



Collective Agreement News

Volume 14

Issue 3

June 2013

Editor: Dave Peters CAO

Grand Erie Elementary Teachers Federation

Special points of interest:

- **MOU Summary**
- **Wind-up Payment Information**
- **Bargaining News**
- **Summer Pay Schedule**

Your Collective Agreement outlines the terms of your employment with the Grand Erie District School Board. Please contact me immediately if you have any questions/concerns regarding any aspect of the Agreement (CA).

Summer pay dates:

- July 4th
- July 18th
- August 1st
- August 15th

First Pay for 2013 - 2014

- August 29th

The MOU from a Local Perspective

As many of you are aware, on June 12, 2013, ETFO reached a Memorandum of Understanding with the government. ETFO members voted 91% in favour of the understanding after a province-wide, all-member vote. Now the work begins for locals to implement this understanding and append it to local agreements. Outlined below are some elements of the MOU. Hopefully, the following will give some measure of clarity from a Grand Erie perspective. (For a more fulsome understanding of the MOU, the MOU is available on the controlyourfuture.ca website, as well as a summary and FAQs on the ETFO website. Of course, you are always welcome to contact our office if you have questions!)

- **2% Salary Penalty** — Effective September 1, 2014, the 2% salary penalty will be eliminated. Salary grid will be adjusted to reflect what they would have been had there been no penalty in 2008 (result will be an increase on the grid of approximately 2.55% due to the compound effect)
 - **Sick Leave and Short Term Leave and Disability Plan (STLDP)** - current plan will continue to be in place;
 - 11 sick days at 100% salary
 - 120 days short term sick leave at 90% salary
 - unused sick days may be carried over to next year only for the purpose of topping up short term sick leave to 100% salary
 - No 3rd party adjudication and no 66.67% salary adjustment
 - **Maternity Benefits** — since our benefits are superior to those in the MOU, our benefits will apply
 - **Voluntary Unpaid Leave of Absence Program (VLAP days)**
 - Member will be able to take up to 5 VLAP days
 - The only restrictions will be first week of school, student assessment periods, and parent reporting days, but requests are subject to reasonable system and school requirements, and OT staff availability
 - Teachers shall be required to provide appropriate work for regular teaching and assessment responsibilities, including report card prep
 - salary deductions will be equalized over the year if requests for VLAP days are made, in writing, by September 15, 2013
 - VLAP days will be reported as approved leaves for pension purposes
 - Net savings will be applied to Offsetting Measures (see next page)
- * Procedures for requests and administration for VLAP days will be communicated to all members once determined.**



Contact Info:

GEETF
 49 Dalkeith Dr., Units 1 & 2
 Brantford, ON
 N3P 1M1
 Tel: 519-753-9291
 1-888-753-9291
 Fax: 519-753-1970
 Email:
 Dave: dpeters@gefed.on.ca
 Donna: pres@gefed.on.ca
 Maggie: mbailey@gefed.on.ca

We can also be contacted through FirstClass, or Outlook in the fall of 2013.



The Office: Maggie, Donna, and Dave

(MOU Continued)

- **Unpaid Days and Offsetting Measures**
 - no unpaid day on October 11, 2013 (now a PA day)
 - Mandatory unpaid day on Friday, December 20, 2013
- **Offsetting Measures** — these will offset the cost for the Board to avoid the March 7, 2014 unpaid day (I know, I know, some people are not upset to have this day unpaid. Read on!)
 - VLAP days
 - Savings in delivery of October PD day
 - Possible mid-year Early Retirement Incentive Plan (ERIP)
 - \$5000 payment to any teacher who retires between the end of November, 2013 and January 31, 2014
 - minimum 2 week notice required
 - Board has discretion to offer ERIP, but there are incentives for them to do so. In addition, in the MOU, it states that should the Board choose to NOT offer the ERIP, and they don't reach cost saving goals to offset the unpaid day in March, "the members of the teaching bargaining unit shall not be required to take an unpaid day on March 7, 2014."
- **It would appear therefore, that March 7, 2014 will likely become a paid day, for PD purposes. We have inquired about this day, knowing some members want to make arrangements. We are attempting to get clarification as soon as possible, and will inform members as soon as we get a definitive answer.**
- **Attendance Recognition** — Each member who uses fewer than 6 sick days in 2013-2014 will receive the equivalent of a full day's pay, to be paid at the end of the school year.
- **Regulation 274 — Hiring Practices**
 - Continuing discussions with a view to establishing hiring practices and implementation procedures that will be fair to occasional teachers. It is our goal to develop an agreement that will protect contract teachers' rights that they had prior to Reg. 274.
- **Provincial LTD Plan** — Mandatory for all members, to commence September 1, 2013. Design, terms and conditions to be determined by ETFO. Plan will to be administered by OTIP.
- **Workload Study and Health & Safety Task Force**
 - both to be established with the mandate to make recommendations by December 31, 2013
 - * NO NEW PROVINCIAL INITIATIVES DURING REVIEW WITH OUT CONSULTATION WITH ETFO



Gratuity Wind-up Payment

As part of the MOU, ETFO was able to improve upon the formula used to calculate the Gratuity Wind-up payment for those members who did not meet the eligibility requirements for gratuity in the collective agreement.

The formula for the Wind-up payments in the MOU is;

$$\frac{X}{30} \times \frac{Y}{200} \times \frac{Z}{4}$$

X = years of service*

Y = accumulated sick days*

Z = annual salary*

* - all as of August 31, 2012

The formula in the imposed contract had a salary factor of 0.1 as opposed to the factor of 0.25 above. Although it is not the gratuity that the government stole from these members, the improved formula does mitigate some of the damage.

Due to the length of time it took to reach an understanding, followed by the need to have ETFO members approve the deal, the GEDSB could not release the letters until this week, which they did. All members will have received their letters by Friday, June 28, 2013. **It is important that members check these letters for accuracy. If there is a problem with the letter, you will want to contact HR by Friday, July 5, 2013.** The contacts are listed below. If you have issues, you are welcome to contact our office for assistance, but know that we will likely be calling the same people for clarification.

After Friday, July 5th, payroll will receive and enter the information in order that the payments will appear on the July 18th pay. If you need to contact HR, you can contact the following people;

- A - M last name - Laura Crawford at ext. 281129
 - N - Z last name - Cynthia Townson at ext. 281141
- Or
- HR Co-ordinator, Elementary - Diane Hall at ext. 281127



Local Bargaining

The MOU provides for a period of local bargaining to commence as soon as possible and to have an end date of August 29, 2013. The items previously discussed shall be appended to the current collective agreement. Local issues to be negotiated cannot be inconsistent with the terms contained in the MOU or any associated regulations or legislations. Bargaining is to take place on 3 - 6 full days prior to the end date. As you might imagine, this may pose some difficulties trying to arrange for all involved to be available through the summer. We have been able to set July 2nd for our first bargaining date, with the rest to be mutually agreed upon.

Both the Board and GEETF are required to disclose local issues for consideration prior to the first bargaining session. To this end, the Collective Bargaining Committee met yesterday to identify items from the fall bargaining priorities to present to the Board. We assume the Board will do the same.

We are not sure what this round of bargaining will look like. That being said, we were able to establish some common interests with the Board through the year, and are guardedly optimistic that there are items that we can deal with locally that will be of benefit to our members. You will be informed upon return in September what we were able to accomplish. In the meantime, know that your Takeover Team (Donna, Nancy D'Aurora, Shawn Martin, Geri Turkoski, our ETFO Staff contact Carolyn Walker, and myself) will be making every effort to improving conditions for GEETF members!

And finally.....

Wow!! Where did the year go? And what a year it was!!

I want take the opportunity to wish everyone a happy, healthy, restful summer. Thank-you to each and every member for their commitment and professionalism in the face of great adversity this year. Throughout the challenges we faced, I was continually reminded of the quality of individuals that make up the GEETF, and was again humbled to be able be associated with such a fine group of people. As I have said many times, I am proud to be a teacher!!