

Implementation Memorandum of Understanding

OSSTF MOU

- Once appended, forms part of the collective agreement.
- Terms and conditions are in effect as per the OLRA
 - Until a new agreement is bargained; or
 - Until after “no board” report when terms can be legally altered (i.e. same as legal strike date)

Acts and Regulations

- Legislation that governs certain terms and conditions.
- Ed Act Reg 1/13 – the sick leave regulation expires on the later of:
 - August 31, 2014
 - A new collective agreement being agreed to
 - A “no board” report being issued

Government Memos

- B Memos and SB Memos
 - include government interpretations of regulations and direction to Boards
 - This interpretation could be used in grievance arbitrations
- LR Memos
 - agreed upon interpretations by OSSTF, Boards, and the Government from the Implementation Committee
 - As per the MOU, this interpretation is precedent setting for grievance/arbitration

ISSUES

- Grid Movement
- Maternity Leave
- Benefits
- VLAP
- Gratuity/Wind-Up
- Job Security
- Sick Leave

Grid Movement

- Grid movement will occur in 2013/2014 1 year from when it occurred in 2012/2013
- Responsibility or extra allowances (ex post-grad degrees) are NOT delayed

Maternity Leave Benefits

- Effective May 1, 2013
- The new plan is the better of:
 - 8 weeks at 100% of salary; OR
 - A blended plan of the current plan with the first 6 weeks at 100%
- The 100% weeks are portable over unpaid time periods

Benefits

- Status quo as of August 31, 2012 with appropriate progression (ex. ODA rates date)
- Board-paid premiums for OSSTF owned plans must increase at inflationary rate

Unpaid Days

- NO mandatory unpaid days for Support Staff or Occasional Teacher bargaining units

VLAP

- Employees may take up to 5 unpaid days in the 2013/2014 school year
- These days are recognized as Approved Leaves of Absence by the OTPP and OMERS
- Net salary savings from all OSSTF units are applied to offset the cost of the March 7th unpaid day for the Teachers' Bargaining Unit

VLAP

- Members must request the day(s) at least 2 weeks in advance
- Staff absences from a specific site beyond 15-20% could result in refusal of the request
- No additional limitations are allowed beyond those in the MOU

Gratuity/Wind-Up

- Gratuity calculations are based on CA language and formula. Members were to be informed last spring
- For those not meeting CA criteria for gratuity, Wind-Up payments, based on MOU formula, were to be paid out by the end of June (or Oct at request of BU).
- Salary for both should be annualized for those on partial leaves in 2011/2012

Job Security – Support Staff Only

- No member should be redundant unless there has been declining enrolment in the Board or funding cuts to specific areas
- Redundancy can be no more than the corresponding decline in enrolment or funding
- Attrition **MUST** reduce the number of redundancies

SICK LEAVE PLAN

- Days are provided at the beginning of an assignment or year and do not accumulate from year to year.
- Access to the 100% days is for absence due to sickness or injury as defined in the 2008-2012 collective agreement. Access to the 90% days is limited to personal illness including medical appointments.
- There can be no new third party adjudication process to determine eligibility for sick leave that was not already in place as of August 31, 2012

SICK LEAVE PLAN

- Former provisions for days off with pay and not chargeable to sick leave are unaffected

SICK LEAVE PLAN

- Full-time members receive 100% of salary for 11 sick leave days and then 90% of salary for an additional 120 days of short term sick leave
- Part-time members who work only part of the year have the 11 and 120 allocations pro-rated to the length of their assignment

Ex. Work Sem 1 only OR 2.5 days/week
= 5.5 days and 60 days

PRO-RATING ISSUES

- Boards also have a practice of pro-rating sick leave for those who work part-time every day of the year based upon their FTE status
- An employee who works $\frac{2}{3}$ of a day all year long gets recognized as a 0.67 FTE
- The board pro-rates sick leave as $11 \times 0.67 = 7.37$ sick days and $120 \times 0.67 = 80$ short term leave days

OSSTF Proposal for Implementation

- Everyone who works every day of the work year is allocated 11/120 “occurrences” of a sick day.
- 11 days at 100% of the salary normally earned on that day and 90% for the following 120 days

The OSSTF Proposal for Implementation

- Partial sick days are only used when someone is absent for part of his/her normal work day
- There is only pro-rating for people who work part of a year (including part of a week schedules)

Implementation Committee Decision

- LR2 states:
“Each employee who is working every day of a full school/work year is entitled to 11 occurrences of sick leave at 100% pay and an additional 120 occurrences of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.”

SHORT-TERM LEAVE AND DISABILITY PLAN TOP-UP (STDPT)

- On-going part of the Sick leave Plan
- It is a top-up to allow absences in the 120 day/90% period to be paid out at 100% of salary
- Top-up = 11 – # of sick leave days used in previous year
- 3 top-up days = 30 days of top-up in the 120 day period (only 10% of a top-up day is needed to move salary from 90% to 100%)

Long Term Assignments

- Members in full year assignments receive 100% of salary for 11 sick leave days and then 90% of salary for an additional 60 days of short term sick leave
- Both allocations are pro-rated for partial year assignments

Absent on First day of School

- If present on last day of previous year, full allocation granted for immediate use
- If absent on last day of previous year,
 - For same illness, continued use of previous year's allocation
 - For new illness, full new allocation granted for immediate use

Important!

- For members starting the year with a ***reduced*** assignment due to illness, whether new or same illness as previous year,
 - A full new allocation is granted for immediate use
 - Member gets full salary for part of day worked, and uses new allocation of sick leave for part of the day absent

WSIB and /or LTD

- In boards where WSIB benefits could be augmented with sick leave, the augmentation continues for up to 4 years with no deduction from sick leave
- In boards where such augmentation didn't exist, for members on a gradual return to work from WSIB or LTD, salary can be augmented using sick leave

SHARED SAVINGS INITIATIVE (SSI)

- Applies in 2013/2014 year only
- Employees will receive one day's pay if they:
 - take less than 6 sick days in the year
 - have taken an unpaid day (mandatory or VLAP)
- Incentive for judicious use of sick leave (board interest)
- Compensation for a lost day of pay (union interest)

PENSION IMPLICATIONS – OMERS

- Sick leave paid at 90% of salary will result in either:
 - deductions by the employer continuing at 100% of salary, so no pension implications; or,
 - deductions ceasing until member returns to work when an elimination leave period will be identified by the employer.
 - Member will be able to purchase leave by paying own contributions which will be matched by the employer, so no pension implications once purchase has taken place.

PENSION IMPLICATIONS – OMERS

- VLAP (unpaid) days taken may be established as credited service by the member under the regular leave of absence rules (i.e. 2x contributions). It is optional for members to purchase all or part of the unpaid leave as credited service.

PENSION IMPLICATIONS – OMERS

- SSI payment for attendance (one-time payment) does not form part of contributory earnings and will be excluded from the calculation of credited service which determines the value of a future pension.

PENSION IMPLICATIONS – TPP

- Sick leave paid at 90% of salary requires that full pensionable salary be reported. Deductions by the employer will continue at 100% of salary, so no pension implications.
- Mandatory unpaid days will result in pension deductions on full salary, so no pension implications.

PENSION IMPLICATIONS – TPP

- VLAP (unpaid) days may be established as credited service by the member under the regular leave of absence rules (member pays contributions).
- SSI payment for attendance does not form part of contributory earnings and will be excluded from the calculation of credited service which determines the value of a future pension.