

**Model Agreement with Respect to Compressed Work Week Arrangements**

**Memorandum of Agreement**

**Between**

**The Ministry Of [insert ministry]  
“the Employer”**

**And**

**The Ontario Public Service Employees Union (OPSEU)  
and Local [insert local number]  
“the Union”**

This compressed work week agreement is made in accordance with Article 16 (Local and Ministry Negotiations) of the Central Collective Agreements and Article, UN2 or COR2 (Hours of Work) of the Bargaining Unit Collective Agreements, 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 Central and Bargaining Unit Collective Agreements apply to employees covered by this Agreement.

**1. Work Unit and Employees Covered**

[Provide a detailed and specific description of work unit and employees covered]

**2. Hours of Work**

2.1 [Provide a detailed description of the regular hours of work with an attached schedule where appropriate.]

2.2 Article [insert UN5.2 or COR5.2], of the [insert Unified or Correctional] Bargaining Unit Collective Agreements shall not apply to employees covered by this compressed work week agreement.

**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 [insert UN8 or COR8], (Overtime) of the [insert Unified or Correctional] Bargaining Unit Collective Agreements.

**4. Holiday Payment**

4.1 Where an employee works on a holiday specified in Article 47 (Holidays) and opts for compensating leave under Article [insert UN13.2 or COR13.2], they may

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elect, at that time, to receive, in addition to his or her entitlement under Article [insert UN13.2 or COR13.2], further leave equal to the difference between the number of hours in the employee's normal work day and their entitlement under Article [insert UN13.2 or COR13.2]. Where an employee makes this election, there shall be deducted from the employee's pay for time worked under Article [insert UN13.1 or COR13.1], an amount equal to the number of additional hours of leave granted under this agreement.

Additional leave to be determined by length of regular work day. For an employee on Schedule 4, whose regular work day is 10 hours and who works 10 hours on a holiday:

Entitlement under Article UN13.1 or COR13.1  
10 hr. @ double time = 20 hr. (straight time).

Entitlement under Article UN13.2 or COR13.2 = 8 hr.  
Where an employee elects additional leave under this section

Entitlement under Article UN13.2 or COR13.2 = 8 hr.  
Additional leave under this section  
(10 hr. - 8 hr.) = 2 hr.

Reduced entitlement under Article UN13.1  
Or COR13.1 = 18 hr.

### 5. Short Term Sickness Plan and Vacation Credits

- 5.1 Short Term Sickness (STSP): employees shall be entitled to full pay for the first (43½ or 48) hours of absence due to sickness or injury and sixty-six seventy-five percent (75%) as set out in Article 44.1.2 for the next (899 or 992) hours of absence due to sickness or injury. Employees may exercise their option under Article 44.6 (Short Term Sickness Plan) of the Central Collective Agreements by deducting sufficient credits from accumulated credits for each (7¼ or 8) hours of absence.
- 5.2 Vacation Credits - A deduction from an employee's vacation credits will be made for each day of approved vacation leave of absence as follows:  
(Prorating is determined by length of workday. For an employee on Schedule 4, off on a ten (10) hour day, deduct  $10/8 \times 1$  credit = 1.25 credits. For an employee on Schedule 4, off on a twelve (12) hour day, deduct  $12/8 \times 1$  credit = 1.5 credits.)

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

### 6. Workplace Safety & Insurance

- 6.1 For the purposes of Article 41.2 (Workplace Safety & Insurance) of the Central Collective Agreements "sixty-five (65) working days" shall be deemed to be

(471¼ or 520) hours.

## **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:
- (a) 7¼ or 8 hours per day, as applicable, or
  - (b) The actual number of hours spent receiving training, for each day that the employee participates in the training program.
- 7.2.1 Where the change prescribed in Article 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 sixty (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:
- (a) the employee shall be required to work a corresponding number of hours to make up for any deficit hours; or
  - (b) 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 (b).
- 7.2.3 Where an employee's extra hours have not been reduced to zero within sixty (60) working days in accordance with Article 7.2.1, any such hours remaining to the employee's credit shall be paid at the employee's basic hourly rate.

## **8. Special and Compassionate and Bereavement Leave**

- 8.1 Such leaves are not to be prorated.

## **9. Term**

- 9.1 This Agreement shall be [insert number of months] months, or until either party notifies the other of its desire to renegotiate, and will be effective from [insert start date] to [insert end date].
- 9.2 Either party may, on written notice of [insert number of days] to the other party, terminate this Agreement.

Dated this day of [insert date]

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**For OPSEU**

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**Ministry Official**