

MEMORANDUM OF AGREEMENT

(“MOA”)

BETWEEN:

The Crown in Right of Ontario
(as represented by Treasury Board Secretariat)
“Employer”

AND

**Ontario Public Service Employees Union/Syndicat des employés de la fonction
publique de l'Ontario**
“OPSEU/SEFPO”
On behalf of the
OPS Unified Bargaining Unit

Herein after referred to as the “Parties”

WHEREAS during the recent round of collective bargaining, OPSEU/SEFPO Unified identified several classifications in the Unified bargaining unit that in their view warranted exceptional consideration in the form of special wage adjustments;

AND WHEREAS an award was issued by Arbitrator Gerry Lee on January 21, 2024 which, among other things, awarded special wage adjustments to certain classifications in certain ministries in the Unified bargaining unit (the **“Award”**);

AND WHEREAS the Parties desire to establish a process to engage in further discussions on special wage adjustments for the outstanding classifications proposed by OPSEU/SEFPO that were not addressed in the Award;

AND WHEREAS the Parties have settled in a full and final way any and all issues and claims as it pertains to the OPS Unified Bargaining Unit arising from the OPSEU/SEFPO application in Court File No CV-20-00638156-0000 (the **“Application”**);

NOW THEREFORE, the Parties agree to the following on a without prejudice and without precedent basis, including in respect of any matter relating to or arising from the Application:

1. The process to address the outstanding classifications for which OPSEU/SEFPO seeks special wage adjustments is set out below in three (3) phases:
 - a) Phase 1 – The Parties will establish a joint committee, with equal representation from both the Employer and OPSEU/SEFPO, within sixty

(60) days from the date of signing of this MOA. This will be considered a duty assignment, including caucus time as necessary.

- b) The Parties will meet and review the outstanding classifications proposed by OPSEU/SEFPO during the most recent round of collective bargaining or such additional classifications agreed to by the Parties.

OPSEU/SEFPO will make a written submission for review and consideration by the committee. The committee will review such submissions using the following criteria: (1) retention and recruitment issues related to compensation; (2) a comparison between the employees and other comparable employees in the public sector if there are no comparators within the public sector, other comparators can be used; and (3) the economic situation in Ontario.

The Employer will issue its response to OPSEU/SEFPO submissions in writing. Should OPSEU/SEFPO disagree with the Employer's response and/or the Parties reach an impasse at the committee level on any of the classifications, either OPSEU/SEFPO or the Employer may refer the matter to Phase 2.

- c) Phase 2 – The Parties will agree to jointly appoint and share the cost of a third-party mediator to assist them in facilitating a final outcome. The mediator shall issue a report of non-binding recommendations to the Parties. If the Parties are unable to reach a final outcome at Phase 2, either OPSEU/SEFPO or the Employer may refer the matter to Phase 3.
- d) Phase 3 – The Parties will agree to jointly appoint and share the cost of an arbitrator. The Parties agree to prepare and deliver concise written interest arbitration submissions within the criteria noted in paragraph 1 (a) and the arbitrator will issue a binding interest arbitration award. If the parties are not able to agree to an Arbitrator, then Arbitrator Gerry Lee will appoint an Arbitrator.


2. The Parties agree that Phases 1-3 will be completed by December 31, 2024 or an alternate date as agreed to by the Parties.
3. The Parties agree that this signed MOA constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes any and all prior oral or written agreements, arrangements or understandings between them.
4. The Parties agree that Arbitrator Gerry Lee shall remain seized with the interpretation and administration of this Memorandum of Agreement.
5. The Parties agree that this MOA will be executed electronically and in counterpart.

Dated at Toronto this 21st day of January 2024.

For OPSEU/SEFPO:

For the Employer:

DocuSigned by:



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Coleen Houlder (Chair)

DocuSigned by:



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Steven MacKay

DocuSigned by:



351BCC8D0C2B4BD...

Amanda Usher (Vice-Chair)

DocuSigned by:



EF69DC2CCA7D437...

Minerva Papsin

DocuSigned by:



D28BD62B391B478...

Michele Morrison

DocuSigned by:



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Shenouka Dissanyake

DocuSigned by:



2E4AF6342113488...

Grace Grieve

DocuSigned by:



865D8B96B37B4E5...

Lisa Rawlings

DocuSigned by:



E028E45F7F394E6...

Chris Eckert

DocuSigned by:

Leslie Aiston

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DocuSigned by:

Chris Draxl

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Chris Draxl

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Daryl O'Grady

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DocuSigned by:

Joe Labaki

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Joe Labaki

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Holly Sullivan

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Holly Sullivan

DocuSigned by:

Shawn Burr

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DocuSigned by:

Kevin Sprague

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Len Elliott

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Glenna Caldwell

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