

MINISTRY OF ADVANCED EDUCATION AND SKILLS DEVELOPMENT

Ministry Employee Relations Committee (MERC)

Agreement made this _____ day of _____, 2016.

**TERMS OF REFERENCE
MEMORANDUM OF AGREEMENT**

BETWEEN

**THE MINISTRY OF ADVANCED EDUCATION AND SKILLS DEVELOPMENT
("The Ministry")**

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
("OPSEU" or "The Union")**

Article 1 – Introduction and Statement of Principles

- 1.1 MAESD and OPSEU share a common interest in achieving excellence in the services provided to clients within and outside the Ministry. The parties agree that employees are the Ministry's most valuable resource, and that the Ministry's success in achieving its goals depends on the effective utilization of employees' skills, knowledge and ideas.
- 1.2 The Ministry recognizes that the Union's role is to represent the interests of its members. The Union recognizes that the Ministry's role is to manage in the best interests of the Ministry.
- 1.3 The Ministry and the Union are committed to working together in an environment of open communication, flexibility and mutual respect.

Article 2 – Mandate

- 2.1 The purposes of the Employee Relations Committees (ERCs) are
- (a) to provide a forum for discussion, negotiation and efficient resolution of issues and concerns with respect to employees in the bargaining unit at the local, regional and ministry level: and
 - (b) to foster employee and Union participation in the business of the Ministry, through a consultative process.

2.2 The mutual objectives of the parties are:

- (a) to strive to maintain satisfactory working conditions and terms of employment for all employees covered by this agreement;
- (b) to improve and maintain effective communication between the parties;
- (c) to promote constructive and harmonious relations and a climate of mutual respect, trust and integrity;
- (d) to encourage the resolution of issues at the front line managerial level prior to the use of the grievance process; and
- (e) to encourage the resolution of complaints at Step One and grievances at Step two of the grievance procedure, whenever and wherever possible.

Article 3 – UNIT COVERED

- 3.1** This Memorandum of Agreement covers all employees in the Ministry of Advanced Education and Skills Development who are in the OPSEU "Bargaining Unit" as defined in Article 1 – Recognition, of the Collective Agreement with respect to the Central and Unified Working Conditions, Employee Benefits and Salaries between Management Board of Cabinet and the Ontario Public Service Employees Union. (Hereinafter called "The Collective Agreements") This Memorandum of Agreement cancels and replaces the previous agreement establishing ERCs within The Ministry of Training, Colleges and Universities.

Article 4 - AUTHORITY

- 4.1** The authority for this agreement is derived from Article 16, (Local and Ministry Negotiations) of the Central Collective Agreement.
- 4.2** Where the parties reach an agreement on any matter of continuing significance at the Employee Relations Committee, such accord may be reduced to writing in a Minute of Understanding.

Article 5 – Definitions

- 5.1** "Working days" – In this Memorandum of agreement, "working days" means all days except Saturdays, Sundays and designated holidays.

Article 6 – MINISTRY EMPLOYEE RELATIONS COMMITTEES (MERC)

- 6.1** The Deputy Minister will nominate one (1) official of the Ministry to represent the Ministry and that official may nominate no more than (4) others to assist him/her. No more than four (4) members of the Union in the Ministry, determined by the Union, plus a staff representative of the Union, will represent the employees.
- 6.2** Notwithstanding 6.1 above, either party may invite one or more persons to provide expertise and advice on specific items or as an observer or

trainee, provided prior agreement of the other party is secured. Such requests shall not be unreasonably denied. If the above persons are Ministry employees, they shall be released from duty without loss of pay or attendance credits for the purpose of attending meetings, unless such leave unduly interferes with the operating requirements of the employer.

- 6.3 Per Article 16 (Local and Ministry Negotiations) of the collective agreement, the MERC shall be co-chaired by a member of the Ministry's senior management group.
- 6.4 The Committee shall have Co-Chairs, one from Management and one from the Union who will ensure the following:
- * Schedule Meetings*
 - * Develop an Agenda*
 - * Ensure that minutes are prepared by the Ministry and released in a timely fashion*
 - * Alternate as chairs of a meeting. It shall be the responsibility of the Chair to ensure that discussion proceed in a manner that allows full discussion of the views of the members in an atmosphere of dignity and respect.*
- 6.5 MERC meetings shall be scheduled six (6) months in advance with due consideration of the requirements of all team members' work schedules. Meetings of the Employee Relations Committee shall be held not more frequently than once every two months at the request of either party.
- 6.6 However, either party to the agreement may formally request a special MERC meeting and, provided both parties concur, the meeting shall be convened within ten (10) working days of the formal request at a time and date agreeable to both parties.
- 6.7 Agenda items shall be submitted at least ten (10) working days in advance of each meeting, with sufficient detail to permit effective preparation for the meeting. An agenda as developed by the co-chairs shall be circulated to all MERC members at least three (3) workings days in advance of the meeting.
- 6.8 Items may be added to the agenda at the meeting itself but only for the purpose of being scheduled for discussion at a subsequent meeting, unless otherwise agreed to by the parties.
- 6.9 An agenda at the Ministry level or ministry-wide in scope may include, at the request of either party, suitable items that have not or cannot be resolved at the local level, provided every reasonable effort has been made to first seek a solution at the local level. Failing resolution at the

Ministry level, unresolved items may be referred to the appropriate Central ERC pursuant to Article 16.4 of the Collective Agreement.

- 6.10 The committee will establish a timeframe within which to respond to an agenda issue discussed at a meeting. In determining a timeframe the parties shall consider the complexity of the issue and allow sufficient time to investigate and respond. In the event that the parties cannot determine a timeframe, a response must be given within thirty (30) working days from the date of the meeting at which the issue was discussed.
- 6.11 Both parties agree to provide the MERC with mutually agreed upon resources and support necessary to ensure that the Committee's purpose and function, including consultation and communication with employees where required, can be satisfactorily accomplished.
- 6.12 When a subcommittee is created by mutual agreement, the subcommittee will be subject to the same terms as the MERC.

Article 7 – LOCAL/REGIONAL EMPLOYEE RELATIONS COMMITTEE (LERC/RERC)

- 7.1 The parties agree that the Local Employee Relations Committees (LERCs) and Regional Employee Relations Committees (RERCs) make a valuable contribution to effective employee/employer relations. Every reasonable effort will be made by both parties to facilitate representation of all bargaining unit employees at local or regional employee relations committees. RERCs can be implemented on an interim basis until the time when a LERC can be formed.
- 7.2 RERCs are not a required element of the ERC structure in the Ministry, but may be established where there is mutual agreement at the respective worksites and at MERC.
- 7.3 Membership of LERCs/RERCs
 - 7.3.1 The size of the local and regional committees shall be determined by mutual agreement, at the local level for LERCs and at the regional level for RERCs.
 - 7.3.2 As a general guideline, committees should reflect the size of the bargaining unit population in the work unit(s) represented by the committee. Examples of committee sizes are provided below; however, the size of any LERC or RERC may be increased or decreased, by mutual agreement.
 - (a) LERCs at single sites representing bargaining unit employees would normally consist of up to three (3) appointees of the local and/or regional management, and up to three (3) bargaining unit employees from the work unit(s) represented by the committee.

(b) RERCs representing multiple sites or large institutions or other large organizations, would normally consist of up to five (5) appointees of the local management and up to five (5) bargaining unit employees from various work units represented by the committee.

- 7.3.3 In addition, a human resources representative and a staff representative of the union may attend any meetings of the LERCs and RERCs, and may be designated as members of the committee by the respective parties. The absence of the human resource representative or the Union staff representative shall not be a reason for the cancellation of the meeting. Either party may invite one or more guests to LERC and RERC meetings, to provide expertise and advice on specific items, or as observers or trainees, provided agreement of the other side is obtained in advance. Agreement by either party will not be unreasonably denied. If the above persons are ministry employees, they shall be released from duty without loss of pay or attendance credits for the purpose of attending meetings, unless such leave unduly interferes with the operating requirements of the employer.
- 7.3.4 For each committee, the method of selection of the employee representatives shall be the prerogative of the Union.
- 7.3.5 Upon the establishment of a LERC, the parties at the local level will determine the frequency of the meetings as well as the amount of travel and caucus time. Once determined, the LERC agreement will set out the agreed upon terms concerning meeting frequency, travel, caucus time etc. Any disputes concerning this clause will be referred to the MERC.
- 7.4 The committee shall refer to the MERC items that have been discussed at this level but remain unresolved.

Article 8 – MINUTES OF ERC MEETINGS (LERC and MERC)

- 8.1 Minutes of the ERC meetings shall be prepared by the Ministry. The Employee Relations Committees will endeavour to produce live minutes of the meetings. Should the committee be unable to produce live minutes, the draft minutes will be prepared and circulated to the members of the committee within ten (10) working days from the date of the meeting. The minutes will accurately describe those matters discussed and/or decided and approved by the committee. Where a matter has been deferred, the minutes shall show which party is responsible for follow-up. These minutes shall be signed by the Co-Chairs who will finalize and authorize them for distribution. The signed minutes will be posted on the Ministry's intranet and on the Union's website
- 8.2 Where an issue has been raised at the table and subsequently resolved informally by the parties between formal meetings, the resolution shall be reflected in the minutes of a subsequent ERC meeting.

- 8.3 Copies of LERC and RERC minutes shall be sent by the management Co-Chair to the two Co-Chairs of MERC. Other provisions for posting and/or distribution of LERC and RERC minutes shall be agreed by the respective co-chairs.
- 8.4 Minutes are not subject to the grievance procedure under the Collective Agreement.

Article 9 – TIME OFF WORK TO ATTEND ERC MEETINGS

9.1 Ministry employees who are Union members of MERC shall be released from duty without loss of pay or attendance credits for the purpose of attending meetings, unless such leave unduly interferes with the operating requirements of the employer. Union employee members on scheduled days off shall be given equivalent lieu time or assigned to non-shift hours of work without premium or penalty. Article UN 5.1 (Shift Schedules) of the applicable bargaining unit collective agreements shall not apply.

9.2 Leave of absence without loss of pay or credits shall be granted for the day prior to scheduled meetings for the purpose of reasonable travel and caucus time for Union employee members. Notwithstanding the foregoing, where any one or more of the Union employee members requires additional travel time, the Ministry shall not unreasonably deny the travel time.

9.3 Travel and other expenses incurred as a result of leaves provided for in paragraphs 9.1 and 9.2 above shall be borne by the Union.

Article 10 – GENERAL

10.1 This Memorandum of Agreement and any Minutes of Understanding as referenced in Article 2.2 of this Agreement shall be given effect by the signature of responsible individuals of both parties, but no agreement shall be binding upon the Union without approval by the President of the Ontario Public Services Union or his/her designee and no agreement shall be binding on the Ministry without the approval by the Deputy Minister or his/her designee.

10.2 All agreements and understanding negotiated and approved in accordance with Article 10.1 of this agreement are subject to the grievance procedure of the Working Conditions Agreement.

Article 11 – Time Off Special

- 11.1 Leave of absence with pay, but with no loss of credits shall be granted to the Union MERC members to attend the caucus for their Union Divisional meeting to which these elected members are accountable.
- 11.2 Leave of absence with pay, and no loss of credits, shall be granted to permit the attendance of the Union MERC Co-Chair or their designee at the All Chairs meeting.

Article 12 – DISPUTE RESOLUTION

- 12.1 After all reasonable efforts to resolve a matter at MERC, either party may refer unresolved matters to either the Deputy Minister or the Central Employee Relations Committee (CERC), as provided in Article 16 (Local and Ministry Negotiations) of the central collective agreement. The party referring the matter shall concurrently notify the other MERC Co-Chair of the referral.
- 12.2 The Ministry, in recognition of its commitment to positive employee relations with staff, agrees to provide prompt, efficient and fair internal resolution of all unresolved concerns and complaints brought to its attention.

Article 13 – TERM OF AGREEMENT

- 13.1 The term of this agreement shall be one (1) year from the date of signing and it shall be renewed automatically thereafter for periods of one (1) year unless either party gives notice of its desire to renegotiate the terms of the agreement at least two (2) months prior to the end of any one (1) year term. It is further understood that the current Agreement will remain in force and effect until a new agreement is entered into.
- 13.2 Either party can terminate this agreement and follow the generic agreement in **Appendix 29** of the Central Collective Agreement with sixty days (60) written notice to the other party.
- 13.3 This Memorandum of Agreement supersedes the Memorandum of Agreement dated July 8, 2002 between the Ministry of Training, Colleges and Universities and the Ontario Public Service Employees Union.

FOR the UNION

FOR the EMPLOYER

M Riccaroli
Mickey Riccaroli
NAME

Dec 13/16
DATE

Shelley Unterlander
Shelley Unterlander
NAME

Dec. 13, 2016
DATE

S Ambrose
SOPHIA AMBROSE
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Helen Cranley
NAME

Dec 13, 2016
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B Beeston
Brenton Beeston
NAME

Dec 13/16
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