

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made this 30th day of June A.D. 2010

BETWEEN THE EDUCATION NEGOTIATING AGENCY hereinafter called the "Agency" of the one Part

AND THE PRINCE EDWARD ISLAND TEACHERS' FEDERATION hereinafter called the Teachers' Federation of the other Part

WHEREAS the parties have a statutory obligation pursuant to the Regulations under Sections 6(1) and 147(l) and (n) of the School Act, S.P.E.I., 1993, CAP. 35 to negotiate with respect to salary scale and benefits for instructional personnel.

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, covenant and agree with each other as follows.

SECTION 1 - DEFINITIONS

The following words/terms wherever found in this Memorandum of Agreement are to have the meaning as defined in this section.

- 1:01 "Acting Administrative Positions" shall mean those positions which will be vacant for less than the school year and which are filled on a temporary basis by a teacher.
- 1:02 "Administrative Consolidation" shall mean any combination of schools (facilities and staff) administered by one principal.
- 1:03 "Administrative Positions" shall mean the position of Board Based Consultant, Program Coordinator, Principal, Vice-Principal and Department Head.
- 1:04 "Agreement" shall mean the collective agreement concluded between the Agency on the first part and the Teachers' Federation on the second part.
- 1:05 "Authorized Representative" shall mean the Prince Edward Island Teachers' Federation (Teachers' Federation) subject to Section 2:01 of this agreement.
- 1:06 "Auxiliary Personnel" shall mean paid or unpaid persons in a school, other than teachers, cleaners, custodians, administrative assistants and bus drivers employed by a School Board, who function in a supportive role to the teachers within the school. This definition applies to, but is not limited to, such positions as educational assistants, tutors, monitors, teacher aides, library assistants, supervisor and/or clerical aides and markers.
- 1:07 "Base School" shall mean the school designated by the Employer as the teacher's base school pursuant to 27.01.
- 1:08 "Co-operating Teacher" shall mean a teacher who supervises a student teacher(s) during their practical training period.
- 1:09 "Department" shall mean the Department of Education and Early Childhood Development.
- 1:10 "Education Negotiating Agency" shall mean the Agency as described in Section 110 of the School Act.
- 1:11 "Employer" is a School Board as established under the School Act.
- 1:12 "Extra-Curricular Activities" shall mean those school-related activities which are not directly related to the curriculum or part of the teacher's administrative or supervisory duties.
- 1:13 "Minister" shall mean the Minister of Education and Early Childhood Development, or his/her delegate where permitted by law.

- 1:14 "Regulations" shall mean those regulations pursuant to the School Act.
- 1:15 "School Year" shall be as defined in the School Calendar regulated by the Minister (Section 7(1)(g) - School Act).
- 1:16 "Similar Position" shall be as defined in Appendix A.
- 1:17 "Teacher" shall mean the instructional personnel as defined in the *School Act* and actually employed by an Employer under a contract as determined by regulations of the *School Act*, in a teaching, administrative (as defined in Subsection 1:03) or other professional capacity relating to education other than supervisory personnel as defined under 1 (aa) of the School Act.
- 1:18 Words, terms or expressions used in this agreement, other than those defined, shall have the same meaning and application as assigned in the School Act and Regulations pertaining thereto.
- 1:19 "Spouse" means a person:
- (a) to whom a person is legally married; or
 - (b) with whom an Employee has been living for at least twelve (12) months as a couple in a relationship of some permanence.

SECTION 2 - RECOGNITION

- 2:01 The Minister shall recognize the Teachers' Federation as the authorized representative of the teachers to which this agreement applies unless the authorizing body revokes that recognition as specified in the Regulations under Sections 6 (1) and 147 (l) and (n) of the School Act.

SECTION 3 - TERM AND APPLICATION

- 3:01 The term of this agreement shall be July 1, 2010 to September 30, 2013.
- 3:02 The teacher agreement applies to and is binding on the Teachers' Federation, the Province of Prince Edward Island as represented by the Minister, Employers, and teachers.

SECTION 4 - RATIFICATION OF AGREEMENT

- 4:01 This agreement and any amendments thereto are subject to ratification by the parties to the agreement except in the event of an arbitrated settlement.

SECTION 5 - CONSULTATION WITH DEPARTMENT

- 5:01 (a) For the purpose of Subsections 5:01 (b) and (c), consultation shall mean that a meeting shall occur between the Minister and the Teachers' Federation to discuss the principles/concepts embodied therein.

Notwithstanding the foregoing, the Minister and the Teachers' Federation may enter into other forms of consultation mutually agreed upon.

- (b) Consultation shall take place between the Minister and the Teachers' Federation, prior to submission to the Executive Council, concerning proposed regulations or statutes that affect the terms and conditions of employment of teachers.
- (c) Consultation shall take place between the Minister and the Teachers' Federation prior to the adoption of Minister's Directives which affect the terms and conditions of employment of teachers.

SECTION 6 - EMPLOYER AND GOVERNMENT RESPONSIBILITIES AND RIGHTS

- 6:01 The teachers and the Teachers' Federation recognize that the Department and the Employers have the responsibility, right, and authority to manage the school system on behalf of the public.
- 6:02 It is agreed that the exercising of the responsibilities provided in Section 6:01 shall be subject to the provisions of the School Act, Regulations, and the current collective agreement; and the Department and Employers shall not exercise their responsibility in a manner contrary to the School Act, Regulations and current collective agreement. In this respect, the Teachers' Federation may present a grievance in the manner provided by Section 45 of the current collective agreement.
- 6:03 The Department agrees to provide the Teachers' Federation with 500 English and 50 French printed copies of this agreement. The Department shall provide the Teachers' Federation with a sufficient number of electronic copies of the agreement for distribution to all teachers. The Teachers' Federation may request additional printed copies, if needed.
- 6:04 (a) The Employer shall provide a copy of all policies to which they have given first reading and which affect the terms and conditions of employment of teachers to the General Secretary of the Teachers' Federation.
- The Teachers' Federation, which may be represented by the local area association of the Teachers' Federation with respect to Employer policies, shall be afforded the opportunity to examine any such policy within ten (10) days following first reading and shall be afforded the opportunity, if requested by the Teachers' Federation, to meet with the appropriate committee of the Employer and/or the Employer to respond to the proposed policy prior to second reading.
- (b) Each school within the jurisdiction of the Employer shall be provided with copies of policies adopted by the Employer. When policies are adopted by the Employer such policies shall be distributed to the Teachers' Federation.
- 6:05 The Employer and/or the Department shall provide the following information to the PEITF:
- (a) Information relative to the Teachers' Superannuation Fund file of individual teachers if requested to assist these teachers with retirement planning.
- (b) The names of all retiring teachers each year, the schools where they taught, and the number of years of service.
- (c) In October and March of each school year, or other occasions upon request:
1. Name and position (teacher, administrator or consultant);
 2. Workplace (school number, board, department);
 3. Certification level;
 4. Current step;
 5. Full time equivalency;
 6. Status (permanent, probationary, fixed term, on leave);
 7. Date of hire;
 8. Home address; and
 9. Work email address.
- The information may be provided in one or a series of electronic lists.
- (d) At the beginning of each school year, and by request, the names, addresses, phone numbers and provincial code number for each public school in the province.
- (e) The Teachers' Federation agrees not to disclose any personal information pertaining to individual teachers to any third party.

SECTION 7 - TEACHER CONTRACT FORMS

7:01 The Teacher Contract Forms are outlined for reference purposes in Appendix B of this Agreement.

SECTION 8 - SALARY SCALES

8:01 Each teacher shall be paid in accordance with the scales specified in Section 8:02.

8:02 **Salary Scales - Effective October 1, 2010 - September 30, 2011**

A. ACADEMIC:

STEP	CIV	CV	CVA	CVI
3	41,061	46,668	49,473	52,271
4	43,017	48,866	51,787	54,707
5	44,932	51,066	54,150	57,195
6	46,857	53,245	56,470	59,684
7	48,825	55,474	58,799	62,128
8	50,747	57,671	61,126	64,608
9	52,710	59,883	63,489	67,043
10	54,627	62,082	65,813	69,531
11	56,655	64,386	68,255	72,111
12	59,344	67,443	71,495	75,534

1. Teachers holding Certificate II shall have the following salary: \$40,215.
2. Teachers holding Certificate III shall have the following salary: \$47,597.

B. CAREER AND TECHNICAL:

TYPE A & B CERTIFICATES

Step	CT1	CT2	CT3	CT4	CT5	CT6
0	43,017	46,668	53,245	56,470	57,195	59,684
1	44,932	48,866	55,474	58,799	59,684	62,128
2	46,857	51,066	57,671	61,126	62,128	64,608
3	48,825	53,245	59,883	63,489	64,608	67,043
4	50,747	55,474	62,082	65,813	67,043	69,531
5	52,632	57,533	64,386	68,255	69,530	72,111
6	55,129	60,264	67,443	71,495	72,830	75,534

Salary Scales - Effective October 1, 2011 - March 31, 2012

A. ACADEMIC:

Step	CIV	CV	CVA	CVI
3	41,471	47,135	49,968	52,793
4	43,447	49,354	52,305	55,254
5	45,381	51,576	54,692	57,767
6	47,325	53,778	57,035	60,281
7	49,314	56,029	59,387	62,749
8	51,255	58,248	61,737	65,254
9	53,237	60,482	64,123	67,713
10	55,173	62,702	66,471	70,227
11	57,221	65,030	68,937	72,832
12	59,937	68,117	72,210	76,289

1. Teachers holding Certificate II shall have the following salary: \$40,617.
2. Teachers holding Certificate III shall have the following salary: \$48,073.

B. CAREER AND TECHNICAL:

TYPE A & B CERTIFICATES

Step	CT1	CT2	CT3	CT4	CT5	CT6
0	43,447	47,135	53,778	57,035	57,767	60,281
1	45,381	49,354	56,029	59,387	60,281	62,749
2	47,325	51,576	58,248	61,737	62,749	65,254
3	49,314	53,778	60,482	64,123	65,254	67,713
4	51,255	56,029	62,702	66,471	67,713	70,227
5	53,158	58,108	65,030	68,937	70,226	72,832
6	55,680	60,866	68,117	72,210	73,558	76,289

Salary Scales - Effective April 1, 2012 - September 30, 2012

A. ACADEMIC:

Step	CIV	CV	CVA	CVI
3	41,886	47,606	50,467	53,321
4	43,882	49,848	52,828	55,806
5	45,835	52,092	55,239	58,345
6	47,799	54,315	57,605	60,884
7	49,807	56,589	59,981	63,377
8	51,767	58,830	62,355	65,906
9	53,769	61,087	64,765	68,390
10	55,725	63,330	67,135	70,929
11	57,794	65,681	69,627	73,560
12	60,536	68,798	72,932	77,052

1. Teachers holding Certificate II shall have the following salary: \$41,023.

2. Teachers holding Certificate III shall have the following salary: \$48,554.

B. CAREER AND TECHNICAL:

TYPE A & B CERTIFICATES

Step	CT1	CT2	CT3	CT4	CT5	CT6
0	43,882	47,606	54,315	57,605	58,345	60,884
1	45,835	49,848	56,589	59,981	60,884	63,377
2	47,799	52,092	58,830	62,355	63,377	65,906
3	49,807	54,315	61,087	64,765	65,906	68,390
4	51,767	56,589	63,330	67,135	68,390	70,929
5	53,690	58,689	65,681	69,627	70,928	73,560
6	56,237	61,475	68,798	72,932	74,294	77,052

Salary Scales - Effective October 1, 2012 - March 31, 2013

A. ACADEMIC:

Step	CIV	CV	CVA	CVI
3	42,514	48,320	51,224	54,121
4	44,540	50,596	53,620	56,643
5	46,523	52,873	56,067	59,220
6	48,516	55,130	58,469	61,797
7	50,554	57,438	60,881	64,328
8	52,544	59,713	63,290	66,895
9	54,576	62,003	65,736	69,416
10	56,561	64,279	68,142	71,993
11	58,661	66,666	70,671	74,664
12	61,444	69,830	74,026	78,208

1. Teachers holding Certificate II shall have the following salary: \$41,639.

2. Teachers holding Certificate III shall have the following salary: \$49,282.

B. CAREER AND TECHNICAL

TYPE A & B CERTIFICATES

Step	CT1	CT2	CT3	CT4	CT5	CT6
0	44,540	48,320	55,130	58,469	59,220	61,797
1	46,523	50,596	57,438	60,881	61,797	64,328
2	48,516	52,873	59,713	63,290	64,328	66,895
3	50,554	55,130	62,003	65,736	66,895	69,416
4	52,544	57,438	64,279	68,142	69,416	71,993
5	54,495	59,569	66,666	70,671	71,992	74,664
6	57,080	62,397	69,830	74,026	75,408	78,208

Salary Scales - Effective April 1, 2013

A. ACADEMIC:

Step	CIV	CV	CVA	CVI
3	43,152	49,045	51,993	54,933
4	45,208	51,355	54,424	57,493
5	47,220	53,666	56,908	60,108
6	49,243	55,957	59,346	62,724
7	51,312	58,300	61,794	65,292
8	53,332	60,608	64,240	67,898
9	55,395	62,933	66,722	70,457
10	57,409	65,244	69,165	73,073
11	59,541	67,666	71,731	75,784
12	62,366	70,878	75,136	79,381

1. Teachers holding Certificate II shall have the following salary: \$42,263.

2. Teachers holding Certificate III shall have the following salary: \$50,022.

B. CAREER AND TECHNICAL:

TYPE A & B CERTIFICATES

Step	CT1	CT2	CT3	CT4	CT5	CT6
0	45,208	49,045	55,957	59,346	60,108	62,724
1	47,220	51,355	58,300	61,794	62,724	65,292
2	49,243	53,666	60,608	64,240	65,292	67,898
3	51,312	55,957	62,933	66,722	67,898	70,457
4	53,332	58,300	65,244	69,165	70,457	73,073
5	55,313	60,463	67,666	71,731	73,072	75,784
6	57,937	63,333	70,878	75,136	76,540	79,381

8:03 Any teacher employed for less than a full year shall be paid on a pro-rata basis.

8:04 Requirements for the general levels of certification contained in this agreement are outlined on the last page for information purposes only.

8:05 No teacher shall suffer a reduction of salary as a result of the terms of this agreement.

SECTION 9 - ADMINISTRATIVE ALLOWANCES AND CONDITIONS OF EMPLOYMENT

9:01 Allowances for administrative positions in the schools of Prince Edward Island shall be paid in accordance with the following schedule:

- (a) Allowances shall be paid to principals who supervise three (3) or more teachers.
- (b) A teacher who is appointed department head shall receive an administrative allowance of:
 - \$2,441 effective October 1, 2010 - September 30, 2011
 - \$2,466 effective October 1, 2011 - March 31, 2012
 - \$2,490 effective April 1, 2012 - September 30, 2012
 - \$2,528 effective October 1, 2012 - March 31, 2013
 - \$2,566 effective April 1, 2013 - September 30, 2013
- (c) A teacher who is appointed program coordinator shall receive an administrative allowance of:
 - \$4,878 effective October 1, 2010 - September 30, 2011
 - \$4,927 effective October 1, 2011 - March 31, 2012
 - \$4,976 effective April 1, 2012 - September 30, 2012
 - \$5,051 effective October 1, 2012 - March 31, 2013
 - \$5,127 effective April 1, 2013 - September 30, 2013
- (d) A teacher who is appointed program consultant shall receive an administrative allowance of:
 - \$7,315 effective October 1, 2010 - September 30, 2011
 - \$7,389 effective October 1, 2011 - March 31, 2012
 - \$7,462 effective April 1, 2012 - September 30, 2012
 - \$7,574 effective October 1, 2012 - March 31, 2013
 - \$7,688 effective April 1, 2013 - September 30, 2013
- (e) A teacher who is appointed vice-principal shall receive an administrative allowance based on 5% of the vice-principals salary position on the salary scale plus 60% of the allowances contained in 9:01 (f) for full-time equivalent teachers/educational assistant, custodial and secretarial union groups.
- (f) A teacher who is appointed principal shall receive an administrative allowance in accordance with the following:

Effective October 1, 2010 - September 30, 2011

A basic allowance of 10% of the principal's salary position on the salary scale plus:

\$365 for each of the first 20 full-time equivalent teachers supervised;
\$184 for each of the next 30 full-time equivalent teachers supervised;
\$ 92 for each of the remaining full-time equivalent teachers supervised; and
\$ 45 for each of the full-time equivalents supervised in the educational assistant, custodial and secretarial union groups.

Effective October 1, 2011 - March 31, 2012

A basic allowance of 10% of the principal's salary position on the salary scale plus:

\$368 for each of the first 20 full-time equivalent teachers supervised;
\$186 for each of the next 30 full-time equivalent teachers supervised;
\$ 93 for each of the remaining full-time equivalent teachers supervised; and
\$ 46 for each of the full-time equivalents supervised in the educational assistant, custodial and secretarial union groups.

Effective April 1, 2012 - September 30, 2012

A basic allowance of 10% of the principal's salary position on the salary scale plus:

\$372 for each of the first 20 full-time equivalent teachers supervised;
\$188 for each of the next 30 full-time equivalent teachers supervised;
\$ 94 for each of the remaining full-time equivalent teachers supervised; and
\$ 46 for each of the full-time equivalents supervised in the educational
assistant, custodial and secretarial union groups.

Effective October 1, 2012 - March 31, 2013

A basic allowance of 10% of the principal's salary position on the salary scale plus:

\$378 for each of the first 20 full-time equivalent teachers supervised;
\$190 for each of the next 30 full-time equivalent teachers supervised;
\$ 95 for each of the remaining full-time equivalent teachers supervised; and
\$ 47 for each of the full-time equivalents supervised in the educational
assistant, custodial and secretarial union groups.

Effective April 1, 2013 - September 30, 2013

A basic allowance of 10% of the principal's salary position on the salary scale plus:

\$383 for each of the first 20 full-time equivalent teachers supervised;
\$193 for each of the next 30 full-time equivalent teachers supervised;
\$ 97 for each of the remaining full-time equivalent teachers supervised; and
\$ 48 for each of the full-time equivalents supervised in the educational
assistant, custodial and secretarial union groups.

- (g) For the purpose of this agreement, the administrative positions for which an administrative allowance shall be paid shall be those defined in Section 1:03 of this agreement. No teacher may concurrently be paid for more than one (1) of these administrative positions.
- (h) In the event that an Employer appoints a teacher to an administrative position which is not listed in Section 1:03, or an administrative position established by the Minister, the Employer shall designate an equivalency for this position from the list of administrative positions in Section 1:03.
- (i) A teacher who is appointed to an administrative position, and is employed for less than a full school year, shall have his/her annual administrative allowance determined on a pro-rata basis.
- 9:02 (a) Minimum qualifications of principals for the term of this agreement shall be:
1. Certificate VA; and
 2. At least one course in Educational Administration at the graduate level; and
 3. At least seven (7) years of teaching experience.
- (b) Minimum qualifications for vice-principals for the term of this agreement shall be:
1. Certificate V;
 2. At least one course in Educational Administration at the graduate level; and
 3. At least five (5) years teaching experience.
- (c) Minimum qualifications for Board Based Consultants for the term of this agreement shall be:
1. Certificate V and at least four (4) years of teaching experience; or,
 2. Other appropriate professional certification and relevant experience.
- (d) Teachers who hold these minimum qualifications shall be eligible to apply for the relevant position which becomes open during the term of this agreement.
- (e) Existing principals and vice-principals who do not meet the revised qualifications in (a) or (b) may continue in their current role. They may also apply for transfer pursuant to 26:04.
- (f) In the event that the Certification and Standards Board establishes minimum qualifications for administrative positions, the minimum qualifications referred to above shall no longer apply.

- 9:03 (a) Subject to 9:03 (b), a teacher requested by an Employer to perform the function of a principal or vice-principal for one or more days shall be paid the remuneration for such position in accordance with this Section for the full period of time he/she performs the duties of the position. A substitute teacher shall not perform the administrative function(s) of a principal or vice-principal.
- (b) In the absence of the principal, one of the responsibilities of a vice-principal shall be to perform the function of a principal. Vice-principals performing this function for four or more consecutive days shall receive the remuneration for the principal's position for the full period of time he/she performs the duties of the principal.
- (c) A vice-principal who performs the functions of the principal for more than five consecutive days shall be automatically designated as acting principal and the Employer shall designate an acting vice-principal in the same school.
- 9:04 (a) All appointments to administrative positions shall be for the period of one (1) school year. However, unless notice confirming termination of the administrative position is served prior to April 15, the administrative appointment shall continue for the following school year.
- (b) Prior to any notice of termination being served, the administrator shall be afforded the opportunity of meeting with the Superintendent and the Employer to discuss the reason (s) for the pending termination.
- (c) Where consideration is being given to terminating the administrative role of a teacher for cause or for unsatisfactory service, the Employer shall ensure that the teacher holding the administrative position is evaluated in accordance with Section 29 of this Agreement and is afforded the opportunity of discussing the contents of his/her Official Personal Record File with the Superintendent and the Employer.
- (d) A principal or vice-principal who is not continuing in an administrative role for the following school year, as a result of a reduction in the number of administrative positions within the school board, shall be eligible to apply for administrative positions pursuant to Section 26:04 in the two succeeding school years.
- 9:05 In the event that an administrator wishes to terminate his/her administrative responsibilities, the administrator shall provide notice in writing to the Employer no later than March 1 of the termination of his/her administrative appointment.
- 9:06 Notwithstanding 9:05 and 9:06, any appointment to an administrative position may be terminated by mutual consent of the administrator and the Employer involved.
- 9:07 For the purposes of this section, "serve" shall mean sent by registered mail or hand delivered on or before April 15.
- 9:08 It is agreed by the parties that at least one vice-principal shall be appointed for each school or administrative consolidation to which a principal is assigned.

SECTION 10 - METHOD OF PAYMENT

- 10:01 (a) Each teacher shall receive an annual salary in 26 payments, each of which shall be 1/26 of his/her annual salary. Notwithstanding the preceding, a teacher employed for less than a full school year shall have such payments prorated.
- (b) Notwithstanding 10:01(a), a teacher shall receive his/her deferred salary payments for the months of July and August on the last school day of the school year. Such deferred salary payments shall be deposited no later than June 30.

- 10:02 (a) Each teacher receiving an administrative allowance shall receive this allowance in 26 payments, each of which shall be 1/26 of the annual administrative allowance receivable. Notwithstanding the preceding, a teacher receiving an administrative allowance for less than a full school year shall have such payments prorated.
- (b) Notwithstanding 10:02(a), a teacher shall receive his/her deferred administrative allowance payment for the months of July and August on the last school day of the school year. Such deferred administrative allowance payments shall be deposited no later than June 30.
- 10:03 Each teacher employed on or before September 1 shall receive his/her initial payment prior to September 16 in any school year. In the event that a teacher is employed after the beginning of the school year, the teacher shall receive his/her initial payment within two pay periods of the date of the commencement of employment.
- 10:04 Each teacher shall provide sufficient banking information to his/her Employer to enable the Employer to directly deposit the salary payments of the teacher to an account with the financial institution designated by the teacher.

SECTION 11 - DEDUCTIONS

- 11:01 Each Employer shall deduct, from the salary payable to each teacher, the required amounts with respect to: Income Tax deductions, Employment Insurance premiums, Canada Pension Plan contributions, *Teachers' Superannuation Act* contributions, Teachers' Federation fees and P.E.I. Teachers' Federation Group Insurance Plan premiums.
- 11:02 The Teachers' Federation shall supply to the Employer a list of the names and school addresses of those teachers who have withdrawn their membership from the Teachers' Federation.
- 11:03 Each Employer shall remit to the Teachers' Federation the amounts deducted in respect to Teachers' Federation fees no later than the fifteenth day of the succeeding month. This remittance shall be accompanied by a list containing the teachers' names, gross salary, the pay period for which the fees were deducted, and the fees deducted from all teachers except those cited in 11:02.
- 11:04 Each Employer shall indicate the amount of Teachers' Federation fees deducted in a taxation year by having such information included on the T4 slips issued to teachers under the Income Tax Act of Canada.

SECTION 12 - EXPERIENCE RECOGNITION FOR SALARY INCREMENT PURPOSES

- 12:01 One (1) year of experience credit shall be granted for each year of verified full time full school year contractual service in a jurisdiction recognized by the Province of Prince Edward Island.
- 12:02 One hundred and eighty-five (185) school days or the term of the contract, if greater, shall constitute one (1) year of teaching experience credit when recognizing experience earned by part time or part school year contractual service in a jurisdiction recognized by the Province of Prince Edward Island or experience earned by verified teaching as a certified substitute teacher within Prince Edward Island. A maximum of one year's experience shall be recognized per school year.
- 12:03 (a) Teachers who are seeking experience recognition for salary increment purposes shall be responsible for applying for this recognition and for providing evidence satisfactory to the Registrar to verify experience. Following initial verification of experience by a teacher with the Employer, all subsequent experience recognition adjustments for service rendered to that Employer shall be made automatically by the Employer.

- (b) In instances where the teacher has claimed teaching service from jurisdictions other than Employers in Prince Edward Island and verification has not been received by the Department by October 31 in any school year, the service will not be credited to the teacher until the February 1 following with any resulting salary adjustment to apply from the fourteenth (14) pay period for full-time teachers and the corresponding pay period for teachers employed less than a full school year. Where verification has not been received by March 31 in any school year, the service will not be credited to the teacher until the following school year.
- 12:04 (a) Teachers who qualify as of August 31 for a year of experience credit shall receive credit for salary purposes only as of September 1 of the next school year.
- (b) Teachers who qualify for a year of experience credit during the period of September 1 to January 31 in any school year shall be entitled to a year of experience credit for salary purposes as of February 1. Any resulting salary increment shall accrue to the full-time teacher from the fourteenth (14) pay period and the corresponding pay period for teachers employed less than a full school year.

SECTION 13 - SERVICE GRATUITY

13:01 The Employer shall pay a teacher a service gratuity based on the following eligibility requirements:

The teacher has ten (10) or more years of continuous service immediately prior to employment termination, or has twenty (20) or more years of total service; and, meets one (1) of the following criteria:

- (a) The teacher terminates his/her permanent contract at age fifty-five (55) or more; or
- (b) The teacher terminates his/her permanent contract having thirty (30) or more years of service; or
- (c) The teacher's employment terminates because of disability, death, or his/her contract is terminated under Section 90 of the School Act.

13:02 (a) For the purpose of this sub-section, service shall mean service with an Employer in P.E.I.

(b) The service gratuity shall be based on four (4) days pay per year of service, including fractional years, for which the teacher was required to contribute to the Prince Edward Island Teachers' Superannuation Fund, not to exceed one hundred (100) days during the teacher's career. Leave of absence without pay is not to be used in the calculation of the service gratuity.

(c) The service gratuity shall be calculated according to the following formula:

$$\frac{\text{number of days accumulated under 13:02(b)}}{196} \times \text{salary grid figure plus any applicable administrative allowance in effect on date of termination}$$

- (d) Remuneration accruing to the teacher as a result of his/her holding an acting administrative position shall not be considered for the purposes of Subsection 13:02(c) .
- (e) The service gratuity is payable, upon application, in a lump sum within thirty (30) days of the date of contract termination or within ninety (90) days of contract termination where the termination is by reason of application of Section 90 of the School Act.
- (f) Notwithstanding Subsection 13:03(e), the teacher who is eligible to receive a service gratuity may elect not to receive the gratuity until January of the year

following his/her employment termination.

- 13:03 In the event of the death of a teacher the service gratuity shall be payable to the teacher's beneficiary, if named; otherwise to their estate.
- 13:04 A teacher claiming benefits under this section because of disability shall be required to produce evidence that the teacher has been granted a disability pension under the Teachers' Superannuation Act.
- 13:05 For the purpose of 13:01 leaves granted under this Agreement shall not constitute a break in service.
- 13:06 Subject to the approval of the Employer, teachers who are eligible to retire with a pension within five years, and who would otherwise be eligible for a service gratuity, may use their accrued service gratuity towards a maximum of five (5) paid pre-retirement leaves. Each leave shall be for a maximum of twenty (20) school days. Teachers must make advance application for approval of a pre-retirement leave. The granting of such leaves shall be at the discretion of the Employer and shall be subject to the ability of the Employer to provide for quality instruction in the absence of the teacher. Any leave accessed under this provision shall reduce the service gratuity ultimately paid to the teacher on a day for day basis.

In the event a teacher fails to qualify for service gratuity upon termination of employment, any monies paid under this section shall be reimbursed to the employer.

SECTION 14 - GROUP INSURANCE

- 14:01 The Employer shall contribute \$5.90 per Teachers' Federation member per month to the P.E.I. Teachers' Federation Group Insurance Trust Fund for the purpose of providing \$20,000 basic life insurance and \$20,000 accidental death and dismemberment insurance for each Teachers' Federation member. The premium reduction applicable to the Employer as a result of the Employment Insurance Act, shall be applied against the cost to the Employer of this subsection. In the event that the premium reduction under the Employment Insurance Act, becomes no longer applicable to the Employer, the cost of the insurance in this subsection shall be cost-shared with the teacher on a 50/50 basis.
- 14:02 The Employers shall participate in the payment of group life and accidental death and dismemberment insurance for teachers and their dependents by paying 50% of the applicable premium, as outlined in Appendix C, per teacher per month for each member of the Teachers' Federation who is a participant in the Teachers' Federation group life and accidental death and dismemberment insurance.
- 14:03 The Employers shall participate in the payment of group health insurance by paying 50% of the applicable premium, as outlined in Appendix C, of Medavie Blue Cross. Such payment shall be made on behalf of each member of the Teachers' Federation who is a participant in the Teachers' Federation group health insurance.
- 14:04 Each Employer shall remit to the authority named by the P.E.I. Teachers' Federation Group Insurance Trust the amounts contributed per month in respect to Sections 14:01, 14:02, 14:03 and 14:07 no later than the fifteenth (15) day of the succeeding month.
- 14:05 The P.E.I. Teachers' Federation Group Insurance Trust shall receive any surplus derived from the Teachers' Federation life insurance plans. Any deficit incurred by the plan is the sole responsibility of the P.E.I. Teachers' Federation Group Insurance Trust.
- 14:06 The Employers shall participate in the payment of group dental insurance by paying, per participant, 50% of the applicable premium as outlined in Appendix C, of Medavie Blue Cross Dental Plan Part 1A.

SECTION 15 - LIABILITY INSURANCE

- 15:01 Each Employer shall obtain and keep in force, at its expense, a liability policy which, to the extent of a minimum of five million (\$5,000,000.) dollars, shall protect each teacher from liability for acts of negligence arising out of the teacher's actions while on duty for the Employer, including, but not limited to:

- (a) bodily injury including alleged intentional bodily injury;
- (b) false arrest, detention or imprisonment;
- (c) discrimination (unless prohibited by law);
- (d) humiliation;
- (e) wrongful entry or eviction;
- (f) libel, slander, defamation of character;
- (g) cosmetology malpractice;
- (h) errors and omissions.

15:02 Such a policy as described in the foregoing paragraph shall, again as far as available in the insurance market, contain a clause making it, with respect to claims against teachers, a primary policy and all other policies affording similar protection shall be considered excess insurance.

SECTION 16 - TRAVEL AND ACCOMMODATION

- 16:01 (a) Subject to Section 16:03, each teacher shall be responsible for providing transportation between his/her place of residence and his/her base school on school days.
- (b) In the event that a teacher is required to travel from his/her residence, in the performance of Employer approved duties or Employer approved and/or sponsored curricular or extra-curricular activities, on a day other than a school day, the teacher shall be paid a travel allowance according to 16:02 (b).
- (c) Notwithstanding (a) and (b) of this subsection; a teacher who is seconded to work days which are not school days shall:
1. be responsible for providing transportation from the teacher's place of residence to the teacher's place of work on days the offices of the seconding body are open for business; and,
 2. be paid a travel allowance according to 16:02 (b) from the teacher's residence to the place of work when the teacher is carrying out approved activities on days the seconding body is not open for business.
- 16:02 (a) The use of a teacher's private motor vehicle on Department or committee business, or in the performance of Employer approved duties or Employer sponsored curricular or extra-curricular activities shall be voluntary. A teacher who uses their motor vehicle for such purposes shall carry a minimum of \$1,000,000 (one million dollars) third party liability insurance.
- (b) 1. A teacher using his/her own motor vehicle on Department committee business, or in the performance of Employer approved duties or of Employer approved and/or sponsored curricular or extra-curricular activities, which occur away from his/her base school, shall be paid a travel allowance in accordance with the rates established from time to time by the Provincial Government.
2. Travel allowance shall not be paid as a result of activities resulting from the implementation of Section 21:01(a) of this Agreement.
- 16:03 (a) Providing there is no change in location of residence, a teacher who is transferred to a different school during the course of the school year, shall be paid travel allowance in the school year of the transfer as provided in Section 16:02; total travel to be determined using the following formula:
- Two (2) times (distance between residence and new school MINUS distance between residence and original school).

- (b) A teacher who serves in one (1) school only within an administrative consolidation shall have that school established as a base school for purposes of travel allowance.
- 16:04 A teacher who serves more than one (1) school shall be paid travel allowance as provided in Section 16:02 for travel between schools during the day. The travel allowance will be calculated on the basis of required distance actually travelled. No travel allowance is payable in a situation where the teacher has applied for an appointment to two separate part time positions.
 - 16:05 A teacher who is on Department committee business or Employer approved business or Employer approved and/or sponsored curricular or extra-curricular activities will be paid a meal allowance according to the rates established from time to time by the Provincial Government.

In-province dinner shall be payable only in those circumstances where the teacher is required to be away from their residence on Employer or Department business the previous night.
 - 16:06 When a teacher is required by the Department or the Employer to be away overnight from his/her regular place of residence by reason of Department committee business, Employer business or Employer sponsored curricular or extra-curricular activities, he/she will be paid an accommodation allowance for their hotel room at actual cost, with a receipt for same to accompany the teacher's claim.
 - 16:07 All expense claims shall be submitted within thirty (30) days of the end of the month in which the expense was incurred. Claim forms shall be made available to the teacher (s) having a claim under this section and, where administratively possible, all payments due under this section shall be made no later than fifteen (15) days after the date of claim. This time period may be altered by mutual consent.
 - 16:08 In instances where transportation, meals or accommodations are provided by the Department, the Employer, or any other sponsoring agency, a teacher may not claim under this section.

SECTION 17 - SICK LEAVE

- 17:01 Sick leave means that period of time a teacher is permitted to be absent from work with full pay by virtue of being sick, injured or disabled.
- 17:02 A teacher shall be granted his/her salary for periods of absence due to sickness or injury as follows:
 - (a) For a period or periods of time not exceeding fifteen (15) school days in any school year where the teacher is engaged to teach at the beginning of the school year and pro rata for any part of employment during the year. In all cases, a teacher will receive credit for the appropriate number of sick leave days at the beginning of his/her employment.
 - (b)
 1. In addition to the provisions of subsection (a) any teacher, who has utilized all current sick leave and all accumulated sick leave, if any, shall be entitled to an advance of a further fifteen (15) days of sick leave upon written request to the Employer by the teacher.
 2. The number of advance sick leave days which a teacher may owe to an Employer shall not exceed fifteen (15) days.
 3. The provisions of 17:02 (b) (1) and (2) apply only to a teacher who holds a probationary contract and has at least one year of service with the Employer or to a teacher who holds a permanent contract with the Employer.
 - (c)
 1. In the cases where a teacher has used the advance of sick leave and has returned to employment, the teacher shall repay the Employer for the advanced sick leave by having deducted from his/her sick leave bank, at the end of each year, the unused amount of sick leave for that year. Such deduction shall be made until the advanced sick leave is repaid.

2. In cases where a teacher has used the advanced sick leave and not returned to employment, the teacher shall repay the Employer for the unearned portion of the sick leave.
- (d) The unused portion of sick leave may be carried forward on a cumulative basis until a maximum of one hundred and ninety-nine (199) days is reached.
 - (e) In the event of the death of a teacher, the teacher's estate shall receive payment for those sick leave days for which the teacher was eligible and used, if payment had not already been made.
 - (f) For the purpose of this section, the Employer shall recognize alcohol/drug addiction, mental illness, and pregnancy related illness as sickness.
 - (g) The provisions of Section 17 shall be integrated with the wage benefits available to a teacher under the Workers Compensation Act in accordance with the following:
 1. All teachers shall be covered by the *Workers Compensation Act*. A teacher prevented from performing his/her regular duties with the Employer as a result of an accident, that is covered by the *Workers Compensation Act*, which occurred while performing work for the Employer, shall receive injury on duty leave without pay for the period of the school year the teacher is receiving temporary earnings loss benefits pursuant to the *Workers Compensation Act*. A teacher shall not be eligible for sick leave for an accident that is covered by the *Workers Compensation Act*.
 2. At the request of the teacher, the Employer shall continue the teacher on salary during the interim period between the time the teacher commences injury on duty leave and the time their claim is approved by the Workers Compensation Board. All monies paid during this interim period, less any benefits payable under paragraphs 4 and 5, shall be repaid by the teacher upon receipt of the first payment from the Workers Compensation Board. In the event the claim is not approved, the salary paid to the teacher during the interim period shall be charged to the teacher's sick leave bank, if applicable, or repaid by the teacher.
 3. A teacher on injury on duty leave during the course of the school year shall be entitled to his/her full salary for the summer break as if he/she had been working during the period of injury on duty leave. A teacher shall have 1/260th of the teacher's annual income deducted from the teacher's bi-weekly pay for each weekday absent during the course of the school year as a result of injury on duty leave. Any monies paid on account of deferred salary during the summer break shall be treated as earnings from employment, and the teacher shall not be eligible to collect workers compensation benefits on account of that period. This subsection does not apply to a teacher employed under a term contract.
 4. Notwithstanding paragraph 1., in the event the earnings of a teacher, at the time of a claim under the *Workers Compensation Act*, exceed the maximum annual earnings established by regulation, the Employer shall during injury on duty leave continue to pay the employee an amount equal to 80% (85% after thirty-nine (39) weeks) of net income on a bi-weekly basis on that portion of salary which is in excess of the maximum earnings recognized by the Workers Compensation Board. The calculation of the net pay entitlement shall be made in the same manner as the calculation made by the Workers Compensation Board. With respect to a teacher employed under a term contract, the provisions of this subsection do not apply beyond the termination date of the term contract.

5. When a teacher is on injury on duty leave for a period of ten (10) working days or more, the Employer will pay, during the period while the teacher is receiving temporary earnings loss benefits pursuant to the *Workers Compensation Act*, the full costs of the teacher's premiums where the teacher prior to his/her injury participated in Group Life, Group Medical Insurance and Group Dental Plans described in Section 14 and will make the teacher's pension contributions. With respect to a teacher employed under a term contract, the provisions of this subsection do not apply beyond the termination date of the term contract.
 6. Benefits paid in accordance with paragraphs 4 and 5 shall not result in the teacher having a greater net income than their actual biweekly net income from teaching.
 7. The absence of an employee who is receiving compensation benefits under the *Workers Compensation Act* shall not be charged against the employee's sick leave credits.
 8. A teacher who has filed a claim under the *Workers Compensation Act* shall be granted sick leave during any required statutory waiting period. In the event the teacher receives compensation from the *Workers Compensation Board* for the waiting period, the teacher shall repay the Employer for the sick leave utilized during the waiting period, and any sick leave granted will be re-credited to the teacher's sick leave bank.
 9. Engaging in other employment while receiving this benefit will disqualify the teacher from this benefit. The Employer may require at any time during the period of leave under this sub-section, examination by a medical doctor.
 10. During the period of injury on duty leave, service and sick leave will continue to be accumulated and calculated on the same basis as if the employee had been at work, provided the teacher remains under contract with the Employer.
- 17:03 (a) A teacher injured while in the performance of duties for an employer other than the Employer shall:
1. not be granted sick leave by the Employer where the other employer does provide *Workers Compensation* coverage;
 2. be granted sick leave by the Employer where the other employer does not provide *Workers Compensation* coverage.
- 17:04 (a) For periods of sickness exceeding five (5) consecutive days, a certificate signed by a physician shall be required by the Employer. The Employer may, at its discretion, waive the requirement for a medical certificate.
- (b) In cases of an established pattern of sickness, the Employer may require a medical certificate for any period of sickness.
- 17:05 (a) The amount of unused sick leave which a teacher may have accumulated on the date of termination of a teacher's contract shall be suspended and no portion thereof shall be considered for pay purposes. However, upon entering into a new contract with an Employer within the province within 60 months of termination of the prior contract, all accumulated leave shall be reinstated.
- (b) Notwithstanding Section 17:05(a) above, sick leave shall be granted if the Employer agrees to terminate a teacher contract on the recommendation of a medical authority.
- 17:06 (a) The Employer shall keep a record of the sick days used in a current school year by each teacher.
- (b) The Employer shall, no later than September 30 in the relevant school year, indicate to each teacher who was in its employ at the beginning of the school year the number of sick leave days accumulated to June 30 in the previous school year.

- (c) Any teacher who enters the employ of the Employer after the beginning of the school year shall, upon written request to the Employer, have his/her accumulated sick leave indicated to him/her within one month of the request.
- 17:07 A teacher's entitlement to receive credit for accumulated sick leave shall be transferable between the Department and the Employers.
- 17:08 Notwithstanding other provisions of this section, a teacher who is seconded shall be eligible to use days of sick leave on days the teacher has been seconded to work and which are not school days.
- 17:09 A teacher may, after utilizing all benefits under this section, request a leave under Subsection 20:05 or Section 22 of this agreement, whichever is applicable.
- 17:10 A teacher may request leave under this section for medically related appointments.

SECTION 18 - MATERNITY/ADOPTION LEAVE

- 18:01 A teacher who:
 - (a) becomes the natural parent of a child; or
 - (b) adopts or obtains legal guardianship of a child under the law of the Province; and
 - (c) submits to the Employer an application for maternity, parental or adoption leave at least four weeks in advance and in the case of adoption, upon being notified of the placement, shall be granted such leave without pay for a period of up to one (1) year or shall have the option to resign their position.
- 18:02 The parties agree that Supplements to Employment Insurance (EI) Maternity or Parental Benefits will be provided to permanent teachers, probationary teachers and teachers employed under a fixed term contract for a full school year who commence maternity, adoption or parental leave on or after the signing date of this agreement. The Supplements to EI will be provided as follows:
 - (a) A teacher who provides the Employer with proof that she/he has applied for and is eligible to receive either maternity benefits or parental benefits under the provisions of the *Employment Insurance Act* shall be paid an allowance for fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the teacher is eligible to receive and seventy-five percent (75%) of her/his weekly rate of pay, less any other earnings received by the teacher during the benefit period which may result in a decrease in the EI benefits to which the teacher would have been eligible if no other earnings had been received during the period.
 - (b) If both parents are employees, the maximum entitlement period to either one or both parents shall not exceed fifteen (15) weeks.
 - (c) A teacher mentioned in (a), who is accessing maternity, parental or adoption leave, who is subject to a waiting period of two (2) weeks before receiving EI benefits, shall receive an allowance equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the teacher during the waiting period.
 - (d) The weekly rate of pay for a part-time teacher will be the average weekly salary earned in the twenty (20) week period prior to commencement of the EI claim.
 - (e) Where a teacher becomes eligible for a salary increment or pay increase during the benefit period, payments under the Supplements to EI will be increased accordingly.
 - (f) In the event a teacher is eligible for top up pursuant to (a) during the period between the end of one school year and the commencement of the next school year, the 15 weeks top up allowance, or remaining portion thereof, shall be deferred to the beginning of the next school year.

- 18:03 The Employer and the teacher may enter into a mutual agreement concerning the duration of the maternity leave; however, in the event that mutual consent cannot be reached, maternity leave shall commence six (6) weeks prior to the date of confinement or earlier upon production of a medical certificate stating when confinement will probably occur and that in the opinion of the medical doctor the teacher should no longer be working.
- 18:04 (a) Subject to 18:04 (b), the teacher shall, upon completion of the period of leave, return to the same position he/she held prior to the commencement of the leave unless his/her contract has been terminated in accordance with the School Act.
- (b) In the event that the period of leave extends beyond the school year in which the leave is granted and subject to 26:02 (a), the teacher shall be returned to a position in the school in which the teacher taught prior to the leave, except in those instances where the teacher and the Employer mutually agree to an alternate assignment.
- 18:05 Maternity, parental, or adoption leave, to a maximum of 52 weeks per leave, shall be accepted by the Department as a substitute for actual teaching experience for salary increment purposes.
- 18:06 When, within a school where a pregnant teacher teaches, there is a health hazard which, in the opinion of the teacher's physician, constitutes a danger to the fetus the Employer will find a reasonable alternate assignment for the teacher. This assignment shall end when, in the opinion of the teacher's physician, there no longer exists any danger or when the maternity leave of the teacher commences.
- 18:07 Where continued coverage is provided under group insurance plans, a teacher who has been granted leave of absence without pay under this section shall continue to be eligible for cost-sharing of all group insurance premiums. Where a teacher elects to continue insurance coverage, the teacher's share of the premiums will be paid in one of the following options at the discretion of the teacher:
1. Before going on leave by providing the insurance administrator (Johnson Inc.) with a series of monthly post-dated cheques to cover the period of the leave; or
 2. Upon returning to work, in equal bi-weekly installments over a period not to exceed eight (8) pay periods.
- In all cases, the teacher must indicate his/her preferred method of payment before going on leave.
- In the event the teacher terminates employment, back premiums will be deducted from any monies due to the teacher.
- Teachers will be responsible, during the period of the leave, for payment of the aspects of group insurance that are not cost-shared.

SECTION 19 - SECONDMENT

- 19:01 (a) Agreements to second a teacher from an Employer to the Department shall be entered into on a voluntary basis by the teacher.
- (b) Openings for positions at the Department which are to be filled by secondment shall be advertised in the schools of the province during the school year. Positions which become available and which are to be filled during the months of July or August shall be publicly advertised.
- (c) Advertisements as provided in this section shall contain:
1. A concise description of the particular characteristics of the position and the benefits connected with it;
 2. A listing of the criteria of eligibility and the requirements of the position.

- 19:02 (a) A teacher who is seconded to the Department of Education shall have all the rights and benefits extended to teachers under this agreement except the work year. The work year shall be in accordance with the secondment agreement, including such matters as hours of work, vacation and statutory holidays.
- (b) Teachers seconded to an employer other than the Department shall have the option of continuing participation in the group insurance and pension plan on a cost shared basis. Otherwise, the terms and conditions of employment shall be in accordance with the terms of the secondment agreement.
- 19:03 During the period of the secondment the body to which the teacher has been seconded shall determine the work assignment of the teacher.
- 19:04 A teacher who is seconded for a period exceeding three years shall be returned, following the expiration of the period of secondment, to a similar position with the Employer. In the event that a similar position is not available, the Employer shall pay the teacher at the level of the similar position for a one (1) year period following the teacher's return and the teacher shall be assigned to another position.
- 19:05 Agreements to second a teacher from an Employer to the Department shall be entered into only with a teacher who has a permanent contract with the Employer.
- 19:06 In the event the teacher is seconded to a position which has an administrative responsibility designation not held by the teacher immediately prior to the secondment, the seconded teacher shall be paid the appropriate administrative allowance in accordance with the provisions of this Agreement.
- 19:07 Only secondments implemented in accordance with the provisions of this section shall be considered as a secondment under this Agreement.

SECTION 20 - SPECIAL LEAVE

- 20:01 (a) A teacher shall be granted five (5) regularly scheduled consecutive school days leave, provided the days are taken within seven (7) days of the death, without loss of pay and benefits in the case of the death of the following members of his/her immediate family:
- parent or step-parent (parent includes a natural parent, guardian, foster parent and any person(s) standing in loco parentis);
 - spouse; or,
 - child.
- (b) A teacher shall be granted three (3) regularly scheduled consecutive school days leave, provided the days are taken within seven (7) days of the death, without loss of pay and benefits in the case of the death of the following members of his/her immediate family:
- brother, sister, step-brother, step-sister, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or any relative permanently residing with the teacher.
- (c) A teacher shall be granted bereavement leave with pay for one (1) day to attend the funeral of an aunt, uncle, niece or nephew.
- (d) Where there are exceptional circumstances, or where a funeral or memorial/burial service is to take place in a distant area and travel time is required, a further extension not exceeding two (2) school days with pay may be granted on request by the teacher. This is limited to leaves under sections paragraphs (a) and (b)
- 20:02 Up to one (1) day of leave with pay shall be granted to a teacher to attend a funeral as a pallbearer (including honorary pallbearer). This leave shall not be in addition to any leave under 20:01 where the teacher is a pallbearer of any relative listed under 20:01.

- 20:03 (a) A teacher may be granted up to two (2) days leave per year, with pay, for special reasons; eligibility for leave is left to the discretion of the Employer. In any event, such paid leave shall not be granted to extend a vacation or holiday period.
- (b) Independent of 20:03 (a), a teacher shall be granted one (1) day of leave per year, with pay, for personal reasons; eligibility for this leave is left to the discretion of the teacher. Such paid leave shall not be granted to extend a vacation or holiday period. Access to this leave shall be subject to operational requirements.
- (c) A teacher who has applied for leave under 20:03(a) will make known orally or in writing, at the teacher's discretion, to the Superintendent or principal the reason(s) for such leave.
- 20:04 (a) Where the teacher has to provide for the needs of a member of his/her immediate family, during illness or confinement, the employee shall notify his/her immediate supervisor. Leave under this section requires the approval of the principal or superintendent. A maximum of seven (7) days paid leave per teacher per year is available under this section.
- (b) For the purpose of this subsection, immediate family means the teacher's parent, spouse, dependant child, or other relative who permanently resides with the teacher.
- 20:05 Under special circumstances, a teacher may request days of paid or unpaid leave under this section and such days may be granted at the discretion of the Employer.
- 20:06 Where an Act of Canada, an Act of Prince Edward Island or a regulation thereunder (e.g. jury duty) requires the teacher to be absent from school, the Employer agrees that no reduction in his/her salary will be made for the period of absence so required. Where the teacher's absence results from being charged with an offence, and the teacher is found guilty, the absence shall be treated as an unpaid leave.
- 20:07 Leaves under this section shall not be unreasonably requested by the teacher or unreasonably withheld by the Employer.

SECTION 21 - PROFESSIONAL LEAVE

- 21:01 (a) The Employer shall grant three (3) days per year to each teacher to attend professional workshops or conventions arranged by or under the auspices of the Teachers' Federation. In addition, two (2) days per year shall be granted for professional workshops arranged jointly by the Teachers' Federation, the Department of Education and Employers.
- (b) The financing, the planning, the implementation and the evaluation of these programs for the two (2) additional days granted under 21:01 (a) shall be shared equally by the parties involved.
- 21:02 With the exception of the Teachers' Federation Annual Convention and the Area Association Day, in lieu of participation in the educational activities described in 21:01 (a) a teacher may utilize the time allotted for the activity to engage in personal professional development. Permission to engage in a personal professional development activity in lieu of an activity planned under Subsection 21:01 (a) and (b) may be granted by the Employer provided the teacher submits a written application to the superintendent at least fifteen (15) days prior to the date of the activity planned under Subsection 21:01. The written application shall contain a full description of the personal professional development activity planned and an indication of proposed follow-up activity. A copy of the application form for Alternative Professional Development Activities is contained in Appendix D.
- 21:03 (a) In addition to Sections 21:01 and 21:02, the Employer may grant professional leave to attend meetings or participate in activities of the Employer and Department or other meetings or activities furthering the cause of education.

- (b) The Employer shall grant to a teacher one day of leave with pay to attend a pre-retirement seminar organized by the PEI Teachers' Federation, provided the seminar occurs on a non-instructional day. A teacher may avail of this day under this article only once in his/her career.
- 21:04
- (a) No teacher shall experience loss in salary or other benefits due to absence from school under this section provided the teacher complies with the provisions of Sections 21:01, 21:02 and 21:03.
 - (b) In the event that a teacher does not comply with the provisions of Sections 21:01, 21:02 and 21:03 and has not received or will not receive authorization from the Employer to be absent, such teacher shall be liable for loss of salary for the said day(s).
 - (c) All teachers shall complete a verification of attendance form as prescribed in Appendix E following the completion of the educational activities described in Subsections 21:01 and 21:02.
- 21:05
- (a) Any teacher who is elected to the full-time position of President of the Teachers' Federation shall be granted professional leave for the period such teacher holds the position.
 - (b) Any teacher who receives Professional Leave for the purpose of carrying out the duties of the President of the Teachers' Federation shall not be included in the pupil/teacher ratio of the Employer from which he/she receives the leave.
 - (c) A teacher who is granted leave under this subsection shall be guaranteed a similar position in the same school from which he/she took the leave or a mutually agreed upon position.
 - (d)
 1. It is recognized by the parties that the salary and fringe benefits for the teacher receiving professional leave under this sub-section shall be paid to the teacher by the Teachers' Federation
 2. It is further recognized that a teacher shall not lose any benefits of employment that would have accrued to the teacher had the teacher not received this professional leave. Specifically:
 - i. For the purposes of the provisions of the Teachers' Superannuation Act, the teacher granted leave under this sub-section shall be considered an employee of the Teachers' Federation.
 - ii. The teacher granted leave under this sub-section shall be eligible to transfer for each year of leave up to fifteen (15) days of unused current sick leave to the teacher's accumulated sick leave days held by the Employer.
 - iii. The teacher granted leave under this sub-section shall receive experience recognition for the duration of the leave for all purposes for which experience is recognized under this agreement, the School Act and Regulations, and policies and regulations of Employers.
 - (e) Where possible, any teacher seeking the presidency of the Teachers' Federation shall inform his/her Employer of his/her intentions on or before April 15 of the school year prior to the year for which the leave is requested.
 - (f) A teacher who holds the position of President of the Teachers' Federation shall, where possible, notify his/her Employer by February 1 of the relevant year regarding his/her intention to return to the Employer in September of the same year.

SECTION 22 - LEAVE OF ABSENCE

- 22:01 The Employer may, upon such terms as it deems advisable, grant a leave of absence with or without pay to a teacher who makes application for such leave. Each leave may be for a minimum of one semester to a maximum of two (2) years. Leaves of a duration of less than one semester are to be applied for under Subsection 20:05.

- 22:02 A teacher requesting a leave of absence of one (1) or more years should, if possible, apply in writing by February 1 in any school year to that Employer for the leave of absence.
- 22:03 Subject to 26:02 (a), a teacher granted a leave of absence shall receive a written guarantee from the Employer that the teacher will be returned to a position in the school in which the teacher taught prior to the leave, except in those instances where the teacher and the Employer mutually agree to an alternate assignment. A teacher who is granted successive leaves of absence in excess of two years shall be guaranteed a similar position with the Employer.
- 22:04 A teacher granted a leave under this section who, at the time of application, holds a probationary contract shall be given a probationary contract upon his/her return. A teacher holding a permanent contract or a teacher holding a probationary contract who has completed the probationary period in accordance with Section 83 (3) of the School Act prior to the leave shall be given a permanent contract when he/she returns.
- 22:05 A leave of absence to undertake an approved course of study will be accepted by the Department as a substitute for an actual teaching year for salary increment purposes. Maximum recognition of such leaves of absence for salary increment purposes shall be one (1) year.
- 22:06 A teacher who is awarded a leave of absence for a full school year shall notify his/her Employer by February 1 of the relevant year regarding his/her intention to return to the Employer in September of the same year.
- 22:07 Awarding of leaves of absence shall be at the discretion of the Employer.

SECTION 23 - DEFERRED SALARY LEAVE PLAN

23:01 Description

- (a) The Deferred Salary Leave Plan shall afford a teacher the opportunity of taking a leave of absence and, through deferral of salary, finance the leave.
- (b) An Employer and the teacher may enter into any variation of this plan permitted under the Income Tax Act of Canada by mutual consent of the two parties. The teacher may take the leave over one (1) school year or by taking two one-half ($\frac{1}{2}$) year leaves over two school years. In the event the provisions of this section conflict with the Income Tax Act of Canada, the provisions of the Act shall prevail.

23:02 Eligibility

Any teacher having a permanent contract with an Employer is eligible to participate in the Plan.

23:03 Application and Approval

- (a) 1. A teacher shall make written application to his/her superintendent on or before January 31st of the school year prior to the school year in which the deferment is to commence, requesting permission to participate in the Plan.
2. Notwithstanding 23:03(a)1, an Employer may waive the deadline of January 31st under special circumstances.
- (b) Written acceptance, or denial, of the teacher's request, with explanation, shall be forwarded to the teacher by April 30th in the school year the original request is made.
- (c) Approval of individual requests to participate in the Plan shall rest solely with the Employer.
- (d) A teacher who has been on a Sabbatical Leave must fulfil the requirements of that leave prior to being granted a Deferred Salary Leave.
- (e) All teachers wishing to participate in the Plan shall be required to sign a contract before final approval for participation shall be granted.

23:04 Salary Deferral

- (a) In each year of participation in the Plan preceding the period of leave, a teacher shall be paid a reduced percentage of both the regular grid salary and any applicable allowances. The remaining percentage shall be deferred, and this accumulated amount plus interest earned shall be paid to the teacher during the period of leave.
- (b) During the period of the leave, the Employer shall pay to the teacher the total of the deferred income plus all accrued interest in installments conforming to the regular pay periods as set forth in Section 10 of this Agreement or in one (1) or two (2) lump sums if requested by the teacher prior to the commencement of the leave.

23:05 Benefits

- (a) A teacher's benefits shall be maintained by the Employer during the leave of absence. Any benefits tied to salary shall be structured according to actual salary paid.
- (b) Sick leave credits shall not accumulate during the period of leave.
- (c)
 - 1. The teacher shall have the option to have superannuation deducted on either the reduced percentage of salary received, or the full salary earned, in each year of participation in the Plan preceding the period of leave.
 - 2. During the period of leave, the teacher shall have the option to have no superannuation deducted or to have superannuation deducted on the deferred salary plus interest earned, or on the salary the teacher would have received had he/she not entered the Plan or gone on leave.
 - 3. Payments of such contributions shall be made in accordance with the provisions of the Teachers' Superannuation Act.

23:06 Withdrawal from the Plan

- (a) A teacher may withdraw from the Plan any time prior to April 15th of the calendar year prior to the period in which the leave is to be taken. Upon withdrawal, all the deferred salary plus accumulated interest shall be paid to the teacher within sixty (60) days of notification of withdrawal from the Plan.
- (b) In the event that a suitable replacement cannot be obtained for a teacher who has been granted leave, the Employer may defer the period of leave. In this instance, a teacher may choose to remain in the Plan or he/she may withdraw and receive all the deferred salary plus accumulated interest to the date of withdrawal. Repayment shall be made within sixty (60) days of the date of withdrawal from the Plan.
- (c) Should a teacher die while participating in the Plan, all the deferred salary plus accumulated interest at the time of death shall be paid to the teacher's estate.
- (d) A teacher who has had his/her contract terminated under the School Act shall be required to withdraw and shall be paid all deferred salary plus accumulated interest to the date of withdrawal. Repayment shall be made within sixty (60) days of the date of withdrawal from the Plan.

23:07 Deferral of Leave

If the period of leave is deferred past the intended date of commencement, all deferred salary plus accumulated interest shall continue to accumulate interest until the leave of absence is granted.

23:08 Return from Leave

- (a) Subject to 26:02 (a), the teacher shall be returned to a position in the school in which the teacher taught prior to the leave, except in those instances where the

teacher and the Employer mutually agree to an alternate assignment.

- (b) A teacher participating in the Plan shall be eligible upon return to duty, for any increase in salary and benefit that would have been received had the leave of absence not been taken.

SECTION 24 - TEACHER EXCHANGE

- 24:01 (a) Employers may enter into an agreement to exchange teachers for the period of one (1) school year.
- (b) Such teacher exchange shall occur only by mutual consent of the teachers and the Employers involved.
- (c) Any teacher who is involved in a teacher exchange program shall be considered an employee of the Employer with which he/she was teaching immediately prior to the exchange and such exchange shall not constitute a break in service with the Employer.
- (d) Subject to 26:02 (a), a teacher involved in a teacher exchange program shall receive a written guarantee from the Employer that the teacher will be returned, following the expiration of the period of the exchange, to a position in the school in which the teacher taught prior to the exchange, except in those instances where the teacher and the Employer mutually agree to an alternate assignment.
- 24:02 (a) An Employer and a teacher may enter into an agreement whereby a teacher exchanges his/her teaching position in a school with a teacher from another school operated by the Employer. A teacher holding an administrative position may exchange that position only with a teacher holding an equivalent position in another school.
- (b) An intra-Employer exchange shall be for no more than a period of one (1) school year.
- (c) Subject to 26:02 (a), a teacher involved in an intra-Employer exchange shall receive a written guarantee from the Employer that the teacher will be returned, following the expiration of the period of the exchange, to a position in the school in which the teacher taught prior to the exchange, except in those instances where the teacher and the Employer mutually agree to an alternate assignment.
- 24:03 An exchange pursuant to 24:01 or 24:02 may be made permanent with the mutual agreement of the Employer(s) and the exchanging teachers.

SECTION 25 - PUBLIC OFFICE

- 25:01 For the purpose of this section, "formal candidates" shall mean those persons who have filed nomination papers under the Federal or Provincial Election Act.
- 25:02 A teacher who is a formal candidate for public office shall be granted a leave of absence without pay to campaign for such office.
- 25:03 The commencement, duration and termination date of the leave of absence without pay shall be determined by mutual agreement between the teacher and the Employer.
- 25:04 In the event that mutual agreement cannot be reached, leave without pay shall commence no later than three (3) weeks prior to the date of a provincial election and six (6) weeks prior to the date of a federal election and shall terminate the day following the election.
- 25:05 In the event that a teacher is:
 - (a) Elected to a municipal office within the province, the teacher shall be entitled to a leave of absence for their term of office, but shall not be required to take a leave;
 - (b) Elected to the Legislative Assembly of Prince Edward Island, the teacher shall be required to take a leave of absence without pay to attend the Legislative

Sessions. The conditions of such leave shall be determined by the Employer after consultation with the teacher involved; or

- (c) Elected to the House of Commons of Canada or appointed to the Provincial Cabinet, the teacher shall be required to take a leave of absence without pay during their term of office.

25:06 The maximum leave or consecutive leaves to be granted to a teacher for the purpose of holding public office is eight (8) consecutive years or two consecutive full terms of office, whichever is longer. A teacher on leave for a period in excess of the maximum shall be deemed to have resigned.

25:07 A teacher returning from leave for public office shall be assigned a position as follows:

- (a)
 1. Following the leave, where the leave was for a period of two years or less the teacher shall be assigned to a position in the school in which the teacher taught prior to the leave;
 2. Where the leave was for a period of greater than two years to a maximum of one full term of office, the teacher shall be assigned, to a similar position to that which the teacher held immediately prior to the leave; or
 3. Where the leave was for a period in excess of one full term of office, the teacher shall be assigned to a position for which they are qualified. Where feasible to do so, the position shall be no more than 40 kilometres from the school in which the teacher was teaching prior to the leave except with the mutual consent of the teacher and the Employer.
- (b)
 1. In the event that the period of leave granted under 25:05 (a) or (c) terminates during the school year, the Minister agrees to enable the relevant Employer to employ the teacher outside of the pupil-teacher ratio for the remainder of that school year; or
 2. In the event that such termination occurs during the months of May or June, the Minister agrees to enable the relevant Employer to employ the teacher outside of the pupil-teacher ratio for the remainder of that school year and for the next school year.
 3. In the event that the teacher returns from a leave of one full term of office or less and is employed as extra-ratio as outlined in 25:07 (b), the teacher shall receive at least the equivalent remuneration of the position held prior to the leave and, where administratively possible, be placed in a position of at least equivalent responsibility as the position held prior to the leave for the period during which the teacher is extra-ratio as outlined in 25:07 (b).

25:08 A teacher granted a leave under this section who, at the time of application, holds a probationary contract shall be given a probationary contract when the teacher is rehired upon his/her return. A teacher holding a permanent contract or a teacher holding a probationary contract who has completed the probationary period in accordance with Section 83 (3) of the School Act prior to the leave shall be given a permanent contract when he/she returns.

SECTION 26 - TEACHER TRANSFER

For the purpose of this section, transfer means a change in position from one school to another within an Employer after first having been employed by the Employer.

School buildings within administrative consolidations shall be considered as individual schools for purposes of this section.

26:01 A teacher who is under contract with an Employer may be transferred or request a transfer to a different school. Any transfer under this subsection shall be by mutual consent of the Employer and teacher, and after consultation among the superintendent and principals involved.

26:02 (a) Notwithstanding 26:01, a teacher under contract with an Employer may be transferred to a different school if:

1. The number of teaching positions allocated to the school is reduced;
 2. The school is permanently closed; or
 3. A change in curriculum makes the position non-existent.
- (b) If a transfer is to occur under this subsection, the teacher involved shall be advised by registered letter from the Employer at least one (1) month in advance of the date of the transfer and, wherever possible, no later than October 31 of the relevant school year. To the extent that it is possible, the position to which the teacher is being transferred shall be similar to the position which the teacher is leaving. If a transfer is to occur under this subsection, the teacher involved shall have the right to take a leave of absence which shall not exceed one year in duration or resign without prejudice within twenty (20) days of the receipt of notice of transfer.
- 26:03 (a) A teacher may initiate a request to transfer to any position posted in accordance with Subsection 32:02 of this Agreement.
- (b) The decision of the Employer with respect to the request initiated under Subsection 26:03 (a) shall be based upon the qualifications, ability and suitability to fill the requirements of the position to which the teacher has requested to transfer. In the event the qualifications, ability and suitability of two or more teachers are determined by the Employer to be equal, the teacher with the greatest amount of service with the Employer shall be granted the transfer.
- 26:04 A teacher who holds an administrative position may be transferred only to another administrative position which has the same designation and if the teacher meets the minimum qualifications established for the position. Such transfers shall be made under the provisions of this section. For the purpose of this section, the designation of principals and vice-principals are considered the same.

SECTION 27 - ASSIGNMENT

For the purpose of this section, assignment means the actual teaching load of the teacher and the level(s) at which the teacher is to teach.

- 27:01 In the event that a teacher serves more than one school, the Employer shall designate a base school for such teacher.
- 27:02 (a) Subject to Section 32:02 (c) , whenever possible, a teacher shall be assigned to the level and area of teaching of his/her preference. In determining whether a particular assignment is possible, the Employer shall consider what is in the best overall interest of the school. Such consideration shall include the following factors:
- * the qualifications, ability and suitability of a teacher for a particular assignment;
 - * the needs of students throughout the school;
 - * the needs of individual teachers;
 - * the need to provide quality instruction;
 - * the knowledge of a teacher of the curriculum to be taught in a particular assignment; and
 - * the impact any change may have on program and service delivery.
- (b) When two or more teachers requesting the same assignment within a school are determined by the Employer to be equal in their impact on the overall interests of the school in accordance with Subsection 27:02 (a), the teacher with the greatest service with an Employer in Prince Edward Island or the Department will be granted his/her request.
- (c) Subject to any express provisions to the contrary, a teacher returning from a leave, teacher exchange or secondment shall have no advantage or disadvantage in their assignment as a consequence of having been on leave or secondment.

- (d) Changes in assignment shall not be used in place of the teacher evaluation process.
- 27:03 (a) Before June 30 in the relevant school year, the Employer shall determine the assignments of teachers for the following school year. Upon determination of such assignments, new teachers or teachers whose assignments are to change shall be advised in writing. The principal shall forward a list of the assignments of all teachers under the principal's supervision to the Superintendent of Education no later than June 30 each school year.
- (b) In the event that unforeseen circumstances cause an Employer to change the assignment of a teacher after June 30, the Employer shall contact the teacher at the earliest possible opportunity to discuss the potential change in assignment. In the event a change in assignment is deemed necessary, the teacher shall receive written notification of the change. The teacher has the right to appeal the change of assignment to the Superintendent or the Employer.

Notwithstanding the preceding, any change in the assignment of a teacher which has not been made known to the teacher prior to the 8th day of the school year, shall be made only with the mutual consent of the teacher.

SECTION 28 - OFFICIAL PERSONAL RECORD FILE

- 28:01 (a) The Employer shall maintain an Official Personal Record File of every teacher under its authority. Such file, which shall be designated as the Official Personal Record File, shall be kept at the offices of the Employer, and shall be available to the teacher, or his/her representative, upon request, in writing by the teacher, during the regular business hours of the said offices.
- (b) 1. Such files shall be kept confidential and be available to the Employer and/or its designate(s) and to the teacher and/or his/her representative(s).
2. A teacher may grant permission for all or part of the contents of the teacher's file to be made available for any other reason deemed appropriate by the teacher.
3. A record shall be maintained within the file of each teacher of the names of each person who has accessed the file and the date on which the access to the file was made.
- 28:02 Only information that has been entered into the Official Personal Record File in accordance with the provisions of this agreement may be used against the teacher in cases of discipline, suspension, and/or dismissal.
- 28:03 (a) Before any evaluation report is entered in the teacher's Official Personal Record File, the teacher will acknowledge that he/she has had the opportunity to review such evaluation by signing the copy to be filed, with the expressed understanding that his/her signature does not necessarily indicate agreement with the contents. The teacher will be permitted to attach his/her comments related to the evaluation report.
- (b) Notwithstanding 28:03 (a), in the event a teacher refuses to sign an evaluation report, the superintendent may enter the report in the teacher's Official Personal Record File if a witness signs a document attesting to the fact that the teacher has had the opportunity to review the report and has refused to sign the report.
- 28:04 (a) No comment, note, or report shall be entered in the teacher's Official Personal Record File without the teacher's acknowledgement as set forth in Section 28:03 and until such time as the teacher has received a copy of said comment, note or report.
- (b) A teacher may enter any comment, note or report in his/her personal record file upon submission of a written request to the Employer.

- 28:05 Upon termination of employment, the teacher's Official Personal Record File will remain the property of the Employer; however, documents or copies of same contained in the file may be released to a third party only with the written consent of the teacher. In the case where a teacher permanently transfers from one Employer to another Employer, both parties to this agreement, the personnel file shall be transferred to the new Employer.
- 28:06 Any unfavourable material as provided in 28:03 and 28:04 shall be entered in the teacher's Official Personal Record File in a temporary manner and shall be removed from the file after the material has been on file for five (5) years in the case of material of a disciplinary nature and for three (3) years in the case of material of a non-disciplinary nature. In the event that material entered into the file is similar to any unfavourable material already in the file, the material first entered shall remain in the file for five (5) years from the date of entry of the new material. Any unfavourable material may be removed from the file after a lesser period of time if, in the opinion of the Employer, the teacher's performance warrants same.
- 28:07 A teacher may invoke the grievance procedures in the manner provided by Section 45 respecting any dispute arising from the contents of his/her Official Personal Record File.

SECTION 29 - TEACHER EVALUATION

- 29:01 (a) One method of improving the educational environment is by meaningful teacher evaluation. To be meaningful, such evaluations must be based on the teaching and/or administrative functions of the teacher and must identify, where they exist, areas of competency and areas of deficiency. The evaluation must also recommend a method(s) for resolving any such deficiencies. To this end, each Employer shall maintain and/or review policies and procedures for teacher evaluation which shall provide for both formative and summative evaluations.
- (b) For the purpose of this section, formative evaluation shall mean a process of evaluation which occurs to improve methodology, management skills and the learning conditions available to students. Such process shall ensure that:
1. the teacher and the evaluator identify the purpose and process of the evaluation;
 2. the teacher receives feedback from the evaluation which is constructive and non-threatening; and
 3. the teacher is provided with a meaningful opportunity to learn by responding to suggestions for change, participating in in-service opportunities and collegial assistance.
- (c) For the purpose of this section, summative evaluation shall mean a process of evaluation which occurs so that general teacher performance may be judged. Such process shall ensure that:
1. the teacher and the evaluator identify the purpose and process of the evaluation;
 2. data is collected in a systematic manner and the teacher receives general feedback in a positive manner;
 3. the teacher has a meaningful opportunity to learn and respond to the contents of the data collected;
 4. the areas of competency and deficiency of a teacher's performance are identified and methods of resolving areas of deficiency are recommended to the teacher;
 5. all information is well documented and made available to the teacher in accordance with Section 28 of this agreement; and

6. summative evaluation occurs only upon the written request of the teacher, the school principal, the superintendent or the Employer.

An Employer's policy which specifies the frequency of evaluation shall be deemed to have met the intent of Subsection (c) 6.

- 29:02 A teacher may request that an evaluation of his/her teaching be carried out at any time during the school year. The Employer shall ensure that such evaluation is carried out provided the request is received by February 1. Requests that come after February 1 may be carried over into the next school year.
- 29:03 A teacher shall receive a copy of his/her evaluation within thirty (30) days of completion of the evaluation.

SECTION 30 - ACTING ADMINISTRATIVE POSITIONS

- 30:01 (a) In the event the principal is absent from the school, the employer shall ensure that a vice-principal, or another teacher if a vice-principal is not available, is designated as acting principal during the time the principal is absent.
- (b) In the event a vice-principal is absent for more than five consecutive school days, the employer shall ensure that an acting vice-principal is appointed from the sixth day and until the return of the vice-principal.
- 30:02 Any appointment to an Acting Administrative position shall not extend beyond June 30 of the school year in which the appointment was made and is not subject to Sections 9:02 and 32 of this agreement.
- 30:03 In the event that the teacher who previously held the administrative position, to which an acting appointment has been made, cannot return to this position, the Employer shall conduct a competition in accordance with Section 32 of this agreement.
- 30:04 In the absence of the principal/vice-principal, a teacher who is requested by his/her principal/vice-principal to assume responsibility for the school operation, shall not be required to accept such responsibility.
- 30:05 (a) All openings for acting administrative positions of vice-principal and department head which exceed five (5) consecutive school days in duration shall be advertised within the schools in which the openings occur.
- (b) All openings for acting administrative positions of consultant and coordinator which exceed 60 school days in duration shall be advertised in the schools within the Employer's jurisdiction.
- 30:06 If there is an opening for acting principal which exceeds 60 school days in duration and the vice-principal of the school is not appointed, the position shall be advertised in the schools within the Employer's jurisdiction.

SECTION 31 - NOTIFICATION OF INTENTION

- 31:01 Pursuant to Section 88 of the School Act, a teacher shall not be required to indicate whether he/she intends to continue in a teaching position with the Employer for the following year before March 31 in any school year.
- 31:02 Teachers who are aware of their intentions prior to the date indicated in 31:01 should indicate such intention to the Employer.
- 31:03 The intentions of the school principal with regard to continuing in his/her position for the following school year shall be made known to the principal's staff as soon as possible following March 1 of any school year.

SECTION 32 - NOTIFICATION OF OPENINGS FOR INSTRUCTIONAL POSITIONS

32:01 Teaching Positions

- (a) The Employer agrees to provide for the following order of priority in the placement and employment of teachers up to June 15th:
1. Permanent and probationary teachers presently assigned in schools and teachers returning from a leave of two years or less or a secondment of three years or less shall be placed within the same school as their existing permanent position;
 2. The Employer shall then affect any transfers arising as a result of:
 - the number of teaching positions allocated to a school being reduced;
 - a school being permanently closed;
 - a change in curriculum making a position non-existent;
 - a new placement for a teacher being appropriate for compassionate reasons;
 - all teachers returning from a leave of more than two years or a secondment of more than three years; or
 - other bona fide operational requirements;
 3. Provide permanent and probationary part-time teachers the opportunity to increase their contractual percentage within their school where desired by the teacher and appropriate assignments are available;
 4. All remaining permanent teaching positions shall then be posted for the purpose of enabling all existing permanent and probationary teachers to apply for transfer opportunities in accordance with Section 26:03. The Employer shall post the positions for a minimum of 3 working days indicating that teachers who are interested in filling the position must initiate a transfer request in accordance with the provisions of Subsection 26:03 of this Agreement. Once a teacher has accepted a transfer, he/she shall be deemed ineligible from applying for further transfer in that school year.
- (b) The Employer may fill any remaining permanent vacancies or vacancies arising after June 15th with a new probationary or new permanent teacher. Priority consideration shall be given to fixed term teachers who have been employed under contract for 370 or more cumulative days in the three most recent school years. The priority consideration shall be subject to the teacher having the requisite qualifications, ability and suitability for the position in question.
- (c) In the event that a permanent vacancy occurs in a school after the fifth school day following the commencement of the school year, the vacancy shall be filled by a teacher employed under a term contract.

32:02 Administrative Positions

- (a) Administrative positions shall initially be made available for transfer opportunity amongst existing administrators pursuant to Section 26.04. This process shall continue until June 30th. Positions posted for open prior to June 30th will be posted both publicly and within the Employer's schools. The posting shall be carried out at least one (1) week prior to the closing date for application and shall contain a concise description of the position and a listing of the criteria of eligibility and the requirements of the position.
- (b) After June 30th, all openings for administrative positions with an Employer shall be publicly advertised. Notices regarding such openings shall be posted on the Employer's website.
- (c) In the event that a vacancy occurs in a school after the first school day in the school year, an acting administrator shall be appointed pursuant to Section 30.

SECTION 33 - USE OF SUBSTITUTE TEACHERS

- 33:01 A substitute teacher shall be provided to assume the assigned duties of any teacher who has a regular teaching assignment and who is authorized by the Employer to be absent from such assignment.
- 33:02 A teacher is not obliged to substitute for another teacher.
- 33:03 Personnel who do not hold or qualify to hold a valid Prince Edward Island teaching certificate shall not be hired to substitute when a certified teacher is available and has the qualifications necessary to perform the assigned duties.

SECTION 34 - CO-OPERATING TEACHERS

- 34:01 Student teacher means a student engaged in practice teaching while enrolled in any institution designated by the Minister or in any approved institution offering a program in teacher education.
- 34:02 The Employer shall ensure that consultation shall take place between and/or among the Employer, educational institution, principal and co-operating teacher concerned before any student teacher is assigned to a co-operating teacher.
- 34:03 Only a teacher having three or more years of teaching experience shall act as co-operating teacher.
- 34:04 While the Teachers' Federation encourages teachers who hold a permanent teaching contract to act as co-operating teachers, no teacher shall be compelled to accept a student teacher.

SECTION 35 - TEACHER CERTIFICATION

- 35:01 A teacher who is applying for certification or changes therein is responsible for making application and for providing the necessary information required by the Department.
- 35:02 When requested by the Employer, each teacher shall provide official written confirmation of the teacher's level of certification for salary placement purposes. Such official written confirmation shall be provided to the teacher by the Minister.
- 35:03 No teacher shall suffer reduction of salary due to provincial changes in the numbering system of levels of teacher certification.
- 35:04 No teacher shall suffer reduction of salary due to provincial changes in the certification requirements at each level.
- 35:05 A teacher will apply to the Minister for certificate changes and will support such application with official transcripts of marks from the appropriate institution(s).
- 35:06 A teacher who qualifies for a higher level of certification in any school year shall be entitled to the resulting increase in salary retroactive to the date when all required documentation has been submitted to the Registrar.
- 35:07 A teacher who receives a higher level of certification during the course of the school year and who was actually qualified for such certification at the beginning of the school year shall be entitled to the higher salary as of the commencement of the school year, providing all required documentation is received by October 1.

SECTION 36 - TERMS AND CONDITIONS OF EMPLOYMENT

36:01 Auxiliary Personnel

The following shall govern the use of auxiliary personnel:

- (a) The function of auxiliary personnel is to assist the teacher;
- (b) Teaching tasks such as planning, diagnosing, prescribing, instructing and

evaluating are the responsibility of the certified teacher; responsibility for such tasks shall not be delegated to auxiliary personnel;

- (c) Auxiliary personnel shall be responsible to the principal of the school to which they are assigned and shall be supervised by a certified teacher or group of teachers;
- (d) No teacher shall be required to use the services of auxiliary personnel;
- (e) Auxiliary personnel shall be engaged as supplementary to and not replacements for the certified teacher; and
- (f) The principal shall ensure that prior to working in a school, auxiliary personnel are provided with an orientation program.

36:02 Supervision Duties

- (a) Mutual agreement should exist between the principal and the teachers of a school in determining supervision policies and practices.
- (b) Notwithstanding 36:02 (a), each teacher has the right to a minimum of fifty percent (50%) of the scheduled noon interval free from supervision duties.
- (c) It is recognized by the parties that supervision duties may be carried out by auxiliary personnel.
- (d) A teacher is not obliged to supervise for another teacher, except in an emergency situation.

36:03 Preparation Time

The parties to this agreement recognize that each teacher shall have regularly scheduled class time free each cycle from teaching or supervision for purposes of preparation, consultation and/or administrative tasks provided it does not result in a need for additional staff resources.

36:04 Health and Working Conditions

- (a) Each Employer shall maintain policies relating to the administration of medication, medical procedures, and physical procedures for/to pupils. Such policies shall recognize that teachers are not trained to provide for the medical and physical needs of children and shall not require a teacher to administer medication, medical procedures or physical procedures for/to pupils.
- (b)
 1. Each Employer shall maintain a district/school board occupational health and safety committee with representation from the relevant area association.
 2. Notwithstanding the preceding, the Employer shall establish during the first thirty (30) days of each school year for each school within its jurisdiction an Occupational Health and Safety Committee within the school. Teacher representatives on the Occupational Health and Safety Committee shall be selected by the instructional staff of the school. The Employer shall ensure through training programs that the members of such committees are aware of their roles and the procedures through which concerns may be addressed.

36:05 Equal Opportunity

The parties to this agreement agree to promote equal opportunity in the school system to ensure that all individuals are treated equitably by the hiring and leadership development practices of the Employer.

36:06 Part-Time Teachers

- (a) The teaching assignment, supervision duties and preparation time designated for part-time teachers shall be pro-rated on the basis of the average amount of time designated for full-time instructional staff in the school in which the teacher is placed.
- (b) A part-time teacher shall be remunerated for any extra duties or time worked in excess of the time for which the teacher is contracted provided such extra duties or time worked is authorized in advance by the Employer.
- (c) Part-time teachers will be expected to attend workshops and professional development activities sponsored by the Teachers' Federation and the Employer or by the Employer.
- (d) Remuneration accruing to the teacher under 36:06 shall be paid, when administratively possible, on the next regularly scheduled pay period.
- (e) The employer shall make every reasonable effort to provide the part-time teacher with an assignment which enables the teacher to carry out assigned duties during the school day without interruption by non-contractual hours.

36:07 Distribution of Workload

Teaching assignments, supervision duties, preparation time and the allocation of students shall be distributed on a fair and equitable basis among the teaching staff of a school.

36:08 Weather Related School Closures

Teachers will make a professional decision as to where they will work during weather related school closures when students are not required to be in school. The Employers shall consult with the Federation on other unplanned school closures.

SECTION 37 - JOB SHARING

- 37:01 For the purpose of this section, job-sharing shall mean a method of employment whereby two (2) or more teachers are contracted to fill a full-time teaching position in a school for one school year. To be eligible to participate in a shared-teaching position both teachers must hold a permanent contract.
- 37:02 Teachers shall enter into job-sharing on a voluntary basis only.
- 37:03 Approval for entry into a shared teaching arrangement is at the discretion of the Employer. Any two teachers considering or renewing a job sharing arrangement shall submit a proposal to the school principal no later than April 1st of the year preceding. The proposal shall include the proposed teaching schedule.
- 37:04 Teachers involved in a shared-teaching arrangement are required to maintain close communication with each other and to carry out the necessary team planning that is required to achieve effective classroom instruction.
- 37:05 Notwithstanding 36:06, when specifically required by the principal, both sharing teachers shall attend staff meetings and other school scheduled activities, including parent teacher interviews, at no additional cost to the Employer. The principal shall exercise this right reasonably and fairly.
- 37:06 In the event a teacher is absent from work for more than ten (10) consecutive instructional days, and the Employer is unable to fill the temporary vacancy with a qualified candidate, the remaining employee shall fill the job shared position.

SECTION 38 - EXTRA-CURRICULAR ACTIVITIES

38:01 The Employer and the Teachers' Federation view extra-curricular activities as being worthwhile and agree that the participation of a teacher in extra-curricular activities shall be on a voluntary basis.

SECTION 39 - DISCRIMINATION AND INTIMIDATION

39:01 No Employer shall refuse to continue to employ any teacher, or otherwise discriminate against any teacher, in regard to employment or to any term or condition of employment because:

- (a) the teacher is a member of the Teachers' Federation;
- (b) the teacher is exercising any right under this agreement; or
- (c) of any activity or lack of activity by the teacher as a member of the Teachers' Federation.

39:02 No Employer or agent thereof shall seek by intimidation, or any kind of threat, or by the imposition of a pecuniary or any other penalty or by any other means to compel a teacher to refrain from any activity being carried out by said teacher on behalf of the Teachers' Federation or from exercising any right under this teacher agreement.

39:03 Each Employer shall maintain a policy to ensure that the employees have a work environment which is free from harassment from all sources and from abuse of authority.

SECTION 40 - CONTRACT TERMINATION - SECTION 90 OF SCHOOL ACT

40:01 Each Employer shall maintain a policy to provide for the orderly layoff of teachers under Section 90 of the School Act and shall provide the Teachers' Federation with a copy of this policy and any changes thereto. Such policy must be consistent with Section 40 of this agreement.

40:02 (a) Before the contract of a teacher may be terminated by an Employer under Section 90 of the School Act, every effort must be made to locate a position for which the said teacher is qualified.

(b) Notwithstanding Subsection (a), if it becomes necessary to lay off a teacher(s) pursuant to Section 90 of the School Act, the Employer shall observe the principle that teachers are to be retained on the basis of qualifications, ability and suitability to perform the duties of the positions available. Where in the opinion of the Employer, qualifications, ability and suitability are equal, the teacher(s) with more service with the Employer shall be retained and the teacher(s) with less service with the Employer shall be laid off.

40:03 (a) A permanent teacher whose contract is terminated under Section 90 of the School Act shall have his/her name placed on a teacher placement list for recall by the Employer for two (2) full school years from the effective date of the termination.

(b) Where a teacher on the teacher placement list has, in the opinion of the Employer, the qualifications, ability and suitability for a position which becomes available, that teacher shall be offered the position. Should there be more than one teacher on the teacher placement list who, in the opinion of the Employer, fits these criteria, the position shall be offered to the teacher with the greatest amount of service with the Employer.

(c) A permanent teacher recalled to a fixed term position shall continue on the teacher placement list for a period of two (2) years beyond the end of the fixed term position.

40:04 Notwithstanding 32:01 (b), a probationary teacher who is not continuing employment due to Section 90 of the School Act shall be considered for a teaching position prior to term contract teachers and prior to a position being posted as open for two (2) full school years from the effective date of the termination.

SECTION 41 - STAFF DEVELOPMENT ASSISTANCE PROGRAM

41:01 There shall be a joint committee established by the parties to this agreement hereinafter called the Staff Development Assistance Program Committee whose duties and responsibilities shall be as provided in the Sections 41:02 to 41:05.

41:02 The Staff Development Assistance Program Committee must meet at least once on or before October 1. The responsibility of calling meetings is left to the chairperson of the committee.

41:03 The duties of the Staff Development Assistance Program Committee will be:

- (a) To inform the Employers and the Area Associations of the Teachers' Federation of the assistance available prior to November 15 of each school year;
- (b) To receive applications for financial assistance for in-service activities submitted jointly by Employers and Area Associations prior to January 31 of each school year;
- (c) To submit to the Minister, prior to March 1 in each school year, applications and assistance recommended for ratification;
- (d) In the event that the monies are not fully expended through the initial applications, the Committee may:
 - 1. Recommend to the Minister that additional funding be provided for any of the successful applications, and/or
 - 2. Devise a government sponsored program which will provide teachers with an incentive to participate in an in-service activity, and/or
 - 3. Recommend that the remaining monies be utilized on in-service programs in areas of instruction in which new programs are being introduced or in which major innovations are taking place;
- (e) To receive final or progress reports from successful applicants prior to January 31 of each school year.

41:04 Prior to March 1, the Staff Development Assistance Program Committee shall submit a copy of its annual report to the Minister, the President of the Teachers' Federation, Superintendents and Area Association Coordinators.

41:05 The recommendations of the Staff Development Assistance Program Committee shall be subject to ratification by the Minister.

41:06 Successful applicants shall submit prior to January 31 of each school year:

- (a) A final report on completed projects; or
- (b) A progress report on on-going projects.

These reports will include a description of the projects, evaluation results and a statement of expenditures.

41:07 The Minister shall budget \$50,000 in each school year to be used for the maintenance of this program or its successor.

SECTION 42 - IN-SERVICE OF NEW PROGRAMS

- 42:01 (a) For the purpose of this section, a new program shall mean a program in its first two (2) years in the provincially approved curriculum or a program in which the core text has been changed, or a program in which the philosophy or methodology has been changed in a major way.
- (b) For the purpose of this section, in-service shall mean activities related to course content, methodology or the classroom organization or administration of a new program.
- 42:02 The intention of the Minister to introduce a new program into the curriculum of the province, the nature of such a program, and the date of commencement shall be made known in writing to the Teachers' Federation and to the teachers of the province prior to April 30 in the preceding school year.
- 42:03 It is the responsibility of the Department to provide in-service programs which give teachers the opportunity to prepare for new programs. The present section is not intended to mean that the Department is the only agency/institution which may provide such programs.
- 42:04 All teachers who are involved in teaching a new program shall be given the opportunity, during a school day, to participate directly in the initial in-service program provided.
- 42:05 No teacher shall be compelled to attend any in-service program which is held on a day other than a regular school day.

SECTION 43 - CONTRACTING OUT

- 43:01 The Employer shall not contract out any teaching function regularly performed in the classroom to any person(s) or firm except by mutual agreement of the Teachers' Federation and the Employer.
- 43:02 This section shall not be interpreted so as to prevent the Employer from sending students for their education to a school under the control of a different Employer.
- 43:03 This section does not apply to:
- (a) pre-vocational or vocational programs offered by Holland College; or
- (b) to any program approved by the Minister.

Prior to approval of a new program under Subsection (b), the Minister shall consult with the Teachers' Federation.

SECTION 44 - RE-OPENING THE AGREEMENT BY MUTUAL CONSENT

- 44:01 The contents of this Agreement may be altered at any time by the mutual consent of the parties to it.
- 44:02 In the event that one party wishes to alter a part of this agreement, it must submit, in writing, the request to the other party. The request must contain a description of the section(s) of the agreement that should be reviewed and a proposed date of meeting and meeting place.
- 44:03 Within fourteen (14) calendar days of receiving the request, it must be indicated, in writing, whether or not a meeting shall occur.
- 44:04 Should the party receiving the request reply positively to the request, the Regulations under the School Act with respect to negotiating this collective agreement will apply.

SECTION 45 - GRIEVANCE PROCEDURE

45:01 The parties to this agreement agree that a grievance means a dispute or difference of opinion concerning the application, interpretation or alleged violation of any provision of this agreement and disciplinary actions.

45:02 The following may file a grievance:

- (a) A teacher who has received the written approval of the Teachers' Federation to lodge the grievance;
- (b) The Teachers' Federation;
- (c) An Employer; and,
- (d) The Government of the Province of Prince Edward Island as represented by the Minister.

45:03 Grievances shall be processed as hereinafter set forth.

45:04 Step One:

The aggrieved party shall, within twenty (20) calendar days of the effective knowledge of the facts which give rise to the alleged grievance, present the grievance in writing on a Grievance Form as outlined in Appendix "G" to:

- (a) The Superintendent and the Chairperson of the Employer in the event the grievance is filed against an Employer; or
- (b) The Deputy Minister of Education and Early Childhood Development in the event the grievance is filed against the Government of the Province as represented by the Minister; or
- (c) The General Secretary of the Teachers' Federation in the event the grievance is filed against a teacher or the Teachers' Federation;

who shall arrange to meet with the aggrieved party and/or his/her representative within ten (10) calendar days of receiving the written notice at a time mutually agreeable. Within ten (10) calendar days of the meeting, the aggrieved party shall be notified in writing of the decision made with respect to his/her grievance.

Step Two:

- (a) If the decision in Step One is not acceptable, the aggrieved party may, within twenty (20) calendar days of receiving the written response to the grievance, refer the grievance to a Grievance Review Board for arbitration, by notice in writing to the other party.
- (b) A grievance referred by an aggrieved party to a Grievance Review Board shall contain the section(s) of the agreement which is alleged to have been violated, the name of the party against whom the grievance is being filed, and the aggrieved party's nominee to the Grievance Review Board.

45:05 (a) A Grievance Review Board shall be composed of one (1) member nominated by the Employer or the Minister, one (1) member nominated by the Teachers' Federation and a third member, who shall be the chairperson, appointed by the other two (2) members.

- (b) Within two (2) weeks after either party hereto delivers to the other party hereto a written notice requiring a grievance to be referred to a Grievance Review Board, each party shall notify the other party in writing of the name of its nominee as a member of the Grievance Review Board.

- (c) Where one of the parties fails to notify the other of the name of its nominee to the Grievance Review Board, the other party may apply to the Minister responsible for the Labour Act requesting that Minister to choose a person whom the Minister deems suitable for the purpose, and where that Minister chooses such a person, that person shall be deemed to be the nominee of the party who failed to give notice of the name of its nominee.
- (d) Should the members of a Grievance Review Board nominated by the Employer or the Minister and the Teachers' Federation fail to agree on a third member within ten (10) calendar days after they both have been notified in writing of the nomination of the other as a member of the Grievance Review Board, either party, after giving notice may apply to the Minister responsible for the Labour Act for the appointment of a third member of the Grievance Review Board who shall be the chairperson thereof.
- (e) No person shall be selected as a member of a Grievance Review Board who has been directly involved in discussions or negotiations respecting the grievance with which the Grievance Review Board is to deal.
- (f) The Grievance Review Board so established shall proceed within 20 working days to hear and determine the grievance, difference or dispute submitted to it and shall make such decision as may finally dispose of the question in issue and the decision shall be final and binding on all parties.
- (g) The decision of the majority of the Grievance Review Board shall be the decision of the Grievance Review Board, but if there is no majority, the decision of the chairperson shall govern. The Board of Arbitration shall have 20 working days from the conclusion of the hearing within which to render its decision.
- (h) In any case, including cases arising out of any form of discipline or loss of any remuneration, benefit or privilege, the Grievance Review Board shall have full power to direct a remedy, or to affirm the discipline, loss of remuneration, benefit or privilege, as the Grievance Review Board may determine appropriate to finally settle the issues between the parties, and may give retroactive effect to its decision.
- (i) A Grievance Review Board shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for existing provisions nor to give any decision inconsistent with the terms of the provisions hereof.
- (j) The parties shall bear the fees and expenses of their respective nominee to the Grievance Review Board and the fees and the expenses of the chairperson shall be borne equally by the Employer or the Minister and the Teachers' Federation.
- (k) Notwithstanding anything contained in this Section, the parties to any grievance, difference or dispute may agree to submit such grievance, difference or dispute to a single arbitrator and, upon the appointment of such single arbitrator referred to herein, all provisions of this section shall apply insofar as possible.
- (l) Any of the time limits provided for in this section may be extended or shortened by mutual consent.
- (m) The arbitration procedure outlined above applies only to the arbitration of grievances.

SECTION 46 - DISCIPLINE

- 46:01 The employer may discipline a teacher for just cause or unsatisfactory service.
- 46:02 The employer may discipline a teacher by means of:
 - a) an oral reprimand;
 - b) a written reprimand;

- c) a suspension, with or without pay, in accordance with the provisions of the School Act;
 - d) dismissal in accordance with the provisions of the School Act; or
 - e) a combination of two or more of the above forms of discipline.
- 46:03 A teacher who is to be disciplined by the employer has the right to have a representative or designate of the Teachers' Federation present at any meeting held in relation to the imposition of the discipline on the teacher.
- 46:04 A teacher who is disciplined by means of suspension or dismissal shall be given written notice of the suspension or dismissal and the reason(s) for the imposition of the suspension or dismissal.
- 46:05 A teacher who is disciplined by the employer has the right to invoke the grievance procedures in the manner provided by Section 45 should the teacher wish to challenge the imposition of the disciplinary action taken by the employer.
- 46:06 A Grievance Review Board established in accordance with the provisions of Section 45 has the right to re-instate, with all pay and benefits, a teacher who has been suspended or dismissed, or impose a lesser form of discipline should the Grievance Review Board deem such to be reasonable.
- 46:07 The parties agree that the concept of progressive discipline should be practiced by the employer in the imposition of discipline on a teacher; however, the parties also agree that more serious forms of discipline may be warranted in the first instance dependent on the gravity of the conduct in question.
- 46:08 With respect to a teacher on a probationary or term contract, these provisions would only apply to disciplinary action taken during the term of the contract. The decision not to renew the contract of a probationary or term teacher shall not be considered as disciplinary, and such decisions shall not be subject to the grievance and arbitration provisions of this agreement.
- 46:09 An Employer may issue a non-disciplinary suspension with pay in accordance with the provisions of the School Act.

APPENDIX "A"

"Similar Position" shall mean

- (a) In the case of a teacher who does not hold an administrative position,
 - 1. an assignment at the grade level, or one grade level above or below that which the teacher previously taught; or

where the teacher's assignment was based on subjects taught, one which contains an assignment to teach the subjects which the teacher previously taught, or subjects at the levels which the teacher previously taught; and
 - 2. where the teacher is not returning to the same school and where administratively possible the position be no more than forty (40) kilometres from the school in which the teacher was teaching prior to the leave, secondment or transfer.
- (b) In the cases of the positions of Consultant, Coordinator or Department Head, an assignment to the position previously held, or an assignment to the respective position of responsibility in an area in which the teacher is competent.
- (c) In the cases of principal or vice-principal, an assignment to the respective position in the school in which the position was previously held, or to a school which serves primarily the same levels of students and which has no less than five full-time equivalent teaching positions than were assigned to the school in which the teacher was previously principal or vice-principal.
- (d) Nothing in this definition shall prohibit a teacher and an Employer from achieving mutual agreement on an assignment which does not conform to the definition of a similar position.

APPENDIX "B"

Province of Prince Edward Island

Form 7A - Probationary Contract
(Instructional Personnel)

THIS AGREEMENT made this _____ day of _____, 20 _____

BETWEEN: _____ School Board, a body corporate pursuant to the *School Act* R.S.P.E.I. 1988, Cap. S-2.1 (hereinafter referred to as the "School Board")

AND: _____, of

_____ being a teacher who holds a valid instructional license (hereinafter referred to as the "Teacher")

WHEREAS the School Board wishes to hire the Teacher;

AND WHEREAS the Teacher has agreed to work for the School Board on the terms and conditions herein contained;

AND WHEREAS the School Board and its employees are subject to the provisions of the *School Act* and the regulations;

IN CONSIDERATION of these premises and of the agreed salary to be paid to the Teacher pursuant to this agreement, the parties hereto agree as follows:

1. The School Board hereby employs the Teacher and the Teacher agrees to perform the duties of a teacher for the School Board, as follows:
_____ percentage of full-time.
2. This contract commences on _____ and terminates on June 30 of the school year in which the teacher was hired or on _____, whichever is earlier.
3. The salary rate payable and benefits for the Teacher shall be the salary rate and benefits for instructional personnel determined by the collective agreement for instructional personnel made pursuant to the Act.
4. This contract is subject at all times to the Teacher obtaining and continuing to hold an instructional license and further, this contract becomes void if the Teacher's instructional license is revoked under the Act.
5. The Teacher agrees to be diligent and faithful in the performance of the Teacher's duties during the period of employment, to abide by the Act and the regulations and to teach such subjects and to perform such duties as may be assigned by the School Board or the principal.
6. The Teacher agrees further that this contract is subject to the collective agreement.
7. Notwithstanding anything herein to the contrary, this contract may be terminated as provided in Section 88 of the Act.

Signed, sealed and delivered by the Teacher and by the School Board as of the date above written.

School Board

Witness

Witness

Teacher

Distribution: Copy 1 - School Board Office
Copy 2 - Employee

APPENDIX "B"

Province of Prince Edward Island

Form 7B - Permanent Contract
(Instructional Personnel)

THIS AGREEMENT made this _____ day of _____, 20 _____

BETWEEN: _____ School Board, a body corporate pursuant to the *School Act* R.S.P.E.I. 1988, Cap. S-2.1 (hereinafter referred to as the "School Board")

AND: _____, of _____
being a teacher who holds a valid instructional license (hereinafter referred to as the "Teacher")

WHEREAS the School Board wishes to hire the Teacher;

AND WHEREAS the Teacher has completed the probationary period required by the Act;

AND WHEREAS the Teacher has agreed to work for the School Board on the terms and conditions herein contained;

AND WHEREAS the School Board and its employees are subject to the provisions of the *School Act* and the regulations;

IN CONSIDERATION of these premises and of the agreed salary to be paid to the Teacher pursuant to this agreement, the parties hereto agree as follows:

1. The School Board hereby employs the Teacher and the Teacher agrees to perform the duties of a teacher for the School Board, as follows:
_____ percentage of full-time.
2. This contract commences on _____ and continues from school year to school year until terminated.
3. The salary rate payable and benefits for the Teacher shall be the salary rate and benefits for instructional personnel determined by the collective agreement for instructional personnel made pursuant to the Act.
4. This contract is subject at all times to the Teacher continuing to hold an instructional license and further, this contract becomes void if the Teacher's instructional license is revoked under the Act.
5. The Teacher agrees to be diligent and faithful in the performance of the Teacher's duties during the period of employment, to abide by the Act and the regulations and to teach such subjects and to perform such duties as may be assigned by the School Board or the principal.
6. The Teacher agrees further that this contract is subject to the collective agreement.
7. Notwithstanding anything herein to the contrary, this contract may be terminated as provided in Section 88 of the Act.

Signed, sealed and delivered by the Teacher and by the School Board as of the date above written.

School Board

Witness

Witness

Teacher

Distribution: Copy 1 - School Board Office
Copy 2 - Employee

APPENDIX "B"

Province of Prince Edward Island

Form 7C - Fixed Term Contract
(Instructional Personnel)

THIS AGREEMENT made this _____ day of _____, 20 _____

BETWEEN: _____ School Board, a body corporate pursuant to the *School Act* R.S.P.E.I. 1988, Cap. S-2.1 (hereinafter referred to as the "School Board")

AND: _____, of

_____ being a teacher who holds a valid instructional license (hereinafter referred to as the "Teacher")

WHEREAS the School Board wishes to hire the Teacher;

AND WHEREAS the Teacher has agreed to work for the School Board on the terms and conditions herein contained;

AND WHEREAS the School Board and its employees are subject to the provisions of the *School Act* and the regulations;

IN CONSIDERATION of these premises and of the agreed salary to be paid to the Teacher pursuant to this agreement, the parties hereto agree as follows:

1. The School Board hereby employs the Teacher and the Teacher agrees to perform the duties of a teacher for the School Board, as follows:
_____ percentage of full-time.
2. This contract commences on _____ and ends on _____.
3. The salary rate payable and benefits for the Teacher shall be the salary rate and benefits for instructional personnel determined by the collective agreement for instructional personnel made pursuant to the Act.
4. This contract is subject at all times to the Teacher obtaining and continuing to hold an instructional license and further, this contract becomes void if the Teacher's instructional license is revoked under the Act.
5. The Teacher agrees to be diligent and faithful in the performance of the Teacher's duties during the period of employment, to abide by the Act and the regulations and to teach such subjects and to perform such duties as may be assigned by the School Board or by the principal.
6. The Teacher agrees further that this contract is subject to the collective agreement.
7. Notwithstanding anything herein to the contrary, this contract may be terminated as provided in Section 88 of the Act.

Signed, sealed and delivered by the Teacher and by the School Board as of the date above written.

School Board

Witness

Witness

Teacher

Distribution: Copy 1 - School Board Office
Copy 2 - Employee

APPENDIX "C"

FOR INFORMATION PURPOSES ONLY:

Teachers' Federation Group Insurance Rates As of October 1st, 2010:

1. Option A1 - \$100,000 Term Life Insurance
\$100,000 Accidental Death and Dismemberment Insurance
Dependents' Insurance as per Policy Number GR50980

Premium Single - \$27.70 per month
 Family - \$29.44 per month

2. Option B1 - Group Health Insurance - Medavie Blue Cross - Teachers' Federation

Premium Single - \$67.56 per month
 Family - \$187.62 per month

3. Option B2 - Group Dental Insurance Medavie Blue Cross Part 1A

Premium Single - \$33.48 per month
 Married - \$62.54 per month
 Family - \$75.08 per month

The above rates are subject to change upon the renewal of the insurance contract (s). In the event of a change in premium for any of the above options, the parties to this Agreement agree to continue to 50% cost-sharing on the above options, provided that benefits in these options are not increased.

The Teachers' Federation will inform both its membership and its insurers that all queries related to insurance and insurance premium deductions are to be referred to the Teachers' Federation and not to the business office of the Employer.

APPENDIX "D"

Application for Alternative Professional Development Activity.

NAME: _____

SCHOOL: _____

ADDRESS: _____

TEACHING POSITION: _____

Activity Scheduled under 21:01 _____ Dates: _____

Alternate Activity Planned _____ Dates: _____

Describe, in detail, the alternative activity planned: (include your reasons for selecting this activity over the scheduled activity, how it will benefit your teaching, the content, the time requirement, etc.)

What follow-up activities are planned?

This form must be received by the Superintendent at least fifteen (15) days prior to the date of the activity scheduled under 21:01.

APPENDIX "F"

Letter of Understanding Teacher In-Service

The Department shall offer, on a trial basis, teacher in-service during the summer months. Teachers may participate in such offerings on a voluntary basis. The Department will continue to offer such in-service during the school year in accordance with its obligations under Section 42 of the collective agreement.

The Department shall offer a stipend equivalent to the certified substitute rate of pay and travel expenses to teachers participating in summer in-service of new programs.

The intent is to offer more in-service options for teachers. The anticipated costs of this delivery method are intended to be neutral.

It is agreed that the Department and the Teachers' Federation shall jointly review this practice prior to the end of this agreement.

APPENDIX "G"

GRIEVANCE FORM - STEP 1

1. Name of aggrieved party (Full Name) _____
2. Name of school or place of employment _____
3. Name of party alleged to be in violation of the Agreement _____

4. Date on which the aggrieved party had effective knowledge giving rise to the grievance _____

5. In the event the aggrieved party is a teacher, the date on which the Teachers' Federation had effective knowledge giving rise to the grievance _____

6. Date on which grievance presented at Step 1 _____
7. Details of grievance (Quote specific sections of the Memorandum of Agreement which are applicable to the grievance.):

8. Corrective action requested: _____

Signature of aggrieved party _____

Date _____
9. In the event the aggrieved party is a teacher, the approval of the Teachers' Federation is required to present a grievance.

This grievance has been approved for presentation by the Teachers' Federation.

Signed _____

Position _____

Date _____

APPENDIX "H"

Letter of Understanding Site Technology Contacts

The parties agree that Site Technology Contacts are volunteers who provide an important service to the educational system. As well, they agree that the following recognition commitments shall be in place for the life of the Agreement:

- 1) Maintain the existing home internet access procedure (funding of up to \$60. per month for high speed internet access).
- 2) STC's will be allocated time free from instructional/supervisory responsibilities on a regular basis for STC related duties.
- 3) The Department shall allocate \$28,000 annually for professional development opportunities for site technology contacts.
- 4) A. Maintain the six substitute day allowance for each year of the agreement.
B. A site technology contact may convert up to four of the days referenced in A. into professional development funds at a rate of \$125 per day for a total additional professional development monies of up to \$500. The professional development opportunities are to be approved by the school principal and should be related to communications and information technology.

APPENDIX "I"

Letter of Understanding Distributed Learning and New Technology

1. The parties to this Memorandum of Agreement agree that the PEI Teachers' Federation shall be consulted prior to:
 - a. The implementation of any initiative that involves instruction of curriculum being delivered through a Distributed Learning model. Such consultation shall consider, but not be limited to, the following:
 - * the potential impact on staffing allocations;
 - * the establishment of guidelines related to the working conditions and responsibilities of teachers involved in distributed learning; and
 - * the role of site technology contacts.
 - b. The implementation of any new technology or software, or any significant change in the use of current technology or software, that significantly affects teacher workload. Such consultation shall include, but not be limited to, the appropriate in-service for affected teachers.
2. It is understood that the consultation process (es) may occur with the Minister's Advisory Committee on CIT, by way of a Minister's Directive, or any appropriate committee established by the Minister that includes a PEITF representative(s).
3. The Department or the Employer shall provide appropriate in-service for teachers affected by 1 (a) and (b).

APPENDIX "J"

Letter of Understanding Class Composition

There will be established a Provincial Joint Committee to address class composition concerns. The committee will be comprised of seven (7) people as follows:

- 1 representative from the Department;
- 3 representatives from School Boards; and
- 3 representatives from the PEI Teachers' Federation.

A special fund of \$200,000 per school year, for each of the three school years of the contract, will be set aside solely for the purpose of addressing teacher issues relating to class composition. This special fund will be separate from the resources normally allocated from the Department and School Boards for supports related to class composition concerns.

The committee will establish guidelines and procedures for accessing supports for class composition.

The Department shall provide the monies to the School Boards. The School Boards shall administer the monies in accordance with the guidelines and procedures established by the committee. The final decision on the allocation of the funds shall be made by the committee.

APPENDIX "K"

Memorandum of Understanding Professional Fund for Administrators

The Minister shall budget \$20,000 each school year of the Agreement to be used by administrators for professional development. The final decision on the professional development activities will be made by the PEI Teachers' Federation Association of School Administrators and shall be approved by the Department.

APPENDIX "L"

Letter of Understanding Psychologists

Whereas the Minister has deemed psychologists employed in their professional capacity by a school board to be instructional personnel as defined in the School Act for the purposes of collective bargaining;

Now, therefore, the Education Negotiation Agency and the Prince Edward Island Teachers' Federation agree as follows:

1. Psychologists shall be compensated on the same basis as Certificate 6 teacher along with any applicable administrative allowance;
2. Psychologists shall work the same days as a teacher; however, where mutual agreement exists between the Employer, the Federation and a psychologist, school days may be substituted for alternate work days (eg. five days off in February in consideration for working through March break); and
3. Where mutual agreement exists between the psychologist and the Employer, the Employer may contract directly with a psychologist for additional work beyond the normal work year. All such arrangements shall be considered as outside the PEITF Memorandum of Agreement.

APPENDIX "M"

Letter of Understanding Joint Advisory Committee on Teacher Workload and Teacher Allocation

A joint Teacher Allocation and Workload Advisory Committee shall be established by October, 2010 for the purpose of exploring alternatives to the current model of allocating teachers and addressing teacher workload in order to develop a sustainable model, taking into account student learning, class composition and teacher workload.

The Committee shall be comprised of an equal number of persons appointed by the Federation and the Minister.

One representative each from both the Department and the Federation shall be designated as joint Chairpersons.

Within two years of signing this Agreement, the Committee shall report to the Minister with its recommendations.

APPENDIX "N"

KINDERGARTEN TRANSITION AGREEMENT

This agreement made as of the 16th day of April, 2010

Between:

The Education Negotiation Agency
("the ENA")

And

The Prince Edward Island Teachers' Federation
("the PEITF")

Whereas PEITF is the exclusive bargaining agent for Instructional Personnel employed within the PEI public school boards;

And Whereas the ENA is the statutory bargaining agent for PEI's public school boards;

And Whereas the Government of PEI has indicated its intention to integrate the kindergarten program into the public school system;

And Whereas those persons presently teaching Kindergarten are not currently members of the PEITF;

And Whereas both the ENA and PEITF agree that it is desirable to provide for the continuity of employment of existing Kindergarten teachers;

Now therefore the ENA and PEITF hereby agree as follows:

1. Notwithstanding the job posting provisions in the PEITF Memorandum of Agreement, all Kindergarten positions shall:

For the 2010/11 School Year

- a. Initially be open to those certified Early Childhood Educators ("ECE's") who have been employed in the PEI kindergarten sector as a kindergarten educator for at least one full academic year since 2007. Included in this group are those who are currently on leave and working with the ECE's for the Department of Education and Early Childhood Development ("the Department"). The Department and School Boards may establish priorities within this group;
- b. In the event any positions remain open after (a), any Kindergarten positions designated as French first language or French immersion may then be open to those certified ECE's presently employed within the PEI early childhood sector who meet the language proficiency requirements; and,
- c. Any positions remaining after the processes set out in (a) and (b) shall then be available for assignment and transfer of permanent and probationary teachers pursuant to the PEITF Memorandum of Agreement.

For the 2011/12 and 2012/13 School Years Any Vacancies in Kindergarten Shall

- a. Be available for transfer amongst those employed as Kindergarten Teachers in the preceding school year(s);

- b. Secondly, they shall open to those certified ECE who have been employed in the PEI kindergarten sector as a kindergarten educator for at least one full academic year since 2007. Included in this group are those who are currently on leave and working with the ECE's for the Department. The Department and School Boards may establish priorities within this group; and,
 - c. Any positions remaining after the processes set out in (a) and (b) of this section shall then be available for assignment and transfer of permanent and probationary teachers pursuant to the PEITF Memorandum of Agreement.
2. Persons initially hired as a teacher through the process set out in Section 1:
 - a. shall not be assigned to teach a grade level other than Kindergarten prior to staffing for the 2013/14 school year; and
 - b. shall not be eligible to apply for transfer opportunities, other than another Kindergarten position, prior to staffing for the 2013/14 school year.

Notwithstanding the above, a person who is hired through this process, and who possesses a valid teaching licence, may be considered for a transfer before a position is posted as open to the public.

3. Both parties acknowledge that the majority of the persons to be hired under paragraph 1 will not possess a Bachelor of Education degree (B.Ed. degree) and do not qualify for a teaching licence under the *School Act*. Such persons shall be issued a *Kindergarten Letter of Authority* by the Registrar. Their employment offer and *Kindergarten Letter of Authority* may contain conditions requiring the candidate to obtain a B.Ed. degree within a fixed period of time.
4. Kindergarten Teachers who qualify for a teaching licence shall be paid in accordance with the PEITF Memorandum of Agreement. Kindergarten Teachers authorized to teach by way of a *Kindergarten Letter of Authority* shall be paid a salary equivalent to Certificate II.
5. The probation period and eligibility for a permanent contract shall be in accordance with the Provisions of the *School Act* and PEITF Memorandum of Agreement. No person shall be eligible to receive a Permanent Contract until such time as they are a fully licensed teacher.
6. This agreement is contingent upon retaining the same number of instructional FTE's during the 2010/2011 and 2011/2012 school years as allocated for the 2009/10 school year. This number is in addition to the FTE's required to teach kindergarten under this agreement plus the number of FTE's that would be granted through the Instructional Staffing Model to the School Boards because of the increase in kindergarten enrolment.

FOR INFORMATION ONLY

CERTIFICATION AND STANDARDS BOARD

PERMANENT ACADEMIC TEACHER'S CERTIFICATE

No. CSB 03-01 replacing No. CSB 98-02

1. A Permanent Academic Teacher's Certificate shall be issued to a person who, upon payment of the required fees:
 - (a) provides verification on the approved form of having completed two years of satisfactory service as a teacher in the Province of Prince Edward Island;
 - (b) has executed a permanent contract with a school board in the Province, or an employer recognized by the Minister; and
 - (c) has completed post-secondary study which has been provided by an approved post-secondary institution recognized by the Minister.
2. A Permanent Academic Teacher's Certificate 4 shall be issued to the holder of an approved 120 semester hour bachelor's degree in education or equivalent, or an approved 90 semester hour academic bachelor's degree or equivalent and an approved 30 semester hour bachelor's degree in education or equivalent.
3. A Permanent Academic Teacher's Certificate 5 shall be issued to the holder of an approved 120 semester hour academic bachelor's degree or equivalent and a bachelor's degree in education or equivalent, or an approved 90 semester hour academic bachelor's degree or equivalent and an approved 60 semester hour bachelor's degree in education or equivalent.
4. (1) A Permanent Academic Teacher's Certificate 5A shall be issued to a person who holds a Certificate 5 and who has successfully completed:
 - (a) A minimum of 30 semester hours of study as part of the course requirements for an approved master's degree or,
 - (b) Thirty semester hours beyond Certificate 5 provided that such courses are at the graduate level or non-introductory undergraduate level and are limited to two subject areas, one of which may be professional courses.(2) Candidates for Certificate 5A who wish to apply under 4(1)(b) are required to obtain prior written approval of the Registrar for the proposed course of study.
5. A Permanent Academic Teacher's Certificate 6 shall be issued to the holder of a master's degree and a bachelor's degree in education, or a master's degree in education. Such degrees must represent a minimum of 180 semester hours of cumulative study at the post-secondary level. Individuals without an initial teaching degree who hold a MEd must also hold a valid teacher certificate issued by teacher certification officials in the jurisdiction in which the master's degree was obtained.

SIGNED, SEALED AND DELIVERED :

THE EDUCATION NEGOTIATING AGENCY

this the 30th day of June, 2010

A.D. by The Education :

Negotiating Agency,

:

AND by the said The Prince

THE PRINCE EDWARD ISLAND

Edward Island Teachers'

TEACHERS' FEDERATION

Federation: :

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