

MEMORANDUM OF SETTLEMENT

BETWEEN:

**MUNICIPAL PROPERTY ASSESSMENT CORPORATION
(the “Employer”)**

and

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

The parties agree, subject to ratification, to the following terms of settlement of a renewal Collective Agreement:

1. The renewal Collective Agreement shall be effective on the date of ratification, and shall expire on December 31, 2005.
2. The date of ratification shall be deemed to be the later of the date of ratification by the employees in the bargaining unit and the Board of Directors of the Employer.
3. The renewal Collective Agreement shall be in the form of the most recently expired Collective Agreement, as amended by the attached. Except as specifically stated, any changes from the most recently expired Collective Agreement shall be effective on the date of ratification.
4. Changes in wage rates shall be paid retroactive to January 1, 2003, for all hours worked on or after that date. Retroactive payments shall be made within ninety (90) days after ratification.
5. The undersigned unanimously agree to recommend these terms of settlement to their respective principals for ratification. Ratification will be effected as soon as possible.
6. All other matters in dispute are hereby withdrawn.

Dated this 22nd day of January, 2003

For the Union:

For the Employer:

Amendments to the Collective Agreement

Article 10.20.1 (new)

The parties will utilize mediation/arbitration where it is feasible to do so, subject to the necessity of calling evidence on disputed facts where necessary.

Article 10.09

Delete Murray Lapp from the list of mediators

Article 10.16

Add the following to the list of arbitrators:

Louisa Davie
Jane Devlin
Brian Keller
Paula Knopf
Michel Picher
Pamela Picher

Article 10.02

Insert the following sentence after the second sentence of Stage One:

“ In the case of a grievance regarding a competition, the competition number shall be specified.”

Article 13

Amend Article 13.02 (a)(b)(c) by amending the words “the requirements of the work” to read: “the normal requirements of the work”, and by adding the following at the end of each clause: “for greater certainty, the words ‘without training’ are not intended to exclude the normal orientation and support that is provided to a new employee.”

Amend Article 13.14 by amending the words “to perform the work of the position” to read: “to perform the normal requirements of the work of the position”, and by adding the following after the first sentence: “For greater certainty, the words ‘without training’ are not intended to exclude the normal orientation and support that is provided to a new employee”

Article 9.21 (new)

It is agreed that where an employee who is a member of the Negotiating Committee or the Union Management Committee, or a Province-wide Union Committee, is on a leave of absence without pay for the purpose of caucusing and/or traveling for the purposes of the relevant committee, the Employer shall maintain the employee on the payroll and invoice OPSEU monthly for the salary and benefits paid to the employee or on his/her behalf for the relevant period. OPSEU shall pay such invoices promptly.

Article 11.04

A Province-wide seniority list (both a hard copy and an electronic copy) shall be provided to OPSEU and posted on the Corporate Intranet by the 15th of January of each year, and shall include the employee's name, seniority date, classification and work location. It is understood that if there is any dispute as to which copy of the list is official the hard copy is considered to be the official copy. If no grievance is received regarding the accuracy of the list by the 15th of February, it shall be deemed to be accurate.

Letter of Understanding – Safety Equipment (p. 45)

Amend "\$72.50" to read "\$85"

Article 26.11

Delete the words "every six months" and replace with "on or about January 1 and July 1 of each year"

Article 5.01

Add references to Articles 14 and 26.05

Article 26.14

Add the following sentence:

"For greater certainty, an employee will retain his/her anniversary date if placed in a step below the maximum of the position to which he or she is assigned."

Article 12.09

Add the following sentence:

"It is understood that the term 'promotion' means assignment to a position within a classification having a higher maximum rate than the classification in which the employee was assigned immediately prior to the promotion."

Article 13.05.1 (new)

Where an employee, pursuant to 13.02, 13.03, or 13.04, displaces another employee in a classification having a lower maximum rate, the employee's former rate of pay shall be maintained for a period of three (3) months.

Article 9.18

Amend to read:

Up to 99 members: 1.0 days
100 members: 1.5 days

Housekeeping:

- Amend Article 5.06 to delete the words “after the date of ratification”;
- Change the name of the Employer throughout;
- Correct any misspellings and mis-numberings;
- Delete redundant clauses in Articles 24.01, 25.05 and 25.06;
- Add new classifications to Appendix “A” – Customer Service Representative and Data Base Administrator. It is understood that they have the following current rates of pay:

Customer Service Representative (CSR)

\$24.79 \$25.58 \$26.39 \$27.21 \$28.32 \$29.52

Data Base Administrator (DB)

\$35.36 \$36.96 \$38.62 \$40.36 \$42.18

- Delete notes 1,2 and 3 from Appendix “A”;
- Amend Article 7.01 by replacing the second sentence with “Deduction shall begin with the pay period nearest to the employee’s date of hire”
- Amend Article 11.05 by adding the word “new regular” between “all” and “employees”;
- Delete letters on pages 38, 43, 48, 50, 52
- Replace Article 15.02: “The Employer may establish a work week and/or work day in accordance with the requirements of the Employment Standards Act.”

Letter of Understanding re: Short-term sickness – see attached

Letter of Understanding re: Temporary Employees and Layoffs – see attached

Letter of Understanding re: Pension Bridging Policy – see attached

Article 9.09

Replace the second sentence with the following:

“ A maximum of 365 such days, in the aggregate, shall be granted for the period from the date of ratification to December 31, 2005.”

Article 11.06 (new)

“ It is agreed that where a temporary employee is successful in a competition for a position that is the same position as the one he or she held as a temporary employee immediately prior to the competition, the employee will be given credit towards completion of the probationary period for the length of service in the position as a temporary employee, to a maximum of three (3) months.”

Letter of Understanding re: Split Shifts – see attached

Letter of Understanding re: Corporate Restructuring – see attached

Wages

Increase all wage rates across-the-board as follows:

January 1, 2003 – 3%

January 1, 2004 – 3%

January 1, 2005 – 3%

Add one additional step to the PA2 classification effective January 1, 2004, such additional step to be 3.08% above the then maximum step.

Letter of Understanding

Ms. Leah Casselman
President
OPSEU

Dear Ms. Casselman:

Re: Short-Term Sickness

This will confirm certain understandings reached during negotiations regarding short-term sickness during the term of the collective agreement:

- (a) The Employer shall maintain its “Payroll Policy – Short Term Sickness” except that the reference in paragraph 4 of the Policy to “four consecutive weeks” shall be replaced with “15 consecutive working days”.
- (b) The Parties agree that the phrase “124 days” in Article 25.12 shall be interpreted as “124 days in a calendar year.”

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

Letter of Understanding

Ms. Leah Casselman
President
OPSEU

Dear Ms. Casselman:

RE: Temporary Employees

This will confirm certain understandings reached during bargaining regarding the retention of temporary employees at a workplace location when regular employees are designated for layoff at that location.

The parties agree to the following guidelines:

- a) in the event that layoffs become necessary at a workplace location, the shall, in most cases, terminate any temporary employees at that location who are performing the same work as the regular employee who has been designated for layoff;
- b) in exceptional cases, where it is necessary to retain temporary employees on a project or special basis for a defined period of time, the shall discuss the matter at the Union Management Committee and explain the circumstances.

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

Letter of Understanding

Ms. Leah Casselman
President OPSEU

Dear Ms. Casselman:

RE: Pension Bridging

This will confirm that the Employer will maintain the current pension bridging option during the term of the Collective Agreement.

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

Letter of Understanding

Ms. Leah Casselman
President OPSEU

Dear Ms. Casselman:

RE: Split Shifts

It is understood that there will be no split shifts during the term of this Collective Agreement.

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

Letter of Understanding

Ms. Leah Casselman
President
OPSEU

Dear Ms. Casselman:

Re: Corporate Reorganization

This will confirm certain understandings regarding arrangements to complete the corporate reorganization and assist employees who may be affected by the reorganization.

1. It is agreed that, subject to paragraph 4, employees in the bargaining unit who, at the date of ratification, are surplus to the Corporation's requirements as a result of the reorganization, are subject to the provisions of this letter.
2. On or about the tenth (10th) working day following ratification of the Collective Agreement, the Corporation shall deliver a notice of layoff to the employees described in paragraph 1.
3. The Corporation undertakes to advertise, pursuant to Article 12.01, as many unadvertised vacancies as possible, (including, as a minimum, the vacancies listed in the attached document titled "Field Office Vacancies") no later than the date referred to in paragraph 2. It is agreed that the layoff and displacement process will continue at the same time as the process of filling the vacancies. It is also agreed that:
 - a) employees who have applied for vacancies prior to their layoff shall continue to be considered for the positions;
 - b) employees who are laid off shall continue to have the right to apply for vacancies for a period of three months after their layoff, and to be considered as internal candidates; this is subject to any recall rights that have priority;
 - c) if a laid off employee is successful in a competition, he or she shall refund, on a pro-rata basis, any termination payments.
4. Within ten (10) calendar days of the delivery of the notices referred to in paragraph 2, any employee who is eligible for factor 80 may signify a willingness to retire. Upon receipt of such notification, the Corporation shall deliver a notice of layoff to such person, who shall retire and shall have no displacement or other

rights under this letter or the collective agreement. If such a retirement will directly eliminate the need for a layoff, the Corporation shall withdraw the outstanding notice of layoff from the person whose layoff is being eliminated.

5. Within fifteen (15) calendar days of delivery of the notices referred to in paragraph 2, the Corporation shall assign, pursuant to Article 13.07 of the Collective Agreement, as many of the affected employees as possible to vacancies as prescribed by the article. It is agreed that any such employee who is assigned to a position within a classification having a lower maximum rate shall have his or her former rate of pay maintained for a period of twelve (12) months. After twelve months, if the employee is still assigned to the lower paying position, their rate of pay will be reduced to the appropriate rate of pay for the position. The employee so affected shall retain the right to recall to his or her former position should a vacancy occur within a period of the employee's length of seniority to a maximum of eighteen (18) months; if more than one employee has rights to be recalled to the same position, seniority shall govern.
6. Upon expiry of the fifteen (15) day period referred to in paragraph 5, the provisions of articles 13.02, 13.03 and 13.04 shall be applied, subject to 13.08, 13.09 and 13.10. The Corporation shall endeavor to complete the process within fifteen (15) calendar days. Provisions regarding the rate of pay for displacing employees shall be as provided in paragraph 5.
7. After the application of paragraph 6, any affected employee who is laid off shall receive an amount equal to four (4) months regular pay inclusive of entitlements under Article 13.11. At the time of layoff the employee shall make an election in writing, either to be paid the termination pay immediately or to defer payment until the end of the recall period. In default of election, the employee shall be deemed to have elected to be paid the termination pay immediately. Where the employee elects or is deemed to have elected to receive immediate payment, he or she shall be deemed to have waived all rights of recall.
8. Employees referred to in paragraph 7 may also be reimbursed for up to \$2,000 for educational courses or transition support services, where such courses or services will assist employees in securing other employment, as approved by the Union Management Committee.
9. The parties agree to the following arrangements regarding grievances that have been filed as a consequence of the reorganization:
 - (a) The following outstanding Union grievances are withdrawn, without prejudice:

01-UNION-085

02-UNION-055

02-UNION-056

02-UNION-057
02-UNION-058
02-UNION-063
02-UNION-064
02-UNION-065
02-UNION-066
02-UNION-067
02-UNION-073
02-UNION-074
02-UNION-075
02-UNION-076
02-UNION-077
02-UNION-078
02-UNION-079
02-UNION-080
02-UNION-081
02-UNION-082
02-UNION-083
02-UNION-084
02-UNION-085
02-UNION-086
02-UNION-087

- (b) all outstanding individual grievances shall be settled, and if necessary, resolved by mediation/arbitration by George Adams or William Kaplan. If both are unavailable to accept the assignment, the mediator/arbitrator shall be selected by lot from the list in Article 10.16;
- (c) the Union Management Committee shall review the outstanding grievances and attempt to facilitate the mediation/arbitration process;
- (d) the mediator/arbitrator shall settle, and if necessary, resolve any grievances that remain after the review referred to in (c), in as expeditious a manner as possible; he or she may utilize and act on such material and/or submissions as he or she considers necessary.

10. The parties agree to the following arrangements with respect to grievances filed regarding the implementation of this letter:

- (a) there will be no Union grievances filed, except after a review of the circumstances by the Union Management Committee;
- (b) any grievances shall be settled, and if necessary, resolved by mediation/arbitration by the mediator/arbitrator referred to in paragraph 9 (b), in the manner described in paragraph 9 (d), after a review by the Union Management Committee.

11. The parties agree to resolve the lawsuit filed by the Employer regarding alleged infringements by the Union of the Employer's copyright protections, on the following basis:
 - (a) the Union agrees to delete from the website any representation of the Employer's logo and the material included as "Futures Implementation Package May 24, 2001";
 - (b) the Employer shall withdraw the lawsuit without prejudice;
 - (c) the parties shall instruct their counsel to cooperate in ensuring that (a) and (b) are accomplished;
 - (d) each party shall bear its own costs of the lawsuit.

12. The Union Management Committee shall monitor the implementation of this letter, and shall encourage employees, to the extent feasible, to exercise the options that are available to them that will avoid or ameliorate the necessity for layoffs. It is agreed that communications by either party shall be consistent with the purposes of this letter.

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

FIELD OFFICE VACANCIES

| Assessment Office | Advertised Vacancies | Unadvertised Vacancies | Total |
|----------------------------------|--|-------------------------------|-------|
| #01 - Cornwall | 0 | 0 | 0 |
| #02 - Brockville | 1 CSR (MPAC-054-02) | 0 | 1 |
| #03 - Ottawa | 1 PA3 (MPAC-071-02) 1 PA3 (MPAC-002-03) | 5 PA2 | 7 |
| #04 - Pembroke | 0 | 0 | 0 |
| #05 - Kingston | 1 CSR (MPAC-054-02) | 0 | 1 |
| #06 - Trenton | 0 | 0 | 0 |
| #06a - Bancroft | 0 | 1 PA2 | 1 |
| #07 - Lindsay | 0 | 0 | 0 |
| #07a - Peterborough | 0 | 0 | 0 |
| #09 - Toronto | 0 | 1 PA5 8 PA2 | 9 |
| #13 - Oshawa | 0 | 4 PA2 | 4 |
| #14 - Aurora | 1 PA3 (MPAC-072-02) 4 PA3 (MPAC-073-02) | 1 PA5 1 CSR 1 AD7 (CSC) | 8 |
| #15 - Mississauga | 2 PA3 (MPAC-074-02) | 1 PA3 | 3 |
| #16 - Barrie | 2 PA3 (MPAC-075-02) 1 PA3 (MPAC-076-02) | 1 ITA2 | 4 |
| #17 - Bracebridge | 0 | 0 | 0 |
| #18 - St. Catharines | 0 | 0 | 0 |
| #19 - Hamilton | 1 STA3 (MPAC-056-02) | 1 PA2 | 2 |
| #20 - Brantford | 0 | 0 | 0 |
| #21 - Cambridge | 3 PA3 (MPAC-077-02) | 1 PA3 | 4 |
| #22 - Guelph | 0 | 0 | 0 |
| #23 - London | 1 PA3 (MPAC-078-02) | 2 CSR | 3 |
| #24 - Goderich | 0 | 0 | 0 |
| #25 - Owen Sound | 0 | 0 | 0 |
| #26 - Chatham | 1 AD8 (MRA) (MPAC-001-03) | 0 | 1 |
| #26a - Sarnia | 0 | 0 | 0 |
| #27 - Windsor | 0 | 0 | 0 |
| #28 - North Bay | 0 | 1 CSR | 1 |
| #28a - Parry Sound | 0 | 1 PA2 | 1 |
| #29 - Timmins | 0 | 0 | 0 |
| #30/30a - Sudbury/Little Current | 0 | 0 | 0 |

| | | | |
|------------------------|-----------|-----------|-----------|
| #31 - Sault Ste. Marie | 0 | 0 | 0 |
| #32 - Thunder Bay | 0 | 0 | 0 |
| #32a - Kenora | 0 | 0 | 0 |
| #32b - Fort Frances | 0 | 0 | 0 |
| #32c - Dryden | 0 | 1 PA2 | 1 |
| TOTAL | 20 | 31 | 51 |