

## MEMORANDUM OF UNDERSTANDING

Between

THE GOVERNMENT OF ONTARIO  
(hereinafter called the “Government”)

- and -

ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION  
(the “Union”)

## MEMORANDUM OF UNDERSTANDING

*The following is an abridged document created by the TDSB PSSP Bargaining Unit that encompasses those six parts of the MOU agreed to in the Memorandum of Settlement dated June 25, 2013.*

### **Job Security – OSSTF/FEESO Support Staff**

1. The existing FTE (full time equivalent) complement as of March 5, 2013 in all OSSTF support staff job classes will be maintained until August 31, 2014. For clarity, a job class is defined as per existing collective agreements or the past practice of the parties in implementing surplus provisions.
2. Staffing provisions contained in the 2008-12 collective agreements with regard to surplus and bumping will continue.
3. Notwithstanding the above, layoff of permanent employees, after the date of signing of this agreement, can occur, only in the following circumstances:
  - a. A catastrophic or unforeseeable event or circumstance;
  - b. Declining enrollment ; or
  - c. Funding reductions directly related to services provided by bargaining unit members.
4. Where complement reductions are required pursuant to the 3 (b) or (c) above, they shall be achieved as follows:
  - a. In the case of declining enrolment, staffing reductions shall occur at a rate not greater than the rate of student loss, and
  - b. In the case of funding reductions, staffing reductions shall not exceed the amount of such funding reductions.

5. Reductions as may be required in 3 (b) and (c) above shall only be achieved through lay-off after consultation with OSSTF/FEESO on alternative measures, which may include:
  - a. Priority for available temporary, casual and/or occasional assignments;
  - b. The establishment of a permanent supply pool where feasible;
  - c. The development of a voluntary workforce reduction program (contingent on full provincial government funding).
6. Every effort should be made to minimize necessary layoffs through attrition. Notwithstanding the above, a board may reduce their complement through attrition.
7. This letter of understanding expires on August 31, 2014.
8. In the event that the current collective agreement contains job security provisions which are superior to the above, such existing provisions shall prevail.

### **Maternity Benefits**

Effective May 1, 2013, an employee who was previously entitled to maternity benefits under the 2008-2012 collective agreement will continue to be entitled to these benefits. In addition, the benefits are also available to:

- Employees hired in a term position or filling a long-term assignment, with the length of the benefit limited by the term of the assignment
- Any other full-time employee (for this purpose defined as greater than 24 hours per week)

Employees on daily casual assignments are not entitled to maternity benefits.

Eligible employees on pregnancy leave shall receive a 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of not less than eight (8) weeks immediately following the birth of her child, subject to provisions in the 2008-2012 collective agreement, but with no deductions from sick leave of the Short Term Leave Disability Program (STLDP).

Employees not eligible for a SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (i.e. summer, March Break, etc), the remainder of the eight (8) weeks of top up shall be payable after that period of time.

Employees who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.

For clarity the aforementioned eight (8) weeks of 100% salary is the minimum for all eligible employees, but where superior entitlements exist in the 2008-2012 Collective Agreement, those superior provisions shall apply.

Notwithstanding the above, where a bargaining unit so elects, the SEB or salary replacement plan noted above will be altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits contained in the 2008-2012 collective agreement. For example, a 2008-2012 Collective Agreement that includes 17 weeks at 90% pay would result in 6 weeks at 100% pay and an additional 11 weeks at 90%.

### **Voluntary Unpaid Leave of Absence Program (VLAP)**

1. In order to provide potential financial savings to the Board, a Voluntary Unpaid Leave of Absence Program (VLAP) shall be established for all OSSTF/FEESO 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 casual 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 period of the 2013-14 school year provided the requests are made in writing by May 31, 2013.
5. It is understood that teachers taking a voluntary unpaid leave day shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities including but not limited to preparation of report cards and exams.
6. Requests for voluntary unpaid leave of absence days will not normally include the first week following the start of each semester (other than an August PD day), the week prior to the start of exams, and the exam period.
7. Voluntary unpaid leaves shall be reported as approved leaves of absence for the purposes of the Ontario Teachers' Pension Plan and OMERS.
8. The Board will report unpaid VLAP days to each OSSTF/FEESO Bargaining Unit based on the names of applicants and the total approvals on a monthly basis.

9. All net savings achieved by the Board as a result of VLAP days being utilized shall be applied to Offsetting Measures below.

### **Attendance Recognition**

A Shared Savings Initiative (SSI) shall be established in every bargaining unit. The SSI shall operate as follows:

Individual member sick leave usage for the 2013-2014 school year shall be as per the definition for sick leave in the 2008-2012 collective agreement and shall be determined as of June 30, 2014.

If a permanent regular day school teacher bargaining unit member's usage is below six (6) full days of his/her days' absence then the member shall receive a payment equivalent to his/her daily rate. Annual compensation is not to exceed what would have been paid in the absence of unpaid days.

For OSSTF/FEESO members, other than permanent regular day school teachers, the payment shall be equal to a member's regular daily rate of pay and shall be contingent upon the member having taken a VLAP day during the term of this collective agreement.

The payment shall be made at the earliest opportunity following June 30, 2014.

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

Sick Leave days

1. An employee who was previously entitled to sick leave under the 2008-2012 collective agreement will be entitled to this sick leave plan. In addition the sick leave is also available to:
  - Employees hired in a term position or filling a long-term assignment, with the length of the sick leave limited by the term of the assignment.
  - Any other full-time employee (for this purpose defined as greater than 24 hours per week)
2. Each school year, an employee shall be paid 100% of regular salary for up to eleven (11) days of absence due to illness. Illness shall be defined as per the 2008-12 local collective agreement. Part-time employees shall be paid 100% of their regular salary (as per their full-time equivalent status) for up to eleven (11) days of absence due to illness. Such days shall be granted on September 1 each year, or on the employee's first work day of the school year, provided the employee is actively at work and shall not accumulate from year-to-year.

3. Where an employee is absent due to sickness or injury on his or her first work day in a fiscal year, a sick leave credit may only be used in respect of that day in accordance with the following:
  - a) If, on the last work day in the previous fiscal year, the employee used a sick leave credit due to the same sickness or injury that requires the employee to be absent on the first work day in the current fiscal year,
    - i. the employee may not use a sick leave credit provided for the current fiscal year in respect of the first work day, and
    - ii. the employee may use any unused sick leave credits provided for the immediately preceding fiscal year in respect of the first work day.
  - b) If 3 a) does not apply, the employee may use a sick leave credit provided for the current fiscal year in respect of the first work day if, for the purpose of providing proof of the sickness or injury, the employee submits,
    - i. the information specified for that purpose in the employee's employment contract or collective agreement, or
    - ii. if such information is not specified in the employment contract or collective agreement, the information specified for that purpose under a policy of the board, as it existed on August 31, 2012.
  - c) If an employee is absent due to sickness or injury on his or her first work day in a fiscal year, section 3a) and b) also applies in respect of any work day immediately following the employee's first work day until the employee returns to work in accordance with the terms of employment.
  - d) For greater certainty, the references in section 3a), b) and c) to a sickness or injury include a sickness or injury of a person other than the employee if, pursuant to the definition of illness in section 2, the employee is entitled to use a sick leave credit in respect of a day on which the other person is sick or injured.
  - e) A partial sick leave credit or short term sick leave credit will be deducted for an absence due to illness for a partial day.
    - i. However, WSIB and LTD providers are first payors. In cases where the employee is returning to work from an absence funded through WSIB or LTD, the return to work protocols inherent in the WSIB/LTD shall take precedence.
4. Any leave of absence in the 2008-12 Collective Agreement that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per

school year. Local collective agreements that currently have less than five (5) days shall remain at that number. Local collective agreements that have more than five (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

5. For the purpose of section 2, if an employee of a board is only employed to work for part of a year, the employee's eligibility for sick leave credits shall be reduced in accordance with the policy of the board, as it existed on August 31, 2012. If hired after the beginning of the fiscal year, a full-time employee is entitled to the full allocation of sick leave credits as per sections 2 and 8.
6. The Board shall be responsible for any costs related to third party assessments required by the Board to comply with the Attendance Support Program. For clarity, current practices with respect to the payment for medical notes will continue.
7. The Parties agree to continue to cooperate in the implementation and administration of early intervention and return to work processes.

#### **Short Term Sick Leave**

8. Each school year, an employee absent beyond the eleven (11) sick leave days paid at 100% of salary, as noted in section 2 above, shall be entitled up to an additional one hundred and twenty (120) days short term sick leave to be paid at a rate of 90 per cent of the employee's regular salary if the employee is absent due to personal illness including medical appointments and as per the board adjudication processes in place as of August 31, 2012.
9. Short-Term Sick Leave days under the Short-Term Leave and Disability (STLDP) shall be treated as traditional sick leave days for personal illness including medical appointments.
10. The Board's Disability Management Teams shall determine eligibility for the Short-Term Leave and Disability Plan (STLDP) subject to the terms and conditions of the 2008-2012 collective agreement and/or board policies, procedures and practices in place during the 2011-2012 school year.

#### **Short Term Leave and Disability Plan Top-up (STLDPT)**

11. For employee absences that extend beyond the eleven (11) sick leave days, employees will have access to a sick leave top up for the purpose of topping up salary to one hundred percent (100%) under the Short Term Leave and Disability Plan.

This top up is calculated as follows:

Eleven (11) days less the number of sick days used in the prior year.

12. In 2012-13, the transition year, each employee shall begin the year with two (2) days in the top-up bank.
13. In addition to the top-up bank, compassionate leave top-up may be considered at the discretion of the board. The compassionate leave top-up will not exceed two (2) days and is dependent on having two (2) unused leave days in the current year. These days can be used to top-up salary under the STLDP.
14. When employees use any part of a short term sick leave day they may access their top-up bank to top up their salary to 100%.

### **Long Term Assignments**

15. A member of OSSTF/FEESO 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.
16. A member of OSSTF/FEESO 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 15, reduced to reflect the proportion the assignment bears to the length of the regular work year, and allocated at the start of the assignment.
17. 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.

### **LTD Plans for Support Staff**

18. If the Long Term Disability Plan contained in the 2008-2012 collective agreement requires a waiting period of more than 130 days, the 120 day short term sick leave period referenced above shall be extended to the minimum waiting period required by the plan.