

MEMORANDUM OF AGREEMENT

Between

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

And

The Ontario Public Service Employees Union
("OPSEU")

WHEREAS the Employer and OPSEU recognize a number of transformations and transfers will be implemented or underway prior to December 31, 2008; and

WHEREAS the parties have agreed to work collaboratively to facilitate the transition of employees who will be directly impacted by these transformations and transfers

THEREFORE THE PARTIES AGREE pursuant to Article 19 of the Collective Agreement to the following to facilitate the successful transition of OPSEU represented employees:

1. DEFINITIONS:

A

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, 2005 to December 31, 2008.

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. DIRECT ASSIGNMENT

This Section will be effective June 2, 2008.

- 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 Ministry Human Resource Branch if before June 30, 2008, or Employee Mobility Coordinator in the Regional Recruitment Centre if after June 30, 2008, within the time frames outlined in 2 (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 Ministry Human Resource Branch if before June 30, 2008 or Employee Mobility Coordinator in the Regional Recruitment Centre if after June 30, 2008, prior to being considered for direct assignment under this section.
- 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.

3. VARIABLE SURPLUS OPPORTUNITIES

- a. The Parties encourage Ministries and their local OPSEU 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.

4. RECRUITMENT SUPPORTS

- a. To facilitate the in-placement of Impacted Employees who might otherwise be surplussed, the Employer will encourage the respective Ministries where appropriate, to post regular vacancies for five days restricted to Impacted Employees from that Ministry.
- b. 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.

5. 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.

6. 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.

7. 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.

8. 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 and which are attached hereto as Appendix "A".

9. RESOLUTION

- a. The parties agree that, notwithstanding the provisions of section 86 (1) of the Labour Relations Act, 1995, unless otherwise agreed to in writing, this Agreement will be in effect from the date of approval by the respective parties until December 31, 2008. Prior to the expiry of this Agreement, the parties will meet to determine whether they wish to renew or revise the Agreement either with or without modifications.
- b. Nothing in this Memorandum of Agreement 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.
- c. The parties agree that initiatives that are the subject of a previous surplus and/or in-placement agreements between the parties, including but not limited to the Ministry of Health Acute and Community

Health Division and the Ministry of Community and Social Services
Developmental Services Facilities, do not form part of this Agreement.

- d. This agreement is made without prejudice or precedent and its provisions may not be applied to any future situation and do not otherwise alter the provisions of the Collective Agreement, other Agreements between the parties, or any applicable statutes.
- e. The Parties hereby agree to bring this document to their respective principals and recommend approval.

Dated this 4 day of June, 2008

For the Union:

B.M. Fankh
[Signature]
[Signature]
[Signature]

For the Employer:

Deonna Holmes
[Signature]
[Signature]
[Signature]

Dispute Resolution Guidelines
For the
Joint Employment Stability Sub-committee (JESS)
Between the Employer and OPSEU

Scope:

The Joint Employment Stability Subcommittee (JESS) will consider only those employee disputes arising out of the application of Articles 19, 20B, and Appendixes 9, 10, 13 and 14 of the collective agreement.

Dispute Resolution Procedure:

Lodging a written complaint with the committee does not infringe in any way upon an employee's right to lodge a formal grievance on the identical subject matter.

The dispute resolution procedure is as follows:

Step 1 (informal):

The employee will first attempt to resolve the dispute with the Employment Transition Coordinator at his/her home Ministry. If no satisfactory resolution is reached, the employee may lodge a written complaint with the Ministry's Employee Relations Committee (MERC).

Step 2 (formal):

The employee may lodge a written complaint with the MERC no later than ten (10) working days from the date of the event or occurrence. The committee will communicate its decision to the employee within ten (10) working days from the date of receipt of the complaint.

Where a MERC is unable to reach agreement on the resolution of a complaint, the committee may refer it to the JESS.

Step 3 (formal):

The employee may appeal, in writing, to the JESS where:

- He/she has not received a response from the MERC within ten (10) working days of referral; or
- Within ten (10) working days of receipt of a response at Step 2 which the employee considers unsatisfactory.

The JESS will consult regularly to resolve employee disputes. The committee will render a written response to a complaint no later than five (5) working days following the consultation session when the complaint was discussed.

Step 4 (formal):

In the event the JESS is unable to agree on the resolution of a complaint, it may refer the matter to the Central Employee Relations Committee (CERC) for determination. Such referral will be made no later than five (5) working days following the consultation session when the Committee discussed the dispute.

The time limits outlined herein may be extended by mutual agreement between the Union and the Employer.

Disputes Arising out of Corporate Placements/Disputes:

- Within ten (10) working days of notification of an employee's assignment or displacement, the employee or the Ministry which disputes such assignment or displacement will first attempt to resolve the dispute with the Manager, Employment Programs and Services;
- If the Manager, Employment Programs and Services, does not satisfactorily resolve the complaint, the employee or the Ministry may lodge a written complaint directly at Step 3 of the above procedure. Such complaint will be filed within ten (10) working days of receipt of the Manager's decision.

Format for Complaints:

The complainant (employee or Ministry) will provide details of the dispute, in writing. These details will include:

- The date of the occurrence/event out of which the dispute has arisen; and
- A description of the occurrence/event sufficient to allow the committee to know the nature of/reason for the complaint; and
- The remedy the complainant is seeking; and
- The signature of the complainant.

Decision of the JESS

A quorum of an equal number of Employer and Union representatives, or their alternates, will be necessary in order to decide upon any dispute referred to the JESS. Decisions will be made by the consensus amongst the participating committee members and will be communicated to the complainant in writing.

If a particular complaint is referred to the JESS and if that complaint involves a Ministry that is represented on the committee, the Employer and Union

representatives from the Ministry shall abstain from the decision relative to that dispute.

Decisions of the JESS may be relied upon at hearings before the Grievance Settlement Board.

Employee Involvement in the Dispute Resolution Process

The employee's interests will be represented by a Union appointee to the committee reviewing his/her complaint – i.e., the appointee will discuss the issue with the employee during the investigation phase. The employee's participation at this stage is intended to ensure that all relevant facts are disclosed as early in the process as possible.

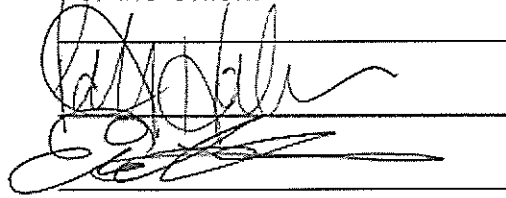
"Work First, Grieve Later" Principle

The "work first, grieve later" principle applies to this dispute resolution procedure. For example, if an employee disagrees with his/her assignment to an alternate position within a forty (40) kilometre radius of his/her headquarters, he/she will report for duty as instructed by the Employer and later lodge a complaint.

These Dispute Resolution Guidelines supersede the Dispute Resolution Guidelines dated July 5, 2001.

Signed at the city of Toronto on the 14th day of July, 2006.

For the Union:



For the Employer:

