

**MEMORANDUM OF SETTLEMENT**  
of all outstanding matters in dispute  
**(Unified Bargaining Unit Collective Agreement)**

Between:

**The Crown in Right of Ontario**  
as represented by Management Board of Cabinet

("the Employer")

- and -

**Ontario Public Service Employees Union**

("the Union")

1. The parties agree, subject to ratification by both parties, to the terms and conditions of the Unified Bargaining Unit Collective Agreement as amended by the following agreed to items. Ratification by both parties shall be deemed to have occurred on the latest date on which ratification occurs by the employees in the bargaining unit and by Cabinet.
2. The renewal of the Unified Bargaining Unit Collective Agreement shall be effective on the date of ratification by both parties and shall expire on the 31<sup>st</sup> day of December 2012.
3. Except as provided otherwise in the terms of the Memorandum of Settlement, any adjustments to the wage rates shall be paid for all hours worked retroactive to January 1, 2009. Retroactive adjustments shall be paid no later than 90 days from the date of ratification by both parties, with the exception of Special Adjustments, which shall be paid no later than 120 days from the date of ratification by both parties.
4. Except as provided otherwise in the terms of the Memorandum of Settlement, any changes to benefits shall be effective on the first day of the month following the month in which ratification by both parties occurs.
5. Except as provided otherwise in the terms of the Memorandum of Settlement, all other changes to the most recently expired Unified Bargaining Unit Collective Agreement shall be effective on the date of ratification by both parties.
6. The renewal Unified Bargaining Unit Collective Agreement shall be in the form of the most recently expired Unified Bargaining Unit Collective Agreement, as amended by the attached. It is understood that some



## APPENDIX A

### AMENDMENTS TO UNIFIED COLLECTIVE AGREEMENT

#### 1. SALARY and TERM OF AGREEMENT

Amend Article UN 16 as follows. Delete Appendix UN 8.

UN 16.1 (a) All wages rates to be increased across the board as follows:

January 1, 2009 -	1.75%
January 1, 2010 -	2.00%
January 1, 2011 -	2.00%
January 1, 2012 -	2.00%

The above increases are to be compounded.

(b) The salary rates for all classifications are contained in the Salary Schedule attached.

UN 16.2 Effective January 1, 2009, the amounts provided for under Article 16.2 of the former collective agreement shall be converted to an additional step in the grid for the classifications contained in the Salary Schedule attached.

Amend Article UN 17.1 as follows:

UN 17.1 This agreement covers the period from January 1, 2009, until December 31, 2012. The effective date of any changes to the terms of this Agreement from the previous Agreement, unless otherwise indicated, shall be (*date of ratification*). This Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party serves notice to the other in writing that it wishes to bargain for a new Collective Agreement in accordance with the *Labour Relations Act, 1995*, and the *Crown Employees Collective Bargaining Act, 1993*.

#### 2. SHIFT PREMIUMS

Delete existing Article UN 6.1.3 (and corresponding reference to Article UN 6.1.3 in Article UN 6.2) and amend Article UN 6.1.1 and Article UN 6.1.2 as follows:

##### ARTICLE UN 6 - SHIFT PREMIUM

UN 6.1.1 Effective on May 5, 2002, an employee shall receive a shift premium of seventy-eight cents (78¢) per hour for all hours worked between 5:00 p.m. and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the premium shall be paid for all hours worked.

UN 6.1.2 Effective (*date of ratification*), an employee shall receive a shift premium of eighty-eight cents (\$0.88) per hour for all hours worked between 5:00 p.m. and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the premium shall be paid for all hours worked.

Effective January 1, 2011, an employee shall receive a shift premium of ninety-eight cents per hour (\$0.98) for all hours worked between 5:00 p.m. and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the premium shall be paid for all hours worked.

UN 6.2 Notwithstanding Articles UN 6.1.1 and 6.1.2 where an employee's hours of work normally fall

within 7:00 a.m. and 5:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 5:00 p.m. and 7:00 a.m.

### **3. ON-CALL DUTY**

Amend Article UN 11.7 as follows:

#### ARTICLE UN 11 - ON-CALL DUTY

UN 11.7 Effective (*date of ratification*), where an employee is required to be on-call, he or she shall receive **one dollar and twenty-five cents (\$1.25)** per hour for all hours that he or she is required to be on-call.

**Effective, January 1, 2011, where an employee is required to be on-call, he or she shall receive one dollar and forty cents (\$1.40) per hour for all hours that he or she is required to be on-call.**

### **4. MEAL ALLOWANCE**

Amend Article UN 12 as follows:

#### ARTICLE UN 12 – MEAL ALLOWANCE

UN12.1.1 An employee who continues to work more than two (2) hours of overtime immediately following his or her scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to **eleven dollars and twenty-five cents (\$11.25)** except where free meals are provided or where the employee is being compensated for meals on some other basis.

(NEW)

UN12.2.6 In accordance with the Employer's *Travel, Meal and Hospitality Expenses Directive*, as revised August 2006, which shall not be altered for this bargaining unit without the consent of OPSEU, reimbursement rates for meals, including taxes and gratuities, effective January 1, 2009 are the following:

Breakfast	\$8.75
Lunch	\$11.25
Dinner	\$20.00

(NEW)

UN 12.2.7 To the extent that the provisions of this article are improved by OPS-wide changes, then those amounts will apply.

### **5. HOLIDAY PAYMENT**

Amend Article UN 13 as follows:

#### ARTICLE UN 13 - HOLIDAY PAYMENT

UN13.7 Notwithstanding anything in Article UN13, employees who are in classifications assigned to schedule 6 and who are authorized by the Employer to work on a holiday included in Article 47 (Holidays) of the Central Agreement shall receive **compensating leave of one and one-half (1.5) hours for each hour worked.**

## **6. CUSTODIAL RESPONSIBILITY ALLOWANCE**

Amend Appendix UN 2 as follows:

### **APPENDIX UN 2**

#### **CUSTODIAL RESPONSIBILITY ALLOWANCE September 23, 1985 - revised (date of ratification)**

Mr. Brian Gould  
Chief Negotiator, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Mr. Gould:

#### **Re: Custodial Responsibility Allowance (K1) - Article 7.8 of the Central Collective Agreement**

This will confirm that effective January 1, 2010, a Custodial Responsibility Allowance of **two thousand five hundred dollars (\$2,500.00)** per year is payable to employees of the Ministry of the Solicitor General and Correctional Services and employees working in training schools operated by the Ministry of Community and Social Services, in addition to the rate of pay specified for the class of the positions to which they are assigned, provided they fulfil all of the following requirements:

- (a) they are not professional staff such as teachers, nurses, social workers or psychologists;
- (b) the positions to which the employees are assigned are not covered by classes which already take into account responsibility for the control of inmates or wards, such as Correctional Officers, Industrial Officers, Supervisors of Juveniles, Observation and Detention Home Workers, Recreation Officers (Correctional Services), Trade Instructors and Provincial Bailiffs;
- (c) (i) they are required, for the major portion of their working time, to direct inmates or wards engaged in beneficial labour;  
or  
(ii) as group leaders/lead hands, they are directly responsible, for the major portion of their working time, for operations involving the control of a number of inmates or wards engaged in beneficial labour;  
and
- (d) they are responsible for the custody of inmates or wards in their charge and are required to report on their conduct and lay charges where breaches of institutional regulations occur.

The Custodial Responsibility Allowance shall be paid according to the base rate of pay for the class involved.

- weekly rated classes - **\$47.91**/week
- hourly rated classes:
  - 40 hour week - **\$1.20**/hour
  - 36¼ hour week - **\$1.32**/hour

Yours truly,

David Logan  
Assistant Deputy Minister, Ministry of Government Services

## **7. SPECIAL ADJUSTMENTS**

Delete Appendix UN 7 and replace with new Appendix UN 7 as follows:

Appendix UN 7  
Special Adjustments

Special adjustments shall be as follows:

The following are special classification adjustments. These increases will be applied to existing rates, prior to any across the board increases and an across the board increase on the same date will be compounded on the special adjustment.

1. The salary rates for all steps in the Resource Technician 4 – Conservation Officer and Resource Technician 5 – Conservation Officer class series will be increased as follows:
  - i. 2 % on January 1, 2009
  - ii. 2 % on January 1, 2010
  - iii. 1% on January 1, 2011
2. The salary rates for all steps in the Occupational Therapist 1, 2 and 3 class series will be increased as follows:
  - i. 2% on January 1, 2009
  - ii. 2% on January 1, 2010
  - iii. 1% on January 1, 2011
3. The salary rates for all steps in the Speech Therapist class series will be increased as follows:
  - i. 2% on January 1, 2009
  - ii. 2% on January 1, 2010
  - iii. 1% on January 1, 2011
4. The salary rates for all steps in the Technologist, Physical Laboratory 1, 2, 3, 4, and 5 class series will be increased as follows:
  - i. 2% on January 1, 2009
  - ii. 2% on January 1, 2010
  - iii. 1% on January 1, 2011
5. The salary rates for all steps in the Nurse, General 1, 2 and 3 class series will be increased as follows:
  - i. 2% on January 1, 2009
  - ii. 2% on January 1, 2010
  - iii. 1% on January 1, 2011

The above-noted special adjustment for the Nurse, General class series will also be applied on the same dates to the following class series:

- i. Nurse, Special Schools 2 and 3
  - ii. Nurse, Clinic 1 and 2
6. The salary rates for all steps in the Geoscientist 3 and Geoscientist 4 class series will be increased as follows:
    - i. 2% on January 1, 2010
    - ii. 2% on January 1, 2011
  7. The salary rates for all steps in the Safety Instruction Officer 1 and 2 class series will be

increased as follows:

- i. 2% on January 1, 2010
- ii. 2% on January 1, 2011

8. The salary rates for all steps in the Senior Marine Engineer 1 and 2 class series will be increased as follows:

- i. 2% on January 1, 2010
- ii. 2% on January 1, 2011

9. The salary rates for all steps in the Vessel Master class series will be increased as follows:

- i. 2% on January 1, 2010
- ii. 2% on January 1, 2011

10. The salary rates for all steps in the Waste and Water Project Operator class series at the Ontario Clean Water Agency will be increased as follows:

- i. 1% on January 1, 2010

## **8. GENERAL NOTES AND ALLOWANCES**

Amend General Notes and Allowances as follows:

### GENERAL NOTES AND ALLOWANCES

#### UNIFIED BARGAINING UNIT

Classification notes and salary allowances applicable to classifications in this Bargaining Unit:

#### Operational and Maintenance Classification Group

(NEW)

XX All steps in the salary rates for Fixed Wing Pilots (King Air and Twin Otter) and Rotary Wing Pilots (Helicopter Pilots) classified at the Pilot 4 level in the Ministry of Natural Resources will be increased as follows:

- i. 2% on January 1, 2009
- ii. 2% on January 1, 2010
- iii. 1% on January 1, 2011

#### Technical Classification Group

(NEW)

XX All steps in the salary rates for Forest Fire Fighters classified at the Resource Technician 1, 2 and 3 levels and for Fire Compliance & Prevention Specialists classified at the Resource Technician Senior 3 level in the Ministry of Natural Resources will be increased as follows:

- i. 2% on January 1, 2009
- ii. 1% on January 1, 2010

#### Administrative Classification Group

(NEW)

XX Effective January 1, 2009 employees in the position of Canine Handler classified at the Resource Technician 4 – Conservation Officer level shall be entitled to a salary allowance of \$100 per week in addition to their regular pay.

(NEW)

XX Employees in positions classified as Forester 2A, Forester 2B, Forester 3, or Forester 4 who are required to possess both Registered Professional Forester status and membership with the Ontario Professional Foresters Association shall be entitled to receive a salary allowance of two hundred fifty dollars (\$250.00) per annum. The salary allowance will be equally apportioned and paid on each pay cheque.

## **9. UNIFIED SALARY SCHEDULE**

Amend Unified Salary Schedule as follows:

UNIFIED SALARY SCHEDULE  
ADMINISTRATIVE CLASSIFICATION GROUP

(NEW)

XXXXX SYSTEMS OFFICER 7 6  
12/31/08 1,588.85 1,644.46 1,702.02 1,771.80 1,855.07 1,910.72 1,968.04 2027.08

Effective January 1, 2011, an additional step shall be added to the salary schedule for Welfare Field Worker 2 at an increment of 2.5%.

## **10. RECOGNITION**

Amend Article UN 1 as follows:

### **UNIFIED COLLECTIVE AGREEMENT**

UN 1.1 The Ontario Public Service Employees Union (OPSEU) for the purpose of this collective agreement is recognized as the exclusive bargaining agent for the Unified Bargaining Unit consisting of all Crown employees as defined by section 1(1)(a) of the *Crown Employees Collective Bargaining Act, 1993* as amended from time to time, save and except:

- (a) all persons or employees excluded by section 1.1(3) of the *Crown Employees Collective Bargaining Act, 1993* as amended from time to time;
- (b) all persons or employees exercising managerial functions or employed in a confidential capacity in relation to labour relations;
- (c) all employees in bargaining units for which any other trade union or association holds bargaining rights as of January 1, 2009;
- (d) all employees employed in HR Ontario (as the organization's functions exist as of January 1, 2009),
- (e) all employees employed at the Ontario Police College (as the organization's functions exist as of January 1, 2009); and

For clarity, the Unified Bargaining Unit is the successor unit to the five (5) named bargaining units, being the Administrative Bargaining Unit, the Institutional and Health Care Bargaining Unit, the Office Administration Bargaining Unit, the Operation and Maintenance Bargaining Unit, and the Technical Bargaining Unit as described by the Lieutenant Governor in Council in OIC 243/94 dated February 3, 1994, attached hereto as Appendix 2, in the Tripartite Agreement between the Crown, OPSEU and AMAPCEO dated April 21, 1995, plus those employees included in these five bargaining units by the agreement of the Crown and OPSEU from February 3, 1994

to December 31, 2008, and such description is deemed to be incorporated in this collective agreement.

UN 1.2 For greater certainty, such employees include classified, term classified, unclassified employees, students, GO Temps, and such other employees as may be mutually agreed.

UN 1.3 For greater certainty, this Agreement shall apply to the employees in the Unified Bargaining Unit and the bargaining unit shall be deemed to be amended in accordance with any agreement of the parties. A list of classifications is attached in the Salary Schedule.

## **11. HOUSEKEEPING**

- *Change reference for “Management Board Secretariat” to “Ministry of Government Services” in the following:*

Part D Appendix UN 1 – Changes to Hours Per Averaging Period (Page 277)

- *Remove reference to “Term Classified employees” in the following Article:*

Article UN 1.2

- *Delete UN 6.1.1 and UN 6.1.2 – renumber UN 6.1.3 as UN 6.1, delete last sentence of UN 6.1.3, change references to UN 6.1.1, UN 6.1.2 and UN 6.1.3 in Article UN 6.2 to UN 6.1.*
- *Delete UN 8.7.1a – renumber UN 8.7.1b as UN 8.7.1; delete UN 8.7.4a – renumber UN 8.7.4.b as UN 8.7.4.*
- *Delete Appendix UN 8.*
- *Amend language to reflect terminology in the Public Service of Ontario Act (PSOA) and related directives as follows:*

*Replace references in Collective Agreement pursuant to Public Service of Ontario Act including:*

- “Public Service Act” to “Public Service of Ontario Act” or an MBC Directive as applicable.*
- “PSA” to “PSOA” or an MBC Directive as applicable.*
- “Classified” to “Regular”*
- “Unclassified” to “Fixed-Term”*
  
- “Crown Employee” with “Public Servant”.*
- *“Civil Servant” with “Regular Employee”.*

*Specific changes in Unified Collective Agreement:*

Use of the word “Classified”

Part A – UN 1.2 :

Unified Salary Schedule, Administrative Classification Group (pg. 293)

Institutional & Health Care Classification Group (pg 331)

Office Administration Classification Group (pg 354)

Operational & Maintenance Classification Group (pg 364)

Technical Classification Group (pg 380)

Use of the word “Unclassified”

UN 1.2 :

Unified Salary Schedule, Administrative Classification Group (pg. 293)

Institutional & Health Care Classification Group (pg 331)

Office Administration Classification Group (pg 354)

Operational & Maintenance Classification Group (pg 364)

Technical Classification Group (pg 380)

Use of the word “Crown Employee”

UN 12.6 (270)

Use of the word “Civil Servant”

UN - Table of Contents

UN Part B title (272)

UN Appendix 1 (276)