

## OSSTF District 21 New Permanent Hires Workshop

March 6, 2023 11:30 - 3:00

## What exactly does "permanent" mean?

## Agenda

- 1. Welcome, IAS, A-HS and Introductions
- 2. Knowing Your Collective Agreement
- 3. Pay
- 4. Benefits
- 5. Leaves
- 6. Working Conditions
- 7. Staffing
- 8. Other Information
- 9. Advice and Questions

## Indigenous Acknowledgement Statement

The Ontario Secondary School Teachers' Federation acknowledges and thanks the Haudenosaunee Confederacy and the Mississaugas of the Credit Nation Peoples of this territory and other Indigenous Peoples for sharing this land so that we may come together today in a good way.

## **Anti-Harassment Statement**

A member of OSSTF has the right to a workplace and union environment free from harassment and bullying. Harassment and discrimination are not joking matters. They have a destructive effect on the workplace environment, individual well-being, and union solidarity. Such actions are always unacceptable. As members of OSSTF, our goal must be to protect human rights, to promote mutual respect and trust, and to foster inclusion. OSSTF is committed to strengthening member solidarity and takes seriously its own responsibility to ensure that members are treated with respect and dignity at all OSSTF/FEESO events and meetings.

Please email Daryl Jerome (djerome@osstf21.ca) if you have any concerns.

## Release Officer Portfolios

#### **President – Daryl Jerome**

djerome@osstf21.ca

Relations Officer (Board, Political, Community and Media), Member Services, Joint Advisory, Contract Maintenance, System Staffing, Communications and Social Media, District Office Manager, Provincial Councillor

#### 1st Vice-President – Julie McElroy-Morris

jmcelroy@osstf21.ca

Benefits Officer, Health & Safety Officer, Return-to-Work/Medical Accommodations (Last names: M-Z), Contract Maintenance, Grievance Support, Constitution Officer

#### 2nd Vice-President - Dan Sheeler

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New Members/Occasional Teachers, Return-to-Work/Medical Accommodations (Last names: A-L), Health & Safety, Contract Maintenance, Grievance Support, Communications

#### **Chief Negotiator – Trevor Powell**

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Collective Bargaining, Grievance Officer, Contract Maintenance, System Staffing, Provincial Councillor

# Knowing Your Collective Agreement

Access, Central vs. Local, Violations and Grievances

## What is a Collective Agreement?

"A written contract of employment covering a group of employees who are represented by a...union. This agreement contains provisions governing the terms and conditions of employment. It also contains the rights, privileges and duties of the employer, the...union and the employees."

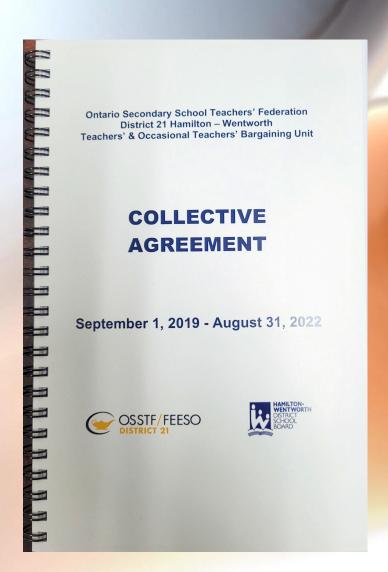
(retrieved from <a href="http://www.labour.gov.on.ca/">http://www.labour.gov.on.ca/</a>)



### Where Can I Find Ours?

We are giving you a hard copy today.

You can also access it online at our <u>website</u> under <u>Teachers Resources</u>.



## Central vs. Local Negotiations

As you may be aware, negotiations were done at both a **Central level** (the Ontario government, School Boards' Association (OPSBA), and Provincial OSSTF) and a **Local level** (the HWDSB and District 21 OSSTF).

A COLLECTIVE AGREEMENT

BETWEEN

THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD

AND

THE ONTARIO SECONDARY TEACHERS' FEDERATION, DISTRICT 21

EMPLOYED BY THE BOARD

### What's the Difference?

Items that were bargained at the Central level (ex. salary changes and length of collective agreements) cannot be discussed at the Local level (ex. class sizes and staffing procedures), and vice versa.



The CA is separated into two Parts: **A** (Central Table articles) and **B** (Local Table articles)

C4.00	Central Labour Relations Committee	
C5.00	Central Grievance Process	
C6.00	Vested Retirement Gratuity Voluntary Early Payout Option	
C7.00	Benefits	

Central articles are denoted by a 'C' in front of the article number and Local articles with an 'L'.

L2.00	Purpose	8
L3.00	Duration, Renewal and Continuation	8
L4.00	Management Rights	
L5.00	Union Dues Checkoff	

## Violations and Grievances

- Part of the role of an OSSTF officer is to protect and uphold our CA
- If you believe that your rights were violated, contact us as soon as possible for advice and support
- When the Board violates the CA, we can try to resolve it informally or formally
- Formal resolutions are called Grievances, which are "owned" by OSSTF
  - Should a grievance occur, the first 2 stages are done locally while the final stage involves going to arbitration (could take up to 2 years)
  - As they are very expensive, these are up Provincial OSSTF
- Sometimes we need to amend the CA outside of negotiations; though rare, when this occurs it involves signing a Letter of Agreement (LOA) or Minutes of Settlement (MOS) with the Board
  - Many of our current LOAs are contained at the end of our CA
  - The additional 3 PLD days was a result of a MOS

## Negotiations

- We continue working under the same conditions until we get a new contract
- Before our Collective Agreement expired (August 31, 2022) the Collective Bargaining Committee solicits member input in the form of a survey
  - This survey forms the "brief" which is used to determine negotiation priorities
- Currently, the bargaining team has been elected and has met, and set additional meetings, with the Board's representatives
- After a central and/or local agreement is reached, members will be called to a meeting to review and then will participate in a ratification vote

## Addressing the Elephant in the Room: Are We Going on Strike?

- We have not taken a strike vote yet
  - The decision to do so would come from Provincial OSSTF
- A strong strike vote DECREASES the likelihood of a strike
  - A strike vote, strike or lockout is legally possible the 17th day following the issuance of the "no board" report; the two sides can keep trying to reach a deal after a "no board" report has been filed.
- Work Action can take various iterations

## Pay

Schedules, Cat 4/Work Experience, Pay Stubs and Grids

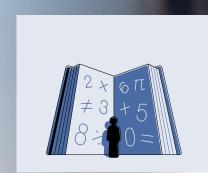
## Pay Schedule

- Permanent Teachers are paid on a biweekly basis from September 1
  to August 31 (27 pays this school year); the pay schedule is updated
  by the Board at the start of each school year
- Despite being paid during the summer, teachers' salaries are based on the 194 working days in a school year
- Teachers are not paid for holidays, nor do they get vacation pay separately
  - Tip: if family or friends complain that teachers get paid while on vacation, you can 'educate' them that, in fact, the Board withholds your earned salary so as to dole it out at a later date...

Effective September 1, 2021 to August 31, 2022, all Teachers employed in the secondary panel shall be paid on the following salary grid:

		od yu	-	
Year	CAT. 1	CAT. 2	CAT. 3	CAT. 4
0	\$48,208	\$50,841	\$54,786	\$57,851
1	\$50,841	\$53,686	\$58,073	\$61,356
2	\$53,465	\$56,537	\$61,356	\$64,865
3	\$56,092	\$59,382	\$64,642	\$68,367
4	\$58,721	\$62,231	\$67,931	\$71,880
5	\$61,356	\$65,082	\$71,222	\$75,385
6	\$63,989	\$67,931	\$74,512	\$78,887
7	\$66,618	\$70,783	\$77,794	\$82,390
8	\$69,253	\$73,628	\$81,078	\$85,896
9	\$71,880	\$76,476	\$84,363	\$89,409
10	\$74,512	\$79,327	\$87,654	\$92,916
11	\$80,641	\$85,465	\$96,428	\$102,999

## Am I Being Paid Correctly?



#### Here are the Steps

- 1) Find out where you are on the pay grid see L11.08 (c)
  - For example, if you are in your 4th year of teaching and QECO has placed you at category 3, how much you make this school year? \$64,642
- 2) Take that annual salary and divide it in ½. Since you started ½ way through the school year, your salary for semester 2 is \$32,321 (1/2 of \$64,642). Assuming that we are still using the same example.
- 3) Take that ½ year annual salary and divide it by 14 (# of pays). There are 14 pays between the start of semester 2 and the last pay in August. Again, using the same grid placement \$32,321 / 14 = \$2308.64 per pay.

#### What about if you have less than 3 lines of permanent work?

Using this same annual salary as an example, you would add one extra step.

- 4) (a) if a teacher was had 2 permanent lines this semester, they would take that same  $$2308.65 \times .667 = $1539.86$  per pay.
- (b) if a teacher was had 1 permanent lines this semester, they would take that same  $$2308.65 \times .333 = $768.78$  per pay.
- (c) You would add any additional daily supply work or your LTO pay on top of the pay you get for a permanent line(s) to come up with your total pay for two weeks.

Remember this is gross pay (pay before deductions) and not net pay (pay after deductions) and we have a lot of deductions.



Sep 16, 2021

View Timesheet

For the Period of Sep 05, 2021 to Sep 18, 2021

#### \$ Earning

Secondary Teache

Туре	Units	Amount	YTD
REG	0.00	\$3,961.50	\$69,110.40
GRD ADJ	0.00	\$284.73	\$2,767.26
Total	0.00	\$4,246.23	\$71,877.66

#### **Deductions**

Туре	Amount	YTD
EIC	\$0.00	\$889.54
CPP	\$0.00	\$3,166.45
TAX	\$813.86	\$13,849.53
TPP CL1	\$509.55	\$7,639.72
LTD T	\$88.32	\$1,308.24
DEN	\$10.01	\$90.09
EHC	\$19.03	\$171.27
ON CT	\$0.00	\$170.00
OSSTF	\$67.94	\$1,150.03
OSSTF LE	\$8.49	\$67.68
Total	\$1,517.20	\$28,502.55

Pay Number: 202102

#### **Ⅲ** Taxable Benefit

Current	YTD
\$0.00	\$0.00

#### **Ⅲ** Total Board Share

Current		YTD	
	\$0.00		\$4,203.67

#### **Ⅲ** Net Pay

Current	YTD
\$2,729.03	\$43,375.11

#### **■ Annual Pay**

Hourly Rate	Annual Salary Rate	
\$66.37	\$110,402.00	



Туре	Amount	YTD
EIC	\$133.53	\$267.06
CPP	\$448.55	\$898.14
TAX	\$1,627.43	\$3,260.58
TPP CL1	\$878.94	\$1,757.88
LTD T	\$141.45	\$282.90
DEN	\$10.01	\$20.02
EHC	\$19.03	\$38.06
ON CT	\$0.00	\$170.00
OSSTF	\$135.22	\$270.44
OSSTF LE	\$16.90	\$16.90
Total	\$3,411.06	\$6,981.98

#### **Definitions**

EIC: Employment Insurance

Contribution

CPP: Canadian Pension Plan

TAX: Government Taxes

TPP CL1: Teachers' Pension Plan

LTD T: Long Term Disability -

Teacher

DEN: Dental

EHC: Extended Health Care

ON CT: Ontario College of Teachers

Fee

OSSTF: OSSTF Provincial Dues OSSTF LE: District 21 Local Levy

Earning Pay Code	Description	Deduction Pay Code	Description	Deduction Process
DAYS_NOT_PAID	10% reduced days or unpaid days	EIC	Employment Insurance	all pays until maximum
REG	regular earnings	СРР	Canada Pension Plan	all pays until maximum
RETRO	retro payment	TAX	Income tax -federal and provide	ciall pays
GRD ADJ	grid adjustment	ТРР	Teachers' Pension Plan	all pays
ASST HEAD	Assistant Head allowance	LTD T	Long Term Disability	Sep to June 1st and 2nd pay
HEAD	Dept Head allowance	CELL_EXP	Cell phone expense	when applicable
SEC COMP	Secondary Computer Liason allowance	CHILF	Child Life Insurance - OTIP	2nd pay of the month
SEC CONS	Consultant allowance	DEF SAL	teacher fundned leave	if applicable all pays
SEC CTC	Secondary CTC Program Lead allowance	DEN	Dental - OTIP	2nd pay of the month
SEC DEG	Secondary Degree allowance	EHC	Health Medical -OTIP	2nd pay of the month
SEC ELEM	Secondary Elem Spec Ed allowance	FSP	Family Support	1st and 2nd pay if applicable
SEC INTE	Secondary Inter Spec Ed allowance	LOTT	Pay day Lottery	if applicable per foundation noti
SEC SDEG	Secondary Second Degree alllowance	ON CT	College of Teaches	1st Pay in January
SEC SPC	Secondary Spec Ed allowance	OPADD	Optional AD&D - OTIP	2nd pay of the month
SEC SPEC	Secondary Special Assignment allowan	OPTLF	Optional Life - OTIP	2nd pay of the month
SEC XTRA	Secondary Extra Degree Allowance	OSSTF	Union Dues	all pays
BO NP_NV	Bonus No Pension No Vacation - Misc.	OSSTF LE	Union dues levy	all pays
DES STE	Designated Teacher payment	RA RSSP	Gratuity transfer to RRSP	when applicable
DFR PAY	Teacher funded leave payment	SPAD	Spouse AD&D - OTIP	2nd pay of the month
EMP EXP	employee expense reimbursement	SPLIF	Spouse Life Insurance - OTIP	2nd pay of the month
MILEAGE	mileage expense reimbursement	T4ATAX	Gratuity tax	when applicable
REG DED	regular salary deduction	TCU	Tandia Credit Union	all pays
RET ELI	retirement gratuity eligible		100	43
RET PD	retirement gratuity paid			
RET NON	retirement gratuity non eligible		10	
SEB BW	Employment insurance top up payment	1		

## Moving to Category 4

- Various additional qualifications (honours specialist, masters, etc) can move you to category 4; check QECO's certification charts
  - A teacher at Year 2, Cat 4 makes \$3509 more than a Year 2, Cat 3 teacher; at Year 12, Cat 4, the difference is \$6571 per year when compared to the Year 12, Cat 3 teacher!
  - When you get your new rating statement, make sure the Board gets that proof. QECO sends it to you, <u>but not the Board</u>.
  - After working 2 years of working experience in your area of qualification(s), you're eligible to take an Honours Specialist AQ
- Through the Educational Services Committee (ESC)
   District 21 OSSTF offers an annual (up to \$100) subsidy for
   an eligible AQ or PD: <u>Procedure</u> / <u>Claims Form</u>

## Work Experience

- Article L11.09 lists the various types of relevant work experience, as well as how to apply to HR to have it be considered
  - Experience: Trade, Business, Related Work/Educational
- Each full year of recognized experience rounded to the nearest year shall count as one (1) year of teaching experience on the grid
- Newly hired teachers must submit all documentation on related experience during the first 12 months with the Board, otherwise, retroactive payments shall be limited to the date of application provided all documentation required is submitted to the Board within twelve (12) months of the application

## Benefits

Overview, OTIP, Being Part-Time, SEB

## **Benefits**

- Our Benefits provider is OTIP (Ontario Teachers' Insurance Plan) and the underwriter is Manulife
- Negotiated Centrally, found in Article C7.00 Benefits
- Part of your compensation package; you can pay extra for dental, family coverage and increased life insurance
- As per C7.9(b) new permanent hires...who are eligible for benefits from the OSSTF ELHT (OSSTF Employee Life and Health Trust) are not eligible for pay in lieu of benefits
- Access the <u>OSSTF Benefits website</u> and the <u>Benefits-at-glance</u> handout for more information

## Being Part-Time

- If you do not have a full 3 line entitlement in a semester (or if you reduce your workload via a VTR), you have the option to pay for the difference to get full benefits
- OTIP will contact you about this and the calculations will be personalized for you after logging into OTIP's website
- You can contact OTIP via their <u>website</u> or calling them at 1-800-267-6847

## SEB

- SEB is an acronym for Supplemental Employment Benefits
- Permanent teachers, LTO teachers and ADS teachers get a maternity top up from El benefits to 100% salary paid by the Board for 8 weeks
- We have comprehensive resources on our website about maternity and parental leave: <u>Booklet</u> and <u>Presentation</u>

## Leaves

Sick, Personal, Compassionate, Bereavement, Maternity/Parental and others

### Sick Leave

- Each school year a full-time teacher will receive 11 sick days at 100% pay and 120 short term sick days at 90% pay
- Sick leave is deducted on a per period basis
  - Prep periods do not get deducted; make sure your partial EasyConnect absence reflects this
- C9.1(a) Routine medical and dental appointments will be scheduled outside of working hours where possible
- You can check your available balances on the EWP
- If you have any of your remaining 11 sick days left over, they will be carried over to next year only to be automatically used in 10% increments to top up 90% pay to 100%; don't carry-over
  - •Ex: if you had 5 days used, you would have 60 short term sick days at 100%

## Attendance Management Program

- In 2019, the Board implemented the AMP
- If a member is absent using 'personal illness 01' for 9 full days over a 14 month period (12 working months) they'll be entered in Phase 1
- Phases increase in formality until Phase 4, where a member could be terminated; OSSTF represents members at each phase meeting
- 'Vetted' absences generally do not count toward the AMP (eg. FAFs, doctor's notes)
- Non-personal illness 01 absences do not count (eg. PLDs, CL, medical appointments, etc)

## Providing a doctor's note

- Our Collective Agreement states that "a Teacher who is absent from the Teacher's duties for a period exceeding five (5) consecutive working days must produce a certificate of illness from a qualified physician or licentiate of dental surgery"
- So, if you are returning to work after being off for five consecutive days, you do not need a note
- If you are off for six consecutive days, you need a note
- Notes can be scanned and emailed to <u>esw@hwdsb.on.ca</u> or faxed to 905-527-1488
- If your doctor charges you, the Board will reimburse you up to \$35; it can be submitted in the same way as above

## **Medical Accommodations**

- Should you need to be off for an extended period, you may be required to complete a Functional Abilities Form (FAF) and then provide updates (often 4-6 weeks)
- The FAF is part of our Central CA and is completed by medical practitioners to give the Board enough information about restrictions and limitations to provide accommodations or approve your absence
- If you are charged for the FAF's completion, save and submit the receipt to <a href="mailto:esw@hwdsb.on.ca">esw@hwdsb.on.ca</a> to get reimbursed (up to \$35) on a future pay

- After submitting a FAF, you will be assigned an ESW
   Specialist based on the school to which you are assigned
- At any Wellness or Return to Work meeting, you will have OSSTF representation
  - Dan Sheeler supports members with last names A-L
  - Julie McElroy-Morris supports members with last names M-Z
- Restrictions and limitations will be used to determine any accommodations, and you will be provided with an Individual Accommodation Plan (IAP), which will be reviewed and updated as needed
  - Your doctor is responsible for the restrictions/limitations, but the Board is responsible for the accommodations
- Your Administration will only know your accommodations
- If you are off work entirely, the Board needs to clear you before you can return to work

## Do I still get 11 days at 100% and 120 days at 90% if I am off with the same illness from the previous year?

- No. If you are a permanent teacher on sick leave at the end of June and are still sick in September with the **same** illness, you are still using your sick leave from the previous school year
- If you are running out of sick leave, you will want to contact us about applying for Long-Term Disability (LTD)
- To get your bank of sick leave replenished, you must return to work for 11 consecutive days in the new school year
- Monitor your EWP as the Board's system is not robust enough; email any concerns to <a href="mailto:esw@hwdsb.on.ca">esw@hwdsb.on.ca</a> and cc us.
- If your family situation requires a workplace accommodation, contact Dan Sheeler about a Family Status Accommodation

#### Bereavement

As a permanent teacher you get:

- •4 work days death of a spouse, son, daughter, mother, father, sister or brother of the Teacher or the Teacher's spouse
- •3 work days death of other relatives of the Teacher's or the Teacher's spouse's immediate family
- •1 work day death of a close friend
- 1 additional day upon prior request and approval by the Superintendent of HR, often for travel related reasons
- None of these days are deducted from your sick leave bank
- Despite EasyConnect asking for the connection, you do NOT need to provide this information

#### Personal Leave Days (PLD)

- Permanent teachers are entitled to two PLDs each year
- You can use them individually or concurrently
- They can abut a holiday
- Provide 72 hours written notice, except in an emergency
- One teacher can be off on a PLD for schools under 50 teachers and only two for staff of over 50 teachers
  - Make sure you check with your school's internal procedures
- They are NOT docked from your sick bank and they do not carry over
- Quadmester Minutes of Settlement

#### Compassionate Leave

- You are able to access up to 3 compassionate leave days per school year
- They are fully paid and do not come out of your sick bank
- HR (Danielle Meville) needs to be informed prior to taking them; some are automatic, others require approval
- If an emergency occurs, use Code 60 or 61 (family Covid) and then email Danielle asking for it to be made a CL Day

#### Compassionate Leave Reasons

- The following are automatically approved:
  - Attending to a loved one who is dying or at risk of death
  - Caring for an ill dependent/ill immediate family member while alternate care arrangements can be made
  - Attending to matters that cannot be scheduled outside of working hours that: would have grave financial or health related consequences on the Teacher or family members and/or, the Teacher has no opportunity to influence the scheduling of an event
  - A sudden or serious illness in the Teacher's household
- Any other circumstances deemed appropriate under compassionate grounds with prior approval required by the Superintendent of Human Resource Services or designate

#### Other Leaves

- There is more information in the CA on entitlements to:
  - Holy Days
  - •Federation leave
  - Short and long-term leaves without pay
  - •Teacher funded leave "4 over 5"
  - Leave for OSSTF / elected office
  - •Family medical leave or critically-ill child-care leave

# Working Conditions

Times, APAs, Class Sizes, Mutual Consent, Work Refusals, Other Information

#### **Times**

- For a full-time teacher teaching 3 classes, your working day is 225 minutes (3 x 75 minute classes)
- You are entitled to a 40 minute uninterrupted lunch
- According to the Education Act, you are required to be at work 15
  minutes before the start of that worksite's day; you are NOT
  required to remain for specific amount of time after the worksite's
  day ends
- The Board's expectation is that members remain on-site during their prep
  - Be sure to know and follow your worksite's procedures for when you are off site during your prep

## Additional Professional Activities (APAs)

- You may be assigned an APA such as a coverage on your prep or supervision at lunch
- APAs can only be 37.5 minutes long except for:
  - exams, which can be be up to 75 minutes
  - assemblies, which can be up to 60 minutes
- You can only have 1 assigned per day
- APAs are prorated to the number of lines you teach
- If you are "trading" supervisions, you may want to inform Administration/the Office Administrator

	Maximum # of ½ period on- calls	Maximum # of ½ period on-calls /supervisions/ mentoring
Effective September 2011	25	48

## Class Sizes and Assignments

- Our CA has a specific cap on class sizes
- 10% flex factor per course, max 5% flex factor overall
- eLearning has a cap of 35; there is no flex factor
- Destreamed is 25 with a flex factor, though we are grieving that
- You can only be assigned to courses you are qualified to teach; any other courses must be agreed to via written mutual consent, including any tri-stacks or more than four ½ credit courses per year

Course Levels	Maximum Class Size
Academic	29
College University / University	30
Applied	22
Tech (Auto, Wood, Machine, Construction, Hospitality Services,	22
Hairstyling & Aesthetics, Integrated Technology	11111
Workplace	19
Alternative Education	19
College/Open	28
ESL/ELL	21
Locally Developed/ Essential	14

#### Class Size Maximums

- Class size maximums are to be in place from the eighth working day of the semester
- If after that you are over your class size maximum, it must be grieved; please inform your Branch President and/or our office immediately
  - •We will also need proof of the class size overage

#### **Mutual Consent**

- To teach outside your qualifications and/or classes outside the instructional day, Principal must have obtained written consent from all teachers who are teaching outside of the OCT qualifications PRIOR to classes starting
  - •If you have not given written consent to teach outside your area, we require your name and course codes (timetable) in order to file a grievance
- Also, a class that has more than a double-stacked course code, more than 4 half courses per year and CHV2O (Civics) also requires mutual consent (as there is no qualification)

#### **Work Refusals**

- Any worker has the right to exercise a work refusal
- Process can be intimidating to some, but it can be a quickly addressed, highly effective way to address safety concerns
- Teachers have a limited right of refusal they can't simply leave students unattended if they feel unsafe based on our duties and obligations as teachers
- The hazard must be present at the time
- You must inform their Admin and allow them to rectify the situation, but if it's inadequate, you can say that you feel unsafe and are exercising a work refusal; you should be moved to a space where you'll feel safe
- A worker rep from the CJHSC Committee will attend
- Ministry of Labour may send a rep to investigate
- Members can also submit identified and anonymous <u>complaints</u> to the Ministry of Labour (slower process)

#### Other Important Information

- NTIP provides you and your mentor with release time
- Exam duty occurs on exam day that is your prep
- Exam minimum turnaround time for marks:
  - Sem 1 is 48 hours and Sem 2 is 36 hours, based on working days
- For ½ courses that end mid-semester, you cannot be assigned APAs during the 48 hours after exam/CT finishes
- Regularly scheduled staff meetings shall be:
  - no more than once per month on average
  - begin no later than fifteen (15) minutes after the students' instructional day ends
  - no more than seventy-five (75) minutes in length
  - you are expected to attend; when unable to do, you need to make every reasonable effort to inform Admin

# Staffing

Expansion, Redundancy and Surplus, Placements, Transfers and Timetable Reductions

## Requesting Expansion

- •Teachers that have less than 6 lines of permanent status must request expansion EVERY semester until they have been expanded to full-time equivalency (FTE) or 6 lines
- •This is done via the electronic form available in the **EWP**
- •This declaration must occur by April 1<sup>st</sup> for sem 1 of the next school year and by November 1<sup>st</sup> for sem 2
  - If dates are missed, you are NOT guaranteed to be expanded
- Expansion requests are based solely on seniority

## **Understanding Surplus**

- •Surplus occurs when a permanent teacher still holds a job, but are low in seniority and are not needed at the school where they presently hold lines; they can still apply for perm jobs
- Generally by seniority, unless it would result in program closure
- If unsuccessful to postings, placed at a staffing meeting to a new school in lines that they are qualified to teach
- Department Heads cannot be surplussed; Acting and Assistant Heads can be surplussed
- Notification timelines: December 1 in sem 1 and May 1 in sem 2
- Prior to January 15th in sem 1 and June 15th sem 2, a surplus Teacher shall be given the first opportunity to return to the school in which they were declared surplus should permanent teaching lines become available that the surplus Teacher is qualified to teach

  Created by OSSTF District 21 (2021)

## If surplus, here is the form you will be sent:



Human Resource Services Hamilton-Wentworth District School Board 20 Education Court, P.O. Box 2558 Hamilton, ON L8N 3L1

TEL 905-527-5092

#### **TEACHER PROFILE SUMMARY**

NAME:	Employee ID #	
Current Line Entitlement:LINES  Please check the box below if you have requested a Voluntary Timetable Reduction for the upcoming school Year  Please list any additional qualifications <u>not listed</u> on OCT CERTIFICATE OF QUALIFICATION for which you are currently enrolled.		
,		
Level (I=Intermediate; S=Senior; AQ = (Additonal Qualification)	Subject	
eg. Intermediate	Biology	
For teachers with Special Education of contained Special Education Class? YE List the top 4 schools/system program		
SCHOOL/I		
1.		
2.		
3.		
4.		
	villing to teach with a mutual agreement	
SCHOOL/L	OCATION	
1.		
2.		
3.		
4.		
5.		
6.		

curiosity · creativity · possibility

#### **Understanding Placements**

- If you need to be placed into a position, there are specific criteria related to it based on when it occurs:
- i) Permanent School Teachers placed at the June staffing meeting into six (6) permanent lines
- ii) Permanent School Teachers placed at the January staffing meeting into three (3) permanent lines
- iii) Permanent School teachers placed at the January staffing meeting into two (2) permanent lines and one (1) LTO line
- iv) Temporary School Teachers placed at the June staffing meeting into three (3) permanent lines
- v) Temporary School Teachers placed at the June staffing meeting into LTO lines
- vi) Temporary School Teachers placed at the January staffing meeting into LTO lines
- vii) Temporary School Teachers placed at the January staffing meeting into two (2) LTO lines and one (1) permanent line

## **Understanding Redundancy**

- Redundancy is when there is no permanent job for you
- This scenario only happens at the end of April
- You must be notified by April 30th
  - After that time, if you have not been listed as redundant, you are guaranteed permanent work for the following school year, even if enrolment declines
- Teachers that are redundant have recall rights for 5 years (previously 3 but we successfully negotiated an increase)
- Redundant teachers are recalled strictly based on seniority
- No teacher can be expanded to full-time or hired until all teachers have been recalled from redundancy

## **Determining Your Seniority**

- When you are low in seniority you are more likely to be declared surplus or redundant
- Seniority is outlined in our Collective Agreement under Article L20.01
- Your seniority is determined by taking your start date as a permanent teacher and then adding all Long Term Occasional assignments from September 1, 2019 until your permanent start date
- These LTO assignments are added and accrue for an earlier start date as permanent teacher

## Tiebreakers for Seniority

# There are a number of tiebreakers when teachers start date and accrued LTO service are the same. They are:

- (b) The most teaching experience in our Board (either secondary or elementary)
- (c)The most secondary teaching experience in other Boards in Ontario
- (d) The most elementary teaching experience with other Boards in Ontario
- (e) The most out of province teaching experience
- **(f)** The earliest acceptance of a teaching position in our Board Should there still be teachers with equal seniority, their position is determined by lottery

#### Transfers and Timetable Reductions

- Voluntary Transfer Declarations
  - · Can submit a VTD to be able to move to another worksite
  - While preferences are solicited, there are no guarantees
  - Deadlines: April 15 for the following school year and November 15 for sem 2 of the current school year
- Job Exchange
  - Temporary exchange, up to 1 year
  - Requires Superintendent's approval
  - Deadline: April 1 for following school year
- Voluntary Timetable Reduction
  - Must teach at least 1 line per semester
  - Pay, benefits and APAs prorated
  - Deadline: April 1 for the following school year and November 1 for sem 2 of the current school year

# Other Information

OCT Fee, Reactivation, Getting Involved, Harry Paikin, NTIP

#### Ontario College of Teachers

- \$200 is taken off your first January pay and submitted to the College; as long as you are permanent and not redundant, you no longer have to arrange payments
- If you are redundant and in an LTO when the fees are due, you will again have to arrange for payments OR If you are on any type of leave then you must pay the OCT yourself
- As a permanent teacher you will not longer have to complete the OT reactivation form
- Members are required to complete the electronic <u>Sexual Abuse</u>
   <u>Prevention Program</u> through the OCT

## **Getting Involved**

- OSSTF's motto is "Let us not take thought for our separate interests, but let us help one another"
- Every branch (worksite) has a series of roles members can volunteer to participate in, including:
  - Branch President and Deputy Branch President
  - Reps: Collective Bargaining Rep, Communication/Political Action, Educational Services, Health and Safety, Status of Women, and Human Rights
  - Branch Elections are held in September
- Attending our <u>Annual General Meeting</u> (AGM)
  - This year's AGM is on April 20 at 4:00 p.m at Liuna Station
- Other ways to get involved include sitting on committees/workgroups, running for Executive Officer positions, and running to attend AMPA

#### Harry Paikin Fund

- The Harry Paikin District 21 Student Benevolent Fund is a bursary that provides financial assistance to underprivileged students and students-in-crisis attending secondary schools in the HWDSB
- If you know of a student in need of this sort of support, you can complete an application and submit it to your local school's Head of Student Services for the committee to review
- Assistance is usually a one-time payment, though alternative methods have been used
- You can find the <u>application form</u> in the Teachers' Resources section of the District 21 website.

Learning's achieved through head, hand and heart,
And the greatest of theses is heart.
Learning is not to be exploited or hoarded,
It must by all be ably afforded.
Learning's not meant to feed the fires of strife
Linked only to peace can it build a happy life.

– from Hall of Learning by Dr. Harry Paikin

#### **NTIP**

- Each year, the Board's PD Department runs NTIP
  - This year they separated the NTIP candidates into 2 groups based on whether they were in their 1st or 2nd year of NTIP
- Mentors are now solicited and assigned by the Board
- NTIP requires 2 successful TPAs
- This year, the Board ran release day workshops for mentors/mentees
- More information in general can be found on the Ministry of Education's <u>website</u>, including a manual and clarify on the TPA process

# Advice and Questions

- 1. Being Sick: don't be a martyr and come in when you are sick. Sick leave is not just for physical ailments no one needs to know the nature of your illness. If possible, don't call in sick on a snow day!
- 2. Emergency Lesson: Make a stand alone lesson that can be slotted in anywhere in the curriculum for each class and leave it somewhere accessible. That way if you are really sick, leaving work becomes easy (and update if you are away, so you still have a lesson, next time).
- 3. PLDs: Make use of your personal leave days and don't feel guilty about using them. We bargained these days for a reason.
- 4. Pension: Get yourself registered with OTPP, so that you can login and review what retirement looks like with the pension calculator, even if retirement is a long way off. It will make you appreciate why you pay so much money into your pension plan.
- 5. Balance: Remember to keep a positive work/life balance, because no job is worth endangering your health and, work-wise, everyone is replaceable.

- 6. Social Media: There is no 'personal' or 'private' with social media. Be aware of what you post/share, as every year (and increasingly) we are representing members in Board investigations after social media content critical of the Board was shared with HR.
- 7. OSSTF: Don't be afraid to call the OSSTF office (905-574-8285). All calls are confidential and they can be a good place for information and support.
- 8. AGM: Make sure to find time to go to the Annual General Meeting each year. You pay union dues and you should understand how those dues are used.
- 9. Boundaries: Don't share your personal contact information. Don't touch students. Avoid 1-on-1 closed door situations. Be professional and concise in your communication with students and parents/guardians, especially written.
- 10. Reality: Don't reinvent the wheel. If you have work colleagues that have taught courses in the past, ask them if they have any lessons they might be willing to share. It is not up to you to solve all of the problems. Don't be afraid to ask for help.

These articles also contain some excellent advice for mitigating your workload, being efficient and ensuring you have time for yourself, your family and your friends.

- 1. 10 Ways Teachers Are Actually Making More Work For Themselves
- 2. 15 Most Useful Keyboard Hacks to Save Teachers Time
- 3. This Year Has Been Brutal for Teachers. Here's How It Changed Me