

INSIGHT 21

November 2010

Ontario Secondary School Teachers' Federation - District 21 Teachers

district21.ca

Let us not take thought for our separate interests, but let us help one another.

Tackling Human Rights Issues in the Workplace

Chantal Mancini

For many of us who work as labour leaders, human rights issues and member protection are one in the same. Bargaining and protecting a contract are the primary ways we can deal with human rights issues in the workplace. Legislation such as the Human Rights Code, the Employment Standards Act, and the Occupational Health and Safety Act are extremely helpful in ensuring member rights are protected in a number of areas. In fact, because legislative protections are automatically linked to our collective agreement, we are able to use the grievance process to resolve issues. Grievances are filed by the union on a member's behalf, as individual members cannot file a grievance.

When a member believes that their employer has violated their human rights, there are a number of approaches that we can use. The first involves Board policy where it exists. If a member is experiencing harassment on the basis of one of the grounds outlined by the Human Rights Code (gender, race, religion, family status, disability, sexual orientation, age, etc.), our first action would be to advise the member to file a complaint under the Board's harassment policy. If the processes under this policy do not resolve the issue, we are then able to grieve using our collective agreement. Members are also able to file a simultaneous complaint with the Human Rights Commission; however, the Commission will often advise that they will not act on the complaint until the grievance process is completed. In

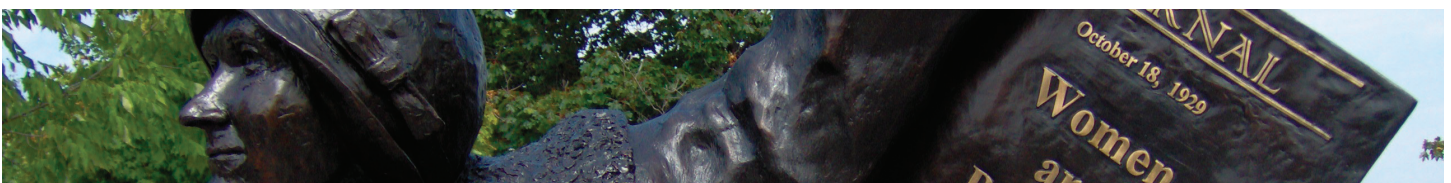
cases where harassment is not based on the prohibited grounds of the Human Rights Code, members are then able to file a complaint under the Board's Respectful Workplace Policy. Again, if this does not resolve the issue, we will move on to a grievance under our contract. We must always advise members to begin with Board policy prior to having OSSTF file a grievance, as this is an expectation of arbitrators should a grievance move through to arbitration. There are several areas of our contract that we are able to use to file human rights grievances. The most obvious ones include the anti-discrimination clause and anti-harassment/anti-bullying statement under Article 2. Less obvious ones exist under Article 4 (management rights.) As there is a clause that states that the Board will operate in accordance with Statutes and Regulations governing employment and education in Ontario, we are able to grieve any action of the Board that we believe violates pertinent legislation. This is especially useful in cases where we believe that the Board has not adequately accommodated a member with a disability, as the duty to accommodate is expressly set out by the Human Rights Code; where a pregnant member has had her rights under the Code and/or the Employment Standards Act violated; or where a member has experienced harassment and/or violence as defined by the Code or the Occupational Health and Safety Act. It should be noted that grievances are intended as a 3-step process for resolution of issues. Step 1 and 2 are de-

signed to arrive at resolution prior to moving on to arbitration, and as labour relations improve, a larger number of our grievances are solved early on. However, where the Board and OSSTF cannot agree on the interpretation of our collective agreement language or pertinent legislation, an arbitrator will ultimately make the final decision.

For individual members, moving forward with a human rights grievance is not easy, nor is the process quick. It takes courage to stand up for one's human rights. However, it is often these cases that assist us with maintaining the human rights of the collective far into the future.

Special One-Time Funding for OSSTF Conferences

In September 2010 Teachers' Council approved the creation of a budget line of leftover PD funds. This budget line can be accessed by District 21 teachers in order to secure funding for OSSTF Conferences and Workshops in 2010/2011. The fund can cover conference fees, accommodation, travel costs, etc. Teachers who wish to access this line can email Chantal Mancini (osstf21pres@quickcllc.net) with a request for funding. The email should include your name, conference date, and the total monies required. The requests will be approved by Executive on a first-come, first-serve basis. Upcoming OSSTF conferences include the Status of Women Conference (November 19 and 20), the Collective Bargaining and Political Action Conferences are later this year.



NOTES FROM THE 1ST V.P.

Anthony Marco

Health and Safety

The OSSTF district committee has authorized that the OSSTF District Health and Safety Officer shall be permitted to sit on JHSC in the place of other OSSTF bargaining units who do not have their own representatives to attend the meetings.

As the workers' side co-chair of the JHSC this year, this allows the Teachers' Unit to ensure there will always be at least two voices available to speak up at each of our meetings. I have informed Scott Sincerbox of this information as the management side co-chair. This arrangement was supported by the president of the ESL unit. To be very clear, this only impacts OSSTF units and will have no impact on any other unions attendees.

Bill 168

Bill 168 provisions are in full effect. The new legislation allows for work refusals due to unsafe violence hazards. We are in receipt of the Ministry of Labour orders from the Greater Essex board that established need for awareness, training, and resources **BEFORE** a student comes into the class. While the board does realize the operational hurdles in front of them, it finally seems that we have come together on the ideology portion of the changes. The JHSC will be pushing to get these changes made ASAP.

Chemical storage in science departments

The HWDSB Health and Safety Department has started a program to ensure safe storage and disposal of chemicals in science departments and set procedures for ordering and maintenance. We understand that the messaging surrounding their visits has been confusing to many principals and science heads.

This is a HWDSB initiative to comply with the OH&S Act. As advocates for H&S in our schools, we do support the idea that all chemicals must have proper MSDS information and be safely stored. We understand that

some teachers are concerned about the pedagogical issues inherent in a process that may remove vast amounts of chemicals from labs. Concerns around curriculum should be brought to principles, and they will advocate for school programs with the board. Such concerns have already put a short halt on the rollout of such measures as there is apparently a science heads meeting being called.

From the OSSTF perspective our messaging should be clear. It is the responsibility of the employer to provide a safe place to work. It is the responsibility of the worker to work safely according to the training and knowledge of potential hazards she/he has. No teacher is **OBLIGATED** to participate in ensuring the workplace is safe with regards to additional time spent on culling MSDS or devoting time to reorganizing labs. Such work is the employer's obligation. This said, as advocates for OH&S we would never discourage anyone from volunteering their expertise to help make the workplace safer. Such volunteer activities should not occur without the knowledge of the principal.

Website

The latest issue of insight has been put up on the website. The new posting engine allows us to embed the PDF directly into the website while making it readable, printable, and downloadable all at once.

Mutual consent

Having discussed the issue at a recent relations meeting, we are working with the board to develop a procedure by which we can ensure that mutual consent is received in writing before the timetable is set. This procedure will be in place for second semester and any teacher who currently has these courses for second semester will have to give mutual consent. This will undoubtedly cause some havoc with semester 2 timetables if many teachers refuse to give consent.

December 6th

Day of Remembrance and Action on Violence Against Women

This year marks the 21st anniversary of the Montreal Massacre. The OSSTF District 21 Status of Women Committee will be providing newly designed and printed lapel stickers to all of our members to wear on Monday December 6th. Our goal is to raise \$2100 for local women's shelters and organizations that assist abused women and their children. We are asking you to consider making a donation. When you receive your sticker, you will also receive an envelope to use if you wish to make a tax-receiptable donation, with instruction on how to send it to us. Branches and Units with SWC reps will also have collection boxes for those who would like to give cash.

Parental Leaves Workshop

Thursday 18 November 2010

4:30-6:00 p.m.

What is it? A workshop that answers all of your questions about the professional rights and responsibilities you face as you prepare to welcome a child or children into your family as a HWDSB employee and OSSTF member.

Where is it? 1423 Upper Ottawa Street, Hamilton. (The OSSTF District 21 Office.)

Who can come? OSSTF members and their spouses, at any stage of the family planning process.

How can I register? Call Donna at the district office by Friday 12 November to register: 905-574-8285

Come for the FOOD, Come for the DOOR PRIZES, Come for the PEACE OF MIND

A Woman's Place is in Her Union

Every three years the OSSTF Provincial Status of Women Committee hosts a workshop to train women to become more involved in our Federation. At the last conference, three years ago, D21 had the largest delegation with seven members. This year we will once again be well-represented with six of our district members attending. We look forward to sharing what we learn in a future issue of this newsletter.

OSSTF Student Achievement Awards in Honour of Marion Drysdale

The theme of this year's awards is: *Become the Solution: Words into Action*. Teachers throughout the district are working with their students to submit their creations to our office. From there, one in each category will be sent to Provincial to be judged against all entries. We're looking for four volunteers to help judge this year's entries. Contact us at 905-574-8285 if you're interested in helping.

CONTRACTUALLY SPEAKING

Trevor Powell

Knowing Your Contract – the Basics

- Each teacher can be required to do Additional Professional Assignments (APAs) above their scheduled classes. For the school year you can do a maximum of 25 on-calls during your unassigned time and 26 supervisions. They should be pro-rated, if you do not teach full-time. Contact Trevor Powell for details. An APA should be a maximum of ½ period in length. No teacher is allowed to do more than 1 APA per day. Should a teacher do more than 26 supervisions, they must do less than 25 on-calls. Teachers should keep track of their APAs, in case there is a disagreement on the number performed.
- Each full-time permanent teacher is entitled to 2 personal leave days per year. These days can be taken together. They cannot abut a holiday.
- Each teacher shall have representation at any meeting which may lead to discipline. You have a right to end any meeting and request union representation.
- If you receive an unsatisfactory TPA, contact the District Office immediately 905-574-8285.
- Each teacher shall have an uninterrupted lunch break of a minimum of 40 consecutive minutes between 10:45 am and 1:45 pm, unless agreed to by the teacher and Principal.
- Class size maximums are in place on the first day of each semester. Talk to the OSSTF Branch Executive or call us if your class sizes are over.
- Rights to short term leave include: 4 consecutive days for death of immediate family or immediate family of the spouse, 3 consecutive days for the death of other relatives or spouse's relatives, 1 day for the death of a close friend, 3 days for compassionate leave (subject to approval), leave allowed for Religious Holy Days.
- We are in a 4 year contract that expires on August 31, 2012.

Did You Know?

- There is a Collective Bargaining Committee that meets every month to discuss Collective Agreement issues and concerns. We will begin developing a survey next year to go out to all members. From this survey, we know what improvements the members hope to

see in their new contract. Should you have concerns or improvements that you believe are important to get into the next contract, pass on your concerns to your Branch Collective Bargaining Committee representative.

- Under our present Collective Agreement, in some instances you can lose money by becoming a permanent member. Occasional teachers receive credit for placement on the grid for long and short term occasional work. For our permanent members, credit for placement on the grid comes from previous permanent jobs or long term occasional jobs. Short term occasional work is not included. We will look to change that in the next round of negotiations.
- You cannot agree to violate the Collective Agreement, even if it is to do a favour for a Principal or colleague. The Board/management also cannot agree to violate the Collective Agreement. The Collective Agreement is an agreement that has been agreed to and signed by the Federation and the Board.
- If you have been disciplined and have a letter placed in your file, we have what you call a sunset clause. This sunset clause means that if you have been free of any written warning or other disciplinary action for 18 months, you can request that it be removed. Call Trevor Powell or Human Resources for more information. Any one can request to see their Human Resources file. You must make an appointment.
- We have a teacher funded leave plan that will allow you to take a reduced pay for future time off with pay. For more information on how this works, talk to Human Resources.
- There is no requirement for a teacher to stay past the end of the school day, unless they are doing an APA for which they receive credit. The Education Act only requires the teaching area to be open 15 minutes before the commencement of classes in the morning and where applicable 5 minutes before classes commence in the afternoon.
- Teachers in two schools can do a job exchange for a year, subject to the agreement of the Superintendent of Staffing – Scott Sincerbox.
- You do not have to teach a tri stacked

class without mutual consent.

- We get a gratuity when we retire subject to the conditions set out in Appendix "D" on page 37 of our Collective Agreement.
- If you make an adverse report against another member, you are required to inform that member within 72 hours.
- Should you require a Collective Agreement call our office and we will send you one.

Certification

- All new teachers are reminded to apply with OSSTF Certification Department to get a rating statement to ensure that you do not lose money by being paid at the wrong category.
- Also any teacher that is not at Category 4 and has not applied for a rating statement since 2007 should consider reapplying, as your category may have increased with changes to the certification process that occurred in 2007 and make it easier to get to category 4.
- For more information on applying for rating statement call the Certification Department at 1-800-267-7277
- Teachers are reminded to submit rating statements and proof of qualifications to Joanne Kendall at the board 905-527-5092 ext. 2459 or joanne.kendall@hwdsb.on.ca
- To receive retro pay to September, teachers must submit rating statements and proof of qualifications prior to HWDSB before December 31st. For new hires in semester 2, submit rating statements and proof of qualifications prior to May 31st for retro pay back to February 1st.

Important Dates

- Monday November 1 – Voluntary Timetable Reductions and expansion due for Semester 2 of the next year. (Fill out forms for reductions, send an email to Scott Sincerbox and CC Brenda Maxwell and Trevor Powell for expansions)
- Tuesday November 30 – Last day for Voluntary Transfer Declarations for Semester 2 of the next year. (Fill out forms for transfers)
- Friday December 31 (Friday December 17th) – The last day for retroactive pay for category changes back to September. (see Certification for more information)

Tax Deduction Concerns with Members' Pay

Trevor Powell

Sadly, we are still receiving calls in our office regarding concerns with our pay and tax deductions. We had hoped that this problem was resolved after the debacle that was experienced in June with heavy-handed tax deductions. At that time the Board stated, "As you know we have moved to a new Human Resources/Payroll Information System and some questions have arisen around tax deductions. Taxes are deducted based on a formula provided by Revenue Canada. We have standardized the tax which will ensure that there will be no excessive tax situations as we experienced in June of this year. Please be aware that the amount of tax being deducted may be impacted by the following: increases in salary, changes in tax law, working for various employee groups (ie summer and/or night school), requesting extra tax to be deducted."

Later in the summer we again had issues and the clear indication is that excessive tax situations are continuing. Admittedly, the issues arise when our members are doing additional work in the summer and we would expect that members would be taxed at a higher rate than what might be considered normal. That being said, members need to know that Payroll's assertion that the standardized taxes will ensure that there "will be no excessive tax situations" is false. Small increases in taxes as a result of doing additional work should be expected, huge increases should not.

For example, in August we had a full-time member that taught summer school for two weeks. This member was at category 3 and at the 9th year on the grid. Her regular pay on September 10th, 2010 had \$1,138.65 deducted in taxes and her taxable income was \$5,334.78, meaning that she was taxed at a rate of approximately 21%. On September 16th, 2010 she received a pay deposit

for the two weeks she worked in the summer. For this deposit, Payroll had deducted \$265.98 from a pay of \$1701.90, meaning that she was taxed at a rate of approximately 16%. The member should have been taxed at a comparable taxation rate as the first full-time pay in September, but was not. Subsequently, on September 24th the member once again had her full-time pay deposited. Unfortunately, this time she had \$1,742.13 in taxes deducted and her taxable income was \$5,247.95, meaning that she was taxed at a rate of approximately 33%. When I spoke with Payroll, I was informed that this excessive taxation was necessary and that Payroll tries to run a fine line with fluctuating pays, as they try to find a balance and stabilize the deductions. This explanation was not particularly comforting when I reflected on Payroll's past assurance that they would ensure there would be no excessive taxation going forward. This explanation was even less satisfactory when I started looking at the numbers in greater detail.

Compare the amount the member was taxed on her first full-time pay in September versus her second full-time pay in September, where there is a difference of \$603.48 in additional taxes taken off on September 24th. I asked payroll if the amount of taxes would have been very close between the two pays if the member had not worked for two weeks in the summer. I was given assurances that this was true and that it was necessary to heavily tax her on her second full-time pay because of this additional work. Herein lies the problem: if the Board agrees that the additional \$603 in taxes is a result of the two weeks the member taught summer school, this means the employee had the original \$265.98 in taxes taken on September 16th and an additional \$603.48 in taxes taken on September 24th that would not have normally

been taken off. When you add these two taxes together, the employee was taxed \$869.46 for working two weeks in the summer and was only paid \$1701.90. This means that the member was taxed at a rate of over 51% for the two weeks worked in the summer.

When I explained the taxes in this context to Payroll, I was told that I was not looking at it correctly, but that our pay was a running target that adjusts and re-calculates every time a teacher earns extra money. I tried to explain that members need to have an idea of how much money they can expect on a monthly basis to pay bills and huge fluctuations in taxation was not satisfactory to people with mortgages, families and budgets. I was told that Payroll does flag money taxed over 33% and is working to stabilize this situation going forward. When I requested a follow up on this issue to get some clarity to give to members, I was told that this could take months as they work through the system, but that they would get back to me. So much for ensuring that there will be no excessive tax situations.

I have advised the member that all members have a right to file a complaint with the Canada Revenue Agency if they so choose. Going forward, members need to be aware that teaching night school, summer school etc. when you are already a full-time teacher may result in being hit with excessive tax deductions that are well beyond the expected norm. No satisfactory explanation seems to be coming from the Board at his point. They have indicated instead that in the spring, when teachers do their taxes, it will work out. Our position, however, is that waiting three-quarters of a year to get one's money back is hardly comforting for a member that had her two weeks of work in the summer taxed at 51%. I can't wait to see what June 2011 brings.