

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 -

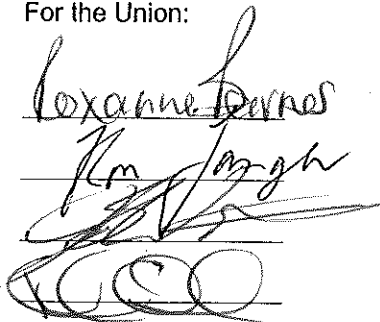
Ontario Public Service Employees' Union

("the Union")

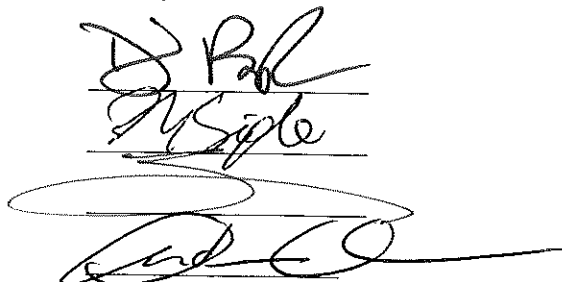
1. The parties agree, subject to ratification by both parties, to the terms and conditions of the Central Collective Agreement as amended by the following agreed to items. Ratification by both parties shall be deemed to have occurred on the latest date on which ratification occurs by the employees in the bargaining unit and by Cabinet. The ratification process will be completed by both parties on or before January 31st, 2013, 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 31st day of December 2014.
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 All issues in dispute are hereby withdrawn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 9th day of January 2013.

For the Union:



For the Employer:



Paul Fox

Tony Cass

Len Elliott

Cindy

Byron Mackey

Steve Crook

[Signature]

Shirley
Rhodes

Bruce

John Johnson

Mark McE

M. Webb

[Signature]
Robert [Signature]
Barry [Signature]

[Signature]

1. DEFINITIONS

Amend definitions as follows:

- 1.1 A "regular employee" is a public servant appointed under section 32 of the *Public Service of Ontario Act, 2006* other than for a fixed term.
- 1.2 "Regular Service" is that part of the Public Service composed of regular employees.
- 1.3 A "fixed term employee" (FXT) is a public servant appointed under Part III of the *Public Service of Ontario Act, 2006* for a fixed term.
- 1.4 "Fixed Term Service" is that part of the Public Service composed of fixed term employees.
- 1.5 A "Regular part-time employee" (RPT) is a regular part-time employee who has been appointed to the Regular Service.
- ...
- 1.7 A "Flexible Part Time" (FPT) is an employee who has been appointed to the Regular Service who is assigned to one of two minimum annual hours of work categories, either a minimum of 1,000 hours per annum (Category 1), or a minimum of 1,500 hours per annum (Category 2).

2. INFORMATION TO NEW EMPLOYEES

Amend Article 5 as follows:

ARTICLE 5 – INFORMATION TO NEW EMPLOYEES

...

- 5.3 A newly hired fixed-term or seasonal employee shall be informed in writing of the option to join the OPSEU Pension Trust.

3. SENIORITY (LENGTH OF CONTINUOUS SERVICE)

Amend Article 18 as follows:

ARTICLE 18 – SENIORITY (LENGTH OF CONTINUOUS SERVICE) (FXT, RPT)

...

- 18.5 An OPS-wide seniority list and seniority lists for each ministry, including the employees' names, employee ID number, date of continuous service, ministry, classification, position title and location shall be maintained and provided to OPSEU twice annually on a quarterly basis. In addition, the ministry seniority list shall be provided to the MERC Co-Chair upon request to the Employee Relations Division but in no case shall such requests be made more than once per month.

4. LOCAL AND MINISTRY NEGOTIATIONS

Amend Article 16 and add new letter as an Appendix as follows:

ARTICLE 16 - LOCAL AND MINISTRY NEGOTIATIONS (FXT, SE, FPT, RPT)

...

16.5.1 MERC Co-chairs will be provided with a listing of fixed-term employees (including students) on a quarterly basis. The listing of fixed-term employees shall include:

- Employee name
- Position Title
- Division & Branch
- Location, City
- Employee Status
- Employee ID
- Classification & Job Code
- Position Entry Date
- Current position length
- Expected End Date
- Months in Current Position

16.5.2 Seniority lists of seasonal employees for each ministry, where applicable, including the employees' names, employee ID number, date of continuous service, 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.

[DATE OF RATIFICATION]

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

Dear Ms. Hamilton,

This letter shall confirm the parties' understanding that, notwithstanding Article 16.5.2, those MERCs that currently receive the seasonal seniority lists more frequently than twice annually will continue to do so.

Sincerely,

**David Brook
Director, Union-Management Relations
Employee Relations Division**

[Letter forms part of the Collective Agreement]

5. LEAVE WITHOUT PAY

Amend Article 24 as follows:

ARTICLE 24 - LEAVE WITHOUT PAY (FXT, SE, FPT, RPT)

...

- 24.2** Family Medical Leave and Personal Emergency Leave will be granted to employees in accordance with the *Employment Standards Act, 2000*, as may be amended.

6. LEAVE - PENSION TRUSTEES

Amend Article 29 as follows:

ARTICLE 29 - LEAVE - PENSION TRUSTEES (FPT, RPT)

- 29.1** Union Trustees of the OPSEU Pension Plan shall be granted leave of absence without pay and without loss of credits to attend trustee and committee meetings, education, training and conferences related to pensions. Leave of absence under this article shall include reasonable travel time.
- 29.2** The Union will advise the Directors of Human Resources of the affected ministries of the names and locations of such employees, immediately following their appointment to the Board of Trustees of the OPSEU Pension Plan.

7. ONTARIO INTERNSHIP PROGRAM

Renew and amend Appendix 19 as follows:

APPENDIX 19
~~FEBRUARY 26, 2009~~ [DATE OF RATIFICATION]
ONTARIO INTERNSHIP PROGRAM

MEMORANDUM OF AGREEMENT

between

THE CROWN IN RIGHT OF ONTARIO
(MANAGEMENT BOARD OF CABINET)

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

Preamble:

The Province of Ontario has introduced a Corporate Internship Program to support the goals of the *Human Resource Strategy for the Ontario Public Service (OPS)*.

Each year, based on the needs of the organization, the Ministry of Government Services (MGS) will review and identify key skill areas where recruitment should be focused. Positions will be assigned to a specific occupational group where there is an identified skill shortage.

The internship program will provide each successful candidate with structured work experiences and learning opportunities through rotational assignments.

The internship program is not intended to adversely affect promotional, training and developmental opportunities of employees in the OPSEU bargaining unit.

The parties hereby agree as follows:

1. This agreement is intended to facilitate the implementation of the Corporate Internship Program within the OPS.
2. For the duration of this agreement the Crown will recruit for the Ontario Internship Program in total, up to one hundred and fifty (150) (with no obligation to reach this number) post secondary graduates each fiscal year. The nature of the work performed in the individual rotational assignment will determine whether the intern falls within the scope of OPSEU, AMAPCEO or Management/Excluded.
3. Interns will be hired by MGS on fixed-term contracts for a period of up to two (2) years. Compensation will begin at the appropriate entry level rate for interns and reflect the developmental and training nature of the rotational assignments. **However, where the selected candidate is in the Regular Service, they may be assigned on a temporary assignment basis for a period of up to two (2) years while continuing to retain their Regular employment status. Despite any other articles related to temporary assignments and/or pay administration in the collective agreement, compensation for the intern temporary assignment will begin at the appropriate entry level rate for interns and reflect the developmental and training nature of the rotational assignments.**
4. As training opportunities, the internship appointments will not be considered as vacant or new positions which otherwise require posting in accordance with the collective agreement.
5. The Parties agree that Article 31A.15 of the Collective Agreement does not apply to the internship assignments or interns.
6. Interns will be entitled to apply to restricted competitions for twelve (12) months after the expiry of their final contract with the Ontario Internship Program. It is understood that the positions posted will have previously cleared surplus.
7. Each year, the Employer will advise OPSEU of the internship assignments that the Employer has identified as being excluded from the bargaining unit. Where new assignments are considered, the Employer will advise OPSEU in a timely manner.
8. The Employer agrees to report the total number of interns to the Central Employee Relations Committee (CERC) quarterly.
9. The Employer agrees to consult with OPSEU through the Central Employee Relations Committee on issues which arise through the operation of the Corporate Internship Program.
10. Internship assignments will not:
 1. Include the non-trivial work of an OPSEU employee in the work unit who has been designated surplus or an OPSEU position that has been abolished in a work unit within the preceding 24 months.
 2. Be in work units under pre-notice of layoff under Article 20. When a pre-notice occurs within the work unit, any intern in the work unit will be reassigned.
 3. Substitute for the recruitment of an OPSEU position.
 4. Adversely affect direct assignment/recall opportunities of employees in the bargaining unit.

- 11.1 Disputes that arise respecting this agreement and the exclusion of internship assignments shall be resolved by mediation/arbitration in an expeditious and informal manner without prejudice. The mediator/arbitrator shall have all powers of an arbitrator under the Crown Employees Collective Bargaining Act. 11.2 The parties shall appoint a mediator / arbitrator from the following list: Ken Petryshyn Loretta Mikus Deborah Leighton
- 11.2.1 If the parties are unable to settle the dispute in mediation, the mediator/ arbitrator shall endeavour to assist the parties to agree upon the material facts in dispute and then shall determine the dispute by arbitration.
- 11.2.2 When determining the dispute, the mediator/arbitrator may limit the nature and the extent of evidence and submissions and may impose such conditions that he or she considers appropriate.
- 11.2.3 The mediator/arbitrator shall be requested to make a decision within five days, but no later than ten (10) days after completing proceedings on the dispute submitted to arbitration.
- 11.3 The fees and expenses of the mediator/arbitrator shall be divided equally among the parties.
12. The term of this agreement shall continue from the date of signing until the expiry of the OPSEU Collective Agreement. Signed at Toronto, Ontario this 26th day of February, 2009 (insert date).

8. MINISTRY EMPLOYEE RELATIONS COMMITTEES

Renew and amend Appendix 29 as follows:

Appendix 29

~~June 24, 2005~~ Revised [insert date]

MINISTRY EMPLOYEE RELATIONS COMMITTEES

MINISTRY EMPLOYEE RELATIONS COMMITTEE

TERMS OF REFERENCE

Purpose

The parties recognize the value of discussing issues of mutual interest in order to achieve understanding and where required resolution and thus enhance the relationship between Management, the Union and the Employees. It is understood that resolutions reached at these meetings shall respect the rights and entitlements contained in the collective agreement.

Duties Of The Committee

The committee shall discuss issues as submitted by the parties in sufficient time to allow for proper preparation in advance of the meeting.

Items may be raised at the meeting itself but only for the purpose of being scheduled for discussion at a subsequent meeting, unless otherwise agreed to by the parties.

The committee shall discuss issues that have been referred from the workplace level that have been discussed at that level but have not been resolved.

The parties agree that the MERCs will examine issues related to Training and Development as they apply to the

Ministry.

The issues that the MERCs will review include, but are not limited to:

- the Ministry's training and development mandate;
- the structure or development of internal training programs and special project training assignments;
- review information regarding training from other jurisdictions;
- the current timelines for recertification and upgrading opportunities;
- professional and career development opportunities other than mandatory training;
- alternative methods to e-learning and how e-learning is delivered; and
- discuss the distribution of training and upgrading opportunities.

If concerns regarding workload remain unresolved after discussing it with the employees manager and after discussions at the appropriate LERC, the union may raise it at the MERC. The MERCs, as a part of their mandate, will monitor and attempt to resolve specific workload issues.

Where service delivery crosses more than one ministry, the affected MERCs will form a working group to resolve workload issues.

The committee may refer to the CERC items that have been discussed at this level but remain unresolved.

The committee will establish a timeframe within which to respond to an agenda issue discussed at a meeting. In determining a timeframe the parties shall consider the complexity of the issue and allow sufficient time to investigate and respond. In the event that the parties cannot determine a timeframe, a response must be given within thirty (30) working days from the date of the meeting at which the issue was discussed.

An agenda as developed by the Co-Chairs shall be circulated to the members of the committee at least three (3) working days in advance of the date of the meeting.

At the conclusion of the meeting the Co-Chairs shall ensure that draft minutes of the meeting are prepared and circulated to the members of the committee within ten (10) working days from the date of the meeting. These minutes shall be signed by the Co-Chairs who authorize them for distribution. The signed minutes will be posted on the Ministry's intranet and on the Union's website.

Composition

There shall be up to five (5) members from the Union, which may include an OPSEU staff representative, and an equal number from Management.

Other resources can join a meeting to discuss a particular item on the agenda.

Chairs

The committee shall have Co-Chairs, one from management and one from the union who will ensure the following:

- Schedule meetings
- Develop an agenda

- Ensure that minutes are prepared by the Ministry and released in a timely fashion
- Alternate as chairs of a meeting. It shall be the responsibility of the Chair to ensure that discussion proceed in a manner that allows full discussion of the views of the members in an atmosphere of dignity and respect.

Frequency Of Meetings

There shall be at least four (4) meetings per calendar year.

Other meetings may be scheduled with the agreement of the Co-Chairs.

Time Off

Union members of the committee shall have the time spent traveling to scheduled meetings, and the time spent at the joint meetings of the committee with no loss of regular pay, seniority and credits.

9. FLEXIBLE HOURS OF WORK AND TELEWORK ARRANGEMENTS

Renew and amend Appendix 42 as follows:

APPENDIX 42 **February 26, 2009 Revised [insert date]** **FLEXIBLE HOURS OF WORK AND TELEWORK ARRANGEMENTS**

LETTER OF UNDERSTANDING

Flexible hours of work arrangements are defined as when the start and/or stop times for the employee are outside of a designated core period. Telework is an alternate work arrangement in which work that is traditionally conducted in the employee's headquarters is performed at an alternate location which may include the employee's home.

Whereas the parties agree that flexible hours of work arrangements and telework arrangements can be an effective method of assisting employees to balance work and personal responsibilities as well as achieving organizational objectives, the parties agree to the following:

- 1) Hours of work shall be arranged to best serve the convenience of the public and the achievement of operational needs.
- 2) The parties recognize that there may be instances where flexible hours of work arrangements and telework arrangements may not be a viable method of arranging schedules or work locations to meet operational requirements. Further, the parties agree that it is critical to, at a minimum, adhere to common service standards.
- 3) Local Employee Relations Committees may enter into a review process on the feasibility of incorporating flexible hours of work arrangements and/or telework arrangements in the workplace.
- 4) Should the workplace not have a Local Employee Relations Committee, the Ministry Employee Relations Committee may review the feasibility of incorporating a flexible hours of work arrangement and/or telework arrangements in the workplace.

- 5) When the employer cancels or amends a flexible hours of work arrangement or telework arrangement, they shall provide notice to the affected employee(s) in writing at least one (1) month prior to the cancellation or amendment.
- 6) The parties recognize that the Employer has the right to deny, alter or cancel flexible hours of work arrangements and telework arrangements. The Employer's exercise of discretion pursuant to this letter shall not be grievable.
- 7) The model agreements with respect to flexible hours of work arrangements (Appendix A), group flexible hours of work arrangements (Appendix B), variable hours of work arrangements (Appendix C) and telework (Appendix D) are set out in the Appendices.

Dated this 26th-day of February, 2009, in Toronto, Ontario

APPENDIX A - Model Flexible Hours of Work Agreement

MEMORANDUM OF AGREEMENT

BETWEEN: _____ (Unit/Branch/Division/Ministry)

AND: _____ (Employee(s))

AND: _____ (OPSEU)

This Flexible Hours of Work (FHW) agreement is made in accordance with Article 16 (Local and Ministry Negotiations) and Appendix 42 (Flexible Hours of Work Arrangements) of the Central Collective Agreement between the Ontario Public Service Employees Union (OPSEU) and the Crown in right of Ontario, represented by Management Board of Cabinet.

Unless otherwise specified in this Agreement, all articles of the Central and (Unified or Correctional) Bargaining Unit Collective Agreements apply to employees covered by this Agreement.

Section 1 – Employee(s) and Work Unit Covered

This section requires the following information: Employee(s), Job Title, Work Unit/Branch, Division, Region, Street Address, Manager.

Sample language:

This FHW agreement applies to:

Jane Doe, Administrative Assistant
Customer Service Branch
Direct Services Division
Eastern Region
Ministry of Government Services
2 Second Street, Unit 2000, Kingston, Ontario, LLL 123

Manager: Michael Manager

Section 2 – Hours of Work

Under a flexible hours of work agreement, the employees work the minimum numbers of hours required for their schedule (minimum of 7.25 hours for Schedule 3 & 3.7, minimum of 8 hours each day for schedule 4 & 4.7 or a minimum of 36.25 hours per week for schedule 6) but the scheduled start and/or stop times for the employee are outside of a designated core period.

Sample language:

2.1 The parties agree that the employee will adhere to the following weekly work schedule:

Work Day	Monday	Tuesday	Wednesday	Thursday	Friday	Lunch Period
Hours of work	7:00am - 3:15pm	7:00am – 3:15pm	7:00am - 3:15pm	7:00am - 3:15pm	7:00am - 3:15pm	11:00am - 12:00pm

2.2 The employee agrees to exercise flexibility when operational needs arise. With reasonable notice, the hours of work will be adjusted when required to attend meetings and to otherwise meet operational needs.

2.3 Article UN5.2 or COR5.2, of the Bargaining Unit Collective Agreement shall not apply to employees working this schedule.

Section 3 – Training Assignments

Sample language:

3.1 When an employee covered by this FHW agreement attends a training program, the Employer may change the employee's scheduled hours of work as set out in this agreement.

Section 4 – Term

The employee and his or her manager shall agree upon the duration of the agreement in keeping with the principles set out in the first two pages of this document.

Either the employee or his or her manager may propose amendments to the agreement which must be mutually agreed upon by the parties. If agreed upon, such amendments must be signed off by the employee and his or her manager.

In addition, a minimum one month termination notice clause is to be included in accordance with paragraph 5 of Appendix 42 of the OPSEU Central Collective Agreement.

Sample language:

4.1 This Agreement shall be for ____ months and will be effective from _____ to _____.

4.2 The parties agree to conduct a review of the agreement on an annual basis.

4.3 Either party may, on written notice of one (1) month to the other party, terminate this Agreement.

Dated this _____ day of _____, _____.

Employee

Manager

OPSEU

Other Ministry Official

(If required by the Ministry's delegation of authority)

Appendix B – MODEL GROUP FLEXIBLE HOURS OF WORK AGREEMENT

MEMORANDUM OF AGREEMENT

BETWEEN: _____ (*Unit/Branch/Division/Ministry*)

AND: _____ (*List all Employee(s) participating in this arrangement*)

AND: _____ (*OPSEU*)

This Group Flexible Hours of Work agreement is made in accordance with Article 16 (Local and Ministry Negotiations) and Appendix 42 (Flexible Hours of Work Arrangements) of the Central Collective Agreement between the Ontario Public Service Employees Union (OPSEU) and the Crown in right of Ontario, represented by Management Board of Cabinet.

Unless otherwise specified in this Agreement, all articles of the Central and (Unified or Correctional) Bargaining Unit Collective Agreements apply to employees covered by this Agreement.

Section 1 – Employee(s) and Work Unit Covered

This section requires the following information: Employee(s), Job Title, Work Unit/Branch, Division, Region, Street Address, Manager.

Sample language:

This Group Flexible Hours of Work agreement applies to the following four employees:

Jane Doe, Administrative Assistant
Joe Q. Public, Administrative Coordinator
Citizen A, Administrative Assistant
Resident B, Administrative Coordinator

Work location of the participating employees:

Customer Service Branch
Direct Services Division
Eastern Region
Ministry of Government Services
2 Second Street, Unit 2000, Kingston, Ontario, LLL 123

Manager: Michael Manager

Section 2 – Hours of Work

Under a group flexible hours of work agreement, the employees work the minimum numbers of hours required for their schedule (minimum of 7.25 hours for schedule 3 & 3.7, minimum of 8 hours each day for schedule 4 & 4.7 or minimum of 36.25 hours per week for schedule 6) but the scheduled start and/or stop times for the employee are outside of a designated core period.

Sample language:

- 2.1 The parties agree that the participating employees will adhere to the following weekly work schedule:

Employee Name	Days of work	Hours of work	Core hours (if applicable)
Jane Doe	Monday, Tuesday, Wednesday, Thursday, Friday	7:00 a.m. to 3:15 p.m. includes a one-hour lunch break	At least one employee must be present in the office during the core hours of 9:00 a.m. to 3:30 p.m. Employees covered by this agreement are required to coordinate their lunch breaks to ensure such coverage. If for operational reasons such coverage cannot be provided, the manager must be notified at least one business day in advance.
Joe Q. Public	Monday, Tuesday, Wednesday, Thursday, Friday	7:30 a.m. to 3:45 p.m. includes a one-hour lunch break	
Citizen A	Monday, Tuesday, Wednesday, Thursday, Friday	8:00 a.m. to 4:15 p.m. includes a one-hour lunch break	
Resident B	Monday, Tuesday, Wednesday, Thursday, Friday	8:30 a.m. to 4:45 p.m. includes a one-hour lunch break	

- 2.2 The participating employees agree to exercise flexibility when operational needs arise. With reasonable notice, the hours of work will be adjusted when required to attend meetings and to otherwise meet operational needs.
- 2.3 Article UN5.2 or COR5.2, of the Bargaining Unit Collective Agreement shall not apply to employees working this schedule.

Section 3 – Training Assignments

Sample language:

- 3.1 When a participating employee attends a training program, the Employer may change their hours of work as set out in this agreement.

Section 4 – Term

The Bargaining Agent and Employer shall agree upon the duration of the agreement in keeping with the principles

set out in the first two pages of this document but shall be no longer than twelve (12) months in duration.

Either the Employer or the Bargaining Agent may propose amendments to the agreement which must be mutually agreed upon by the parties. If agreed upon, such amendments must be signed off by the Bargaining Agent and the Employer.

The Employer and Bargaining Agent will conduct a review at the LERC on an annual basis. Evaluation topics can include but are not limited to:

- a) positive and negative effects of Group Flexible Hours of Work agreement implementation and conditions on service delivery, including costs/savings;*
- b) evaluation of work coverage arrangements;*
- c) new or emerging issues that could impact this agreement or its continuance; or*
- d) employee satisfaction and/or suggestions.*

In addition, a minimum one (1) month termination notice clause is to be included in accordance with paragraph 5 of Appendix 42 of the OPSEU Central Collective Agreement.

Sample language:

- 4.1 This Agreement shall be in force for ____ months and will be effective from _____ to _____.
- 4.2 All service and operational issues or problems affecting or resulting from the implementation of this agreement will be reviewed, evaluated and reported at the Local Employee Relations Committee on an annual basis.
- 4.3 The Employer or Bargaining Agent may, on written notice of one (1) month to the other party, terminate this Agreement.

Dated this _____ day of _____, _____.

Participating Employee

Manager

Participating Employee

Other Ministry Official
(If required by the Ministry delegation of authority)

Participating Employee

Participating Employee

OPSEU

APPENDIX C – MODEL VARIABLE HOURS OF WORK AGREEMENT

MEMORANDUM OF AGREEMENT

BETWEEN: _____ (Unit/Branch/Division/Ministry)

AND: _____ (Employee(s))

AND: _____ (OPSEU)

This Variable Hours of Work agreement is made in accordance with Article 16 (Local and Ministry Negotiations) and Appendix 42 (Flexible Hours of Work Arrangements) of the Central Collective Agreement between the Ontario Public Service Employees Union (OPSEU) and the Crown in right of Ontario, represented by Management Board of Cabinet.

Unless otherwise specified in this Agreement, all articles of the Central and (Unified or Correctional) Bargaining Unit Collective Agreements apply to employees covered by this Agreement.

Section 1 – Employee(s) and Work Unit Covered

This section requires the following information: Employee(s), Job Title, Work Unit/Branch, Division, Region, Street Address, Manager.

Sample language:

This Variable Hours of Work agreement applies to:

Jane Doe, Administrative Assistant
Customer Service Branch
Direct Services Division
Eastern Region
Ministry of Government Services
2 Second Street, Unit 2000, Kingston, Ontario, LLL 123

Manager: Michael Manager

Section 2 – Hours of Work

Under a variable hours of work agreement, the employee works the required minimum hours of work for their schedule over the course of a week (ie. minimum of 7.25 hours/day = 36.25 hrs/week for schedule 3 & 3.7 or a minimum of 8 hours /day = 40 hrs/ week for schedule 4 or 4.7 or a minimum of 36.25 hrs/week for Schedule 6).

Sample language:

2.1 The parties agree that the employee will adhere to the following weekly work schedule:

Work Day	Monday	Tuesday	Wednesday	Thursday	Friday	Lunch Period
Hours of work	7:00am - 6:00pm	8:00am – 4:00pm	8:00am - 4:00pm	7:00am - 6:00pm	8:00am - 5:00pm	12:00pm - 1:00pm

2.2 The employee agrees to exercise flexibility when operational needs arise. With reasonable notice, the hours of work will be adjusted when required to attend meetings and to otherwise meet operational needs.

- 2.3 Article UN5.2 or COR5.2, of the Bargaining Unit Collective Agreement shall not apply to employees working this schedule.

Section 3 – Statutory Holidays

- 3.1 Where a holiday specified in Article 47 (Holidays) of the Central Collective Agreement falls on an employee's regularly scheduled shift, the employee continues to work their regular schedule for the rest of the week with no loss in pay and with no loss in credits.
- 3.2 Where an employee works on a holiday included under Article 47 (Holidays) of the Central Collective Agreement, he or she shall be paid at the rate of two (2) times his or her basic hourly rate for all hours worked with a minimum credit of the number of regularly scheduled hours.
- 3.3 In addition to the payment provided by Article 3.2, an employee who works on the holiday shall receive the number of regularly scheduled hours, at his or her basic hourly rate or compensating leave for the number of regularly scheduled hours, provided the employee opts for compensating leave prior to the holiday.

If in the Correctional Bargaining Unit include the following:

Where an employee opts for compensating time he/she may only earn up to 87 or 96 hours per calendar year as applicable in accordance with COR 13.2.

Section 3 – Overtime

- 3.1 Authorized periods of work in excess of the regular working periods specified in Articles UN 2.1 or COR 2.1 of this agreement or on scheduled day(s) off will be compensated for in accordance with Article UN8 or COR8, (Overtime) of the Bargaining Unit Collective Agreement.

Article 4 - Short Term Sickness Plan and Vacation Credits

- 4.1 Short Term Sickness - Employees shall be entitled to full pay for the first (43½ or 48) hours of absence due to sickness or injury and seventy-five percent (75%) for the next (899 or 992) hours of absence due to sickness or injury. Employees may exercise their option under Article 44.6 (Short Term Sickness Plan) of the Central Collective Agreement by deducting one-quarter (¼) of an accumulated credit for each (7¼ or 8) hours of absence.

- 4.2 Vacation Credits - A deduction from an employee's vacation credits will be made for each day of approved vacation leave of absence as follows:

(Prorating determined by length of workday. For an employee on Schedule 4, off on a ten (10) hour day, deduct $10/8 \times 1$ credit = 1.25 credits. For an employee on Schedule 4, off on a six (6) hour day, deduct $6/8 \times 1$ credit = 0.75 credits.)

A partial day's absence will be prorated on the same formula.

Article 5 - Workplace Safety & Insurance

- 5.1 For the purposes of Article 41.2 (Workplace Safety & Insurance) of the Central Collective Agreement "sixty-five (65) working days" shall be deemed to be (471¼ or 520) hours.

Article 6 - Training Assignments

- 6.1 When an employee covered by this variable hours of work agreement attends a training program, the Employer may change the employee's scheduled hours of work to the greater of:
- (a) 7½ or 8 hours per day, as applicable, or
 - (b) the actual number of hours spent receiving training, for each day that the employee participates in the training program.
- 6.2.1 Where the change prescribed in Article 6.1 results in fewer or more hours than the employee was previously scheduled to work on the day(s) in question, the "extra" or "deficit" hours shall be reduced to zero within sixty (60) working days of the completion of the training program, without any loss of pay by the employee or overtime payments by the Employer, as follows:
- (a) the employee shall be required to work a corresponding number of hours to make up for any deficit hours; or
 - (b) the employee shall be scheduled off duty for a corresponding number of hours to offset any extra hours.
- 6.2.2 Where there is mutual agreement, an employee may receive pay at his or her basic hourly rate for extra hours in lieu of being scheduled off duty in accordance with Article 6.2.1 (b).
- 6.2.3 Where an employee's extra hours have not been reduced to zero within sixty (60) working days in accordance with Article 6.2.1, any such hours remaining to the employee's credit shall be paid at the employee's basic hourly rate.

Article 7 - Special and Compassionate and Bereavement Leave

Such leaves are not to be prorated.

Section 8 – Term

The employee and his or her manager shall agree upon the duration of the agreement in keeping with the principles set out in the first two pages of this document.

Either the Employee or his or her manager may propose amendments to the agreement which must be mutually agreed upon by the parties. If agreed upon, such amendments must be signed off by the employee and his or her manager.

In addition, a minimum one (1) month termination notice clause is to be included in accordance with paragraph 5 of Appendix 42 of the OPSEU Central Collective Agreement.

Sample language:

- 8.1 This Agreement shall be for ____ months and will be effective from _____ to _____.
- 8.2 The parties agree to conduct a review of the agreement on an annual basis.
- 8.4 Either party may, on written notice of one (1) month to the other party, terminate this Agreement.

Dated this ____ day of _____, _____.

Employee

Manager

OPSEU

Other Ministry Official (If required by the Ministry
delegation of authority)

APPENDIX D – MODEL TELEWORK AGREEMENT

MEMORANDUM OF AGREEMENT

BETWEEN: _____ (Unit/Branch/Division/Ministry)

AND: _____ (Employee(s))

AND: _____ (OPSEU)

The official workplace is located at _____ (Workplace Address)

The position that is the subject of this agreement: _____ (Position Title)

Purpose	1	<p>The purpose of this document is to outline and clarify some of the issues involved in the telework initiative being conducted by the <u>(insert Ministry, Division and Branch)</u>.</p> <p>The Employee should read this carefully and discuss any questions with his/her manager.</p>
Term	2	<p>This Agreement shall be for _____ months (<i>No longer than 12 months in duration</i>) and will be effective from _____ to _____.</p> <p>Either party may propose amendments to the agreement which must be mutually agreed upon by the parties. If agreed upon, such amendments must be signed off by the employee and his or her manager.</p> <p>All service and operational issues or problems affecting or resulting from the implementation of this agreement will be reviewed, evaluated and reported at the Local Employee Relations Committee on an annual basis.</p>
Telework Days per Week	3	<p>Telework days will not exceed _____ days per week at the alternative work location, but may be decreased at the request of the Employee or the Employer with reasonable notice.</p> <p>A work schedule identifying the Employee's telework days will be developed between the Employee and their manager and attached to this document.</p>
Attendance at the Office	4	<p>The Employee understands and is aware of the requirement to report to the Employer's official workplace on telework days for team meetings, training and/or at management's discretion.</p>

Transportation	5	The Employee is responsible for transportation costs to and from the official workplace.
Work Hours	6	<p>The Employee's regular hours of work at the teleworkplace will be within the core hours of _____, Monday to Friday. The Employee will be accessible via telephone and on-line during these hours.</p> <p>The Employee's daily work schedule will consist of the same number of hours normally worked under their hours of work schedule (i.e., Schedule 3 or 4), which is a minimum of 7.25 or 8 hours per day.</p>
Tasks	7	The Employee will be performing the duties as described in the Job Description and will abide by all of the Employer's directives, policies, procedures and legislation while teleworking.
Temporary Return to Official Workplace	8	The Employee may be required to temporarily return to the official workplace for a period of time due to operational requirements such as prolonged system failure and inoperable equipment.
Employee Salary and Benefits	9	The Employee's salary, job responsibilities and benefits will not change due to their involvement in the telework agreement.
Teleworkplace <i>(There can be multiple teleworkplaces including other government offices)</i>	10	<p>The Employee's teleworkplace will be located at: _____ <i>(insert full address).</i></p> <p>The Employee's teleworkplace telephone number is: _____.</p> <p>The Employee will provide six weeks advance notice of any change to the teleworkplace location. The telework agreement cannot be extended to any other location, such as a seasonal home or cottage, without authorization from the Employee's manager.</p> <p>On telework days, the teleworkplace is the place of employment for the purpose of Articles 13 and 14 of the OPSEU Collective Agreement.</p> <p>The official workplace will remain the headquarters/place of employment for all other entitlements under the collective agreement.</p>
Zoning Regulations	11	It is the Employee's responsibility to ensure that a telework agreement is in accordance with the municipal zoning regulations and in accordance with the residential lease, if applicable.
Family Responsibilities	12	The Employee will have arrangements in place for regular dependent (child or elder) care.

Government Equipment	13	<p>The Employer will determine what government equipment is required and shall be provided at the teleworkplace; said equipment will be used only as part of the Employee's official duties. A list of the equipment provided to the Employee will be attached to this document.</p> <p>If there is a problem with the government equipment provided, the Employee will bring it in to the official workplace for repair.</p>
Safety and Security	14	<p>The Employee is responsible for ensuring security and safety requirements are met in the teleworkplace to protect the Employee, information and equipment that may be provided by the Ministry. A Health and Safety Telework Checklist, completed by the Employee and the manager, must be attached to this document.</p> <p>The Employee will comply with the Employer's security policies, standards and procedures and will exercise reasonable care to protect government information, either electronic or hard copy, and assets against unauthorized disclosure, loss, theft, fire, destruction, damage or modification.</p> <p>The Employee must also follow applicable confidentiality guidelines.</p>
	15	<p>The Employee shall properly secure sensitive documents and related waste and bring them to the Employer's official workplace for destruction. The Employee shall comply with security policies, standards and procedures while departmental documents are being transported.</p>
	16	<p>The Employee will meet with clients only at the Employer's official workplace or, if applicable, in the field.</p>
	17	<p>The Employee will ensure that government information and assets are used in accordance with government policies. The Employee will use only the software provided by the Employer.</p>
	18	<p>The Employee must immediately notify the Employer of any work-related accident and/or injury or breach of security involving information and/or assets occurring at the teleworkplace.</p> <p>Coverage by the Workplace Safety and Insurance Board (WSIB) applies to work-related accidents that arise out of or occur in the course of employment.</p>
Insurance	19	<p>The Employee is responsible for ensuring their home insurance policies include appropriate coverage for a home office, where applicable.</p>
Teleworkplace Costs	20	<p>The Employer will not be responsible for costs relating to the teleworkplace beyond the purchase, installation and maintenance of government issue equipment and/or furniture.</p>
On-site Visits	21	<p>The Employee shall grant access to the teleworkplace to authorized representatives of the Employer, with proper identification, to carry out maintenance and/or provide technical support for government property. The timing of such access will be arranged between the Employee and the Employee's manager.</p>

Termination of Arrangement	22	<p>The telework agreement may be terminated at any time by either the Employee or the Employer on one (1) month written notice or earlier by mutual agreement.</p> <p>It is the Employee's responsibility to inform the Bargaining Agent of the termination of this agreement.</p> <p>The arrangement automatically terminates if the Employee leaves the position that is the subject of this agreement.</p> <p>The arrangement automatically terminates on the release of a conciliation "no board" report.</p>
-----------------------------------	----	--

Dated this _____ day of _____.

Employee

Manager

OPSEU

Other Ministry Official (If required under the Ministry delegation of authority)

attachment - Health and Safety checklist

Sample Telework Schedule(s)

(This is attached to the Telework Agreement)

Sample 1

Employee's name: _____

Telework Cycle: 4 weeks

(This sample sets out a four-week cycle. Cycles may range from one to four weeks).

Telework Schedule:

Work Calendar	Working days - Telework days are marked with an "X"				
	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1 (or specify dates)	X	In office	X	In office	In office
Week 2 (or specify dates)	X	In office	In office for monthly staff meeting	X	In office
Week 3 (or specify dates)	X	In office	X	In office	In office
Week 4 (or specify dates)	X	In office	X	In office	In office
Etc....					

Note: As per the Telework agreement, the Employee may be required to report to the Employer's official workplace on telework days for in-person meetings, training and/or at management's discretion.

Sample 2

Employee's name: _____

Telework Schedule:

The Employee is required to be in the official workplace at least ____ number of days per week.

The Employee will inform his/her manager of when they will be present in the official workplace in accordance with office practices

Note: As per the Telework agreement, the Employee may be required to report to the Employer's official workplace on telework days for in-person meetings, training and/or at management's discretion.

10. JOB TRADES

Add new Appendix as follows:

Appendix XX
[insert date]
Job Trades

Letter of Understanding

In an effort to simplify the job trades process under Article 10.3 of the OPSEU Central Collective Agreement the parties agree that the positions and classifications listed below are not required to submit an employee portfolio as part of the registration process for job trades. Employees in these classifications will be considered to possess the qualifications and knowledge contained in the position description of their home position.

Ministry of Community Safety and Correctional Services

Classifications

Correctional Officer 2	15 General Administration
Probation Officer 2	15 Chaplain
Recreation Officer 2	16 Social Work
Provincial Bailiff 1	16 Chaplain
Provincial Bailiff 2	16 Pharmacy
Fire Services Advisor 1	17 Personnel Administration
Fire Services Advisor 2	17 Program Analysis
Laundry Worker 2	17 Purchasing and Supply
Nurse 2	17 Pharmacy
Cook 1	17 Social Work
Cook 2	18 Financial Administration
Maintenance Plumber	18 Program Analysis
Maintenance Locksmith	18 Social Work
Correctional Locksmith	19 Program Analysis
Maintenance Electrician	19 Social Program

Maintenance Welder
Industrial Officer I
Industrial Officer 2
Grounds Maintenance Worker
13 General Administration
14 General Administration

Fire College Instructor
Fire Safety Officer 1
Fire Safety Officer 2
Fire Safety Officer 3
Fire Services Investigator 1
Fire Services Investigator 2

Positions

P&P Community Support Representative - OAD10
P&P Secretary - OAD8
Rehabilitation Officer 2, Adult Institution Services
Rehabilitation Officer 2, Adult Community Services

Ministry of Community and Social Services

Positions

Caseworker, Operations Division (Welfare Field Worker 2)
Case Presenting Officer, Operations Division (Welfare Field Worker 2)
Program Support Clerk, Operations Division (OAD6)
Financial Officer 1, Operations Division, Regional Offices

Ministry of Children and Youth Services

The following classifications are included for those positions found in the Youth Justice Services Division only:

Youth Services Officer
Rehabilitation Officer 2
Grounds/Maintenance Worker
Recreation Officer 2
Probation Officer 2
Chaplain (15)
Nurse 2
Cook 2

Maintenance Plumber
Maintenance Electrician
Maintenance Painter
Maintenance Mechanic
Maintenance Mechanic General
Maintenance Carpenter
Social Worker
Probation Admin Support (OAD8)

The parties agree that additional positions/classifications may be added to this agreement at a later date with CERC approval.

The parties agree that job trades across ministries shall be an item for discussion at CERC.

This letter of understanding will expire on *[expiry of collective agreement]*. Should the parties not have reached a new collective agreement by that date, the letter shall continue to operate until the earlier of a Memorandum of Settlement being entered into or there is a right to strike or lockout.

[Letter forms part of the Collective Agreement]

11. GRIEVANCE AND ARBITRATION PROCEDURE

Amend Article 22 and provide new letter outside collective agreement as follows:

ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURE

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

- 22.1 It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

STAGE ONE

- 22.2.1 ~~It is the mutual desire of the parties that complaints of employees be adjusted as quickly as possible and it is understood that if an employee has a complaint, the employee shall meet, where practical, and discuss it with the employee's immediate supervisor within thirty (30) days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the employee in order to give the immediate supervisor an opportunity of adjusting the complaint.~~

- 22.2.2 ~~If any complaint or difference is not satisfactorily settled by the supervisor within seven (7) days of the discussion and/or meeting, it may be processed within an additional ten (10) days in the following manner:~~

FORMAL RESOLUTION STAGE TWO

- 22.3.122.2 ~~If the complaint or difference is not resolved at the local level under Stage One, the an employee may file a grievance, in writing, through the Union, with their immediate supervisor manager within thirty (30) days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the employee, who will in turn forward the grievance to the designated management representative senior human resources representative for the ministry or his or her designee.~~

- 22.3.222.3 ~~The designated management representative senior human resources representative or his or her designee shall hold a meeting with the employee within fifteen (15) days of the receipt of the grievance and shall give the grievor his or her decision in writing within seven (7) days of the meeting with a copy to the Union steward.~~

- 22.4 ~~If the grievor is not satisfied with the decision of the senior human resources representative or his or her designee or if he or she does not receive the decision within the specified time, the grievor may apply, through the Union, to the Grievance Settlement Board (GSB) for a hearing of the grievance within fifteen (15) days of the date he or she received the decision or within fifteen (15) days of the specified time limit for receiving the decision.~~

- 22.5 The employee, at his or her option, may be accompanied and represented by a Union representative at the **Formal Resolution Stage Two** of the grievance procedure.

- 22.6.1 An employee who is a grievor or complainant and who makes application, through the Union, for a hearing before the GSB or the Ontario Labour Relations Board (OLRB) shall be allowed leave of absence with no loss of pay and with no loss of credits, if required to be in attendance by the Board or Tribunal. Article 22.6.1 shall also apply to pre-hearings, mediation/arbitration or mediation under auspices of the GSB or OLRB.

- 22.6.2 An employee who has a grievance and is required to attend meetings at the **Formal Resolution Stage One and Two** of the grievance procedure shall be given time off with no loss of pay and with no loss of credits to attend such meetings.

22.6.3 Article 22.6.2 shall also apply to the Union Steward who is authorized to represent the grievor at the Formal Resolution Stage Two of the grievance procedure.

22.6.4 The Union shall advise the senior human resources representative for the affected ministries with copies to the Director, Centre for Employee Relations of the Union Stewards together with the areas they are authorized to represent, which list shall be updated at least every six (6) months. The ministry will advise the Union corporately when the senior human resources representative for the ministry changes.

...

22.7 REFERRAL TO ARBITRATION

22.7.1 If the grievor is not satisfied with the decision of the designated management representative or if he or she does not receive the decision within the specified time, the grievor may apply, through the Union, to the Grievance Settlement Board (GSB) for a hearing of the grievance within fifteen (15) days of the date he or she received the decision or within fifteen (15) days of the specified time limit for receiving the decision.

22.10 SEXUAL HARASSMENT

...

22.10.3.1 The time limits set out in Article 22.2~~4~~ do not apply to complaints under Article 22.10, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.

...

22.11 GROUP GRIEVANCE

22.11.1 In the event that more than one (1) employee is directly affected by one specific incident or circumstance and such employees would be entitled to grieve, a group grievance shall be presented in writing by the Union signed by such employees to the Director, Centre for Employee Relations senior human resources representative at the Formal Resolution Stage Two, within the time limits as specified in Article 22.2~~4~~. Up to three (3) grievors of the group shall be entitled to be present at all Stages unless otherwise mutually agreed.

22.11.2 The consolidation of group grievances across several branches, departments or ministries shall be discussed in accordance with the provisions of Article 22.17.

...

22.13 UNION GRIEVANCE

22.13.1 Where any difference between the Employer and the Union arises from the interpretation, application, administration or alleged contravention of the Agreement, the Union shall be entitled to file a grievance at the second stage of the grievance procedure provided it does so within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance.

22.13.2 Where the difference between the Employer and the Union involves more than one (1) ministry, the Union shall be entitled to file a grievance with the Director, Centre for Employee Relations provided it does so within sixty (60) days following the occurrence or origination of the circumstances giving rise to the grievance.

22.13.3 A submission of the grievance to the Director, Centre for Employee Relations under Article 22.13 shall be considered to be the second stage for the purpose of Article 22. Union grievances shall be signed by the President or Vice-President. It is further agreed that no grievance processed under Article 22.13 shall be dealt with under the provisions of the mediation/arbitration referred to hereunder except with the mutual agreement of the parties.

...

22.14.7 Notwithstanding Article 22.14.6, the GSB has the jurisdiction to apply section 48(16) of the *Ontario Labour Relations Act* to extend the timelines specified in the collective agreement at all stages of the grievance and arbitration processes.

22.16 MEDIATION/ARBITRATION PROCEDURE

22.16.1 Except for grievances concerning dismissal, sexual harassment, and/or human rights, and Union grievances with corporate policy implications, all grievances shall proceed through the GSB to a single mediator/arbitrator for the purpose of resolving the grievance in an expeditious and informal manner.

22.16.2 The mediator/arbitrator shall endeavour to assist the parties to settle the grievance by mediation. If the parties are unable to settle the grievance by mediation, the mediator/arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the mediator/arbitrator may limit the nature and extent of the evidence and may impose such conditions as he or she considers appropriate. The mediator/arbitrator shall give a succinct decision within five (5) days after completing proceedings, unless the parties agree otherwise.

22.16.3 The mediator/arbitrator shall begin proceedings within six (6) months of the date of the referral to the GSB unless a later date is agreed to by the parties.

22.16.4 The GSB will adopt such procedures as are necessary to ensure the resolution of disputes within the procedures and time frames set out above.

22.16.5 The parties will make every effort to schedule grievances for hearing, that have been referred to the GSB, within six (6) months of the referral.

22.16.6 Grievances concerning dismissal, sexual harassment, and/or human rights, and Union grievances with corporate policy implications shall proceed through the regular arbitration procedure and shall not utilize this mediation/arbitration procedure except with the mutual agreement of the parties.

22.16.7 Decisions reached through the mediation/arbitration process shall have no precedential value unless the parties agree otherwise.

Consequential changes to:

Appendix COR4 – 2.1(i)

[DATE OF RATIFICATION]

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

Dear Ms. Hamilton,

The parties agree that training on the revised Grievance Procedure (Article 22) will be developed jointly by CERC and delivered to employees and managers within 3 months of the ratification of the collective agreement. The parties further agree that the revised Grievance Procedure shall become effective no later than 3 months from the ratification of the collective agreement and the provisions of the 2009-2012 Collective Agreement shall continue to apply until that time.

Sincerely,

David Brook
Director, Union-Management Relations
Employee Relations Division

[Letter does not form part of the Collective Agreement]

12. MASS CENTRALIZED RECRUITMENT PROCESS

Renew and amend Appendix 39 as follows:

APPENDIX 39
February 26, 2009
MASS CENTRALIZED RECRUITMENT PROCESS
LETTER OF UNDERSTANDING

It is agreed that:

- a) In addition to the posting requirements under Article 6.1.1, 6.1.2 and 6.2, the Employer may post potential opportunities for permanent positions or temporary assignments that may arise during the next ~~12~~ **18-month** time period. The posting shall state the duties, nature and title of the position(s), qualifications required, full or part time status, permanent or temporary status, bargaining unit status, hours of work schedule, travel expectations/work location(s) and salary range of the classification. The Employer will identify on the posting that it may be used to fill positions that occur during the ~~12~~ **18-month** time period, **following the closing date of the posting**. The posting shall state that candidates must indicate their work location preference, if applicable, in their application. The posting period will be for at least fifteen (15) working days prior to the established closing date. This closing date may be extended should the employer determine that there is an insufficient number of potential qualified candidates.

- b) The Employer will then establish an eligibility list of qualified candidates for each position based on the results of a competitive process. The parties agree that the development of eligibility lists will be in accordance with Article 6.3.
- c) The Employer shall advise candidates of their individual rank order upon the completion of the competitive process under paragraph (b).
- 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. 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.
- e) ~~The parties agree that it will continue to be the practice that the~~ The Employer shall obtain a valid surplus clearance number prior to filling a position under this process.
- f) Where the Employer posts in accordance with this process and if no qualified candidate accepts a job offer for a position that the Employer decides to fill as a result of posting under this Article, then the Employer shall provide new or existing candidates internal to the OPS with the opportunity to participate in a restricted competitive process. The process shall be held in accordance with Article 6, with the modification that the Employer shall post the vacancy for the position for a period of at least five (5) working days.
- 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.
- h) The Employer will only fill vacancies in those work locations on the original posting from the eligibility list. If an eligibility list is depleted in a work location and the Employer decides to fill any additional positions, it shall do so in accordance with the collective agreement.
- i) The parties can agree at any time to review the Mass Centralized Recruitment process and mutually agree on amendments.

This letter of understanding will expire on [expiry of the collective agreement] December 31, 2012, but should the parties not have reached a new collective agreement by that date, the letter shall continue to operate until the earlier of a Memorandum of Settlement being entered into or there is a right to strike or lockout.

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

Amend Article 31A as follows:

- Parties agree to amend 31A.2.3, 31A.15.2, 31A.17 to reflect the change from 1,732.75 and 1,912 straight-time hours to 1,725.50 and 1,904 straight-time hours.

14. FLEXIBLE PART-TIME STAFF

Amend Appendix 32 as follows:

APPENDIX 32

Revised [DATE OF RATIFICATION] February 26, 2009

...

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, ~~6-3~~, 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, 17 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 Appendices 10 and 14.

...

15. FLEXIBLE PART-TIME STAFF SENIORITY

MEMORANDUM OF SETTLEMENT

between

THE CROWN RIGHT IN ONTARIO
(as represented by the Ministry of Government Services)

(the "Employer")

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)

(the "Union")

IN THE MATTER OF: GSB # 2011-1304, 2010-2849, 2010-2854

WHEREAS the Union has filed grievances relating to the calculation of seniority for Flexible Part-Time staff (FPT) in the Ministry of the Attorney General (MAG);

AND WHEREAS the parties wish to resolve the above-noted matters and any related matters on a go forward basis;

NOW THEREFORE the parties agree to the following as full and final settlement of the above noted grievances and any and all related matters:

1. The parties agree that any seniority accumulated by FPT staff as of December 31, 2012 will be calculated based on continuous service date without any proration. Any seniority accumulating on or after January 1, 2013 shall be calculated in accordance with Article 18. 2 of the 2013-2014 Collective Agreement;
2. The parties agree and acknowledge that this Memorandum of Settlement constitutes the full and final settlement of any and all claims, complaints, grievances or actions that the Union and its members have or may have against the Employer as a result of or arising out of this matter;
3. The Union agrees the above noted grievances and any other grievances related to the calculation of FPT seniority are hereby withdrawn and shall notify the Grievance Settlement Board forthwith;

4. Vice-Chair F. Briggs shall be seized with the respect to the implementation of this Settlement.

Dated this day of , 2013, in Toronto, Ontario,

For the Union:

For the Employer:

[MOS does not form part of the Collective Agreement]

16. SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE

Amend Articles 38 and 66 as follows:

- 38.4.1 Employees, at their option, may purchase life insurance for dependents in the amount of one thousand dollars (\$1,000) on the employee's spouse and/or five hundred dollars (\$500) on each dependent child, or two thousand dollars (\$2,000) on the employee's spouse and/or one thousand dollars (\$1,000) on each dependent child. The employee pays the full premium for this coverage.

Effective as soon as practical, following ratification, employees, at their option, are entitled to purchase dependent life insurance. Employees must pay the full premium for this coverage. Spousal life insurance choices are from \$10,000 to \$200,000 and dependent child life insurance choices are \$1,000, \$5,000, \$7,500 or \$10,000.

- 66.4.1 Employees, at their option, may purchase life insurance for dependents in the amount of one thousand dollars (\$1,000) on the employee's spouse and/or five hundred dollars (\$500) on each dependent child, or two thousand dollars (\$2,000) on the employee's spouse and/or one thousand dollars (\$1,000) on each dependent child. The employee pays the full premium for this coverage.

Effective as soon as practical, following ratification, employees, at their option, are entitled to purchase dependent life insurance. Employees must pay the full premium for this coverage. Spousal life insurance choices are from \$10,000 to \$200,000 and dependent child life insurance choices are \$1,000, \$5,000, \$7,500 or \$10,000.

17. MULTIPLE LAY-OFFS and EMPLOYMENT STABILITY

Amend Articles 19 and 20, and add new Appendix as follows:

ARTICLE 19 - MULTIPLE LAY-OFFS (FPT, RPT)

- 19.1 Where a reorganization, closure, transfer, or the divestment, relocation or contracting-out of an operation in whole or in part will result in **thirty (30)** ~~thirty (30) fifty (50)~~ or more surplus employees in a ministry,
- (a) affected employees shall receive six (6) months notice of lay-off or pay in lieu thereof as provided in Article 20.2 (Notice and Pay in Lieu), and
 - (b) the President of the Union shall be notified of the reorganization, closure, transfer, or the divestment, relocation or contracting-out prior to notification to affected employees, and
 - (c) the ~~Joint Employment Stability Subcommittee (JESS)~~ **Ministry Employee Relations Committee (MERC)** shall consult on issues related to lay-off, displacement and recall.

...

- 19.2.2 The mandate of the subcommittee shall be to consider include the consideration of issues arising out of decisions by the Employer which may affect the continued employment of fifty (50) or more employees within a ministry. Notwithstanding the role of the MERCs, in such circumstances, either party may table the matter for consideration by the subcommittee, and or the subcommittee may make any recommendation that seems appropriate in the circumstances. Such consideration shall be concluded in a timely fashion with disclosure as circumstances warrant.

ARTICLE 20 – EMPLOYMENT STABILITY

20.1 PREAMBLE

- 20.1.1 Where a lay-off may occur for any reason, the identification of a surplus employee in an administrative district or unit, institution or other such work area and the subsequent redeployment, displacement, lay-off or recall shall be in accordance with seniority subject to the conditions set out in this article.

20.1.2.1 SURPLUS NOTICE ALERT

Where one or more positions in an administrative district or unit, institution or other such work area will be declared surplus, all employees in the work unit will be provided with a written Surplus Notice Alert not less than six (6) working days prior to the issuance of any notice of layoff and which shall not be included in the notice period in Article 20.2. The Surplus Notice Alert will describe the work unit, the job functions to be reduced and the number of positions to be reduced.

20.1.2.2 The Surplus Notice Alert will also:

- (a) Offer the employees, whose positions are specifically identified for surplussing, to exit the OPS with one of the options outlined in Article 20.1.2.3, if they plan to exit the OPS and not seek a targeted direct assignment under Article 20.3 or a displacement under Article 20.4.
- (b) Invite all employees working in the affected job functions to volunteer to exit the OPS with one of the options outlined in Article 20.1.2.3. Volunteers to exit the OPS will be approved on the basis of seniority up to the numbers required. Volunteers not approved may register under Article 20.7.

20.1.2.3 Volunteers under Article 20.1.2.2 must respond to the Employer in writing within five (5) working days of the issuance of the Surplus Notice Alert. The response must indicate which one of the following options the employee selects:

- (a) A pay in lieu option under 20.2.1.3 in which case no other provisions under Article 20.2 shall apply; or
- (b) Immediate retirement if eligible for a permanent pension factor (90, 60/20, Age 65) under the OPSEU Pension Plan; or
- (c) Pension Bridging pursuant to paragraph 2 of Appendix 9 (Employment Stability), if eligible, to the employee's first permanent unreduced pension factor (90, 60/20, Age 65), under the OPSEU Pension Plan

For clarity, termination payments under Article 53 and 78, and enhanced severance under paragraph 4(b) of Appendix 9 (Employment Stability), where eligible, apply to options (a) through (c).

20.1.2.4 The Employer will respond in writing within five (5) days of receipt of an employee's request. An employee's last day at work will be five (5) days from receipt of the Employer's acceptance, or such other period as the employee and the Employer shall agree.

20.1.2.5 For clarity, if an employee does not exit under Article 20.1.2.2, it will not affect or preclude his/her entitlement to any option if the employee subsequently receives a notice of layoff.

~~20.1.2.1 Where a surplus employee has been identified in accordance with this Article, the Employer shall advise him or her in advance of providing notice of lay-off pursuant to Article 20.2.1. Such advise shall be provided, in writing, ten (10) working days in advance of formal notice of layoff. The purpose of this ten day period is for the employee to consider his or her options, applicable, under Article 20.2.~~

20.1.3 ELIGIBILITY FOR EMPLOYMENT INSURANCE

The parties agree that all employees who accept a pay-in-lieu option under Article 20.2 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 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.

20.1.4 EMPLOYEE PORTFOLIO

20.1.4.1 An Employee Portfolio will be deemed to include the qualifications and knowledge as identified in the employee's current position description for the purposes of Article 20.3 (Redeployment), 20.4 (Displacement) and 20.8 (Temporary Vacancies) unless otherwise modified by the employee.

20.1.4.2 All new employees must complete an Employee Portfolio within their probationary period. The Employee Portfolio will be provided in electronic format, such that it can be edited by the employee. The Employee Portfolio will be placed on the employee's personnel file.

Notwithstanding the above, the Employer shall require any employee that it has reasonable grounds to believe may be declared surplus to complete an Employee Portfolio within six (6) days.

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) working days of the Employer receiving the updated employee portion of the Employee Portfolio.

20.2 NOTICE AND PAY IN LIEU

~~20.1.2.2.1~~ 20.1.2.2.1 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:

~~On or before the end of the ten day period described in Article 20.1.2.1 above, the employee shall advise the Employer, in writing, of his or her decision either:~~

(a) to exercise rights under Article 20.2;

(b) to remain employed during the six-month notice period for possible redeployment or displacement pursuant to Articles 20.3 and 20.4, respectively.

~~20.1.2.3~~ 20.1.2.1.2 An employee who fails to provide his or her written decision as required by Article 20.1.2.2.1.1

above shall be deemed to have decided to remain employed during the notice period.

~~20.1.2.4 An Employee Portfolio will be deemed to include the qualifications and knowledge as identified in the employee's current position description for the purposes of Article 20.3 (Redeployment), unless otherwise modified by the employee.~~

~~20.1.2.5 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) working days of receiving the updated employee portion of the employee portfolio.~~

20.2.1.3 An employee identified as surplus shall receive six (6) months notice of lay-off or, with mutual consent, an employee may resign and receive equivalent pay in lieu of notice. Pay in lieu for the balance of the notice period shall only be granted where the Employer determines that operational requirements permit an employee's exit from the workplace prior to the expiration of six (6) months notice.

20.2.1.4 Pay-in-lieu options under this agreement, where the Employer determines that operational requirements will be met, means either:

(a) A lump sum of six months' pay, plus severance as provided for in Article 53 or 78 and enhanced severance under Paragraph 4 of Appendix 9 if eligible, payable as soon as possible, in which case all salary and benefit entitlements which would have accrued to the employee from the last day worked to the layoff date are forfeited; or

(b) Continuance of salary plus benefits (except STSP and LTIP) commencing on the surplus date for the duration of the notice period, plus severance as provided for in Article 53 or 78, and enhanced severance under Paragraph 4 of Appendix 9 if eligible, paid out at the layoff date.

20.2.1.5 Where an employee accepts a pay-in-lieu option pursuant to this Article, the employee's last day at work shall be five (5) working days after the employee advises or is deemed to advise the Employer of the acceptance of a pay-in-lieu option, or such other period as the employee and the Employer shall agree.

20.2.1.6 When an employee is to receive a notice of layoff, the Employer will notify the union of the time and place of the Surplus Notice Alert and notice of layoff meeting.

20.2.2.1 Notwithstanding 20.2.1.3 The notice period will begin when the employee receives official written notice. Copies of all such notices shall be provided to the Employer and to the Union

20.2.2.2 For clarification, where there is a hiatus in the notice period under this article, all redeployment activities cease during the hiatus.

Impact of Leaves of Absence and Temporary Assignments

20.2.2.3 Where the employee's position is declared surplus while the employee is away on a sick leave (Short Term Sickness Plan (STSP), Long Term Income Protection (LTIP) or Workers Safety Insurance Board (WSIB) claim), the ministry shall notify the employee that his or her position has been declared surplus and that, when the employee returns to full-time work, the surplus notice shall be issued.

20.2.2.4 Where the employee's position is declared surplus while the employee is away on a leave of absence, the ministry shall notify the employee that his or her position has been declared surplus and inform the employee of the option to:

(a) return early from the leave of absence and receive the surplus notice at that time; or

- (b) return at the end of the leave and receive the surplus notice at that time.

20.2.2.5 Where an employee's position is declared surplus while the employee is on a temporary assignment or secondment, the home ministry shall have the option of:

- (a) returning the employee to his or her home position and issuing the surplus notice at that time; or
- (b) giving the employee his/her surplus notice and allowing the employee to remain on temporary assignment until directly assigned into a permanent vacancy or the temporary assignment ends, whichever occurs first.

Treatment of Surplus Notices Issued Before Leave of Absence or Temporary Assignment

20.2.2.6 (a) Where the employee's position is declared surplus before a LTIP or WSIB sick leave of absence begins, the employee's notice shall be put on hiatus for the duration of the leave. When the employee is able to return to work, the balance of the notice period shall continue.

- (b) Where the employee's position is declared surplus before a STSP leave of absence, the employee's notice shall be put on hiatus if from the beginning of the STSP leave the medical evidence (e.g. stroke) indicates that the leave will be greater than one (1) month. Where the employee is on a sick leave and is expected to return to work within one (1) month (e.g. cold or flu), the surplus notice is not placed on hiatus. However, if after one (1) month on STSP the employee's prognosis for returning to work remains uncertain, the surplus notice is put on hiatus at that point until the employee is able to return to work.

If the employee displaces or is directly assigned to a new position before going on STSP/LTIP/WSIB, the accepting ministry must honour the leave of absence.

20.2.2.7 Where the employee's position is declared surplus before a leave of absence begins, the employee may choose to:

- (a) accept a hiatus in the surplus notice period during the leave of absence, (when the employee returns from the leave of absence the balance of the notice period shall continue); or
- (b) decline a hiatus in the surplus period during the leave of absence; or
- (c) return early from the leave of absence, (when the employee returns from the leave of absence the balance of the notice period shall continue).

If the employee displaces or is directly assigned to a new position before going on the leave of absence, the accepting ministry must honour the leave of absence.

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. This provision only applies where the temporary assignment or secondment is for more than six (6) months and is filled competitively.

20.2.3 Where an employee accepts pay in lieu of notice pursuant to this article, any further entitlements under this Central Collective Agreement are forfeited save and except any rights under Article 53 or 78 (Termination Payments) or paragraph 4 (b) of Appendix 9 (Employment Stability). The employee will be eligible to apply for restricted competitions from the last day of work until twenty-four (24) months from the date on which lay-off would otherwise have occurred. Such an employee shall keep their Designated Human Resources Contact Ministry/Agency Director of Human Resources informed of any change of address and/or telephone numbers and/or home e-mail (if any). Such changes must be sent in writing or electronically.

Notwithstanding Article 18.3, where an employee applies for any competition within twenty-four (24) months from the date the lay-off would otherwise have occurred, the employee's continuous service before the absence shall be considered in determining the length of continuous service for the sole purpose of any determination made by the Employer under Article 6.3 (Posting and Filling of Vacancies or New Positions).

- 20.2.4 Where an employee accepts pay in lieu of notice and is re-appointed to a position in the Ontario Public Service prior to the originally projected lay-off date, the employee will repay to the ministry a sum of money equal to the amount paid for the period between the date of re-appointment and the original projected lay-off date. In addition, the employee will repay to the ministry all monies received under paragraph 4 of Appendix 9 (Employment Stability). The employee's continuous service date, for all purposes except Article 53 or 78 (Termination Payments), shall be deemed to include both service up to the last day of active work and the accumulation of service after the date of re-appointment. The new service date for purposes of termination pay shall be the date on which the employee recommences work.
- 20.2.5 Where an employee who accepts a pay in lieu of notice is re-appointed to a position in the Ontario Public Service after the originally projected lay-off date, and prior to the expiration of a further twenty-four (24) months, the employee will repay to the ministry all monies received under paragraph 4 of Appendix 9 (Employment Stability). the employee's continuous service date for all purposes except Article 53 or 78 (Termination Payments), shall be deemed to include both service up to the last day of active work and the accumulation of service after the date of re-appointment. The new service date for purposes of termination pay shall be the date on which the employee recommences work.
- 20.2.6 An employee who requests to voluntarily exit and accepts pay in lieu of notice under this Article shall forfeit any entitlements under the Surplus Factor 80 program, if any, pursuant to Appendix 17 (Factor 80 Program).

20.3 REDEPLOYMENT 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 vacant position is within a range of classifications whose maximum rate is 5% above and 15% below the maximum rate of the employee's own classification 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) the vacant position is within a forty (40) kilometre radius of his or her headquarters; and~~
 - ~~(e) (b) he or she meets the entry level qualifications for the position is qualified to perform the required duties; 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) is 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, who has a greater length of continuous service and who is eligible for assignment to the vacancy either pursuant to Article 20.3 or 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.
- 20.3.1.2 Where an employee eligible for a targeted direct assignment is in a position that is listed in Appendix [xx] (Job Trades) and the employee applies for the same position in the same classification, the employee shall be deemed to be qualified for the position and shall be assigned provided 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 either pursuant to Article 20.3 or Article 20.6

(Recall).

20.3.2 ~~With mutual consent, an employee who has not been assigned under Article 20.3.1 shall be assigned to a position that becomes vacant in his or her ministry or in another ministry beyond a forty (40) kilometre radius of his or her headquarters provided the conditions outlined in Article 20.3.1 (a), (c) and (d) are satisfied. It is understood that the employee may request that the Employer take into account any specific locations for redeployment, and the Employer will take into account locations that are within a apply for a position outside of the (40) kilometre radius of such locations of his or her headquarters and that relocation expenses will not be paid.~~

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.

20.3.34 If, in accordance with Article 20.3.1 or 20.3.2 an employee indicates that he or she is willing to be assigned to a position that becomes vacant in a specific location beyond a forty (40) kilometre radius of his or her headquarters and the an employee is offered an assignment within a forty (40) kilometre radius of that location, refusal of the job offer will result in lay-off at the end of the notice period.

20.3.4 ~~Where an employee has been assigned to a vacant position within a classification having a maximum rate below the maximum rate of the employee's own classification, pursuant to Article 20.3.1(a), the employee shall remain at his or her current rate of pay, without any salary progression, until the expiry of his or her notice period, upon which the employee shall be placed at the appropriate step on the salary range for the classification to which the employee has been assigned.~~

20.3.5 ~~It is agreed that where an employee is assigned to a vacancy within a classification having a higher maximum rate, pursuant to Article 20.3.1(a), it shall not be considered a promotion under Article 7.~~

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 within a period of five (5) months after the receipt of the notice of lay-off, in accordance with the criteria of Article 20.3 (Redeployment) (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, submit the Displacement Election Form which indicates he/she elects to exercise his/her right to displacement pursuant to Article 20.4.

20.4.1.2 The Employer will identify the employee with the least seniority in the same classification and the same ministry as the employee's surplus position. If such employee has less seniority than the surplus employee, he or she shall be displaced by the surplus employee provided that:

- (a) such employee's headquarters is located within a forty (40) kilometre radius of the headquarters of the surplus employee; and
- (b) the surplus employee is qualified to perform the work of the identified employee.

20.4.1.3 If the surplus employee is not qualified to perform the work of the least senior employee identified under Article 20.4.1.2 above, the Employer will continue to identify, in reverse order of seniority, employees in the same classification and in the same ministry until a less senior employee is found within forty (40) kilometres of the surplus employee's headquarters whose work the surplus employee is qualified to perform.

20.4.1.4 Failing displacement under Article 20.4.1.2 or 20.4.1.3 above, the Employer will identify, in reverse

order of seniority, employees in the classes in the same class series in descending order until an employee with less seniority is found in the same ministry within forty (40) kilometres of the surplus employee's headquarters. The identified employee shall be displaced by the surplus employee provided he or she is qualified to perform the work.

20.4.1.5 Failing displacement under Articles 20.4.1.2 or 20.4.1.3 or 20.4.1.4 above, the Employer will review other classes which the employee held either on a full-time basis, or who performed the full range of job duties on a temporary basis for at least twelve (12) months in the same ministry within forty (40) kilometres of the surplus employee's headquarters. The Employer will identify, in reverse order of seniority, a less senior employee in the class with the maximum salary closest to but not greater than the maximum salary of the surplus employee's current classification. The identified employee shall be displaced by the surplus employee provided he or she is qualified to perform the work.

20.4.1.6 Failing displacement under Articles 20.4.1.2, 20.4.1.3, 20.4.1.4 or 20.4.1.5 above, if the employee requests, the Employer will repeat the steps specified in Articles 20.4.1.2, 20.4.1.3, 20.4.1.4 and 20.4.1.5 with respect to positions beyond a forty (40) kilometre radius of his or her headquarters. No relocation expenses will be paid.

20.4.1.7 Failing displacement under Article 20.4.1.2, 20.4.1.3, 20.4.1.4, 20.4.1.5 or 20.4.1.6 above, the Employer will identify, in reverse order of seniority, a less senior employee who is:

- (a) in another ministry; and
- (b) whose headquarters is within a forty (40) kilometre radius of the displacing employee's headquarters; and
- (c) whose position the displacing employee previously held either on a full-time basis, or who performed the full range of job duties on a temporary basis for at least twelve (12) months in that ministry; and
- (d) if the employee previously held more than one position in that ministry, the position with a maximum salary closest to but not greater than the maximum salary of the displacing employee's current classification.

The identified employee shall be displaced provided the displacing employee is qualified to perform the work.

20.4.1.8 Upon the completion of five (5) months following commencement of the notice period, the Employer will advise the surplus employee of the position into which he or she is eligible to displace.

20.4.1.9 The surplus employee must indicate in writing to the Employer his or her intention to displace the employee identified pursuant to Articles 20.4.1.2, 20.4.1.3, 20.4.1.4, 20.4.1.5, 20.4.1.6, or 20.4.1.7 above, as applicable. Written intention to displace must be received by the **Employee Mobility Coordinator Designated Human Resource Contact** no later than one (1) week following the date the surplus employee received advice that he or she was eligible to displace an employee pursuant to Article 20.4.1.8 above.

20.4.1.10 An employee who does not indicate in writing to the Employer his or her intention to displace within the time period stipulated by Article 20.4.1.9 above shall be deemed to have given up his or her right to displace and opted for redeployment under Article 20.3 (Redeployment) (Targeted Direct Assignment).

20.4.2 The first employee who is displaced by an employee exercising his or her right to displace under Article 20.4.1 will have displacement rights. The employee displaced by the first displaced employee will also have displacement rights but the employee he or she subsequently displaces will not have any such right.

20.4.3 An employee who is displaced by an employee who exercises his or her displacement right under Article 20.4 shall receive notice of lay-off or salary continuance, at the Employer's discretion. The displaced employee's notice period or salary continuance shall be for a six (6) month period.

20.4.4 Article 7.4 (Pay Administration) shall not apply where an employee displaces a less senior employee pursuant to Articles 20.4.1.4, 20.4.1.5, 20.4.1.6 or 20.4.1.7 above, save and except that Article 7.4 (Pay Administration) shall apply for the balance of the employee's notice period only.

20.4.5 Except as provided in Article 20.4, employees who are displaced will have full access to the provisions of Article 20.

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 ~~may~~ 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.

20.6 RECALL

20.6.1 A person who has been laid off is entitled to be assigned to a position that becomes vacant within twenty-four (24) months after his or her lay-off provided that:

- (a) he or she identifies in writing to the **Designated Human Resources Contact** on or before the closing date of the competition, the vacant position he or she should be recalled to under this Article; and
- (a)(b) the vacant position is in the same classification and ministry as his or her former position; and
- (b) ~~the vacant position is within a forty (40) kilometre radius of his or her former headquarters; and~~
- (c) he or she is qualified to perform the required duties; and
- (d) 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 either pursuant to Article 20.6 or Article 20.3 (Redeployment);
- (e) ~~notwithstanding Article 20.6.1(b) above, where as a result of displacement or redeployment an employee's headquarters has changed, recall rights shall apply to vacant positions within a forty (40) kilometre radius of either the person's current or former headquarters at his or her option. Relocation expenses will not be paid.~~

20.6.2 Where a person who has been laid off is re-appointed under Article 20.6, he or she shall be re-appointed at a rate within the position's salary range equivalent to the rate at which he or she was paid immediately prior to lay-off.

20.6.3 Employees who are laid off and subject to recall shall keep the ~~Ministry/Agency Director of Human Resources~~ **Designated Human Resources Contact** informed of any change of address and/or telephone numbers, and/or home email (if any). Such changes must be sent in writing or electronically.

20.6.4 Where a person who has been laid off is re-appointed to a position under Article 20.6, the Employer shall serve written notice of such re-appointment to the person to the last address filed with the Employer. Written notice of re-appointment shall be sent by certified mail or another means whereby receipt of such notice is confirmed by the deliverer. Laid off employees re-appointed under Article 20.6 must accept the notice of recall and report for duty within the time limits stipulated below:

- (a) the employee must accept the recall, in writing, within seven (7) days of receipt of written notice;
- (b) an employee accepting recall shall report for duty within two (2) weeks of receiving written notice thereof, or on such other date specified in the notice.

20.6.5 A person shall lose his or her rights to recall pursuant to Article 20.6 upon the earlier of:

- (a) the date he or she takes termination pay pursuant to Article 53 or 78 (Termination Payments) of this Agreement; or
- (b) the date he or she does not attend a recall interview when requested by the Employer; or
- (c) having accepted an appointment in accordance with Article 20.6.1, he or she fails to report for duty on the date specified in Article 20.6.4(b); or
- (d) the date he or she does not accept an appointment in accordance with Article 20.6.1; or
- (e) twenty-four (24) months after the date of his or her lay-off.

- 20.6.6 A laid off employee who applies for a vacancy advertised in accordance with Article 6 (Posting and Filling of Vacancies or New Positions) and who is subsequently appointed to that position shall lose his or her rights to recall pursuant to Article 20.6.

20.7 VOLUNTARY EXIT OPTION

- 20.7.1 Subject to the conditions outlined in Article 20.7, an employee who has not received notice of lay-off may offer to be declared surplus and give up his or her job for possible redeployment of an employee who has received notice of lay-off provided the position is ~~within a range of classifications whose maximum rate is 5 per cent above and 15 per cent below the maximum rate of the employee's own classification meets the criteria set out in Article 20.3.~~ No relocation expenses will be paid.
- 20.7.2 An employee shall advise the ~~Ministry/Agency Director of Human Resources-Designated Human Resources Contact~~, in writing, of his or her desire to make an offer referred to in Article 20.7.1.
- 20.7.3 The position of an employee making an offer under Article 20.7.1 will be considered to be a vacancy for ~~redemption~~ the targeted direct assignment of a surplus employee pursuant to Article 20.3 ~~(Redeployment)~~ (Targeted Direct Assignment), provided the Employer determines the position will continue to be filled. All other considerations being equal, a surplus employee will be matched to the position of the voluntary exit option employee over assignment to a vacancy.
- 20.7.4 A non-surplus employee's offer to be declared surplus will not be acted upon by the Employer until such time as a surplus employee is assigned to his or her position in accordance with Article 20.3 ~~(Redeployment)~~ (Targeted Direct Assignment).
- 20.7.5 For purposes of Article 20.7, a surplus employee will be assigned to the non-surplus employee's position only if he or she applies for and indicates on his or her application for the Voluntary Exit Option opportunity that they have received notice of layoff and are eligible for a targeted direct assignment, and provided he or she is able to perform the normal requirements of the position without training.
- ~~20.7.6 Employees who qualify for an actuarially unreduced pension or who could qualify pursuant to paragraph 2 of Appendix 9 (Employment Stability) shall not be eligible to utilize the provisions of Article 20.7.~~

20.7.6 Voluntary Exit Option and Absence Due to Illness/Injury

- (a) Where a non-surplus employee is absent on STSP and has applied for the voluntary exit option under Article 20.7 or wishes to apply for it, the employee's job will be considered for matching to a surplus employee throughout the period of absence. The volunteer's employment and STSP benefits will be terminated and he/she will be eligible for voluntary exit payments on the date when a surplus employee has reported for duty after being assigned to the volunteer's job.
- (b) Where a non-surplus employee has applied or wishes to apply for the voluntary exit option and is absent on LTIP or WSIB, his/her application shall be considered "inactive" until such time as he/she is able to return to work. A voluntary exit job will not be considered for matching to a surplus employee while its incumbent is absent on LTIP or WSIB.

20.7.7 Voluntary Exit Option and Absence Due to Leave of Absence

Where a non-surplus employee is away on an approved leave of absence other than due to illness/injury, he/she may apply for the voluntary exit option. The employee's job will be considered for matching to a surplus employee while on an approved leave. If a surplus employee is assigned to the volunteer's job, the volunteer's employment and leave of absence will be terminated on the date the surplus employee reports for duty and the volunteer will be eligible for voluntary exit payments.

20.7.8 Voluntary Exit Option and Absence Due to Temporary Assignment

Where a non-surplus employee is on a temporary assignment, he/she may apply for the voluntary exit option. The volunteer's home job will be considered for matching to a surplus employee while on the temporary assignment. If a surplus employee is assigned to the volunteer's job while he/she is on a temporary assignment, the manager of that temporary assignment will decide whether the volunteer will exit immediately or complete the temporary assignment before exiting with voluntary exit payments.

20.7.79 Notwithstanding anything in any other provision of Article 20, the rights specified in Article 20.7 shall be exercised before any displacement or redeployment rights.

20.8 TEMPORARY VACANCIES

20.8.1 Surplus employees shall be eligible for assignment into temporary assignments of at least six (6) months in their own ministry that are posted for recruitment in accordance with Article 8 in the last two (2) months of their notice 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 temporary assignment; and
- (b) he or she meets the entry level qualifications for the position.

Such assignments are meant to provide additional employment opportunities for surplus employees prior to lay-off. Where more than one surplus employee matches the temporary assignment, the employee with greater seniority shall be offered the temporary assignment. It is understood that such assignment of a surplus employee to a temporary vacancy has priority over Article 8 (Temporary Assignments).

20.8.2 A surplus employee shall retain his or her status in the Regular Service and current salary entitlements while placed in a temporary assignment. Placement in a temporary assignment will not constitute a promotion for pay purposes. Subject to Article 20.8.1, for placement into temporary assignments, the employer shall use the same criteria and rules as for assignment into vacancies under Article 20.3 (Redeployment Targeted Direct Assignment).

20.8.3 An offer of a temporary assignment to a surplus employee must be in writing and must specify the duration of the temporary assignment. The surplus employee shall have five (5) working days in which to accept or reject the offer of a temporary assignment.

20.8.4 ~~Surplus employees who are occupying a temporary assignment remain eligible for assignment to permanent vacancies in accordance with the provisions of Article 20.3 (Redeployment) throughout their temporary assignment, but shall not continue to be matched to other temporary assignments during the term of the temporary assignment; however, the original temporary assignment may be extended by a maximum of three (3) months.~~

20.8.5 ~~Where an employee in a temporary assignment is assigned to a permanent vacancy, the reporting date to the permanent position shall be no later than one (1) month from the date of offer, unless otherwise mutually agreed upon with the employee, the ministry with the permanent vacancy and the ministry with the temporary assignment.~~

20.8.65 When a temporary assignment takes place, the employee shall not be unreasonably denied the opportunity to complete any portion of training already underway. Surplus employees who refuse a temporary assignment shall continue to be considered for assignment into permanent vacancies for the duration of their surplus notice period, but not for further temporary assignments.

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. At the end of the temporary assignment or secondment, the balance of the notice period, as well as all redeployment activities, shall resume.

20.9 ATTRITION

20.9.1 It is understood that attrition can be used effectively as a redeployment strategy. The Employer agrees that, wherever possible, it will utilize attrition as a means of reducing the workforce.

20.10 VOLUNTARY LEAVES

20.10.1 In the spirit of co-operative attempts to create training and employment opportunities, the parties agree to the following full-time unpaid leaves, which will be advertised widely to employees and granted subject to local operating requirements:

(a) Extended Educational Leave: The Employer agrees to provide extended education leave, without accumulation of credits, for periods of a minimum of one (1) school year;

(b) Family Leave: An employee at his or her option shall be entitled to a leave of absence, without accumulation of credits, of up to one (1) year for care of a dependent person.

20.11 CAREER TRANSITION SUPPORT

20.11.1 Surplus employees who do not take pay in lieu under Article 20.2-12.1.3 will be provided with transition support which shall may include skills assessment, counselling and job search skills.

20.11.2 Time spent by the surplus employee in activities outlined in Article 20.11 shall be with pay and no loss of credits.

20.12 ~~CONDITIONAL ASSIGNMENTS~~

~~20.12.1 Where, in accordance with Article 20.3 (Redeployment), the Employer determines there are no vacancies for which the employee is qualified to perform the work, and the employee has not been able to displace under Article 20.4 (Displacement) he or she shall be assigned to a vacancy conditional upon meeting the qualifications after retraining during the notice period.~~

~~20.12.2 The need for employment-related retraining will be determined by the Employer in consultation with the employee and will only be provided to increase the likelihood of redeployment to an existing vacancy or one that the Employer has determined will arise and continue during his or her six (6) month notice period. For the purposes of conditional assignments, the Employer will provide the employee with a sufficient period of work time in the vacancy, during or following the employment-related retraining, to allow a reasonable judgment to be made regarding the qualifications of the employee.~~

~~20.12.3 The Employer and the Union may consult on matters related to retraining programs linked to redeployment practices and procedures.~~

~~20.12.4 An employee will only be eligible for a conditional assignment where:~~

~~— (a) the headquarters of the vacancy is within a forty (40) kilometre radius (unless otherwise mutually agreed by the Employer and the employee) of the employee's headquarters; no relocation expenses will be paid; and~~

~~— (b) the vacancy is within a range of classifications whose maximum rate is 5% above and 15% below the maximum rate of the employee's own classification; and~~

~~— (c) The need for employment-related retraining, as determined by the Employer in consultation with the employee, is likely to result in qualification for the vacancy.~~

~~20.12.5 If, at the end of retraining, the employee is qualified to perform the work of the vacancy to which he or she has been conditionally assigned, he or she will be appointed to that vacancy.~~

~~20.12.6 If, at the end of retraining, the employee is not qualified to perform the work of the vacancy to which he or she has been conditionally assigned, he or she will be laid off at the end of the notice period with rights of recall.~~

~~20.12.7 The assignment of an employee to a vacancy in accordance with Article 20.3 (Redeployment) or Article 20.6 (Recall) shall have priority over the assignment of a surplus employee under Article 20.12.~~

~~20.12.8 Notwithstanding Article 20.12.7 above, if an employee has already been conditionally assigned to a vacancy, a qualified surplus employee will not have the right to be assigned to that position.~~

~~20.12.9 Where an employee is appointed to a position in accordance with Article 20.12, Article 7.4 (Pay Administration) shall not apply.~~

~~20.12.10 Time spent by the surplus employee in activities outlined in Article 20.12, shall be with pay and no loss of credits.~~

~~20.12.11 Where an employee is given a conditional assignment within a classification having a higher maximum rate, pursuant to Article 20.12.4(b), it shall not be considered a promotion under Article 7.~~

20.132 PROBATIONARY EMPLOYEES

20.132.1 The Employer will extend to probationary employees the benefit of the employment stability provisions found in this article, as follows:

- (a) The probationary employee's "seniority" shall be calculated from the first day of his or her probationary period, including any service which is credited to the employee pursuant to Article 31A.13.1 (fixed-term Employees).
- (b) For the purposes of the application of Articles 20.2 (Notice and Pay in Lieu), 20.3 (Redeployment Targeted Direct Assignment), 20.6 (Recall) and 20.7 (Voluntary Exit Option) to probationary employees, the probationary employee's "continuous service" and "period of employment" shall be deemed to have commenced with his or her most recent actual period of employment.
- (c) The provisions of Article 20.4 (Displacement) shall not be applied to probationary employees nor shall they have the benefit of any rights arising pursuant to Article 20.4.

20.132.2 Nothing in Article 20.132 shall be deemed to be a recognition of "seniority" or "continuous service" in probationary employees as those terms appear in Article 18 (Seniority).

20.143 TECHNOLOGICAL CHANGE

20.143.1 Where it is necessary to release an employee who has completed his or her probationary period, because of the introduction of technological change in equipment or methods of operation, at least three (3) months' notice in advance of the change shall be given to the employee affected and to the Union. For greater certainty, it is understood that such notice shall not operate so as to extend any other notice to be given under this Agreement, and it may run concurrently with any such other notice.

20.143.2 The matter will then be referred to the CERC 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.

20.154 CONTINUANCE OF INSURED BENEFITS

20.154.1 Except as provided in Article 20.15, all benefits coverage under Part B and Part C of the Central Collective Agreement (Employee Benefits for Full-Time and Regular Part-Time Employees) will cease at the end of the month in which the employee is laid off or resigns, save and except coverage as provided under Article 36.3 or 64.3 (Insured Benefits Plans) and Article 40.5 or 68.7 (Dental Plan).

~~20.15.~~**214.2** An employee who, pursuant to Article 20, is laid off or resigns and receives pay in lieu of notice may continue benefits coverage at his or her own expense, except for coverage under Article 44 (Short Term Sickness Plan) and Article 42 (Long Term Income Protection), for a period of twelve (12) months following lay-off or resignation by arranging to pay the full premiums, in advance, on a quarterly basis.

20.15.3 Failure by the employee to pay the premiums as specified in Article 20.15.2 will disentitle the employee to any further benefits under Article 20.15.4.

20.165 JOB REGISTRY SYSTEM

20.165.1 The parties agree that an OPS-wide job registry system shall be developed by the Employer and shared with the CERC, to track all funded vacancies in the Regular Service as approved to be filled by the Employer. Such vacancies shall be reported by ministries to the Employer for inclusion in the registry. Names of surplus employees shall be reported by ministries to the Employer and the Union once an employee is given written notice of lay-off. Monitoring of the job registry and redeployment targeted direct assignment results will be reported to Management Board of Cabinet and CERC by the Employer on a quarterly basis.

20.15.2 The parties agree that there will be a registry system for reporting the posted temporary vacancies that are approved to be filled and may be required to meet the Employer's Article 20.8 (Temporary Vacancies) obligations. Such reporting of ministry vacancies will be reported to the union through the JESS.

20.15.3 The Employer will maintain an electronic site of available vacancies and provide access to employees with Article 20 rights. The employees on recall shall be notified of any changes to the website address.

20.176 MONITORING AND REPORTING

20.176.1 There shall be central monitoring and reporting of vacancies with respect to the job registry and redeployment targeted direct assignment processes in accordance with Article 20.165 (Job Registry System).

20.176.2 The Employer agrees to share job registry and redeployment data with the CERC in a sortable format.

20.176.3 The JESS may establish standards and norms governing the review of qualifications and assessment of surplus employees.

20.187 GENERAL

20.187.1 It is understood that when it is necessary to assign a surplus employee to a vacant position in accordance with Article 20.3 (Redeployment Targeted Direct Assignment) or a temporary position in accordance with Article 20.8 (Temporary Assignment) or recall a laid off employee in accordance with Article 20.6 (Recall), the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) except as modified to give effect to Article 20.3, 20.8 and 20.6 shall not apply.

20.187.2 For purposes of Article 20, lay-off means the same as release per Section 39 of the *Public Service of Ontario Act, 2006*, S.O. 2006, c. 35, Sched. A., as amended.

20.198 PAYMENT OF MONIES

20.198.1 The Employer shall endeavour to phase in lump sum and severance payments over two (2) calendar years, if the employee so requests and if legislation permits.

20.18.2 Lump sum and severance payments shall be paid within six (6) weeks of the last day of work, unless the employee advises of his or her Article 20.14.1 request, prior to the last day of work.

NEW APPENDIX
SUCCESSOR RIGHTS

MEMORANDUM OF AGREEMENT

BETWEEN:

THE CROWN IN RIGHT OF ONTARIO
(Management Board of Cabinet)
“The Employer”

And

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)
“The Union”

IN THE MATTER OF:

Successor Rights

WHEREAS the Government of Ontario has amended the *Crown Employees Collective Bargaining Act, 1993* to restore Successor Rights for Ontario government employees and their Bargaining Agents;

THEREFORE the parties agree to the following terms:

A) Sale of a Business

- 1) The parties agree that if the Employer determines that there is a “sale of a business” as defined in the *Labour Relations Act, 1995*, section 69, this determination will trigger the application of this article.
- 2) Where the Employer determines that there is a sale of a business, it is agreed that:
 - i. Appendices 9 and 18 of the Central Collective Agreement will not apply;
 - ii. The obligations of the Employer to Ontario Public Service employees who are affected by the sale shall be modified as set out in Appendix “A”; and
 - iii. Where the Employer determines that a transaction is a sale of a business, it shall indicate this in the request for proposal or the transfer agreement, whichever is applicable, and provide a copy of such document to the Union.

B) Reasonable Efforts

- 3) Where there is a disposition or any other transfer by the Crown of bargaining unit functions or jobs pursuant to the Collective Agreement and the transfer does not constitute a sale of a business, the parties agree that the Appendices 9 and 18 of the Central Collective Agreement apply.

C) Dispute Resolution

- 4) Nothing in this agreement limits any rights that the Union may have to make an application to the Ontario Labour Relations Board.

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.
- Affected employees who do not receive a job offer from the successor employer will be surplus as a result of the sale subject to the terms of the Central Collective Agreement between the Employer and the Union.
- The Employer will provide notice of the date of the sale to affected employees. Employees who choose to resign within nine (9) months after having received this notice but before receiving a job offer from the successor employer will forfeit all rights under the Central, Unified and Correctional Collective Agreements between the Employer and the Union.
- Public Servants who refuse a job offer with the successor employer will be entitled to termination pay under article 53 or 78 of the Central Collective Agreement, but will forfeit all other rights under the Central, Unified and Correctional Collective Agreements between the Employer and the Union.

[MOA forms part of the Collective Agreement]

18. LONG TERM INCOME PROTECTION

Amend Article 42 as follows:

ARTICLE 42 – LONG TERM INCOME PROTECTION

- 42.10 The Employer shall not permanently fill the position of an employee during the qualifying period and the first twenty-four (24) months of the benefit period, unless the parties agree otherwise.

When an employee who has been receiving or was eligible to receive L.T.I.P. benefits is able to return to full-time employment, the provisions of Article 20 (Employment Stability), shall apply.

19. POSTING AND FILLING OF VACANCIES OR NEW POSITIONS

Amend Article 6 as follows:

ARTICLE 6 – POSTING AND FILLING OF VACANCIES OR NEW POSITIONS (RPT, FPT)

- 6.1.1 When a vacancy occurs in the Regular Service for a bargaining unit position or a new regular position is created in the bargaining unit, it shall be advertised for at least ten (10) working days prior to the established closing date. ~~Where practicable,~~ Notices of vacancies shall be posted either electronically or on bulletin boards and, upon request, shall be provided in large-sized print or braille where the posting location has the capacity to do so. (FXT, SE)
- 6.1.2 Notwithstanding Article 6.1.1 above, the Employer may hire qualified candidates who previously applied for the same a similar vacancy or new position provided that a competition was held during the previous fourteen (14) ~~twelve (12)~~ 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, ten (10) working days prior to filling the vacancy or new position. (FXT, SE).

- 6.2 The notice of vacancy shall state, where applicable, the nature and title of position, salary, qualifications required, and the hours of work schedule as set out in Articles UN2 and COR2, (Hours of Work). Where a position is posted within the Ontario Public Service, the internal notice of vacancy shall also state the work location where the position currently exists, that the position is represented by the Union and the particular bargaining unit which contains the position.
- 6.3 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be the deciding factor. (FXT, SE, FPT)
- 6.4 An applicant who is invited to attend an interview within the Regular service shall be granted time off with no loss of pay and with no loss of credits to attend the interview, provided that the time off does not unduly interfere with operating requirements. (FXT, SE)
- 6.5 Relocation expenses shall be paid in accordance with the provisions of the Employer's policy.
- 6.6.1 With the agreement of the Union, the employee and the Employer, an employee ~~may~~ 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.
- 6.6.2 The assignment of an employee to a vacancy in accordance with Articles 7 (Pay Administration), 20 (Employment Stability), 25 (Leave - Special), 42 (Long Term Income Protection), 50 (Pregnancy Leave) and 51 (Parental Leave) shall have priority over an assignment under Article 6.6.1.
- 6.7 Where the duties of a position are modified to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes of this article.

(consequential changes to Article 56)

20. NEW - LETTER OF UNDERSTANDING

Add new Appendix as follows:

Letter of Understanding

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

Dear Ms. Hamilton,

The Parties discussed in collective bargaining negotiations the recent amendments to the AMAPCEO-Crown in Right of Ontario collective agreement and the new job evaluation/classification system structure and whether these could have an effect on OPSEU's bargaining rights.

The Employer agrees and assures OPSEU that:

Nothing in the AMAPCEO-Crown in Right of Ontario Collective Agreement including: any

amendments to the recognition clause of that agreement (April 1, 2012 to March 31, 2014); any schedules or appendices to that agreement; anything contained in the schedules or appendices to that agreement; or any changes to the job evaluation/classification system structure has the effect of altering or eroding the scope of the OPSEU bargaining units.

This agreement and assurance may be relied on and enforced as part of the Collective Agreements.

Sincerely,

David Brook
Director, Union-Management Relations
Employee Relations Division

[Letter forms part of the Collective Agreement]

21. TRANSITION EXIT INITIATIVE

Add new Appendix as follows:

NEW APPENDIX 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
("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 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.

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, 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 forewith 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. 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. 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. 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. 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. 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.
11. This MOA forms part of the collective agreement.

For OPSEU

For the Employer

22. INFORMATION AND INFORMATION TECHNOLOGY

Renew and amend Appendix 38 as follows:

APPENDIX 38 February 26, 2009[Insert Date] INFORMATION AND INFORMATION TECHNOLOGY

1. For the purposes of this section, "Information & Information Technology" is defined as any activity which involves the investigation, analysis, planning, acquisition, design, development, implementation, operation and maintenance of information technology, the management of information including the security of that information and/or the automation of business processes.
2. For purposes of this section, a "non-public servant" is:
 - i. a person who has not been appointed by the Public Service Commission; and
 - ii. who is engaged to perform work related to Information & Information Technology.
3. Persons employed or engaged by a supplier of I and IT equipment, hardware or software who are performing work in relation to the installation, maintenance and support of that equipment, hardware or software shall not be considered "non-public servants" for the purposes of this section. There shall be no restriction regarding their use, and they shall not otherwise be covered by the terms of this section, nor the reporting requirements in paragraph 6.
4. The use of a non-public servant to perform bargaining unit work does not constitute a violation of the Collective Agreement.
5. Non-public servants, while in the workplace, shall not perform duties normally performed by employees in the bargaining unit if it directly results in the lay-off of a bargaining unit employee.
6. Every six (6) months, the Employer will provide OPSEU with a report including the following data relating to all non-public servants as defined in paragraph 2 who perform OPSEU bargaining unit work requiring regular attendance at one or more sites controlled by the Employer:
 - i. The name of the non-public servant;
 - ii. The workplace regularly attended by the non-public servant;
 - iii. The role and level for which the non-public servant is engaged;
 - iv. The start date of the engagement of the non-public servant;

- v. The end date or anticipated end date of engagement of the non-public servant; and
 - vi. The number of days worked during the reporting period.
7. At the time of providing the report, and for the period of the report, the Employer shall pay to the Union a payment for each day of work performed by the non-public servant performing OPSEU bargaining unit work identified in the report. The formula for such payment shall be as follows: 1.4% of the daily average of the salary maximum for the Systems Officer series multiplied by the number of days worked set out at paragraph 6 of the Report.
 8. The parties agree to implement the terms found in Appendix A IT Source ERDC Resource Pool and I&IT Enterprise Recruitment.

Appendix A

IT Source ERDC Resource Pool and I&IT Enterprise Recruitment

The Employer will be engaging in a substantial amount of recruitment for I and IT professionals within the I&IT enterprise;

Therefore, the parties consider the following terms to be appropriate for the establishment and operation of IT Source the I&IT Enterprise Resources Deployment Centre ("ERDC") and the recruitment of I and IT professionals within the I&IT enterprise, which includes the Office of the Chief Information and Information Technology Officer and the IT clusters reporting to it, but does not include the program areas of the Ministries:

1) ~~New Full Time Equivalents~~

- a) ~~Before March 31, 2010, the Employer will create a minimum of 230 Full Time Equivalent ("FTE") positions into the I&IT Enterprise that will be represented by OPSEU;~~
- b) ~~The OPSEU positions will be posted in accordance with paragraph 7 below.~~
- c) ~~If all of the posted positions are not filled by June 30, 2010, the parties agree to consult on the necessary steps to enable the employer to perform the functions required.~~

1. ~~2.~~ Purpose of IT Source the Employee Resources Deployment Centre

IT Source The ERDC will manage a mobile pool of I and IT professionals who will be deployed to projects and assignments across the I&IT Enterprise across the province.

2. ~~3.~~ Deployment to Different Projects and Assignments

- (a) It is understood that the employees employed by IT Source the ERDC will be deployed to different projects and assignments located within different clusters, Ministries or branches throughout the OPS. For the purposes of the collective agreement, these positions will be deemed to be deployed on a province-wide basis.

(b) It is agreed that these deployments are assignments of work made at the discretion of the Employer and do not constitute vacancies under Article 6; temporary assignments under Article 8; change in headquarters under Article 11; temporary positions or assignments pursuant to article 20.3 or 20.8; or a relocation of a position under Appendix 13.

(c) Notwithstanding paragraph (b), if an assignment is of a sufficient duration, the Employer may determine if a change in headquarters is appropriate in the particular circumstances.

3. ~~4~~ Managerial Direction

a) I and IT professionals employed in IT Source ERDC will report to a Manager within IT Source the ERDC.

b) It is understood that the deployment to different projects and assignments may require the employee to receive direction regarding the project or assignment from a manager other than the employee's manager within IT Source the ERDC and that such manager may provide input into any performance evaluation for the employee.

4. ~~5~~ Travel

a) It is understood that it will be a condition of employment for all I and IT professionals employed in IT Source ERDC that they may be deployed to projects or assignments throughout Ontario.

b) The parties agree that the Employer's *Travel, Meal and Hospitality Expenses Directive* will apply to any travel required as a result of the deployment of the employee.

5. ~~6~~ Mandatory Enhanced Security Clearance

It is understood that an enhanced security clearance may be required as a condition of employment for I and IT professionals employed in IT Source ERDC.

6. ~~7~~ Posting and Filling vacant positions

It is agreed that all vacancies for positions within the I&IT enterprise, including IT Source ERDC, will be posted and filled in accordance with the provisions of Article 6, subject to the following:

(a) The Employer may use a mass centralized recruitment approach to fill vacancies for positions within the I&IT enterprise.

(b) With respect to vacancies set out in paragraph (a) above, in addition to the posting requirements under Article 6.1.1, 6.1.2 and 6.2, the Employer may post potential permanent and/or temporary opportunities within respective I&IT job families that may exist over the next 12 month time period. The posting shall state the duties, nature and title of the position(s), qualifications required, full or part time status, permanent or temporary status, bargaining unit status, hours of work schedule, salary ranges of the classifications within the job family and travel expectations of the opportunities within that job family. The Employer shall have identified on the original posting that it may be used to fill positions in the job family that may occur over the 12 month time period. The posting period will be for at least ten days prior to the established closing date. This closing date may be

extended should the employer determine that there is an insufficient number of potential qualified candidates.

- (c) If the Employer posts in accordance with paragraph (b), it will establish an eligibility list of qualified candidates for each classification level within each job family based on the results of a competitive process. The parties agree that the development of eligibility lists will be accordance with Articles 6.3.
- (d) The Employer shall advise candidates of their individual rank order upon the completion of the competitive process under paragraph (b).
- (e) The Employer will hire qualified candidates from the eligibility lists for each classification level within each job family developed under paragraph (b) in accordance with Article 6.1.2. Should the most qualified employee elect not to accept the job offer, that employee shall remain eligible and retain his/her rank for further offers under this process.
- (f) The parties agree that it will continue to be the practice that the Employer shall obtain a valid surplus clearance number prior to filling a position under paragraph (e).
- (g) Where the Employer posts in accordance with paragraph (b) and if no qualified applicants accept a job offer for a specific position made pursuant to this process, then the Employer shall provide new or existing candidates internal to the OPS with the opportunity to participate in a restricted competitive process. The process shall be held in accordance with Article 6 of the collective agreement, with the modification that the Employer shall post the vacancy for the position for a period of at least five (5) working days.
- (h) The parties can agree at any time to review the above process and mutually agree on amendments.

7. ~~8~~ Training and Development

The parties agree to meet and discuss training and development opportunities for bargaining unit employees in I&IT.

23. UNION LEAVE BILLING

CERC Agreement and Template Letter as follows:



JOINT CERC AGREEMENT

Whereas the parties recognize that there is a need to clarify union leave codes and billing practices in order to ensure proper payment and timely resolution of disputed charges

AND Whereas the parties also wish to resolve outstanding disputes up to the date of this agreement

Therefore, the parties agree as follows:

- a) Where OPSEU corporate approval is required for a union leave OPSEU will, from the date of this agreement, provide the information contained in the template letter in Appendix A to the employee's manager ten (10) working days in advance of the requested leave signed by the president or vice-president of OPSEU.
- b) Notwithstanding the above, should documentation requesting the leave not be received within five (5) working days after the leave has been taken, the Employer will notify the employee who has taken the leave and the OPSEU president or vice-president that if documentation in accordance with a above is not received within ten (10) working days, the Employer will process the employee's leave in accordance with Article 24.
- c) Following the appropriate documentation being submitted as set out above, invoices for the term of the leave will be submitted to OPSEU for payment within (6) months of the date the leave is approved and properly entered into the Employer's Workforce Information System.

Dated this day of 2013.

Roxanne Barnes
CERC Co-Chair
Ontario Public Service Employees Union

David Logan
Assistant Deputy Minister
Employee Relations Division,
HR Ontario,
Ministry of Government Services

Appendix A

Template Letter for Union Leave Requests

Current Date

Dear (Employee's Manager/Supervisor's Name),

Please be advised that the Ontario Public Service Employees Union (OPSEU) is requesting a leave for the following employee to (set reason for the leave) under (quote leave article) of the OPSEU collective agreement:

Employee Name
WIN Number
Position Title
Ministry
Branch, Division
Union Local

This leave will begin on (insert date) and end as of (insert date).

As per the collective agreement, this leave will be (reimbursable / non-reimbursable /an unpaid leave of absence – WIN Code).

Signed,

OPSEU President/Vice President

CC: Ministry of Government Services, Centre for Employee Relations

24. SEASONAL EMPLOYEES WITHIN THE PROVINCIAL SCHOOLS BRANCH

Letter of Understanding
[DATE OF RATIFICATION]

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

Dear Ms. Hamilton,

The parties agree to refer the issue of the use of seasonal employees within the Provincial Schools Branch to the CERC for discussion.

Sincerely,

David Brook
Director, Union-Management Relations
Employee Relations Division

[Letter does not form part of the Collective Agreement]

25. LONG TERM INCOME PROTECTION

Amend Article 42 as follows:

ARTICLE 42 – LONG TERM INCOME PROTECTION

42.2.1

...

- (h) The Employer shall provide a list of employees on L.T.I.P. to JIBRC upon request.

26. FLEXIBLE PART-TIME STAFF

Renew and amend Appendix 32 as follows:

APPENDIX 32

Revised [DATE OF RATIFICATION] February 26, 2009

...

5. BENEFITS

...

- e) Employees may re-elect as per paragraph 5(b) above during December of each ~~the third~~ 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.

27. FIXED-TERM EMPLOYEES

Amend Article 31 as follows:

ARTICLE 31 – FIXED-TERM EMPLOYEES

...

31A.2 WAGES

....

- 31A.2.3 For the purposes of Article 31A.2.2, an employee shall progress through the salary range upon the completion of a minimum of one thousand seven hundred and ~~twenty-five and a half (1,725.50)~~ ~~thirty two and three quarter (1,732.75)~~ straight-time hours or one thousand nine hundred and four (1,904) and ~~twelve (1,912)~~ straight-time hours, as applicable, including authorized leaves of absences.

...

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

31A.7.1 Effective upon ratification by both parties, all fixed-term employees shall, upon completion of one (1) month of continuous service, receive in lieu of all employee benefits listed in Part B of the Central Collective Agreement, save and except holiday and vacation pay, an amount equal to six percent (6%) of their basic hourly rate for all hours worked exclusive of overtime. Such in lieu payment shall not apply to seasonal employees as defined in Article 32.2 (Definition) who qualify for coverage pursuant to Article 32.8 (Seasonal Employee Benefits - General).

31A.7.2 Effective as soon as practical upon ratification by both parties, all active fixed-term employees employed as of the 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 (31) days following the initial election period under Article 31A.7.2, all employees hired following the 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.7.4 Once an employee has opted for insured benefits coverage under Article 31A.7.2 or Article 31A.7.3, they will be required to maintain coverage for the duration of their fixed term employment, including any subsequent extensions or reappointments not broken by a 13 week or greater period of non-employment.

31A.7.5 Notwithstanding Article 31A.7.4, a fixed-term employee working full-time hours may opt out of coverage within thirty-one (31) days following the start of a subsequent fixed-term reappointment where the hours of work are less than full-time.

...

31A.15 CONVERSION OF FIXED-TERM POSITIONS TO POSITIONS IN THE REGULAR SERVICE

31A.15.1.3 For the purpose of Article 31A.15, "full-time" shall mean a minimum of one thousand seven hundred and twenty-five and a half (1,725.50) ~~one thousand seven hundred and thirty-two and three quarter (1,732.75)~~ straight-time hours or one thousand nine hundred and four (1,904) ~~one thousand nine hundred and twelve (1,912)~~ straight-time hours in each year, as applicable, including authorized leaves of absence. However, all hours worked by a fixed-term employee while he or she is replacing a regular employee who is on an authorized leave of absence shall not be included in computing the annual hours worked by the fixed-term employee.

31A.16 OTHER APPLICABLE ARTICLES

31A.16.1 The following articles of the Central Collective Agreement shall also apply to fixed-term employees other than seasonal, student and GO Temp employees: 1, 2, 3, 4, 5, 6.1, 6.2, 6.3, 6.4, 8, 9, 10.1, 13, 14, 15, 16, 18, 21, 22, 23, 24, 26, 27, 28, 29, 45, 48.3, 49, and 80.

...

31A.17 SENIORITY ACCUMULATION FOR FIXED-TERM EMPLOYEES FOR THE PURPOSE OF FILLING VACANCIES OR NEW POSITIONS

31A.17.1 Notwithstanding Article 18.1(b), a fixed-term employee shall be entitled to have their service counted towards the accumulation of seniority on the same basis under Article 18.1 and Article 18.4 before he or she is appointed to the Regular Service for the sole purpose of any determination made by the Employer under Article 6.3 (Posting and Filling of Vacancies or New Positions), if applicable. For this specified purpose, fixed-term employees shall be entitled to have their service counted towards the accumulation of seniority based upon **one thousand seven hundred and twenty-five and a half (1,725.50) straight-time hours or one thousand nine hundred and four (1,904) hours, 1732.75** ~~straight-time hours or 1912 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.

28. EMPLOYMENT STABILITY

Renew and amend Appendix 40 as follows:

APPENDIX 40
~~February 26, 2009~~ [DATE OF RATIFICATION]
EMPLOYMENT STABILITY

MEMORANDUM OF AGREEMENT

Between

The Crown in Right of Ontario
As represented by the Ministry of Government Services
(The "Employer")

and

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

The parties have agreed to work collaboratively at the **MERC** level to facilitate the transition of employees who will be directly impacted by transformations and transfers. Pursuant to Article 19 of the Collective Agreement the **MERC** parties ~~have agreed~~ **may mutually agree** to the following to facilitate the successful transition of OPSEU represented employees:

1. DEFINITIONS:

~~Regular Employee(s) shall have the same meaning as Classified Employee.~~

~~Fixed Term Employee(s) shall have the same meaning as Unclassified Employee.~~

Day refers to working days and excludes Saturdays, Sundays and statutory holidays.

Collective Agreement shall mean the collective agreement between OPSEU and the Crown in Right of Ontario dated ~~January 1, 2009~~ **January 1, 2013 to December 31, 2012 December 31, 2014.**

Impacted Employee(s) shall mean OPSEU represented regular employees from Transformation Programs who will be declared surplus as a result of the transformation.

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

2. TEMPORARY VACANCIES

- a. An Impacted Employee who makes an election under Paragraph 3 below shall be eligible for assignment into temporary assignments of at least six (6) months in their own ministry that are posted for recruitment in accordance with Article 8 in advance of their receipt of their notice of layoff provided that:
 - i. the employee applies for and indicates on his or her application for the vacancy that they are an Impacted Employee in accordance with Appendix 40 and are eligible for a temporary assignment; and
 - ii. he or she meets the entry level qualifications for the position.

Such assignments are meant to provide additional employment opportunities for Impacted Employees prior to lay-off. Where more than one Impacted Employee matches the temporary assignment, the employee with greater seniority shall be offered the temporary assignment. It is understood that such assignment of an Impacted Employee to a temporary vacancy has priority over Article 8 (Temporary Assignments).

- b. An Impacted Employee shall retain his or her status in the Regular Service and current salary entitlements while placed in a temporary assignment. Placement in a temporary assignment will not constitute a promotion for pay purposes. Subject to Article 20.8.1, for placement into temporary assignments, the employer shall use the same criteria and rules as for assignment into vacancies under Article 20.3 (Targeted Direct Assignment).
- c. An offer of a temporary assignment to an Impacted Employee must be in writing and must specify the duration of the temporary assignment. The Impacted Employee shall have five (5) working days in which to accept or reject the offer of a temporary assignment.
- d. The original temporary assignment may be extended by a maximum of three (3) months.
- e. When a temporary assignment takes place, the employee shall not be unreasonably denied the opportunity to complete any portion of training already underway. Impacted Employees who refuse a temporary assignment shall continue to be considered for assignment into permanent vacancies in accordance with Paragraph 3 below, but not for temporary assignments.
- ~~a. The Employer will encourage the respective Ministries to consider Impacted Employees for temporary assignments in their own ministry that are not required to be posted in accordance with Article 8 (Temporary Assignments).~~
- ~~b. When the employee's position is declared surplus while the employee is on a temporary assignment, the ministry shall notify the employee that his or her position has been declared surplus and inform the employee of the option to:~~
 - ~~i. Return early from the temporary assignment and receive the surplus notice at that time; or~~
 - ~~ii. Return at the end of the temporary assignment and receive the surplus notice at that time.~~

3. TARGETED DIRECT ASSIGNMENT

- a. Within ten (10) days following the disclosure to OPSEU of the Impacted Employees affected by a Transformation Program, interested Impacted Employees who have yet to receive notice of layoff will be deemed to have received their notice of layoff as per Article 20.3 of the collective agreement only for the purpose of **targeted** direct assignment as outlined below.
- b. To be considered for **Targeted** Direct Assignments under this section, interested Impacted Employees:
 - i. Must, in writing, advise their ~~Employee Mobility Coordinator in the Regional Recruitment Centre~~ **Designated Human Resources Contact** within the time frames outlined in 3 (a) above that they wish to be considered for redeployment **Targeted Direct Assignment** in advance of their notice of layoff; and
 - ii. ~~Must complete and forward a completed Employee Portfolio to the Employee Mobility Coordinator in the Regional Recruitment Centre prior to being considered for direct assignment under this section.~~
 - iii. ~~An Employee Portfolio will be deemed to include the qualifications and knowledge as identified in the employee's current position description for the purposes of Article 20.3 (Redeployment) unless otherwise modified by the employee.~~
 - iv. ~~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) working days of receiving the updated employee portion of the employee portfolio.~~
- c. ~~Targeted~~ direct assignments to positions under this agreement will be made on the same basis as outlined in Article 20.3 with respect to full-time regular employees and Article 62.1 with respect to regular part-time regular employees.
- d. Upon **targeted** direct assignment into a position under these provisions, all other surplus rights including but not limited to those under Article 20, Appendix 9 and Appendix 17 of the Collective Agreement and under this Memorandum of Agreement are forfeited.
- e. Impacted Employees who are not directly assigned to a position under this section, will be entitled to all surplus rights pursuant to the Collective Agreement and under this Memorandum of Agreement upon issuance of notice of surplus.
- f. Where an interested Impacted Employee declines a **targeted** direct assignment under this section for any reason, he or she will not be considered for any further assignments until issued notice of surplus when they otherwise would have been, in which case they will be entitled to surplus rights pursuant to the Collective Agreement and under this Memorandum of Agreement.
- g. Where an interested Impacted Employee is assigned a **targeted** direct assignment in accordance with this section, the Ministry shall have the sole discretion whether to fill the vacancy created as a result of the employee vacating the position. Where the vacancy is filled by a fixed term employee, the parties agree that time hours worked shall not be included in the calculations for the purpose of conversion of under Article 31A.15 of the Collective Agreement.

4. VARIABLE SURPLUS OPPORTUNITIES

- a. The Parties encourage Ministries Ministry and their local OPSEU representatives in conjunction with their MERC counterparts in Transformation Programs are encouraged to explore strategies to support

employee preferences, and specifically to consider the establishment of variable surplus dates for Impacted Employees where operational requirements permit.

5. RECRUITMENT SUPPORTS

Impacted Employees who are invited to attend an interview outside the ~~civil~~ public service shall be granted time off with no loss of regular pay and no loss of credits for up to two and one half days per calendar year. The employee shall provide the Ministry with at least 48 hours advance notice of the leave.

6. CAREER SUPPORTS

- a. ~~The Parties direct Ministries Ministry and their~~ its local OPSEU counterparts ~~to will~~ explore career and other transitional training options for Impacted Employees at the Ministry level.
- b. ~~The Parties also direct Ministries Ministry and their~~ its local OPSEU counterparts ~~to will also~~ ensure Impacted Employees are provided with information about existing programs and supports with respect to career planning and counselling.
- c. The Employer will support Ministry level training on the completion of Employee Portfolios for Impacted Employees and OPSEU will encourage Impacted Employees to complete the Employee Portfolios in a timely manner.

~~7. CONDITIONAL ASSIGNMENTS~~

- ~~a. The parties agree that where an Impacted Employee has been assigned to a conditional assignment in accordance with article 20.12, the period of retraining in the conditional assignment may operate to extend the surplus notice period by a period equivalent to the retraining period, provided the total period of conditional assignment does not exceed five (5) months, for the purpose of article 20.12 only.~~

~~8. OTHER INITIATIVES~~

- ~~a. For other initiatives where the Employer has disclosed prior to December 31, 2008, that there are less than 50 represented employees who will be surplus the Ministry MERCs shall meet to explore opportunities for the application of all or part of this agreement.~~

9 7. DISPUTES

- a. The parties agree that any disputes with respect to the implementation, interpretation and application of any of the terms and conditions of this Memorandum of Agreement will be referred to the Joint Employment Stability Subcommittee (JESS) in accordance with the Dispute Resolution Guidelines dated July 14, 2006 for that Committee.

~~40~~ 8. RESOLUTION

- a. The parties agree that initiatives that are the subject of a previous surplus and/or in-placement agreement / **application of Appendix 40 from the collective agreement expiring December 31, 2012** between the parties, including but not limited to the **Ministry of Revenue Ministry of Health Acute and Community Health Division, the Ministry of Community and Social Services Developmental Services Facilities and the Ministry of Community and Social Services Ontario Disability Support Program**, do not form part of this Agreement. **Nothing in this agreement reduces or amends commitments under those prior agreements.**

Agreed to by the parties at Toronto on this ~~26th day of February 2009~~ [DATE OF RATIFICATION].

29. NO DISCRIMINATION/EMPLOYMENT EQUITY

Amend Article 3 as follows:

ARTICLE 3 - NO DISCRIMINATION / EMPLOYMENT EQUITY

...

- 3.2 There shall be no discrimination or harassment practised by reason of an employee's membership or activity in the Union.
- 3.3 The Parties are committed to a workplace free from workplace harassment, including bullying, by other employees, supervisors, managers, any other person working or providing services to the Employer in the workplace, clients or the public, in accordance with the law. Workplace harassment is engaging in a course of vexatious comment or conduct against an employee in the workplace that is known or ought reasonably to be known to be unwelcome.
- 3.3 3.4 It is recognized that in accordance with section 14 of the *Ontario Human Rights Code*, the Employer's employment equity program shall not be considered a contravention of this article.

30. CLASSIFICATION SYSTEM

Amend Appendix 34 as follows:

11. The following Pay Administration rule pertains only to employees moving from the current job classification system into the new job evaluation/classification system
- An employee whose current salary is above the maximum of the new salary range for his/her position shall maintain his/her current salary until the maximum of the new salary range exceeds their salary, at which time he or she is entitled to salary progression. For clarity the employee will not be entitled to receive across the board increases, if any, while his/her salary is above the new maximum of the new salary range.

31. SHORT TERM SICKNESS PLAN

Amend Article 44 and 71 and add new Appendix as follows:

ARTICLE 44 - SHORT TERM SICKNESS PLAN

- 44.1.1 Until March 31, 2013, An employee who is unable to attend to his or her duties due to sickness or injury is entitled to leave of absence with pay as follows:
- (a) with regular salary for the first six (6) working days of absence,
 - (b) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days of absence, in each calendar year.
- 44.1.2 Effective April 1, 2013, an employee who is unable to attend to his or her duties due to sickness or injury is entitled to leave of absence with pay as follows:
- (a) with regular salary for the first six (6) working days of absence,

(b) with sixty-six and two thirds percent (66.67%) of regular salary for an additional one hundred and twenty-four (124) working days of absence, in each calendar year; or

(c) notwithstanding 44.1.2 (b), with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days, if a certificate of a legally qualified medical practitioner is forwarded to the employee's manager or designee certifying that the employee is unable to attend to official duties due to a severe mental or physical illness or injury (e.g. stroke, serious accident, hospitalization in excess of two (2) days, Quarantined, declared Pandemic event, shingles), or serious chronic mental or physical illness or injury (e.g. cancer, Crohns, multiple sclerosis, cystic fibrosis).

44.2 An employee is not entitled to leave of absence with pay under Article 44.1 until he or she has completed twenty (20) consecutive working days of employment.

44.3 Where an employee is on a sick leave of absence which commences in one (1) calendar year and continues into the following calendar year, he or she is not entitled to leave of absence with pay under Article 44.1 for more than one hundred and thirty (130) working days in the two (2) years until he or she has returned to work for twenty (20) consecutive working days.

44.4 An employee who has used leave of absence with pay for one hundred and thirty (130) working days in a calendar year under Article 44.1 must complete twenty (20) consecutive working days before he or she is entitled to further leave under Article 44.1 in the next calendar year.

44.5 The pay of an employee under this article is subject to deductions for insurance coverage and pension contributions that would be made from regular pay. The Employer-paid portion of all payments and subsidies will continue to be made.

USE OF ACCUMULATED CREDITS

44.6 An employee on leave of absence under Article 44.1.1(b), Article 44.1.2(b) or Article 44.1 (c) may, at his or her option, have ~~one-quarter (1/4) of a day~~ sufficient credits deducted from his or her accumulated credits (attendance, vacation or overtime credits) for each such day of absence and receive regular pay.

44.7 An employee who is absent from his or her duties due to sickness or injury beyond the total number of days provided for in Article 44.1 shall have his or her accumulated attendance credits reduced by a number of days equal to such absence and he or she shall receive regular pay for that period.

44.8 Article 44.7 does not apply to an employee when he or she qualifies for and elects to receive benefits under the Long Term Income Protection Plan.

44.9 Where, for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Employer may require him or her to submit to a medical examination at the expense of the Employer.

44.10 After five (5) days' absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's manager, certifying that the employee is unable to attend to his or her official duties. Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave, the employee's manager may require an employee to submit a medical certificate for a period of absence of less than five (5) days.

44.11 Employees returning from Long Term Income Protection Plan to resume employment in accordance with Article 42.10 must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.

44.12 For the purposes of this article, twenty (20) consecutive working days of employment shall not include vacation leave of absence or any leaves without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to his or her duties

due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

ATTENDANCE REVIEW MEETINGS

- 44.13 Where an employee is interviewed by a member or members of management in respect of the employee's record of attendance at work, no evidence of that interview or of the particular aspects of the attendance record upon which that interview was based shall be admissible before the Grievance Settlement Board in the arbitration of a disciplinary grievance unless the employee was given reasonable notice of the interview and of the right to have Union representation at that interview, and the employee either had such Union representation or declined that representation in writing prior to the interview.

ARTICLE 71 - SHORT TERM SICKNESS PLAN

- 71.1.1 Until March 31, 2013, An employee who is unable to attend to his or her duties due to sickness or injury is entitled in each calendar year to leave of absence with pay as follows:
- (a) at regular salary for the portion of six (6) days that the ratio of the employee's weekly hours of work bear to full-time employment,
 - (b) at seventy-five percent (75%) of regular salary for an additional period of that portion of one hundred and twenty-four (124) days that the ratio of the employee's weekly hours of work bear to full-time employment.
- 71.1.2 Effective April 1, 2013, an employee who is unable to attend to his or her duties due to sickness or injury is entitled in each calendar year to leave of absence with pay as follows:
- (a) at regular salary for the portion of six (6) days that the ratio of the employee's weekly hours of work bear to full-time employment,
 - (b) at sixty-six and two thirds percent (66.67%) of regular salary for an additional period of that portion of one hundred and twenty-four (124) days that the ratio of the employee's weekly hours of work bear to full-time employment; or
 - (c) notwithstanding 71.1.2 (b), with seventy-five per cent (75%) of regular salary for an additional one hundred and twenty-four (124) working days that the ratio of the employee's weekly hours of work bear to full-time employment, if a certificate of a legally qualified medical practitioner is forwarded to the employee's manager or designee certifying that the employee is unable to attend to official duties due to a severe mental or physical illness or injury (e.g. stroke, serious accident, hospitalization in excess of two (2) days, Quarantine, declared Pandemic event, shingles), or serious chronic mental or physical illness or injury (e.g. cancer, Crohns, multiple sclerosis, cystic fibrosis).
- 71.2 An employee is not entitled to leave of absence with pay under Article 71.1 until he or she has completed all of his or her regularly scheduled hours of work within a period of four (4) consecutive weeks.
- 71.3 An employee on a sick leave of absence which commences on a regularly scheduled working day in one (1) calendar year and continues to include a regularly scheduled working day in the following calendar year, is not entitled to leave of absence with pay under Article 71.1 for more than the number of days provided in Article 71.1 in the two (2) years until he or she has returned to work and again completed the service requirement described in Article 71.2.
- 71.4 An employee who has used the total number of days available under Article 71.1 in a calendar year must complete the service requirement described in Article 71.2 before he or she is entitled to further leave under Article 71.1 in the next calendar year.
- 71.5 The pay of an employee under this article is subject to deductions for insurance coverage and pension contributions that would be made from his or her regular weekly rate of pay. The Employer-paid portion of all payments and subsidies will continue to be made.

USE OF ACCUMULATED CREDITS

- 71.6 An employee on leave of absence under Article 71.1.1(b), Article 71.1.2(b) or Article 71.1 (c) may, at his or her option, have sufficient credits deducted from his or her accumulated credits (attendance, vacation or overtime) to receive his or her regular weekly rate of pay.
- 71.7 An employee who is absent from his or her duties due to sickness or injury beyond the total number of days provided for in Article 71.1 shall have his or her accumulated attendance credits reduced by the number of days equal to such absence and he or she shall receive his or her regular weekly rate of pay for that period.
- 71.8 Article 71.7 does not apply to an employee when he or she qualifies for and elects to receive benefits under the Long Term Income Protection plan.
- 71.9 Where, for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Employer may require him or her to submit to a medical examination at the expense of the Employer.
- 71.10 Where an employee's absence caused by sickness exceeds a calendar week, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's manager, certifying that the employee is unable to attend to his or her official duties. Notwithstanding this provision, the employee's manager may require an employee to submit a medical certificate for a period of absence of less than a calendar week.
- 71.11 Employees returning from Long Term Income Protection plan to resume employment must complete the service requirement described in Article 71.2 to qualify for benefits under the Short Term Sickness Plan.
- 71.12 For the purposes of this article the service requirement described in Article 71.2 shall not include vacation leave of absence or any leaves without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to his or her duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

[DATE OF RATIFICATION]

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

The parties agree that the parties at Joint Insurance Benefit Review Committee will develop template materials to support the implementation of Article 42.1.2 (c) and Article 71.1.2 (c)

Sincerely,

David Brook
Director, Union-Management Relations
Employee Relations Division

[Letter forms part of the Collective Agreement]

32. TERMINATION PAYMENTS

Amend Article 53 and 78 as follows:

ARTICLE 53 – TERMINATION PAYMENTS

53.4.1 An employee,

(a) who has completed a minimum of one (1) year of continuous service and who ceases to be an employee because of:

(1) death,

(2) retirement pursuant to,

(a) Articles 8.4, 8.6, 9, 10.1, 10.2, 10.3 or 17 of the OPSEU Pension Plan and who is found by the OPSEU Pension Trust to be unable to perform his or her duties by reason of mental or physical incapacity and whose service is terminated in circumstances under which he or she is not entitled to a disability pension; or

(3) dismissal for certain reasons under section 39 of the *P.S.O.A.*, or

(4) resignation during the surplus notice period; or

(b) who has completed a minimum of five (5) years of continuous service and who ceases to be an employee for any reason other than:

(1) dismissal for cause under section 34 of the *P.S.O.A.*, or

(2) abandonment of position under section 42 of the *P.S.O.A.*, or

Is entitled to severance pay for continuous service from and after April 1, 1978, equal to one (1) week of salary for each year of continuous service from and after April 1, 1978.

53.4.2 Notwithstanding Article 53.4.1 an employee who voluntarily resigns is only entitled to termination payments for services accrued up to December 31, 2008.

53.4.3 Notwithstanding Article 53.4.1 an employee appointed on or after January 1, 2013 is not entitled to termination payments as provided for in this article where the employee retires under the OPSEU Pension Plan.

For clarity, this does not apply to a fixed term employee who on or after January 1, 2013 is appointed to the regular service, where that regular employee's continuous service will include any fixed term service accumulated on or before January 1, 2013.

ARTICLE 78 - TERMINATION PAYMENTS

(FPT)

78.1.1 An employee who has completed a minimum of

(a) one (1) year of service and who ceases to be an employee because of,

(1) death,

(2) retirement pursuant to,

(a) Articles 8.4, 8.6, 9, 10.1, 10.2, 10.3 or 17 of the OPSEU Pension Plan and who is found by the OPSEU Pension Trust to be unable to perform his or her duties by reason of mental or physical incapacity and whose service is terminated in circumstances under which he or she is not entitled to a disability pension; or

(3) dismissal for certain reasons under section 39 of the *P.S.O.A.*, or

(4) resignation during the surplus notice period; or

(b) five (5) years service and who ceases to be an employee for any reason other than:

- (1) dismissal for cause under section 34 of the *P.S.O.A.*, or
- (2) abandonment of position under section 42 of the *P.S.O.A.*

Is entitled to severance pay equal to that portion of a week's pay represented by the ratio of his or her weekly hours of work to full-time employment, for each year of continuous service.

78.1.2 Notwithstanding Article 78.1.1, an employee who voluntarily resigns is only entitled to termination payments for services accrued up to December 31, 2008.

78.1.3 Notwithstanding Article 78.1.1 an employee appointed on or after January 1, 2013 is not entitled to termination payments as provided for in this article where the employee retires under the OPSEU Pension Plan.

For clarity, this does not apply to a fixed term employee who on or after January 1, 2013 is appointed to the regular service, where that regular employee's continuous service will include any fixed term service accumulated on or before January 1, 2013.

33. LONG TERM INCOME PROTECTION

Amend Article 42 and 70 as follows:

ARTICLE 42 - LONG TERM INCOME PROTECTION

...

42.2.1 ...

- (h) Effective January 1, 2013, the L.T.I.P. benefit an employee was receiving on December 31, 2012 shall be increased for each employee by an amount equal to 0.5% of such amount, and on January 1, 2014, the amount the employee was receiving on December 31, 2013 shall be increased by a further 0.5%.

...

ARTICLE 70 - LONG TERM INCOME PROTECTION

...

70.2.1 ...

- (h) Effective January 1, 2013, the L.T.I.P. benefit an employee was receiving on December 31, 2012 shall be increased for each employee by an amount equal to 0.5% of such amount, and on January 1, 2014, the amount the employee was receiving on December 31, 2013 shall be increased by a further 0.5%.

34. TERM

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, 2009~~13~~, until December 31, 201~~24~~. 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 ~~February 26, 2009~~=(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*.

35. 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 12 – Memorandum of Agreement – Student Wage Rates
- Appendix 13 – Relocation of an Operation Beyond a 40 Kilometer Radius
- Appendix 15 – Letter of Understanding – Fixed-Term Employees
- Appendix 18 – Memorandum of Settlement – Transfer to New Employer
- Appendix 20 – Letter of Understanding – Certain Pension Issues
- Appendix 21 – Memorandum of Agreement – Enhanced Recruitment Initiative Program
- Appendix 23 – 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 37 – Pay Equity Adjustments
- Appendix 43 – Internationally Trained Professionals
- Appendix 44 – Learn and Work Program