

# **Memorandum of Understanding 2013**

**Between**

**The Ministry of Education**

**And**

**Canadian Union of Public Employees – Ontario School Board Coordinating Committee**

In the interest of promoting an improved environment for learning and teaching, the above- mentioned parties have reached this Memorandum of Understanding (2013 MOU) which augments the CUPE MOU of December 31, 2012 (2012 MOU).

The Government expects and shall make best efforts to ensure that the following agreed to items shall be expeditiously appended to, and form part of, the existing local collective agreements without amendment:

- Non-vested Retirement Gratuity for Employees
- Sick Leave/Short Term Sick Leave Disability Plan
- Offsetting Measures
- Specialized Job Classes
- Letter of Understanding - Job Security for Support Staff – addendum

The Government will make every appropriate effort to ensure that School Boards understand and implement the MOU, and will take measures to support that outcome.

Dated this 10 day of May, 2013, Toronto, Ontario

For the Union

Terri Preston  
Sylvia Poon  
Whurston-Nealey  
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For the Government

Sir Sandals  
George Zegans  
Mr. [Signature]  
Jim Hodges  
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### **Clarification of Existing MOU**

The Government shall issue a memo to school boards providing clarifications of the 2012 and 2013 MOUs as set out in the chart attached as Appendix A.

## **Non-Vested Retirement Gratuity For Employees**

### **Replace Section C, paragraphs 6, 7, 8, and 9, with the following:**

The minimum years of service for retirement gratuity shall be defined as the lesser of the contractual minimal service requirement in the 2008-2012 collective agreement, or ten (10) years.

Those employees with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2012. These employees shall be entitled to a Gratuity Wind-Up Payment calculated as the lesser of the board's existing amount calculated under the board's collective agreement as of August 31, 2012 (or board policy as of that date) or the following formula:

$$\frac{X}{30} \times \frac{Y}{200} \times \frac{Z}{4} = \text{Gratuity Wind-Up Payment}$$

X = years of service (as of August 31, 2012)

Y = accumulated sick days (as of August 31, 2012)

Z = annual salary (as of August 31, 2012)

For clarity, X, Y, and Z shall be as defined in the 2008-2012 collective agreement or as per policy or practice of the board for retirement gratuity purposes.

The Gratuity Wind-Up Payment shall be paid to each employee by the end of the school year.

The pay-out for those who have vested Retirement Gratuities shall be as per ONT. REG. 2/13 and 12/13 made under the PUTTING STUDENTS FIRST ACT, 2012 and ONT. REG. 1/13 and 11/13 made under the EDUCATION ACT.

## **Sick Leave/Short Term Sick Leave and Disability Plan**

**Amend Section D. i) I by adding:**

**For clarity, "employee" includes any employee other than a casual employee as defined by the local collective agreement or by the mutual agreement of the local parties. Where there is no agreed definition, a casual employee shall be defined as an employee who is not regularly scheduled to work. In addition, any casual employee who was entitled to sick leave under the 2008-2012 collective agreement will continue to be entitled.**

**Amend Section D by deleting iv) 3 a) b) and c) and replacing them with the following**

- a) A member of CUPE employed by a board to fill a long-term assignment position that is a full year for that employee's job class shall be eligible for the following sick leave credits during a board's fiscal year, allocated at the commencement of the long-term assignment:
  - 1. Eleven (11) days of Sick Leave paid at 100% of regular salary.
  - 2. Sixty (60) days per year of Short Term Sick Leave paid at 90% of regular salary.
- b) A member of CUPE who is employed by a board to fill a long-term assignment position that is less than a full year for that employee's job class shall be eligible for eleven (11) days of Sick Leave and sixty (60) days of Short Term Sick Leave as per section 3 a), reduced to reflect the proportion the assignment bears to the length of the regular work year, and allocated at the start of the assignment.
- c) A long term assignment shall be as defined in the 2008-2012 collective agreement. Where no such definition exists, a long term assignment will be defined as twelve (12) days of continuous employment in one assignment.

## **Provincial Benefits Plan**

**Amend Section I to add:**

**The Government, and in particular the Ministry of Finance, commits to a full discussion with CUPE about the establishment of a provincial benefits plan.**

**The province agrees to provide funding which will include administration costs, legal costs, and costs of experts needed to undertake any studies and research required.**

## **Specialized Job Classes**

**Amend Section J to add:**

- 1. Where there is a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the parties may use existing means under the collective agreement to adjust compensation for that job class.**

**Letter of Understanding - Job Security –addendum**

**Amend Section M to add:**

- 7. In the event that the current collective agreement contains job security provisions which are superior to the above, such existing provisions shall prevail.**

## **Offsetting Measures**

**Replace Section N, with the following:**

**1. There is no requirement for employees to take an unpaid day.**

**and**

## **Voluntary Unpaid Leave of Absence Program For all Bargaining Units**

1. In order to provide potential financial savings to the Board, a Voluntary Unpaid Leave of Absence Program (VLAP) shall be established for all CUPE bargaining units effective May 1, 2013.
2. Employees may apply for up to five (5) unpaid leave of absence days for personal reasons in each year of the Collective Agreement.
3. Requests for unpaid days shall not be denied provided that, if necessary, there are expected to be enough available staff to cover for absent employees, and subject to reasonable system and school requirements.
4. For voluntary unpaid leave days, which are scheduled in advance for the 2013-2014 school year, the salary deduction will be equalized over the pay periods of the 2013-14 school year provided the requests are made in writing by May 31, 2013.
5. Voluntary unpaid leaves shall be reported as approved leaves of absence for the purposes of OMERS.



## Appendix A: Clarifications of 2012 and 2013 MOUs

Issue	Clarification
<p>1. <u>Maternity Leave</u></p> <ul style="list-style-type: none"> <li>Some boards are not providing the bridging to EI after birth.</li> </ul>	<ul style="list-style-type: none"> <li>Employees on long-term assignments are to have access to the EI bridging, where permitted under EI rules.</li> </ul>
<p>2. <u>Maternity Leave</u></p> <ul style="list-style-type: none"> <li>Some boards not providing full 6 weeks if over a "non-paid" period.</li> </ul>	<ul style="list-style-type: none"> <li>Boards are to provide 6 full weeks of maternity benefits.</li> </ul>
<p>3. <u>Top-up Bank</u></p> <ul style="list-style-type: none"> <li>Some boards are not providing in 2012-13, the transition year, an employee with a 2 day allocation (prorated for P/T employees).</li> </ul>	<ul style="list-style-type: none"> <li>The Regulation provides for 2 day top up to be prorated for FTE status.</li> </ul>
<p>4. <u>Top-up for Return to Work</u></p> <ul style="list-style-type: none"> <li>Regulation prohibits top-up on return to work while on WSIB or LTD benefits</li> </ul>	<ul style="list-style-type: none"> <li>The government will recommend an amending regulation so that those on WSIB or LTD and on a return to work shall be eligible for top up on days worked.</li> </ul>
<p>5. <u>Salary Grids</u></p> <ul style="list-style-type: none"> <li>CUPE employees not getting their increments following the one-half of the employee's regular work year.</li> </ul>	<ul style="list-style-type: none"> <li>Bargaining units are eligible for salary grid movement following ½ of the employees regular work year.</li> </ul>
<p>6. <u>Long-term Assignments</u></p> <ul style="list-style-type: none"> <li>Only long-term teachers recognized for benefits like sick leave.</li> </ul>	<ul style="list-style-type: none"> <li>Regulation has been updated to recognize all long-term employees.</li> </ul>
<p>7. <u>Sick Leave Access</u></p> <ul style="list-style-type: none"> <li>New hires are excluded from sick leave.</li> </ul>	<ul style="list-style-type: none"> <li>Regulation is clear; sick leave applies to the class of employee that previously had access to sick leave – new hires are included.</li> </ul>
<p>8. <u>OMERS</u></p> <ul style="list-style-type: none"> <li>Some boards are not remitting OMERS contributions based on 100% of the employee's regular pay while on sick leave.</li> </ul>	<ul style="list-style-type: none"> <li>The board will continue to deduct and remit OMERS contributions based on 100% of the employee's regular pay.</li> </ul>

Issue	Clarification
<p>9. <u>The use of miscellaneous days for the purpose of the top-up</u></p> <ul style="list-style-type: none"> <li>• Whether employees are automatically entitled to the two compassionate days.</li> </ul>	<ul style="list-style-type: none"> <li>• The days are at the discretion of the Director of Education as per the collective agreement and board practice.</li> <li>• Not to be an across the board denial. Duty of school board to consider the individual case.</li> </ul>
<p>10. <u>Adjudication Process</u></p> <ul style="list-style-type: none"> <li>• CUPE does not have an adjudicated process in all cases.</li> </ul>	<ul style="list-style-type: none"> <li>• Articles 2 and 3 of the Short-Term Leave and Disability Plan section of the CUPE 2012 MOU contemplate a two-step assessment process by a board.</li> <li>• A board will do an initial assessment based on the evidence presented as may be required under CUPE local collective agreement.</li> <li>• Where a board can make an assessment that does not require medical expertise, the board will grant the leave at 90 percent. Otherwise, the board may seek a 3rd party assessment.</li> </ul>
<p>11. <u>Job Security</u></p> <ul style="list-style-type: none"> <li>• How the protected complement is defined.</li> </ul>	<ul style="list-style-type: none"> <li>• Not intended to allow trade-offs between classification groups within complement where one expands and another is declining.</li> </ul>