

Memorandum of Agreement

Between: The Ministry of Transportation

And: The Ontario Public Service Employees Union
(and its Local 506)

This Compressed Work Week Agreement is made in accordance with Article 16 (Local and Ministry Negotiations) of the Central Working Conditions and Employee Benefits Agreement and Article ADM2 (Hours of Work) of the Bargaining Unit Working Conditions and Employee Benefits Agreement, between the Ontario Public Service Employees Union and the Crown in Right of Ontario, represented by Management Board of Cabinet.

Unless otherwise specified in the Agreement, all Articles of the Central and Bargaining Unit Working Conditions and Employee Benefits Agreement apply to Employees covered by this Agreement.

Article 1 - Work Unit and Employees Covered

- 1.1 The Bowmanville Truck Inspection Station, Westbound Highway 401, Town of Bowmanville and the Employees while working there who have signed Schedule 1 attached.

Article 2 - Hours of Work

- 2.1 The regular work week shall be 36.25 hours per week based on two 12 hour and one 12.25 hour day and may be varied as per Schedule 2 to accommodate a five week rotation.
- 2.2 Article ADM5.2 of the Bargaining Unit Working Conditions and Employee Benefits Agreement shall not apply to employees covered by this compressed work week agreement while working at Bowmanville Truck Inspection Station.

Article 3 – Overtime

3.1 Authorized periods of work in excess of the regular working periods specified in Article 2.1 or on a scheduled day(s) off will be compensated for in accordance with Article ADM8 (Overtime) of the Bargaining Unit Working Conditions and Employee Benefits Agreement.

Article 4 – Holiday Payment

4.1 In addition to the entitlement of hours specified in ADM 13.2 and ADM 13.4 Bargaining Unit Working Conditions and Employee Benefits and employee will be entitled to additional hours to equal the hours specified in Article 2.1 of this Agreement.

Article 5 – Short Term Sickness Plan and Vacation Credits

5.1 Short Term Sickness – Employees shall be entitled to full pay for the first 43.5 hours of absence due to sickness or injury and seventy-five percent (75%) for the next 899 hours of absence due to sickness or injury. Employees may exercise their option under Article 44.6 (Short Term Sickness Plan) of the Central Working Conditions and Employee Benefits Agreement by deducting one quarter (.25) of an accumulated credit for each seven and a quarter (7.25) hours of absence.

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

The length of the work day divided by the base hours of 7.25 hours times 1 credit equals the number of credits deducted. (Example: $12.0 \text{ hr} / 7.25 \times 1 = 1.655$ credit deducted).

Partial day's absence will be prorated on the same formula (Example: $5.0 \text{ hr} / 7.25 \times 1 = .689$ credits deducted).

Article 6 - Workers' Compensation

6.1 For the purposes of Article 41.2 (Workers' Compensation) of the Central Working Conditions and Employee Benefits Agreement "sixty-five (65) working days "shall be deemed to be 471.25 hours.

Article 7 – Training Assignments

7.1 When an employee covered by the Compressed Work Week Agreement attends a training program, the Employer may change the employee's scheduled hours of work to the greater of:

- (1) 7.25 hours per day.
- (2) The actual number of hours spent receiving training for each day that the employee participates in a training program.

7.2.1 Where the change prescribed in Article 7.1 results in fewer or more hours that the employee had 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 by the employer, as follows:

- (i) the employee shall be required to work a corresponding number of hours to make up for any deficit or
- (ii) 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 Article 7.2.1. (ii).

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

Article 8 – Special and Compassionate and Bereavement Leave

8.1 Such Leaves are not to be prorated.

Article 9 – Term

9.1 This Agreement shall commence effective March 15, 1999 and be a 6 month trial.

9.2 Either party may, on written notice of sixty (60) days to the other, terminated this Agreement.

Dated This 15 Day of April, 1999

For the Ontario Public Service
Employees Union

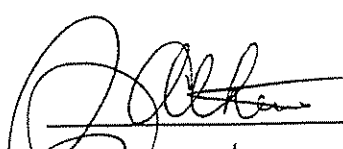
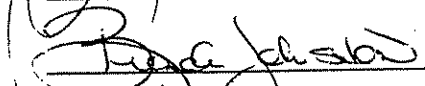
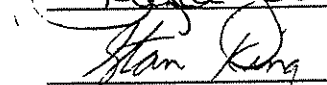
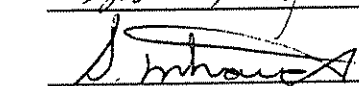
For the Ministry of Transportation

Ju Beau-Auzias
for Local 506

_____ for O.P.S.E.U.

Schedule 1

Employees covered while working at Bowmanville T.I.S.

Name	Signature	Date
Sue Atherton		<u>Mar. 22/99</u>
Brenda Johnston		<u>Mar 22/99</u>
Stan King		<u>March 22/99</u>
Scott McNaught		<u>Mar 22/99</u>