



Appendix A – Tentative Agreement Language

PETL (ETFO) and PDSB

Housekeeping:

- Update titles and department names to reflect current usage throughout the agreement;
- Renumbering throughout, as required;
- Correct all existing typos within the agreement; and,
- Gender neutral languages throughout, where applicable.

Article L2: Definitions

L2.01 q) "Start Date" means the Start Date as defined in Articles **15.03** and ~~15.10~~ of the Agreement.

Article L3: Scope and Recognition

L3.06 – Representation

In negotiations for the renewal of this Agreement the Board shall be represented by a Negotiations Committee consisting of not more than ~~seven (7)~~ **six (6)** representatives of the Board. The Board shall notify the Union in advance regarding the identity of the persons on its Negotiations Committee and the Union shall not be required to recognize any person in this capacity until it has been so notified.

L3.10 – Data for Negotiations

i) Commencing September 1, 2021 the following information will be provided to ETFO with the dues Submissions List: OCT #, EMPNO, Name, Address, Board, Email, F.T.E., Earnings, Salary, Mident #, Group, Employee Status (Active/~~T~~Terminated).

Article L4: Duration, Amendment and Renewal

L4.01 This Part B agreement shall come into force and take effect on the 1st day of **September, 2022** and shall remain in force until the 31st day of August, **2026** and from year to year thereafter unless notice is given by either Party prior to the expiry of this Agreement, of that party's intention to terminate this Agreement or to negotiate revisions thereto.

Article L7: Grievance Process

L7.02 – Informal **Resolution Stage**

~~Step 1~~ A problem must be brought to the attention of the supervisor within ~~fifteen (15)~~ **twenty (20)** days after the Teacher becomes aware, or would reasonably be expected to have become aware, of the circumstances giving rise to a complaint. If a Teacher is unable to resolve a complaint informally, the Teacher may ~~with the concurrence of the Local,~~ initiate a



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complaint with the Teacher's supervisor who shall answer the complaint in writing (if required) within five (5) days of receipt of the complaint.

The parties to this Agreement agree to resolve grievances as quickly as possible. A Teacher may have a representative of the Local accompany the Teacher to see the official of the Board. If the grievance is not satisfactorily resolved then the grievance procedure outlined below may be followed.

L7.03 a) If the Local is not satisfied with the decision regarding the complaint then the Local may within ~~fifteen (15)~~ **twenty (20)** days take the matter up as a grievance in the following manner and sequence:

b) Step 2 1

The Local may initiate a written grievance through the **Human Resources Lead, Service Delivery or designate** Superintendent/Director of Human Resources Support Services. Superintendent/Director of Human Resources Support Services, or designate, may convene a meeting with the Local representatives and such others as required within ~~ten (10)~~ working days of receipt of the grievance. The **Human Resources Lead, Service Delivery or designate shall provide** the decision, in writing, to the Local shall be rendered within ~~ten (10)~~ **fifteen (15)** days following the meeting.

The grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement;
- ii) a statement of the facts to support such grievance, including the specific Article(s) violated;
- iii) the remedy sought;
- and iv) the signature of the Teacher or Teachers concerned, and the President of the Local or designate.

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

c) Step 3 2

If the reply of the **Human Resources Lead, Service Delivery** Superintendent/Director of Human Resources Support Services or designate is not acceptable to the Local, a written request will be made within ten (10) days to the Board's Grievance Committee through the **Executive Officer of Human Resources, Partnerships and Equity** Superintendent/Director of Human Resources, Equity and Partnerships Support Services. The Board's Grievance Committee shall meet within twelve (12) days to deal with the grievance. The Teacher,



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representatives of the Local and such other persons as may be required, may be in attendance. The decision, in writing, to the Local shall be rendered within ten (10) days following the meeting.

L7.03 d) Step 3 4

If the reply of the Board's Grievance Committee is unacceptable, the Union may then apply for Arbitration within **twenty (20)** ~~fifteen (15)~~ days of the receipt of the reply.

L7.04

a) A **policy** grievance arising directly between the Board and the Union may be initiated by either the Board or the Local commencing with Step **1 2** of the Formal Stage, within ~~fifteen (15)~~ **twenty (20)** days of the occurrence complained of.

b) A grievance which arises before or at the time of the retirement, **resignation, termination** or death of a Teacher may be carried forward by the Local on behalf of the Teacher if initiated in accordance with the provisions of this article.

L7.06

a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. The referring party shall include, in writing, the name of its legal counsel who shall provide suggested arbitrators. The response to the referral to arbitration shall indicate agreement to one of the proposed arbitrator(s), or indicate alternative suggested arbitrator(s). Should the parties fail to agree upon an arbitrator within five (5) days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour, **Immigration, Training and Skills Development** upon the request of either party.

b) Upon written request of either party, the grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour, **Immigration, Training and Skills Development** upon request of either party.



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L7.07 b) the Board may consider the grievance abandoned if the Local; ~~or-Union or Teacher~~ exceeds the time allowed to act

Article L9: Management Rights

L9.04 – Personnel Files

a) Only one official personnel file ~~and confidential file(s)~~ shall be kept for each Teacher in the Human Resources Services Department at the H.J.A. Brown Education Centre in a secure location and confidential manner.

b) A Teacher shall have access to the Teacher's own files. They shall be available and open to the Teacher for inspection in the presence of a Board Human Resources Partner – Employee **and Labour** Relations, or designate at a mutually convenient time during the regular working hours of the department.

c) If a Teacher disputes the accuracy of information of a disciplinary or negative nature in the file the Teacher may make a written request to the ~~Superintendent/Director of Human Resources Support Services~~ **Executive Officer of Human Resources**, stating the alleged inaccuracy. Such request must be made within fifteen (15) days of the date the Teacher becomes aware or ought reasonably to have become aware of the document. The ~~Superintendent/Director~~ **Executive Officer of Human Resources** may in their sole discretion confirm or amend the information in the file and shall notify the Teacher in writing of the decision. Such decision shall be provided within thirty (30) days of the Teacher's request. Where the Board amends such information, at the request of the Teacher the Board shall attempt to notify the parties who received the inaccurate document, by providing them with an amended copy. Where the Board does not amend such information, a Teacher shall be entitled to provide a statement for inclusion in their personnel file(s), dealing with the disagreement about the accuracy of information contained within the personnel file(s).

d) Upon written request of the Teacher to the **Executive Officer** ~~Superintendent/Director of Human Resources~~, documents contained in the teacher's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file two (2) years after their date of issue, unless further similar disciplinary action has occurred in that period.



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Notwithstanding the foregoing, disciplinary materials regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in a Teacher's file.

L9.05 – Criminal Background Record Checks

c) The Board shall consult with the Local regarding any changes to the Board's policy or operating procedures with respect to criminal **background** record checks and any changes the Board makes to the offence declaration form.

L9.06 – Consultation

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

Article L10: Pregnancy/Parental Leaves

L10.01

a) Pregnancy Leave of Absence of up to 17 weeks shall be available to a Teacher in accordance with the terms of the *Employment Standards Act*. For the purpose of clarity, it is agreed that these Leaves apply to all Teachers who have started employment with the Board at least thirteen (13) weeks before the expected birth date. **Should the aforementioned eligibility not be achieved, an alternate unpaid leave may be applicable.**

i) Except as provided for in Part A ~~CH.2~~ **C10.2**, Teachers on Pregnancy Leave, Parental Leave, or extended leaves under Article 10.01 h) shall not be paid a salary or Teacher benefits during the period of Leave of Absence. Such a Teacher may retain their membership in any plan under Article 26 by paying full premiums applicable subject to the rights of the insurer.

Article L11: Teacher Funded Leaves

L11.01

c) ii) All Teachers wishing to participate in the Plan shall be required to sign a Memorandum of Agreement **Employee Funded Leave Application Form** supplied by the Board before final approval for participation will be granted (Appendix A).

i) iii) Should the Teacher elect to take the Leave in any year prior to the final year of the Plan as set out in the ~~Memorandum of Agreement, Re: Teacher Funded Leave Plan~~ **Employee**



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Funded Leave Information Package the Teacher must make application for such change before January 31st of the year of the proposed Leave. Upon approval of the Board for this request, the Teacher shall be paid, during the year of the Leave, any monies deferred plus interest accrued. The method of payment to the Teacher shall be in accordance with the schedule set out in Article 24.05 a).

Article L13: Staff Allocation Committee

L13.01 p) The Superintendent of Curriculum, **Instruction and Assessment** Support Services and the Superintendent of Special Education, **Social Emotional Learning & Well-Being** Support Services shall advise the Committee annually with respect to the allocation of library, guidance, ESL, and special education teachers.

L13.02 b) xiii) Where there is a new principal assignment after reorganization, as appointed by the Board via the *Principal/Vice Principal Assignments Report*, the In School Staffing Advisory Committee shall reconvene within thirty (30) school days.

Article L14: Transfer and Surplus

L14.02

c) It is the responsibility of the Teacher who has been declared Surplus to Region to inform the Board in writing ~~by registered mail~~ **via email**, with proper documentation where applicable, of any changes in qualifications and availability for work whether part-time or full-time.

e) Dates listed in this Article 14, unless specified, shown as "date*" are as per the Peel District School Board "G – 32" memo entitled Elementary Transfer and Surplus Calendar. That Calendar shall be determined annually prior to January 1st. These dates and any subsequent revisions shall be determined **by the Executive Officer of Human Resources, Partnerships and Equity or designate**, ~~Superintendent of Human Resources Support Services Director of Human Resources Support Services or designate~~, after with consultation and input from **the President** of the Local **or designate**. **The Parties will make every reasonable effort to come to mutual agreement.**

NEW i)

i) When it is necessary to declare a Teacher Excess to Central role, Teachers shall be declared Excess within the department save and except in Equity, Indigenous Education, School Engagement and Community Relations, in inverse order of seniority. Should the



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remaining Teachers lack the qualifications to provide the planned programs, a Teacher with less seniority may be retained and the next least senior Teacher shall be declared Excess to Central.

ii) If the same position or a position of similar scope becomes available, the Teacher will be returned to the position in seniority order. Teachers will have the Right of First Refusal for that position until the date* before Administrative Placement.

Where a teacher accepts a position through the Right of First Refusal process and causes a vacancy, the Principal may choose a candidate to fill the position from the current round of posting or may choose to repost the position;

iii) Excess to Central Teachers shall have access to the full G32 staffing process.

iv) All Central Teachers shall be assigned to a home school.

L14.03

i) On or before date*, individual staff members shall be notified in writing by the Principal of their tentative teaching assignments for the following school year using Form B. Notification of the tentative teaching assignment shall include specific grade level(s), and subject areas.

If none of the Teacher's preferred assignments are available to allocate, the Teacher may request a meeting with the Principal to discuss the tentative teaching assignment.

The Principal shall discuss with individual staff members any changes to the tentative teaching assignments as early as possible.

m) After date* all vacancies shall be filled,

i) FIRSTLY by voluntary transfer, provided that:

A) unless by mutual consent of the Teacher and the Board, a Teacher may voluntarily transfer only once during the school year; but

B) notwithstanding (A) above, a Teacher who has been declared Excess to School and has voluntarily transferred to another location may, if a position becomes available in the school from which they were declared Excess, ~~apply~~ **for may have the Right of First Refusal for** that position **until the date* before Administrative Placement.**

Where a teacher accepts a position through the Right of First Refusal process and causes a vacancy, the Principal may choose a candidate to fill the



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position from the current round of posting or may choose to repost the position; and

NEW p) Applicants will have access to the job requirements and criteria for central positions through the job posting. Upon conclusion of the job selection process, unsuccessful candidates will be provided with feedback upon request.

L14.04 c) Teachers on the Recall List shall be recalled in order of seniority when the Board determines that there are vacancies to be filled, provided that the senior Teacher is qualified to provide the planned program for the available position. Such vacancies shall be filled by Administrative Transfer. **In the event that greater than 2 vacancies are open for recall, recalled teachers will have the option to complete a preference form equivalent to the Transfer and Surplus Administrative Transfer Preference Form. Recalled teachers will be placed according to qualifications and seniority.**

L14.06

a) Notwithstanding Articles 14.02 and 14.03, the transfer of a Teacher, in September, that is required as a result of fluctuations in enrolment will be carried out by Administrative Transfer initiated by the Superintendent/Director **Executive Officer** of Human Resources ~~Support Services~~ **, Partnerships and Equity** or designate, after consultation and input with the Local. The process for September Re-organization shall follow the procedure laid out in the EI memo developed after consultation with the President of the Local. **The Parties will make reasonable effort to come to mutual agreement.**

NEW c) Any teaching assignment that must change due to extenuating circumstances during the school year will first be posted as a temporary vacancy. Despite efforts, if a change in teaching assignment must occur, such change will be implemented with full consideration given to qualifications, school needs, and teacher input. It is understood that the Principal will consult with all those involved and discuss the outcome.

L14.07 a) In the event that a school is to be opened, closed or reconfigured, a meeting will be called between the President of the Local and the Associate Director of **School Improvement & Equity** ~~Instructional Support Services~~ as soon as possible after the decision is made to discuss the implications for staff. For the purpose of this article an affected school is one that would lose or gain students as a direct result of the decision to open, close or reconfigure a school.



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L14.08 – Year-Round Schools

NEW c) Where practicable, at least one year prior to the implementation of year-round schooling at and conditions of employment for Teachers assigned to year-round schools. The Board and the Union will engage in discussions regarding the development of terms and conditions.

L14.09 It is the Board's intention that programs that are taught by the Board's certified elementary teachers as of September, 2004 will be taught by certified elementary teachers during the term of this Collective Agreement, September 1, 20**22** – August 31, 20**26**.

Article L18: Liaison Committee

L18.01 b) The parties (Local/Board Committee) ~~may decide to~~ will cease to meet or not from the **local** time negotiations commence for the renewal of the Agreement until a new Agreement is signed by the parties. **The local may continue to address operational items on a case-by-case basis up to the time local negotiations commence.**

Article L19: School Year / School Day

L19.01 d) Notwithstanding the above, Coordinators shall work twelve (12) months a year with **six (6)** ~~five (5)~~ weeks vacation each year. The scheduling of vacations is subject to the approval of the immediate supervisor. Unused vacation shall not be carried over from year to year nor paid out at the end of the year. Coordinators shall not be required to work during the **Winter** Christmas-Break and March Break.

Article L20: Health and Safety

L20.06 b) In accordance with Operating Procedure Special Education Services 8, a Teacher may refuse without prejudice a request to **engage in a medical procedure or** to administer medications except in life-threatening situations.

ARTICLE L21: HUMAN RIGHTS – NO DISCRIMINATION, ANTI-RACISM, AND ANTI-OPPRESSION

L21.01 Neither the Board, the Union, the Local nor a Teacher shall discriminate in their employment against any employee of the Board on any ground prohibited by the **Ontario Human Rights Code, R.S.O., 1990 or the Ontario Labour Relations Act, 1995.**

~~the Ontario Human Rights Code or the Ontario Labour Relations Act, including age, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation,~~



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~~gender, gender identity, gender expression, record of offences, marital status, family status or handicap, as those terms are defined in the Code.~~

L21.05 The Board and Union commit to upholding the inherent dignity and worth of all persons, and places high value on the protection of all Teachers. All individuals have the right to be who they are openly. This includes the expression of gender identity without fear of discrimination or reprisal, as well as the right to be treated with dignity and respect.

Gender identity and gender expression are Code protected grounds in the Ontario Human Rights Code. Upon notification by a teacher requiring accommodation, the Board will work with the teacher to establish and /or support a transition plan. The Board shall notify the employee of their right to union representation.

NEW L21.XX The Board will provide, annually, no later than October 31st, for the term of this agreement, resources to Teachers regarding Human Rights responsibilities and the complaint reporting processes.

Article L22: Continuing Education Teachers

NEW L22.xx Applicants will have access to the job requirements and criteria for continuing education positions through the job posting. Upon conclusion of the job selection process, unsuccessful candidates will be provided with feedback upon request.

Article L25: Allowances

L25.04 – Support Staff (See Historical Appendix B)

September 1, 2019

Associate – Psychology Department: category + \$3278 + \$552 for certification as a registered

Psychologist Assistant – Psychology Department: category + \$1638 + \$552 for certification as a registered Psychologist

September 1, 2020

Associate – Psychology Department: category + \$3311 + \$552 for certification as a registered

Psychologist Assistant – Psychology Department: category + \$1654 + \$552 for certification as a registered Psychologist

September 1, 2021

Associate – Psychology Department: category + \$3344 + \$552 for certification as a registered Psychologist

Assistant – Psychology Department: category + \$1671 + \$552 for certification as a registered Psychologist



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This salary schedule is for a ten-month work year. The holidays of the staff members of the Psychology Department are to be rotated to provide "on-call" staffing for special needs during July and August.

Article L28: Leaves – Other

L28.03 a) The total budget for the Professional Development Leaves during the ~~2019–2022~~ school years **every school year** shall be \$100 per full-time equivalent Teacher calculated for all Teachers employed on September 30th, ~~2019, September 30th, 2020, September 30th, 2021 and September 30th, 2022~~ respectively.

Article L28: Leaves – Other

L28.08 – Personal Leaves of Absence

a) i) Death – spouse, same-sex partner, father, stepfather, mother, stepmother, child, stepchild, brother, sister, mother or father-in-law, total dependent, ward (legal guardianship), **grandparents, grandchild, or child's spouse** ... 3 days

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

ii) Death – ~~son or daughter-in-law~~, brother or sister-in-law, ~~grandparents, grandchild~~...2 days

viii) ~~Holy~~/Creed Days ... 3 days

b) i) ~~Holy~~/Creed Days in addition to those in 28.09 **8 a) viii)** ...6 days

L28.09 Personal Emergency/Family Responsibility Days

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

Personal Emergency/Family responsibilities are events which:

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

OR

Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work.



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Article L30: Working Conditions

L30.03

h) i) The Joint Supervision Committee shall consist of the **Superintendent**/Director of Human Resources Support Services **and**/or the ~~Assistant Director of Human Resources Support Services HR Lead – Service Deliver and Partnerships, the Staffing Officer,~~ **Manager, Employee and Labour Relations**, one Superintendent of Education, two Elementary School Principals, the President of PPVPA, and the President, the four Vice-Presidents, and the Chair of Collective Bargaining of the Local.

NEW L30.07 – School Improvement Advisory Committee

The Union and the Board recognize the importance of collaboration between the Principal and the Staff.

Each school shall have a School Improvement Advisory Committee. Participation in the committee is voluntary and is open to the teaching staff of the school. The School Improvement Advisory Committee shall be an advisory body to the Principal in:

- i) school budget;**
- ii) Board/school initiatives, impact on workload, and appropriate supports necessary (e.g. training); and**
- iii) professional learning.**



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Letters of Understanding:

1.) Letter of Understanding

RE: Culturally responsive resolution process for Indigenous identifying staff

At the recent round of negotiations, the Board and PETL commit to engaging in annual discussions with the goal to explore the parties' ability to serve Indigenous identifying staff in a culturally responsive resolution process.

2.) Letter of Understanding

RE: Request for Documents Pilot Process

As part of the dispute resolution process, the parties agree to a trial process of requesting confidential documents. The union may request in writing, relevant documents from the Board. Such request, may be made through the HR Lead – Service Delivery or designate. Access to such documents, will be made only to the President of PETL, Grievance Officer, and Provincial ETFO Representative. The parties agree to maintaining confidentiality when engaging in this process. This trial process will be in effect for the duration of the collective agreement.

3.) Letter Of Understanding

RE: Lead Teachers/Other Assignments of Additional Responsibility

The parties agree that should the Board have Lead Teacher positions of added responsibility the Teacher fulfilling the role will have an outline of duties and responsibilities. These roles should not assume responsibilities of evaluation and supervision of Teachers. Teachers in these roles continue to have all the rights and entitlements of the Collective Agreement.

4.) Letter Of Understanding – RENEW

RE: Scheduling of Parent/Teacher Interviews

For the term of this Collective Agreement, it is the Board's intention to maintain its current practice regarding the scheduling of Parent/Teacher interviews.

5.) Letter Of Understanding – RENEW and UPDATE

RE: Professional Activity Days

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



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

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

6.) Letter Of Understanding – RENEW and UPDATE

RE: Teacher Performance Appraisal

The parties agree to establish a committee of no more than three (3) representatives from each of the Union and the Board to ~~review~~**update** the operational procedures for the Teacher Performance Appraisal process. The Committee shall meet no later than December 31, ~~2020~~**2024** and make recommendations to the ~~Director's Office~~ **Chief Operating Officer, Associate Director of Operations & Equity of Access**, no later than May 31, ~~2021~~**2025**.

7.) Letter Of Understanding

RE: Study systemic Anti-Black Racism and related impacts

At the recent round of negotiations, the Board commits to having discussions with PETL and engaging with a third party to study systemic Anti-Black Racism and the related impacts on employees.

Letters of Intent:

1.) Letter of Intent

RE: Accessibility

The parties agree to work collaboratively on a preamble to the Elementary Teachers' Staffing Memo G-32 providing communication ensuring no discrimination in the workplace for applicants seeking accommodation through the transfer process.



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2.) Renew Letter of Intent

RE: Consultations Regarding Equity Initiatives

PETL has identified the needs of its members to provide information regarding their experiences with anti-Black racism and other forms of discrimination. In support of providing information and input to the Board's Equity initiatives, a meeting will be arranged for PETL executive and the incoming Superintendent of Equity to provide input and offer their willingness to support the Board's equity initiatives through participation on any equity committees that may be established for this purpose. **The Union may initiate a meeting with the Superintendent, Equity, Indigenous Education, School Engagement and Community Relations, within 60 days of ratification and engage in process for continuous consultative dialogue.**

3.) Letter of Intent

RE: Health Promotion and Support Program

At recent collective bargaining negotiations, the Board and the Union discussed the Health Promotion and Support Program. The Parties will meet within 30 days of ratification to discuss:

- communication of the policy and/or revised procedure both temporary and permanent;
- proactively considering accommodations to the program threshold;
- threshold alignment with C6.1 b);
- meeting requirements; and
- exclusions.

4.) Letter Of Intent - RENEW

RE: Changes to Workspace

At the recent collective bargaining negotiations, the parties discussed the impact of changes in workspace due to internal reorganization, construction, Principal or supervisor direction. The parties agree to refer this issue to the Liaison Committee for discussion.

5.) Letter Of Intent

RE: Liaison Committee

At recent collective bargaining negotiations, the parties agreed to refer the following issues to the Liaison Committee for discussion:

- Staff Handbook
- Reporting benchmarks, expectations and training



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6.) Letter Of Intent – RENEW and UPDATE

RE: Opening/Closure/Reconfiguration of Schools

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

The parties agreed that in the event that a school is to be opened, closed or reconfigured, a meeting will be called between the President of the Local and the Associate Director of Instructional Support Services **School Improvement & Equity** as soon as possible after the decision is made to discuss the implications for staff. For the purpose of this article an affected school is one that would lose students or gain students as a direct result of the decision to open, close or reconfigure a school.

Appendix A: Historical Retirement Allowance – RENEW

Historical Retirement Allowance – See Part A – Appendix A

a) This provision for retirement allowance shall apply to all Teachers employed by the Board under this collective agreement.

b) Such a Teacher who has completed ten (10) years or more continuous service from the most recent date of hire with the Board or its predecessors, and has attained the age of retirement, and who upon leaving the Board is immediately eligible to receive pension payments as a participating member of the Ontario Teachers' Pension Plan, shall be entitled to an allowance on retirement.

c) The amount of the allowance payable shall be calculated as follows for accumulated years of service with the Board that qualify for step placement:

i) for ten years' service – 20% of the annual salary being paid at the time of retirement;

ii) for each additional year of service – 2% of the annual salary being paid at the time of retirement;

iii) effective January 1, 1999, the foregoing amount shall be multiplied by the number of sick leave days standing to the credit of the Teacher at the time of retirement, to a maximum of 200, and then divided by 200;

iv) the maximum amount payable shall be 50% of the annual salary being paid at the time of retirement.

d) The allowance will be paid, wholly or in part, in the year of retirement or in the three years following, at the discretion of the Teacher.



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e) In the event of the death of the Teacher any unpaid portion of the allowance owing shall be paid into the estate of the deceased.

Appendix B: Historical Support Staff Allowance – NEW

September 1, 2019

Associate – Psychology Department: category + \$3278 + \$552 for certification as a registered Psychologist Assistant – Psychology Department: category + \$1638 + \$552 for certification as a registered Psychologist

September 1, 2020

Associate – Psychology Department: category + \$3311 + \$552 for certification as a registered Psychologist Assistant – Psychology Department: category + \$1654 + \$552 for certification as a registered Psychologist

September 1, 2021

Associate – Psychology Department: category + \$3344 + \$552 for certification as a registered Psychologist

Assistant – Psychology Department: category + \$1671 + \$552 for certification as a registered Psychologist

1. This salary schedule is for a ten-month work year. The holidays of the staff members of the Psychology Department are to be rotated to provide "on-call" staffing for special needs during July and August.

Appendix C: Reference Documents – NEW

Leaves of Absence [Board Policy #23](#)

Leaves of Absence [Operating Procedure HRS #42](#)

Temporary Appointments to Positions of Greater Responsibility [Board Policy #38](#)

Travelling Allowance For Board Employees and Trustees [Board Policy #40](#)

[Ontario College of Teachers](#)

[Education Act, R.S.O. 1990, c. E.2 \(ontario.ca\)](#)

[Occupational Health and Safety Act \("OHSA"\)](#)

[Ontario Human Rights Code, R.S.O., 1990](#)

[Ontario Labour Relations Act, 1995](#)

[Employment Standards Act, 2000, S.O. 2000, c. 41](#)