

MEMORANDUM OF SETTLEMENT

of all outstanding matters in dispute

Between:

The Crown in Right of Ontario

as represented by Management Board of Cabinet

("the Employer")

- and -


Ontario Public Service Employees' Union

("the Union")

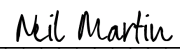
1. The parties agree, subject to ratification by both parties, to the terms and conditions of the Unified Collective Agreement as amended by the following agreed to items. Ratification by both parties shall be deemed to have occurred on the latest date on which ratification occurs by the employees in the bargaining unit and by Cabinet. The ratification process will be completed by both parties on or before January 31, 2022, unless agreed otherwise.
2. The renewal of the Unified Collective Agreement shall be effective on the date of ratification by both parties and shall expire on the 31st day of December 2024.
3. Except as provided otherwise in the terms of the Memorandum of Settlement, any changes to benefits shall be effective on the first day of the month following the month in which ratification by both parties occurs.
4. Except as provided otherwise in the terms of the Memorandum of Settlement, all other changes to the most recently expired Collective Agreement shall be effective on the date of ratification by both parties.
5. The renewal Collective Agreement shall be in the form of the most recently expired Collective Agreement, as amended by the attached. It is understood that some editing and renumbering may be necessary and the parties shall appoint an editing committee for that purpose.
6. The undersigned unanimously agree to recommend these terms of settlement as attached to their respective principals and, in the case of the signatories for the Union, to the bargaining unit employees.
7. All other issues in dispute are hereby withdrawn without prejudice to the positions of the parties.

Dated at Toronto, this 21st day of December, 2021.

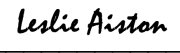
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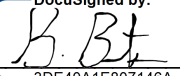
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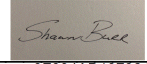
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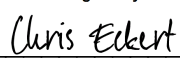
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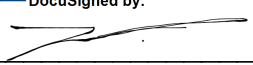
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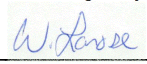
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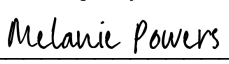
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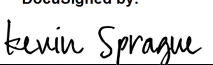
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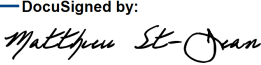
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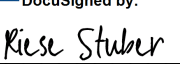
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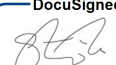
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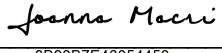
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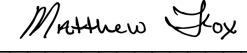
For the Employer:

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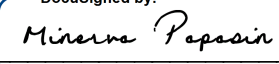
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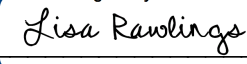
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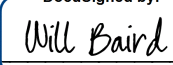
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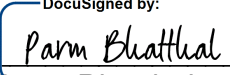
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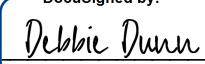
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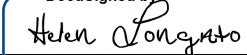
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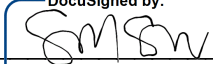
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Len Elliott

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Len Elliott

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Roxanne Barnes

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Roxanne Barnes

1. Information to New Employees

Amend Article 5 as follows:

ARTICLE 5 – INFORMATION TO NEW EMPLOYEES
(FXT, SE, FPT, RPT, ST)

...

- 5.5 All newly hired employees shall receive information about access to the Employee and Family Assistance Program (EFAP) and associated EFAP resources.
- 5.6 Where either an employee or the local union representative is entirely working remotely on a permanent basis, OPSEU may utilize the Employer’s email to contact such employees in respect of membership enrollment only.

2. Posting and Filling of Vacancies

Amend Article 6, Article 56, renew and amend Appendix 39, and add a new appendix as follows:

ARTICLE 6 – POSTING AND FILLING OF VACANCIES OR NEW POSITIONS
(RPT, FPT)

...

- 6.1.2.1 Notwithstanding Article 6.1.1 above, the Employer may hire qualified candidates in rank order who previously applied for the same vacancy or new position provided that a competition was held during the previous fourteen (14) months following the ~~closing date of the posting~~ **conclusion of the competition** and was within 125 kilometres of the work location of the previously posted position, and provided that the position has cleared surplus. The Employer in these circumstances is not required to post or advertise the vacancy or new position. Where the Employer uses this provision, it shall notify the Local Union President where the vacancy or new position exists, five (5) working days prior to filling the vacancy or new position. The five (5) working day period can be waived with a mutual agreement by the parties.

...

- 6.1.3 **Effective [90 days after ratification], notwithstanding that a position is advertised within a restricted area of search, any employee who works or resides outside the identified area of search may apply for the position. If they apply, they will be deemed to have waived entitlements to any relocation and related expenses, if any, pursuant to Employer policies or directives or Article 6.5 for restricted competitions, as a condition of gaining access to the competition process. For greater certainty, no claim can be made for any expenses incurred during the competition process or arising from the decision to hire the employee into the position. (FXT, SE)**

...

- 6.2 The notice of vacancy shall state, where applicable, the nature and title of position, salary, qualifications required, and the hours of work schedule as set out in Articles UN 2 ~~and COR2~~, (Hours of Work). Where a position is posted within the Ontario Public Service, the internal notice of vacancy shall also state the work location where the position currently exists, that the position is represented by the Union and the particular bargaining unit which contains the position. (FXT)

...

ARTICLE 56 – POSTING AND FILLING OF REGULAR PART-TIME POSITIONS

56.1.1 ~~Effective March 16, 1987, w~~When a vacancy occurs in the Regular Service for a regular part-time position in the bargaining unit or a new regular part-time position is created in the bargaining unit, it shall be advertised for at least ten (10) ~~calendar~~ **working** days prior to the established closing date. Notice of vacancies shall be posted either electronically or on bulletin boards and, upon request, shall be provided in large-sized print or braille where the posting location has the capacity to do so.

...

56.1.2 Notwithstanding Article 56.1.1 above, the Employer may hire qualified candidates who previously applied for the same regular part-time vacancy or new position provided that a competition was held during the previous fourteen (14) months following the ~~closing date of the posting~~ **conclusion of the competition**. The Employer in these circumstances is not required to post or advertise the vacancy or new position. Where the Employer uses this provision, it shall notify the Local Union President where the vacancy or new position exists, ten (10) working days prior to filling the vacancy or new position.

...

56.1.3 **Effective [90 days after ratification], notwithstanding that a position is advertised within a restricted area of search, any employee who works or resides outside the identified area of search may apply for the position. If they apply, they will be deemed to have waived entitlements to any relocation and related expenses, if any, pursuant to Employer policies or directives, as a condition of gaining access to the competition process. For greater certainty, no claim can be made for any expenses incurred during the competition process or arising from the decision to hire the employee into the position.**

...

APPENDIX 39

Revised [Date of Ratification] **October 30, 2015**
MASS CENTRALIZED RECRUITMENT PROCESS

LETTER OF UNDERSTANDING

It is agreed that:

a) In addition to the posting requirements under Article 6.1.1, 6.1.2 and 6.2, the Employer may post potential opportunities for permanent positions or temporary assignments that may arise during the next 18-month time period. The posting shall state the duties, nature and title of the position(s), qualifications required, full or part time status, permanent or temporary status, bargaining unit status, hours of work schedule, travel expectations/ work location(s) and salary range of the classification. The Employer will identify on the posting that it may be used to fill positions that occur during the 18-month time period, following the ~~closing date of the posting~~ **conclusion of the competition**. The posting shall state that candidates must indicate their work location preference, if applicable, in their application. The posting period will be for at least fifteen (15) working days prior to the established closing date. This closing date may be extended should the employer determine that there is an insufficient number of potential qualified candidates.

...

c) ~~The Employer shall advise candidates of their individual rank order upon the completion of the competitive process under paragraph (b) and the Employer shall pull from the list in rank order.~~

d) If the Employer decides to fill any positions that it has elected to post under this ~~Article~~ **Appendix**, the Employer will make job offers to qualified candidates from the eligibility lists for each position in accordance with Article 6.1.2 and in accordance with the rank order set out in paragraph (c). If the most

qualified employee offered a position rejects the Employer's job offer, ~~he or she~~ **they** shall remain eligible and retain ~~his/her~~ **their** rank for further offers.

- e) ~~The Employer shall obtain a valid surplus clearance number prior to filling a position under this process. It is understood that the position or positions would have cleared surplus prior to filling.~~

...

This letter of understanding will expire on [**end of collective agreement term**] ~~December 31, 2021~~, but should the parties not have reached a new collective agreement by that date, the letter shall continue to operate until the earlier of a Memorandum of Settlement being entered into or there is a right to strike or lockout.

NEW APPENDIX

**[Date of Ratification]
REACHBACK CLASSIFICATION SERIES**

LETTER OF UNDERSTANDING

**Len Elliott
OPS Lead Negotiator
Ontario Public Service Employees Union (OPSEU)
100 Lesmill Road
North York, Ontario
M3B 3P8**

Dear Len:

For vacancies that are posted greater than ninety (90) days after ratification of the 2022-XXXX Unified Collective Agreement, the parties agree that further to Article 6.1.2.1 and Article 56.1.2, the Employer may also consider using reach back provisions to fill vacancies in the same classification series within a range of two classifications below the original posting for the following classification series:

- **Office Administration**
- **Financial Officer**
- **Systems Officer**
- **Information Officer**

The list of classification series above may, as necessary, be amended via mutual agreement of the parties after review and discussion at the Central Employee Relations Committee.

Yours truly,

**Steven MacKay
Director, Negotiations Branch
Employee Relations and Negotiations Division
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat**

[This letter forms part of the Collective Agreement.]

3. Health and Safety and Video Display Terminals

Amend Article 9 and Article 60 as follows:

ARTICLE 9 – HEALTH AND SAFETY AND VIDEO DISPLAY TERMINALS
(FXT, SE, **ST**)

...

- 9.4 The current practices relating to the supply and maintenance of apparel for employees shall continue during the term of this ~~Central~~ **Unified** Collective Agreement, subject to any changes which may be entered into between the parties at the local or ministry level.

...

ARTICLE 60 – HEALTH AND SAFETY AND VIDEO DISPLAY TERMINALS
(FPT)

- 60.1.1 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- 60.1.2 **The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.**
- 60.1.3 **The purchase of safety shoes or boots for on-the-job protection of the purchaser shall be subsidized as per the applicable practice in each ministry.**
- 60.1.4 The current practices relating to the supply and maintenance of apparel for employees shall continue during the term of this Collective Agreement, subject to any changes which may be entered into between the parties at the local or ministry level.

...

4. Joint Consultation Committee

Delete Article 17 – Joint Consultation Committee

5. Seniority

Amend Article 18 as follows:

ARTICLE 18 – SENIORITY (LENGTH OF CONTINUOUS SERVICE)
(FXT, RPT)

- 18.1.1 An employee's length of continuous service will accumulate upon completion of a probationary period of not more than nine (9) months and shall commence:
- (a) from the date of appointment to the Regular Service for those employees with no prior service in the Ontario Public Service; or

- (b) **for service accumulated before October 30, 2015** from the date established by adding the actual number of full-time weeks worked by a full-time fixed-term employee during his or her full-time employment back to the first break in employment which is greater than thirteen (13) weeks; or

For service accumulated **on or after October 30, 2015 up to [date before ratification]**, full-time fixed-term employees shall be entitled to have their service counted towards the accumulation of seniority, based upon 1725.5 straight-time hours or 1,904 straight-time hours, as appropriate, counting as equivalent to one year's service, or pro-rated to the equivalent of less than one year as appropriate; or

For service accumulated on or after [date of ratification], fixed-term employees shall be entitled to have their service counted towards the accumulation of seniority, based upon 1725.5 straight-time hours or 1,904 straight-time hours, as appropriate, counting as equivalent to one year's service, or pro-rated to the equivalent of less than one year as appropriate; or

...

6. Employment Stability

Amend Article 20 and add a new appendix as follows:

ARTICLE 20 – EMPLOYMENT STABILITY

...

20.1.4 EMPLOYEE PORTFOLIO

20.1.4.1 An Employee Portfolio will be deemed to include the qualifications and knowledge as identified in the employee's current position description for the purposes of Article 20.3 (Targeted Direct Assignment), 20.4 (Displacement) and 20.8 (Temporary Vacancies), **and Appendix [xx] (Transition and Reskilling MOA)** unless otherwise modified by the employee.

20.1.4.2 All new employees must complete an Employee Portfolio within their probationary period. The Employee Portfolio will be provided in electronic format, such that it can be edited by the employee. The Employee Portfolio will be placed on the employee's personnel file, **or stored on an electronic system accessible by the employee and Employer.**

Notwithstanding the above, the Employer shall require any employee that it has reasonable grounds to believe may be declared surplus to complete an Employee Portfolio within six (6) days.

20.1.4.3 **Where an electronic system is not yet available to an employee, they** may advise the Employer in writing at any time of his or her desire to update the employee portion of an Employee Portfolio to reflect the acquisition of new or improved skills, knowledge and abilities, and/or change the geographic parameters. Such changes shall be implemented within three (3) working days of the Employer receiving the updated employee portion of the Employee Portfolio. **Where an electronic system is implemented and available to an employee, they may directly access and edit their employee portfolio.**

20.1.4.4 Once an employee has completed an employee portfolio and submitted it to the Employer, it shall remain on file **or on an electronic system** and will be considered to be current. It is the responsibility of the employee to update their portfolio to reflect the acquisition of new or improved skills, knowledge and abilities.

...

...

1. (a) The Employer will make reasonable efforts to ensure that, where there is a disposition or any other transfer of bargaining unit functions or jobs to the private or broader public sectors, employees in the bargaining unit are offered positions with the new employer on terms and conditions that are as close as possible to the then existing terms and conditions of employment of the employees in the bargaining unit, and, where less than the full complement of employees is offered positions, to ensure that offers are made on the basis of seniority. When an employee has been transferred to a new employer he or she will be deemed to have resigned and no other provisions of the **Unified** Collective Agreement will apply except for Article 53 or 78 (Termination Pay).

...

MEMORANDUM OF AGREEMENT

Between

**The Crown in Right of Ontario
As represented by the Treasury Board Secretariat
(The “Employer”)**

and

**The Ontario Public Service Employees Union
 (“OPSEU” or the “Union”)**

WHEREAS the parties have a joint interest in maintaining critical, front-line services and minimizing the impacts to OPSEU-represented employees during organizational transformation in the Ontario Public Services;

AND WHEREAS it is in the interests of both parties for opportunities across the OPS to be created for the purposes of reskilling of employees since this leads to increased employment stability as well as expanded opportunities for reassignment with the OPS and job retention;

AND WHEREAS the parties recognize that, in the reskilling, retraining and reassignment of employees, employees who face job loss due to organizational transformation shall be given priority over employees who do not;

AND WHEREAS the parties have a mutual interest to work cooperatively to develop a process that supports reskilling and increased internal mobility within and across ministries without triggering job security provisions for OPSEU-represented employees;

AND WHEREAS this agreement is intended to complement existing provisions under the current Unified Collective Agreements;

NOW THEREFORE the parties agree to the following:

- 1. The parties agree to establish a Joint Transition & Reskilling Committee (“the Committee”) that shall operate as a sub-committee of the Central Employee Relations Committee (“CERC”). When an organizational transformation takes place that will impact OPSEU-represented employees, the Committee shall be responsible for reviewing the following information provided by the Employer:**
 - a) A list of OPSEU-represented employees impacted by organizational transformation (“referred to as employees”);**
 - b) The OPSEU-represented positions throughout the OPS that are available and suitable for these employees to be considered for;**
 - c) The current skills of the employees and requirements for further skill development; and**
 - d) Any proposed training activity, if required, that will support the reskilling of employees who will be impacted.**
- 2. Following this review, the Committee shall oversee reassignment and transition of employees to other OPSEU-represented positions throughout the organization without triggering job security provisions for those employees who elect such assignment. This includes assigning employees to meet the needs of short-term project-based initiatives and developmental opportunities.**
- 3. The parties recognize that OPSEU-represented employees have entitlements to job security provisions as set out in the respective OPSEU Unified Collective Agreements but that the parties may mutually agree to vary these provisions where it meets the mutual interests of the parties.**
- 4. The Committee shall consist of four (4) representatives each of the Employer and of OPSEU. The Committee will consult with and engage subject-matter expertise as it sees fit, which may include representatives from the applicable Ministry Employee Relations Committee (MERC). Each party will notify the other, in advance, of the representatives that will attend the committee meetings.**
- 5. The parties agree that the process set out in Appendix A (OPSEU Reskilling and Transition) shall be in place until the expiry of the current collective agreement.**
- 6. Union representatives of the committee shall be entitled to be absent from work for the purposes of attending to the committee meetings, including reasonable preparation time without loss of regular pay, credits and benefits.**
- 7. This agreement will expire upon the expiry of the collective agreement or with six (6) months’ notice by either party**

For the Employer:

For the Union:

Appendix A: OPSEU Reskilling and Transition

Article 1 – DEFINITIONS:

Day refers to business days.

Collective Agreement shall mean the Unified collective agreements between OPSEU and the Crown in Right of Ontario dated January 1, 2022 to December 31, 2024.

Employee(s) shall mean OPSEU-represented regular, regular part-time and flexible part-time employees who have been identified by the Employer as impacted by organizational changes.

Joint Transition and Reskilling Committee (“the Committee”) refers to the union/management committee that has been established to review opportunities identified by the Employer for employees impacted by organizational changes to develop or refine new employment-related skills and abilities to help them transition to future employment opportunities in the OPS.

Article 2 – NOTIFICATION TO OPSEU:

- 2.1** Where an organizational transformation activity occurs which will result in employment changes for OPSEU-represented employees, the Employer will identify this activity for consideration under the Joint Transition and Reskilling process. When that occurs, the Employer will provide the President of the Union, the OPSEU Co-Chair of the Committee and affected OPSEU MERC Co-chair, advance notice about the planned organizational transformation initiative not less than ten (10) days prior to notification to employees, unless the parties agree to extend the timelines.
- 2.2** As part of the advance notice, the Employer will provide the Union with the following information on a without prejudice basis:
- a) Relevant information about the organizational change to enable meaningful discussion, including the reason for the decision when a final decision has been made and how the planned initiative meets the Government’s objectives.
 - b) A list of employees including the names, position title, classification and job code, continuous service date, employment status, ministry/division/branch name and work location. This list will be based on information known at the time of the notification and may be subject to change.
 - c) Information on the OPSEU-represented positions that each of the employees will be assigned to, including information such as position title, job code and job code description, ministry/division/branch name, work location and job description.
 - d) A list of the reskilling and training that may be required for each of the employees in order to meet the duties of the identified assignment.

Article 3 – JOINT TRANSITION & RESKILLING COMMITTEE:

- 3.1** Within thirty (30) days of receipt of the notification set out in Article 2, the Committee shall meet to discuss the information that has been provided to the Union as per Article 2.2, including;
- a) the potential impacts to employees as a result of the potential organizational transformation;
 - b) reassignment of employees to other permanent or temporary positions within the OPS. It is understood that where the Employer identifies an assignment the preferred outcome is to maintain the employee at or above their current salary; and
 - c) any potential employment-related retraining associated with reskilling the employees.
- 3.2** Where seasonal employees are impacted by an organizational transformation activity impacting employees as defined in this Agreement, the Employer may consider options to assist these employees in securing an alternate seasonal assignment. For clarity, no other provisions of this agreement apply to seasonal employees.
- 3.3** The parties agree that any discussions, disclosure or information revealed as part of or in any way related to this framework shall remain confidential as between the parties and shall not be communicated, disclosed, disseminated or publicized, in any manner by the Union, nor shall it be used for any purpose other than to advance the work of the Committee, and for the purpose of consulting internally on the matter.

Article 4 - NOTIFICATION TO EMPLOYEES:

- 4.1** Employees will receive notification of the potential organizational change affecting their administrative district, unit, institution or other such work area, and will be provided with information regarding the organizational transformation and the assignment and reskilling information regarding the OPSEU-represented position that has been identified for them. Employees will be provided an opportunity to submit an updated employee portfolio to assist the committee in their review.
- 4.2** Employees will be provided with the following options:
- a) Accept the assignment to an OPSEU-represented position that has been identified as suitable for them by the Employer, including any reskilling or training activity (if required), which may help improve their employment-related skills and abilities for their identified assignment; or
 - b) Voluntary exit from the OPS with a severance package, not exceeding the pay-in-lieu entitlements provided in Article 20.2.1.4, or;
 - c) Exercise their rights under Article 20 of the Collective Agreements.
- 4.3** Article 4.1 and 4.2 will be applied in accordance with seniority as set out in the respective collective agreement.
- 4.4** Notwithstanding Article 4.2 above, where an employee has a pending Transition Exit Initiative (TEI) request, the Employer will consider the request for approval prior to notification under Article 4.1.
- 4.5** Training and developmental opportunities, if required, shall include one or more of the following activities:
- a) On-the-job training;
 - b) Course-based training;
 - c) Job shadowing;
 - d) Temporary assignment to a position;
 - e) Any other learning activity deemed appropriate by the Employer.
- 4.6** Employees must respond to the Employer in writing within six (6) days of the issuance of the notification. The response must indicate which one of the above options the employee selects.
- 4.7** Employees who elect to voluntarily exit from the OPS must exit within five (5) days of their selection, or another time that is mutually agreed between the employee and the Employer.
- 4.8** Where an employee chooses to exercise their entitlements in accordance with Article 20 of the OPSEU collective agreements, the notice set out in Article 4.1 shall be deemed to have satisfied the Employer's disclosure obligations to OPSEU.

Article 5 – ASSIGNMENT OF EMPLOYEE:

- 5.1** Where an employee is assigned in accordance with this agreement, the Employer will provide the employee with a period of time working in the new assignment of three (3) months, during or following the employment-related retraining, to allow for an assessment to be made regarding the qualifications and suitability of the employee for the assigned position.
- 5.2** Where an employee is offered and accepts an assignment beyond a forty (40) kilometre radius of the employee's headquarters, no relocation expenses will be paid. Before a position is offered outside of

forty (40) kilometers, the Employer will share with the committee all assignments that were considered.

- 5.3 If, at the end of the temporary review period referred to in Article 5.1, the employee is not qualified to perform the work of the position to which they have been assigned, the parties can refer the matter to the Committee for further discussion and recommendations. Failing resolution by the Committee, the employee is entitled to their rights under Article 20 based on their original position.

Article 6 – DISPUTE PROCESS:

- 6.1 It is understood that the only disputes and/or grievances that may be filed are in regard to whether the terms of the process set out in this Appendix are followed. Any assignments made under this process shall not be subject to any dispute or grievance.
- 6.2 In the event that a dispute and/or grievance is filed as set out in Article 6.1, the parties recognize that time is of the essence and any such dispute and/or grievance will be referred to a mediator/arbitrator within seven (7) calendar days after being filed.
- 6.3 Notwithstanding Article 6.2, the parties can meet to further discuss the dispute and/or grievance at any time and continue their efforts to arrive at a resolution.
- 6.4 The parties agree to the following list of mediators/arbitrators that can be used to mediate and/or arbitrate disputes that arise between the parties in accordance with Article 6.1:
- Ian Anderson
 - Daniel A. Harris
 - Chris Albertyn
- 6.5 Subject to the availability of the mediator/arbitrators identified in Article 6.4, the parties will make best efforts to commence hearing within thirty (30) days of the referral to the mediator/arbitrator.
- 6.6 To the extent possible, written decisions will be issued within five (5) days of conclusion of the hearing(s) and will be without precedent or prejudice, unless agreed to otherwise by the parties.
- 6.7 The costs of mediation and/or arbitration will be shared equally by the parties.

7. Disciplinary Record and Letters of Counsel

Amend Article 22 as follows:

ARTICLE 22 – GRIEVANCE PROCEDURE
(FXT, SE, ST, FPT, RPT, GO)

...

22.15 DISCIPLINARY RECORD AND LETTERS OF COUNSEL

- 22.15.1 Any ~~letter of counsel~~, letter of reprimand, suspension or other sanction will be removed from the record/files of an employee three (3) years following the receipt of such a letter, suspension or other sanction provided that the employee's record/files have been clear of similar offences for the past three (3) years, unless the parties agree to an earlier date to remove such letter, suspension or other sanction. Any such ~~letter of counsel~~, letter of reprimand, suspension or other sanction so removed cannot be used in any subsequent proceedings.
- 22.15.2 A letter of counsel is non-disciplinary and cannot be grieved. A letter of counsel cannot be relied upon past two (2) years following its receipt.

...

8. Union Time Off

Amend Article 23 and renew and amend Appendix 4 as follows:

ARTICLE 23 – LEAVE – UNION ACTIVITIES
(FXT, SE, FPT, RPT)

...

23.4 Leaves of absence with no loss of pay and with no loss of credits shall be granted to a member of the Union who participates in meetings of the JIBRC as set out in Appendix 4 (Joint Insurance Benefits Review Committee), provided that not more than ~~three~~**two**(~~3~~**2**) employees at one time shall be permitted such leave. Leaves of absence granted under Article 23.4 shall include reasonable travel time.

...

23.9 Either the president **or designee** of a local ~~or his or her designee~~ shall be granted a leave of absence with pay and no loss of credits to conduct the internal affairs of the local on the following basis:
(a) only the local president ~~or his or her~~ designee shall be granted such leave;
(b) the leave shall be for a single period of not more than four (4) hours every two (2) weeks, **or upon mutual agreement and in advance of such leave taking effect, combined in a four (4) or six (6) week period depending on shift length.** ~~and Unused~~ leave shall not be cumulative;

...

APPENDIX 4

JOINT INSURANCE BENEFITS REVIEW COMMITTEE

...

(3) Composition of Committee

The Committee shall be composed of **up to four (4) members from the Union, and may also include an OPSEU staff representative, and** an equal number of representatives from the Employer. ~~and from the OPSEU, with not more than eight (8) representatives in total.~~ At meetings of the Committee, each party may be accompanied by an Actuary to provide technical advice and counsel.

Of the four (4) members from OPSEU on the JIBRC, a maximum of two (2) members shall be from the Unified Bargaining Unit.

...

9. Fixed Term Employees

Amend Article 31 as follows:

ARTICLE 31A – FIXED-TERM EMPLOYEES OTHER THAN SEASONAL,
STUDENT AND GO TEMP EMPLOYEES (FXT)

...

31A.6 VACATION PAY

31A.6.1 Four percent (4%) of gross pay **for a period of employment of less than five years, or six percent (6%) of gross pay for a period of employment of five or more years where required by the *Employment Standards Act, 2000* as may be amended,** shall be added to the employee's regular pay in lieu of vacation leave with pay.

...

31A.7 BENEFITS – PERCENT IN LIEU AND OPTIONAL INSURED PLAN

31A.7.1 Effective upon ratification by both parties, all fixed-term employees shall, upon completion of one (1) month of continuous service, receive in lieu of all employee benefits listed in the Central Collective Agreement, save and except holiday and vacation pay, an amount equal to six percent (6%) of their basic hourly rate for all hours worked exclusive of overtime. Such in lieu payment shall not apply to seasonal employees as defined in Article 32.2 (Definition) who qualify for coverage pursuant to Article 32.8 (Seasonal Employee Benefits – General).

31A.7.2 Effective as soon as practical upon ratification by both parties, all active fixed-term employees employed as of ~~October 30, 2015~~ **[date of ratification]**, shall, within thirty-one (31) days following the effective date, have a one-time option to elect to pay 100% of the premium toward insured benefit plans set out in Articles 39 (Supplementary Health and Hospital Insurance) and 40 (Dental Plan) for the duration of their contract and any subsequent extensions or reappointment not broken by a 13 week or greater period of non-employment. Employees will be insured under the insured benefits plan effective the first of the month immediately following their election and following at least two (2) months of continuous service.

31A.7.3 Within sixty (60) days following the date of hire, all active fixed-term employees ~~hired following October 30, 2015~~ shall have a one-time option to elect to pay 100% of the premium toward insured benefit plans set out in Articles 39 (Supplementary Health and Hospital Insurance) and 40 (Dental Plan) for the duration of their contract and any subsequent extensions or reappointment not broken by a 13 week or greater period of non-employment. Employees will be insured under the insured benefits plan effective the first of the month immediately following two (2) months of continuous service.

31A.7.4 Within thirty-one (31) days following a subsequent extension for a longer period than the original contract period, a fixed-term employee who did not elect to participate as provided for in Articles 31A.7.2 or 31A.7.3 shall have a one-time option to elect to pay 100% of the premium toward insured benefit plans set out in Articles 39 (Supplementary Health and Hospital Insurance) and 40 (Dental Plan) for the duration of their contract and any additional extensions or reappointment not broken by a 13 week or greater period of non-employment. For clarity, this window for election shall only be made available to each employee once, regardless of the number of contract extensions. Employees will be insured under the insured benefits plan effective the first of the month immediately following their election and following at least two (2) months of continuous service.

31A.7.45 Once an employee has opted for insured benefits coverage under Article 31A.7.2, ~~or Article 31A.7.3~~ **or 31A.7.4**, they will be required to maintain coverage for the duration of their fixed term employment, including any subsequent extensions or reappointments not broken by a 13 week or greater period of non-employment.

31A.7.56 Notwithstanding Article 31A.7.4, a fixed-term employee working full- time hours may opt out of coverage within thirty-one (31) days following the start of a subsequent fixed-term reappointment where the hours of work are less than full-time.

...

31A.15 CONVERSION OF FIXED-TERM POSITIONS TO POSITIONS IN THE REGULAR SERVICE

31A.15.1.1 Where the same work has been performed by an employee in the Fixed-Term Service for a period of at least eighteen (18) consecutive months, except for situations where the fixed-term employee is replacing a regular employee on a leave of absence authorized by the Employer or as provided for under the ~~Central~~ **Unified** Collective Agreement, and where the ministry has determined that there is a continuing need for that work to be performed on a full-time basis, the ministry shall establish a position within the Regular Service to perform that work.

...

31A.16 OTHER APPLICABLE ARTICLES

...

31A.16.2 The following articles of the ~~Bargaining Unit~~ **Unified** Collective Agreements shall also apply to fixed-term employees other than seasonal, student and GO Temp employees: UN4, UN6, UN7, UN10, UN11, UN12; ~~or COR4, COR5.6, COR6, COR7, COR10, COR11, COR12, COR14.~~

31A.17 SENIORITY ACCUMULATION FOR FIXED-TERM EMPLOYEES FOR THE PURPOSE OF FILLING VACANCIES OR NEW POSITIONS

31A.17.1 Notwithstanding Article 18.1.1(b), a fixed-term employee shall be entitled to have their service counted towards the accumulation of seniority on the same basis under Article 18.1 and Article 18.4 before he or she is appointed to the Regular Service for the sole purpose of any determination made by the Employer under Article 6.3 (Posting and Filling of Vacancies or New Positions), if applicable. For this specified purpose, fixed-term employees shall be entitled to have their service counted towards the accumulation of seniority based upon one thousand seven hundred and twenty-five and a half (1,725.50) straight time hours or one thousand nine hundred and four (1,904) **straight time** hours, as appropriate, counting as equivalent to one year's service, or prorated to the equivalent of less than one year as appropriate.

...

10. Seasonal Employees

Amend Article 32 as follows:

ARTICLE 32 – SEASONAL EMPLOYEES (SE)

...

32.13 VACATION PAY

32.13.1 Five and three-quarters percent (5.75%) of gross pay **for a period of employment of less than five years, or six (6%) of gross pay for a period of employment of five or more years where required by the *Employment Standards Act, 2000* as may be amended**, shall be added to the employee's regular pay in lieu of vacation leave with pay.

...

ARTICLE 32.21 OTHER APPLICABLE ARTICLES

32.21.1 The following articles of the ~~Central~~ **Unified** Collective Agreement shall also apply to seasonal employees: 1, 2, 3, 4, 5, 6.1, 6.3, 6.4, 8, 9, 13, 14, 15, 16, 21, 22, 23, 24, 27, 28, 45, 49 and 80.

32.21.2 The following articles of the ~~Bargaining Unit~~ **Unified** Collective Agreements shall also apply to seasonal employees: UN4, UN6, UN7, UN10, UN11, UN12; ~~or COR4, COR6, COR7, COR10, COR11, COR12.~~

11. Insured Benefits

Amend Article 39 and Article 67 as follows:

ARTICLE 39 – SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

...

39.2.5.1 Effective June 1, 2002, charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, and masseur (if licensed and practising within the scope of their license), to a maximum of twenty-five dollars (\$25) for each visit to an annual maximum of one thousand and two hundred dollars (\$1200) per type of practitioner following O.H.I.P. and speech therapist, up to twenty-five dollars (\$25) per half hour, to an annual maximum of one thousand and four hundred dollars (\$1400);

39.2.5.2 **Effective January 1, 2023, charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, and masseur (if licensed and practising within the scope of their license), to a maximum of thirty dollars (\$30) for each visit to an annual maximum of one thousand and two hundred dollars (\$1200) per type of practitioner following O.H.I.P. and speech therapist, up to thirty dollars (\$30) per half hour, to an annual maximum of one thousand and four hundred dollars (\$1400);**

39.2.5.3 **Effective January 1, 2024, charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, and masseur (if licensed and practising within the scope of their license), to a maximum of thirty-five dollars (\$35) for each visit to an annual maximum of one thousand and two hundred dollars (\$1200) per type of practitioner following O.H.I.P. and speech therapist, up to thirty-five dollars (\$35) per half hour, to an annual maximum of one thousand and four hundred dollars (\$1400).**

...

~~39.2.6 Effective June 1, 2002, and up to December 31, 2017, charges for the services of a psychologist (which shall include Master of Social Work) up to twenty five dollars (\$25) per half hour to an annual maximum of one thousand and four hundred dollars (\$1400);~~

Effective January 1, 2018 **and up to December 31, 2021**, charges for the services of a psychologist (which shall include Master of Social Work) up to forty dollars (\$40) per half-hour to an annual maximum of one thousand and four hundred dollars (\$1400).

Effective January 1, 2022, charges for the services of a psychologist (which shall include Master of Social Work) up to eighty dollars (\$80) per half-hour to an annual maximum of one thousand and six hundred dollars (\$1600).

...

ARTICLE 67 – SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE (FPT)

...

67.2.5.1 Effective June 1, 2002, charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, and masseur (if licensed and practising within the scope of their license), to a maximum of twenty-five dollars (\$25) for each visit to an annual maximum of one thousand and two hundred dollars (\$1200) per type of practitioner following O.H.I.P. and speech therapist, up to twenty-five dollars (\$25) per half hour, to an annual maximum of one thousand and four hundred dollars

(\$1400);

67.2.5.2 Effective January 1, 2023, charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, and masseur (if licensed and practising within the scope of their license), to a maximum of thirty dollars (\$30) for each visit to an annual maximum of one thousand and two hundred dollars (\$1200) per type of practitioner following O.H.I.P. and speech therapist, up to thirty dollars (\$30) per half hour, to an annual maximum of one thousand and four hundred dollars (\$1400);

67.2.5.3 Effective January 1, 2024, charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, and masseur (if licensed and practising within the scope of their license), to a maximum of thirty-five dollars (\$35) for each visit to an annual maximum of one thousand and two hundred dollars (\$1200) per type of practitioner following O.H.I.P. and speech therapist, up to thirty-five dollars (\$35) per half hour, to an annual maximum of one thousand and four hundred dollars (\$1400).

~~67.2.6 Effective June 1, 2002 and up to December 31, 2017, charges for the services of a psychologist (which shall include Master of Social Work) up to twenty-five dollars (\$25) per half hour to an annual maximum of one thousand and four hundred dollars (\$1400);~~

Effective January 1, 2018, **and up to December 31, 2021**, charges for the services of a psychologist (which shall include Master of Social Work) up to forty dollars (\$40) per half-hour to an annual maximum of one thousand and four hundred dollars (\$1400).

Effective January 1, 2022, charges for the services of a psychologist (which shall include Master of Social Work) up to eighty dollars (\$80) per half-hour to an annual maximum of one thousand and six hundred dollars (\$1600).

...

12. Special and Compassionate Leave

Amend Article 49 and Article 75 as follows:

ARTICLE 49 – SPECIAL AND COMPASSIONATE LEAVE
(FXT, SE)

49.1 A Deputy Minister or his or her designee may grant an employee leave of absence with pay for not more than three (3) days in a year upon special or compassionate grounds.

49.2 The granting of leave under this article shall not be dependent upon or charged against accumulated credits.

49.3 An employee shall be entitled to special leave of up to two (2) days per year to attend to unforeseen dependent and elder related care for the leave referenced in Article 49.1. For clarity, the parties agree this leave shall be granted so long as the employee has remaining special and compassionate leave under Article 49.1. The employee will attempt to give reasonable notice, where possible, in respect of any leave of absence under Article 49.3.

ARTICLE 75 – SPECIAL AND COMPASSIONATE LEAVE
(FPT)

75.1 A Deputy Minister or his or her designee may grant an employee leave of absence with pay for not more than three (3) days in a year upon special or compassionate grounds.

75.2 The granting of leave under this article shall not be dependent upon or charged against accumulated credits.

75.3 **An employee shall be entitled to special leave of up to two (2) days per year to attend to unforeseen dependent and elder related care for the leave referenced in Article 75.1. For clarity, the parties agree this leave shall be granted so long as the employee has remaining special and compassionate leave under Article 75.1. The employee will attempt to give reasonable notice, where possible, in respect of any leave of absence under Article 75.3.**

13. Pregnancy and Parental Leave

Amend Article 50, Article 51, Article 76, Article 77, Article 31 and Article 32, and add a new letter of understanding as follows:

ARTICLE 50 – PREGNANCY LEAVE

...

50.3.2.1 **The following applies for any pregnancy leave which begins before [90 days of ratification].** In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

(a) for the first two (2) weeks (**the waiting period**), payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented,

and

(b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly *EI* benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented.

50.3.2.2 **The following applies for any pregnancy leave which begins on or after [90 days of ratification].** In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

(a) **for the first one week (waiting period), payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented,**

and

(b) **up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly *EI* benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also**

include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented.

and

- (c) on production of proof of payments in accordance with employment insurance pursuant to the *Employment Insurance Act, (Canada)* have terminated, she shall be entitled to a further one week of pregnancy leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented. This further one week of leave must be taken immediately after the date when the *EI* benefits referenced in Article 50.3.2.2(b) have terminated and prior to returning to the workplace.**
- (d) where an employee takes parental leave in conjunction with pregnancy leave, Article 50.3.2.2(c) shall not apply.**

50.3.3 Notwithstanding Articles 50.3.2.1~~(a) and (b)~~ and 50.3.2.2, where an employee assigned to a vacancy in accordance with Article 9.7.2 (Health and Safety and Video Display Terminals) is eligible to receive an allowance under this article, and the salary rate she was receiving on the last day worked prior to the pregnancy leave is less than the salary rate she was receiving on the last day worked prior to the assignment, the allowance shall be based on the actual weekly rate of pay for her classification which she was receiving on the last day worked prior to the assignment.

50.4 Notwithstanding Article 36.2 (Insured Benefits Plans – General), an employee on pregnancy leave shall have her benefits coverage continued unless the employee elects in writing not to do so.

50.5 **(a) Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time before December 3, 2017,** An employee on pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of credits for not more than thirty-five (35) weeks. This leave shall be in accordance with the provisions of parental leave granted under Article 51 (Parental Leave).

(b) Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time on or after December 3, 2017, an employee on pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of credits for not more than sixty-one (61) weeks. This leave shall be in accordance with the provisions of parental leave granted under Article 51 (Parental Leave).

50.6.1 A female employee returning from a leave of absence under Articles 50.1 or 50.5 to the ministry in which she was employed immediately prior to such leave shall be assigned to the position she most recently held, if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that she would have attained had she worked during the leave of absence.

50.6.2 An employee who has been assigned in accordance with Article 9.7.2 (Health and Safety and Video Display Terminals) and who returns to her former ministry from a leave of absence under this article, shall be assigned to the position she most recently held prior to the assignment under Article 9.7.2, if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that she would have attained had she worked during the leave of absence.

50.7 In accordance with Articles 50.3.2.1, ~~(a) and (b)~~ and ~~50.3.2.2~~, and 50.3.3, the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled during the leave.

50.8 **Where ~~the~~ pregnancy leave of a person who is not entitled to take parental leave began before January 1, 2018, the pregnancy leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still birth or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.**

Where the pregnancy leave of a person who is not entitled to take parental leave began on or after January 1, 2018, the pregnancy leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is twelve (12) weeks after the birth, still birth or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.

ARTICLE 51 – PARENTAL LEAVE

...

51.2.1 **Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time before December 3, 2017, ~~p~~parental leave may begin,**

- (a) no earlier than the day the child is born or comes into the custody, care and control of the ~~parent~~ **employee** for the first time; and
- (b) no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the ~~parent~~ **employee** for the first time;
- (c) the parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a ~~parent~~ **employee** for the first time. Parental leave shall end thirty-five (35) weeks after it begins for an employee who takes pregnancy leave and thirty-seven (37) weeks after it begins for an employee who did not take pregnancy leave, or on an earlier day if the person gives the Employer at least four (4) weeks' written notice of that day.

51.2.2 **Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time on or after December 3, 2017, parental leave may begin,**

- (a) **no earlier than the day the child is born or comes into the custody, care and control of the employee for the first time; and**
- (b) **no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the employee for the first time;**
- (c) **the parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a employee for the first time. Parental leave shall end sixty-one (61) weeks after it begins for an employee who takes pregnancy leave and sixty-three (63) weeks after it begins for an employee who did not take pregnancy leave, or on an earlier day if the person gives the Employer at least four (4) weeks' written notice of that day.**

- 51.3 Notwithstanding Article 36.2 (Insured Benefits Plans – General), an employee on parental leave shall have their benefits coverage continued unless the employee elects in writing not to do so.
- 51.4 Except for an employee to whom Article 50 (Pregnancy Leave) applies, an employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a further consecutive leave of absence without pay but with accumulation of credits for not more than six (6) weeks.
- 51.5.1 An employee who is entitled to parental leave and who provides the Employer with proof that he or she is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act, (Canada)* shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- 51.5.2.1 **The following applies for any parental leave which begins before [90 days of ratification].** In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (a) where an employee elects to serve the two (2) week waiting period under the *Employment Insurance Act, (Canada)* before receiving benefits under that Act, for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the leave, which shall also include his or her progression on the wage grid and any negotiated or amended wage rates for his or her classification as they are implemented,
- and**
- (b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the leave, which shall also include his or her progression on the wage grid and any negotiated or amended wage rates for his or her classification as they are implemented.
- 51.5.2.2 **The following applies for any parental leave which begins on or after [90 days of ratification].** In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (a) where an employee elects to serve the one week waiting period under the *Employment Insurance Act, (Canada)* before receiving benefits under that Act, for the first one week, payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the leave, which shall also include his or her progression on the wage grid and any negotiated or amended wage rates for his or her classification as they are implemented.
- and**
- (b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Standard EI parental benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the leave, which

shall also include his or her progression on the wage grid and any negotiated or amended wage rates for his or her classification as they are implemented.

and

- (c) where the employee served the one week waiting period in accordance with Article 51.5.2.2(a), and on production of proof that payments in accordance with employment insurance pursuant to the *Employment Insurance Act, (Canada)* have terminated, the employee shall be entitled to a further one week of parental leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the leave, but which shall also include his or her progression on the wage grid and any negotiated or amended wage rates for his or her classification as they are implemented. This further one week of leave must be taken immediately after the date when the EI benefits referenced in Article 51.5.2.2(b) have terminated and prior to returning to the workplace.

or

- (d) where the employee served the waiting period in accordance with Article 50.3.2.2(a), has taken parental leave in conjunction with pregnancy leave, and on production of proof that payments in accordance with employment insurance pursuant to the *Employment Insurance Act, (Canada)* have terminated, the employee shall be entitled to a further one week of parental leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented. This further one week of leave must be taken immediately after the date when the EI benefits referenced in Article 51.5.2.2(b) have terminated and prior to returning to the workplace.

51.6 An employee returning from a leave of absence under Articles 51.1 or 51.4 to the ministry in which he or she was employed immediately prior to such leave, shall be assigned to the position he or she most recently held, if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that he or she would have attained had he or she worked during the leave of absence.

51.7 In accordance with Articles 51.5.2.1 and 51.5.2.2, the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the leave, including any retroactive salary adjustment to which he or she may have been entitled during the leave.

ARTICLE 76 – PREGNANCY LEAVE (FPT)

...

76.3.2.1 **The following applies for any pregnancy leave which begins before [90 days of ratification].** In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (a) for the first two (2) weeks (**the waiting period**), payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but

which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented,

and

- (b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly *EI* benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented.

76.3.2.2

The following applies for any pregnancy leave which begins on or after [90 days of ratification]. In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (a) **for the first one week (waiting period), payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented,**

and

- (e) **up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly *EI* benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented.**

and

- (f) **on production of proof of payments in accordance with employment insurance pursuant to the *Employment Insurance Act, (Canada)* have terminated, she shall be entitled to a further one week of pregnancy leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented. This further one week of leave must be taken immediately after the date when the *EI* benefits referenced in Article 76.3.2.2(b) have terminated and prior to returning to the workplace.**

- (g) **where an employee takes parental leave in conjunction with pregnancy leave, Article 76.3.2.2 (c) shall not apply.**

- 76.3.3 Notwithstanding Article 76.3.2.1~~(a) and (b)~~ and **76.3.2.2**, where an employee assigned to a vacancy in accordance with Article 60.4.2 (Health and Safety and Video Display Terminals) is eligible to receive an allowance under this article, and the salary rate she was receiving on the last day worked prior to the pregnancy leave is less than the salary rate she was receiving on the last day worked prior to the assignment, the allowance shall be based on the actual weekly rate of pay for her classification which she was receiving on the last day worked prior to the assignment.
- 76.4 Notwithstanding Article 64.2 (Insured Benefits Plans – General), an employee on pregnancy leave shall have her benefits coverage continued unless the employee elects in writing not to do so.
- 76.5 **(a) Where the child in respect of whom the employee takes parental leave was born or came into the employee’s custody, care and control for the first time before December 3, 2017,** An employee on pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of credits for not more than thirty-five (35) weeks. This leave shall be in accordance with the provisions of parental leave granted under Article 77 (Parental Leave).
- (b) Where the child in respect of whom the employee takes parental leave was born or came into the employee’s custody, care and control for the first time on or after December 3, 2017, an employee on pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of credits for not more than sixty-one (61) weeks. This leave shall be in accordance with the provisions of parental leave granted under Article 77 (Parental Leave).**
- 76.6.1 A female employee returning from a leave of absence under Articles 76.1 or 76.5 to the ministry in which she was employed immediately prior to such leave shall be assigned to the position she most recently held, if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that she would have attained had she worked during the leave of absence.
- 76.6.2 An employee who has been assigned in accordance with Article 60.4.2 (Health and Safety and Video Display Terminals) and who returns to her former ministry from a leave of absence under this article, shall be assigned to the position she most recently held prior to the assignment under Article 60.4.2, if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that she would have attained had she worked during the leave of absence.
- 76.7 In accordance with Articles 76.3.2.1~~(a) and (b)~~, **76.3.2.2** and 76.3.3, the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled during the leave.
- 76.8 **Where ~~the~~ pregnancy leave of a person who is not entitled to take parental leave began before January 1, 2018, the pregnancy leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still birth or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.**
- Where the pregnancy leave of a person who is not entitled to take parental leave began on or after January 1, 2018, the pregnancy leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is twelve (12) weeks after the birth, still birth or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.**

ARTICLE 77 – PARENTAL LEAVE
(FPT)

...

77.2.1 Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time before December 3, 2017, parental leave may begin,

- (a) no earlier than the day the child is born or comes into the custody, care and control of the ~~parent~~ **employee** for the first time; and
- (b) no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the ~~parent~~ **employee** for the first time;
- (c) the parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a ~~parent~~ **employee** for the first time. Parental leave shall end thirty-five (35) weeks after it begins for an employee who takes pregnancy leave and thirty-seven (37) weeks after it begins for an employee who did not take pregnancy leave, or on an earlier day if the person gives the Employer at least four (4) weeks' written notice of that day.

77.2.2 Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time on or after December 3, 2017, parental leave may begin,

- (a) no earlier than the day the child is born or comes into the custody, care and control of the **employee** for the first time; and
- (b) no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the **employee** for the first time;
- (c) the parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a **employee** for the first time. Parental leave shall end sixty-one (61) weeks after it begins for an employee who takes pregnancy leave and sixty-three (63) weeks after it begins for an employee who did not take pregnancy leave, or on an earlier day if the person gives the Employer at least four (4) weeks' written notice of that day.

...

77.5.2.1 The following applies for any parental leave which begins before [90 days of ratification]. In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (a) where the employee elects to serve the two (2) week waiting period under the *Employment Insurance Act, (Canada)* before receiving benefits under that Act, for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay

for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the leave, which shall also include his or her progression on the wage grid and any negotiated or amended wage rates for his or her classification as they are implemented,

and

- (b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly *EI* benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the leave which shall also include his or her progression on the wage grid and any negotiated or amended wage rates for his or her classification as they are implemented.

77.5.2.2

The following applies for any parental leave which begins on or after [90 days of ratification]. In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (a) **where an employee elects to serve the one week waiting period under the *Employment Insurance Act, (Canada)* before receiving benefits under that Act, for the first one week, payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the leave, which shall also include his or her progression on the wage grid and any negotiated or amended wage rates for his or her classification as they are implemented.**

and

- (b) **up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Standard *EI* parental benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the leave, which shall also include his or her progression on the wage grid and any negotiated or amended wage rates for his or her classification as they are implemented.**

and

- (c) **where the employee served the one week waiting period in accordance with Article 77.5.2.2(a), and on production of proof that payments in accordance with employment insurance pursuant to the *Employment Insurance Act, (Canada)* have terminated, the employee shall be entitled to a further one week of parental leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the leave, but which shall also include his or her progression on the wage grid and any negotiated or amended wage rates for his or her classification as they are implemented. This further one week of leave must be taken immediately after the date when the *EI* benefits referenced in Article 77.5.2.2(b) have terminated and prior to returning to the workplace.**

or

- (d) **where the employee served the waiting period in accordance with Article 76.3.2.2(a), has taken parental leave in conjunction with pregnancy leave, and on production of proof that payments in accordance with employment insurance pursuant to the *Employment Insurance Act, (Canada)* have terminated, the employee shall be entitled to a further one week of parental leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented. This further one week of leave must be taken immediately after the date when the *EI* benefits referenced in Article 77.5.2.2(b) have terminated and prior to returning to the workplace.**

...

- 77.6 An employee returning from a leave of absence under Articles 77.1 or 77.4 to the ministry in which he or she was employed immediately prior to such leave, shall be assigned to the position he or she most recently held, if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that he or she would have attained had he or she worked during the leave of absence.
- 77.7 In accordance with Article 77.5.2.1 and 77.5.2.2, the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the leave, including any retroactive salary adjustment to which he or she may have been entitled during the leave.

ARTICLE 31A – FIXED-TERM EMPLOYEES OTHER THAN SEASONAL,
STUDENT AND GO TEMP EMPLOYEES (FXT)

...

- 31A.9 PREGNANCY AND PARENTAL LEAVE
- 31A.9.1 Pregnancy and parental leaves will be granted to employees under the terms of the *Employment Standards Act 2000*. Pregnancy leave shall be granted for up to seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date.
- 31A.9.2 **Where the child in respect of whom the employee takes parental leave was born or came into the employee’s custody, care and control for the first time before December 3, 2017, Pparental leaves shall be granted for up to thirty-five (35) weeks for an employee who took pregnancy leave, or up to thirty-seven (37) weeks after it began otherwise.**

Where the child in respect of whom the employee takes parental leave was born or came into the employee’s custody, care and control for the first time on or after December 3, 2017, parental leaves shall be granted for up to sixty-one (61) weeks for an employee who took pregnancy leave, or up to sixty-three (63) weeks after it began otherwise.

...

ARTICLE 32 – SEASONAL EMPLOYEES (SE)

...

32.17 PREGNANCY AND PARENTAL LEAVE

32.17.1 Pregnancy and parental leaves will be granted to employees under the terms of the *Employment Standards Act 2000*. Pregnancy leave shall be granted for up to seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date.

32.17.2 **Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time before December 3, 2017,** parental leaves shall be granted for up to thirty-five (35) weeks for an employee who took pregnancy leave, or up to thirty-seven (37) weeks after it began otherwise.

Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time on or after December 3, 2017, parental leaves shall be granted for up to sixty-one (61) weeks for an employee who took pregnancy leave, or up to sixty-three (63) weeks after it began otherwise.

...

[DATE OF RATIFICATION]

PREGNANCY AND PARENTAL LEAVE

LETTER OF UNDERSTANDING

Len Elliott
OPS Lead Negotiator
Ontario Public Service Employees Union (OPSEU)
100 Lesmill Road
Toronto, Ontario M3B 3P8

Dear Len:

This letter shall confirm the parties agreement that in the event of any subsequent amendments to the *Employment Insurance Act* and/or the *Employment Standards Act, 2000* which impact provisions for pregnancy and parental leave, the parties will meet in a timely manner to review the changes and negotiate any applicable cost-neutral changes to the current pregnancy and parental leave provisions in the *Collective Agreement*.

Sincerely,

Steven MacKay
Director, Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

[This letter does not form part of the Collective Agreement]

14. Recognition Clause

Renew and amend Appendix 2 as follows:

APPENDIX 2

...

The parties have agreed to incorporate the language of OIC 243/94, dated February 24, 1994, into the current collective agreement. The parties recognize that the addition of this language is a confirmation of the scope of the bargaining unit as it existed prior to the expiration of the collective agreement on December 31, 2004 and that it should not be interpreted as limiting or expanding the scope of the OPSEU bargaining unit outside of what existed on December 31, 2004.

The parties recognize that the language of Appendix 1 of OIC 243/94 is presented as originally drafted due to its historical context and may include outdated terminology that could be considered offensive.

This letter of understanding forms part of the collective agreement.

...

15. Student Wage Rates

Renew and amend Appendix 12 as follows:

APPENDIX 12

Revised [date of ratification] ~~January 1, 2018~~
STUDENT WAGE RATES

...

1. This Memorandum of Agreement is based on negotiations held pursuant to Appendix 12 of the Collective Agreement between the parties, expiring December 31, 202~~x~~4, and is subject to the definitions, principles and terms set out in the Collective Agreement.

...

5. Students in Special Employment Programs shall be paid as follows:

~~January 1, 2018~~ **January 1, 2022** ~~\$14.00~~**\$15.00**

In the event that there is a legislated increase to the minimum wage in Ontario and students in Special Employment Programs have a minimum hourly rate of pay that falls below the minimum wage, students in Special Employment Programs will receive the new hourly rate of pay.

...

Appendix – A

Framework for Students Wage Rates

1. This framework will be submitted to the Joint System Sub-Committee for its use in developing a Student Job Evaluation System for all student positions to present to CERC for agreement in accordance with Appendix 12 of the Collective Agreement expiring on December 31, 202~~x~~4.

...

3. Rates for these two levels are:

~~Effective January 1, 2018:~~

~~Level 1 \$14.00~~

~~Level 2 \$14.85~~

January 1, 2022

Level 1 \$15.00

Level 2 \$15.85

In the event that there is a legislated increase to the minimum wage in Ontario and students at Level 1 have a minimum hourly rate of pay that falls below the minimum wage, students at Level 1 will receive the new hourly rate of pay.

Students at Level 2 rate of pay shall be adjusted to an amount that is \$0.85 greater than the new Level 1 Student rate of pay.

...

16. Ontario Internship Program

Renew and amend Appendix 19 as follows:

APPENDIX 19

Revised [**Date of ratification**] ~~January 24, 2013~~
ONTARIO INTERNSHIP PROGRAM

...

11.2 The parties shall appoint a mediator / arbitrator from the following list:

Ken Petryshyn
~~Loretta Mikus~~ **Randi Abramsky**
Deborah Leighton

...

17. LOU – Seniority for Fixed Term Employees in Correctional Institutions, Youth Justice facilities, Probation and Parole Offices and Oakridge

Delete Appendix 24 – LOU – Seniority for Fixed Term Employees in Correctional Institutions, Youth Justice facilities, Probation and Parole Offices and Oakridge

18. Modern and Flexible Work Arrangements

Renew and amend Appendix 42 as follows:

APPENDIX 42

Revised [**Date of Ratification**] ~~October 30, 2015~~
MODERN AND FLEXIBLE HOURS OF WORK ARRANGEMENTS

LETTER OF UNDERSTANDING

~~Flexible hours of work arrangements are defined as when the start and/or stop times for the employee are outside of a designated core period. Telework is an alternate work arrangement in which work that is traditionally conducted in~~

~~the employee's headquarters is performed at an alternate location which may include the employee's home.~~

The Employer continues to support building a modern and flexible work environment that is more agile and engaged while ensuring productivity and service excellence. The Employer has been working to promote greater flexibility for employees in terms of where and when they work, provided modern and flexible work arrangements put in place are operationally feasible. These modern and flexible work arrangements refer to compressed work week, job sharing arrangements, flexible hours of work and remote work, or a combination of them, as appropriate.

Whereas the parties agree that **modern and flexible hours of work arrangements** ~~and telework arrangements~~ can be an effective method of assisting employees to balance work and personal responsibilities as well as achieving organizational objectives, the parties agree to the following:

- 1) **Modern and flexible work arrangements** ~~Hours of work~~ shall be ~~arranged~~ **developed** to best serve the convenience of the public and the achievement of operational needs.
- 2) The parties recognize that there may be instances where **modern and flexible hours of work arrangements** ~~and telework arrangements~~ may not be a viable method of arranging schedules or work locations to meet operational requirements. Further, the parties agree that it is critical to, at a minimum, adhere to common service standards.
- 3) The Local Employee Relations Committees (**LERC**), ~~or the Local Union in conjunction with the Employer where there is no LERC,~~ **may will, if requested by either party,** enter into a review process on the feasibility of incorporating **modern and flexible hours of work arrangements, including compressed work week, job sharing arrangements, and/or telework arrangements** in the workplace. **Where there is no LERC this can be discussed with either the Local Union in conjunction with the Employer or the Ministry Employee Relations Committee.**
- 4) ~~Should the workplace not have a Local Employee Relations Committee, the Ministry Employee Relations Committee may review the feasibility of incorporating a flexible hours of work arrangement and/or telework in the workplace.~~
- 5) When the Employer cancels or amends a **modern and flexible hours of work arrangement** ~~or telework arrangement~~, they shall provide notice to the affected employee(s) in writing at least one (1) month prior to the cancellation or amendment. **An employee can cancel the agreement with at least one (1) month notice.**
- 6) The parties recognize that the Employer has the right to deny, alter, ~~or cancel~~ **or require modern and flexible hours of work arrangements and telework arrangements.** The Employer's exercise of discretion pursuant to this letter shall not be grievable.
- 7) **Where the Employer requires remote work and an employee cannot reasonably perform the work remotely, the Employer will provide reasonable alternatives for a work location.**
- 8) ~~The model agreements with respect to flexible hours of work arrangements (Appendix A), group flexible hours of work arrangements (Appendix B), variable hours of work arrangements (Appendix C), telework (Appendix D), and job sharing (Appendix E) are set out in the Appendices.~~ **The Employer will maintain the model agreements on the intranet to be used as the basis of an agreement with the Employee.**
- 8) ~~No employee shall be required to telework. Notwithstanding this, employees currently in telework agreements may only terminate the arrangement pursuant to the terms of their agreement.~~
- 9) **Modern and flexible work arrangements entered into between a manager and employee will be guided by the following:**

- i. The arrangement is entered into voluntarily and is mutually agreed to by an employee and their manager.
- ii. Operational feasibility is the primary factor that must be considered before any modern and flexible work arrangement can be established.
- iii. Modern and flexible work arrangements must be cost-effective and not impose any additional costs to the Employer to implement. The Employer will determine what government equipment is required and shall be provided; said equipment will be used only as part of the Employee's official duties.
- iv. Modern and flexible work arrangements must be in compliance with the Unified Collective Agreement provisions.
- v. Modern and flexible work arrangements must be documented in writing. Templates will be available for managers and employees.
- vi. Modern and flexible work arrangements are regularly evaluated, reviewed, and recalibrated to ensure they continue to be operationally feasible. Any such revision of the OPS Guidelines and/or model agreements will be shared with CERC for feedback, prior to its implementation.
- vii. Employees are expected to continue to meet their required performance commitments. Managers are expected to provide feedback to employees through regular performance reviews.
- viii. The agreement will be reviewed and signed by the Local Union if the template is modified.

10) ~~Notwithstanding paragraph 8 above, a~~ All remote work telework arrangements automatically terminate on the release of a conciliation or "no board" report.

11) **Either party can raise issues with respect to the Employer's enterprise guidelines and approach for modern and flexible work arrangements at CERC.**

APPENDIX A — Model Flexible Hours of Work Agreement

MEMORANDUM OF AGREEMENT

BETWEEN: _____ (*Unit/Branch/Division/Ministry*)

AND: _____ (*Employee(s)*)

AND: _____ (*OPSEU*)

~~This Flexible Hours of Work (FHW) agreement is made in accordance with Article 16 (Local and Ministry Negotiations) and Appendix 42 (Flexible Hours of Work Arrangements) of the Central Collective Agreement between the Ontario Public Service Employees Union (OPSEU) and the Crown in right of Ontario, represented by Management Board of Cabinet.~~

~~Unless otherwise specified in this Agreement, all articles of the Central and (*Unified or Correctional*) Bargaining Unit Collective Agreements apply to employees covered by this Agreement.~~

Section 1 — Employee(s) and Work Unit Covered

~~This section requires the following information: *Employee(s), Job Title, Work Unit/ Branch, Division, Region, Street Address, Manager.*~~

~~Sample language:~~

~~This FHW agreement applies to:~~

Jane Doe, Administrative Assistant
Customer Service Branch
Direct Services Division
Eastern Region
Ministry of Government Services
2 Second Street, Unit 2000, Kingston, Ontario, LLL 123

Manager: Michael Manager

Section 2 — Hours of Work

Under a flexible hours of work agreement, the employees work the minimum numbers of hours required for their schedule (minimum of 7.25 hours for Schedule 3 & 3.7, minimum of 8 hours each day for schedule 4 & 4.7 or a minimum of 36.25 hours per week for schedule 6) but the scheduled start and/or stop times for the employee are outside of a designated core period.

Sample language:

2.1 — The parties agree that the employee will adhere to the following weekly work schedule:

Work Day	Monday	Tuesday	Wednesday	Thursday	Friday	Lunch Period
Hours of work	7:00am— 3:15pm	7:00am— 3:15pm	7:00am— 3:15pm	7:00am— 3:15pm	7:00am— 3:15pm	11:00am— 12:00pm

2.2 — ~~The employee agrees to exercise flexibility when operational needs arise. With reasonable notice, the hours of work will be adjusted when required to attend meetings and to otherwise meet operational needs.~~

2.3 — ~~Article UN5.2 or COR5.2, of the Bargaining Unit Collective Agreement shall not apply to employees working this schedule.~~

Section 3 — Training Assignments

Sample language:

3.1 — ~~When an employee covered by this FHW agreement attends a training program, the Employer may change the employee's scheduled hours of work as set out in this agreement.~~

Section 4 — Term

~~The employee and his or her manager shall agree upon the duration of the agreement in keeping with the principles set out in the first two pages of this document.~~

~~Either the employee or his or her manager may propose amendments to the agreement which must be mutually agreed upon by the parties. If agreed upon, such amendments must be signed off by the employee and his or her manager.~~

~~In addition, a minimum one month termination notice clause is to be included in accordance with paragraph 5 of Appendix 42 of the OPSEU Central Collective Agreement.~~

Sample language:

4.1 This Agreement shall be for _____ months and will be effective from _____ to _____.

4.2 The parties agree to conduct a review of the agreement on an annual basis.

4.3 Either party may, on written notice of one (1) month to the other party, terminate this Agreement.

Dated this _____ day of _____, _____.

Employee _____ Manager

OPSEU _____ Other Ministry Official
(If required by the
Ministry's delegation of authority)

Appendix B – Model Group Flexible Hours of Work Agreement

MEMORANDUM OF AGREEMENT

BETWEEN: _____ (*Unit/Branch/Division/Ministry*)

AND: _____ (*List all Employee(s) participating in this arrangement*)

AND: _____ (*OPSEU*)

This Group Flexible Hours of Work agreement is made in accordance with Article 16 (Local and Ministry Negotiations) and Appendix 42 (Flexible Hours of Work Arrangements) of the Central Collective Agreement between the Ontario Public Service Employees Union (OPSEU) and the Crown in right of Ontario, represented by Management Board of Cabinet.

Unless otherwise specified in this Agreement, all articles of the Central and (*Unified or Correctional*) Bargaining Unit Collective Agreements apply to employees covered by this Agreement.

Section 1 – Employee(s) and Work Unit Covered

This section requires the following information: Employee(s), Job Title, Work Unit/ Branch, Division, Region, Street Address, Manager.

Sample language:

This Group Flexible Hours of Work agreement applies to the following four employees:

- Jane Doe, Administrative Assistant
- Joe Q. Public, Administrative Coordinator
- Citizen A, Administrative Assistant
- Resident B, Administrative Coordinator

Work location of the participating employees: Customer Service Branch

Direct Services Division Eastern Region
Ministry of Government Services
2 Second Street, Unit 2000, Kingston, Ontario, L3L 1Z3

Manager: Michael Manager

Section 2—Hours of Work

Under a group flexible hours of work agreement, the employees work the minimum numbers of hours required for their schedule (minimum of 7.25 hours for schedule 3 & 3.7, minimum of 8 hours each day for schedule 4 & 4.7 or minimum of 36.25 hours per week for schedule 6) but the scheduled start and/or stop times for the employee are outside of a designated core period.

Sample language:-

2.1—The parties agree that the participating employees will adhere to the following weekly work schedule:

Employee Name	Days of work	Hours of work	Core hours (if applicable)
Jane Doe	Monday, Tuesday, Wednesday, Thursday, Friday	7:00 a.m. to 3:15 p.m. includes a one hour lunch break	At least one employee must be present in the office during the core hours of 9:00 a.m. to 3:30 p.m. Employees covered by this agreement are required to coordinate their lunch breaks to ensure such coverage. If for operational reasons such coverage cannot be provided, the manager must be notified at least one business day in advance.
Joe Q. Public	Monday, Tuesday, Wednesday, Thursday, Friday	7:30 a.m. to 3:45 p.m. includes a one hour lunch break	
Citizen A	Monday, Tuesday, Wednesday, Thursday, Friday	8:00 a.m. to 4:15 p.m. includes a one hour lunch break	
Resident B	Monday, Tuesday, Wednesday, Thursday, Friday	8:30 a.m. to 4:45 p.m. includes a one hour lunch break	

2.2—The participating employees agree to exercise flexibility when operational needs arise. With reasonable notice, the hours of work will be adjusted when required to attend meetings and to otherwise meet operational needs.

2.3—Article UN5.2 or COR5.2, of the Bargaining Unit Collective Agreement shall not apply to employees working this schedule.

Section 3 — Training Assignments

Sample language:

~~3.1 — When a participating employee attends a training program, the Employer may change their hours of work as set out in this agreement.~~

Section 4 — Term

~~The Bargaining Agent and Employer shall agree upon the duration of the agreement in keeping with the principles set out in the first two pages of this document but shall be no longer than twelve (12) months in duration.~~

~~Either the Employer or the Bargaining Agent may propose amendments to the agreement which must be mutually agreed upon by the parties. If agreed upon, such amendments must be signed off by the Bargaining Agent and the Employer.~~

~~The Employer and Bargaining Agent will conduct a review at the LERC on an annual basis. Evaluation topics can include but are not limited to:~~

- ~~a) — positive and negative effects of Group Flexible Hours of Work agreement implementation and conditions on service delivery, including costs/savings;~~
- ~~b) — evaluation of work coverage arrangements;~~
- ~~c) — new or emerging issues that could impact this agreement or its continuance; or~~
- ~~d) — employee satisfaction and/or suggestions.~~

~~In addition, a minimum one (1) month termination notice clause is to be included in accordance with paragraph 5 of Appendix 42 of the OPSEU Central Collective Agreement.~~

Sample language:

~~4.1 — This Agreement shall be for _____ months and will be effective from _____ to _____.~~

~~4.2 — All service and operational issues or problems affecting or resulting from the implementation of this agreement will be reviewed, evaluated and reported at the Local Employee Relations Committee on an annual basis.~~

~~4.3 — The Employer or Bargaining Agent may, on written notice of one (1) month to the other party, terminate this Agreement.~~

Dated this _____ day of _____,

Participating Employee _____ Manager

Participating Employee _____ Other Ministry Official
(If required by the Ministry delegation of authority)

Participating Employee _____

Participating Employee _____

OPSEU

APPENDIX C — Model Variable Hours of Work Agreement

MEMORANDUM OF AGREEMENT

BETWEEN: _____ (Unit/Branch/Division/Ministry)

AND: _____ (Employee(s))

AND: _____ (OPSEU)

This Variable Hours of Work agreement is made in accordance with Article 16 (Local and Ministry Negotiations) and Appendix 42 (Flexible Hours of Work Arrangements) of the Central Collective Agreement between the Ontario Public Service Employees Union (OPSEU) and the Crown in right of Ontario, represented by Management Board of Cabinet.

Unless otherwise specified in this Agreement, all articles of the Central and (Unified or Correctional) Bargaining Unit Collective Agreements apply to employees covered by this Agreement.

Section 1 — Employee(s) and Work Unit Covered

This section requires the following information: Employee(s), Job Title, Work Unit/ Branch, Division, Region, Street Address, Manager.

Sample language:

This Variable Hours of Work agreement applies to:

Jane Doe, Administrative Assistant
Customer Service Branch Direct Services Division Eastern Region
Ministry of Government Services
2 Second Street, Unit 2000, Kingston, Ontario, LLL 123

Manager: Michael Manager

Section 2 — Hours of Work

Under a variable hours of work agreement, the employee works the required minimum hours of work for their schedule over the course of a week (ie. minimum of 7.25 hours/ day = 36.25 hrs/week for schedule 3 & 3.7 or a minimum of 8 hours /day = 40 hrs/ week for schedule 4 or 4.7o r a minimum of 36.25 hrs/week for Schedule 6).

Sample language:

2.1 — The parties agree that the employee will adhere to the following weekly work schedule:

Work Day	Monday	Tuesday	Wednesday	Thursday	Friday	Lunch Period
Hours of work	7:00am— 6:00pm	8:00am— 4:00pm	8:00am— 4:00pm	7:00am— 6:00pm	8:00am— 5:00pm	12:00pm— 1:00pm

2.2 — The employee agrees to exercise flexibility when operational needs arise. With reasonable notice, the hours

~~of work will be adjusted when required to attend meetings and to otherwise meet operational needs.~~

~~2.3 — Article UN5.2 or COR5.2, of the Bargaining Unit Collective Agreement shall not apply to employees working this schedule.~~

Section 3 — Statutory Holidays

~~3.1 — Where a holiday specified in Article 47 (Holidays) of the Central Collective Agreement falls on an employee's regularly scheduled shift, the employee continues to work their regular schedule for the rest of the week with no loss in pay and with no loss in credits.~~

~~3.2 — Where an employee works on a holiday included under Article 47 (Holidays) of the Central Collective Agreement, he or she shall be paid at the rate of two (2) times his or her basic hourly rate for all hours worked with a minimum credit of the number of regularly scheduled hours.~~

~~3.3 — In addition to the payment provided by Section 3.2, an employee who works on the holiday shall receive the number of regularly scheduled hours, at his or her basic hourly rate or compensating leave for the number of regularly scheduled hours, provided the employee opts for compensating leave prior to the holiday.~~

~~If in the Correctional Bargaining Unit include the following:~~

~~Where an employee opts for compensating time he/she may only earn up to 87 or 96 hours per calendar year as applicable in accordance with COR 13.2.~~

Section 4 — Overtime

~~4.1 — Authorized periods of work in excess of the regular working periods specified in Articles UN 2.1 or COR 2.1 of this agreement or on scheduled day(s) off will be compensated for in accordance with Article UN8 or COR8, (Overtime) of the Bargaining Unit Collective Agreement.~~

Section 5 — Short Term Sickness Plan and Vacation Credits

~~5.1 — Short Term Sickness — Employees shall be entitled to full pay for the first (43½ or 48) hours of absence due to sickness or injury and sixty six and two thirds (66 2/3%) or seventy five percent (75%) as set out in Article 44.1.1 or 44.1.2 for the next (899 or 992) hours of absence due to sickness or injury. Employees may exercise their option under Article 44.6 (Short Term Sickness Plan) of the Central Collective Agreement by deducting sufficient credits from an accumulated credit for each (7¼ or 8) hours of absence.~~

~~5.2 — Vacation Credits — A deduction from an employee's vacation credits will be made for each day of approved vacation leave of absence as follows:~~

~~(Prorating determined by length of workday. For an employee on Schedule 4, off on a ten (10) hour day, deduct $10/8 \times 1$ credit = 1.25 credits. For an employee on Schedule 4, off on a six (6) hour day, deduct $6/8 \times 1$ credit = 0.75 credits.)~~

~~A partial day's absence will be prorated on the same formula.~~

Section 6 — Workplace Safety & Insurance

~~6.1 — For the purposes of Article 41.2 (Workplace Safety & Insurance) of the Central Collective Agreement "sixty five (65) working days" shall be deemed to be (47¼ or 520) hours.~~

Section 7 — Training Assignments

~~7.1 — When an employee covered by this variable hours of work agreement attends a training program, the Employer may change the employee's scheduled hours of work to the greater of:~~

- ~~(a) — 7¼ or 8 hours per day, as applicable, or~~
- ~~(b) — the actual number of hours spent receiving training, for each day that the employee participates in the training program.~~

~~7.2.1 — Where the change prescribed in Section 7.1 results in fewer or more hours than the employee was previously scheduled to work on the day(s) in question, the "extra" or "deficit" hours shall be reduced to zero within sixty (60) working days of the completion of the training program, without any loss of pay by the employee or overtime payments by the Employer, as follows:~~

- ~~(a) — the employee shall be required to work a corresponding number of hours to make up for any deficit hours; or~~
- ~~(b) — the employee shall be scheduled off duty for a corresponding number of hours to offset any extra hours.~~

~~7.2.2 — Where there is mutual agreement, an employee may receive pay at his or her basic hourly rate for extra hours in lieu of being scheduled off duty in accordance with Section 7.2.1 (b).~~

~~7.2.3 — Where an employee's extra hours have not been reduced to zero within sixty (60) working days in accordance with Section 7.2.1, any such hours remaining to the employee's credit shall be paid at the employee's basic hourly rate.~~

Section 8 — Special and Compassionate and Bereavement Leave

Such leaves are not to be prorated.

Section 9 — Term

The employee and his or her manager shall agree upon the duration of the agreement in keeping with the principles set out in the first two pages of this document.

Either the Employee or his or her manager may propose amendments to the agreement which must be mutually agreed upon by the parties. If agreed upon, such amendments must be signed off by the employee and his or her manager.

In addition, a minimum one (1) month termination notice clause is to be included in accordance with paragraph 5 of Appendix 42 of the OPSEU Central Collective Agreement.

Sample language:

9.1 — This Agreement shall be for _____ months and will be effective from _____ to _____.

9.2 — The parties agree to conduct a review of the agreement on an annual basis.

9.3 — Either party may, on written notice of one (1) month to the other party, terminate this Agreement.

Dated this _____ day of _____, _____.

Employee _____ Manager

OPSEU _____ Other Ministry Official
(If required by the Ministry delegation of authority)

APPENDIX D—Model Telework Agreement

MEMORANDUM OF AGREEMENT

BETWEEN: _____ (Unit/Branch/Division/Ministry)

AND: _____ (Employee(s))

AND: _____ (OPSEU)

The official workplace is located at _____ (Workplace Address)

The position that is the subject of this agreement: _____ (Position Title)

Purpose	1	<p>The purpose of this document is to outline and clarify some of the issues involved in the telework initiative being conducted by the (insert Ministry, Division and Branch).</p> <p>The Employee should read this carefully and discuss any questions with his/her manager.</p>
Term	2	<p>This Agreement shall be for _____ months (No longer than 12 months in duration) and will be effective from _____ to _____.</p> <p>Either party may propose amendments to the agreement which must be mutually agreed upon by the parties. If agreed upon, such amendments must be signed off by the employee and his or her manager.</p> <p>All service and operational issues or problems affecting or resulting from the implementation of this agreement will be reviewed, evaluated and reported at the Local Employee Relations Committee on an annual basis.</p>
Telework Days per Week	3	<p>Telework days will not exceed _____ days per week at the alternative work location, but may be decreased at the request of the Employee or the Employer with reasonable notice.</p> <p>A work schedule identifying the Employee's telework days will be developed between the Employee and their manager and attached to this document.</p>

Attendance at the Office	4	The Employee understands and is aware of the requirement to report to the Employer's official workplace on telework days for team meetings, training and/or at management's discretion.
---------------------------------	---	---

Transportation	5	The Employee is responsible for transportation costs to and from the official workplace.
Work Hours	6	<p>The Employee's regular hours of work at the teleworkplace will be within the core hours of _____, Monday to Friday. The Employee will be accessible via telephone and on-line during these hours.</p> <p>The Employee's daily work schedule will consist of the same number of hours normally worked under their hours of work schedule (i.e., Schedule 3 or 4), which is a minimum of 7.25 or 8 hours per day.</p>
Tasks	7	The Employee will be performing the duties as described in the Job Description and will abide by all of the Employer's directives, policies, procedures and legislation while teleworking.
Temporary Return to Official Workplace	8	The Employee may be required to temporarily return to the official workplace for a period of time due to operational requirements such as prolonged system failure and inoperable equipment.
Employee Salary and Benefits	9	The Employee's salary, job responsibilities and benefits will not change due to their involvement in the telework agreement.
Teleworkplace <i>(There can be multiple teleworkplaces including other government offices)</i>	10	<p>The Employee's teleworkplace will be located at:</p> <p><i>(insert full address)</i></p> <p>The Employee's teleworkplace telephone numbers is:</p> <p>_____</p> <p>The Employee will provide six weeks advance notice of any change to the teleworkplace location. The telework agreement cannot be extended to any other location, such as a seasonal home or cottage, without authorization from the Employee's manager.</p> <p>On telework days, the teleworkplace is the place of employment for the purpose of Articles 13 and 14 of the OPSEU Collective Agreement.</p> <p>The official workplace will remain the headquarters/place of employment for all other entitlements under the collective agreement.</p>

Zoning Regulations	11	It is the Employee's responsibility to ensure that a telework agreement is in accordance with the municipal zoning regulations and in accordance with the residential lease, if applicable.
Family Responsibilities	12	The Employee will have arrangements in place for regular dependent (child or elder) care.
Government Equipment	13	<p>The Employer will determine what government equipment is required and shall be provided at the teleworkplace; said equipment will be used only as part of the Employee's official duties. A list of the equipment provided to the Employee will be attached to this document.</p> <p>If there is a problem with the government equipment provided, the Employee will bring it in to the official workplace for repair.</p>
Safety and Security	14	<p>The Employee is responsible for ensuring security and safety requirements are met in the teleworkplace to protect the Employee, information and equipment that may be provided by the Ministry. A Health and Safety Telework Checklist, completed by the Employee and the manager, must be attached to this document.</p> <p>The Employee will comply with the Employer's security policies, standards and procedures and will exercise reasonable care to protect government information, either electronic or hard copy, and assets against unauthorized disclosure, loss, theft, fire, destruction, damage or modification.</p> <p>The Employee must also follow applicable confidentiality guidelines.</p>
	15	The Employee shall properly secure sensitive documents and related waste and bring them to the Employer's official workplace for destruction. The Employee shall comply with security policies, standards and procedures while departmental documents are being transported.
	16	The Employee will meet with clients only at the Employer's official workplace or, if applicable, in the field.
	17	The Employee will ensure that government information and assets are used in accordance with government policies. The Employee will use only the software provided by the Employer.

	18	The Employee must immediately notify the Employer of any work-related accident and/or injury or breach of security involving information and/or assets occurring at the teleworkplace. Coverage by the Workplace Safety and Insurance Board (WSIB) applies to work related accidents that arise out of or occur in the course of employment.
Insurance	19	The Employee is responsible for ensuring their home insurance policies include appropriate coverage for a home office, where applicable.
Teleworkplace Costs	20	The Employer will not be responsible for costs relating to the teleworkplace beyond the purchase, installation and maintenance of government issue equipment and/or furniture.
On-site Visits	21	The Employee shall grant access to the teleworkplace to authorized representatives of the Employer, with proper identification, to carry out maintenance and/or provide technical support for government property. The timing of such access will be arranged between the Employee and the Employee's manager.
Termination of Arrangement	22	The telework agreement may be terminated at any time by either the Employee or the Employer on one (1) month written notice or earlier by mutual agreement. It is the Employee's responsibility to inform the Bargaining Agent of the termination of this agreement. The arrangement automatically terminates if the Employee leaves the position that is the subject of this agreement. The arrangement automatically terminates on the release of a conciliation "no board" report.

Dated this _____ day of _____,

Employee _____ Manager

OPSEU _____ Other Ministry Official
(If required under the Ministry delegation of authority)

attachment _____ Health and Safety checklist

Sample Telework Schedule(s)

(This is attached to the Telework Agreement)

Sample 1

Employee’s name: _____

Telework Cycle: 4 weeks

(This sample sets out a four week cycle. Cycles may range from one to four weeks).

Telework Schedule:

Work Calendar	Working days — Telework days are marked with an “X”				
	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1 (or specify dates)	X	In-office	X	In-office	In-office
Week 2 (or specify dates)	X	In-office	In-office for monthly staff meeting	X	In-office
Week 3 (or specify dates)	X	In-office	X	In-office	In-office
Week 4 (or specify dates)	X	In-office	X	In-office	In-office
Etc....					

Note: As per the Telework agreement, the Employee may be required to report to the Employer’s official workplace on telework days for in-person meetings, training and/or at management’s discretion.

Sample 2

Employee’s name: _____

Telework Schedule:

The Employee is required to be in the official workplace at least ____ number of days per week.

The Employee will inform his/her manager of when they will be present in the official workplace in accordance with office practices

Note: As per the Telework agreement, the Employee may be required to report to the Employer’s official workplace on telework days for in-person meetings, training and/or at management’s discretion.

APPENDIX E — MODEL JOB SHARING AGREEMENTS

The model agreement with respect to job sharing is set out below:

MODEL AGREEMENT WITH RESPECT TO JOB SHARING ARRANGEMENTS

MEMORANDUM OF AGREEMENT

BETWEEN: THE MINISTRY OF AND:

*THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(and its local _____)*

AND:

Employee 'A' Name

AND:

Employee 'B' Name

(Job share participants)

This job sharing agreement is made in accordance with Article 16 (Local and Ministry Negotiations) and Article 10 (Work Arrangements) of the Central Collective Agreement and Article UN2 or COR2 of the Bargaining Unit Collective Agreement between the Ontario Public Service Employees Union and the Crown in right of Ontario, represented by Management Board Secretariat and <Employee Name>, <Position Title>, <Division/Branch> and <Employee Name>, <Position Title>, <Division/Branch>.

Unless otherwise specified in this Agreement, all articles of the Central and Bargaining Unit Collective Agreements apply to employees covered by this Agreement.

The terms of this Agreement are governed by Articles 10.2.1 to 10.2.10 of the Collective Agreement.

Article 1 — Work Unit and Employees Covered

1.1 — Detailed and specific description of work unit and employees covered (e.g. name, position and classification of position being shared).

1.2 — Employees who participate in a job sharing arrangement must share the same classification and level.

1.3 — This agreement applies to the following:

*Work Unit: _____ <Work Unit>
Section: _____ <Section>
Location: _____ <Location>
Position Number: _____ <Number>*

*Position 1
Position Title: _____ <Title>
Classification: _____ <Classification>
Reports To: _____ <Manager's Name>*

*Position 2
Position Title: _____ <Title>
Classification: _____ <Classification>
Reports To: _____ <Manager's Name>*

Sharing Employee 1: _____ <Employee Name>

WIN: _____ <Employee WIN>
Current Position: _____ <Position>
Classification: _____ <Classification>
Schedule _____ <Schedule>
Hourly Pay Rate: _____ <Rate>
Employment Status: _____ <Status>

Sharing Employee 2: _____ <Employee Name>
WIN: _____ <Employee WIN>
Current Position: _____ <Position>
Classification: _____ <Classification>
Schedule _____ <Schedule>
Hourly Pay Rate: _____ <Rate>
Employment Status: _____ <Status>

~~Article 2 — Hours of Work~~

- ~~2.1 — Detailed description including position schedule, hours of work, and division of hours and duties with an attached schedule where appropriate.~~
- ~~2.2 — The sharing of hours of work shall be determined by the parties to this agreement, but in no case shall one employee work less than fourteen (14) hours per week.~~
- ~~2.3 — The calculation of hours used for the allocation of work share shall be based on 1725.5 hours per annum for a 36.25 hour week and 1904 hours per annum for a 40 hour week.~~

~~Article 3 — Benefits and Salary~~

- ~~3.1 — Employees in this job sharing arrangement shall be accorded the Working Conditions and Employee Benefits contained in Part A and B of the Central Collective Agreement and Part A of the Bargaining Unit Collective Agreements. However, where applicable, they shall be pro rated in accordance with the employee's hours of work. In particular Articles 18, 19, 20 and Appendices 9, 18 and any other employment stability provisions shall apply as for other regular service employees working full time.~~
- ~~3.2 — Part C of the Central Collective Agreement and Part B of the Bargaining Unit Agreements will be used to provide administrative direction for the applicable pro rating of the working conditions and benefits, and Article 57.1 (Pay and Benefits Administration) for the purposes of calculating a basic hourly rate.~~
- ~~3.3 — Continuous service for each partner for the purpose of redeployment will be pro rated as if they are part-time employees as defined in Article 18.2 of the Collective Agreement.~~

~~Article 4 — Coverage for Job Share Participant's Absence~~

- ~~4.1 — If one of the job share participants is absent, the remaining job share participant will be given the opportunity on a voluntary basis to perform the absent job share participant's work. There will be no mandatory requirement placed on the job share participant to cover the absence.~~
- ~~4.2 — Should the job share participant elect to voluntarily cover the absence, the employee will be paid for additional hours worked at straight time until the regular weekly class schedule hours of the full-time position (36¼ or 40 hours) is reached.~~

~~Article 5 — Overtime~~

- ~~5.1 — Authorized periods of work in excess of the regular weekly class schedule hours of the full-time position (36¼ or 40 hours) will be compensated for in accordance with Article 8 (Overtime) of the Bargaining Unit~~

Collective Agreement.

Article 6—Holiday Payments

~~6.1—Entitlement to the twelve (12) holidays shall be in accordance with the pro-rated formula for hours of work in Article 2.1 herein.~~

~~6.2—When a job share participant works on a holiday, in addition to any compensation to which they may be entitled under 6.1 above, the employee shall be paid as per Article 47/73—Holiday Payment of the _____ Bargaining Unit Collective Agreement.~~

Article 7—Conditions of this Agreement:

~~7.1—Participation by employees in this agreement shall be voluntary.~~

~~7.2—There shall be no additional costs incurred by the employer as a result of this job share arrangement.~~

~~7.3—During the trial period of this arrangement and for the purposes of Article 31 of the Central Agreement, work performed by fixed term employees to backfill the temporary vacancy created by the arrangement shall be considered to be work performed to replace a classified employee on an authorized leave of absence.~~

Article 8—Trial Period:

~~8.1—This agreement shall be for a trial period commencing on _____ and terminating on _____. If the parties agree to continue the arrangement after this period, the terms of this agreement shall remain in effect.~~

~~8.2—During the trial period, any party (Ministry, Union or sharing employee) may, on thirty (30) days written notice to the other parties, terminate this agreement.~~

~~8.3—If, prior to the end of the trial period, any of the parties feel that a longer trial period is needed to determine the suitability of the job sharing arrangement, such extension may be provided for a period of no longer than six (6) months if unanimously agreed to by all parties.~~

~~8.4—The total trial period, including any extensions, shall not exceed twelve (12) months.~~

Article 9—Termination of the Job Sharing Agreement

~~9.1—This Article applies to the termination of the Job Sharing Agreement following completion of a trial period, as set out in Article 8 of this Agreement.~~

~~9.2—In the event that one employee in the job sharing arrangement leaves that arrangement on a permanent basis for any reason the remaining employee would first be offered the opportunity to assume the position on a full time basis.~~

~~9.3—If the remaining employee declines the full time opportunity, the position may be posted and advertised as a job sharing vacancy, subject to the provisions of this agreement.~~

~~9.4—Failing successful filling of the job sharing position, the remaining employee shall be offered a further opportunity to assume the position on a full time basis.~~

~~9.5—If the remaining employee still declines this opportunity, the position would continue to exist as a full time position and the Employer may fill the balance of the hours through temporary measures, if required.~~

Article 10—Term

~~10.1 This job sharing agreement shall be in effect for one year and will be effective from the (day) of (month), 20____, to the (day) of (month), 20____.~~

~~10.2 Within the first year of this agreement may be terminated with four weeks' notice and the sharers will return to their respective positions.~~

DATED THIS _____ of _____, 20____.

(Sharing Employee 1)

(Sharing Employee 2)

For OPSEU

For the Ministry

19. Transition Exit Initiative

Renew and amend Appendix 46 as follows:

APPENDIX 46
Revised [**Date of ratification**] ~~October 30, 2015~~
TRANSITION EXIT INITIATIVE

...

5. An employee who exits from employment under the TEI will only be entitled to the following:
- i. A lump sum of six (6) months' pay, plus one (1) week pay per year of continuous service; or
 - ii. Continuance of salary plus benefits (except STSP and LTIP) for six (6) months commencing on the date set out in Paragraph 6, plus one (1) week pay per year of continuous service or its equivalent period of further salary continuance plus benefits (except STSP and LTIP). For clarity, during the salary continuance period, employee and Employer pension contributions and vacation and pension credits will continue to accrue. ~~Notwithstanding the above, the further salary continuance period shall not be greater than the length of time between the commencement of the salary continuance and the end of the month in which the employee will attain sixty five (65) years of age. Any remaining balance will be paid forthwith to the employee as a lump sum.~~
 - iii. Where the employee does not choose a specific pay-in-lieu option, the employee shall be deemed to have chosen the lump sum option under 5(i).

...

20. Job Trades

Renew and amend Appendix 50 as follows:

APPENDIX 50

Revised ~~October 30, 2015~~ [Date of Ratification]
JOB TRADES

Letter of Understanding

In an effort to simplify the job trades process under Article 10.3 of the ~~OPSEU Central~~ Collective Agreement the parties agree that the positions and classifications listed below are not required to submit an employee portfolio as part of the registration process for job trades. Employees in these classifications will be considered to possess the qualifications and knowledge contained in the position description of their home position.

Ministry of ~~Community Safety and Correctional Services~~ **the Solicitor General**

Classifications

Correctional Officer 2	15 General Administration
Probation Officer 2	15 Chaplain
Recreation Officer 2	16 Social Work
Provincial Bailiff 1	16 Chaplain
Provincial Bailiff 2	16 Pharmacy
Fire Services Advisor 1	17 Personnel Administration
Fire Services Advisor 2	17 Program Analysis
Laundry Worker 2	17 Purchasing and Supply
Nurse 2	17 Pharmacy
Cook 1	17 Social Work
Cook 2	18 Financial Administration
Maintenance Plumber	18 Program Analysis
Maintenance Locksmith	18 Social Work
Correctional Locksmith	19 Program Analysis
Maintenance Electrician	19 Social Program
Maintenance Welder	Fire College Instructor
Industrial Officer I	Fire Safety Officer 1
Industrial Officer 2	Fire Safety Officer 2
Grounds Maintenance Worker	Fire Safety Officer 3
13 General Administration	Fire Services Investigator I
14 General Administration	Fire Services Investigator 2

Positions

P&P Community Support Representative – OAD10

P&P Secretary – OAD8

Rehabilitation Officer 2, Adult Institution Services

Rehabilitation Officer 2, Adult Community Services

Ministry of **Children, Community and Social Services**

Positions

Caseworker, Operations Division (Welfare Field Worker 2)

Case Presenting Officer, Operations Division (Welfare Field Worker 2)

~~Program Support Clerk, Operations Division (OAD6)~~ **Administrative Support Clerk, Operations Division (OAD8)**

Financial Officer 1, Operations Division, Regional Offices

Ministry of Children, **Community and Social Services** ~~and Youth Services~~

The following classifications are included for those positions found in the Youth Justice Services Division only:

Youth Services Officer	Maintenance Plumber
Rehabilitation Officer 2	Maintenance Electrician
Grounds/Maintenance Worker	Maintenance Painter
Recreation Officer 2	Maintenance Mechanic
Probation Officer 2	Maintenance Mechanic General
Chaplain (15)	Maintenance Carpenter
Nurse 2	Social Worker
Cook 2	Probation Admin Support (OAD8)

The parties agree that additional positions/classifications may be added to this agreement at a later date with CERC approval.

The parties agree that job trades across ministries shall be an item for discussion at CERC.

This letter of understanding will expire on ~~December 31, 2017~~ **[end of collective agreement term]**. Should the parties not have reached a new collective agreement by that date, the letter shall continue to operate until the earlier of a Memorandum of Settlement being entered into or there is a right to strike or lockout.

21. Employee and Family Assistance Program

Renew and amend Appendix 58 as follows:

APPENDIX 58

Revised [Date of ratification] ~~October 30, 2015~~
EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EFAP)

LETTER OF UNDERSTANDING

Ms. Ruth Hamilton
Chief Negotiator, OPSEU
100 Lesmill Road
Toronto, Ontario
M3B 3P8

Dear Ms. Hamilton:

This letter will confirm that the parties at CERC will review the EFAP to discuss, including but not limited to, the range of services provided and the scope of visits.

Sincerely,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division

22. Service Ontario Scheduling Arrangements

Delete Appendix 59 – Service Ontario Scheduling Arrangements

23. Preferred Pharmacy Networks

Delete Appendix 60 – Preferred Pharmacy Networks

24. Health and Productivity Program Review

Delete Appendix 61 – Letter of Understanding – Health and Productivity Program Review

25. Dependent Life Insurance

Delete Appendix 62 – LOU – Dependent Life Insurance

26. Permeability Agreement

Add Appendix 64 as follows:

APPENDIX 64

**[DATE OF RATIFICATION]
PERMEABILITY AGREEMENT**

MEMORANDUM OF AGREEMENT

Between:

**The Crown in Right of Ontario (as represented by the Treasury Board Secretariat)
("the Employer")**

- and -

Ontario Public Service Employees Union

("the Union")

WHEREAS the parties agreed in a memorandum dated December 15, 2016 to make the necessary changes to the Unified and Correctional Bargaining Unit collective agreements commencing January 1, 2018 to provide for movement between the two bargaining units as part of the normal operation of the collective agreements;

AND WHEREAS the intention of the parties is to neither reduce nor enhance the entitlements of members of the Unified and Correctional Bargaining Units with respect to employment stability, recruitment and transfers related to employment accommodation as those entitlements existed in the January 1, 2015 to December 31, 2017 OPSEU Collective Agreements;

NOW THEREFORE this memorandum of agreement confirms the Parties agree as set out below:

- 1. Seniority and/or continuous service accrued by any member of an OPSEU-represented bargaining unit will be recognized by the other OPSEU-represented bargaining unit. Seniority and continuous service date calculations for an OPSEU member will be based on the respective collective agreement provisions.**
- 2. Employment mobility between the Unified and Correctional Bargaining Units shall be maintained for posting and filling of vacancies, employment stability, health reassignment, pay administration and accommodation.**
- 3. Any disputes with respect to the interpretation, application, or administration of this Memorandum of Agreement shall be referred to the Grievance Settlement Board for final resolution.**
- 4. This Memorandum of Agreement shall be incorporated into the Unified and Correctional Collective Agreements as letters of understanding.**

Signed in Toronto this 24th day of January, 2020.

27. New Appendix – Legally Qualified Medical Practitioner

Add new appendix as follows:

NEW APPENDIX XX

[DATE OF RATIFICATION]

LEGALLY QUALIFIED MEDICAL PRACTITIONER DEFINITION

LETTER OF UNDERSTANDING

**Len Elliott
OPS Lead Negotiator
Ontario Public Service Employees Union (OPSEU)
100 Lesmill Road
North York, Ontario
M3B 3P8**

Dear Len:

This letter confirms that a legally qualified medical practitioner means a physician, dentist or nurse practitioner, practicing within their respective scope of practice. This definition may be amended at any time by the parties with mutual agreement.

This letter forms part of the collective agreement.

Yours truly,

**Steven MacKay
Director, Negotiations Branch
Employee Relations and Negotiations Division
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat**

28. New Appendix and Letter of Understanding – Diversity and Inclusion

Add new appendix and new letter of understanding as follows:

NEW APPENDIX XX

[DATE OF RATIFICATION]

CONTINUATION OF JOINT DIVERSITY AND INCLUSION WORKING GROUP COMMITTEE

LETTER OF UNDERSTANDING

**Len Elliott
OPS Lead Negotiator
Ontario Public Service Employees Union (OPSEU)
100 Lesmill Road
North York, Ontario
M3B 3P8**

Dear Len:

The Employer and OPSEU are committed to fostering a more inclusive, diverse, equitable, anti-racist, accessible, and respectful workplace free from discrimination and harassment.

Accordingly, the Parties' previously agreed to establish a joint working group committee to conduct a focused review of the OPSEU Unified collective agreement from a diversity lens, with an aim to identify systemic barriers that may exist and are unduly impacting employees who are Indigenous, Black, other racialized, LGBTQ+ and persons with disabilities.

The Parties acknowledge the importance of this committee and the work that has been completed to date. As a result, the Parties agree to continue this joint working group committee during the term of the collective agreement with the purpose of reviewing potential proposed reforms to the collective agreement, promoting anti-racism and inclusion principles, and to implement such changes as required.

Yours truly,

Steven MacKay
Director, Negotiations Branch
Employee Relations and Negotiations Division
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

[This letter forms part of the Collective Agreement]

[DATE OF RATIFICATION]

DEFERRAL TO THE JOINT DIVERSITY AND INCLUSION WORKING GROUP COMMITTEE

LETTER OF UNDERSTANDING

Len Elliott
OPS Lead Negotiator
Ontario Public Service Employees Union (OPSEU)
100 Lesmill Road
North York, Ontario
M3B 3P8

Dear Len:

RE: Deferral to the Diversity & Inclusion Joint Working Group Committee ("D&I Committee")

The Parties agreed to defer the following items that were brought forward during the 2021 round of collective bargaining to the D&I Committee for further discussions:

- Article 6 - Competition requirements on relative equality, post-interview debriefs and providing individual interview scoring and ranking
- Article 8 – Length of temporary assignments without posting
- Development of a hiring process document for OPSEU employees

The deferral of these items to the D&I Committee does not prevent either party from bringing them forward in any subsequent rounds of collective bargaining, in the event they are not achieved or implemented through the discussions at the D&I Committee during the term of the next Unified collective agreement.

This letter does not form part of the Collective Agreement.

Yours truly,

Steven MacKay
Director, Negotiations Branch
Employee Relations and Negotiations Division
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

29. New Appendices – Letters of Understanding – Health Care Spending Account and Administrative Changes

Add new letters of understanding as follows:

APPENDIX XX

[EFFECTIVE 90 DAYS FROM DATE OF RATIFICATION]
HEALTH CARE SPENDING ACCOUNT

LETTER OF UNDERSTANDING

Len Elliott
OPS Lead Negotiator
Ontario Public Service Employees Union (OPSEU)
100 Lesmill Road
North York, Ontario
M3B 3P8

Dear Len:

The Employer agrees to establish a Health Care Spending Account (HCSA) in the amount of \$300 annually for each eligible regular and seasonal employee in the OPSEU Unified Bargaining Unit enrolled in the Supplementary Health and Hospital (SH&H) and/or Dental plans, effective 90 days from date of ratification. For clarity, the HCSA is not an insured benefit and is not part of the SH&H plan and/or Dental plan. This amount is not taxable to employees. New employees are eligible for HCSA credit effective the first day of the month following the month in which the employee has completed two (2) months of continuous service.

The HCSA must be utilized for eligible medical expenses as defined in the *Income Tax Act*. Any remaining annual balance in the account shall carry over for a maximum of one calendar year. If the carry over balance is not used at the end of the carry over year, it is forfeited.

Coverage under the HCSA is applicable to the eligible employee and eligible dependents. This includes any dependent that the employee could claim as an eligible dependent under Canada Revenue Agency (“CRA”) guidelines. For clarity, the amount of \$300 annually is the total maximum amount available to the employee including dependents. Therefore, eligible medical expenses, incurred by the employee and/or the employee’s eligible dependents, if any, can be claimed through the employee’s account. All coverage under the HCSA will be cancelled effective as of the last day of the month in which employment terminates.

Yours truly,

Steven MacKay
Director, Negotiations Branch
Employee Relations and Negotiations Division

[This letter forms part of the Collective Agreement]

APPENDIX XX

[EFFECTIVE 90 DAYS FROM DATE OF RATIFICATION]
ADMINISTRATIVE CHANGES

LETTER OF UNDERSTANDING

Len Elliott
OPS Lead Negotiator
Ontario Public Service Employees Union (OPSEU)
100 Lesmill Road
North York, Ontario
M3B 3P8

Dear Len:

This letter will confirm the parties' agreement to implement the following administrative changes under the Insurance Carrier's insured benefits plan for OPSEU Unified Bargaining Unit-represented employees. Notwithstanding Articles 39 and 67 (Supplemental Health and Hospital Insurance) of the OPSEU Unified Bargaining Unit Collective Agreement, the parties agree to implement the following changes concerning the administration of insured benefits, effective 90 days from date of ratification:

- i. Implementation of a standard Prior Authorization program, which will be actively managed and updated by the Insurance Carrier, for specified eligible prescribed drugs covered under the drug plan. The program supports management of drug cost while continuing to provide access to medically necessary drug therapy that is appropriate for a patient's medical condition. Employees currently taking drugs on the prior authorization list will be "grand-parented" and the drugs they are currently receiving will not be affected by the expanded program.
- ii. Implementation of an Enhanced (Mandatory) Generic Substitution prescribed drug program. Reimbursement will be based on the lowest cost eligible generic drug product price, even if no substitution is prescribed by a physician. If a patient cannot tolerate the generic drug, or it is therapeutically ineffective, medical evidence can be submitted to support why the brand-drug is being prescribed.
- iii. Establishment of a Dispensing Fee Cap for prescription drugs of \$11.99 per prescription.
- iv. Implementation of an Annual Dispensing Fee Frequency Cap of five (5) times a calendar year in relation to eligible prescribed maintenance drugs that can be reasonably dispensed over a longer term.
- v. Implementation of Manulife's DrugWatch program to closely monitor and analyze the effectiveness and value of certain new drugs in comparison to existing drugs that target similar conditions or newly approved uses for existing drugs. Before a targeted drug can be approved for coverage under the Insurance Carrier's drug plans, it must undergo this review process.
- vi. Implementation of a Specialty Drug Care program on a mandatory basis which provides the support of a nurse case manager for individuals taking medications to treat complex, chronic or life-threatening conditions. In partnership with the Insurance Carrier's provider, the program also enables access to preferred pricing for specialty drugs.

- vii. **Application of reasonable and customary prescription drug adjudication practice to claims for injectable Vitamin B6/B12 expenses. Coverage will be limited to injectable Vitamin B6/B12 expenses incurred in relation to treatment considered reasonable and customary for a patient's medical condition.**

Yours truly,

Steven MacKay
Director, Negotiations Branch
Employee Relations and Negotiations Division
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

[This letter forms part of the Collective Agreement]

30. Shift Premiums

Amend Article UN 6 as follows:

ARTICLE UN 6 – SHIFT PREMIUMS
(FXT, SE, FPT, RPT)

UN 6.1 ~~Effective on May 5, 2002, an employee shall receive a shift premium of seventy eight cents (78¢) per hour for all hours worked between 5:00 p.m. and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the premium shall be paid for all hours worked.~~

~~Effective February 26, 2009, an employee shall receive a shift premium of eighty eight cents (\$0.88) per hour for all hours worked between 5:00 p.m. and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the premium shall be paid for all hours worked.~~

Effective January 1, 2011, an employee shall receive a shift premium of ninety-eight cents per hour (\$0.98) for all hours worked between 5:00 p.m. and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the premium shall be paid for all hours worked.

Effective January 1, 2023, an employee shall receive a shift premium of one dollar and twenty-three cents per hour (\$1.23) for all hours worked between 5:00 p.m. and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the premium shall be paid for all hours worked.

Effective January 1, 2024, an employee shall receive a shift premium of one dollar and forty-three cents per hour (\$1.43) for all hours worked between 5:00 p.m. and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the premium shall be paid for all hours worked.

...

31. On-Call

Amend Article UN 11 as follows:

ARTICLE UN 11 – ON-CALL DUTY
(FXT, SE, FPT, RPT)

...

UN 11.7 ~~Effective February 26, 2009, where an employee is required to be on-call, he or she shall receive one dollar and twenty five cents (\$1.25) per hour for all hours that he or she is required to be on-call.~~

Effective, January 1, 2011, where an employee is required to be on-call, ~~he or she~~ **the Employee** shall receive one dollar and forty cents (\$1.40) per hour for all hours that ~~he or she~~ **the Employee** is required to be on-call.

Effective, January 1, 2022, where an Employee is required to be on-call, the Employee shall receive one dollar and ninety-five cents (\$1.95) per hour for all hours that the Employee is required to be on-call.

32. Salary

Amend Article UN 16 as follows:

ARTICLE UN 16 – SALARY

UN 16.1 All salary rates to be increased across the board as follows:

~~July 1, 2017 – 1.5%~~
~~January 1, 2019 – 1%~~
~~July 1, 2019 – 1%~~
~~January 1, 2020 – 1%~~
~~July 1, 2020 – 1%~~
~~January 1, 2021 – 1%~~
~~July 1, 2021 – 1%~~

January 1, 2022 – 1%
January 1, 2023 – 1%
January 1, 2024 – 1%

The salary rates in effect are contained in the Salary Schedule attached.

...

33. Term of the Agreement

Amend Article UN 17 (previously Article 80) as follows:

ARTICLE UN 17 – TERM OF AGREEMENT

UN 17.1 This Agreement covers the period from January 1, ~~2018~~**2022**, until December 31, ~~2021~~**2024**. The effective date of any changes to the term of this ~~Central Unified~~ **Central Unified** Collective Agreement from the previous ~~Central Unified~~ Collective Agreement, unless otherwise indicated, shall be ~~January 24, 2018~~ **[insert date of ratification]**. This ~~Central Unified~~ **Central Unified** Collective Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party serves notice on the other in writing that it wishes to bargain for a new Collective Agreement in accordance with the *Labour Relations Act, 1995*, and the *Crown Employees Collective Bargaining Act, 1993*.

34. Custodial Responsibility Allowance

Delete Appendix UN2 – Custodial Responsibility Allowance

35. Compressed Work Week Arrangements

Amend Appendix UN5 as follows:

APPENDIX UN 5

Applicable to the IHC Classification Group

COMPRESSED WORK WEEK ARRANGEMENTS
ARTICLE 10.1 ~~CENTRAL~~ COLLECTIVE AGREEMENT
Revised May 5, 2002

36. Salary Progression Freeze

Delete Appendix UN8 – Salary Progression Freeze

37. General Notes and Allowances

Amend General Notes and Allowances as follows:

GENERAL NOTES AND ALLOWANCES

UNIFIED BARGAINING UNIT

...

G 24 — ~~An employee occupying a position classified in the Nurse General class series, employed at the Oak Ridge Division of the Penetanguishene Mental Health Centre and who has patient contact, shall be permitted to progress two (2) rates beyond the maximum for the established salary range. The rates beyond the normal~~

~~maximum rate to which an employee who is in receipt of this note may progress are contained in parentheses.~~

...

38. Updated List of Appendices

Renew the following appendices:

- Appendix 1 – Data File on Union Dues
- Appendix 3 – Use of Privately Owned Automobiles
- Appendix 4 – Joint Insurance Benefits Review Committee
- Appendix 5 – Release of Information – Insured Benefits Appeal
- Appendix 6 – Same Sex Spouses
- Appendix 7 – Classification System Subcommittees
- Appendix 8 – Letter of Understanding – Article 22.12 and Appendix 7
- Appendix 9 – Employment Stability
- Appendix 11 – OPSEU Pension Plan
- Appendix 13 – Relocation of an Operation Beyond a 40 Kilometre Radius
- Appendix 14 – Successor Rights
- Appendix 15 – Letter of Understanding – Fixed-Term Employees
- Appendix 18 – Memorandum of Settlement – Transfer to New Employer
- Appendix 20 – Letter of Understanding – Certain Pension Issues
- Appendix 21 – Memorandum of Agreement – Enhanced Recruitment Initiative Programme
- Appendix 23 – Letter of Understanding – Innovation Fund
- Appendix 25 – Letter of Understanding – Conversion of Part-time Fixed-Term Employees
- Appendix 26 – Letter of Understanding – Fixed-Term Employees – Salaries
- Appendix 29 – Letter of Understanding MERC
- Appendix 31 – Letter of Understanding Articling Students
- Appendix 32 – Letter of Understanding Court Support Services
- Appendix 34 – Letter of Understanding Classification System
- Appendix 37 – Pay Equity Adjustments
- Appendix 38 – Information and Information Technology
- Appendix 40 – Employment Stability
- Appendix 43 – Internationally Trained Professionals Program
- Appendix 44 – Learn and Work Program
- Appendix 48 – Letter of Understanding – Scope
- Appendix 49 – Letter of Understanding – Seasonal Seniority Lists
- Appendix 51 – Quality of Public Services
- Appendix 52 – Letter of Understanding – Technological Change
- Appendix 53 – Memorandum of Agreement – CERC File Review
- Appendix 54 – Letter of Understanding – Pay Adjustments for Minimum Wage Increases
- Appendix 55 – Letter of Understanding – Mandatory Rehabilitation
- Appendix 56 – Letter of Understanding – Appendix 42.3

- Appendix 57 – Letter of Understanding – Reporting of Deficit Hours
- Appendix 63 – Letter of Understanding – Administrative Changes to Insured Benefit Plan

39. Letter of Understanding – AODA Compliance

Accessible Collective Agreement

Letter of Understanding

Between

The Crown in Right of Ontario (Management Board of Cabinet) “the Employer”

and

The Ontario Public Service Employees Union “the Union”

In the Matter of:

In recognition of the importance of promoting greater diversity and inclusion in the OPS, the parties agree that they will endeavour to make the OPSEU Unified collective agreement accessible during the collective agreement editing process in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005*.

This letter does not form part of the Collective Agreement.

Agreed to by the parties on this 21st day of December, 2021.

40. Letter of Understanding – Gender Inclusivity

Gender-Neutral Collective Agreement

Letter of Understanding

Between

The Crown in Right of Ontario (Management Board of Cabinet) “the Employer”

and

The Ontario Public Service Employees Union “the Union”

In the Matter of:

In recognition of the importance of promoting greater diversity and inclusion in the OPS, the parties agree that they will endeavour to make the OPSEU Unified collective agreement language gender-neutral during the collective agreement editing process.

This letter does not form part of the Collective Agreement.

Agreed to by the parties on this 21st day of December, 2021.

41. Letter of Understanding – Surveillance in the Workplace

Surveillance in the Workplace

Letter of Understanding

Between

The Crown in Right of Ontario (Management Board of Cabinet) “the Employer”

and

The Ontario Public Service Employees Union “the Union”

In the Matter of:

In recognition of the concerns regarding the use of video and audio recordings in the workplace raised by OPSEU, the Parties agree to discuss this item further at CERC. The Parties’ review will include, but is not limited to, the purpose of video and audio recordings in ministry workplaces and other issues that impact the use of video and audio recordings.

This letter does not form part of the Collective Agreement.

Agreed to by the parties on this 21st day of December, 2021.

For the Employer

For OPSEU

42. Letter of Understanding – Information to New Employees

Virtual Bulletin Board(s)

Letter of Understanding

Between

The Crown in Right of Ontario (Management Board of Cabinet) “the Employer”

and

The Ontario Public Service Employees Union “the Union”

In the Matter of:

In recognition of the evolving modern and flexible work environment and the importance of ongoing communication with employees, the Parties agree to explore the feasibility of creating virtual bulletin board(s) to allow OPSEU to post appropriate communication to its members.

This letter does not form part of the Collective Agreement.

Agreed to by the parties on this 21st day of December, 2021.

For the Employer

For OPSEU

43. Letter of Understanding – Ratification of New Collective Agreement

[DATE OF RATIFICATION]

RATIFICATION OF THE NEW COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

Len Elliott
OPS Lead Negotiator
Ontario Public Service Employees Union (OPSEU)
100 Lesmill Road
North York, Ontario
M3B 3P8

Dear Len:

Given the current pandemic and guidance from the Chief Medical Officer of Health and public health officials, OPSEU may utilize the Employer’s email to contact employees regarding the schedule, location and process for the ratification of the new OPSEU Unified collective agreement. For clarity, neither OPSEU nor any employees may use the Employer’s email for any other OPSEU business.

This arrangement is without prejudice to the Employer’s position on the appropriate use of its email system. This will only apply to the 2021 round of collective bargaining in order to facilitate the ratification process.

Yours truly,

Steven MacKay
Director, Negotiations Branch
Employee Relations and Negotiations Division
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

[This letter does not form part of the Collective Agreement]

44. Letter of Understanding – Wage Re-Opener

Wage Re-Opener

Letter of Understanding

Between

The Crown in Right of Ontario (Management Board of Cabinet) “the Employer”

and

The Ontario Public Service Employees Union “the Union”

In the Matter of:

During the round of negotiations the parties agreed that should Bill 124 - *Protecting a Sustainable Public Sector for Future Generations Act, 2019* be found unconstitutional by a court of competent jurisdiction or the legislation is either repealed or amended in such a way as to shorten the moderation period or

increase the one (1) percent restraint measures prior to the expiry of the Collective Agreement; the parties shall meet within sixty (60) days of the decision to negotiate a remedy, if any, for bargaining unit employees impacted by the legislative restraints. Further, the parties agree to invite Gerry Lee, Mediator to assist the parties.

This letter does not form part of the Collective Agreement.

Agreed to by the parties on this 21st day of December, 2021.