

Model Agreement with Respect to Variable Hours of Work Arrangements

Memorandum of Agreement

Between

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

And

**The Ontario Public Service Employees Union (OPSEU)
“the Union”**

And

**[insert employee name]
“the employee”**

This Variable Hours of Work (VHW) agreement is made in accordance with Article 16 (Local and Ministry Negotiations) and Appendix 42 (Flexible Hours of Work Arrangements) of the Central Collective Agreement between the Ontario Public Service Employees Union (OPSEU) 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 [insert Unified or Correctional] Bargaining Unit Collective Agreements apply to employees covered by this agreement.

1. Employee(s) and Work Unit Covered

[Insert the following information: Employee(s), Job Title, Work Unit/Branch, Division, Region, Street Address, Manager.]

Sample language:

Jane Doe, Administrative Assistant
Customer Service Branch
Direct Services Division
Eastern Region
Ministry of Government Services
2 Second Street, Unit 2000, Kingston, Ontario, LLL 123
Manager: Michael Manager

2. Hours of Work

Under a VHW agreement, employees works the required minimum hours of work for their schedule over the course of a week (ie. minimum of 7.25 hours/day = 36.25

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hrs/week for schedule 3 & 3.7 or a minimum of 8 hours /day = 40 hrs/ week for schedule 4 or 4.7 or a minimum of 36.25 hrs/week for Schedule 6).

Sample language:

2.1 The parties agree that the employee will adhere to the following weekly work schedule:

Work Day	Monday	Tuesday	Wednesday	Thursday	Friday	Lunch Period
Hours of Work	Insert work hours	Insert work hours	Insert work hours	Insert work hours	Insert work hours	Insert lunch period

2.2 The employee agrees to exercise flexibility when operational needs arise. With reasonable notice, the hours of work will be adjusted when required to attend meetings and to otherwise meet operational needs.

2.3 Article [insert UN5.2 or COR5.2] of the [insert Unified or Correctional] Bargaining Unit Collective Agreement shall not apply to employees working this schedule.

3. Statutory Holidays

3.1 Where a holiday specified in Article 47 (Holidays) of the Central Collective Agreement falls on an employee’s regularly scheduled shift, the employee continues to work their regular schedule for the rest of the week with no loss in pay and with no loss in credits.

3.2 Where an employee works on a holiday included under Article 47 (Holidays) of the Central Collective Agreement, he or she shall be paid at the rate of two (2) times his or her basic hourly rate for all hours worked with a minimum credit of the number of regularly scheduled hours.

3.3 In addition to the payment provided by section 3.2, an employee who works on the holiday shall receive the number of regularly scheduled hours, at his or her basic hourly rate or compensating leave for the number of regularly scheduled hours, provided the employee opts for compensating leave prior to the holiday.

If in the Correctional Bargaining Unit include the following:

Where an employee opts for compensating time they may only earn up to 87 or 96 hours per calendar year, as applicable, in accordance with COR 13.2.

4. Overtime

- 4.1 Authorized periods of work in excess of the regular working periods specified in Articles [insert UN 2.1 or COR 2.1] of this agreement 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 Agreement.

5. Short Term Sickness Plan & Vacation Credits

- 5.1 Short Term Sickness Plan (STSP): Employees shall be entitled to full pay for the first (43½ or 48) hours of absence due to sickness or injury and seventy-five percent (75%) as set out in Article 44.1.1 or 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 Agreement by deducting sufficient credits from their 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 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 six (6) hour day, deduct $6/8 \times 1$ credit = 0.75 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 Agreement "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 VHW 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.

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7.2.1 Where the change prescribed in section 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 their basic hourly rate for extra hours in lieu of being scheduled off duty in accordance with section 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 section 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

The employee and their manager shall agree upon the duration of the agreement in keeping with the principles set out in this document.

Either the employee or their manager may propose amendments to the agreement, which must be mutually agreed upon by the parties. If agreed upon, such amendments must be signed off by the employee and their manager.

In addition, a minimum one (1) month termination notice clause is to be included in accordance with paragraph 5 of Appendix 42 of the OPSEU Central Collective Agreement.

Sample language:

9.1 This agreement shall be for [insert number of months] months and will be effective from [insert start date] to [insert end date].

9.2 The parties agree to conduct a review of the agreement on an annual basis.

9.3 Either party may, on written notice of one (1) month to the other party, terminate this agreement.

Dated this day of [insert date]

Collective Agreement 2015 to 2017 between OPSEU and MBC

Employee

Manager

OPSEU

Ministry Official

(If required by the Ministry's delegation of authority)