



NEW MEMBER RETREAT: UNDERSTANDING YOUR BENEFITS

Extended Health

- The Board pays a negotiated amount of money toward the benefits plan owned by District 19 TBU
- Notify the Benefits Department at the Board of any change in status or dependants within 31 days of the change
- Benefit year runs from Sept. 1 – August 31
- Benefit claims are due November 30 for the preceding school year's claims
- Drug plan – you pay a one time yearly deductible, \$25 single, \$50 family
- Semi private hospital coverage
- Hearing aids \$400 every 60 months
- Vision care \$350 every 24 consecutive months
- Eye examinations every 2 years up to a maximum of \$75
- Laser eye surgery \$2000 per covered person lifetime maximum
- Practitioner services – max of \$500 per benefit year/ practitioners listed
- Physiotherapy – max of \$1000
- Psychologist \$1000 per person per agreement year; EAP (Employee Assistance Program) is a confidential service available for all Peel employees.

Dental

- Maximum for basic and major dental services combined is \$2,000 per covered person per agreement year
- Orthodontic Services – \$3500 lifetime
- * *pre-determination for anything over \$500*

Life Insurance

- Amount of insurance \$100,000
- Optional units – you pay, can have up to 8 optional units
- Contact OTIP if you would like to purchase more life insurance
- Make sure beneficiary information is up to date

Long Term Disability

- Teachers Life
- LTD is a condition of employment
- Percentage of salary based programme for those hired after May 2008 (50% of salary) – *option open to all members in April 2010*
- Segment based \$2000 – \$3500
- Increases by units of \$500 are possible with proof of medical fitness
- Programs offered short term, long term, term life
- If you use all your sick days, you apply for medical leave without pay with the Peel Board– *pension and benefits are self-paid*



NEW MEMBER RETREAT: UNDERSTANDING YOUR BENEFITS

Long Term Disability (cont'd)

- Three month (old plan) or six month (new plan) waiting period from onset of disability – if possible, apply for disability when you have 100 sick days remaining
- If you qualify for disability, at level 2000 you would receive \$2000 tax free (old plan) for 24 months or 50% of your salary (new plan), Teachers Life would make your pension contributions, you pay for your extended health and dental benefits

**It is a good idea to increase coverage while you are healthy. You never know what can happen. To increase coverage: you can increase your coverage by one segment on the 5th and 10th anniversary of your policy without proof of insurability Make sure beneficiary information is up to date.*

Leaves of Absence

Contact me before applying for any leave except STPDL!

- STPDL – short term professional development leave, application forms available at the school; Principal and in school rep sign it and then it is sent to the District 19 Office for approval and returned to you; obtain a receipt from the professional development activity and send it to Board to be paid
- Teacher Funded Leave – planned leave, information meeting is scheduled every fall to provide information, must have a minimum of 3 years seniority with Peel to apply, minimum of 5 years of service prior to actual beginning of the leave; 5 years between leaves; January 31st is the deadline to apply
- Special Leave without pay– deadline to apply January 31st; at discretion of Superintendent of HR
- Pregnancy/Parenting leave – Make appointment with the Benefits/Retirement Counsellor. The appointment is usually 6-8 weeks before due date; current EI payments are a maximum of \$447 (minus income tax) per week; top up is provided by the Peel Board for the birth mother for the school days for the 6 weeks following the birth/due date
- Medical Leave – Apply through Peel Board; pension and benefits self paid
- Part time leave is negotiated with the principal if staffing and timetable permit.

Seniority with the Board is from the date of hire. If the Board approves a leave, you can make up your pension contributions with the Pension Board either during the leave or when you return.



NEW MEMBER RETREAT: UNDERSTANDING YOUR PENSION

The Basics

- If you are a member of the College of Teachers, you are automatically a member of the plan
- Your employer will provide you with a pension enrolment sheet
- You are responsible for updating personal information
- If you have ever been a member of an Ontario pension plan, contact the Pension Board to see if you can transfer/purchase credit
- Ontario Teachers' Pension Plan Board
5650 Yonge St
Toronto ON M2M 4H5
Tel: 416 226 2700 or 1 800 668 0105

Important Terms

Credit or credited service

The actual number of years, months and days you have contributed to the plan (10 months full time service =1.00 year). When you retire, your pension is calculated as follows: ***total credit x 2% x average of best 5 rates of pay***

Qualifying years

The number of school years in which you have taught at least part of the year (more than 10 days are necessary for a qualifying year). Qualifying service is added to your age to determine your "factor" (i.e. when you can retire with an unreduced pension. ***factor = age + qualifying years***)

Vesting

Means you are entitled to a future pension. Pension contributions are locked in after 2 years. What does this mean? If you leave teaching, you have three options:

- a) leave your contributions in the plan, or
- b) transfer or purchase credit in another pension plan, or
- c) transfer the commuted value to a locked in retirement account (LIRA)

i Access

Obtain an i access number by contacting the Ontario Teachers Pension Plan Board (www.OTPP.com). This will enable you to view your service record, verify personal information, beneficiary and vesting status. It will also give you the date you can retire with an unreduced pension (factor date). The pension calculator is a helpful tool available on this website.

Effect of a Leave on Your Pension

If you take a leave and don't plan to contribute to your pension or purchase credit, your pension will be affected. ***If you plan to take a leave, contact the Pension Board and request an information kit.***



NEW MEMBER RETREAT: CONTRACTS AND NEGOTIATIONS

True or False

1. One of my colleagues has criticized me in front of teachers and students. It is within my rights to grieve him/her.
2. A family responsibility day is only granted when the event is out of the teacher's control, involves the potential for serious negative consequences and cannot be attended outside of normal working hours.
3. Class size limits are only guidelines and can be exceeded to meet the needs of the school.
4. A Teacher cannot be assigned more than one half period of Other Professional Duties (on call or supervision) in a day.
5. No more than one half period of Other Professional Duties shall be timetabled for a teacher in any week.
6. A teacher does not have the right to refuse to teach multi grade or multi level classes for which they are qualified.
7. Other Professional Duties may be assigned immediately preceding or following three consecutive classes.
8. A strong strike vote is one of the best ways to ensure that the bargaining unit does not go on strike.
9. A teacher hired to teach a specific subject cannot be assigned to teach another subject for which they are qualified.
10. You cannot be moved from your department by a less experienced teacher.
11. It is alright to skip staff meetings if I have another commitment.

Multiple Choice

1. Which of the following do not qualify as paid leave days
 - a. Weddings
 - b. Moving
 - c. Competing in a sporting event at the national level
 - d. Accompanying your child to out of town national sporting events
 - e. All of the above
2. In which case can Teachers be assigned less than 40 minutes of uninterrupted lunch?
 - a. On a shortened period day when lunch is only 30 minutes for everyone
 - b. On a day when the Teacher is assigned a half period of supervision
 - c. As a favour to the Principal as long as he/she promises it won't happen again
 - d. When the entire staff has agreed to shorter lunches
 - e. None of the above
3. How many days are teachers granted before they must submit end of semester marks?
 - a. Two school days after the scheduled examination in each semester/term
 - b. Up to three school days after the day of the scheduled examination for the end of semester/term one
 - c. 24 hours after the scheduled examination in each semester/term



NEW MEMBER RETREAT: CONTRACTS AND NEGOTIATIONS

4. For a student accepted into the Credit Recovery program, the subject Teacher is required to
 - a. Identify units, concepts and/or expectations not successfully achieved
 - b. Provide copies of all incomplete assessments
 - c. Identify relevant Learning Skills information
 - d. Mark all work completed by the student
 - e. All of the above
 - f. Both a) and c)

5. To how many sick days are full time Teachers entitled?
 - a. 20 days per school year to a maximum of 300
 - b. 20 days per school year to a maximum of 200
 - c. Sick days are unlimited
 - d. 20 days per school year with no maximum limit

6. Medical certificates for illness will be required
 - a. For a period of illness exceeding two days only if such certificate is requested by the Superintendent of Human Resources within ten working days of the Teacher's returning to work
 - b. Only if the absence is longer than two days
 - c. For an illness of one or two days if requested at the time the Teacher notifies the school or within two hours after normal school opening on the day of the absence
 - d. If the absence occurs immediately before or after a long weekend or school holiday.
 - e. Both a) and c)

7. To qualify for a full retirement allowance (an amount of up to 50% of your annual salary to be paid upon retirement), members must
 - a. Have accumulated a minimum total of ten years of service with the Board that qualify for step placement
 - b. Have attained the age of 60 or have reached their 85 factor (age plus years of teaching experience = 85)
 - c. Have banked 200 sick days
 - d. All of the above

8. Early progress reports must contain
 - a. A mark for every student
 - b. An assessment of learning skills for every student
 - c. A comment for every student
 - d. All of the above

9. Items negotiated during collective bargaining are generated by
 - a. Provincial priorities
 - b. Survey of member needs
 - c. The Collective Bargaining Committee
 - d. All of the above



NEW MEMBER RETREAT: CONTRACTS AND NEGOTIATIONS

Answers

Applicable clauses from the Collective Agreement are indicated in brackets at the end of each answer.

True/False

1. False – a grievance occurs when one of the parties of the collective agreement breaks that agreement. We have no collective agreement with our colleagues and so there is no grievance process to deal with unprofessional behavior between members.
2. True (13.03)
3. False – A school may only exceed Class Size Limits by two students in up to three sections per semester, excluding Grade 9 and 10 Applied and Limited Facility. Of note, although Careers and Civics are 0.5 credits they are each considered one section. (14.01)
4. True (15.03c)
5. False – No more than two half periods of Other Professional Duties shall be timetabled for a teacher in any week. (15.03d)
6. False – A teacher shall not be assigned to teach a multi grade or multi level class except with the Teacher's consent. (15.08)
7. False – No teacher shall be assigned more than three classes without a break, unless agreed upon by the Teacher, Principal and the Bargaining Unit Executive. (15.10)
8. True – A strong strike vote indicates to the Board that the negotiating team has the support of the membership
9. False – A teacher may be assigned to teach any subject for which he/she is qualified. In some rare cases a teacher can also be assigned, by mutual agreement, to teach a subject for which he/she is unqualified.
10. False – Seniority only guarantees your position in terms of being excess to school. A Principal has a right to assign a Teacher to any department for which he/she holds qualifications.
11. False – Staff meetings are considered part of our professional duties and we are expected to be in attendance. If a teacher must miss one occasionally due to other commitments, arrangements should be made with the Principal ahead of time. Teachers can be disciplined for consistently missing staff meetings.



NEW MEMBER RETREAT: CONTRACTS AND NEGOTIATIONS

Multiple Choice

1. e) All of the above. (13.01)
2. e) None of the above. Each Teacher shall have a lunch break of a minimum of 40 consecutive minutes between classes, free from assigned duties. (15.13)
3. b) Up to three school days after the day of the scheduled examination for the end of semester/term one. There is no agreement for second semester although we would expect administration and teachers to be reasonable. (15.16)
4. f) Identify units, concepts and/or expectations not successfully achieved and identify relevant Learning Skills information (15.19)
5. a) 20 days per school year to a maximum of 300 (25.09)
6. e) For a period of illness exceeding two days only if such certificate is requested by the Superintendent of Human Resources within ten working days of the Teacher's returning to work or for an illness of one or two days if requested at the time the Teacher notifies the school or within two hours after normal school opening on the day of the absence. (25.12)
7. d) All of the above (26.04)
8. A comment is mandatory for students who are performing at Level 1 or 2 and for students who are disengaged for a variety of reasons. Therefore c) is not the correct answer. (Appendix D)
9. d) All of the above



NEW MEMBER RETREAT: CERTIFICATION

Why do I need both a Certificate of Qualification and a Certification Rating Statement?

The Certificate of Qualification, issued by the Ontario College of Teachers, is the document which you require to teach in the Province of Ontario.

The Certification Rating Statement, issued by OSSTF/FEESO, ensures that you will receive the correct level of salary for your qualifications. Your Certification Rating Statement will indicate whether you are in Group 1, 2, 3, or 4, Group 4 being the highest group. Without a Certification Rating Statement, the school board will pay a teacher at the lowest salary category.

Does the Ontario College of Teachers send the OSSTF/FEESO Certification Department a copy of the Certificate of Qualification when it is issued?

No, the Ontario College of Teachers sends the Certificate of Qualification only to the teacher.

How does the Certification Services Department know what category to put a teacher in?

The OSSTF/FEESO Certification Department evaluates a teacher's academic and professional records according to the Regulations of the OSSTF/FEESO Certification Plan and then issues a Certification Rating Statement.

I have an out of province or out of country degree. Is it valid for certification purposes?

Yes, teachers who have studied outside the Province of Ontario shall have their qualifications evaluated relative to the years of scholary and standards required of teachers trained in the Ontario system.

Do my years of teaching experience enter into the evaluation?

No, but according to your collective agreement, years of teaching experience will determine at what step within the category you are placed for salary purposes.

I am not an OSSTF/FEESO member. Can I get a Certification Rating Statement anyway?

Yes, provided that you become a Voluntary Member of OSSTF/FEESO. The cost to become a Voluntary Member is \$50 and to obtain a Certification Rating Statement an additional \$100 is required. See the Certification Rating Statement for a Voluntary Member page for the procedure to follow.

NEW MEMBER RETREAT: CERTIFICATION

I already have a Certification Rating Statement from QECO. Why do I need one from OSSTF/FEESO?

If you teach in a public secondary school, you must have a Certification Rating Statement issued by OSSTF/FEESO.

The OSSTF/FEESO's Certification Charts are significantly different from the QECO charts and so even if you already have a QECO Certification Rating Statement, you will need to apply for one from OSSTF/FEESO.

What do I do if I disagree with my category placement according to the Certification Department?

See the Appeals page.

Why does it take so long to get a Certification Rating Statement?

Briefly, the Certification Department receives thousands of pieces of mail, and they are dealt with in order of receipt. Furthermore, evaluating a teacher's academic and professional qualifications can be a complex task.

How can I find out how to get a Certification Rating Statement in a higher Group?

When you receive your Certification Rating Statement, the accompanying letter will give you information on how to proceed to the next highest Group.

How can I find out if the courses I want to take will count towards upgrading to a higher Group?

Prior to taking the course(s), you must contact the Certification Department to determine the acceptability of any course to be used for upgrading. This is important because not just any course may be acceptable. It is better to get accurate information about the acceptability of the course you are thinking of taking before you spend the money. Fill in Application Form 3 and submit the form to the Certification Department. Course Approvals usually take about 2 weeks, but be sure to apply for Course Approval well ahead of the university deadline.

I have completed additional courses/qualifications. Can I send an examination report?

No, only official transcripts are acceptable.

Once I have fulfilled the requirements to get into a higher certification group, how do I get a new Certification Rating Statement?

See the Applications & Procedures page.

NEW MEMBER RETREAT: CERTIFICATION

I have a question to which I can't find the answer here or anywhere else on this website. How do I get the answer?

Contact the Certification Department or the Field Secretary. See the Contact Certification Department section on the main Certification page for addresses, telephone and fax numbers.

As a Technological Studies teacher, can I take Grade 12 U/M courses for upgrading to the next pay group?

Yes, the OSSTF/FEESO Certification Department can accept Grade 12 U/M courses for upgrading purposes under the Honour Technological Studies Specialist Program.

Please be aware that although the OSSTF/FEESO Certification Department accepts Grade 12 U/M courses, the Ontario College of Teachers has determined that these courses cannot be used to meet the criteria for admission to the Honour Technological Studies Specialist course, which is one year of post secondary, full time study (see O.Reg.184/97).

What is the G 33?

The G 33 is a memo distributed by the Staffing Office at the Board Office each December. It specifies the exact dates on which staffing allocations, notices of excess, and job posting, or blue pages, will occur.

What is my seniority number?

Each January, the Peel DSB publishes an up to date seniority list. Every teacher in the board is assigned a unique seniority number based on start date. If you started on the same date as other teachers, which is often the case, a tumble is performed and you are assigned a number randomly.

What does it mean to be declared excess?

After March Break, school staffing allocations for the following school year are released. These are based on projected enrolment figures developed by the Board's planning department. If your school is in an excess position; that is, if it has more teachers than it has been allocated, teachers will have to be declared excess to school. The affected teachers are determined by seniority number. The teachers with the highest seniority numbers are the first to be declared excess.

What do I do if I am told that I am being declared excess?

Don't panic! This is a normal part of being a new teacher. Staffing needs of schools are in constant flux and teachers often move around in their first few years. Your principal will let you know, in writing, that you are being declared excess. You will then have the opportunity to apply to positions posted for other schools. If you are unsuccessful in securing a position, you will be placed in a school after the second round of job postings.

What is the right of first refusal?

If you have been declared excess and a job for which you are qualified subsequently opens up at your school before June 10, you will be given the first right of refusal for the position. You have this right regardless of whether you have already accepted a job or been placed elsewhere.

See 16.06 of the Collective Agreement for more information.

What happens if I am declared excess in the fall?

Schools are reorganized in the fall in response to changes in enrolment numbers. There is a possibility that you could be declared excess then. If this happens, don't panic! This is normal. You will be placed in a new school with attention to geographic preferences where at all possible.

NEW MEMBER RETREAT: STAFFING

Do I have to teach...

...subjects in which I'm not qualified?

No. However, you may mutually agree to do so in unrestricted subject areas for up to two courses. The exceptions to this rule are Careers and Civics. These subjects can be assigned to all degree holding teachers. When you mutually agree to teach these courses, you should be asked to sign a form. If you aren't, talk to your Branch President.

...multi level or multi grade courses?

No. However, you may mutually agree to do so. There are a few exceptions to this rule including some special education and credit recovery courses. When you mutually agree to teach these courses, you should be asked to sign a form. If you aren't, talk to your Branch President.

...more than two half courses?

No. However, you may mutually agree to do so. When you mutually agree to teach these courses, you should be asked to sign a form. If you aren't, talk to your Branch President.

What if there are more students in my class than the limits outlined in the Collective Agreement?

Class sizes can fluctuate and may exceed the limits until October 15 of the first semester and the Friday before March Break of the second semester. In non semestered schools, class size limits must be achieved by October 15. If your classes are larger than they should be after these benchmarks, let your Branch President know. The school is permitted to have up to three classes per semester over the class size limit by up to two students, provided they aren't P or L classes. Your class may be one of those. If not, this is a contract violation and your Branch President needs to be involved.

See 14.01 of the Collective Agreement for more information.

Students and Boundaries

- Where a professional relationship exists there must also exist boundaries.
- Boundaries must exist because teachers and educational workers are necessarily in positions of power and influence over students.

The Courts Have Said

In *Attis v Board of School Trustees (Ross)*, Jr. Justice La Forest states:

- *"Teachers occupy positions of trust and confidence, and exert considerable influence over their students as a result of their positions."*

He further states that

- *"The conduct of a teacher bears directly upon the community's perception of the ability of the teacher to fulfill such a position of trust and influence, and upon the community's confidence in the public school system as a whole."*

These principles apply to all educational workers within the school.

Professional Relationships

- Some forms of boundary violations may include developing an overly familiar relationship with students within the "academic" relationship or with students in sports.
- Stereotypical profiles often focus on relationships or patterns rather than single incidents of professional misjudgment.
- The problem is having relationships that extend beyond a professional relationship.

Charges at Professional Colleges

- There are very few charges involving pedophilia or personality disorders. Most charges involve educational workers who have simply not recognized when they have moved into an inappropriate relationship with students, often students with significant problems at school or in their personal lives.

What Should You Be?

- You are a professional.
- Your relationship must remain at a professional level.
- According to case law, the higher standard by which your behaviour is measured exists every hour of every day, no matter where you are.
- You are NOT:
 - Your students' friend or peer, life coach or therapist, or parent.



NEW MEMBER RETREAT: RISKS & RESPONSIBILITIES

The “Slippery Slope”

- The ability to maintain boundaries within the professional relationship ensures a safe connection based on the student’s needs.
- The safe relationship is threatened when the boundaries become blurred or ambiguous, particularly when dual relationships are formed.
- There is a “slippery slope” between safe and unprofessional relationships.

What Happens When Boundaries are Crossed?

Boundary violations can attract consequences on a number of levels:

1. Employer
 - You can be disciplined for inappropriate conduct. The discipline could be anything from a verbal warning to termination.
2. Professional College
 - Your professional college may become involved. Discipline ranges from verbal warnings to revocation of your license/certificate.
3. Criminal Charges
 - If your offense is punishable under the criminal code, you could end up in jail.

Boundaries vs. Risks

- A boundary is a line that cannot be crossed. Crossing that line, however gray it may be, will invite immediate consequences.
- A risk is an action taken that exposes you to potential harm, which may or may not actually occur.
- Effective educators are aware of both boundaries and risks as they perform their duties.

Risks

- Working with young people in an educational environment involves constant risk management.
- Many of our activities every day involve risk, and in many cases we are unaware of that risk.
- Many boundaries have risks that are present before the boundary is reached.
- Becoming more aware of the risks around you allows you to manage them more effectively.

Some Boundaries to Be Aware Of

As stated earlier, a boundary is a line that defines the point at which your relationship becomes one other than the professional relationship required of an educator.

Some examples are:

1. A friendship/peer relationship
 - Socialising with students e.g. seeing students outside of the school environment parties, bars, etc.
 - Exchanging personal letters with students.
 - Exchanging emails with students.
 - Having students as “friends” on Facebook or MySpace.

Communicating With Electronic Media

It is extremely risky to send personal e mail to students.

- E mail lives forever and can be “morphed”.
- You may not have a copy to disprove allegations after a lengthy time period.
- E mails are open to interpretation and are considered prime vehicles for grooming.

The use of chat services such as MSN is also a very high risk activity.

- Chat rooms are watched by the police or public and people pose as youth to catch suspected groomers.
- Students can easily misinterpret statements during chat sessions.

E mail in General

- When using the employer’s system, your right to the privacy of any communication does not negate their right to monitor the activities of their employees.
- Privacy and security are not guaranteed. In fact, you must assume that all of your communications are being monitored.
- Circulation of e mails discussing colleagues is unprofessional, and can not only invite discipline from your employer, but also from your professional college and from OSSTF.

Social Networking with Students

- The use of social networking sites such as Facebook or MySpace is strongly discouraged.
- Regardless of your perception of the security of the information that you post on such sites, it can fall into the “wrong hands”.

NEW MEMBER RETREAT: RISKS & RESPONSIBILITIES

- If you insist on maintaining an account on such a site, imagine that the director (your boss) looks at it daily.
- DO NOT use interactive web media to communicate with students.

Appropriate Use of Electronic Media

- Generally speaking, your use of electronic media to communicate with students should be restricted to the posting of course related information on a board hosted server.
- Your communication with students should never involve any exchange beyond a student accessing documents or information posted to a web page.

2. A Parental Relationship

- You are not the students' parent.
- It is not your role to advise them on the personal aspects of their lives.
- e.g.:
 - i. Who their friends are
 - ii. What they wear
 - iii. What they do with their personal time.
- It is not your role to provide them with money – bus money, lunch money (money of any kind, any amount, for any reason)
- You should never give a student a gift.

3. A Sexual Relationship

- The Student Protection Act provides a definition for Sexual Abuse of a Student. It is defined as:
 - i. sexual intercourse or other forms of physical sexual relations between the member and a student,
 - ii. touching, of a sexual nature, of the student by the member, or
 - iii. behaviour or remarks of a sexual nature by the member towards the student.

Grooming

- Sexual involvement is usually preceded by a progressive series of non sexual boundary violations.
- What appear to be trivial matters (e.g. patting students on the shoulder, observations about dress, giving gifts) may in reality be considerably more serious.
- A pattern of such behaviour may be interpreted as “grooming” a student.



NEW MEMBER RETREAT: RISKS & RESPONSIBILITIES

Some Risks to Be Aware Of

- Avoid sharing personal information about yourself.
- Avoid any physical contact with students that is not either:
 - A requirement of your job.
 - Directly related to the curriculum.
 - Pedagogically sound.
- Avoid being alone with a student!

Precautions to Take When Alone with Students

If it is unavoidable and you find it necessary to be alone with a student, do the following:

- Leave the room door open.
- Be visible through the open door.
- Inform someone that you will be alone with a student.
- Ensure that the student is not physically isolated from observers.

Other Risks

Driving Students:

- Driving students is a particularly high risk activity.
- Your personal insurance policy may not have the necessary “rider” to allow you to transport students.
- Although you are covered by the Board’s insurance policy through OSBIE (Ontario School Boards’ Insurance Exchange), their deductible is extremely high (\$1,000,000) and your personal insurance is expected to fill the gap.
- A car is the ultimate “alone with a student” risk situation.
- Driving more than 5 students in your car may have implications with respect to your Driver’s License.

Responsibilities

Educational workers have a number of legal duties that they are charged with.

Common Law

- Imposes on teachers and educational workers the obligation to exercise reasonable care in protecting students from risk of harm “in loco parentis”.

Education Act and Regulation 298

- It is the duty of a teacher...to maintain, under the direction of the principal, proper order and discipline in the teacher’s classroom and while on duty in the school and on school ground.

Issues Arising from Duties

Educational workers are in the position of being required to maintain order and discipline while ensuring the safety of the students under their supervision. These roles sometimes conflict, and several negative consequences can arise:

- Allegations of Assault
- Allegations of Negligence

Assault

Assault is defined in the Criminal Code as follows:

A person commits an assault when

- a. Without the consent of another person, he applies force intentionally to that other person, directly or indirectly;
- b. He attempts or threatens, by an act or gesture, to apply force to another person, if he has, or causes that other person to believe on reasonable grounds that he has, present ability to effect his purpose; or
- c. ...

Defences for a Teacher

Section 43 of the Criminal Code says:

“Every school teacher, parent or person standing in place of a parent is justified in using force by way of correction toward a pupil or child, as the case may be, who is under his care, if the force does not exceed what is reasonable under the circumstances.”

Supreme Court Decision (2004) re. section 43

- Court upheld s.43 but ruled that it does not apply to corporal punishment of children under two, teenagers or the learning disabled.
- Discipline using objects, blows or slaps to the head, degrading, inhuman or harmful conduct is not reasonable.
- Use of force must be corrective and not to satisfy desire of an adult to strike out in anger.
- Educators may apply force to remove a child.
- “Reasonable” may be shaped by community standards.

Classroom Negligence

Negligence is harm caused by a failure to meet the required standard of care.

- Legally, a negligence charge involves a lawsuit for damages.
- Most lawsuits name the educational worker as well as the Board.
- In most negligence lawsuits, the Board provides the legal defence (and OSBIE insurance coverage) for all named employees.

Elements of Negligence

Four elements must be present for negligence to exist:

1. The defendant owed a duty of care to the plaintiff.
 - The standard of the duty of care is a matter of interpretation by the courts.
 - Certain groups and activities have a higher standard of care associated with them.
 - “Prudent expert” vs. “prudent parent”.
2. The defendant breached the duty of care.
 - Many different breaches are possible.
 - Lack of supervision, warning;
 - Failure to train students on safe procedures;
 - Failure to take safety precautions;
 - Allowing students to take part in high risk activities without proper preparation.
3. Injury or damage occurred.
 - Limitations period can be very long.

4. The breach of the duty of care was the proximate cause of the injury.
 - Contributory negligence can be a factor.
 - Acknowledgement of Risk and Consent forms can let parent assume partial responsibility.

Other Factors to Consider

Preventability

- e.g. case where student was injured by a paper clip shot before the class started no negligence because no one could foresee it happening.

Vicarious vs. personal liability

- Vicarious liability is the liability borne by the board due to the actions of its employees.
- Beware “downloading” of vicarious liability to you as an individual.

Burden of proof

- “Balance of probabilities” is all that is required for negligence cases.

BEWARE!

Even if negligence is not provable in a court of law, the school board may take action against you either via discipline (breaching your duty as an employee) or via a complaint to the Ontario College of Teachers or other Professional College under a Regulation on Professional Misconduct.

Closing Advice to Members

- Members need to be sensitive to students’ feelings about being touched. We can show we care by being verbally supportive.
- Any approach to students that involves touching or hugging is dangerous.
- Communication with students via e mail is dangerous.
- The use of social networking sites such as Facebook or MySpace is dangerous.
- Limit your activities to those that are required by your job.
- Ensure that your students are properly trained in any safety procedures that might be needed in order for them to engage in the activities you assign to them without risk of personal injury.
- Follow Board policies and procedures.
- Know your rights. You have the right to representation by the Federation when allegations are brought against you. Listen but DO NOT speak while you await assistance.



NEW MEMBER RETREAT: FOLLOW UP

Staffing

If you know you will be declared excess and you apply to the new school, do you have the first right of refusal to return to your current school when and if a position opens up?

The simple answer is no. There is no way to tell if you will be declared excess until it actually happens. There are many events that could occur between now and the spring: your colleagues could retire, resign, or also apply to the new school. Each of these events could improve your chances of staying where you are.

If you accept a position at Louise Arbour during January's initial hiring, you will become part of their organization for the following year. This means that your current school would not be able to declare you excess because you would not be part of their staffing organization anymore.

If you want to have the first right of refusal, you must wait until you are declared. Up to 20% of the positions at Louise Arbour will be included in the regular blue page postings.

New contract teachers do not know about October's "re organization" and it is a huge shock. Could new teachers be given a handout about this when they sign on?

We have contacted the Board and they are in the process of creating something that could be distributed to new teachers.

Rights and Responsibilities

What do you do if you have an issue with your Branch president? Who do you talk to?

Call the District Office.

Regarding Facebook,

i) **what about former students?**

It's a fine line... consider what you are doing very carefully. Time (distance) and context are very important.

ii) **what about students from other schools/Boards?**

No.

What if a discussion of a current event in the newspaper leads to a discussion about dating, dishonesty with parents, strict parents, and coping? Is that appropriate?

First, is the topic appropriate to the subject you are teaching? If yes, the discussion is appropriate. Remain neutral. Do not criticize parental decisions and choices. Keep the discussion focussed and return to your lesson as soon as you can. If no, lead the conversation back to your lesson. Acknowledge the importance of their opinions and suggest that another forum would probably serve them better (perhaps Counselling).

If a fight is happening, is it our responsibility to physically break it up?

Not alone! Be sure that someone has gone for back up. Try to disperse the crowd while help arrives. Attempt to protect/remove the victim from the aggressor. We have the right to keep ourselves safe; however, we have the responsibility to protect students.



NEW MEMBER RETREAT: FOLLOW UP

If a student is dressed inappropriately, what do we do?

Regarding what students wear, can I ask students to respect the dress code?

The second question answers the first question on this subject. Students are obliged to follow the policies of the Board and the school. State your objection succinctly and clearly in the presence of, but apart from others. Do everything you can not to embarrass the student. If you are personally uncomfortable addressing an issue regarding dress code, see an administrator.

Can an administrator ask me to provide work for a student and mark it although that student wouldn't come to my class?

Yes. If the student appears on your class list, under the Education Act, you are obligated to provide assignments and evaluation.

Certification

What if your AQ course ends May 1st but OCT doesn't process it until after the deadline. Do you get retro pay?

AQ courses are areas of qualifications on your College of Teachers Certificate of Qualification. This document does not affect pay; it allows you to teach subjects. To get changes in pay you must change your rating category, which is done through the OSSTF Certification department. These are two separate processes. Payroll at the board works with rating statements only and they require all paper work needed for a category change to be complete by May 31st.

If you don't qualify for the Honour Specialist, how can you move to Category 4?

Contact the Certification Department at Provincial OSSTF and fill in the "Information on Upgrading to a Higher Group" form. The Certification department is best able to tell you what you need (and what you may already have) to move to Category 4.

If I take my Honour Specialist during the school year and submit it by May 31st, do I still get retroactive pay to September of this year? Or would the course have to be done before September to get that retroactive pay?

Please read the answer in question #1 regarding the difference between qualifications and how changes in pay are achieved. It doesn't matter whether you take the course during the school year or not, only that your new rating statement issued by the Certification department at Provincial Office reach payroll before May 31st.

If I have been approved for one Honour Specialist, can I take the other first?

While there are no rules regarding which to take first, if you have been pre approved for one specialist it would be wise to take that one first. If this is part of a double specialist towards getting a double Honour Specialist, please advise the Certification department of any changes in plans.

If I have a Master's degree and am already in Category 4, is it in my best interest to do an Honour Specialist even if I am not interested in being a department head or an administrator?

Several areas of concern are raised in this question. First of all, while a Masters may assist in getting to Category 4 and increase your pay, it is not necessarily related to the Honour Specialist qualification. Whether to do an Honour Specialist or not is a personal decision. The advantage in doing the Honour



NEW MEMBER RETREAT: FOLLOW UP

Specialist is that should your plans change in the next 25+ years of teaching, you will have already completed one part of the needed qualifications. With regards to being an administrator, please consult the Ontario Principals' Council website for more information on what qualifications are needed for these positions.

If I get my Physical Education, Senior Basic Qualification (Grades 11 and 12), am I qualified to teach Grade 9 and 10 Physical Education?

As I understand the question, Physical Education Part I, qualifies you to teach any Physical Education course.

Contract & Negotiation

Is there a rule about how long and how frequent staff and department meetings can be?

There is no written rule but there is an expectation that the length and frequency be reasonable. If a school had more than one of each of those meetings per month, on a regular basis, that would be unreasonable. We would also expect that they last no longer than between an hour and ninety minutes.

If you are away for two days you can be asked to go to the doctor ten days later for a note?

The contractual language for this question is misleading. You have ten days to provide the note. The request to get that note needs to be made within a reasonable length of time. Please note that the Peel Board has implemented a new attendance monitoring programme that goes beyond the Collective Agreement. A one day absence may trigger a request for a note because it may be part of a discernable larger pattern.

Benefits & Pension

Physiotherapy \$1000 for life?

The coverage is \$1000 per covered person per benefit year (Sept 1 – August 31).

Do I have to get a doctor's note each year to claim my massages?

You will need a new doctor's note twelve months from the last time you got one. This twelve month period does not necessarily follow the benefit year.

Do pre existing medical conditions affect life insurance?

Base life coverage (\$100,000) and the first \$25,000 do not require underwriting so you could choose these options without evidence of medical fitness. Any coverage in excess of these amounts would require evidence of insurability and any pre existing medical conditions could become evident.

At retirement, what happens to accumulated sick days exceeding 200?

Any remaining sick days disappear. They do not have any monetary value upon retirement and are not used in the calculation for the allowance on retirement.

When was the salary based LTD put in place?

The salary based LTD program (EIPP+) was put in place for those who began teaching in Peel after September 1, 2008. If you have questions regarding your level of coverage, contact Teachers Life at (416) 620 1140.