

**MEMORANDUM OF AGREEMENT
("Agreement")**

Between

**The Crown in Right of Ontario
As represented by the Treasury Board Secretariat
("Employer")**

and

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

WHEREAS the Province of Ontario declared a state of emergency on March 17, 2020 pursuant to section 7.0.1 of the *Emergency Management and Civil Protection Act* and the state of emergency has been extended pursuant to section 7.0.7 of the Act in response to the COVID-19 pandemic;

AND WHEREAS, the Parties have a mutual interest to provide the Employer with increased staffing flexibility to address critical operational needs during the COVID-19 pandemic;

AND WHEREAS, the Employer has an interest in leveraging the specialized skills of former OPSEU-represented employees who have recently left the Ontario Public Service (OPS) under the Transition Exit Initiative (TEI);

AND WHEREAS, for those former OPSEU-represented employees who express a willingness to be re-employed on a voluntary basis under these circumstances, the Parties wish to make these arrangements while minimizing any financial penalties associated with being re-employed to perform duties related to the COVID-19 pandemic;

THEREFORE, the Parties agree, without precedent or prejudice, to the following terms and conditions:

1. Former OPSEU-represented employees who exited the OPS under the TEI provisions may be temporarily re-employed with the provisions of this Agreement if they are re-employed to an OPS position that supports services that have been defined by the Employer to be critical during the COVID-19 pandemic.
2. For clarity, this Agreement does not apply to any employees who are re-employed to a position that does not support critical services during the COVID-19 pandemic, or who were re-employed prior to the execution of this Agreement.
3. If a former OPSEU-represented employee is re-employed pursuant to the provisions of paragraph 1 above and the provisions of paragraph 6 of Appendix 46 of the OPSEU Unified and Corrections Agreements would require repayment of a lump sum, the requirement to repay the lump sum will be temporarily waived with regard to the period of re-employment associated with the response to the COVID-19 pandemic from the date that this Agreement

is signed until July 31, 2020. This temporary waiver will only be in effect until July 31, 2020 and the requirement to repay the lump sum will resume in effect after July 31, 2020.

4. Former OPSEU-represented employees who are re-employed pursuant to the provisions of paragraph 1 shall be re-employed as fixed term employees and shall be paid at a rate within the salary range of the classification of the position to which they have been assigned.
5. Subject to paragraph 3 of the Agreement, the terms and conditions of the respective OPSEU Collective Agreement will apply to the former OPSEU-represented employees who are re-employed pursuant to the provisions of paragraph 1, with the exception of Article 31A.12.1 (Termination of Employment) and Article 31A.15 (Conversion of Fixed-Term Positions in the Regular Service).
6. For former OPSEU-represented employees who have terminated their employment or who have exited the OPS under the TEI and are currently in receipt of salary continuance and who are subsequently re-employed pursuant to paragraph 1, they will continue to receive any salary continuance that they are entitled to and all pay earned during the period of re-employment shall be paid to them in the form of a lump sum payment following the completion of the period of salary continuance. Former OPSEU-represented employees who continue to be in receipt of salary continuance shall only be entitled to benefits under Appendix 46 of the OPSEU Unified and Corrections Collective Agreements.
7. The Parties agree that the employment contracts of any former OPSEU-represented employees re-employed pursuant to the provisions of paragraph 1 above may be terminated at any time and for any reason with forty-eight (48) hours' notice and the Parties agree that such decision to terminate or not renew a contract is not reviewable by an arbitrator and cannot be made the subject of a grievance, claim, or action of any kind.
8. This Agreement is effective immediately as of the date that it is signed and will continue to be in effect until July 31, 2020. For clarity, once this Agreement is terminated on July 31, 2020, the TEI repayment requirements outlined in paragraph 6 of Appendix 46 of the OPSEU Unified and Corrections Collective Agreements shall be reinstated and take effect immediately for the former OPSEU-represented employees who were re-employed pursuant to the provisions of paragraph 1.
9. With respect to any re-employment and work assignment decisions made under this Agreement, the Employer maintains its management rights in accordance with Article 2 of the respective OPSEU Collective Agreement.
10. Subject to paragraph 7 of this Agreement, the Parties will discuss disputes arising from this Agreement at either the CERC or BMERC file review meeting for an expedited resolution of any grievances. Any unresolved disputes concerning the interpretation or application of this Agreement may be addressed through grievances in accordance with the respective OPSEU Collective Agreement.
11. Paragraph 10 of this Agreement shall survive the termination of this Agreement.

