

MEMORANDUM OF AGREEMENT

AGREEMENT made this 17th day of July 2007

BETWEEN:

THE MINISTRY OF THE ENVIRONMENT
(Hereinafter called "The Ministry")

AND

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(Hereinafter called "The Union")

PREAMBLE:

The purpose of this Agreement and the Employee Relations Committees are to foster:

- a) satisfactory working conditions and terms of employment for all employees who are subject to this Agreement, within the terms and provisions of the Collective Agreements;
- b) effective and productive communication between the parties and the promotion of constructive and harmonious relations;
- c) the parties' recognition that employees are the most valuable resource and that the effective utilization of employees is vital to the work of the Ministry;
- d) and enhance the generic Terms of Reference of Appendix 29 of the Central Collective Agreement.

Article 1 – Unit Covered:

- 1.1 This Agreement covers all employees in the Ministry of the Environment who are in the "Bargaining Unit" as defined in Article 1-Recognition of the Collective Agreement with respect to the Central and Unified Working Conditions, Employee Benefits and salaries between Management Board of Cabinet and Ontario Public Service Employees Union. (hereinafter called "The Collective Agreements")

Article 2 – Authority

- 2.1 The authority for this agreement is derived from Article 16, (Local and Ministry Negotiations) of the Central Collective Agreement.
- 2.2 Where, as a result of negotiations under this agreement, an accord is reached on any matter of continuing significance, such accord may be reduced to writing in a Minute of Understanding.

Article 3 – Function

- 3.1 The function of the Committees set out below is to facilitate negotiations and discussion of matters of interest to the Ministry and/or to employees who are within the aforementioned Bargaining Unit within the Ministry within the scope permitted by the Central Collective Agreement, Article 16 and the Crown Employees Collective Bargaining Act.

Article 4 – Ministry Employee Relations Committee

- 4.1 The Deputy Minister will nominate one (1) official of the Ministry to represent the Ministry, and that official may nominate four (4) others to assist him/her. The Union will nominate four (4) union members who are employees of the Ministry plus a Staff Representative of the Union.
- 4.2 Notwithstanding Article 4.1 above, either party may invite one or more persons to provide expertise and advice on specific items, or as an observer or trainee, provided prior agreement of the other party is secured. Such requests shall not be unreasonably denied.
- 4.3 Meetings of the Ministry Employee Relations Committee shall be held not less than four (4) times per year, unless otherwise agreed in writing and may be held every two months, at the request of either party, with notification of agenda items at least two (2) weeks in advance.
- 4.4 Notwithstanding 4.3 above, either party to the Agreement may formally request that a special meeting of the Ministry Employee Relations Committee be held and, provided that both parties' Co-Chairs concur, the meeting shall be convened within fourteen (14) days of the formal request unless otherwise agreed to.
- 4.5 An agenda at the Ministry level may include, at the request of either party, suitable items within the scope of Article 16- Local and Ministry Negotiations, the Collective Agreement and CECBA and/or the Ontario Labour Relations Act as amended for discussion or negotiation that are ministry wide in scope or, that have not been, or cannot be resolved at the local level, provided every reasonable effort has been made to first seek resolution at the local level. Matters which are not resolved at the Ministry ERC may be forwarded pursuant to Article 16.3 of the Central Collective Agreement (*dated January 1, 2005 to December 31, 2008*).
- 4.6 With mutual consent, additional items may be added prior to or at the meeting and consent will not be unreasonably withheld.
- 4.7 Both parties agree to provide the MERC with mutually agreed upon resources and support necessary to ensure that the Committee's purpose and function, including consultation and communication with employees, can be satisfactorily accomplished. The Union to resource and undertake its own communication with its official agents and/or representatives.

- 4.8 Travel and other expenses incurred by the Union members of the MERC shall be paid by the Union.

Article 5 – Local Employee Relations Committees (LERC)

- 5.1 The parties agree to the continuation of Local Employee Relations Committees at the following locations or work units unless otherwise specified in subsequent sections:
- i) 125 Resources Road, Toronto. As the Dorset offices are part of the EMRB the employees/local union at the Dorset location can elect to either have their interests represented at the LERC at Resources Road by a union representative from the Resources Road local or they may elect one representative who shall participate by teleconference in the LERC meetings at Resources Road.
 - ii) Investigations and Enforcement Branch (province wide)
 - iii) Any LERC at the regional offices only that have been in operation for at least one year prior to the signing of this agreement.
- 5.2 The parties agree to the establishment of LERC for the following location(s) or work unit(s):
- i) One LERC to cover all buildings/offices in the St. Clair Avenue West Corridor in accordance with the terms under Article 5 of this agreement.
 - ii) Sector Compliance Branch
- 5.3 These Committees will consist of the following representatives:
- i. On the management side –will consist of three (3) Ministry management appointees as determined by the Senior Manager. A Human Resources representative may attend to assist the designated management representatives.
 - ii. On the Union side – composition of the Local ERC will consist of three (3) bargaining unit persons, as determined by the Union, who are employed by the Ministry at the respective local level. A member of OPSEU staff may attend to assist the Union team.
 - iii. The number of representatives may exceed the above specified numbers upon mutual agreement.
- 5.4 Notwithstanding Article 5.1 above, either party may invite one or more persons to provide expertise and advice on specific items, or as an observer or trainee, provided prior agreement of the other party is secured. Such requests shall not be unreasonably denied.

- 5.5 Meetings shall be held not less than four (4) times per year unless otherwise agreed in writing and may be held every two months, at the request of either party, with notification of agenda items at least two (2) weeks in advance.
- 5.6 The minutes of all LERC meetings will be forwarded to the LERC members. Matters which cannot be resolved, after all reasonable efforts have been exhausted at the local level, may be referred to the Ministry level at the request of either party. Notwithstanding the foregoing, when a matter is being referred to the Ministry level, the Co-Chair referring the matter shall advise the other Co-Chair in writing of the referral and the matter being referred.
- 5.7.1 The MERC will respond within a reasonable period of time of the status or disposition of the unresolved issue.

Article 6 - Regional Employee Relations Committees

- 6.1 Regional based committees shall be established for the following and shall replace any district and/or area office Employee Relations Committee(s) and regional office level unless otherwise specified:
- i. Northern
 - ii. South West
 - iii. West Central
 - iv. Central
 - v. Eastern
- 6.2 It is understood that these committees shall represent employees in Operations Division, Drinking Water Management Division and any other Division that may be established after the signing of this agreement in those regional office structures.
- 6.3 These committees shall consist of the following representatives:
- i) On the Management side- no less than three (3) Ministry management appointees as determined by the Senior Managers. A Human Resources representative may attend to assist the designated managers.
 - ii) On the Union side - composition of the Regional ERC will consist of one representative from each local (district and area office). It is understood that if a division has an office in proximity to these and in the same union local it is deemed for this agreement to be part of the district or area office. At no time shall the number of representatives exceed the number of district and area offices in the region
 - iii) Where a local ERC(LERC) at the regional office has been in operation for at least one year prior to the signing of this agreement the parties may continue with this committee.
 - iv) It is agreed that any existing regional office ERC, as described in Article 5.1(iii) of this agreement, can be terminated by local agreement and folded into the Regional ERC. In such a situation the regional office shall be

represented by one employee within the OPSEU bargaining unit as determined by the local union.

- 6.4 Meetings shall be held not less than four (4) times per year unless otherwise agreed in writing and may be held every two (2) months at the request of either party, with notification of agenda items at least two weeks in advance. These meetings shall be conducted via teleconference; however, one meeting per year shall be a face to face meeting. Management will pay for reasonable travel and related expenses incurred by the Union members for a face to face meeting.
- 6.5 The "face to face meetings" shall, wherever possible, be tied to regional level meetings, conferences or similar activity to reduce the expenses being borne by the ministry for the union members of the RERC.
- 6.6 The minutes of all RERC meetings will be forwarded to the RERC members. Matters which cannot be resolved, after all reasonable efforts have been exhausted at the Regional level, may be referred to the Ministry level at the request of either party. Notwithstanding the foregoing, when a matter is being referred to the Ministry level, the Co-Chair referring the matter shall advise the other Co-Chair in writing of the referral and the matter being referred.
- 6.7 The MERC will respond within a reasonable period of time on the status or disposition of the issue.

Article 7 – Minutes of Employee Relations Committee Meetings

- 7.1 One set of minutes signed by both parties will be produced for each committee meeting within ten (10) working days of each meeting. The minutes will accurately describe those matters discussed and/or decided and approved by the committee. Where a matter has been deferred, the minutes shall show which party is responsible for follow-up. Minutes of the LERC/MERC will be posted in a conspicuous location for review by both Union and management.

Article 8 – Time Off Work to Attend Employee Relations Committee Meetings at the Ministry, Local and Regional Level

- 8.1 Leave of absence with no loss of pay and with no loss of credits shall be granted to permit attendance of Union representatives at Committee meetings.
- 8.2 Reasonable time for travel shall be granted if required with no loss of pay and with no loss credits to permit attendance of Union representatives at Committee meetings.
- 8.3 Union members of the RERCs and LERCs shall be granted a maximum of two (2) hours time off without loss of pay or credits on the day of a RERC or LERC meeting to attend union caucus sessions immediately prior to the meeting.
- 8.4 The Union committee member will notify his/her supervisor at least ten (10) days

in advance of the committee meeting of the need for a leave of absence giving the date, time and place of the meeting. The Union Committee member will provide his/her supervisor with the schedule of meetings as soon as a schedule is established and of any subsequent changes.

- 8.5 Leave of absence without pay but no loss of credits shall be granted to the Union Ministry Level Committee members to attend the caucus for their yearly Union Divisional meeting to which these elected members are accountable.
- 8.6 Union members of the committees under this agreement shall be released from duty unless such leave unduly interferes with the requirements of the Employer. This release shall not be unreasonably denied.

Article 9 – Exclusions from the Agenda

It is agreed that the following items shall not be the subject of an agreement or Minute of Understanding:

- a) Any matters specified in Section 4 of the Public Service Act (R.S.O. 1990, Chapter P.47) and which are directly controlled by the Civil Service Commission;
- b) Any matter which may involve amendments to legislation or regulations, or which may lead to the amendment or withdrawal of any directives of service-wide application.
- c) Any matter of Ontario Public Service-wide concern (which includes items within the authority of the Deputy Minister and which may not require Central Agency [Civil Service Commission, Management Board of Cabinet, Management Board Secretariat, etc.] approval);
- d) Any matter which requires Central Agency approval;
- e) Any matters in the Central Collective Agreement, or a Bargaining Unit Collective Agreement with respect to working conditions and salaries except where expressly provided for in the applicable Collective Agreement;
- f) Any matter which might more properly be the subject of an individual grievance, or is in the grievance process;
- g) At the local or regional level any matter which is of Ministry wide application may be discussed but shall not form the subject of any local Minute of Understanding;
- h) At the Ministry Employee Relations Committee, any matter which is of local or regional concern or application where such matter has not first been reviewed and referred by the relevant Local or Regional Employee Relations Committee;

- i) Any matters which restrict Management's right to determine shift scheduling and the amount of hours of overtime required, although the Union or its representatives appointed under this agreement may negotiate with the Ministry or its representatives appointed under this agreement, the fair and equitable distribution of overtime and shifts, having regard for work schedules to be met, particular skills required and operational requirements.

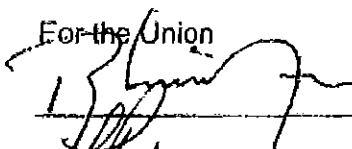
Article 10 - General

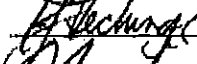
- 10.1 This memorandum of Agreement and any Minutes of Understanding as referenced in Article 2.2 shall be given effect by the signature of responsible officials of both parties, but no agreement shall be binding upon the Union without approval by the President of the Ontario Public Service Employees Union or his/her designee, and no agreement shall be binding on the Ministry without the approval by the Deputy Minister or his/her designee.
- 10.2 All agreements and understandings negotiated and approved in accordance with Article 9.1 of this agreement are not subject to the grievance procedure of the Working Conditions Agreement.

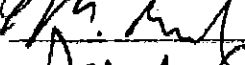
Article 11 - Term of Agreement


- 11.1 The term of this agreement shall be one (1) year from the date of signing and it shall be renewed automatically thereafter for periods of one (1) year unless either party gives notice of its desire to renegotiate the terms of the agreement at least two (2) months prior to the end of any one (1) year term. It is further understood that the current Agreement will remain in force and effect until a new agreement is entered into.
- 11.2 Either party can terminate this agreement and follow the generic agreement in Appendix 29 of the Central Collective Agreement with sixty days (60) written notice to the other party.
- 11.3 This Memorandum of Agreement supersedes the Memorandum of Agreement dated February 3, 1994 between the (former) Ministry of Environment and Energy and the Ontario Public Service Employees Union including all appendices, references and attachments that related to the Social Contract.

For the Union









For the Employer

