

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 35 (Local and Ministry Negotiations) and Article 7 (Hours of Work) of the Collective Agreement on Working Conditions and Employee Benefits, between the Ontario Public Service Employees Union and the Crown in right of Ontario, represented by Management Board of Cabinet.

Unless otherwise specified in this Agreement, all articles of the Working Conditions and Employee Benefits apply to employees covered by this Agreement.

ARTICLE 1 - WORK UNIT AND EMPLOYEES COVERED

1.1 This Agreement covers those Drivers and Vehicle Transportation Enforcement Officers II, headquartered at 7900 Airport Road, Peel Area, Brampton District, Drivers and Vehicles, and assigned to field enforcement activities.

ARTICLE 2 - HOURS OF WORK

2.1. The hours of work shall be in accordance with the following:

Three nine (9) hour days and one 9 1/4 hour day per week worked in accordance with established shift schedules. This does not include a 45 minute mid shift break.

2.2. Article 10.2 of the Working Conditions and Employee Benefits Agreement shall not apply to employees covered by this compressed work week agreement.

ARTICLE 3 - OVERTIME

3.1. Authorized periods of work in excess of the regular working periods specified in Article 2.1 or on scheduled day(s) off will be compensated for in accordance with Article 13 (Overtime) of the Working Conditions and Employee Benefits Agreement.

ARTICLE 4 - HOLIDAY PAYMENT

4.1. Where an employee works on a holiday specified in Article 48 (Holidays) and opts for compensating leave under Article 19.2, he may elect, at the time, to receive, in addition to his entitlement under 19.2, further leave equal to the difference between the number of hours in the employee's normal work day and his entitlement under 19.2. Where an employee makes this election, there shall be deducted from the employee's pay for time worked under 19.1, an amount equal to the number of additional hours of leave under this article.

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(Additional leave to be determined by length of regular work day. For an employee on Schedule 4, those regular work day is 9.25 hours or 9.0 hours and who workds 9.25 hours or 9.25 hours on a holiday as the case may be:

Entitlement under 19.1 (for 9.25 hour day)	
9.25 hrs. @ double time	= 18.5 hrs. (straight time)
Entitlement under 19.2	= 7.25 hrs.
Entitlement under 19.1 (for 9 hr. day)	
9.0 hours @ double time	= 18 hrs. (straight time)
Entitlement under 19.2	= 7.25 hrs.

Where an employee elects additional leave under this Article -

Entitlement under 19.2 (for 9.25 hour day)	= 7.25 hrs.
Additional leave under this article (9.25 - 7.25)	= 2 hrs.
Reduced entitlement under 19.1	= 16.5 hrs.

Entitlement under 19.2 (for 9 hour day)	= 7.25 hrs.
Additional leave under this article (9.0 - 7.25)	= 1.75 hrs.
Reduced entitlement under 19.1	= 16.25 hrs.

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 1/2 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 Section 52.6 of Article 52 of the Working Conditions and Employee Benefits Agreement by deducting one-quarter (1/4) of an accumulated credit for each 7 1/4 hours of absence.
- 5.2 Vacation Credits - A deduction from an employee's vacation credits will be made for each day of approved leave-of-absence as follows:
9.25 \div 7.25 x 1 credit = 1.28 credits for an absence on a 9.25 hour day
9.0 \div 7.25 x 1 credit = 1.24 credits for an absence on a 9.0 hour day

A partial day's absence will be prorated on the same formula.

ARTICLE 6 - WORKER'S COMPENSATION

- 6.1 For the purpose of Section 54.2 of Article 54 of the Working Conditions and Employee Benefits Agreement "sixty-five (65) working days" shall be deemed to be 471 1/4 hours.

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:
- (i) 7 1/4 day, or
 - (ii) the actual number of hours spent receiving training, for each day that the employee participates in the training program.
- 7.2 a) Where the change prescribed in 7.1 results in fewer or more hours than the employee was previously scheduled to work on the day(s) in question, the "extra" or deficit hours shall be reduced to zero within 60 working days of the completion of the training program, without any loss of pay by the employee or overtime payments by the Employer, as follows:
- (i) the employee shall be required to work a corresponding number of hours to make up for any deficit hours; or
 - (ii) the employee shall be scheduled off duty for a corresponding number of hours to offset any extra hours.

- 7.2 b) Where there is mutual agreement, an employee may receive pay at his basic hourly rate for extra hours in lieu of being scheduled off duty in accordance with 7.2.a (ii).
- 7.2 c) Where an employee's extra hours have not been reduced to zero within 60 working days in accordance with 7.2.a, any such hours remaining to the employee's credit shall be paid at the employee's basic hourly rate.

ARTICLE 8 - TERM

- 8.1 This Agreement shall be in force until either party notifies the other of its desire to renegotiate, and will be effective from JANUARY 1ST, 1992 .
- 8.2 Either party may, on written notice of two (2) weeks to the other party, terminate this Agreement.

DATED THIS 28TH DAY OF FEBRUARY, 1992.

FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEE'S UNION

FOR THE EMPLOYER

J. Van Nieuwen

J. Goddard

V. Upsham

[Signature]

[Signature]

[Signature]

M E M O R A N D U M

TO: Blayne Edwards
Regional Manager
Central Region

DATE: 92.06.16

FROM: John Cowan
District Enforcement Supervisor
Metro West

RE: COMPRESSED WORK WEEK AGREEMENT
TRANSPORTATION ENFORCEMENT OFFICERS, PEEL

Blayne, attached are the compressed work agreements (5 copies) for the above mentioned staff. Subject to your approval and the regional director's they will replace the Highway Carrier and Vehicle Inspector agreements presently in existence.



John Cowan

JC/ig

c.c. D. Carroll