

**MEMORANDUM OF SETTLEMENT**

of all outstanding matters in dispute

Between:

**The Crown in Right of Ontario**

as represented by Management Board of Cabinet

("the Employer")

- and -

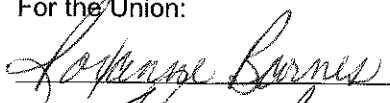
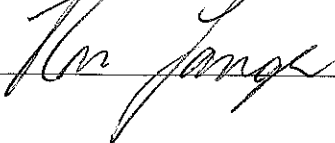
**Ontario Public Service Employees' Union**

("the Union")

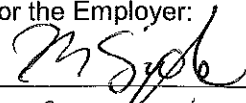
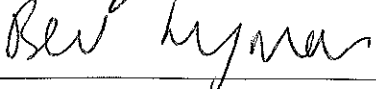
1. The parties agree, subject to ratification by both parties, to the terms and conditions of the Central Collective Agreement as amended by the following agreed to items. Ratification by both parties shall be deemed to have occurred on the latest date on which ratification occurs by the employees in the bargaining unit and by Cabinet. The ratification process will be completed by both parties on or before \_\_\_\_\_, unless agreed otherwise.
2. The renewal of the Central Collective Agreement shall be effective on the date of ratification by both parties and shall expire on the 31<sup>st</sup> day of December 2017.
3. Except as provided otherwise in the terms of the Memorandum of Settlement, any changes to benefits shall be effective on the first day of the month following the month in which ratification by both parties occurs.
4. Except as provided otherwise in the terms of the Memorandum of Settlement, all other changes to the most recently expired Collective Agreement shall be effective on the date of ratification by both parties.
5. The renewal Collective Agreement shall be in the form of the most recently expired Collective Agreement, as amended by the attached. It is understood that some editing and renumbering may be necessary and the parties shall appoint an editing committee for that purpose.
6. The undersigned unanimously agree to recommend these terms of settlement as attached to their respective principals and, in the case of the signatories for the Union, to the bargaining unit employees.
7. All issues in dispute are hereby withdrawn.

Dated at Toronto, this 22<sup>nd</sup> day of September 2015.

For the Union:

  
\_\_\_\_\_  
  
\_\_\_\_\_

For the Employer:

  
\_\_\_\_\_  
  
\_\_\_\_\_

M. Riccardi

R. M. ...

Elizabeth ...

Cheryl ...

Tr. White

~~...~~

Edney ...

D. ...

~~...~~

Johanne Bourgeois

M. ...

John Berry

Steve Crossman

R. ...

M. ...

J. ...

Amarel ...

Jennifer Burtis

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~~...~~

W. ...

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## **1. QUALITY OF PUBLIC SERVICES**

Add a new Appendix, amend Appendix 14 and Article 20:

**NEW APPENDIX**

[Date of Ratification]

### **QUALITY OF PUBLIC SERVICES**

#### **1.0 Preamble**

- 1.1 The Employer and the Union share a commitment to ensuring that the citizens of Ontario receive high quality public services, delivered in a manner that is effective, transparent, accountable and efficient.**
- 1.2 The parties agree to explore options to encourage dialogue on how the delivery of public services could be improved. The parties agree they have a shared interest in retaining and promoting an experienced and stable workforce.**

#### **2.0 Notification**

**2.1 In the event the Employer is proposing an initiative that would directly result in:**

- (i) bargaining unit functions or jobs to be provided by another employer; and**
- (ii) the transfer of or issuance of a surplus notice alert under Art. 20.1.2.1 for at least 150 employees covered by this collective agreement, the Employer agrees that, prior to its final decision, it shall notify the Union of such initiative.**

#### **3.0 Public Services Review Committee (PSRC)**

**3.1 Upon the notification as set out in 2.1, the Union and the Employer will engage in the following process:**

- a) The Employer and the Union will establish a Public Services Review Committee (PSRC) which will discuss and review the planned initiative under consideration, including one or more of the following actions:**
  - i) Providing relevant information to enable meaningful discussion on how the planned initiative meets the Government's objectives;**
  - ii) Considering alternative approaches, including any proposal put forward by the Union that the parties agree meets the government's objectives of the planned initiative; and**
  - iii) Analyzing current collective agreement provisions to assess the impact on affected employees.**
- b) The parties may agree on the use of an independent third party to act as a committee Facilitator for the sole purpose of encouraging mediation between the parties. The costs of the Facilitator will be equally shared by the parties.**
- c) The PSRC will have equal representation from the Union and the Employer and will meet as often as it determines necessary recognizing that the process set out in paragraphs 3.1 (a) and 3.1 (b) above, must be completed within 30 days following the notice given in 2.1 above, unless the parties mutually agree to extend such time limit.**

4.0 Confidentiality

4.1 The parties agree that any discussions, disclosure or information revealed as part of or in any way related to this Appendix shall remain confidential as between the parties and shall not be communicated, disclosed, disseminated or publicized in any manner by the Union.

5.0 Budget privilege

5.1 Notwithstanding the process set out above, discussions or decisions of the Crown that are part of confidential matters in the Provincial budget, budget papers and budget bills will not be subject to any aspect of this Appendix.

6.0 Arbitrability

6.1 The parties agree that no aspect of this Appendix will be grievable or arbitrable or form in any way the subject matter of any complaint, cause of action, demand, or application before any court or tribunal save and except for a grievance alleging a failure to follow the process set out in Article 3.1. The parties further agree that in the event such a grievance is filed, time is of the essence and any such grievance must be fully resolved by a tribunal within seven (7) calendar days after being filed. The parties further agree that any such grievance or the related grievance mediation and/or arbitration process shall not impede, delay or affect the Employer’s decision-making process including but not limited to any decision regarding whether to implement an initiative pursuant to Article 2.1.

7.0 Management Rights

7.1 The parties agree that decisions regarding how an initiative pursuant to Article 2.1, is in any way effected, executed, implemented and/or approved remains with the Employer. For greater certainty, nothing in this Appendix restricts the Employer’s management rights (Article 2), except as stated in this Appendix.

...

APPENDIX 14

Revised January 24, 2013 [date of ratification]

SUCCESSOR RIGHTS

...

APPENDIX “A” – OBLIGATIONS OF THE EMPLOYER TO EMPLOYEES AFFECTED BY THE SALE

Where a transaction is a sale of a business, the parties agree that the Employer shall have the following obligations to employees affected by the sale:

- The employment of employees who are transferred to the successor employer is not terminated or severed and the service and seniority of such employees shall be carried over to the successor employer. The Employer shall not be liable to any employees who are transferred to the successor employer for any payment of termination or severance pay, or any other entitlements or obligations under the Central, Unified and Correctional Collective Agreements between the Employer and the Union. **Notwithstanding the foregoing, the Employer shall provide such employees with payments, if any, in accordance with Article 53 or 78 accrued to employees with respect to employment up to the date of the transfer. Such payments under Articles 53 or 78 shall set off any future severance payments which may be owed by the successor employer to employees, in accordance with the Employment Standards Act.**

## ARTICLE 20 – EMPLOYMENT STABILITY

...

### 20.5 TUITION REIMBURSEMENT

20.5.1 On production of receipts from an approved educational program within twelve (12) months of layoff, an employee shall be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000.00).

20.5.2 Where an employee takes a program or course with the approval of the Employer, for the purpose of upgrading his or her employment-related skills, the Employer shall defray all or part of the tuition in accordance with the Employer's normal policy.

**20.5.2.1 The provisions of Articles 20.5.2 and 20.5.3 shall only apply where an employee's position has been identified for surplusting in connection with the transfer of bargaining unit work/functions such that either Appendix 14 (Successor Rights) or Appendix 9/18 applies, and only where Article 20.6 applies to such employees. Article 20.5.1 shall not apply to employees to which Articles 20.5.2 and 20.5.3 apply.**

**20.5.2.2 On production of receipts from an approved educational program within twelve (12) months of layoff, an employee may be reimbursed for tuition fees up to a maximum of fifteen thousand dollars (\$15,000.00). In the alternative, on production of an invoice from an approved educational program within twelve (12) months of layoff, the invoice for tuition fees will be paid directly to the institution up to a maximum of fifteen thousand dollars (\$15,000.00). The Employer shall ensure such funds are advanced in a timely manner so that registration can be assured, and that such requests are not unreasonably denied.**

**20.5.2.3 The parties will confirm the period of length of any such education/retraining program, but agree that in no case will it extend beyond twelve (12) months from the date of approval from the Employer. This education/training time period shall not be counted for the purposes of the twenty-four (24) month recall period (Article 20.6.5(e)), and thereby can extend the recall period from twenty-four (24) months to up to thirty-six (36) months.**

**20.5.2.4 In the event the Employer makes an offer(s) to recall the employee at any point during education/retraining period, the employee may:**

- (i) elect to return to accept the offer and begin work before the completion of any remaining education/retraining period; or**
- (ii) elect to reject the recall offer because there is still time remaining in the education/retraining period and the employee wishes to complete the education/retraining. In this case, 20.6.5(d) (forfeit of recall rights if fail to accept appointment to position) shall not apply.**

### CAREER TRANSITION ALLOWANCE

**20.5.3.1 If the employee does not elect to access the enhanced education/training entitlements set out above in 20.5.2.2, upon the expiry of the twenty-four (24) month recall period and exit from the Ontario Public Service, the employee will receive a career transition allowance of \$15,000.00.**

...

**2. INFORMATION TO NEW EMPLOYEES**

Amend Article 5 as follows:

**ARTICLE 5 – INFORMATION TO NEW EMPLOYEES**

...

- 5.4 All newly hired Fixed-Term, Flexible Part-time, Seasonal, and Regular Part-Time employees shall be informed in writing within thirty (30) days of hire of their benefits and the option to enroll in these benefits.**

**3. POSTING AND FILLING OF VACANCIES OR NEW POSITIONS AND MASS CENTRALIZED RECRUITMENT**

Amend Article 6 and Appendix 39 as follows:

**ARTICLE 6 – POSTING AND FILLING OF VACANCIES OR NEW POSITIONS**

...

- 6.1.2.1 Notwithstanding Article 6.1.1 above, the Employer may hire qualified candidates in rank order who previously applied for the same vacancy or new position provided that a competition was held during the previous fourteen (14) months following the closing date of the posting and was within 125 kilometres of the work location of the previously posted position, and provided that the position has cleared surplus. The Employer in these circumstances is not required to post or advertise the vacancy or new position. Where the Employer uses this provision, it shall notify the Local Union President where the vacancy or new position exists, five (5) ~~ten (10)~~ working days prior to filling the vacancy or new position. The five (5) working day period can be waived with mutual agreement by the parties. (FXT, SE)**
- 6.1.2.2 Candidates that decline a job offer under Article 6.1.1 shall continue to retain their rank on the eligibility list for future vacancies or new positions filled under Article 6.1.2.1. Where the Employer uses the provisions set out in Article 6.1.2.1, a candidate being offered a position may, at his or her option, decline the position and the position will be offered to the next highest ranked candidate. Once a position has been accepted by the candidate, he or she will no longer be considered for future vacancies or new positions based on the original competition. (FXT, SE)**

**The Employer shall establish an eligibility list of qualified candidates for each position based on the results of a competitive process. The Employer is not required to fill positions through article 6.1.2.1 when exercising its discretion to fill a vacancy. The eligibility list shall only be shared with the respective Local Union President where the vacancy or new position exists when the Employer reaches back to a competition for the first time.**

...

- 6.6.1.1 With the agreement of the Union, the employee and the Employer, an employee shall be assigned to a vacancy where:**
- (a) the vacant position is identical to the position occupied by the employee, and**
  - (b) the vacant position is in the same ministry as the position occupied by the employee, and the provisions of Articles 6.1.1, 6.2, 6.3, 6.4 and 6.5 shall not apply.**
- 6.6.1.2 Where an employee holds a French Language Services (FLS) designated position the employee can laterally transfer to a non-designated position.**

Furthermore, where an employee has a FLS designation at the required level achieved in the last two (2) years and has all current requirements, they can laterally transfer from a unilingual position to a FLS designated position.

...

6.8 Where the job specification for a posted vacant position is not available online, or where an employee does not have access to the intranet, upon written request to the Employer, an employee shall be given a copy of the current position specification applicable to the position they are making application to prior to the closing of the job competition.

6.9 Reference checks are not required on candidates who are not being considered for a job offer.

...

#### APPENDIX 39 – MASS CENTRALIZED RECRUITMENT PROCESS

#### APPENDIX 39

Revised [Date of Ratification] January 24, 2013

#### MASS CENTRALIZED RECRUITMENT PROCESS

#### LETTER OF UNDERSTANDING

It is agreed that:

...

c) The Employer shall advise candidates of their individual rank order upon the completion of the competitive process under paragraph (b) **and the Employer shall pull from the list in rank order.**

...

d) If the Employer decides to fill any positions that it has elected to post under this Article, the Employer will make job offers to qualified candidates from the eligibility lists for each position in accordance with Article 6.1.2 **and in accordance with the rank order set out in paragraph (c).** If the most qualified employee offered a position rejects the Employer's job offer he or she shall remain eligible and retain his/her rank for further offers.

...

g) The eligibility list shall be shared with the respective MERC chairs. The respective MERC chairs shall be notified when the Employer intends to go to the eligibility list to fill a vacancy **and the notification shall include the name of the employee and the competition date.**

...

4. JOB TRADES

Amend Article 10 as follows:

**ARTICLE 10 – WORK ARRANGEMENTS**

...

10.3 JOB TRADE

...

10.3.2 Regular employees who hold full-time, **flexible part-time** or regular part-time positions are eligible to trade jobs, ~~except for those employees who are on notice of lay-off pursuant to Article 20 (Employment Stability) of the Central Collective Agreement.~~ **An employee may trade jobs with an employee in receipt of notice of layoff pursuant to Article 20 (Employment Stability).**

...

5. LOCAL AND MINISTRY NEGOTIATIONS

Amend Article 16 and Appendix 29 as follows:

**ARTICLE 16 – LOCAL AND MINISTRY NEGOTIATIONS**

...

16.5.2 Seniority lists of seasonal employees for each ministry, where applicable, including the employees' names, employee ID number, ~~date of continuous service~~ **date of original hire and total seniority hours where available**, ministry, classification, position title and location shall be maintained and provided to the appropriate MERC Co-Chairs twice annually. The appropriate timing for this disclosure should be discussed at the MERC.

...

**APPENDIX 29**

Revised [Date of Ratification] **January 24, 2013**

**MINISTRY EMPLOYEE RELATIONS COMMITTEES**

...

**MINISTRY EMPLOYEE RELATIONS COMMITTEE**

**TERMS OF REFERENCE**

...

**The parties agree that MERCs may review available statistics related to workplace violence that may arise from the nature of the workplace, the type of work, or the conditions of work.**

...

**The MERCs may discuss how the ministries can better utilize lateral transfers, job trades and conversions to**



fill vacancies within the ministries. Notwithstanding this, health reassignment will always be the first priority.

...

## 6. SENIORITY

Amend Article 18 as follows:

### **ARTICLE 18 - SENIORITY (LENGTH OF CONTINUOUS SERVICE) (FXT, RPT)**

18.1.1 An employee's length of continuous service will accumulate upon completion of a probationary period of not more than nine (9) months and shall commence:

...

- (b) from the date established by adding the actual number of full-time weeks worked by a full-time fixed-term employee during his or her full-time employment back to the first break in employment which is greater than thirteen (13) weeks; or

**For service accumulated after [DATE OF RATIFICATION], full-time fixed term employees shall be entitled to have their service counted towards the accumulation of seniority, based upon 1725.5 straight-time hours or 1,904 straight-time hours, as appropriate, counting as equivalent to one year's service, or pro-rated to the equivalent of less than one year as appropriate; or,**

...

18.1.2 An employee's probationary period may be extended up to a total of twelve (12) months by mutual agreement between the employee, the Union and the Employer.

...

## 7. EMPLOYMENT STABILITY AND SUCCESSOR RIGHTS

Amend Article 20, Appendix 40, and add a new Appendix:

### **ARTICLE 20 – EMPLOYMENT STABILITY**

20.1.4.3 An employee may advise the Employer in writing at any time of his or her desire to update the employee portion of an Employee Portfolio to reflect the acquisition of new or improved skills, knowledge and abilities, and/or change the geographic parameters. Such changes shall be implemented within ~~five (5)~~ **three (3)** working days of the Employer receiving the updated employee portion of the Employee Portfolio.

**20.1.4.4 Once an employee has completed an employee portfolio and submitted it to the Employer, it shall remain on file and will be considered to be current. It is the responsibility of the employee to update their portfolio to reflect the acquisition of new or improved skills, knowledge and abilities.**

20.2 NOTICE AND PAY IN LIEU

...

20.2.1.1 Employees whose positions have been specifically identified for surplussing in accordance with Article 20.1.2.2 (a) and who do not choose to exit the OPS, and where no volunteer has been identified in accordance with Article 20.1.2.2 (b) shall receive notice of layoff following the expiry of the period set out in Article 20.1.2.1. Following receipt of notice, the employee shall advise the Employer, in writing, within

a ten (10) working day period, of his or her decision either:

(a) to exercise rights under Article 20.2; or

(b) to remain employed during the six-month notice period for possible redeployment pursuant to Article 20.3; or

**(c) to remain employed during the six-month notice period for possible redeployment pursuant to Article 20.3, and to exercise rights under Article 20.4 (Displacement).**

...

20.2.2.2 For clarification, where there is a hiatus in the notice period under this article, all redeployment activities, **except as set out in Articles 20.2.2.8 and 20.8.6**, cease during the hiatus.

...

20.2.2.8 Where the employee's position is declared surplus before the beginning of a temporary assignment or secondment within the OPS (and before the employee is eligible for a targeted direct assignment into a temporary assignment under the Agreement), the employee's surplus notice is put on hiatus, **however the employee may continue to identify and be considered for vacancies under Article 20.3**. This provision only applies where the temporary assignment or secondment is ~~for more than six (6) months and is filled competitively.~~

...

### 20.3 TARGETED DIRECT ASSIGNMENT

20.3.1.1 An employee who has received notice of lay-off in accordance with this article shall be assigned to a position that becomes vacant in his or her ministry or in another ministry during his or her notice period provided that:

(a) the employee applies for and indicates on his or her application for the vacancy that they have received notice of layoff and are eligible for a targeted direct assignment; and

(b) he or she meets the entry level qualifications for the position; and

(c) the vacancy is either:

(i) in the same classification, or in the same class series within a range of two classifications below the employee's current home position; or

(ii) in the same classification of a position that the employee previously held either on a full-time basis or where the employee performed the full range of job duties on a temporary basis for at least twelve (12) months; and

(d) there is no other person who ~~is qualified to perform the required duties~~ **meets the entry level qualifications for the position**, who has a greater length of continuous service and who is eligible for assignment to the vacancy ~~either pursuant to Article 20.3 or~~ **there is no other person who is qualified to perform the required duties, who has a greater length of continuous service and who is eligible for assignment to the vacancy pursuant to Article 20.6 (Recall)**. Where two or more employees with the same continuous service are matched to the same targeted direct assignment, and one of the employees' surplussed positions is in the same Ministry where the vacancy is, he or she will be assigned to the vacancy.

...

20.3.3 Where an employee eligible for a targeted direct assignment applies for a vacancy, the Employer shall advise the employee within ten (10) working days of the competition's closing date as defined in the job posting whether they will be directly assigned to the position. The employee shall be required to inform the Designated Human Resource Contact in writing within five (5) full working days of receiving notification of a targeted direct assignment whether the assignment will be accepted.

**If an employee is deemed to have not met the entry level qualifications for a targeted direct assignment, the employee may contact his or her designated Human Resource contact for further assistance and feedback.**

...

20.3.5 **If an employee is assigned into a lower-paying position through targeted direct assignment, he/she will continue to be paid the salary of his/her former position and is entitled to salary progression to the maximum salary of his/her former position for the term of the Collective Agreement. Any revision of the maximum salary of the former position that takes effect during the term of the Collective Agreement in which an employee starts the new assignment will be deemed to be the red-circled maximum salary.**

...

#### 20.4 DISPLACEMENT

20.4.1.1 An employee who has completed his or her probationary period, who has received notice of layoff pursuant to Article 20.2 (Notice and Pay in Lieu), who has elected for displacement, and who has not been assigned to a targeted direct assignment by the beginning of the sixth month of the surplus notice period, in accordance with the criteria of Article 20.3 (Targeted Direct Assignment) to another position shall have the right to displace an employee who shall be identified by the Employer in the following manner as set out in Articles 20.4.1.2 to 20.4.1.10. To be eligible to displace, the employee must, ~~by the end of the third month,~~ **advise in writing as per Article 20.2.1.1 by submitting** ~~submit~~ the Displacement Election Form which indicates he/she elects to exercise his/her right to displacement pursuant to Article 20.4.

...

#### 20.7 VOLUNTARY EXIT OPTION

...

20.7.10 **A person who has offered to be declared surplus pursuant to Article 20.7 will, if otherwise qualified, be entitled to the provisions of Paragraph 4 of Appendix 9 (Employment Stability). If more than one surplus employee is deemed qualified for the targeted direct assignment to a single volunteer's position, the most senior surplus employee will take over the volunteer's job.**

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#### 20.8 TEMPORARY VACANCIES

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20.8.6 Where an employee accepts a temporary assignment or secondment under Article 20.8, it shall be considered to be a hiatus in their notice period under Article 20.2 for the duration of their temporary assignment and all redeployment activities shall cease. **Notwithstanding this hiatus, the employee may continue to identify and be considered for vacancies under Article 20.3.** At the end of the temporary assignment or secondment, the balance of the notice period, as well as all redeployment activities, shall resume.

...

20.13 TECHNOLOGICAL CHANGE

...

20.13.2 The matter will then be referred to the ~~CERC~~ **MERC** to discuss and to attempt to resolve the problem with relation to the reallocation and retraining of the affected employees with a view to minimizing the effects of the Employer action required to be taken. **The committee may refer to the CERC items that have been discussed at this level but remain unresolved.**

...

**APPENDIX 40**

**Revised [date of ratification]**

**EMPLOYMENT STABILITY**

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**DEFINITIONS:**

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Transformation Program(s) refers to programs and/or services that will transform in such a way that ~~50~~ **30** or more OPSEU represented employees will be declared surplus, and disclosure identifying the Impacted Employee has been provided to OPSEU, and does not include a "sale of a business" pursuant to section 69 of the *Labour Relations Act, 1995*.

...

**NEW APPENDIX**

**[date of ratification]**

**TECHNOLOGICAL CHANGE**

**LETTER OF UNDERSTANDING**

**Ms. Ruth Hamilton  
Chief Negotiator, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8**

**Dear Ms. Hamilton:**

**This letter shall confirm that when there is an introduction of major technological change that will substantially impact the manner in which work is performed, either party may, at its option, refer the issue to the Ministry Employee Relations Committee (MERC) in order to discuss the issue.**

Sincerely,

**Michael Villeneuve**  
**Director, Negotiations and Security Branch**  
**Employee Relations Division**

[This letter forms part of the Collective Agreement]

**8. GRIEVANCE AND ARBITRATION PROCEDURES**

Amend Article 22 and add new Appendix as follows:

**ARTICLE 22 – GRIEVANCE PROCEDURE**

...

22.15.1 Any **letter of counsel**, letter of reprimand, suspension or other sanction will be removed from the record/files of an employee three (3) years following the receipt of such a letter, suspension or other sanction provided that the employee's record/files have been clear of similar offences for the past three (3) years, **unless the parties agree to an earlier date to remove such letter, suspension or other sanction**. Any such letter of reprimand, **letter of counsel**, suspension or other sanction so removed cannot be used in any subsequent proceedings.

...

**NEW APPENDIX**

**[date of ratification]**

**CERC FILE REVIEW**

**Memorandum of Agreement**

- 1. The following process will be used with respect to all new policy grievances under Article 22.13.2 of the Collective Agreement.**
- 2. The Union and the Employer may bring a grievance advisor (Grievance Officer, ERA, or TBS Counsel) to the discussion of the Union grievance at CERC, and are specifically encouraged to do so.**
- 3. Policy grievances filed under Article 22.13.2 will proceed according to the Collective Agreement, and normal practices of the parties, through the grievance procedure, including referral to arbitration and scheduling with the Grievance Settlement Board (GSB). The process set out in this Memorandum of Agreement is in addition to the grievance procedure and not intended to delay, alter, or amend that procedure.**
- 4. After the grievance is referred to arbitration at the Grievance Settlement Board, it will be added to the end of the agenda for the next regularly scheduled CERC meeting. The parties agree not to schedule the grievance until after the CERC meeting at which the grievance is scheduled for discussion. If the grievance is not resolved at CERC, the parties will schedule a hearing at the next Joint File Review even if TBS cases are not on the agenda for that month's meeting.**

5. If the issue in the grievance has been previously discussed at CERC the Union and Employer may agree to waive this step and not add it to the CERC agenda.
6. The parties will discuss the grievance and attempt to provide further information about the facts and their positions, and may narrow the issues, or resolve the grievance in whole or in part through a withdrawal or a Memorandum of Settlement.
7. If the parties are unable to resolve the grievance at CERC, the parties will determine whether the grievance is suitable for scheduling under Article 22.16 as an expedited mediation/arbitration in accordance with sections (e) and (l) of the GSB's Rules of Procedure for the OPSEU/TBS – Mediation/Arbitration Procedure. If there is agreement to schedule the grievance under this process, the parties will schedule the grievance accordingly at Joint File Review (i.e. mediation/arbitration with precedential value).
8. In order to encourage open discussion and negotiation, the grievance discussions at CERC, including oral and written settlement discussions and proposals, are privileged and cannot be disclosed or relied upon in any further proceedings. However, the parties agree that documents and factual information disclosed for the specific purpose of the grievance discussion at CERC may be used by the parties if the grievance is not resolved and proceeds to a hearing at the GSB.
9. After one year the parties will review their experience with the process at CERC, and discuss whether it is meeting their needs and helping to resolve Union grievances.
10. Either party may terminate this Agreement with one week's notice at any time.

9. **NEW – ARTICLE 30 EMPLOYEE RIGHT TO REPRESENTATION**

Add new Article 30 as follows:

**ARTICLE 30 – EMPLOYEE RIGHT TO REPRESENTATION**

**30.1 Where a supervisor or other Employer representative intends to meet with an employee:**

- (a) for disciplinary purposes;
- (b) to investigate matters which may result in disciplinary action;
- (c) for a formal counselling session with regard to unsatisfactory performance or behaviour;
- (d) for termination of employment;
- (e) for matters related to the development, implementation and administration of an accommodation or return to work plan;
- (f) to discuss attendance management issues under the Employer's attendance management program;
- (g) for layoff/surplus;
- (h) any other provision in the collective agreement where the right to representation is referenced;

the employee shall have the right to be accompanied by and represented by a Union representative.

The Employer shall notify the employee of this right and advise the employee and the Union of the time and place for the meeting. If no union representative is reasonably available to meet at the time established, the Employer may set a meeting within the next twenty-four (24) hours taking into consideration, to the extent possible, the union's availability.

10. FIXED-TERM EMPLOYEES OTHER THAN SEASONAL, STUDENT AND GO TEMP EMPLOYEES (FXT)

Amend Article 31A as follows:

...

31A.7 BENEFITS - PERCENT IN LIEU AND OPTIONAL INSURED PLAN

...

31A.7.2 Effective as soon as practical upon ratification by both parties, all active fixed-term employees employed as of ~~January 24, 2013~~ **[insert new date of ratification]**, shall, within thirty-one (31) days following the effective date, have a one-time option to elect to pay 100% of the premium toward insured benefit plans set out in Articles 39 (Supplementary Health and Hospital Insurance) and 40 (Dental Plan) for the duration of their contract and any subsequent extensions or reappointment not broken by a 13 week or greater period of non-employment. Employees will be insured under the insured benefits plan effective the first of the month immediately following their election and following at least two (2) months of continuous service.

31A.7.3 Within ~~thirty-one~~ **sixty (3160)** days following the ~~initial election period under Article 31A.7.2~~ **date of hire**, all active fixed-term employees hired following ~~January 24, 2013~~ **[insert new date of ratification]** shall have a one-time option to elect to pay 100% of the premium toward insured benefit plans set out in Articles 39 (Supplementary Health and Hospital Insurance) and 40 (Dental Plan) for the duration of their contract and any subsequent extensions or reappointment not broken by a 13 week or greater period of non-employment. Employees will be insured under the insured benefits plan effective the first of the month immediately following two (2) months of continuous service.

...

31A.10 BEREAVEMENT LEAVE

...

31A.10.2 An employee who would otherwise have been at work shall be allowed one (1) day leave of absence without pay in the event of the death and to attend the funeral of his or her aunt, uncle, niece or nephew.

31A.10.3 It is understood that a leave of absence under Articles 31A.10.2 and 48.3 will be counted as 'attendance' for the purposes of Article 31A.8.

...

**11. SEASONAL EMPLOYEES (SE)**

Amend Article 32 and add new Appendix as follows:

**ARTICLE 32.3 – SEASONAL EMPLOYEES (SE)**

...

**32.3 PROBATIONARY PERIOD**

...

32.3.1 The probationary period for a seasonal employee shall be two (2) full periods of seasonal employment of at least eight (8) consecutive weeks each, worked in consecutive years in the same **position class series (e.g. Resource Technician 1 to 4)** in the same ministry.

...

**32.8 SEASONAL EMPLOYEE BENEFITS - GENERAL**

32.8.1 Salary shall mean only those earnings from scheduled straight-time hours during the contract period.

32.8.2 Coverage for Basic Life, Supplementary Health and Hospital (including Vision Care and Hearing Aid benefits), and Dental Plan benefits shall commence on the first of the month coinciding with or immediately following two (2) months of continuous employment, except that on subsequent consecutive periods of seasonal employment which qualify the employee for these benefits, coverage shall commence on the first of the month coinciding with or immediately following the start of the period of employment.

32.8.3 All coverage under the Basic Life Insurance Plan, the Supplementary Health and Hospital Plan (including Vision Care and Hearing Aid benefits) and the Dental Plan will cease at the end of the month in which the contract of employment terminates, except that an employee may continue the coverage at his or her own expense during the periods between seasonal employment by arranging to pay the full premiums at least one (1) week in advance of the first of the month in which the coverage is to take effect ~~through his or her ministry personnel or payroll branch~~. Failure by the employee to pay the full premiums as specified will disentitle the employee to any further benefits under Article 32.8.3. There is a thirty-one (31) day grace period following the month in which employment terminates during which the Basic Life insurance remains in force.

32.8.4 During leaves of absence without pay during periods of seasonal employment, employees may continue participating in Basic Life, Supplementary Health and Hospital (including Vision Care and Hearing Aid benefits), and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of the month in which coverage is to take effect ~~through their ministry personnel or payroll branch~~.

**32.8.5 Where the employee has a responsibility to pay premiums for benefits under this section, the premium shall be paid directly by the employee to the insurance carrier.**

**It is understood that while on hiatus, if a seasonal employee chooses to purchase benefits, he/she is still covered under the same benefits plan as per Article 32.8 and shall have the right to appeal benefits to the Joint Insurance Benefits Review Committee (JIBRC).**

**It is further understood that benefits will resume as per Article 32.8.2.**

32.8.56 Notwithstanding Article 32.8.3, all benefits coverage under any of the provisions of this article shall cease at the end of the month in which a seasonal employee's employment terminates:



(a) for any of the reasons set out in Article 32.4.2 (Seniority), whether or not the employee has completed his or her probationary period, or

(b) as a result of termination of employment under Article 32.18 (Termination of Employment).

...

32.9.2 The Basic Life Insurance Plan shall provide:

(a) coverage of ~~ten five thousand dollars (\$10,000)~~ (\$5,000) during the period of employment,

...

32.15 BEREAVEMENT LEAVE

...

**32.15.2 An employee who would otherwise have been at work shall be allowed one (1) day leave of absence without pay in the event of the death and to attend the funeral of his or her aunt, uncle, niece or nephew.**

32.15.23 In addition to the foregoing, an employee shall be allowed up to two (2) days' leave of absence without pay to attend the funeral of a relative listed in Articles 48.1 and 48.2 if the location of the funeral is greater than eight hundred kilometres (800 km) from the employee's residence.

**32.15.4 It is understood that a leave of absence under Article 32.15 will be counted as 'attendance' for the purposes of Article 32.16.**

...

[NEW APPENDIX]

[date of ratification]

## IMPLEMENTATION OF CHANGES TO SEASONAL BENEFITS

### LETTER OF UNDERSTANDING

**Ms. Ruth Hamilton  
Chief Negotiator, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8**

**Re: Implementation of Changes to Seasonal Benefits**

**It is understood that, for the 2015 calendar year, the Employer will inform all seasonal employees in writing a minimum of thirty (30) days before benefits coverage ceases of the employee's ability to purchase benefits, the cost of such benefits, and information on the process required to purchase such benefits.**

**It is further understood that the induction materials for newly hired seasonal employees will include the information as above.**

Yours truly,

**Michael Villeneuve**  
**Director, Negotiations and Security Branch**  
**Employee Relations Division**

[Letter does not form part of the Collective Agreement]

...

## **12. STUDENTS**

Amend Article 33, Appendix 12, and add new Appendix as follows:

### **ARTICLE 33 - STUDENT EMPLOYEES (ST)**

...

33.5.1 During the term of this agreement, student wage rates shall be as follows:

January 1, 2009

Level 1 ————— \$9.17 —————

Level 2 ————— \$11.10 —————

March 31, 2009

Level 1 ————— \$9.50 —————

Level 2 ————— \$11.10 —————

March 31, 2010 —————

Level 1 ————— \$10.25 —————

Level 2 ————— \$11.10 —————

**January 1, 2015**

**Level 1            \$11.00**

**Level 2            \$11.85**

(b) First Year Law Student            \$16.40

    Second Year Law Student            \$18.40

**In the event that there is a legislated increase to the minimum wage in Ontario and students at Level 1 have a minimum hourly rate of pay that falls below the minimum wage, students at Level 1 will receive the new hourly rate of pay.**

**Students at Level 2 rate of pay shall be adjusted to an amount that is \$0.85 greater than the new Level 1 Student rate of pay.**

...

33.6 The following articles shall apply to student employees as defined in Article 33.1: 1, 2, 3, 4, **5, 9**, 22 and 80. No other articles shall apply.

33.7 A student who has completed three (3) consecutive months of work will be eligible for bereavement leave pursuant to Article 32.15.1, **as follows:**

- (a) An employee who would otherwise have been at work shall be allowed up to three (3) days leave of absence with pay in the event of the death of his or her spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, guardian, stepson, step-daughter, stepmother, stepfather, step-grandparent, step-grandchild or same-sex spouse.
- (b) An employee who would otherwise have been at work shall be allowed one (1) day leave of absence without pay in the event of the death and to attend the funeral of his or her aunt, uncle, niece or nephew.

**APPENDIX 12**

Revised [Date of Ratification] **January 24, 2013**

**STUDENT WAGE RATES**

**MEMORANDUM OF AGREEMENT**

**Between**

**MANAGEMENT BOARD OF CABINET**

**(Hereafter called "the Employer")**

**And**

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)**

**Appendix 12 - Student Wage Rates**

...

- 5. Students in Special Employment Programs shall be paid as follows:

**January 1, 2015      \$11.00**

**In the event that there is a legislated increase to the minimum wage in Ontario and students in Special Employment Programs have a minimum hourly rate of pay that falls below the minimum wage, students in Special Employment Programs will receive the new hourly rate of pay.**

January 1, 2009 ——— \$8.75  
 March 31, 2009 ——— \$9.50  
 March 31, 2010 ——— \$10.25

...

**Appendix-A**

**Framework for Students Wage Rates**

...

- 3. Rates for these two levels are:

January 1, 2009  
 Level 1 ——— \$9.17  
 Level 2 ——— \$11.10

March 31, 2009  
Level 1 ----- \$9.50  
Level 2 ----- \$11.10

March 31, 2010 -----  
Level 1 ----- \$10.25  
Level 2 ----- \$11.10

January 1, 2015  
Level 1 \$11.00  
Level 2 \$11.85

In the event that there is a legislated increase to the minimum wage in Ontario and students at Level 1 have a minimum hourly rate of pay that falls below the minimum wage, students at Level 1 will receive the new hourly rate of pay.

Students at Level 2 rate of pay shall be adjusted to an amount that is \$0.85 greater than the new Level 1 Student rate of pay.

...

[NEW APPENDIX]

[date of ratification]

#### LETTER OF UNDERSTANDING

Ms. Ruth Hamilton  
Chief Negotiator, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Ms. Hamilton:

This letter shall confirm the parties' intent that, in the event that there is a legislated increase to the minimum wage, students at the start rate in the Fort Henry Guard (U0070) and Food Services Worker 1 (U0113) classifications will receive the new hourly rate of pay. Students at the higher steps in the wage grids will receive a percentage increase equivalent to the increase for the start rate of their classification.

Sincerely,

Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division

[This letter forms part of the Collective Agreement]

**13. SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE**

Amend Articles 39 and 67 as follows:

...

39.2.17 Effective ~~August 1, 2005~~ **[Date of Ratification]** the Supplementary Health & Hospital Plan will be amended to include expanded coverage for Diabetic Pumps and Supplies as follows:

- 1) Purchase **and/or repair** of Insulin Infusion Pumps **and Continuous Glucose Monitoring machine and supplies** to a maximum of two thousand dollars (\$2,000) every 5 years per person.

...

**ARTICLE 67 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE  
(FPT)**

...

67.2.17 Effective ~~August 1, 2005~~ **[Date of Ratification]** the Supplementary Health & Hospital Plan will be amended to include expanded coverage for Diabetic Pumps and Supplies as follows:

- 1) Purchase **and/or repair** of Insulin Infusion Pumps **and Continuous Glucose Monitoring machine and supplies** to a maximum of two thousand dollars (\$2,000) every 5 years per person.

...

**14. ARTICLES 41 AND 69 – WORKPLACE SAFETY AND INSURANCE BOARD**

Amend Articles 41 and 69 as follows:

**ARTICLE 41 - WORKPLACE SAFETY AND INSURANCE**

...

41.6 Effective January 1, 2016, salary payments under Article 41.2 shall be reduced to the extent necessary to provide that an employee's net earnings equals one hundred percent (100%) of his or her net earnings prior to the commencement of his or her absence.

...

**ARTICLE 69 - WORKPLACE SAFETY AND INSURANCE  
(FPT)**

...

69.6 Effective January 1, 2016, salary payments under Article 69.2 shall be reduced to the extent necessary to provide that an employee's net earnings equal one hundred percent (100%) of his or her net earnings prior to the commencement of his or her absence.

## **15. LONG TERM INCOME PROTECTION PLAN**

Amend Article 42 and 70 and add new Appendices as follows:

### **ARTICLE 42 – LONG TERM INCOME PROTECTION**

...

**42.21(j) Effective January 1, 2015, and thereafter, the total monthly LTIP benefit payment under the plan shall be adjusted by an increase equal to those provided for under Article UN 16.**

...

**42.3.1 The Employer will continue to make pension contributions and premium payments for the Dental Plan and for Supplementary Health and Hospital on behalf of the employee, at no cost to the employee, while the employee receives or is qualified to receive L.T.I.P. benefits under the plan, unless the employee is supplementing a Workplace Safety and Insurance award.**

**42.3.2 For employees who, on or before December 31, 2015, are receiving or deemed eligible to receive L.T.I.P. benefits or who are making an application for L.T.I.P. benefits:**

- a) The employee must provide the Employer, by no later than January 1, 2016, with written confirmation from the OPSEU Pension Trust of the earliest date he or she will become eligible for an actuarially unreduced pension and the current amount of his or her credit in the OPSEU Pension Plan.**
- b) Notwithstanding Article 42.3.1 and effective January 1, 2016, where an employee has a minimum of thirty (30) years of credit in the OPSEU Pension Plan or is eligible to retire to an actuarially unreduced pension under the OPSEU Pension Plan, whichever is later, and where the employee does not retire, he or she shall pay the employee's portion of pension contributions while the employee receives or is qualified to receive L.T.I.P. benefits under the plan.**

**42.3.3 For employees who make an application for L.T.I.P. benefits on January 1, 2016 or later:**

- a) The employee must provide the Employer, when making his or her application for L.T.I.P. benefits, with written confirmation from the OPSEU Pension Trust of the earliest date he or she will become eligible for an actuarially unreduced pension and the current amount of his or her credit in the OPSEU Pension Plan.**
- b) Notwithstanding Article 42.3.1, effective January 1, 2016, where an employee has a minimum of thirty (30) years of credit in the OPSEU Pension Plan or is eligible to retire to an actuarially unreduced pension under the OPSEU Pension Plan, whichever is later, and where the employee does not retire, he or she shall pay the employee's portion of pension contributions while the employee receives or is qualified to receive L.T.I.P. benefits under the plan.**

...

**42.7.1 Rehabilitative plans and programs for employees receiving L.T.I.P. benefits, whether with the OPS or another Employer, shall be required where recommended by the Carrier. ~~If an employee who is in receipt of L.T.I.P. benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment.~~ "Rehabilitative employment" is a rehabilitative plan or program and means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative plans and programs, employment benefits, L.T.I.P. will take into account the employee's training, education and experience. If a person does not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the Carrier, the employee will no longer be entitled to benefits. If an employee who is in receipt of L.T.I.P. benefits is resuming employment on a gradual basis**

during recovery, partial benefits shall be continued during rehabilitative employment. The rehabilitative benefit will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months. ~~Rehabilitative employment may be with the Employer or with another employer.~~

- 42.7.2** Where a person does not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the Carrier and the employee is no longer entitled to benefits, the employee will have the ability to file for an expedited review of the decision to end benefits directly to the Claims Review Subcommittee under Appendix 4 (Joint Insurance Benefits Review Committee) within 30 days of the decision to end benefits. The parties agree that such matters will be heard within 60 days by the Claims Review Subcommittee as per paragraph 6 (a) of Appendix 4, unless the parties mutually agree otherwise.

...

#### **ARTICLE 70 – LONG TERM INCOME PROTECTION**

...

- 70.2.1(j)** Effective January 1, 2015, and thereafter, the total monthly LTIP benefit payment under the plan shall be adjusted by an increase equal to those provided for under Article UN 16.

...

- 70.3.1** The Employer will continue to make pension contributions as well as the normal portion of premium payments for the Dental Plan and for Supplementary Health and Hospital on behalf of the employee while the employee receives or is qualified to receive L.T.I.P. benefits under the plan, unless the employee is supplementing a Workplace Safety and Insurance award. For the purposes of Article 70.3, the “normal portion” of premium payments will be as described in Article 67.1.1 (Supplementary Health and Hospital Insurance) and Article 68.4 (Dental Plan).

- 70.3.2** For employees who, on or before December 31, 2015, are receiving or deemed eligible to receive L.T.I.P. benefits or who are making an application for L.T.I.P. benefits:

- a) The employee must provide the Employer, by no later than January 1, 2016, with written confirmation from the OPSEU Pension Trust of the earliest date he or she will become eligible for an actuarially unreduced pension and the current amount of his or her credit in the OPSEU Pension Plan.
- b) Notwithstanding Article 70.3.1 and effective January 1, 2016, where an employee has a minimum of thirty (30) years of credit in the OPSEU Pension Plan or is eligible to retire to an actuarially unreduced pension under the OPSEU Pension Plan, whichever is later, and where the employee does not retire, he or she shall pay the employee’s portion of pension contributions while the employee receives or is qualified to receive L.T.I.P. benefits under the plan. .

- 70.3.3** For employees who make an application for L.T.I.P. benefits on January 1, 2016 or later:

- a) The employee must provide the Employer, when making his or her application for L.T.I.P. benefits, with written confirmation from the OPSEU Pension Trust of the earliest date he or she will become eligible for an actuarially unreduced pension and the current amount of his or her credit in the OPSEU Pension Plan.
- b) Notwithstanding Article 70.3.1, effective January 1, 2016, where an employee has a minimum of thirty (30) years of credit in the OPSEU Pension Plan or is eligible to retire to an actuarially unreduced pension under the OPSEU Pension Plan, whichever is later, and where the employee

does not retire, he or she shall pay the employee's portion of pension contributions while the employee receives or is qualified to receive L.T.I.P. benefits under the plan.

...

70.7 **Rehabilitative plans and programs for employees receiving L.T.I.P. benefits, whether with the OPS or another Employer, shall be required where recommended by the Carrier. If an employee who is in receipt of L.T.I.P. benefits is resuming employment on a gradual basis (less than the regularly scheduled hours of work of that employee) during recovery, partial benefits shall be continued during rehabilitative employment.**

“Rehabilitative employment” is a **rehabilitative plan or program** and means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative **plans and programs** employment benefits, L.T.I.P. will take into account the employee's training, education and experience. **If a person does not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the Carrier, the employee will no longer be entitled to benefits.** The rehabilitative benefit will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months. ~~Rehabilitative employment may be with the Employer or with another employer.~~

70.7.2 **Where a person does not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the Carrier and the employee is no longer entitled to benefits, the employee will have the ability to file for an expedited review of the decision to end benefits directly to the Claims Review Subcommittee under Appendix 4 (Joint Insurance Benefits Review Committee) within 30 days of the decision to end benefits. The parties agree that such matters will be heard within 60 days by the Claims Review Subcommittee as per paragraph 6 (a) of Appendix 4, unless the parties mutually agree otherwise.**

...

NEW APPENDIX

[DATE OF RATIFICATION]

MANDATORY REHABILITATION

#### LETTER OF UNDERSTANDING

**Ms. Ruth Hamilton  
Chief Negotiator, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8**

**Dear Ms. Hamilton:**

**Article 42.7.1 does not absolve the Employer from its duty to accommodate. If a mandatory rehabilitation plan/program is in violation of the Human Rights Code, the Employer will be liable for all actions taken by the Carrier. The Employer agrees to hold the Union harmless from any penalties or damages that may arise from Article 42.7.**

**Furthermore, where a person does not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the Carrier and the employee is no longer entitled to benefits, the Employer agrees to notify OPSEU in writing immediately upon notification from the insurance carrier.**



Sincerely,

**Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division**

[This letter forms part of the Collective Agreement]

**NEW APPENDIX**

**[DATE OF RATIFICATION]**

**ARTICLE 42.3**

**LETTER OF UNDERSTANDING**

**Ms. Ruth Hamilton  
Chief Negotiator, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8**

**Dear Ms. Hamilton:**

**The Employer agrees to hold the Union harmless from any penalties or damages that may arise from Article 42.3.2 to Article 42.3.3 and Article 70.3.2 to Article 70.3.3.**

Sincerely,

**Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division**

[This letter forms part of the Collective Agreement]

**16. TERMINATION PAYMENTS**

Amend Articles 53 and 78 as follows:

**ARTICLE 53 - TERMINATION PAYMENTS**

...

**53.4.4 Notwithstanding Article 53.4.1, an employee who retires under the OPSEU Pension Plan will only be entitled to termination payments for service accrued up to December 31, 2016. The termination pay will be based on the rate the employee was being compensated at on December 31, 2016.**

...

**ARTICLE 78 - TERMINATION PAYMENTS**  
(FPT)

...

**78.1.4 Notwithstanding Article 78.1.1, an employee who retires under the OPSEU Pension Plan will only be entitled to termination payments for service accrued up to December 31, 2016. The termination pay will be based on the rate the employee was being compensated at on December 31, 2016.**

...

**17. FLEXIBLE PART-TIME STAFF**

Amend Appendix 32 and add new Appendix as follows:

**APPENDIX 32**

**Revised January 24, 2013 [insert date of ratification]**

**MEMORANDUM OF AGREEMENT**

between

**THE CROWN IN RIGHT OF ONTARIO**

(represented ~~Ministry of Government Services~~ **by Treasury Board Secretariat**)

(hereinafter referred to as "the Employer")

- and -

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

(hereinafter referred to as "the Union")

Re: Flexible Part-time staff

**WHEREAS:**

The parties recognize that the majority of irregularly scheduled ~~court support~~ staff employed by the Ministry of the Attorney General are not Regular part-time employees (RPT) as defined in the Collective Agreement, and,

The parties recognize and value the service and contribution of ~~the court support~~ staff, and,

The parties have a mutual interest in maintaining flexible part-time (FPT) regular positions in order to better attract and retain skilled, trained and experienced employees, and,

The parties have engaged in joint efforts to facilitate the establishment of this new flexible, part-time model which confers regular status and overall, the key stakeholders including managers, employees and the Ministry Employee Relations Committee, are supportive of the initiative,

NOW THEREFORE, without prejudice or precedent to any other matter, the parties agree to the following:

## 1. APPLICATION

This Memorandum of Agreement (hereinafter referred to as the "Agreement") applies to irregularly scheduled regular ~~court support~~ staff (hereinafter referred to as "employees" or "~~courtroom staff~~") employed by the Court Services Division of the Ministry of the Attorney General. These employees include Court Clerks, Court Registrars, Court Monitors, Court Reporters, Court Service Officers, Court Service Specialists and Court Interpreters, **Court and Client Representatives and Court and Client Representatives – Records Management.**

## 2. PRINCIPLES

The parties agree that:

- a) Employees will be assigned work as follows:
  - i) The employer recognizes that the primary work of ~~courtroom~~ staff will be ~~working in the courtroom as described in their~~ **in accordance with an employee's** job specifications.
  - ii) In accordance with Article 2 of the Collective Agreement recognizing management's right to assign work, the employer will assign work to ~~courtroom~~ staff that supports the overall administration of the courts. This work will be both inside and outside the courtroom as needed. Such assignment of work will have no adverse impact on full-time regular ~~court office~~ staff.
- b) Subject only to the specific provisions in the Collective Agreement, the Ministry may continue to hire and use fixed-term employees in the courts as required in accordance with operational need. The parties further agree that the contents of this Memorandum are not in any way intended to alter the commitments in the Collective Agreement with respect to the reduction of the fixed-term workforce. Further, the Employer agrees that the contents of this Memorandum are not intended to result in increased usage of fixed-term employees nor to reduce the work of regular employees.

## 3. HOURS CATEGORIES AND ASSOCIATED PAYMENT PROVISIONS

- a) Flexible Part-time (FPT) employees shall be assigned to one of two minimum annual hours categories as follows:
  - Category 1: a minimum of ~~1000~~ **1096** hours per annum (**42 hours bi-weekly**);
  - Category 2: a minimum of 1500 hours per annum (**57.5 hours bi-weekly**);
- b) The employer maintains the right to schedule employees beyond the minimum hours for category 1 and 2 above.
- c) **For each annual hours category, each FPT employee will receive consistent bi-weekly pay based on the minimum bi-weekly hours for their category. In addition, all hours worked up to 36¼ hours per week will be paid at the regular hourly rate and shall be counted as hours worked towards the accrual of minimum category hours. For clarity, the minimum category hours shall be counted on a bi-weekly basis to determine whether they meet or exceed the minimum bi-weekly hours for the respective category.**
- d) All authorized hours worked by flexible part-time employees in excess of 36¼ hours per week will be paid at the time and one half (1½) rate within two months of the pay period within which the overtime was actually worked.
- e) ~~In addition to the minimum number of hours provided in an employee's assigned annual hours category, any authorized hours worked up to ten percent (10%) above the employee's assigned annual hours category~~

(“overtime hours”) will be paid at straight time rates. ~~FPT employees will receive additional compensation at one-half (1/2) the Employee’s straight time rate for authorized hours worked in excess of the assigned annual hours category plus 10 percent (10%) overtime, less any hours already paid at the overtime rate per paragraph 3(d) above. For clarification, calculations for the purpose of determining additional compensation in accordance with this section will be based on the calendar year the hours were worked and be done at the end of the averaging period. For example:~~

- ~~1000 hour category FPT employee works a total of 1300 hours in a year;~~
- ~~Of those 1300 hours, 100 (or 10% of 1000) are overtime hours and therefore will have been paid at straight time rate;~~
- ~~Of the remaining 200 hours, 70 were already paid at the overtime rates as they were hours worked in excess of 36 ¼ hours in a week per 3(d) above;~~
- ~~Of the remaining 130 hours which were already paid at the straight time rate, the employee would receive an additional 50% of their hourly rate for those 130 hours.~~

- e) **Employees will be able to identify up to eight (8) Non-Working Days per calendar year on which they shall not be scheduled to work. Employees shall provide a written request to their manager thirty (30) days in advance of the date being requested. An employee may submit a request less than thirty (30) days in advance of the date requested. Managers may approve requests for Non-Working Days subject to operational needs and such requests shall not be unreasonably denied.**

**The scheduling of Non-Working Days will be subject to the Employer having the flexibility to schedule employees to meet or exceed their bi-weekly minimum hours.**

**Notwithstanding this, if, due to operational circumstances, the employee is required to work on an approved Non-Working Day, the employee shall be paid a minimum of four (4) hours of pay at one and one-half (1½) time his or her basic hourly rate.**

- f) Where an employee reports for work at his or her scheduled starting time and work is not available, or the work is less than two (2) hours, he or she shall receive two (2) hours’ credit towards his or her annual assigned hours.

This shall not apply where the employee has been notified, at least two (2) hours prior to his or her scheduled starting time, not to report for work.

Where the employee has been directed by the Employer to return to work on the same day after the completion of their scheduled shift and he or she has left the workplace and there is no work or less than two (2) hours of work, he or she shall receive an additional two (2) hours’ credit towards his or her annual assigned hours credit in accordance with Article UN 9.

Where the Employer is unable to post work schedules for the following week by Friday at noon, then the Employer shall notify employees of their work schedule as soon as practical. For clarity, for the purposes of this article, a week is defined as Monday through Sunday.

- g) The employer will make reasonable efforts subject to operational feasibility to ensure employees are scheduled to work the minimum annual hours for their category. Where an employee does not work his/her minimum annual hours threshold, his/her deficit hours will be carried over to the next calendar year for recovery. Deficit hours will be recovered from any hours worked above the employee’s bi-weekly threshold and before any hours in excess of the bi-weekly minimum hours are paid.

**Notwithstanding the above, deficit hours accrued between the period of January 1, 2016 and April 10, 2016 shall be recovered between April 11, 2016 and December 31, 2016. All deficit hours accrued between the period of April 11, 2016 and December 31, 2016 shall be recovered in accordance with paragraph 3(g).**

- h) The parties further agree that these terms are independent of any entitlements individuals may have under Article 73 – Holiday Payment of the Collective Agreement.

#### 4. APPLICABLE COLLECTIVE AGREEMENT PROVISIONS

- a) The following terms of the Collective Agreement apply to Flexible Part-time courtroom staff of the Ministry of the Attorney General: Articles 1, 2, 3, 4, 5, 6, 8, 13, 14, 15, 16, 17, 18.1(c), 18.2, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 45, 56.4, 60, 64, 65, 66, 67, 68, 69, 72, 74, 75, 76, 77, 78, 79, 80, UN6, UN7, UN9, UN11, UN15 and Appendices 9, 13 and 18.
- b) The following provisions of the Collective Agreement are agreed to, as amended (and subject to the modifications set out below in paragraph 4(c) of this Memorandum of Agreement), as applying to the Flexible Part-time staff of the Ministry of the Attorney General: Articles 6, 56, 57, 61, 62, 63.2, 70, 71, 72, 73 and Appendix 14.
- c) The parties agree to the application of the following definitions to those items agreed to and identified in paragraph 4(b) above:
- (i) “Salary” shall mean earnings from weekly hours of work;
  - (ii) “Weekly rate of pay” shall be calculated as the basic hourly rate multiplied by the applicable pro-rated weekly hours of work;
  - (iii) “Weekly hours of work” shall be the average weekly hours prorated from the annual hours category;
  - (iv) Wherever the phrase “Regular part-time employee” appears, it shall be replaced with the phrase “flexible part-time employee” and this applies to the plural as well as singular;
  - (v) For the purposes of accrual and usage of sick leave and vacation leave credits and for the usage of all applicable paid leave provisions, a “day” shall be prorated from each annual hours of work category as follows:
    - Category 1 (1000 1096): ~~3.83~~ 4.2 hours;
    - Category 2 (1500): ~~5.74~~ 5.75 hours.
- d) The parties agree that article UN12.1.1 is amended to read as follows and shall apply to Flexible Part-time staff of the Ministry of the Attorney General:
- In accordance with the *Travel, Meal and Hospitality Expenses Directive*, an employee who continues to work past 6pm without notification prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to ~~eleven dollars and twenty-five cents (\$11.25)~~ **twenty dollars (\$20.00)** except where free meals are provided or where the employee is being compensated for meals on some other basis. **To the extent that the provisions for meal cost reimbursement are improved by OPS-wide changes, then those amounts will apply.****
- e) Flexible part time employees who work on a day designated in lieu of a holiday as per Article 47.2 of the Central Collective Agreement will be compensated at two (2) times the employee’s current salary rate for hours worked on that day. This provision will not apply if the employee is scheduled to work on the Holiday as outlined in Article 73.1.1. This section shall not apply to Flexible Part-time employees who withdraw from benefits as outlined in Section 5 below, however, those employees will continue to be entitled to the provisions of Article 31A.5 of the collective agreement in accordance with that Section. In no case, will an employee be entitled to receive compensation at the two (2) times rate for hours worked on both the holiday and the day designated in lieu of the holiday.
- f) No other provisions of the Collective Agreement other than those included in this Memorandum of Agreement shall apply to Flexible Part-time staff of the Ministry of the Attorney General.

## 5. BENEFITS

- a) For the purpose of insured benefits cost shared between the employer and the employee, the parties agree where employees participate in those plans, the premiums will be cost shared on the following basis:
- Category 1 (minimum of 1000 **1096** hours per annum)  
Employer shall pay fifty-five percent (50 **55%**) and the employee shall pay ~~fifty~~ **forty-five** percent (50 **45%**)
  - Category 2 (minimum of 1500 hours per annum)  
Employer shall pay eighty percent (80%) and employee shall pay twenty percent (20%).
- b) The parties agree that all Flexible Part-time employees on the date of hire may elect in writing to withdraw from all of the benefits provided in articles 64 through 78 inclusive of the Collective Agreement, as applicable to these employees pursuant to paragraphs 4(a) and (b) above.
- c) Notwithstanding Article 31A.1 of the Collective Agreement, employees who elect to withdraw from benefits as per paragraph 5 (b) above, shall be entitled to the following provisions of the Collective Agreement:
1. Article 31A.5: Holidays - 4.6% of gross pay in lieu of compensation for holidays.
  2. Article 31A.6: Vacation Pay: 4% of gross pay in lieu of vacation leave with pay.
  3. Article 31A.7: Benefits Percent in Lieu: 6% of basic hourly rate in lieu of all employee benefits.
  4. Article 31A.9: Pregnancy and Parental Leave
  5. Articles 31A.10, 48.3: Bereavement Leave
  6. Article 49: Special and Compassionate Leave
- d) For all current and future Flexible Part-time employees who opt to receive benefits, they shall be entitled to all benefits as per Part C of the Collective Agreement and as applicable to these employees pursuant to paragraphs 4(a) and (b) above.
- e) Employees may re-elect as per paragraph 5(b) above during December of each year following the date of their previous election or within 31 days of the date of appointment to a position in a different annual hours category. Group insured benefits coverage for employees who re-elect coverage under the above terms will become effective as follows:
- i) On January 1 of the year following an election submitted in December; and
  - ii) On the first day of the month following the date the ministry receives notice of election, for employees who re-elect within 31 days of appointment to a position in a different hours category.

## 6. COURT SERVICES SPECIALISTS

All FPT employees who are in the position of Court Services Specialist shall be paid according to the classification for the highest level job function they perform within that position. For example, if a Court Services Specialist works as both a Court Clerk & Registrar and a Court Services Officer, he/she will be paid at the OAG-8 level as a Court Clerk & Registrar.

## 7. DURATION AND RENEWAL

**The parties agree that Appendix 32 as set out in the 2013-2014 Collective Agreement shall continue to apply until April 10, 2016. Revisions in this Appendix shall take effect on April 11, 2016.**

This Agreement shall be effective as of ~~the date of ratification of the Collective Agreement~~ **April 11, 2016**, and shall

have no retroactive effect.

For greater clarity, on April 11, 2016, the following adjustment of annual category hours shall apply:

**Category 1 from 1000 hours per annum to 1096 hours per annum.**

It is understood that this agreement shall be considered part of the Collective Agreement.

Notwithstanding the effective dates prescribed in this Appendix, the parties may agree to implement on earlier dates.

[NEW APPENDIX]

[date of ratification]

**REPORTING OF DEFICIT HOURS**

**LETTER OF UNDERSTANDING**

[Date of Ratification]

Ms. Twila Marston  
Senior Job Security Officer, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Ms. Marston:

The parties agree that, as part of the regular business at the Ministry Employee Relations Committee in the Ministry of the Attorney General, the Ministry will share quarterly reports with the Committee providing information on the accumulation of deficit hours and will, as necessary, discuss the accumulation of deficit hours.

Sincerely,

Matt Hopkins  
A/Manager, Negotiations and Security Branch  
Employee Relations Division

[This letter forms part of the Collective Agreement]

**18. FLEXIBLE HOURS OF WORK ARRANGEMENTS**

Renew and amend Appendix 42 as follows:

**APPENDIX 42**

Revised [DATE OF RATIFICATION] **January 24, 2013**

**FLEXIBLE HOURS OF WORK ARRANGEMENTS**

**LETTER OF UNDERSTANDING**

...

- 3) **The Local Employee Relations Committees, or the Local Union in conjunction with the Employer where there is no LERC**, may enter into a review process on the feasibility of incorporating flexible hours of work arrangements, **including compressed work week, job sharing arrangements, and/or telework arrangements** in the workplace.

...

- 8) **No employee shall be required to telework. Notwithstanding this, employees currently in telework agreements may only terminate the arrangement pursuant to the terms of their agreement.**

- 9) **Notwithstanding paragraph 8 above, all telework arrangements automatically terminate on the release of a conciliation or “no board” report.**

...

**APPENDIX E – MODEL JOB SHARING AGREEMENTS**

*The model agreement with respect to job sharing is set out below:*

**MODEL AGREEMENT WITH RESPECT TO JOB SHARING  
ARRANGEMENTS**

**MEMORANDUM OF AGREEMENT**

**BETWEEN: THE MINISTRY OF**

**AND:**

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

*(and its local \_\_\_\_\_)*

**AND:**

*Employee ‘A’ Name*

**AND:**

*Employee ‘B’ Name*

*(Job share participants)*

*This job sharing agreement is made in accordance with Article 16 (Local and Ministry Negotiations) and Article 10 (Work Arrangements) of the Central Collective Agreement and Article UN2 or COR2 of the Bargaining Unit Collective Agreement between the Ontario Public Service Employees Union and the Crown in right of Ontario, represented by Management Board Secretariat and <Employee Name>, <Position Title>, <Division/Branch> and <Employee Name>, <Position Title>, <Division/Branch>.*

*Unless otherwise specified in this Agreement, all articles of the Central and Bargaining Unit Collective Agreements apply to employees covered by this Agreement.*



*The terms of this Agreement are governed by Articles 10.2.1 to 10.2.10 of the Collective Agreement.*

*Article 1 – Work Unit and Employees Covered*

- 1.1 Detailed and specific description of work unit and employees covered (e.g. name, position and classification of position being shared).*
- 1.2 Employees who participate in a job sharing arrangement must share the same classification and level.*
- 1.3 This agreement applies to the following:*

*Work Unit: <Work Unit>*  
*Section: <Section>*  
*Location: <Location>*  
*Position Number: <Number>*

*Position 1*  
*Position Title: <Title>*  
*Classification: <Classification>*  
*Reports To: <Manager's Name>*

*Position 2*  
*Position Title: <Title>*  
*Classification: <Classification>*  
*Reports To: <Manager's Name>*

*Sharing Employee 1:* <Employee Name>  
*WIN:* <Employee WIN>  
*Current Position:* <Position>  
*Classification:* <Classification>  
*Schedule* <Schedule>  
*Hourly Pay Rate:* <Rate>  
*Employment Status:* <Status>

*Sharing Employee 2:* <Employee Name>  
*WIN:* <Employee WIN>  
*Current Position:* <Position>  
*Classification:* <Classification>  
*Schedule* <Schedule>  
*Hourly Pay Rate:* <Rate>  
*Employment Status:* <Status>

*Article 2 – Hours of Work*

- 2.1 Detailed description including position schedule, hours of work, and division of hours and duties with an attached schedule where appropriate.*
- 2.2 The sharing of hours of work shall be determined by the parties to this agreement, but in no case shall one employee work less than fourteen (14) hours per week.*
- 2.3 The calculation of hours used for the allocation of work share shall be based on 1725.5 hours per annum for a 36.25 hour week and 1904 hours per annum for a 40 hour week.*

*Article 3 – Benefits and Salary*

- 3.1 *Employees in this job sharing arrangement shall be accorded the Working Conditions and Employee Benefits contained in Part A and B of the Central Collective Agreement and Part A of the Bargaining Unit Collective Agreements. However, where applicable, they shall be pro-rated in accordance with the employee's hours of work. In particular Articles 18, 19, 20 and Appendices 9, 18 and any other employment stability provisions shall apply as for other regular service employees working full-time.*
- 3.2 *Part C of the Central Collective Agreement and Part B of the Bargaining Unit Agreements will be used to provide administrative direction for the applicable pro-rating of the working conditions and benefits, and Article 57.1 (Pay and Benefits Administration) for the purposes of calculating a basic hourly rate.*
- 3.3 *Continuous service for each partner for the purpose of redeployment will be pro-rated as if they are part-time employees as defined in Article 18.2 of the Collective Agreement.*

*Article 4 – Coverage for Job Share Participant's Absence*

- 4.1 *If one of the job share participants is absent, the remaining job share participant will be given the opportunity on a voluntary basis to perform the absent job share participant's work. There will be no mandatory requirement placed on the job share participant to cover the absence.*
- 4.2 *Should the job share participant elect to voluntarily cover the absence, the employee will be paid for additional hours worked at straight time until the regular weekly class schedule hours of the full-time position (36¼ or 40 hours) is reached.*

*Article 5 – Overtime*

- 5.1 *Authorized periods of work in excess of the regular weekly class schedule hours of the full-time position (36 ¼ or 40 hours) will be compensated for in accordance with Article 8 (Overtime) of the \_\_\_\_\_ Bargaining Unit Collective Agreement.*

*Article 6 – Holiday Payments*

- 6.1 *Entitlement to the twelve (12) holidays shall be in accordance with the pro-rated formula for hours of work in Article 2.1 herein.*
- 6.2 *When a job share participant works on a holiday, in addition to any compensation to which they may be entitled under 6.1 above, the employee shall be paid as per Article 47/73 – Holiday Payment of the \_\_\_\_\_ Bargaining Unit Collective Agreement.*

*Article 7 – Conditions of this Agreement:*

- 7.1 *Participation by employees in this agreement shall be voluntary.*
- 7.2 *There shall be no additional costs incurred by the employer as a result of this job share arrangement.*
- 7.3 *During the trial period of this arrangement and for the purposes of Article 31 of the Central Agreement, work performed by fixed-term employees to backfill the temporary vacancy created by the arrangement shall be considered to be work performed to replace a classified employee on an authorized leave of absence.*

*Article 8 – Trial Period:*

- 8.1 *This agreement shall be for a trial period commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_. If the parties agree to continue the arrangement after this period, the terms of*

*this agreement shall remain in effect.*

- 8.2 *During the trial period, any party (Ministry, Union or sharing employee) may, on thirty (30) days written notice to the other parties, terminate this agreement.*
- 8.3 *If, prior to the end of the trial period, any of the parties feel that a longer trial period is needed to determine the suitability of the job sharing arrangement, such extension may be provided for a period of no longer than six (6) months if unanimously agreed to by all parties.*
- 8.4 *The total trial period, including any extensions, shall not exceed twelve (12) months.*

**Article 9 – Termination of the Job Sharing Agreement**

- 7.1 *This Article applies to the termination of the Job Sharing Agreement following completion of a trial period, as set out in Article 8 of this Agreement.*
- 7.2 *In the event that one employee in the job sharing arrangement leaves that arrangement on a permanent basis for any reason the remaining employee would first be offered the opportunity to assume the position on a full-time basis.*
- 7.3 *If the remaining employee declines the full-time opportunity, the position may be posted and advertised as a job sharing vacancy, subject to the provisions of this agreement.*
- 7.4 *Failing successful filling of the job sharing position, the remaining employee shall be offered a further opportunity to assume the position on a full-time basis.*
- 7.5 *If the remaining employee still declines this opportunity, the position would continue to exist as a full-time position and the Employer may fill the balance of the hours through temporary measures, if required.*

**Article 10 – Term**

- 8.1 *This job sharing agreement shall be in effect for one year and will be effective from the (day) of (month), 20\_\_\_, to the (day) of (month), 20\_\_\_.*
- 8.2 *Within the first year of this agreement may be terminated with four weeks' notice and the sharers will return to their respective positions.*

**DATED THIS \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_.**

\_\_\_\_\_  
*(Sharing Employee 1)*

**For OPSEU**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*(Sharing Employee 2)*

**For the Ministry**

\_\_\_\_\_

\_\_\_\_\_

19. TRANSITION EXIT INITIATIVE

Renew and amend Appendix 46 as follows:

APPENDIX 46

[Date of Ratification] January 24, 2013

TRANSITION EXIT INITIATIVE

TRANSITION EXIT INITIATIVE

MEMORANDUM OF AGREEMENT

Between

ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)  
("the Union")

and

THE CROWN IN RIGHT OF ONTARIO as represented by the  
~~MINISTRY OF GOVERNMENT SERVICES~~ TREASURY BOARD SECRETARIAT  
("the Employer")

The parties have agreed to establish a Transition Exit Initiative (TEI) as follows:

1. All regular, regular part-time and flexible part-time employees will be eligible to apply to a Transition Exit Initiative (TEI).
2. An employee may request in writing voluntary exit from employment with the OPS under the TEI, which request may be approved by the Employer in its sole discretion. The Employee's request will be submitted to the Corporate Employer. The Employer's approval shall be based on the following considerations:
  - i. At the time that an employee TEI request is being considered, the Employer has plans to reduce positions in the OPSEU bargaining unit; and
  - ii. The Employer has determined in its discretion that the employee's exit from employment supports the transformation of the Ontario Public Service.
  - iii. **The Employer will consider whether employees are on the TEI list when making surplus decisions.**

The Employer shall provide written confirmation of receipt of the employee's request within 30 days with a copy to the Union. If the employee's request is approved, the Employer shall provide written notification to the employee with a copy to the Union, and such notification shall include the job title, classification, Ministry and workplace of the employee. An employee may withdraw his/her request by written notice to the Corporate Employer.

3. If there is more than one employee eligible to exit under the TEI **within the same workplace**, the determination of who will exit under the TEI shall be based on seniority.
4. An employee who has received notice of Employer approval to exit under the TEI shall be deemed to have accepted one of the options as outlined in Paragraph 5.
5. An employee who exits from employment under the TEI will only be entitled to the following:

- i. A lump sum of six (6) months' pay, plus one (1) week pay per year of continuous service; or
  - ii. Continuance of salary plus benefits (except STSP and LTIP) for six (6) months commencing on the date set out in Paragraph 6, plus one (1) week pay per year of continuous service or its equivalent period of further salary continuance plus benefits (except STSP and LTIP). For clarity, during the salary continuance period, employee and Employer pension contributions and vacation and pension credits will continue to accrue. Notwithstanding the above, the further salary continuance period shall not be greater than the length of time between the commencement of the salary continuance and the end of the month in which the employee will attain sixty-five (65) years of age. Any remaining balance will be paid forthwith to the employee as a lump-sum.
  - iii. Where the employee does not choose a specific pay-in-lieu option, the employee shall be deemed to have chosen the lump sum option under 5(i).
- 6. In the event that an employee who exits the OPS under the TEI is reappointed to a position in the OPS within 24 months, the employee will repay to the Minister of Finance the six (6) month lump sum paid out under paragraph 5 above.**
- 7. An employee who exits under the TEI and is re-appointed to any position in the OPS may elect to repay the TEI payment of one week per year of continuous service or its equivalent period of salary continuance, thereby restoring entitlement to termination payments under Article 53 or 78 (Termination Payments), as applicable, for the period of continuous service represented by the payment.**
- 6-8** Where an employee is exiting under the TEI, his or her last day at work shall be five (5) working days after the notice of Employer approval to exit is received, or such other period as the employee and the Employer shall agree.
- 7-9.** The payment under Paragraph 5 and any payout of unused vacation or compensating leave credits are payable as soon as possible, but not later than three (3) pay periods following the employee's exit under the TEI.
- 8-10.** Employees exiting under the TEI shall have the entitlements in Paragraph 5 in lieu of the entitlements in Article 53 or 78 (Termination Payments) and paragraph 4 (b) of Appendix 9 (Employment Stability) of the Collective Agreement.
- 9-11.** The parties agree that all employees exiting under the TEI are doing so pursuant to a program of downsizing undertaken by the Employer and in so doing are preventing another employee from being laid off. Accordingly the Employer agrees to take all necessary steps to attempt to ensure that the Human Resources and Skills Development Canada recognizes that the entitlement to Employment Insurance of employees who are laid off and who take a pay-in-lieu of notice option qualifies as registered 'workforce reduction processes' under the Employment Insurance Act.
- 10-12.** The parties agree that at no time will the number of employees exiting under the TEI exceed the number of positions identified by the Employer to be reduced in the bargaining unit.
- 13. The parties recognize that the approval of exits from the Ontario Public Service under TEI is the exclusive right of the employer.**
- 11-14.** This MOA forms part of the collective agreement.
- 15. This Memorandum expires upon the expiry of the Collective Agreement.**

**20. NEW APPENDICES**

Add new Appendices as follows:

**NEW APPENDIX**

**[DATE OF RATIFICATION]**

**EMPLOYEE ASSISTANCE PROGRAM**

**LETTER OF UNDERSTANDING**

**Ms. Ruth Hamilton  
Chief Negotiator, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8**

**Dear Ms. Hamilton:**

**This letter will confirm that the parties at CERC will review the EAP to discuss, including but not limited to, the range of services provided and the scope of visits.**

**Sincerely,**

**Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division**

[This letter forms part of the Collective Agreement]

**NEW APPENDIX**

**[DATE OF RATIFICATION]**

**SERVICEONTARIO SCHEDULING ARRANGEMENTS**

**LETTER OF UNDERSTANDING**

**Ms. Ruth Hamilton  
Chief Negotiator, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8**

**Re: ServiceOntario Scheduling Arrangements**

**The parties agree to refer the issue of ServiceOntario scheduling arrangements to the CERC for discussion.**

Sincerely,

**Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division**

[This letter forms part of the Collective Agreement]

**NEW APPENDIX**

**[DATE OF RATIFICATION]**

**PREFERRED PHARMACY NETWORK**

**LETTER OF UNDERSTANDING**

**Ms. Ruth Hamilton  
Chief Negotiator, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8**

**Dear Ms. Hamilton:**

**This letter shall confirm that during the term of the current Collective Agreement, the Employer shall explore the feasibility of introducing a Preferred Pharmacy Network to support prescription drug coverage for OPSEU employees and shall report its findings to CERC no later than [1 year after ratification].**

Sincerely,

**Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division**

[This letter forms part of the Collective Agreement]

**NEW APPENDIX**

**[DATE OF RATIFICATION]**

**HEALTH AND PRODUCTIVITY PROGRAM REVIEW**

**Ms. Ruth Hamilton  
Chief Negotiator, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8**

**Dear Ms. Hamilton:**

**The parties agree that the CERC will review the Health and Productivity Program in place at the Ministry of Children and Youth Services (MCYS) and will consider the possible application of the program at other Ministries.**

**Sincerely,**

**Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division**

**[This letter forms part of the Collective Agreement]**

**NEW APPENDIX**

**[DATE OF RATIFICATION]**

**DEPENDENT LIFE INSURANCE**

**Ms. Ruth Hamilton  
Chief Negotiator, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8**

**Dear Ms. Hamilton:**

**This letter will confirm that notwithstanding Articles 38.5 and 66.5, flexible-part-time employees who have elected benefit coverage, regular and regular part-time employees who currently do not have Supplementary Life Insurance or Spousal Dependent Life Insurance coverage will have a one-time option to purchase Supplementary Life Insurance or Spousal Dependent Life Insurance without evidence of insurability within sixty (60) days of [date of ratification].**

**Employees must pay the full premium for this coverage.**



Sincerely,

**Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division**

[This letter forms part of the Collective Agreement]

**NEW APPENDIX**

**[DATE OF RATIFICATION]**

**ADMINISTRATIVE CHANGES TO INSURED BENEFITS PLAN**

**LETTER OF UNDERSTANDING**

**Ms. Ruth Hamilton  
Chief Negotiator, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8**

**Dear Ms. Hamilton,**

**The parties agree to meet and discuss administrative changes under the Insurance Carrier's insured benefits plan for OPSEU-represented employees that could lead to savings as soon as practicable following ratification. The parties agree to issue a report and jointly agreed recommendations by no later than May 31, 2016.**

**Yours truly,**

**Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division**

[This letter forms part of the Collective Agreement]

**21. JIBRC TEMPLATE MATERIALS**

Delete Appendix 47 – JIBRC Template Materials

## **22. UPDATED LIST OF APPENDICES:**

Renew the following appendices:

- Appendix 1 – Data File on Union Dues
- Appendix 2 – Letter of Understanding – Recognition Clause in Article 1 of Collective Agreement and Order in Council 243/94
- Appendix 3 – Use of Privately Owned Automobiles
- Appendix 4 – Joint Insurance Benefits Review Committee
- Appendix 5 – Release of Information – Insured Benefits Appeal
- Appendix 6 – Same Sex Spouses
- Appendix 7 – Classification System Subcommittees
- Appendix 8 – Letter of Understanding – Article 22.12 and Appendix 7
- Appendix 9 – Employment Stability
- Appendix 11 – OPSEU Pension Plan
- Appendix 13 – Relocation of an Operation Beyond a 40 Kilometre Radius
- Appendix 15 – Letter of Understanding – Fixed-Term Employees
- Appendix 18 – Memorandum of Agreement – Transfer to New Employer
- Appendix 19 – Memorandum of Agreement – Ontario Internship Program
- Appendix 20 – Letter of Understanding – Certain Pension Issues
- Appendix 21 – Memorandum of Agreement – Enhanced Recruitment Initiative Programme
- Appendix 23 – Letter of Understanding – Innovation Fund
- Appendix 24 – Letter of Understanding – Seniority for Fixed-Term Employees in Correctional Institutions
- Appendix 25 – Letter of Understanding – Conversion of Part-time Fixed-Term Employees
- Appendix 31 – Letter of Understanding Articling Students
- Appendix 34 – Letter of Understanding Classification System
- Appendix 37 – Pay Equity Adjustments
- Appendix 38 – Information and Information Technology
- Appendix 43 – Internationally Trained Professionals Program
- Appendix 44 – Learn and Work Program
- Appendix 48 – Letter of Understanding – Scope
- Appendix 49 – Letter of Understanding - Seasonal Seniority Lists
- Appendix 50 – Letter of Understanding – Job Trades

## **23. TERM OF AGREEMENT**

Amend Article 80 as follows:

### **ARTICLE 80 - TERM OF AGREEMENT**

(FXT, SE, ST, FPT, RPT, GO)

- 80.1 This Agreement covers the period from January 1, 2013~~2015~~, until December 31, 2014~~2017~~. The effective date of any changes to the term of this Central Collective Agreement from the previous Central Collective Agreement, unless otherwise indicated, shall be ~~January 24, 2013~~ [insert date of ratification]. This Central Collective Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party serves notice on the other in writing that it wishes to bargain for a new Central Collective Agreement in accordance with the *Labour Relations Act, 1995*, and the *Crown Employees Collective Bargaining Act, 1993*.