

# **MEMORANDUM OF AGREEMENT**

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**BETWEEN: *The Ministry of Transportation***

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

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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 Employees Benefits Agreements apply to Employees covered by this Agreement.

## **ARTICLE 1 - WORK UNIT AND EMPLOYEES COVERED**

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1.1\_ The Trafalgar North and South Truck Inspection Stations located Westbound and Eastbound Highway 401, Town of Milton and the Transportation Enforcement Officers headquartered there.

## **ARTICLE 2 - HOURS OF WORK**

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2.1 The regular work week shall be 36.25 hours per week based on three 9.0 hour and one 9.25 hour day. The shift start times will be 07:00 hours and 15:00 hours and 22:00 hours.

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 headquartered at Trafalgar North or South Inspection Station.

## **ARTICLE 3 - OVERTIME**

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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.

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## **ARTICLE 4 - HOLIDAY PAYMENT**

- 4.1 In addition to the entitlement of hours specified in ADM13.2 and ADM13.4 Bargaining Unit Working Conditions and Employee Benefits an employee will be entitled to additional hours specified in Article 2.1 of this Agreement.

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## **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 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:  $9.0 \text{ hr} / 7.25 \times 1 = 1.25$  credits deducted).

Partial day's absence will be prorated on the same formula (Example:  $5.0 \text{ hr} / 7.25 \times 1 = .69$  credits deducted).

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## **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.
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## **ARTICLE 7 - TRAINING ASSIGNMENTS**

- 7.1 When an employee covered by this 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 or
  - (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 than 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:

- (1) the employee shall be required to work a corresponding number of hours to make up for any deficit or
- (2) 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 (6) 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 be in effect January 1, 1999.

9.2 Either party, on written notice of thirty (30) days to the other party, may terminate this agreement.

DATED:      This _____ Day Of _____ 19_____
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**For the Ontario Public Service  
Employees Union**

**For the Ministry of Transportation**

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**PRESIDENT, Local 506  
O.P.S.E.U.**

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**Enforcement Coordinator**

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**Regional Director**