an acting position of responsibility will remain on the School Staff of the Teacher's former school and for the purposes of this Article will not be a member of the School Staff where the Teacher holds the acting appointment.



- 15.05 c) If a vacant Position of Responsibility occurs or persists-after June 10th, it shall be filled by September 1<sup>st</sup> for the ensuing school year by the most appropriately qualified applicant within the school on an acting basis for that school year. The position will be advertised for the following school year during the normal hiring period.

If a vacant Position of Responsibility persists after September 1st it shall be filled within six (6) weeks for the balance of the school year by the most appropriately qualified applicant within the school on an acting basis for that school year. The position will be advertised for the following school year during the normal hiring period.

- d) In completing the staff assignments for the school, the Principal shall attempt to place those members of the school' staff highest on the Regional Seniority List.
- e) If a more senior Teacher is not qualified or deemed qualified to fulfill the remaining program requirements then that Teacher should be declared Excess to School and the process shall continue in order of seniority.

- 9) No later than the Tuesday prior to the beginning of the March Break, the Principal shall submit the School Organization to the Superintendent of Human Resources Teaching Staff Services which shall include:

- 1) the names of those Teachers who are Excess to School;
- 2) a list of all vacancies, both full-time and part-time, in the school, for the following school year;
- 3) a list of all Teacher Assignments; and
- 4) the rationale used for deeming of all unqualified staff.

- 15.05 g) The Superintendent of Human Resources Teaching Staff Services will review the school organizations. After any necessary modifications are made, and after consultation with the President of the Bargaining Unit Executive or designate, the Superintendent of Human Resources Teaching Staff Services will approve or amend these organizations.

15.06 VOLUNTARY TRANSFER

- a) The Board shall post a regional list of vacancies in each school no later than seven (7) days after the conclusion of March Break and this list shall be updated regularly in accordance with the Secondary School Staffing Calendar and at least one posting update shall occur after the Administrative Transfer date referred to in Article 15.07.
- b) Subject to Article 15.03 c), any Teacher, except for Teachers declared Surplus to Region, may apply for any posted vacancy in the Region for which the Teacher is qualified.
- c) A Teacher who wishes to participate in the Voluntary Transfer Process should indicate to their Principal their intention to do so, as soon as possible.
- d) In any school year a Teacher may voluntarily transfer only once except for a Teacher who has been declared Excess to School and subsequently transferred to another school. A second voluntary transfer may be permitted to allow that Teacher to transfer back to his/her original school should an opening for which he/she is qualified occur.

15.07 ADMINISTRATIVE TRANSFER DAY(S)

During the third week in April, appointments to positions of responsibility and the voluntary transfer process will cease. All Teachers remaining on the Excess to School List shall be administratively transferred to vacancies for which they are qualified or deemed qualified, where possible.

15.08 BUMPING

- a) If after Administrative Transfer Day, any Teachers who were declared Excess to School have not been placed, then a bumping process will begin and be completed prior to May 1st. The bumping process shall be used to ensure that the Teachers with the least seniority are declared Surplus to Region, provided that the remaining Teachers are qualified or deemed 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 Bargaining Unit Executive regarding the reasons. The Board shall determine displacements, and the number of displacements shall be kept to a minimum.
- b) 1) If the least senior Teacher to be bumped is a part-time Teacher, that Teacher is bumped.
- 2) If the next least senior Teacher to be bumped is a full-time Teacher, he/she is bumped from the full-time to the part-time position, if qualified, and the senior Teacher takes the full-time position.
- 3) The most senior bumped Teacher in 2) above, retains the part-time position vacated by the less senior bumped Teacher in 1) above, if qualified, and becomes Surplus to Region for the other part of his/her contract.
- 4) If not qualified for the part-time position, the more senior bumped Teacher in 2) above, becomes fully Surplus to Region.
- c) If the bumper is a part-time Teacher and the least senior Teacher to be bumped is a full-time Teacher, the least senior Teacher retains part of his/her position and becomes Surplus to Region for the other part.

- 15.08 d) Heads, and Program Leaders are not subject to being bumped, provided that no Teacher with greater seniority has been declared Surplus to Region as a result of this exemption.

15.09 FILLING FURTHER VACANCIES

- a) After the schools are staffed and the Administrative Transfers in 15.07 have occurred, all remaining and subsequent vacancies shall continue to be posted regularly and be available on a voluntary transfer basis to all Teachers not declared Surplus to Region.
- b) Should any vacancy remain unfilled after the Administrative Transfer period and ten (10) days after it was first posted, the Board shall have the right to fill the vacancy with the most senior Teacher qualified or deemed qualified from those on the Surplus to Region List or the Recall List.
- c) If the vacancy cannot be filled by (b) above, the vacancy may be advertised and filled externally.
- d) The opportunity for voluntary transfer will cease on June 10th. The Board may then immediately fill the remaining vacancies or any new vacancy,
- 1) with the most senior Teacher qualified or deemed qualified, first from the Surplus to Region List or the Recall List, and
  - 2) if it cannot be filled as in (1) the Board may advertise and fill the position externally.
- e) The transfer of a Teacher in September as the result of fluctuations in enrolment will be carried out by Administrative Transfer initiated by the Board after consultation with the Bargaining Unit Executive. This transfer will be carried out in accordance with 15.05 (d) and (e). There will be no bumping at this time.

#### 15.10 TERMINATION AND RECALL

- a) At the last regular Board meeting in May the ten most senior Teachers on the Surplus to Region List or the Recall List shall be assigned to the Contract Portion of the Recall List for a period of one (1) academic year. No Teacher shall remain on the Contract Portion of the Recall List for more than one academic year. The Board may, in its discretion, place more than ten (10) Teachers on the Contract Portion of the Recall List.

Any Teachers remaining on the Surplus to Region List on June 30, other than those placed on the Contract Portion of the Recall List, shall be placed on the Non-Contract Portion of the Recall List.

- b) Teachers on the Contract Portion of the Recall List shall be assigned to retraining and/or professional duties such as night school, summer school, supply teaching, an occasional assignment, administrative or research assignments with the Board, or assigned to school over and above the regular staffing complement. Such assignments shall be subject to the working conditions of the program to which the Teacher is assigned. Such assignments shall not create a vacancy on the Contract Portion of the Recall List. The Board agrees to assist Teachers on the Contract Portion of the Recall List to be recalled by identifying qualification areas in which the Board may have future staffing needs and the Board may assign the Teacher to retraining where it considers that to be appropriate.
- c) A Teacher on the Contract Portion of the Recall List may be transferred, on the basis of seniority, to a full-time position on a regular assignment in a day school program for which the Teacher is qualified or deemed qualified. Where such a Teacher is offered an occasional position and accepts, that Teacher retains his/her position on the Recall List.

- 15.10 d) If a vacancy is created on the Contract Portion of the Recall List, then the vacancy shall be filled by the most senior available Teacher on the Recall List.
- e) The Board will have no further obligation to a Teacher on the Recall List refusing a full-time position for which that Teacher is qualified.
- f) Teachers who are not available due to valid health reasons shall maintain their position on the Recall List, but shall not be offered further positions with the Board until such time as the Teacher has filed a Certificate with the Board certifying his/her availability.
- g) It is the responsibility of a Teacher on the Recall List to inform the Board in writing by registered mail, or signed for when hand delivered, with proper documentation where applicable, of any changes in qualifications and availability for work whether part-time or full-time.
- h) If a position becomes available, the Board shall notify by registered mail to the Teacher's last filed address the Teacher with the appropriate qualifications who has the highest position on the Recall List.
- i) If the Board does not receive a reply within five (5) working days from the date of deemed receipt of the notice set forth in 15.10 h) above, it shall have fulfilled its obligation to such Teacher and shall contact the next eligible Teacher on the Recall List.
- j) A Teacher shall be removed from the Contract Portion of the Recall List for any one of the following reasons:
- 1) the Teacher resigns;
  - 2) the Teacher refuses a full-time position;
  - 3) the Teacher is placed in a full-time position;
  - 4) the Teacher has been on the Contract Portion of the Recall List for one full academic year.

- 15.10 j) The Teacher who is removed from the Contract Portion of the Recall List in accordance with 4) above shall be added to the Non-Contract Portion of the Recall List.
- k) A Teacher shall be deleted from the Non-Contract Portion of the Recall List for any of the following reasons:
- 1) the Teacher has been rehired by the Board;
  - 2) the Teacher has been hired by another school board;
  - 3) the Teacher refuses to accept a full-time position for which he/she is qualified, offered by the Board;
  - 4) after twenty-six (26) consecutive months on the Non-Contract Portion of the Recall List.
- l) Should a Teacher be recalled to a teaching position or a position on the Contract Portion of the Recall List, under this Agreement, the Board shall reinstate the accumulated sick leave credits standing to the accumulation of the Teacher at the time the Teacher was laid off by the Board.
- m) In the event that additional Teachers are declared Surplus to Region in the fall term, these Teachers will be added to the Contract Portion of the Recall List. The Contract Portion of the Recall List shall be adjusted according to Article 15.10 a) effective December 31
- n) Those Teachers declared Surplus to Region and who have been laid off from active employment will be placed on the secondary Occasional Teacher List and shall have the opportunity to apply for Long Term Occasional Assignments.

ARTICLE 16: SENIORITY

- 16.01 The Board shall, in consultation with the Bargaining Unit Executive, develop a list of all Teachers in the employ of the Board as at September 1, 1998 in order of their acquired seniority as of August 31, 1998. Such acquired seniority shall be calculated and the order of seniority shall be established in accordance with Article 15.03 of the continuation 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.
- 16.02 The following seniority system will take effect the date of ratification of this Agreement or such earlier date as the parties may agree, for Teachers having a Start Date on or after September 1, 1998.
- 16.03 Seniority shall be the length of continuous service with the Peel District School Board as a Teacher in the Bargaining Unit from the first day worked after being hired (Start Date). Relative seniority shall be maintained so long as the Teacher remains an employee of the Board, whether active or inactive, subject to Article 16.10.
- 16.04 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.
- 16.05 Teachers hired on or after September 1, 1998 shall be added to the seniority list based on their first day of work.



16.06 In the event that two or more Teachers referred to in Article 16.05 have the same Start Date, their order on the seniority list shall be determined as follows:

- a) in order of the exact aggregate of the Teacher's secondary teaching experience with the Board and its predecessor board; then
- b) in order of the exact aggregate of the Teacher's total teaching experience as a member of OSSTF; then
- c) the Teachers who are tied with one another after a) and b) have been applied, shall be randomly ordered by the Human Resources Department,

In applying the above criteria, the steps shall be applied in order as required until the tie is broken; and 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.

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

16.08 The Board shall draw up a Seniority List current as of December 31st and published no later than January 18th. The List shall be posted in every Peel secondary worksite. In addition, a copy of the List shall be sent to the Bargaining Unit Executive at the same time.

16.09 A Teacher shall have ten (10) working days to query his/her position on the Seniority List by stating the reasons for the query, and providing documentation where necessary, to the Superintendent of Human Resources Teaching Staff Services, who shall review each query and revise the Teacher's placement if this is warranted after consultation with the Bargaining Unit Executive. No later than February 10th the revised List shall be posted and mailed as in Article 16.08 above.

16.10 A Teacher's seniority shall be lost and a Teacher's employment shall be deemed to be terminated only in the event that:

- a) the Teacher resigns or retires;
- b) the Teacher is discharged by the Board and the Teacher is not reinstated through the grievance and arbitration procedures;
- c) a Teacher is laid off and not recalled to work in accordance with Article 15.10 of this Collective Agreement; or
- d) the Teacher abandons the Teacher's position by failing to return to work upon completion of a leave of absence or failing to report after receiving a recall from layoff in accordance with Article 15.10, unless the Teacher provides an acceptable reason to the Board.

ARTICLE 17: NOTICE OF RESIGNATION OR RETIREMENT

17.01 Where a Teacher intend-s to terminate the Teacher's employment with the Board for any reason, the Teacher shall give not less than thirty (30) days notice, provided that 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.

17.02 Nothing herein prevents an employee and the Board from mutually agreeing to the employee's resignation at any time.

ARTICLE 18: LIAISON COMMITTEE

- 18.01 a) A Bargaining Unit Executive 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 Bargaining Unit Executive/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: PHYSICAL ENVIRONMENT/HEALTH AND SAFETY

- 19.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents and the promotion of safety and health in the Board's facilities, having regard for the *Occupational Health and Safety Act*.
- 19.02 Up to two representatives of the Teachers will be members of the Joint Health and Safety Central Committee which shall meet at least every three months or more frequently if required to attempt to resolve health and safety problems. The Committee's terms of reference and procedures are those established by it.
- 19.03 Where a Teacher knows of a hazard that may endanger the Teacher or another worker, or knows of a contravention of the *Occupational Health and Safety Act* or the regulations, the Teacher shall report it to the Principal and the Branch President. Copies of any such report shall also be provided to the Board's Supervisor of Health and Safety and the Teachers' representative on the Joint Health and Safety Committee.
- 19.04 The Principal upon receipt of such a report, shall promptly investigate, or arrange for the investigation of the hazard or contravention reported. The Principal or the designated investigator shall notify the Teacher, the Branch President, the Teachers' representative on the Joint Health and Safety Committee and the Board's Health and Safety Officer of the findings resulting from the investigation.
- 19.05 A Teacher may also issue a request through the Branch President to the Teachers' representative on the Joint Health and Safety Central Committee to investigate some aspect of the Physical environment of the school that may constitute a hazard to the physical well-being of students and/or staff. A copy of any such request shall be provided to the Teacher's Principal.

ARTICLE 20: MEDICAL PROCEDURES

20.01 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.

ARTICLE 21: SCHOOL YEAR/SCHOOL DAY

21.01 The Board shall establish a School Year Calendar for the following year by May 1st.

The Board shall designate a school year with a minimum of one hundred and ninety (190) instructional days and the remaining school days shall be Professional Activity days. Every effort shall be made to allow for the maximum number of Professional Activity days to occur either at the end of each school semester or school year.

- 21.02 a) It is the policy of the Board to provide adequate accommodation for all students in conforming with its duties under the *Education Act*. The extended school day will only be used as an interim provision while permanent accommodation is being developed. If extended school days should prove to be necessary, the Teachers will be actively involved in consideration of all matters that have a direct bearing on the implementation and operation of extended school day programs.
- b) The Board will make every effort to insure that the number of consecutive hours that Teachers and students have in their timetables will not exceed those of Teachers in schools not on extended days, although it must be recognized that it has not always been possible, and may not be possible, to maintain such a timetable arrangement.
- c) The Executive of the Bargaining Unit, will continue to be invited to planning sessions, Management Council meetings, and to meetings of the Executive Committee where the extended school day is under consideration. The administration will facilitate the Bargaining Unit Executive's participation in this regard if it is deemed necessary by the Teachers.

21.03 The length of the school year shall be equal to the minimum number of days required under the *Education Act* and the Regulations thereunder.



ARTICLE 22: CONTINUING EDUCATION TEACHERSPURPOSE OF ARTICLE

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 a secondary school credit course. The provisions of this Article shall constitute the entire agreement of the parties regarding Continuing Education Teachers. No other provisions of the Collective 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 Collective Agreement, the provision of this Article prevails.

22.03 The following clauses of the Collective Agreement shall apply. to Continuing Education Teachers, together with this Article:

Article 1	Purpose and Scope
Article 3	Effective Period
Article 4	Recognition
Article 5	Union Dues and Assessments
Article 6	No Strikes or Lockouts
Article 7	Grievance Procedure
Article 9	Management Rights
Article 19	Physical Environment/Health & Safety
Article 20	Medical Procedures

LEAVES OF ABSENCE22.04 a) Pregnancy/Parental Leave

Pregnancy and Parental Leave without pay for Continuing Education Teachers in the Night School Program shall be in accordance with the terms of the Employment *Standards Act*.

b) 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, at the time of adoption of the Teacher's child, or illness provided that the Teacher arranges and ensures that he/she is 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.

SALARY SCHEDULE

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

Teachers	\$35.00 per hour
Director	\$6,500
Assistant Director	\$5,000

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

NEW POSITIONS

22.06 Newly created positions covered by this Article shall be advertised across the secondary panel.

DISCIPLINE

22.07 Notwithstanding Article 9.02 b) 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.

REGULAR DAY SCHOOL PROGRAMS

22.08 The following provision shall be suspended for the period during which this Agreement remains in effect:

The parties agree that any class being taught for credit purposes between the hours of 8:00 a.m. and 4:00 p.m. on a regular school day (excluding summer school) in the Region of Peel will be taught by Union members who will receive salary and benefits in accordance with the other provisions of the Collective Agreement and not in accordance with Article 22.

ARTICLE 23: SALARY SCHEDULE

23.01 Each Teacher shall receive from the Board a basic salary determined by the Teacher Salary Experience Schedule and, in addition, any allowance(s) due under Articles 23.05, 23.06, 23.07 and 23.08. Together this basic salary and these allowances shall be called the "total salary" of the Teacher.

23.02 The Teachers' Salary Experience Schedule from September 1, 1998 to August 31, 2000, inclusive shall be:

Salary Grid- September 1, 1998 to August 31, 2000

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
0	31,251	33,789	36,326	38,864
1	33,789	36,326	38,864	41,401
2	36,326	38,864	41,401	43,939
3	38,864	41,401	43,939	46,476
4	41,401	43,939	46,476	49,014
5	43,939	46,476	49,014	51,551
6	46,476	49,014	51,551	54,089
7	49,014	51,551	54,089	56,626
8	51,551	54,089	56,626	59,164
9	54,089	56,626	59,164	61,701
10	56,626	59,164	61,701	64,239
11				66,776

Co-ordinators

73,915  
75,948  
78,048  
80,017

### 23.03 Category Placement

- a) Category definitions shall be those established by the Ontario Secondary School Teachers' Federation Certification Policy. For the purposes of salary categorization, the Board recognizes the Certification Rating Statements as of September 1, 1998 issued by the O.S.S.T.F. Certification Board.
- b) It shall be incumbent upon a Teacher to provide documented proof in the form of a Group Certification Rating Statement from the O.S.S.T.F. as to the Teacher's appropriate group classification. Failure to present an O.S.S.T.F. Certification Rating Statement shall result in a Teacher being paid in Category 1. Upon presentation of a Certification Rating Statement salary shall be adjusted as per 23.03 c). Teachers holding Letters of Standing shall be placed upon the salary schedule, with the determination being made by the Director of Education or designate in consultation with the Superintendent of Human Resources Teaching Staff Services.
- c)
  - 1) Salary changes resulting from Certification Rating Statements submitted to the Superintendent of Human Resources Teaching Staff Services on or before January 31st shall be retroactive to September 1st of that school year.
  - 2) Salary changes resulting from Certification Rating Statements submitted to the Superintendent of Human Resources Teaching Staff Services between February 1st and March 31st of the school year shall be retroactive to January 1st of the school year.
  - 3) Salary changes resulting from Certification Rating Statements submitted to the Superintendent of Human Resources Teaching Staff Services after March 31st of the school year shall be made effective on September 1st of the next school year.

#### 23.04 Step Placement

In determining the position of a Teacher on the Teacher Experience Schedule, a Teacher shall be granted experience for the following:

- a) Teaching experience in a public elementary or secondary school or in a university or private school under the supervision of the Ministry of Education and Training or equivalent experience approved by the Superintendent of Human Resources Teaching Staff Services; (Note: Teaching experience is deemed to mean experience obtained subsequent to professional certification as defined by the Director of Education or designate in consultation with the Superintendent of Human Resources Teaching Staff Services).
- b) A leave of absence or Teacher Funded Leave for a program approved in advance by the Board designed to upgrade the Teacher's qualifications by post-graduate work or a year of travel relevant to the Teacher's classroom work (a year shall be at least ten months).
- c)
  - 1) For leaves commencing September 1st 1984, seventeen weeks of Leave of Absence for Maternity or Adoption Leave will be credited in determining the position of a Teacher on the Teacher Experience Schedule.
  - 2) For Pregnancy Leaves or Parental Leaves commencing on or after November 18, 1990, up to seventeen (17) weeks for Pregnancy Leave and up to eighteen (18) weeks of parental leave will be credited in determining the position of a Teacher on the Teacher Experience Schedule.

- 23.04 d) Related experience in a trade, business or an area directly related to the teaching subjects as determined by the Superintendent of Human Resources Teaching Staff Services.
- 1) Applications for related experience must be made within six (6) months of acceptance of a position.
  - 2) Upon request, a Teacher shall be provided with a written document explaining related experience, and the criteria used to establish related experience.
  - 3) Should a Teacher's teaching subject area change, the Teacher may apply for related experience in the new subject area within six (6) months of the start of the new assignment.
- e) 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 the 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.
- f) 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.
- g) In any event or combination thereof the maximum accumulation of teaching experience shall be one year, in any one year.
- h) 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.

- 23.04 i) Teachers on staff before the commencement of this Agreement who are receiving credit for teaching experience for reasons other than those given above shall continue to receive such credit.
- j) 1) Salary changes resulting from a change in Step Placement submitted to the Superintendent of Human Resources Teaching Staff Services on or before December 31st shall be retroactive to September 1st of that school year.
- 2) Salary changes resulting from a change in Step Placement submitted to the Superintendent of Human Resources Teaching Staff Services between January 1st and March 31st of the school year shall be retroactive to January 1st of the school year.
- 3) Salary changes resulting from a change in Step Placement submitted to the Superintendent of Human Resources Teaching Staff Services after March 31st of the school year shall be made effective on September 1st of the next school year.

23.05 Allowance for Responsibility for Administrative Positions

- a) The following responsibility allowance shall be paid in addition to the regular salary and allowances to which the Teacher is entitled:

Career Orientation Officer	)	
Consultants	)	\$4,415
Resource Teachers- Secondary	)	
Continuing Education Assistant	)	
Program Leader		\$5,887



23.05 Department Head, Assistant Department Heads

Responsibility allowances for these positions for the 1998/99 school year will be \$4,415 for Department Heads and \$883.20 for Assistant Department Heads for the period from September 1, 1998 until December 31, 1998.

- b) For the 1999-2000 school year, a joint committee shall develop the structure to be applied consistently across the Board for Positions of Responsibility. The joint committee, which shall operate by consensus will report by January 1, 1999. The recommendations contained within the committee's report shall be implemented for the 1999-2000 school year following ratification by both parties and shall then be deemed to form part of this Agreement. Position of Responsibility allowances will be allocated as agreed by the committee with the total sum equal to the relevant provincial allocation.
- c) If a position of responsibility can be filled on or before June 10, the position shall be filled by a regular appointment if a suitable applicant is available.

If a position of responsibility occurs or persists after June 10 it shall be filled by the most suitably qualified applicant within the school on an acting basis for that school year. The position will be advertised for the following school year during the normal hiring period (i.e. January to June).

d) Administrative Assistants

- 1) Under normal circumstances, a Teacher in the position of Administrative Assistant may hold that position up to two years at the same level of remuneration that the Teacher would have received had the Teacher been holding his/her previous position.
- 2) Administrative Assistants presently receiving a responsibility allowance shall continue to receive that allowance.

- 23.05 d) 3) The Board through the Superintendent of Schools or appropriate Supervisory Officer, shall undertake to provide a prescribed career development program for Administrative Assistants.

23.06 Allowance for Extra University Degrees

(These are to be defined as those above a B.A. and not included in establishing certification level.)

	<u>Sept./98</u>
a) Doctorate	\$1,178
Master's	883
Bachelor of Paedagogy	374
Bachelor of Education	124

- 1) The allowance for the Ontario Bachelor of Education will only be paid if the degree was granted over and above a Bachelor of Arts degree and was not granted in conjunction with the Faculty of Education certification.

Notwithstanding the above, all Teachers who were on staff on January 1, 1971, and were receiving the Bachelor of, Education Degree allowance on that date, shall continue to do so.

- 2) A four-year Bachelor of Education Degree obtained outside the Province of Ontario shall be accepted subject to the approval of the Director of Education or designate in consultation with the Superintendent of Human Resources Teaching Staff Services.
- b) The courses required for the degrees listed in a) may be used to determine category level and if so used shall not be eligible for the allowance for an additional degree.

- 23.06 c) The allowances for post-graduate or extra degrees will be effective the first of September of the calendar year in which the Teacher completed the necessary qualifications and will apply to one post-graduate degree only. Proof of additional degrees must be submitted to the Superintendent of Human Resources Teaching Staff Services by March 31st of the following calendar year to fulfill the requirements of retroactive payment.
- d) Allowance for extra degrees will not apply to Co-ordinators.

23.07 Allowance for Specialist's Certificate in Special Education

An allowance of \$300. shall be paid for a Specialist's Certificate in Special Education provided the Teacher was already in Category 4 without using this certificate.

23.08 Vocational Teacher's Allowance

- a) An allowance of \$315. per year shall be paid to staff who were teaching in Vocational Secondary Schools in Peel on June 29, 1974, excluding Directors and Department Heads.
- b) A Vocational School Teacher under contract as of June 29, 1974, who loses the \$315. Vocational Teacher's Allowance as a result of receiving a Headship or Directorship shall have the \$315. allowance reinstated should the before-mentioned positions be removed at some subsequent date regardless of reason.

23.09 Special Assignments

From time to time special assignments may require Teachers to work beyond the regular school year. Such special assignments require the approval of the Director of Education or designate. The compensation for such special assignments either in terms of

23.09 salary or special time release is to be determined in advance by the Superintendent of Human Resources Teaching Staff Services in consultation with the Teachers involved, taking into consideration the regular rate of basic salary in effect at the time of the special assignment, as it affects the individual concerned. This does not apply to the teaching of Night School or Summer School.

23.10 Part-Time Teachers

- a) A part-time Teacher shall be entitled to an in-school timetable including teaching periods, assigned duty periods and unassigned duty periods based upon the average Teacher timetable for such periods for full-time staff in the same school.
- b) The salary and allowance paid to a part-time Teacher shall be the basic salary and allowances for that Teacher multiplied by the fraction of the day the Teacher teaches as specified in 23.10 a).
- c) Should it occur, for whatever reason, that a part-time Teacher does not have a timetable as outlined in 23.10 a) then the fraction of the full-time salary and allowance paid to that Teacher shall be the larger of the teaching fraction and the assigned duty fraction.
- d) A part-time Teacher is interpreted to include a semester Teacher. A semester Teacher is interpreted to mean a Teacher with a half-time assignment working full-time in-either the first or second semester and on leave for the other semester.

### 23.11 New Positions

- a) The establishment of new classifications other than the ones categorized in this Agreement shall not be undertaken without prior discussions concerning the salaries, allowances, seniority and transfer rights for these positions.
- b) Such discussions shall be held between the Director of Education and the President of the Bargaining Unit or their designates.
- c) Any new position created by the Board shall, until it is negotiated, be paid as if it were in an existing category.

### 23.12 Method of Payment

- a) Salaries shall be paid according to the following plan:
  - 40% of Total Salary in 9 payments September to December
  - First day of school in September 8%
  - Each regular pay day for 8 pay periods 4%
  - 60% of Total Salary in 13 payments January to June
  - First regular pay day each calendar year 8%
  - Each regular pay for 11 pay periods 4%
  - Final pay day in June 8%
  - Payment will be made on alternate Fridays.
  - When the regular payment date falls on a statutory holiday, the pay shall be deposited on the preceding day.
- b) Notwithstanding Article 23.12 a) above, in accordance with Board procedures a Teacher may elect to be paid on an even bi-weekly 12 month pay schedule.
- c) Notwithstanding Article 23.12 a) and b), effective September 1, 1999, salaries shall be paid in accordance with Board procedures on an even bi-weekly 12 month pay schedule.

d) Deduction Schedule

Approved deductions shall take place according to the following schedule:

1st Payment Date in Month- Income Tax, Employment Insurance, Canada Pension, Teachers' Pension Plan, Federation Fees, Group Insurance, LTD Insurance.

2nd Payment Date in Month- Income Tax, Employment Insurance, Canada Pension, Teachers' Pension Plan, Federation Fees.

3rd Payment Date in Month- Income Tax, Employment Insurance, Canada Pension, Teachers' Pension Plan, Federation Fees.

Deductions shall be made every pay for Credit Union, Savings Bonds, United Way and Group Registered Savings Plans.

- e) The Board shall deposit the Teacher's earnings at a bank/financial institution designated by the Teacher.

23.13 Terms of Salary Payments

- a) 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 bears to the total number of school days in the school year.
- b) Notwithstanding a) above, a semester Teacher teaching exactly one semester shall be paid exactly 50% of the Teacher's annual salary rate and shall be credited with exactly 0.50 of a year for salary, and Teachers' Pension Plan purposes. Deductions for leaves without pay for a semestered Teacher shall be at a per diem rate based on that Teacher's full time annual salary as specified in Article 23.01 divided by the total number of school days.

- c) Should a retroactive salary adjustment be made, it shall be paid to all Teachers on staff in the interval covered by the adjustment even if they are no longer employed by the Board when the adjustment is made.
- d) If the Teacher is no longer employed by the Board, the retroactive adjustment shall be forwarded to the Teacher's last known address. In the event it is returned, it is the Teacher's responsibility to contact the Superintendent of Human Resources Teaching Staff Services within 3 months of the signing of the Agreement, informing the Superintendent of where the adjustment can be forwarded.
- e) The Board shall notify the Bargaining Unit Executive, in any instance where cheques have been returned.

ARTICLE 24: EMPLOYEE BENEFITS

- 24.01 a) An Employee Benefit Committee shall be maintained throughout the term of the Collective Agreement for the purpose of reviewing the Employee Benefit Package. The Committee shall be composed of the Benefits Information Officer and Chief Negotiator appointed by the Bargaining Unit Executive and two- Board members or their designates.
- b) The Employee Benefit Committee shall meet from time to time to:
- 1) review Employee benefit requirements;  
and
  - 2) discuss problems in the area of Employee benefits identified by the Board, Administration or the Teachers.
- c) The Committee shall make recommendations to the Board.
- 24.02 a) Where required by the carrier, participation in the Employee Benefit Plans stated herein is a condition of employment.
- b) A part-time Teacher shall be entitled to the same benefit package as outlined in Article 24 pro-rated.

24.03 Extended Health Benefits and Semi-Private Coverage

The Board shall assume 100% of the total premium cost of the extended health benefit and semi-private coverage plan, including the premium cost of the prescription drug coverage, the vision care rider (\$200/2 years), and the hearing care rider (\$500/5 years).



#### 24.04 Dental Plan

The Board shall assume 100% of the total premium cost of the standard Sun Life or equivalent based on the Ontario Dental Association suggested fee guide in effect.

#### 24.05 Group Life and Accidental Death and Dismemberment Insurance

- a) The Board shall assume 100% of the cost of a \$50,000 policy for each Teacher through the Board's carrier. In addition, subject to the approval of the insurer, each Teacher shall have the option of increasing the Teacher's coverage in units of \$25,000, up to a maximum of eight (8) units, with the Board assuming none of the additional premium.
- b) The Board shall pay 100% of the premium cost of 18 units of life insurance offered by the Ontario Secondary School Teachers' Federation Fraternal Society.

#### 24.06 Long Term Disability Insurance

The Board shall assume the administrative cost of a benefit plan offered by the Ontario Secondary School Teachers' Fraternal Society. Each Teacher shall pay 100% of the premium cost of the Long Term Disability Insurance.

#### 24.07 Sick Leave Credit Plan

The Board undertakes a cumulative Sick Leave Plan subject to the final authority of the Board, the administration being vested in the Director of Education.

- a) The annual number of credit days under the plan shall be 20 days per school year to a maximum of 300. Credits shall be accumulated for part-time Teachers on a pro-rata basis.

- 24.07 b) Where a Teacher of another board becomes a Teacher of this Board, the Teacher shall be entitled to have sick leave accumulated under the provisions of the board in which the Teacher was previously employed transferred to the sick leave account in this Board up to the limit established in 24.07 a).
- c) 1) At the beginning of each school year each Teacher in the Board's employ on a permanent or probationary contract of 10 months shall receive 20 sick leave credits.
- 2) At the beginning of a Teacher's employment under contract beginning after the commencement of the school year, that Teacher shall receive sick leave credits proportionate to the working year remaining.
- 3) Where a Teacher leaves the employ of the Board before the end of a school year and has exceeded his/her entitlement of sick leave, (being the sum of accumulated sick leave credit plus the pro-rated allowance for the period of the final year worked), the Board shall deduct a sum from the Teacher's final pay equivalent to the number of days of sick leave taken in excess of entitlement.
- d) On a regular basis the Teacher shall be provided with a statement of current cumulative sick leave credits correct to the nearest one-half day reported on the Employees' Statement of Earnings and Deductions.

24.08 In the event of a Teacher's re-employment, the Director 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 Teachers' Pension Plan contributions are maintained.

24.09 A Teacher returning from a Leave of Absence under Article 11 and Article 28.02 b) shall have reinstated the accumulated sick leave credit accrued to the beginning of the Leave. Similarly, a Teacher recalled to employment from the Recall List shall have his/her sick leave credit accumulation reinstated as provided in 15. 10).

24.10 Medical Certificates

For a period of illness exceeding two days a Teacher shall be required to file a medical certificate only if such certificate is requested by the Superintendent of Human Resources Teaching Staff Services within 10 working days of the Teacher returning to work. For an illness of 1 or 2 days a medical certificate shall not be required unless asked for at the time the Teacher notifies the school or within 2 hours after normal school opening on the day of the absence.

24.11 Board Liability Insurance

The Board and the Teachers note the memo contained in Appendix B.

24.12 Upon retirement from the Board, a Teacher with 10 years or more of continuous service with the Board or its predecessors may elect to continue to participate in any Employee Benefit Plans in which he/she is enrolled until the Teacher reaches the age of 65. The retired Teacher shall assume the full cost of the premiums.

ARTICLE 25: ALLOWANCE ON RETIREMENT

25.01 An allowance on retirement from the Board shall be paid when all of the following conditions have been met:

- a) A Teacher has been continuously under contract to, or on leave from, with or without salary, the Board or its predecessors for a minimum period of 10 years immediately prior to the retirement date.
- b) A Teacher has an accumulated minimum total of 10 years of service with the Board that qualify for step placement.
- c) The Teacher has attained the age of 60 years or is eligible for a pension under the provisions of the Teachers' Pension Plan' and is at such time employed by the Board.

25.02 Any Teacher who qualifies for an allowance on retirement from the Board who dies before receiving the full benefits of the allowance shall have the allowance paid to the Teacher's estate.

25.03 All the benefits of the allowance shall be paid in full within one year of the Teacher's retirement or in a manner which is mutually satisfactory to the Teacher and the Board.

25.04 The amount of the allowance payable shall be calculated as follows for accumulated service as defined in Article 25.01 b):

- a) for ten years' service- 20% of the annual salary being paid at the time of retirement;
- b) for each additional year of service- 2% of the annual salary being paid at the time of retirement;

- 25.04 c) the foregoing allowance shall be grandparented for Teachers employed on date of ratification (including those with recall rights); for Teachers hired after the date of ratification of this Agreement, 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;
- d) the maximum amount payable shall be 50% of the annual salary being paid at the time of retirement.

ARTICLE 26: EARLY RETIREMENT INCENTIVE PLAN (E.R.I.P.)

26.01 The following E.R.I.P. option shall be granted to a Teacher who is retiring with at least ten years of continuous service with the Board immediately prior to the retirement date and when one of the following criteria apply:

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

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

- 26.02 a) For Teachers who meet the criteria in 26.01 a) above, the sum payable shall be:
- 1) \$10,000 if retirement is taken in the first year of eligibility.
  - 2) \$6,000 if retirement is taken in the second year of eligibility.
  - 3) \$4,000 if retirement is taken in the third year of eligibility.
  - 4) \$2,000 if retirement is taken at least one year earlier than the mandatory retirement age.
- b) For Teachers who meet the criteria in 26.01 b) above, the sum payable shall be:
- 1) \$10,000 if retirement is taken at or before age 60.
  - 2) \$6,000 if retirement is taken at age 61.
  - 3) \$4,000 if retirement is taken at age 62.
  - 4) \$2,000 if retirement is taken at age 63 or at least one year earlier than the mandatory retirement age.

- 26.03 Payment of the Early Retirement incentive shall be made on the first regular pay date in January following the date of retirement if application for same is received on the appropriate form supplied by the Board, when notice of retirement is given. Alternative arrangements for payments may be made, providing the request is made in writing at the time the incentive is approved, and the Board agrees to the method proposed.
- 26.04 The basic condition of the plan shall be that any costs to the Board of the use of this plan shall be offset by savings realized by the replacement Teacher being at a lower salary.
- 26.05 It is understood and agreed that the Early Retirement Incentive Plan (E.R.I.P.) as outlined in Article 26 does not apply, and no retirement incentive payment will be made, to a Teacher who has reached the retirement age of sixty-five (65).

ARTICLE 27: PROFESSIONAL DEVELOPMENT LEAVE

27.01 Professional Development Leave may be granted for Teachers to participate in short period programs potentially beneficial to Peel students. Any such leaves shall normally not exceed seven consecutive calendar days per individual. Such programs shall include workshops, conferences, trade shows, short-term courses, visits to innovative teaching programs, etc.

- 27.02 a) Approval for Professional Development Leave may be granted by the Superintendent of Human Resources Teaching Staff Services on the recommendation of the School Professional Development Leave Committee.
- b) In each Branch there shall be a School Professional Development Leave Committee consisting of the Principal, two Teachers and the Superintendent of Schools. These committees shall act on behalf of and be accountable to the Superintendent of Human Resources Teaching Staff Services who shall retain responsibility for the granting of Professional Development Leaves and for the proper disbursement of funds. These committees shall report to the Superintendent of Human Resources Teaching Staff Services.
- c) Each School Professional Development Leave Committee shall be responsible for administering its share of the funds allocated in Article 27.03.
- d) The funds allocated may be expended within the criteria established by the Superintendent of Human Resources Teaching Staff Services.



- 27.02 e) The Committee shall make every effort to distribute equitably the available monies over the various. subject departments in the school and to be cognizant of class disruption and organizational changes occurring from the leave.
- 27.03 The total budget for Professional Development Leaves during each school year shall be \$150. per Teacher calculated for all secondary Teachers employed on September 30th.
- 27.04 For the purposes of 27.03 above, the calculations for the Professional Development budget will be as follows:
- a) In accordance with the number of staff assigned to teach in each school as of September 30 as projected in the S.A.C. document each Spring together with any staff assigned over formulas as per Board resolution.
  - b) In accordance with the number of staff assigned to the Alpha Group as of September 30.
  - c) The Alpha Group includes any member of O.S.S.T.F. drawing a regular salary from the Board who is not assigned to a school, such as those listed below:
    - those at IndEC South and IndEC North
    - those at educational centres established under Section 27 (1) of the General Legislative Grants Regulation
    - those on integration
    - those who hold positions of Co-ordinator, Consultant, Resource Teacher, Staffing Officer, Resource Officer, Career Orientation Officer, or Admin. AssistantsHowever, a Teacher on a Teacher Funded Leave or Federation Leave pursuant to Article 4.06 a) shall not be considered to be drawing a regular salary from the Board for the purposes of this Article.

- 27.04 d) No contribution to the Professional Development Leave Plan shall be made for any Teacher on an unpaid leave of absence. A Teacher on a Teacher Funded Leave is considered to be on an unpaid leave of absence.
- e) In cases where the Board is reimbursed for a Teacher's salary during the period of the leave, the Board shall be entitled to bill \$150. with respect to Professional Development Leave.
- 27.05 A Teacher receiving Professional Development Leave shall continue to receive full salary and benefits.
- 27.06 When the Board requires that a Teacher attend a program, the Board shall pay the Teacher's full salary and all related expenses from other funds, Short Term Professional Development Leave funds generated pursuant to this Article shall be utilized for leaves requested by Teachers and approved by the Board pursuant to Articles 27.01 and 27.02 hereof.
- 27.07 Professional Development Leave shall not affect the cumulative sick leave reserve allowance of the Teacher concerned.

ARTICLE 28: PERSONAL LEAVES OF ABSENCE**28.01 Leaves without loss of income or deductions from Sick Leave**

Credits:

Death- spouse, father, stepfather, mother, stepmother, child, stepchild, brother, sister, mother or father-in-law, total dependent, ward (legal guardian) 3 days

Death- son or daughter-in-law, brother or sister-in-law, grandparents 2 days

Serious illness of the above 1 day

Compassionate Leave with the approval of appropriate official 5 days

Funeral of relative not mentioned above, or close friend 1 day

Father at birth of child 2 days

Time of adoption of a son or daughter 2 days

Examinations- up to 1 day per examination depending on time and place 1 day

Graduations- self, spouse, child, parent (beyond secondary) 1 day

Holy Days 3 days

Court Appearance- Jury Duty, Section 231, Sub-section 5, *Education Act* .

Quarantine- Period required by Medical Officer of Health

At the discretion of the Superintendent of Human Resources Teaching Staff Services, other and/or additional personal leaves may be granted.

OTHER LEAVES OF ABSENCE28.02 Personal Leaves of Absence With Loss of Pay

- a) Leave requested by the Teacher for personal reasons  
This Leave will not be used to extend vacations. 2 days  
maximum
- b) Leave of Absence Without Pay for one full academic year, or one full semester in a semestered school, for personal reasons (reasons to be stated), may be granted to teaching personnel at the discretion of the Superintendent of Human Resources Teaching Staff Services provided that the leave does not interfere with the reasonable operation of the school and is not detrimental to students.

Applications must be received not later than January 31st of the school year prior to the leave year.

- c) At the discretion of the Superintendent of Human Resources Teaching Staff Services, other and/or additional personal leaves of absence with accompanying loss of salary may be granted.

**ARTICLE 29: NIGHT SCHOOL/SUMMER SCHOOL**

- 29.01 This Teacher option shall be applicable only to those Teachers who are declared Surplus to the Region and where a night school/summer school program is offered by The Peel District School Board.
- 29.02 Assignment to the night school or summer school will be an option available to management in utilizing the services of a Teacher on the Contract Portion of the Recall List. In such a circumstance the Teacher would be considered as a regular day school Teacher and have his/her salary and benefits determined in the same way as a regular **day** school Teacher.
- 29.03 Teachers on the Non-Contract Portion of the Recall List shall be preferentially hired to night school/summer school courses for credit, Grades 9-O.A.C., at the applicable night school/summer school rates for which the Teacher is qualified or deemed qualified. Should the Teacher choose not to accept such an assignment, that Teacher will still retain his/her position on the Recall List.
- 29.04 Should a teaching assignment be given to a Teacher on the Non-Contract Portion, that Teacher may have his/her night school or summer school assignment revoked.

Peel District School Board  
Employee Funded Leaves- Application

Form 5(b)  
 Secondary

Name \_\_\_\_\_ Emp. No. \_\_\_\_\_

School \_\_\_\_\_

Home Address \_\_\_\_\_

Department \_\_\_\_\_ Number in Dept. (including Head) \_\_\_\_\_

Date of Appointment to Peel \_\_\_\_\_

Have you previously been granted a Leave? No \_\_\_\_\_ Yes \_\_\_\_\_

Type \_\_\_\_\_ Year \_\_\_\_\_

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

1. I wish to enroll in the (check one)  
 \_\_\_\_\_ Sabbatical Leave with Salary Holdback Plan  
 \_\_\_\_\_ Deferred Salary Leave  
 Payments into plan commencing: \_\_\_\_\_
2. I shall take my leave from the Peel District School Board  
 from \_\_\_\_\_ to \_\_\_\_\_
3. I agree to have the Peel District School Board make appropriate deductions from my gross salary including any allowance on each pay date as specified in the Collective Agreement and to have the Board apply this amount toward the financing of my leave under this Plan.
4. It is understood by both the Board and the Teacher that the terms of the Teacher Funded Leave Plan will remain in force as it pertains to said Teacher until the Teacher returns to regular duty.
5. In accordance with Article 12.13, 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.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Teacher's Signature

\_\_\_\_\_  
 Board Official

\_\_\_\_\_  
 Witness (to Teacher's Signature)

Application is to be received in the Human Resources Department by **December 1st.**

## APPENDIX "B"

February 27, 1991

Mr. Brian McCulloch  
Ontario Secondary School Teachers' Federation  
District 10- Peel  
5930 Wallace Street  
Mississauga, Ontario  
L4Z 1Z9

Dear Mr. McCulloch:

### Re: Excess Automobile Liability Insurance Coverage

This letter is written to clarify certain points regarding the Board's Excess Automobile Liability Insurance Coverage.

1. This coverage provides for a Limit of Liability of \$10,000,000.00 (ten million dollars) in excess of any valid Standard Automobile Policy to that held by any employee, volunteer, student or trustee of The Peel District School Board.

"Excess" is intended to mean "over and above that coverage carried by the vehicle owner". The Ministry of Transportation minimum limit of liability at this time is \$200,000.00 (two hundred thousand dollars). Therefore, a driver carrying the minimum liability limit of \$200,000.00 would have, under the Excess Policy, \$10,200,000.00 (ten million two hundred thousand dollars) coverage; a driver carrying \$500,000.00 limit of liability would have \$10,500,000.00 coverage.

2. Coverage includes approved trips established in accordance with the Peel District School Board regulations while acting as an employee, volunteer, student or trustee, and is not restricted to regular school hours. Therefore, such trips on a Professional Development day would be covered.

. . .continued

Excess Automobile Liability Insurance Coverage

3. Approved trips are trips approved by a senior official, e.g. Vice-Principal, Principal, Superintendent, in accordance with regulations established by The Peel District School Board. In an emergency situation, i.e. transporting an injured student, where it may not be possible to obtain such approval, the insurer would not invalidate a claim.

The foregoing is based on The Peel District School Board's Policies and Regulations #17- Excursions.

Should you have any questions regarding this matter, please do not hesitate to call Dorothy Thomson, Administrative Services Officer at 890-1099, extension 2001, or me.

Yours truly,

D. Paton  
Director of Administrative Services



## APPENDIX "C"

### STAFF ALLOCATION COMMITTEE

#### TERMS OF REFERENCE

1. The Staff Allocation Committee shall consist of four (4) members of the Bargaining Unit, and four (4) members of the Administration. The members of the Committee shall be nominated and their appointments approved no later than May 30th by their respective authorities. The Committee will operate on a school year basis.
2. One of the Teacher members on the Staff Allocation Committee shall be released from teaching duties in order to attend meetings and do the work of the Committee. This Teacher will act as Chair of the Committee. The Teacher time allotment for the S.A.C. member shall neither be assessed against the school of the member nor against the total staff allocation of the Region.
3. The Staff Allocation Committee shall have regular meetings and/or meetings as required by the Chair.
4. The day for collection of data shall be as determined by the Committee. The data will be collected by the S.A.S. representative in the school, with the co-operation of the school administration, reviewed by a school committee and forwarded to the Teacher members of the Staff Allocation Committee. This data will be made available to Principals, and where possible will be cross-checked with the Principals' report to the Ministry of Education.
5. Any information (such as projected enrollments, monthly attendance and drop-out figures on a school-by-school basis) required by S.A.C. shall be provided by the Administration. The Staff Allocation Committee will receive the complete support of the Administration in gathering and verifying any and all data needed.

## APPENDIX "C" (Continued)

6. The Staff Allocation Committee may visit schools or groups as it may be required or requested by the Administration, Principal or Branch President, in order to acquire any further needed information or to discuss the school program with the Staff, individually or collectively, on a consultative basis.
7. The Staff Allocation Committee shall issue reports for the Board, Bargaining Unit Executive, and at such times as are deemed appropriate, for other staff groups. The Committee may present a joint report or if agreement is not present, a split report.
8. The Staff Allocation Committee shall annually provide a staffing formula to the Board for approval, within two weeks of receiving enrollment projections for the following September from the School Accommodation & Transportation Department. This formula will be made available to the Bargaining Unit Executive before Board ratification.
9. The Superintendent responsible for Staffing, upon the recommendation of the S.A.C., shall authorize the allocation of formula and pool Teachers.
10. The Staff Allocation Committee shall work in concert with the School Accommodation & Transportation Department for long-range planning.
11. The Staff Allocation Committee is prepared to act as a neutral resource during contract negotiations to both the Bargaining Unit Executive and the Peel District School Board.
12. The Staff Allocation Committee shall monitor and review class sizes. The Committee may issue reports and recommendations in this regard in accordance with paragraph 7 above.
13. The Staff Allocation Committee shall assess its terms of reference annually and recommend any necessary amendments to both the Board and the Bargaining Unit Executive.

## APPENDIX "D"

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

---

1. The object of the plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by Pregnancy or Parental leave for the purpose of adoption.
2. The following groups of employees are covered by the plan:  
  
Members of the Bargaining Unit of The Ontario Secondary School Teachers' Federation.
3. The other requirements imposed by the employer for the receipt or the non-receipt of the SEB are:
  - i) An employee must be eligible to receive Pregnancy or Parental benefits from E.I.C.
  - ii) Payment will not be made for any week in the waiting period which falls outside the employee's normal employment period. A Teacher or an employee employed on a ten-month basis will not be supplemented for any week during the waiting period which falls during the months of July and/or August.
4. Employees must apply for employment insurance benefits before SEB becomes payable.
5. Employees disentitled or disqualified from receiving E.I. benefits are not eligible for SEB. A SEB payment shall be made only when it has been verified that the employee has applied and qualified for E.I. benefits.
6. Employees do not have the right to SEB payments except for supplementation of E.I.C. benefits for the unemployment period as specified in the plan.



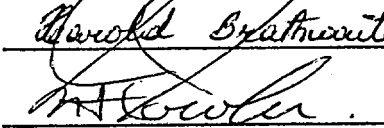
APPENDIX "D" (Continued)

7. The benefit level paid under this plan is set at a weekly rate equal to 60% of the employee's weekly insurable earnings under E.I.C. It is understood that in any week, the total amount of SEB, employment insurance gross benefits and any other earnings received by employees will not exceed 95% of the employee's normal weekly earnings.
8. The maximum number of weeks for which SEB is payable is for the two week waiting period.
9. Payments in respect of annual salary or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payment received under the SEB plan.
10. The duration of the plan is from September 1, 1998 until August 31, 2000.

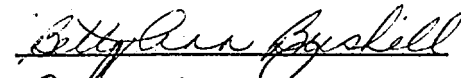
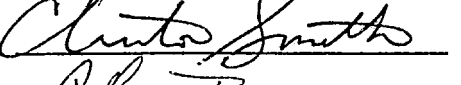
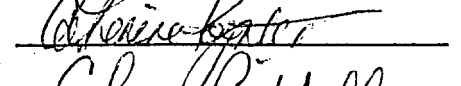
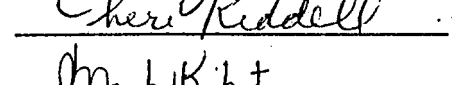
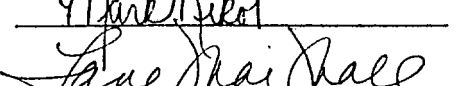
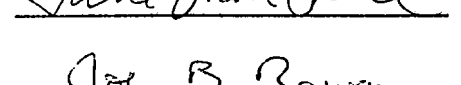

This Collective Agreement is

Dated and executed this 24th day of NOVEMBER, 1998

The Peel District School Board:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Harold Spatowate  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Bargaining Unit  
of the Ontario Secondary  
School Teachers' Federation: ,

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

## LETTER OF INTENT

Re: Communication of Changes in Board Policy

At recent collective bargaining negotiations, the parties discussed the need to communicate changes in policy of the Board which will directly affect Teachers, pursuant to Article 9.05 of the Collective Agreement. The parties agreed to refer to the Liaison Committee the issue of the process to be followed in communicating such policy changes.

## INDEX

Acting Administrative Positions.....	28
Administrative Transfer Day(s).....	40
Administrative Transfer.....	34
Allowances (Degree & Responsibility).....	62
Arbitration .....	11
Benefits .....	70
Board Liability Insurance.. .....	Appendix "B"
Bumping .....	41
Category Placement.....	59
Communication of Changes in Board Policy.....	Letter of Intent
Continuing Education Teachers.....	55
Contract Portion of the Recall List.....	34
Deduction Schedule .....	68
Deemed Qualified .....	34
Definitions .....	2
District Levy.....	6
Dues.....	6
Early Retirement Incentive Plan.....	76
Effective Period.....	3
Employee Funded Leaves Application.....	Appendix "A"
Excess to School.....	38
Federation Officers.....	5
Filling Further Vacancies.....	42
Formal Stage - Grievance.....	9
Grievance Mediation.....	11
Grievance .....	8
Health & Safety.....	51
Informal Stage - Grievance.....	8
Integration .....	34
Leaves - Continuing Education Teachers.....	56
Liaison Committee.....	50
Lockouts.....	7
Long Term Disability.....	71
Management.....	15
Medical Certificate.....	73
Medical Procedures.....	52
Method of Payment.....	67
Night School/Summer School.....	83
Notice of Resignation or Retirement.....	49
Parental Leave.....	18
Part-time Teachers.....	37
Part-time Teachers.....	66
Personal Leaves of Absence.....	81
Personal Leaves with Loss of Pay.....	82
Physical Environment.....	51
Pregnancy Leave.....	18
Probationary Teachers.....	14
Professional Development Leave.....	78
Purpose.....	1

## INDEX

Recall List.....	34
Recall .....	43
Recognition .....	4
Regional Seniority List.....	35
Resignation - Notice.....	49
Retirement - Notice.....	49
Retirement Allowance.....	74
Salary Schedule - Continuing Education Teachers.. .....	56
Salary Schedule .....	58
School Day.....	53
School Year.....	53
Scope .....	1
SEB Plan ( Supplemental Employment Benefit Plan).....	Appendix "D" .....
Seniority .....	46.....
Sick Leave.....	71 .....
Special Leave of Absence.....	21
Staff Allocation Committee Terms of Reference.....	Appendix "C"
Staff Allocation.....	29
Step Placement.....	60
Strikes .....	7
Surplus to Region.....	37
Teacher Funded Leaves.....	23
Termination.....	43
Terms of Salary Payments.....	68
Transfer and Surplus.....	34
Voluntary Transfer.....	40