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2013: B2

MEMORANDUM TO: Directors of Education
Secretary/Treasurers of School Authorities

FROM: Gabriel F. Sékaly
Assistant Deputy Minister
Elementary/Secondary Business and Finance Division

DATE: **January 3, 2013**

SUBJECT: **Technical Clarifications to the Memoranda of Understanding**

The Lieutenant Governor in Council has now made an order under the *Putting Students First Act* that sets the terms for collective agreements across the education sector. This action concludes a negotiations process that began in February of 2012. With collective agreements in place by statute, we have every expectation that these two years will be ones of continued focus on improving the learning experience and achievement levels of all of our students.

I am writing today to advise you that, based on discussions between the government and education stakeholders, regulations have been filed that clarify some of the provisions in the memoranda of understanding (MOUs) negotiated between the Ministry of Education and the education sector unions. These changes to the MOUs are to be incorporated into local collective agreements and are in addition to the enhancements introduced as a result of local agreements reached between boards and unions that are described in the memorandum of January 2, **2013:B1 – Enhancements to the Memoranda of Understanding.**

OVERVIEW OF CHANGES TO MEMORANDA OF UNDERSTANDING FOR PURPOSES OF CLARIFICATION

A. Salary Increases

No school board employee will receive an across-the-board salary increase during the two-year term of the agreements. However, where an employee's contract before the restraint period provided for an increase in vacation time based on years of service, that increase in vacation (which could include payment in lieu) is permitted.

B. Grid Movement

Grid movement practices vary depending on board policies and the requirements of collective agreements. In general, recognition of grid movement will take place 97 school days after grid movement occurs. The 97-day provision applies to all support staff with grid movement who bargain collectively, all principals and vice-principals, as well as employees on contracts with an annual salary of less than \$100,000 who do not bargain collectively. For non-teaching staff, the regulations provide a formula for grid movement that occurs more than once in a school year.

C. Unpaid days

All teachers (with the exception noted below), principals, and vice-principals must take off three unpaid days on professional development days in the 2013-14 school year. All non-teaching staff who are eligible for grid movement under their collective agreement, including staff governed by the MOU between the Ministry of Education and the Association of Professional Student Services Personnel (APSSP), and employees on contract with an annual salary of less than \$100,000 who do not bargain collectively, must take off one unpaid day on professional development days in the 2013-14 school year. Teachers governed by the Memorandum of Understanding between the Upper Grand District School Board and the Ontario Secondary School Teachers' Federation District 19 Teachers' Bargaining Unit are required to take unpaid days as per the terms of that MOU. Occasional and continuing education teachers, as well as non-teaching staff who are not eligible for grid movement under their collective agreement, are not required to take unpaid days in 2013-14.

The "unpaid days" requirement continues to apply, even if an employee is at the top of the grid and therefore does not actually move on the grid.

D. Short Term Leave and Disability Plan

1. Sick leave credits: Under the new system, all board employees, including new employees, will be eligible for sick leave credits for illness, with the exception of those employees who were not eligible to bank sick day credits under the previous sick leave regime. The new regime includes: a 10-day allocation of sick days funded at 100 percent of the employee's annual salary, with 120 days funded at 66.67 percent of the employee's annual salary, or at 90 percent, if so determined through an adjudicative process.

Teachers on long-term assignments are eligible for a number of sick days as determined by regulation, while the prorated number of sick days for part-time employees is determined by board policy as of August 31, 2012.

Employees who are not able to be at work for the first day of the fiscal year because of illness or injury will be entitled to their full allocation of sick leave credits provided that they submit a proof of illness or injury as required by board policy in place on August 31, 2012, or existing contracts, and provided that they have not used sick leave credits towards the end of the previous fiscal year with respect to the current illness or injury.

2. Carry-over days: All employees will be permitted to carry over, to the next fiscal year only, any unused sick leave credits from their annual 10-day sick leave allocation. These carry-over days can only be used to top up the STLDP days funded at 90 percent of the employee's annual salary. For transition purposes, for 2012-13, two days of sick leave top-up credits will be deemed available for top-up purposes. This means that an employee can top up 20 days from 90% to 100% based on these two sick leave top-up credits provided in 2012-13. These two deemed days cannot be carried forward or otherwise accumulated.
3. Unused sick leave credits: Sick leave credits from the prior fiscal year cannot be used in the current fiscal year with the following exception. Where an employee has become ill or injured in the prior fiscal year and is unable to start work in September and receive the current fiscal year allocation of sick leave credits, that employee will be permitted to draw on unused sick leave credits that were allocated for the previous fiscal year as long as it is for the same illness or injury that occurred in the prior fiscal year.
4. Maternity leave: All employees who were previously entitled to accumulate sick leave credits will be eligible to receive a minimum of six weeks of support, at 100 percent of salary through a combination of Employment Insurance (EI), and school board funding. The two-week waiting period required by EI will be fully funded by boards, with boards topping up EI benefits for the subsequent four weeks. If the employee is not eligible to receive EI, the benefit is to be funded by the board at 100 percent of salary. The employee's sick leave allocation will not be affected. The practice with respect to maternity benefit payment over holidays and summer months is governed by local collective agreements. Where boards already have plans that provide benefits beyond the six week period noted above, those more generous benefit provisions would prevail.

It should be noted that a teacher filling a long-term assignment is not entitled to this benefit beyond the term of the assignment.

5. Workplace Safety and Insurance Board (WSIB) top up: Boards are responsible for topping up WSIB benefits to 100% of salary for those

employees who, as of August 31, 2012, were eligible to apply unused sick leave credits for top-up purposes. These top-up payments are to be made for period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.

E. Retirement Gratuities

No employee is eligible to accumulate retirement gratuities of any kind after August 31, 2012. The regulation clarifies that, in addition to sick leave credits, a “retirement gratuity” is defined as also including, but not be limited to, early retirement incentive plans, and contributions to a registered savings plans.

The regulation outlines the provisions for calculating retirement gratuities payments for all staff accumulated prior to August 31, 2012, including the payment requirements in the event of the death of the employee where such provision existed in the 2008-2012 agreements. It also requires a board to disclose to its employees how the payout of retirement gratuities is calculated by providing a report to the affected employee by May 31, 2013, the accuracy of which can be challenged by the employee no later than June 30, 2013. These provisions apply equally to employees who bargain collectively as well as those who do not bargain collectively.

F. Post-retirement benefits

To clarify alignment with the terms for employees that bargain collectively, the regulation stipulates that employees who do not bargain collectively and who retire prior to September 1, 2013, are entitled to continue to pay into the benefits plan that is designated in their respective employment contract. Boards are required to contribute to the plan of the retired employee if the contract provides that such contributions continue. Employees who do not bargain collectively and who retire on, or after September 1, 2013, will contribute to a plan that is segregated from the plan that is supported by current employees.

If you require further information, please contact:

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Original signed by

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Assistant Deputy Minister

cc: Superintendents of Business and Finance
Tim Hadwen, (A) Assistant Deputy Minister, Labour Relations
Patricia Sorbara, Chief of Staff

Attachments