

MEMORANDUM OF SETTLEMENT

BETWEEN:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
("the Union")

- and -

THE CROWN IN RIGHT OF ONTARIO
(As represented by the MINISTRY OF COMMUNITY AND SOCIAL
SERVICES)
("the Employer")

WHEREAS the Union has raised concern regarding the surplus of six (6) Systems Officers 2 in the position of Support Centre Analyst in the Service Management Branch of as a result of the recent re-organization announced on November 19, 2010;

WHEREAS the Parties wish to resolve the union's dispute under Article 22.13 of the Collective Agreement and have agreed to work collaboratively to minimize impacts to Children, Youth and Social Services (CYSSC) staff and;

THE Parties agree that, without precedent or prejudice, this agreement constitutes full and final settlement between the Parties on the following terms;

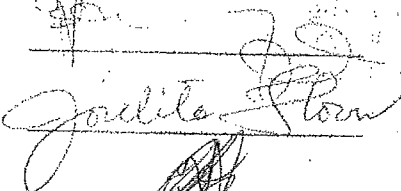
1. The Employer agrees to permanently assign Joselito Flores to an Online User Acceptance Tester (SO3) position in the Community and Social Services Development Branch of the Children, Youth and Social Services I&IT Cluster, Ministry of Community and Social Services.
2. The Union agrees to waive any corporate clearance requirements and to waive Article 6 – *Posting and Filling of Vacancies or New Positions* of the OPSEU Collective Agreement for the permanent assignment described in paragraph 1 and further agrees not to advance any grievances arising from this assignment.
3. The Employer agrees to assign one of the surplus Systems Officers 2 listed in Appendix A to a permanent Support Centre Analyst (SO2) position in the Service Management Branch of the Children, Youth and Social Services I&IT Cluster, Ministry of Community and Social Services, according to seniority.

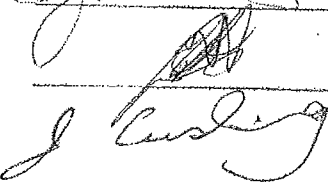
4. The Union agrees to waive any corporate clearance requirements and to waive Article 6 – *Posting and Filling of Vacancies or New Positions* of the OPSEU Collective Agreement for the permanent assignment described in paragraph 3 and further agrees not to advance any grievances arising from this assignment.
5. The Parties agree that this settlement is not an admission or concession of liability or wrong doing on the part of any of the parties to this agreement.
6. The Union agrees to withdraw the above noted dispute.
7. The Union agrees that they release and forever discharge the Employer, its servants, agents, employees and directors of and from all actions, causes of action, claims and demands of every nature and kind arising out of or as a result of or in any way related to this Memorandum of Agreement.

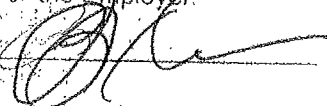
Dated this _____ day of _____

For OPSEU:

For the Employer:





 Feb 04/11

Appendix A

List of Surplused SO2 Employees

Support Centre Analysts in Service Management Branch, CYSSC

Classification	Position Title	Employee Name	Work Address
SO-02	Support Centre Analyst	Umar Pathan	5775 Yonge Street, 4th Floor Toronto, Ontario, M2M 4J1
SO-02	Support Centre Analyst	Sherry Murray-Davis	5775 Yonge Street, 4th Floor Toronto, Ontario, M2M 4J1
SO-02	Support Centre Analyst	Kwame Liburd	5775 Yonge Street, 4th Floor Toronto, Ontario, M2M 4J1
SO-02	Support Centre Analyst	Johanna Boosalis	5775 Yonge Street, 4th Floor Toronto, Ontario, M2M 4J1
SO-02	Support Centre Analyst	Vidya Jagasar	5775 Yonge Street, 4th Floor Toronto, Ontario, M2M 4J1