

**Memorandum of Agreement**  
Between  
**Workplace Safety & Insurance Board**  
And  
**Canadian Union of Public Employees, Local 1750**

▪ **January 2010 Organizational Change**

The normal provisions of Articles 5 and 6 of the Collective Agreement will apply unless expressly waived in this Memorandum of Agreement. In accordance with Article 6.02 of the Collective Agreement, the parties agree to the following provisions on a without prejudice or precedent basis. To mitigate impacts each affected employee will have an immediate job option under the terms of this agreement. The parties agree to discuss and resolve issues relating to the application of this Memorandum of Agreement.

**1. Advanced Secondary Priority Placement Rights**

All employees holding one of the positions listed in Section 4 will be provided with “Advanced Secondary Priority Placement Rights”.

Advanced Secondary Priority Placement Rights provided under this Memorandum will allow employees to be considered for posted permanent BU vacancies and are secondary to employees:

- Who are unable to perform their normal duties due to a diminished capacity (Special Placement Rights) and/or,
- Who have been given a 120 working day notice prior to layoff (Priority Placement Rights).

**2. Priority Placement Rights**

Advanced Secondary Priority Placement Rights will cease no sooner than January 12, 2010. On or after **January 12, 2010** permanent employees according to seniority will be provided with formal notice in accordance with Article 6 of the Collective Agreement.

Where an employee declines the “new job option” it is understood that Priority Placement rights do not apply to promotional job family matches.

**3. Eligibility to Apply to Postings:**

Consistent with Article 5.02(a) of the Collective Agreement employees who require a new job as a result of a Significant Change or Redundancy will be eligible to apply to new (temporary or permanent) postings.

**4. Notice with Job Option:**

Each permanent incumbent of a job listed below must express interest in a position listed below in order of preference. Individuals will be selected for the job option in the order of interest and seniority in their geographic location. Employee preference for immediate job placement, Voluntary Exit or Priority Placement must be submitted no later than **January 26, 2010** (10 working days following formal notice on January 12, 2010). Placement options arose out of either leverage existing job family matches or identifying unique opportunities in each geographic location to mitigate redundancy. Unless specifically identified as such these job placements do not constitute new job families.

<b>Redundancy / Position Eliminated</b>		
<b>Current Job</b>	<b>Location</b>	<b>Job Option(s)</b>
Imaging Payment Coordinator (SPL0) (830)	Toronto	Central Claims Registration (830)
Medical (Consultant) Secretary (835)	Ottawa	HC/LMR Payment Representative (840)
Claims Investigator (865)	Sault Ste Marie	Eligibility Adjudicator (870)
Ergonomist (865)	Sudbury, London Thunder Bay, Ottawa Windsor, Kitchener, Hamilton	RTW Specialist (870) Eligibility Adjudicator (870)
	Toronto	RTW Specialist (870), Eligibility Adjudicator (870)
	Kingston, Sault Ste Marie	RTW Specialist (870)
Implementation Lead, Programs of Care (870)	Toronto	Nurse Consultant (870)
Employer Account Advisor (875)	Toronto	Field Auditor (870)
	Hamilton, London, Ottawa, Sudbury, Windsor	Account Specialist (865)
Revenue Policy Analyst 2 (875)	Toronto	Revenue Program Development Specialist (875)

<b>Redundancy / Positions Reduced in Numbers</b>		
<b>Current Job</b>	<b>Location(s)</b>	<b>Job Option</b>
Claims Investigator (865)	Toronto	Eligibility Adjudicator (870)
Medical (Consultant) Secretary (835)	Toronto	HC/LMR Payment Representative (840)
LMR Provider Management Specialist (875)	Toronto	Case Manager (875)

***Where a reduction in numbers applies employees can choose the new job option or their current job according to seniority and interest. A redundancy notice would then be applied to the most junior according to geographic location, if needed.***

***Employees moving to Case Manager will first perform Eligibility Adjudicator at salary grade 875 on a temporary basis before being reassigned to Case Manager. The employer will first seek to reassign according to interest and seniority.***

## **5. Relocation**

Where applicable, employees will be eligible for relocation expenses in accordance with Article 6.05(g) of the Collective Agreement.

## **6. Wellness:**

### **Hours of Work:**

The Employer is committed to work / life balance and will continue the local practices concerning hours of work, flex work arrangements, part time hours of work, lunch and rest periods presently in effect for employees affected as a result of Article 6 or a change in reporting relationship.

## **7. Educational Assistance Plan:**

Employees affected in accordance with Article 6 that have entered into an approved educational assistance program will be able to continue and complete the program provided they accept their job option.

Employees who have fully or partially completed their training and have exercised their "Voluntary Exit" option arising out of a formal notice under Article 6 will not be required to pay a tuition penalty.

## **8. Contract Employees:**

All contract employees in the affected jobs outlined in section 1 of this Memorandum of Agreement will be released prior to the expiration of the 120 working day notice for any permanent employees in those same classifications, in accordance with article 6.08 of the Collective Agreement.

## **9. Voluntary Exit:**

At any time permanent employees may submit an offer to take Voluntary Exit (VE). Severance and VE amounts will be paid in accordance with the terms of Articles 6.13 & 6.14.

- Exit will be administered by seniority and agreed upon dates; however, the earliest date an employee will be asked to leave will be January 26, 2010.

### **a) Affected Staff:**

At any time during the Advanced Secondary Priority Placement and within 10 working days of the Priority Placement stage, permanent incumbents of jobs identified under Section 4 may elect to take Voluntary Exit.

- All VE requests from permanent incumbents identified as Redundant will be accepted.
- All affected employees will be provided with an estimated VE and Pension amount (if eligible for a Pension factor)

### **b) Staff not affected**

- The employer may accept pending and new written offers of voluntary exits to help place permanent staff under this agreement where a match has been identified in an effort to mitigate negative impacts.

- The employer may accept offers of voluntary exits where a match is not identified to help mitigate overall impacts.
- Where a match has been identified and accepted there is no right of withdrawal consistent with Article 6.14(a) and 6.14(c).
- The employer will provide the estimated VE amount for each permanent staff upon request.
  - Consistent with Article 6.14(d)ii the Voluntary Exit package is only capped at 52 weeks, plus the normal cash payout of attendance credits and vacation credits for an employee who is not affected and is eligible for an early unreduced pension, or who qualify through bridging for an early unreduced pension.

**10. Job Family Review:**

Many of the job options contained in this document are consistent with previous job family agreements. The parties will meet in January/February 2010 in order to discuss a shared interest to improve the job family provisions by:

- bringing together the multiple job family agreements into one document,
- clarifying business flexibility to assign work within a later job family while respecting Collective Agreement provisions,
- establishing a process to meet the intent of Article 5.12(b) – Employee Initiated Transfers within the same job and same geographic location and
- creating opportunities for Case Managers to rotate among work assignments within their job including Specialty Teams, Short Term and Long Term.

**Signed this 8th day of December 2009.**

<b>For the Workplace Safety &amp; Insurance Board</b>	<b>For the Canadian Union of Public Employees, L1750</b>
<b>Philip Wong</b>	<b>Harry Goslin</b>
<b>Paul Simourd</b>	<b>Martim Gaspar</b>
<b>Susan Kay-Dunn</b>	<b>Jim Braund</b>
<b>Greg Coulson</b>	<b>Beth Harris</b>
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