

**WELCOME BACK**

I hope you had a relaxing and enjoyable holiday and are returning to work ready to tackle the challenges of the last few weeks of the semester.

POLITICAL UNCERTAINTY

This has been an unprecedented year of turmoil and uncertainty in the education sector and it appears it will continue for some time. The imposed OECTA contract has stripped us of many previously negotiated benefits. Bill 115 took away our rights to bargain collectively with the employer. The court challenge is ongoing but this will be a long process. There may be a glimmer of hope depending on who is chosen as the next liberal Premier. Only time will tell.

On this note, I wish to thank everyone not only for your patience and support but also for the professionalism you have demonstrated throughout this ordeal.

RETIREMENT GRATUITIES

As per Ministry Regulation 2/13, if an employee is eligible to receive a retirement gratuity, the Board must provide the employee with a report, on or before May 31, 2013, that sets out the following information determined as of August 31, 2012:

- i. The number of days of sick leave credits accumulated by the employee.
- ii. The number of years of service that are counted in determining the employee's retirement gratuity.
- iii. The employee's salary at August 31, 2012
- iv. The amount of the employee's retirement gratuity, together with the calculation used to determine that amount.
- iv. Any conditions that affect the employee's eligibility to receive the retirement gratuity.

If the employee believes that any information in the report provided in accordance with the above is inaccurate, the employee must advise the Board of those inaccuracies on or before June 30, 2013.

GRATUITY WIND UP PAYMENT

According to our Collective Agreement, to be eligible for a gratuity you must have five years of service. For those with fewer than five years, the following applies. (Ministry Regulation 2/13)

If the employee had accumulated a sick leave credit gratuity as of August 31, 2012 but is not eligible to receive it for the sole reason that he or she has not met an eligibility requirement relating to number of years of service as an employee with the board, the employee is eligible to receive, by June 30, 2013, an amount for gratuity wind-up determined using the following formula:

$$(X/30) \times (Y/200) \times (Z/10)$$

in which,

"X" is the number of years of service as an employee with the board as of August 31, 2012,

"Y" is the lesser of 200 and the number of days of sick leave credits as have been accumulated by the employee as of August 31, 2012, and

"Z" is the employee's salary as of August 31, 2012

RETIREMENT

If you plan to retire sometime during the 2012-2013 school year, it is prudent to let the Board and OSSTF know as soon as possible so that there will be enough time to make appropriate decisions regarding pension, gratuity and post teaching benefit plans. District 10 will provide a package of information upon request.

INCLEMENT WEATHER

Every year, it seems, there is confusion about what teachers should do if inclement weather delays or prevents them from attending school.

Your obligation is to contact the school to say you will be late or absent for the day because of the weather. Board Regulations state that “staff employed by the Lambton Kent District School Board are expected to use reasonable diligence when traveling to their place of employment during periods of inclement weather”. In the case of fog, the expectation is that employees would report to their work site when conditions improve.

AMDA, 2013

The Annual Meeting of District Assembly will be held on Tuesday, May 7, 2013 at the Baldoon Golf Course in Wallaceburg. Please note the change in venue. Contact your Branch President if you would like to be a Delegate at AMDA, 2013. As an AMDA Delegate you are part of the decision making body which governs Federation activities. I encourage new members to get involved.

ON-CALLS

It has come to our attention that a few of our members were required to complete on-calls for colleagues (without advance notice) in what OSSTF considered to be “non-emergency” situations. Article 26 and 32 in the Collective Agreement specifically outline the on-call procedures. A principal or vice-principal may need to make short notice on-call assignments but these situations are to be restricted to true emergency situations. Please consider an emergency situation as one which is defined as a serious, unexpected and unplanned event requiring immediate action. Contractually, teachers may do five ½ period on-call assignments in a semester. Nothing in the imposed contract affects our current working conditions in this regard.

Barb Young, President
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