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**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
 NIAGARA TEACHER LOCAL
 PROVINCIAL TAKEOVER
 BULLETIN #7**

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The ETFO and OPSBA Proposals

There has been much printed in the press and reported in the media about the last Provincial Discussion Table (PDT) proposals exchanged between ETFO and OPSBA. Unfortunately, none of the reporting focuses on the problems of accepting OPSBA's stringent proposals. Contract strips are not as newsworthy as your potential salary increase.

In order to qualify for the 12% salary offer from the government, before the extended deadline expired, ETFO would have had to abandon almost every bargaining goal you approved locally and would have had to surrender the most significant language in your current agreement.

Fact: The Minister of Education's facilitators had no issues with ETFO's final proposal. So why were the parties unable to reach an agreement? The devil lies in the details. Read the proposals carefully. Decide which best represents teachers' interests and if a one per cent additional salary increase is worth the demanded price.

ETFO Proposal	OPSBA Proposal
<p>Ratification</p> <p>Ratify new agreements by March 31/09</p>	<p>Ratification</p> <p>Ratify new agreements by January 30/09</p>
<p>The OSSTF framework agreement was signed on November 27, 2008. OSSTF locals were given two months with a deadline date of January 30, 2009 to ratify an agreement with the boards. It would have been impossible for ETFO to negotiate local issues in over sixty local agreements in just six weeks.</p>	
<p>Compensation</p> <p>Compensation of 10.5% over four years with no catch up in the fourth year</p> <p>2008 – 3%</p> <p>2009 – 3.985%</p> <p>2010 – 3.065%</p> <p>2011 – 0%</p>	<p>Compensation</p> <p>Compensation of 12% over four years</p> <p>2008 – 3%</p> <p>2009 – 3%</p> <p>2010 – 3%</p> <p>2011 – 3%</p>
<p>ETFO's salary proposal would have provided compensation similar to that negotiated by the other affiliates. By using the Ministry's assumptions, 1500 additional teachers could have been hired. This would have gone a long way to address future layoffs that will occur due to declining enrolment.</p>	

ETFO Proposal	OPSBA Proposal
<p>Benefits</p> <p>Same as Board with the following exceptions</p> <p>For Locals that own their own plans:</p> <ul style="list-style-type: none"> Premium top-up to maintain 2007-2008 benefit levels + share of \$33M for improvements <p>Cost neutral SEB Plan covering first 17 weeks</p>	<p>Benefits</p> <p>For Locals that own their own plans:</p> <ul style="list-style-type: none"> Increased annually by no less than the annual salary benchmark + share of \$33M for improvement <p>Board and ETFO encouraged to consider the local use of Board's share of the \$33M to improve SEB Plan for eligible members on Pregnancy Leave or for a parent of a newly-adopted child on Parental Leave</p>
<p>The OPSBA proposal would not provide sufficient funding for any local that is responsible for their own benefit plan. Locals that would have been adversely affected are: Bluewater, Keewatin-Patricia, Near North, Ontario North East, Peel, and Simcoe. ETFO's proposal for an improved SEB plan for every local was cost-neutral. OPSBA's plan was not. OPSBA wanted ETFO to direct funds out of the benefit pool to cover any SEB improvement. This was simply unnecessary. It is important to note that the term 'encouraged to consider' does not require any action to be taken.</p>	
<p>Occasional Teachers</p> <p>Same salary increases as under compensation + an additional 3.5% for improvements in salary and/or working conditions</p> <p>The Parties will:</p> <ul style="list-style-type: none"> Negotiate a capped list with flexible conditions. List will exclude long-term occasional teachers; Negotiate language that all LTO positions are hired from the list; Negotiate the inclusion of both casual and long-term occasional teaching experience in determining grid placement for salary purposes. <p>The Parties will locally consider:</p> <ul style="list-style-type: none"> Call-out mechanisms and practices; Mechanisms for adding or removing names from the list; Recruitment of permanent teachers from the occasional teacher list. 	<p>Occasional Teachers</p> <p>Same salary increases as under compensation + an additional 3.5% for improvements in salary or working conditions</p> <p>No guarantees in Board offer on issues that will be addressed.</p> <p>The Parties will locally consider:</p> <ul style="list-style-type: none"> Call-out mechanisms and practices; Mechanisms for adding or removing names from the list; Eligibility for long term assignments; Limiting the number of names on the call list.
<p>ETFO wanted to discuss and frame some key issues provincially, while allowing for local resolutions. OPSBA refused to commit to even one PDT solution for occasional teachers. Under the OPSBA proposal, any improvement of working conditions would have had to be achieved locally under the pressure of an impossible-to-meet deadline date. Further, it is important to realize that 'locally consider' does not require any action by the boards other than a discussion of the issues; while 'will negotiate' requires a commitment to reach a resolution.</p>	

ETFO Proposal	OPSBA Proposal
<p>Preparation Time</p> <p>September 1, 2008 – 200 minutes September 1, 2009 – 200 minutes September 1, 2010 – 220 minutes September 1, 2011 – 270 minutes</p> <p>Per cycle of five instructional days</p> <p>Note: Currently, secondary teachers employed by your board have 375 minutes of preparation time per week.</p>	<p>Preparation Time</p> <p>September 1, 2008 – 200 minutes September 1, 2009 – 210 minutes September 1, 2010 – 220 minutes September 1, 2011 – 230 minutes August 31, 2012 – 250 minutes</p> <p>Within each period of five instructional days</p> <p>Collective agreements will include the following provisions:</p> <p><i>“Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school.”</i></p> <p><i>“Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers.”</i></p> <p>Collective agreements will include the following provisions:</p> <p><i>“The use of 200 minutes of preparation time as provided in section 10 above shall be at the discretion of the teacher. It is reasonable for teachers to use this preparation time to take part in professional activities including dialogues with parents or with in-school administration, and in school-based IPRCs. Any additional preparation time provided under this agreement may, at the discretion of the Principal, include such activities (without the generality of the forgoing) as participation in IPRC meetings, meetings with administration, meetings with parents and/or students, student progressive discipline consultations, professional development, PLC’s, etc.”</i></p> <p><i>“Missed preparation time shall only be rescheduled where a teacher is required by the Principal to provide instruction during his or her scheduled preparation time for a teacher absent from work such that the instructional minutes exceed his or her scheduled instructional minutes. Such rescheduling of missed</i></p>

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	<p><i>preparation time shall occur as soon as administratively feasible, but not later than three months after the loss of the preparation time and in any event within the same school year."</i></p>
<p>Every ETFO collective agreement currently has language that ensures "<i>preparation time shall be used for professional duties as determined by the teacher.</i>" Additionally, teachers, who do not voluntarily relinquish their prep period, must have the time paid back in a timely manner. Over the course of the past four years, Boards have challenged through arbitrations the 'pay-back time' requirement, and have lost every case. The OPSBA proposal not only wants to exert control over a teacher's preparation time but also seeks to over-turn arbitration awards and strip collective agreements so that prep time will only be repaid when a teacher covers the absence of another teacher. It should be noted that additional prep time minutes will be accumulated over 20 school days and assigned at the discretion of the principal. These assaults on the professionalism of public elementary teachers do not form part of either the OECTA or OSSTF PDT agreements.</p>	
<p>Release Time for Assessment, Evaluation and Report cards.</p> <p>In 2009-10 school year, one Professional Development 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.</p> <p>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.</p> <p>The provision of additional Professional Activity days shall be in addition to any such benefit provided for under the predecessor collective agreements or by agreement or practice of the local parties.</p> <p>No later than September 1, 2011, each teacher will have three additional assessment days as provided in Regulation 304 during each school year free from instructional duties.</p>	<p>Release Time for Assessment, Evaluation and Report Cards.</p> <p>Same wording</p> <p>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 in the new Collective Agreement for the purpose of assessment and completion of report cards at the elementary level.</p> <p>Note: Currently secondary teachers employed by your board have up to 10 days free from instructional responsibilities for student assessment, evaluation and report cards.</p>
<p>OPSBA's proposal attacks locals such as Trillium Lakelands and Upper Grand that previously negotiated PD days for reporting. OPSBA's proposal encourages boards to challenge locals that previously negotiated reporting days, provided by OT coverage. These locals include Avon Maitland, Durham, Kawartha Pine Ridge, Keewatin-Patricia, Limestone, Rainy River, and York Region. Further, OPSBA's proposal limits to two, the number of PA days that can be designated for reporting and assessment purposes at the elementary level.</p>	

ETFO Proposal	OPSBA Proposal
<p>Grade 4-8 Class Size Reduction</p> <p>Class size to be dealt with more effectively through a new Regulation</p>	<p>Grade 4-8 Class Size Reduction</p> <p>Each Board will reduce its grade 4-8 average class size, compared with 2008-09 by 0.1 in 2009-10, 0.2 in 2010-11 and 0.3 in 2011-12.</p>
<p>ETFO achieved an understanding with the Ministry that Boards would have to be compliant with the staffing available for class size reduction at the grade 4-8 level. An overall class size average of 22:1 (the same as secondary) would have been recognized at the elementary level. The OPSBA proposal would not even ensure the class size reduction being offered by the Ministry. Instead, OPSBA's proposal would condone boards continuing to staff at levels that exceed the Ministry's regulations e.g. 27:1 or greater.</p>	
<p>Supervision</p> <p>Starting in 2009-10, Boards shall ensure that no teacher is required to perform in excess of 80 minutes of supervision duties within each period of five instructional days. Supervisory duties include assigned duties such as yard duty, hall duty, bus duty and lunchroom duty. Nothing here will affect any superior benefits in accordance with predecessor collective agreements or practices.</p> <p>The Parties acknowledge that the Elementary Supervision enhancement described in the Memorandum 2008:B10 will assist the Boards in offsetting costs incurred in implementing Collective Agreements as well as increasing student supervision by non-teaching staff to accommodate the introduction of the new supervision weekly maximum.</p> <p>Note: OPSBA's provision may make you personally liable in the event of an accident.</p> <p>Note: OPSBA's provision creates two classes of teachers in regard to supervision. Some of your colleagues will have no limit on the number of minutes of supervision they can be assigned.</p> <p>Note: OPSBA's provision places sole control of supervision schedules in the hands of principals and eliminates the current joint responsibility of teacher/administration committees.</p>	<p>Supervision</p> <p>Starting in 2009-10, Boards shall ensure that no teacher is required to perform in excess of 80 minutes of scheduled supervision duties in a cycle of five consecutive days, except in the York Region DSB where the maxima shall remain at 60 minutes per cycle of five consecutive instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, bus duty and lunchroom duty.</p> <p>Elementary Supervision enhancement described in the Memorandum 2008:B10 will assist Boards:</p> <ol style="list-style-type: none"> I. To enhance student and school safety, II. To offset existing costs incurred in implementing current Collective Agreements, III. To increase student supervision by non-teaching staff to accommodate the introduction of the new 80 minute cap in 2009-10 <p>Collective Agreements will include the following provisions:</p> <p><i>"Teachers have an obligation of supervision for the safety and security of students at all times."</i></p> <p><i>"The 80-minute supervision cap will not apply to alternative schools or programs."</i></p> <p><i>"The supervision schedule will be set by the Principal after discussion with an appropriate school-level committee."</i></p>

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<p>Note: OPSBA's provision means that principals can require all teachers to perform supervisory duties on rainy, cold or snowy days at their discretion, beyond the 80 minutes, with no limits or restrictions.</p> <p>Note: OPSBA's provision would increase supervision time for every teacher in the province by an additional 100 minutes per 5 days.</p>	<p><i>"In unforeseen circumstances (e.g. inclement weather, emergency situations, etc. teachers may be assigned supervision that does not appear on the school supervision schedule. Such supervision does not constitute scheduled supervision time."</i></p> <p><i>As required under Regulation 298, unless otherwise assigned by the Principal, teachers shall be in their classroom or other location where their students congregate for purposes of instruction 15 minutes before the beginning of morning classes and 5 minutes before the beginning of afternoon classes. During this time the teacher shall be engaged in teacher-related duties and shall be readily accessible to students. This time shall not count as scheduled supervision time for the purposes of calculating the 80-minute cap."</i></p>
<p>The language on supervision achieved in the last round of negotiations is specifically under assault. Almost every member in ETFO enjoys a targeted 'supervision cap' of 80 minutes. However, OPSBA proposes increased supervision time for every elementary teacher, by at least 100 minutes, redefines the concept of supervision time, and eliminates credit for every duty during arbitrarily designated 'inclement weather' days. As well, the OPSBA proposal injects the words 'but are not limited to' into the agreement. Why did OPSBA not require similar language as a condition of settlement for members of OSSTF in their PDT agreement?</p>	
<p>Regular Scheduled Staff Meetings</p> <p>The Parties agree:</p> <ol style="list-style-type: none"> a. Regular staff meetings may be scheduled by the Principal in consultation with the teaching staff upon consensus whenever possible. b. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all teachers. c. Regular staff meetings shall be held no more than once per month on average and each meeting shall be no more than 60 minutes in length. d. Teachers are expected to attend staff meetings. 	<p>Regular Scheduled Staff Meetings</p> <p>The Parties agree:</p> <ol style="list-style-type: none"> a. Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff upon consensus whenever possible. b. Same wording c. Unless stated otherwise in current Collective Agreements: <ol style="list-style-type: none"> i. Regularly scheduled staff meetings shall be held no more than once per month on average. ii. Each meeting shall be no more than 75 minutes in length. d. Teachers are required to attend staff meetings

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<p>e. Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and board goals.</p> <p>f. Grade and/or divisional meetings may be held in addition to staff meetings. Attendance at grade and/or divisional meetings is voluntary.</p> <p>g. Teachers may submit agenda items to the Principal for his/her consideration.</p>	<p>e. Same language</p> <p>No language in OPSBA proposal</p> <p>g. Teachers may submit agenda items to the Principal for consideration.</p>
<p>A significant concern from our membership is the inordinate amount of time that principals want teachers to be engaged in staff and divisional meetings. ETFO’s proposal limits both the time and the frequency that members would be expected to attend such meetings. The OPSBA proposal enshrines the frequency, duration, and the requirement to attend staff meetings. It conveniently avoids addressing grade or divisional meetings, presumably so principals can deem these to be mandatory and unlimited in frequency and duration.</p>	
<p>Occupational Health and Safety Act</p> <p>The Parties agree that all Collective Agreements shall contain the following language:</p> <p><i>“The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.”</i></p>	<p>Ignored in OPSBA proposal</p>
<p>The Ministry recommended this clause be included in the framework agreement. The issue was accepted by ETFO and rejected by OPSBA. School boards are notorious for resisting their legal obligation under the Occupational Health and Safety Act to ensure safe, healthy workplaces for teachers.</p>	
<p>Hiring</p> <p>The parties agree that all collective agreements shall contain the following language:</p> <p>No teacher in the bargaining unit shall be adversely affected as a result of a principal or vice-principal performing any duties of a position in the teachers’ bargaining unit. Without limiting the generality of the above, an adverse effect for the purpose of this clause shall include a layoff, reduction of hours, reassignment or other relocation.</p>	<p>Ignored in OPSBA proposal</p>

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<p>In a period of declining enrolment, when teaching jobs are scarce, there are approximately 420 full-time equivalent teaching principals and vice-principals in the elementary panel. These are jobs that should be done by elementary teachers. ETFO's language would have limited the use of teaching principals and vice-principals in locals where teacher redundancy occurs. OPSBA rejected ETFO's position.</p>	

ETFO will continue to bargain all issues locally in the absence of a provincial framework. Your board must assume responsibility for entrusting their negotiations to OPSBA and must now be willing to work with our negotiating team to reach an agreement that both parties can endorse. ETFO can neither approve salaries that are lower than any other affiliates in Ontario, nor accept strips to our collective agreement. We appreciate and value your continued support.

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