

MEMORANDUM OF SETTLEMENT

B E T W E E N

**Municipal Property Assessment Corporation
("the Employer")**

- and -

**Ontario Public Service Employees Union (OPSEU)
("the Union")**

1. The parties herein agree to the terms of this Memorandum as constituting full settlement of all matters in dispute between the parties.
2. The undersigned representatives of the parties hereby agree to unanimously recommend the following settlement of a renewal collective agreement to their respective principals for ratification.
3. Except as provided otherwise, all changes to the collective agreement will become effective from the date of later ratification by either party.
4. The parties agree that the collective agreement shall include the terms of the previous collective agreement which expired on December 31, 2015, provided, however, that the amendments and modifications as set out in Appendix A attached hereto are incorporated.
5. The parties agree that this Memorandum, if ratified, is enforceable by either party as if it were part of the collective agreement and that to the extent that the specific provisions of this Memorandum conflict with the collective agreement that this Memorandum shall take precedence over the collective agreement.

6. Within three (3) weeks of the notification of ratification of this Memorandum of Settlement by the principals, the Employer shall provide a copy of the draft collective agreement to the Union for their review. Within three (3) weeks of receiving such draft collective agreement the Union shall indicate its acceptance or rejection of the draft collective agreement and the parties shall schedule a meeting to either address such problems as may exist or execute the collective agreement on behalf of their principals. In any event such further meeting for addressing problems or executing the collective agreement shall be held within six (6) weeks of the notification of ratification by the respective principals.
7. The parties agree that the following employees are currently working in an acting capacity in excluded positions. The provisions of the new article 12.04 shall not come into effect for said employees until December 31, 2016 without relinquishing their seniority rights. It is further understood that these employees shall not perform bargaining unit work during their assignment as an excluded employee.

Chantel Armstrong	Steven Derocco
James Ellens	Michael Fletcher
Nadia Futa	Yaquob Gugsa
Kevin Haikara	Kim Hebden
Barbara Hoskin	Roger Jarjour
Valerie Mayers-Griffith	Robert Real
Sherry St-Onge	

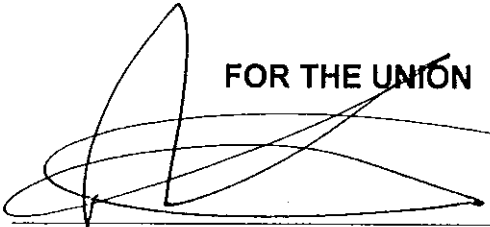
8. The changes to Article 17.04 (kilometre rate) shall take effect two (2) weeks after the date of later ratification.
9. The parties agree to amend Articles 6.01 and 6.04 to incorporate all agreed items as applicable.
10. For the purposes of clarity, the parties agree that temporary employees and students are not scheduled to work during the Year End Shutdown period and therefore will not

be paid for this time period. They shall continue to be eligible to receive statutory holiday pay pursuant to the *Employment Standards Act*.

11. The parties agree to delete section 5.9 "Completing Assignments" from the Learning and Development Policy.
12. The Employer shall pay a lump sum of 1.4 percent of the annual salary to all active regular and temporary employees, as of the date of the Memorandum, less statutory deductions required by law. Students employed as of the date of this Memorandum will receive \$100.00 less statutory deductions as required by law. This payment shall be made within three weeks of the date of later ratification.
13. The Appendix A Salary Schedule shall be increased by 1.4% for all amounts effective January 1, 2017 and 1.4% effective January 1, 2018.
14. The Employer shall allow the OPSEU Joint Trusteed Benefit Fund the opportunity to respond to the Request for Proposal for the Health Benefit Plan in 2016.
15. The parties agree to form a Contentious Claims Sub-Committee (CCSC), of the UMC. The terms of Reference for the CCSC are to be drafted by the employer and union reps of the UMC at the next UMC meeting and will address claims that employees feel have not been appropriately reimbursed.
16. To the degree allowed by the Canadian Revenue Agency, an employee in receipt of funds from LOU#1 will be allowed to allocate part of the payout to their RRSP. In addition, an employee may elect to split the payment between 2016 and 2017 by requesting the Payroll department to do so by July 14, 2016. Failure to make the election by this date shall mean that the full amount shall be paid by July 28, 2016.

DATED at Markham, Ontario this 17th day of June, 2016

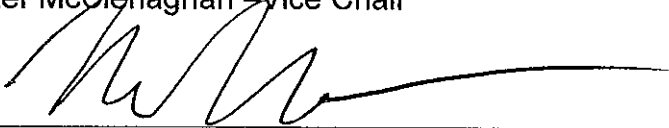
FOR THE UNION



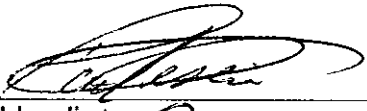
David Lynch – Chair



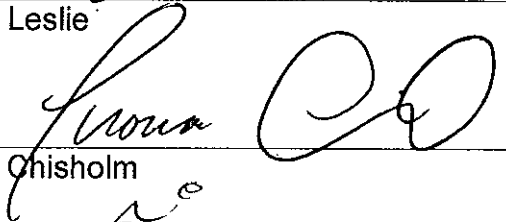
Peter McClenaghan – Vice Chair




Mark Hotte



Paul Leslie



Tom Onisholm

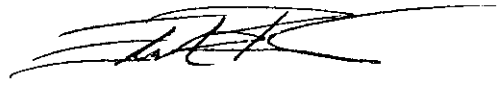


Mirra G. Alvarado Fenn – OPSEU Negotiator

FOR THE CORPORATION




Don Leblond



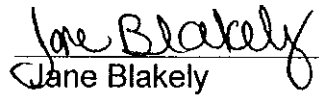
Edward Broderick



Natalie Blake



Greg Martino



Jane Blakely

Below are all the agreed items agreed to by the parties. Articles that have not been referenced below remain Status Quo (SQ). Please note that due to the insertion of some articles renumbering will be required.

- 3.04 Where the singular is used throughout the ~~Article within this Collective~~ Agreement; it is agreed that the plural is an acceptable substitute wherever the plural is applicable.

Current Article 27.10 moved to Article 3 and renumbered

3.05 Definition of spouse

Whenever the term "spouse" is used in this Agreement, it includes common-law partners and same sex partners.

ARTICLE 5 – HUMAN RIGHTS CODE

5.01 SQ

- 5.02 Every employee has a right to equal treatment with respect to employment and a right to freedom from harassment in the workplace by the Employer, the Union or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, **gender identity, gender expression**, age, record of offences, marital status, family status or disability.
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NEW

Temporary employee break in service

- 6.08 Where a temporary employee has been released from their contract before their eighteen (18) months and rehired within four (4) weeks of their last day worked, the period of absence in between shall not be considered a break in service. That is, the period of the first temporary employment and the period of absence shall be included when determining the length of continuous service.

6.07

- 6.09 In the event of a death of a parent, spouse or child, a temporary employee shall be granted up to three (3) days leave of absence from regularly scheduled work. In the event of a death of a step-parent, parent-in-law, brother, sister, son/daughter-in-law, grandchild, grandparent, brother/sister-in-law, step-son/step-daughter, step-brother/sister, ward or guardian, an employee shall be granted one (1), day leave of absence from regularly scheduled work. Such leave shall be without loss of pay from regular hourly earnings.
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ARTICLE 10 - REPRESENTATION

Full-Time Union Release

10.06 An employee elected/**appointed** to a full-time officer position with OPSEU shall be granted full-time release without pay for the duration of his/her term of office. The...~~[rest of text no change]~~...layoff and recall provisions have application during the leave, they shall apply to the employee in the same manner as if the employee were not on leave.

Release to OPSEU Executive Board

- 10.07 a) If an employee is elected to the OPSEU Executive Board, ~~he/she~~ **the employee** will be released upon Union request without loss of pay or credits. Pay and benefits shall be charged back to OPSEU quarterly. Scheduling is subject to operational requirements, but leave will not be unreasonably denied. The employee shall accumulate full seniority during such leave(s) of absence. The Union shall give as much notice as possible of the date(s) of requested leave.
- b) Where an employee is seconded to the Union, ~~he/she~~ **the employee** will be released upon Union request without loss of pay or credits. Pay and benefits shall be charged back to OPSEU monthly. The employee shall accumulate full seniority during such leave of absence. Such leave shall not exceed one (1) year.

10.09 Subject to 10.10 and 10.12, The Employer shall grant leaves of absence ~~without pay but with no loss of credits~~ for members of the Bargaining Unit, for the purpose of attending Union conferences, schools, seminars, conventions, or other such activities related to the Union. A maximum of five hundred and thirty-five (535) such days, in the aggregate, shall be granted. It is understood that when the maximum has been reached, the Employer is under no obligation to grant any further such days. **The Employer shall maintain the employee on the payroll and invoice OPSEU monthly for the salary, benefits and pension contributions paid to the employee on their behalf for the relevant period. OPSEU shall pay such invoices within ninety (90) days of receipts of such invoices.**

10.10 ~~The Employee Co chair of the Union Management Committee~~ **The OPSEU Staff Representative, or other OPSEU Official will authorize the time off request and** shall advise the ~~Manager Employee Relations Vice-President, Corporate Planning and Services~~ of the days requested under Article 10.09. Where the Union gives the Employer one (1) months' notice of the date(s) required for the purposes of Article 10.09, and the employee(s) to whom leave(s) should be granted for such purposes, the Employer shall grant the leave(s), subject only to unavoidable circumstances. Where less than one (1) months' notice is given, the Employer shall endeavor to grant the leave(s), subject to operational requirements.

10.11 If a difficulty arises with the granting of any particular request under 10.09, and/or 10.10, the ~~Employee Co Chair of the Union Management Committee~~ **parties** may consult with the ~~Vice-President, Corporate Planning and Services Director, Employee Relations and Programs~~ and seek to resolve any difficulties that may have arisen in connection with such a request.

10.12 to 10.17 - SQ

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10.18 Each MPAC work location shall have the following monthly allowance for Union duties to be allocated to Union officials by the OPSEU Executive body at that location, without loss of pay or credits:

Up to 99 members:	1.0 days
100 members and over:	1.5 days
Up to 60 members:	1.0 days
61 to 120 members:	1.5 days
121 members and over:	2.0 days

10.19 to 10.21 – SQ

10.22 A newly hired employee shall be advised of the name and work location of his/her ~~their~~ Union Steward. The Union Steward will be granted fifteen (15) minutes work time to communicate with the new employee as part of the on-boarding program.

10.23 ~~The Local Union shall be advised on or about January 1 and July 1 of each year of all persons newly hired by the Employer into the bargaining unit and terminations from the bargaining unit.~~

On or about January 1st, April 1st, July 1st and October 1st of each year, the local union official and the Union Co-Chair of the Union Management Committee, shall be advised of the names, start date, rate of pay and termination dates of:

- a) all newly hired employees into the bargaining unit; and**
- b) all terminations from the bargaining unit.**

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

Mediation

11.11 The parties may agree to refer any grievance to mediation, before one of the following mediators to be selected by alphabetical rotation:

Felicity Briggs Gerry Lee Marilyn Nairn ~~Barry Stephens~~

If the person selected by rotation is not available within ninety (90) days of the referral, the next person on the list shall be selected.

[rest of the articles no change until 11.18]

11.18 When either party requests that any matter be submitted to arbitration as provided in the foregoing article, it shall make such request in writing addressed to the other party to this Agreement.

Where such a request is made, a Board of Arbitration shall be constituted, consisting of a nominee appointed by each party and a Chair selected by alphabetical rotation from the

following list:

Chris Albertyn	William Kaplan
Randi Abramsky	Paula Knopf
Louisa Davie	Richard MacDowell
Jane Devlin	Owen Shime Brian Sheehan
Robert Howe	Barry Stephens
Brian Keller	Susan Stewart
John Stout	Susan Tacon

If the person selected by rotation is not available for a Hearing within ninety (90) days of the referral, the next person on the list shall be selected.

ARTICLE 12 - SENIORITY

12.03 An employee shall lose all seniority and shall be deemed to have been terminated if:

a) to f) - SQ

12.04 Outside Bargaining Unit Position and Seniority

b) An employee who has accepted a position outside the bargaining unit shall retain but not accumulate seniority during their assignment. This assignment shall not exceed twelve (12) months.

c) In the event the employee is returned to the bargaining unit within the twelve (12) months the employee shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of return to the bargaining unit.

d) If the employee exceeds the twelve (12) months and then returns to the bargaining unit; the employee shall lose all of their accumulated seniority.

e) In special circumstances, the twelve (12) month duration can be extended upon mutual agreement of the parties.

f) Union dues will not be deducted for the period of time an employee is outside the bargaining unit under this Article.

Article 27.14 relocated and renumbered:

27.1412.04 a) Declining Management Assignment

An employee may decline to accept a temporary assignment which falls outside the bargaining unit.

Seniority List

12.04 A province-wide seniority list (both a hard copy and an electronic copy) shall be provided to OPSEU's **Negotiator** and posted on the Corporate Intranet by the 15th of January of each year, and shall include the employee's name, seniority date, classification and work location. It is ...[rest no change]... to be the official copy. If no grievance is received regarding the accuracy of the list by the 15th of February, it shall be deemed to be accurate.

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ARTICLE 13 - VACANCIES, PROMOTIONS AND REASSIGNMENTS

13.01 to 13.03 SQ

Renumbered

13.04

~~13.03.1~~ The workplace location for an advertised position shall be stated in the advertisement as being either a specific workplace location or a location within a defined area comprising more than one MPAC office.

~~13.05~~ ~~Where an employee is officially assigned to a higher-rated position on a temporary basis, he/she shall continue to be paid his/her current rate for the first ten (10) working days in the position. Effective the 11th working day, the employee shall be paid at the appropriate rate for the position, retroactive to the first day of the assignment, and shall be paid at the appropriate rate thereafter~~

13.05

~~13.03.2~~ Where an advertised workplace location comprises more than one office, the successful candidate may elect to remain in his/her current workplace location, if his/her current workplace location is within the defined area, or accept a workplace location within the defined area, as determined by the Employer. In either case, the location shall be defined in the offer of employment as the employee's workplace location.

13.06

~~13.03.3~~ When the successful candidate's current workplace location is not within the defined area, the employee must relocate to a workplace location as determined by the Employer, such location being within the defined area.

13.07

Temporary vacancies

~~13.04~~

a) Temporary vacancies and vacancies caused by absence due to illness, accident, leaves of absence (including pregnancy and/or parental leave) up to six (6) months need not be advertised. Such temporary vacancies may be filled at the discretion of the Employer. All temporary vacancies in excess of six (6) months will be advertised.

b) An employee who is assigned to a vacancy on a temporary vacancy basis pursuant to Article ~~13.04~~ **13.07** (a) cannot be further assigned to fill the same vacancy on a temporary basis for a period of three (3) months from the end of the first temporary assignment.

~~13.07~~ c) The Employer may assign any employee to any vacancy on a temporary basis, including the period of time until the job posting has been completed, for a period not to exceed nine (9) months.

13.08

The Employer will provide to the Union Co-Chair of the UMC and Local Union Official, on or about January 1st, April 1st, July 1st and October 1st of each year, the names of each employee on an acting and temporary assignment(s) in the bargaining unit, the position title, the

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location, home base, rate of pay and the duration of the assignment.

13.09 Advertised Vacancies.

13.06 a) In filling advertised vacancies, the following factors shall be considered:

- i) skill, ability, qualifications and experience, which shall be the primary factors considered;
- ii) seniority.

Where the factors in (a) 13.09 a) (i) are relatively equal, seniority shall govern.

~~13.08~~ b) The Employer may decline to consider any applicant to a vacancy who has, within the prior twelve (12) month period successfully bid on a vacancy.

LOU #8 gets incorporated below and renumbered accordingly:

- ~~c) In considering candidates for the filling of advertised vacancies in accordance with Article 13, the Employer will consider employees' resumes, testing (if applicable), the results of interviews, employees' past work histories, written performance appraisals (Employee Performance Plans) and references, including those from the employees' current and former managers, if applicable. For greater clarity, the Employer confirms that the Behavioural Descriptive Interview process is not the sole method to determine the successful candidate. The Employer will undertake to check references of at least the candidates who scored first and second in the interview, and the candidate(s) with the greatest seniority if the candidate(s) did not score first or second.~~
- d) b) The Employer will advise all candidates in a job posting that material is available, through the Intranet, to assist candidates in effective interviewing techniques, and the Employer will encourage employees to make use of this material.
- e) The Employer will conduct a post-interview review with any unsuccessful candidate who requests one, and will explain to the employee the basis for the employee's rating. It is understood that anything said by either the Employer's representative or the employee at such review is not to be referred to in any grievance or arbitration proceedings.
- ~~d) The Employer is willing to discuss at the Union Management Committee, in accordance with Article 10.14, Any issues that either party wishes to raise regarding the process for filling advertised vacancies.~~

13.10

13.09 Promotions

- a) An employee receiving a promotion shall be placed on a step in the new classification such that he/she will receive at least a five percent (5%) increase in salary, provided that he/she shall not receive, in any case, an amount greater than the highest rate for the classification. It is understood that the term 'promotion' means assignment to a position within a classification having a higher maximum rate than the classification in which the employee was assigned

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immediately prior to the promotion.

- 13.10 b) Where an employee is promoted, a new anniversary date is established based upon the date of promotion.

13.11 to 13.13 SQ

13.14 – Current 27.13 relocated and renumbered

13.14 No Vacancy under Articles 15.09 (b) and 27.12

It is understood that where an employee is assigned to a position pursuant to Articles 15.09 (b) or 27.12, the provisions of Article 13 – Vacancies Promotions and Reassignments - shall not apply.

ARTICLE 14 - LAYOFF AND RECALL

- 14.01 a) Layoffs shall be carried out in reverse order of seniority within a classification and workplace location, provided that the senior employees have the skill, ability, qualifications and experience to fully perform the requirements of the work without training.

LOU#6 as amended is incorporated into Article 14.01:

b) If there are any temporary/acting employees at the designated location then:

(a) i) ~~In the event that layoffs become necessary at a workplace location, the Employer shall, in most cases, shall first terminate any temporary employees and then re-assign any acting employees currently residing in affected roles~~ at that location who are performing the same work as the regular employee who has been designated for layoff;

(b) ii) In exceptional cases, where it is necessary to retain temporary acting employees on a project or special basis for a defined period of time, the Employer shall discuss the matter at the Union-Management Committee and explain the circumstances.

Current articles 14.05.01 is renumbered 14.06 and the rest of the article it's renumbered accordingly – language remains SQ.

14.05.4

- 14.06** Where an employee, pursuant to 14.02, 14.03, or 14.04, displaces another employee in a classification having a lower maximum rate, the employee's former rate of pay shall be maintained for a period of three (3) months.

Note: Have sign-offs for renumbering 14.07-14.18 and 14.20

ARTICLE 16 - HOURS OF WORK

- 16.01 The normal work week for regular employees shall ordinarily consist of thirty-six and one quarter

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(36 ¼) hours per week.

Renumbering

16.02

16.01.4 It is understood that up to five (5) minutes at the commencement of the shift for an employee to log onto the Employer's computer system shall be considered to be time worked.

Renumbering required – language SQ

16.02 16.03 - SQ

16.03 16.04 - SQ

16.04 16.05 - SQ

16.06 Subject to 16.07, authorized work performed in excess of the hours in Appendix A in any week shall be compensated at time and one half the employee's current hourly rate of pay. of thirty-six and one-quarter (36 ¼) hours in any week shall be compensated as follows:

a) ~~for employees in classifications listed in Appendix A Salary Schedule, authorized work performed in excess of thirty-six and one-quarter (36 ¼) hours in any week shall be paid at time and one-half (1 ½) the employee's regular hourly rate;~~

b) ~~for all other employees, authorized work performed in excess of thirty-six and one-quarter (36 ¼) hours but equal to or less than forty and one-quarter (40 ¼) hours in any week shall be paid at the employee's straight time hourly rate, and authorized work performed in excess of forty and one-quarter (40 ¼) hours in any week shall be paid at time and one-half (1 ½) the employee's regular hourly rate.~~

~~16.06~~

16.07 Notwithstanding 16.06, with the approval of the Employer hours worked in excess of thirty-six and one-quarter (36 ¼) hours in any week may be compensated by time-off at the rate of one hour off for each hour worked, or one and one-half (1 ½) hours off for each hour worked, as appropriate, such time to be taken as such time and in such manner as the Employer may specify. The Employer may require that time-off that is not taken be paid.

16.07 16.08 - SQ

16.08 16.09 - SQ

16.09 16.10 - SQ

ARTICLE 17 - TRAVEL TIME

17.01 Subject to 17.02, it is understood that traveling to and from work at the commencement of or at the end of assigned work shall not be compensated by the Employer. It is understood that where an employee is utilizing a vehicle until the completion of his/her the employee's assigned work, this

will be considered to be the performance of work, and will be paid at the appropriate straight time or overtime rate. Travel by an employee on the Employer's business at other times, not during assigned working hours, shall not be considered work performed for the Employer and shall be compensated at the employee's regular hourly rate. **With the approval of the Employer, the employee may choose to bank the time and take it as lieu time.**

17.02 to 17.03 SQ

17.04 If an employee is authorized to use ~~his/her~~ **the employee's** own automobile on the Employer's business, the Employer shall pay ~~thirty-eight (38¢)~~ **the Canada Revenue Agency per kilometer rate as of January 1st of each year** per kilometer. In circumstances governed by 17.02, these rates shall be paid for the distance as described in 17.02 (c).

ARTICLE 18 - EMERGENCY CALL IN

18.01 Where an employee has completed ~~his/her~~ **the employee's** regularly scheduled shift and is subsequently called back to work prior to the starting time of ~~his/her~~ **the employee's** next scheduled shift ~~he/she~~ **the employee** shall be paid a minimum of four (4) hours' pay at one and one-half (1½) times ~~his/her~~ **the employee's** basic hourly rate.

Heading change only

ARTICLE 23 - LEAVES OF ABSENCES PREGNANCY AND PARENTAL LEAVE

23.20 - Insert current language from 27.04

27.04 Leaves of Absence

Leaves of absence with or without pay may be granted at the discretion of the Employer, subject to operational requirements, except for Family Medical Leave as prescribed under Article 23.18

ARTICLE 24 - DESIGNATED HOLIDAYS

24.01 Employees shall be entitled to the following holidays with pay:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Two (2) floating holidays for each employee to be scheduled by the Employer. The Employer will take into account employee preferences subject to operational requirements.

Employees shall not be required to work the last regular working half day before December 25th and January 1st, and shall suffer no loss of regular pay or credits for such half days.

**Effective January 1, 2017, the preceding two (2) paragraphs above shall be replaced with:
The Employer will be closed between noon on December 24 and New Year's Day.
The time period will include Christmas Day, Boxing day and New Year's Day holidays and
the employees shall suffer no loss of regular pay or credits during this time.**

24.02 SQ

24.03 If an employee is required to work a shift on a public holiday or Year End Shutdown as defined in 24.01, he/she **the employee** will be paid at double his/her **the employee's** regular hourly rate and in addition, shall receive a day off with pay at a time agreed upon, or in default of agreement, as scheduled by the Employer.

ARTICLE 26 - INSURED BENEFITS

Health Benefits Plan:

- a) paramedical coverage for an **Ontario Licensed** chiropractor, osteopath, chiropodist, podiatrist, naturopath, speech therapist, masseur, physiotherapist and **acupuncturist** to an annual maximum of twelve hundred dollars (\$1,200)-per practitioner.

Vision and Hearing Care Plan

- 26.05 During the term of this Agreement, the Employer shall pay one hundred percent (100%) of the premiums for the vision and hearing care plan, subject to eligibility requirements and terms and conditions of the Plan.
- a) coverage for prescription eyewear of four hundred dollars (\$400) over a two (2) year period, including the cost of one eye examination within the two (2) year period. **The four hundred dollars (\$400) over a two (2) year period can be allocated towards laser eye surgery.**
 - b) ~~seven hundred and fifty dollars (\$750)~~ **one thousand dollars (\$1000)** per person over a three year period for hearing aids.

Dental Care Plan

26.06 During the term of this Agreement, the Employer shall pay one hundred percent (100%) of the premiums for the current Dental Care Plan which generally provides as follows:

- a) SQ
- b) major restoration at sixty percent (60%) of costs, to a maximum of \$2,500 per calendar year,

- including, but not limited to crowns, bridges and dental implants;
- c) SQ
 - d) SQ

Coverage is subject to the eligibility requirements and terms and conditions of the Plan.

Short-Term Sickness Plan

- 26.12 Employees shall not suffer any loss of regular pay for up to six (6) days in a calendar year when an employee is absent due to illness and would be otherwise scheduled to work. Employees shall be reimbursed for seventy-five percent (75%) of regular pay for up to an additional one hundred and twenty-four (124) days in a calendar year. Employees may choose to have one-quarter ($\frac{1}{4}$) day deducted from vacation credits, if any, to top up sick leave from seventy-five percent (75%) to one hundred percent (100%) of regular pay. Payments under this provision are subject to such medical evidence, if any, as the Employer may require. When the Employer requests an employee to provide a sick note and/or medical information from a qualified physician it shall reimburse, with receipts, up to ~~ten~~ **twenty** dollars (\$20), per document.
- a) The Employer pays the full salary for up to six (6) calendar days of illness in a calendar year. Unused days do not carry forward.
 - b) To j) SQ
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ARTICLE 27 - GENERAL

27.01 Performance Appraisal

An All employee is ~~are~~ entitled to receive a copy of his/~~her~~ **their** written performance appraisal.

27.02 Personnel File

An employee may examine his/~~her~~ **their** personnel file, or may authorize, in writing, another person to examine the file. Such examination shall be during normal business hours and shall be on the employee's own time, and where another person is authorized to examine the file, and that other person is an employee, it shall be on that person's own time.

Move 27.03 as amended to 30.06

27.03 Copy of Job Description

Upon request, an employee shall be entitled to a copy of his/~~her~~ **their** job description.

ARTICLE 29- WAGES

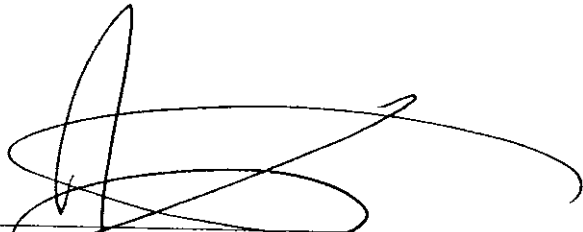
29.05 The Employer may start newly hired employees above the first step in any classification, where it can be demonstrated that the candidate has obtained the relevant experience from another organization and/or the need to do so is the result of securing a qualified candidate. In these exceptional cases, the employer will notify the Union Management committee Co-

Chair and local union representatives in writing, as soon as practical, including the name, position and rate of pay.

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30.01 This Agreement shall continue in effect until the 31st day of December, 2018~~5~~ and shall automatically continue in effect thereafter for annual periods of one (1) year unless either party notifies the other in writing not less than sixty (60) days and not more than ninety (90) days prior to the expiration date, of its desire to amend or terminate the Agreement.

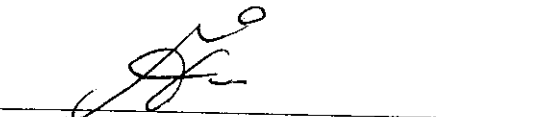
The parties agree to change the language as described above



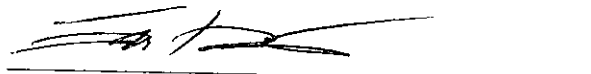
For the Union



For the Employer



For the Union



For the Employer

Date June 17, 2016

Date 17 JUN - 2016



MUNICIPAL PROPERTY ASSESSMENT CORPORATION

June 16, 2016

Mirla G. Alvarado Fenn
OPSEU Negotiator
100 Lesmill Road
Toronto, Ontario
M3B 3P8

Dear Mirla,

I am writing to confirm that if the OPS and OPSEU decide that they are going to address the issue of the funding or the provision of post-retirement benefits after age 65 in a manner that is different than the way in which MPAC and OPSEU addressed it in LOU #2 (b) then the parties shall meet within 60 days and discuss the difference.

Yours truly,

Don Leblond
Vice President & Chief Strategy Officer
Governance & Strategy

For the employer.

For the Union
June 17, 2016

LETTER OF UNDERSTANDING #1

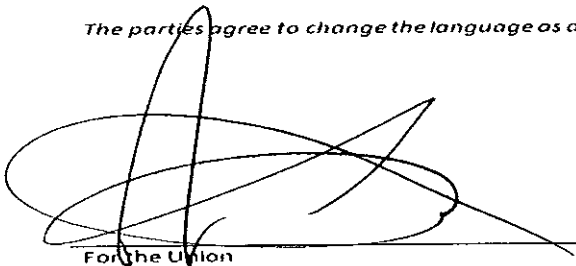
Replace Letter of Understanding #1 with:

RE: Special compensation entitlement on termination

This will confirm that full-time employees who accepted employment with MPAC at the time of the transfer, December 31, 1998, or who accepted positions with MPAC as a result of job postings for approximately "29 Corporate Services positions" posted on or before December 31, 1999 will receive a special compensation entitlement on ~~termination or death~~ equal to one (1) week per year of combined service with OPS and MPAC to a maximum of twenty-six (26) weeks ending January 1, 2016 less one (1) week per year of OPS service for which termination or severance pay had been paid at the time of the transfer, multiplied by the MPAC salary ~~at the time of the employees termination~~ as of January 1, 2016. This includes any severance pay under the Employment Standards Act. The payment of this money shall satisfy MPAC's obligations pursuant to LOU#1 notwithstanding the fact that the eligible employees have not died or been terminated. The money shall be paid out pursuant to the options in the Memorandum of Settlement dated June 17, 2016.

This entitlement also applies to full-time Ministry of Finance employees who were on long-term disability prior to December 31, 1998 who have returned to work and commenced full-time employment with MPAC in the bargaining unit on or before December 31, 1999 or who were able to return to work on or before December 31, 1999 under a medically-approved rehabilitation program which will lead to full-time employment shortly thereafter.

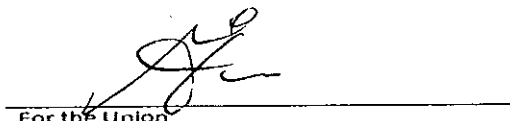
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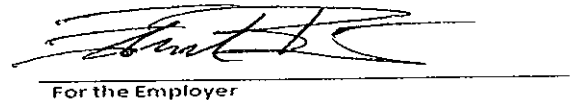
For the Union



For the Employer



For the Union
Date June 17, 2016



For the Employer
Date 17-JUN-2016

LETTER OF UNDERSTANDING #2

Change (b) from:

- (b) For employees with less than ten (10) years service with OPS Pension Plans, the Employer has arranged a lifetime coverage upon retirement from MPAC, for basic life insurance, supplementary health and hospital insurance, vision and hearing care, and the dental plan. Such coverage and premium sharing arrangements shall be in accordance with the current Collective Agreement as amended from time to time. For greater certainty, the benefits shall change as the Collective Agreement is modified in the future.

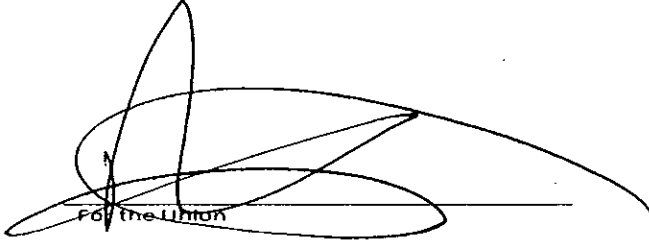
To b(i)(ii):

- (b)(i) For employees with less than ten (10) years service with OPS Pension Plans, who retire prior to January 1, 2018, the Employer has arranged a lifetime coverage upon retirement from MPAC, for basic life insurance, supplementary health and hospital insurance, vision and hearing care, and the dental plan. Such coverage and premium sharing arrangements shall be in accordance with the current Collective Agreement as amended from time to time. For greater certainty, the benefits shall change as the Collective Agreement is modified in the future. For the purposes of this paragraph, "retirement from MPAC" means the month in which the employee starts to receive regular pension payments from an OPS Pension Plan and/or OMERS.
- (b)(ii) For employees with less than ten (10) years service with OPS Pension Plans, who retire on or after January 1, 2018, the Employer has arranged a lifetime coverage upon retirement from MPAC, for basic life insurance, supplementary health and hospital insurance, vision and hearing care, and the dental plan. Such coverage and premium sharing arrangements shall be in accordance with the current Collective Agreement as amended from time to time. For greater certainty, the benefits shall change as the Collective Agreement is modified in the future. The individual retirees who are in receipt of this benefit pursuant to this paragraph (whether individual or family coverage) shall contribute 50 percent of the total cost to fund this coverage. That cost shall be calculated by pooling costs of all employees and retirees who are in receipt of this coverage. For the purposes of this paragraph, "retirement from MPAC" means the month in which the employee starts to receive regular pension payments from an OPS Pension Plan and/or OMERS.

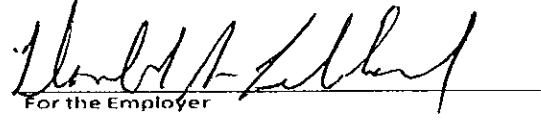
Eligibility for this benefit shall be conditional on the individual employee paying the above monies in advance on a monthly basis to the Employer. Failure to make such payments, without a reasonable explanation, shall result in the forfeiture of the employee's eligibility to receive all future entitlements.

LETTER OF UNDERSTANDING #2 (continued)

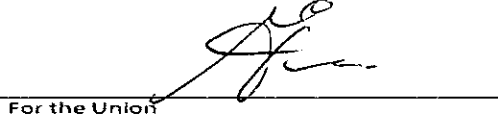
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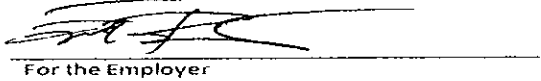
For the Union



For the Employer



For the Union



For the Employer

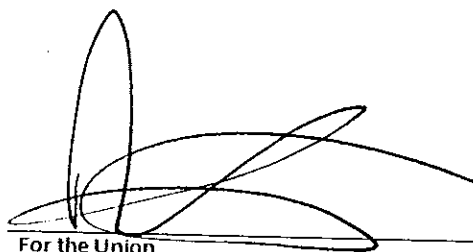
Date June 17, 2016

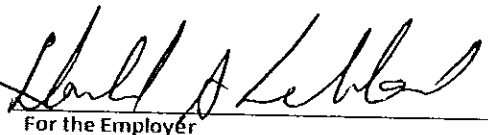
Date 17 JUN 2016

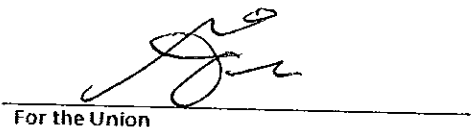
LETTER OF UNDERSTANDING X

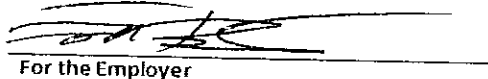
Any employee who retires with an actuarially unreduced OMERS pension between January 1, 2018 and December 31, 2020 and who is entitled to receive post-retirement benefits pursuant to LOU #2 (b) shall receive a lump sum payment, less deductions required by law, of an amount equal to three years of employee contributions for this coverage at the family or individual coverage rate, payable within thirty (30) days following the date that the retired employee has provided evidence of the commencement of the employee's unreduced OMERS pension.

The parties agree to change the language as described above


For the Union


For the Employer


For the Union


For the Employer

Date JUNE 17, 2016

Date 17-JUN-2016

LETTER OF UNDERSTANDING X

1. Certificate Accreditation

By January 1, 2022, all employees in the Property Valuation Specialist position must have achieved and maintained accreditation and be in good standing with regard to one of the five (5) certificates below.

- Accredited Appraiser Canadian Institute (AACI) from the Appraisal Institute of Canada (AIC);
- Member Institute of Municipal Assessor (MIMA) from the Institute of Municipal Assessors (IMA);
- Certified Assessment Evaluator (CAE) from the International Association of Assessing Officers (IAAO); or
- Member of the Royal Institution of Chartered Surveyors/Fellow of the Royal Institution of Chartered Surveyors (MRICS/FRICS) from Royal Institution of Chartered Surveyors (RICS).

2. Yearly Accreditation Reimbursement and Incentive

Effective December 1 of each year, the Employer shall pay one thousand dollars (\$1,000), less deductions required by law, to those employees who are in the Property Valuation Specialist position and are in good standing and in possession of one or more of the five (5) certificates mentioned above.

In addition, on December 1st of each year, the Employer shall pay five hundred dollars (\$500) less deductions required by law to those employees in any other position who are in good standing and in possession of one of more of the above certificates of accreditation.

3. Accreditation Study time

The Learning and Developing Policy as amended in the Memorandum of Settlement shall continue to apply.

Membership Fees

On December 1 of each year and upon production of an appropriate receipt, the Employer shall reimburse any employee for one hundred percent (100%) of the single most expensive annual membership fee, to a maximum of \$1200.00 per year, that the employee has paid in the past year to maintain one of the five (5) above-mentioned certificates of accreditation.

On December 1 of each year and upon production of an appropriate receipt, the Employer shall reimburse any employee, who has not received reimbursement for a membership fee pursuant to the above paragraph, for fifty percent (50%) of the single most expensive annual membership fee, to a maximum of \$600.00 per year, that the employee has paid in the past year to maintain an Associate Member Institute of Municipal Assessors (AIMA), Residential Evaluation Specialist (RES) or a Canadian Residential Appraiser (CRA) certificate of accreditation.

4. Reclassification

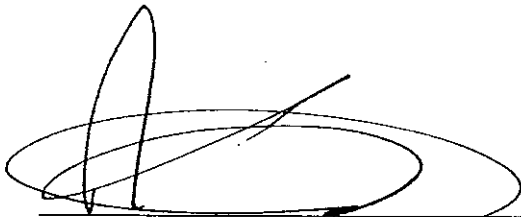
Failure to achieve this status by this time will result in the employee being reclassified as a Property Valuation Analyst.

Any employee who is currently a Property Valuation Specialist and is not able to be accredited by January 1, 2022 shall discuss the circumstances with their supervisor no later than January 1, 2020.

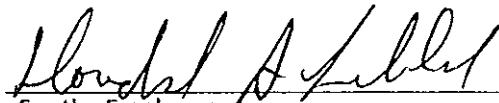
The parties will agree prior to January 1, 2021 to meet and review the situations where the individual is not able to become accredited.

Each situation will be reviewed on a case by case basis and the parties will assess and determine the best remedy or action to be taken including but not limited to the possible determination of a different wage rate to be paid to these persons.


The parties agree to change the language as described above



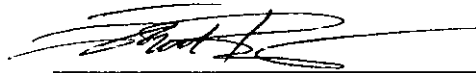
For the Union



For the Employer



For the Union
Date June 17, 2016



For the Employer
Date 17 - JUN - 2016