

DISTRICT 26
Teachers' Bargaining Unit
ANNUAL GENERAL MEETING
Thursday, May 4, 2023
North Grenville Municipal Centre, Kemptville, ON
4:00 PM

AGENDA

1. Call to Order
2. Welcome
3. Anti-Harassment Statement
4. Land Acknowledgement
5. Approval of Agenda [RES – PROC-2023-01]
6. Approval of Appendix A – TBU AGM May 5, 2021 Minutes [RES – PROC-2023-02]
7. Approval of Appendix B – TBU AGM May 5, 2022 Minutes [RES – PROC-2023-02]
8. Business Arising from the Minutes of May 5, 2022 Teachers' Bargaining Unit AGM
9. Teachers' Bargaining Unit Executive 2023-24
 - 9.1 Presentation of Acclaimed Candidates for TBU Executive
 - 9.2 Presentation of Executive positions to be filled in the new Federation year
 - 9.3 Presentation of Contested Position – TBU President and Speeches
10. New Business
 - 10.1 Branch Steward Award
 - 10.2 Constitutional Amendments & Other Resolutions
 - 10.3 Report of the Treasurer and Presentation of the 2023-24 Budget – APPENDIX C
[RES – Budget 2023-01]
 - 10.4 Recognition of Branch Stewards
11. Report of Provincial Executive – *Karen Littlewood*
12. TBU Negotiations Update
13. Reports of the Officers (Written Reports – Questions Only):
 - 13.1 President – *Page 12*
 - 13.2 Chief Negotiator/Contract Maintenance Officer – *Page 13*
 - 13.3 Grievance Officer – *Page 13 - 15*
 - 13.4 Equity, Anti-Racism, and Anti-Oppression Officer – *Page 15*
14. Adjournment

DISTRICT 26
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ANNUAL GENERAL MEETING
North Grenville Municipal Centre, Kemptville, ON
Thursday, May 4, 2023
4:00 PM
WORKING MINUTES

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, 2022-2023 is Tanya Crosbie, cell phone 613-802-9818.

4. **LAND ACKNOWLEDGEMENT**

OSSTF District 26 acknowledges and thanks the Haudenosaunee and Anishinabek people of this territory, and the other First Nations, Métis, and Inuit peoples residing on this land, for sharing your ways so that we may come together in a good way. Beyond a land acknowledgement, we encourage all non-Indigenous peoples on these lands to learn the treaties & their stories, to support the struggles of the peoples whose lands we are on, and to celebrate the achievements of the various First Nations, Métis, and Inuit peoples.

The Ontario Federation of Indigenous Friendship Centres (OFIFC) represents the collective interests of 29 Friendship Centres in cities and towns across the province. Friendship Centres are places for community members and Indigenous people living in urban spaces to gather, connect with one another and receive culturally based services. Friendship Centres improve the lives of urban Indigenous people by supporting self-determined activities which encourage equal access to, and participation in, Canadian society while respecting Indigenous cultural distinctiveness. To learn more about Friendship Centres and access their resources, visit <https://ofifc.org>.

5. **APPROVAL OF AGENDA [RES – PROC-2023-01]**

BIRT the agenda be adopted.

Moved by:

PROC-2023-01

Seconded by:

6. **APPROVAL OF APPENDIX A: MINUTES OF MAY 5, 2021 TEACHERS' BARGAINING UNIT AGM [RES – PROC-2023-02]**

See Appendix A – NOTE: The May 2021 Minutes were not passed at the 2022 AGM due to technical issues with the printed minutes.

BIRT the minutes of May 5, 2021 be approved.

Moved by: Seconded by:
PROC– 2023-02

7. **APPROVAL OF APPENDIX B: MINUTES OF MAY 5, 2022 TEACHERS' BARGAINING UNIT AGM [RES – PROC-2023-03]**

See Appendix B

BIRT the minutes of May 5, 2022 be approved.

Moved by: Seconded by:
PROC– 2023-03

8. **BUSINESS ARISING FROM THE MINUTES OF MAY 5, 2022 TEACHERS' BARGAINING UNIT AGM**

9. **TEACHERS' BARGAINING UNIT EXECUTIVE 2023-24**

9.1 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":

Teachers Bargaining Unit	
President	Contested
Vice President (2 positions)	Alison Dennis Brandon Coleman
Secretary	Jesse Langevin
Treasurer	Erin Thibodeau
Chief Negotiator/Contract Maintenance Officer	Elpis Law
Grievance Officer	Elpis Law

9.2 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

9.3 Presentation of Contested Position – TBU President and Speeches

4.4.7 *All candidates nominated in accordance with the Bylaws and standing for election shall have the opportunity for a brief speech at the Annual General Meeting, if multiple candidates exist for that position.*

4.4.7.1 *When multiple candidates exist for one position, the order of speeches shall be determined by lot.*

4.4.7.2 *Speeches shall not exceed five (5) minutes in duration.*

Adrienne McEwen

Crystal Watson

10. NEW BUSINESS

10.1 Branch Steward Award

For Outstanding Representation at the Branch Level, the recipient for 2022-2023 is [REDACTED]

10.2 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 Article 6.1 be amended as follows:

- The addition of "/Grievance Officer" to sub-article 6.1.5 after Contract Maintenance Officer
- The deletion of "6.1.6 the Bargaining Unit Grievance Officer"

Article 6: Bargaining Unit Executive Organization (A.22)

6.1 There shall be an Executive of the Bargaining Unit (hereby referred to as "Executive") composed of:

- 6.1.1 the Bargaining Unit President,
- 6.1.2 two Bargaining Unit Vice-President,
- 6.1.3 the Bargaining Unit Secretary,
- 6.1.4 the Bargaining Unit Treasurer,
- 6.1.5 the Bargaining Unit Chief Negotiator/Contract Maintenance Officer/**Grievance Officer**,
- ~~6.1.6 the Bargaining Unit Grievance Officer,~~
- 6.1.7 the Collective Bargaining Committee Chair,
- 6.1.8 the Bargaining Unit Council Representative,
- 6.1.9 Equity, Anti-Racism, and Anti-Oppression Officer.

Rationale: *Historically, these two roles have always been filled by the same individual. The number of grievances in UCDSB is significant based on the size of the bargaining unit. To that end, it would be unreasonable for a non-released member of the TBU to diligently fulfil the duties of the grievance officer.*

Endorsed by the TBU Executive

Moved by: Alison Dennis

Seconded by: Elpis Law

CON-2023-01

NOTE: This motion is out of order of CON-2023-01 is not carried.

BIRT Bylaw 4.1 be amended as follows:

- The deletion of "4.1.5 Grievance Officer"
- The addition of "/Grievance Officer" to sub-article 4.1.6 after Contract Maintenance Officer

Article 4: Bargaining Unit Elections

4.1 The following shall be elected prior to May 15th in each year and shall assume office at the beginning of the next Federation Year (July 1): (A.22)

- 4.1.1 the President,
- 4.1.2 two Vice President,
- 4.1.3 the Secretary,
- 4.1.4 the Treasurer,
- ~~4.1.5 Grievance Officer~~
- 4.1.6 the Chief Negotiator/Contract Maintenance Officer/**Grievance Officer**,
- 4.1.7 Equity, Anti-Racism, and Anti-Oppression Officer.

Rationale: *Historically, these two roles have always been filled by the same individual. The number of grievances in UCDSB is significant based on the size of the bargaining unit. To that end, it would be unreasonable for a non-released member of the TBU to diligently fulfil the duties of the grievance officer.*

Endorsed by the TBU Executive

Moved by: Alison Dennis

Seconded by: Elpis Law

BYL-2023-01

NOTE: This motion is out of order of CON-2023-01 is not carried.

BIRT Bylaw 11 be amended as follows:

- The addition of "/Grievance Officer" to Bylaw 11 title
- The substitution of "support and liaise with the Grievance Officer on a regular basis regarding potential grievances and concerns pertaining to the negotiating brief" by "Complete the Duties of the Grievance Officer as per Bylaw 12;"

Bylaw 11: Duties of the Chief Negotiator/Contract Maintenance Officer/Grievance Officer****

- 11.1 The Chief Negotiator/Contract Maintenance Officer shall:
 - 11.1.1 assume responsibility for the completion of the negotiating brief in consultation with the Collective Bargaining Committee;
 - 11.1.2 present the brief for approval to:
 - 11.1.2.1 the Collective Bargaining Committee,
 - 11.1.2.2 the Bargaining Unit Executive,
 - 11.1.2.3 the Provincial OSSTF;
 - 11.1.2.4 modify the brief as required to meet approval of the bodies referred to in Bylaw 11.1.2;

- 11.1.3 communicate on a regular basis with members:
 - 11.1.3.1 in preparing the brief,
 - 11.1.3.2 in negotiations,
 - 11.1.3.3 regarding a tentative settlement when reached;
- 11.1.4 be the Chief Spokesperson during negotiations with the Employer;
- 11.1.5 be on the Table Team in the event the Bargaining Unit requests Resumption of Bargaining
- 11.1.6 liaise with Provincial OSSTF;
- 11.1.7 **Function as the Grievance Officer as per Bylaw 12** ~~support and liaise with the Grievance Officer on a regular basis regarding potential grievances and concerns pertaining to the negotiating brief;~~
- 11.1.8 contribute to the ongoing business of the Teacher Bargaining Unit;
- 11.1.9 function as the Contract Maintenance Officer.

Rationale: *Historically, these two roles have always been filled by the same individual. The number of grievances in UCDSB is significant based on the size of the bargaining unit. To that end, it would be unreasonable for a non-released member of the TBU to diligently fulfil the duties of the grievance officer.*

Endorsed by the TBU Executive

Moved by: Alison Dennis

Seconded by: Elpis Law

BYL-2023-02

BIRT Bylaw 22.4 be amended by the substitution of “A quorum at a General Bargaining Unit Meeting shall consist of at least twenty (20) members from eight (8) Branches.” for “A quorum at a General Bargaining Unit Meeting shall be the greater of:

- a) twenty (20) members from at least five (5) worksites, OR
- b) a simple majority of the numbers of members present from five (5) or more worksites and announced when the meeting is called.”

22.4 ~~A quorum at a General Bargaining Unit Meeting shall consist of at least twenty (20) members from eight (8) Branches.~~

A quorum at a General Bargaining Unit Meeting shall be the greater of:

- a) twenty (20) members from at least five (5) worksites, OR**
- b) a simple majority of the numbers of members present from five (5) or more worksites and announced when the meeting is called.**

Rationale: *Simplification of quorum language to allow for the TBU to be better able to conduct business. Those in attendance are invested and should have their votes counted. This also addresses concerns from staff of TR Leger with regards to site vs school.*

Endorsed by the TBU Executive

Moved by: Alison Dennis

Seconded by: Elpis Law

BYL-2023-03

NOTE: This motion is out of order of BYL-2023-03 is not carried.

BIRT Bylaw 23.2 be amended by the substitution of "A quorum at the Bargaining Unit Annual General Meeting shall consist of twenty (20) members from at least eight (8) Branches." for "A quorum at a General Bargaining Unit Meeting shall be a simple majority of the number of members present and announced when the meeting is called to order."

22.4 ~~A quorum at the Bargaining Unit Annual General Meeting shall consist of twenty (20) members from at least eight (8) Branches.~~

A quorum at the Bargaining Unit Annual General Meeting shall be the greater of:

a) twenty (20) members from at least five (5) worksites, OR

b) a simple majority of the numbers of members present from five (5) or more worksites and announced when the meeting is called.

Rationale: *Simplification of quorum language to allow for the TBU to be better able to conduct business. Those in attendance are invested and should have their votes counted. This also addresses concerns from staff of TR Leger with regards to site vs school.*

Endorsed by the TBU Executive

Moved by: Alison Dennis

Seconded by: Elpis Law

BYL-2023-04

NOTE: This did not hit the floor at the 2022 TBU AGM

BIRT Article 10.1 be amended by the substitution of "Provincial OSSTF Constitution and Bylaws" for "OSSTF Handbook".

10.1 The rules of order, which govern the District, shall be the Rules of Order contained in the current edition of the **Provincial OSSTF Handbook Constitution and Bylaws.**

Rationale: *Language to align with the appropriate document.*

Moved by: Alison Dennis

Seconded by: Elpis Law

CON-2023-02

NOTE: This did not hit the floor at the 2022 TBU AGM

BIRT Bylaw 25.4 be amended by the substitution of "12 500 kilometres" for "\$5625".

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 lesser of ~~\$5625~~ **12 500 kilometres** 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." (A.21)

25.4.1 Mileage claims must be submitted as part of monthly expenses. (A.21)

Rationale: To represent the current increase in gas prices. The amount of \$5625 was divided by .45 cents per kilometer to represent the District Mileage rate at the time this motion was approved in May 2021. Due to the variation in gas prices, the District Mileage rate as been increased to reflect the same rate as UCDSB. Calculation based on mileage would best represent the intent of the original motion.

Moved by: Alison Dennis

Seconded by: Brandon Coleman

BYL-2023-05

BIRT Bylaw 4 be amended as follows:

- Bylaw 4.1 with the deletion of "in each year" and substituted with "every two years (two-year term), on even years"
- Bylaw 4.2 with the deletion of "one" and substituted with "two"
- Bylaw 4.2 with the addition of "s" on year

Article 4: Bargaining Unit Elections

4.1 The following shall be elected prior to May 15th in ~~each year~~ "**every two years (two-year term), on even years,**" and shall assume office at the beginning of the next Federation Year (July 1): (A.22)

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

Rationale: The learning curve for any member to take on a new position on the Executive, especially a Release Officer position is extremely steep and takes the average person at least a year to begin to understand the major aspects of their role. Providing the member a second year, free from the distraction of the election process, would allow the member the opportunity to show proficiencies and more in-depth learning into their area of expertise before having their position potentially challenged. Allowing a two-year period also allows all executives to build momentum with projects/tasks connected to their role without having to go "on hold" every spring for elections. This is to build a stronger and more cohesive executive. Lastly, having an election every two years, allows our Office Manager/Election Officer to spend that time on other tasks for our district, as well as saves our Branch Stewards from holding polling stations on an annual basis.

Endorsed by the TBU Executive

Moved by: Alison Dennis

Seconded by: Elpis Law

BYL-2023-06

BIRT BYL-2023-07, BYL-2023-08, and BYL-2023-09 to be considered en bloc.

Moved by: Alison Dennis

Seconded by: Tanya Crosbie

PROC-2023-04

BIRT the motions contained in the bloc in PROC-2023-04 are approved.

Moved by: Alison Dennis

Seconded by: Tanya Crosbie

PROC-2023-05

NOTE: This motion is out of order of BYL-2023-06 is not carried.

BIRT Bylaw 20.1 be amended by the substitution of "current federation year" for "term".

Bylaw 20: Vacancies in Office

20.1 Where the post of Bargaining Unit President is vacant during the term of office, one of the two Bargaining Unit Vice-Presidents, as selected by the majority of the Bargaining Unit Executive, shall occupy the post for the remainder of the ~~term~~ **current federation year**. If neither of the two Bargaining Unit Vice-Presidents is able to occupy the post, the Bargaining Unit Executive shall solicit nominations from the membership at large and appoint, by simple majority, a member to serve the remainder of the current ~~term~~ **federation year**. (A.14)

***Rationale:** The intent of this language is to be able to replace the president when they are unable to fulfil their role. The addition of current federation year allows for members to elect a new president if they step down in the first year of their term at the AGM.*

Moved by: Alison Dennis

Seconded by: Tanya Crosbie

BYL-2023-07

NOTE: This motion is out of order of BYL-2023-06 is not carried.

BIRT Bylaw 20.2 be amended with the following changes:

- Deletion of "Chief Negotiator/Contract Maintenance Officer, Vice-President, Treasurer, Secretary, or Grievance Officer, Equity, Anti-Racism, and Anti-Oppression Officer"
- Addition of "or vacancies arising from filling the position outlined in Bylaw 20.1"
- Substitution of "federation year" for "term"
- Deletion of sub-article 20.2.1 and sub-article 20.2.1.1

Bylaw 20: Vacancies in Office

20.2 For all other vacancies (~~Chief Negotiator/Contract Maintenance Officer, Vice President, Treasurer, Secretary, or Grievance Officer, Equity, Anti-Racism, and Anti-Oppression Officer~~), **or vacancies arising from filling the position outlined in Bylaw 20.1**, the Bargaining Unit Executive shall solicit nominations from the membership at large and appoint, by simple majority, a member to serve the remainder of the current ~~term~~ **federation year**. (A.16)

~~20.2.1 Notwithstanding Bylaw 20.2 above, for the 2022-2023 Federation year only, in the case of the role of Equity, Anti-Racism, and Anti-Oppression Officer, the President shall invite nominations from all TBU members prior to the 10th working day of the Federation year.~~

~~20.2.1.1 The election shall be by a ranked secret ballot vote, by those eligible to vote, with voting occurring in all work sites prior to September 30, 2022.~~

Rationale: *The intent of this language is to be able to replace an executive member when they are unable to fulfil their role. The addition of current federation year allows for members to elect the executive member if they step down in the first year of their term at the AGM. 20.2.1 and 20.2.1.1 are being removed from the bylaw because they only needed to occur the first year of the Equity, Anti-racism, and Anti-Oppression Officer.*

Moved by: Alison Dennis

Seconded by: Tanya Crosbie

BYL-2023-08

NOTE: This motion is out of order of BYL-2023-06 is not carried.

BIRT Bylaw 20 be amended with the addition of sub-article 20.

Bylaw 20: Vacancies in Office

20.3 When a vacancy occurs within year one of the two-year term, the second year of the term will be filled by election as per Bylaws 4.3 and 4.4. The elected member will serve a one-year term in that position. Year one of the vacancy will be filled according to Bylaw 20.1 or 20.2.

Rationale: *The addition of this language is a housekeeping item, to ensure that we are able to fill positions in the event an executive member resigns their position midterm.*

Moved by: Alison Dennis

Seconded by: Tanya Crosbie

BYL-2023-09

BIRT the budget line reflecting a lieu day allowance for TBU Executive members be changed to a TBU Executive Honorarium, in the proposed TBU Budget for 2023-2024 and onwards. The honorarium will be \$250 per executive member not on full-time release and shall be granted to those members in April of their serving year.

Rationale: *TBU wishes to acknowledge the efforts of TBU executive with compensation for time spent doing work for the TBU. The amount budgeted reflects the current amount budgeted for 1 lieu day per executive member. We do not endorse the use of release time, as release days are captured under the TBU Collective Agreement and are limited to 200 for all TBU releases per year. We need to be conscious of this and this honorarium idea and amount is in line with our union affiliates.*

Moved by: Adrienne McEwen

Seconded by: Elpis Law

MAC-2023-01

10.3 Report of the Treasurer and Presentation of the 2023-24 Budget [RES – BUDG-2023-01]

See Appendix C

BIRT the Teacher's Bargaining Unit Budget for 2023-2024 be approved.

Moved by: Erin Thibodeau

Seconded by: Adrienne McEwen

BUDG–2023-01

10.4 Recognition of Branch Stewards

Thank you for your dedication to OSSTF District 26 and our members.

School	Branch Steward
Almonte DHS	Divina Hogan
Athens DHS	Terrie-Anne Bridgman
Brockville CI	Tim Alguire
Carleton Place HS	Jesse Langevin
Char Lan DHS	Sean O'Farrell
Cornwall C&VS	Cathy Jackson
Gananoque SS	Sean O'Donnell
Glengarry DHS	Sylvie Tremblay
North Dundas DHS	April Richmire
North Grenville DHS	Jenn Ryan
Perth & DCI	Megan Crowe/Emily Morris
Rideau DHS	Richard Swann
Rockland DHS	Kafui Kumahor
Russell HS	Richard Scharf
St. Lawrence SS	Jason Marshall
Seaway DHS	Pamela Linklater
Smiths Falls DCI (9-12)	Pamela Craig
South Grenville DHS	Nikki Amelotte
Tagwi SS	Marc Mainville
Thousand Island SS	Clancy McDonald
Vankleek Hill CI	Dan Tremblay
TR Leger School	Jenna Meppelder

10. **REPORT OF PROVINCIAL EXECUTIVE – KAREN LITTLEWOOD**

11. **TBU NEGOTIATIONS UPDATE**

BIRT the TBU AGM 2023 move into executive session.

Moved by: Elpis Law

Seconded by: Adrienne McEwen

PROC-2023-06

BIRT the TBU AGM 2023 move out of executive session.

Moved by: Elpis Law

Seconded by: Adrienne McEwen

PROC-2023-07

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

12.1 TBU President Report – Adrienne McEwen – *Page 13*

12.2 TBU Chief Negotiator/Contract Maintenance Officer Report – Elpis Law – *Page 14*

12.3 Grievance Officer Report – Elpis Law – *Page 15*

12.4 Equity, Anti-Racism, and Anti-Oppression Officer – Lisa Elminowski – *Page 16*

13. **ADJOURNMENT**

12.1 TBU President Report – Adrienne McEwen

Thank You

Thank you to this year's TBU executive members, without whom the critical decisions regarding direction with this school board could not be made. Thank you to our Branch Stewards and CBC representatives, who put your collective agreement interests in the forefront daily, making sure that contract violations are addressed and through whom you have a confidential and caring voice to listen to your concerns. Thank you to our Health and Safety representatives who have been addressing teacher mental health concerns and address physical hazards in the workplace through their monthly safety inspections. Together, we support each other. Together, we are strong.

Contract Issues

This year has been extraordinary for responding to contract issues. Some of the key issues addressed include ASLE, PLAR outside of Con Ed, cameras in the teaching areas, baseline testing, PD after school, denials of unpaid leaves, unreasonable splits, IA's overstepping into teacher work at TR, TR Leger restructuring, continued violations of the Cummings SST/LNR Award, and class sizes for new 'W' classes and de-streamed academic Grade 9 classes. The UCDSB continues to drive forward with new proposals and projects with little to no collaboration or consultation with OSSTF and other stakeholders.

Final Thoughts

The school board has put the professionalism and extraordinary efforts made by teachers during the last few years in their rearview mirror. This is demonstrated by the numerous grievances, continued violations of arbitrations, and lack of support for teachers when dealing with student discipline. Never has this office heard so many voices telling us that their administrators do not have their backs, resulting in many schools with toxic work environments.

Remember that you are the backbone of this school board, and your students appreciate all that you do every day to make them feel valued.

As OSSTF, we appreciate each other and what we can do when we stand together. This is more important now to remember than ever before, as we face a Conservative government that is determined to break down public education and undermine it by underfunding and prioritizing partnerships with private corporations.

We must unite and move forward together.

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

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

Contract Maintenance Issues:

- Collective Agreement Violations
- TR Leger Reorganization – SST Lift/ASLE
- Professional Judgement and Baseline Testing
- Professional Development – During the Instructional Day
- Many other outstanding issues

Staffing

- Spring Staffing Virtual Training was held on March 2, 2023, with 63 members attending
- In-School Spring Staffing Steward/CBC training occurred on April 14, 2023
- Spring Staffing
 - a. Redundancy/Recall – There was none for the 2023-2024 school year
 - b. Surplus Declaration – A delay will occur for date.

Local & Provincial Negotiations

- Local Negotiation summary have been sent through MailChimp.
- Negotiations: Next dates are May 5, 2023, and May 15, 2023

PSC Conference

- Held in Toronto at the Sheraton Airport Hotel on April 20 & 21, 2023 and was a success

12.3 Grievance Officer Report – Elpis Law

- SST/LNR in the Library Grievances: ***Decision from Arbitration (May 19, 2020)***
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)
Summaries collected and sent to Lawyers for Review
Awaiting the lawyer instruction on 2009-2020 survey data to be sent out
OSSTF has requested another hearing by Arbitrator Cumming.
- GRV-20-0101: Termination without Just Cause (ARB) **[April 6, 2023] MOS on April 5, 2023 – No Arbitration**
- GRV-21-0084: Virtual School Credit Recovery (ARB) **[July 4, 2023] Initial Arbitration date.**
- GRV-20-0055: Requiring OSSTF Members to Provide Simultaneous Instruction to Students in Classrooms and Online (ARB) **[Oct 4, 2023] Initial Arbitration date.**
- GRV-21-0083: Class Size – Destreamed (ARB) **[September 24, 2024] Initial Arbitration date.**

Arbitration Assigned to Province:

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-20-0036: Dismissal without Just Cause (ARB)
10. GRV-20-0044 Failure to Provide Proper Accommodations
11. GRV-20-0045: Discipline without Just Cause (ARB)
12. GRV-20-0067: Asynchronous Digital and Non-Digital Courses (ARB)
13. GRV-20-0068: Virtual School (ARB)
14. GRV-20-0108: Failure to Accommodate (ARB)
15. GRV-20-0016: IA Overstep (ARB)
16. GRV-21-0049: Flex Hub Rooms (ARB)
17. GRV-20-0095: Failure in the Procedural Duty to Accommodate
18. GRV-21-0186: Workload Infractions 2021-2022 Semester 1 (SST/LNR)
19. GRV-22-0014: Requiring OSSTF Members to Provide Simultaneous Instruction to Students in Classrooms, Synchronously Online and Asynchronously
20. GRV-22-0016: Staffing Violation based on Statutory Leave
21. GRV-22-0051: Termination without Just Cause
22. GRV-22-0060: Denial of Leaves
23. GRV-20-0052: Graduation Coaches
24. GRV-22-0063: ASLE
25. GRV-22-0107: IA Overstep onto Teacher Workload (2021-2022)
26. GRV-22-0108: IA Overstep onto Teacher Workload (2022-2023)
27. GRV-22-0114: ASLE
28. GRV-22-0115: Class Size – Destreamed (2022-2023) Semester 1
29. GRV-22-0131: Baseline Testing
30. GRV-22-0143: Unreasonable Splits 2022-2023 Semester 1
31. GRV-22-0158: Unilateral Changing of Employment Terms and Conditions
32. GRV-22-0116: Program Leaders
33. GRV-22-0159: Class Cap Violation – Special Education

Currently at MPWG for Review:

34. None

Currently in Grievance Timelines – Assigned Grievance Case Number:

35. GRV-22-0117: Teacher In-Charge Training
36. GRV-22-0207: District Wide Timetable Absences
37. GRV-22-0120: SST/LNR – 2022-2023 Semester 1
38. GRV-22-0115: Class Size – Destreamed (2022-2023)
39. GRV-23-0002: SST/LNR – 2022-2023 Semester 2
40. GRV-23-0017: Baseline Testing – Semester 2
41. GRV-23-0027: Camera's in Classrooms and Teaching Areas
42. GRV-23-0034: Failure to Accommodate

Withdrawn/Removal/MOS

43. GRV-22-0061: Dual Credit Issues – **Local MOS**

Upcoming/Possible

- 44. EQAO Workload Violations
- 45. PLAR Workload Infractions
- 46. System Principals
- 47. Defamation of Character

On Hold:

- GRV-21-0005: Class Cap Violations – Q1/Q2 Semester 1 2020-2021
- GRV-21-0080: Class Cap Violations – Q3/Q4 Semester 2 2020-2021
- GRV-20-0077: Failure in the Procedural Duty to Accommodate (Abeyance)
- GRV-20-0093: Denial of Quarantine Leave

TBU and OTBU Grievances Possible Overlap

- OTBU must file own grievances to ensure OTBU members that may be affected by any of the above.

12.4 Equity, Anti-Racism, and Anti-Oppression Officer Report – Lisa Elminowski



TBU EAAO OFFICER'S 2022-2023 AGM REPORT

Please see the District EAAO Report for more details about training, projects, and community support on behalf of all D26 members. The following items are additional actions that were taken specifically for the TBU.

1. Shared our own District guide to creating meaningful land acknowledgements with all branch stewards in the fall; to be considered for use at any local school or union gatherings (see attached).
2. Joined TBU bargaining table on Nov.28th to discuss equity language and content in the collective agreement, and scheduled to join again on May 5th. Seeking greater collaboration between the board and union equity reps to produce meaningful PD and supports for all staff.
3. Enlisted TBU equity reps from each worksite to have a supportive network of equity-minded members. These reps will act as direct points of contact within schools for sharing and addressing equity resources and concerns. **Reps are still needed at Perth, Rideau, Tagwi, TR, & Vankleek Hill**; anyone interested in filling these roles for 2023-2024 can contact elminowski@gmail.com.