

AGREEMENT BETWEEN:

The Peel District School Board
hereinafter called the "Board"

and

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

September 1, 2004 to August 31, 2008

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ARTICLE 1: PURPOSE AND SCOPE

1.01 It is the desire of both parties to specify within this Agreement and its Appendices 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.
 - i) "Union" means the Ontario Secondary School Teachers' Federation.

ARTICLE 3: EFFECTIVE PERIOD

- 3.01 This Agreement shall be effective from September 1, 2004 and shall continue in full force up to and including August 31, 2008, and shall continue automatically thereafter for periods of one year unless either party notifies the other, in writing, not before ninety (90) 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.
- 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.
- 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 five (5) 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 assignment under this clause 4.06 a) will be made by May 15 preceding the school year during which the assignment is in effect. Each such assignment shall be for a full academic year. Costs for the assignment will be assumed by the Bargaining Unit, based on the following:

- 4.06 a) 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 assignment as such Federation Officers.
- 2) For the other Teachers appointed under this clause, it shall pay the actual cost of salary and benefits of the Teachers, 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.
- 4.07 If the Board requires a Teacher to meet with his/her supervisor in order to receive a letter regarding attendance issues, formal reprimand, suspension, or discharge, the supervisor will inform the Teacher that he/she has the right to have an OSSTF representative present.

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 pay during the school year at intervals to be agreed upon between the Union and the Board. 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:

7.03 b) Step 1

The Bargaining Unit Executive may initiate a written grievance with the Superintendent of Education through the Superintendent of Human Resources Support Services. The Superintendent of Education may convene a meeting with the grieving Teacher and a representative of the Bargaining Unit Executive and such others as the Superintendent of Education 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.

c) Step 2

If the reply of the Superintendent of Education is unacceptable to the Bargaining Unit Executive, a written request will be made within ten (10) days to the Superintendent of Human Resources Support Services or designate. The Superintendent of Human Resources Support 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.

7.03 d) Step 3

If the reply of the Superintendent of Human Resources Support 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 Support 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.

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 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 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 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.
- 8.02 Both during and after the probationary period a Teacher must maintain membership in good standing in the Ontario College of Teachers in accordance with the College of Teachers' Act.

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) performance appraisal 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.
- d) A Teacher may request the removal or amendment of documents in the Teacher's personnel file which are of a disciplinary or negative nature after two (2) years has expired following issuance of the document. Such a request shall be made in writing to the Superintendent of Human Resources Support Services, who shall consider the request in his or her sole discretion.
- 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;
 - 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.

- 9.07 Secondary Teachers who are appointed as Consultants, Co-ordinators or to other positions with Board-wide responsibilities, shall remain members of the bargaining unit.

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 under Article 10.01 may be extended as a Leave of Absence without pay to a maximum cumulative total of three (3) years by mutual agreement of the Teacher and the Board. The first extension will only be approved so as to terminate at the end of a semester, or in a non-semestered school at the end of a term or natural break in the school year (i.e. Christmas or after March Break), or at another time at the discretion of the Superintendent of Human Resources Support Services. Any additional extensions will only be approved for a full academic year, or a full semester in a semestered school, or the end of a term in a non-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 thirty-five (35) weeks for a Teacher who takes a Pregnancy leave or up to thirty-seven (37) weeks for other Teachers 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.

- 10.05 b) other parents as defined by the *Employment Standards Act* - within fifty-two (52) 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 25 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 provided that the Teacher:
- 1) is eligible for Pregnancy or Parental Leave benefits under Employment Insurance ("E.I.") laws and regulations; and
 - 2) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.

The plan will pay:

- A) during the two (2) week waiting period for pregnancy or parental benefits under E.I. regulations, 95% of the Teacher's normal weekly insurable earnings;

- 10.06 b) B) effective September 1, 2005, during the six (6) weeks immediately following the birth of a child, the child's natural mother shall be eligible for 100% of her normal weekly earnings minus the E.I. benefits the Teacher receives in respect of that period. For further clarity, the combined level of E.I. benefits, SEB payments and other earnings shall not exceed 100% of the Teacher's normal weekly earnings. Where this benefit overlaps with the period described in clause A), this benefit shall be provided; and
- C) if a Teacher is not eligible for E.I. and supplementary employment benefits under clause B), the Teacher may apply for sick leave benefits in accordance with Article 25.09 in respect of the six (6) week period immediately following the birth of her child.
- c) No supplementary benefit will be paid under this plan for any day which falls outside the Teacher's school's normal instructional and P.A. days.
- 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 16.
- 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 25, 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 16.
- 11.07 Leaves granted under Article 11 are subject to the approval of the Superintendent of Human Resources Support Services in consultation with the Teacher's Principal and Superintendent of Education.

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 Support Services on or before January 31st 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 March.
- 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 April 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 16 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 in the school year prior to the school year in which the leave of absence commences. Notwithstanding the notice requirement above, in circumstances where taking the leave would cause personal hardship to a Teacher the Teacher may withdraw from the plan after January 15 with the approval of the Superintendent of Human Resources Support Services. In such cases the Teacher shall be placed in the most suitable, available vacancy. The Teacher will be considered to be on an alternate term assignment and will be included in the School Staff of the Teacher's regular school for the ensuing school year in accordance with Article 16. 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 Ontario Educational Credit Union Limited 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 24.12.
- 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.
- e) The Board shall deduct from this amount any monies required for Income Tax, Employment Insurance, Canada Pension Plan.
- f) 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: PERSONAL LEAVES OF ABSENCE

13.01 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

Parent 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 Support Services, other and/or additional personal leaves may be granted.

OTHER LEAVES OF ABSENCE

13.02 Personal Leaves of Absence With Loss of Pay

- a) Leave requested by the Teacher for personal reasons 2 days maximum
This Leave will not be used to extend vacations.
- 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 Support 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 February 15th of the school year prior to the leave year, unless the Superintendent of Human Resources consents in writing to an extension.

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

13.03 Family Medical Leave

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

13.03 b) Application of Article

Article 13.03 a) applies in respect of the following individuals:

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

c) Earliest date leave can begin

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

d) Latest date Teacher can remain on leave

The Teacher may not remain on a leave under this Article after the earlier of the following dates:

1. The last day of the week in which the individual described in b) dies.
2. The last day of the week in which the period referred to in a) ends.

e) Two or more Teachers

If two or more Teachers take leaves under this Article in respect of a particular individual, the total of the leaves taken by all the Teachers shall not exceed eight weeks during the period referred to in a) that applies to the first certificate issued for the purpose of this Article.

f) Advising the Principal

A Teacher who wishes to take leave under this section shall advise his or her Principal in writing that he or she will be doing so. If the Teacher must begin the leave before advising the Principal, the Teacher shall advise the Principal of the leave in writing as soon as possible after beginning it.

- 13.03 g) Copy of certificate
If requested by the Principal, the Teacher shall provide the Principal with a copy of the certificate referred to in a) as soon as possible.
- h) Return to Position
Upon conclusion of the Teacher's Family Medical Leave, the Teacher shall be reinstated to the position the Teacher most recently held prior to the leave, subject to Article 16.

ARTICLE 14: JOINT STAFFING COMMITTEE (J.S.C)

- 14.01 a) The Joint Staffing Committee (J.S.C.) will operate on a school year basis and the parties shall appoint their representatives for the next school year by May 30 each year.
- b) The J.S.C. shall be comprised of equal representation from the Board and the Bargaining Unit as follows:
- the President of the Bargaining Unit or designate;
 - the Chief Negotiator of the Bargaining Unit or designate;
 - the Staffing Officer of the Bargaining Unit or designate;
 - one additional representative appointed by the Bargaining Unit;
 - the Superintendent of Human Resources Support Services or designate;
 - a Superintendent of Education or designate;
 - the Board's Staffing Officer or designate; and
 - one additional representative appointed by the Board.
- c) One of the Bargaining Unit's members on the J.S.C. shall be released from teaching duties in order to attend meetings and do the work of the J.S.C. This Teacher will act as Chair of the J.S.C. The Teacher time allotment for the member shall neither be assessed against the school of the member nor against the total staff allocation of the Region.
- d) The J.S.C. shall have regularly scheduled meetings and other meetings by mutual agreement of the parties.
- e) Following consideration of the programs and services required to maximize the learning opportunities for all students and support student success initiatives, the J.S.C. shall annually provide a staffing formula to the Board for approval, within two weeks of receiving enrollment projections for the following September from the Planning and Accommodation Support Services Department. This formula will be made available to the Bargaining Unit Executive before Board ratification. Such formula shall provide for an allocation for Guidance Counsellors and Teacher Librarians.

- 14.01 f) The J.S.C. shall monitor the application of surplus and redundancy procedures and ensure that procedures are properly followed.
- g) The J.S.C. shall publish and distribute its calculations to all Staff Assignment Advisory Committees (S.A.A.C.). Upon the request of a S.A.A.C., one or more representatives of the Joint Staffing Committee shall meet with the S.A.A.C. to answer questions and review that school's staff allocation.
- h) The J.S.C. shall monitor and report the individual workload of all Teachers including class sizes and the number and pattern of supervision assigned in each school and conduct appropriate surveys from time to time for these purposes.
- i) Days for collection of data shall be as determined by the J.S.C. The S.A.A.C. will collect and review the data and forward it to the Bargaining Unit representatives of the J.S.C. within the timelines as established by the J.S.C. This data will be made available to Principals, and where possible will be checked against the Principals' report to the Ministry of Education and Training.
- j) Any information (such as projected enrollments, monthly attendance and drop-out figures on a school-by-school basis) required by the J.S.C. shall be provided by the Administration. The J.S.C. will receive the complete support of the Administration in gathering and verifying any and all data needed.
- k) The J.S.C. 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.

- 14.01 l) The J.S.C. shall act as a resource on staffing issues to both the Bargaining Unit Executive and to the Peel District School Board. The J.S.C. shall issue reports for the Board, Bargaining Unit Executive, and at such times as are deemed appropriate, for other staff groups. The J.S.C. may present a joint report or if agreement is not present, a split report. Any reports issued by the J.S.C. will be issued to both the Bargaining Unit and the Board.
- m) The Superintendent responsible for Staffing, upon the recommendation of the J.S.C. shall authorize the allocation of formula and pool Teachers.
- n) The J.S.C. shall work in concert with the Planning and Accommodation Support Services Department for long-range planning.
- o) The J.S.C. shall regularly review its Flexible Class Size Limits. Annual adjustments to its Flexible Class Size Limits and other parameters shall be determined by the J.S.C. prior to the allocation of staff. In the event agreement on adjustments is not reached by the J.S.C., the existing Flexible Class Size Limits shall remain in place.
- p) i) For 2005/2006, should the Ministry's Student's Success funding allocation exceed 77.5 f.t.e. Teachers, the J.S.C. will determine the allocation of those Teachers with particular consideration to University (U), Open (O), and Grade 9 Academic (D) classes and to support the Ministry's Student Success Initiatives.
- ii) For 2006/2007, the Student Success Initiatives funding of the Ministry of Education shall be reviewed by the J.S.C. prior to the allocation of the additional staff with particular consideration to University (U), Open (O), and Grade 9 Academic (D) classes and to support the Ministry's Student Success Initiatives.
- iii) For 2007/2008, the Student Success Initiatives funding of the Ministry of Education shall be reviewed by the J.S.C. prior to the allocation of the additional staff with particular consideration to University (U), Open (O), and Grade 9 Academic (D) classes and to support the Ministry's Student Success Initiatives.

- 14.01 q) Teachers shall be allocated having regard for the Flexible Class Size Limits developed by the J.S.C.
- r) Individual classes may exceed the Flexible Class Size Limits by no more than 10% (rounded to the nearest whole number). The said class sizes shall be achieved in semestered schools by October 15th (for semester 1) and by the Friday before March Break (for semester 2) and in non-semestered schools by October 15th.
- s) No Teacher shall be assigned, in any school year, more than three (3) classes exceeding the Flexible Class Size Limits.
- t) For any multi-level class, maximum class size shall be determined by the lowest class size limit.

ARTICLE 15: STAFF ALLOCATION

15.01 Staff Assignment Advisory Committee

- 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 shall consist of the Principal or his/her designate, the Vice-Principal responsible for timetabling, the Branch President or designate and a second representative from the Branch Executive. The Committee shall be assisted by such other personnel as it may determine are appropriate.
- 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 16. 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 class size guidelines of the Joint Staffing Committee and the procedures in Article 16. If the Principal and the Staff Assignment Advisory Committee disagree both shall together consult with the Joint Staffing Committee. In the event that consultation with the Joint Staffing Committee does not resolve the disagreement the matter will be referred to the Director of Education or designate for resolution.

- 15.01 d) During the staffing exercise in Article 15.01 c), the Staff Assignment Advisory Committee shall review the individual class sizes assigned to Teachers for the next school year. It shall refer to the J.S.C. any cases where 14.01 is not being complied with. The J.S.C. shall examine the school's timetable and make recommendations in order to meet the Flexible Class Size Limits or determine necessary exceptions. The review of individual class sizes for each Teacher and alternative assignments shall again be conducted effective September 30 and, in semestered schools, again effective February 28 each year, for the purpose of identifying concerns in order that the Flexible Class Size Limits are complied with in accordance with Article 14.01.
- e) As part of its advisory process, the S.A.A.C. will make recommendations to Support Student Success Initiatives while complying with the collective agreement.

15.02 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.

15.03 Teacher Workload

- a) A full-time Teacher shall be assigned 6 periods.
- b) i) In addition to the 6 scheduled periods above, effective for the 2005-2006 school year a full-time Teacher shall be assigned to a maximum of 72 half-periods of "Other Professional Duties", which shall include some combination of on-calls, supervision, student mentoring, and teacher mentoring.
- ii) Effective for the 2006-2007 school year, a full-time Teacher shall be assigned to a maximum of 68 half periods of Other Professional Duties.
- iii) Effective for the 2007-2008 school year, a full-time Teacher shall be assigned to a maximum of 64 half periods of Other Professional Duties.

- 15.03 b) iv) Department Heads shall be assigned up to 40% of the half periods assigned to other Teachers for Other Professional Duties, for the purpose of supervision, on-calls or student mentoring. The remaining half periods may be used by the Department Head for department duties including teacher mentoring.
- v) Within the maximum number of half periods of Other Professional Duties set forth above, commencing in the 2005-2006 school year, a Teacher may be assigned a maximum of twenty-eight (28) half periods worked on-calls. This maximum of twenty-eight (28) shall be decreased to twenty-seven (27) half periods for the 2006-2007 school year and to twenty-five (25) half periods for the 2007-2008 school year. On-calls during each instructional period, in a school shall be assigned equitably.
- c) A Teacher shall not be assigned more than one (1) half period of Other Professional Duties in a day.
- d) No more than two (2) half-periods of on-calls shall be timetabled for a Teacher in any week.
- 15.04 Teachers in ESL Reception, Resource Teachers and Itinerant Teachers shall have a workload approximately equivalent to classroom Teachers and shall have no other assigned duties.
- 15.05 Other Professional Duties assigned to a part-time Teacher shall be prorated in the ratio that the Teacher's assignment bears to a full-time assignment as defined in 15.03 a).
- 15.06 In a semestered school, no classroom teacher shall be assigned more than 3 teaching periods per semester unless otherwise agreed by the Teacher, the Bargaining Unit Executive and the Board.

- 15.07 Other Professional Duties shall be assigned to Teachers in an equitable manner. Any scheduling of Other Professional Duties outside of the instructional day must be with the mutual consent of the Board and the Union.
- 15.08 A Teacher shall not be assigned to teach a multi-grade or multi-level class except with the Teacher's consent in which case that period of instruction shall be counted as one credit. Where such consent is provided by the Teacher, the Bargaining Unit Executive shall be notified before the school year or semester begins.
- 15.09 No Teacher shall be assigned more than three (3) classes without a break, unless agreed upon through mutual consent by the Teacher, Principal and the Bargaining Unit Executive.
- 15.10 No Teacher shall be assigned more than two (2) half-credit courses in a school year, except where it is a normal part of the Teacher's assignments to teach several half or partial-credit courses in order to deliver the normal instructional program (example: team teaching in shop rounds course, counsellors doing career counselling courses); or by mutual consent of the Teacher and the Principal. Where such consent is provided by the Teacher, the Bargaining Unit Executive shall be notified before the school year or semester begins.
- 15.11 No Teacher shall be assigned other duties during the school day in addition to those set out in clauses 15.03 to 15.10 above.
- 15.12 Each Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties.
- 15.13 Any grievance lodged under Article 7 of this Agreement which refers to the implementation of Articles 15.01 to 15.12 may only be initiated by the Bargaining Unit Executive.

- 15.14 a) A Special Committee on Distance Education shall be established consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Board. This Committee shall review proposed staffing and delivery models, Ministry guidelines and regulations, and its functions shall include ensuring that the staffing and workload provisions of the collective agreement are applied to credit courses delivered online through the internet ("distance education").
- b) All lesson preparation, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the Teacher assigned to the electronic classroom.
- 15.15 Teachers will not be required to submit marks for the end of semester one or term one until two school days after the day of the scheduled examination.

ARTICLE 16: TRANSFER AND SURPLUS

16.01 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 298 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 298 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.
- 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 Article 17.

- 16.01 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.

16.02 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 Support Services shall issue a memorandum by February 15th of each year entitled "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.

- 16.02 e) For the purposes of this Article the "Peel Alternative School", which includes such programs as IAP, Foundations, Senior, TELL, SALEP, and Fresh Start, shall be treated as an individual secondary school.
- 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.
- 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.
- i) In addition to the other staffing procedures provided for under this Article 16, following the conclusion of the Voluntary Transfer Process under Article 16.06 a Teacher may until June 10 of each year, apply to fill vacancies which are posted or advertised externally, provided the Teacher has the necessary qualifications. Article 16.06 d) shall apply to any such applicant.

16.03 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.
- 16.03 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.

16.04 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.
- 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 Education, Principal and the Bargaining Unit Executive.

16.05 IDENTIFICATION OF EXCESS TO SCHOOL

- a) Teachers who have received written notification as in Article 16.04 (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.

- 16.05 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 or the position has ended in accordance with Appendix C.

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.

If a vacant Position of Responsibility occurs or persists after June 10th, it shall be filled by September 1st 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.

- 16.05 f) No later than March 31st, the Principal shall submit the School Organization to the Superintendent of Human Resources Support 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.
- g) The Superintendent of Human Resources Support 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 Support Services will approve or amend these organizations.

16.06 VOLUNTARY TRANSFER

- a) The Board shall post a regional list of vacancies in each school no later than March 31st, and the date shall be published in the "Secondary School Staffing Calendar". 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 16.07.
- b) Subject to Article 16.03 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.

16.07 ADMINISTRATIVE PLACEMENT 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 assigned by the Board to vacancies for which they are qualified or deemed qualified, where possible.

16.08 BUMPING

- a) If after Administrative Placement 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.
- 16.08 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.

16.09 FILLING FURTHER VACANCIES

- a) After the schools are staffed and the Administrative Placements in 16.07 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 Placement 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 to apply for voluntary transfer will cease by the end of the second full week of May of each year. 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 16.05 (d) and (e). There will be no bumping at this time.

16.10 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.
- 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.

- 16.10 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 16.10 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.

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.

- 16.10 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 16.10 a) effective December 31st.
- 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 17: SENIORITY

- 17.01 For all Teachers employed by the Board as of August 31, 1998, their relative order of seniority as of that date shall be frozen for the duration of their employment under this Agreement.
- 17.02 The following seniority system will take effect for Teachers having a Start Date on or after September 1, 1998.
- 17.03 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 17.10.
- 17.04 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.
- 17.05 Teachers hired on or after September 1, 1998 shall be added to the seniority list based on their first day of work.
- 17.06 In the event that two or more Teachers referred to in Article 17.05 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 (excluding any occasional teaching experience); then
 - b) in order of the exact aggregate of the Teacher's total teaching experience as a member of OSSTF (excluding any occasional teaching experience); 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.

- 17.07 The Seniority List shall contain the Teacher's name, work location, level of position and regional seniority number.
- 17.08 The Board shall draw up a Seniority List current as of December 15th 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.
- 17.09 A Teacher shall have ten (10) working days to query his/her position on the Seniority List by stating the reasons for the query, and providing documentation where necessary, to the Superintendent of Human Resources Support Services, who shall review each query and revise the Teacher's placement if this is warranted after consultation with the Bargaining Unit Executive. No later than February 10th the revised List shall be posted and mailed as in Article 17.08 above.
- 17.10 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 16.10 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 16.10, unless the Teacher provides an acceptable reason to the Board.

ARTICLE 18: NOTICE OF RESIGNATION OR RETIREMENT

- 18.01 Where a Teacher intends 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 November 30th or May 31st when the Teacher intends to leave the employ of the Board at the end of first semester/term or before the start of the following school year respectively.
- 18.02 Nothing herein prevents an employee and the Board from mutually agreeing to the employee's resignation at any time.
- 18.03 Notwithstanding Article 18.01, the Board shall not unreasonably withhold consent where the Teacher has provided a minimum of thirty (30) days written notice of their intention to resign/retire.

ARTICLE 19: LIAISON COMMITTEE

19.01 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.

ARTICLE 20: PHYSICAL ENVIRONMENT/HEALTH AND SAFETY

- 20.01 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*.
- 20.02 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.
- 20.03 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.
- 20.04 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.
- 20.05 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 21: MEDICAL PROCEDURES

21.01 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.

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

ARTICLE 22: SCHOOL YEAR/SCHOOL DAY

22.01 The Board shall establish a School Year Calendar for the following year by May 1st. The length of the school year shall be equal to the minimum number of days required under the *Education Act* and the Regulations thereunder. 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.

- 22.02 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.

ARTICLE 23: CONTINUING EDUCATION TEACHERS

PURPOSE OF ARTICLE

23.01 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.

23.02 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.

23.03 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 20 | Physical Environment/Health & Safety |
| Article 21 | Medical Procedures |

LEAVES OF ABSENCE23.04 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

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

Effective September 1, 2004

| | |
|--------------------|------------------------|
| Teachers | \$38.27 per hour |
| Director | \$7,058.19 per session |
| Assistant Director | \$5,468.76 |

Effective September 1, 2005

| | |
|--------------------|------------------------|
| Teachers | \$39.04 per hour |
| Director | \$7,199.35 per session |
| Assistant Director | \$5,578.13 |

Effective September 1, 2006

| | |
|--------------------|------------------------|
| Teachers | \$39.82 per hour |
| Director | \$7,343.34 per session |
| Assistant Director | \$5,689.69 |

Effective February 1, 2007

| | |
|--------------------|------------------------|
| Teachers | \$40.22 per hour |
| Director | \$7,416.77 per session |
| Assistant Director | \$5,746.59 |

23.05 Effective September 1, 2007

| | |
|--------------------|------------------------|
| Teachers | \$40.94 per hour |
| Director | \$7,550.28 per session |
| Assistant Director | \$5,850.03 |

Effective February 1, 2008

| | |
|--------------------|------------------------|
| Teachers | \$41.52 per hour |
| Director | \$7,655.98 per session |
| Assistant Director | \$5,931.93 |

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

NEW POSITIONS

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

DISCIPLINE

23.07 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

23.08 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 23.

JOB OPPORTUNITIES

- 23.09 It is the responsibility of every Continuing Education Teacher covered by this Article to notify the Board, in writing, of any change of address or change of telephone number, fax number or email address needed to contact the Teacher regarding continuing education teaching assignments.
- 23.10 On a yearly basis each Continuing Education Teacher shall be given the opportunity to indicate whether the Teacher is available for summer school or night school for the following summer or school year, as the case may be, and if so the Teacher's preferred location.
- 23.11 The Board shall review, but shall not be limited to, the roster of incumbent Continuing Education Teachers who have indicated such availability before filling any Continuing Education teaching assignment which is covered by this Article. If the incumbent Continuing Education Teacher is not re-hired, an explanation shall be provided if requested by the Teacher.

ARTICLE 24: SALARY SCHEDULE

24.01 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 24.05, 24.06, 24.07 and 24.08. Together this basic salary and these allowances shall be called the "total salary" of the Teacher.

24.02 a) The Teachers' Salary Experience Schedule from September 1, 2004 to August 31, 2005, inclusive shall be:

Salary Grid - September 1, 2004 to August 31, 2005

| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> |
|----|----------|----------|----------|----------|
| 0 | \$36,281 | \$39,227 | \$42,173 | \$45,118 |
| 1 | \$39,227 | \$42,173 | \$45,118 | \$48,064 |
| 2 | \$42,173 | \$45,118 | \$48,064 | \$51,010 |
| 3 | \$45,118 | \$48,064 | \$51,010 | \$53,956 |
| 4 | \$48,064 | \$51,010 | \$53,956 | \$56,902 |
| 5 | \$51,010 | \$53,956 | \$56,902 | \$59,848 |
| 6 | \$53,956 | \$56,902 | \$59,848 | \$62,794 |
| 7 | \$56,902 | \$59,848 | \$62,794 | \$65,740 |
| 8 | \$59,848 | \$62,794 | \$65,740 | \$68,685 |
| 9 | \$62,794 | \$65,740 | \$68,685 | \$71,631 |
| 10 | \$65,740 | \$68,685 | \$71,631 | \$74,577 |
| 11 | | | | \$77,523 |

Co-ordinators

| | |
|---|----------|
| 0 | \$85,809 |
| 1 | \$88,169 |
| 2 | \$90,608 |
| 3 | \$92,892 |

- 24.02 b) The Teachers' Salary Experience Schedule from September 1, 2005 to August 31, 2006, inclusive shall be:

Salary Grid – September 1, 2005 to August 31, 2006

| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> |
|----|----------|----------|----------|----------|
| 0 | \$37,006 | \$40,011 | \$43,016 | \$46,020 |
| 1 | \$40,011 | \$43,016 | \$46,020 | \$49,025 |
| 2 | \$43,016 | \$46,020 | \$49,025 | \$52,030 |
| 3 | \$46,020 | \$49,025 | \$52,030 | \$55,035 |
| 4 | \$49,025 | \$52,030 | \$55,035 | \$58,040 |
| 5 | \$52,030 | \$55,035 | \$58,040 | \$61,044 |
| 6 | \$55,035 | \$58,040 | \$61,044 | \$64,049 |
| 7 | \$58,040 | \$61,044 | \$64,049 | \$67,054 |
| 8 | \$61,044 | \$64,049 | \$67,054 | \$70,059 |
| 9 | \$64,049 | \$67,054 | \$70,059 | \$73,063 |
| 10 | \$67,054 | \$70,059 | \$73,063 | \$76,068 |
| 11 | | | | \$79,073 |

Co-ordinators

| | |
|---|----------|
| 0 | \$87,525 |
| 1 | \$89,932 |
| 2 | \$92,420 |
| 3 | \$94,750 |

- 24.02 c) The Teachers' Salary Experience Schedule from September 1, 2006 to January 31, 2007 inclusive shall be:

Salary Grid – September 1, 2006 to January 31, 2007

| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> |
|----|----------|----------|----------|----------|
| 0 | \$37,746 | \$40,811 | \$43,876 | \$46,941 |
| 1 | \$40,811 | \$43,876 | \$46,941 | \$50,005 |
| 2 | \$43,876 | \$46,941 | \$50,005 | \$53,070 |
| 3 | \$46,941 | \$50,005 | \$53,070 | \$56,135 |
| 4 | \$50,005 | \$53,070 | \$56,135 | \$59,200 |
| 5 | \$53,070 | \$56,135 | \$59,200 | \$62,265 |
| 6 | \$56,135 | \$59,200 | \$62,265 | \$65,330 |
| 7 | \$59,200 | \$62,265 | \$65,330 | \$68,395 |
| 8 | \$62,265 | \$65,330 | \$68,395 | \$71,459 |
| 9 | \$65,330 | \$68,395 | \$71,459 | \$74,524 |
| 10 | \$68,395 | \$71,459 | \$74,524 | \$77,589 |
| 11 | | | | \$80,654 |

Co-ordinators

| | |
|---|----------|
| 0 | \$89,276 |
| 1 | \$91,731 |
| 2 | \$94,268 |
| 3 | \$96,645 |

- 24.02 d) The Teachers' Salary Experience Schedule from February 1, 2007 to August 31, 2007, inclusive shall be:

Salary Grid – February 1, 2007 to August 31, 2007

| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> |
|----|----------|----------|----------|----------|
| 0 | \$38,124 | \$41,219 | \$44,315 | \$47,410 |
| 1 | \$41,219 | \$44,315 | \$47,410 | \$50,506 |
| 2 | \$44,315 | \$47,410 | \$50,506 | \$53,601 |
| 3 | \$47,410 | \$50,506 | \$53,601 | \$56,697 |
| 4 | \$50,506 | \$53,601 | \$56,697 | \$59,792 |
| 5 | \$53,601 | \$56,697 | \$59,792 | \$62,888 |
| 6 | \$56,697 | \$59,792 | \$62,888 | \$65,983 |
| 7 | \$59,792 | \$62,888 | \$65,983 | \$69,079 |
| 8 | \$62,888 | \$65,983 | \$69,079 | \$72,174 |
| 9 | \$65,983 | \$69,079 | \$72,174 | \$75,270 |
| 10 | \$69,079 | \$72,174 | \$75,270 | \$78,365 |
| 11 | | | | \$81,461 |

Co-ordinators

| | |
|---|----------|
| 0 | \$90,169 |
| 1 | \$92,648 |
| 2 | \$95,211 |
| 3 | \$97,611 |

- 24.02 e) The Teachers' Salary Experience Schedule from September 1, 2007 to January 31, 2008 inclusive shall be:

Salary Grid - September 1, 2007 to January 31, 2008

| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> |
|----|----------|----------|----------|----------|
| 0 | \$38,810 | \$41,961 | \$45,112 | \$48,264 |
| 1 | \$41,961 | \$45,112 | \$48,264 | \$51,415 |
| 2 | \$45,112 | \$48,264 | \$51,415 | \$54,566 |
| 3 | \$48,264 | \$51,415 | \$54,566 | \$57,717 |
| 4 | \$51,415 | \$54,566 | \$57,717 | \$60,868 |
| 5 | \$54,566 | \$57,717 | \$60,868 | \$64,020 |
| 6 | \$57,717 | \$60,868 | \$64,020 | \$67,171 |
| 7 | \$60,868 | \$64,020 | \$67,171 | \$70,322 |
| 8 | \$64,020 | \$67,171 | \$70,322 | \$73,473 |
| 9 | \$67,171 | \$70,322 | \$73,473 | \$76,625 |
| 10 | \$70,322 | \$73,473 | \$76,625 | \$79,776 |
| 11 | | | | \$82,927 |

Co-ordinators

| | |
|---|----------|
| 0 | \$91,792 |
| 1 | \$94,316 |
| 2 | \$96,925 |
| 3 | \$99,368 |

- 24.02 f) The Teachers' Salary Experience Schedule from February 1, 2008 shall be:

Salary Grid - February 1, 2008

| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> |
|----|----------|----------|----------|----------|
| 0 | \$39,353 | \$42,549 | \$45,744 | \$48,939 |
| 1 | \$42,549 | \$45,744 | \$48,939 | \$52,135 |
| 2 | \$45,744 | \$48,939 | \$52,135 | \$55,330 |
| 3 | \$48,939 | \$52,135 | \$55,330 | \$58,525 |
| 4 | \$52,135 | \$55,330 | \$58,525 | \$61,721 |
| 5 | \$55,330 | \$58,525 | \$61,721 | \$64,916 |
| 6 | \$58,525 | \$61,721 | \$64,916 | \$68,111 |
| 7 | \$61,721 | \$64,916 | \$68,111 | \$71,307 |
| 8 | \$64,916 | \$68,111 | \$71,307 | \$74,502 |
| 9 | \$68,111 | \$71,307 | \$74,502 | \$77,697 |
| 10 | \$71,307 | \$74,502 | \$77,697 | \$80,893 |
| 11 | | | | \$84,088 |

Co-ordinators

| | |
|---|-----------|
| 0 | \$93,077 |
| 1 | \$95,636 |
| 2 | \$98,282 |
| 3 | \$100,759 |

- 24.02 g) If the Provincial government provides to the Board additional funding specifically for secondary teacher salaries for either or both of the school years 2006-2007 and 2007-2008 (beyond that required to fund the increases set out above), then the salaries for that year or those years shall be increased as follows:

The government has undertaken to provide additional funding of up to a maximum of 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 agreement years as follows:

- If the province's tax revenues in the 2005-06 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-06 school year is higher than 2.5% then the salary increase for September 1, 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.
- If the province's tax revenues in the 2006-07 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-07 school year is higher than 3.0% then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%.

24.03 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 issued by the O.S.S.T.F. Certification Department, provided it has been supported by O.P.S.B.A.
- 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 24.03 c).
- c)
 - 1) Effective starting the 2005/2006 school year, salary changes resulting from Certification Rating Statements submitted to the Superintendent of Human Resources Support Services on or before May 31st shall be retroactive to September 1st of that school year.
 - 2) In the case of a Teacher commencing employment with the Board, the Teacher must submit a Certification Rating Statement to the Superintendent of Human Resources Support Services by the later of May 31st of the Teacher's first school year or five (5) months from the Teacher's start date. A Certification Rating Statement must be submitted within the required deadline in order to qualify for a salary adjustment retroactive to the Teacher's start date.

24.04 Step Placement

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

- 24.04 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 Support 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 Support 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 of 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.
- 3) For Pregnancy Leaves or Parental Leaves taken by a Teacher in respect of a child born or a child which comes into the custody, care and control of the Teacher for the first time on or after December 31, 2000, up to seventeen (17) weeks of Pregnancy Leave, and up to thirty-five (35) weeks of Parental leave for a Teacher who took a Pregnancy leave or up to thirty-seven (37) weeks of Parental leave for other Teachers, will be credited in determining the position of a Teacher on the Teacher Experience Schedule.

- 24.04 d) Related experience in a trade, business or an area directly related to the teaching subjects as determined by the Superintendent of Human Resources Support 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. However, subject to Article 24.04 g), any short term occasional teaching experience with the Board that is accumulated after September 1, 2005 shall be accepted as satisfactory for the purpose of calculating teaching experience, provided that the Teacher requests such recognition within six (6) months of acceptance of a position.

- 24.04 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 Support 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 Support Services between January 1st and May 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 Support Services after May 31st of the school year shall be made effective on September 1st of the next school year.

24.05 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:

| | <u>Sept 1/01</u> | <u>Sept 1/06</u> | <u>Feb 1/07</u> |
|----------------------------------|------------------|------------------|-----------------|
| Career Orientation Officer) | | | |
| Consultants) | \$4,684 | \$4,778 | \$4,826 |
| Resource Teachers - Secondary) | | | |
| Continuing Education Assistant) | | | |
| Program Leader | \$6,245 | \$6,370 | \$6,434 |

| | <u>Sept 1/07</u> | <u>Feb 1/08</u> |
|----------------------------------|------------------|-----------------|
| Career Orientation Officer) | | |
| Consultants) | \$4,913 | \$4,982 |
| Resource Teachers - Secondary) | | |
| Continuing Education Assistant) | | |
| Program Leader | \$6,550 | \$6,642 |

Department Heads

Responsibility allowances for Department Heads shall be:

\$4,684.00 effective September 1, 2001

\$4,778.00 effective September 1, 2006

\$4,826.00 effective February 1, 2007

\$4,913.00 effective September 1, 2007

\$4,982.00 effective February 1, 2008

- b) The Report of the Positions of Responsibility Committee dated September 2005 shall be appended to and form part of this Agreement.

- 24.05 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).

24.06 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 Support 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.

- 24.06 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 Support 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.

24.07 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.

24.08 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.

24.09 Part-Time Teachers

- a) Part-time Teachers shall be half time. For a Part-time Teacher, salary, sick leave credits, and any other entitlements that are not specified in any other provisions of this Agreement shall be prorated.
- b) 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.

- 24.09 c) Part-time assignments that are other than those set forth in 24.09 a) shall only be granted, by the Superintendent of Human Resources Support Services, in exceptional circumstances

24.10 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 salary or special time release is to be determined in advance by the Superintendent of Human Resources Support 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.

24.11 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.

24.12 Method of Payment

- a) Effective September 1, 1999, salaries shall be paid in accordance with Board procedures on an even bi-weekly 12 month pay schedule.

b) 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.

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

24.13 Terms of Salary Payments

- a) Semestered Teachers teaching exactly one semester shall be paid salary based on the Teacher's full time equivalency status as set out in Article 24.09 a). 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 24.02 divided by the total number of school days.
- b) Teachers who leave the Board's employ or who go on a leave of absence will be paid any salary owing up to the last day worked. A Teacher who leaves the employ of the Board before the end of a semester will be paid salary based on the Teacher's full time equivalency status for each semester as set out in 24.09 a) in the proportion that the number of school days on which the Teacher performs duties in the semester bears to the total number of school days in the semester.
- 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 Support 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 25: EMPLOYEE BENEFITS

- 25.01 The Board shall contribute to the Bargaining Unit three thousand one hundred and fifty dollars (\$3150) per FTE Teacher employed by the Board as defined in Articles 28.03 and 28.04 in each school year for extended health, dental, and group life (including AD & D) insurance plans. This amount shall be increased to three thousand three hundred dollars (\$3300) effective September 1, 2005. This amount shall be increased to three thousand six hundred dollars (\$3600) effective September 1, 2006. This amount shall be increased to three thousand eight hundred dollars (\$3800) effective September 1, 2007.
- 25.02 The Board is not the policyholder of benefits described in 25.01 for the Teachers effective April 1, 2001.
- 25.03 The Board will be responsible for enrolment, deduction and remittance of the premium contributions and providing available necessary data to the insurer and Bargaining Unit.
- 25.04 The Bargaining Unit shall be the policyholder of the benefits, excluding statutory benefits, effective April 1, 2001. The Bargaining Unit shall determine the terms and conditions of the plan. The Bargaining Unit will inform the Board regarding the terms and conditions of the plan.
- 25.05 One twelfth (1/12) of the money specified in 25.01 shall be remitted to the Bargaining Unit on the first of each month.
- 25.06 All Teachers on unpaid leaves of absence and long term disability shall be eligible to be a member of the benefit plan provided the member pays the full cost of the premiums. The rate paid by the members in 25.06 shall be the group rate charged by the carrier.
- 25.07 Where required by the carrier participation in the benefit plans described in 25.01 shall be a condition of employment subject to the terms and conditions of those plans. Any member teaching less than full time shall be eligible for the benefit plans provided the member pays a prorated amount of the premium cost subject to the approval of the carrier.

25.08 Long Term Disability Insurance

The Board shall assume the administrative cost of a benefit plan offered by Teachers Life. Each Teacher shall pay 100% of the premium cost of the Long Term Disability Insurance.

25.09 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.
- 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 25.09 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.

25.09 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.

25.10 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.

25.11 A Teacher returning from a Special Leave of Absence under Article 11 and Article 13.02 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 16.10 l).

25.12 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 Support 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.

25.13 The Board shall consult with the Union regarding any new or revised standardized form(s) requesting medical information from a Teacher's treating healthcare providers.

25.14 Where appropriate accommodation cannot be resolved at the work location, the Board and the Bargaining Unit shall continue to develop cooperatively, in consultation with the Teacher involved, modified work programs for any Teacher who requires accommodation in respect of a disability.

- 25.15 The Board and the Union are committed to a consistent approach to meeting the needs of disabled Teachers, to treating such Teachers with dignity and respect, to restoring them to meaningful work of value to the Board, and to meeting the parties' obligations with respect to accommodation under the *Human Rights Code*. The Board and the Union further recognize that Teachers who require accommodation have obligations to cooperate in the process, including the clear communication of any accommodations sought and the providing of all reasonably required medical information.
- 25.16 The Board shall ensure that all medical records are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Superintendent of Human Resources Support Services and those personnel designated by the Superintendent. The Superintendent shall, upon request, advise the Bargaining Unit Executive of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.
- 25.17 The Bargaining Unit Executive may file a grievance with respect to an alleged violation of the Teacher's rights under the Collective Agreement resulting from the administration and/or application of any Attendance Management Policy.
- 25.18 Board Liability Insurance

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

ARTICLE 26: ALLOWANCE ON RETIREMENT

26.01 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.

26.02 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.

26.03 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.

26.04 The amount of the allowance payable shall be calculated as follows for accumulated service as defined in Article 26.01 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;
- c) the foregoing allowance shall be grandparented for Teachers employed on November 24, 1998 (including those with recall rights); for Teachers hired after November 24, 1998, 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 27: NO DISCRIMINATION

- 27.01 Neither the Board, the Union, the Bargaining Unit Executive nor a Teacher shall discriminate in their employment against any employee of the Board on any ground prohibited by the *Ontario Human Rights Code* or the *Ontario Labour Relations Act*, including age, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, record of offences, marital status, family status or handicap, as those terms are defined in the *Code*.
- 27.02 The Board, the Union, the Bargaining Unit Executive and the Teachers recognize that a Teacher has the right to freedom from sexual harassment and any other form of harassment in the workplace prohibited by the *Ontario Human Rights Code*.
- 27.03 The Board, the Bargaining Unit Executive and the Union recognize that they all have a duty to accommodate individuals in accordance with the *Ontario Human Rights Code* and hereby confirm their agreement to comply with such obligations.

ARTICLE 28: PROFESSIONAL DEVELOPMENT LEAVE

28.01 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.

28.02 a) Approval for Professional Development Leave may be granted by the Superintendent of Human Resources Support 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 Education. These committees shall act on behalf of and be accountable to the Superintendent of Human Resources Support Services who shall retain responsibility for the granting of Professional Development Leaves and for the proper disbursement of funds. These committees shall report to the Superintendent of Human Resources Support Services.

c) Each School Professional Development Leave Committee shall be responsible for administering its share of the funds allocated in Article 28.03.

d) The funds allocated may be expended within the criteria established by the Superintendent of Human Resources Support Services.

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.

28.03 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. Effective September 1, 2003, the budget shall be \$100. per Teacher calculated for all secondary Teachers employed on September 30th.

28.04 For the purposes of 28.03 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 based on the projected blended enrolments using actual September 30 enrolment data in accordance with the Joint Staffing Committee's review process, 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 the Peel Alternative School
- those at educational centres established under Section 19 (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. Assistants

However, 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.

- 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. Effective September 1, 2003, the Board shall be entitled to bill \$100. with respect to Professional Development Leave.

28.05 A Teacher receiving Professional Development Leave shall continue to receive full salary and benefits.

28.06 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 28.01 and 28.02 hereof.

28.07 Professional Development Leave shall not affect the cumulative sick leave reserve allowance of the Teacher concerned.

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 9-12, 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.

ARTICLE 30: ACTING ADMINISTRATIVE POSITIONS

- 30.01 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; however, such Teacher shall not evaluate or discipline another OSSTF member. 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 17 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.
- 30.02 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. An emergency shall be considered an unforeseen circumstance that arises during the school day. A Teacher In Charge shall not evaluate or discipline another OSSTF member.

ARTICLE 31: CRIMINAL RECORD CHECKS

- 31.01 The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 as amended of the *Education Act*, or any subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Superintendent of Human Resources Support Services and those personnel designated by the Superintendent. The Superintendent shall, upon request, advise the Bargaining Unit Executive of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.
- 31.02 The Board shall not release any information about a Teacher obtained pursuant to Regulation 521/01 as amended, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.

ARTICLE 32: PERFORMANCE APPRAISALS

- 32.01 The Board shall consult with the Bargaining Unit Executive regarding any new policies or operating procedures relating to performance appraisal.
- 32.02 Notwithstanding the time limits contained in Article 7 (Grievance Procedure), any grievance properly submitted regarding performance appraisals reports may be submitted up to the last day of the school year in which the performance appraisal occurs.
- 32.03 In addition to the right to grieve provided for under Article 9.04 (b) (2), with respect to any performance appraisal, any difference between the parties arising from the interpretation or alleged violation of this Article, the Board's Operating Procedure or Part X.2 of the *Education Act* or any regulation under it, including any question as to whether a matter is arbitrable, may be subject to a grievance and arbitration under this Agreement.
- 32.04 When a Teacher receives a performance appraisal report which is rated unsatisfactory, the Board shall advise the Bargaining Unit Executive of that fact, so as to allow the Bargaining Unit Executive to offer the Teacher assistance.
- 32.05 Teachers in charge of an organizational unit shall not be responsible for conducting performance appraisals.

Peel District School Board
Employee Funded Leaves - Application

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.

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

Date

Teacher's Signature

Superintendent of Human Resources

Witness (to Teacher's Signature)

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

Peel District School Board

POSITIONS OF RESPONSIBILITY

This report was approved by the Board and OSSTF District 19 for implementation in September 2005.

Prepared by: Joint OSSTF/Board Committee

Role of Department Head

The Department Head will be expected to provide instructional, administrative and school leadership. The Department Head cannot work in isolation but must work through others. Teamwork must be central to the achievement of school success; collaboration promotes the collective ownership of school and departmental objectives.

Recommended Model for Peel Positions of Responsibility

Guiding Principles

1. There will be headships in defined curriculum areas. Every credit course will be tied to some department. There will also be cross curricular headships for other leadership roles in the school.
2. There must be flexibility in the headship structure to meet individual school needs. Staff input will be incorporated into each school's headship model. There will be a process for schools that decide to deviate from the headship model described in this paper.
3. The number of heads in a particular school will be based on a sliding scale based on projected blended enrolment. Tolerance will be built into the model so that headships will not be lost because of a one-time downward fluctuation in the school population of only a handful of students.
4. All positions will initially be vacant. All positions will be term appointments. There will be no grandparenting or bumping provisions for any incumbents now or in the future. Salary Policy 6 will not apply to current incumbents in headship positions.

The Number of Headships

| Projected Blended Enrolment | No. Of Headships |
|-----------------------------|------------------|
| Under 700 | 7 |
| 700 - 799 | 8 |
| 800 - 999 | 9 |
| 1000 - 1249 | 10 |
| 1250 - 1499 | 11 |
| 1500 - 1999 | 12 |
| 2000 and above | 13 |

In a subsequent year, should the projected blended enrolment increase beyond a trigger number, the additional headship will be granted for the following year. Should it decrease below a trigger number, in the first year the number of headships will not be reduced. If the enrolment stays below the trigger for a second year, however, the position will be removed. When a position is removed, the Principal in consultation with S.A.A.C. will recommend any change in the headship organization to the Superintendent of Education. If the Superintendent of Education agrees with the recommendation of S.A.A.C., then the matter will be referred to the Joint Staffing Committee for further discussion. If no agreement is reached in this forum, then the decision of the Director of Education or designate will be binding.

In the case of the establishment of a new school, the number of headships will be determined in consultation with the Associate Director Instructional Support Services, but not less than the above formula.

All vacant headships, curriculum and cross curricular, will constitute the first posting of vacancies in the staffing process.

Cross Curricular Headships

These headships are for a one year term, renewable for one additional year. The nature of the responsibility may change from year to year, or not. Staff must have input into the decision of the nature of these positions. There could be at most three cross curricular headships in a school (at most two in schools with enrolments below 750).

Any specialist qualification is sufficient to hold a cross curricular headship.

The following represent examples of cross curricular headships:

- * Regional Programs (e.g. Enhanced, IBT, Arts etc.)
- * Program areas identified in either the Peel District School Board Teaching and Learning Plan or the school success plan as a school priority:
 - e.g. Literacy (Communication across the Curriculum)
 - Assessment Literacy
 - Instructional Technology
 - Instructional Intelligence
 - Schools Attuned
- * Alternative Programs to support the Student Success Initiative

Curriculum Headships

Each school will have a minimum of five curriculum headships that are chosen from one or a combination of the OSS curriculum areas listed below:

| | |
|---|----------------------------------|
| ❖ Arts (music, visual arts, drama, dance) | ❖ International Languages |
| ❖ Business | ❖ Mathematics |
| ❖ Canadian and World Studies | ❖ Native Studies |
| ❖ Cooperative Education and Experiential Learning | ❖ Resource Centre |
| ❖ English | ❖ Science |
| ❖ ESL | ❖ Social Sciences and Humanities |
| ❖ French as a Second Language | ❖ Special Education |
| ❖ Guidance and Career Education | ❖ Technological Studies |
| ❖ Health and Physical Education | |

Example. School A (no regional program) with 12 headships elects the following:

Cross curricular (2)

Assessment Literacy
Alternative Pathways

Curriculum (10)

Arts (drama, visual arts, music)
Business/Technology
Canadian & World Studies/Social Science & Humanities
English/Resource Centre
FSL/ESL
Guidance & Career Education/Cooperative Education
Health & Physical Education
Mathematics
Science
Special Education

All curriculum headships within a school location are for a fixed five year term. At the end of the five years, all curriculum headships are re-advertised. If an incumbent is temporarily unavailable for any portion of the five year term (for teacher funded leave, secondment or to take a cross curricular headship, for example) then the position will be filled by an acting headship for the duration of the head's absence as outlined in Article 16.05 c) of the Collective Agreement.

In unique circumstances where there is a demonstrated change in school needs during the fixed five year term, the Principal in consultation with S.A.A.C. will recommend any change in the headship organization to the Superintendent of Education. If the Superintendent of Education agrees with the recommendation of S.A.A.C., then the matter will be referred to the Joint Staffing Committee for further discussion. If no agreement is reached in this forum, then the decision of the Director of Education or designate will be binding. If during the fixed five year term, a change in headship structure is approved due to these unique circumstances, then any change to the headship organization must include all existing curriculum heads. [Note – this would not be applicable to situations where there is a reduction in the number of headships due to enrolment triggers.]

At the end of the fixed five year term, an individual holding a curriculum headship would be free to re-apply for the next fixed five year term.

The requirement for a curriculum headship is a specialist qualification in some subject area contained within it.

Consultation and Approval Process

The school's headship structure will form part of the school's organization. As such the principal will consult with the school's S.A.A.C. to attempt to reach a consensus on the nature of the school's headship structure so that staff input may be considered. If there is no consensus, the Superintendent of Education and the Bargaining Unit representative will be asked to assist.

Should there remain a dispute at the end of this review, then the matter will be referred to the Joint Staffing Committee for further discussion. If no agreement is reached in this forum, then the decision of the Director of Education or designate will be binding.

Also, should the proposed school headship structure deviate from the model outlined above, it shall be referred to the Joint Staffing Committee for approval.

APPENDIX "D" – LETTERS OF INTENT

RE: BARGAINING UNIT MEETINGS

The Board acknowledges that past practice has allowed Branch Affiliates to hold meetings at the worksite, at reasonable times and reasonable locations, subject to the permission and discretion of the Board, and will permit this practice to continue. Any problems experienced by the Bargaining Unit or the Board in this regard may be referred to the Liaison Committee.

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.

RE: EXTRA CURRICULAR ACTIVITIES

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

RE: UNION AFFILIATION OF SPECIAL EDUCATION TEACHERS

Effective September 2006, the parties agree to implement the ruling of the Ontario Labour Relations Board dated October 28, 2003 involving Kawartha Pine Ridge DSB, with respect to the union affiliation of Teachers employed to teach special education needs students of secondary school age at the Applewood Acres and Parkholme school and satellite locations. ETFO members moving into OSSTF positions shall maintain their current seniority/start date held with the Peel District School Board. The Board will honour the Teachers' QECO rating for purposes of grid placement until August 31, 2010 by which time the Teachers will be required to present an OSSTF Certification Rating Statement for the purpose of salary categorization effective September 1, 2010.

APPENDIX "D" – LETTERS OF INTENT (continued)

RE: TRANSFER AND SURPLUS PROCESS

At recent collective bargaining negotiations, the parties discussed the issue of administrative transfers for Teachers who do not acquire a new position through the voluntary transfer process.

The parties agree to establish a committee to develop a revised administrative transfer process in order to resolve this issue.

The committee will be composed of equal representation with up to three (3) representatives from the OSSTF and up to three (3) representatives from the Board. Additional resources shall be available to the committee as required. The committee shall commence to meet within three working months of the date of ratification. The committee shall make best efforts to ensure a revised administrative transfer process shall be in place for implementation in order to staff schools for the 2006-2007 school year.

RE: EARLY PROGRESS REPORTS

At recent collective bargaining negotiations the parties discussed the Board's practices regarding Early Progress Reports. The parties agree to continue the reporting practices set forth in their joint memorandum Re: Early Progress Reports dated September 24, 2004. Any changes to such practices shall only be made by the Board after consultation with the Bargaining Unit Executive.

RE: TEACHER DEVELOPMENT ACCOUNT

A total of \$1,254,707 shall be placed into a Teacher Development Account. Each member of the Bargaining Unit as of the date of ratification shall be entitled to an equal share of the funds. These funds shall be used for expenses incurred for Teacher-determined professional development and/or professional resources. The parties shall jointly establish reimbursement procedures, timelines and criteria. Part-time Teachers at the date of ratification shall receive a prorated portion of the reimbursement.

In the event the government adjusts the \$1,254,707 funding allocation upward or downward, or provides additional funding for new hires subsequent to the date of ratification, the parties shall meet to determine the specific allocation to individual teachers.

Any unclaimed funds at the end of the agreed upon timeline shall be allocated to the Short Term Professional Development Leave account for secondary teachers in addition to the funds allocated under Article 28.03.

APPENDIX "D" – LETTERS OF INTENT (continued)

RE: FLEXIBLE CLASS SIZE LIMITS

At the negotiations for the 2004-2008 collective agreement, the parties agreed to a number of amendments to Articles 14 and 15 regarding flexible class size limits and the process to be followed by the Joint Staffing Committee and the schools' S.A.A.C. In connection with those amendments, the parties agreed to instruct the Joint Staffing Committee to amend the previous class size guidelines so that they become Flexible Class Size Limits. The limits for the 2005-2006 school year, subject to the flexibility factor contained in Article 14.01 r), shall be as follows:

| <u>Category Code</u> | <u>Category</u> (fifth character designation) | <u>Limit</u> |
|----------------------|---|--------------|
| Cat "U" | Grade 10 Academic (D) Grades 11 to 12 University (U) Grades 11 to 12 University/College (M) | 31 |
| Cat "C" | College (C) | 25 |
| Cat "O" | Grades 9 to 12 Open (O) | 28 |
| Cat "D" | Grade 9 Academic (D) | 29 |
| Cat "L" | Limited Facility | 20 |
| Cat "P" | Grades 9 and 10 Applied (P) | 20 |
| Cat "E" | All Basic and Essential (B, 4, 3) and Workplace (E) All Locally Designed Compulsory Credit Courses (L) | 17 |
| Cat "S" | All Vocational Level 1 (formally Special Basic) | 15 |

It is understood and agreed that the protocol regarding Flexible Class Size Limits shall be reviewed and revised as necessary each year in accordance with Article 14.01 o). The Joint Staffing Committee shall make other revisions to its protocol on Flexible Class Size Limits as necessary in order to reflect the new collective agreement.

This Collective Agreement is

Dated and executed this _____ day of _____, 2005.

The Peel District School Board:

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

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