MEMORANDUM OF AGREEMENT

BETWEEN

THE EDUCATION NEGOTIATING AGENCY

AND

THE PRINCE EDWARD ISLAND

TEACHERS' FEDERATION

September 1, 2018 to August 31, 2021

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MEMORANDUM OF AGREEMENT

THIS AGREEMENT made this 29th day of April A.D. 2019

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 *Education Act* and the Regulations there under 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 **Administrative Position**s 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 Position" shall include the following Teacher positions designated by an Education Authority:

a) Principal, **v**ice-**p**rincipal, lead consultant and any other position whose responsibilities include the management and supervision of Teachers and providing instructional leadership to Teachers;

b) Instructional leaders including **c**onsultants, **c**oaches and any other position whose responsibilities include instructional leadership to Teachers;

c) Other existing **c**onsultants which are not necessarily supervisory or instructional in nature, including school psychologists, EAL assessment specialists, IT consultants, and counselling consultants; and

d) Area **c**oordinators whose responsibilities include the coordination of a program, including co-curricular or **E**xtra-**C**urricular **A**ctivities, throughout the whole School Year on a regional basis, including Teachers in the specialty areas of music or physical education.

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 an Education Authority, 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 workplace designated by the Employer per Section 27:01 and shall generally be the school **or the Education Authority office** where the **T**eacher spends the greatest portion of his/her work time. Exceptionally, the Employer may designate a **T**eacher's **B**ase **S**chool as a workplace other than where the **T**eacher spends the greatest portion of his/her work time provided the designation is not made to avoid mileage expenses.

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, Early Learning and Culture.

1:10 "Education Negotiating Agency" shall mean the Agency as described in Section 75 of the Education Act.

1:11 "Employer" is an Education Authority as established under the Education 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, Early Learning and Culture.

1:14 "Regulations" shall mean those **R**egulations pursuant to the Education Act.

1:15 "School Day" shall mean a day when Teachers are required to be on duty, in the classroom, or at workshops, conventions or any other activities authorized by the Employer. School Day does not include Saturday, Sunday, or a Vacation or Holiday Period as defined in section 1:21.

1:16 "School Year" shall be as defined in the School Calendar regulated by the Minister (Section 3(1)(h) - Education Act).

1:17 "Seniority" shall mean the length of uninterrupted employment since the Teacher was hired in a probationary or permanent contract. A period of uninterrupted employment as a fixed term Teacher immediately prior to the Teacher's probationary or permanent date of hire shall be used in calculating **S**eniority.

1:18 "Similar Position" shall be as defined in Appendix A.

1:19 "Spouse" shall mean 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.

1:20 "Substitute Teacher" shall mean a person employed to work on a day to day basis as required to fill short term vacancies of fewer than twenty-one (21) consecutive instructional days arising as a result of the absence of a regular or fixed term Teacher or to fill a short term need. Substitute Teachers have no guarantee of ongoing employment.

1:21 "Teacher" shall mean the instructional personnel as defined in the *Education Act* and actually employed by an Employer under a contract as determined by **R**egulations of the *Education Act*, in a teaching, **A**dministrative **Position** (as defined in Subsection 1:03) or other professional capacity relating to education **and shall exclude** supervisory personnel as defined under **subsection** 1 (ii) of the *Education Act.*

1:22 "Vacation or Holiday Period" includes:

(a) End of Summer Break;
(b) Labour Day;
(c) Thanksgiving Day;
(d) Remembrance Day;
(e) Christmas Break;
(f) Islander Day;
(g) March Break;
(h) Good Friday;
(i) Easter Monday; and
(j) Victoria Day.

And any other holiday proclaimed by the Federal or Provincial Government that falls between the day after Labour Day and June 30th in each School Year.

1:23 Words, terms or expressions used in this **A**greement, other than those defined, shall have the same meaning and application as assigned in the *Education Act* and Regulations pertaining thereto.

SECTION 2 - RECOGNITION

2:01 The Minister shall recognize the Teachers' Federation as the **A**uthorized **R**epresentative of the instructional personnel to which this **A**greement applies unless the authorizing body revokes that recognition as specified in the *Education Act* and the Regulations there under.

SECTION 3 - TERM AND APPLICATION

3:01 (a) Except as otherwise provided in this Agreement, the provisions of this Agreement shall be in effect for a term beginning September 1st, **2018** and ending August 31, **2021** and shall be automatically renewed thereafter for successive periods of one School Year, unless either party requests the negotiation of a new **A**greement by giving notice in writing to the other party not more than three (3) months and fourteen (14) calendar days, excluding the months of July and August, prior to the expiration date of this Agreement or any renewal thereof.

(b) In the event that proper notice is given, the current collective agreement shall remain in force until a new collective agreement is **completed through negotiations or binding arbitration**.

3:02 When one party has given notice under Section 3:01, representatives of the parties shall meet within fourteen (14) working days of the notice and commence negotiations of a new collective agreement.

3:03 All provisions of a new collective agreement adopted under this section, with respect to salary, special allowances and supplementary financial benefits, shall be retroactive to the day following the expiry date of the preceding collective agreement.

3:04 The contents of this Agreement may be altered at any time by the mutual consent of the parties, subject to:

(a) In the event that one party wishes to alter a part of this **A**greement, it must submit, in writing, the request to the other party. The request

must contain a description of the section(s) of the **A**greement that should be reviewed and a proposed date of meeting and meeting place.

(b) Within fourteen (14) calendar days of receiving the request, it must be indicated, in writing, whether or not a meeting shall occur.

(c) Should the party receiving the request reply positively to the request, the Regulations under the *Education Act* with respect to negotiating this collective agreement will apply.

3:05 In the event that any law passed by the Legislature of the Province renders null and void any provision of this Agreement:

(a) the remaining provisions shall remain in effect for the term stated in 3:01: and

(b) either party may request the negotiation of a new provision by giving written notice to the other party within sixty (60) days of the law being proclaimed. Should such negotiations fail to achieve agreement, the parties hereby agree to binding-arbitration.

3:06 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 **A**greement and any amendments thereto are subject to ratification by the parties to the **A**greement 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(s) 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 **R**egulations or statutes, or changes to existing **R**egulations 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.

(d) Consultations shall take place between the Minister and the Teachers' Federation prior to the adoption of any major change to the instructional requirements or expectations of Teachers at any or all grade levels.

5:02 Consultation shall take place between the Employers and the Teachers' Federation by April 30 in the year prior to the adoption of any major change to the instructional requirements or expectations of Teachers at any or all grade levels.

5:03 For the purposes of consultations, the Employers recognize that the Teachers' Federation is represented by its executive and professional staff and not by individual Teachers. The Teachers' Federation may choose a Teacher(s) to represent its interests in certain matters.

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 *Education Act*, Regulations, and the current collective agreement; and the Department and Employers shall not exercise their responsibility in a manner contrary to the *Education Act*, Regulations and current collective agreement. In this respect, the Teachers' Federation may present a grievance in the manner provided by Section 42 of the current collective agreement.

6:03 The Department agrees to provide the Teachers' Federation with **300** English and **50** French printed copies of this Agreement. The Teachers' Federation may request additional printed copies, if needed. **Those additional copies shall be provided within thirty (30) days of the request, when possible.**

6:04 **In the event of any inconsistency between a provision of the English and the French versions of this Agreement, the language in which the Agreement was negotiated shall prevail.**

6:05 (a) The Employer shall provide a copy of all policies and procedures under development or review, which affect the terms and conditions of employment of Teachers, prior to final approval, to the General Secretary of the Teachers' Federation.

The Teachers' Federation shall be afforded a period of no less than ten (10) days to review the policy 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 or procedure prior to adoption.

(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.

6:06 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) **By** October **15th** and March **15th** of each **School Year**, or other occasions upon request:

1. Name and position (Teacher, administrator or consultant);
2. Workplace (e.g. school number, **Education** Authority office, **D**epartment);
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;
9. Work email address; and
10. Substitute Teacher information: Name, Certified/Non-Certified, Home address, an 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 – SUBSTITUTE TEACHERS

7:01 **In addition to this Section, t**he following sections of the Memorandum of Agreement (MOA) between the ENA and PEITF shall apply to Substitute Teachers:

Sections 1 to 6
- Section 10:04
- Section 11
- Section 15
- Section 16:01 (a)&(b), 16:02, 16:05, 16:06, 16:07 and 16:08
- Section 31
- Section 32
- Section 36:02 (b), 36:04, 36:05, 36:07
- Section 38
- Section 39
- Section 42
- Appendix "G"

7:02 Substitute Teachers shall fulfill the same responsibilities, duties and teaching assignments as the Teacher(s) whom they are replacing.

7:03 The Employer and the PEITF shall jointly hold an orientation session for new Substitute Teachers prior to the commencement of each School Year. That session will be without pay and attendance will be voluntary. Any costs associated with the orientation session will be shared equally between the Employer and the PEITF.

7:04 Substitute Teachers required to attend professional development sessions are eligible for the same travel, meal and accommodation allowances as are provided to regular Teachers. Attendance at these sessions shall be with pay.

7:05 When hiring for fixed term positions, which arise during the School Year, the Employer shall give initial consideration to applicants who are on the Employer's Substitute Teacher list before considering applicants from the general public. Primary consideration shall be given to the qualifications, ability and suitability of the respective applicants for the particular assignment. The Employer may also consider the needs of the students and importance of continuity of instruction.

7:06 The Employer shall not break the service of a Substitute Teacher for the purpose of denying a fixed term contract.

7:07 A Substitute Teacher who:

(a) has worked for ten (10) or more consecutive instructional days in the same assignment;
(b) is subsequently absent for one (1) instructional day due to illness, family illness, bereavement leave, or an Act of Canada, an Act of Prince Edward Island or a **R**egulation thereunder; and
(c) then returns to the same assignment, shall not have the day of absence constitute a break in service for the purposes of qualifying for a fixed term contract.

7:08 Non-instructional days, on which a Substitute Teacher is required to work, shall constitute service for the purpose of qualifying for a fixed term contract.

7:09 Substitute Teachers shall not suffer a loss in pay due to a delay in the opening or early closure of the school to which they have been assigned. No payment is required if the **S**ubstitute **Teacher** is cancelled for the day.

7:10 The Employers and the Department may provide, along with the PEI Teachers' Federation, relevant professional development and administrative training for **S**ubstitute **T**eachers during regularly scheduled professional development days for **T**eachers. Attendance at such sessions will be voluntary and without pay.

7:11 The daily rate of pay for certified Substitute Teachers shall be 70% of the applicable step 1 Cert. V based on 196 days. The daily rates are as follows:

September 1, 2018	**$194.41**
April 1, 2019	**$195.39**
September 1, 2019	**$197.34**
April, 2020	**$199.31**
September 1, 2020	**$202.30**
April 1, 2021	**$204.33**

7:12 The daily rate of pay for non-certified Substitute Teachers shall be:

September 1, 2018	**$126.23**
April 1, 2019	**$126.86**
September 1, 2019	**$128.13**
April, 2020	**$129.41**
September 1, 2020	**$131.35**
April 1, 2021	**$132.66**

7:13 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.

7:14 A Teacher is not obliged to substitute for another Teacher.

7:15 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.

7:16 Non-certified **Substitute Teachers** who are approved for a term contract shall be paid at the Certificate II rate.

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 September 1, 2018 – March 31, 2019 (1.5%)**

A. ACADEMIC:

Step	CIV	CV	CVA	CVI
1	**$47,895**	**$54,435**	**$57,708**	**$60,970**
2	**$50,178**	**$56,999**	**$60,406**	**$63,812**
3	**$52,410**	**$59,564**	**$63,162**	**$66,714**
4	**$54,656**	**$62,108**	**$65,868**	**$69,618**
5	**$56,952**	**$64,708**	**$68,586**	**$72,468**
6	**$59,194**	**$67,269**	**$71,300**	**$75,361**
7	**$61,483**	**$69,850**	**$74,055**	**$78,201**
8	**$63,719**	**$72,414**	**$76,766**	**$81,105**
9	**$66,086**	**$75,103**	**$79,615**	**$84,113**
10	**$69,221**	**$78,669**	**$83,393**	**$88,106**

1. Teachers holding Certificate II shall have the following salary: **$46,908**.

2. Teachers holding Certificate III shall have the following salary: **$55,519**.

B. CAREER AND TECHNICAL:

TYPE A & B CERTIFICATES

Step	CT1	CT2	CT3	CT4	CT5 *Old	CT5 **New
0	**$50,178**	**$54,435**	**$62,108**	**$65,868**	**$66,714**	**$69,618**
1	**$52,410**	**$56,999**	**$64,708**	**$68,586**	**$69,618**	**$72,468**
2	**$54,656**	**$59,564**	**$67,269**	**$71,300**	**$72,468**	**$75,361**
3	**$56,952**	**$62,108**	**$69,850**	**$74,055**	**$75,361**	**$78,201**
4	**$59,194**	**$64,708**	**$72,414**	**$76,766**	**$78,201**	**$81,105**
5	**$61,392**	**$67,108**	**$75,103**	**$79,615**	**$81,104**	**$84,113**
6	**$64,305**	**$70,294**	**$78,669**	**$83,393**	**$84,951**	**$88,106**

* Present Incumbents Only
**Applicable only to CT5 under the CSB standards revised in 2010 and present incumbents possessing the former CT6 certificate

Salary Scales - Effective April 1, 2019 – August 31, 2019 (0.5%)

A. ACADEMIC:

Step	CIV	CV	CVA	CVI
1	**$48,134**	**$54,708**	**$57,996**	**$61,275**
2	**$50,428**	**$57,284**	**$60,708**	**$64,131**
3	**$52,672**	**$59,862**	**$63,478**	**$67,047**
4	**$54,929**	**$62,418**	**$66,198**	**$69,966**
5	**$57,236**	**$65,032**	**$68,929**	**$72,830**
6	**$59,490**	**$67,605**	**$71,656**	**$75,738**
7	**$61,790**	**$70,200**	**$74,426**	**$78,592**
8	**$64,037**	**$72,776**	**$77,150**	**$81,510**
9	**$66,416**	**$75,478**	**$80,013**	**$84,534**
10	**$69,567**	**$79,062**	**$83,810**	**$88,547**

1. Teachers holding Certificate II shall have the following salary: **$47,143**.

2. Teachers holding Certificate III shall have the following salary: **$55,797**.

B. CAREER AND TECHNICAL:

TYPE A & B CERTIFICATES

Step	CT1	CT2	CT3	CT4	*CT5 Old	CT5 **New
0	**$50,428**	**$54,708**	**$62,418**	**$66,198**	**$67,047**	**$69,966**
1	**$52,672**	**$57,284**	**$65,032**	**$68,929**	**$69,966**	**$72,830**
2	**$54,929**	**$59,862**	**$67,605**	**$71,656**	**$72,830**	**$75,738**
3	**$57,236**	**$62,418**	**$70,200**	**$74,426**	**$75,738**	**$78,592**
4	**$59,490**	**$65,032**	**$72,776**	**$77,150**	**$78,592**	**$81,510**
5	**$61,699**	**$67,443**	**$75,478**	**$80,013**	**$81,509**	**$84,534**
6	**$64,627**	**$70,645**	**$79,062**	**$83,810**	**$85,376**	**$88,547**

* Present Incumbents Only
**Applicable only to CT5 under the CSB standards revised in 2010 and present incumbents possessing the former CT6 certificate

Salary Scales - Effective September 1, 2019 – March 31, 2020 (1%)

A. ACADEMIC:

Step	CIV	CV	CVA	CVI
1	**$48,616**	**$55,255**	**$58,576**	**$61,888**
2	**$50,933**	**$57,857**	**$61,315**	**$64,772**
3	**$53,198**	**$60,461**	**$64,113**	**$67,718**
4	**$55,478**	**$63,043**	**$66,860**	**$70,666**
5	**$57,809**	**$65,682**	**$69,618**	**$73,559**
6	**$60,085**	**$68,282**	**$72,373**	**$76,495**
7	**$62,408**	**$70,902**	**$75,170**	**$79,378**
8	**$64,678**	**$73,504**	**$77,922**	**$82,325**
9	**$67,080**	**$76,233**	**$80,813**	**$85,379**
10	**$70,263**	**$79,853**	**$84,648**	**$89,432**

1. Teachers holding Certificate II shall have the following salary: **$47,614**.

2. Teachers holding Certificate III shall have the following salary: **$56,355**.

B. CAREER AND TECHNICAL:

TYPE A & B CERTIFICATES

Step	CT1	CT2	CT3	CT4	CT5 *Old	CT5 **New
0	**$50,933**	**$55,255**	**$63,043**	**$66,860**	**$67,718**	**$70,666**
1	**$53,198**	**$57,857**	**$65,682**	**$69,618**	**$70,666**	**$73,559**
2	**$55,478**	**$60,461**	**$68,282**	**$72,373**	**$73,559**	**$76,495**
3	**$57,809**	**$63,043**	**$70,902**	**$75,170**	**$76,495**	**$79,378**
4	**$60,085**	**$65,682**	**$73,504**	**$77,922**	**$79,378**	**$82,325**
5	**$62,316**	**$68,118**	**$76,233**	**$80,813**	**$82,324**	**$85,379**
6	**$65,273**	**$71,352**	**$79,853**	**$84,648**	**$86,230**	**$89,432**

* Present Incumbents Only
**Applicable only to CT5 under the CSB standards revised in 2010 and present incumbents possessing the former CT6 certificate

Salary Scales - Effective April 1, 2020 – August 31, 2020 (1%)

A. ACADEMIC:

Step	CIV	CV	CVA	CVI
1	**$49,102**	**$55,807**	**$59,162**	**$62,507**
2	**$51,442**	**$58,436**	**$61,928**	**$65,420**
3	**$53,730**	**$61,065**	**$64,754**	**$68,395**
4	**$56,033**	**$63,673**	**$67,528**	**$71,372**
5	**$58,387**	**$66,339**	**$70,314**	**$74,294**
6	**$60,685**	**$68,964**	**$73,096**	**$77,260**
7	**$63,032**	**$71,611**	**$75,922**	**$80,171**
8	**$65,324**	**$74,239**	**$78,701**	**$83,148**
9	**$67,751**	**$76,996**	**$81,621**	**$86,233**
10	**$70,965**	**$80,651**	**$85,495**	**$90,326**

1. Teachers holding Certificate II shall have the following salary: **$48,090.**

2. Teachers holding Certificate III shall have the following salary: **$56,919.**

B. CAREER AND TECHNICAL:

TYPE A & B CERTIFICATES

Step	CT1	CT2	CT3	CT4	CT5 *Old	CT5 **New
0	**$51,442**	**$55,807**	**$63,673**	**$67,528**	**$68,395**	**$71,372**
1	**$53,730**	**$58,436**	**$66,339**	**$70,314**	**$71,372**	**$74,294**
2	**$56,033**	**$61,065**	**$68,964**	**$73,096**	**$74,294**	**$77,260**
3	**$58,387**	**$63,673**	**$71,611**	**$75,922**	**$77,260**	**$80,171**
4	**$60,685**	**$66,339**	**$74,239**	**$78,701**	**$80,171**	**$83,148**
5	**$62,939**	**$68,799**	**$76,996**	**$81,621**	**$83,147**	**$86,233**
6	**$65,926**	**$72,065**	**$80,651**	**$85,495**	**$87,092**	**$90,326**

* Present Incumbents Only
**Applicable only to CT5 under the CSB standards revised in 2010 and present incumbents possessing the former CT6 certificate

Salary Scales - Effective September 1, 2020 – March 31, 2021 (1.5%)

A. ACADEMIC:

Step	CIV	CV	CVA	CVI
1	**$49,838**	**$56,644**	**$60,050**	**$63,444**
2	**$52,214**	**$59,312**	**$62,857**	**$66,401**
3	**$54,536**	**$61,981**	**$65,725**	**$69,421**
4	**$56,874**	**$64,628**	**$68,541**	**$72,443**
5	**$59,263**	**$67,334**	**$71,369**	**$75,409**
6	**$61,596**	**$69,999**	**$74,193**	**$78,419**
7	**$63,977**	**$72,685**	**$77,060**	**$81,374**
8	**$66,304**	**$75,353**	**$79,882**	**$84,396**
9	**$68,767**	**$78,150**	**$82,845**	**$87,526**
10	**$72,030**	**$81,861**	**$86,777**	**$91,681**

1. Teachers holding Certificate II shall have the following salary: **$48,812.**

2. Teachers holding Certificate III shall have the following salary: **$57,772.**

B. CAREER AND TECHNICAL:

TYPE A & B CERTIFICATES

Step	CT1	CT2	CT3	CT4	CT5 *Old	CT5 **New
0	**$52,214**	**$56,644**	**$64,628**	**$68,541**	**$69,421**	**$72,443**
1	**$54,536**	**$59,312**	**$67,334**	**$71,369**	**$72,443**	**$75,409**
2	**$56,874**	**$61,981**	**$69,999**	**$74,193**	**$75,409**	**$78,419**
3	**$59,263**	**$64,628**	**$72,685**	**$77,060**	**$78,419**	**$81,374**
4	**$61,596**	**$67,334**	**$75,353**	**$79,882**	**$81,374**	**$84,396**
5	**$63,883**	**$69,831**	**$78,150**	**$82,845**	**$84,395**	**$87,526**
6	**$66,915**	**$73,146**	**$81,861**	**$86,777**	**$88,399**	**$91,681**

* Present Incumbents Only
**Applicable only to CT5 under the CSB standards revised in 2010 and present incumbents possessing the former CT6 certificate

Salary Scales - Effective April 1, 2021 – August 31, 2021 (1%)

A. ACADEMIC:

Step	CIV	CV	CVA	CVI
1	**$50,337**	**$57,211**	**$60,650**	**$64,079**
2	**$52,736**	**$59,905**	**$63,485**	**$67,065**
3	**$55,082**	**$62,601**	**$66,383**	**$70,115**
4	**$57,442**	**$65,274**	**$69,227**	**$73,167**
5	**$59,855**	**$68,007**	**$72,082**	**$76,163**
6	**$62,212**	**$70,699**	**$74,935**	**$79,203**
7	**$64,617**	**$73,412**	**$77,831**	**$82,188**
8	**$66,967**	**$76,106**	**$80,680**	**$85,240**
9	**$69,455**	**$78,932**	**$83,674**	**$88,401**
10	**$72,750**	**$82,679**	**$87,645**	**$92,598**

1. Teachers holding Certificate II shall have the following salary: **$49,300**.

2. Teachers holding Certificate III shall have the following salary: **$58,350**.

B. CAREER AND TECHNICAL:

TYPE A & B CERTIFICATES

Step	CT1	CT2	CT3	CT4	CT5 *Old	CT5 **New
0	**$52,736**	**$57,211**	**$65,274**	**$69,227**	**$70,115**	**$73,167**
1	**$55,082**	**$59,905**	**$68,007**	**$72,082**	**$73,167**	**$76,163**
2	**$57,442**	**$62,601**	**$70,699**	**$74,935**	**$76,163**	**$79,203**
3	**$59,855**	**$65,274**	**$73,412**	**$77,831**	**$79,203**	**$82,188**
4	**$62,212**	**$68,007**	**$76,106**	**$80,680**	**$82,188**	**$85,240**
5	**$64,522**	**$70,529**	**$78,932**	**$83,674**	**$85,239**	**$88,401**
6	**$67,584**	**$73,878**	**$82,679**	**$87,645**	**$89,283**	**$92,598**

* Present Incumbents Only
**Applicable only to CT5 under the CSB standards revised in 2010 and present incumbents possessing the former CT6 certificate

8:03 Any **T**eacher employed for less than a full year **or less than a 100% FTE** shall be paid on a pro-rata basis.

8:04 Requirements for the general levels of certification contained in this **A**greement are outlined **in Appendix P** for information purposes only.

8:05 No **T**eacher shall suffer a reduction of salary as a result of the terms of this **A**greement.

SECTION 9 - ADMINISTRATIVE ALLOWANCES AND CONDITIONS OF EMPLOYMENT

9:01 Allowances for **A**dministrative **P**ositions 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 Area Coordinator shall receive an administrative allowance of:

$2,848 effective September 1, 2018 – March 31, 2019
$2,862 effective April 1, 2019 – August 31, 2019
$2,891 effective September 1, 2019 – March 31, 2020
$2,920 effective April 1, 2020 – August 31, 2020
$2,964 effective September 1, 2020 – March 31, 2021
$2,993 effective April 1, 2021 – August 31, 2021

(c) A Teacher who is appointed Instructional Leader or Other Education Authority Based Consultant shall receive an administrative allowance of:

$8,705 effective September 1, 2018 – March 31, 2019
$8,748 effective April 1, 2019 – August 31, 2019
$8,836 effective September 1, 2019 – March 31, 2020
$8,924 effective April 1, 2020 – August 31, 2020
$9,058 effective September 1, 2020 – March 31, 2021
$9,148 effective April 1, 2021 – August 31, 2021

* Less than 100% is on a pro-rata basis, however, the minimum allowance is 40% of the base.

(d) A Teacher who is appointed Lead Consultant shall receive an administrative allowance of:

$10,881 effective September 1, 2018 – March 31, 2019
$10,935 effective April 1, 2019 – August 31, 2019
$11,045 effective September 1, 2019 – March 31, 2020
$11,155 effective April 1, 2020 – August 31, 2020
$11,322 effective September 1, 2020 – March 31, 2021
$11,436 effective April 1, 2021 – August 31, 2021

(e) A Teacher who is appointed vice-principal shall receive an administrative allowance based on 5% of the vice-principal's salary position on the salary scale plus 60% of the allowances contained in 9:01 (f).

Effective September 1, 2019:

A Teacher who is appointed vice-principal shall receive an administrative allowance based on **6%** of the vice-principal's salary position on the salary scale plus 60% of the allowances contained in 9:01 (f).

(f) A Teacher who is appointed principal shall receive an administrative allowance in accordance with the following:

Effective September 1, 2018 – March 31, 2019

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

$425 for each of the first 20 full-time equivalent Teachers supervised;
$214 for each of the next 30 full-time equivalent Teachers supervised;
$108 for each of the remaining full-time equivalent Teachers supervised; and
$54 for each of the full-time equivalents supervised in the educational assistant, youth service workers, student attendant, workplace assistant, custodial and secretarial union groups.

Effective April 1, 2019 – August 31, 2019

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

$427 for each of the first 20 full-time equivalent Teachers supervised;
$215 for each of the next 30 full-time equivalent Teachers supervised;
$108 for each of the remaining full-time equivalent Teachers supervised; and
$54 for each of the full-time equivalents supervised in the educational assistant, youth service workers, student attendant, workplace assistant, custodial and secretarial union groups.

Effective September 1, 2019 – March 31, 2020

A basic allowance of **12**% of the principal's salary position on the salary scale plus:

$432 for each of the first 20 full-time equivalent Teachers supervised;
$217 for each of the next 30 full-time equivalent Teachers supervised;
$109 for each of the remaining full-time equivalent Teachers supervised; and
$55 for each of the full-time equivalents supervised in the educational assistant, youth service workers, student attendant, workplace assistant, custodial and secretarial union groups.

Effective April 1, 2020 – August 31, 2020

A basic allowance of **12**% of the principal's salary position on the salary

scale plus:

$436 for each of the first 20 full-time equivalent Teachers supervised;
$220 for each of the next 30 full-time equivalent Teachers supervised;
$110 for each of the remaining full-time equivalent Teachers supervised; an
$55 for each of the full-time equivalents supervised in the education assistant, youth service workers, student attendant, workplace assistan custodial and secretarial union groups.

Effective September 1, 2020 – March 31, 2021

A basic allowance of **12%** of the principal's salary position on the salary scale plus:

$443 for each of the first 20 full-time equivalent Teachers supervised;
$223 for each of the next 30 full-time equivalent Teachers supervised;
$112 for each of the remaining full-time equivalent Teachers supervised; and
$56 for each of the full-time equivalents supervised in the educational assistant, youth service workers, student attendant, workplace assistant, custodial and secretarial union groups.

Effective April 1, 2021 – August 31, 2021

A basic allowance of **12%** of the principal's salary position on the salary scale plus:

$447 for each of the first 20 full-time equivalent Teachers supervised;
$225 for each of the next 30 full-time equivalent Teachers supervised;
$113 for each of the remaining full-time equivalent Teachers supervised; ar
$57 for each of the full-time equivalents supervised in the education assistant, youth service workers, student attendant, workpla assistant, custodial and secretarial union groups.

(g) For the purpose of this **A**greement, the **A**dministrative **P**ositions for which an administrative allowance shall be paid shall be those defined in Section 1:03 of this **A**greement. No Teacher may concurrently be paid for more than one (1) of these **A**dministrative **P**ositions **without prior approval from the Education Authority.**

(h) In the event that an Employer appoints a Teacher to an **A**dministrative **P**osition which is not listed in Section 1:03, or an **A**dministrative **P**osition established by the Minister, the Employer shall designate an equivalency for this position from the list of **A**dministrative **P**ositions in Section 1:03.

(i) A **T**eacher who is appointed to an **A**dministrative **P**osition, and is employed for less than a full **S**chool **Y**ear, shall have his/her annual administrative allowance determined on a pro-rata basis.

9:02 (a) Subject to 9:02 (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.

9:03 (a) All appointments to **A**dministrative **P**ositions shall be for the period of one (1) **S**chool **Y**ear. However, unless notice confirming termination or elimination of the appointment is served prior to April 15, it shall continue for the following **S**chool **Y**ear.

(b) Prior to any notice of termination or elimination being served, the Teacher shall be afforded the opportunity of meeting with the director and the Employer to discuss the reason(s) for the pending termination/elimination.

(c) Where consideration is being given to terminating the administrative appointment of a Teacher for unsatisfactory service, other than for just cause, the Employer shall ensure that the Teacher holding the **A**dministrative **P**osition is evaluated in accordance with Section 33 of this Agreement and is afforded the opportunity of discussing the contents of his/her Official **Personnel** File with the Director and the Employer.

(d) Notwithstanding (a), the administrative appointment of a Teacher may be terminated at any point for just cause.

(e) A principal or vice-principal under a permanent contract who has his/her administrative appointment eliminated shall be subject to Section 28:04.

A **principal or vice-principal** who has his/her appointment terminated, and remains under contract with the Employer, shall be subject, as a Teacher, to Section 26:01, or Section 28 if necessary.

(f) Teachers, other than principals and vice-principals, who are under a permanent contract and have their administrative appointments terminated or eliminated shall be subject to Section 26:01 as a Teacher.

(g) A **T**eacher whose regular principal/vice-principal appointment for the following School Year(s) **has been impacted** as a result of:

- re-zoning;
- **reconfiguration (e.g., grade or program offerings) other than due to a decrease in enrolment at the school;**
- school closure(s); or
- a reduction in the number of **principal or vice-principal positions** within the school or the educational authority

and who would experience a reduction in administrative allowance shall retain the administrative allowance for the two succeeding School Years. The administrative allowance shall be paid at the rate that the principal/vice-principal was receiving at the time the appointment was **impacted**.

9:04 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.

9:05 Notwithstanding 9:03 and 9:04, any appointment to an **A**dministrative **P**osition may be terminated by mutual consent of the administrator and the Employer involved.

9:06 For the purposes of this section, "serve" shall mean sent by registered mail or hand delivered on or before April 15.

9:07 It is agreed by the parties that at least one vice-principal shall be appointed for each school or **A**dministrative **C**onsolidation to which a principal is assigned.

9:08 Teachers who have **A**dministrative **P**ositions will receive up to seven (7) days **additional pay, or** in lieu **days, or a combination of both,** for days they are required to fulfill administrative duties outside the School Year. **The choice of remuneration shall be made by the Teacher. If** in lieu days **are chosen, they** shall be taken at the discretion of the Teacher.

9:09 (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.

9:10 Any appointment to an **A**cting **A**dministrative **P**osition shall not extend beyond June 30 of the School Year in which the appointment was made and is not subject to Appendix "C" and Section 28:04 of this **A**greement.

9:11 In the event that the Teacher who previously held the **A**dministrative **P**osition, to which an acting appointment has been made, cannot return to this position, the Employer shall **follow the process** in accordance with Section **26:02** of this **A**greement.

9:12 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.

9:13 (a) All openings for school based **A**cting **A**dministrative **P**ositions, other than principal, which exceed five (5) consecutive School Days in duration shall be advertised within the schools in which the openings occur.

(b) All openings for Authority office based **A**cting **A**dministrative **P**ositions which exceed 60 School Days in duration shall be advertised in the schools within the Employer's jurisdiction.

9:14 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.

9:15 Permanent Teachers who are appointed to a term principal or vice- principal position are, for the next School Year:

a) subject to 26:01; and

b) also eligible to compete for posted transfers under 28:04.

If the term position is still available for the next School Year, the appointment may be extended for that School Year by mutual consent between the Teacher and the Employer.

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 Teachers' Federation fees. P.E.I. Teachers' Federation Group Insurance Plan premiums shall be deducted from each Teacher who is a member of the plan.

11:02 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.

11:03 In the event of an overpayment of wages or other monies to a Teacher, the Teacher and the Teachers' Federation shall be informed by the Employer of the nature and extent of the overpayment along with an explanation as to why the overpayment occurred.

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. In any School Year where the total number of scheduled instructional days is fewer than 185, the total number of scheduled instructional days shall constitute a year of service. 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) A Teacher who qualifies for a higher level of experience recognition in any School Year shall be entitled to the resulting increase in salary effective the beginning of the first pay period following the date when all required documentation has been submitted to the registrar, **or evidence satisfactory to the registrar that requests and payments for all required documentation has been submitted to the registrar.**

(c) Notwithstanding (b), in instances where the Teacher has claimed teaching service from jurisdictions other than Employers in Prince Edward Island, and the Teacher who actually qualified for such experience recognition

at the beginning of the School Year, he/she shall be entitled to the higher salary as of the commencement of the School Year, providing all required documentation is received by the registrar **or evidence satisfactory to the registrar that requests and payments for all required documentation has been received by the registrar, no later than** October 31.

SECTION 13 - SERVICE GRATUITY

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

(a) 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:

1. The Teacher terminates his/her permanent contract at age fifty-five (55) or more; or

2. The Teacher terminates his/her permanent contract having thirty (30) or more years of service; or

3. The Teacher's employment terminates because of disability, or death.

(b) A Teacher who has his/her contract terminated under Section 66 of the *Education Act* and has five (5) or more years of continuous service immediately prior to employment termination.

(c) A service gratuity shall not be payable until such time as the Teacher's recall rights pursuant to Section 30:03 has lapsed or the Teacher waives his/her recall rights.

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 **A**cting **A**dministrative **P**osition 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 66 of the Education 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 his/her 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 **$7.40** per Teachers' Federation member per month to the P.E.I. Teachers' Federation Group Insurance Trust Fund for the purpose of providing **equal amounts of** basic life insurance and 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 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. 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 14:06 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.

14:07 The group insurance 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 options

available, the parties to this Agreement agree to continue 50%/50% cost-sharing on the options, provided that benefits in these options are not increased.

14:08 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.

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 **B**ase **S**chool 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 **E**xtra-**C**urricular **A**ctivities, 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 **E**xtra-**C**urricular **A**ctivities 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 **E**xtra-**C**urricular **A**ctivities, which occur away from his/her **B**ase **S**chool, shall be as per Treasury Board's **R**egulations and policies on travel, specifically policies 17.02 and 17.03.

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 **A**dministrative **C**onsolidation shall have that school established as a **B**ase **S**chool 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. **The Employer shall not divide a position into two or more part-time positions for the purpose of denying a travel allowance.**

16:05 A Teacher who is on Department committee business or Employer approved business or Employer approved and/or sponsored curricular or **E**xtra-**C**urricular **A**ctivities will be paid a meal allowance according to the rates established from time to time by the Provincial Government.

In-province lunch 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 **E**xtra-**C**urricular **A**ctivities, 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, as soon as possible, 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 A Teacher may not make a claim under this section for meals or accommodations when they have been provided by the Department, the Employer, or any sponsoring agency. A Teacher may not make a claim for a travel allowance if he/she has not incurred any travel expenses related to 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) Full Time Teachers shall accumulate sick leave credits at the rate of 15 days per School Year to a maximum of 199 days. Part Time Teachers shall accrue sick leave on a pro-rata basis.

(b) A Teacher employed under a permanent or probationary contract, who has utilized all accumulated sick leave, shall be entitled to an advance of fifteen (15) days of sick leave upon written request to the Employer by the Teacher. A Teacher employed on a fixed term contract shall be entitled to an advance of sick leave equivalent to what he/she would earn in the balance of his/her contract.

(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 **R**egulation, 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), sick leave shall be granted if the Employer agrees to terminate a Teacher contract on the recommendation of a medical authority.

17:06 The Employer shall keep a record of the sick days used in a current School Year by each **Teacher and shall ensure Teachers have timely access to information on their accumulated sick leave**.

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 **A**greement, 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. **For leaves beyond one (1) year, a Teacher may request a leave pursuant to s. 20:05(b).**

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 **A**greement. 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 **seventeen** (**17**) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the Teacher is eligible to receive and eighty-**five** percent (**85**%) 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 **seventeen** (**17**) weeks.

(c) A Teacher mentioned in (a), who is accessing maternity, parental or adoption leave, who is subject to a waiting period of **one** (**1**) week before receiving EI benefits, shall receive an allowance equivalent to eighty-**five** percent (**85**%) of her/his weekly rate of pay for each week of the **one** (**1**) 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 **seventeen (17)** 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 **T**eacher may enter into a mutual **A**greement 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 **T**eacher should no longer be working **for medical reasons related to the Teacher's pregnancy**.

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 Education Act.

(b) In the event that the period of leave extends beyond the School Year in which the leave is granted and subject to 28:02 (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 shall make arrangements with the insurance plan administrator for payment of the Teacher's share during the term of the leave (e.g. post-dated cheques or direct debit).

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 advertised on the Department's or Employer's website.

(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 shall have all the rights and benefits extended to Teachers under this **A**greement except the work year. The work year shall be in accordance with the secondment **A**greement, 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 **A**greement.

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) A Teacher who is seconded to the Department for a period exceeding three years shall be returned, following the expiration of the period of secondment, to a **S**imilar **P**osition with the Employer.

(b) A Teacher who is seconded to an employer other than the Department for a period exceeding two years shall be returned, following the expiration of the period of secondment, to a **S**imilar **P**osition with the Employer.

(c) A school administrator who is seconded to the Department for a period exceeding three years shall be returned, following the expiration of the period of secondment, to a teaching position with the Employer; however, the administrator shall have the right to apply for administrative vacancies pursuant to the transfer process in 28:04 in respect to the School Year for which he/she is returning.

(d) A school administrator who is seconded to an employer other than the Department for a period exceeding two years shall be returned, following the expiration of the period of secondment, to a teaching position with the Employer; however, the administrator shall have the right to apply for administrative vacancies pursuant to the transfer process in 28:04 in respect to the School Year for which he/she is returning.

19:05 Agreement 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 (parent includes a natural parent, stepparent, guardian, foster parent and any person(s) standing in loco parentis);
- **S**pouse; or,
- child or stepchild.

(b) A Teacher shall be granted four (4) 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 Teacher's brother, sister, step-brother, step-sister, **fiancé, fiancée, or foster child**.

(c) 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:

- 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.

(d) A Teacher shall be granted bereavement leave with pay for one (1) day to attend the funeral of an aunt, uncle, niece or nephew.

(e) Where there are exceptional circumstances, or where a funeral or memorial/burial service is to take place **outside of the province**, a further leave 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), (b) and (c).

(f) Notwithstanding the timeframe for taking leave days established in 20:01 (a-c), where a funeral or memorial/burial service is to take place beyond the seven (7) days after the death, one or more of the leave days to which a Teacher is entitled pursuant to 20:01 (a-c) may be taken after that period to attend the funeral or memorial/burial service.

This provision shall not result in additional School Days absent beyond what would have occurred under the usual operation of 20:01 (a-c) (e.g. a death occurring in July cannot result in 20:01 leave days.)

20:02 Up to one (1) day of leave with pay shall be granted to a Teacher to attend a funeral in an official capacity. This leave shall not be in addition to any leave under 20:01.

20:03 (a) A Teacher shall be granted three (3) days of leave per year, with pay, for personal reasons. Eligibility for this leave is left to the discretion of the Teacher. Access to this leave shall be arranged in advance through the Teacher's principal/vice principal and shall be subject to operational requirements as defined in Appendix "M". Such paid leave shall not be granted for the purposes of extending a **V**acation or **H**oliday **P**eriod as defined in Section 1.

(b) A fixed term Teacher shall be entitled to access days pursuant to (a) as follows:

- A fixed term Teacher employed for 60 or more School Days shall be entitled to access one day;

- A fixed term Teacher employed for 90 or more School Days shall be entitled to access one and a half days;
- A fixed term Teacher employed for 120 or more School Days shall be entitled to access two days; and
- A fixed term Teacher employed for 160 or more School Days shall be entitled to access three days.

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 Employer. A maximum of ten (10) 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, **S**pouse, dependant child, and also includes a relative(s) who permanently resides with the Teacher.

20:05 (a) Under special circumstances, a Teacher may request days of paid leave. Access to this leave shall, where feasible, be arranged in advance. The granting of such leaves shall be at the discretion of the Employer.

(b) A Teacher may request days of unpaid leave. The granting of such leaves shall be subject to operational requirements as defined in Appendix "M". Requests for such leaves shall be made in advance.

20:06 Where an Act of Canada, an Act of Prince Edward Island or a **R**egulation 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 A Teacher who is not accessing top-up **at the time of birth or adoption** pursuant to section 18:02 shall be granted two (2) days leave with pay on the occasion of the birth or adoption of his/her child, provided the birth or adoption occurs during the course of the School Year.

20:08 Leaves under this section shall not be unreasonably requested by the Teacher or unreasonably withheld by the Employer.

20:09 The Employer will acknowledge receipt of leave requests under this Section within seven (7) days of receipt and provide a response within a reasonable time.

SECTION 21 - PROFESSIONAL LEAVE

21:01 (a) The Employer shall grant three (3) days per year to each Teacher to attend professional **development opportunities** or conventions arranged by or under the auspices of the Teachers' Federation.

(b) Two (2) days per year shall be granted for professional **development opportunities** arranged jointly by the Teachers' Federation, the Department and the Employers.

(c) The planning, implementation and evaluation of these programs for the two (2) additional days shall be shared equally by the parties involved **and they will be financed through the Professional Development Assistance Program outlined in s. 40.**

21:02 Teachers may utilize **days in 21:01(b)** to engage in a **self-directed** professional development.

Permission to engage in a **self-directed** professional development activity in lieu of an activity planned under Subsection 21:01 (b) may be granted by the Employer**,** or the Employer's designate, provided the Teacher submits a written application to the **Employer, or the Employer's designate,** at least fifteen (15) days prior to the date of the activity.

The written application shall contain a full description of the **self-directed** professional development activity planned and an indication of any proposed follow-up activity. A copy of the application form for **Self-Directed** Professional Development Activities is contained in Appendix D.

One Teacher may complete the application in Appendix D for a group of Teachers involved in the same self-directed professional development activity. A group application must include the names of each Teacher participating in the activity and the application shall be signed by each in acknowledgement of her/his consent to participate.

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 **attends the full professional development opportunity and** complies with the provisions of **this** Section.

(b) In the event that a Teacher does not **attend the full opportunity or does not** comply with the provisions of **this** Section 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.

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 **S**imilar **P**osition 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 **A**greement, the *Education Act* and Regulations, and policies and **R**egulations 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 March 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 (a) Subject to 28:02 (a), a **T**eacher granted a leave of absence shall receive a written guarantee from the Employer that the **T**eacher will be returned to a position in the school in which the **T**eacher taught prior to the leave, except in those instances where the **T**eacher and the Employer mutually agree to an alternate assignment.

(b) A Teacher who is granted **leave to work within the Island's K to 12 public education system may be granted** successive leaves of absence**, if requested, to continue that work. Such requests shall not be unreasonably denied.**

(c) **Teachers returning to the Employer after leaves of absence in excess of two years are subject to Section 26.**

(d) Subject to 9:03, a **principal or vice-principal** granted a leave of absence shall receive a written guarantee from the Employer that he/she will be returned to the **A**dministrative **P**osition he/she had prior to the leave, except in those instances where the **principal or vice-principal** and the Employer mutually agree to an alternate assignment.

(e) A **principal or vice-principal** who is granted successive leaves of absence in excess of two years shall be guaranteed a teaching position with the Employer; however, the **principal or vice-principal** shall have the right to apply for administrative vacancies pursuant to the transfer process in Section 28:04 in respect to the **S**chool **Y**ear for which he/she is returning.

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 the Regulations pursuant to the *Education 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 (a) A Teacher on a permanent contract who is offered an appointment to a position at an Authority office, including an excluded position, shall request a leave of absence from his/her teaching/Administrative Position with the school board.

(b) If the leave of absence is granted, the leave shall be for a maximum of two years. Teachers remaining in a position at the Authority office beyond two years shall have the Authority office deemed as their **B**ase **S**chool, for the purposes of this subsection, and shall then be subject to 28:05 for transfer purposes.

22:08 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 (½) 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 **director** on or before January 31 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 31 under special circumstances.

(b) Written acceptance, or denial, of the Teacher's request, with explanation, shall be forwarded to the Teacher by April 30 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 instalments 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 15 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 *Education 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 28:02 (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 - PUBLIC OFFICE

24:01 For the purpose of this section, "formal candidates" shall mean those persons who have filed nomination papers under the Federal or Provincial *Election Act.*

24:02 A Teacher who is a formal candidate for public office shall be granted a leave of absence without pay to campaign for such office.

24:03 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.

24:04 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.

24:05 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.

24:06 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.

24:07 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 **S**imilar **P**osition 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 24:05 (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 24:07 (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 24:07 (b).

24:08 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 the Regulations pursuant to the *Education Act* prior to the leave shall be given a permanent contract when he/she returns.

SECTION 25 - NOTIFICATION OF INTENTION

25:01 Pursuant to Section 64 of the *Education 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.

25:02 Teachers who are aware of their intentions prior to the date indicated in 25:01 should indicate such intention to the Employer.

25:03 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 26 - TEACHER STAFFING

26:01 The Employer agrees to provide for the following order of priority in the placement and employment of **T**eachers up to June 15th:

1. Permanent and probationary **T**eachers presently assigned in schools and **T**eachers 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. (A) The Employer shall then proceed with the assignment process; and

   (B) The Employer shall simultaneously 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 **T**eacher being appropriate for compassionate reasons;
   - all **T**eachers returning from a leave of more than two years or secondment of more than three years;
   - a **T**eacher being placed through recall; or
   - other bona fide operational requirements;

3. Provide permanent and probationary part-time **T**eachers the opportunity to increase their contractual percentage within their school where desired by the **T**eacher 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 28:03.

   The Employer shall post the positions for a minimum of three (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 28:03 of this Agreement.

   Once a Teacher has accepted a posted transfer, he/she shall be deemed ineligible from applying for further transfer in that School Year, unless permission is granted by the Employer; and

5. For any positions not filled **through steps 1 to 4,** the Employer may fill with a new probationary or new permanent **T**eacher.

26:02 **After June 15th, t**he Employer may fill any permanent vacancies**:**

(a) **by** increas**ing** the contractual percentage of existing permanent and probationary part-time Teachers within their school, **or**

(b) with a new probationary or new permanent Teacher**.**

26:03 For open competitions, 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.

26:04 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.

26:05 The June 15th deadline may be extended by mutual consent between the Employer and the Teachers' Federation.

26:06 Administrative Positions

(a) Administrative Positions shall initially be made available for transfer pursuant to Section 28:04 **or 28:05**. Positions posted for open prior to June **15th** 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 **15th**, **the Employer may post** openings for **Administrative Position**s **as open to the public, or open for transfer pursuant to section 28:04 or 28:05**. Notices regarding such openings shall be posted on the Employer's website. **Teachers may apply for open Administrative Positions under this Subsection.**

(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 9.

(d) **Once the Teacher has accepted a posted transfer to an Administrative Position, he/she shall be deemed ineligible from applying for further transfer in that School Year, unless permission is granted by the Employer.**

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 **B**ase **S**chool for such Teacher.

27:02 (a) Subject to Section 28:02 (a), 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 **S**eniority with an Employer(s) in Prince Edward Island 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 25 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. The principal shall forward a list of the assignments of all Teachers under the principal's supervision to the Director 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 25, the Employer shall contact the Teacher at the earliest possible opportunity and discuss the potential change in assignment.

Notwithstanding the preceding, any change in the assignment of a Teacher which has not been made known to the Teacher prior to the 8th School Day of the School Year, shall be made only with the mutual consent of the Teacher.

SECTION 28 - TEACHER TRANSFERS

For the purpose of this section, transfer means a change in position from one school to another operated by an Employer after first having been employed by the Employer **for the applicable School Year**.

School buildings within Administrative Consolidations shall be considered as individual schools for purposes of this section.

28:01 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 Director and principals involved.

28:02 (a) Notwithstanding 28:01, a **T**eacher 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;

3. A change in curriculum makes the position non-existent;

4. As a result of being displaced by the transfer, under this subsection, of a more senior Teacher from another school; or

5. All Teachers returning from a leave of more than two years or a secondment of more than three years.

(b) If a transfer is to occur under this subsection, the Teacher involved shall be advised in writing by 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. 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.

(c) Notwithstanding (b), the Employer shall seek a volunteer(s) to transfer under this subsection. A volunteer shall be made aware of the position(s) available and the transfer shall only occur by mutual consent.

(d) If no suitable volunteer is found, or there is no mutual consent under 28:02 (c), the Employer shall transfer the Teacher**, in the school affected, who has the least Seniority**, provided the Teachers retained have the qualifications, ability and suitability for the positions remaining in the school.

(e) Where in the opinion of the Employer the Teacher possesses the qualifications, ability and suitability for a particular position, the Teacher may be transferred to another school operated by the Employer. Transfers shall be in the following order of priority:

(i) mutually agreed upon open position;
(ii) **S**imilar **P**osition open within the Employer, if available;
(iii) open position within a distance that is:
fifty (50) kms of where the Teacher currently works; or
the next closest school,
whichever is farther;
(iv) position held by a probationary Teacher within a distance that is:
fifty (50) kms of where the Teacher currently works; or
the next closest school,
whichever is farther;
(v) an open position in a school operated by the Employer; or
(vi) a position in a school operated by the Employer held by a probationary Teacher.

Cases (iv) and (vi) shall only occur when the Teacher being transferred is a permanent Teacher. The decision of which probationary Teacher will be affected will be made at the discretion of the Employer. All other factors being equal, the Employer shall generally displace a first year probationary Teacher over a second year probationary Teacher.

(f) If a situation arises under 28:02 (a) after September 1, and a transfer is to occur, the transfer shall be for one year, unless there is mutual consent between the Teacher and the Employer to make the transfer permanent.

The Employer shall follow the provisions under this subsection, but may forgo **S**eniority and/or the displacement of a probationary Teacher when the Employer can create less disruption for Teachers and students by transferring a Teacher without changing his/her assignment. A change in assignment may occur, however, if it is the Teacher with the least **S**eniority, as per (d) being transferred.

28:03 (a) A Teacher may initiate a request to transfer to any position posted in accordance with Subsection 26:01 of this Agreement.

(b) The decision of the Employer with respect to the request initiated under Subsection 28:03 (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 **S**eniority with the Employer shall be granted the transfer.

28:04 (a) A Teacher who holds a principal or vice-principal position may be transferred, or request a transfer, to either a principal or vice-principal position, if the **Teacher** meets the minimum qualifications established for the position. Such transfers shall be made under the provisions of this section.

(b) Principals and vice-principals who are eligible to be transferred as per Sub-Section 9:03 (e) may be placed, or compete for a placement, prior to vacant principal/vice-principal positions being posted for transfer. Principals and vice-principals who are placed through this process are still eligible to apply for posted transfer opportunities.

(c) Principals and vice-principals who do not have a position through the process in (b) shall be subject to Section 26:01 as a **T**eacher and shall be under (b) in the two succeeding School Years.

(d) If the number of vice-principal positions in a school is reduced, the reduction is subject to Subsection 9:07 and this Section. For the purposes of this subsection only, notwithstanding Subsection 1:16, "Seniority" shall mean the length of time the Teacher has held a principal and/or vice-principal position(s) with the Employer.

(e) **Teachers in an acting principal or vice-principal position** do not qualify for a transfer under **this Sub**section.

28:05 Teachers who hold an Administrative Position as Lead Consultant, Education Authority Consultant, or Coach with their Employer, may be transferred or request a transfer to one of these positions, where available, provided the Teacher has the qualifications, ability and suitability for the position. Such transfer shall be made under the provisions of this Section. If the transfer is initiated by the Employer, the Teacher is still eligible to apply for posted transfer opportunities.

28:06 A Teacher under a permanent contract who accepts an appointment to a position at the Authority office, including an excluded position, shall be returned from his/her leave of absence in the event the position at the Authority office is eliminated within the first two years.

If the Authority office position is deleted after two years, the Teacher, shall be entitled to a placement pursuant to the hierarchy set out in Section 28:02 (e). If the Teacher was a school administrator prior to transferring to the Authority office, the Teacher shall be entitled to apply for school administrator vacancies pursuant to the process in 28:04 for a period of two (2) years after the Authority office position is eliminated.

28:07 For greater certainty, Section 28 does not apply to the Department Head positions and Area Coordinator positions.

SECTION 29 - TEACHER EXCHANGE

29:01 (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 28:02 (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.

29:02 (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 **same Education Authority**. A Teacher holding an **A**dministrative **P**osition may exchange that position only with a Teacher holding an equivalent position in another school **operated by the same Education Authority**.

(b) An exchange **under subsection (a)** shall be for no more than a period of one (1) School Year.

(c) Subject to 28:02 (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.

29:03 An exchange pursuant to 29:01 or 29:02 may be made permanent with the mutual agreement of the Employer(s) and the exchanging Teachers. A request to continue the exchange for another year or to make it permanent shall be made no later than April 1.

SECTION 30 - CONTRACT TERMINATION - SECTION 66 OF EDUCATION ACT

30:01 Each Employer shall maintain a policy to provide for the orderly layoff of Teachers under Section 66 of the *Education Act* and shall provide the Teachers' Federation with a copy of this policy and any changes thereto. Such policy must be consistent with Section 30 of this **A**greement.

30:02 (a) Before the contract of a Teacher may be terminated by an Employer under Section 66 of the *Education Act*, every effort must be made to locate a position for which the said Teacher is qualified.

(b) If it becomes necessary to lay off a Teacher(s) pursuant to Section 66 of the *Education 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.

(c) The Employer shall retain Teachers employed under a permanent contract over probationary Teachers where in the opinion of the Employer the permanent Teacher(s) has the qualifications, ability and suitability for the teaching position(s).

(d) Where in the opinion of the Employer, qualifications, ability and suitability are equal, the Teacher(s) with more **Seniority** with the Employer shall be retained and the Teacher(s) with less service with the Employer shall be laid off.

(e) **Where the Teachers in question have the same Seniority, the decision regarding which Teacher is to be retained and which Teacher is to be laid off shall be made by a coin toss.**

30:03 (a) A permanent Teacher whose contract is terminated under Section 66 of the *Education 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 **S**eniority 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.

30:04 Notwithstanding 26:01 (b), a probationary Teacher who is not continuing employment due to Section 66 of the *Education 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.

30:05 Teachers who have their contract terminated under this section shall have their **S**eniority reinstated if they are re-hired by an Employer in Prince Edward Island in a permanent position within two (2) years after the termination.

SECTION 31 - CONTRACTING OUT

31:01 The Employer shall not contract out any teaching function regularly performed **by instructional personnel** to any person(s) or firm **while there are instructional personnel who are qualified and competent to perform the function. Any contract made under this section shall be limited to a maximum of one School Year, unless there is mutual agreement between the Teachers' Federation and the Employer.**

31:02 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.

31:03 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 32 - OFFICIAL PERSONNEL FILE

32:01 (a) The Employer shall maintain an Official **Personnel** File of every Teacher under its authority. Such file, which shall be designated as the Official **Personnel** 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.

4. **Notwithstanding subsections 32:01(b)3., the record shall not include routine access by the Employer and/or its designate for routine administrative purposes such as filing and verification of data (i.e., payroll, leave, contract details).**

32:02 Only information that has been entered into the Official **Personnel** File in accordance with the provisions of this **A**greement may be used against the Teacher in cases of discipline, suspension, and/or dismissal.

32:03 (a) Before any evaluation report is entered in the Teacher's Official **Personnel** 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 32:03 (a), in the event a Teacher refuses to sign an evaluation report, the **director** may enter the report in the Teacher's Official **Personnel** 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.

32:04 (a) No comment, note, or report shall be entered in the Teacher's Official **Personnel** File without the Teacher's acknowledgement as set forth in Section 32:03 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.

32:05 Upon termination of employment, the Teacher's Official **Personnel** 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 **A**greement, the personnel file shall be transferred to the new Employer.

32:06 Any unfavourable material as provided in 32:03 and 32:04 shall be entered in the Teacher's Official **Personnel** File in a temporary manner and shall be removed from the file after the material has been on file for four (4) 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 four (4) 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.

32:07 A Teacher may invoke the grievance procedures in the manner provided by Section 42 respecting any dispute arising from the contents of his/her Official **Personnel** File.

SECTION 33 - TEACHER EVALUATION

33:01 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.

For the purpose of this section:

1. **F**ormative evaluation shall mean a process of evaluation **of a Teacher's general performance. A formative evaluation may concentrate on a limited area of performance, or number of areas of performance.** Such process shall ensure that:

   - at the outset, the Teacher and the evaluator identify the type, the purpose and process of the evaluation;

   - the Teacher receives feedback from the evaluation which is constructive and non-threatening; and

   - the Teacher is provided with a meaningful opportunity to learn by responding to suggestions for change, participating in in-service opportunities and collegial assistance.

2. **S**ummative evaluation shall mean a process of evaluation **to document a Teacher's performance, identify areas needing improvement and provide necessary feedback for growth and/or to correct deficiencies.** Such process shall ensure that:

   - at the outset, the Teacher and the evaluator identify the type, the purpose and process of the evaluation;

   - data is collected in a systematic manner and the Teacher receives general feedback in a positive manner;

- the Teacher has a meaningful opportunity to learn and respond to the contents of the data collected;

- 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;

- all information is well documented and made available to the Teacher in accordance with Section 32 of this **A**greement; and

- summative evaluation occurs only upon the written request of the Teacher, the school principal, the **director,** or the Employer.

33:02 A Teacher may request that a **formative** 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.

33:03 A Teacher shall receive a copy of his/her evaluation within thirty (30) days of completion of the evaluation.

33:04 Anyone having input into a Teacher's evaluation must be identified to the Teacher at the outset of the evaluation. If input will be sought during an evaluation by someone not identified at the outset, the individual(s) will be identified to the Teacher prior to any information being gathered on the Teacher by the individual.

33:05 Evaluations shall be carried out by the Teacher's Employer.

33:06 Probationary Teachers who, as a result of taking an approved leave, are in attendance for less than 115 School Days in any one School Year, may be required to complete an additional period of time during the following School Year in order to complete an evaluation in the probationary period for that year. The total combined evaluation time shall not exceed 150 days.

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 permanent Teacher having five 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, **or evidence satisfactory to the registrar that requests and payments for 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 **or evidence satisfactory to the registrar that requests and payments for all required documentation has been received by the registrar no later than** October 1.

SECTION 36 - TERMS AND CONDITIONS OF EMPLOYMENT

36:01 Auxiliary Personnel

The following shall govern the use of **A**uxiliary **P**ersonnel:

(a) The function of **A**uxiliary **P**ersonnel 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 **A**uxiliary **P**ersonnel;

(c) Auxiliary **P**ersonnel 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 **A**uxiliary **P**ersonnel;

(e) Auxiliary **P**ersonnel 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, **A**uxiliary **P**ersonnel 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 **T**eacher has the right to a minimum of fifty percent (50%) of the scheduled noon interval free from supervision duties **and employer-mandated meetings or employer-mandated activities. In an emergency situation, an Employer may require Teachers to attend a meeting during the noon interval.**

(c) It is recognized by the parties that supervision duties may be carried out by **A**uxiliary **P**ersonnel **at the direction of the Employer**.

(d) A Teacher is not obliged to supervise for another Teacher, except in an emergency situation.

36:03 Preparation Time

The parties to this **A**greement 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/Education Authority 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.

(c) The Employers recognize that Teachers should not be subjected to regular occurrences of violence or assault from a student(s). All reports to an Employer by a Teacher or the Teachers' Federation shall be investigated by the Employer. In all cases where there is a regular occurrence of violence or assault, the Employer shall take corrective action up to, and including, removal of the student from the regular classroom setting for the remainder of the School Year.

36:05 Equal Opportunity

The Employer agrees that there shall be no discrimination with respect to any Teacher in the matter of hiring, wage rates, training, assignment, transfer, layoff, recall, discipline, or otherwise by reason of age, colour, creed, disability, ethnic or national origin, family status, gender expression, gender identity, marital status, political belief, race, religion, sex, sexual orientation, or source of income of any individual or class of individuals or any other prohibited ground under the Prince Edward Island Human Rights Act.

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**/or** the Employer **and/**or by the **Department**. **The Employer shall remunerate a part-time Teacher for any extra time in attendance at these activities in excess of the time for which the Teacher is contracted, with the exception of the Area Association Professional Development Day.**

(d) Remuneration accruing to the Teacher under 36:06 shall be paid, when administratively possible, on the next regularly scheduled pay period.

(e) The **E**mployer 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.

36:09 School Year

(a) The School Year shall begin no earlier than September 1 and end no later than June 30 of the following calendar year, unless there is mutual consent between the Teachers' Federation and the Minister.

(b) A School Year shall include in-service, professional development, and administrative days for the following purposes:

- **i. Orientation for Teachers**
- **ii. Administrative days for Teachers**
- **iii. Parent-Teacher interviews; and**
- **iv. Day prescribed elsewhere in this MOA and/or determined by the Minister.**

(c) Notwithstanding any other provision in this MOA, an Employer may give approval to a school to carry out professional development programs for one-half of any day designated for parent-Teacher interviews;

(d) Where an Employer cancels classes at any school as per the *Education Act* and its Regulations, those days shall be counted as School Days.

36:10 Staff Meetings

(a) At the beginning of the School Year, and following consultation with Teachers in the School, the principal shall establish a staff meeting schedule. Subject to subsection (b), there shall be no more than one (1) regular staff meeting per month or ten (10) regular staff meetings in a School Year.

(b) A principal may schedule a special staff meeting that is in addition to the regular staff meeting in exceptional circumstances or where the Teachers agree to a principal's request for such additional meeting.

(c) Staff meeting content shall be at the discretion of the principal; however, Teachers shall be entitled, to the extent reasonable, to place items for discussion on the agenda.

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 **E**xtra-**C**urricular **A**ctivities as being worthwhile and agree that the participation of a Teacher in **E**xtra-**C**urricular **A**ctivities shall be on a voluntary basis.

38:02 In the event a Teacher who is participating in Extra-Curricular Activities decides to cease volunteering, she/he will provide her/his principal or vice-principal as much notice as possible of this decision in advance of ceasing her/his participation.

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 **A**greement; 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 **A**greement.

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 – PROFESSIONAL DEVELOPMENT ASSISTANCE PROGRAM

40:01 There shall be a joint committee established by the parties to this **A**greement hereinafter called the Professional Development Assistance Program Committee whose duties and responsibilities shall be as provided in Sections 40:02 to 40:05. The chairperson of this committee shall be from the Department.

40:02 The Professional Development Assistance Program Committee must meet at least once on or before October 1 of each School Year. The responsibility of calling meetings is left to the chairperson of the committee.

40:03 The duties of the Professional Development Assistance Program Committee will be:

(a) To facilitate planning **and funding** for the two joint professional days (21:01 **(b)**).

(b) To receive applications for financial assistance for in-service activities submitted **solely or** jointly by the Department, an Employer**,** an Area Association **and/**or the Teachers' Federation.

(c) In the event that the monies are not fully expended through the initial applications, the Committee may:

1. Provide additional funding for any of the successful applications.

2. Devise and sponsor a program which will provide Teachers with an incentive to participate in an in-service activity; and/or

3. By unanimous consent of the committee members, utilize any remaining monies on in-service programs, or professional development, in areas that the committee deems are appropriate; **and,**

(d) Receive final or progress reports from successful applicants prior to May 31 of each School Year.

40:04 Successful applicants shall submit prior to May 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.

40:05 The recommendations of the Professional Development Assistance Program Committee shall be subject to ratification by the Minister.

40:06 The Minister shall budget $50,000 in each School Year to be used for the maintenance of this program or its successor.

SECTION 41 - IN-SERVICE

41:01 (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 resource(s) 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. It shall also mean any professional development that an Education Authority or the Department has deemed mandatory for Teachers.

41:02 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.

41:03 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.

41:04 All Teachers who are involved in teaching a new program shall be **required,** during a School Day, to participate directly in the initial in-service program provided.

For the purposes of this section, in-service programs shall be offered within the hours of 9:00 am to 3:30 pm.

41:05 No Teacher shall be compelled to attend any in-service program which is held on a day other than a regular School Day.

41:06 Where an in-service is postponed for any reason it shall be rescheduled and provided as per this section.

SECTION 42 - GRIEVANCE PROCEDURE

42:01 The parties to this **A**greement agree that a grievance means a dispute or difference of opinion concerning the application, interpretation or alleged violation of any provision of this **A**greement and disciplinary actions.

42:02 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.

42:03 Grievances shall be processed as hereinafter set forth.

42:04 Step One:

The aggrieved party shall, within thirty (30) 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 Director in the event the grievance is filed against an Employer; or

(b) The Deputy Minister of Education, Early Learning and Culture 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 meet with the aggrieved party and/or his/her representative **at a mutually agreeable time** within **fourteen (14)** calendar days of receiving the written notice. 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) Where the aggrieved party is a Teacher, the reference to arbitration may only be made by the Teacher's Federation. The Teacher's Federation shall have full authority over the grievance, including the authority to withdraw or settle the grievance.

(c) A grievance referred by an aggrieved party to a Grievance Review Board shall contain the section(s) of the **A**greement 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.

42:05 (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) The arbitration procedure outlined above applies only to the arbitration of grievances.

42:06 The time limits provided in sections 42:04 and 42:05 may be extended or shortened by mutual consent.

42:07 The parties may, upon mutual agreement, refer any outstanding grievance to mediation or other alternative dispute resolution mechanism in an effort to find a collaborative resolution to the dispute.

SECTION 43 – DISCIPLINE

43:01 The Employer may discipline a Teacher for just cause or unsatisfactory service.

43:02 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 Education Act;

d) dismissal in accordance with the provisions of the Education Act; or

e) a combination of two or more of the above forms of discipline.

43:03 (a) When a Teacher is requested to meet with the Employer on a matter that will probably lead to discipline of that Teacher, the Employer will inform the Teacher of the right to have a representative, or designate, of the Teachers' Federation present.

(b) Where administratively feasible, the Teacher shall be given not less than twenty-four (24) hours notice of such meeting.

(c) The Teachers' Federation shall act with reasonable diligence in the provision of representation to a Teacher requesting such in respect of the above circumstance. Where the Teachers' Federation is delayed in their ability to provide representation, they shall advise the Employer with a request that the meeting be deferred. Where feasible to do so, the Employer shall defer the meeting.

43:04 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.

43:05 A Teacher who is disciplined by the **E**mployer has the right to invoke the grievance procedures in the manner provided by Section 42 should the Teacher wish to challenge the imposition of the disciplinary action taken by the **E**mployer.

43:06 A Grievance Review Board established in accordance with the provisions of Section 42 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.

43:07 The parties agree that the concept of progressive discipline should be practiced by the **E**mployer 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.

43:08 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 **A**greement.

43:09 **Subject to the *Education Act*, and just cause, a**n Employer may **put a Teacher on paid administrative leave when it is not appropriate for the Teacher to be at work**.

SECTION 44 - TEACHER CONTRACT FORMS

44:01 The Teacher Contract Forms are outlined for reference purposes in Appendix B of this Agreement.

44:02 A Teacher shall receive written confirmation of the type of contract related to the position that the Teacher has been hired for upon hiring.

44:03

a) A Teacher hired before the start of the School Year, wherever reasonably possible, will be provided the appropriate form of contract for the Teacher's signature no later than the first day of school.

b) A Teacher hired on or after the first day of the School Year will be provided the appropriate form of contract for the Teacher's signature within 30 days of hiring.

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 Instructional Leaders, 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 **S**imilar **P**osition.

APPENDIX "B"

Province of Prince Edward Island

Form 7A - Probationary Contract
(Instructional Personnel)

THIS AGREEMENT made this _____ day of _____, 20 ____

BETWEEN: _____ Education Authority, a body corporate pursuant to the *Education Act* (hereinafter referred to as the "Education Authority")

AND: _____, of

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

WHEREAS the Education Authority wishes to hire the Teacher;

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

AND WHEREAS the Education Authority and its employees are subject to the provisions of the *Education Act* and the **R**egulations;

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

1. The Education Authority hereby employs the Teacher and the Teacher agrees to perform the duties of a Teacher for the Education Authority, 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 **A**greement 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 **R**egulations and to teach such subjects and to perform such duties as may be assigned by the Education Authority or the principal.

6. The Teacher agrees further that this contract is subject to the collective **A**greement.

7. Notwithstanding anything herein to the contrary, this contract may be terminated as provided in Section 64 of the *Act*.

Signed, sealed and delivered by the Teacher and by the Education Authority as of the date above written.

Education Authority

_____ _____
Witness

_____ _____
Witness Teacher

Distribution: Copy 1 - Education Authority 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: _____ Education Authority, a body corporate pursuant to the *Education Act* (hereinafter referred to as the "Education Authority")

AND: _____, of

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

WHEREAS the Education Authority 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 Education Authority on the terms and conditions herein contained;

AND WHEREAS the Education Authority and its employees are subject to the provisions of the *Education Act* and the **R**egulations;

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

1. The Education Authority hereby employs the Teacher and the Teacher agrees to perform the duties of a Teacher for the Education Authority, 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 **A**greement 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 **R**egulations and to teach such subjects and to perform such duties as may be assigned by the Education Authority or the principal.

6. The Teacher agrees further that this contract is subject to the collective **A**greement.

7. Notwithstanding anything herein to the contrary, this contract may be terminated as provided in Section 64 of the *Act.*

Signed, sealed and delivered by the Teacher and by the Education Authority as of the date above written.

Education Authority

_____ _____
Witness

_____ _____
Witness Teacher

Distribution: Copy 1 - Education Authority 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: _____ Education Authority, a body corporate pursuant to the *Education Act* (hereinafter referred to as the "Education Authority")

AND: _____, of

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

WHEREAS the Education Authority wishes to hire the Teacher;

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

AND WHEREAS the Education Authority and its employees are subject to the provisions of the *Education Act* and the **R**egulations;

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

1. The Education Authority hereby employs the Teacher and the Teacher agrees to perform the duties of a Teacher for the Education Authority, 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 **A**greement 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 **R**egulations and to teach such subjects and to perform such duties as may be assigned by the Education Authority or by the principal.

6. The Teacher agrees further that this contract is subject to the collective **A**greement.

7. Notwithstanding anything herein to the contrary, this contract may be terminated as provided in Section 64 of the *Act.*

Signed, sealed and delivered by the Teacher and by the Education Authority as of the date above written.

Education Authority

_____ _____
Witness

_____ _____
Witness Teacher

Distribution: Copy 1 - Education Authority Office
Copy 2 - Employee

APPENDIX "C"

FOR INFORMATION PURPOSES ONLY:

(a) **The minimum qualifications for Administrative Positions are set out in the *Education Act Instructional Personnel Regulations* (the "*Regulations*"), as amended from time to time. For informational purposes, the applicable provisions of the *Regulations* in force as of the signing date of this MOA are:**

7. Employment as principal

(1) An Education Authority shall not employ a person as a principal of a school after August 31, 2019, unless the person has the qualifications specified in subsection (2).

Qualifications of principal

(2) For the purpose of subsection (1), a person is qualified to be employed as a principal of a school if the person is a Teacher who

(a) holds a Teacher's license that has been assigned a qualification level of level 6 or higher;

(b) has at least seven School Years of teaching experience; and

(c) has successfully completed an administrator's leadership program approved by the Minister.

Exception

(3) Notwithstanding subsection (1), where a Teacher who is employed as a principal of a school immediately prior to September 1, 2019, does not have one or more of the qualifications specified in clauses (2)(a) to (c), the Education Authority may continue to employ the Teacher as the principal of that school.

Idem

(4) Notwithstanding subsection (1), on and after September 1, 2019, an Education Authority may, in the event of extenuating circumstances and subject to the approval of the Minister, employ a Teacher who does not have one or more of the qualifications specified in clauses (2)(a) to (c) as the principal of a school for not more than five years.

Confirmation of qualifications

(5) On application in the form required by the Registrar and payment of a fee of $25, the Registrar may issue to a Teacher who meets the qualifications specified in clauses (2)(a) to (c) a statement of qualification confirming the Teacher's qualifications for employment by an Education Authority as a principal of a school.

8. Employment as vice-principal

(1) An Education Authority shall not employ a person as a vice-principal of a school after August 31, 2019, unless the person has the qualifications specified in subsection (2).

Qualifications of vice-principal

(2) For the purpose of subsection (1), a person is qualified to be employed as a vice-principal of a school if the person is a Teacher who

(a) holds a Teacher's license that has been assigned a qualification level of level 5 or higher;

(b) has at least five School Years of teaching experience; and

(c) has successfully completed an administrator's leadership program approved by the Minister.

Exception

(3) Notwithstanding subsection (1), where a Teacher who is employed as a vice-principal of a school immediately prior to September 1, 2019, does not have one or more of the qualifications specified in clauses (2)(a) to (c), the Education Authority may continue to employ the Teacher as the vice- principal of that school.

Idem

(4) Notwithstanding subsection (1), on and after September 1, 2019, an Education Authority may, in the event of extenuating circumstances and subject to the approval of the Minister, employ a Teacher who does not have one or more of the qualifications specified in clauses (2)(a) to (c) as the vice-principal of a school for not more than five years.

Confirmation of qualifications

(5) On application in the form required by the Registrar and payment of a fee of $25, the Registrar may issue to a Teacher who meets the qualifications specified in clauses (2)(a) to (c) a statement of qualification confirming the Teacher's qualifications for employment by an Education Authority as a vice-principal of a school.

(**b**) In the event that the Certification and Standards Board establishes new minimum qualifications for Administrative Positions, the minimum qualifications referred to above shall no longer apply. Existing administrators who do not meet new minimum qualifications shall continue in their current role. They may also apply for transfer pursuant to 28:04.

APPENDIX "D"

Application for **Self-Directed** Professional Development Activity **under section 21:02.**

NAME:_____

SCHOOL:_____

ADDRESS:_____

TEACHING POSITION:_____

Activity Scheduled under 21:01 (b) _____Dates: _____

Alternate Activity Planned _____ Dates: _____

Describe, in detail, the **self-directed professional development** activity planned: (include your reasons for selecting this activity **in lieu of** the scheduled activity**/activities**, how it will benefit your teaching, the content, the time requirement, etc.)

_____

_____

_____

_____

What follow-up activities are planned?

_____

_____

_____

If submitting an application for a group of Teachers, list the names of the Teachers participating in the self-directed professional development activity.

_____

_____

_____

_____

This **application** must be received by the **Employer**, or designate, at least fifteen (15) days prior to the date of the activity scheduled under 21:01 (b). **In exceptional circumstances, the Employer or designate, may consider an application received fewer than the required fifteen (15) days.**

APPENDIX "E"

VERIFICATION OF ATTENDANCE

SCHOOL:_____

This is to certify the attendance status of the following Teachers during the entire activity conducted under Section 21:01 or 21:02 on:

_____ at _____

Month Date Year Location

Teacher's Signature	Did Attend (check one)	Did Not Attend (check one)	If you did not attend, did you apply for leave?

APPENDIX "F"

Letter of Understanding
Teacher In-Service

The Department **or Employer may** offer 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 41 of the collective **A**greement.

The Department **or Employer** 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, **Employer** and the Teachers' Federation shall jointly review this practice prior to the end of this **A**greement.

Letter of Interpretation
Appendix "F" Letter of Understanding regarding Teacher In-Service

By way of the present letter, for the purposes of interpreting Appendix "F", the PEITF and the ENA agree that:

1. **"In-service" means learning or training activities related to course content, methodology, classroom organization, administration of a new program, or any other professional development that an Education Authority or the Department has deemed mandatory for Teachers;**

2. **Where the Department or an Employer offers in-service during the summer months, the same session or a session substantially the same, shall be offered by the Department or an Employer during the School Year;**

3. **Where the in-service and the content thereof are intrinsically linked with a particular speaker, academic, consultant or other individual, the same individual shall facilitate the in-service when offered during the School Year; and**

4. **In-service delivered by a consultant or coach of the Department or Employer can be delivered by another consultant or coach during the School Year.**

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 **(STCs)** 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, **or until such earlier date as mutually agreed upon by the Parties to this Agreement:**

1) **Each school shall have an STC, if a volunteer can be found.**

2) STC's **shall** be allocated time free from instructional/supervisory responsibilities on a regular basis for STC related duties.

3) **The position of STC shall have an allowance of $2500 per school, plus economic adjustments. The allowance shall be as follows:**

$2,538 effective September 1, 2018 – March 31, 2019
$2,550 effective April 1, 2019 – August 31, 2019
$2,576 effective September 1, 2019 – March 31, 2020
$2,601 effective April 1, 2020 – August 31, 2020
$2,640 effective September 1, 2020 – March 31, 2021
$2,667 effective April 1, 2021 – August 31, 2021

4) **The duties of the STC shall be:**

- **To act as the school's technology contact with ITSS, the Department, and/or the Education Authority, as needed;**
- **Deal with minor hardware issues in the school, when possible;**
- **Manage the hardware housed within the school;**
- **Deal with minor technology issues that a Teacher and/or school may experience;**
- **Provide basic hardware and software orientation to Teachers in a school; as needed; and,**
- **Any other duties that may be mutually agreed upon by the Parties to this Agreement.**

5) Any work on technology outside the School Year is the responsibility of the Department and Employers. Teachers who are employed to perform this work outside the School Year, shall be granted equivalent time in lieu.

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 and/or the regular workload for STC's. Such consultation shall include, but not be limited to, the appropriate in-service for affected Teachers and technology support that will be available.

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 six (6) people as follows:

- 3 representatives from Education Authorities, one of whom will be Chair; and
- 3 representatives from the PEI Teachers' Federation.

a) A special fund of $200,000 per School Year, for each of the two (2) 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 Education Authorities for supports related to class composition concerns.

b) A special fund of $100,000 per School Year, for each of the two (2) School Years of the contract, will be set aside solely for the purpose of addressing student issues relating to class composition. This special fund will be separate from the resources normally allocated from the Department and Education Authorities for supports related to class composition concerns. These funds will go towards the hiring of Substitute Teachers only.

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

The Department shall provide the monies to the Education Authorities. The Education Authorities shall administer the monies in accordance with the decisions of 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 **principals and vice-principals** 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 an Education Authority to be instructional personnel as defined in the *Education 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 (e.g. 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.

Operational Requirements

Operational requirements, as they relate to leave requests pursuant to sections 20:03 and 20:05 of the Memorandum, shall include, but not be limited to:

(a) The requirement to appropriately staff a school;

(b) The availability of a certified Substitute Teacher;

(c) The educational needs of students, in particular the need to provide for continuity of instruction; and

(d) The requirement for Teachers to fulfill their professional responsibilities during scheduled events that cannot be adequately altered, which includes, but is not limited to:

- parent/Teacher interviews;
- meet the Teacher events;
- exam(s) written by their own students;
- the orientation day for new classes; and
- a scheduled formal evaluation of the Teacher.

Notwithstanding the foregoing, the Employer may waive operational requirements as a result of special circumstances related to the request for leave.

APPENDIX "N"

Memorandum of Understanding
Summer School

The Education Negotiating Agency
("ENA")

and

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

1. The ENA recognizes and acknowledges that summer school Teachers are members of the PEITF.

2. Summer school Teachers shall be hired based on qualifications, ability, and suitability. Preference will be given to current PEITF members.

3. An Education Authority employing summer school Teachers will collect appropriate dues from summer school Teachers and remit those dues to PEITF.

4. Summer school Teachers will be paid on the following formula per course: as per the scale rate in Article 8:02 of the Memorandum of Agreement, multiplied by 2/3, then multiplied by 30/**195**.

5. Should the formula in paragraph 4 result in a salary amount of $**5800** or less, the Teacher shall be paid a salary of $**5800** notwithstanding their certificate and step level.

6. The principal of summer school shall be paid as per the formula in paragraph 5, with an administrative stipend of $**1500**.

APPENDIX "O"

Memorandum of Understanding

Federation/Education Authority Liaison Committees

1. A Federation/Education Authority Liaison Committee shall be established by each Education Authority consisting of up to three (3) representatives from the Teachers' Federation and an equal number from of representatives of the Education Authority. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employee.

2. A representative of the Education Authority and of the Federation shall be designated as joint chairpersons and shall alternate in presiding over meetings.

3. The Committee shall concern itself with the following general matters:

   (a) Considering constructive criticisms of all activities, so that better relations shall exist between the Education Authority and the Teachers.

   (b) Improving and extending services to students.

   (c) Promoting safety and recommending the improvement of health and safety conditions.

   (d) Reviewing suggestions from Teachers, questions of working conditions and service (but not grievances concerned with service).

   (e) Correcting conditions causing grievances and misunderstandings.

4. The Committee shall meet as required at the call of the joint chairpersons at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight hours in advance of the meeting.

5. Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Teachers' Federation and the Education Authority shall each receive one (1) copy of the minutes within seven (7) days following the meeting.

6. The Committee shall not supersede the activities of any other committee of the Federation or of the Education Authority and does not have the power to bind either the Federation or its members or the Education Authority to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Federation and the Education Authority with respect to its discussions and conclusions.

7. Dates for committee meetings will be set at the beginning or the School Year. The committee shall meet no less than 2 times per School Year.

APPENDIX "P"

FOR INFORMATION ONLY

Certification and Standards Board
Levels Assigned to the Academic Teacher's Certificate
No. CSB 13-08 replacing No. CSB 11-03 replacing Permanent Academic Teacher's Certificate No. CSB 03-01 replacing No. CSB 98-02

Pursuant to sections 7 and 11 of the *Education Act* R.S.P.E.I. 1988, Cap. S-2.1, I hereby approve the following Certification and Standards Board Policy concerning the Academic Teacher's Certificate.

1. An Academic Teacher's Certificate shall be assigned a level based upon an evaluation at the initial application, or upon an application to the Registrar for an upgrade. The level assigned to an Academic Teacher's Certificate is determined by an evaluation of the academic and professional studies completed by the applicant. A certificate, or a new certificate level, becomes effective on the date when all required documentation and the required evaluation fee has been received by the Office of the Registrar and provided that the assignment of said certificate level has been approved by the Minister.

2. An Academic Teacher's Certificate 4 shall be issued to a person, who upon payment of the required fees and submission of the required documentation provides proof to the Registrar of the completion of

   i) an approved *one hundred and twenty* (120) credit hour bachelor's degree in education or equivalent

   OR

   an approved *ninety* (90) credit hour academic bachelor's degree or equivalent and an approved *thirty* (30) credit hour bachelor's degree in education or equivalent

   ii) a minimum cumulative total of *one hundred and twenty* (120) credit hours of post-secondary studies at recognized universities

   An upgrade from an Academic Certificate Level 4 to an Academic Certificate Level 5, shall be issued to the holder of an Academic Teacher's Certificate 4 who upon payment of the required fees and submission of the required documentation provides proof to the Registrar of completion

   i) of an additional *thirty* (30) credit hours of approved university courses at the non-introductory undergraduate or post-graduate level or of courses recognized by the Minister

   ii) where the course work is in a professional area related to education and/ or in subject areas related to the authorized PEI public school curriculum recognized by the Minister

   iii) a minimum cumulative total of *one hundred and fifty* (150) credit hours of university studies

3. An Academic Teacher's Certificate Level 5 shall be issued to a person who, upon payment of the required fees and submission of the required documentation provides proof to the Registrar of completion of

   i) an approved *one hundred and twenty* (120) credit hour academic bachelor's degree or equivalent and an approved minimum of *thirty* (30) credit hour bachelor's degree in education

   OR

   an approved *ninety* (90) credit hour academic bachelor's degree or equivalent and an approved *sixty* (60) credit hour bachelor's degree in education or equivalent

   OR

   an approved concurrent or integrated *one hundred and fifty* (150) credit hour bachelor's degree in education

   ii) a minimum cumulative total of *one hundred and fifty* (150) credit hours of university studies

An upgrade from an Academic Certificate Level 5 to an Academic Certificate Level 5-A shall be issued to the holder of an Academic Teacher's Certificate 5 who upon payment of the required fees and submission of the required documentation provides proof to the Registrar of completion of

i) the requirements for an Academic Teacher's Certificate 5, and

ii) an additional *thirty* (30) credit hours of university courses at the graduate or undergraduate non-introductory level or of courses recognized by the Minister

iii) where the course work is in a professional area related to education and/ or in subject areas related to PEI curriculum and has been approved by the Registrar

iv) a minimum cumulative total of *one hundred and eighty* (180) credit hours of post-secondary studies

4. An Academic Teacher's Certificate Level 5-A shall be issued to a person who upon payment of the required fees and required documentation provides proof to the Registrar of completion of

i) the requirements for an Academic Teacher's Certificate 5, and

ii) an additional *thirty* (30) credit hours of study at the non-introductory or graduate level

iii) where the course work is in a professional area related to education and/ or in subject areas related to PEI curriculum areas recognized by the Minister

iv) a minimum commutative total of *one hundred and eighty* (180) credit hours of university studies

An upgrade from an Academic Certificate Level 5-A to an Academic Certificate Level 6 shall be issued to the holder of an Academic Teacher's Certificate 5-A who upon payment of the required fees and submission of the required documentation provides proof to the Registrar of completion of

i) the requirements for an Academic Teacher's Certificate 5-A, and

ii) an additional *thirty* (30) credit hours of study resulting in a minimum cumulative total of *one hundred and eighty* (180) credit hours of university studies, and

iii) a master's degree in education or a master's degree in a professional area related to education and/ or in subject areas related to the authorized PEI curriculum that has been approved by the Registrar

5. An Academic Teacher's Certificate 6 shall be issued to a person who, upon payment of the required fees and submission of the required documentation provides proof to the Registrar of completion of

i) the requirements for an Academic Teacher's Certificate V and,

ii) an additional *thirty* (30) credit hours of study resulting in a minimum cumulative total of *one hundred and eighty* (180) credit hours of post-secondary studies and,

iii) a master's degree in education or a master's degree in a professional area related to education and/ or in subject areas related to the authorized PEI curriculum that has been approved by the Registrar

Individuals who completed a pre-service initial Teacher education program that was a masters degree and that was recognized for certification in the jurisdiction where it was completed, must complete an additional masters degree in a professional area related to education and/ or in subject areas related to the authorized PEI curriculum that has been approved by the Registrar and has attained a minimum of *one hundred and eighty* (180) credit hours of accumulated university studies to attain the Academic Certificate Level 6.

An upgrade from an Academic Certificate Level 6 to an Academic Certificate Level 7 shall be issued to the holder of an Academic Teacher's Certificate 6 who upon payment of the required fees and submission of the required documentation provides proof to the Registrar of completion of

i) the requirements for an Academic Teacher's Certificate 6, and

ii) an additional *thirty* (30) credit hours of study resulting in a minimum cumulative total of *two hundred and ten* (210) credit hours of post-secondary studies, and

iii) an additional master's degree or doctoral degree in education or in a professional or subject area that relates directly to the P.E.I. public school system and that has been approved by the Registrar

6. An Academic Teacher's Certificate 7 shall be issued to a person who, upon payment of the required fees and submission of the required documentation provides proof to the Registrar of completion of

i) the requirements for an Academic Teacher's Certificate 6 and

ii) an additional thirty (30) credit hours of study resulting in a minimum cumulative total of two hundred and ten (210) credit hours of post-secondary studies and,

iii) an additional master's degree or doctoral degree in education or in a professional or subject area that relates directly to the P.E.I. public school system and that has been approved by the Registrar

Sections referencing an Academic Certificate Level 7 (sections 5 and 6) come into effect on October 1, 2013. Any commensurate salary increase must be negotiated.

7. The application package and form to apply for an upgrade to an Academic Certificate and the summary of policy, Regulations, guidelines and fees contained therein are approved as attached to this document as attachment UAC # 1-Eng, UAC # 1-Fre.

APPENDIX "Q"

Letter of Understanding

Joint Committee on Teaching and Learning Conditions

There shall be a Joint Committee on Teaching and Learning Conditions (JTLC) established to review the educational needs within schools and identify solutions to issues affecting teaching and learning conditions. The JTLC shall report to the Minister as needed.

The JTLC shall be comprised of three (3) representatives from the PEITF, three (3) representatives from the Education Authorities (EAs) and one from the Department, for a total of seven members. The Department representative shall serve as chair, and subject to this LOU, the JTLC shall be responsible for determining its own procedure.

At a minimum, the JTLC shall meet within thirty (30) days of the signing of this Agreement, and then at least once in each quarter as follows: by April 30, August 30, November 15, and January 15 of each School Year, or as otherwise mutually agreed.

The main goal of the working group is to engage in a collaborative process that includes, but is not limited to:

- conducting research on issues currently affecting student learning and working conditions in relation to classroom composition and student inclusion;
- exploring innovative solutions to classroom composition issues (e.g., diversity of learning needs, behavior issues and language issues comprising the student population);
- exploring innovative solutions to student inclusion issues;
- exploring different methods and models of delivering services to students where needed;
- exploring different methods for addressing impact of student inclusion and classroom composition issues on working conditions;
- consultation with specialists in education; and
- exploring innovative methods and models to address staff allocation and resources.

The working group will consider and assess information and research arising out of the above, and provide a preliminary report, with recommendations, to the Minister within 3 months of the date of their first meeting. The preliminary report shall include a time line for completion and delivery of a comprehensive report to the Minister.

The comprehensive report shall include recommendations to the Minister based on the evidence and data gathered. Such report may include recommendations for how issues could be addressed on an ongoing and collaborative basis, including continuing the JTLC or some variation thereof, beyond the life of this Agreement.

APPENDIX "R"

Letter of Understanding

Changing Grid Steps in Section 8

The Steps in "Section 8 – Salary Scales" will move to Steps 1 to 10, from 3 to 12, based on the following:

1. **The change will result in Teachers on Step 3 moving to Step 1, and so on, up to Teachers at step 12 who will move to step 10;**

2. **Although the change will be effective as of the date of signing the MOA, the actual change will require administrative resources and time for the payroll Department to implement. As a result:**

   (a) **the change will be implemented after the salary increase(s) and retroactive payments arising under the new MOA; and**

   (b) **the change will be implemented by the payroll Department as soon as possible following the date of signing the Agreement, and the PEITF will be kept apprised of the progress along the way.**

This change does not impact the normal progression of Teachers through the salary grid.

APPENDIX "S"

Letter of Understanding

The PEITF sets aside its proposals on a co-share Long Term Disability (LTD) Plan for this round of bargaining only. In lieu of an agreement on a co-share LTD Plan for the 2018-2021 MOA, the PEITF accepts an additional general economic increase of 0.5%.

SIGNED, SEALED AND DELIVERED :

THE EDUCATION NEGOTIATING AGENCY

This the 29 day of April, 2019 :

A.D. by The Education :

Negotiating Agency,

:

AND by the said The Prince

THE PRINCE EDWARD ISLAND TEACHERS' FEDERATION

Edward Island Teachers'

:

Federation:

: