



fwtao

BARGAINING FOR WOMEN IN THE NINETIES



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FEDERATION OF WOMEN TEACHERS'
ASSOCIATIONS OF ONTARIO

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THE ISSUE: CLASS SIZE

FWTAO members express their concern over class size at every Annual Meeting through numerous resolutions. The FWTAO policy on class size was revised most recently at the 1988 Annual Meeting.

It is the policy of the Federation of Women Teachers' Associations of Ontario that no elementary class should exceed 15 students in number at the junior kindergarten level, 18 students in number at the senior kindergarten level, 20 students in number at the primary level and 25 students at the junior and intermediate levels, and that special consideration be given to factors such as physical and learning disabilities, socio-economic status, language, age of students, number of grades, cultural background and environmental conditions.

While political pressure to increase grants continues at the provincial level, you can do something in your own board to help reinforce this position. Make reduction of class size, particularly in the primary division, a bargaining priority this year. By doing so you will not only be improving the learning conditions of your students but also the working conditions of your own members, the majority of whom are classroom teachers in the primary and junior divisions.

Analyze the situation in your own board:

- ▶ What are the class sizes in the elementary schools?
- ▶ Do you have class size clauses in your agreement? Are they mandatory or "best effort" clauses? Are they set by grade level? By system averages?
- ▶ What kind of changes have occurred in the composition of the classes in your board over the last few years? What effects has integration had? When determining class size is any recognition/weighting given for children with identified special needs?

Find out the answers to these questions and then join your colleagues across the province in making reduction in class size a bargaining priority.



THE ISSUE: PREPARATION TIME

Over two-thirds of the members of FWTAO are classroom teachers. Over 65% of these women teach in the primary and junior divisions. Another 16% of our members are in special instruction, teaching subjects such as French, physical education, music. These are the very people who work on the front lines of a changing society. They see first how government cutbacks, fluctuations in the economy and changing social standards affect the children they teach. They adapt their curriculum and their teaching styles to provide individual attention to an increasingly complex student body. And they are being asked to do this with limited resources, inadequate support personnel and virtually no preparation time.

It is the policy of the Federation of Women Teachers' Associations of Ontario that every teacher shall have a minimum of 250 minutes per week free from teaching and non-teaching duties and that this preparation time shall be scheduled during the five hour instructional day.

In addition to working toward reduced class size, we need to press for adequate preparation time so that teachers can meet the individual needs of their students. Each teacher must be guaranteed a **minimum** allotment of preparation time, including primary teachers and part-time teachers. More time should be available if the teacher has students with identified exceptionalities. If your board of education is committed to providing quality education then they must be committed to smaller class sizes and adequate preparation time.

Find the facts in your system:

- ▶ Is there a provision for preparation time in your agreement? Is it mandatory or "best effort"? Does it guarantee a minimum period of time within the instructional day?
- ▶ Does preparation time vary with the grade levels? What is the situation for teachers in the primary grades?

Improve the learning conditions of the students in your system and the working conditions of your colleagues. Make preparation time a bargaining priority.



THE ISSUE: SENIORITY

Our collective agreements generally accept seniority as the major determinant for identifying who may be declared redundant to a school board; that is, who gets laid off first. While this issue may not seem as important when there is no redundancy, we must continue to work towards a fair seniority system for all women.

There are two common ways to measure seniority. The first, total employment with the board, recognizes all periods of service with the board even if there has been a break in the contract. The second method, **continuous** employment, recognizes a teacher's service only since the most recent date of signing a contract.

Since women interrupt service more often than men, a fairer method of calculating seniority uses **total** employment, recognizing different career patterns. Women break their service not because of a lack of commitment to career but due to various forms of discrimination, both past and present. In the past women were forced to resign when they married or became pregnant; this still affects our members today. For example, in 1988-89 2000 of our members were 55 years of age or over. Yet only 250 had sufficient years of service to qualify for a full pension.

Women teachers today still interrupt their careers. Many women take extended leave or work part-time during the early years of raising a family. As a result, their salaries, their years of experience, their benefits and even their seniority may be adversely affected -- all because the greater burden of home and child care responsibilities falls to them.

In addition, the method of determining seniority may affect our members adversely in identifying any surplus to positions of added responsibility (PAR). Many women attain such positions later in their careers than do their male colleagues. That means that they have more overall years of experience in education but fewer years in PAR. This can become a problem when the numbers of principals or vice-principals in a system must be reduced. Any redundancy scheme which recognizes only seniority in the position works against the advances that women have made in the last several years. If there is a need to declare a surplus in PAR, it should be based on seniority in the system

rather than seniority in the position (Article 17.03 of FWTAO Model Agreement).

Make the protection of your members a bargaining priority. Examine your seniority clauses:

- ▶ Is seniority defined by **total** employment?
- ▶ Does seniority continue to accrue during statutory maternity leave and extended parental leave?
- ▶ Do part-time teachers accrue seniority on the same basis as full-time teachers?
- ▶ Is seniority in the **system** used to identify individuals surplus to PAR?

If your answer to any of these questions is “no”, then your agreement doesn’t provide adequate protection to your members.



**THE ISSUE:
PART-TIME TEACHING**

In 1988-89 there were 4879 part-time teachers in the public elementary panel; 4609 of these were women. Women teachers have many reasons for working part-time. Many women who interrupted their careers to raise families attempted to get back into the workforce at a time of declining enrolment when only part-time positions were available. Once they accepted these jobs, many were locked into them. Women with broken service often have lower seniority so if surplus or redundancy occurs they are among the first to be released or have their assignments reduced. Because women continue to bear the major responsibility for child care, many choose to work part-time while raising a family. Some are forced to work part-time because adequate child care facilities are not available.

Whether teachers are in these positions by choice or by chance should not matter. What is important is that we ensure that part-time teachers, the overwhelming majority of whom are women, are treated fairly and equitably under our collective agreements. There are more part-time teachers in the elementary panel than there are principals. There isn't an EPC in this province that would forget about negotiating improved salaries or conditions for principals. Yet they often forget about the needs of their part-time colleagues.

It is the policy of the Federation of Women Teachers' Associations of Ontario:

- *That teachers teaching part-time be granted full-time credit for seniority purposes.*
- *Experience toward a permanent contract be based on the period of continuous employment.*
- *When a part-time teacher wishes to teach full-time, and when a full-time teaching position becomes available, the part-time teacher will be given priority and preference based on seniority, to fill the full-time position.*
- *A change from a full-time to a part-time teaching position, or a reduction in a part-time teaching position, shall be by mutual agreement of the teacher and the board.*

Examine your agreement to see what protections are available to your part-time teachers:

- ▶ Do your part-time teachers have access to full-time positions before teachers are hired from the outside?
- ▶ Are teachers who accept part-time assignments for a limited period guaranteed the right to return to full-time at a specified date?
- ▶ Does your agreement recognize full seniority for part-time teachers?
- ▶ Does your agreement contain clauses on job-sharing?

If your answer to any of these questions is "no" then your agreement has room for improvement.



THE ISSUE: PARENTAL RIGHTS

It used to be that women teachers who became pregnant were forced or encouraged to resign. The law now guarantees some maternity leave, but women who have children today can still document a litany of penalties they face for child-bearing.

Let's take the example of Mary and John Doe who both work as teachers for the Best Board of Education. They are both at year 3 in category A4 and they make \$36,000 each. John and Mary decide to have a baby.

What happens to Mary? Mary and John do not have a choice of which one of them will bear the child or which one of them will assume the physical conditions associated with pregnancy and child-bearing. John will be supportive, but the job is all Mary's. Mary will take some form of pregnancy leave, probably the statutory leave of 17 weeks. Although the law guarantees Mary a job upon return from this leave, Mary is not necessarily guaranteed her same class or even her same school. While on leave, Mary will lose over \$15,500 in salary. UIC will pay her \$5445. That's a difference of \$10,000. Lucky Mary! Mary may lose credit toward her increment and toward her seniority for the period she is on leave. And Mary may have to pay both her share and the board's share of premiums for any insured benefits she carries.

What happens to John? John stays in school, continues to get paid, continues to accrue credit for seniority and increment and continues to have the board pay its share of his insured benefits. John is congratulated, patted on the back and viewed by all as a responsible family man. John will probably get a day or more off with pay to watch Mary have a baby.

What can you do to help remedy this and to recognize the important role that women like Mary play in today's society? Start by having a look at your collective agreement:

- ▶ What are the provisions for pregnancy leave? For extended leave?
- ▶ Does a teacher on such a leave continue to accrue credit for increment and seniority?

- ▶ Do you have paid parental leave? Do you have a UIC Supplemental Unemployment Benefits (SUB) plan?
- ▶ Does the board continue to pay its share of insured benefits during parental leave?
- ▶ What are the provisions for adoption leave?
- ▶ Are there any protections against unsafe working conditions for a pregnant teacher?

When you find the answers to these questions, you'll probably find there is much room for improvement in your agreement. Don't be swayed by the opposition. Society already recognizes a commitment to children. This commitment takes many forms: public education, child welfare services, family allowances, tax deductions for dependents, and more. Society's commitment shouldn't begin at birth. It should begin with the recognition of the role that women play in the workforce, in the home and in the continuation of society itself. You can help start that commitment by making improved parental rights a bargaining priority in your board.



THE ISSUE: AFFIRMATIVE ACTION

Women make up over 70% of all educators in the public elementary schools in this province, yet they hold only 15% of the principalships and 35% of the vice-principalships. This imbalance is not due to a lack of ability or lack of career interest among women teachers. Rather women face severe barriers to advancement within our school systems, barriers often created by outmoded attitudes or unfair promotion procedures. Boards are drawing 85% of their principals from fewer than 30% of the people available. That's not only unfair to women, it's unfair to the entire system.

Both the *Charter of Rights and Freedoms* and the *Ontario Human Rights Code* provide for affirmative action or "special programmes" designed to achieve equal opportunity for women. For several years, delegates to the

FWTAO Annual Meeting have unanimously supported resolutions specifying that affirmative action programmes in all school boards be a foremost goal.

It is the policy of the Federation of Women Teachers' Associations of Ontario that there be equal career opportunity for women in all school board jurisdictions across the province, through affirmative action programmes.

After intensive lobbying by FWTAO, the government extended its incentive fund to promote affirmative action in school boards to December 1989. In response to FWTAO's continued demand that affirmative action be mandatory, the Minister of Education announced in March 1989 that boards would be required to develop affirmative action policies and plans by September 1990, to designate a senior official responsible for plan coordination, and to set a goal of 50% representation by women in positions of supervisory officer, principal and vice-principal. "From now on," said the Minister, "employment equity will be the rule, not the exception." This announcement complements the statement by Judge Rosalie Abella in her 1984 *Report of the Commission on Equality in Employment* – "What is needed to achieve equality in employment is a massive policy response to discrimination."

In boards with demonstrated on-going commitment to affirmative action, women hold a higher proportion of positions of added responsibility than in boards which have made little or no effort.

Examine the situation in your board:

- ▶ How many women teachers are in the elementary panel in your board? How many men?
- ▶ How many of the women hold positions of added responsibility?
- ▶ How many women are interested in promotion?
- ▶ What is your board doing about it?
- ▶ What are you doing about it?

You can help implement the goal of our Annual Meetings by bringing clauses on equal opportunity and affirmative action to the negotiating table.

Women are concerned with all aspects of their collective agreements. Ensuring appropriate grievance procedures, just cause provisions, adequate leaves for education and other reasons, are all important issues that must be addressed. And each article and clause in the agreement should be examined for any special impact on women.

In addition, adequate salary levels must be negotiated. Any economic increase that does not at least equal the increase in the cost of living means a real decrease in salary. Also we are seeing many more additional costs and taxes. While we must all contribute our fair share to making our municipalities, province and country run the way we think they should be run, we should not be made to pay more than other partners in our system. Additional salary increases to maintain at least the same standard of living may need to be negotiated under such circumstances.



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