

**MEMORANDUM OF AGREEMENT**

**Between**

**The Crown in Right of Ontario**  
**As represented by Ministry of Government Services**  
**(The “Employer”)**

**And**

**The Ministry of Community and Social Services**  
**(The “Ministry”)**

**And**

**The Ontario Public Service Employees Union**  
**(“OPSEU”)**

**Preamble:**

WHEREAS the Huronia Regional Centre, Rideau Regional Centre and Southwestern Regional Centre are scheduled to be closed by March 31, 2009 (the “Facilities”);

AND WHEREAS it is the desire of the parties to this agreement to facilitate the transition of OPSEU represented employees impacted by the pending closures of the Facilities (the “employees”);

AND WHEREAS it is a further desire of the parties to facilitate the transition of developmental services underway within the Ministry of Community and Social Services;

AND WHEREAS the parties acknowledge that the transition of developmental services from the Facilities to the community does not constitute a sale of business under section 69 of the *Labour Relations Act*, 1995, nor does it require the negotiated transfer of bargaining unit jobs or functions pursuant to the provisions of Appendix 18, but is a Schedule "D" transfer pursuant to Appendix 18 of the Central Collective Agreement;

AND WHEREAS a Reasonable Efforts Committee has been established and was working collaboratively under Appendix 36 of the Collective Agreement between the Employer and OPSEU during the transition of the Facilities;

**NOW THEREFORE the parties agree:**

**A) TRANSITION SUPPORTS**

1. The parties agree that the Ministry will provide additional career supports through the Skills Enhancement Tuition Fund for classified full time and part time employees whose home position is in a facility, not to exceed \$300,000 in each of 2007/ 2008 and 2008/2009.
2. Each employee is entitled to a total of up to \$250 for reimbursement of expenses pursuant to the Skills Enhancement Tuition Fund if used for career supports for expenses for one on one counselling for assistance in the development of a resume and/or completion of the Employee Portfolio and/or career counselling.
3. For clarification, 1 and 2 above are in addition to and does not replace the current entitlements under the Collective Agreement.

**B) RECRUITMENT SUPPORTS**

1. Before posting a permanent OPSEU vacancy under Article 6.1.1, the Ministry will post the permanent vacancy for five (5) business days restricted to Huronia Regional Centre, Rideau Regional Centre and Southwest Regional Centre classified and unclassified employees. Interested employees will be required to submit their resumes and the Ministry will screen the eligible applicants in accordance with the selection criteria outlined in the job advertisement.
2. Applicants who are classified employees whose home positions are in one of the Facilities and who are qualified to perform the required duties will be granted an interview pursuant to article 6.4 of the Central Collective Agreement. The Ministry reserves the right to repost the OPS vacancy pursuant to Article 6.1.1 where no qualified facility employee is selected. This process will be effective thirty (30) days following the signing of this agreement and will be in place until March 31, 2009.
3. Effective the date of signing of this agreement until March 31, 2009, a classified full or regular part time employee who is 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 (2) one-half (1/2) days per calendar year. The employee shall provide the Ministry with at least 48 hours advance notice and the Ministry will authorize the time off.

### **C) RELOCATION SUPPORT**

1. Notwithstanding Article 20B.3.2 of the collective agreement, the Parties agree that the Ministry shall reimburse classified full or regular part time employees who are laterally transferred or redeployed beyond a forty (40) kilometre radius of the headquarters of his/her home position under Article 20B 3.2, up to a maximum of \$3000 towards the cost of moving household goods and incidental expenses in accordance with the Employer's Policy on Relocation Expenses. Reimbursement will be made on submission of original receipts no later than June 30, 2009, the total reimbursements for all employees not to exceed \$400,000 in each of 2007/2008 and 2008/2009.

### **D) SURPLUS NOTICE**

1. Where a facility employee is on a temporary assignment within or outside of the Ontario Public Service, the parties agree that notice of surplus will not be issued until the end of the temporary assignment. Where operationally necessary, the Employer reserves the right to end the temporary assignment with appropriate notice and return the employee to his/her home position and issue surplus notice to the employee.
2. For greater clarity, a temporary assignment includes leaves of absences for work outside of the Ontario Public Service and authorized by the Ministry.
3. The Ministry agrees it will continue its practice in the Developmental Services Facilities that an employee who is issued six (6) months notice of layoff in accordance with Article 20B.2.1 of the Central Collective Agreement will not be required to work during this period.

### **E) DIRECT ASSIGNMENT**

Effective 90 days following the signing of this agreement, the following will be effective:

1. Interested classified employees who have yet to receive notice of layoff will be deemed to have received their notice of layoff as per Article 20B.3 only for the purpose of direct assignment on the following conditions:
2. Employees must advise the Ministry in writing that they wish to be considered for redeployment in advance of their notice of layoff.

3. Interested employees must complete and forward a completed Employee Portfolio to the Ministry's Human Resources Branch prior to being considered for direct assignment under this section.
4. 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 classified employees and Article 62.1 with respect to regular part-time classified employees.
5. Upon direct assignment into a position under this clause, all other rights under Article 20 are forfeited as well as those under sections A, B, D, E and F of this Memorandum of Agreement.
6. Employees who are not matched to a position under this section, will be issued their surplus notice when they would otherwise have received it and are entitled to all terms and conditions pursuant to Article 20 of the Collective Agreement and those under this Memorandum of Agreement.
7. For further clarity, this section shall apply to regular part-time employees, except as modified by Article 62.1 of the Central Collective Agreement.

**F) TERMINATION SUPPORTS**

1. With mutual consent, classified full and regular part time employees who have home positions in a Facility and who wish to exit the OPS prior to receiving their surplus notice, shall receive termination payments in accordance with Article 53 or 78 and enhanced severance in accordance with paragraph 4 of Appendix 9. For clarity, employees electing this exit option are not entitled to payments provided under Article 20B.2.1 Notice and Pay In Lieu. An employee who elects to resign under this provision shall have no other rights or entitlements under the Collective Agreement.
2. The parties agree that a fund of \$9.6 million will be established to provide an allowance in recognition of long service and loss of employment to:
  - a. Current full-time and part-time classified employees who receive notice of surplus and exit the Ontario Public Service; or qualify for unreduced pension and exit the Ontario Public Service;

- b. Current unclassified employees who have worked at least 1,891 straight time hours in classifications required to work 36 ¼ hours per week or 2087 straight time hours in classifications required to work 40 hours per week since date of hire, and who receive notice of termination and exit the Ontario Public Service;

The allocation to be determined in accordance with the parties' agreement at a later date, using a snap shot date of September 1, 2007.

- c. This allowance will be subject to contractual and statutory deductions.
- d. Employees will be entitled to this allowance upon termination from the Ontario Public Service.

**G) RESOLUTION:**

1. The parties agree that they have met their obligations under Appendix 36 of the Central Collective Agreement, and the Reasonable Efforts Committee is hereby concluded.
2. It is understood by the parties that the transfer of residents from the Facilities and the closure of the Facilities is a transfer under Schedule "D" of Appendix 18 of the central Collective Agreement. It is agreed that the requirements of Schedule "D" and the contents of this memorandum fully satisfy the employer's obligations with respect to Appendix 9 and 18.
3. It is understood by the parties that the transfer of residents from Developmental Services facilities is not a transfer of an undertaking and the Union will make no claims under s. 69 of the *Labour Relations Act, 1995* with respect to any of the transfers arising out of the closure of the Developmental Services Facilities. It is further understood that this portion of the release applies to the benefit of the new employer agencies as well as to the Employer.
4. The Ministry confirms its plans to continue with the transition of developmental services underway as per Schedule "A" attached. The parties agree that should a Government decision fundamentally change the implementation of the transition of developmental services, effected either by legislation or cabinet approval, then the parties agree to meet thirty (30) days from the decision to reconsider, if necessary, the terms of this agreement.
5. The parties agree that this Agreement and the provisions herein are only applicable to the closure of the Developmental Services Facilities

and do not otherwise alter the provisions of the Collective Agreement or any applicable statutes.

6. The parties agree that any disputes with respect to the implementation of this Agreement may be grieved in accordance with s. 22 of the Collective Agreement.
7. This agreement shall remain in force in the event that an action is taken under Section 28 of the *Crown Employees Collective Bargaining Act*. However the application of these provisions to individually affected employees will be suspended for the duration of such action.
8. The parties hereby agree to bring this document to their respective principals and recommend approval.

Signed this 2nd day of August in Toronto

**For OPSEU:**

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\_\_\_\_\_ *B M Smt* \_\_\_\_\_  
\_\_\_\_\_ *Suzanne Barnes* \_\_\_\_\_  
\_\_\_\_\_ *[Signature]* \_\_\_\_\_  
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\_\_\_\_\_

**For the Ministry**

\_\_\_\_\_ *[Signature]* \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

**For the Employer:**

\_\_\_\_\_ *[Signature]* \_\_\_\_\_  
\_\_\_\_\_ *[Signature]* \_\_\_\_\_

Ministry of Community  
and Social Services

Ministère des Services  
sociaux et communautaires



Ministry of Children  
and Youth Services

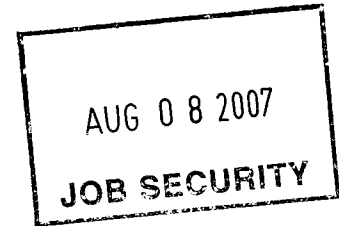
Ministère des Services  
à l'enfance et à la jeunesse

Assistant Deputy Minister  
Program Management Division

Sous-ministre adjoint  
Division de la gestion des programmes

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Télécopieur : 416 325-5432*



August 3, 2007

Mr. Brian Gould  
Chief Negotiator  
Ontario Public Service Employees Union  
100 Lesmill Road  
Toronto, Ontario  
M3B 3P8

Dear Mr. Gould

Re: Memorandum of Agreement Developmental Services Facilities

This will confirm the Ministry's intent to continue to utilize its individual planning approach as well as the existing transfer payment agencies and Long Term Care Facilities in placing the remainder of the residents of the three Developmental Services Facilities referred to in this memorandum of agreement dated August 2, 2007.

Yours truly,

  
Alex Bezzina  
Assistant Deputy Minister  
Ministry of Community and Social Services

c.c. Donna Holmes  
David Zuccato

Ministry of Government Services

Ministère des Services gouvernementaux



Employee Relations Division

Division des relations de travail

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August 10, 2007

Mr. Brian Gould  
Chief Negotiator  
Ontario Public Service Employees Union  
100 Lesmill Road  
Toronto, Ontario  
M3B 3P8

Dear Mr. Gould;

**Re: Memorandum of Agreement Developmental Services Facilities**

Further to our discussions and the Memorandum of Agreement regarding the pending closures of the Developmental Services Facilities dated August 2, 2007, I confirm our further agreement as follows:

Pursuant to Section F2 of the Memorandum of Agreement, the parties agree that the allocation of the fund of \$9.6 million to eligible employees shall be as follows:

Employees who qualify under section F (2) of the Memorandum of Agreement will be entitled to receive an allowance in recognition of long service and loss of employment equal to \$338.58 for every completed year of continuous service in accordance with the Memorandum of Agreement.

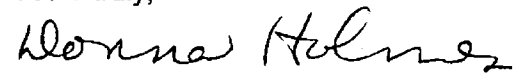
Any unused funds remaining under Section F2 of the Memorandum of Agreement, as of March 31, 2009, will be transferred to OPSEU for the purpose of providing ongoing employee transition supports.

For clarification, this allowance is in addition to and does not replace the current entitlements under the Collective Agreement.

The terms of this letter shall form part of the Memorandum of Agreement referenced above and be binding on the parties.

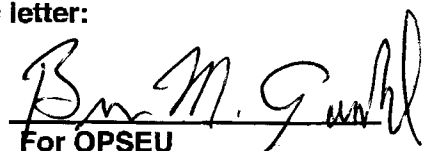
Please sign and return a copy of this letter indicating OPSEU's agreement with the above.

Yours truly,

  
Donna Holmes  
Director, Employee Relations OPS

**The Employer and OPSEU agree to the terms outlined in this letter:**

  
For the Employer

  
For OPSEU