

MEMORANDUM OF SETTLEMENT (REVISED 2011)

BETWEEN

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(UNION)

and

THE CROWN IN RIGHT OF ONTARIO (MINISTRY OF TRANSPORTATION)
(EMPLOYER)


The parties agree to the following protocol for the filling of Transportation Enforcement Officer (TEO) positions, without prejudice or precedent to any other classification or position within the OPS:

1. When a vacancy occurs in a TEO 2 position, and after such vacancy is cleared through the corporate placement process, the parties agree that existing TEO 2's (hereinafter "TEO 2") and employees who are hired into a TEO 2 underfill capacity (hereinafter "TEO 2U") who have current requests for a lateral transfer on file will have the opportunity to laterally transfer into the vacancy prior to the posting of the vacancy pursuant to Article 6 of the Collective Agreement, and such employees will be provided the position at the same status they currently hold - TEO 2 or TEO 2U.
2. If the position is not filled following the lateral transfer process described in paragraph 1, the Employer will fill the vacancy pursuant to Article 6 of the Collective Agreement. The position shall be filled as a TEO 2 subject to the requirements of paragraph 7.
3. Existing TEO 2 and TEO 2U based in workplaces other than the vacancy location, and within the posted area of search, may apply for the vacancy. If such employee is a successful candidate in the competition they will be offered the position at the same status they currently hold - TEO 2 or TEO 2U. If the successful candidate accepts the offer they will receive relocation expenses in accordance with the Employer's policy pursuant to Article 6 of the Collective Agreement.
4. Employees who are hired as a TEO 2U pursuant to a posting will commence their employment at the salary rate associated with the first step in the TEO 1 salary grid.
5. A TEO 2U will not have their underfill status removed until they have successfully completed the mandatory training.
6. Existing OPS employees that apply for and accept a TEO 2 position will commence their employment at the salary rate associated with the TEO 2 salary grid in accordance with Article 7 - Pay Administration.
7. For clarity, the Employer requires a 12 months training period for TEO 2U's and TEO 2's.

8. For positions posted at TEO 2 (Bilingual) or TEO 2 (Mechanics License) for the above principles shall be applicable as modified to reflect the mandatory nature of qualifications for bilingual status or a mechanical license.
9. The parties agree this agreement will be in effect until December 31, 2012 unless the parties agree otherwise.

Dated this 18th day of January, 2011

For the Union

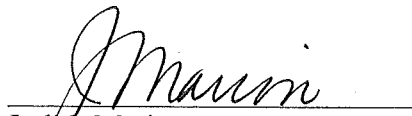


Serge Valcourt
MERC Co-Chair

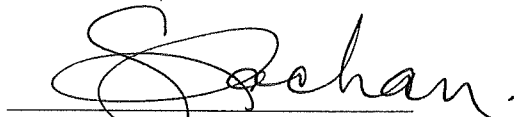
For the Employer



Tony Foster
Director, Field Operations



Judith Marion
Job Security Officer



Edie Strachan
MERC Memeber