

Newsletter of the Delta Teachers' Association



TODAY

President's Column

Date: March 7, 2013

Issue: Issue #4

SUCCESS AT ARBITRATION

A number of long-standing Grievances have recently been resolved. What follows is a summary these agreements.

Grievance 136 (Severance Pay): Local Settlement Reached

This Grievance was initiated following the refusal of the Employer to pay Severance Pay to a teacher who had received Notice of Layoff, had applied unsuccessfully for Positions in the Spring Staffing Process, and had then been terminated. The teacher then applied for Severance Pay, pursuant to Article C.28 (Severance Pay) of the Provincial Collective Agreement, which gives a terminated employee the opportunity to elect to receive Severance Pay at any time within the 12 months immediately following termination.

The settlement, which is without prejudice and without precedent to the Parties, will provide the teacher with Severance Pay, calculated as per Article C.28 (Severance Pay). This settlement does not amend the Collective Agreement.

Grievance 138 (Positions of Special Responsibility): Local Settlement Reached

This grievance was initiated when the Principal of a Secondary School changed the allowances paid to Department Heads. This resulted in Department Heads doing a full-time job, but only receiving a partial allowance for their work. The Union was not consulted in this process.

As part of the Settlement Agreement, Department Head positions will be designated as either 1.0 FTE or 0.5 FTE, with allowances paid as specified in the Collective Agreement. If a Principal or the District intends to change the

FTE to anything other than 1.0 or 0.5, the Union must be consulted, and a new job description and allowance shall be negotiated. In addition, the Employer will provide the Union with a listing of the Department Head assignments for all schools. The Union may raise any concerns they have with the employer. The twelve Department Heads affected by this change shall also receive compensation as part of the Settlement Agreement.



Grievance 140 (Early Return From Mat. Leave): Resolved at Arbitration

This grievance addressed the circumstances of two elementary school teachers whose requests to return to work early from parental leave were denied. The Union asserted that the Employer's denial of their requests contravened the Employment Standards Act ("ESA") and constituted an improper exercise of management discretion. Arbitrator James Dorsey upheld the Grievance in a ruling issued on February 15th. His decision does not amend the Collective Agreement.

Arbitrator Dorsey found that parental leave must be requested no later than four (4) weeks in advance of the start of the leave, and that an employee can be required to designate the end date when s/he requests the leave. He also found that once the end date has been determined by the employee, there is no employee right to unilaterally change it. The return date can be changed, however, through "agreement of the employee and employer." The Union interprets this aspect of the decision to mean that the Employer can no longer unilaterally deny requests to return early as it did in the past, but instead must listen carefully to and consider the Employee's

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DTA Annual General Meeting ~ Tuesday, April 30, 2013

4:00 pm - Seaquam Secondary Library

This is the first call for nominations. Please contact Debbie at (debbie@deltateachers.org or 604-946-0391) at the DTA Office if you are interested in running for an executive or committee position.

reasons for opting for an early return to work from parental leave.

Arbitrator Dorsey also found that the Employer had improperly exercised its discretion regarding early returns when it issued a form letter to each of the Grievors in which it told them that they could return to work, provided they gave six (6) weeks notice. He found that the Employer's subsequent refusal of their requests (which were given with six weeks notice) was improper. He concluded that refusing the requests and adding a requirement that early return occur at a natural break in the school year, constituted an unlawful revocation of the Employer's initial exercise of managerial discretion. The two grievors received remedies which included lost wages and reimbursement for a forfeited child-care deposit.

Grievance 144 (Recall Rights/Seniority): Settlement Agreement reached by Mediation

This grievance was initiated when a teacher in a term-specific position was compelled to remain in the position past the stated end date, as the incumbent returned to work on a graduated basis. The teacher started at 1.0FTE, but the position was reduced to 0.8, 0.6 and eventually 0.4FTE. During this time, despite having passed the stated end-date of the assignment, the teacher could not leave the position to move into an existing full-time assignment.

Previously, a term-specific teacher covering for a teacher on Medical Leave was responsible for staying in the position until the full return of the incumbent. A teacher may have started at full-time, but would possibly see the assignment diminish over time, as the incumbent teacher worked a partial return.

According to the terms of the settlement, which was reached through a mediation facilitated by Wayne Moore, and which does not alter the Provincial Collective Agreement, a teacher who sees their FTE reduced by 0.4 or more due to the graduated return of the incumbent, may opt out of the decreasing term specific position at the next break in the school year. If the term specific teacher chooses not to opt out of the assignment, and the assignment is further reduced to below 0.5 FTE, the teacher may opt out of the assignment at the next break. In addition, the original grievor has been awarded the sick days, experience credit, and Seniority that he would have earned had he continued in a full-time assignment.



Part-Time & Job Share Meeting

Monday, March 11, 2013

4:00 pm - DTA Office

110 - 4977 Trenant Street, Ladner

Agenda:

- * Collective Agreement Provisions
- * Personnel Practice
- * Components of a Successful Job Share Partnership
- * Time to Network

Please contact the DTA office by phone (604-946-0391) or email (marilyn@deltateachers.org) to confirm your attendance.

TTOC Social

Date: Thursday, March 14, 2013

Time: 4:00 pm (or come when you can)

Place: ABC Country Restaurant

5124 Ladner Trunk

Ladner (Save on Foods Mall)

RSVP To:

Debbie, Delta Teachers' Association

Phone: 604-946-0391

E-Mail: debbie@deltateachers.org

Get together with TTOCs in the district for coffee and a discussion of issues related to working as a TTOC in Delta.



International Women's Day 2013

On International Women's Day, Canadians Participate in a worldwide celebration of women, peace and human rights. Canada's theme for International Women's Day 2013 is **Working Together: Engaging Men to End Violence against Women.**

As this theme suggests, violence against women affects us all, and everyone—men **and** women—must be part of the solution.

On International Women's Day 2013, we call on all Canadians to work together to end violence against women. Violence is not just a women's issue: men have key roles to play in making our country safe for everyone.

On International Women's Day and throughout International Women's Week 2013 (Sunday, March 3 to Saturday, March 9), join Canadians from coast to coast as we reflect on the impacts of violence against women and commit to helping end it.

Status of Women Canada