

MEMORANDUM OF AGREEMENT

on all issues regarding the renewal of the Collective Agreement expiring December 31, 2009,

between the:

Municipal Property Assessment Corporation (MPAC)

(the "Employer")

and the

The Ontario Public Service Employees Union (OPSEU)

on behalf of its Locals (various)

(the "Union")

-
- (1) The parties herein agree to the terms of this Memorandum and to the attached negotiated agreement as constituting full settlement of all issues between the parties with respect to the renewal of the collective agreement.
 - (2) The undersigned representatives of the parties do hereby agree to unanimously recommend complete acceptance of all the terms of this Memorandum to their respective principals.
 - (3) The parties agree that the collective agreement shall expire December 31, 2011 and that said renewal shall include the terms of the previous collective agreement with an expiry date of December 31, 2009, subject to the amendments and/or modifications set out in Attachment 'A' to this Memorandum.
 - (4) Ratification shall occur as quickly as possible, but in any case no later than May 14, 2010. When ratification occurs, each party shall notify the other in writing forthwith.
 - (5) The effective date of any provisions or terms of the collective agreement, unless otherwise stated in the collective agreement, shall be the date of final ratification. Final ratification shall be deemed to occur on the latest of the dates it is ratified by both parties as shown above.
 - (6) (a) The parties agree that by January 15th of 2011 each regular employee may elect one of the following options:
 - i. Employees that have unused vacation credits as of December 31, 2010 may elect to receive the cash equivalent of up to five (5) days, in lieu of vacation; or

- ii. Employees that have unused sick leave days (of those that would have been compensated at 100%), as of December 31, 2010, may elect to receive the cash equivalent for up to five (5) such unused days; or
- iii. Employees may use a combination of the days from options (i) or (ii) above, to a maximum of five days.

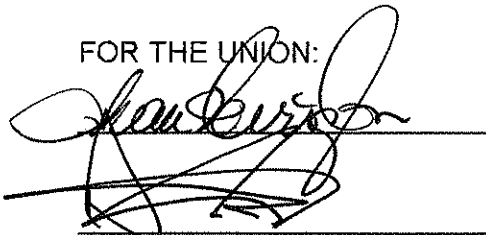
The above payment(s) shall be based on the rate of pay as of December 31, 2010 and shall be paid by the second pay in February, 2011.

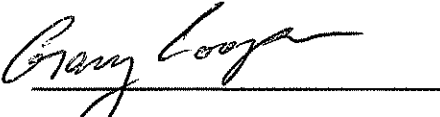
(b) The parties agree that the options found in paragraph (a) above, shall be duplicated in the second year of the Collective Agreement by changing "2010" to "2011" and "2011" to "2012"


- (7) The Union agrees, on its own behalf and on behalf of its members, that it will not call, authorize or engage in a strike and the Employer agrees that it will not call, authorize or engage in a lockout of the Union and/or its members until 12:01 a.m. on May 21, 2010. The parties agree that for the purpose of this Memorandum the words "strike" and "lockout" shall be as defined in the Labour Relations Act.
- (8) The parties also agree that the terms and conditions of employment currently in effect pursuant to the Collective Agreement and pursuant to the extension of those terms pursuant to Section 86 of the Labour Relations Act will continue until the expiry of the time set out in paragraph (7) above or the agreement is ratified by both parties, whichever occurs first.


Dated at Toronto, Ontario this 27th day of April, 2010.


FOR THE UNION:












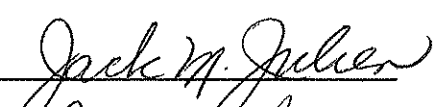


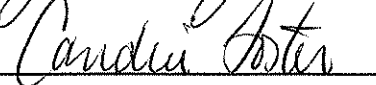


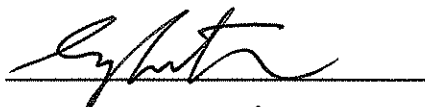
FOR THE EMPLOYER:














Attachment 'A'

- Article 7.02 Change "social insurance numbers" to "employee identification numbers". Add: "The Employer will provide to the Union the Social Insurance Number for full-time regular employees, upon hire."
- Article 9.07 Add new Article 9.07.1 provision as follows:
Where an employee is seconded to the Union, he/she will be released upon Union request without loss of pay or credits. Pay and benefits shall be charged back to OPSEU monthly. The employee shall accumulate full seniority during such leave of absence. Such leave shall not exceed one year.
- Article 12.04 (a) Amend current provision to read as follows:
"Temporary vacancies and vacancies caused by absence due to illness, accident, leaves of absence (including pregnancy and/or parental leave) up to six (6) months need not be advertised. Such temporary vacancies may be filled at the discretion of the Employer. All temporary vacancies in excess of six (6) months will be advertised."
- Article 12.04(b) New: "An employee who is assigned to a vacancy on a temporary basis pursuant to Article 12.04(a) cannot be further assigned to fill the same vacancy on a temporary basis for a period of three (3) months from the end of the first temporary assignment."
- Article 25.03 Change current Article to: "During the term of this agreement, the Employer will make available optional dependent life insurance in increments of \$1,000, to a maximum of \$50,000 for spouse and/or \$20,000 per child, subject to insurability and eligibility requirements and terms and conditions of the Plan. The employee shall pay 100% of the premiums through payroll deduction.
- Article 25.04(b) Replace this revised article with: "paramedical coverage of \$50 per visit for chiropractor, osteopath, chiropodist, podiatrist, naturopath, speech therapist, masseur, and physiotherapist, to an annual maximum of \$1,200 per practitioner."
- Article 25.04(c) Delete this revised article: "Reasonable and customary charges for in-patient confinement in a hospital, up to \$125 per day over the cost of standard ward care."
- Article 25.05(a) Change the "\$375" in this revised article to "\$400".
Delete: "excluding prescription sunglasses but".

Delete: "This shall be subject to a deductible of \$25 single and \$50 family."

Article 25.05(b) Change this revised article to: "\$750 per person over a three year period for hearing aids."

With regard to the "Standard Life – Group Life and Health" Plan, the following changes shall be made:

- (a) Section M – Medical Supplies, section 2) Orthopaedic Shoes and Corrective Devices Added to Ordinary Shoes
 - (i) Change existing language to: "(prescribed and dispensed by a Physician, Podiatrist or a Chiropodist). Orthopaedic shoes and winter footwear and their corrective inserts and/or repairs in lieu of purchase, maximum three repairs, per calendar year. Reimbursement at 75% to a maximum of \$1,200 per year."
- (b) Section M- Medical Supplies, section 3) Podiatric Orthotics
 - (i) Change existing language to: "(Prescribed and dispensed by a Physician, Podiatrist or a Chiropodist) Orthotics are to be reimbursed to a maximum of \$500 per person per calendar year. This money can be applied to new orthotics or repairs."

Article 25.12 When the Employer requests an employee to provide a sick note and/or medical information from a qualified physician it shall reimburse, with receipts, up to ten dollars per document.

Article 28.01 Change: "2009" to "2011"

Salary Schedule No adjustment to wage rates for the duration of this collective agreement.

Add: "Summer Student Rates

For the duration of this Collective Agreement, summer student wage rates are:

Summer students currently enrolled in secondary school or students working solely on administrative activity – minimum wage

Summer students enrolled in post-secondary, first-time hire – minimum wage + \$.75 per hour

Summer students enrolled in post-secondary, returning employment – minimum wage +\$1.75 per hour"

Other:

Add sub-Article title references where appropriate

Renew the following Letters of Understanding:

- Number 13 – Pension Bridging Option
 - Number 22 – Vacancies, Promotions and Reassignments
 - Changing: “Technology Support Analyst” to “Technology Infrastructure Analyst”
 - Add: “Parcelization Coordinator”
-

Delete the following Letters of Understanding:

- Number 18 – Check-off of Union Dues
 - Number 20 – Employees Affected By Corporate Reorganization
-

Letter of Understanding # 17 (already re-signed)

- Add: “For greater clarity, the Employer confirms that the Behavioural Descriptive Interview process is not the sole method to determine the successful candidate.” after the first sentence in “(a)”.
-

Letter of Understanding RE: Organizational Realignment

A new position of Property Valuation Analyst shall be created at the PA4 salary level, using the existing five-step grid.

All employees who are permanently in the position of Valuation Analyst, classified as PA3 shall be assigned to the new position of Property Valuation Analyst. The promotional rules pursuant to Article 12.09 shall be used to position these persons on the PA4 grid and a new anniversary date shall be established (if required) as per Article 12.10.

In addition, all employees who are permanently in the position of Valuation Review Specialist, classified as PA4 shall be assigned to the new position of Property Valuation Analyst. Their anniversary date and salary shall remain unchanged.

In addition, all employees who are permanently in the position of Property Inspection Analyst, classified as PA3, shall be assigned to the position of Parcelization Co-ordinator at their current workplace location. They shall continue to be paid pursuant to the PA3 grid. Should a current PIA decide not to accept an assignment to the

Parcelization Coordinator position, he/she shall be assigned to a Property Inspector position, classified as PA2, at their current workplace location. It is agreed that any such employee shall have his/her former rate of pay maintained from the date of the assignment until December 31, 2011.

Letter of Understanding RE: Advertised Vacancies # 1

The Employer is currently engaged in the preparation of a Human Resource Strategic Plan, which includes a review of the Employer's hiring process and recruitment sourcing.

The Employer agrees to meet with the Union members of the Union Management Committee to discuss any issues or concerns that they may have pertaining to the hiring process and recruitment sourcing.

The Employer will consider any recommendations resulting from this process.

Letter of Understanding RE: Advertised Vacancies # 2

For the duration of this collective agreement, expiring on December 31, 2011, the Employer shall advertise all permanent vacancies on a province-wide basis. In addition, for the same duration, the current Employee Relocation Expenses Policy shall be changed from "40 km" to "125 km".

Letter of Understanding RE: Platform Systems Branch Restructuring

Effective the date of the restructuring the Employer will create and advertise new positions at a level above the current ITA5 level.

All of the employees permanently classified as ITA5s in the Platform Systems Branch of the Employer shall continue to be paid pursuant to the ITA5 grid.

The Employer will then advertise additional ITA5 positions within the Platform Systems Branch. All employees, including employees currently classified as ITA4's, shall be given the opportunity to apply for any advertised vacancies at the new classification level identified above, or the ITA5 level, as per Article 12.

ITA4's who were unsuccessful in obtaining one of the higher level positions referenced above, or who did not apply, shall be guaranteed an assignment to an ITA3 position within the Platform Systems Branch. It is agreed that any such employee shall have his or her former rate of pay maintained from the date of the reassignment until December 31, 2011.

After December 31, 2011, if the former ITA4 is still assigned to the ITA3 position in the Platform Systems Branch, their rate of pay will be reduced to the appropriate step on the ITA3 grid and a new anniversary date will be established, if applicable.

Also incorporate the changes found on the Memorandums signed during negotiations which are attached. They are dated as follows:

January 7, 2010

January 29, 2010

February 2, 2010 (2x)

February 17, 2010

Re: Letter of Understanding #4 (b) (c)

(b) Replace "... such coverage to be in accordance with the MPAC plans in effect at the date of retirement. Such coverage shall be at the level the employee enjoyed at the date of retirement, and subject to the same premium sharing arrangements in effect at the date of retirement."

With: "... such coverage and premium sharing arrangements shall be in accordance with the current Collective Agreement as amended from time to time. For greater certainty, the benefits shall change as the Collective Agreement is modified in the future."

(c) Replace: "... such coverage to be in accordance with the MPAC plans in effect at the date of retirement. Such coverage shall be at the level the employee enjoyed at the date of retirement, and subject to the same premium sharing arrangements in effect at the date of retirement."

With: "... such coverage and premium sharing arrangements shall be in accordance with the current Collective Agreement as amended from time to time. For greater certainty, the benefits shall change as the Collective Agreement is modified in the future."

recd: 3:10 pm
Jan. 07/10

Pursuant to progress in negotiations, the parties hereby agree to the following modifications to the collective agreement expiring December 31, 2009:

(1) RENEW the following Letters of Understanding:

LOU # 3	page 43
LOU # 9	page 49
LOU # 12	page 52
LOU # 17	page 57
LOU # 19	page 59

(2) DELETE the following Letters of Understanding:

LOU # 10	page 50
LOU # 21	page 61

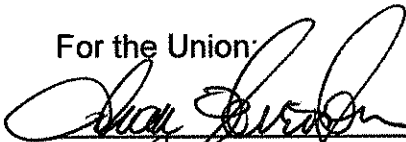
(3) ADD Family Day to the list of Designated Holidays in Article 23.01

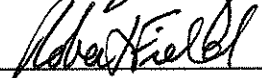
(4) In Articles 5.06 and 5.07, REPLACE “two (2) consecutive years” with “eighteen (18) consecutive months”; and DELETE last sentence in both:

“It is agreed that, with respect to any temporary employee hired after April 4, 2006 the words “two (2) consecutive years” shall read “eighteen (18) consecutive months”


Signed at Markham, Ontario this 7th day of January, 2010.


For the Union:





For the Employer:





rec'd: 11:05am
Feb. 02/10

OPSEU – MPAC Contract Negotiations

January 29/10

Pursuant to progress in negotiations, the parties hereby agree to the following modifications to the collective agreement expiring December 31, 2009:

(1) RENEW:

LOU # 2 page 42
LOU # 8 page 48

(2) DELETE LOU # 1 page 41

(3) REVISE all Letters of Understanding to show "Mr. Warren (Smokey) Thomas" as name of current OPSEU President

~~(4) AGREE to E-4 proposal (on page 4) to fold provisions of LOU #11 into Article 25.12; and DELETE LOU #11~~

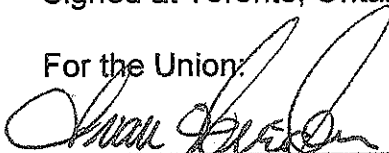
(5) AGREE to E-3 proposal (on page 2) to fold provisions of LOU #5 into Article 14.08; and DELETE LOU #5

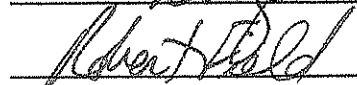
(6) AGREE to E-3 proposal (on page 6) to fold provisions of LOU #14 into Article 15.03; and DELETE LOU #14

Agreement on the foregoing is subject to further content changes arising from negotiations.

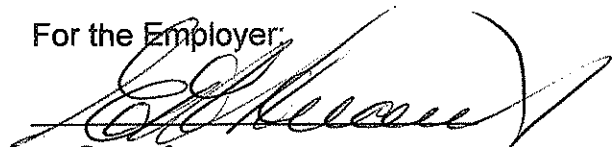
Signed at Toronto, Ontario this 29th day of January, 2010.

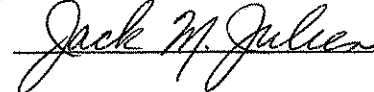
For the Union:





For the Employer:





Red: 2:10pm
Feb. 02/10

OPSEU – MPAC Contract Negotiations

February 02/10

Pursuant to progress in negotiations, the parties hereby agree to the following modifications to the collective agreement expiring December 31, 2009:

(1) RENEW:

LOU # 4	page 44
LOU # 6	page 46

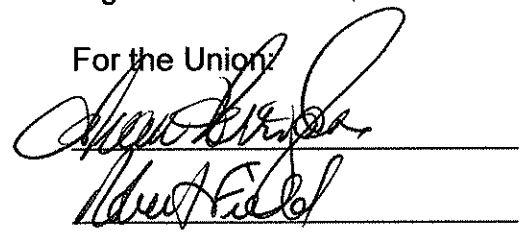
(2) AGREE to E-3 proposal (page 3,4)

- to AMEND Articles 25.04, 25.05 and 26.19
- DELETE LOU #7, #15 and #16

Agreement on the foregoing is subject to further content changes arising from negotiations.

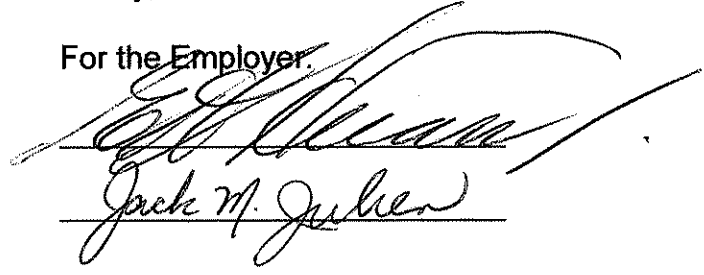
Signed at Markham, Ontario this 02nd day of February, 2010.

For the Union:



Two handwritten signatures are written over two horizontal lines. The top signature is more stylized, and the bottom signature is more legible.

For the Employer:



Two handwritten signatures are written over two horizontal lines. The top signature is very stylized and cursive, and the bottom signature is more legible.

recd: 5:25pm
Feb. 17/10
E-12

Pursuant to progress in negotiations, the parties hereby agree to the following modifications to the collective agreement expiring December 31, 2009:

Change Article 25.12 to:

- 25.12 Employees shall not suffer any loss of regular pay for up to six (6) days in a calendar year when an employee is absent on account of illness and would be otherwise scheduled to work. Employees shall be reimbursed for 75% of regular pay for up to an additional 124 days in a calendar year. Employees may choose to have one-quarter (¼) day deducted from vacation credits, if any, to top up sick leave from 75% to 100% of regular pay. Payments under this provision are subject to such medical evidence, if any, as the Employer may require.
- (a) The Corporation pays the full salary for up to six (6) days of illness in a calendar year. Unused days do not carry forward.
 - (b) The Corporation also pays the full cost to provide 75% of the employee's salary for an additional 124 days of total disability.
 - (c) Employees may choose to top up the 75% to 100% of pay by having 1/4 day deducted from vacation credits, overtime credits or float days. The employee must notify payroll of this intention. The default is 75% payment.
 - (d) An employee is not entitled to access the short term sickness plan until he or she has completed all of his/her regularly scheduled hours of work within a period of fifteen (15) consecutive working days.
 - (e) An employee on a sick leave of absence which commences on a regularly scheduled working day in one calendar year and continues to include a regularly scheduled working day in the following calendar year, is not entitled to leave of absence with pay under this policy for more than the number of days provided in (a) and (b) in the two years until he or she has returned to work and again completed the service requirement in (d)
 - (f) An employee who has used the total number of days available under (a) and (b) in a calendar year must complete the service requirement in (d) before he or she is entitled to further leave under this policy in the next calendar year.
 - (g) The pay of an employee under this policy is subject to deductions for insurance coverage and pension contributions that would be made from his or her regular weekly rate of pay. The Employer-paid portion of all payments and subsidies will continue to be made.
 - (h) If an employee is absent due to sickness beyond the number of days provided in (b) he/she may continue to be paid at the regular rate of pay upon notifying payroll to reduce his or her accumulated vacation, overtime, or float days.

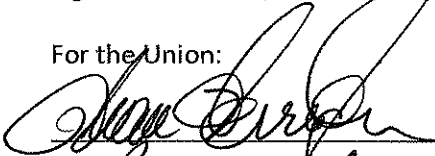
- (i) If an employee qualifies for and receives benefits under the Corporation's Long Term Disability plan, (h) will not apply.
- (j) An employee must exhaust all credits under (b) before qualifying for Long Term Disability payments.


Delete Letter of Understanding # 11

Agreement on the foregoing is subject to further content changes arising from negotiations.


Signed at Toronto, Ontario this 2nd day of February, 2010.

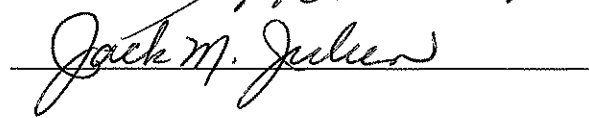
For the Union:





For the Employer:





*Signed Feb. 18/10
10:05am*

Pursuant to progress in negotiations, the parties hereby agree to the following modifications to the collective agreement expiring December 31, 2009:

(1) Article 10.02 AGREE to replace “thirty (30) days” with “twenty (20) days”, in last sentence

(2) Article 11.03(d) AGREE to replace “eighteen (18) months” with “twenty-four (24) months”

(3) Article 5.01 AMEND list of applicable Articles to include “5 (except 5.04 and 5.05), 26.01, 26.03 (without pay only), 26.18, 26.19”

(4) Article 5.08 new ADD new provision as follows:

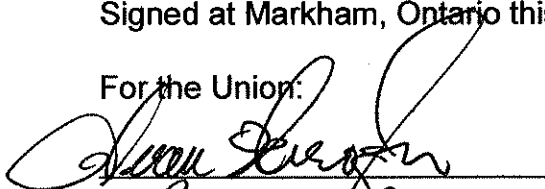
In the event of a death of a parent, spouse or child, a temporary employee shall be granted up to three (3) days leave of absence from regularly scheduled work. In the event of a death in the immediate family, other than parent, spouse or child, a temporary employee shall be granted one (1) day leave of absence from regularly scheduled work. Such leave shall be without loss of pay from regular hourly earnings. Immediate family shall mean spouse, parent, step-parent, parent-in-law, child, brother, sister, son/daughter-in-law, grandchild, grandparent, brother/sister-in-law, stepson/stepdaughter, ward or guardian.”

(4) Article 19.01 INCREASE bereavement maximum for parent, spouse or child to “five (5) days”

U-1 proposal Item #11(b) WITHDRAWN

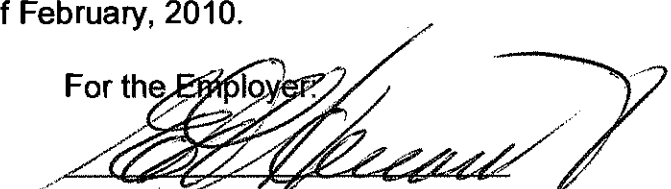
Signed at Markham, Ontario this 17th day of February, 2010.

For the Union:



Robert Field

For the Employer:



Jack M. Julian