

## OSSTF TORONTO TEACHERS' BARGAINING UNIT

### LOCAL BARGAINING SUMMARY 2019-2022

#### **CONFIDENTIAL TO TTBU MEMBERS UNTIL RATIFIED\***

*\*with the exception of Central Agreement-related items as identified herein*

**This document highlights key provisions achieved; please see the Tentative Settlement for a complete list of gains.**

#### **COMPENSATION/SALARY:**

- Central - 1% to be paid to all Members on all Grids and Allowances, retroactive to September 2019, within 30 days of ratification of this local agreement
- Negotiated payment for work in excess of the required 194 days
  - Members who agree upon request to work in excess of 194 days will receive either their daily pay or lieu time, guaranteed in writing. If lieu time is chosen, scheduling will be done with Member

#### **ADULT DAY SCHOOL:**

- Adult Day School(ADS) Grids reflect salary parity
- Placement on ADS grid - calculated on 1 year of experience based on having taught 1 credit in that year
- Achieved Change in language in ADS staffing manual from "consideration of seniority" to "based on seniority"; Course assignments increased from 1 guaranteed course per quad to 2 , based on Seniority, and in accordance with Member's Preference Form
- Added process for interested Adult Day School Members to be placed on the TDSB's Eligible to Hire list for contract positions without the need of an interview
- Additional Bereavement Leave Days required for travel or other special circumstances may be granted

#### **STAFFING**

- Accomplished extension of Recall Rights from 1 to 2 years
- Extended consideration of Transfers from the current single-day process to every placement meeting through to the end of Cone of Silence period (end of May).

#### **WORKLOAD**

- Added new Flex Factor Class Size language (agreed to in the June 2020 in accordance with Central Agreement)
- Achieved Class Size Caps for EdVance

- Changed TPA Manual to add completion of Summative Report by the end of the first week of June
- Protected against assignment to supervision of washrooms/change rooms except in emergencies
- Added protections through Staffing Committee improvements requiring
  - The review utilization of Emergency Replacement Personnel, and
  - Members of the School Staffing Committee to receive information about Mutual Consent Forms for Uncertified Subjects
- Achieved class size cap in for new MHT (Grade 9 Math) course: 27 with flex available up to 28
- Achieved recognition that staffing would continue to reflect principles of equity in relation to Academic Pathways and destreaming in Memorandum of Agreement
- Improved transparency by ensuring distribution or posting of the Coverage and Supervision Schedule of Availability
- Clarified the rights of part time teachers to attend PD on prorated basis
- Limited the ability of Admin to require multiple formal/informal reports and added further recognition of Members' professional judgement
- Protected Members from being asked to diagnose students, or engage in other medical procedures outside of the duties in the Education Act
- Gained multiple new rights for Centrally Assigned Members including recognition of workload as equivalent to 6 of 8; requirement of Board to inform them as to their supervisors; provision of requirements of the job in vacancy postings for these positions and requirement that Board ensure all Members have access to these job postings.

## **HEALTH AND SAFETY**

- Agreement that Admin will provide appropriate support to Members who experience accident/violence on the job
- Achieved minimum workplace Air Quality Standards
- Added language for the provision of classroom and washroom keys to night school/summer school Members.

## **LEAVES OF ABSENCE**

- Enhanced current Miscellaneous Leave Days with inclusion of:
  - Two personal leave days from existing 5 miscellaneous leave days
  - Ability to take a leave to attend child's grade 12 graduation
  - Leave for child's IEP, IPRC
  - Leave to attend medical appointments for dependents
  - Leave to attend medical appointment with surrogates
  - Leave extended to cover labour and birth

- New leave for maintaining skills
- Improvements to timing and flexibility of use of Compassionate leave
- Paid leave to attend WSIB appeal or OCT hearing day
- Achieved language that includes non-semestered and quadmestered schools for expanded parental leave return dates

## **LETTERS OF AGREEMENT**

- Letter of Agreement Re: Class Size Flex Factor (Per Central Agreement, June 2020)
- Maintained existing four OSSTF Toronto and Safety Inspector positions
- Ensured recognition of Members if the Board's Secondary Program Review results in reintroduction of Junior High or Re: K-12 sites
- Achieved agreement on a joint review of the impact of the pandemic on the system, and to consultation with the Bargaining Unit in case of future declared emergencies.
- Letter of Understanding Re: Joint Management-Labour Environment Committee
- Letter of Understanding: E-Learning: best practices for the implementation of the Program and Policy Memorandum(s) re: E-Learning once its issued

## **OTHER KEY PROVISIONS**

- Added TDSS Members to Recognition Clause
- Requirement of Management to exercise its right to manage in reasonable manner
- Clarification as to what constitutes the official TDSB Personnel File
- Added right for Members to know the nature of allegations prior to attending a response meeting
- Broadened the definition of "Medical Practitioner"
- Overpayment payback process agreement
- Changed the term "extended" to "expanded" parental leave to distinguish between Federal and TDSB leave provisions
- All language is now inclusive of year round and alternate schedule schools
- Language all gender neutral throughout the Collective Agreement and the Workload Accord