

MEMORANDUM OF SETTLEMENT
of all outstanding matters in dispute
(Central 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 Central 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 Central Collective Agreement shall be effective on the date of ratification by both parties and shall expire on the 31st 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 Central Collective Agreement shall be effective on the date of ratification by both parties.
6. The renewal Central Collective Agreement shall be in the form of the most recently expired Central Collective Agreement, as amended by the attached. It is understood that some editing and renumbering may be

APPENDIX A

AMENDMENTS TO CENTRAL COLLECTIVE AGREEMENT

1. PREAMBLE

Amend Preamble as follows:

2. It is understood that the provisions of these Agreements apply equally to all employees and that the parties are committed to work together on joint initiatives that further support diversity in the workplace.

2. RECOGNITION

Amend Article 1 as follows:

- 1.1 The Ontario Public Service Employees Union (OPSEU) is recognized as the exclusive bargaining agent for a bargaining unit consisting of all employees employed within the two bargaining units (Unified and Correctional) which are the successor units to the six bargaining units as described by the Lieutenant Governor in Council in OIC 243/94 dated February 3, 1994, in the Tripartite Agreement between the Crown, OPSEU and AMAPCEO dated April 21, 1995, plus those employees included in the six bargaining units by the agreement of the Crown and OPSEU from February 3, 1994 to December 31, 2008.
 - 1.2 For greater certainty, such employees include classified, term classified, and unclassified employees, students, GO Temps and such other employees as may be mutually agreed.
 - 1.3 For greater certainty, the Central Collective agreement shall apply to the employees employed in positions in the Bargaining Unit described in Article 1.1 and the Bargaining Unit shall be deemed to be amended in accordance with any agreement of the parties to amend any of the bargaining units listed therein.
 - 1.4 Where the Employer establishes a new classification or creates a new position, within an existing class, the Employer shall provide the Union with a copy of the class standard and/or position description, including bargaining unit status (if applicable), at the relevant MERC.
- (NEW)
- 1.7 Upon written request to the Employer, the Union shall be provided with a copy of any position description (whether inside or outside of the bargaining unit). This information shall be provided within 20 (twenty) working days of the request.
- (NEW)
- 1.8 For clarity, the Employer agrees that any new positions or any new classifications of employees not excluded pursuant to Article 1.1, Article UN 1.1 and Article COR 1.X will be placed in a bargaining unit represented by OPSEU.

3. INFORMATION AND INFORMATION TECHNOLOGY

OPSEU agrees to withdraw all outstanding grievances relating to BUI in I&IT.

Add new Appendix as follows:

(NEW) APPENDIX

INFORMATION AND INFORMATION TECHNOLOGY

1. For the purposes of this section, "Information & Information Technology" is defined as any activity which involves the investigation, analysis, planning, acquisition, design, development, implementation, operation and maintenance of information technology, the management of information including the security of that information and/or the automation of business processes.
2. For purposes of this section, a "non-public servant" is:
 - i. a person who has not been appointed by the Public Service Commission; and
 - ii. who is engaged to perform work related to Information & Information Technology.
3. Persons employed or engaged by a supplier of I and IT equipment, hardware or software who are performing work in relation to the installation, maintenance and support of that equipment, hardware or software shall not be considered "non-public servants" for the purposes of this section. There shall be no restriction regarding their use, and they shall not otherwise be covered by the terms of this section, nor the reporting requirements in paragraph 6.
4. The use of a non-public servant to perform bargaining unit work does not constitute a violation of the Collective Agreement.
5. Non-public servants, while in the workplace, shall not perform duties normally performed by employees in the bargaining unit if it directly results in the lay-off of a bargaining unit employee.
6. Every six (6) months, the Employer will provide OPSEU with a report including the following data relating to all non-public servants as defined in paragraph 2 who perform OPSEU bargaining unit work requiring regular attendance at one or more sites controlled by the Employer:
 - i. The name of the non-public servant;
 - ii. The workplace regularly attended by the non-public servant;
 - iii. The role and level for which the non-public servant is engaged;
 - iv. The start date of the engagement of the non-public servant;
 - v. The end date or anticipated end date of engagement of the non-public servant; and
 - vi. The number of days worked during the reporting period.
7. At the time of providing the report, and for the period of the report, the Employer shall pay to the Union a payment for each day of work performed by the non-public servant performing OPSEU bargaining unit work identified in the report. The formula for such payment shall be as follows: 1.4% of the daily average of the salary maximum for the Systems Officer series multiplied by the number of days worked set out at paragraph 6 of the Report.
8. The parties agree to implement the terms found in Appendix A ERDC Resource Pool and I&IT Enterprise Recruitment.

Appendix A

ERDC Resource Pool and I&IT Enterprise Recruitment

The Employer will be engaging in a substantial amount of recruitment for I and IT professionals within the I&IT enterprise;

Therefore, the parties consider the following terms to be appropriate for the establishment and operation of the I&IT Enterprise Resources Deployment Centre ("ERDC") and the recruitment of I and IT professionals within the I&IT enterprise, which includes the Office of the Chief Information and Information Technology Officer and the IT clusters reporting to it, but does not include the program areas of the Ministries:

1) New Full Time Equivalents

- a) Before March 31, 2010, the Employer will create a minimum of 230 Full Time Equivalent ("FTE") positions into the I&IT Enterprise that will be represented by OPSEU.
- b) The OPSEU positions will be posted in accordance with paragraph 7 below.
- c) If all of the posted positions are not filled by June 30, 2010, the parties agree to consult on the necessary steps to enable the employer to perform the functions required.

2. Purpose of the Employee Resources Deployment Centre

The ERDC will manage a mobile pool of I and IT professionals who will be deployed to projects and assignments across the I&IT Enterprise across the province.

3. Deployment to Different Projects and Assignments

- (a) It is understood that the employees employed by the ERDC will be deployed to different projects and assignments located within different clusters, Ministries or branches throughout the OPS. For the purposes of the collective agreement, these positions will be deemed to be deployed on a province-wide basis.
- (b) It is agreed that these deployments are assignments of work made at the discretion of the Employer and do not constitute vacancies under Article 6; temporary assignments under Article 8; change in headquarters under Article 11; temporary positions or assignments pursuant to article 20.3 or 20.8; or a relocation of a position under Appendix 13.
- (c) Notwithstanding paragraph (b), if an assignment is of a sufficient duration, the Employer may determine if a change in headquarters is appropriate in the particular circumstances.

4. Managerial Direction

- (a) I and IT professionals employed in ERDC will report to a Manager within the ERDC.
- (b) It is understood that the deployment to different projects and assignments may require the employee to receive direction regarding the project or assignment from a manager other than the employee's manager within the ERDC and that such manager may provide input into any performance evaluation for the employee.

5. Travel

- (a) It is understood that it will be a condition of employment for all I and IT professionals employed in ERDC that they may be deployed to projects or assignments throughout Ontario.
- (b) The parties agree that the Employer's *Travel, Meal and Hospitality Expenses Directive* will apply to any travel required as a result of the deployment of the employee.

6. Mandatory Enhanced Security Clearance

It is understood that an enhanced security clearance may be required as a condition of employment for I and IT professionals employed in ERDC.

7. Posting and Filling vacant positions

It is agreed that all vacancies for positions within the I&IT enterprise, including ERDC, will be posted and filled in accordance with the provisions of Article 6, subject to the following:

- (a) The Employer may use a mass centralized recruitment approach to fill vacancies for positions within the I&IT enterprise.
- (b) With respect to vacancies set out in paragraph (a) above, in addition to the posting requirements under Article 6.1.1, 6.1.2 and 6.2, the Employer may post potential permanent and/or temporary opportunities within respective I&IT job families that may exist over the next 12 month time period. The posting shall state the duties, nature and title of the position(s), qualifications required, full or part time status, permanent or temporary status, bargaining unit status, hours of work schedule, salary ranges of the classifications within the job family and travel expectations of the opportunities within that job family. The Employer shall have identified on the original posting that it may be used to fill positions in the job family that may occur over the 12 month time period. The posting period will be for at least ten days prior to the established closing date. This closing date may be extended should the employer determine that there is an insufficient number of potential qualified candidates.
- (c) If the Employer posts in accordance with paragraph (b), it will establish an eligibility list of qualified candidates for each classification level within each job family based on the results of a competitive process. The parties agree that the development of eligibility lists will be in accordance with Articles 6.3.
- (d) The Employer shall advise candidates of their individual rank order upon the completion of the competitive process under paragraph (b).
- (e) The Employer will hire qualified candidates from the eligibility lists for each classification level within each job family developed under paragraph (b) in accordance with Article 6.1.2. Should the most qualified employee elect not to accept the job offer, that employee shall remain eligible and retain his/her rank for further offers under this process.
- (f) The parties agree that it will continue to be the practice that the Employer shall obtain a valid surplus clearance number prior to filling a position under paragraph (e).
- (g) Where the Employer posts in accordance with paragraph (b) and if no qualified applicants accept a job offer for a specific position made pursuant to this process, then the Employer shall provide new or existing candidates internal to the OPS with the opportunity to participate in a restricted competitive process. The process shall be held in accordance with Article 6 of the collective agreement, with the modification that the Employer shall post the vacancy for the position for a period of at least five (5) working days.
- (h) The parties can agree at any time to review the above process and mutually agree on amendments.

8. Training and Development

The parties agree to meet and discuss training and development opportunities for bargaining unit employees in I&IT.

4. POSTING AND FILLING OF VACANCIES OR NEW POSITIONS

Amend Article 6 as follows:

- 6.1.2 Notwithstanding Article 6.1.1 above, the Employer may hire qualified candidates who previously applied for a similar vacancy or new position provided that a competition was held during the previous twelve (12) months and was within 125 kilometres of the work location of the previously posted position, and provided that the position has cleared surplus. The Employer in these circumstances, is not required to post or advertise the vacancy or new position. Where the Employer uses this provision, it shall notify the Local Union President where the vacancy or new position exists, ten (10) working days prior to filling the vacancy or new position.

5. MASS CENTRALIZED RECRUITMENT PROCESS

Add new Appendix as follows:

(NEW) APPENDIX

Date of Ratification

MASS CENTRALIZED RECRUITMENT PROCESS

LETTER OF UNDERSTANDING

It is agreed that:

- a) In addition to the posting requirements under Article 6.1.1, 6.1.2 and 6.2, the Employer may post potential opportunities for permanent positions or temporary assignments that may arise during the next 12-month time period. The posting shall state the duties, nature and title of the position(s), qualifications required, full or part time status, permanent or temporary status, bargaining unit status, hours of work schedule, travel expectations/work location(s) and salary range of the classification. The Employer will identify on the posting that it may be used to fill positions that occur during the 12-month time period. The posting shall state that candidates must indicate their work location preference, if applicable, in their application. The posting period will be for at least fifteen (15) working days prior to the established closing date. This closing date may be extended should the employer determine that there is an insufficient number of potential qualified candidates.
- b) The Employer will then establish an eligibility list of qualified candidates for each position based on the results of a competitive process. The parties agree that the development of eligibility lists will be in accordance with Article 6.3.
- c) The Employer shall advise candidates of their individual rank order upon the completion of the competitive process under paragraph (b).
- d) If the Employer decides to fill any positions that it has elected to post under this Article, the Employer will make job offers to qualified candidates from the eligibility lists for each position in accordance with Article 6.1.2. If the most qualified employee offered a position rejects the Employer's job offer he or she shall remain eligible and retain his/her rank for further offers.
- e) The parties agree that it will continue to be the practice that the Employer shall obtain a valid surplus clearance number prior to filling a position under this process.

f) Where the Employer posts in accordance with this process and if no qualified candidate accepts a job offer for a position that the Employer decides to fill as a result of posting under this Article, then the Employer shall provide new or existing candidates internal to the OPS with the opportunity to participate in a restricted competitive process. The process shall be held in accordance with Article 6, with the modification that the Employer shall post the vacancy for the position for a period of at least five (5) working days.

This letter of understanding will expire on December 31, 2012, but should the parties not have reached a new collective agreement by that date, the letter shall continue to operate until the earlier of a Memorandum of Settlement being entered into or there is a right to strike or lockout.

6. SENIORITY ACCUMULATION FOR THE PURPOSE OF FILLING VACANCIES OR NEW POSITIONS

Add new Article 31A.17.1 and amend Articles 31, 32 and 55 as follows:

31A.16 OTHER APPLICABLE ARTICLES

31A.16.1 The following articles of the Central Collective Agreement shall also apply to unclassified employees other than seasonal, student and GO Temp employees: 1, 2, 3, 4, 5, 6.1, 6.3, 6.4, 8, 9, 10.1, 13, 14, 15, 16, 18, 21, 22, 23, 24, 27, 28, 45, 48.3, 49, and 80.

(NEW)

ARTICLE 31A.17 – SENIORITY ACCUMULATION FOR UNCLASSIFIED EMPLOYEES FOR THE PURPOSE OF FILLING VACANCIES OR NEW POSITIONS

(NEW)

31A.17.1 Notwithstanding Article 18.1(b), an unclassified employee shall be entitled to have their service counted towards the accumulation of seniority on the same basis under Article 18.1 and Article 18.4 before he or she is appointed to the Classified Service for the sole purpose of any determination made by the Employer under Article 6.3 (Posting and Filling of Vacancies or New Positions), if applicable. For this specified purpose, unclassified employees shall be entitled to have their service counted towards the accumulation of seniority based upon 1732.75 straight time hours or 1912 straight time hours, as appropriate, counting as equivalent to one year's service, or pro-rated to the equivalent of less than one year as appropriate.

(NEW)

31A.17.2 No unclassified employee shall have his or her name added to the OPS-wide seniority list and Article 18.5 has no application.

ARTICLE 32 – SEASONAL EMPLOYEES

32.21 OTHER APPLICABLE ARTICLES

32.21.1 The following articles of the Central Collective Agreement shall also apply to seasonal employees: 1, 2, 3, 4, 5, 6.1, 6.3, 6.4, 8, 9, 13, 14, 15, 16, 21, 22, 23, 24, 27, 28, 45, 49 and 80.

ARTICLE 55 – OTHER APPLICABLE ARTICLES, REGULAR PART-TIME CIVIL SERVANTS

55.1 The following Articles of this Central Collective Agreement shall also apply to regular part-time civil servants:

ARTICLE 1	Recognition
ARTICLE 2	Management Rights
ARTICLE 3	No Discrimination/ Employment Equity
ARTICLE 4	Check-off of Union Dues

ARTICLE 5	Information to New Employees
ARTICLE 6	Posting and Filling of Vacancies or New Positions
ARTICLE 8	Temporary Assignments
ARTICLE 13	Kilometric Rates
ARTICLE 14	Time Credits While Travelling
ARTICLE 15	Non- Pyramiding of Premium Benefits
ARTICLE 16	Local and Ministry Negotiations
ARTICLE 17	Joint Consultation Committee
ARTICLE 18	Seniority (Length of Continuous Service)
ARTICLE 19	Multiple Lay-offs
ARTICLE 21	Discipline and Dismissal
ARTICLE 22	Grievance Procedure
ARTICLE 23	Leave- Union Activities
ARTICLE 24	Leave Without Pay
ARTICLE 25	Leave- Special
ARTICLE 26	Leave- Foreign, Intergovernmental
ARTICLE 27	Leave- Jury Duty
ARTICLE 28	Leave- Military Service
ARTICLE 29	Leave- Pension Trustees
ARTICLE 45	Leave Credits Report
ARTICLE 79	Salary
ARTICLE 80	Term of Agreement

7. TEMPORARY ASSIGNMENTS

Amend Article 8 as follows:

- 8.6.3 Where a vacancy as described in Article 8.6.1 has been filled pursuant to Article 6 (Posting and Filling of Vacancies or New Positions) and the incumbent has filled the position for at least eighteen (18) months, the Employer may assign him or her to the position on a permanent basis provided that the position has cleared surplus and Article 6 (Posting and Filling of Vacancies or New Positions) does not apply.

8. EMPLOYMENT STABILITY

Add new Appendix and amend Article 20 as follows:

20B.1 PREAMBLE

(NEW)

- 20B.1.2.4 An Employee Portfolio will be deemed to include the qualifications and knowledge as identified in the employee's current position description for the purposes of Article 20B.3 (Redeployment), unless otherwise modified by the employee.

(NEW)

- 20B.1.2.5 An employee may advise the Employer in writing at any time of his or her desire to update the employee portion of an employee portfolio to reflect the acquisition of new or improved skills, knowledge and abilities, and/or change the geographic parameters. Such changes shall be implemented within five (5) working days of receiving the updated employee portion of the employee portfolio.

20B.4 DISPLACEMENT

- 20B.4.1.1 An employee who has completed his or her probationary period, who has received notice of

layoff pursuant to Article 20B.2 (Notice and Pay in Lieu), and who has not been assigned, within a period of five (5) months after the receipt of the notice of lay-off, in accordance with the criteria of Article 20B.3 (Redeployment) to another position shall have the right to displace an employee who shall be identified by the Employer in the following manner as set out in Articles 20B.4.1.2 to 20B.4.1.10.

20B.4.1.8 Upon the completion of five (5) months following commencement of the notice period, the Employer will advise the surplus employee of the position into which he or she is eligible to displace.

20B.7 VOLUNTARY EXIT OPTION

20B.7.1 Subject to the conditions outlined in Article 20B.7, an employee who has not received notice of lay-off may offer to be declared surplus and give up his or her job for possible redeployment of an employee who has received notice of lay-off provided the position is within a range of classifications whose maximum rate is 5 per cent above and 15 per cent below the maximum rate of the employee's own classification. No relocation expenses will be paid.

(NEW) APPENDIX

Date of Ratification
EMPLOYMENT STABILITY

MEMORANDUM OF AGREEMENT

Between

The Crown in Right of Ontario
As represented by the Ministry of Government Services
(The "Employer")

and

The ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)
(The "Union")

The parties have agreed to work collaboratively to facilitate the transition of employees who will be directly impacted by transformations and transfers. Pursuant to Article 19 of the Collective Agreement the parties have agreed to the following to facilitate the successful transition of OPSEU represented employees:

1. DEFINITIONS:

Regular Employee(s) shall have the same meaning as Classified Employee.

Fixed Term Employee(s) shall have the same meaning as Unclassified Employee.

Day refers to working days and excludes Saturdays, Sundays and statutory holidays.

Collective Agreement shall mean the collective agreement between OPSEU and the Crown in Right of Ontario dated January 1, 2009 to December 31, 2012.

Impacted Employee(s) shall mean OPSEU represented regular employees from Transformation Programs who will be declared surplus as a result of the transformation.

Transformation Program(s) refers to programs and/or services that will transform in such a way that 50 or more OPSEU represented employees will be declared surplus, and disclosure identifying the Impacted Employees has been provided to OPSEU, and does not include a "sale of a business" pursuant to section 69 of the Labour Relations Act, 1995.

2. (NEW) TEMPORARY VACANCIES

- a. The Employer will encourage the respective Ministries to consider Impacted Employees for temporary assignments in their own ministry that are not required to be posted in accordance with Article 8 (Temporary Assignments).
- b. When the employee's position is declared surplus while the employee is on a temporary assignment, the ministry shall notify the employee that his or her position has been declared surplus and inform the employee of the option to:
 - i. Return early from the temporary assignment and receive the surplus notice at that time; or
 - ii. Return at the end of the temporary assignment and receive the surplus notice at that time.

3. DIRECT ASSIGNMENT

- a. Within ten (10) days following the disclosure to OPSEU of the Impacted Employees affected by a Transformation Program, interested Impacted Employees who have yet to receive notice of layoff will be deemed to have received their notice of layoff as per Article 20B.3 of the collective agreement only for the purpose of direct assignment as outlined below.
- b. To be considered for Direct Assignments under this section, interested Impacted Employees:
 - i. Must, in writing, advise their Employee Mobility Coordinator in the Regional Recruitment Centre within the time frames outlined in 3 (a) above that they wish to be considered for redeployment in advance of their notice of layoff; and
 - ii. Must complete and forward a completed Employee Portfolio to the Employee Mobility Coordinator in the Regional Recruitment Centre prior to being considered for direct assignment under this section.
 - iii. An Employee Portfolio will be deemed to include the qualifications and knowledge as identified in the employee's current position description for the purposes of Article 20B.3 (Redeployment), unless otherwise modified by the employee.
 - iv. An employee may advise the Employer in writing at any time of his or her desire to update the employee portion of an employee portfolio to reflect the acquisition of new or improved skills, knowledge and abilities, and/or change the geographic parameters. Such changes shall be implemented within five (5) working days of receiving the updated employee portion of the employee portfolio.
- c. Direct assignments to positions under this agreement will be made on the same basis as outlined in Article 20B.3 with respect to full-time regular employees and Article 62.1 with respect to regular part-time classified employees.

- d Upon direct assignment into a position under these provisions, all other surplus rights including but not limited to those under Article 20, Appendix 9 and Appendix 17 of the Collective Agreement and under this Memorandum of Agreement are forfeited.
- e Impacted Employees who are not directly assigned to a position under this section, will be entitled to all surplus rights pursuant to the Collective Agreement and under this Memorandum of Agreement upon issuance of notice of surplus.
- f Where an interested Impacted Employee declines a direct assignment under this section for any reason, he or she will not be considered for any further assignments until issued notice of surplus when they otherwise would have been, in which case they will be entitled to surplus rights pursuant to the Collective Agreement and under this Memorandum of Agreement.
- g. Where an interested Impacted Employee is assigned a direct assignment in accordance with this section, the Ministry shall have the sole discretion whether to fill the vacancy created as a result of the employee vacating the position. Where the vacancy is filled by a fixed term employee, the parties agree that time hours worked shall not be included in the calculations for the purpose of conversion of under Article 31A.15 of the Collective Agreement.

4. VARIABLE SURPLUS OPPORTUNITIES

- a. The Parties encourage Ministries and their local OPSEU representatives in conjunction with their MERC counterparts in Transformation Programs to explore strategies to support employee preferences, and specifically to consider the establishment of variable surplus dates for Impacted Employees where operational requirements permit.

5. RECRUITMENT SUPPORTS

Impacted Employees who are invited to attend an interview outside the civil service shall be granted time off with no loss of regular pay and no loss of credits for up to two and one half days per calendar year. The employee shall provide the Ministry with at least 48 hours advance notice of the leave.

6. CAREER SUPPORTS

- a. The Parties direct Ministries and their local OPSEU counterparts to explore career and other transitional training options for Impacted Employees at the Ministry level.
- b. The Parties also direct Ministries and their local OPSEU counterparts to ensure Impacted Employees are provided with information about existing programs and supports with respect to career planning and counselling.
- c. The Employer will support Ministry level training on the completion of Employee Portfolios for Impacted Employees and OPSEU will encourage Impacted Employees to complete the Employee Portfolios in a timely manner.

7. CONDITIONAL ASSIGNMENTS

- a. The parties agree that where an Impacted Employee has been assigned to a conditional assignment in accordance with article 20B.12, the period of retraining in the conditional assignment may operate to extend the surplus notice period by a period equivalent to the retraining period, provided the total period of conditional assignment does not exceed five (5) months, for the purpose of article 20B. 12 only.

8. OTHER INITIATIVES

- a. For other initiatives where the Employer has disclosed prior to December 31, 2008, that there are less than 50 represented employees who will be surplus the Ministry MERCs shall meet to explore opportunities for the application of all or part of this agreement.

9. DISPUTES

- a. The parties agree that any disputes with respect to the implementation, interpretation and application of any of the terms and conditions of this Memorandum of Agreement will be referred to the Joint Employment Stability Subcommittee (JESS) in accordance with the Dispute Resolution Guidelines dated July 14, 2006 for that Committee.

10. RESOLUTION

- a. The parties agree that initiatives that are the subject of a previous surplus and/or in-placement agreement between the parties, including but not limited to the Ministry of Health Acute and Community Health Division, the Ministry of Community and Social Services Developmental Services Facilities and the Ministry of Community and Social Services Ontario Disability Support Program, do not form part of this Agreement.

Agreed to by the parties at Toronto on this _____ day of _____ 2008.

9. CONVERSION OF UNCLASSIFIED POSITIONS TO CLASSIFIED POSITIONS

Amend Article 31 as follows:

31A.15.1.2 Where the ministry has determined that it will convert a position in accordance with Article 31A.15.1.1, the status of the incumbent in the position will be converted from unclassified to classified, provided that the incumbent has been in the position in question for at least eighteen (18) months and provided the position has been cleared through surplus.

10. HEALTH AND SAFETY AND VIDEO DISPLAY TERMINALS

Amend Article 9 and Article 60 as follows:

ARTICLE 9 - HEALTH AND SAFETY AND VIDEO DISPLAY TERMINALS

- 9.5 After each hour of continuous operation of a VDT, a VDT operator shall be relieved of such duties for a period of ten (10) minutes to perform other duties away from the VDT.
- 9.6 At the beginning of assignment to a VDT and every twenty-four (24) months thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an eye examination by an optometrist or an ophthalmologist who is qualified to conduct the following tests:
 - (a) unaided visual acuity (letter chart test)
 - (b) refractive findings
 - (c) corrected visual acuity
 - (d) amplitude accommodation

- (e) suppression
- (f) muscle balance (near, one metre, distant)
- (g) slit lamp biomicroscopy.

The cost of the eye examination, not to exceed \$50 for such examinations, shall be borne by the Employer, and the VDT operator shall authorize release of a copy of the examination report to the Employer.

- 9.7.1 A pregnant VDT operator who operates a VDT that contains cathode ray tubes may request reassignment from VDT duties for the remainder of her pregnancy by forwarding a written request to the Employer together with a certificate from a legally qualified medical practitioner certifying that she is pregnant.

ARTICLE 60 - HEALTH AND SAFETY AND VIDEO DISPLAY TERMINALS

- 60.2 After each hour of continuous operation of a VDT, a VDT operator shall be relieved of such duties for a period of ten (10) minutes to perform other duties away from the VDT.

- 60.3 At the beginning of assignment to a VDT and every twenty-four (24) months thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an eye examination by an optometrist or an ophthalmologist who is qualified to conduct the following tests:

- (a) unaided visual acuity (letter chart test)
- (b) refractive findings
- (c) corrected visual acuity
- (d) amplitude accommodation
- (e) suppression
- (f) muscle balance (near, one metre, distant)
- (g) slit lamp biomicroscopy

The cost of the eye examination, not to exceed fifty dollars (\$50) for such examinations, shall be borne by the Employer, and the VDT operator shall authorize release of a copy of the examination report to the Employer.

- 60.4.1 A pregnant VDT operator who operates a VDT that contains cathode ray tubes may request reassignment from VDT duties for the remainder of her pregnancy by forwarding a written request to the Employer together with a certificate from a legally qualified medical practitioner certifying that she is pregnant.

11. STUDENT EMPLOYEES AND CO-OPERATIVE EDUCATION STUDENTS

Amend Article 33 and Appendix 12 as follows:

ARTICLE 33 – STUDENT EMPLOYEES AND CO-OPERATIVE EDUCATION STUDENTS

33.5 WAGE RATES

- 33.5.1 During the term of this agreement, student wage rates shall be as follows:

January 1, 2009	
Level 1	\$9.17
Level 2	\$11.10

March 31, 2009	
Level 1	\$9.50
Level 2	\$11.10

March 31, 2010	
Level 1	\$10.25
Level 2	\$11.10

APPENDIX 12
STUDENT WAGE RATES

1. This Memorandum of Agreement is based on negotiations held pursuant to Appendix 12 of the Collective Agreement between the parties, expiring December 31, 2012, and is subject to the definitions, principles and terms set out in the Collective Agreement.
5. Students in Special Employment Programs shall be paid as follows:

January 1, 2009	\$8.75
March 31, 2009	\$9.50
March 31, 2010	\$10.25

6. Students in the Ontario/Quebec Summer Student Job Exchange Program shall be paid the rate negotiated with OPSEU prior to negotiations between the Ontario and Quebec Governments as follows:

February 1, 2005	\$10.00
March 31, 2010	\$10.25

Appendix-A
Framework for Students Wage Rates

1. This framework will be submitted to the Joint System Sub-Committee for its use in developing a Student Job Evaluation System for all student positions to present to CERC for agreement in accordance with Appendix 12 of the Collective Agreement expiring on December 31, 2012.
2. The primary factors underpinning the Student Job Evaluation System are Complexity, Skills/Knowledge and Supervision.

The Employer shall be guided by the factors prescribed by the *Pay Equity Act* in the development of the job evaluation system and shall adhere to all legislative requirements.

The provisions will also recognize the different skills levels required and types of employment opportunities for students in their employment within the Ontario Public Service.

LEVEL 1

Jobs under classification Level 1 will reflect work which is routine and limited in complexity. These jobs may require additional supervision (e.g., team lead) and do not require a special skill level.

LEVEL 2

Jobs classified at Level 2 will involve work that is more varied and complex in nature. The jobs typically require knowledge from a related area of study and an increased level of skills. These jobs require limited supervision as students are required to work independently. If the job requires a license or certificate (e.g., first aid certificate, equipment operator's license/certificate), it is automatically assigned to classification level 2.

3. Rates for these two levels are:

January 1, 2009
Level 1 \$9.17
Level 2 \$11.10

March 31, 2009
Level 1 \$9.50
Level 2 \$11.10

March 31, 2010
Level 1 \$10.25
Level 2 \$11.10

4. It is understood that the job evaluation system and accompanying pay rates are not arbitrable, pursuant to the *Crown Employees Collective Bargaining Act*.

12. KILOMETRIC RATES

Amend Article 13 as follows:

ARTICLE 13 – KILOMETRIC RATES

13.1 If an employee is required to use his or her own automobile on the Employer's business, the following rates shall be paid effective January 1, 2009:

<u>Kilometres Driven</u>	<u>Southern Ontario</u>	<u>Northern Ontario</u>
0 – 4,000 km	40 cents / km	41 cents / km
4,001 – 10,700 km	35 cents / km	36 cents / km
10,701 – 24,000 km	29 cents / km	30 cents / km
over 24,000 km	24 cents / km	25 cents / km

13. GRIEVANCE PROCEDURE

Add new Appendix regarding the Ministry File Review Committee and amend Article 22 as follows:

ARTICLE 22 - GRIEVANCE PROCEDURE

22.3 STAGE TWO

22.3.1 If the complaint or difference is not resolved under Stage One, the employee may file a grievance, in writing, through the Union, with their immediate supervisor who will in turn forward the grievance to the senior human resources representative for the ministry or his or her designee.

22.6.4 The Union shall advise the senior human resources representative for the affected ministries with copies to the Director, Centre for Employee Relations of the Union Stewards together with the areas they are authorized to represent, which list shall be updated at least every six (6) months. The ministry will advise the Union corporately when the senior human resources representative for the ministry changes.

22.13 UNION GRIEVANCE

22.13.2 Where the difference between the Employer and the Union involves more than one (1) ministry, the Union shall be entitled to file a grievance with the Director, Centre for Employee Relations provided it does so within sixty (60) days following the occurrence or origination of the circumstances giving rise to the grievance.

22.13.3 A submission of the grievance to the Director, Centre for Employee Relations under Article 22.13 shall be considered to be the second stage for the purpose of Article 22. Union grievances shall be signed by the President or Vice-President. It is further agreed that no grievance processed under Article 22.13 shall be dealt with under the provisions of the mediation/arbitration referred to hereunder except with the mutual agreement of the parties.

(NEW) APPENDIX

Date of Ratification
MINISTRY FILE REVIEW COMMITTEE

TERMS OF REFERENCE
FOR THE
MINISTRY FILE REVIEW COMMITTEE

The parties agree to a pilot project of six (6) Ministry File Review Committees or such greater number as agreed upon by the parties.

NAME OF COMMITTEE:

The Committee shall be referred to as the Ministry File Review Committee (MFRC).

TERM/TERMINATION:

The Committee shall be in place for the term of the collective agreement. During this trial period either party may terminate the Committee upon 30 (thirty) days written notice to the other party.

A review of the Committee's progress shall be presented to the MERC every six (6) months.

Each MFRC shall provide an annual review to CERC.

EVALUATION:

METRICS

The parties agree that the pilot will be evaluated on the basis of the following criteria:

- Increased early and local resolution of grievances
- Fewer mediations and hearing dates required at the GSB
- Greater clarity of issues proceeding to the GSB

MEASURES

The parties agree to use the following measures to track the success of the pilot:

- Percentage of grievances referred to the MFRC
- Percentage of grievances resolved by the MFRC

- Percentage of grievances referred back to the Local
- Percentage resolved by the Local
- Percentage unresolved by the Local
- Percentage of grievances referred from the MFRC to GSB
- Percentage resolved prior to hearing date

PURPOSE OF COMMITTEE:

The governing principle will be that the parties have a mutual interest in their own solutions and avoiding, if at all possible, having the decision made by an arbitrator.

The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote constructive and harmonious labour relations. In this regard, a Ministry File Review Committee (MFRC) shall be established to deal with grievances in an effective and expeditious manner at the Ministry level.

The purpose of the Committee is to establish and maintain:

A procedure for the prompt and equitable handling of grievances, with the exception of Appendix 9, Appendix 18, classification, insured benefits, grievances related to sexual harassment and union grievances under Article 22.13.2.

- A review of grievances, to recommend consolidation/grouping issues, disclosure issues, adjournment, etc., and the manner in which unresolved grievances proceeding to GSB should be addressed;
- A common Ministry list of grievances;
- To review outstanding grievances through the use of this sub-committee.

WITHOUT PREJUDICE AND WITHOUT PRECEDENT:

It is agreed that the discussions of the parties at the MFRC are without precedent or prejudice. Any MFRC discussions shall receive the same level of protection as any stage of the grievance process and such discussions shall not be admissible before any Board, Tribunal, Commission, etc.

COMMITTEE MEMBERS AND MEETINGS:

- The MFRC shall be composed of three (3) Union representatives including an OPSEU staff member and three (3) Management representatives including a representative from Employee Relations Division who will be identified by their respective MERC Co-chairs. Members of the committee who are the grievor or respondent on a particular grievance shall excuse themselves from participating in the review of that particular file.
- The MERC Union Co-Chair shall designate one member to act as Union Co-Chair of the MFRC. The MERC Management Co-Chair shall designate one member to act as the Management Co-Chair of the MFRC
- The parties may invite other resources as deemed necessary.
- MFRC participants are entitled to time off to attend MFRC meetings with no loss of pay and no loss of credits. Reasonable travel time will be provided.

- The Union MFRC members shall receive four (4) hours of paid caucus or prep time, excluding time needed for housekeeping, or as such further time as the parties agree.
- The MFRC shall meet monthly, unless the MFRC Co-Chairs agree otherwise. Meetings will take place at a mutually convenient and accessible location and time as agreed upon by the MFRC Co-Chairs.
- In accordance with Article 22.14.5 of the Collective Agreement, full disclosure of all the facts, issues and relevant documents shall take place to facilitate the effective resolution of the grievances submitted to the MFRC.
- Each MFRC participant shall maintain the confidentiality of any discussions between the parties and any information shared, except as agreed to by the parties, or as required by law, or as required to implement a settlement/agreement.
- Individual grievors and local managers will not attend MFRC meetings, unless both MFRC Co-Chairs agree otherwise.

ARTICLE 22 PROVISIONS – Grievance Procedure:

During this pilot project, the provisions of Article 22 (Grievance Procedure) will apply. In accordance with Article 22.14.3, the parties agree to the following additional procedures for the purposes of the pilot project:

- 1) If the grievor is not satisfied with the Stage 2 decision of the senior human resources representative, or his or her designee, or if he or she does not receive the decision within the specified time, the Union may submit the grievance to the MFRC within fifteen (15) days of the date the grievor received the decision or within 15 (fifteen) days of the specified time limit for receiving the decision.
- 2) Upon receipt of an MFRC referral, the Union Co-Chair shall contact the Management Co-Chair at the earliest convenience. The MFRC will have a period up to 45 (forty-five) calendar days from the date the grievance is filed with the Committee, to attempt to resolve the grievance. If the Committee is unable to resolve the grievance, the Committee shall discuss how the grievance shall proceed.
- 3) During the 45 (forty-five) calendar day resolution period, the MFRC will attempt to resolve the matters in dispute, which shall involve the individuals with authority to resolve the grievance.
- 4) By agreement of the MFRC Co-Chairs, the MFRC may refer a grievance back to the local level for resolution. In this case, the parties agree that a local rep and ministry/management rep may assist in the resolution of the grievance within 14 (fourteen) calendar days from the date of referral. If the issue remains unresolved, the matter shall be referred back to the MFRC. For clarity, any time the grievance is spent at the local level will create a hiatus in the 45 (forty-five) calendar day period the MFRC will have to attempt to resolve the grievance.
- 5) If the MFRC is unable to resolve a grievance, it shall be referred to the Grievance Settlement Board (GSB) for mediation/arbitration or arbitration.
- 6) The MFRC Co-Chairs agree that the time limits are extended per Article 22.14.3 for all grievances referred to MFRC. At any time either party may remove a grievance from MFRC, in these cases, or in the event that the MFRC can not resolve the grievance within the prescribed timelines, the Union shall have 15 (fifteen) days to file the grievance to the GSB per Article 22.4 of the Collective Agreement.

OTHER

This agreement is not arbitrable.

Date this _____ day of _____, 2008 at Toronto, Ontario.

14. BENEFITS

Amend Article 39, Article 40, Article 41, Article 67, Article 68 and Article 69 as follows:

ARTICLE 39 – SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

39.2.1 Effective June 1, 2002, the Supplementary Health and Hospital Plan shall provide for the reimbursement of ninety percent (90%) of the cost of prescribed drugs and medicines that require a physician's prescription. The Supplementary Health and Hospital Plan shall provide reimbursement for ninety percent (90%) of the generic equivalent where a generic equivalent exists. Where the brand name product is dispensed, the employee will pay the difference between the cost of the brand name product and the ninety percent (90%) of the generic equivalent product cost that is reimbursed by the Supplementary Health and Hospital Plan. Notwithstanding the foregoing, if no generic product exists the Supplementary Health and Hospital Plan shall provide reimbursement for ninety percent (90%) of the cost of the brand name product.

Effective June 1, 2002, the Supplementary Health and Hospital Plan shall provide for the reimbursement of one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of one hundred and twenty dollars (\$120) per day over and above the cost of standard ward care, and one hundred percent (100%) of the cost for the following services, as set out in Articles 39.2.2 to 39.2.15.

Effective January 1, 2003 reimbursement of prescription drugs will include a three dollar (\$3) deductible per prescription to be paid by the employee.

Effective April 1, 2009, the Supplementary Health and Hospital Plan shall provide reimbursement for ninety percent (90%) of the cost of medically necessary vaccinations or immunizations when prescribed and administered by a qualified health care practitioner where such vaccine or immunization is not covered by a provincial health plan.

39.3 Effective June 1, 2002, the employer agrees to pay eighty percent (80%) of the monthly premiums for vision care and sixty percent (60%) of the monthly premiums for hearing aid coverage, under the Supplementary Health and Hospital Plan. This coverage includes a ten dollar (\$10.00) (single) and twenty dollar (\$20.00) (family) deductible in any calendar year and provides for vision care (maximum three hundred dollars (\$300.00) per person in any twenty-four (24) month period) and the purchase of hearing aids (maximum twelve hundred dollars (\$1200.00) per person every four (4) years) equivalent to the vision and hearing aid component of the Blue Cross Extended Health Care Plan.

Effective September 1, 2005, the eligible expenses outlined in the vision care coverage under the Supplementary Health and Hospital Plan will be amended to include one routine eye examination every twenty-four (24) months and laser eye correction surgery. The vision care coverage maximum will be increased to three hundred and forty dollars (\$340) per person every twenty-four (24) month period.

Effective April 1, 2009, the Supplementary Health and Hospital Plan shall provide for the reimbursement of the cost of one routine eye examination every twenty four (24) months

independent of the vision care maximum.

Effective January 1, 2010, the employer agrees to pay 100% of the monthly premiums for vision care and hearing aid coverage under the Supplementary Health and Hospital Plan.

(NEW)

39.7 Effective January 1, 2009, the employee's share of the annual Employment Insurance (EI) rebate will be redirected by the Employer towards offsetting the cost of the benefits contained in this Agreement.

ARTICLE 40 - DENTAL PLAN

40.1.1 This plan provides for basic dental care equivalent to the Blue Cross Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, X-rays, preventive services such as scaling, polishing and fluoride treatments, fillings, extractions and anesthesia services. This plan also includes benefits equivalent to Rider 1 of the Ontario Blue Cross as additions to the basic dental plan and includes such items as periodontal services, endodontic services and surgical services, as well as prosthodontic services necessary for relining, rebasing or repairing of an existing appliance (fixed bridgework, removable partial or complete dentures).

Effective June 1, 2002 and until December 31, 2008, the dental coverage includes a one-hundred dollar (\$100)-single or family deductible per calendar year.

Effective January 1, 2009, the dental coverage includes a fifty dollar (\$50) single or family deductible per calendar year.

Effective June 1, 2002, dental recall coverage is extended from six (6) to nine (9) months except for dependent children twelve (12) and under.

Effective June 1, 2002, coverage does not include fluoride treatment for adults.

Effective April 1, 2009, the dental coverage includes pit and fissure sealant for dependent children aged six (6) to eighteen (18) years.

40.3 Effective June 1, 2002 and until December 31, 2009, the Employer agrees to pay one hundred percent (100%) of the monthly premium for services related to major restorative, with benefits equivalent to Rider 4 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance. The employee shall pay the cost of the dental care directly and the carrier shall reimburse the employee fifty percent (50%) based on Article 40.1.2(a), up to the maximum benefit of twelve hundred dollars (\$1,200) per year for the insured employee and each eligible dependent.

Effective January 1, 2010, the maximum benefit for major dental services will be increased to two thousand dollars (\$2,000) per year for the insured employee and each eligible dependent. The co-insurance will remain at fifty percent/fifty percent (50%/50%).

ARTICLE 41- WORKPLACE SAFETY AND INSURANCE

41.4 Where an employee receives an award under the *Workplace Safety and Insurance Act*, and the award applies for longer than the period set out in Article 41.2 (i.e. three (3) months), the Employer will continue subsidies for Basic Life, Long Term Income Protection, Supplementary Health and Hospital and the Dental Plans for the period during which the employee is receiving the award. The Employer shall continue to make the Employer's pension contributions unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's pension contributions.

ARTICLE 67 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

67.2.1 Effective June 1, 2002, the Supplementary Health and Hospital Plan shall provide for the reimbursement of ninety percent (90%) of the cost of prescribed drugs and medicines that require a physician's prescription. The Supplementary Health and Hospital Plan shall provide reimbursement for ninety percent (90%) of the generic equivalent where a generic equivalent exists. Where the brand name product is dispensed, the employee will pay the difference between the cost of the brand name product and the ninety percent (90%) of the generic equivalent product cost that is reimbursed by the Supplementary Health and Hospital Plan. Notwithstanding the foregoing, if no generic product exists the Supplementary Health and Hospital Plan shall provide reimbursement for ninety percent (90%) of the cost of the brand name product.

Effective June 1, 2002, the Supplementary Health and Hospital Plan shall provide for the reimbursement of one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of one hundred and twenty dollars (\$120) per day over and above the cost of standard ward care, and one hundred percent (100%) of the cost for the following services, as set out in Articles 67.2.2 to 67.2.15.

Effective January 1, 2003 reimbursement of prescription drugs will include a three dollar (\$3) deductible per prescription to be paid by the employee.

Effective April 1, 2009, the Supplementary Health and Hospital Plan shall provide reimbursement for ninety (90%) of the cost of medically necessary vaccinations or immunizations when prescribed and administered by a qualified health care practitioner where such vaccine or immunization is not covered by a provincial health plan.

67.3 Effective June 1, 2002, the Employer agrees to pay eighty percent (80%) of the monthly premiums for vision care and sixty percent (60%) of the monthly premiums for hearing aid coverage, under the Supplementary Health and Hospital Plan, with the balance of the monthly premiums being paid by the employee through payroll deduction. This coverage includes a ten dollar (\$10.00) (single) and twenty dollar (\$20.00) (family) deductible in any calendar year and provides for vision care (maximum three hundred dollars [\$300.00] per person in any twenty-four [24] month period) and the purchase of hearing aids (maximum twelve hundred dollars [\$1200.00] per person every four [4] years) equivalent to the vision and hearing aid component of the Blue Cross Extended Health Care Plan.

Effective September 1, 2005, the eligible expenses outlined in the vision care coverage under the Supplementary Health and Hospital Plan will be amended to include one routine eye examination every twenty-four (24) months, and laser eye correction surgery. The vision care coverage maximum will be increased to three hundred and forty dollars (\$340) per person every twenty-four (24) month period.

Effective April 1, 2009, the Supplementary Health and Hospital Plan shall provide for the reimbursement of the cost of one routine eye examination every twenty-four (24) months independent of the vision care maximum.

Effective January 1, 2010, the employer agrees to pay 100% of the monthly premiums for vision care and hearing aid coverage under the Supplementary Health and Hospital Plan.

(NEW)

67.7 Effective January 1, 2009, the employee's share of the annual Employment Insurance (EI) rebate will be redirected by the Employer towards offsetting the cost of the benefits contained in this Agreement.

ARTICLE 68 - DENTAL PLAN

BENEFITS

- 68.1.1 This plan provides for basic dental care equivalent to the Blue Cross Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, X-rays, preventive services such as scaling, polishing and fluoride treatments, fillings, extractions and anaesthesia services. This plan also includes benefits equivalent to Rider 1 of the Ontario Blue Cross as additions to the basic dental plan and includes such items as periodontal services, endodontic services and surgical services, as well as prosthodontic services necessary for relining, rebasing or repairing of an existing appliance (fixed bridgework, removable partial or complete dentures).

Effective June 1, 2002 and until December 31, 2008, the dental coverage includes a one hundred dollar (\$100) single or family deductible per calendar year.

Effective January 1, 2009, the dental coverage includes a fifty dollar (\$50) single or family deductible per calendar year.

Effective June 1, 2002 dental recall coverage is extended from six (6) to nine (9) months except for dependent children twelve (12) and under.

Effective June 1, 2002, coverage does not include fluoride treatment for adults.

Effective April 1, 2009, the dental coverage includes pit and fissure sealant for dependent children aged six (6) to eighteen (18) years.

- 68.3 Effective June 1, 2002, this plan includes services relating to major restorative, with benefits equivalent to Rider 4 of the Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance. The employee shall pay the cost of the dental care directly and the carrier shall reimburse the employee fifty percent (50%) based on Article 68.1.2(a), up to a maximum benefit of twelve hundred dollars (\$1200) per year for the insured employee and each eligible dependent.

Effective January 1, 2010, the maximum benefit for major dental services will be increased to two thousand dollars (\$2,000) per year for the insured employee and each eligible dependent. The co-insurance will remain at fifty/fifty (50%/50%).

ARTICLE 69 - WORKPLACE SAFETY AND INSURANCE

- 69.4 Where an employee receives an award under the *Workplace Safety and Insurance Act*, and the award applies for longer than the period set out in Article 69.2 (i.e. three (3) months), the Employer will continue subsidies for Basic Life, Long Term Income Protection, Supplementary Health and Hospital and the Dental Plans for the period during which the employee is receiving the award. The Employer shall continue to make the Employer's pension contributions unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's pension contributions.

15. SUPPLEMENTARY AND DEPENDANT LIFE INSURANCE

Amend Article 38 and Article 66 as follows:

ARTICLE 38 – SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE

- 38.3 Supplementary Life Insurance will terminate at the end of the calendar month in which the employee ceases to be a civil servant. *(rest of 38.3 deleted)*

38.4.2 Dependent Life Insurance will terminate at the earlier of the end of the calendar month in which the employee ceases to be a civil servant or the date a dependent ceases to be an eligible dependent. *(rest of 38.4.2 deleted)*

ARTICLE 66 – SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE

66.3 Supplementary Life Insurance will terminate at the end of the calendar month in which the employee ceases to be a civil servant. *(rest of 66.3 deleted)*

66.4.2 Dependent Life insurance will terminate at the earlier of the end of the calendar month in which the employee ceases to be a civil servant or the date a dependent ceases to be an eligible dependent. *(rest of 66.4.2 deleted)*

16. LONG TERM INCOME PROTECTION

Amend Article 42 and Article 70 as follows:

ARTICLE 42 - LONG TERM INCOME PROTECTION

42.2.1 (a)Effective January 1, 1992 and until December 31, 2009, the L.T.I.P benefit is sixty-six and two-thirds percent (66 2/3%) of an employee's gross salary at the date of disability, including any retroactive salary adjustment to which the employee is entitled.

Effective January 1, 2010, the L.T.I.P. benefit is sixty-six and two-thirds percent (66 2/3%) of the employee's gross salary at the first date of eligibility to receive L.T.I.P. benefits, including any retroactive salary adjustment to which the employee is entitled.

(NEW)

42.2.1 (g) Effective January 1, 2009, the L.T.I.P. benefit an employee was receiving on December 31, 2008 shall be increased for each employee by an amount equal to 1.75% of such amount, and on January 1, 2010, the amount the employee was receiving on December 31, 2009 shall be increased by a further 2.0%, and on January 1, 2011, the amount the employee was receiving on December 31, 2010 shall be increased by a further 2.0%, and on January 1, 2012, the amount the employee was receiving on December 31, 2011 shall be increased by a further 2.0%.

ARTICLE 70 - LONG TERM INCOME PROTECTION

70.2.1 (a)Effective January 1, 1992 and until December 31, 2009, the L.T.I.P benefit is sixty-six and two-thirds percent (66 2/3%) of an employee's gross salary at the date of disability, including any retroactive salary adjustment to which the employee is entitled.

Effective January 1, 2010, the L.T.I.P. benefit is sixty-six and two-thirds percent (66 2/3%) of the employee's gross salary at the date that the carrier deems to be the effective date on which the employee is entitled to receive L.T.I.P. benefits, including any retroactive salary adjustment to which the employee is entitled.

(NEW)

70.2.1 (g) Effective January 1, 2009, the L.T.I.P. benefit an employee was receiving on December 31, 2008 shall be increased for each employee by an amount equal to 1.75% of such amount, and on January 1, 2010, the amount the employee was receiving on December 31, 2009 shall be increased by a further 2.0%, and on January 1, 2011, the amount the employee was receiving on December 31, 2010 shall be increased by a further 2.0%, and on January 1, 2012, the amount the employee was receiving on December 31, 2011 shall be increased by a further 2.0%.

17. HOLIDAYS

Amend Article 47 and Article 73 as follows:

ARTICLE 47 - HOLIDAYS

47.1 An employee shall be entitled to the following paid holidays each year:

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

Any special holiday as proclaimed by the Governor General or Lieutenant Governor.

ARTICLE 73 - HOLIDAY PAYMENT

73.1.1 An employee shall be entitled to a paid holiday each year on each of the following days which fall on a day that is a regularly scheduled work day for the employee:

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

Any special holiday as proclaimed by the Governor General or the Lieutenant Governor.

18. PAY-IN-LIEU OF HOLIDAY

OPSEU agrees to withdraw the existing policy grievance regarding Family Day pay in lieu entitlements for unclassified and seasonal employees.

Amend Article 31 and Article 32 as follows:

ARTICLE 31A.5 – HOLIDAYS

31A.5.1 **Four and six tenths percent (4.6%)** of gross pay, not including vacation pay, shall be added to the employee's regular pay to compensate for the holidays as defined in Article 47 (Holidays). When the employee is required to work on any of these holidays, he or she shall be paid two (2) times his or her basic hourly rate for all hours worked in addition to the **four and six tenths percent (4.6%)**. However, where the employee's equivalent civil service classification is in Schedule 6, the employee shall receive his or her regular day's

pay when required to work on such a holiday in addition to the four and six tenths percent (4.6%).

(NEW)

31A.6.2 The entitlements under 31A.5.1 and 31A.6.1 shall not be compounded.

ARTICLE 32 – SEASONAL EMPLOYEES

(NEW)

32.13.2 The entitlements under 32.14.1 and 32.13.1 shall not be compounded.

32.14.1 Four and six tenths percent (4.6%) of gross pay, not including vacation pay, shall be added to the employee's regular pay to compensate for the holidays as defined in Article 47 (Holidays). When the employee is required to work on any of these holidays, he or she shall be paid two (2) times his or her basic hourly rate for all hours worked in addition to the four and six tenths percent (4.6%). However, where the employee's equivalent civil service classification is in Schedule 6, the employee shall receive his or her regular day's pay when required to work on such a holiday in addition to the four and six tenths percent (4.6%).

19. BEREAVEMENT LEAVE

Amend Articles 31, 32 and 33 as follows:

ARTICLE 31 - UNCLASSIFIED EMPLOYEES OTHER THAN SEASONAL, STUDENT AND GO-TEMP EMPLOYEES

31A.10 BEREAVEMENT LEAVE

31A.10.1 An unclassified employee who would otherwise have been at work shall be allowed up to three (3) days leave of absence with pay in the event of the death of his or her spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, guardian, stepson, step-daughter, stepmother, stepfather, step-grandparent, step-grandchild or same-sex spouse.

ARTICLE 32 – SEASONAL EMPLOYEES

32.15 BEREAVEMENT LEAVE

32.15.1 A seasonal employee who would otherwise have been at work shall be allowed up to three (3) days leave of absence with pay in the event of the death of his or her spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, guardian, stepson, step-daughter, stepmother, stepfather, step-grandparent, step-grandchild or same-sex spouse.

(NEW)

32.15.2 In addition to the foregoing, an employee shall be allowed up to two (2) days' leave of absence without pay to attend the funeral of a relative listed in Articles 48.1 and 48.2 if the location of the funeral is greater than eight hundred kilometres (800 km) from the employee's residence.

ARTICLE 33 - STUDENTS

(NEW)

33.7 A student who has completed three (3) consecutive months of work will be eligible for bereavement leave pursuant to Article 32.15.1.

20. UNCLASSIFIED MERIT PROGRESSION

Amend Article 31 as follows:

31A.2.2 An **(full-time)** unclassified employee covered by Article 31A shall be entitled to the same provisions regarding progression through the salary range and retroactivity of salary revisions as those agreed upon for the Bargaining Unit to which they correspond.

(NEW)

31A.2.3 For the purpose of Article 31A.2.2, an employee shall progress through the salary range upon the completion of a minimum of one thousand seven hundred and thirty-two and three quarter (1,732.75) straight-time hours or one thousand nine hundred and twelve (1,912) straight-time hours, as applicable, including authorized leaves of absence.

21. UNCLASSIFIED ATTENDANCE CREDITS

Amend Article 31 and Article 32 as follows:

31A.8 ATTENDANCE CREDITS AND SICK LEAVE

31A.8.1 Employees who work thirty-six and one-quarter (36¼) or forty (40) hours per week shall earn attendance credits of one and one-quarter (1¼) days for each calendar month of full attendance or for each calendar month of leave of absence granted under Article 31A.9 (Pregnancy and Parental Leave). Attendance credits may be used for protection purposes only in the event that an employee is unable to attend to his or her official duties by reason of illness or injury. However, accumulated attendance credits earned prior to April 1, 1978 may be transferred to the Classified Service when the appointment to the Classified Service is made from continuous, unbroken, full-time Unclassified Service.

For clarity, where an unclassified employee uses an attendance credit the hours covered by that credit will be counted as 'attendance' for the purposes of this Article.

32.16 ATTENDANCE CREDITS AND SICK LEAVE

32.16.1.1 A seasonal employee shall earn attendance credits of one and one-quarter (1¼) days for each calendar month of full attendance or for each calendar month of leave of absence granted under Article 32.19 (Pregnancy and Parental Leave). Attendance credits may only be used for income protection purposes in the event that an employee is unable to attend to his or her duties by reason of illness or injury.

For clarity, where a seasonal employee uses an attendance credit the hours covered by that credit will be counted as 'attendance' for the purposes of this Article.

22. REPORTING PAY

Amend Article 31 as follows:

31A.4 REPORTING PAY

31A.4.3 Article 31A.4 shall not apply where the employee has been notified, at least **two (2) hours** prior to his or her scheduled starting time, not to report for work.

23. SPECIAL / COMPASSIONATE LEAVE FOR SEASONAL EMPLOYEES

Amend Article 32 as follows:

32.21 OTHER APPLICABLE ARTICLES

32.21.1 The following articles of the Central Collective Agreement shall also apply to seasonal employees: 1, 2, 3, 4, 5, 6.1, 6.3, 6.4, 8, 9, 13, 14, 15, 16, 21, 22, 23, 24, 27, 28, 45, 49 and 80.

24. TERMINATION PAYMENTS

Amend Article 53 and Article 78 as follows:

ARTICLE 53 - TERMINATION PAYMENTS

53.4.1 An employee,

(a) who has completed a minimum of one (1) year of continuous service and who ceases to be an employee because of:

(1) death,

(2) retirement pursuant to,

(a) section 17 of the *P.S.A.*, or

(b) Articles 8.4, 8.6, 9, 10.1, 10.2, 10.3 or 17 of the OPSEU Pension Plan and who is found by the OPSEU Pension Trust to be unable to perform his or her duties by reason of mental or physical incapacity and whose service is terminated in circumstances under which he or she is not entitled to a disability pension; or

(3) release from employment under section 22 (4) of the *P.S.A.*, or

(4) resignation during the surplus notice period; or

(b) who has completed a minimum of five (5) years of continuous service and who ceases to be an employee for any reason other than:

(1) dismissal for cause under section 22 of the *P.S.A.*, or

(2) abandonment of position under section 20 of the *P.S.A.*

is entitled to severance pay for continuous service from and after April 1, 1978, equal to one (1) week of salary for each year of continuous service from and after April 1, 1978.

(NEW)

53.4.2 Notwithstanding Article 53.4.1, an employee who voluntarily resigns is only entitled to termination payments for services accrued up to December 31, 2008.

ARTICLE 78 - TERMINATION PAYMENTS

78.1.1 An employee who has completed a minimum of

(a) one (1) year of service and who ceases to be an employee because of,

(1) death,

(2) retirement pursuant to,

(a) section 17 of the *Public Service Act (P.S.A)*, or

- (b) Articles 8.4, 8.6, 9, 10.1, 10.2, 10.3 or 17 of the OPSEU Pension Plan and who is found by the OPSEU Pension Trust to be unable to perform his or her duties by reason of mental or physical incapacity and whose service is terminated in circumstances under which he or she is not entitled to a disability pension; or
- (3) release from employment under section 22(4) of the *P.S.A.*, or
- (4) resignation during the surplus notice period; or
- (b) five (5) years service and who ceases to be an employee for any reason other than:
 - (1) dismissal for cause under section 22 of the *P.S.A.*, or
 - (2) abandonment of position under section 20 of the *P.S.A.*

is entitled to severance pay equal to that portion of a week's pay represented by the ratio of his or her weekly hours of work to full-time employment, for each year of continuous service.

(NEW)

78.1.2 Notwithstanding Article 78.1.1, an employee who voluntarily resigns is only entitled to termination payments for services accrued up to December 31, 2008.

25. APPENDIX 15 UNCLASSIFIED EMPLOYEES

Delete Appendix 15 and replace with new Letter of Understanding as follows:

APPENDIX 15

Date of Ratification
UNCLASSIFIED EMPLOYEES

Letter of Understanding

Mr. Brian Gould, Chief Negotiator
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Unclassified Category of Employee

Dear Mr. Gould,

The Parties agree that it is mutually beneficial to promote a workplace that provides work stability, opportunity and a commitment to deliver quality public services. With this in mind, it is in our common interest to address labour relations issues in a manner that places the emphasis on creative problem solving that leads to mutually beneficial solutions. Given that the use of a temporary workforce is an issue of importance to the union and the parties have recently worked together to improve opportunities for temporary workers in the OPS, it is in our mutual best interest to continue constructive dialogues on this matter.

The Parties also agree on the importance of retaining and promoting a skilled and adaptable workforce. It is therefore agreed that individual MERCs will work cooperatively to explore opportunities that will reduce the use of unclassified workers or transition unclassified employees to classified service. This will be achieved through a regular review of unclassified usage and meaningful discussion that is aimed at identifying prospects for reducing the size of the unclassified workforce.

David Logan
Assistant Deputy Minister, Ministry of Government Services
HROntario

26. ONTARIO INTERNSHIP PROGRAM

Amend Appendix 19 as follows:

APPENDIX 19

Date of Ratification
ONTARIO INTERNSHIP PROGRAM

MEMORANDUM OF AGREEMENT

between

THE CROWN IN RIGHT OF ONTARIO
(MANAGEMENT BOARD OF CABINET)

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

Preamble:

The Province of Ontario has introduced a Corporate Internship Program to support the goals of the *Human Resource Strategy for the Ontario Public Service (OPS)*.

Each year, based on the needs of the organization, the **Ministry of Government Services (MGS)** will review and identify key skill areas where recruitment should be focused. Positions will be assigned to a specific occupational group where there is an identified skill shortage.

The internship program will provide each successful candidate with structured work experiences and learning opportunities through rotational assignments.

The internship program is not intended to adversely affect promotional, training and developmental opportunities of employees in the OPSEU bargaining unit.

The parties hereby agree as follows:

1. This agreement is intended to facilitate the implementation of the Corporate Internship Program within the OPS.
2. For the duration of this agreement the Crown will recruit for the Ontario Internship Program in total, up to one hundred and fifty (150) (with no obligation to reach this number) post secondary graduates each fiscal year. The nature of the work performed in the individual rotational assignment will determine whether the intern falls within the scope of OPSEU, AMAPCEO or Management/Excluded.
3. Interns will be hired by **MGS** on unclassified contracts for a period of up to two (2) years. Compensation will begin at the appropriate entry level rate for interns and reflect the developmental and training nature of the rotational assignments.
4. As training opportunities, the internship appointments will not be considered as vacant or new

positions which otherwise require posting in accordance with the collective agreement.

5. The Parties agree that Article 31A.15 of the Collective Agreement does not apply to the internship assignments or interns.
6. Interns will be entitled to apply to restricted competitions for twelve (12) months after the expiry of their final contract with the Ontario Internship Program. It is understood that the positions posted will have previously cleared surplus.
7. Each year, the Employer will advise OPSEU of the internship assignments that the Employer has identified as being excluded from the bargaining unit. Where new assignments are considered, the Employer will advise OPSEU in a timely manner.
8. The Employer agrees to report the total number of interns to the Central Employee Relations Committee (CERC) quarterly.
9. The Employer agrees to consult with OPSEU through the Central Employee Relations Committee on issues which arise through ~~(implementation and)~~ the operation of the Corporate Internship Program.
10. Internship assignments will not:
 1. Include the non-trivial work of an OPSEU employee in the work unit who has been designated surplus or an OPSEU position that has been abolished in a work unit within the preceding 24 months.
 2. Be in work units under pre-notice of layoff under Article 20A or Article 20B. When a pre-notice occurs within the work unit, any intern in the work unit will be reassigned.
 3. Substitute for the recruitment of an OPSEU position.
 4. Adversely affect direct assignment/recall opportunities of employees in the bargaining unit.
- 11.1.1 Disputes that arise respecting this agreement and the exclusion of internship assignments shall be resolved by mediation/arbitration in an expeditious and informal manner without prejudice. The mediator/arbitrator shall have all powers of an arbitrator under the Crown Employees Collective Bargaining Act.
- 11.2 The parties shall appoint a mediator / arbitrator from the following list:
 - Ken Petryshyn
 - Loretta Mikus
 - Deborah Leighton
- 11.2.1 If the parties are unable to settle the dispute in mediation, the mediator/ arbitrator shall endeavour to assist the parties to agree upon the material facts in dispute and then shall determine the dispute by arbitration.
- 11.2.2 When determining the dispute, the mediator/arbitrator may limit the nature and the extent of evidence and submissions and may impose such conditions that he or she considers appropriate.
- 11.2.3 The mediator/arbitrator shall be requested to make a decision within five days, but no later than ten (10) days after completing proceedings on the dispute submitted to arbitration.
- 11.3 The fees and expenses of the mediator/arbitrator shall be divided equally among the parties.
12. The term of this agreement shall continue from the date of signing until the expiry of the OPSEU Collective Agreement.

Signed at Toronto, Ontario this day of 2008.

For the Union:

For the Employer:

27. COURT SUPPORT SERVICES

Amend Appendix 32 as follows:

APPENDIX 32

Date of Ratification
COURT SUPPORT SERVICES

MEMORANDUM OF AGREEMENT

between

THE CROWN IN RIGHT OF ONTARIO
(represented Ministry of Government Services)
(hereinafter referred to as “the Employer”)

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter referred to as “the Union”)

Re: Flexible Part-time staff

WHEREAS:

The parties recognize that the majority of irregularly scheduled court support staff employed by the Ministry of Attorney General are not regular part-time (RPT) as defined in the Collective Agreement, and,

The parties recognize and value the service and contribution of the court support staff, and,

The parties have a mutual interest in maintaining flexible part-time (FPT) classified positions in order to better attract and retain skilled, trained and experienced employees, and,

The parties have engaged in joint efforts to facilitate the establishment of this new flexible, part-time model which confers classified status and overall, the key stakeholders including managers, employees and the Ministry Employee Relations Committee, are supportive of the initiative,

NOW THEREFORE, without prejudice or precedent to any other matter, the parties agree to the following:

1. APPLICATION

This Memorandum of Agreement (hereinafter referred to as the “Agreement”) applies to irregularly scheduled classified court support staff (hereinafter referred to as “employees” or “courtroom staff”) employed by the Court Services Division of the Ministry of the Attorney General. These employees

include Court Clerks, Court Registrars, Court Monitors, Court Reporters, Court Service Officers, Court Service Specialists and Court Interpreters.

2. PRINCIPLES

The parties agree that:

- a) Employees will be assigned work as follows:
 - i) The employer recognizes that the primary work of courtroom staff will be working in the courtroom as described in their job specifications.
 - ii) In accordance with Article 2 of the Collective Agreement recognizing management's right to assign work, the employer will assign work to courtroom staff that supports the overall administration of the courts. This work will be both inside and outside the courtroom as needed. Such assignment of work will have no adverse impact on full-time classified court office staff.
- b) Subject only to the specific provisions in the Collective Agreement, the Ministry may continue to hire and use unclassified employees in the courts as required in accordance with operational need. The parties further agree that the contents of this Memorandum are not in any way intended to alter the commitments in the Collective Agreement with respect to the reduction of the unclassified workforce. Further, the Employer agrees that the contents of this Memorandum are not intended to result in increased usage of unclassified employees nor to reduce the work of classified employees.

3. HOURS CATEGORIES AND ASSOCIATED PAYMENT PROVISIONS

- a) Flexible Part-time (FPT) employees shall be assigned to one of two minimum annual hours categories as follows:
 - Category 1: a minimum of 1000 hours per annum;
 - Category 2: a minimum of 1500 hours per annum;
- b) The employer maintains the right to schedule employees beyond the minimum hours for category 1 and 2 above.
- c) For each annual hours category, each FPT employee will receive consistent bi-weekly pay based on the minimum weekly hours for their category. In addition, pay for hours worked in excess of the minimum weekly hours up to 36.25 hours per week will be paid on the bi-weekly pay at the regular hourly rate. For clarity, all hours worked by employees regardless of pay rate, shall be counted as hours worked towards the accrual of minimum category hours.
- d) All authorized hours worked by flexible part-time employees in excess of 36 ¼ hours per week will be paid at the time and one half (1 ½) rate within two months of the pay period within which the overtime was actually worked.
- e) In addition to the minimum number of hours provided in an employee's assigned annual hours category, any authorized hours worked up to ten percent (10%) above the employee's assigned annual hours category ("overtime hours") will be paid at straight time rates. FPT employees will receive additional compensation at one-half (1/2) the Employee's straight time rate for authorized hours worked in excess of the assigned annual hours category plus 10 percent (10%) overtime, less any hours already paid at the overtime rate per paragraph 3(d) above. For clarification, calculations for the purpose of determining additional compensation in accordance with this section will be based on the calendar year the hours were worked and be done at the end of the averaging period. For example:
 - 1000 hour category FPT employee works a total of 1300 hours in a year;
 - Of those 1300 hours, 100 (or 10% of 1000) are overtime hours and therefore will have been paid at straight time rate;

- Of the remaining 200 hours, 70 were already paid at the overtime rates as they were hours worked in excess of 36 ¼ hours in a week per 3(d) above;
 - Of the remaining 130 hours which were already paid at the straight time rate, the employee would receive an additional 50% of their hourly rate for those 130 hours.
- f) Where an employee reports for work at his or her scheduled starting time and work is not available, or the work is less than two (2) hours, he or she shall receive two (2) hours' credit towards his or her annual assigned hours.

This shall not apply where the employee has been notified, at least two (2) hours prior to his or her scheduled starting time, not to report for work.

Where the employee has been directed to return to work on the same day and there is no work or less than two (2) hours of work, he or she shall receive an additional two (2) hours' credit towards his or her annual assigned hours.

Where the Employer is unable to post work schedules for the following week by Friday at noon, then the Employer shall notify employees of their work schedule as soon as practical. For clarity, for the purposes of this article, a week is defined as Monday through Sunday.

- g) The employer will make reasonable efforts subject to operational feasibility to ensure employees are scheduled to work the minimum annual hours for their category. Where an employee does not work his/her minimum annual hours threshold, his/her deficit hours will be carried over to the next calendar year for recovery. Deficit hours will be recovered from any hours worked above the employee's weekly threshold and before any hours in excess of the weekly minimum hours are paid.
- h) The parties further agree that these terms are independent of any entitlements individuals may have under Article 73 – Holiday Payment of the Collective Agreement.

4. APPLICABLE COLLECTIVE AGREEMENT PROVISIONS

- a) The following terms of the Collective Agreement apply to Flexible Part-time courtroom staff of the Ministry of the Attorney General: Articles 1, 2, 3, 4, 5, 6.3, 8, 13, 14, 15, 16, 17, 18.1(c), 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 45, 56.4, 60, 64, 65, 66, 67, 68, 69, 72, 74, 75, 76, 77, 78, 79, 80, UN6, UN7, UN9, UN11, UN15 and Appendices 9, 13, 17 and 18.
- b) The following provisions of the Collective Agreement are agreed to, as amended (and subject to the modifications set out below in paragraph 4(c) of this Memorandum of Agreement), as applying to the Flexible Part-time staff of the Ministry of the Attorney General: Articles 56, 57, 61, 62, 63.2, 70, 71, 72, 73 and Appendices 10 and 14.
- c) The parties agree to the application of the following definitions to those items agreed to and identified in paragraph 4(b) above:
- (i) "Salary" shall mean earnings from weekly hours of work;
 - (ii) "Weekly rate of pay" shall be calculated as the basic hourly rate multiplied by the applicable pro-rated weekly hours of work;
 - (iii) "Weekly hours of work" shall be the average weekly hours prorated from the annual hours category;
 - (iv) Wherever the phrase "regular part-time employee" appears, it shall be replaced with the phrase "flexible part-time employee" and this applies to the plural as well as singular;
 - (v) For the purposes of accrual and usage of sick leave and vacation leave credits and for the usage of all applicable paid leave provisions, a "day" shall be prorated from each annual hours of work category as follows:
 - Category 1 (1000): 3.83 hours;
 - Category 2 (1500): 5.74 hours.

- d) The parties agree that article UN12.1.1 is amended to read as follows and shall apply to Flexible Part-time staff of the Ministry of the Attorney General:
An employee who continues to work past 6pm without notification 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.
- e) Flexible part time employees who work on a day designated in lieu of a holiday as per Article 47.2 of the Central Collective Agreement will be compensated at two (2) times the employee's current salary rate for hours worked on that day. This provision will not apply if the employee is scheduled to work on the Holiday as outlined in Article 73.1.1. This section shall not apply to Flexible Part-time employees who withdraw from benefits as outlined in Section 5 below, however, those employees will continue to be entitled to the provisions of Article 31A.5 of the collective agreement in accordance with that Section. In no case, will an employee be entitled to receive compensation at the two (2) times rate for hours worked on both the holiday and the day designated in lieu of the holiday.
- f) No other provisions of the Collective Agreement other than those included in this Memorandum of Agreement shall apply to Flexible Part-time staff of the Ministry of the Attorney General.

5. BENEFITS

- a) For the purpose of insured benefits cost shared between the employer and the employee, the parties agree where employees participate in those plans, the premiums will be cost shared on the following basis:
- Category 1 (minimum of 1000 hours per annum)
Employer shall pay fifty percent (50%) and the employee shall pay fifty percent (50%)
 - Category 2 (minimum of 1500 hours per annum)
Employer shall pay eighty percent (80%) and employee shall pay twenty percent (20%).
- b) The parties agree that all Flexible Part-time employees on the date of hire may elect in writing to withdraw from all of the benefits provided in articles 64 through 78 inclusive of the Collective Agreement, as applicable to these employees pursuant to paragraphs 4(a) and (b) above.
- c) Notwithstanding Article 31A.1 of the Collective Agreement, employees who elect to withdraw from benefits as per paragraph 5 (b) above, shall be entitled to the following provisions of the Collective Agreement:
1. Article 31A.5: Holidays - 4.6% of gross pay in lieu of compensation for holidays.
 2. Article 31A.6: Vacation Pay: 4% of gross pay in lieu of vacation leave with pay.
 3. Article 31A.7: Benefits Percent in Lieu: 6% of basic hourly rate in lieu of all employee benefits.
 4. Article 31A.9: Pregnancy and Parental Leave
 5. Articles 31A.10, 48.3: Bereavement Leave
 6. Article 49: Special and Compassionate Leave
- d) For all current and future Flexible Part-time employees who opt to receive benefits, they shall be entitled to all benefits as per Part C of the Collective Agreement and as applicable to these employees pursuant to paragraphs 4(a) and (b) above.
- e) Employees may re-elect as per paragraph 5(b) above during December of the third year following the date of their previous election or within 31 days of the date of appointment to a position in a different annual hours category. Group insured benefits coverage for employees who re-elect coverage under the above terms will become effective as follows:
- i) On January 1 of the year following an election submitted in December; and

- ii) On the first day of the month following the date the ministry receives notice of election, for employees who re-elect within 31 days of appointment to a position in a different hours category.

6. COURT SERVICES SPECIALISTS

All FPT employees who are in the position of Court Services Specialist shall be paid according to the classification for the highest level job function they perform within that position. For example, if a Court Services Specialist works as both a Court Clerk & Registrar and a Court Services Officer, he/she will be paid at the OAG-8 level as a Court Clerk & Registrar.

7. DURATION AND RENEWAL

This Agreement shall be effective as of the date of ratification of the Collective Agreement, and shall have no retroactive effect.

It is understood that this agreement shall be considered part of the Collective Agreement.

28. SURPLUS FACTOR 80 PROGRAM

General Intention: Eligible employees may only access Surplus Factor 80 if they have not been matched or refused a match under Article 20B.3, 20B.8, or 20B.12, or have not been able to displace or refused a displacement under Article 20B.4.

Replace Appendix 17 with new Letter of Understanding as follows:

APPENDIX 17

Date of Ratification
EXPIRATION FACTOR 80 PROGRAM

LETTER OF UNDERSTANDING

between

THE CROWN IN RIGHT OF ONTARIO
(MANAGEMENT BOARD OF CABINET)

"the Employer"

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

"the Union"

IN THE MATTER OF:
Factor 80 Program

It is agreed that the Factor 80 Program will be extended to December 31, 2012 for eligible employees. To be eligible, the employee must have been laid off before December 31, 2012:

because he or she had not been assigned to a permanent position within his or her six month notice period subject to and in accordance with Article 20.B.3 (Redeployment) or because he or she had accepted and was assigned into a temporary vacancy in accordance with Article 20.B.8 (Temporary Vacancies), but had not obtained an assignment to a permanent vacancy within his or her notice period;

AND

because, failing Redeployment to a permanent assignment, he or she has exhausted all of his or her displacement rights pursuant to Article 20.B.4 (Displacement);

AND

if applicable, because, failing Redeployment and Displacement, he or she had accepted an available conditional assignment, but the Employer determined that the employee did not meet the qualifications for the position after retraining during the notice period pursuant to Article 20.B.12 (Conditional Assignments).

The Plan sponsors agree to take steps to amend the OPSEU Pension Plan in an expeditious manner to provide for the extension of the Factor 80 window for those employees as described herein. This arrangement meets the requirements of the OPSEU Pension Plan, including compliance with legislation governing the OPSEU Pension Plan. This arrangement is contingent on Revenue Canada approval.

The Employer confirms that any costs arising out of the extension of the Surplus Factor 80 program to the employees covered by this collective agreement shall be exclusively borne by the Employer. No costs shall accrue to the members' share of the fund as a result of the extension of the Surplus Factor 80 program to December 31, 2012.

ADD:

20B.2.6 An employee who requests to voluntarily exit and accepts pay in lieu of notice under this Article shall forfeit any entitlements under the Surplus Factor 80 program, if any, pursuant to Appendix 17 (Factor 80 Program).

(E and OE)

29. ENHANCED SEVERANCE AND PENSION BRIDGING

Renew and Amend Appendix 9 to expire on December 31, 2012.

30. FLEXIBLE HOURS OF WORK ARRANGEMENTS

Add new Appendix as follows:

(NEW) APPENDIX

Date of Ratification

FLEXIBLE HOURS OF WORK ARRANGEMENTS

LETTER OF UNDERSTANDING

Flexible hours of work arrangements are defined as when the start and/or stop times for the employee are outside of a designated core period.

Whereas the parties agree that flexible hours of work arrangements can be an effective method of assisting employees to balance work and personal responsibilities as well as achieving organizational objectives, the parties agree to the following:

- 1) Hours of work shall be arranged to best serve the convenience of the public and the achievement of operational needs.
- 2) The parties recognize that there may be instances where flexible hours of work arrangements may not be a viable method of arranging schedules to meet operational requirements. Further, the parties agree that it is critical to, at a minimum, adhere to common service standards.
- 3) Local Employee Relations Committees may enter into a review process on the feasibility of incorporating flexible hours of work arrangements in the workplace.
- 4) Should the workplace not have a Local Employee Relations Committee, the Ministry Employee Relations Committee may review the feasibility of incorporating a flexible hours of work arrangement in the workplace.
- 5) When the employer cancels or amends a flexible hours of work arrangement, they shall provide notice to the affected employee(s) in writing at least one (1) month prior to the cancellation or amendment.
- 6) The parties recognize that the Employer has the right to deny, alter or cancel flexible hours of work arrangements. The Employer's exercise of discretion pursuant to this letter shall not be grievable.

Dated this ____ day of _____, 2008 in Toronto, Ontario

31. INTERNATIONALLY TRAINED PROFESSIONALS

Add new Appendix regarding Internationally Trained Professionals as follows:

(NEW) APPENDIX

Date of Ratification

INTERNATIONALLY TRAINED PROFESSIONALS

MEMORANDUM OF AGREEMENT

Between

The Crown in Right of Ontario
(Ministry of Government Services)
"the Employer"

and

Ontario Public Service Employees' Union
"the Union"

Re: Internationally Trained Professionals

WHEREAS the Employer has established an internship program in the Ontario Public Service (OPS) for internationally trained professionals in order to help skilled immigrants gain relevant paid Canadian experience in their fields and to enable them to become productive members of Ontario's labour market;

AND WHEREAS the Union is supportive of initiatives that further diversify the demographics of the workplace in Ontario;

NOW THEREFORE the parties agree as follows:

1. The Employer shall have a maximum number of internship placements at any one time in the OPS for internationally trained professionals as follows:
 - i. January 1, 2009: 175
 - ii. January 1, 2010: 200
2. Each placement shall be for a period of six (6) months.
3. The Employer shall notify the Union of placements semi-annually. This information shall be reported to the Union.
4. The nature of the work performed in each placement shall be special project work and will not be considered as vacant or new positions which otherwise require posting in accordance with the collective agreement, or a substitute for the recruitment of positions in the OPSEU bargaining unit. It is further understood that this work is not a substitute for or a replacement of the work of the OPSEU bargaining unit.
5. This program will not adversely affect promotional, training and development opportunities of employees in the OPSEU bargaining unit.
6. It is understood that the individual participants/interns are not Crown Employees, and as such, have no rights and entitlements pursuant to the Collective Agreement.
7. Participants of the internship program are eligible to apply to restricted job competitions within the Ontario Public Service throughout the duration of their six (6) month placements. It is understood that the positions posted will have previously cleared surplus.
8. In advance of the placement of a participant in the program, the local manager will contact the local Union President and Union steward of the area and advise them of the functions being performed by the participant.

Dated at Toronto this ____ day of _____, 2008.

For the Union:

For the Employer:

32. LEARN AND WORK PROGRAM

Add new Appendix regarding Learn and Work Program as follows:

(NEW) APPENDIX

Date of Ratification

LEARN AND WORK PROGRAM

MEMORANDUM OF AGREEMENT

BETWEEN

THE CROWN IN RIGHT OF ONTARIO
(MANAGEMENT BOARD OF CABINET)
“the Employer”

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)
“the Union”

IN THE MATTER OF:

OPS Learn and Work Program for Youth Ages 16 – 19

The Employer and the Union herewith agree that:

1. The Employer shall identify schools during each school year to deliver a joint specialized youth employment program targeting youth, ages 16 to 19, from priority communities who have demonstrated a need to be re-engaged in school and are now working towards completing high school diploma requirements. The selected schools and communities will be disclosed to the Union prior to student placement.
2. The program will provide up to ten (10) course credits and twenty-one (21) weeks of paid work experience with the Employer and/or Crown agencies. The length of the program is up to two (2) academic semesters. The Employer will identify suitable work placements in the OPS and/or Crown agencies governed by the collective agreement between Employer and the Union.
3. The wage rate paid to participants for the work experience portion of the program shall be the same as that paid to students in Special Employment Programs under Article 33 of the Central collective agreement.
4. The following articles of the Central collective agreement shall apply to participants in the program: 1, 2, 3, 4, 5.1, 22 and 80. No other articles shall apply.
5. A specialized co-operative education teacher of this program will be hired to work with the Employer to select the participants, support them through interviews and work placements, lead the classroom-based course work and provide follow-up support (partnering with the Ministry of Training Colleges and Universities).
6. The nature of the work performed in the program shall be special project work, and will not be considered as vacant or new positions which otherwise require posting in accordance with the collective agreement, or a substitute for the recruitment of positions in the OPSEU bargaining unit.

This program is not intended to adversely affect promotional, training and developmental opportunities of employees in the OPSEU bargaining unit or to provide replacements or substitutes for existing OPSEU members. Participants in the program will not perform work that is normally performed by members of the Unified or Correctional bargaining units or work that is the subject of a grievance by the Union within the parameters of the bargaining unit integrity dispute resolution protocol.

7. The Employer will provide to OPSEU the job descriptions of the students, together with their work locations and names of on-site placement supervisors and/or managers. These jobs will be consistent with the provisions set out in paragraph 6 above and any disputes will be subject to the dispute resolution provisions of the collective agreement. It is understood that if OPSEU objects to a specific student placement based on the provision set out in paragraph 6 above, an alternative placement will be provided to the student until such time as the dispute is determined.

8. In advance of the placement of a participant in the program, the local manager will contact the local Union President and Union steward of the area and advise them of the functions being performed by the participant.

Signed this ____ day of _____, 2008 at Toronto, Ontario.

33. APPENDIX 34 CLASSIFICATION SYSTEM

Renew Appendix 34 to reflect that job evaluation process will be completed within the term of the new Collective Agreement (paragraph 9).

34. HOUSEKEEPING

- *Add the following definitions:*

DEFINITIONS

A "regular employee" is a public servant appointed under section 32 of the *Public Service of Ontario Act, 2006* other than for a fixed term.

"Regular Service" is that part of the Public Service composed of regular employees.

A "fixed term employee" is a public servant appointed under Part III of the *Public Service of Ontario Act, 2006* for a fixed term.

"Fixed Term Service" is that part of the Public Service composed of fixed term employees.

A "Regular part-time employee" is a regular part-time employee who has been appointed to the Regular Service.

A "Seasonal employee" is a public servant appointed under Part III of the *Public Service of Ontario Act, 2006* for a period of at least eight (8) consecutive weeks to an annually recurring full-time position in the Fixed Term Service in a ministry. For purposes of this definition full-time means a minimum of thirty-six and one-quarter (36 ¼) or forty (40) hours per week, as applicable.

- *For clarity, any reference to the "Ontario Public Service" or "public service" is equivalent to a reference to the "Regular Service" and the "Fixed Term Service" for the purposes of the Collective Agreement.*
- *Eliminate duplication of Appendices 15 and 33 (Appendix 33 to be deleted and Appendix 15 to be revised as agreed to in bargaining).*
- *Change index reference for "probationary period" from 31A.1.3 to 31A.13.*

- *Delete Appendix 26 from the Collective Agreement.*
- *Change reference for “Management Board Secretariat” to “Ministry of Government Services” in the following:*

Central Agreement

Use of the term “Management Board Secretariat”

Article 20.A.2.2	Page 36
Article 20.A.16.1	Page 47
Appendix 5	Page 184
Appendix 18 – title	Page 207
Appendix 19 – Preamble	Page 225
Appendix 21 – title	Page 229

Use of the term “MBS”

Appendix 18 – Schedule A Transfers	Page 223
Appendix 19 – Preamble	Page 225
Appendix 19, section 3	Page 226
Appendix 21, sections 5,7,8	Page 230

- *Remove references to Article 20A and all references to Article 20B to be revised to Article 20. Delete Appendix 14 (Interpretation of Article 20A.4.1 Displacement).*
- *Remove Article 30, Appendix 27 and all references to “Term Classified Employees” as follows:*

Table of Contents – 30 – Term Classified Employees
Table of Contents – App. 27 – Letter of Understanding – Term Classified Positions
Article 1.2.
Article 30
Appendix 6 – Same Sex Spouses – 1 st Addendum
Appendix 27 – Term Classified Positions

- *Article 70.3b will be changed to refer to Article 68.4 (Dental) instead of 68.3.1 (Dental).*
- *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”.

Use of the term “Public Service Act” or “P.S.A.”

Articles:

20.A.18.2

20.B.18.2

30.1

53.2 (b) (1)

53.2 (c)

53.3 (a) (2) (a)

53.3 (a) (3)

53.3 (b) (1)

53.3 (b) (2)

53.4 (a) (2) (a)

53.4 (a) (3)

53.4 (b) (1)

53.4 (b) (2)

53.6 (a)

53.6 (c)

72.12(a)

72.12 (c)

78.1 (a) (2) (a)

78.1 (a) (3)

78.1 (b) (1)

78.1 (b) (2)

78.3 (a)

78.3 (c)

Use of the word “Classified”

Table of Contents – Article 31A – Appointment to the Classified Service

Table of Contents – Article 31A – Conversion of Unclassified positions to Classified Positions

Articles:

1.2

1.5

6.1.1 (twice)

7.1.1

10.2.2 (twice)

10.3.2

18.1(a)

18.2

20A.8.2

20A.16.1

20B.8.2

20B.16.1

23.2.1

30 (title)

30.1 – 30.11

31A.8.1 (twice)

31A.13

31A.13.1 (twice)

31A.13.2 (twice)

31A.15 (title)

31A.15.1.1 (twice)
31A.15.1.2
31A.15.2
32.16.1.4(c)
34.2.1 (twice)
34.2.2
56.1.1 (twice)
58.1
Appendix 1 – Data File on Union Dues – 3rd paragraph
Appendix 6 – Same Sex Spouses – First Addendum
Appendix 12 - Student Wage Rates - #8 (three times)
Appendix 15
Appendix 18 – 1.0, 5.3, 6C.3.1
Appendix 21.4(i) – Enhanced Recruitment Initiative Programme
Appendix 25, 27
Appendix 32 Court Support Services (changes to be made to agreed upon Appendix)
Appendix 33

Use of the word “Unclassified”

Table of Contents – Appendix 15 – Letter of Understanding – Unclassified Employees
Table of Contents – Appendix 24 – Letter of Understanding – Seniority for Unclassified Employees in Correctional Institutions
Table of Contents – Appendix 25 – Letter of Understanding – Conversion of Part-time Unclassified Employees
Table of Contents – Appendix 26 – Letter of Understanding – Unclassified Employees – Salaries
Table of Contents – Appendix 33 – Letter of Understanding – Unclassified Employees

Articles:

1.2
18.1(b)
18.1 – last paragraph
20A.13.1(a)
20B.13.1(a)
23.2.1
31(title)
31A(title)
31A.1
31A.2.2
31A.7.1
31A.8.1
31A.15
31A.15.1.1
31A.15.1.2
31A.15.2 (twice)
31A.16.1
31A.16.2
32.2.1
33.1
33.3
34.1
Appendix 1 – Data file on Union Dues – 3rd paragraph
Appendix 15, 19 (3), 21(4)i
Appendix 24 – 27
Appendix 32 (preamble, Section 1 & 3)
Appendix 33

Use of the word “Crown Employee”

Articles:

50.1 (pg.110)
51.1.1 (pg.112)
76.1 (pg.143)
77.1.1 (pg.145)
Appendix 18
3.2.2.1 (211)
3.3.2 (211)

Use of the word “Civil Servant”

List of Contents (4x)

Table of Contents – Part B – Employee Benefits for Full-Time Civil Servants
Table of Contents – Part C – Regular Part-Time Civil Servants
Table of Contents – 54 – Application of Part C, Regular Part-Time Civil Servants
Table of Contents – 55 – Other Applicable Articles, Regular Part-Time Civil Servants

Articles:

18.1(c) (32)
18.2 (32, 33) (appears 7 times)
20A.15.1 (46)
20.B.15.1 (60)
31 (76)
31A.13.2 (79)
32.10.2 (85)
32.11.2 (86)
Part B title (91)
35.1 (91)
37.4 (92)
38.3 (93)
38.4.2 (94)
38.5 (94)
42.5 (103)
Part C title (118)
54 – title (118)
54.1 (118) appears 2x
55 – title (118)
55.1 (118)
55.2 (119)
57.1 (120)
57.2 (120)
61.1 (123)
63.1 (123)
65.4 (125)
66.3 (126)
66.4.2 (127)
66.5 (127)
70.2.1 (b) (135)
70.5 (137)
Appendix 18
1.0 (207) (twice)
2.1 (h) (210)

35. GUARANTEED UNRESTRICTED DEPOSIT ACCOUNT (NOT ATTACHED TO THE COLLECTIVE AGREEMENT)

MEMORANDUM OF AGREEMENT

Between

THE CROWN IN RIGHT OF ONTARIO

as represented by the Ministry of Government Services
(the "Employer")

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)
(the "Union")

IN THE MATTER OF:
GSB #2007-2604

Guaranteed Unrestricted Deposit Account (GUDA)

Without precedent and prejudice the parties hereto agree to the following terms as full and final settlement of all matters in dispute pertaining to the above-noted grievance concerning the employee or Employer Guaranteed Unrestricted Deposit Account (GUDA):

1. For the period of January 1, 2009 to April 30, 2009, the Employer agrees to extend the contribution holiday referable to those employees represented by OPSEU who are enrolled in the vision and hearing aid coverage and the supplemental and dependent life insurance plans. As a result, those employees will not be required to pay premiums for the aforementioned benefits for which they are enrolled from January 1, 2009 to April 30, 2009.
2. The parties further agree that those seasonal employees represented by OPSEU who previously enrolled in the vision and hearing aid coverage during their previous period of seasonal employment will be entitled to the contribution holiday reflected in paragraph 1 above upon re-enrolment.
3. The extension of the contribution holiday as outlined in paragraph 1 and 2 above, will be funded through the Employer portion of the Guaranteed Unrestricted Deposit Account (GUDA). It is estimated that the value of this contribution holiday is in excess of \$2,400,000.
4. The Employer further agrees to pay to the employee portion of the GUDA the amount of \$300,000 in satisfaction of any and all accrued interest and related liabilities relating to the GUDA. This amount is to be paid out of the Employer portion of the GUDA.
5. The parties agree and acknowledge that the payment stipulated in paragraph 4 above is in no way an admission of any liability, is entirely without any precedential value and shall not be relied upon by any party in any future proceedings.
6. This Memorandum of Settlement constitutes full and final settlement of any and all claims, complaints, grievances or actions whatsoever that the Union and its members have or may have against the Employer, its representatives, employees and officials whether under a Collective Agreement, statute, regulation, policy, contract or at law as a

result of or arising out of the employee or employer GUDA including the aforementioned grievance, to the date of this settlement.

7. In consideration of the above, the Union, by executing this Memorandum of Settlement acknowledges and hereby releases and forever discharges the Crown in Right of Ontario and the Employer, its servants, agents, directors of and from all actions, causes of action, claims, grievances, complaints and demands of every nature and kind arising out of, or as a result of or in any way related to the circumstances giving rise to this grievance including but not limited to all claims under the collective agreement, Public Service of Ontario Act, Human Rights Code and the Employment Standards Act as amended from time to time.
8. In further consideration of the above, the Union, by executing this Memorandum of Settlement acknowledges and hereby releases and forever discharges the Crown in Right of Ontario and the Employer, its servants, agents, directors of and from all actions, causes of action, claims, grievances, complaints and demands of every nature and kind arising out of, or as a result of or in any way related to the employee or employer GUDA including but not limited to the administration, operation, custody, investment and management, application, alterations, or funding of any of the accounts, to the date of this settlement.
9. The Union agrees the above noted grievance is hereby withdrawn.
10. The Parties agree that this settlement constitutes the entire agreement between the Parties and supersedes any and all prior oral or written agreements, arrangements or understandings between them. Notwithstanding the foregoing, the settlement dated June 5, 2007 in the GSB file # 2004-3505 continues to apply and the obligations under that settlement persist and are enforceable in accordance with its terms.
11. The parties agree that Vice-Chair Ken Petryshyn will remain seized of any dispute between them regarding the interpretation and enforcement of this Memorandum of Settlement.

Dated this _____ day of _____ in Toronto, Ontario.

For the Union:

For the Employer:

36. DEVELOPMENTAL SERVICES FACILITIES (NOT ATTACHED TO THE COLLECTIVE AGREEMENT)

MEMORANDUM OF AGREEMENT

Between

THE CROWN IN RIGHT OF ONTARIO
as represented by the Ministry of Government Services
(the "Employer")

-and-

THE MINISTRY OF COMMUNITY AND SOCIAL SERVICES
("The Ministry")

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)
(the "Union")

IN THE MATTER OF:

Union Grievance, OPSEU Number 2008-0999-0021

Further to the Memorandum of Agreement between the Crown in Right of Ontario, the Ministry of Community and Social Services and the Ontario Public Service Union (the "MOA") with regard to the pending closure of the Developmental Services Facilities (DS Facilities) dated August 2, 2007 and the related agreement outlined in the letter dated August 10, 2007 from Donna Holmes, Director, Employee Relations OPS and Brian Gould, Chief Negotiator OPSEU (the "Letter"), the parties further agree:

- A. The Employer agrees that \$351,814.02 (three hundred fifty-one thousand eight hundred fourteen dollars and two cents) will be made available to OPSEU in addition to the \$9.6M under Section F2 of the MOA and as described in the Letter.
- B. For clarity, the parties agree the addition of the \$351,814.02 to the fund does not impact on or amend the allocation of the fund as outlined in the Letter.
- C. The parties further agree that the Union Grievance, OPSEU Number 2008-0999-0021 dated May 30, 2008 will be settled in the following manner:
 1. Those employee's as per the attached Appendix "A" who had home positions at the DS Facilities, received surplus notices in October 2006, and would otherwise been entitled to Termination Supports under Section F (2) of the MOA and the Letter but for the fact they were no longer employed with the OPS as of the date of the MOA, will receive the allowance of \$338.58 for every completed year of service as per the MOA and Letter.
 2. Payments made to employees under this agreement will be made by the Ministry, to be administered in the same manner as under Section F (2) of the MOA.
 3. The parties agree that this settlement does not constitute an admission of wrongdoing or liability on the part of any of the parties.

The parties agree that this Agreement forms part of the Memorandum of Agreement dated August 2, 2007 and is binding on the parties.

Signed this _____ day of _____, 2008 at Toronto, Ontario.

For the Union:

For the Employer:

Appendix "A"

DS Facility Employees Receiving Surplus Notice in October 2006

Name	Continuous Service Date
Barnes, Leslie	17-Jan-1984
Daley, Doug	5-Oct-1987
Day, Delores	12-Oct-1974
Lynch, Rhonda	5-Nov-1973
Oldfield, Susan	1-Jun-1976
Marcellus, Janice	25-May-1976
Irvine, Ruby	1-Nov-1976
Redmond, Denise	15-Dec-1975
Vivian, Murray	27-Apr-1981
Faris, William	25-Jun-1983
Thompson, Heather	12-Oct-1976
Thatcher, Rosalie	5-Jul-1976
Saunders, Margaret	18-Aug-1980
Totten, Brenda	10-Dec-1973
Lekic, Robert	30-Oct-1975
Chance, David	16-Oct-1978
Willette, Dan	3-Jul-1979
Scott, John	15-Feb-1979
Caza, Jean-Paul	27-Jul-2004
Whittal, Heather	11-Mar-2005
Larkin, Becky	24-Mar-2003
Birch, Hope	18-Jun-2003
Eade, Deborah	24-May-1988
Jack, Yvonne	26-Sep-1989
Nead, Jean	23-Feb-1984
Ellis, Donald	6-Aug-1985
Ellis, Douglas	31-May-1989
Hale, Ross	25-Aug-1975
Pritchard, Sharon	18-May-1976
Preston, Keith	3-Mar-1986
Burnie, Dolores	3-Jul-1979
Vandenboorn, Frances	21-Oct-2004
Chapman, Lanny	8-Sept-1980
Cummings, James	15-Sep-1980
Handy, Kathy	8-Jun-1998
Osborne, Leeanne	10-Feb-2003
McCorkell, Katherine	2-Mar-2004
Desjardins, Linda	29-Oct-1974
Treampleasure, Steven	4-Jul-1977
King, Rose	1-Jan-1977
Eade, Stuart	8-Sep-1982
Armstrong, Teresa	5-Aug-1975
McIlravey, Heather	7-Sep-1976
Smith, Michael	3-Jul-1979
Courtney, Tom	4-Sep-2001
Total:	45

37. ONTARIO DISABILITY SUPPORT PROGRAM (NOT ATTACHED TO THE COLLECTIVE AGREEMENT)

October 31, 2008

LETTER OF UNDERSTANDING

Between:

**Ministry of Community and Social Services
(hereinafter referred to as "the Ministry")**

- and -

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter referred to as "the Union")**

WHEREAS the Parties have discussed the employee impacts resulting from the implementation of a new staffing model for the Ontario Disability Support Program (ODSP) within the Ministry;

WHEREAS the Parties have agreed to work collaboratively to minimize impacts to ODSP staff;

AND WHEREAS the Parties recommend the following terms to the Central / Unified bargaining table for approval on a without prejudice or precedent basis:

1. DIRECT ASSIGNMENT

Employees with the home positions of Income Support Specialist, Eligibility Review Officer and Employment Supports Specialist will be directly assigned into the new position of ODSP Case Worker.

Employees with the home positions of Income Support Clerk, Employment Supports Clerk and ORFUS Clerk will be directly assigned into the new position of ODSP Program Support Clerk.

The parties recommend that Article 7 – Pay Administration of the Collective Agreement will apply to the direct assignments identified in the paragraphs above.

2. TRANSITION SUPPORTS

The Ministry will provide employees with the home position of Client Service Representative with a temporary assignment of up to four months in the new position of ODSP Caseworker prior to the posting of the restricted competition identified in paragraph below.

The parties recommend that the new position of ODSP Caseworker will be recruited by competition. This competition will be posted as restricted to regular employees with home positions of Client Service Representative only. If after this competition, vacancies still remain, the Ministry will hold a competition restricted to regular and fixed-term ODSP staff. If after this competition, vacancies still remain, the Ministry will hold an open competition for the Caseworker positions, in accordance with the Collective Agreement.

Employees with the home position of Client Service Representative that are not successful in the restricted competition will be directly assigned to the ODSP Program Support Clerk position. The parties recommend that Article 7 – Pay Administration of the Collective Agreement will apply.

Employees with a home position of Client Service Representative will be provided with the opportunity to elect to access entitlements under Article 20B:

- (1) Prior to the commencement of their temporary assignment; and,
- (2) Following the competitive process restricted to Client Services Representatives.

If a Client Service Representative elects to access entitlements under Article 20B, the exact dates to do so will be determined in accordance with the Ministry practice.

The parties recommend that recruitment for new vacancies in the new ODSP Staffing/Program Model will be completed in a phased approach.

3. TRAINING

The Ministry will provide core ODSP training to all ODSP staff.

The Ministry will provide resume writing and interview skills training to employees with the home position of Client Service Representative.

4. RESOLUTION

The parties recommend that the ODSP subcommittee of the ministry MERC will continue throughout the implementation period of the model.

The parties recommend that 6 months prior to the completion of implementation of the new ODSP Staffing/Program Model, the parties review the mandate of the ODSP Sub-Committee. If the parties are unable to come to an agreement the matter will be referred to the Ministry MERC.

The parties recommend that any discussion regarding classification of the new positions is beyond the scope of this document and therefore be referred to the Central / Unified bargaining table.

The parties recommend that the Union withdraw all outstanding ODSP health and safety, workload, policy and work assignment grievance, as follows:

Grievances with GSB Numbers Assigned

1999-1189
2001-1644
2001-1873
2002-0386
2002-0701
2003-3780

Additional Grievances (WIN Numbers only)

8846 (Grievance Dated January 30, 2003)
10945 (Grievance Dated March 9-10, 2004)
10946 (Grievance Dated March 9-10, 2004)
10947 (Grievance Dated March 9-10, 2004)
10948 (Grievance Dated March 9-10, 2004)

Additional Grievance (OPSEU Number)

2008-0999-0030 (Grievance Dated September 15, 2008)

The parties recommend that the above-noted terms would be effective as of the date of ratification of the Collective Agreement, and shall have no retroactive effect.

The parties recommend that the terms in this document are only applicable to the implementation of a new staffing model for the ODSP within the ministry and do not otherwise alter the provisions of the Collective Agreement or any applicable statutes.

The parties recommend that none of the terms in this document shall be construed as continuing any portion of the current collective agreement beyond its expiry date, or as pre-determining or prejudicing any position that the Employer or the Union may wish to advance during the upcoming round of collective bargaining between the Union and the Employer.

Signed this _____ day of _____, 2008 at Toronto, Ontario.

For the Union:

For the Employer:

38. CORRECTIONAL OFFICER AND YOUTH WORKER PENSION (NOT ATTACHED TO THE COLLECTIVE AGREEMENT)

General Intention:

Provide Pension improvements for Correctional Officers and Youth Workers.

Letter of understanding, not to be included in the collective agreement, that allows a member to receive pension entitlements if they have at least 30 years of service, in addition to being at least 50 years of age.

Contingent upon resolution of Employer's Sick Leave proposal for Correctional Officers and Youth Workers, and resolution of Employer's Article 53 Termination Payments proposal.

Specific Language:

Letter of Understanding, not to be included in collective agreement, regarding early retirement provisions for Correctional Officers and Youth Workers.

Letter of Understanding

Between

The Crown in Right of Ontario
(Management Board of Cabinet)
"The Employer"

And

Ontario Public Services Employees Union
"The Union"

IN THE MATTER OF:

Early Retirement Provisions for Correctional Officers and Youth Workers

Pursuant to paragraph 40 of the Sponsorship Agreement between OPSEU and Ontario, dated April 18, 1994, OPSEU and the Crown agree to amend the OPSEU Pension Plan to provide for eligibility for unreduced early retirement pensions for OPSEU represented members of the OPSEU Pension Plan appointed under part III of the *Public Service of Ontario Act, 2006* who at the time they cease being members of the Plan are appointed to positions classified as Correctional Officer or Youth Workers and who have attained at least fifty (50) years of age and who have attained at least thirty (30) years of credit in the OPSEU Pension Plan.

OPSEU and Ontario further agree to amend the OPSEU Pension Plan to require additional contributions from the members who are Correctional Officers or Youth Workers and from the employer. OPSEU and Ontario agree to supplementary contribution rates of 1.5% for all earnings below the *year's maximum pensionable earnings* (YMPE) and 1.8% for all earnings above the *year's maximum pensionable earnings* (YMPE), based on the recommendations of the OPSEU Pension Plan Board of Trustees

It is further agreed that Appendix 20 of the Central Collective Agreement applies to this letter of understanding with the same intent and meaning.

These provisions shall apply effective one year from the date of the earlier of achievement of the sick leave targets in Article COR15.1 or the implementation of the Sick Credit Accrual and Short-Term Disability Plan for Correctional Officers and Youth Workers.

As agreed to in principle by the parties. Parties to review drafting at a future date.

Ministry of Government Services
Assistant Deputy Minister's Office
Employee Relations Division
HROntario

Ministère des Services gouvernementaux
Division des relations de travail



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Date of Ratification

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

Dear Mr. Gould,

I am writing to outline our commitment with respect to the classification of positions within the Ontario Public Service.

The recently created Enterprise Classification Unit at the Ministry of Government Services continues to review all vacant positions submitted for classification. These positions are being thoroughly reviewed to ensure they are classified within the appropriate bargaining unit and at the correct classification level.

Further, the Enterprise Classification Unit will review ASM and ASY positions in the I&IT organization, as they become vacant and prior to recruitment, to determine if the position is doing any work that is properly in the OPSEU bargaining unit. If so, the work will be transferred to the OPSEU bargaining unit and an appropriate position created.

The Enterprise Classification Unit will notify OPSEU of its review and conclusions prior to recruitment or implementation.

Sincerely,

David Logan
Assistant Deputy Minister, Ministry of Government Services
HROntario

Ministry of Government Services
Assistant Deputy Minister's Office
Employee Relations Division
HROntario

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Ministère des Services gouvernementaux

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Date of Ratification

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

Dear Mr. Gould,

This is to confirm the discussion of the parties during collective bargaining concerning health and safety training for all new OPSEU represented employees.

The Employer shares your interest in ensuring employees have knowledge of their rights and responsibilities of health and safety issues in the workplace.

To that end, in addition to current health and safety training programs already provided, the Employer commits to fully implement a mandatory computer-based training tool in 2009 for new employees. This training tool will include: employee and Employer responsibilities under the *Occupational Health and Safety Act*, the Ontario Public Service Occupational Health and Safety Directive and key components of health and safety law. The role of the JHSC as well as how to contact JHSC members will also be prominently featured in this training. Employees will be given access to this training tool or its equivalent during their orientation.

The Employer will consult with OPSEU during the development and implementation of this training tool.

It is expected that this training will further our joint interest in improving employees' knowledge of their health and safety rights and responsibilities in the workplace.

Sincerely,
Janet O'Grady
Director, Centre for Employee Health, Safety and Wellness



Ministry of Government Services
Assistant Deputy Minister's Office
Employee Relations Division
HROntario

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Date of Ratification

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

Dear Mr. Gould,

This will confirm our understanding arrived at the bargaining table that after ratification of the collective agreement the parties will form a joint committee to address union leave billing processes.

This committee will comprise of no more than four (4) OPSEU representatives and four (4) employer representatives. The committee's purpose will be to resolve outstanding payment issues on disputed union leave claims and to establish a methodology to expedite claim payments in the future.

Sincerely,

David Logan
Assistant Deputy Minister
Employee Relations Division

**Ministry of the
Attorney General**

Court Services Division
Divisional Support Branch

2nd Floor
720 Bay Street
Toronto ON M5G 2K1

Telephone: 416 326-4263
Fax: 416 326-1011

**Ministère du
Procureur général**

Division des services aux tribunaux
Direction du soutien à la Division

2^e étage
720, rue Bay
Toronto ON M5G 2K1

Téléphone : 416 326-4263
Télécopieur : 416 326-1011



Date of Ratification

MEMORANDUM

TO: DMC

FROM: Beverly Leonard

RE: COURTROOM CLERKS and REGISTRARS' REGALIA

Further to the memorandum of December 19, 2007 from Lynn Norris, I am writing to clarify the provision and laundering of court attire provided by the Ministry to Court Clerk and Registrars.

Each Court Clerk and Registrar is to be provided with his/her own gown and two (2) dickies as necessary. Depending on the inventory available in each court site, the Ministry may either purchase a new gown or re-assign an appropriately sized gown (per sizing chart attached), which has been returned by a former Court Clerk and Registrar and is in good condition. As outlined in the December 2007 memorandum, alterations required to the length or general size of re-assigned gowns in order to ensure proper fit and minimize the risk of injury are to be completed by a tailor or seamstress at the Ministry's expense.

Local managers must ensure that re-assigned gowns are dry-cleaned at the Ministry's expense prior to re-assigning to a new employee. Thereafter, staff is responsible for laundering his/her assigned gown, which is made of a lightweight poly-rayon fabric and is machine washable using a mild detergent (e.g. Ivory Snow, Zero). Dickies are also laundered by staff in the same manner as dress shirts.

If you have any questions, please contact Shaun Joy, Manager, Divisional Support Unit (A) at 416-326-0901.

Please ensure that this memorandum is brought to the attention of all managers and courtroom staff.

Beverly Leonard
Director, Divisional Support Branch (A)

Attachment

**Ministry of Government
Services**

Assistant Deputy Minister's Office
Employee Relations Division
HROntario

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**Ministère des Services
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Date of Ratification

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

Dear Mr. Gould,

This is to confirm the discussion of the parties during collective bargaining regarding the assignment of on-call duty at the Ontario Clean Water Agency. I have relayed the seriousness of your concerns to Senior Management at the Ontario Clean Water Agency and they have committed to review the issue with OPSEU directly to develop mutually agreeable solutions.

In conjunction with representatives from the Employee Relations Division, MGS, the Ontario Clean Water Agency would like to explore this issue at the Agency's Employee Relations Committee under the following framework:

- The Ontario Clean Water Agency and OPSEU will jointly agree upon and hire a facilitator to assist with the process of resolving the scheduling of on-call.
- OPSEU representatives of the Agency's Employee Relations Committee will forward a list of the facilities where there are concerns with assignment of on-call duty.
- The Manager and Regional Manager of the facility will meet with Local Employee Relations Committees within thirty (30) calendar days of being notified of the concern and will jointly develop possible solutions to the assignment of on-call duty.
- Each facility will report back to the Agency's Employee Relations Committee on their findings and solutions going forward.

Finding solutions for the assignment of work and scheduling at a local level is important to ensure optimal results for employees and the employer. I am confident that this issue will successfully be resolved through local and Agency consultations.

Sincerely,

David Logan
Assistant Deputy Minister
Employee Relations Division

Cc. Dante Pontone, Preside and CEO, OCWA
Dan Atkinson, Vice-President, Operations