

Memorandum of Understanding Q & As

TABLE OF CONTENTS

| SECTION | PAGE |
|---|-------------|
| A. Fair Hiring Practices | 1 |
| B. Recognition of Teacher Professional Judgement in Diagnostic Assessment | 2 |
| C. Sick Leave | 3 |
| D. Benefits and Maternity Leave | 4 |
| E. Salary and Unpaid Days | 5 |
| F. Salary Grid Movement and Increments | 6 |
| G. Upgrading and Additional Qualifications | 7 |
| H. Retirement Gratuities | 8 |
| I. Implementing the MoU | 8 |
| J. Conciliation | 9 |
| K. Negotiating the MoU | 10 |

Collective Bargaining SPOTLIGHT

SECTION A

FAIR HIRING PRACTICES

A1. Why was a 'Fair Hiring Policy' provision negotiated into the MoU?

Most new teachers today will gain teaching experience initially as an occasional teacher (OT). Unfortunately, these experienced teachers are often passed over for employment when permanent positions become available. While it is not always known why an OT may be passed over, OECTA members have had concerns about nepotism and undue influence by school board officials in hiring. Furthermore, many boards do not have or adhere to established processes for hiring that provide transparency and consistency. As a result, OTs often spend numerous years on OT lists without having any clear process or feedback that would enable them to get hired into long-term assignments or permanent positions.

In this round of negotiations, OECTA was committed to ensuring that school boards have a clear and transparent hiring policy that would reduce nepotism and recognize the experience teachers gain from occasional work.

A2. How will the fair hiring policy work under the MoU?

The policy requires boards to create a 'long-term occasional teacher placement roster'. When hiring for long-term assignments or permanent positions, boards will interview and choose from the top five candidates on their long-term occasional teacher placement roster – ensuring that they have experience, are fully qualified, and in the case of permanent hires, have received a positive performance evaluation during a long-term assignment.

A3. How do I get on my board's long-term occasional teacher placement roster?

If an OT wants to be considered for either a long-term or permanent placement, they need to be on their board's long-term occasional teacher placement roster.

In some boards, such a roster may already exist, in others it may need to be created. In boards where such lists exist, they will continue as per local collective agreements and practice.

In all cases, teachers must have at least 10 months of seniority since their most recent date of hire as an OT, and have taught for at least 20 days during that 10-month period to be placed on a list or roster.

OTs who meet this qualification can request an interview with the school board to be placed on the long-term occasional teacher placement roster. Occasional teachers who request an interview with the board will be interviewed. The board will select, from the group of OTs interviewed, who will be assigned to the roster.

Questions about whether a list already exists for your board or how to arrange an interview should be directed to your local bargaining unit.

A4. How will the hiring of occasional teachers to long-term assignments work under the MoU?

Teachers who have been declared redundant or are supernumerary to a board will be placed in long-term assignments within their respective bargaining units in order of seniority. If there are no qualified redundant/supernumerary teachers, then a long-term occasional assignment will be posted for applications from occasional teachers on the long-term roster.

When a long-term occasional assignment becomes available the board must post the position and will hire from one of five OTs on the long-term occasional teacher placement roster who have applied for the position, have the necessary qualifications and have the highest seniority, to fill the vacancy.

Collective Bargaining SPOTLIGHT

An OT placed in a long-term occasional assignment must hold the required qualifications for the position, as per the *Education Act* and regulations. If there is no qualified OT on the roster or no qualified OT who accepts the position, the board will advertise to fill the position from other OTs who are not on the roster, but are OTs in the board. Finally, if there is no one available for the position, the board can hire from outside their OT list.

A5. How will the hiring of OTs to permanent positions work under the MoU?

Occasional teachers who are on the long-term occasional teacher placement roster and who have completed a minimum of one long-term occasional assignment that was at least four months long **and who have received a positive evaluation**, are eligible to apply for any teaching vacancy for which they have the necessary qualifications.

The five OTs from the roster who have applied for the vacant position, hold the required qualifications for the position (as per the *Education Act* and regulations), and have the highest seniority will be interviewed for the permanent teaching position. Following interviews by the board with the five OT candidates, the OT recommended by the board will be offered the position.

A6. What recourse do I have if I am interviewed but not selected for a position or placement on the long-term occasional teacher placement roster?

OTs who were interviewed but not selected may request a debriefing session to discuss what they can do to enhance their professional growth and improve their opportunities to be hired in the future.

Speak to your local bargaining unit about how to make a request for a debrief.

A7. As a part-time employee, will the MoU limit my opportunity to gain full-time employment?

No. The new MoU doesn't change any rights that permanent teachers have in their local collective agreements. This includes any local provisions or preferential entitlements providing access to postings for permanent positions – fractional or fulltime.

A8. Does the MoU change where new teachers start on the grid?

No. For new teachers hired into permanent positions and LTOs, current local collective agreements will continue to determine their initial placement on the grid.

A9. Why are some Catholic school boards and trustees opposed to the fair hiring policy?

School board officials have stated that the policy is an infringement of their 'management rights' to hire whomever they deem best for a position. Under the terms of the MoU, however, school boards maintain the right to hire. In fact, school boards have three opportunities to screen candidates for a permanent hire – first when they are initially hired as OTs, again before placing them on the long-term occasional teacher placement roster and finally at the selection stage for permanent teaching positions.

The MoU simply ensures that the process used to hire teachers will be fully transparent and fair to all those who apply for teaching positions.

SECTION B

RECOGNITION OF TEACHER PROFESSIONAL JUDGEMENT IN DIAGNOSTIC ASSESSMENTS

B1. Why was this provision negotiated into the MoU?

Many school boards have implemented prescriptive testing regimes, which dictate when diagnostic assessments must take place throughout the year irrespective of classroom or individual student needs. In recent years, board mandates for a large, centralized warehousing of test scores irrespective of the needs of the classroom or individual students has had a significant impact in the classroom as there is less time for student-teacher interaction. Testing is becoming a simply a data collection exercise.

Collective Bargaining SPOTLIGHT

B2. How will testing change now? Am I still expected to assess my students?

This provision in the MoU recognizes that teachers are committed to ongoing assessment of students and value diagnostic tests as one part of an effective and balanced assessment program. Teachers use their professional judgement everyday through a wide range of practices to assess students' learning before, during and after instruction.

Teachers will use their professional judgement to implement assessments they deem most beneficial, while selecting from a list of board-approved assessment tools to best fit their students' needs.

The MoU does not reduce or eliminate teacher assessment of student learning or change large-scale assessments such as those administered by the Education Quality and Accountability Office.

B3. Why are school boards opposed to this provision in the MoU?

School boards have claimed that they need regular and systemic data and they are concerned that teachers will 'opt-out' of assessing students.

It is true that school boards need data to make informed decisions regarding programs and system-wide allocation of resources. However, some tests are better suited for this need. There is an erroneous assumption by boards that more test scores equates to better decision-making. It is also incorrect to say that teachers can or will 'opt-out' of assessing their students.

Boards already have access to large quantities of data from EQAO, which tests students in Grades 3, 6, 9 and 10, and from the report card data for each individual student. Instead of testing each student three or four times a year to collect data for data's sake, the MoU ensures reasonableness and consistency throughout the system for the benefit of students, which allow teachers more time for instruction and support of their students. OECTA believes there is nothing that trustees should object to about that.

SECTION C

SICK LEAVE

C1. How many sick days will I now have under the MoU?

Teachers will be able to access 10 sick leave days at 100 per cent of salary.

C2. What if I need more than 10 sick days?

The MoU introduces a new Short Term Leave and Disability Plan (STDP). After a teacher has exhausted 10 days at 100 per cent of salary, additional sick days will be paid at 66.67% of salary, for a maximum of 120 days. This plan takes effect at the start of the 2012 school year.

A teacher may be eligible for 90% of his or her regular salary for up to 120 days based on one of the following:

- i) The length of the absence is five or more consecutive work days with required medical evidence provided to the adjudicator; or
- ii) The absence is due to an ongoing or intermittent medical condition such as a recurring illness or chronic condition, with required medical evidence provided to the adjudicator.

C3. What happens right now – my board has not signed the MoU or implemented a new collective agreement?

OECTA is in the process of negotiating collective agreements with Catholic school boards. Teachers who need to be absent due to illness should follow the same local procedures they did before to arrange for their absence. When the MoU is implemented, absences beyond the 10 sick days per year will be paid out at 90% of salary until such a time when the Short Term Leave and Disability Plan (STDP) is implemented. Once the STDP is in place, teachers will be paid at either 66.67% or 90% of salary based on the criteria described in answer C2 above.

Collective Bargaining SPOTLIGHT

**C4. Who will determine if I am eligible for benefits at 90% of my salary?
Is there an appeal process if I am denied?**

Eligibility for short-term disability benefits at 90% of regular salary (rather than 66.67%) is determined through a third-party adjudication process, based on a teacher's medical documentation. The adjudicator is the Ontario Teachers Insurance Plan (OTIP). School boards will not be involved in the adjudication process. The teacher is responsible for submitting the medical documentation to OTIP, however costs associated with obtaining this medical documentation will be paid for by the board.

All decisions of the third-party adjudicator are subject to appeals. Speak to your local bargaining unit about the appeal process.

C5. What if I am still sick after using the 120 days?

Teachers will be eligible to receive benefits from their local long-term disability plan. Although the MoU does not impact locally negotiated long-term disability plans at this time, the Association is in the process of reviewing all long-term disability plans to ensure that eligible teachers may move seamlessly from the STDP to a long-term disability plan. Questions about provisions and eligibility for long-term disability should be directed to your local bargaining unit.

C6. Do we still have personal days and other leaves, such as compassionate leave?

Bereavement, personal and other leave days, which are not linked to sick leave, continue unchanged as per local collective agreements.

Leave provisions that are deducted from sick leave for reasons other than illness (i.e., compassionate leave) will be granted under the terms of the 2008-12 collective agreement, up to a maximum of five days per school year without deduction of sick leave or loss of salary.

C7. What happens to the sick days I have currently accumulated? Can I use them when my 10 sick days are used up?

No. On August 31, 2012 your sick leave bank reverts to zero. On September 1, 2012, every teacher will receive ten (10) days that cannot be banked or carried forward to the next year.

If a member is eligible to receive a retirement gratuity, the number of banked sick leave credits you currently have will be used for the purposes of calculating your retirement gratuity only.

SECTION D

BENEFITS AND MATERNITY LEAVE

D1. What about my other benefits, like eye care and dental care – are these impacted by the MoU?

No. The MoU protects health and dental benefits (eye care, dental etc.) that were locally negotiated in the 2008-12 collective agreement. Questions about your supplementary health benefits should be directed to your local bargaining unit.

D2. I am pregnant – how will the MoU impact my maternity leave?

The application of maternity leave provisions is specific to the unique circumstances of every member. There are a number of variables involved, including; expected due date, when the member anticipates starting their leave, eligibility for Employment Insurance under the *Employment Standards Act* and any applicable provisions/benefits negotiated locally through Supplementary Employment Benefit (SEB) plans. Members need to speak with their local bargaining unit about what benefit they may expect given their specific circumstance.

Collective Bargaining SPOTLIGHT

The MoU provides that a member shall receive, **at a minimum**, 100 per cent of salary for not less than a six (6) week period following the birth of her child without deduction from sick leave.

Members may also be eligible to collect Employment Insurance benefits and/or any Supplementary Employment Benefits provided in the teacher's local collective agreement. The exact amount of this benefit will be determined based on individual circumstance. Questions about SEB plans and maternity leave provisions should be directed to your local bargaining unit.

D3. I was planning on using my sick days prior to my delivery, am I still able to do this?

The Short Term Leave and Disability Plan (STDP) provides for 10 sick leave days paid at 100% of salary. You could use those 10 days at full salary prior to the delivery, subject to your ability to currently access them under your local collective agreement. You may be eligible for 90% of your regular salary for the remainder of the time until you deliver if:

- i) The length of the absence is for five or more consecutive workdays with required medical evidence provided to the adjudicator.
- ii) The absence is due to an ongoing or intermittent medical condition such as a recurring illness or chronic condition with required medical evidence provided to the adjudicator.

Eligibility for payment of 90% salary will be determined by the third-party adjudication process, when implemented (see questions C2, C3 and C4). Until the adjudication process is implemented, boards must pay 90% salary for all absences due to illness beyond the first 10 days.

SECTION E

SALARY AND UNPAID DAYS

E1. Why has OECTA accepted a two-year wage freeze?

We have been on record from the outset in support of a two-year wage freeze as a reasonable measure to help manage and assist public-sector spending – as long as that freeze applies to everyone, including school board staff. Our members and their families are not unaware or insensitive to the economic crisis that has gripped the world. While we do not believe teacher salaries are the reason for the fiscal circumstances the province finds itself in, we understand that everyone is being called on to do their part to get our economy back on track.

E2. How long will my salary be frozen?

Under the terms of the MoU, wages will be frozen for two years. This means the same salary grid that was in effect during the 2011-12 school year will continue to be used to determine teachers' salaries in 2012-13 and 2013-14.

The MoU includes a 'partial freeze' on movement through the salary grid. For teachers who are 'on grid', this means that they will continue to move through the grid, however, the dollars associated with that move will not be a part of salary payments until the 97th day (mid-point of the year) onward; teachers who are moving on the grid will see their pay cheques increase, commensurate with their grid movement, on the 97th day of that school year.

It is important to emphasize that increased salary arising from movement on the grid due to changes in experience and qualifications rating will not take effect until the mid-point of each of the 2012-13 and 2013-14 school years.

Collective Bargaining **SPOTLIGHT**

E3. Why do we have to take unpaid days?

The original government parameters required that, in addition to a wage freeze, the teachers' salary grid be frozen for two years with no future opportunity to buy back those two lost years. This meant teachers who were moving on the grid would have carried the greatest share of the salary freeze, even though they are earning the least. Through negotiation, OECTA was able to secure increments for these teachers.

The movement on the grid is funded by having all OECTA teachers, principals and vice-principals take three unpaid days in the second year of the agreement (2013-14). This will result in an approximate reduction of 1.5 per cent (.5 per cent for each day) of take home pay in 2013-14.

E4. When will the unpaid days be taken off my pay cheque?

Details about how deductions will be made from pay cheques for the unpaid days in 2013-14 will be determined by local OECTA units in negotiation with their school boards.

E5. When are the unpaid days?

October 11, 2013
December 20, 2013
March 4, 2014

E6. Do I have to work on the unpaid days?

No. Teachers will NOT work on the unpaid days.

As a result of these unpaid days, there will be three fewer professional activity days in the 2013-14 calendar year. The number of in-class days for students remains unchanged.

SECTION F

SALARY GRID MOVEMENT & INCREMENTS

F1. Is there a new salary grid as a result of the MoU?

No. The MoU does not create a new salary grid. The same salary grid that was in effect for the 2011-12 year will continue to be in effect for the 2012-13 and 2013-14 school years. Nor does the MoU change the determination of initial placement on the grid for new hires. In the case of new hires into permanent positions the established practices identified in current collective agreements for initial grid placement shall continue.

F2. I am still 'on grid', how will my movement through the grid change?

Teachers who are 'on grid' will continue to move through the grid as they gain experience and qualifications in accordance with their respective collective agreements. Furthermore, all dates and deadlines for submitting documentation supporting movement on the grid are still in place in accordance with the collective agreement – check with your local bargaining unit regarding dates and deadlines for your board.

What will be different is that teachers will start to be paid for any movement on the salary grid after the 97th day of the school year.

For example, if a teacher concluded the 2011-12 school year at A4 year 5 and is A4 year 6 effective September 1, 2012 – they will continue to be paid at A4 year 5, until the 97th day of the 2012-13 school year, at which time they will then be paid at the A4 year 6 salary rate. On September 1, 2013 the same teacher will be A4 year 7 but will continue to be paid A4 year 6, until the 97th day of the 2013-14 school year – at which time they will be paid at the A4 year 7 salary rate.

Collective Bargaining SPOTLIGHT

F3. Will I get my increments?

Yes. Increments will be paid for experience and qualifications. The government's original parameter clearly stated that no teacher would receive their increments, and move through the grid during the 2012-13 and 2013-14 school years. Nor would they be able to recapture the lost increments. Our agreement means that every OECTA member will be on the correct grid placement at the end of the agreement.

F4. What does delayed payment of increments mean?

This means that teachers will continue to move on the salary grid based on both years of experience and qualifications. However, the dollars associated with that move will not be a part of your salary payment until the 97th day of the school year (midway point of the year) and onwards. At the conclusion of the agreement you will have gained all of the experience and qualifications to which you are entitled as opposed to the freezing of the grid proposed by the government.

SECTION G

UPGRADING & ADDITIONAL QUALIFICATIONS

G1. Will teachers still move on the grid if they complete additional AQ qualifications during the two years covered by the MoU?

Yes. Teachers will continue to advance along the grid based on their experience and qualifications.

If a teacher has taken a course to upgrade his qualifications, all grid category changes (A1-A2-A3-A4) that are applied after August 31, 2012 will continue as per the language/provisions in local collective agreements.

The dollars associated with that move, however, will not be part of salary payments until after the 97th day of the school year.

For example, a teacher who had a category rating of A3 and was at year 5 on the 2011-12 salary grid and who took the required courses to improve her qualifications to A4. According to her local collective agreement, after the appropriate notification to the school board, the teacher is recognized as category A4 year 6 effective as of September 1, 2012. The teacher continues to be paid at category A3 year 5 until the 97th day of the 2012-13 school year, at which time the teacher will begin to be paid at the A4 year 6 salary rate. At the beginning of 2013-14 the teacher will move to category A4 year 7 – but again, will continue to be paid at A4 year 6, until the 97th day of the 2013-14 school year, at which time she will be paid at the A4 year 7 salary rate.

G2. What if I am an LTO, will my Aqs still be recognized?

LTOs will continue to advance along the grid based on their experience and qualifications. The same delay to increment payments applies to LTOs who have upgraded their qualifications.

LTOs will receive the salary increase associated with their upgrade on the 97th day – assuming they remain in an LTO placement until the end of their assignment and are in an LTO placement on the 97th day of the school year. If an assignment ends by the 97th day of the school year and/or you are not in an LTO assignment by the 97th day, you will not receive the salary increase associated with the upgrade until your next LTO assignment.

G3. If I completed my upgrading this summer before the MoU is implemented will my increment payments still be delayed?

If a teacher has taken a course to upgrade his qualifications, all grid category changes (A1-A2-A3-A4) that are applied after August 31, 2012 will continue as per the language/provisions in local collective agreements.

The dollars associated with that move, however, will not be part of salary payments until the 97th day of the school year.

Collective Bargaining SPOTLIGHT

Members should be aware of their local collective agreement requirements regarding the processing of QECO documentation and the submission of the documentation their school board. Local unit presidents will be able to provide advice on specific requirements and deadlines related to QECO evaluations and category changes in collective agreements.

SECTION H

RETIREMENT GRATUITIES

H1. What will happen to my retirement gratuity?

If you are eligible for a retirement gratuity now, you will receive it when you retire. Check your local collective agreement to see if you are eligible. The payment will be based on your current number of banked sick leave credits you currently have, your current salary and years of service. In other words, if you calculate the value of your gratuity today, that is the payment you will receive on your retirement date.

No teacher hired after August 31, 2012 will receive a retirement gratuity.

SECTION I

IMPLEMENTING THE MOU

I1. How many school boards have signed on to the MoU?

Prior to the passage of the government legislation, four boards had publicly stated that they would abide by the terms of the MoU: Toronto Catholic District School Board; York Catholic District School Board; Brant-Haldimand Norfolk CDSB; and Huron-Superior CDSB.

I2. What about the boards that have said they will not sign the MoU? How will agreements get signed with them?

The government has passed the *Putting Students First Act* in the Ontario Legislature, which requires Catholic school boards to implement the provisions of the MoU. The government has also indicated that it will enforce the non-monetary provisions of the MoU through regulation and policy in addition to requiring Catholic boards to include these provisions in local OECTA agreements.

I3. Is there a need for local bargaining now that OECTA signed the MoU?

Yes. While this is an agreement between OECTA and the provincial government, it is not a collective agreement. The intention of the MoU is to provide a framework for negotiating local agreements. Even with the passage of the *Putting Students First Act*, which codifies in law the MoU, local collective agreements must still be negotiated. They must include the provisions of the MoU and may address any other local issues as deemed appropriate. Locally agreed to changes must also be ratified by a vote of members in each unit

I4. What impact does the *Putting Students First Act* have on the implementation of the MoU?

The passage of Bill 115, The *Putting Students First Act* means that the MoU OECTA signed with the provincial government on July 5, 2012 is now in effect and any uncertainty about the status of the MoU is removed. The MoU will be incorporated into OECTA collective agreements province-wide and will guide negotiations in every bargaining unit. Local bargaining is being undertaken and must be completed by December 31, 2012.

In addition, school boards cannot change the terms and conditions of collective agreements or lock-out employees nor can members undertake job actions of any kind.

I5. When do collective agreements need to be negotiated by?

As per the MoU, OECTA and Catholic school boards have until December 31, 2012 to have new collective agreements completed.

Collective Bargaining SPOTLIGHT

SECTION J

CONCILIATION

J1. What is conciliation?

Conciliation is a process by which a union or employer can ask the Ministry of Labour for help in resolving an impasse in the collective bargaining process. Conciliation must be applied for before either party can engage in a strike or lock-out. If the conciliation officer determines that an agreement is possible between the parties, a conciliation board may be appointed to help effect an agreement. If the conciliation officer believes an agreement cannot be reached, a notice is issued that no conciliation board will be appointed. This is also known as the issuance of a 'no board' report. On the 17th day following the issuance of a 'no board' report, the parties will be in a legal strike or lock-out position.

J2. If OECTA had an MoU, why did Catholic school boards file for conciliation?

Representatives for the Catholic school boards had been vocal in their opposition to the two non-monetary provisions included in the MoU, namely the fair and transparent hiring process and teachers' professional judgement in the effective use of diagnostic assessment. Under the urging of the Ontario Catholic School Trustees' Association (OCSTA) many Catholic boards applied for conciliation. If a 'no board' report had been issued those Catholic boards would have eventually been in a position to lock-out teachers and/or unilaterally change the terms and conditions of teachers' collective agreements. At that point they could have chosen to implement all the financial parameters and not implement the non-monetary provisions. They could also have sought to achieve additional financial concessions by stripping contracts.

J3. What happens to conciliation now that the government legislation has passed?

The passage of Bill 115, the *Putting Students First Act* has erased all uncertainty about the status of the MoU. The MoU will be incorporated into local collective agreements. This also means that school boards cannot change the terms and conditions of collective agreements nor can members undertake job actions of any kind.

J4. Which boards had applied for conciliation?

Approximately half of the Catholic school boards had applied to the Ministry of Labour for conciliation. A list of school boards that had filed for conciliation is on the OECTA website www.oecta.on.ca home page under Collective Bargaining Update.

J5. Why were some units taking strike votes?

OECTA was greatly concerned that school boards applied for conciliation without any local bargaining having taken place. Under conciliation, boards could move to impose changes to the terms and conditions that go dramatically beyond the provisions already agreed to in the MoU. Such provocative action by a school board would be met with labour action on the part of an OECTA bargaining unit.

Many OECTA bargaining units, where boards had applied for conciliation were scheduling strike vote meetings in preparation for the possibility that a school board unilaterally changed the terms and conditions of employment.

Now that the *Putting Students First Act* has passed and become law, school boards cannot change the terms and conditions of collective agreements, nor can members engage in any job action.

J6. I thought that the MoU specifically prevented conciliation and strike action – how could these actions have taken place?

Catholic school boards are not signatories to the MoU as they walked out of talks in the final hours. As such, until the passage of the government legislation, they were not bound by the provisions included in the MoU.

If school boards were granted a 'no board' report and moved to lock-out teachers or unilaterally change the terms of collective agreements, local OECTA units would have been compelled to respond with labour action.

Collective Bargaining SPOTLIGHT

School boards who took such action would have been acting outside of the MoU, so the provision regarding strike action would not have applied, and the Association would have responded in accordance with its rights under the *Ontario Labour Relations Act*, which include taking job action.

The government's *Putting Students First Act* is reflective of the MoU OECTA signed and includes language that prohibits conciliation and labour action over the next two years. Now that the Act has passed, board are not able to lock-out employees or change the terms and conditions of collective agreements. Likewise, employees are not able to undertake any job action.

SECTION K

NEGOTIATING THE MOU

K1. Why did OECTA negotiate the MoU with the government when other unions abandoned discussions?

OECTA chose to negotiate with the government to mitigate the impact of the government's fiscal targets and protect our members. OECTA negotiated an MoU with the government that ensured that newer teachers were not disproportionately impacted, provided income replacement for members in case of illness, and made key gains on non-monetary items that would improve the working conditions of our members.

The government stated in the spring of 2012 its intention to cut \$2 billion from education. The parameters it originally sought as a means to find these savings included a two-year salary freeze, grid movement freeze and slashing of teacher sick days. As well, to deal with unfunded liabilities, the government sought to eliminate sick banks and retirement gratuities.

The provincial budget incorporated these parameters and the school board grants that were issued following the budget were reduced to reflect government's fiscal target. The passage of the budget and grants made it clear to OECTA that the government was fully committed to imposing these savings and would introduce legislation if necessary to achieve them. Furthermore, OECTA knew that, in the context of reduced budgets, negotiations with Catholic school boards would be very difficult as they would seek deep concessions to teacher agreements to balance their budgets.

K2. Why did I not get a vote on the MoU?

The MoU was ratified by the OECTA Provincial Executive, who are your elected representatives, empowered to make decisions on behalf of OECTA throughout the Provincial Discussion Table (PDT) process. The agreement was also endorsed by the Council of Presidents, the body of locally elected representatives, at a special Council of Presidents meeting in July 2012. Members will get to vote on issues affecting their local collective agreements.

K3. Why do you consider this agreement "fair and reasonable"?

The government stated that they intended to find \$2 billion in cost savings in education. The parameters provided for means to find these savings including a freeze of increments, meaning that beginning teachers would not receive their increments for experience and qualifications, nor would they be able to recapture them. Our agreement allows for younger teachers to move through the grid. In exchange, every teacher, vice principal and principal will take three (3) unpaid days in the second year of the agreement. This means that the government's fiscal targets will be spread out evenly among the school community instead of just having newer teachers pay a disproportionate share of the cost savings. It ensures that no single group, such as new teachers, is unfairly targeted as a result of the fiscal restraints the government is requiring. The MoU ensured that restraint measures are distributed equitably across the Catholic schools. We believe this is fair and reasonable.

Collective Bargaining SPOTLIGHT

K4. Did we make any gains in the agreement?

YES. It is a vast improvement from the government's original parameters. The agreement is fair, equitable and responsible. We've been able to make some significant improvements on non-monetary issues through this deal such as ensuring a fair and transparent hiring process and providing teachers and school communities with the appropriate tools and mechanisms to inform instructional teaching practices and help students learn. We've been able to empower teachers, acknowledge teachers' professionalism and ensure they can exercise their professional judgement - issues that are important for teachers.

We have also been able to satisfactorily address the concerns that our members had with the government's parameters related to sick leave and the salary grid. There is no question that our teachers are in a much better position with this deal than they would be without it and we've been able to achieve it in a way that will support student achievement and not impact negatively on the classroom.

K5. How is this agreement good for education?

A significant element that we were able to negotiate will serve to enhance student learning. The agreement includes a fair hiring policy. That means that teachers will be hired based on qualifications and seniority. Nepotism won't be allowed anymore. Schools will have the best teachers in the classrooms. *What you know* not *who you know* will be the basis for hiring.

Another important gain we have achieved relates to the recognition of teachers' professional judgement. The agreement acknowledges that a teacher's professional judgement is the cornerstone of assessment and evaluation. Diagnostic assessment is used to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements about student learning during the learning cycle. Boards shall provide a list of pre-approved assessment tools consistent with their board improvement plan for student achievement and the Ministry PPM. In order to inform their instruction, teachers must utilize diagnostic assessments during the school year. Teachers shall use their professional judgement to determine which assessment and/or evaluation tool(s) from the board list of preapproved assessment tools is applicable, for which student(s), as well as the **frequency and timing** of the tool.

Furthermore, improvements made over the last eight years, including the addition of over 10,000 teachers province wide, were maintained as a result of the MoU. These positions significantly improve student learning conditions through added specialist teachers, reduced class sizes, and full-day kindergarten.

K6. Why did I find out about the agreement on the news?

We reached the agreement with the government early on Thursday, July 5 and had a plan to communicate the details of the agreement to local presidents and members. Unfortunately, Minister Broten provided details of the agreement in her press conference 10:30 a.m. Thursday. Under OECTA's procedures, we cannot provide details about the agreement until it is ratified by the provincial executive. A 1:00 p.m. press conference was scheduled following the provincial executive meeting where the agreement was ratified. Details on the agreement and a copy of the memorandum of understanding are now on the OECTA website for members. Ideally, informing our members would have happened after we had the chance to meet with our local presidents, but we had real concerns that if we did not make an announcement, details and misinformation about the deal would continue and it would be harder to explain later on.

Collective Bargaining SPOTLIGHT

K7. What about union solidarity? This agreement and the government legislation has had a big impact on other teacher unions?

Out of respect to the other teacher affiliates, we aren't going to comment on the status of other teacher affiliate negotiations. We did not publicly comment on their strategy during the last PDT process in 2008. We are not planning to change that now. OECTA's duty is to represent the interests of our teachers – just as we have always done - that is in fact a legal obligation. From the outset, we have said that we believe the best way to protect the interests of our members was by remaining at the table as long as progress could be made. We know that our members wanted to see a negotiated settlement that was fair and reasonable, rather than having the government's fiscal parameters imposed on them. We are pleased that we have been able to deliver that.

K8. It sounds like you've made some pretty significant concessions to the government in this deal. Would we take fewer concessions if you and the other unions banded together in a show of strength?

That is difficult to predict or comment on. We know that every school board has had their funding cut. We know from past experience that bargaining with Catholic school boards has been difficult even when there is money. We made a decision that it is better to negotiate with the government, mitigate the concessions they were seeking and get non-monetary items that will make teachers' lives in the classroom more productive. This decision provides for stability in schools, no strikes, no lockouts or further changes to our collective agreements. We reached a fair and responsible settlement that treats our youngest teachers fairly. This deal puts our teachers in a much better position than they would have been under the parameters that the government was going to impose. These decisions were not made lightly.

K9. Why did you decide to enter into a deal with the government that the trustees would not support?

We met with the government and the trustees for five months. It became clear that the focus for trustees was to protect the perks and benefits of senior administrators at school boards and to block any attempt we made to offer solutions that would direct more education dollars to the classroom or to minimize the impact of any agreement on our younger teachers. When the trustees walked away from the table we knew that if there was going to be a deal that was fair and equitable for our members and that protected the classroom for our students, the deal would be made with the government alone.

K10. Other unions didn't negotiate with the government. They didn't accept concessions on sick leave or retirement gratuity. Why did we?

School boards are being funded based on the government's parameters. Without a provincial agreement, school boards and teachers have to negotiate locally. Considering the restricted funding, savings have to be found somewhere. Our choice was to negotiate with the government and mitigate the losses and gain important non-monetary items, OR negotiate with school boards and hope that boards don't strip more from our collective agreements. Finally, a provincial agreement allows for stability and peace in our schools. Protecting our members and mitigating the impact of the original parameters the government set out have been of paramount importance. We know this deal does just that. It isn't easy facing the tough realities we have before us. Walking away or ignoring those realities is not responsible leadership. We made a difficult choice that we believe is better for every teacher and our schools. In the absence of an agreement with the government, the government's original parameter would have been effective September 1, 2012.

MD/aa