

February 7, 2008

**MEMORANDUM TO:** Union and Management Co-Chairs of ERCs in MCSS

**FROM:** Roxanne Barnes                      Frank Caccia  
OPSEU Co-Chair, MERC              Management Co-Chair, MERC

**RE:**                      **Revised ERC Terms of Reference**

---

We are very pleased to share with you newly revised terms of reference for Employee Relations Committees established in the Ministry of Community and Social Services in accordance with Article 16 of the OPSEU Central Collective Agreement.

These new terms of reference are founded on important principles of open communication, flexibility and mutual respect. They reflect an increased focus on building and maintaining positive relationships between union and management representatives, and highlight that a key purpose of ERCs is to engage employees and union representatives in consultation to address and resolve issues of mutual interest. In addition, they express the parties' commitment to support early and local resolution of complaints and grievances.

Among other changes from the previous version, the revised terms of reference:

- Set time frames for developing agendas, for responding to issues following detailed discussion, and for circulating draft minutes of ERC meetings (Articles 6, 7 & 8).
- Provide for establishment of Regional ERCs where there is mutual agreement at the respective work sites (Article 7).
- Establish that the size of Regional and Local ERCs is to be determined by mutual agreement, while providing some general guidelines (Article 7).
- Establish new provisions for caucus time and travel time for union members of Regional and Local ERCs (Article 7).
- Provide additional detail regarding the required content of ERC minutes (Article 8).
- Modify processes for the distribution of minutes (Article 8) and for the referral of unresolved issues (Article 9).
- Clarify the scope of discussions permitted within ERCs (Article 12).

Our mutual efforts to establish and maintain positive union-management relations are founded on a shared conviction that solid relationships between the parties support effective resolution of issues and contribute to higher productivity and employee morale. Therefore, we would also like to share with you the attached "Sample Joint Commitment to Building Stronger Workplace Relationships", which has been jointly developed as a tool for use by ERCs throughout the ministry. We encourage you to use this tool in your joint committees, either by adopting it as written or by modifying it to suit your mutual needs and interests.

We are also providing you with a copy of a revised form to be used when you refer unresolved matters to MERC. The attached form replaces the one that is published in our joint ERC guide at Tab 5, pages 89-90.

Please ensure that all members of your ERCs are provided with a copy of the new ERC terms of reference and an explanation of the changes, as summarized in this memo. During the next few months, OPSEU and the ministry will be working together to update the affected portions of our joint ERC guide.



Roxanne Barnes



Frank Caccia

Attachments (3)

**Memorandum of Agreement**  
with respect to  
**Employee Relations Committees**  
between  
**The Ministry of Community and Social Services**  
("MCSS", "the Ministry")  
and  
**The Ontario Public Service Employees Union**  
("OPSEU", "the Union")

**Article 1 – Introduction and Statement of Principles**

- 1.1 MCSS and OPSEU share a common interest in achieving excellence in the services provided to clients within and outside the Ministry. The parties agree that employees are the Ministry's most valuable resource, and that the Ministry's success in achieving its goals depends on the effective utilization of employees' skills, knowledge and ideas.
- 1.2 The Ministry recognizes that the Union's role is to represent the interests of its members. The Union recognizes that the Ministry's role is to manage in the best interests of the Ministry.
- 1.3 The Ministry and the Union are committed to working together in an environment of open communication, flexibility and mutual respect.

**Article 2 – Mandate**

- 2.1 The purposes of Employee Relations Committees (ERCs) are
  - a) to provide a forum for discussion, negotiation and efficient resolution of issues and concerns with respect to employees in the bargaining unit at the local, regional and ministry level; and
  - b) to foster employee and Union participation in the business of the Ministry, through a consultative process.
- 2.2 The mutual objectives of the parties are:
  - a) to strive to maintain satisfactory working conditions and terms of employment for all employees covered by this agreement;
  - b) to improve and maintain effective communication between the parties;
  - c) to promote constructive and harmonious relations and a climate of mutual respect, trust and integrity;
  - d) to encourage the resolution of issues at the front line managerial level prior to the use of the grievance process; and
  - e) to encourage the resolution of complaints at Stage One and grievances at Stage Two of the grievance procedure, whenever and wherever possible.

### **Article 3 – Unit Covered**

- 3.1 This Memorandum of Agreement covers all employees in the Ministry of Community and Social Services who are members of the “bargaining unit” as defined in Article 1 (Recognition) of the “Central Collective Agreement with respect to Working Conditions and Employee Benefits between the Ontario Public Service Employees Union and the Crown in Right of Ontario, as represented by Management Board of Cabinet” (the “collective agreement”). This Memorandum of Agreement cancels and replaces the previous agreement establishing ERCs.

### **Article 4 – Authority**

- 4.1 The authority for this agreement is derived from Article 16 (Local and Ministry Negotiations) of the collective agreement.

### **Article 5 – Definitions**

- 5.1 “*Working days*” – In this Memorandum of agreement, “working days” means all days except Saturdays, Sundays and designated holidays.

### **Article 6 – Ministry Employee Relations Committee (MERC)**

- 6.1 The MERC shall consist of up to five (5) members from the Union, which may include an OPSEU staff representative, and an equal number from management.
- 6.2 Per Article 16 (Local and Ministry Negotiations) of the collective agreement, the MERC shall be co-chaired by a member of the Ministry’s senior management group.
- 6.3 Either party may invite one or more guests to MERC meetings, to provide expertise and advice on specific items, or as observers or trainees, provided agreement of the other party is obtained in advance. Such requests shall not be unreasonably denied. If the above persons are Ministry employees, they shall be released from duty without loss of pay or attendance credits for the purpose of attending meetings, unless such leave unduly interferes with the operating requirements of the employer.
- 6.4 MERC meetings shall be scheduled six (6) months in advance with due consideration of the requirements of all team members’ work schedules. Regularly scheduled meetings shall be held not more frequently than once every two (2) months. However, either party to the agreement may formally request a special MERC meeting and, provided both parties concur, the meeting shall be convened within ten (10) working days of the formal request at a time and date agreeable to both parties.
- 6.5 Agenda items shall be submitted at least ten (10) working days in advance of each meeting, with sufficient detail to permit effective preparation for the meeting. An agenda as developed by the co-chairs shall be circulated to all MERC members at least three (3) working days in advance of the meeting.

- 6.6 Items may be added to the agenda at the meeting itself but only for the purpose of being scheduled for discussion at a subsequent meeting, unless otherwise agreed to by the parties.
- 6.7 The parties shall make their best efforts to provide a response within fifteen (15) working days following their detailed discussion of the issue.
- 6.8 Ministry employees who are Union members of MERC shall be released from duty without loss of pay or attendance credits for the purpose of attending meetings, unless such leave unduly interferes with the operating requirements of the employer. Union employee members on scheduled days off shall be given equivalent lieu time or assigned to non-shift hours of work without premium or penalty. Article UN 5.1 (Shift Schedules) of the applicable bargaining unit collective agreements shall not apply.
- 6.9 Leave of absence without loss of pay or credits shall be granted for the day prior to scheduled meetings for the purpose of reasonable travel and caucus time for Union employee members. Notwithstanding the foregoing, where any one or more of the Union employee members require additional travel time, the Ministry shall not unreasonably deny the travel time.
- 6.10 Travel and other expenses incurred as a result of leaves provided for in paragraphs 6.3, 6.8 and 6.9 above shall be borne by the Union.
- 6.11 Both parties agree to provide the MERC with mutually agreed upon resources and support necessary to ensure that the Committee's purpose and function, including consultation and communication with employees where required, can be satisfactorily accomplished.
- 6.12 When a subcommittee is created by mutual agreement, the subcommittee will be subject to the same terms as the MERC. This provision does not apply to the following subcommittees, for which terms of reference are the subject of separate agreements between the parties:
- a) The Ontario Disability Support Program Subcommittee, and
  - b) The Family Responsibility Office Integrated Service Delivery Model Change Committee.

## **Article 7 – Local and Regional Committees**

- 7.1 The parties agree that Local Employee Relations Committees (LERCs) and Regional Employee Relations Committees (RERCs) make a valuable contribution to effective employee/employer relations. Every reasonable effort will be made by both parties to facilitate representation of all bargaining unit employees at local or regional employee relations committees.
- 7.2 RERCs are not a required element of the ERC structure in the Ministry, but may be established where there is mutual agreement at the respective worksites.

### **7.3 Membership of LERCs and RERCs**

7.3.1 The size of local and regional committees shall be determined by mutual agreement, at the local level for LERCs and at the regional level for RERCs.

7.3.2 As a general guideline, committees should reflect the size of the bargaining unit population in the work unit(s) represented by the committee. Examples of committee sizes are provided below; however, the size of any LERC or RERC may be increased or decreased, by mutual agreement.

a) LERCs at single sites representing a small group of bargaining unit employees would normally consist of up to two (2) appointees of local and/or regional management, and up to two (2) bargaining unit employees from the work unit(s) represented by the committee.

b) LERCs representing more than one site would normally consist of up to four (4) appointees of local and/or regional management, and up to four (4) bargaining unit employees from various work units represented by the committee.

c) RERCs, as well as LERCs representing multiple sites or large institutions or other large organizations, would normally consist of up to five (5) appointees of local management and up to five (5) bargaining unit employees from various work units represented by the committee.

7.3.3 In addition, a human resources representative and a staff representative of the Union may attend any meetings of LERCs and RERCs, and may be designated as members of the committee by the respective parties. The absence of the human resources representative or Union staff representative shall not be a reason for the cancellation of a meeting.

7.3.4 For each committee, the method of selection of the employee representatives shall be the prerogative of the Union.

7.3.5 LERCs and RERCs that are already established as of the date of signing of this Memorandum of Agreement shall be deemed to have been established by mutual agreement, regardless of the current size of those committees.

7.4 Either party may invite one or more guests to LERC and RERC meetings, to provide expertise and advice on specific items, or as observers or trainees, provided agreement of the other side is obtained in advance. Such requests shall not be unreasonably denied. If the above persons are ministry employees, they shall be released from duty without loss of pay or attendance credits for the purpose of attending meetings, unless such leave unduly interferes with the operating requirements of the employer.

7.5 Meetings of LERCs and RERCs will be held not more frequently than once a month, unless by mutual agreement between the parties an earlier meeting is considered necessary.

- 7.6 Agenda items shall be submitted at least ten (10) working days in advance of each meeting, with sufficient detail to permit effective preparation for the meeting. An agenda as developed by the co-chairs shall be circulated to the members of the committee at least three (3) working days in advance of the meeting.
- 7.7 Items may be added to the agenda at the meeting itself but only for the purpose of being scheduled for discussion at a subsequent meeting, unless otherwise agreed to by the parties.
- 7.8 The parties shall make their best efforts to provide a response within fifteen (15) working days following their detailed discussion of the issue.
- 7.9 Ministry employees who are Union members of a LERC or a RERC shall be released from duty without loss of pay or credits, unless such leave unduly interferes with the operating requirements of the employer. Union employee members on scheduled days off shall be given equivalent lieu time or assigned to non-shift hours of work without premium or penalty. Article UN 5.1 (Shift Schedules) in the applicable bargaining unit collective agreements shall not apply.
- 7.10 Time off prior to RERC and LERC meetings, without loss of pay or credits, shall be granted for the purpose of reasonable caucus time for Union employee members of the committees. Where attendance at RERC and LERC meetings requires out-of-town travel, time off prior to meetings, without loss of pay or credits, shall also be granted for the purpose of reasonable travel time.

#### **Article 8 – Minutes of ERC Meetings**

- 8.1 Minutes of ERC meetings shall be prepared by the Ministry. Draft minutes shall be circulated to the members within ten (10) working days following each meeting. Agreed minutes shall be signed by the co-chairs.
- 8.2 The minutes will reflect those matters discussed and/or decided by the ERC. In the event of a disagreement regarding the resolution of an item, the positions of both parties shall be noted in the minutes. For matters that have not been concluded, the minutes shall reflect which party is responsible for a response or further action, and the agreed time frame.
- 8.3 Where an issue has been raised at the table and subsequently resolved informally by the parties between formal meetings, the resolution shall be reflected in the minutes of a subsequent ERC meeting.
- 8.4 Signed MERC minutes shall be posted on the Ministry's intranet and on the Union's website.
- 8.5 Copies of LERC and RERC minutes shall be sent by the management co-chair to the two Co-Chairs of MERC. Other provisions for posting and/or distribution of LERC and RERC minutes shall be as agreed by the respective co-chairs.
- 8.6 Minutes are not subject to the grievance procedure under the Collective Agreement.

## **Article 9 – Referral of Unresolved Matters**

- 9.1** After all reasonable efforts have been exhausted at the Local or Regional level, either co-chair may refer unresolved matters to MERC. The co-chair referring the unresolved matter shall complete the referral form attached as Appendix A to this Agreement, and shall forward copies to the other co-chair of the LERC or RERC from which the matter is being referred, and to the co-chairs of MERC.
- 9.2** In sites where there is no Local or Regional ERC, matters that are unresolved following discussions between local representatives of union and management may be referred directly to MERC by either party, with concurrent notice to the other party at the local level.
- 9.3** After all reasonable efforts to resolve a matter at MERC, either co-chair may refer unresolved matters to either the Deputy Minister or the Central Employee Relations Committee (CERC), as provided in Article 16 (Local and Ministry Negotiations) of the central collective agreement. The co-chair referring the matter shall concurrently notify the other MERC co-chair of the referral.

## **Article 10 – Minutes of Understanding**

- 10.1** Where, as a result of discussions under this Memorandum of Agreement, an agreement is reached on any matter of continuing significance, that agreement may be recorded in a Minute of Understanding.

## **Article 11 – Status of Agreements reached by Employee Relations Committees**

- 11.1** A Minute of Understanding or other agreement reached in an ERC shall be given effect by the signature of responsible officials of both parties, but no agreement shall be binding upon the Ministry without approval by the Deputy Minister or his/her nominee and no agreement shall be binding upon the Union without ratification by the President of the Ontario Public Service Employees Union or his/her nominee.
- 11.2** The parties agree that this Memorandum of Agreement and any Minutes of Understanding or other agreement reached in accordance with paragraph 11.1 shall not be subject to mediation or arbitration.
- 11.3** Paragraph 11.2 does not apply to any Memorandum of Settlement or Memorandum of Agreement reached by the parties as the resolution of a grievance or grievances filed pursuant to Article 22 of the central collective agreement.

## **Article 12 – Exclusions from Agreements**

- 12.1** It is agreed that the following items will not be the subject of an agreement; however, this restriction is not intended to limit the scope of discussions at ERC meetings.
- a) Any matters directly controlled by the Public Service Commission and/or Management Board of Cabinet pursuant to Sections 32 and 33 of the Public

Service of Ontario Act, 2006 (S.O. 2006, Chapter 35);

- b) Any matter which may involve amendments to legislation or regulations;
- c) Any matter of service-wide concern (whether or not approval of a central agency is required);
- d) For LERCs and RERCs, any matter covered by the central collective agreement or a bargaining unit collective agreement, unless expressly permitted by the applicable collective agreement;
- e) At LERCs and RERCs, any matter which is of Ministry-wide application;
- f) At MERC, any matter which is of local concern or application where such matter has not first been reviewed and referred by the appropriate LERC or RERC, provided those committees have been established in the location(s) concerned.

**12.2** At the MERC level, on specific issues where there are exceptional circumstances, both parties might have an interest in exploring the potential for reaching agreements on certain matters covered by a collective agreement. It is understood that the ministry's authority to enter into agreements on matters covered by a collective agreement is limited, and would be subject to all required internal, central agency and cross-ministry approvals.

**12.3** Where there is mutual agreement, a matter which is the subject of a grievance may be discussed at an ERC meeting. The parties are not restricted from reaching an agreement to resolve a grievance, provided such resolution is reached within the grievance procedure pursuant to Article 22 of the central collective agreement.

### **Article 13 – Area and Provincial Co-Chair Meetings**

**13.1** Where there is mutual agreement of the parties, the ministry may request meetings with the Union and Management Co-Chairs of the MERC, LERCs and RERCs at the area or provincial level to discuss matters of mutual interest between the ministry and bargaining unit employees.

**13.2** Minutes of Article 13.1 meetings shall be taken and distributed to the affected local offices of the ministry and be posted in a conspicuous location at the workplace.

### **Article 14 – Time Off – Special**

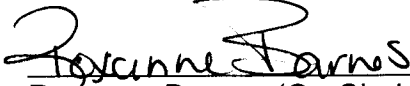
**14.1** Leave of absence without pay, but with no loss of credits shall be granted to the Union MERC members to attend the caucus for their Union Divisional meeting to which these elected members are accountable.


**14.2** Leave of absence without pay, but with no loss of credits, shall be granted to permit the attendance of the Union MERC Co-Chair at the All Chairs meeting.


### **Article 15 – Duration**

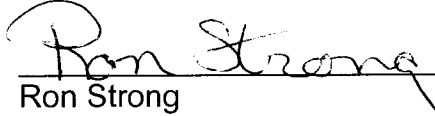
**15.1** The term of this Memorandum of Agreement shall be one (1) year and it shall be renewed automatically thereafter for periods of one (1) year unless either party gives notice of its desire to renegotiate the terms of the Agreement, at least two (2) months prior to the end of the one (1) year term.

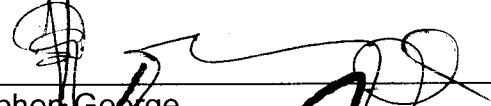
SIGNED ON BEHALF OF THE UNION

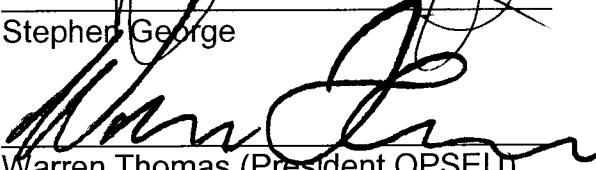
  
Roxanne Barnes (Co-Chair)

  
Liz Daubney

  
Shawn Lavery


  
Ron Strong

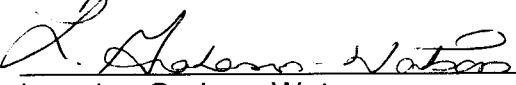
  
Stephen George


  
Warren Thomas (President OPSEU)


Feb 7/08  
Date

SIGNED ON BEHALF OF THE MINISTRY

  
Frank Caccia (Co-Chair)

  
Lorraine Graham-Watson

  
Barbara Nawrocki

  
David Zuccato

Feb 7/08  
Date

## Referring Unresolved Items to MERC

|                                                                                                                  |        |                       |  |
|------------------------------------------------------------------------------------------------------------------|--------|-----------------------|--|
| <b>Name &amp; Location of Local/Regional ERC referring the issue:</b>                                            |        | <b>OPSEU Local(s)</b> |  |
| <b>OPSEU Co-chair:</b>                                                                                           |        | <b>Phone #</b>        |  |
| <b>Management Co-chair:</b>                                                                                      |        | <b>Phone #</b>        |  |
|                                                                                                                  |        |                       |  |
| <b>SUBJECT:</b>                                                                                                  |        |                       |  |
| <b>First Discussion:</b>                                                                                         | (date) |                       |  |
| <b>Most Recent Discussion:</b>                                                                                   | (date) |                       |  |
|                                                                                                                  |        |                       |  |
| <b>Union's Current or Most Recent Position:</b>                                                                  |        |                       |  |
|                                                                                                                  |        |                       |  |
| <b>Management's Current or Most Recent Position:</b>                                                             |        |                       |  |
|                                                                                                                  |        |                       |  |
| <b>Efforts Made by the Parties to Resolve the Issue:</b>                                                         |        |                       |  |
|                                                                                                                  |        |                       |  |
|                                                                                                                  |        |                       |  |
| <b>Submitted by:</b>                                                                                             |        |                       |  |
| <b>Name:</b>                                                                                                     |        |                       |  |
| <b>Signature:</b>                                                                                                |        | <b>Phone #</b>        |  |
| <b>Date of Referral:</b>                                                                                         |        |                       |  |
|                                                                                                                  |        |                       |  |
| <b>Send completed form to:</b> <i>Management MERC Co-Chair <u>and</u> Union MERC Co-Chair</i>                    |        |                       |  |
|                                                                                                                  |        |                       |  |
| <b>Send copies to:</b> <i>The other Co-Chair of the LERC or RERC<br/>from which the matter is being referred</i> |        |                       |  |
|                                                                                                                  |        |                       |  |
| <b>Please attach minutes that reflect discussion of this item at your LERC or RERC.</b>                          |        |                       |  |

For names and addresses of the current MERC Co-Chairs,  
please call the Human Resources Branch at (416) 327-4755.

## **SAMPLE JOINT COMMITMENT to BUILDING STRONGER WORKPLACE RELATIONSHIPS**

Recognizing that positive union-management relationships support effective resolution of issues and contribute to productivity and morale, representatives of management and OPSEU within MCSS strongly encourage joint committees in our workplaces to adopt a set of commitments for building and strengthening their relationships. The following document has been developed jointly as a sample only. By mutual agreement, the members of any joint committee may adopt these commitments as written, or add, subtract or modify any commitments to suit the particular needs of their committee.

### **Joint Commitment to Building Stronger Workplace Relationships**

We, members of the \_\_\_\_\_ committee, place a high value on building and maintaining our relationship based on regular, frank and open communication, mutual respect, trust and integrity.

We are committed to working together to strengthen and maintain our relationship, by:

1. Treating each other with honesty and respect, focusing on issues rather than on personalities.
2. Appreciating each other's high level of commitment to those we represent.
3. Respecting each other's roles and responsibilities.
4. Keeping our minds open to exploring options for the potential resolution of issues.
5. Committing to resolve differences at the earliest possible stage.
6. Giving others the benefit of doubt rather than assuming negative motives.
7. Focusing on the issues before us, leaving behind any baggage from past issues.
8. Communicating in a courteous and business-like manner, being mindful of our tone, volume, inflection and body language.
9. Sharing information we can share, in a timely way, and advising when we cannot.
10. Seeking out information, and practising active listening by observing, paraphrasing, questioning and empathizing.
11. Imagining ourselves in the other person's position in order to fully appreciate their perspective.
12. Giving each other our undivided attention in meetings, avoiding side conversations while others are speaking, removing distractions such as cell phones and blackberries, and avoiding other interruptions.
13. Being respectful of each other's time by being prepared for meetings and being cognizant of start and end times.
14. Ensuring confidentiality is maintained where appropriate and/or requested.
15. Making every effort to meet commitments, and to do so in a timely manner; and advising each other with an explanation as soon as possible, if we cannot meet either the commitments themselves or the committed time frame.