

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 surplusings 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;

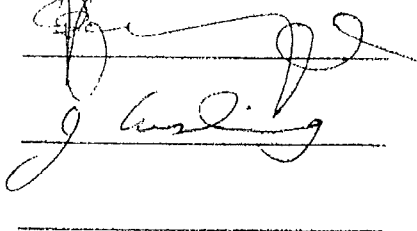
THE Parties agree that, without precedent or prejudice, this agreement constitutes full and final settlement between the Parties on the following terms;

1. The Employer agrees to post the permanent position of Accessibility Technology Analyst (SO3) in the Accessibility Centre of Excellence, Service Management Branch, CYSSC, Ministry of Community and Social Services, restricted to employees in the Children, Youth and Social Services I&T Cluster, Ministry of Community and Social Services, and Ministry of Children and Youth Services who are living and/or working within 125 km of 5775 Yonge Street Toronto.
2. The Employer agrees to post three (3) permanent positions of Situation and Issues Management Analyst (SO3) in the Service Management Branch, CYSSC, Ministry of Community and Social Services, restricted to employees in the Children, Youth and Social Services I&T Cluster, Ministry of Community and Social Services, and Ministry of Children and Youth Services who are living and/or working within 125 km of 5775 Yonge Street, Toronto

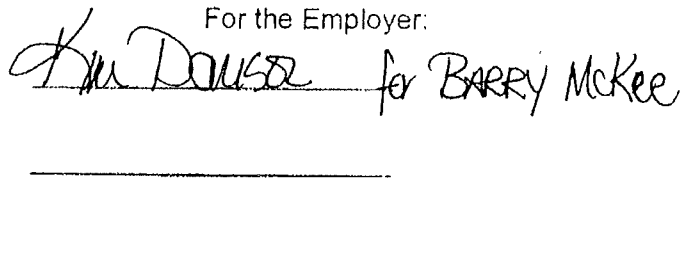
3. The Union agrees to waive Article 6.6.2 of Article 6, *Posting and Filling of Vacancies or New Positions* of the OPSEU Collective Agreement for the positions described in paragraph 1 and 2 and further agrees not to advance any grievances arising from this restricted posting from any of its members
4. 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.
5. The Union agrees to withdraw the above noted dispute.
6. 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 Settlement..

Dated this 16 day of FEBRUARY 2011.

For OPSEU:



For the Employer:



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	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 Boosalls	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