

## **Memorandum of Agreement**

**Between**

**The Ontario Public Service Employees Union (OPSEU)  
("The Union")**

**and**

**The Ministry of Health and Long-Term Care**

**The parties have agreed to work collaboratively through a sub-committee of the MERC, using the following principles to support their relationship, the Union's members and the Ministry's employees represented by OPSEU, during the ministry transformation:**

To promote regular communication and exchange of information relating to the transition underway within the Ministry of Health and Long-Term Care;

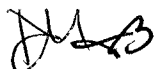
To facilitate information sharing, to explore options, and to promote collaboration relating to ongoing developments with ministry transformation;

To discuss ministry plans and approaches for managing staff through the transformation with the goal of mitigating the negative effects of the changes;

To provide disclosure of the ministry's intentions relating specifically to ministry transformations (in accordance with Collective Agreement obligations).

**The parties agree to the following, to facilitate the successful transition of staff impacted by the pending closure of Ministry Regional Offices, in the Acute and Community Health Division:**

- 1) To facilitate the successful transition of employees of the Regional Offices the ministry will engage the Chief Executive Officers of the Local Health Integration Networks (LHIN), or a representative group, to facilitate the placement of ministry Regional Office employees who may be interested in seeking employment in a LHIN;



- 2) The engagement of the LHIN CEOs, above, will include:
- i. Undertaking a placement process for ministry Regional Office employees who are interested in LHIN employment, for LHIN positions noted in Schedule A to this Agreement;
  - ii. Providing a summary of all Terms and Conditions of LHIN employment, including salary ranges, Pension Plan information, Benefit plan information, Hours of work, and information about work locations for positions and identify potential flexible work location arrangements;
  - iii. Conducting "Job Fairs" in Regional Offices to provide Ministry Regional Office employees an opportunity to fully understand LHIN roles and the terms and conditions of employment, in order for individual employees to confirm their interest in LHIN employment;
  - iv. Based on iii, above, confirming a process for the LHIN CEO and the Regional Office employees to undertake a dialogue to identify the best placement opportunity for the LHIN and the employee, considering the experience and qualifications of the employee;
  - v. Seeking agreement that offers of employment be made to employees in a manner to ensure salary provisions, working conditions and benefits are as close to the employees' current salary, working conditions and benefits as possible;
- 3) OPSEU represented employees who are offered, and accept, employment with a LHIN will receive severance entitlements in accordance with Article 53 or 78 and enhanced severance entitlements in accordance with Section 4b, Appendix 9 of the OPSEU Collective Agreement, and the parties further agree that OPSEU represented employees who accept employment with a LHIN waive all other OPSEU collective agreement entitlements and will have terminated their service with the Ministry;
- 4) The ministry will, deploy OPSEU staff within the ministry's organization, to minimize any surplus declarations as the Regional Offices close;
- 5) The ministry will make efforts to have Regional Office staff deployed to other opportunities within the OPS, and will work with other OPS ministries to extend the "area of search" for positions as broadly as possible, to include Regional Office staff;



- 6) Excluding employees who accept positions in a LHIN, or those deployed elsewhere in the ministry or another ministry in OPS:
  - i. For up to 18 months from the date of this agreement, the ministry will facilitate the in-placement of employees who prefer to remain in the OPS and the ministry will facilitate the separation of employees who prefer to leave;
  - ii. The parties will discuss strategies and tactics to support employee preferences and to explore creative opportunities to meet mutual interests;
  - iii. These strategies and tactics will include and not be limited to:
    - i. Temporary assignments and secondments within the Ministry or within other Ministries;
    - ii. Variable surplus dates;
    - iii. Bridging opportunities;
    - iv. VEO;
    - v. Individual employee meetings to determine employee preferences;
    - vi. Training and learning opportunities.
- 7) Through information sessions and by making support available to staff, the ministry will ensure Regional Office staff who are or will be Factor 80 eligible (subject to the terms of the OPSEU Collective Agreement) or Retirement eligible receive information and support to make a well informed decision.

The parties further agree:

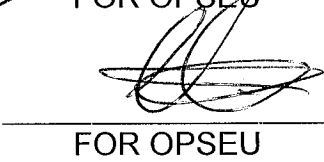
- 1) This agreement is made without prejudice or precedent and it's provisions may not be applied to any future situations;
- 2) This agreement constitutes a reasonable application of Collective Agreement terms covering this situation; and,
- 3) The parties agree that the circumstances surrounding the creation of the LHINs and the timing of the closure of the regional offices are unique and the terms of this agreement will stabilize the employment of Regional Office staff, and satisfy any claims that may arise respecting the employer's reasonable efforts obligations of the Collective Agreement.
- 4) The parties recognize that, at this time, the undertakings described herein are subject to further revision. It is therefore agreed that as specific undertakings are agreed upon the details of which will be set out in subsequent memorandums of agreement;

5) The parties agree that any disputes relating to this agreement will be subject to the Grievance Procedure outlined in Article 22 of the Collective Agreement.

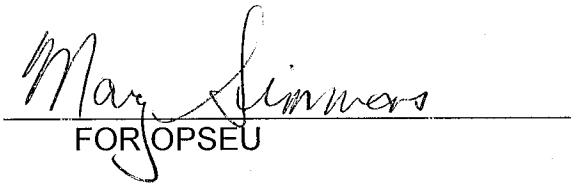
Dated this 24 of April, 2006

  
FOR OPSEU

  
FOR THE EMPLOYER

  
FOR OPSEU

  
FOR THE EMPLOYER

  
FOR OPSEU

FOR THE EMPLOYER

  
FOR OPSEU



### Schedule A

Further to Section 2(1) of the Memorandum of Agreement, the following positions in LHINs may be of interest to employees of the ministry Regional Office who are represented by OPSEU:

- Program Assistant
- Administrative Assistant
- Any other position noted in the Job Fair

Handwritten signature or initials, possibly "JLB", in black ink.