

MOU #XX

Memorandum of Understanding – Temporary Amendment to Deferred Transfer Process

Between: ORNGE (the Employer)
And
UNIFOR LOCAL 2002 (the Union)

Whereas the current language under the Deferred Transfer Process (Article 58.05) allows for a 12-month deferral period for employees awarded a new base through the Standing Preferential Bid Program (SPB);

Whereas, due to recent staffing initiatives, specifically Ministry of Health approval of Sudbury expansion and staffing with certainty (14 FTE's per 24 hour asset), the Company seeks a temporary amendment to extend this deferral period to provide flexibility in managing staffing levels while ensuring that employees are appropriately placed in new positions when they become available;

Therefore, the parties agree to the following:

1. An initial SPB will be posted by the Company for all existing vacancies available as at the date of posting. This SPB will be posted and positions awarded prior to the subsequent posting of any SPB for newly created positions as outlined herein. These positions will be subject to the current language as outlined in Article 58.05 of the Collective Bargaining Agreement (CBA), specifically that employees may have their transfers to new positions deferred a maximum of twelve (12) months.
2. Deferred Transfer Process Amendment: Notwithstanding the current language in the CBA, the Company and the Union agree to temporarily amend the Deferred Transfer Process as follows:
 - a. Beginning with the first SPB posted following the closure of the SPB outlined in #1 above, and extending until no later than December 31, 2024, employees awarded positions under any SPB may have their transfer to the new position deferred a maximum of twenty-four (24) months from the award of such position.
 - b. Beginning January 1, 2025 and extending until no later than August 31, 2025, employees awarded positions under any SPB may have their transfer to a new position deferred a maximum of eighteen (18) months from award of such position.
 - c. Beginning September 1, 2025 and thereafter, employees awarded positions under any SPB may have their transfer to a new position deferred a maximum of twelve (12) months.

- d. Where employees are deferred beyond 12 months pending the implementation date of newly created positions and existing positions at that base location become vacant, deferred employees may be offered the opportunity to transfer earlier, at a date mutually agreed between the Company and the employee. Such opportunities will be offered based on qualification and seniority as outlined in Article 58.
 - e. The decision to defer and duration of the deferral will be based on:
 - i. Existence of an open position for transfer;
 - ii. Availability of backfill for existing positions;
 - iii. Ability to meet level of care requirements at base being transferred from
 - f. Notice of award of positions will occur within two (2) weeks following the closure of the SPB. This period may be extended by mutual agreement between the Company and the Union.
 - g. Within twenty-one (21) days following the notification of position award, the Company will advise the employee of their transfer date to their new position. The transfer date will not take place less than thirty (30) days after the position has been awarded unless mutually agreed between the Company and the employee.
 - h. Once established, the transfer date will not be changed unless mutually agreed by the Company and the Union.
 - i. The Union and the Company agree to meet after any subsequent SPB, and in addition no less than monthly, to review the status of all employees awaiting transfer to ensure transfers are not delayed any longer than necessary.
 - j. This temporary amendment is in consideration of current staffing initiatives and the need to ensure appropriate staffing levels and stability at all locations.
 - k. The Company will continue to adhere to the level of care requirements as per the Ministry of Health (MOH) Performance Agreement.
3. The parties agree on the necessity to balance the implementation of new positions with the ability to maintain adequate staffing and level of care throughout the province. As such, the Company will stagger the posting of the newly created positions sufficiently to align with the hiring, training and certification of new employees and will award internal transfer positions in accordance with the timelines outlined in this MOU. The Company agrees to maintain ongoing meaningful discussion with the Union regarding this process.