

Appendix H

**OPSEU Collective Agreement
Explanatory Note**

**Voluntary Exit Option
Article 20.7**

Updated September 2017

Explanatory Notes on the application of the OPSEU Collective Agreement were developed by the Employer in consultation with OPSEU. They have been written to provide information to OPS managers and employees represented by OPSEU. Explanatory Notes are not intended as a substitute for the language of the Collective Agreement. Reliance should only be placed on the actual text of the OPSEU Collective Agreement.

This updated Explanatory Note and the amended provisions of Article 20 under the 2018-2021 OPSEU Collective Agreement apply as of June 22, 2017.

Managers who have questions about the information in this Explanatory Note should contact their Human Resource Advisor.

Employees who have questions about the information in this Explanatory Note should contact their manager, the Human Resource Advisor or an OPSEU representative. Employees who have received a notice of lay-off should contact the Designated Human Resource contact that is identified in their notice of lay-off letter.

What is the Voluntary Exit Option?

The voluntary exit option (VEO) is intended to allow non-surplus employees the opportunity to volunteer to leave the Ontario Public Service. The volunteer exits by trading places with a surplus employee. The surplus employee takes over the volunteer's position and continues to be employed. The volunteer is declared surplus and becomes eligible for pay-in-lieu, severance and termination payments as applicable. These are the same monetary entitlements the volunteer would have had if he or she had received notice of lay-off.

Throughout this bulletin, the non-surplus employee who offers to give up his or her position for possible redeployment of a surplus employee is referred to as the "volunteer".

Who is eligible for this option?

To be eligible for the VEO, a volunteer:

- must **not** have received a notice of lay-off; and
- must **not** hold a position that is "threatened" – that is, the ministry cannot have identified his or her position for abolition in the near future.

As there have been disputes in the past regarding the meaning of “threatened”, the ministry should seek advice from the Employee Relations Branch if they have an employee who wants to be a volunteer and their position has been deemed to be “threatened”.

What is the process?

Employees interested in volunteering their positions must send their VEO Application Form electronically to the Recruitment Services team mailbox supporting their home position. A registration package is available on the Employment Transition tab under the [HR Services section](#) of the MyOPS website. A Recruitment Services representative will contact the employee’s manager for next steps related to the posting.

Available VEO positions will be posted and visible through the OPS Careers site for eligible OPSEU-represented employees under notice of lay-off to view and apply to through the Targeted Direct Assignment (TDA) process. The name of the volunteer will not be published.

A volunteer can withdraw his or her VEO registration at any time, as long as a surplus employee has not already been directly assigned to the position.

A surplus employee may apply for a TDA to a VEO position at any time during their notice period and across the OPS.

Who can trade places with someone volunteering to give up a job?

Only employees who have received a notice of lay-off are eligible to trade places with a volunteer. The following criteria must be met. The surplus employee must:

- apply for the VEO opportunity by submitting an Employee Portfolio (EP) and indicate on his or her application for the VEO opportunity that they have received notice of lay-off and are eligible for a TDA; and
- be able to perform the normal requirements of the position without training; and
- ensure that the volunteer’s position is either:
 - in the same classification, or in the same class series within a range of two classifications below the employee’s current home position; or
 - is in the same classification of a position that the employee previously held on a full-time basis or where the employee performed the full range of job duties on a temporary basis for at least twelve (12) months.

Are employees absent from the workplace or on a temporary assignment, eligible to volunteer their positions?

Short Term Sickness Plan (STSP):

- Yes. A volunteer absent on STSP will have his or her job considered for TDA to a surplus employee throughout the period of absence. The volunteer's employment and STSP benefits will be terminated on the date when a surplus employee reports for duty after being assigned to the volunteer's job.

Long Term Income Protection (LTIP) and Workers Safety Insurance Board (WSIB):

- No. A volunteer absent on LTIP or WSIB will be considered "inactive" until such time as he or she is able to return to work and his or her job will not be considered for TDA to a surplus employee while its incumbent is absent on LTIP or WSIB.

Approved Leave of Absence:

- Yes. A volunteer on an approved leave of absence other than due to illness/injury may apply for a VEO. If a surplus employee is assigned to the volunteer's job, the volunteer's employment and leave of absence will be terminated on the date the surplus employee reports for duty and the volunteer will be eligible for voluntary exit payments.

Temporary Assignment:

- Yes. A volunteer on a temporary assignment may apply for the VEO. The volunteer's home job will be considered for assignment to a surplus employee while on the temporary assignment. If a surplus employee is assigned to the volunteer's job while he or she is on a temporary assignment, the manager of that temporary assignment will decide whether the volunteer will exit immediately or complete the temporary assignment before exiting with voluntary exit payments.

How is the level of qualification determined?

The surplus employee must be qualified to perform the normal duties of the volunteer's position without training. This means that the surplus employee must have the necessary skills and knowledge to perform the core components of the position at a working level and will not require training in these areas of the position.

For the purposes of Article 20, training does not refer to the orientation and integration any employee would normally receive when entering a new position.

What are the geographic considerations for assignments into a volunteer's position?

Surplus employees may apply through the TDA process to a competition or a VEO opportunity beyond 40 kilometres; however, no relocation expenses will be paid.

How do employees' access and self-identify for a volunteer's position?

Available VEO positions will be posted and visible through the OPS Careers site for surplus employees to view and submit an EP to applyTDA@ontario.ca. The name of the volunteer will not be published.

A surplus employee may apply to VEO opportunities through the TDA process at any time during the notice period and across the OPS.

A surplus employee will be assigned to the non-surplus employee's position only if he or she applies for that position by submitting an EP and indicates on his or her application for the VEO opportunity that he or she has received notice of lay-off, is eligible, and provided he or she is able to perform the normal requirements of the position without training.

All other considerations being equal, a surplus employee will be directly assigned to the voluntary exit opportunity over a competition vacancy.

There is no preference given to ministry, so the employee is eligible to be assigned to an appropriate volunteer's position regardless of the home ministry.

What entitlements does the volunteer have?

Where a surplus employee is assigned to a volunteer's position, the volunteer is entitled to exactly the same severance/separation allowances and termination payments they would have received if they had received notice of lay-off. To be specific, the volunteer will receive:

- pay in lieu of notice equal to six (6) months' pay (salary continuance per 20.2.1.4 (b) does not apply);
- termination payments under Article 53 (that is, 1 week's pay for each year of continuous service to a maximum of twenty-six (26) weeks); and
- payout of any unused credits upon exit (for example: vacation, compensating leave); and
- enhanced severance under Paragraph 4b of Appendix 9* (1 week's pay for every completed year of continuous service, no maximum); and
- the right to apply for restricted competitions from the last day of work until twenty-four (24) months from the date on which lay-off would have otherwise occurred.

***Note:** Paragraph 4b of Appendix 9 will not apply to employees who:

- are eligible to retire and receive an actuarially unreduced pension;

- will become entitled to receive an actuarially unreduced pension through the application of Paragraph 2a of Appendix 9;
- who are transferred to a new employer per Paragraph 1 of Appendix 9; or
- who decline a transfer to a new employer per Paragraph 1b of Appendix 9.

Will I have to repay monies, if I am re-employed by the OPS?

Depending on when you are re-employed by the OPS, there may be an obligation to repay monies. For example, an employee who accepts pay-in-lieu of notice and is re-employed by the OPS after the originally projected lay-off date, and prior to the expiration of a further twenty-four (24) months, or up to thirty-six (36) months if the employee extends his or her recall period by participating in an approved education program in accordance with Article 20.5.3.3, will have to repay all monies received under Paragraph 4 of Appendix 9.

Timing of Re-employment	Repayment Requirements: Pay in Lieu of Notice (Article 20.2)	Repayment Requirements: Termination Payments (Articles 53 and 78)	Repayment Requirements: Severance (Appendix 9, Paragraph 4(b))
Within twenty-four (24) months after lay-off date (or up to 36 months if the recall period has been extended in accordance with Article 20.5.3.3.	None	Optional	100%
More than twenty-four (24) months after lay-off (or such longer period if the recall has been extended in accordance with Article 20.5.3.	None	None	None

Is a volunteer eligible to access grow-in benefits?

No. OPSEU-represented employees exiting the OPS under the VEO Article 20.7 have voluntarily terminated their employment. Voluntary exits under Article 20.7 are not an *activating event* for the purposes of termination of employment grow-in benefits under the Pension Benefits Act (PBA).

When will a volunteer be able to exit?

The ministry will determine when the volunteer's termination will take effect. A familiarization period is generally needed to acquaint the new incumbent with the volunteer's job responsibilities. This period will be brief because the new incumbent must be able to perform the normal requirements of the position without training.

All other considerations being equal, a surplus employee will be directly assigned to a VEO opportunity over a competition vacancy per Article 20.7.3.

Note: Rights also specified in Article 20.7 (VEO) shall be exercised before any displacement or TDA rights in accordance with Article 20.7.9.

What is the status of the surplus employee taking over the volunteer's position?

Assignment into a VEO position is treated the same as a direct assignment into a competition vacancy under the TDA provisions.

This means that once assigned, the surplus employee is no longer considered surplus and surplus entitlements are terminated. This is consistent with the treatment of an assignment under the provisions for TDA.

How does seniority work for voluntary exits?

If more than one surplus employee is deemed qualified for the VEO opportunity through the TDA process, the most senior surplus employee will be directly assigned to the volunteer's position.

If a surplus employee applies to and is deemed qualified for more than one identical VEO opportunity, the VEO opportunity held by the most senior would be where the surplus employee is directly assigned.

Are employees who qualify for an actuarially unreduced pension or who could qualify pursuant to paragraph 2 of Appendix 9 (Employment Stability) eligible to utilize the VEO?

Yes, access to this entitlement was introduced in the 2013-2014 Collective Agreement. Employees eligible to register for the VEO now have access to paragraph 2b of Appendix 9. However, employees who qualify for an actuarially unreduced pension are not eligible for enhanced severance under Paragraph 4b of Appendix 9.