

MEMORANDUM OF AGREEMENT

Between

ONTARIO PUBLIC SERVICE EMPLOYEES UNION/
SEFPO
(the "Union")
Unified OPS Collective Agreement

-and

THE CROWN IN RIGHT OF ONTARIO
As represented by Ministry of the Attorney General (MAG)
(the "Employer")

WHEREAS the Parties are supportive of the increased use of regular ("permanent") full-time Court and Client Representative (OAD10) positions in the Ministry of the Attorney General (MAG), Court Services Division (CSD);

AND WHEREAS the Parties are committed to providing opportunities for current CSD employees while attracting suitable candidates for Court and Client Representative (OAD10) positions;

NOW THEREFORE the Parties agree to the following terms on an interim basis and without prejudice and precedent to any other matters:

Posting and Filling of Regular Full-Time Court and Client Representative Positions (OAD10)

- 1) Effective February 21, 2023, until the expiry of this Agreement, the posting and filling of the regular, full-time positions listed below (referred to collectively as "CCR positions") will be conducted in accordance with this Agreement:
 - a) Court and Client Representative
 - b) Court and Client Representative (DES)
 - c) Court and Client Representative - Records Management Coordinator, and
 - d) Court and Client Representative - Records Management Coordinator (DES).

- 2) As part of the posting and/or filling of a regular, full-time CCR position, consideration will continue to be given to employees who may have priority for assignment to the position in accordance with Article 6.6.2 of the OPSEU/SEFPO OPS Unified Collective Agreement.

- 3) Except as set out in paragraph 6, job postings for regular, full-time CCR positions will include restrictions that limit eligible applicants to CSD employees currently working or living within 125 kilometres of the work location of the position(s) being posted. In accordance with Article 6.1.3, an 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.

Important Note: The job posting will include direction to applicants to identify in the first paragraph of their cover letter their position and work location within CSD.

- 4) The successful candidate(s) of the competition(s) shall be the current CSD employee(s) who has met the benchmark set for the competition and has demonstrated the best qualifications and ability to perform the advertised position. Where qualifications and ability are relatively equal, seniority shall be the deciding factor.
- 5) The Parties agree that, in determining relative equality, seniority will be determined as follows:
 - a. for regular employees (full-time, regular part-time, flexible part-time), the continuous service date of the candidate as set out in the Workplace Information Network (WIN) as of the closing date of the job posting; or
 - b. for fixed term employees, service calculated in accordance with Article 31A.17.1 of the OPSEU/SEFPO Unified OPS Collective Agreement.
- 6) Where a hiring manager has reason to believe that the posting restrictions set out in paragraph 3 will not result in an adequate number of qualified applicants for the position(s) being posted, the position(s) may be posted without one or more of the above restrictions. When this occurs, initial consideration will be given to CSD employees who meet the criteria for a successful candidate as set out in paragraph 4. If, following the consideration of CSD employees, there are remaining or future vacancies to be filled from the competition, consideration of other non-CSD OPS applicants to the competition may occur provided that these applicants have met the criteria for a successful candidate.

Hiring of Candidates from a Previous Competition

- 7) The Parties agree that the Employer may hire candidates who have previously met the benchmark for a competition for a regular, full-time CCR position in accordance with the provisions of Article 6.1.2 of the OPSEU/SEFPO OPS Unified Collective Agreement if:

- a) the competition was carried out in accordance with the provisions of this Agreement; or
 - b) the competition was posted on or after February 21, 2023.
- 8) The Employer's obligation to share an eligibility list of qualified candidates for a regular full-time CCR competition in accordance with the Local Union President as set out in Article 6.1.2.2 of the OPSEU/SEFPO OPS Unified Collective Agreement will be adhered to.
- 9) The Parties agree that, when the Employer hires candidates from a previous competition, initial consideration will be given to CSD employees as set out in paragraph 4.

Resolution of Disputes

- 10) The Parties agree that, in the event of any disputes regarding a competition conducted in accordance with this Agreement, an expedited dispute resolution process will be utilized as follows:
- a) A Courts Staffing Resolution Committee will be created with equal representation from the Employer and OPSEU/SEFPO (i.e., up to three (3) representatives from each side).
 - b) an employee who believes that a competition that they have participated in has been carried out in violation of Article 6 of the Collective Agreement or of the terms of this Agreement may file a grievance in accordance with Article 22.2 of the OPSEU/SEFPO Unified Collective Agreement;
 - c) in lieu of a Formal Resolution Stage meeting, the members of the Courts Staffing Resolution Committee will review the grievance and the information related to the competition being grieved within thirty (30) days of receipt of the grievance;
 - d) following the Committee's review, the members of the Committee will endeavour to make a joint recommendation, in writing, to the Employer and the Union to resolve the dispute within thirty (30) days of its review;
 - e) failing the Committee's ability to make a joint recommendation or where a recommendation does not result in resolution of the grievance, the grievor may apply, through the Union, to the Grievance Settlement Board for a hearing as set out in Article 22.6.1;

f) notwithstanding that the time limits set out in Article 22.3 of the OPSEU/SEFPO Unified Collective Agreement may not be met, the Employer agrees that it will not raise an objection with regard to the late referral of a grievance to arbitration if the grievance has properly been referred to and addressed by the Courts Staffing Resolution Committee.

11) The terms of this Agreement will expire on September 21, 2023, unless extended by mutual agreement of the parties.

12) The Parties agree that the above provisions do not constitute a violation of the OPS Unified Collective Agreement and, in the event of a conflict between the provisions of the OPS Unified Collective Agreement and this Agreement, the terms of this Agreement shall succeed.

Signed at Toronto this 10th day of February 2023.

For The Ontario Public Service Employees Union

For the Ministry of the Attorney General



Loretta Clark, MERC Co-Chair



Beverly Leonard, ADAG Court Services Division



Glenna Caldwell, OPSEU/SEFPO Negotiator



Samantha Poisson, ADAG Recovery Division