

## **Summary of Central and Local Items for the 2014-2017 Contract**

Below is a summary of the key central and local items of the new contract. Questions about the contract should be directed to Jim Young at the District 20 office (905-332-1228 or [youngj@osstfd20.ca](mailto:youngj@osstfd20.ca))

### **A. Key Items from the Central Portion of Our Agreement**

- **Length**: A three-year term expiring August 31, 2017.
- **Grid Restoration**: Restoration of the anniversary date for upward grid movement to September 1. Recognition of grid movement for this year will be retroactive to September 1, 2015. **Note 1**: This provision also reactivates Articles 08.03.00 and 08.03.01 of the local portion of our CA. These articles specify anniversary dates of September 1 and January 1 for lateral grid movement (e.g. from Cat 3 to Cat 4), as well as specifying deadlines for obtaining qualifications and notifying the Board. They are important articles for teachers who are obtaining additional qualifications that will result in a Category change. **Note 2**: To determine whether an additional qualification will result in a category change, teachers need to contact the OSSTF Certification Department via the provincial website.
- **Compensation for 2015-16**: For the 2015-16 school year, a 1% “lump sum” payment (on earned wages and other allowances) to all members. This payment is taxable but also counts as pensionable earnings for the year. This payment will appear on your pay stub as a 1% raise on the salary grid.
- **Compensation for 2016-17**: For the 2016-17 school year, a 1% raise effective September 1, 2016, as well as a further .5% raise effective as of the 98<sup>th</sup> day of the 16/17 school year. **Note**: Because the grid will already have been increased by 1% for the 2015-16 school year, there will be no further change to the grid until the 98<sup>th</sup> day of the 16/17 school year.
- **Sick-Leave Plan**: Main provisions continue as status quo. For extended absences, a standard medical form has been introduced (new). Employees who exhaust their sick-leave must return to work for 11 days in order to refresh their entitlement (new).
- **Benefits**: Status quo for now. If OSSTF determines that a provincial benefits plan is financially viable, we will move to it; if not, we stay status quo.
- **Short-Term Paid Leaves**: Status quo (i.e. no increase/decrease; no deduction from sick leave)
- **SEB**: 8-week supplementary employment benefit top-up to 100% of salary for members who have accessed EI's Family Medical and Critically Ill Child Caregiver Leave Programs.

- **Workload Provisions:** Article 18 workload provisions (including APAs and class-size guidelines) remain status quo. One PA Day added to 2015/16 school year with no change to total instructional days. Moratorium on new Board/Ministry initiatives until May, 2016.
- **Retirement Gratuity:** For vested gratuities frozen on August 31, 2012, there is a provision for the member to elect voluntarily to receive an early (reduced) payout on August 31, 2016. The amount of the payout will depend on the member's age as of June 30, 2016. The formula for calculating the reduced early payout is available on the provincial OSSTF website. Members who wish to receive the early payout will need to notify the Board by June 30, 2016.
- **Grievance Process on Central Matters:** Violations of central contract provisions may be grieved centrally and/or locally. When grieved locally, the local grievance processes apply. When grieved centrally, a new central process, outlined in C5.00 of Appendix 1 of the central agreement, will be followed.

**B. Key Items from the Local Portion of Our Agreement**

2012-14 Contract	2014-17 Contract
Nothing in the contract regarding Record of Employment hours (used to apply for EI). Board records each full work day as seven hours.	New language: <b><u>18.15.00</u></b> <b>For the purpose of reporting hours worked for Employment Insurance, the Board shall record each full work day as eight (8) hours worked.</b>
Article 23 provides for a joint Board/Union Professional Development Committee, which will meet at least once a year.	Minimum number of annual meetings increased to two. Mandate expanded to include discussion of the use of PA Days, opportunities for Union-sponsored staff development.
No protective language regarding the transportation of students by teachers.	New language: <b><u>27.02.00</u></b> <b>The Board shall not require a Teacher to transport students.</b>

<p>No language on Teacher-in-Charge.</p>	<p>New language clarifying the parameters of TiC assignments will be found in <b><u>35.05.00-35.05.04</u></b>.  Language confirms the voluntary nature of TiC and the liability protection provided for teachers who choose to volunteer, as well as clarifying other matters related to TiC assignments.</p>
<p>No language regarding release time for teachers on joint Union/Board committees.  Union pays the cost for releasing such teachers.</p>	<p>New language:  <b><u>12.04.00</u></b>  <b>For joint employer/employee committees, the Board shall grant paid release time for members to participate if the meeting is held during work hours.</b>  I.e. Board will now pay the cost for releasing such teachers.</p>
<p>No language addressing how and when bereavement leave can be taken.</p>	<p>New language in <b><u>15.01.01</u></b> allows for bereavement leave to be taken, in part or whole, at the time of death or within a reasonable period after death, with provision for use prior to death in extenuating circumstances.</p>
<p>Personal Business Day (<b><u>15.11.00</u></b>)  Teacher <b>required</b> to provide a reason for the request, which may or may not be granted, depending on the reason.</p>	<p>Revised language <b>removes</b> the requirement to provide a reason for the request.  (Caveat: Except in unusual circumstances, the Board will continue to deny requests for a personal leave day on PA Days, exam days, when used to extend a holiday, or when school operational needs require it.</p>
<p><b><u>16.00.01</u></b>  Parental leave extension to a maximum of <b>four</b> weeks if it coincides with a natural break in the school year.  No language on “natural break.”</p>	<p>New maximum of <b>five</b> weeks for the parental leave extension.  New list of <b>six</b> natural breaks in the school year, including the <b>last day of school in June</b>.  This means that teachers whose parental leave</p>

<p>Board recognizes only <b>four</b> natural breaks: Sept. 1, Jan. 1, Semester turnaround, March Break.</p> <p>Teachers whose parental leave ended in late May or June could either return to work or take a personal leave to year end (thus losing benefits until September and losing credit for teaching experience during the leave).</p>	<p>ends in late May/June can now access the leave extension, thus continuing to accumulate teaching experience, as well as maintaining uninterrupted benefits over the summer.</p>
<p>Language controlling the Board's exercise of its management rights:</p> <p><b><u>05.02.00</u></b></p> <p><b>No Teacher shall be disciplined by way of demotion, transfer, suspension, discharge, or withholding of salary without just cause.</b></p> <p>This language stays in the contract and is supplemented by...</p>	<p>...Additional new protective language:</p> <p><b><u>05.02.01</u></b></p> <p><b>The Board agrees that none of its rights or functions will be exercised in a manner that is discriminatory, vexatious, or that is contrary to the provisions of this Collective Agreement or the prevailing statutes governing education and labour in the province of Ontario. The Board agrees that it will abide by the Ontario Human Rights Code.</b></p>

### **Additional Improvements**

1. Improved language in **Article 29—Union Rights** with respect to Union support for teachers in meetings with school admin.
2. Improved language in **34.00.02** with respect to confidentiality of medical records.
3. Letter of Agreement improving the process for posting vacancies at Syl Aps and Section 23 programs.
4. Letter of Agreement to establish a joint committee to review the Board's TPA procedure.
5. Letter of Agreement to establish a joint committee to review the Board's Admin procedure on the investigation of complaints against employees.
6. Letter of Agreement establishing an improved process for the consideration of applications for voluntary transfer during the Spring staffing process.
7. Incorporation of LoA language on potential redundancy into **Article 19** of the contract.
8. Improved tracking of staffing assignments made by mutual agreement through the creation of a Mutual Agreement Form to be completed by the teacher and the principal whenever an assignment is made by mutual agreement.