

**MEMORANDUM**

**TO:** All Presidents and Stewards with MERC members  
All Local Presidents and Stewards

**FROM:** Brian Gould, OPS Supervisor

**DATE:** November 16, 2009

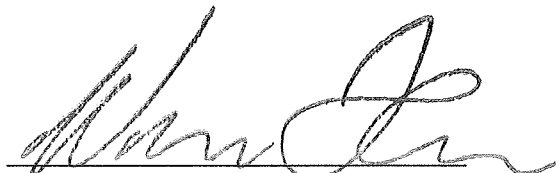
**SUBJECT:** Ministry of Municipal Affairs and Housing  
Divisional Minutes – November 15, 2008

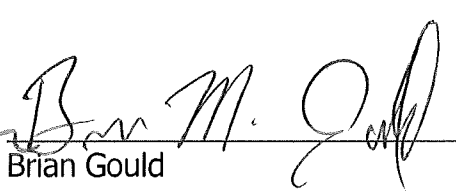
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Attached for your information, please find the minutes of the above captioned meeting.

You're making these available to your delegates and members would be appreciated.

AUTHORIZED FOR DISTRIBUTION:      IN SOLIDARITY,

  
Warren (Smokey) Thomas  
President

  
Brian Gould  
OPS Supervisor

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att.

cc: Executive Board Members  
CERC  
MERC Chairs  
Ministry ERC  
Senior Staff  
Regional Offices

**MINISTRY OF MUNICIPAL AFFAIRS & HOUSING  
DIVISIONAL MEETING**

**2008 DIVISIONAL MEETING  
NOVEMBER 15, 2008  
ROYAL YORK HOTEL, TORONTO**

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**CALL TO ORDER**

Roxanne Theriault, Vice-Chair, called the meeting to order at 1:02 p.m.

**INTRODUCTIONS**

Kevin DeRosiers, L-702, Chair  
Roxanne Theriault, L-102, Vice Chair  
Lorilee Riddell-Carpenter, L-103, Member  
Pati Habermann, OPSEU Staff Representative

**ADOPTION OF THE AGENDA**

**MOTION**

Moved: Kevin DesRosiers (L.701)                      Seconded: Lorilee R. Carpenter (L.103)

To adopt the Agenda.

**CARRIED**

**ADOPTION OF THE PREVIOUS MINUTES**

Moved: Kevin DesRosiers (L.701)                      Seconded: Lorille R. Carpenter (L.103)

**CARRIED**

## BUSINESS ARISING FROM THE MINUTES

None

## ERC TEAM REPORTS

MERC Report for 2008 was reported (attached) by Kevin DesRosiers and accepted.

## ELECTIONS

Pati Habermann, OPSEU Staff Representative, reviewed the election procedures prior to conducting the elections.

## NEW BUSINESS

None

### MERC Team

<u>Nominator</u>	<u>Nominee</u>	<u>Stand/Decline</u>	<u>Results</u>
R. Theriault (L.102)	K. DesRosiers (L.702)	Stand	Acclaimed
K. DesRosiers (L.702)	R. Theriault (L.102)	Stand	Acclaimed
R. Theriault (L.102)	Gina Preece (L.102)	Stand	Elected

### Chair

<u>Nominator</u>	<u>Nominee</u>	<u>Stand/Decline</u>	<u>Results</u>
R. Theriault (L.102)	K. DesRosiers (L.702)	Stand	Acclaimed

### Vice Chair

<u>Nominator</u>	<u>Nominee</u>	<u>Stand/Decline</u>	<u>Results</u>
K. DesRosiers (L.702)	R. Theriault (L.102)	Stand	Acclaimed

**Alternates**

<u>Nominator</u>	<u>Nominee</u>	<u>Stand/Decline</u>	<u>Results</u>
R. Theriault (L.102)	L. Baichoo (L.520)	Stand	1 <sup>st</sup> Alternate
C. Russell (L.701)	A. Dumais (L.632)	Stand	2 <sup>nd</sup> Alternate
R. Theriault (L.102)	L. R-Carpenter (L.103)	Decline	

**ADJOURNMENT**

**MOTION**

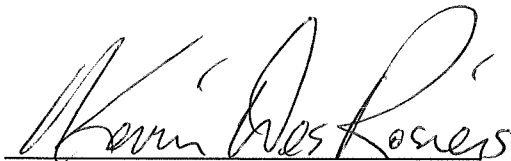
Moved: Kevin DesRosiers (L.702)

To adjourn.

**CARRIED**

The meeting adjourned at 1.30 p.m.

AUTHORIZED FOR DISTRIBUTION:



Kevin DesRosiers  
MERC Chair  
Ministry of Municipal Affairs & Housing



Warren (Smokey) Thomas  
President  
OPSEU

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**Ministry of Municipal Affairs & Housing**  
**MERC Team Report (OPSEU)**

**December 2006 – November 2008**

Date: October 21, 2008

**Members:** Kevin DesRosiers, MERC Chair, L.701  
Roxanne Theriault, Vice-Chair, L.102  
Lorilee Riddell-Carpenter, Member, L.103  
Stephen George, OPSEU Job Security Officer

**Accomplishments**

1. **OPSEU Website and MMAH Website**  
-the MERC ensures that the Minutes of MERC Meetings are reviewed and corrected in a timely fashion. The Minutes are then posted on the OPSEU Website (under MERC's) and the MMAH Website (under HR, MERC).
2. **WDHP**  
-the MERC has and continues to be a strong advocate for continued training and education on the Workplace Discrimination and Harassment Policy.
3. **MERC – Union and Management Training**  
-both Union and Management Members of the MMAH MERC attended a one-day training session in February 2007 on how to improve effectiveness of MERC's.  
-highlights of the session were posted on the MMAH Insight Intranet.(see appendix 1)
4. **Seniority Lists**  
-the MERC continues to pressure Management to update and keep current the OPSEU Seniority List. The MERC has found through their review that the list has been flawed in the past with outdated and inaccurate information (this is now a standing item on the MERC meeting agenda).
5. **MMAH Overtime and Travel Time Guidelines**  
-the MERC(OPSEU) has been solely responsible for pressuring the Employer to clearly and uniformly identify and post these guidelines for OPSEU members as well as other bargaining agents. The MERC (OPSEU) has convinced the Employer to post these guideline on the MMAH Intranet site (see appendix 2).  
**-as far as I am aware, we are the only MERC that has these posted by the Employer.**

6. **MERC Committee Members/ MERC Information**

-MERC (OPSEU) requested that the Employer provide the MERC with access to the MMAH Intranet Site to have posted pictures and biographies of both OPSEU and Management MERC Teams. Also include is information on the Roles and Responsibilities of the MERC (**see appendix 3**).

**-again, as far as I am aware, we are the only MERC that has posted this information for our members.**

7. **Memorandum of Agreement (Terms of Reference for the MMAH MERC)**

-after many year of work, OPSEU and the Employer signed and ratified in November 2007 the Memorandum of Agreement (**see appendix 4**)

-this document outlines the authority of the MERC's under Article 16 of the Central Collective Agreement with respect to Working Conditions and Employee Benefits between the Union and the Employer.

-this Agreement replaces the previous Agreement, dated July 24, 1991.

**Respectfully Submitted, in Solidarity,**



**Kevin DesRosiers, MERC Chair**

# INSITE Ministry of Municipal Affairs and Housing

September 3, 2008

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> Home > News and Events > Home Page Articles > 2008 Home Page articles > Highlights from a recent joint- ERC training

## Highlights from a recent joint- ERC training



MMHA –MERC Members (L-R): Doug Hunt, Roxanne Theriault, Cherrie Lethbridge, Lonlee Riddell-Carpenter, Edith Brethour, Kevin DesRosiers and Diane Phillipson.  
Absent: Larry Clay, Stephen George.

By MERC Committee

May 21, 2008

The Ministry Employee Relations Committee (MERC) members recently participated in a 1/2 day training session together with other ministry MERC committees.

The purpose of the training was to:

- understand best practices and procedures
- improve the effectiveness of the MERC
- reinforce problem-solving methodologies that the MERC can use to address issues facing them

MERC's play a critical role in the Ontario Public Service. They provide a forum for discussing and resolving workplace issues in a constructive and efficient manner. They also promote harmonious relationships between workplace parties.

Top

Last updated on 5/21/2008. Contact for this page: [Sherry \(Administrator\) Gonsalves](#)

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<http://intranet.mah.gov.on.ca/Page5245.aspx>

03/09/2008

## Ministry of Municipal Affairs & Housing: *Guidelines for Travel Time*

### **Entitlements of Different Compensation Groups**

#### **OPSEU (Article 14)**

Travel time must be calculated from point of departure (the office or home) to the required alternate work destination, and then back to the office or home.

When travel is by public carrier (i.e. plane, train), except municipally operated transit systems (i.e. local bus to/from airport/station), time will be credited from one hour before the scheduled time of departure of the carrier until one hour after the actual arrival of the carrier at the destination.

When travel is by car and the employee travels directly from his/her home or office, time will be credited from the assigned hour of departure until the employee reaches his/her required work location and from the assigned hour of departure from the required work location until he/she reaches his/her home or office.

If overnight accommodation is required, the hours between 11:00 p.m. and the regular starting time of the employee will not be credited.

When an employee is required to travel on the regular day off or a statutory holiday, the employee will be credited with a minimum of four hours.

Travel time shall be paid in cash at the employees' basic hourly rate or, by mutual agreement, by compensating leave.

#### **AMAPCEO (Article 46)**

Unlike OPSEU, the AMAPCEO collective agreement does not distinguish between "travel time" and "overtime". Travel time outside an employee's regular hours of work is compensated under Article 46 when the travel is required or directly related to the employee's "work". Time travelled to and from the employee's residence to his or her regular work site is not included.

#### **PEGO (Article 13)**

Employees shall be credited for ministry-authorized time spent in travelling over and above 36.25 working hours per week.

When an employee is required to travel on his/her regular day off or a paid holiday (as listed in Article 40.1), he/she will be credited with a minimum of 4 hours.

All time credits shall be taken as a reduction on a straight time basis to the employee's working hours, at a time to be mutually agreed upon. If at the end of the calendar year an employee has remaining accumulated time credits, the employee and manager shall agree to schedule such credits in an effort to utilize them by March 31. Neither the Employer nor the employee will unreasonably withhold agreement.

## Ministry of Municipal Affairs & Housing: *Guidelines for Travel Time*

### Entitlements of Different Compensation Groups

#### **EXCLUDED (OPSEU Parallel)**

Employees are eligible for the same travel provisions as those negotiated with OPSEU.

### CRITERIA TO APPROVE

- The manager must authorize travel outside of working hours.
- If travel is during working hours, no overtime/compensating leave is earned.

### PROCESS TO APPROVE

- The employee e-mails the Manager stating purpose, date, time and location of the meeting/conference/event and the estimated travel time. The actual amounts will be confirmed when the Manager signs off on the premium payment form.
- Manager discusses with employees preferably at the beginning of the fiscal year preferences for being compensated, i.e. equivalent time off. The employee must indicate on the premium payment form the agreed manner of compensation.
- If compensating leave is opted for, the Manager agrees with the employee on mutually convenient times to take the compensating leave. Inform the employees that travel time in-lieu is contingent upon agreement to follow review and monitoring process described below.

#### **Review and monitoring:**

Employees will record travel time on the Report of Regular and Premium Payment Hours form for payment or compensating leave.

Managers will review quarterly each employee's balance, if necessary, with employee.

As agreed between the employee and the manager at the authorization stage, time-in-lieu should be used when the accumulated compensating leave reaches five (5) working days or by the end of the quarter in which the time was accumulated, whichever comes first.

If the accumulated compensating leave is to be paid in cash, the completed premium form should be forwarded to the Ontario Shared Services (OSS).

## Ministry of Municipal Affairs and Housing: *Guidelines on Overtime*

### OPSEU (Article UN8)

#### Schedule 3-7 (36.25 hours/week) and Schedule 4-7 (40 hours/week)

The employee in Schedule 3-7 or 4-7 shall be *paid* overtime at 1-1/2 times the employee's basic hourly rate.

Overtime must be paid within two months of the pay period when the overtime work takes place. By mutual agreement, the employee may receive compensating leave in lieu of pay at the overtime rate.

#### Schedule 3 (36.25 hours/week) and Schedule 4 (40 hours/week)

The employee shall receive *compensating time off* at 1-1/2 hours for each hour of overtime worked, to be taken at a mutually agreed upon time. By mutual agreement, employees may receive pay at the overtime rate in lieu of compensating leave.

The manager and employee should make attempts to schedule the time for the employee to take compensating leave within a reasonable time before March 31 of every year.

#### Agreement to Extend Time Limit of Overtime Payment (Schedule 3, 3-7, 4 & 4-7)

Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. A local agreement (sample attached at Appendix A) with the OPSEU union local, employee(s), and management may be drawn up to extend the March 31 date. A copy of the signed local agreement should be forwarded to OSS Pay & Benefits Manager and the Portfolio Manager on or before March 31 to withhold such cash payment.

#### Schedule 6 (a minimum of 36.25 hours/ week) – EFFECTIVE AUGUST 15, 2005

-An employee who performs authorized work in excess of 7.25 hours on a regular work day will receive:

- (a) compensating leave of 1 hour for each hour worked between 36.25 and 44 hours per work week;
- (b) compensating leave of 1-1/2 hours for each hour worked in excess of 44 hours per work week.

-If the employee is required to work on a day off, she/he shall receive compensating leave equal to 1-1/2 hours for each hour worked.

-If the employee has unused compensating leave at the end of the calendar year, the manager and the employee should mutually agree on the scheduling of the compensating leave so that it will be utilized by June 30. Failing the agreement, the manager shall reasonably determine the time of the compensating leave. If not used before **June 30** of the following year, the compensating leave shall be paid in a lump sum, at the rate it was earned. If the manager agrees, an employee may be paid the lump sum for compensating leave prior to June 30.

-On termination of employment, or an employee leaves for a permanent position outside the bargaining unit, the accumulated compensating leave will be paid on a lump sum basis.

- Art. 14.4: When sleeping accommodation is provided, the hours between 11:00 p.m. and the regular starting time of the employee shall not be credited.  
Note:- Travel time is not considered overtime for OPSEU employees (see Guidelines on Travel Time).

#### Holiday Payment (Article UN13)

An OPSEU employee is eligible for holiday payment when the employee is authorized to work on a statutory holiday and actually works on that day.

Schedule 3, 3-7, 4, 4-7 employees shall be paid two (2) times at the basic hourly rate for all hours worked, with a minimum credit of 7-1/4 hours. In addition, the employee shall receive 7-1/4 hours pay at the basic hourly rate.

Schedule 6 employees who are required to work on a statutory holiday shall receive equivalent time off.

Instead of cash payment, the employee may opt for compensating leave prior to the holiday, to be taken at a time mutually agreed upon with the manager. If the leave is not used by March 31, it will be paid at the rate it was earned. The March 31 date may be extended by agreement at the local level.

## Ministry of Municipal Affairs and Housing: *Guidelines on Overtime*

### AMAPCEO (Article 46)

AMAPCEO-represented employees are Schedule 6 employees

Employees who perform authorized work need not be pre-authorized in excess of 7.25 hours on a regular work day will receive:

- (a) compensating leave of 1 hour for each hour worked between 36.25 and 44 hours per work week;
- (b) compensating leave of 1-1/2 hours for each hour worked in excess of 44 hours per work week.

If the employee is authorized to work on a day off, the employee shall receive compensating leave of 1-1/2 hours for each hour worked.

**Holiday Payment – Article 29.6** – An employee required to work on any holiday specified in Article 29.1.1 is entitled to a compensating day as a holiday in lieu thereof.

Unlike OPSEU, the AMAPCEO collective agreement does not distinguish between “travel time” and “overtime”. Travel time outside an employees regular hours of work is compensated under Article 46 when the travel is required or directly related to the employee’s “work”. Time travelled to and from the employee’s residence to his or her regular work site is not included.

**Compensating Time** – The employer’s preference is time-in-lieu opposed to pay-in-lieu. Employees must have authorization from their manager to be eligible for compensating leave. The scheduling of compensating leave shall be mutually agreed upon between the manager and employee. If, for operational reasons, the employee accumulates compensating leave at the end of the calendar year, the manager and the employee shall mutually agree on the scheduling of the compensating leave so that it will be utilized by **June 30th**. Failing agreement, the manager shall reasonably determine the time of the compensating leave. If the compensating leave is not used before **June 30th** of the following year, the compensating leave shall be paid in a lump sum at the rate it was earned. The manager has the discretion to pay for compensating leave, on a lump sum basis, prior to **June 30th** where the employee and the manager so agree. Payment for compensating leave can be for an outstanding (previous) year-end balance or for accumulated leave in the current year.

On termination of employment, or an employee assuming a permanent position outside the bargaining unit, the accumulated compensating leave will be paid on a lump sum basis.

Approved paid leaves (including vacations, statutory holidays, sick leave and compensating leave) will be counted toward the 36.25/44 hours per week thresholds.

If an employee is granted an unpaid leave but nonetheless works above 7.25 hours a day in the same work week the leave was taken, the employee will be paid for those additional hours worked up to 36.25 hours without deduction for the time off. Therefore, to receive compensating leave the employee would have to actually work more than 36.25 hours in the same work week.

**Note 1:** If there is any pre-existing agreement between an employee and the manager that has condition superior to Article 46.2.1. and 46.2.2. the particular superior condition may continue at the employee’s option until he/she is no longer working in the work unit; or August 15, 2006, whichever occurs first.

**Note 2:** Application of Article 46 will be superseded when Management Board of Cabinet declares an emergency under Section 10.9 of Regulation 977 of the Public Service Act, where the Employer will also provide for overtime compensation to AMAPCEO employees on the same terms as any MCP employees.

### Ministry of Municipal Affairs and Housing: *Guidelines on Overtime*

**PEGO** (Article 40)

PEGO employees are not eligible for overtime payment.

If the employee is required to work on a paid holiday (as listed in Article 40.1), he/she is entitled to a compensating day as a holiday in lieu.

**EXCLUDED (OPSEU Parallel)**

The employee is eligible for the same overtime provisions as those negotiated with OPSEU.

*(Note: - SMGMCP employees are not eligible for overtime payment except on occasions when Management Board of Cabinet declares an emergency or during strike or lock-out)*

**CRITERIA TO APPROVE**

- All employees must be assigned the hours of work prescribed for their position's classification.
- Applicable Collective Agreements and the Public Service Act list the Schedule of Hours according to classifications.
- A list of classifications that are commonly found in MAH with their Schedules of Hours is in Appendix B.
- Work resulting in overtime or compensating leave must be authorized by the manager in advance of overtime worked. Employees cannot set their own schedules and claim entitlement to overtime or compensating leave, unless it has been authorized by the manager.
- AMAPCEO employees are not required to "have express authorization in advance of performing work to be entitled to compensating leave". As a best practice, managers should advise the employees on the types of situations or circumstances that are likely to provide for compensating leave entitlement. The manager needs to manage and monitor the demands placed on the employee(s).
- Overtime covers time spent at work outside normal working hours on a regularly scheduled work day or on a day-off, e.g. project work; working on backlog; council meetings; evening mediations, etc.
- Time spent at a meeting outside normal working hours (e.g. council meeting) is considered overtime. However, time spent at the required location

January 2007

FINAL

**Ministry of Municipal Affairs and Housing: Guidelines on Overtime**

before the meeting, or afterwards (e.g. accompanying the council for coffee) is not considered overtime.

- Time spent setting up a conference and/or training session before and after normal working hours is considered overtime. However, time spent at the conference/training session for educational purpose is not considered overtime but is regarded as duty assignment if approved by the manager. Time spent at social functions (e.g. hospitality suite, wine and cheese functions) is not considered overtime.

If the employee is required to attend "social" activities such as a reception (e.g. dinner at AMO conference) and to represent the employer and do part of his/her job at that event, then overtime provisions apply.

**PROCESS TO APPROVE**

- The employee e-mails to the Manager stating purpose, date, time and location of the meeting/conference/event and the estimated overtime. The actual amounts will be confirmed when the Manager signs off on the premium payment form. Manager's approval of the request implies approval of required travel time.

- Manager discusses with employees preferably at the beginning of the fiscal year preferences for being compensated, i.e. equivalent time off. The employee must indicate on the premium payment form the agreed manner of compensation.

- Agree with the employee on mutually convenient times to be compensated by taking time-in-lieu. Inform the employee that overtime and travel time in-lieu is contingent upon agreement to follow review and monitoring process described below.

**Review and monitoring:**

Employees will record overtime on the Report of Regular and Premium Payment Hours form for overtime payment or compensating leave.

Managers will review quarterly each employee's balance, if necessary, with employee.

As agreed between the employee and the manager at the authorization stage, time-in-lieu should be used when the accumulated compensating leave reaches five (5) working days or by the end of the quarter in which the time was accumulated, whichever comes first

If the accumulated compensating leave is to be paid in cash, the completed premium form should be forwarded to the Ontario Shared Services (OSS).

## Appendix 3

**INSITE**

Ministry of Municipal Affairs and Housing

September 3, 2008

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> Home > HR Centre > Forms, Files and Links > Alphabetical Index > MERC > MERC Committee Members

## MERC Committee Members

MINISTRY OF MUNICIPAL AFFAIRS HOUSING  
MINISTRY EMPLOYEE RELATIONS COMMITTEE (MERC)

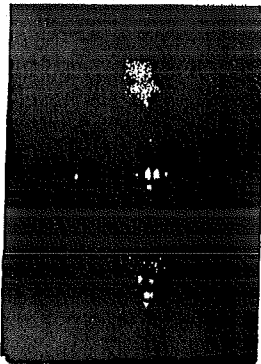
### MERC Union Members:



Kevin DesRosiers

Co-Chair

- Is a Municipal Advisor with MSO-NW in Thunder Bay and has been with the OPS since 1984.
- Has served as MERC Vice-Chair from 2002 to 2007 and is presently Co-Chair



Roxanne Therlault

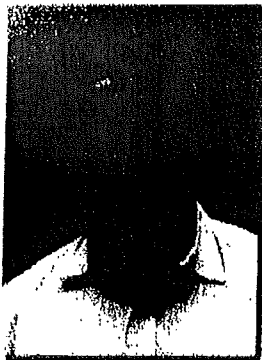
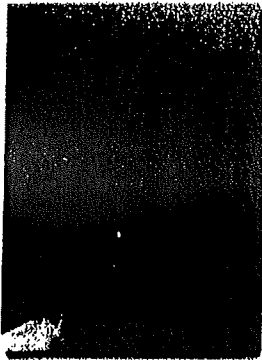
Vice-Chair

- Customer Service Representative with the Landlord and Tenant Board, London Regional Office
- MERC union member since 2002
- OPS employee since 1994

Lorilee Riddell-  
Carpenter

Member

- Is a Business Support Officer with MSO-SW in London and has been with the OPS since 1991.
- Is a new member of the MERC team as of May 2007.

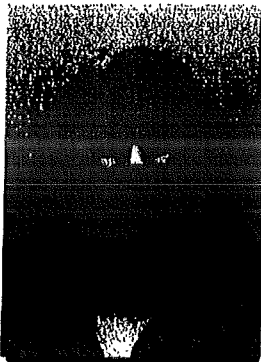


Stephen George

Corporate OPSEU Resource

- Is a Job Security Officer with OPSEU Head Office.

**MERC Management Members:**



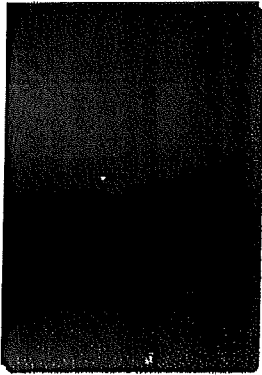
Diane Phillipson

Co-chair

- Is the Director of the Organizational Effectiveness Branch, MAH in Toronto
- Has served as MERC Co-chair since 1999

- Regional Manager, with the Landlord and Tenant Board, in the Southern Office
- Joined MERC as a management member in January 2008

Doug Hunt

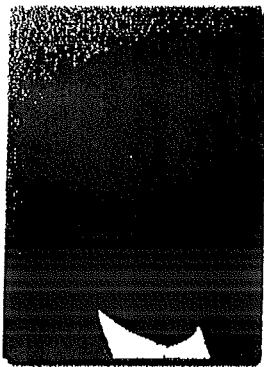


Member

Bruce  
Springbush

- Is the Manager, Planning Project, MSO Central, In Toronto
- Has served as MERC member since May 2008

Member



Edith Brethour  
Resource

- Is the Employee Relations Advisor providing LR/ER support to MAH, In Toronto
- Has served as MERC Resource since 2005

[Top](#)

Last updated on 7/22/2008. Contact for this page: Stephen Chanasyk

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**Appendix 4**

MEMORANDUM OF AGREEMENT  
BETWEEN  
MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING  
AND  
THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

September 5, 2007

## Memorandum of Agreement

Between:

The Ministry of Municipal Affairs and Housing  
(hereinafter referred to as the Ministry)

and

The Ontario Public Service Employees Union  
(hereafter referred to as the Union)

### ARTICLE 1 - AUTHORITY

- 1.1 This Memorandum of Agreement is made under the authority of Article 16 (Local and Ministry Negotiations) of the Central Collective Agreement with respect to Working Conditions and Employee Benefits between the Union and the Crown in Right of Ontario represented by Management Board of Cabinet.
- 1.2 This Memorandum of Agreement covers all the Ministry employees who are members of the bargaining units as defined in Article 1 of the Central Collective Agreement.
- 1.3 This Memorandum of Agreement cancels and replaces the Memorandum of Agreement dated July 24, 1991 between MMAH and the Ontario Public Service Employees Union.

### PRINCIPLES

- 1) People are the Ministry's most valuable resource and the effective utilization of staff is vital to the effective work of the Ministry;
- 2) The Union recognizes the goals and principles of the Ministry;
- 3) The Ministry recognizes the legitimate role of the Union in representing its membership through the ERC process.

### ARTICLE 2 - MANDATE

- 2.1 Subject to Article 3 (Exclusions) of this Memorandum of Agreement, the mandate for the Ministry Employee Relations Committee (MERC) and any Local Employee Relations Committee (LERCs) is to promote and maintain positive harmonious labour relations between the parties. The following are mutual objectives:
  - a) satisfactory working conditions and terms of employment for all employees who are subject to his agreement;
  - b) effective communication between the parties;
  - c) a high degree of mutual trust and individual respect for all involved in the ERC process;
  - d) the identification and efficient resolution of issues; and concern of mutual interest concerning ministry bargaining unit employees

- e) resolution of issues at the front line managerial level and, where that is not successful;
- f) resolution of complaints at Stage One and grievance at Stage Two of the grievance procedure;
- g) the Ministry and the Union agree to make reasonable efforts to ensure the continuity of representation at MERC and LERC meetings in an effort to maintain consistency throughout the decision-making process.

The basis of this relationship is found within this Memorandum of Agreement, which captures the structural parameters for the Union and the Ministry. In addition, the parties will strive to promote the spirit of agreement and co-operation captured herein.

- 2.2 Where, as a result of discussion under this Memorandum of Agreement, an agreement is reached in any matter of continuing significance, such agreement may be reduced to writing in a Minute of Understanding.
- 2.3 This Memorandum of Agreement and MERC discussions, or meeting minutes shall not be subject to mediation or arbitration.
- 2.3.1 This Memorandum of Agreement and any Minutes of Understanding shall be given effect by the signature of responsible officials of both parties, but no agreement shall be binding on the Ministry without the approval of the Deputy Minister or his/her nominee, and no agreement shall be binding upon the Union without the approval of the President of the Ontario Public Service Employees Union or his/her nominee.
- 2.3.2 Any Minute of Understanding negotiated and approved in accordance with subsection 2.3.1 of the Agreement is subject to Article 22 (Grievance Procedure) of the Central Collective Agreement.
- 2.3.3 It is agreed that alleged violations of any Minutes of Understanding approved in accordance with 2.3.2 shall be referred to the Ministry Employee Relations Committee for review/resolution prior to any grievance being filed. The Parties agree that time limits may be waived subject to mutual agreement. All grievances filed would be filed as Union or Ministry grievances.

### ARTICLE 3 - EXCLUSIONS

- 3.1 It is agreed that the following will not be the subject of any agreement or Minutes of Understanding:
  - a) Specified in Section 4 of the Public Service Act (R.S.O. 1990, Chapter P.47) and which are directly controlled by the Civil Service Commission;
  - b) Which may involve amendments to legislation or regulation;
  - c) Of Ontario Public Services - wide concern (whether or not approval of a Central Agency is required);
  - d) In the Central Collective Agreement, or a Bargaining Unit Collective Agreement with respect to working conditions and salaries, except where expressly provided for in the applicable Collective Agreement;
  - e) Which might more properly be the subject of a grievance;
  - f) At Local Employee Relations Committees, any matter which is of ministry-wide application;

- g) At the Ministry Employee Relations Committee, any matter which is of local concern or application where such matter has not first been reviewed and referred by the relevant Local Employee Relations Committee.

#### ARTICLE 4 – MINISTRY EMPLOYEE RELATIONS COMMITTEE (MERC)

##### 4.1 Composition

- 4.1.1 The Deputy Minister will nominate one (1) senior ministry official to represent the Ministry, and that person may nominate up to four (4) other senior staff to assist him/her. The Union representation shall be as follows: up to five (5) members of the Union in the ministry, as determined by the Union, which may include an OPSEU Staff Representative to represent the Union.
- 4.1.2 The Committee shall be co-chaired by the Ministry and bargaining unit representatives.
- 4.1.3 The Committee shall have Ministry and Union Co-Chairs and each party shall have one (1) vote on the Committee. Quorum for meetings shall be Ministry and Union Co-Chairs and one (1) member from each of the Ministry and Union side of the Committee.
- 4.1.4 With the prior agreement of both parties, either party may be accompanied by one or more persons to provide expertise and advice on specific items, or to act as observers or trainees.
- 4.1.5 The Union side, for education purposes a local Union president or highest ranking local members other than and in addition to the Union team, may, by selection of the Union team, be in attendance at meetings. The Employer shall not unreasonably deny the Union's request.

##### 4.2 Meetings

- 4.2.1 Meetings of the MERC shall be held not more than once every two months. The places and times for such meetings shall be mutually agreed upon at least six months in advance of any meeting. Meeting dates may be changed with mutual agreement not less than one month in advance.
- 4.2.2 Notwithstanding Section 4.2.1, additional meetings may be requested by either party and held upon mutual consent.

##### 4.3 Agenda and Minutes

- 4.3.1 Annotated agendas of reasonable length detailing issues in a clear and concise fashion will be exchanged by the parties at least two weeks prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees.
- 4.3.2 With mutual consent additional items may be added prior to, or at the meeting.
- 4.3.3 One set of minutes will be produced by the Ministry within fourteen (14) working days of each meeting. The minutes will reflect matters discussed and any agreement or disagreement on solutions proposed. Where a matter is deferred, the minutes will reflect which party is responsible for follow-up.

- 4.3.4 At the conclusion of the meeting the Co-Chairs shall ensure that draft minutes of the meeting are prepared and circulated to the members of the committee within ten (10) working days from the date of the meeting. These minutes will be signed by the Co-Chairs who authorize them from distribution. The signed minutes will be posted on the Ministry's Intranet and on the Union's website.
- 4.3.5 The committee will establish a timeframe within which to respond to an agenda issue discussed at a meeting. In determining a timeframe the parties shall consider the complexity of the issue and allow sufficient time to investigate and respond. In the event that the parties cannot determine a timeframe, a response must be given within thirty (30) working days from the date of the meeting at which the issue was discussed.
- 4.3.6 Issues resolved informally by the parties between formal ERC meetings may, subject to mutual agreement, be reflected in the subsequent set of minutes of employee relations committee meetings.
- 4.3.7 The minutes are not binding on either party nor are they subject to the grievance procedure.

#### 4.4 Workload Issues

- 4.4.1 If an employee or employees have a concern(s) regarding workload, it should first be discussed with the appropriate manager.
- 4.4.2 If the issue remains unresolved, the Union may raise it at the appropriate MERC.
- 4.4.3 The parties recognize that open and candid dialogue and a mutual commitment to building trust will go a long way to the resolution of the issues that arise.
- 4.4.4 While the parties understand that the MERCs, as a part of their mandate, will monitor and attempt to resolve specific workload issues, such issues shall remain at the MERC and shall not be referred to the CERC.
- 4.4.5 Where service delivery crosses more than one Ministry, the MERCs will form a working group across the affected Ministries to resolve workload issues. Where necessary, the CERC may be called upon to assist in the establishment of the working group.

#### 4.5 Referral of Unresolved Matters

- 4.5.1 Matters which are not resolved at the MERC may be referred to the Deputy Minister in accordance with Article 16.3 of the Central Collective Agreement.
- 4.5.2 Matters not resolved under Article 16.3 of the Central Collective Agreement may be referred to the Central Employee Relations Committee.

#### ARTICLE 5 – LOCAL EMPLOYEE RELATIONS COMMITTEES (LERCs)

- 5.1 Upon mutual consent, the parties will establish a LERC.
- 5.1.2 The Deputy Minister will nominate one (1) official of the ministry to represent management, and that person may nominate not more than two (2) others to assist him/her. A Human

Resources staff official may attend as well assist the designated official. The Union will designate not more than three (3) bargaining unit members who are ministry employees within the appropriate Local or unit. A Union Staff Representative may attend as well to assist the bargaining unit members and represent the Union.

- 5.1.3 With the prior agreement of both parties, either party may be accompanied by one or more persons to provide expertise and advice on specific items, or to act as observers or trainees.
- 5.2 Meetings
- 5.2.1 LERC meetings may be held not more than once every two months at a mutually agreed upon time and place.
- 5.3 Agenda and Minutes
- 5.3.1 Annotated agendas of reasonable length detailing issues in a clear and concise fashion will be exchanged by the parties at least two weeks prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concern of individual employees.
- 5.3.2 With mutual consent additional items may be added prior to, or at the meeting.
- 5.3.3 One set of minutes will be produced by the Ministry within fourteen (14) working days of each meeting. The minutes will reflect matters discussed and any agreement or disagreement on solutions proposed. Where a matter is deferred, the minutes will reflect which party is responsible for follow-up.
- 5.3.4 At the conclusion of the meeting the Co-Chairs shall ensure that draft minutes of the meeting are prepared and circulated to the members of the committee within ten (10) working days from the date of the meeting. These minutes will be signed by the Co-Chairs who authorize them for distribution. The signed minutes will be posted on the Ministry's Intranet and on the Union's website.
- 5.3.5 The committee will establish a timeframe within which to respond to an agenda issue discussed at a meeting. In determining a timeframe the parties shall consider the complexity of the issue and allow sufficient time to investigate and respond. In the event that the parties cannot determine a timeframe, a response must be given within thirty (30) working days from the date of the meeting at which the issue was discussed.
- 5.3.6 Issues resolved informally by the parties between formal ERC meetings may, subject to mutual agreement, be reflected in the subsequent set of minutes of employee relations committee meetings.
- 5.3.7 The minutes are not binding on either party nor are they subject to the grievance procedure.
- 5.4 Referral of Unresolved Matters
- 5.4.1 Matters which cannot be resolved, after all reasonable efforts have been exhausted at the local level, may be referred to the Ministry Employee Relations Committee (MERC) at the request of either party.

- 5.4.2 Notwithstanding Section 5.4.1, it is agreed that informal consultation may prove beneficial in resolving matters that have not been resolved at the LERC level. The purpose of this joint consultation is to attempt to resolve matters in dispute so that they will not have to be referred to the MERC. Nothing in this section precludes the direct referral of an unresolved local issue to the MERC.
- 5.4.3 Where a LERC does not exist for the relevant Local or work unit, matters may be referred directly to the MERC.

#### ARTICLE 6 - ADMINISTRATION

- 6.1.1 Leave of absence without loss of pay or credits shall be granted to bargaining unit representatives of the MERC for the purpose of attending meetings, unless such leave unduly interferes with the operating requirements of the Ministry. Leave requests shall not be unreasonably denied.
- 6.2 Leave of absence with pay shall be granted to bargaining unit representatives of the MERC and LERC to accommodate reasonable travel time.
- 6.3 At the Ministry level, time off work, with pay, shall be granted for Union team caucus 4 hours preceding the scheduled meeting.
- 6.4 Travel and other expenses as the result of leaves granted above shall be borne by the Union.
- 6.5 Any Minutes of Understanding created as a result of the agreement of the parties in the MERC shall be given effect by the signature of responsible officials of both parties, but no agreement shall be binding upon the Union without approval by the President of the Ontario Public Service Employees Union or his/her designee, and no agreement shall be binding upon the Ministry without approval by the Deputy Minister or his/her designee.

#### ARTICLE 7 - TERM

- 7.1 This Memorandum of Agreement will remain in force for one year from the date of signing and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other, in writing at least ninety (90) days prior to the expiration date, that it wishes to amend the Memorandum of Agreement. It is further understood that the current agreement will remain in force and effect until a new agreement is entered into.

Signed this 14<sup>th</sup> day of November, 2008, in Toronto, Ontario

For the Ontario Public Service Employees Union:

For the Ministry of Municipal Affairs & Housing

*Kevin DesRosiers*

Kevin DesRosiers, Co-Chair

*Diane Phillipson*

Diane Phillipson, Co-Chair

*Lorilee Riddell-Carpenter*

Lorilee Riddell-Carpenter, Member

*Cherrie Lethbridge*

Cherrie Lethbridge, Member

*Stephen George*

Stephen George, Job Security Officer

*Carol Kiley*

Carol Kiley, Member

*Warren Thomas*

Warren Thomas, President <sub>OPSEU</sub>

*Larry Clay*

Larry Clay, Member

*Edith Brethour*

Edith Brethour, Resource