

MEMORANDUM OF SETTLEMENT

Between:

The Crown in Right of Ontario (as represented by the Treasury Board Secretariat)

("the Employer")

- and -

Ontario Public Service Employees Union

("the Union")

WHEREAS the Union has filed Union grievance #2013-0999-0043 / GSB#2013-1026 alleging violations of the OPS Collective Agreement including but not limited to Articles 3 and 44;

NOW THEREFORE, the parties agree to a full and final settlement of the above-noted grievance without prejudice or precedent to any future and/or similar matters on the following terms and conditions:

Short-Term Disability Medical Examinations

1. The parties agree that a legally qualified medical practitioner means a physician, dentist or nurse practitioner, practicing within their respective scope of practice.
2. The parties recognize that the provision of health care is evolving and, as a result, other regulated health care practitioners may be appropriate for determining if an employee is fit to work. Therefore, in advance of the next round of collective bargaining, the parties will jointly review other designated health care practitioners that could be considered to be a legally qualified medical practitioner for the purposes of the collective agreement.
3. The parties further agree that effective January 1, 2017 or the date of ratification as set out in paragraph 13, whichever is later, Article 44.1.2 and Article 71.1.2, as applicable, will be interpreted so that any absence shall be paid at seventy-five percent (75%) of regular salary after the first six (6) days of absence. The parties agree to send out a joint communique as soon as practicable after the ratification of this Memorandum as set out in paragraph 13.
4. The Union agrees to withdraw Union grievance #2013-0999-0043/GSB#2013-1026. The Union further agrees not to advance or continue any grievance (individual, group or union) in respect of the aspects of the Short Term Sickness Plan referred to in the abovementioned grievance. This agreement does not apply to Grievance #2014-0999-0140/GSB#2014-3708.

OPSEU Bargaining Unit Changes

5. The parties agree that Unified Bargaining Unit positions that are:
 - a. headquartered at an MCSCS adult correctional institution;

- b. headquartered at an MCYS youth justice facility;
- c. headquartered at an MCSCS or MCYS Probation and Parole Office; or
- d. headquartered at an MCSCS training college

will be transferred into the Correctional Bargaining Unit effective January 1, 2018.

6. The parties agree that, regardless of any action that the Employer may take such as relocating, closing or commissioning a new institution or facility, the criteria set out in paragraph 5 will continue to operate in determining whether an OPSEU position falls within the Correctional Bargaining Unit.
7. Pursuant to s 23(3) of the *Crown Employees Collective Bargaining Act, 1993* ("CECBA"), the parties agree that the 2015-2017 OPSEU Central and Unified Collective Agreements will continue to govern the terms and conditions of employment for the Transferred Positions until a collective agreement with a term commencing on January 1, 2018 has taken effect for the Correctional Bargaining Unit.
8. Employees in the Transferred Positions will be entitled to participate in collective bargaining procedures and any collective bargaining votes pursuant to CECBA or the *Ontario Labour Relations Act* ("OLRA") as members of the Correctional Bargaining Unit for a collective agreement with a term commencing on January 1, 2018. As of the date of the ratification of this Memorandum, the Transferred Positions will no longer have any entitlement to participate in collective bargaining procedures or votes as members of the Unified Bargaining Unit. Consequently, as of the date of the ratification of this Memorandum, employees in the Transferred Positions will not have the right to strike and will not be locked out.
9. If ratified, the parties agree that they will make the necessary changes to the Unified and Correctional Bargaining Unit collective agreements commencing January 1, 2018 to reflect the changes to the Unified and Correctional Bargaining Units pursuant to this Memorandum and to provide for movement between the two bargaining units as part of the normal operation of the collective agreements in future, including with respect to the application of seniority. These changes will include the provisions under employment stability, recruitment and transfers related to employment accommodation.
10. If the parties are unable to reach agreement concerning the changes referred to in paragraph 9 for the Unified and/or Correctional Bargaining Unit collective agreements, it is agreed that any issues remaining in dispute will be referred to interest arbitration pursuant to Part III.1 of CECBA, as amended. For clarity, this referral may lead to corresponding changes to the collective agreement for the Unified Bargaining Unit. Issues in dispute for the Unified Bargaining Unit otherwise remain subject to the right to strike/lockout pursuant to Part IV of CECBA.
11. In order to clearly distinguish the job codes and classification titles of the Transferred positions, the Employer will append the letter "C" to all current job codes for Transferred Positions and will append "(COR)" to all current classification titles for Transferred Positions.

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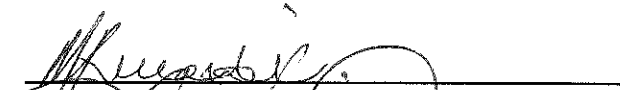
12. The parties agree that this agreement does not violate the January 9, 2016 final agreement concerning the 2015-2017 Correctional Bargaining Unit Collective Agreement.
13. The undersigned unanimously agree to recommend these terms of agreement to their respective principals, as applicable. This agreement shall be considered null and void unless the parties' respective principals, as applicable, endorse all terms and conditions set out herein. The parties are committed to confirm ratification no later than January 27, 2017, unless either party notifies the other within five (5) days prior to this date that it is unable to meet that deadline. In the event of such a notification, the parties may extend this deadline by mutual agreement.


General

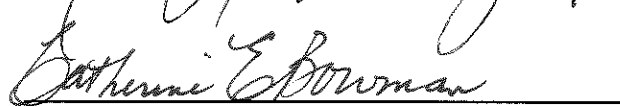
14. The Union hereby releases and forever discharges the Crown in Right of Ontario, the Employer, its employees, Ministers, Deputy Ministers, office holders, directors, servants, and agents of and from all actions, causes of action, grievances, claims and demands as they relate to the grievances referenced in paragraph 4.
15. The Parties agree that this Memorandum of Settlement is without any admission of wrongdoing, misconduct or liability.
16. This Memorandum of Settlement constitutes the entire agreement between the parties, and supersedes any and all other oral or written agreements, arrangements, or understandings, in connection with or incidental to the issues related to Short Term Sickness Plan referred to in Union grievance #2013-0999-0043/GSB#2013-1026 and grievances related to this grievance and the transfer of positions from the Unified Bargaining Unit to the Correctional Bargaining Unit. Any disputes arising from the interpretation, application or implementation of this Memorandum will be referred to the Grievance Settlement Board.

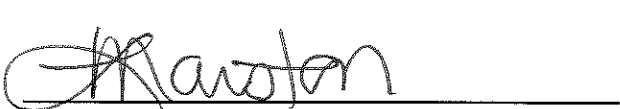
Signed in Toronto this 15th day of December, 2016

For the Union:









For the Employer:

