

INSIGHT 21

December 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.

Dealing with Member-to-Member Conflict

Chantal Mancini

While it is not something that we generally report at meetings, dealing with member-to-member issues is a large part of the jobs of those of us at the District Office. The intensive, fast-paced and generally under-resourced nature of schools is unfortunately the perfect breeding ground for conflict. We believe that trying to deal with these issues before they hit the desks of management is often preferable than having to deal with them after a member is disciplined.

Often, it is a Branch President who calls us confidentially to get advice on dealing with members in conflict. These situations can be messy and call for sensitivity and discretion. Our first piece of advice is that members sit down and talk to one another about the issue, for the purpose of working it out. This can be informal or in a more formal mediation by someone from the District office or our Provincial Mediation Resources Bank. Because, unlike management, the job of OSSTF does not include discipline, members can come together without fear of repercussion. OSSTF represents all members and cannot take sides.

Sometimes, however, a problem cannot be resolved informally and a member(s) may feel that they need to in-

voke formal Board policy, such as the Harassment Policy or the more recent Respectful Workplace policy. Members do have the right to bring complaints forward under these policies. However, such complaints constitute an adverse report, which is any complaint to management that could have a negative impact on another member's job. In such cases, both OSSTF bylaws and the Teaching Profession Act stipulate that the member making the complaint must furnish a copy in writing to the member that they have made the complaint about. This copy must include details such as the nature of the incident and the date and time it was brought forward to management, and it must be delivered to the member within 72 hours.

OSSTF recommends that the same courtesy be provided to any worker

that a teacher is making a complaint about, even if they are not a member of OSSTF. Additionally, OSSTF members who are parents of children taught by other OSSTF members must also remember that these bylaws apply. Parents who are also employees of the Board need to ensure that they do not cross the fine line between being a parent and being an employee as they can be subject to discipline.

Any member who is considering making an adverse report on another member is strongly encouraged to call our office first for confidential advice. Any member who receives such a complaint against them is also urged to call us immediately. Confidentiality is assured, and OSSTF will defend the right to fair process for all members involved.



Happy Holidays

from your Unit Executive...

*Chantal, Anthony, Trevor, Dan, Colleen,
Tony, Bobbi, Leanne, Glen, Rick, & Dave*

NOTES FROM THE 1st V.P.

Anthony Marco

Holiday Travel information

Please record the following information and keep it with you if you are travelling out of Ontario over the holiday:

Your HWDSB Employee ID – online paystub

Your Division Number - **102**

Your Policy Number - **136993**

Great West Life Phone - 1-800-957-9777 (Canada & US), 1-204-946-1190 (anywhere else)

N.B.: If you are travelling to Cuba, please bring your GWL Benefits card as well. If you cannot show proof of insurance when entering Cuba, they will make you purchase theirs. You should also get in touch with Paul Baldwin, the HWDSB benefits officer for any major incidents that will go through the benefits plan. He can often act as an advocate with Great West Life to get problems cleared up. His number is 905-527-5092 X2666. Wherever you are travelling for the holidays, be safe and have fun!

Benefits Q&A

Question: Is coordination of benefits not required anymore?

Answer: Coordination of benefits is determined by the file the board sends to GWL. If you no longer want to have your benefits applied this way please notify the Boards benefits Administrators so we can amend the file that goes to GWL.

Question: I am going in for major surgery and they have asked if I have access to major medical care and assistance (nursing, hospital bed, walker, bath bench, etc)

Answer: GWL does cover for limited nursing care as well as numerous types of aids/equipment. The only way for an employee to know exactly what is covered is to submit a predetermination to GWL so they can properly determine the coverage. There are also companies such as the Red Cross that rent equipment out or allow people to purchase on a very cost effective basis.

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Question: I was in a car accident and have had trauma to my teeth and jaw. The repairs will take some time and will be costly. How is this covered?

Answer: Some will be covered under the regular dental plan and a lot will be covered under Emergency Dental repair under the Extended Health care coverage. In this situation a predetermination must be submitted that outlines treatment timelines and extent and GWL will respond to what will be covered.

Question: What happens when my child turns 22?

Answer: The child's benefits are cut off unless they continue to be a full time student or are totally disabled. If they are a full time student that can continue to the age of 25. If disabled and continues, it can go in indefinitely past the age of 25. Must be confirmed totally disabled by GWL prior to the age of 25.

Question: My daughter is going away to school this fall and I can get some exemption from the university if I cover her for dental and major medical. How do I do this?

Answer: E-mail Vicki Doidge or Andrijana Salipurovic at the board office. They will compose a letter for you that you can submit to the university or college.

Question: If I retire in June when are my benefits covered to?

Answer: they are covered to the end of August. Information will be sent, by the board, to retirees in June telling them their options for continued coverage. The retiree must sign up for a new plan within 31 days of August 31 to qualify without penalty.

Question: How does a change of address information get to GWL?

Answer: The only way GWL know you have moved is through one of their claim forms, your direct notification to them, or through your dentist office if you are on a direct electronic bill process.

Question: Alternative dental treatment, how does it work?

Answer: if implants are requested GWL will cover up to the cost of bridge work only. An employee must get a predetermination prior to having the work done to approve cost.

Question: What happens if my husband loses our health benefit coverage at the place he works?

Answer: This is classed as a Life Event and can pick up Health benefits under the board Plan. The employee is required to submit a letter from the spouse's employer indicating that they are no longer covered for health benefits.

Question: What EAP coverage do my kids get?

Answer: Your dependents are covered for EAP services through Hurst place as long as they remain as dependents under our Health Benefit Plans (up to age 22, or as student to age 25, or disabled)

Question: If I happen to pass away, can my spouse or dependents still have access to health benefit coverage?

Answer: They will still have access to the health benefit plans you currently have for a two year period but they must pay the full cost of the premiums.

Question: If I do not pick up coverage within the 31 days of becoming eligible?

Answer: If you don't enrol within the 31 days of becoming eligible, then upon applying for benefits again, you must submit evidence for approval that would render any insurance subject to pre-existing conditions. A person can only change without evidence if there is a life event such as marriage, birth, death, full time position, leave of absence and return. Late applicants for dental coverage are done a little differently, instead of providing evidence; coverage for the first 12 months is limited to a maximum of \$100 per person. No major services are eligible for the first 12 months and no orthodontic services are eligible for the first 24 months.

CONTRACTUALLY SPEAKING...

Trevor Powell, Chief Negotiator

Semester 2 Staffing, Declaring Surplus & Redundant Teachers

- There is good news on the staffing front. The total lines for the year and final Semester 2 allocation are up and as a result, all the teachers that are redundant will be recalled for their Semester 2 lines.
- All redundant teachers can apply for any job postings. Should teachers not be successful to any of the postings, they will be placed at a school in January staffing - see 'Important Dates'.
- The bad news item is that four schools will be listing teachers as surplus to the needs of their school for Semester 2. These schools are Barton, Delta, Watterdown and Westmount.
- Any teacher listed as surplus should be the teachers with the lowest seniority, unless listing the teacher as surplus would result in the closing of a curricular programme because no one else has that unique qualification. (Article 19.01 – 19.03) Teachers listed as surplus can apply for jobs or be placed at the staffing meeting in January.
- For any teachers that submitted Voluntary Transfer Declarations, be aware that the transfer language and our rights are different compared to submitting a Transfer Declaration in Semester 2. When submitting by November 30th our Collective agreement language states, "Transfer declarations to take effect in the second semester will not be accepted unless the school has declared teachers surplus to the staffing needs of the school". (Article 21.01) For teachers submitting Voluntary Transfer Declarations by April 30th for Semester one of the following year, there is no requirement for a school to have surplus. Our contract states that teachers that have submitted a transfer form, "shall be considered to have relinquished their entitlement to a teaching assignment at their current work location" (Article 21.02)

• More bad news, it does not appear at this time, that there will be any expansions at the staffing table in January for those teachers that do not have 6 line entitlements. This could change if we were to get an influx of retirements, but at this time that is not expected.

• Teachers in such a position, should continue to put in requests for expansion every semester, until they are topped up.

Grievances

• The newest grievance will be a Group/Policy Grievance, filed on behalf of any teachers that have been listed as surplus to the needs of their school for Semester 2. The Board was not prepared to meet on November 25th and rescheduled the meeting for December 2nd. The change in this timeline has resulted in a violation of our Collective Agreement under Article 19.02 which states that, "Teachers who are declared surplus to their school will be notified of that fact no later than December 1st in semester one". Teachers were obviously not listed as surplus by December 1st.

• We would like to be able to tell the teachers that are listed as surplus that they will remain at their school. Unfortunately this is highly unlikely, as the Board was aware of our concerns and the impending grievance and still decided to go forward with listing these teachers as surplus. These surplus teachers should also know that it is not uncommon for settlements for grievances to take place at an arbitration, which can often take 2 years to be heard by an arbitrator.

• There was another grievance filed on behalf of any teachers that were placed for only one semester at the June staffing and will be permanently staffed at the staffing meeting in January for semester 2. Our position is that their seniority rights have been violated and that they should have been a permanent member of the staff/school for which they were placed for September. Should a

full 6 line assignment not have been available in June, they should not have been transferred. See Article 21.04 "A Teacher whose request for transfer cannot be effected [sic] shall be informed as soon as possible. A Teacher may request and receive an explanation as to why this transfer request was not acted upon".

• Teachers that are submitting a Voluntary Transfer Declaration form in Semester 2 should know that they may end up only being placed at a school for one semester. We would of course continue on with the grievance, but getting an arbitrator to rule on this, could again take 1-2 years. In the meantime teachers placing Voluntary transfers could end up being bounced more than once between schools without their seniority rights being recognized, until they finally get a permanent home. "Food for Thought" for those teachers considering submitting a Voluntary Transfer Declaration.

Sunset Clause

• In last month's 'Insight 21' I reminded members that they could request letters of discipline be removed from their file after being free of any written warning or other disciplinary action for 18 months. (Article 27.17)

• I have had some calls in regards to this and wanted to offer more clarity. Teachers should send any request to for removal of a letter of discipline to Scott Sincerbox, Superintendent of Human Resources and C.C. Darlene Steele, Human Resources Officer. In the letter I would recommend that you request confirmation that the letter has been removed. Upon receiving confirmation that the letter has been removed, please ensure that you are keep a copy of that confirmation to proof that it has been removed. We would also recommend that you then book a follow up meeting with Susan Bois in the Human Resources department to view your file and ensure

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that it has been taken out. Call the Board at 905-527-5092 ext. 2753 to speak with Susan. If you are uncomfortable doing this on your own, please call the office to arrange a time that also works for me and I will accompany you.

• Why is all this necessary? 1) We have had more than one member complain that files were not removed after receiving confirmation that they had been removed. Only through the members' due diligence and good file keeping were we able to get them removed, when they were subsequently disciplined and were shocked to find that a letter they thought was removed still remained in their file. 2) The Board will often use Progressive Discipline when an employee has done something wrong and look for previous concerns when deciding on appropriate discipline. Should an employee face future discipline, it is advantageous to have a file that is void of any letters of discipline.

Important Dates

- December 7 – Postings for Positions of Added Responsibility close
- December 8 – 10 – Principals Interview for Positions of Added Responsibility
- December 10 – Principals email results of postings
- December 13 – Postings for Round 1 Vacancies including: school vacancies, further Positions of Added Responsibility as a result of successful candidates to the initial postings, system teaching assignments.
- December 17 – Round 1 postings close

at 4 pm

- December 31 (really December 17) – last day to get retroactive pay back to September 1st for change in category placement. If you are waiting on OSSTF Certification Department and have not heard back, please call me.
- January 3-5 – Principals interview for Postings (preference will be given to teachers who have been declared surplus to the needs of the school and for teachers that have submitted Voluntary Transfer Declarations from schools that have declared surplus teachers – article 13.02d)
- January 6 – Principals email the results of the postings by 12 pm.
- January 10 – Staffing Meeting – Placement of teachers without a confirmed assignment for Semester 2.
- January 12 – Known LTO assignments are posted.
- January 14 – Postings Close
- January 15 – Positions of Added Responsibility that become vacant after this date may be filled administratively for the following semester only.
- January 17-20 – Principals interview for LTO assignments
- January 31 – Last day of work for teachers retiring at the end of semester one.
- January 31 – Teacher funded leaves for next year are due – send to Darlene Steele – Human Resources Officer
- February 1 – HWDSB to provide updated electronic copy of seniority list
- February 3 – First day of Semester 2 – Class Size Maxima shall be in effect.

BITS AND BITES

Members and Changes to Personal Information

Just a reminder to members that they provide updated personal information to the Board as soon as possible. Our contract does state that it is the member's responsibility to let the Board know about address and telephone number changes. Additionally, members who legally change their name should notify both the Board and the Ontario College of Teachers. This is especially important so that the Board is able to match certification changes to the appropriate teacher in order to move them up to the next pay category.

Gifts that Give Twice!

Tickets for the Status of Women Committee's Annual Night at the Theatre are now available. This year's event will take place at the Hamilton Players' Guild on Thursday May 5th at 8:00 p.m. We have reserved the entire theatre for a performance of "Self Help", a Norm Foster comedy. Tickets are \$20 each. Net proceeds will be donated to local women's organizations. A great stocking stuffer idea! Contact us at d21statusofwomen@gmail.com or (905) 574-8285 to order your tickets. Married couple of second-rate theatre actors cast themselves as nationally renowned self-help gurus. Their lives unravel in a farce as they try to conceal a body and hold on to their falsely won fame. Another great play from one of Canada's best loved writers of situational comedy.



D21 Teachers' Unit President Chantal Mancini addresses Branch Presidents during training November 26th.

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