

# OSSTF Limestone District 27

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## MEMORANDUM

**To:** ALL MEMBERS OF THE TEACHERS' BARGAINING UNIT

**From:** Steven Newstead, President  
Teresa Marrello, District Officer

**Re:** Important Information  
Highlights of the New Collective Agreement  
September 2008 – August 2012

**Date:** February 13, 2009

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We hope that each of you had a successful first semester and a smooth start to semester II. We would also like to welcome all new members to OSSTF and welcome back members returning from leave.

As we begin semester II, members will be working with a new Collective Agreement. On January 27, 2009, members of the OSSTF Limestone District 27 Teachers' Bargaining Unit voted 96.5% in favour of ratifying a new four year collective agreement. Getting to this point has taken the better part of two years and we would like to thank all members of the Negotiating Team, Collective Bargaining Committee, Teachers' Bargaining Unit Executive, and each individual Member for all of the hard work, direction and support throughout this process.

Below are some highlights of the new collective agreement as well as other important information for Teachers and Occasional Teachers.

### **Class Size Maxima Grievance**

The President, District Officer and Chief Negotiator met with the Board on numerous occasions to review the class sizes and discuss violations. We compared the information on the matrices with the information from our members' class size surveys. There were some anomalies. The Board agreed that most of the additional classes indentified were over maxima or over +4. We did not reach agreement on four classes.

We sought advice from Provincial Office. As a result, we filed a Party Grievance in an attempt to increase the penalty to the Board for violating the class size maxima. We also felt it would help us in our contract negotiations.

We settled the Grievance as part of the negotiation process. Members whose classes were in violation received a choice of a monetary settlement using the following formula:

$$\frac{\text{Pupil Foundation Grant } (\$64,301.0)}{6} \times \frac{\text{Number of Students in Violation}}{\text{Class Size Maxima}}$$

or release days (two days per student violation) or a combination of the two. Our remedy is currently better than any other negotiated remedy or arbitration settlement in the province. We remain committed to working toward the goal of no class size maxima violations.

### **First Day Course Outlines**

The President and District Officer met with the Superintendent of Education, the Secondary Curriculum Consultant, and the Secondary Literacy Consultant on February 10 to raise concerns and seek clarification regarding the 1<sup>st</sup> day course outlines produced by the District Curriculum Team. As a Federation we are concerned with the professional autonomy of our members as well as with increased workload issues for our members.

We discussed the amount of detail required in the *Summative Assessment Task* section. We confirmed that teachers are able to edit the documents to suit their needs as long as the changes adhere to the Board's Assessment and Evaluation Policy. Some samples of Limestone Teacher developed course outlines were shared in which numerous changes were evident. Teachers do not have to go into great detail when they list the summative assignments required and can change them over the semester to respond to student learning. The superintendent stressed that the intent is to support teachers in the classroom. The Curriculum Team felt that classroom teachers often assign more summative tasks than necessary for their students.

We suggested changes to some of the wording in the *Late or Missing Assignments* and *Academic Honesty* sections. Additionally, we felt it was important to recognize the role good attendance and punctuality play in a student's success at school; and as such, we felt it should be stated in the course outline. We discovered that the Board does not have an Academic Honesty Policy. Individual schools develop their own policies and include them in their school's Code of Conduct. We suggested that perhaps the Board should take a stronger, consistent Board-wide position on academic honesty.

The Superintendent of Education was open to further dialogue between the Federation and the Board in the area of Assessment and Evaluation. The Curriculum Team wants to work collaboratively with Teachers to develop tools that support Teachers in the classroom.

We are seeking input from our members regarding the implementation and development of the 1<sup>st</sup> day Course Outlines. Any feedback we receive will be shared anonymously with the Superintendent. Please forward any questions, comments and/or concerns regarding the 1<sup>st</sup> day Course Outlines or the Board's Assessment and Evaluation Policy to the President, Steve Newstead, at [tbupres@kingston.net](mailto:tbupres@kingston.net).

### **Member to Member Conflicts—Advice for Members**

If you have an issue with another member; you should speak to that member confidentially and in person to try to resolve the issue. If this is not appropriate or successful, the next step is to discuss the difficulty with your Branch President or other Federation representatives (President or District Officer) for advice on protocol. Mediation between members can be arranged and has been successful in the past.

Please remember that OSSTF members who make adverse reports against other members (including occasional teachers), and/or members who cannot get along with colleagues, may be subject to discipline by the Board, by the College of Teachers, by OSSTF, or even subject to Human Rights complaints and/or legal action.

## **Highlights of the New Collective Agreement September 2008 – August 2012**

### **Personnel Files**

- Disciplinary letter may be removed from your file after two years with minor exceptions.

### **School Organization/Teacher Workload**

- Prior to implementation, any change to the system or school timetabling structures shall be reviewed through the Board/Federation Committee
- Participation in a Professional Learning Community shall be voluntary
- Total On-Call/Supervision/Mentoring reduced to 46 (½ periods) yearly
- School to Community prep time increases yearly to reach 342 minutes per week by 2012
- Focus Programs—only new programs and those positions for which the incumbent teacher has indicated their intention not to continue will be advertised

### **Entitlement**

- Focus Program Teachers retain entitlement at home school for two years and then their entitlement is transferred to the host school
- Retroactive contracts deleted allowing regular part-time teachers with entitlement to increase to full time

### **Short-Term Leave**

- Inclement weather—softened language from “shall” to “may”
- Teachers must contact the School and report late to school **when/if** road conditions permit
- If road conditions do not improve, Teacher must contact the school a second time
- Teachers fill out a Severe Weather Leave form with no loss of pay or sick leave
- These are used in the event of extremely severe weather (ie bus cancellations) or if a public road is not ploughed for the day and a Teacher feels it is unsafe to come to work
- Removed the potential of being assigned to an elementary school

### **Pregnancy and Parental Leave**

- No black out periods (ie Winter Break, March Break and Summer) for the remaining 11 weeks of pregnancy leave **after** the 6 week presumptive period of recovery
- Parental Leave—60% top-up increased to 15 weeks from 10 weeks, no black out periods
- These improvements are retroactive to September 2008
- Adoption Leave available for pre-adoptive purposes

### **Leaves of Absence**

- Consistent date to apply for all leaves--April 1 instead of March 31
- Clarification on purpose of a sabbatical leave
- Clarification x/y leaves are now calculated by semesters not years

### **Sick Leave and Gratuity Plans**

- Upon retirement or resignation, new language allows you to receive payment in up to two installments for tax deferral reasons without penalty or in one lump sum payment

### **Workplace Safety and Insurance Act**

- Teacher can now increase their benefit from 85% to 100% using accumulated sick leave

### **Health & Safety**

- Teachers of Construction, Manufacturing, Transportation, and Co-op Teachers visiting industrial worksites are required to wear protective footwear
- New Benefit--Board will reimburse these Teachers \$150 per year for CSA approved footwear
- Teachers submit receipts to their Principal for reimbursement
- Medical procedures Teachers are not expected to perform are clearly outlined

### **Adult Education and Alternative Education Credit Programs**

- Clarification that these sites are part of the secondary school they are affiliated with and as such can access all student supports available through the school

### **Travel Allowances**

- Where the Board mandates a Teacher to attend Professional Development or Board In-Servicing, the Board will pay mileage if the criteria below is met
- The Teacher shall be reimbursed, at the Board rate, the difference in the distance from their home to their regular worksite and their home to the in-service site, if the distance travelled is greater than 40 km round trip
- The Board Mileage Rate is currently .43 cents a km

### **Allowances for Related Work Experience**

- Recognition for Related Work Experience other than Technological Education
- Two years of recognized experience for every 1 year on the grid up to 5 grid years for Teachers who commenced employment no earlier than September 1, 2004 and who as of September 1, 2008 are not being paid at 5.0 years of experience on the grid
- Experience must be related to the subject(s) you were hired to teach

- Application forms are available on FirstClass and our District Website for employees who fit the criteria and must be submitted by May 1

### **Salary Grids and Allowances**

- 3% per year salary increase for four years
- 3% per year increase for four years for Post-Graduate Degrees
- 3% per year increase for four years for Department Head's Allowance
- 3% per year increase for four years for Night School and Summer School Teachers
- All increases are retroactive to September 2008 and will be reflected on your February 20 or March 6 pay

### **Employee Benefits**

- Enhancements to our Benefit Plan are effective September 1, 2010
- New Benefit—Eye Examinations—1 exam per 24 month period
- Improved Benefit—Vision Care--\$470/24 month period (includes Laser Eye Surgery)
- Improved Benefit—Dental Care--\$3000 for Orthodontics
- Improved Benefit—Massage--\$35 per visit to a yearly maximum of \$300

### **Occasional Teachers**

- Extended Occasional assignment reduced from 12 days to 10 days—ie Teachers get paid on the grid after 10 consecutive days
- Daily Rate increases—calculated as 1/207 of Category 1/Year 0 of the Salary Grid
- Same Daily Rate for all casual occasional teachers--45 days of documented teaching experience no longer required
- September 1, 2008 Daily Rate = \$212.79, 2009 Daily Rate = \$219.17, 2010 Daily Rate = \$225.74, 2011 Daily Rate = \$232.51 (these rates included payment in lieu of benefits)
- Long Term Occasional Teachers in an assignment beyond 40 school days may be granted up to 3 personal days
- New language regarding Occasional Teacher's List and Dispatch Process incorporated

### **Staffing**

- Principals will develop a School Staffing Plan each year
- Federation will receive the School Staffing Plan prior to Staffing for the next school year
- Members will be notified if they are Surplus to their School or Redundant to the System by May 31
- School Staffing Plans shall not include any Teacher declared Redundant to the System
- Teacher Surplus to their School will be asked if they wish to be returned their home school should an opportunity arise during the Staffing process
- Teacher identified as Redundant to the System will be provided with an opportunity to accept a placement at NAEC or SLHS by June 7
- Teachers may include their preferred teaching assignment on the Voluntary Transfer List
- Teachers may withdraw from the Transfer List at any time, **prior to transfer**, through written notification to the Federation

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Questions? Please don't hesitate to call or email.

Email: [tbupres@kingston.net](mailto:tbupres@kingston.net) (Steve)  
[officer@kingston.net](mailto:officer@kingston.net) (Teresa)