

NEW MEMBER HANDBOOK

2022-2023



Ontario Secondary School Teachers' Federation
District 23 Teachers' Bargaining Unit

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

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President's Message

Welcome to the OSSTF District 23 Grand Erie, Teachers' Bargaining Unit!

OSSTF/FEESO is a long-standing organization that supports you in your everyday work. Provincially, our Federation represents over 60,000 teachers and education workers. Since its inception in 1920, our Federation has worked hard to maintain acceptable working conditions and to protect collective bargaining rights.



Locally, our District Office employs two teachers who work on a full-time basis on your behalf – me as your President and Kelly Morin-Currie as our Chief Negotiator. Many more represent you on our Executive Council, our TBU Council, in school/worksites branches and on a variety of committees. Their volunteer work is the basis of OSSTF's success. We encourage you to get to know your Branch President at your worksite, as they will be your first contact in terms of assistance from the Federation or involvement in its activities.

We work with the Grand Erie District School Board to ensure the best working environment for all members. When issues arise, we work through them using the terms of our Provincial and Local Collective Agreements. The Board understands and respects the role of OSSTF and will not penalize you for contacting anyone associated with your union.

There will be times when surviving the day will be your main goal. There may be times you may even question your decision to enter education. At those times, please remember that there is a union behind you, a union that will support you, and answer your inquiries.

I encourage you to make your voice heard by joining one of our committees or participating in Federation activities. Your involvement also gives you the chance to meet with colleagues from other schools and provides opportunities for leadership.

Congratulations on your new job with the GEDSB and I look forward to working with you in the upcoming year!

Yours in Federation,

Maria Colitti

President, District 23 OSSTF Teachers' Bargaining Unit

Who We Are – Provincial Organizational Structure

Democracy is the hallmark of OSSTF/FEESO decision-making.

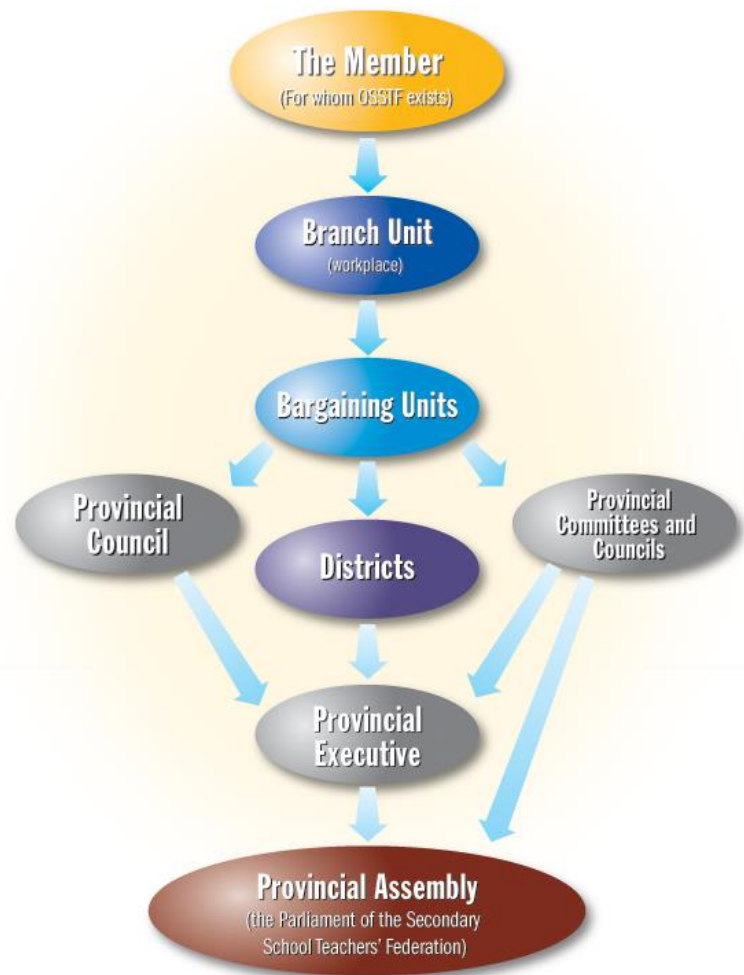
In our bottom-up process, decisions flow from individual members, through workplace representation, Bargaining Units, the Provincial Council, the Provincial Executive, and the Provincial Assembly.

Our bargaining units are organized into 37 districts representing different areas of the province and, in some cases, different job classes or languages. All bargaining units and districts have their own constitution and elected executive.

The **Provincial Council** is the legislative body that acts in the name of the Federation between annual meetings. Since Councillors represent individual districts, sectors and bargaining units, Provincial Council reinforces our democratic tradition and local representation.

The **Provincial Executive** is elected for a two-year term at the Annual Meeting of the Provincial Assembly (AMPA). The Provincial Executive is responsible for the day-to-day operations of the Federation and oversees the Provincial Office. The Provincial Executive answers to the members through the Provincial Council.

The **Annual Meeting of the Provincial Assembly (AMPA)** is the supreme decision-making body for the Federation. AMPA elects the Federation's seven-member Provincial Executive every two years as well as representatives to the Board of Governors of the Ontario Teachers' Federation.



What We Do – Provincial Office

OSSTF/FEESO's Provincial Office operates in three major areas: protective services, educational services, and communications/political action. Staff at Provincial Office offer advice, assistance, and training in the areas of:

- pensions - both OMERS and OTPP
- grievances and arbitrations
- professional colleges
- health and safety
- employment insurance
- pay equity
- workers' compensation (WSIB)
- human rights
- scholarships, grants, and awards
- professional growth issues
- French language services
- educational finance

Provincial office provides support and assistance to all local bargaining units upon request in all OSSTF/FEESO activities.

Educational Services

The Educational Services department is responsible for issues related to teacher education, testing, curriculum, resource books, educational research, professional colleges, and special education. The department administers scholarships and bursaries and sponsors professional conferences and workshops. It also manages the work of two OSSTF/FEESO councils - Parliamentary and Constitution and Judicial, and the Educational Services Committee.

Protective Services

Protective Services staff, in conjunction with the Protective Services Committee, assist members of local districts in all aspects of negotiating collective agreements and maintaining the agreements once in place. Training is provided on health and safety, negotiations, grievance and arbitrations and education finance through conferences and regional meetings. The department also gives direct assistance to members on employment insurance, pensions, benefits and WSIB issues.

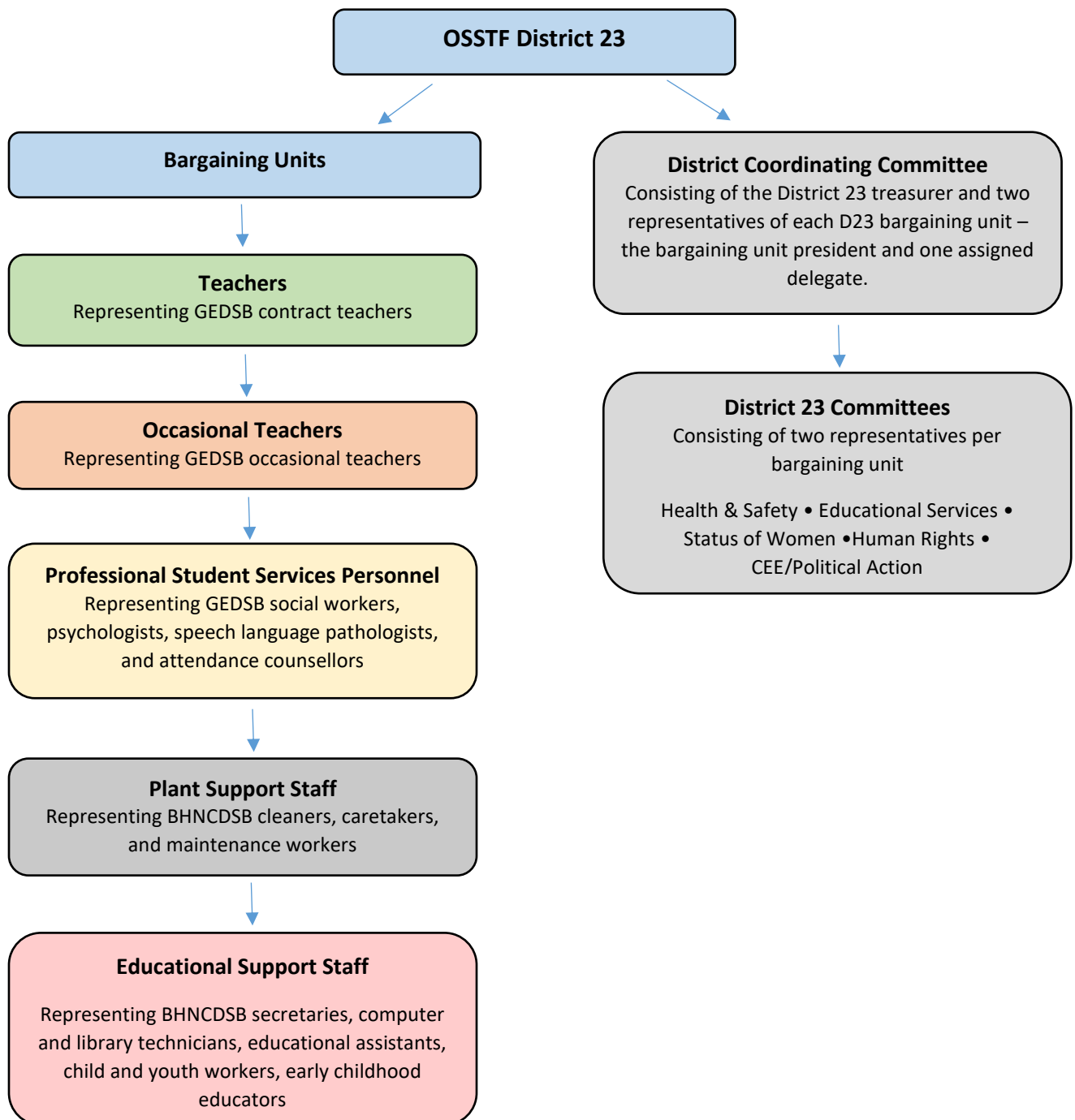
Communications/Political Action

The Communications/Political Action Department is responsible for communications, both internal and external; public relations; media relations; political action; legislative research; lobbying and awards. Training is provided at conferences and regional meetings.

Who We Are – District 23 Organizational Structure

OSSTF District 23 is a middle-sized district that represents 5 distinct bargaining units with the Grand Erie District School Board and the Brant Haldimand Norfolk Catholic District School Board.

District 23 is governed by the District 23 constitution (available on our website). The District Coordinating Committee is the governing body of OSSTF District 23 and is comprised of two members from each bargaining unit – the President and one assigned delegate.



Who We Are - District 23 Teachers' Bargaining Unit

Structure

The District 23 Teachers' Bargaining Unit is governed by the OSSTF District 23 TBU Constitution. The TBU Executive and Council are the governing bodies of the TBU Bargaining Unit and meet approximately seven times per year. The Executive is composed of the members listed below. The TBU Council is comprised of the Executive members and Branch Presidents from each school.

TBU Executive:

President – Maria Colitti, District Office

1st Vice President – Andrea Murik, HSS

2nd Vice President – Lindsay Wilson, PJCVS

Chief Negotiator – Kelly Morin-Currie,
District Office

Treasurer – Leanne White, GELA

Secretary – Adrienne Roberts, HSS

Executive Officer – Lindsey Columbus, WDHS

Council Chair – Paul Maletta, HSS

Equity Officer – Jeannie Martin, JBLC

TBU Branch Presidents:

Brantford Collegiate Institute & VS - Ross Brown

Cayuga Secondary School - Melissa Stevenson

Delhi District Secondary School - Chris Kawamura

Dunnville Secondary School - Mark McCormack

Grand Erie Learning Alternatives – Ed House

Hagersville Secondary School - Michelle Arrowsmith

McKinnon Park Secondary School - Luke Stevenson

North Park Collegiate & VS - Dana Blackman/
David Clare

Paris District High School - Laura Dukeshire

Pauline Johnson Collegiate VS – Lindsay Wilson

Simcoe Composite School - Melissa Gagne

Tollgate Technological Skills Centre - Tory Carter

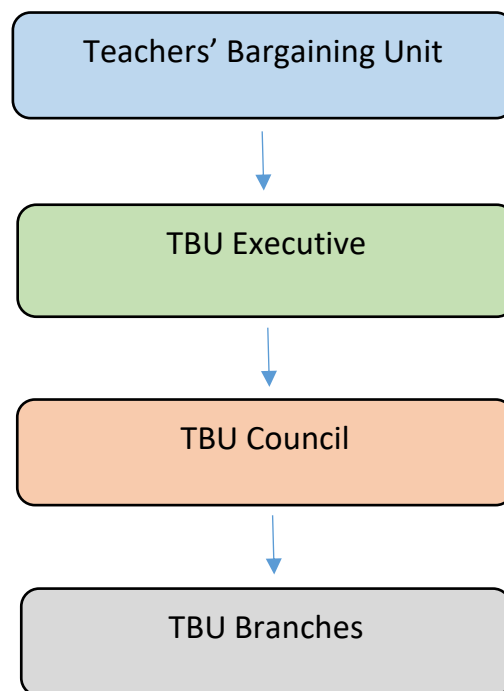
TRC – Jason Hall

Valley Heights Secondary School - Elena Stephen

Waterford District High School - Lori King

Con Ed - Jennifer Krupicz Malcolm/Graham Gould

Health & Safety Officer - John Henderson



What We Do – District 23 Office

First and foremost, among the objects of OSSTF/FEESO is the protection of members, both individually and collectively. District 23 TBU has a permanent office located in Simcoe with full-time staff who will provide you with advice and assistance. Your President, Maria Colitti, and Chief Negotiator, Kelly Morin-Currie, are on full time release and are always available to provide individual support. Office Manager, Pam Berec, can assist you with general inquiries.

Maria Colitti President 519-426-8545 Maria.colitti@d23.osstf.ca	member protection, union-employer communications, Provincial liaison, branch concerns, member/member issues, collective agreement questions, professional development, member communications, media relations
Kelly Morin-Currie Chief Negotiator 519-426-8545 D23neg@gmail.com	negotiations, sick leave, LTD, collective agreement disputes including assignment of duties, timetable, salary, leaves, grievances, staffing
Pam Berec Office Manager 519-426-8545 Osstfdistrict23@gmail.com	general inquiries, office administration

As well, District 23 and the TBU has several committees to serve you, including:

- Collective Bargaining – TBU Committee
- Educational Services – District Committee
- Status of Women/Human Rights – District Committee
- Pensions and Benefits – TBU Committee
- Communications/Political Action – District Committee
- Health and Safety Committee – District Committee

The Benefits of Membership

Your Collective Agreement

Your workload and working conditions are determined through central and local negotiations. Your Collective Bargaining Committee at both the Provincial and Local levels work to ensure fair working conditions, job security and fair wages. The full OSSTF District 23 Teachers' Bargaining Unit Collective Agreement is available on the staff portal and our website at <http://www.d23.osstf.ca/tbu.aspx>.

Contractual agreements of significance (found in Appendix A) are as follows:

- Additional Professional Assignments for contract teachers
- Sick leave and Gratuity
- Understanding Sick Leave for Contract Teachers

Certification

QECO Certification Rating Statements

Certification Rating Statements are used to determine the pay rate for teachers by placing them in one of four possible groups. The instructions for obtaining an evaluation from QECO can vary based on whether a teacher is a first-time applicant, requesting a category change, etc.

Instructions for obtaining a QECO evaluation can be found at:

http://qeco.on.ca/?page_id=109

QECO does not accept paper applications. The application process for an OSSTF/FEESO Certification evaluation from QECO is fully electronic. QECO's electronic application can be found at: <https://applications.qeco.on.ca>

Once an eligible teacher is evaluated based on QECO regulations, a Statement of Evaluation is issued by QECO to the teacher.

Your Statement of Evaluation must be submitted to the school board by the teacher for appropriate salary category placement.

QECO strongly urges all who have not yet reached Group 4 or Category A4 to formally apply for upgrading advice or for re-evaluation **on a yearly basis** to ensure they are following the most expedient route to a higher category. This advice is particularly important to teachers whose academic qualifications were obtained outside of Ontario.

Applying for upgrading advice can only be of advantage to a teacher; it will never result in a lower qualification evaluation.

Contact Certification Department
Qualifications Evaluation Council of Ontario
10 Alcorn Avenue, Suite 100
Toronto, ON M4V 3A9
www.qeco.on.ca

Phone 416-323-1969
Toll Free 1-800-385-1030
General Inquiries: Email QECO
anfo@qeco.on.ca

Employee Life and Health Trust (ELHT)

OSSTF has worked closely with our partners at the Ontario Teachers Insurance Plan (OTIP) to design a made-for-OSSTF benefits plan based on an analysis of benefit usage cost trends, and direct feedback from members. For specific coverage questions, please download the Benefits booklet from the OTIP website once you have enrolled.



OSSTF members pay a 6% premium cost for the OSSTF Benefits Plan. The member premium costs have been placed below to assist members in knowing roughly how much of a pro-rated premium they should be paying per month based off their FTE. FTE is based on a school year contract and not by semester.

The OTIP benefits summary can be found at www.osstfbenefits.ca. For additional questions or concerns about benefits, please call OTIP directly at 1-866-783-6847.

A summary of your benefits has been included in Appendix B.

OSSTF ELHT - Member Share Illustration



Monthly member share		1.0 FTE	0.9 FTE	0.8 FTE	0.7 FTE	0.667 FTE	0.6 FTE
Health	Single	\$7.61	\$19.54	\$31.46	\$43.39	\$47.32	\$55.31
	Family	\$19.03	\$48.84	\$78.66	\$108.47	\$118.31	\$138.29
Dental	Single	\$4.01	\$10.28	\$16.56	\$22.84	\$24.91	\$29.11
	Family	\$10.02	\$25.71	\$41.40	\$57.09	\$62.27	\$72.78

Monthly member share		0.5 FTE	0.4 FTE	0.333 FTE	0.2 FTE	0.1 FTE
Health	Single	\$67.24	\$79.17	\$87.16	\$103.02	\$114.94
	Family	\$168.10	\$197.92	\$217.89	\$257.55	\$287.36
Dental	Single	\$35.39	\$41.67	\$45.87	\$54.22	\$60.50
	Family	\$88.48	\$104.17	\$114.68	\$135.55	\$151.24

Notes

Sick Days and Leaves

Sick Days

Sick leave is paid for an absence due to illness including personal medical appointments. A contract teacher is allocated 11 sick days at the beginning of each school year paid at 100% of salary. They are also entitled to an additional 120 short term sick leave (STSL) days paid at 90% of salary. Total allocation = 131 sick days. These days do not accumulate from year to year. If you teach less than full-time the allocation of 11 and 120 remains the same, however they are based on your FTE. A teacher hired after the beginning of the school year is entitled to the full allocation of sick leave credits.

Importance of initial 11 day sick leave allocation (11 sick days paid at 100%) – The unused days from the 11 day sick leave allocation are banked to be used in the following school year to top up your salary from 90% to 100% in your STSL. Each banked top up day increases 10 days of your STSL paid at 90% to 100%

Leaves of Absence

Teachers are entitled to various leaves of absence as set out in your [Collective Agreement](#). The Collective Agreement defines the parameters of leaves eligible to teachers such as sick leave, pregnancy and parental leaves, special circumstances leave etc. Please review the Collective Agreement and contact the District 23 office with any questions pertaining to leaves of absence.

Long Term Disability

The provincial LTD plan for teachers has been in effect since 2013 and includes the vast majority of OSSTF/FEESO Teacher Bargaining Units across the province. The plan is administered by the Ontario Teachers' Insurance Plan (OTIP), and participation is mandatory for all active teacher members.

Your entitlement to benefits is based on the specific provisions within the LTD policy. You must meet the conditions within the Policy to have your claim approved, and for it to continue. Members can access and print the following information through the secure OTIP on-line benefit service website.

- I. An overview of our LTD plan
- II. Our LTD policy
- III. OTIP's LTD Questions & Answers
- IV. LTD related forms

To access this information, simply go to <http://www.otip.com> and click on "Group Benefits" at the top of the page. Under "Plan Members", click on the "I want to" link and

select “View my Disability Benefits”. You will be prompted for a login and password. For information specific to our group's LTD plan, use the login 48099-910A-ai. The password is 5692365.

Please contact Kelly Morin-Currie at the District 23 office with any questions regarding the LTD plan. For LTD Plan details, please see the District 23 TBU website at:

<http://www.d23.osstf.ca/tbu/benefits-and-medical-information.aspx>

Mutual Security Plan

The purpose of the Mutual Security Plan is to provide quick financial aid to dependents of newly deceased TBU Members to help with the immediate consequent expenses. Each member of the plan contributes ten dollars (\$10) when informed that a TBU member of the Mutual Security Plan has died. Members are eligible to join the plan within their first five years of teaching or within one year of marriage. An application form to join the plan is included in Appendix C. If you are interested in joining, please submit the form by mail to our District Office in Simcoe (address is on page 17) or by email to osstfdistrict23@gmail.com.

Employee Assistance Program (EAP)

The Employee Assistance Program, offered through the Grand Erie District School Board, promotes employee wellness by offering confidential access to counselling services for all employees and their family members (under certain circumstances). For details on the EAP Program please visit our website at <http://www.d23.osstf.ca/tbu/benefits-and-medical-information.aspx>. A brochure has been included in Appendix D.

Professional Development

Professional Development funds are available to contract teachers. The board allocates \$74,000 per year for professional development which is then dispersed among secondary teachers according to FTE. In the past few years, the PD amount per full time teacher was approximately \$100 per year.

The guidelines to access PD Funds can be found on our website under the TBU tab – Member Forms at <http://www.d23.osstf.ca/tbu/forms.aspx>.

Scholarships & Awards

Provincial OSSTF/FEESO offers awards, scholarships, grants, and bursaries for a variety of purposes and can be found at <https://www.osstf.on.ca/services/awards-scholarships-grants-and-bursaries.aspx>

District 23 offers up to three entrance scholarships (one for each of university, college, and apprenticeship) with a value of \$500 each which are made available yearly for children of OSSTF District 23 Teacher Bargaining Unit members.

District 23 also recognizes exceptional teachers with the District 23 Teaching Awards in Innovative Methodologies/Techniques and Overall Excellence.

Details can be found on our website at <http://www.d23.osstf.ca/tbu/awards-and-scholarships.aspx>

Union Dues

Members pay union dues to OSSTF. These union dues are currently 1.6% of gross earnings and are deducted automatically from your pay. Because it is a percentage-based fee, OSSTF union dues are geared to your income level. Union dues are tax deductible. In addition, members in our District pay a local levy of \$120 per year which is deducted in two equal installments - one from the second pay in September and one from the second pay in February.

Health & Safety

All workers have three basic rights. You have the right to **KNOW** about hazards in the workplace. You have the right to **PARTICIPATE** with the employer (the Board) in health and safety activities, through the Joint Occupational Health and Safety Committee (JOHSC). You also have the right to **REFUSE** work you believe is dangerous to your health and safety, after ensuring your students are in a safe location.

Our D23 TBU Health and Safety Officer, John Henderson, is a teacher at Simcoe Composite School who, under the Ontario Ministry of Labour Regulations, represents you during meetings of the Joint Occupational Health and Safety Committee and in meetings with Ministry of Labour representatives (ex. work refusals). Our Health and Safety Officer completes regularly scheduled inspections of your school, investigates accidents and workplace concerns, reports workplace hazards/dangers, assists in resolving work refusal cases, and recommends corrective actions.

Health and Safety Forms You Should Know About

Workplace Violence Reporting

Located in the STAFF PORTAL-DEPARTMENTS-HEALTH AND SAFETY-WORKPLACE VIOLENCE

This form is to be used if you experience a violent incident at work, whether you are injured or not. Give it to your supervisor within 24 hours. If you are also injured, fill out an Injury Report as well.

Employee Report of Injury

Located in the STAFF PORTAL-APPLICATIONS-EMPLOYEE INJURY REPORT

This form is used if you are injured at work. You must inform your supervisor immediately and to be safe, you should go see a doctor. The form is completed entirely online.

Health and Safety Concern

Located in the STAFF PORTAL-DEPARTMENTS-FORMS-HEALTH & SAFETY CONCERN FORM

Use this form if there is something in your workplace that you feel is likely to injure you or another person. It is your duty under the Occupational Health and Safety Act (OHSA) to report all hazards to your supervisor.

Get Involved!

District 23 offers many opportunities for members to become involved through various committees, meetings, and social events.

District 23 Committees

Speak to your Branch representative about getting involved in one of our committees:

- Educational Services
- Status of Women
- Human Rights
- Political Action
- Health & Safety
- Collective Bargaining

Annual General Meeting

Each year in May there is the Annual General Meeting of the Teachers' Bargaining Unit for all members. The Annual General Meeting is responsible for passing Constitutional amendments, approving the budget, and electing the TBU Executive. Members enjoy a meal, receive pertinent up to date information from their local and provincial federation officers and connect with their colleagues across the district.

Annual Meeting of the Provincial Assembly (AMPA)

OSSTF Provincial Office conducts an Annual Meeting of the Provincial Assembly (AMPA) with representatives from all its bargaining units across the Province each March in Toronto. The Provincial Assembly is the supreme legislative body of OSSTF Provincial and is responsible for establishing and amending Federation policies, procedures, bylaws, constitutions, budgets, the annual Strategic Action Plan, pass motions, adopt the OSSTF/FEESO budget, and elect the Provincial Executive and OTF Board of Governors. Each year the District 23 Teachers' Bargaining Unit sends elected Delegates to AMPA.

Social Events

Watch for notices of our social events. Past events have included the Children's Christmas Party, Al Dente Wine Tours and Dinner event, Golf Tournaments, Retirees' & Awards dinners, and Breakfast Open Houses.

How to Connect With Us

District 23 Office

115 Windham East Quarter Line Road
PO Box 94
Simcoe, ON
N3Y 4K8



(519) 426-8545



osstfdistrict23@gmail.com



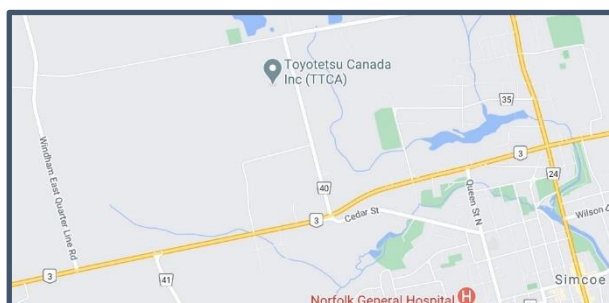
www.d23.osstf.ca/tbu.aspx



[@osstfd23tbu](https://twitter.com/osstfd23tbu)



[District 23 OSSTF TBU](https://www.facebook.com/District23OSSTFTBU)



OSSTF Provincial Office

60 Mobile Drive
Toronto, ON
M4A 2P3



(800) 267-7867



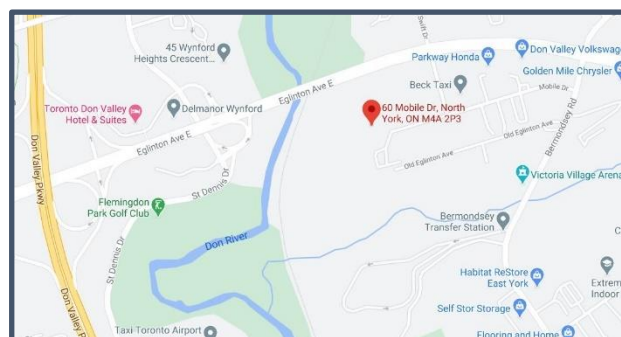
www.osstf.on.ca



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[osstfnews](https://www.facebook.com/osstfnews)



APPENDIX A – Collective Agreement Articles

ADDITIONAL PROFESSIONAL ASSIGNMENTS FOR CONTRACT TEACHERS

Additional Professional Assignments (APA) Per Year

Additional Professional Assignments are – on calls, supervision, student mentoring and teacher mentoring. We do not do attendance monitoring. A full time 6 period teacher can be assigned up to 64 additional professional assignments per year. The total of 64 assignments per year is prorated if you are less than full time (6 periods).

APA Assignments
6 period teacher = 64 per year
5 period teacher = 53 per year
4 period teacher = 43 per year
3 period teacher = 32 per year
2 period teacher = 21 per year
1 period teacher = 11 per year

Additional Professional Assignment (APA) Per Week

There are to be no more than two (2) half-periods of APAs per week and no more than one half-period per day. The period assignments cannot be averaged over weeks or months. Any kind of averaging is NOT permitted.

Number of Teaching Periods Assigned to Teacher Per Semester	On Call Supervision Assignments Permitted Per Week
3	Can be assigned up to two 37.5 minute periods per week. No more than one per day.
2	Can be assigned one 37.5 minute period per week.
1	Can be assigned one 25 minute period per week.

UNDERSTANDING SICK LEAVE- CONTRACT TEACHERS

Sick leave is paid for an absence due to illness including medical and dental appointments. There is no requirement for an absence to be a minimum of 5 or more consecutive days to access the 120 short term sick leave days.

A contract teacher is allocated 11 sick days paid at 100% of salary plus they are entitled to an additional 120 short term sick leave (STSL) days paid at 90% of salary. Total allocation = 131 sick days. These days do not accumulate from year to year. If you teach less than full time the allocation of 11 and 120 remains the same however they are based on your FTE. A teacher hired after the beginning of the school year is entitled to the full allocation of sick leave credits.

Importance of Initial 11 Day Sick Leave Allocation (11 sick days paid at 100%)

The unused days from the 11 day sick leave allocation are banked to be used IN THE FOLLOWING SCHOOL YEAR to top your salary up from 90% to 100%. Each banked top up day increases 10 days of sick leave paid at 90% to 100%.

Examples

School Year	Initial Allocation	Top-up Days= Unused sick days from 11 day allocation from previous year	Days at 100%	Days at 90%	Total Sick Days
2015-2016	11 days 100% 120 STSL days at 90%	5 = 50 at 10%	11+50 =61	70	131
2015-2016	11 days 100% 120 STSL days at 90%	0 = 0 at 100%	11	120	131

Compassionate Leave Top-up

In addition to the top-up bank, as outlined above, the Board at its discretion may grant up to two days for compassionate reasons. These two days would be used to top up to 100% of salary. The allocation of these days is dependent on having two (2) unused leave days in the current year.

Usage

If an employee's absence for the same illness or injury continues into the next school year, he/she will continue to access unused sick days from the previous year's allocation. A new allocation for the same illness/injury will only be provided once the employee has returned and completed **11 consecutive working days at full FTE**.

If an employee is accessing sick leave as a result of the same illness/injury into the next school year but is returning at less than full FTE, he/she will continue to use the previous year's allocation. If the employee exhausts the previous allocation, he/she will be provided with a new allocation for the part of

the FTE worked (pro-rated as if part-time). Any absences occurring during the working portion of the day will be deducted from the new allocation, once provided. This new allocation of sick leave cannot be used to top up your salary to 100 percent.

Administration

Existing rules for the provision of medical notes and IME reports continue.

Functional abilities can only be reported on the form appended to the Central Terms unless a different one is negotiated locally.

The **Board may not contact your medical practitioner directly.**

SICK LEAVE AND GRATUITY

Effective February 5, 2018 sick leave will be deducted from teachers' sick leave accounts in accordance with the following:

Time Absent	Description of Absence	Short Term (daily) Absence	Long Term Absence of Duration
1 period	Absent 1 teaching period (teach 2 and prep)	.33	.33
	Absent 1 prep period (teach 3 periods)	No deduction	N/A
2 periods (All morning or all afternoon)	Absent for 1 teaching period and prep (teach 2 periods)	.33	.33
	Absent for 2 teaching periods (teach 1 period and prep)	.67	.67
3 periods	Absent 2 teaching periods and prep (teach 1 period)	.67	.67
	Absent 3 teaching periods (available for prep)	1.0	N/A
4 periods	Absent 3 teaching periods and prep	1.0	1.0

The above chart reflects that there is no deduction from sick leave for absences that occur during a teacher's prep time. However, it is understood that, generally speaking, it is the expectation that teachers are at work during their prep time. Exceptions to this would occur for approved absences.

Should a teacher be unable to complete an Alternate Professional Duty (APA) due to a single period of absence during their preparation time, the missed APA may be scheduled the following week and will be in addition to the APA's that would otherwise be scheduled in that second week.

APPENDIX B – Your OSSTF Benefits Plan

YOUR OSSTF BENEFITS PLAN



PUTTING YOU FIRST

We are pleased to introduce the OSSTF Benefits Plan. It's a plan tailor-made for eligible OSSTF members and one that provides you and your family with valuable financial protection.

Full plan details, including who can participate, enrolment deadlines, eligible expenses, exclusions, how to make claims, and member premium contributions are available on OTIP's secure member website once you have enrolled.

The benefit year starts September 1 and ends on August 31, except where otherwise indicated. The plan has no overall deductibles or waiting periods. Certain restrictions, limitations and exclusions will apply. In the event of your death before retirement, eligible family members continue health and dental coverage at no charge for up to 24 months.

The plan is administered by OTIP, a not-for-profit organization dedicated to Ontario education workers, created and governed by OSSTF and Ontario's three other education affiliates.

ABOUT THIS GUIDE

This quick reference guide is intended to provide you with a brief overview of the OSSTF Benefits Plan and is not intended to be comprehensive. If there is a discrepancy between the information in this guide and the benefits booklet, the terms and details of the benefits booklet apply. Please refer to the benefits booklet for full plan terms and details.

OVERALL BENEFITS PLAN



Funding	✓	Health and Dental are 94% paid by OSSTF Employee Life and Health Trust for active 1.0 FTE members
	✓	Funding pro-rated for active members less than 1.0 FTE – difference is member-paid
	✓	Basic Life and AD&D 100% paid by OSSTF Employee Life and Health Trust
	✓	Optional benefits are member-paid
Who is eligible	✓	Basic Life and AD&D mandatory for all eligible members
	✓	Health and Dental voluntary for all eligible members
Lifetime maximum	✓	Unlimited (except where stated)
Reimbursement	✓	100% of reasonable and customary charges for eligible expenses

BASIC LIFE & ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (AD&D)



Basic Life	✓	2x annual salary to \$400,000 max
	✓	50% reduction at age 65
	✓	Ends at retirement
Basic AD&D	✓	Coverage matches Basic Life amount
	✓	Ends at retirement
Member Life and AD&D	✓	Member and Spousal Life and AD&D coverage up to \$400,000 (units of \$10,000)
	✓	Member-paid, based on gender and age
	✓	Member Optional Life coverage ends at retirement
	✓	Member Optional AD&D ends at retirement
Spousal Optional Life and Optional AD&D	✓	Spousal Optional Life and Optional AD&D ends at member's retirement
Child Optional Life	✓	Child Optional Life coverage up to \$25,000
		Coverage ends at member's retirement

PRESCRIPTION DRUGS



- ✓ Pay-direct benefits card
- ✓ Prescription formulary, including life-sustaining drugs
- ✓ Mandatory generic substitution (lowest cost therapeutic equivalent drug)
- ✓ Mandatory participation in the Specialty Drug Care program
- ✓ Dispensing fee max based on reasonable and customary limits (currently \$12)
- ✓ Maintenance medications limited to 6 dispensing fees/prescription/12 months
- ✓ Diabetic supplies (reasonable and customary costs)
- ✓ Preventive vaccines
- ✓ Fertility drugs up to \$18,000 lifetime max
- ✓ Sexual dysfunction drugs \$500/benefit year

PARAMEDICAL



REASONABLE AND CUSTOMARY COSTS

Chiropractor	✓	Up to \$750/benefit year
Dietitian/Nutritionist	✓	Up to \$300/benefit year combined
Massage Therapist	✓	Up to \$750/benefit year (with doctor's referral)
Naturopath	✓	Up to \$750/benefit year
Osteopath	✓	Up to \$500/benefit year
Physiotherapist	✓	Up to \$1,500/benefit year
Podiatrist/Chiropodist	✓	Up to \$300/benefit year combined
Psychologist	✓	Up to \$2,000/benefit year combined
Psychotherapist	✓	
Registered Family Therapist	✓	
Registered Social Worker	✓	
Registered Clinical Therapist	✓	
Registered Psychoanalyst	✓	
Psychologist Associate under supervision of a Registered Psychologist	✓	
Speech-Language Pathologist	✓	Up to \$1,000/benefit year combined
Communicative Disorders Assistants	✓	

VISION CARE



- ✓ Glasses, contact lenses and laser eye surgery
- ✓ \$500 max every 2 benefit years
- ✓ Eye exam once every 2 benefit years

HOSPITAL



- ✓ Semi-private hospital room
- ✓ Includes costs for semi-private room in private OHIP-funded facilities

MEDICAL SUPPLIES AND SERVICES



Ambulance	✓✓	Transport to nearest facility Includes air ambulance
Glucometers	✓	Up to \$150/benefit year
Hearing aids	✓	Up to \$4,000/4 benefit years
Orthotics	✓	Up to \$750/benefit year
Orthopaedic shoes (custom)	✓	Up to a maximum of two pairs/benefit year, and up to a maximum of \$500/pair
Orthopaedic shoes (stock)	✓	Up to \$500/benefit year, including modifications and adjustments
Private duty nursing	✓	Up to \$50,000/benefit year
Surgical Stockings	✓	6 pairs/benefit year
Wigs	✓	Up to \$500/ lifetime

DENTAL INSURANCE



Fee guide	✓	Current fee guide for general practitioners for province of residence
Basic dental	✓	100% of check-ups, X-rays, fillings, other
	✓	Recall exams: once every 9 months
	✓	Full exams and X-rays once every 24 months
Major restorative services	✓	80% of crowns, bridges, inlays, onlays, dentures, \$4,000 max/benefit year
	✓	Crown, onlays or denture replacement once every 3 benefit years
	✓	Implants are not eligible. If an implant is elected, and a denture or bridge would produce adequate results for the condition, the plan will pay the cost of the expense and any related services at a cost equal to the least expensive cost of a denture or bridge.
Periodontic/Endodontic services	✓	100% of root canals and related services
	✓	100% of scaling, root planing, gum treatments, etc.
	✓	10 units of scaling and root planing combined/benefit year
Orthodontics	✓	50% coverage for adults and children
	✓	\$3,500 lifetime max

TRAVEL MEDICAL (OUTSIDE OF CANADA)



Emergency medical services	✓	100%
	✓	Up to 60 days/trip
	✓	\$5 million lifetime max/person
Referred medical services available in Canada	✓	50%
	✓	\$3,000 max/3 calendar years



OTIP RAEQ.

PLAN ADMINISTERED
BY OTIPwww.otip.com
1-866-783-6847

MUTUAL SECURITY PLAN APPLICATION FOR MEMBERSHIP

O.S.T.F. District 23

Name of Applicant _____

School _____

Full Name of Beneficiary _____

Or Beneficiaries _____

Address of Beneficiary _____

Relation of Beneficiary to _____

I hereby declare that it is my intention to pay the amount of ten dollars (\$10.00), or an amount as approved by the membership in accordance with Bylaw 10: Mutual Security Plan, upon the death of any participating member of this plan.

I understand that I must satisfy Bylaw 10.3, Qualification for Membership, in order to be a member of the plan.

I intend to be a participating member until such time as I may:

- 1) indicate in writing to the District 23 Pensions and Benefits Officer that I wish to withdraw from the plan, or
- 2) cease to be a member of District 23 OSSTF

I fully agree to comply with the rules set forth in Bylaw 10: Mutual Security Plan

Signature of Applicant _____

Dated at _____ THIS ____ DAY OF _____, 20__

February 2012

There is no shame in asking for help, but it's a shame what can happen if you don't ask.

Any permanent Board employee may contact an EAP Service Provider directly. A family member may access this service if that family member's issues are affecting the employee's ability to cope, either in their personal or professional life. The family member is to be accompanied by the employee.

CONFIDENTIALITY IS GUARANTEED

The approved EAP Service Providers are not employees of the Board, and identity information is not provided to the Board.

Your contact with the Service Provider is held in strict confidence, in compliance with the ethical policies governed by their professional associations.

COST TO THE EMPLOYEE

All permanent employees are eligible for up to four (4) one-hour counselling sessions per school year, for which 75% of the cost is paid by the Board.

Employees may continue with counselling beyond the four sessions at 100% of their own cost.

WE WANT TO HEAR FROM YOU

Please complete and return the EAP survey to Human Resources, following your counselling session.

Your feedback on the service you received is appreciated to help us ensure quality service. This is a completely anonymous survey.

POLICY STATEMENT

The Grand Erie District School Board and its employee groups have expressed their joint intention to work cooperatively and constructively to maintain a successful Employee Assistance Program.

OBJECTIVE

The program is to promote employee wellness by providing confidential access to counselling services for all permanent employees.

THE PROGRAM

The program is based on self referral and anonymity. The program is designed to provide assistance for employees to access professional services in coping with problems of a physical or mental health, personal or family nature, including stress, alcohol or drug dependency, and work related problems. The employee is not required to discuss participation with anyone.



SUCCESS for Every Student

GRAND ERIE DISTRICT SCHOOL BOARD EMPLOYEE ASSISTANCE PROGRAM

For further information contact:

Sylvia Hunniford,
Health and Disability Officer
519-756-6306, ext. 281130
sylvia.hunniford@granderie.ca

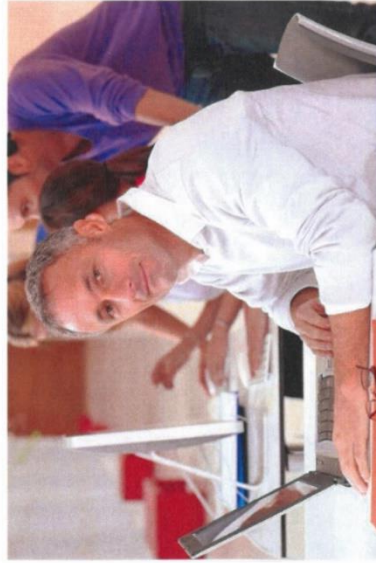
JANUARY 2020

APPENDIX D – GEDSB Employee Assistance Program



A CONFIDENTIAL COUNSELLING AND INFORMATION SERVICE





Support when you need it!

Have you heard the expression "life is an emotional roller coaster?" Although we can usually ride it out, there are times when we find it too difficult to manage on our own. When troublesome thoughts or feelings become common occurrences, they can have a negative impact on our relationships, careers, and level of self-esteem. No one is immune to, or alone in, this experience.

The EAP, offered through the Grand Erie District School Board, offers employees and their family members (under certain circumstances), access to professional counsellors and assistance with the financial cost of their services.

The Program may be accessed by directly contacting one of the following Service Providers to book an appointment. Simply identify yourself as an employee of the Grand Erie District School Board.

Service Providers are to arrange appointments within 72 hours of the initial contact; however, under crisis circumstances, same-day appointments, or appointments within 24 hours, are expected.

Support Legend

- 1 Marriage/couples and family
- 2 Children and adolescence
- 3 Abuse/assault victims
- 4 Abuse/assault perpetrators
- 5 Grief
- 6 Addiction/substance abuse
- 7 Stress management
- 8 Mental illness
- 9 Disability/illness
- 10 Anger management
- 11 Financial counselling
- 12 Geriatric issues/counselling
- 13 Eating disorders
- 14 Concurrent disorders
- 15 Trauma
- 16 Self-harm disorders
- 17 Suicide intervention
- 18 Depression/anxiety
- 19 Dealing through Native American Medicine Wheel



- Blends Wellness Counselling**
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18
6 Main Street, Fisherville, ON
(519) 515-1672
- Brantford Integrated Health**
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18
94 Charing Cross St., Brantford, ON
(519) 759-2613
- Family Counselling Centre of Brant**
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
54 Brant Avenue, Brantford, ON
(519) 753-4173
- Great Lakes Counselling & Consultation**
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18
4077 Highway #3 East, Simcoe, ON
(519) 861-9878
- Guthrie and Associates Inc.**
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18
108 St. George St., Suite 5, Brantford, ON
(519) 752-8280
- Human Solutions (formerly Homewood)**
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19
Locations in Brantford, Woodstock, Cambridge, Hamilton, Guelph, Kitchener and Caledonia.
1-800-663-1142
- Judith Wiley Counselling, EAP & Hypnotherapy**
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 18
72 Brant Avenue, 3rd Floor, Brantford, ON
(519) 484-2287
- Mike Fidler & Associates Inc.**
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17
Locations in Simcoe, Brantford and Caledonia
(519) 428-0776 or (800) 560-5577
- St. George Counselling Centre**
1 2 3 4 5 6 10 18
2 Sunnyside Drive, St. George, ON
(519) 448-1222 or (800) 448-1222

Understanding Professional Judgement

December 3, 2015

Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

(Growing Success, page 8)

Professional Judgement is defined within this document as:

Judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

(Growing Success, page 152)

This resource has been developed to clarify teachers' understanding about what is and is not "Professional Judgement."

If you are questioned regarding your ability to exercise your Professional Judgement as a classroom teacher, you are advised to consult your Union representative.

The following ARE NOT a matter of Professional Judgement but ARE examples of Professional Duty and/or Responsibility (this is not an exhaustive list):

- abiding by legislation (Health & Safety, *Education Act*, Copyright, Human Rights, etc.) and regulations
- completing duties assigned (if permitted under the Collective Agreement)
- covering the curriculum expectations
- following the assessment/evaluation guidelines and *Growing Success* policy
- following board policies and procedures
- following school/department budgets and board spending policies/guidelines
- following the Standards of Practice as identified by the Ontario College of Teachers (OCT)
- following IEPs and safety plans
- teaching the courses assigned (if qualifications are listed on your Ontario Teaching Certificate)
- completing lesson plans, long-range course planning
- reporting student attendance
- completing report cards (this does not preclude an administrator's decision to change a mark or grant a credit; however, administrators cannot mandate that you change a mark but teachers will be consulted, where possible, if a student's grade/mark/comment is changed)
- participating in parent/teacher interviews
- communicating with students and parents/guardians
- proctoring OSSLT or other EQAO tests
- allowing administrators to visit your classroom, announced or unannounced for purposes other than Teacher Performance Appraisal
- attending meetings with administration when requested
- attending staff meetings
- participating in IPRCs when requested
- attending meetings for the creation of IEPs and/or safety plans when requested*
- attending/supervising assemblies mandated during the school day
- completing your Annual Learning Plan
- participating in employer directed PD.

The following examples ARE matters of Professional Judgement (this is not an exhaustive list):

- choosing the order and emphasis of specific expectations when delivering the curriculum
- identifying the instructional strategies to deliver the curriculum
- determining the format and content of your lesson plans
- selecting methods for differentiating instruction and assessments for students
- deciding what resources are used to support the curriculum and outcomes and whether or not to use ministry approved textbooks
- choosing the frequency, timing, methods and types of assessment and evaluation used to measure student learning
- determining the method and frequency for providing feedback to students
- determining the method and frequency of communication with parents and students beyond the requirements under the *Education Act* and its regulations
- determining the format and content of lesson plans/information for occasional teachers
- deciding what format to use and the content of lessons for absent/suspended students
- choosing what input you provide into the development of IEPs and safety plans*
- determining the information included in a teacher's Annual Learning Plan
- choosing to participate in PD outside of the school day/year.

*Under the *Education Act* (specifically, the Regulations and Ministry of Education Policies and Program Memoranda) teachers have the right to be included in the development of IEPs and safety plans for students that they work with on an on-going and daily basis.

Being told how to fulfill your duties and responsibilities might be a challenge of your Professional Judgement; requiring you to fulfill those duties and responsibilities is not.

Compliance with or violations of the Collective Agreement might not be a challenge of your Professional Judgement.

General tips:

- To avoid charges of insubordination, you must follow the instructions/directions of your administrator.
- If you believe that your Professional Judgement is being questioned by the employer or you are unsure of whether or not a situation falls under the purview of Professional Judgement, please contact your branch representative and/or local Bargaining Unit leader.
- Early and on-going communication with parents and students is necessary to avoid challenges to your Professional Judgement. Teachers should keep a comprehensive log of all communications—including dates, times, person contacted and a synopsis of the conversation/information shared.
- The member's professional conduct should be characterized by courtesy and good faith, and should imply the obligation to refrain from public criticism of the member's colleagues (OSSTF/FEESO Policy 1.3.3 Ethics).
- A member of OSSTF/FEESO shall exert every effort to raise professional standards, to promote a climate that encourages the free exercise of professional judgment, to foster co-operative relationships among colleagues, and to assist in preventing the practice of a profession by unqualified persons (OSSTF/FEESO Policy 1.4.4 Professional Conduct).
- When responding to colleagues, including those in positions of added responsibility, try the following: "Thanks for the feedback; I will consider your input."
- When dealing with the public, try the following: "I am fulfilling my responsibilities and duties as outlined by the Ontario College of Teachers, the *Education Act* and the board policies and procedures."
- Approach these interactions with colleagues and the public **as conversations** not **confrontations**.

APPENDIX F – An Educator's Resource to Growing Success

Frequently Asked Questions

1. **Can the principal compel you to change a student's final grade?**
A: The principal cannot compel you to alter your evaluation. However, you should seek the assistance of your OSSTF/FEESO representative in cases where discipline is threatened.
Under the Education Act, a principal has the authority to grant credits, so effectively (s)he can alter the final grade, even without teacher approval.
2. **My Board does not have a Late Assignment policy or a policy for minimum grades and zero. There is no consistency among schools or even departments within schools. What should I do?**
A: It is the responsibility of the classroom teacher to establish deadlines for the submission of assignments for evaluation, and clearly communicate those deadlines to students. Teachers must ensure that the mark deduction will not result in a percentage mark that, in the professional judgement of the teacher, misrepresents the student's actual achievement.
3. **What is the difference among the terms Assessment As, Of, and For Learning?**
A: Assessment for learning is diagnostic, and formative. Assessment as learning involves self and peer assessment. Assessment of learning is summative and is used for grading.
4. **What is the difference between 'accommodation' and 'modification' for students with an IEP?**
A: 'Accommodation' is a change to the way you deliver the curriculum.
eg. an oral test instead of a written test.
'Modification' is a change to the actual curriculum expectations.
5. **Can I use 'N' (No Mark) on a student report card?**
A: The 'N' designation is no longer used in secondary schools. Code 'I' for grades 1 to 10 may be used to indicate that insufficient evidence is available to determine a letter grade or percentage mark. A percentage mark is required in grades 11 and 12. Code 'NM' (No Mark) is used only for college-delivered Dual Credit courses as a mid-term mark when a percentage grade is unavailable.

6. **Do I need to seek permission from my administration to use 'I' (Insufficient Evidence) on a student report card?**

A: No, you do not require permission; however, you may wish to inform administration. Teachers are to use their professional judgment when assigning 'I'.

7. **Do I have to post the marks for my course on a website?**

A: Although there are two formal reporting periods per semester in secondary schools, communication with parents and students about student achievement should be continuous throughout. It's not mandatory for a teacher to post marks to a website; it is one method that could be utilized. Seek assistance from your OSSTF/FEESO representative if you are being compelled to do so.

8. **How often do I have to update my mark records?**

A: Student achievement should be shown as continuous progress throughout the course. As such, marks should be updated in a timely manner, but marks are not the only way that a student is evaluated. The 'mark' is only a numerical reflection of the student's progress. Principals may individually request a copy of a teacher's mark records.

9. **What are the classroom teacher's responsibilities when a student is enrolled in credit recovery for a credit not achieved while in the teacher's class?**

A: When credit recovery is recommended by the subject teacher, that teacher must provide the following information:

- the final percentage mark for the course
- a breakdown of all percentage marks for the course
- reasons supporting a recommendation for credit recovery

If credit recovery is recommended by administration or the Student Success team, the classroom teacher completes a Credit Recovery Profile that includes:

- units/concepts/expectations not achieved
- relevant information related to learning skills and work habits

All collaboration between classroom teacher and credit recovery teacher is voluntary and dependent on availability of time and resources.

An Educator's resource to Growing Success.

Learning Skills and Work Habits
Performance Standards and Achievement Charts
Assessment and Evaluation
Cheating and Plagiarism
Late and Missed Assignments
Frequently Asked Questions

Learning Skills and Work Habits (pp. 10-14)

- Six Learning Skills (Responsibility, Organization, Independent Work, Collaboration, Initiative, Self-Regulation) to be evaluated with N.S.G.E (p. 11)
- Evaluation of Learning Skills should not be considered in the determination of a grade unless part of a curriculum expectation
- Homework completion, participation, motivation, shall not be part of the mark, but may be commented upon as part of Learning Skills

Performance Standards and Achievement Charts (pp. 16-36)

- Examples of achievement charts are provided (p.24)
- Assessment is based on overall and specific course expectations
- Grade should be based on levels 1-4 (p. 18), in four categories: Knowledge and Understanding, Thinking, Communication, Application (p. 17)
- Every test/assignment does not necessarily need to include all four categories
- There should be a balanced approach, but not necessarily 25 per cent for each category
- Students should have numerous and varied opportunities to demonstrate the full extent of their achievement
- Assessment should be criterion referenced (student achieves learning goal), not norm referenced (comparison to others) (p. 19)

Assessment (pp. 28-29)

Teachers should:

- Plan assessment concurrently and integrate it seamlessly with instruction
- Share learning goals and success criteria with students at the outset of learning to ensure there is a common and shared understanding as learning progresses
- Gather information about student learning before (for), during (as), and at or near the end of a period of instruction (of), using a variety of assessment strategies and tools
- Use assessment to inform instruction, guide next steps, and help students monitor their progress towards achieving their learning goals
- Analyze and interpret evidence of learning
- Give and receive specific and timely descriptive feedback about student learning
- Help students to develop skills of peer and self-assessment

Evaluation (pp. 38-39)

Teachers should:

- Use their professional judgement defined as "judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning"
- Determine the specific curriculum expectations to be used to evaluate achievement of overall expectations
- Not all specific curriculum expectations need to be evaluated
- Use multiple sources of evidence of student achievement for evaluation such as, observations, conversations, and student products
- Use homework to consolidate students' knowledge/skills or to prepare them for the next class, but not as evidence of learning

Cheating and Plagiarism (p. 42)

Boards, in consultation with the Federation, must develop policies that address the prevention and detection of cheating/plagiarism and consequences for students who cheat/plagiarize.

There must be established consequences based on the following:

- grade level of the student
- maturity of the student
- number and frequency of incidents
- individual circumstances of student

Late and Missed Assignments (pp. 43-46)

Late and missed assignment policies should be developed and implemented consistently in schools.

Students are responsible for providing evidence of their learning within established timelines.

Teachers should:

- Establish deadlines and clearly communicate these deadlines to students and, where appropriate, parents/guardians
- Ensure that mark deduction will not result in a percentage mark that, in the professional judgement of the teacher, misrepresents the student's actual achievement
- Provide clear procedures for determining a percentage mark for the report card for a student who has failed to submit one or more assignments for evaluation on time or at all

Note: a list of strategies that teachers MAY use to address late or missed assignments is provided (p.43). This is not a must-do list.

If there are no Board policies for late/missed assignments, cheating/plagiarism, minimum marks (including zero), teachers must use professional judgement and establish class policies with their students prior to assigning anything that will be evaluated.

All page references come from the Growing Success policy document available at www.edu.gov.on.ca/eng/policyfunding/growSuccess.pdf



APPENDIX G – Your Duty to Report



Your Duty to Report

The *Child and Family Services Act* has a significant impact on the jobs of teachers and educational workers.

The legislation applies to all OSSTF/FEESO members. It “applies to every person who performs professional or official duties with respect to children”. Section 72 of the Act states that “members of the public, including professionals who work with children, must promptly report any suspicions that a child is or may be in need of protection” immediately.

You must report if:

- You have reasonable grounds to suspect that a child (15 years or under) has suffered physical harm caused by the caregiver(s) or as a result of improper supervision or neglect;
- A child has a ‘risk’ of suffering physical harm that might be caused by the caregiver(s) or as a result of improper supervision or neglect;
- A child has been sexually molested or exploited or might be at risk of same;
- A child requires medical treatment and is unable to consent;
- A child has suffered emotional harm, demonstrated by serious anxiety, depression, withdrawal, self-destructive or aggressive behaviour, or delayed development;
- Emotional harm results from neglect;
- There is a risk of emotional harm;
- A child has been abandoned;
- A child has killed or seriously injured another person or has damaged another person’s property and the caregiver does not seek services or treatment;
- The above acts are the result of inadequate supervision and the child is under 12 years old.

Remember that, even though the Act does state reasonable grounds to suspect, it will make it a difficult call. If in doubt, contact Provincial Office for advice.

There is not only an obligation to report but there is an ongoing duty to report. The fact that you reported once before with the same or similar concern is not enough to release you of your duty. **Your report to an administrator does not release you of your obligation to call Children’s Aid Society.**

If you fail to report and are convicted of this offence, you may be subject to a fine of \$1,000.

Failure to report may also become a matter with a professional college.

Remember the OSSTF/FEESO bylaw 5 which states that members, “on making an adverse report on another member, furnish him/her with a written statement of the report at the earliest possible time and not later than three days after making the report.” However, this bylaw also states that this requirement does not apply when an OSSTF/FEESO member files a report with a CAS that involves a colleague. Contact Provincial Office for further advice and assistance, if needed.

SC:ams/scope 343
March 3, 2010

Protecting and Enhancing Public Education
Protéger et faire avancer l'éducation publique

Ontario Secondary School Teachers' Federation
Fédération des enseignantes-enseignants
des écoles secondaires de l'Ontario
60 Mobile Drive, Toronto, Ontario M4A 2P3

TEL 416.751.8300
TEL 1.800.267.7867
FAX 416.751.3394
www.osstf.on.ca



DUE PROCESS TIPS

If you are informed that you are the subject of a child protection investigation involving a student:

DO

- Express your willingness to cooperate but let the person conducting the investigation know that you are unable to comment until contacting an OSSTF/FEESO representative.
- **Immediately** contact your OSSTF/FEESO Bargaining Unit President and/or Workplace representative. If unable to reach a local representative, contact Provincial Office.
- Inquire about your procedural rights, the process, location of the interview and possible outcomes of the child protection investigation.

DO NOT

- Do not talk to or communicate with colleagues or anyone else about the investigation. They may be placed in a position of being witnesses.
- Do not provide a written statement about an incident without consulting your Branch/Workplace, Bargaining Unit representative, District or Provincial Office contact.

The Federation provides assistance to defend members against allegations that are related to the member's professional duties or employment responsibilities.

QUESTIONS YOU HAVE A RIGHT TO ASK:

- ✓ What is the location and time of my interview?
- ✓ What are the possible outcomes of an investigation?
- ✓ Are you obligated to inform my employer regarding the outcome of the investigation?
- ✓ Where will information regarding the outcome of the investigation be kept?
- ✓ If I have concerns regarding the service I receive from a CAS, what is the process to have my concerns addressed?



Ontario Secondary School Teachers' Federation
Fédération des enseignantes-enseignants
des écoles secondaires de l'Ontario
60 Mobile Drive, Toronto, Ontario M4A 2P3


TEL 416.751.8300
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www.osstf.on.ca

This pamphlet was developed in consultation with and is endorsed by the Ontario Association of Children's Aid Societies (OACAS)

APRIL 2016



Guidelines for members
Children's Aid Societies &
OSSTF/FEESO Members



PROTECTING AND ENHANCING PUBLIC EDUCATION

REFERRALS INVOLVING OSSTF/FEESO MEMBERS

GUIDELINES FOR MEMBERS

What to do if you, in your role as a school board employee, are the subject of a Child Protection investigation.

If you are the subject of a child protection investigation, a Children's Aid Society (CAS) is required to respond under the **Child and Family Services Act**, R.S.O. 1990 (CFSO). The paramount purpose of this Act is to promote the best interests, protection and well being of children in Ontario.

The investigation will be conducted by one of forty-seven Children's Aid Societies (CASs) in Ontario. CASs are required by law to conduct investigations and take measures to protect children from abuse and neglect. Ontario's Children's Aid Societies received over 171,600 referrals and completed over 80,800 investigations in 2014-2015.

While all members of the public are responsible for the protection, care and safety of Ontario's children, OSSTF/FEESO members in our elementary and secondary schools should be familiar with their duties, rights and responsibilities associated with the CFSO, given their professional role with children.

OSSTF/FEESO members should know what to do and what to expect if they are the subject of a child protection investigation.

Phone: Your local OSSTF/FEESO district

ONTARIO CHILD WELFARE: THINGS TO KNOW

OSSTF/FEESO members, in their roles as school board employees, are considered community caregivers.

Source: Child Protection Standards in Ontario (February 2007)

DUTY TO REPORT

A person who has reasonable grounds to suspect that a child is or may be in need of protection must promptly report the suspicion and the information upon which it is based directly to a Children's Aid Society. This person has an ongoing duty to make further reports if they have additional reasonable grounds to suspect that a child is or may be in need of protection. This person must report these concerns directly to a Children's Aid Society and must not rely on anyone else to report on their behalf. (CFSO s.72)

Under the provisions of the CFSO, a professional person is defined and subject to an offence if they fail to report information related to a child in need of protection obtained in the course of their professional duties. This includes filing a child protection report involving a colleague. (CFSO s.72)

Under OSSTF/FEESO Bylaw 5.2, members are required to notify fellow OSSTF/FEESO colleagues of any adverse report. However, this bylaw also states that this requirement does not apply when an OSSTF/FEESO member files a report with a CAS that involves a colleague.

POLICE INVOLVEMENT IN CHILD PROTECTION INVESTIGATIONS

OSSTF/FEESO members should be aware that if the information received alleges that a criminal offence may have been perpetrated against a child, the local CAS must immediately inform police. CASs must work with the police according to established protocols for investigation.

Source: Child Protection Standards in Ontario (February 2007)

INVESTIGATIONS OF COMMUNITY CAREGIVERS

Child protection investigations involving OSSTF/FEESO members, in their roles in school settings, follow specific standards set out by the Ministry of Children and Youth Services.

A child protection investigation is generally completed within a maximum of two months of receipt of the referral.

At the conclusion of an investigation, you will be notified, in writing, of the outcome. One of the following dispositions will be referenced in the report:

Inconclusive: Critical information necessary for establishing the probability that abuse occurred or did not occur, cannot be obtained. (This conclusion is not used as a "default" for cases where the decision to verify or not to verify is difficult to make.)

Not Verified: A decision that, on the balance of probabilities, it is **not** "more probable than not" that the harm or risk of harm has occurred.

Verified: A decision that, on the balance of probabilities, it is more probable than not that the harm or risk of harm has occurred, currently exists, or is likely to occur.

A verification decision by a CAS must be made even if the subject of the investigation does not agree to participate in an interview.

CASs are required to place information regarding the investigation on a child protection provincial database.

CASs are required to provide the outcome of the investigation to the institution administrator, and may be required to provide this information to other parties, to ensure the protection of children.

If you have concerns with the service you receive from a CAS, you may ask the CAS for the process to have these concerns addressed.

Source: CFSO; Child Protection Standards in Ontario (February 2007)

UNION MYTH INFORMATION

DEBUNKED

MYTH #1

IF YOU ARE INVOLVED WITH THE UNION, YOU ARE EXPECTED TO VOTE NDP.

OSSTF/FEESO does not dictate how its member should vote; nor does it have an exclusive political partnership with any one party. Our Federation strives to maintain good working relations with all the major political parties in Ontario. Through our lobbying efforts, we try to keep all politicians aware of issues facing our members. We promote the importance of public education and champion ideas and practices that benefit education workers and students. OSSTF/FEESO by its very nature is a political entity, but rather than siding with a single political party, we spread our influence across the spectrum. All members are free to vote as they choose.

MYTH #2

UNIONS PROTECT INCOMPETENT WORKERS.

OSSTF/FEESO has no tolerance for incompetence or unprofessionalism. Such behaviours not only compromise the education system, but tarnish the good reputation of all education workers. Our Federation does, however, vehemently protect a member's right to a fair performance appraisal and due process. We recognize that members accused of unsatisfactory performance may have been unfairly targeted or that there may be underlying issues or conditions that need to be taken into consideration. OSSTF/FEESO protects every member's right to a fair process.

MYTH #3

ACTIVE UNION MEMBERS GET BLACKLISTED BY EMPLOYERS.

Your right to belong to and be active in a union is protected by provincial and federal laws and is guaranteed by the Canadian Charter of Rights and Freedoms. A standard clause stating that there shall be no discrimination or coercion exercised against an employee for participating in union activities is also included in most collective agreements. Furthermore, many progressive employers recognize that unions are an integral part of doing business and regularly consult union leaders on matters of employment. OSSTF/FEESO protects its members from any arbitrary actions from employers.

MYTH #4

INVOLVEMENT IN THE UNION TAKES UP TOO MUCH TIME.

It's true that some members donate generous amounts of time to their union. There are opportunities to participate on councils and committees, join meetings and help out with projects. However, there are many also many Federation opportunities which will take up little or no time: distribution of newsletters, attending a workplace meeting, discussing Federation issues and initiatives with colleagues and voting in local elections. Being involved in OSSTF/FEESO means contributing as much time (or as little) as you wish.

MYTH #5

EDUCATION UNIONS BENEFIT WORKERS, BUT ARE BAD FOR EDUCATION.

Our Federation is an important stakeholder in Ontario's public education system. Our most recent educational initiative was titled the "Students First Plan" and its aim was to provide students with the best possible learning environments and conditions. An entire floor of our Provincial Office is dedicated to Educational Services. We provide cutting edge professional development to education workers and we produce current, socially-relevant curriculum. We initiated the first comprehensive research project on bullying in North America. Clearly, we are invested in the health and strength of the education system and the well-being of students. We do, however, acknowledge that the working conditions of our members are intrinsically entwined with the learning conditions of students and when we advocate for one, for advocate for both. OSSTF/FEESO is committed to protecting and enhancing public education.

DEBUNKED

MYTH #6 UNIONS ADD TO THE STRESS OF A WORKPLACE.

There is no doubt that working in the field of education can be stressful, but the image of a union presence as a disruptive force in the workplace is unfounded and outdated. OSSTF/FEESO prides itself on the working relationships it endeavours to develop with employers. While we hold strong and sometimes differing positions than employers, we attempt to solve these differences with a minimum of impact on teaching and learning. When stress originates from conflict between members, our Mediation Resource Services Bank provides mediators to help bring peace. Rather than being a source of stress in the workplace, OSSTF/FEESO works to address such problems.

MYTH #7 UNIONS ARE ONLY ABOUT GOING ON STRIKE.

OSSTF/FEESO members have participated in many notable provincial actions including: the 1973 protest to protect our right to strike, the 1989 protest to protect pensions, and the 1997 protest against Mike Harris' Bill 160. Historically, local bargaining units have resorted to strikes as a last resort when negotiations fail. However, the vast number of collective agreements are reached with no need for any type of job action. Over the 2008/2009 school year, OSSTF/FEESO settled 132 collective agreements without a single work disruption. Our members are committed to their jobs and the students they teach and support, but they also realize that the important work they do must be protected. The decision to resort to a strike is never taken lightly.

MYTH #8 I PAY MY DUES TO THE UNION BUT GET NOTHING IN RETURN.

Members of OSSTF/FEESO pay one of the lowest dues rate in Canada: 1.3%. What do you get in return? Just some of the benefits and services that our Federation offers its members include: contract and salary negotiation, the handling of labour grievances and arbitrations, pay equity, pension advice, health and safety training, healthcare benefits, long-term disability, curriculum advice and lessons, educational resources, legal advice, professional development, political lobbying, international assistance, awards and scholarships, mediation, and the promotion and protection of public education. OSSTF/FEESO provides its members a broad range services to ensure that their jobs are secure and protected.

MYTH #9 THE UNION IS JUST A BUNCH OF COMPLAINERS.

It's true that union members complain . . . they complain when they witness: unfair labour practices, members being treated unfairly or arbitrarily, when a mutually agreed upon contract is broken, when health and safety regulations are ignored, when the work of education workers is undervalued, and when the tenets of public education are threatened. We don't just complain, though; we are a proactive organization. We challenge employers who do not respect the work or contracts of workers. We lobby the government on issues of education and worker's rights. We not only ensure that health and safety rules are being adhered to, we provide input on the writing of such legislature. OSSTF/FEESO acts on behalf of its members.

MYTH #10 UNIONS WERE ONCE NEEDED BUT NOW THEY ARE OBSOLETE.

Anti-union sentiment in North America is at an all-time high. One strategy used by businesses that don't want to deal with unions is to acknowledge that they were needed during the industrial age, but have no place in a modern economy. They cite today's absence of industrial age conditions such as: low wages, poor benefits, no job security, and employer greed. If only such conditions were a thing of the past. Unions continue to fight for the rights of workers and have extended their mandate. Not satisfied with having helped established, among other things: the weekend, eight-hour work days, public education, universal healthcare, public pensions, and the minimum wage, unions now also champion many social movements and causes that benefit everyone. Unions remain relevant and valuable in today's society.

APPENDIX J – The ABCs of Survival – the first weeks in the classroom

THE ABCS OF SURVIVAL *the first weeks in the classroom*



Attendance

Learn school procedures and establish expectations early.



Be prepared

Have extra assignments ready for unforeseen circumstances.



Courses of study

Get these in advance. Check often with others teaching the same courses and with your department head.



Discipline

Be realistic, reasonable and consistent.



Expectations

Tell your students right away what you expect—re marks, notebooks, etc.



Flexibility

Schedules may be altered occasionally for assemblies, drills, etc.



Games students play

Be prepared for students to try to “get” the rookie.



Handbook

Read the staff handbook before September 1. Use a student handbook as a calendar.



Illness

Learn the attendance procedure to use when you get sick.



Journal

Keep a journal of reflective practices.



Keep track

Use colour-coded folders for each class—marking, attendance and handbook.



Literary skills

All teachers teach literacy skills.



Mentor

Choose a person you can trust to help you and build your confidence.



Names

Use a seating plan right away; students respect teachers who learn their names quickly.



OSSTF/FEESO

Your OSSTF/FEESO rep (branch president) is there to help you; don't hesitate to ask.



Procedures

Know the back-to-school procedures so your first week goes smoothly.



Questions

Don't be afraid to ask—we were all beginners once.



Relax

Build in time for family, friends, leisure and exercise.



Sense of humour

Don't leave home without it.



Tour the school

Learn the layout before school starts.



Unwritten rules exist

Find out what they are for your school.



Visual aids

Find out where equipment is kept and who is in charge.



Who's who in the school?

Get to know the very helpful support staff.



Xerox

The photocopier is a useful tool. Learn where it is and how to use it.



Your collective agreement

Get a copy and read it.



Zeal

Enthusiasm is contagious!