

MEMORANDUM OF AGREEMENT

Between:

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

- and -

THE CROWN IN RIGHT OF ONTARIO
as represented by the Ministry of the Attorney General

Re: Appendix 32 and Revitalized Workforce Project

WHEREAS the parties have agreed to resolve issues related to the court support workforce, as they pertain to Appendix 32 of the Collective Agreement between the parties and the Revitalized Workforce Project and all memorandums between the parties pertaining thereto;

THEREFORE the parties agree to the following principles:

- 1) Effective January 1, 2008, all FPT employees who are in the position of Court Services Specialist (CSS) will be placed in the highest step held by the individual employee in the highest classification used to determine his/her blended rate, as set out in Appendix A.
- 2) Effective January 1, 2008, 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 7 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.
- 3) The parties agree that employees will be assigned work as follows:
 - a. The employer recognizes that the primary work of courtroom staff will be working in the courtroom as described in their job specifications.

- b. 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.
- 4) The parties agree that, 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.
- 5) (a) Effective January 1, 2008, the Categories of Annual Hours as set out in Section 2 of Appendix 32 shall not apply and the Flexible Part-time 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) Flexible part-time employees currently assigned to the 720 and 1000 hour categories will be assigned to Category 1 as noted above.
- (c) Flexible part-time employees currently assigned to the 1200, 1400 and 1500 hour categories will be assigned to Category 2 as noted above.
- (d) Current 1200-1400-hours category employees may choose to be assigned to the 1500 or 1000-hours category in writing by November 9, 2007.
- (e) The Employer maintains the right to schedule employees beyond the minimum hours for category 1 and 2 above.
- (f) Effective January 1, 2008, for each annual hours category, each 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.

- (g) Effective January 1, 2008, the parties agree that 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. .
- (h) Effective January 1, 2008, in addition to the minimum number of hours provided in an employee's assigned annual hours category, any authorized hours worked up to 10 percent (10%) above the employee's assigned annual hours category will be paid at straight time rates.
- (i) Effective January 1, 2008, 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%) overage less any hours already paid at the overtime rate per 5 (g) 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 employees works a total of 1300 hours in a year;
 - Of those 1300 hours, 100 (or 10% of 1000) are overage 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 5 (g) 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.
- (j) 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.
- (k) For clarification and for the purpose of insured benefits cost shared between the employer and the employee, the parties agree where employees participate in those plans, 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%).

6) (a) The parties agree that effective January 1, 2008:

- current employees who are designated as Flexible Part-Time as of the date of this Agreement, and
- all future 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 Appendix 32 and the Memorandum of Settlement dated December 20, 2005. Current employees who wish to withdraw must do so in writing by November 9, 2007 the withdrawal to be effective January 1, 2008.

(b) Notwithstanding Article 31A.1 of the Collective Agreement, employees who elect to withdraw from benefits as per paragraph 5) (a) above, shall be entitled to the following provisions of the Collective Agreement:

1. Article 31A.5:
Holidays: 4% 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

(c) 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 Appendix 32 and the Memorandum of Settlement dated December 20, 2005.

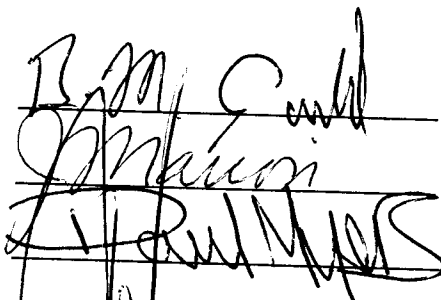
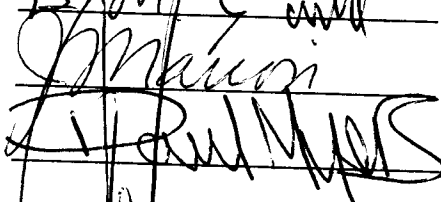
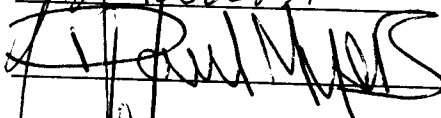

(d) Employees may re-elect as per paragraph (a) during December of the third year

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.
- 7) The parties agree that this Memorandum of Agreement fully satisfies the one-year review as set out in Appendix 32 as Section 3 and the review at paragraph 8 of the Memorandum of Settlement between the parties dated December 20, 2005 except for those disputes where the resolution of the dispute was referred to the review (as attached hereto at Appendix C).
- 8) The parties agree that all grievances, disputes, complaints, actions and demands relating to Appendix 32 and associated Memoranda of Settlements, as listed and attached to this Agreement at Appendix B, are hereby fully and finally resolved and are withdrawn.
- 9) The parties agree that the JDRC committee is hereby concluded and will only reconvene one time in November 2007 to discuss the results of the Employer's review as per s. 5(vi)(d) of the Memorandum of Settlement dated December 20, 2005.
- 10) The parties agree that any disputes and/or grievances that arise from the original Appendix 32, associated Memoranda of Settlement and the amendments to appendix 32 contained herein will continue through the normal grievance process as outlined under article 22 of the Collective Agreement.
- 11) The parties hereby agree to bring this document to their respective principals and recommend approval.

Dated this 13th day of September 2007

For the Union:

For the Employer:

