

OSSTF Toronto Teachers' Bargaining Unit

YOUR BRANCH & YOU:

Navigating Leadership In Your Branch

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Role of the Branch President

- Real UNION leadership is YOU
- Communication: with members, D12 office and your school's administration
- Hold branch elections (x2)
- Co-Chair the Staffing Committee
- Receive and distribute the Schedule of Availability

Where is the Info?

- Collective Agreement
- Secondary Staffing Manual (Blue Binder)
- Workload Accord
- Links to all 3 documents are on the D12 website
 - Member Resources
 - Collective Agreement Rights and Protections
 - Staffing & Workload
- Your Executive Officer

Communication with & to Members

- Regular and ongoing
 - Non-TDSB email
 - Monthly meeting
 - Summaries of Council
 - Posting materials in central location
- Communication plan with admin
 - Informal resolution
 - Preventative action

Communication with & to Members con't

- Duty of Fair Representation
 - A trade union or council of trade unions... shall not act in a manner that is arbitrary, discriminatory or in bad faith in the representation of any of the employees in the unit
 - Mediation is available for member to member conflict
- Share knowledge of, and reference to, Collective Agreement and Constitution(s) with clarity from Executive Officer
 - Not expected to be an expert

Communication with & to Members con't

- Principals do not have a right to information about Union business nor information shared at Union meetings
- Labour Relations Act (LRA): trade union member is free to participate in a union's lawful activities
 - management cannot: (i) interfere with employee rights to participate in their union;
 - (ii) participate in or interfere with the administration of the Union;
 - (iii) intimidate or coerce a union member from exercising any of their rights under the LRA

Communication with & to Members con't

- Encourage Branch Presidents to exercise rights under LRA in a way that is both responsible and professional
- Any information shared with members should be fair and factual
- Be clear about the intended audience in communications

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Communication with & to Members con't

- Representative of Bargaining Unit and the role of the BP
 - Cannot direct or suggest to Member to disregard direction of employer
- Ongoing communication with Executive Officer is imperative
 - Grievance timelines
 - Interpretation of collective agreement language can have wide reaching implications

Communication with & to Members con't

- Consider carefully what is put in writing
 - Statements made as Branch President can potentially be used in future impacting grievance, arbitration, Human Rights Tribunal, Duty of Fair Representation Hearing
- Considerations for bargaining and constitutional changes
 - Share ideas and concerns in real time with EO to be noted for upcoming cycles of change

Communication with your Executive Officer

- Branch Presidents should direct Members to Executive Officers when they have a larger concern
 - Member conflict, discipline, accommodation, human rights to avoid miscommunication or missing information
- Copy Executive Officer on email communications where initial advice may be provided

Accommodations Process

- Members may come to you seeking advice regarding Accommodations in the workplace
- Accommodations are a request, not a requirement: the Board will work with the member, union, as well as the school administrator to determine what may be accomplished together

Accommodations Process con't

- Any Functional Abilities Form (FAF) requesting accommodations are to be sent to the Disabilities Case Administrators
- Please do not send medical documentation to your administration. Send to your Disabilities Case Manager dcmsubmissions@tdsb.on.ca
- Please reach out to your Executive Officer **before** submitting documentation for additional advice

Accommodations Process con't

- This may involve a meeting with the Member, union, administrator, and People & Culture to find a pathway forward
- The Board may ask for updated information by having a medical practitioner fill out a FAF and sent in within a reasonable amount of time
- This process may take time to work through.
 - If you are on leave, you will not be cleared to return to work until the conclusion of the Accommodations process.

Staffing Tips and Advice For Branch Presidents and Staffing Committees

Review School Staffing Committees section within Staffing Binder

SCHOOL STAFFING COMMITTEES

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Staffing Committee Timeline

Oct-Nov

- Hold staffing committee election and inform your admin by November 15
 - Branch President (co-chair)
 - Workload Rep
 - 2 additional members
- Class size targets must meet compliance. 5% flex in 15% of courses

Staffing Committee Timeline con't

Entire Year

- Ongoing work from November 1 to October 31.
- Meet anytime a change happens in staffing at your school.
- Review the Coverage and Supervision Utilization Reports to determine how coverages are being distributed.
- Review utilization of Emergency Replacement Personnel.
- May need to potentially shuffle timetables to make the distribution of oncalls more equitable
- Good times to meet to review: mid-semester and towards the end of semester
- Review class size targets and PTC reports in Sem 2.

Schedule of Availability

- Are all members included on the schedule of availability? **Exception: Co-op teachers**
- Are the half periods clearly indicated?
- Are POR holders and half-time teachers noted?
- Is there an adequate number of teachers placed in each slot to deal with the anticipated # of on-calls?
- Is the schedule posted and/or shared with all members?

Coverage & Supervision Utilization Report

- Are the maximum number of coverages indicated?
 - Full-time teachers - 27 + 5
 - PORs - maximum of 14
 - Half-time teachers are prorated for 14 + 2
- Are OTBU & ERP members numbers kept in a separate tally from TTBu members?
- Is there a column to indicate previous overages from the previous year? Are deductions made to max #s?

Coverage & Supervision Utilization Report con't

- Is there a column for coverages for partial and full day absences?
 - Is the data being inputted correctly?
- Does it include tallies for those members new to your school in 2nd semester from their first semester school?
- Is it posted or shared with your Branch members?

Seniority Verification Form

- Advise members to treat the form seriously when distributed to members in mid-January
- Verify accuracy of Eligible Aggregate data, certification, EBNCs
- Only time to “remove” or add EBNCs, if successfully taught within the last calendar year.

Toronto District School Board
Verification of Seniority Data – OSSTF TTBU

Section 1:
Teacher Name: _____ OCT Number: _____
School: _____ District: _____
Employee Number: _____ PTE Status: _____

Section 2:
According to our records the following is your teaching experience as of June 30, 2024 (except for teaching experience):
Eligible Aggregate: _____ Most Recent Continuous: _____ Aggregate: _____ Other: _____

Section 3:
To make changes to sections 2 and 3 below, please refer to the accompanying memo and Seniority Guide No. 1: Changes to Certification and Aggregate within the College of Teachers as soon as possible.
Certification:
Experienced But Not Certified (EBNC): _____

Section 4:
Senior Professional Performance Information
In the event you are disciplined during the Seniority Staffing Procedures, we will use the information below as a DISCIPLINE for staffing purposes but cannot guarantee placement preference.
Preferred Subjects (Discipline you wish to teach in order of preference):
1. _____ 2. _____ 3. _____ 4. _____
Other Information (e.g., IB Training, CSECC, CTAC, e-Learning): _____

Has certification in Special Education and willing to teach Developmental Disabilities (DD)? Yes No (Circle one)
Circle One Learning Centre of the TDSB in which you would prefer to be placed:
Learning Centre 1 Learning Centre 2 Learning Centre 3 Learning Centre 4
Please ensure Conditions or Qualities (EBNC) are clearly marked. Teachers who are currently on leave should select leave as their leave School Principal.
Please return to your Principal by Wednesday, January 31, 2024.
Date: _____ Signature: _____

Please Access Your Collective Agreement

Or Go Here:



<https://osstftoronto.ca/wp-content/uploads/2014/01/TDSB-OSSTF-TTB-U-2022-2026-Collective-Agreement-1.pdf>

osstftoronto.ca > Member Resources > Collective Agreement Rights and Protections

Scenario One - What Do You Do?

Your staff workload rep recently received the On-calls and Supervision Utilization Survey for September 2026 from your Staffing VP. Through close inspection, your workload rep notices that none of the guidance counselors have been issued on-calls.

Scenario One - Answers

Collective Agreement: L26.12 & L26.13

Workload Accord: p. 5 Guidance Teachers

All teachers, except Cooperative Education Teachers, shall be equitably assigned Alternative Professional Activities, including coverages and supervisions.

Scenario - What Do You Do?

Your principal expresses frustration that staff meetings have been jam-packed and they have not been able to complete the full agenda for the meetings. As a solution, your principal decides that one extra meeting each month would help alleviate the pressure to take place during lunch, but only for 30 minutes.

Scenario Two - Answers

Collective Agreement: L26.1

Education Act: Regulation 298 s.3(2) & 298 s.20(d)

L26.1: Each Teacher shall have a minimum period of 40 consecutive minutes for lunch. Such period shall commence no earlier than 11:00 a.m. and no later than 1:30 p.m.

Importance of the Collective Agreement Opportunity to Respond Meeting & The Grievance Process

Importance of the Collective Agreement

- When not vigilant and allow portions of the Collective Agreement to not be enforced, a past practice argument can be made.
 - Leaves this language vulnerable
 - No “side deals” -- remember the impact on the collective

Opportunity to Respond Meetings

- An Opportunity to Respond (OTR) Meeting is a formal process for administration to ascertain a member's side of an investigation
- Clause L4.3: "Where it could reasonably be expected that an incident would lead to discipline or discharge, the principal or immediate supervisor will inform the Teacher of this possibility and will advise the Teacher that they may be accompanied by a representative **determined by the Bargaining Unit (excluding legal counsel) at the Opportunity to Respond Meeting as per L4.4.**"

(New language in bold)

Opportunity to Respond Meetings con't

- Per Clause L4.3, the Bargaining Unit will, in most cases, name the Executive Officer assigned to the Branch/Worksite as the representative of the Bargaining Unit
- When you receive a request, please contact your Executive Officer as soon as possible.
 - Some principals will reach out to EO's, but not always

Opportunity to Respond Meetings con't

- A time will be set up to meet in the future. There is no need to sit this immediately
- What happens during an OTR?
- If the OTR leads to discipline, and a grievance is filed, the Bargaining Unit is at a significant disadvantage if the EO is not present at the meeting
- Please reach out to your Executive Officer ASAP

Opportunity to Respond Meetings con't

- An Outcome meeting will be held after an OTR
- Possible outcomes:

Not Grievable (is <u>not</u> placed into personnel file)	Grievable (is placed into personnel file)
• No outcome • Verbal Counsel • Letter of Counsel (Letter of Expectation) ◦ may include additional reading	• Letter of Discipline ◦ may include additional reading and/or referral to the OCT • Letter of Discipline (Letter of Suspension) • Termination

Grievance Process

- A grievance is a difference relating to the interpretation, application, administration or alleged violation of Collective Agreement or referenced documents
- Informal resolution before proceeding to grievance
- The method to address this is the grievance process
 - Outlined in Clause L4.0 of the Collective Agreement & summarized on our website

Grievance Process con't

- In-house grievance committee determines if a grievance should be filed against the TDSB
 - If committee does not proceed with a grievance, Member may appeal
- Grievance can only be filed by OSSTF against the TDSB or vice versa
 - OSSTF has carriage rights for grievances, not Members
- Members cannot file a grievance against another Member

Grievance Process con't

Steps of the Grievance Process:

- Letter prepared outlining specific CA clauses BU grieves with resolution(s)
- Executive member presents grievance to the Board at Step 1 and/or 2
- Board may deny grievance or offer resolution
- If unable to resolve grievance locally, may be recommended for arbitration to Provincial OSSTF Member Protection Work Group



QUESTIONS?