

Memorandum of Settlement

Between

The Crown in Right of Ontario

-And-

The Ministry of the Attorney-General

-And-

OPSEU

In the Matter of resolving all outstanding items pursuant to Appendix 32 of the Central Collective Agreement.

The above listed parties hereby agree to the following, on a without prejudice or precedent basis, in full and final resolution of all outstanding matters arising out of and pursuant to Appendix 32 of the Central Collective Agreement:

- (1) OPSEU hereby agrees that all of the outstanding grievances, namely, those listed as GSB #s 1873/97, 1753/01, 1796/01, 0362/02, 0363/02 and 0364/02, shall be withdrawn in their totality by the grievors; and, further, as indicated in the Memorandum of Settlement entered into between OPSEU and the Crown in Right of Ontario dated June 11, 2005, in paragraph 12, sub-paragraph 14, "The parties agree to a moratorium on any new classification grievances or complaints during the term of the collective agreement."
- (2) The following terms of the Collective Agreement apply to Flexible Part-time staff of the Ministry of the Attorney General: Articles 18.1(c), 19, UN6, UN9, UN11, UN15 and Appendices 9, 13, 17 and 18.

- (3) The following provisions of the Collective Agreement are agreed to, as amended (and subject to the modifications set out in the definition section of this Memorandum of Settlement), 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.
- (4) No other provisions of the Collective Agreement other than those included in paragraphs (2) and (3) of this Memorandum of Settlement and those referred to in Appendix 32 of the Central Collective Agreement shall apply to Flexible Part-time staff of the Ministry of the Attorney General. Without restricting the generality of the foregoing, the parties to this agreement confirm that Article 31.A.7 (Benefits—Percent in Lieu) shall not apply to Flexible Part-time staff of the Ministry of the Attorney General. For example, a Flexible Part-time employee who elects not to participate in the Supplementary Health and Dental Plans or opts out at a later date, shall not be entitled to receive a percentage of salary in lieu thereof.
- (5) The parties agree to the application of the following definitions to those items agreed to and identified in paragraph (3) 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 (720): 2.76 hours;
 - Category 2 (1000): 3.83 hours;
 - Category 3 (1200): 4.59 hours;
 - Category 4 (1400): 5.36 hours;
 - Category 5 (1500): 5.74 hours.
 - (vi) For purposes of Article 56, the posting and filling provisions shall be waived to allow movement between categories on the basis of seniority where the following conditions are met:
 - (a) the vacant position is identical to the position occupied by the employee; and,
 - (b) the vacant position is in the same work location as the position occupied by the employee; and,
 - (c) movement between categories shall be restricted to a maximum of two (2) categories above the employee’s current category of hours; and,

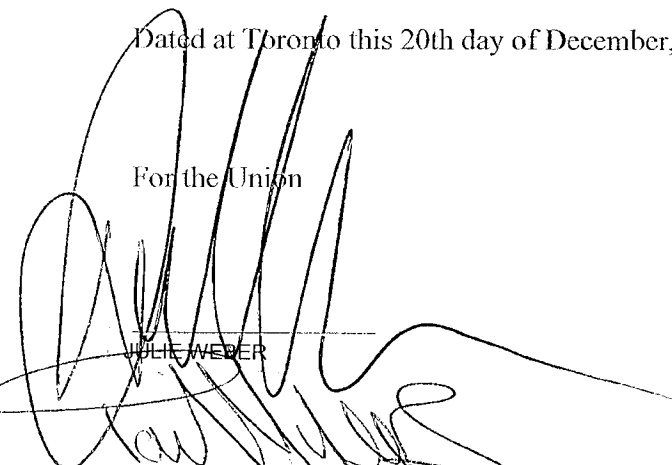
- (d) this process shall be reviewed after one (1) year from the date of implementation to determine its on-going workability. For greater clarity, the review shall commence in or about October, 2007. If, after the review, the employer determines that this is not workable, then, for purposes of posting and filling flexible part-time positions at the Ministry of the Attorney General, Article 56, as modified by this Agreement, shall apply. The Employer agrees to discuss the results of the review prior to making any final decision.
- (6) Paragraph 2 of Section 1 of Appendix 32 is amended to include unclassified court interpreters. As well, all irregularly scheduled, unclassified court services staff hired after the date of ratification (June 24, 2005) and prior to the date of the employee site conversion who were performing work in those positions listed in paragraph 2 of section 1 of Appendix 32 shall be converted in accordance with the terms of this Memorandum of Settlement after six (6) months of post-training work experience provided that there is no other FPT employee with greater seniority in an identical position in the same work location at a lower annual hours category who elects to move a maximum of two (2) categories up into the annual hours category proposed for the FPT employee who has just concluded the six (6) months of post-training experience.
- (7) 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 six dollars (\$6.00) except where free meals are provided or where the employee is being compensated for meals on some other basis.
- (8) The parties agree to review the application of Article 67.1.1 and Article 68.4 of the Collective Agreement after one (1) year from the date of implementation. For greater clarity, the review shall commence in or about October, 2007. The parties further agree that this is agreed to without prejudice to any position the parties may take at the conclusion of the review. For greater clarity, any dispute referred to the Dispute Resolution Process shall be referred within 30 days of the conclusion of the review. The parties agree that any dispute filed in accordance with this paragraph shall be deemed to have been filed as of February 1, 2006.

- (9) Flexible Part-Time (“FPT”) Training.
- (a) For purposes of appointment to an FPT position pursuant to Article 56, an individual may require training to perform at the working level. It is understood that the training period is strictly for the purpose of ensuring the employee can perform his/her duties at the full working level.
 - (b) During the training period, the hours of work shall not be included in the calculation of the employee’s accumulated hours for purposes of determining his/her working level annual hours category.
 - (c) The parties agree that the actual length of a training period may vary in accordance with the specific requirements of the position and depending upon an individual employee’s skills, qualifications and experience at the time of hiring.
 - (d) The parties agree that the training period ceases when the Employer is able to assign the employee to the full working level of the position.
 - (e) An individual appointed pursuant to paragraph (9)(a) may be temporarily assigned to any of the hours of work categories for training purposes only.
 - (f) Notwithstanding paragraph (9)(d), a training period shall not exceed four (4) months.
 - (g) For the purposes of all benefits, the parties agree that an employee shall earn entitlements based upon the annual hours category he/she is temporarily assigned to during said training period. For further clarity, all unused, accrued credits shall be banked.
 - (h) Any training hours worked in excess of an employee’s pro-rated temporary training hours of work category shall be accumulated and applied to his/her working level annual hours category.
- (10) The blended FPT wage rate for as-required, multiple, unclassified contract holders converting to classified FPT status shall be determined in accordance with Appendix 1, attached herein.
- (11) For the purpose of clarifying paragraph 1 of section 3 (Assignment To Annual Hours Categories) of Appendix 32 of the Central Collective Agreement hours worked on temporary assignment outside of court and leaves of absence which are applicable to unclassified employees and have been approved by the employer, shall also be excluded.
- (12) The parties agree to review relevant classification implications that may arise out of the Joint System Subcommittee (JSSC) review process currently underway as it may relate to these court support positions and determine their applicability, if any, to the FPT employees covered by this Memorandum of Settlement.


- (13) This Memorandum of Settlement is subject to and governed by the terms contained in Appendix 32 of the Central Collective Agreement.
- (14) This Memorandum of Settlement is entered into on a without prejudice or precedent basis to any other Appendix 25 (Conversion, Part-time Unclassified) discussions that are occurring at the present time or may occur in the future between OPSEU and the Crown in Right of Ontario.

Dated at Toronto this 20th day of December, 2005.

For the Union



JULIE WEBER



PAUL MYERS



STEPHEN GEORGE

For the Crown in Right of
Ontario

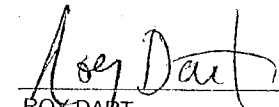


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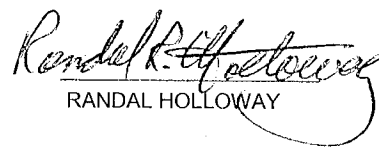
For the Ministry of the
Attorney-General



MICHAEL UHLMANN



ROY DART



RANDAL HOLLOWAY

APPENDIX 1

An "as-required" employee who is converted in accordance with the Memorandum of Settlement and Appendix 32 of the Central Collective Agreement, and who holds two or more different concurrent unclassified contracts upon conversion to classified FPT status shall be assigned a single salary step for pay administration purposes, as follows:

- a) The sum of the relative percentage of hours worked in each unclassified contract multiplied by the employee's current salary step in the respective unclassified contract, shall be used to calculate a "blended FPT salary rate" in accordance with the following formula:

Average Blended FPT Salary Rate:

$$= \begin{matrix} \text{unclass. contract \#1} \\ (\% \times \text{salary step}) \end{matrix} + \begin{matrix} \text{unclass. contract \# 2} \\ (\% \times \text{salary step}) \end{matrix} + \begin{matrix} \text{unclass. contract \#3} \\ (\% \times \text{salary step}) \end{matrix} + \dots\dots\dots$$

- b) "%" means the percentage of hours worked in one unclassified contract, in comparison to the total hours worked one year prior to the date of ratification of the Collective Agreement, specifically the pay-periods from June 20, 2004 to June 19, 2005.
- c) "Salary step" means the specific salary step (in the classification) at which the employee was being paid in a specific unclassified contract.
- d) The average blended FPT salary rate shall be matched to the salary step that is closest to, but not lower than, the blended FPT salary rate, within the following classifications (inclusive):

Office Administration OAD05, or
Office Administration OAD06, or
Office Administration OAD07, or
Office Administration OAD08, or
Office Administration OAD09, or
Office Administration OAD10, or
Usher Messenger 1, or
Court Reporter 1, or
Court Reporter 2, if qualified and working as one, or
Senior Usher Messenger, if working in a group leader position.

- e) The FPT employee will be paid at this salary step for all hours worked, regardless of the specific job functions performed.
- f) If a FPT employee, who's rate of pay has been established in accordance with this appendix, has an issue regarding his/her rate of pay specifically as it relates to the amount or percentage of time actually worked in one function/position over another, he/she may raise it with the employer at the conclusion of 6 months from the date of conversion into the FPT position

- g) At the conclusion of a further (additional) 6 months, if the employee still has a concern regarding the rate of pay, the employer shall determine what, if any, year end adjustment should be made and pay out the adjustment as a lump sum. For greater clarity, this shall mean that a final review shall occur at the conclusion of 12 months from the date of an employee's conversion to FPT and shall be dependant solely upon the amount of time worked by the employee in one function/position over another.
- h) Any payout shall occur as soon as reasonably practical following the final review.
- i) The annual review and adjustment process as discussed in paragraph g) shall continue until a new classification system or other process that impacts upon the current classification system, is implemented by the employer.