

A Context for the Improvements Achieved by OSSTF/FEESO with the Government

ISSUE	Imposed Conditions	OSSTF/FEESO Improvements	ETFO Differences
Local Bargaining	<ul style="list-style-type: none"> No provision for local bargaining 	<ul style="list-style-type: none"> OSSTF/FEESO provincial package, without amendment, appended to the local collective agreement and becomes grievable and arbitrable Joint government and OSSTF/FEESO Implementation Committee established Government to work with boards to ensure local bargaining Local bargaining to be completed by June 28th (3 to 6 days per BU) 	<ul style="list-style-type: none"> Same Agreed-to list of items augmented by inclusion of Vested Retirement Gratuity for Employees Joint government/ETFO Implementation Committee Previously agreed language on local issues shall be included in local agreement Local bargaining to be completed by August 29, 2013 (3 to 6 days)
Sick Leave	<ul style="list-style-type: none"> Regulation 1/13 provides for 11 days + 120 days short term sick leave and third party adjudication Single days beyond 11th day paid at 66.67% 5 or more consecutive days beyond 11th day paid at 66.67% or possibility of 90%, subject to third party adjudication Top-up bank of unused days from previous year to top up 90% sick days - 2 days top-up for 2012/2013 	<ul style="list-style-type: none"> 11 days at 100%, 120 days at 90% Elimination of 66.67% sick pay level Adjudication as per practice of 2011-2012 school year Elimination of ability to introduce a third party adjudication process Eligibility significantly improved to include: <ul style="list-style-type: none"> all members who previously had a sick leave plan members in term or long term assignments any other full time employees (defined as greater than 24 hours per week) Improved pro-ration of 60 days for long term assignments not full year 	<ul style="list-style-type: none"> Same

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		<ul style="list-style-type: none"> • Prorated use of sick days for partial day absence (including graduated return to work) • Sick leave use, including medical appointments, as per practice in the 2011-2012 Collective Agreement • Increased sick leave for support staff with LTD waiting periods in excess of 130 days (as per CUPE agreement) 	<ul style="list-style-type: none"> • Deletion of Board's Disability Management Team for determining eligibility to sick leave; instead "as per collective greement provisions and practices" • Same
Unpaid Days	<p><u>Support Staff</u></p> <ul style="list-style-type: none"> • One unpaid day: <ul style="list-style-type: none"> ◦ December 20, 2013 <p><u>TBU</u></p> <ul style="list-style-type: none"> • 3 unpaid days: <ul style="list-style-type: none"> ◦ October 11, 2013, ◦ December 20, 2013, ◦ March 7, 2014 	<p><u>Support Staff</u></p> <ul style="list-style-type: none"> • No unpaid days • No cost-saving measures required <p><u>TBU</u></p> <ul style="list-style-type: none"> • No unpaid day on Oct 11th with cost-saving opportunities to avoid the unpaid day in March 2014 as follows: <ul style="list-style-type: none"> ◦ Voluntary Leave of Absence Program (VLAP) ◦ Possible mid-year ERIP of \$5000 if VLAP not on target ◦ Redistributed PD funds ◦ Other measures as agreed to locally (only by mutual consent) • One unpaid day Dec 20, 2013 • Full day's pay for using fewer than 6 sick days in 2013/2014 	<ul style="list-style-type: none"> • Same • Same
Maternity Benefits	<ul style="list-style-type: none"> • 6 weeks' pay or top-up following birth of child subject to provisions in the 2008-2012 collective agreement with no 	<ul style="list-style-type: none"> • Effective May 1, 2013 • Eligibility significantly improved to include: <ul style="list-style-type: none"> ◦ All members previously entitled to maternity leave benefits 	<ul style="list-style-type: none"> • Same • Same, except addition of: <ul style="list-style-type: none"> ◦ "commencing with birth of child" from

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	deduction from sick leave	<ul style="list-style-type: none"> ○ Members in a term or long-term assignment ○ Any other full-time employee (defined as greater than 24 hours per week) • 8 weeks guaranteed at 100% and portable (to avoid non-payment times such as summer) • Optional alternative of 6 weeks at 100% plus meshing of current SUB plan, if deemed advantageous by a local bargaining unit 	<p>LR1</p> <ul style="list-style-type: none"> • Same, except, "Payment shall be made in accordance with the Board's payroll procedure." • Same
Payout of non-vested sick days	<ul style="list-style-type: none"> • Regulation 2/13 payment for those who previously had a retirement gratuity but did not meet the lesser of the minimum eligibility period of the collective agreement or 10 years of service • Affected members receive the lesser of the calculation as per collective agreement, or $X/30 \times Y/200 \times Z/10$: <ul style="list-style-type: none"> ○ X = years of service (as of August 31, 2012) ○ Y = accumulated sick days (as of August 31, 2012) ○ Z = annual salary (as of August 31, 2012) 	<ul style="list-style-type: none"> • Regulation 2/13 payment for those who previously had a retirement gratuity but did not meet the lesser of the minimum eligibility period of the collective agreement or 10 years of service • Affected members receive the lesser of the calculation as per collective agreement, or $X/30 \times Y/200 \times Z/4$: <ul style="list-style-type: none"> ○ X = years of service (as of August 31, 2012) ○ Y = accumulated sick days (as of August 31, 2012) ○ Z = annual salary (as of August 31, 2012) ○ X, Y and Z shall be as defined in the 2008-2012 collective agreement or as per policy or practice of the board for retirement gratuity purposes 	<ul style="list-style-type: none"> • Same, except, "....payment may be delayed with the consent of the employee"
Job Security	<ul style="list-style-type: none"> • No current job security 	<ul style="list-style-type: none"> • Job Security for Support Staff as per CUPE 	<ul style="list-style-type: none"> • March 31st instead of March 5th

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		<p>MoU</p> <ul style="list-style-type: none"> ○ No lay-offs unless due to declining enrolment, reduction in government funding specific to a program, or catastrophic events • Superior provisions prevail where they exist in current collective agreements 	
Future Grid	<ul style="list-style-type: none"> • Government to meet with stakeholders during term of agreement to review how employees move on the experience and qualification salary grid and the variation currently in the monetary value of each grid step with a view to future sustainability. 	<ul style="list-style-type: none"> • Guarantee that no changes will be imposed 	<ul style="list-style-type: none"> • Same, except deletion of reference to, "Funding parameters shall remain consistent throughout the process" to accommodate salary differential restoration
Benefits	<ul style="list-style-type: none"> • Investigate possibility of a Provincial Benefit Plan 	<ul style="list-style-type: none"> • Achieved funding for implementation of an OSSTF/FEESO-run Provincial Benefit Plan 	<ul style="list-style-type: none"> • ETFO to be "full and equal participant"
LTDI	<ul style="list-style-type: none"> • Federation-sponsored LTD Plan mandatory 	<ul style="list-style-type: none"> • OSSTF –sponsored LTD Plan for all TBU members as required by the OECTA MoU • Implementation language for school boards regarding payroll deduction/remittance to OTIP / Early Intervention 	<ul style="list-style-type: none"> • Same • Plan to commence Sept.1, 2013
Implementation Issues	<ul style="list-style-type: none"> • No mention 	<ul style="list-style-type: none"> • Creation of Implementation Committee, including OSSTF/FEESO representation, to make decisions on interpretation/implementation • Decisions will be precedent setting for future grievance/arbitration 	<ul style="list-style-type: none"> • Same • No reference to "precedent-setting" value of Implementation Committee decisions for arbitration purposes

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Regulation 274	<ul style="list-style-type: none"> Hiring practices as outlined in Regulation 274 	<ul style="list-style-type: none"> Committee of OSSTF/FEESO, English language school boards and the Ministry to begin meeting no later than April 22, 2013 to review Reg. 274/12 Hiring Practices with a view to establishing hiring practices agreeable to the Parties 	<ul style="list-style-type: none"> No date 6 members of ETFO; 6 reps from Boards Summary document says, "No changes to Reg274 without agreement of ETFO and the school boards"
Specialized Job Class Salary Adjustment	<ul style="list-style-type: none"> Option not available 	<ul style="list-style-type: none"> Addressed locally based on enabling collective agreement language 	<ul style="list-style-type: none"> Same
Other	<ul style="list-style-type: none"> n/a 	<ul style="list-style-type: none"> Voluntary Leave of Absence Program (VLAP) also available to Support Staff Full day's pay for using fewer than 6 sick days in 2013/2014 also available for Support Staff members who use a Voluntary Leave of Absence Plan (VLAP) day 	<ul style="list-style-type: none"> Same, except dates of June 12th (effective) and salary smoothing by Sept. 15th Blackout period includes assessment periods and parent reporting as well as the first week of school SSI - same

Additional Items in ETFO settlement:

- Restoration of salary differential as of September 1st 2014
- Workload Study – impact of educational initiatives, including student assessment and achievement, on teacher workload and professionalism; new initiatives with ETFO consultation
- Health and Safety Task Force, established by June 30th, 2013 (ETFO, Boards, Min of Labour, Min of Ed) with possibility of Sec 21 for Ed. Sector
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