

APPENDIX A: TBU AGM 2021 Minutes

**DISTRICT 26
Teachers' Bargaining Unit
ANNUAL GENERAL MEETING
Wednesday, May 5, 2021
ZOOM Meeting
4:30 PM**

AGENDA

1. Call to Order
2. Welcome
3. Anti-Harassment Statement

A member of OSSTF/FEESO has the right to a workplace and union environment free from harassment and bullying. Harassment and discrimination are not joking matters. They have a destructive effect on the workplace environment, individual well-being, and union solidarity. Such actions are always unacceptable. As members of OSSTF/FEESO, our goal must be to protect human rights, to promote mutual respect and trust, and to foster inclusion.

OSSTF/FEESO is committed to strengthening member solidarity and takes seriously its own responsibility to ensure that members are treated with respect and dignity at all provincially sponsored OSSTF/FEESO events and meetings. Any member who feels targeted by harassment or discrimination must be able to speak up and know their concerns will be responded to immediately in accordance with District 26 Anti-Harassment Complaints and Resolution Policy and Procedure.

The designated Anti-Harassment Officer for OSSTF, District 26, 2019-2021 is Tanya Crosbie, cell phone 613-802-9818.

4. Land Acknowledgement

The Ontario Secondary School Teachers' Federation acknowledges and thanks the Haudenosaunee and Anishinabek people of this territory and other Indigenous Peoples residing on this land and sharing their ways so that we may come together in a good way. Beyond a land acknowledgement, we encourage all non-Indigenous peoples on these lands learn the treaties & stories and support the struggles of the Peoples whose lands we are on.

For example, spirituality is a central part of the lives of the Haudenosaunee people but parallel to this is a respect for other religions. Unlike many religions which promote the recruitment of new followers, the Haudenosaunee have never tried to force their beliefs on anyone and allow for their own people to follow their own beliefs without criticism. The Great Law of Peace itself was built into its freedom of religion which is respected by all its followers.

5. Approval of Agenda [RES – PROCEDURE 2021-01]
6. Approval of Appendix A – TBU AGM October 21, 2020 Minutes [RES – PROCEDURE 2021-02]
7. Business Arising from the Minutes of October 21, 2020 Teachers' Bargaining Unit AGM

8. Teachers' Bargaining Unit Executive 2021-22

8.1 Presentation of Acclaimed Candidates for TBU Executive

8.2 Presentation of Executive positions to be filled in the new Federation year

9. New Business

9.1 Branch Steward Award

9.2 Honorary Membership Presentation

9.3 Constitutional Amendments & Other Resolutions

5:45 PM 9.4 Report of the Treasurer and Presentation of the 2021-22 Budget [RES – BUDGET 2021-02]

9.5 Presentation of Gifts for Branch Stewards

10. Report of Provincial Executive – *Dave Warda*

11. Reports of the Officers (Written Reports – Questions Only):

11.1 President

11.2 Chief Negotiator/Contract Maintenance Officer

11.3 Grievance Officer

6:00 PM 12. Adjournment

DISTRICT 26
Teachers' Bargaining Unit
ANNUAL GENERAL MEETING
Virtual Meeting via ZOOM
Wednesday, May 5, 2021
4:30 PM
WORKING MINUTES

1. **CALL TO ORDER**

2. **WELCOME**

3. **ANTI-HARASSMENT STATEMENT**

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5. **APPROVAL OF AGENDA [RES – PROCEDURE 2021-01]**

BIRT the agenda be approved.

Divina Hogan

Moved by: Alison Dennis

Seconded by:

PROCEDURE – 2021-01

CARRIED

6. **APPROVAL OF APPENDIX A: MINUTES OF OCTOBER 21, 2020 TEACHERS' BARGAINING UNIT AGM [RES – PROCEDURE 2021-02]**

See Appendix A

BIRT the minutes of October 21, 2020 be approved.

Mary Ryan

Moved by: Adrienne McEwen

Seconded by:

PROCEDURE – 2021-02

CARRIED

7. **BUSINESS ARISING FROM THE MINUTES OF OCTOBER 21, 2020 TEACHERS' BARGAINING UNIT AGM**

8. **TEACHERS' BARGAINING UNIT EXECUTIVE 2021-22**

8.1 Presentation of Acclaimed Candidates for TBU Executive

"As per Bylaw 4.4.11 of the Teacher Bargaining Unit Constitution, as Chair, I declare the following nominees elected by acclamation":

Teacher Bargaining Unit	
President	Adrienne McEwen
Vice President (2 positions)	Alison Dennis Crystal Watson
Secretary	Jeannie Wallace
Treasurer	Erin Thibodeau
Chief Negotiator/Contract Maintenance Officer	Elpis Law
Grievance Officer	Elpis Law

8.2 Presentation of Executive positions to be filled in the new Federation year

"As per Bylaw 15.2.1 of Teacher Bargaining Unit Constitution, as Chair, I declare, the Chair of Collective Bargaining shall be elected from among the members of the Collective Bargaining Committee at the first meeting of the Committee in the next Federation year."

TBU CBC Chair: to be determined

"As per Bylaw 19.4.11 of Teacher Bargaining Unit Constitution, as Chair, I declare, The Bargaining Unit Council shall elect, at its first council meeting of each Federation year, the Bargaining Unit Council representative who will be a member of the Bargaining Unit Executive and who will perform duties as assigned by the Bargaining Unit Executive."

TBU Council Chair: to be determined

9. NEW BUSINESS

9.1 Branch Steward Award

For Outstanding Representation at the Branch Level the recipient for 2020-2021 is Jason Henderson.

9.2 Honorary Membership Presentation

Honorary Memberships presented by Danny Thomas, former TBU President, to Christine Must and Mike Moore.

9.3 Constitutional Amendments & Other Resolutions

"Constitution Article 14: Amendments to Articles and Bylaws

14.1 Articles of the Constitution may be established, amended or rescinded at the Bargaining Unit Annual General Meeting by a three-quarters vote of those members present, eligible to vote and voting.

14.2 Bylaws may be established, amended or rescinded at the Bargaining Unit Annual General Meeting by a two-thirds vote of those members present, eligible to vote and voting."

BIRT a new budget line "TBU Executives' Union Work" be established with an allocation of \$1,750 to allow members of TBU executive, not currently on union full- or part-time release and not covered by other budget lines, to receive one paid union time-release day per federation year.

Rationale: *As a union, we continue to struggle with member engagement and engaging our members to take on leadership roles to do the very necessary work of our union on behalf of all members. The pandemic has highlighted the need for volunteers in many organizations but also highlighted for many people the value of time, to reassess how they spend their time and with whom. To entice members to step up to these roles and show appreciation for the countless hours that they put into these positions, we wish to grant them one paid day off over the federation year.*

Moved by: Crystal Watson

Seconded by: Tanya Crosbie

BUDGET-2021-01

CARRIED

COST: \$1,750

BIRT that TBU AGM direct the TBU executive to engage in discussions with the OTBU on constitutionally integrating the bargaining units. An interim report shall be provided to the TBU membership by APRIL 1, 2022. If the OTBU agrees to integrate bargaining units, final resolutions for constitutional amendments and any interim agreement shall be presented to the TBU AGM in MAY 2022 for consideration.

Moved by: Jennifer Fox

Seconded by: Maressa Durocher

MAC-2021-01

CARRIED

BIRT Article 8.1 be amended with a new subsection to read "8.1.5 a School/Parent Council Representative."

Article 8: Branch Organization

8.1 There shall be a Representative Council of the Bargaining Unit in each Branch. The Representative Council shall be comprised of:

- 8.1.1 a Branch Steward,
- 8.1.2 a Branch Vice-Steward,
- 8.1.3 two Collective Bargaining Representatives,
- 8.1.4 a Branch Health and Safety Officer,
- 8.1.5 a School/Parent Council Representative.**

RATIONALE: *It is imperative for the future of our public education system that we as a union take all steps we can to defend it and help parents to fight for quality education for their students. As the Ford Conservative Government continues to speed ahead with the privatization of the education system, we need to provide the voice of knowledge and reason to parent communities and help guide them in how they can push back on the government and school boards. By defining an OSSTF representative on each parent/school council throughout Upper Canada, the representative can serve as a conduit between parents and OSSTF to share factual information and support mutual initiatives. This position is not adversarial in nature, but a role providing parental support, and we hope this representative develops a solid rapport with parents on the council. In addition, this role can be another way to engage members in the work of OSSTF.*

FROM: School Councils: A Guide For Members, Ontario Ministry of Education, 2001

"School staff representatives. Any teacher in the school is eligible to seek election for the one teacher position on the school council. He or she is to be elected by other teachers in the school. The teacher position cannot be filled by a principal or vice principal." (Page 3.3).

School Staff Representatives (one each from the teaching and non-teaching staff)

School staff representatives are voting members who:

- contribute to the discussions of the school council;
- solicit views from their staff groups to share with the school council;
- may participate on any committees established by the school council;
- communicate information back to their staff groups;
- observe the council's code of ethics and established bylaws.

(Page 5.7)

***ENDORSED BY TBU EXEC

Moved by: Tanya Crosbie

Seconded by: Divina Hogan

CONSTITUTION-2021-01

CARRIED

BIRT Bylaw 4.1 and Bylaw 4.2 be amended by the following:

- Bylaw 4.1 with the deletion of "in each year" and substituted with "bienniel, on even years"
- Bylaw 4.2 with the deletion of "one" and substituted with "two"

4.1 The following shall be elected prior to May 15th ~~in each year~~ **biennial, on even years**, and shall assume office at the beginning of the next Federation Year (July 1): (A.14)

4.2 The Term of Office for all positions shall be ~~one~~ **two** years.

***ENDORSED BY TBU EXEC

Moved by: Alison Dennis

Seconded by: Chantal Séguin

BYLAW-2021-01

DEFEATED

BIRT Bylaw 8.1 be amended by a new subsection to read "8.1.5 act as Constitution and Policies/Procedures Officer for the Bargaining Unit."

Bylaw 8: Duties of the Bargaining Unit Vice President (A.14)

8.1 Each Vice President shall:

8.1.1 as determined by the Bargaining Unit Executive, assume the duties of the Bargaining Unit President in their absence;

8.1.2 assist the Bargaining Unit President in carrying out their duties;

8.1.3 perform duties as assigned by the Bargaining Unit Executive;

8.1.4 be a member of the Bargaining Unit Council.

8.1.5 act as Constitution and Policies/Procedures Officer for the Bargaining Unit.

***ENDORSED BY TBU EXEC

Moved by: Alison Dennis

Seconded by: Chantal Séguin

BYLAW-2021-02

CARRIED

BIRT Bylaw 4.5 be amended by the following:

- substitution to read "4.5.1 The Branch Steward and the Branch Health and Safety Officer shall be elected prior to June 30th in each school year and shall assume office at the beginning of the next Federation year (July 1st)"
- substitution to read "4.5.2 The following shall be elected prior to the tenth day of each school year and shall assume office as the Branch Representative Council until June 30th in that school year:"
- **deletion of "4.5.2.3 the Branch Health and Safety Officer" and substitution of "4.5.2.3 School/Parent Council Representative."**
- substitution of "May 30th" in 4.5.3.1 with "the end of the second day"
- addition of "school" in 4.5.3.1.

By-Law 4: Bargaining Unit Elections

4.5 Elections within each Branch

~~4.5.1 The following shall be elected prior to June 15th in each year and shall assume office as the Branch Representative Council at the beginning of the next Federation Year (July 1):~~

4.5.1 The Branch Steward and the Branch Health and Safety Officer shall be elected prior to June 30th in each school year and shall assume office at the beginning of the next Federation year (July 1st).

~~4.5.2 the Branch Steward,~~

4.5.2 The following shall be elected prior to the tenth day of each school year and shall assume office as the Branch Representative Council until June 30th in that school year:

4.5.2.1 the Branch Vice- Steward,

4.5.2.2 two Collective Bargaining Representatives,

~~4.5.2.3 the Branch Health and Safety Officer.~~

4.5.2.3 School/Parent Council Representative.

4.5.3 The Branch Election Process

4.5.3.1 The Branch Steward shall, prior to ~~May 30th~~ **the end of the second day** in each **school** year, invite nominations to all positions, and distribute nomination forms within the work site(s).

4.5.3.2 Election shall be by plurality vote by secret ballot, by those eligible to vote and voting, in the work site(s) by June 14th in each year. (A.18)

4.5.3.3 A Chief Returning Officer, who is not a candidate for any Branch position, shall be appointed by the Representative Council to oversee the election process.

4.5.3.4 In the event that only one name is put up for a position the Branch Steward shall declare that nominee elected by acclamation.

4.5.3.5 The Branch Steward shall notify the Bargaining Unit Executive of the results of these elections within three working days of the election.

4.5.4 Representative Council Vacancies

4.5.4.1 In the event that positions on the Branch Representative Council remain or become vacant the Bargaining Unit Executive shall solicit further nominations and appoint to vacant positions.

4.5.4.2 This process shall not begin until after June 15th in each year.

Moved by: Elpis Law

Seconded by: Chantal Séguin

BYLAW-2021-03

CARRIED

AMENDMENT

4.5.2.3. the parent/school council representative

CARRIED

MOVED BY RICHARD SCHARF SECONDED BY: DIVINA HOGAN

BIRT Bylaw 25 be amended by the following:

- **BIRT in first bullet (referencing Bylaw 25.4), the words, "\$6000 at the established district mileage rate" be replaced by, "the lesser of \$5625 or $(x - 2ny)(z)$, where x is the total mileage the applicant has travelled from home to office or office to home (that has not been claimed under any other budget line); n is the number of school days; y is the distance of the applicant's home from their home school; and z is the current District 26 mileage rate. If the calculation gives a negative value, the cap shall be treated as a value of 0."**
- **BIRT that bylaw 2021-04 be amended by insertion of a section to 25.X to read, "The TBU Executive shall review these mileage claims as part of each Treasurer's Report to verify the expenses and monitor their usefulness in making release positions more accessible to those living further from the District office than their home school."**
- **BIRT that bylaw 2021-04 be amended by insertion of a section to 25.X.Y to read "In the event that TBU Executive has concerns with these mileage claims, the Treasurer and Office Manager shall inquire with the person in question, and make necessary amendments (including deducting overages in payment from future expense claims, if applicable)."**
- **A new subsection be added as Bylaw 25.4.1 to read "Mileage claims must be submitted and reimbursed as part of monthly expenses."**
- **Bylaw 25.5, 25.6, 25.7 be deleted.**

Bylaw 25: Mileage and Expenses

25.1 The Bargaining Unit shall reimburse members for expenses incurred in carrying out their Federation responsibilities in accordance with the Provincial OSSTF Expense Guidelines from the Bargaining Unit budget.

25.2 Notwithstanding Bylaw 25.1, the Bargaining Unit shall reimburse for mileage at a rate established by the Bargaining Unit Executive and ratified by the Bargaining Unit Council.

25.3 A member on full time release may claim mileage for travel from the office on Federation business.

~~25.4 No member on full time release may claim mileage for travel between home and the District Office on regular work days.~~

25.4 A member on full time release may claim mileage for travel from home school to the office minus their mileage from home-to-home school to a maximum of the lesser of \$5625 or $(x - 2ny)(z)$, where x is the total mileage the applicant has travelled from home to office or office to home (that has not been claimed under any other budget line); n is the number of school days; y is the distance of the applicant's home from their home school; and z is the current District 26 mileage rate. If the calculation gives a negative value, the cap shall be treated as a value of 0."

25.4.1 Mileage claims must be submitted and reimbursed as part of monthly expenses.

~~25.5 Notwithstanding 25.4, any member on full time release may appeal in writing to the Bargaining Unit Executive for an annual travel expense allowance, not to exceed \$5625.00 if they feels it is appropriate. (A.14)~~

~~25.6 The Bargaining Unit Executive will make a decision on any such requests received and respond in writing within five work days of the meeting at which the request was considered.~~

~~25.7 The Bargaining Unit Executive has the sole discretion for approving or denying any such requests for Bargaining Unit funds.~~

25.8 Expenditures for mileage and expenses for Bargaining Unit business must be funded from the Bargaining Unit Budget Allocations.

25.X **"The TBU Executive shall review these mileage claims as part of each Treasurer's Report to verify the expenses and monitor their usefulness in making release positions more accessible to those living further from the District office than their home school."**

25.X.Y **In the event that TBU Executive has concerns with these mileage claims, the Treasurer and Office Manager shall inquire with the person in question, and make necessary amendments (including deducting overages in payment from future expense claims, if applicable)."**

***ENDORSED BY TBU EXEC

Moved by: Alison Dennis

Seconded by: Chantal Seguin

BYLAW-2021-04

CARRIED

AMENDMENT - 1

MOVED BY: RICHARD SCARF

SECONDED BY: DEL JONES

CARRIED

AMENDMENT - 2

MOVED BY LISA ELMINOWSKI

SECONDED BY: BRANDON COLEMAN

CARRIED

5:45 PM 9.4 Report of the Treasurer and Presentation of the 2021-22 Budget [RES – BUDGET 2021-02]

TBU EXPENSES	ACCOUNT NAME	2020-2021 BUDGET	2020-2021		2021-2022 BUDGET
			ACTUALS	FORECAST	
5610	TBU Meals (Board, PO & TBU Meetings)	2,000	145	400	1,000
5615	TBU Exec Conference Calls				-
5620	TBU Travel (Board, PO & TBU Meetings)	5,500	566	700	3,500
5625	TBU Branch Rep Training	3,300		-	3,300
5630	TBU Council	4,000	190	2,000	3,000
5635	TBU Pres/Ch. Neg. Commute bylaw	11,250		-	11,250
5640	TBU Misc. expenses		50	50	-
5645	TBU Branch Steward Release Time	5,500		1,032	11,000
5650	TBU Pres. salary/benefits	68,943	31,385	68,943	71,256
5320	TBU Chief Neg. salary/benefits	68,943	31,385	68,943	71,256
5321	TBU Grievances	1,000		-	1,000
5323	TBU CBC Meetings	4,000	194	1,000	2,500
5324	TBU Negotiations	7,500	669	2,000	5,000
	TBU Exec Union Work				1750
SUB-TOTAL TBU EXPENSES		181,936	64,585	145,068	184,062

BIRT the Teacher's Bargaining Unit Budget for 2021-2022 be approved.

Moved by: Adrienne McEwen

Seconded by: Elpis Law

BUDGET-2021-02

CARRIED

9.5 Presentation of Gifts for Branch Stewards

Divina Hogan	Almonte DHS	Chris Harrison	Rockland DHS
Pamela Craig	Athens DHS	Richard Scharf	Russell High School
Jay Wright	Brockville CI	Jason Marshall	St. Lawrence SS
Mike Lief	Carleton Place HS	Pamela Linklater	Seaway DHS
Sean O'Farrell	Char Lan DHS	Chantal Seguin	Smiths Falls DCI
Gilles Lepage	Cornwall C&VS	Ian Ross	South Grenville DHS
Sean O'Donnell	Gananoque SS	John Grayson Marc Mainville	Tagwi SS
Sylvie Tremblay	Glengarry DHS	Kurt Fernetich	Thousand Island SS
Mike Moore Scott Reaney	North Dundas DHS	Dan Tremblay	Vankleek Hill CI
Jason Henderson	North Grenville DHS	Kathryn Goodwin	TR Leger School East
Christy McCreary	Rideau DHS	Christine Must Jenna Meppelder	TR Leger School West
		Kafui Kumahor	Virtual School

10. **REPORT OF PROVINCIAL EXECUTIVE – DAVE WARDA**

11. **REPORTS OF THE OFFICERS (WRITTEN REPORTS – QUESTIONS ONLY)**

11.1 TBU President Report – Adrienne McEwen – *Page 10*

11.2 TBU Chief Negotiator/Contract Maintenance Officer Report – Elpis Law – *Page 12*

11.3 Grievance Officer Report – Elpis Law – *Page 13*

6:00 PM 12. **ADJOURNMENT**

11.1 TBU President Report – Adrienne McEwen

2020-2021 TBU Executive

Without a doubt, I believe that this year's TBU Executive has worked harder than any TBU executive in the history of this District. Heavy discussions around negotiations, issues of remote learning, health and safety, mental health of members, and overall morale dominated an extensive number of executive meetings. I wish to personally thank each member of this executive.

Thank you to **Tanya Crosbie** for her passion in addressing the needs of TBU members with accommodations and her unwavering fight for the health and safety of our members.

Alison Dennis' participation on our local negotiations team made sure that the voice of small schools was heard, and that v-learning was stopped dead in its tracks.

Jennifer Gilbert's assistance with understanding crises that stewards are facing at schools gave us a harsh look at the realities of teaching during this pandemic.

Elpis Law's commitment to negotiating our collective agreement and enforcing our collective agreement ensured that the board's ability to implement changes was reduced and the board is now facing multiple grievances due to Elpis' commitment to following up and pushing for accountability.

Chantal Seguin was vital in providing a large school perspective to our committee and assisted us with resolving prep coverage issues and addressing inequities in the workplace.

Pamela Linklater's strong voice during this challenging time was very much appreciated, as it gave the executive pause to think about the impact of the workload on teachers' morale and encouraged us to continue our fight to support members.

Crystal Watson was not only a District President, but also a strong voice for TBU in both negotiations and in our executive body. She fought hard for recognition of mental health issues with our members and provided insight not only for us to use at the negotiating table, but in our conversations with senior management and trustees.

Jeannie Wallace kept us on track and allowed us to record minutes of our many meetings. This was critical in helping us track the progression of issues and for us in the office to create action items to address.

Kris Ross' attention to our budget this year was important as we underspent based on previous years. In addition, her previous voice on SRC lent a historic lens to our discussions and established a sense of past practice and values going forward.

On behalf of the membership, I thank you for all the time you dedicated to TBU, as we realize that the time spent with us took away from spending time with your families.

TBU Council / CBC

I wish to recognize the efforts of our Stewards and CBC representatives this year. Coming off a very demanding year of strike action and pandemic response, stewards and CBC reps attended additional meetings voluntarily on their own time – these meetings focused on negotiations, immediate responses to issues in schools due to pandemic-changing work conditions, surveys of member morale and workload conditions, double the in-school staffing meetings, and much more. Their work is often behind the scenes and involves a lot of conflict resolution, which can be tiring in the best of times. On behalf of the membership – thank you for all that you do to enable each voice to be heard.

Meetings with UCDSB

There were many meetings with the Board - too many to mention. The focus of these meetings included: teaching and learning from home, staffing, inequities, resources, teacher morale, human resources, negotiations, privacy concerns, SST, school structure and timing, class caps, and much more. We met with the board for many *consultations*, but I feel like most of these consultations did not provide us the ability to make change to benefit members. For many things, the board made plans and presented us with these plans in final format. We were often left in reactive situations and as a result, a record number of grievances have been filed on your behalf.

School Visits

In the fall, we tried as best we could to get out to schools. Due to health unit restrictions, this was not possible in April. In efforts to connect more with the membership, we held town hall virtual meetings which gave us a pulse of what was happening on a larger scale in the district. Our goal is to visit schools in person in May or June should health restrictions be lifted.

11.2 TBU Chief Negotiator/Contract Maintenance Officer Report – Elpis Law

Contract Maintenance Issues:

- Pay Issue – Part Time Teachers – In Grievance
- Staffing Issues for the 2020-2021 School Year
- TR Leger Concerns
- Grad Coaches – Job Requirements and Roles
- Flex Hub Rooms – Improper Use of Room
- Post-Spring Posting Error (2020) – Change of Qualifications
- Absences for 5-period day and District Wide Timetable
- SST, LNR, and Learning Commons Arbitration
- 2020 – 2021 School Year: Synchronous Learning and all that it entails

Current Staffing Update:

- Recall: 7.83 FTE (16 people)
- SLOA: 10.17 FTE (25 people)
- New Hires: 6.83 FTE (19 people)

Collective Agreement Updates:

- Ratification by OSSTF. Vote of 95.9% in favour of the Collective Agreement for 2019-2022.
- Ratification by the Board. Will occur on April 28, 2021. Updates to follow.
- Expected payout of any outstanding issues will be by May 28, 2021.

Spring Staffing:

- Recall by Friday, April 30, 2021
- Surplus by end of day Tuesday, May 4th (old CA) or by end of Friday, May 7th (new CA)
- Placement Meeting #1 expected on May 11, 2021, other times to follow.

11.3 Grievance Officer Report – Elpis Law

□ **Staffing Grievances: In progress, Award for some issues, Remedies pending (Lawyers)**

TBU: 2008-09, 2008-11, 2009-06, 2009-08, 2010-06, 2010-15, 2011-08, 2012-04, 2012-06, 2013-03, 2013-04, 2014-06, 2014-07, 2015-04, 2015-05, 2016-03, 2017-02, 2017-03, 2019-01
Staffing grievances for Spring Staffing and/or Post-Spring staffing from 2008-09 year 2017-18.

[April 2021] Board has been sent another copy of the remedies for their legal team. OSSTF Provincial has been apprised again.

□ SST/LNR in the Library Grievances: ~~Sept 10, 2019, Nov 12, 2019:~~

Decision from Arbitration (May 19, 2020)

Remedy in Discussion

TBU: 2009-10, 2010-03, 2010-14, 2011-10, 2012-08, 2013-06, 2014-10, 2015-06, 2016-04, 2017-04, 2018-04, 2019-05

Workload Infractions in each school year from 2009 to current

2018-01: Spring Staffing Process 2018 (Lawyers)

GRV-20-0043: SST/LNR in the Library Grievance 2019-2020 Sem 2 (Abeyance)

GRV-19-0029: 2019-09: SST/LNR in the Library Grievance 2019-2020 Sem 1 (Abeyance)

[Dec 2020] We are continuing to meet with the Board to discuss to determine settlement. However, this has been stalled due to the pandemic.

[Jan 2021] We have continued to meet with the Board on a remedy. OSSTF has given its initial proposal.

[April 2021] Board continues to not agree with OSSTF proposal. Has not provided any counter proposals or reasonings other than they cannot come to the same conclusion.

Arbitration Assigned to Reviewer:

1. 2019-02: Sick Leave (Provincial)
2. 2019-04: Discipline without Just Cause (ARB)
3. 2019-07: Failure to Accommodate (Provincial)
4. 2019-08: Failure to Accommodate (Provincial)
5. GRV-19-0027: Leave of Absence Denial (ARB)
6. GRV-19-0030: Failure of Duty to Accommodate (ARB)
7. GRV-20-0001: Failure of Duty to Accommodate (ARB)
8. GRV-20-0006: Leave of Absence Denial (ARB)
9. GRV-20-0014: Sick Leave (ARB)
10. GRV-20-0036: Dismissal without Just Cause (ARB)
11. GRV-20-0044 Failure to Provide Proper Accommodations
12. GRV-20-0045: Discipline with Just Cause (ARB)
13. GRV-20-0055: Requiring OSSTF Members to Provide Simultaneous Instruction to Students in Classrooms and Online (ARB)

14. GRV-20-0067: Asynchronous Digital and Non-Digital Courses (ARB)
15. GRV-20-0068: Virtual School (ARB)
16. GRV-20-0101: Termination without Just Cause
17. GRV-20-0108: Failure to Accommodate

Currently at MPWG for Review:

18. GRV-20-0077: Failure in the Procedural Duty to Accommodate
19. GRV-20-0092: OA Duties by TR Teacher (on hold, dealing with Board)
20. GRV-20-0093: Denial of Quarantine Leave (on hold, dealing with Board)
21. GRV-20-0095: Failure in the Procedural Duty to Accommodate

Currently in Grievance Timelines – Assigned Grievance Case Number:

22. GRV-20-0059: Supervisions and On-Calls Inequity – [timelines extended](#)
23. GRV-21-0005: Class Cap Violations – Q1/Q2 Semester 1 2020-2021 – [In Abeyance](#)
24. GRV-21-0007: Pay Issues for Part-Time Teachers

Possible Upcoming Grievances

- ❑ GRV-20-0052: Graduation Coaches – [ongoing discussion with the Board](#)

Possible Upcoming Grievances related to the Pandemic:

- ❑ GRV-20-0064: Workload of Co-Op Teachers – [ongoing discussion with the Board](#)
- ❑ GRV-20-0065: Part-Time Teacher Workload – [ongoing discussion with the Board](#)

Intent to Withdrawn Grievances from Province (subject to Appeal):

- ❑ GRV-20-0038: Use of Special Education Credits (ARB) – [will withdraw](#)
- ❑ GRV-20-0050: Program Leaders (ARB) – [will withdraw](#)
- ❑ GRV-20-0051: Discipline with Just Cause (ARB) – [will withdraw](#)
- ❑ GRV-20-0056: Failure in the Procedural Duty to Accommodate (ARB) – [in appeal, waiting for decision](#)
- ❑ GRV-20-0057: Failure in the Procedural Duty to Accommodate (ARB) – [will withdraw](#)
- ❑ GRV-20-0078: Failure in the Procedural Duty to Accommodate – [will withdraw](#)

Withdrawn

- ❑ GRV-20-0061: Unbalanced School Year Calendar – [issue fixed but with notice](#)

Letter of Agreements (LOA)

- ❑ Inclement Weather – [Draft version complete](#)
- ❑ Period and Preparation Time – [Draft version complete](#)
- ❑ Staffing Timelines – [No longer required due to new CA](#)
- ❑ Deemed Qualifications – Quad 4 – [Issue due to Spring Staffing and Timelines, draft version completed](#)

On Hold/Withdrawn if LOU:

- ❑ GRV-20-0060: Periods and Period Length – [working on LOA](#)
- ❑ GRV-20-0062: Preparation Time – [working on LOA](#)
- ❑ GRV-20-0094: Policy and Procedure – Inclement Weather Days – [working on LOA](#)