

**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 -

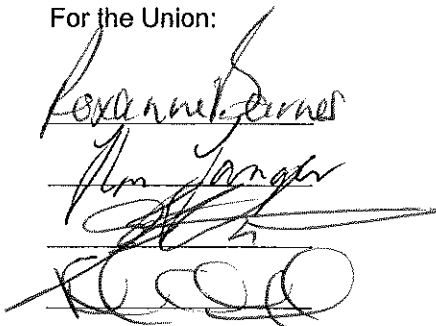
**Ontario Public Service Employees' Union**

("the Union")

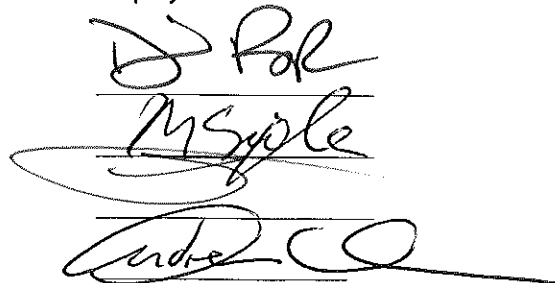
1. The parties agree, subject to ratification by both parties, to the terms and conditions of the Unified Collective Agreement as amended by the following agreed to items. Ratification by both parties shall be deemed to have occurred on the latest date on which ratification occurs by the employees in the bargaining unit and by Cabinet. The ratification process will be completed by both parties on or before January 31<sup>st</sup>, 2013, 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 31<sup>st</sup> day of December 2014.
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 All issues in dispute are hereby withdrawn

Dated at Toronto, this 9th day of January 2013.

For the Union:



For the Employer:



Paul Jay

Tommy Lane  
Len Elliott

Cody J.  
Dustin Nguyen

Steve Brown

Tom  
Sam Layman

Matt Boyd  
H. White

Michael J.  
Barry Kahn

Dea  
R. Hamilton

**1. TERM**

Amend Article UN 17 as follows:

**ARTICLE UN 17 – TERM OF AGREEMENT**

UN 17.1 This agreement covers the period from January 1, 2009~~13~~, until December 31, 2012~~4~~. The effective date of any changes to the terms of this Agreement from the previous Agreement, unless otherwise indicated, shall be ~~February 26, 2009~~(insert date of ratification). This Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party serves notice to 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*.

**2. SHIFT SCHEDULES**

Amend Article UN 5 as follows:

**ARTICLE UN 5 - SHIFT SCHEDULES  
(RPT)**

UN 5.1 Shift schedules shall be posted not less than fifteen (15) days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee ~~one hundred and twenty (120)~~ ninety-six (96) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified ~~one hundred and twenty (120)~~ ninety-six (96) hours in advance he or she shall be paid time and one half (1½) for the first eight (8) hours worked on the changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the ministry's control.

**3. SALARY**

Amend Article UN 16 as follows:

**ARTICLE UN 16 – SALARY**

UN 16.1–(a)—All wages rates to be increased across the board as follows:

January 1, 2009—	1.75%
January 1, 2010—	2.0%
January 1, 2011—	2.0%
January 1, 2012—	2.0%

The above increases are to be compounded.

(b)—Effective January 1, 2013, the salary rates in effect on December 31, 2012, shall remain in effect, and The salary rates for all classifications are contained in the Salary Schedule attached.

UN 16.2—Effective January 1, 2009, the amounts provided for under Article 16.2 of the former collective agreement shall be converted to an additional step in the grid for the classifications contained in the Salary Schedule attached.

**IMPLEMENTATION**

UN 16.32 The parties agree to co-operate to facilitate the expeditious implementation of this Agreement.

4. **IMPLEMENTATION OF NEW WAGE STRUCTURES**

- Start rate at 3% below current grid – permanent

5. **APPENDICES:**

Renew the following appendices:

- Appendix UN 1 – Schedule A – Averaging Hours of Work
- Appendix UN 2 – Custodial Responsibility Allowance
- Appendix UN 5 – Compressed Work Week Arrangements Applicable to the IHC Classification group (Article 10.1 Central Collective Agreement)
- Appendix UN 6 – Addendum for the Institutional and Health Care Classification Group