



COLLECTIVE AGREEMENT

between

**PROFESSIONAL ENGINEERS AND ARCHITECTS
of the ONTARIO PUBLIC SERVICE**

- PEGO -

(Hereinafter referred to as the "Association")

and

THE CROWN IN RIGHT OF ONTARIO

Represented by

MANAGEMENT BOARD OF CABINET
Hereinafter referred to as the "Employer")

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ARTICLE 1 -PURPOSE

- .1 The purpose of this Agreement between the Employer and the Association is to establish and maintain:
 - a) satisfactory working conditions and terms of employment for all employees who are subject to this Agreement;
 - b) procedures for the prompt and equitable handling of grievances and disputes.
- .2 It is understood that the provisions of this Agreement apply equally to male and female employees.

ARTICLE 2 - RECOGNITION

- 2.1. This Agreement shall apply to the employees as described in accordance with the interim certificate, and the recognition clause shall be deemed to be amended by agreement of the parties in accordance with the issuance of the final certificate.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1. For the purpose of this Agreement, the right and authority to manage the business and direct the workforce, including the right to hire and lay-off, appoint, assign and direct employees; evaluate and classify positions; discipline, dismiss or suspend employees for just cause; determine organization, staffing levels, work methods, the location of the workplace, the kinds and locations of equipment, the merit system, training and development and appraisal; and make reasonable rules and regulations; shall be vested exclusively in the Employer. It is agreed that these rights are subject only to the provisions of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.1 The Employer and Association agree that there shall be no discrimination exercised or practised as outlined and defined in Section 10(1) of the Ontario Human Rights Code and in accordance with the Employer's current Equal Opportunity Program.
- 4.2 There shall be no discrimination or harassment practised by reason of an employee's membership or activity in the Association.

ARTICLE 5 - CHECK OFF OF ASSOCIATION DUES

- 5.1 There shall be deducted from the regular bi-weekly pay of every employee subject to this agreement, a sum in lieu of membership dues equivalent to the bi-weekly dues of the Association.
- 5.2 The deductions referred to herein shall be remitted to the Association.
- 5.3 The Association shall advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by further written notice to the Employer signed by authorized officials of the Association.
- 5.4 The parties agree that monthly, a dues reconciliation tape will be generated for the Association by the Employer, with the development, administration and production costs to be borne by the Association. The parties agree to establish, through discussions between the parties, a basis for agreement on the data required for dues reconciliation and the costs to be borne by the Association. The Association agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this article.

ARTICLE 6 - UNCLASSIFIED EMPLOYEES

- 6.1 The only terms of this Agreement that apply to employees who are not civil servants are those that are set out in this Article.
- 6.2 The following sections in this Article shall apply only to unclassified staff.

WAGES

- 6.3.1 The rate of the equivalent civil service classification shall apply.
- 6.3.2 A full-time unclassified employee covered by this Article shall be entitled to the same provisions regarding progression through the salary range and retroactivity of salary revisions as those agreed upon for the Civil Service Salary Category to which they correspond.

HOLIDAYS

- 6.4 Four percent (4%) of gross pay, not including vacation pay, shall be added to the employee's regular pay to compensate for the holidays as defined in Article 40 (Holidays). When the employee is required to work on any of these holidays, he/she shall receive his/her regular day's pay when required to work on such a holiday in addition to the four percent (4%).

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VACATION PAY

- 6.5.1 Four percent (4%) of gross pay shall be added to the employee's regular pay in lieu of vacation leave with pay.
- 6.5.2 Effective upon ratification by both parties, all full-time unclassified employees shall, upon completion of one (1) month of continuous service, receive in lieu of all employee benefits listed in Part B, save and except holiday and vacation pay, an amount equal to two percent (2%) of their basic hourly rate for all hours worked.

ATTENDANCE CREDITS AND SICK LEAVE

- 6.6.1 Employees who work thirty-six and one quarter (36 1/4) hours per week shall earn attendance credits of one and one-quarter (1 1/4) days for each calendar month of full attendance or for each calendar month of leave-of-absence granted under Section 6.7(Pregnancy and Parental Leave). Attendance credits may be used for protection purposes only in the event that an employee is unable to attend to his/her official duties by reason of illness or injury. However, accumulated attendance credits earned prior to April 1 1978 may be transferred to the Classified Service when the appointment to the Classified Service is made from continuous; unbroken, full-time Unclassified Service.
- 6.6.2 After five (5) days absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Deputy Minister of the Ministry, certifying that the employee is unable to attend to his/her official duties.
- 6.6.3 Notwithstanding Sub-section 6.6.2., where it is suspected that there may be an abuse of sick leave, the Deputy Minister or his/her designee may require an employee to submit a medical certificate for a period of absence of less than five (5) days.

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PREGNANCY AND PARENTAL LEAVE

- 6.7.1 Pregnancy and parental leaves will be granted to employees under the terms of the Employment Standards Act. Pregnancy leave shall be granted for up to seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date.
- 6.7.2 Parental leaves shall be granted for up to eighteen (18) weeks.

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BEREAVEMENT LEAVE .

6.8 An employee who is scheduled to work more than twenty-four (24) hours during a week and who would otherwise have been at work, shall be allowed up to three (3) days of leave-of-absence with pay in the event of the death of his/her spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, ward or guardian. However, in the event of the death of his/her sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild, he/she shall be allowed only one (1) day leave-of-absence with pay.

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HEALTH AND SAFETY

6.9 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Association shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

TERMINATION OF EMPLOYMENT

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6.10 Employment may be terminated by the Employer at any time with two (2) weeks notice, or pay in lieu thereof.

APPOINTMENT TO THE CLASSIFIED SERVICE

6.11.1 Where an employee is appointed to the Classified Service and has worked more than twenty-four (24) hours per week on a continuous basis immediately prior to appointment to the Classified Service, the time he/she actually worked within the previous year may be considered to be part of his/her probationary period to a maximum of six (6) months.

6.11.2 Notwithstanding Sub-section 6.11.1, above, where an employee is appointed to the classified service as a regular part-time civil servant and has worked at least the minimum hours specified in Article 9 (Hours of Work) on a continuous basis immediately prior to appointment to the classified service, the time he/she actually worked within the previous year may be considered to be part of his/her probationary period to a maximum of six (6) months.

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6.11.3 Association dues shall be deducted from an employee covered by this Article in accordance with Article 5 (Check Off of Association Dues).

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OTHER APPLICABLE ARTICLES

8.12 The following articles shall also apply to unclassified staff:
Articles 1, 2, 4, 5, 7.1, 7.4, 8.12, 8.13, 8.14, 9, 10, 12, 13, 15, 16, 17, 19,
20, 22, 24, 26, 39, 47.

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ARTICLE 7 - POSTING AND FILLING OF VACANCIES OR NEW POSITIONS

7.1 When a vacancy occurs in the Classified Service for a bargaining unit position or a new classified position is created in the bargaining unit, it shall be advertised for at least ten (10) working days prior to the established closing date when advertised within a Ministry, or it shall be advertised for at least fifteen (15) working days prior to the established closing date when advertised service-wide. All applications will be acknowledged. Where practicable, notice of vacancies shall be posted on bulletin boards.

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7.2 The notice of vacancy shall state, where applicable, the nature and title of the position, salary, qualifications required, and the area in which the position exists.

7.3 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be the deciding factor.

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7.4 An applicant who is invited to attend an interview within the civil service shall be granted time off with no loss of pay and with no loss of credits to attend the interview, provided that the time off does not unduly interfere with operating requirements. Where time off does interfere, suitable alternate arrangements will be made.

ARTICLE 8 - PAY ADMINISTRATION

8.1 Promotion occurs when the incumbent of a full time classified position is assigned to another position with a higher maximum salary than that of his or her former classification.

8.2 Effective April 1, 1996, a full time classified employee who is promoted shall receive a promotional increase of at least three percent (3%) and the resulting salary must be no less than the minimum of the salary range of the position to which he or she is assigned.

- 8.3 Where the duties of a full time classified employee are changed as a result of reorganization or reassignment of duties and the position is reclassified to a classification with a lower maximum salary, a full time classified employee who occupies the position when the reclassification is made is entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.
- 8.4 A full time classified employee to whom the above section applies is entitled to be appointed to the first vacant position in his or her former classification that occurs in the same administrative district or unit, institution or other work area in the same Ministry in which he or she was employed at the time the reclassification was made provided such an employee is qualified to perform the duties of the vacant position in his/her former classification.
- 8.5 Where a position is reassessed and is reclassified to a classification with a lower maximum salary, any full time classified employee who occupies the position at the time of the reclassification shall continue to be entitled to salary progression based on merit to the maximum salary of the higher classification, including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.
- 8.6 Where a position is reassessed and is reclassified to a classification with a higher maximum salary, a full time classified employee who occupied the former position that is subject to reclassification shall be extended pay treatment in accordance with Section 8.2.
- 8.7 Where, because of the abolition of a position, a full time classified employee is 'assigned:
- (a) from one position in a Ministry to another position in the same Ministry, or
 - (b) from a position in one Ministry to a position in another Ministry,

and the position to which he or she is assigned is in a classification with a lower maximum salary than the maximum salary for the position from which he or she was assigned, he or she shall continue to be entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the full time classified employee starts the new assignment.

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8.8 Section 8.7 applies only where there is no position the full time classified employee is qualified for, and that he or she may be assigned to, and that is:

- (a) in the same classification that applied to the full time classified employee's position before the position was abolished, or
- (b) in a classification having the same maximum salary rate as the maximum salary rate of the classification that applied to the full time classified employee's position before the position was abolished.

8.9 Where, for reasons of health, a full time classified employee is assigned to a position in a classification having a lower maximum salary, he or she shall not receive any salary progression or salary decrease for a period of six (6) months after his or her assignment, and if at the end of that period, he or she is unable to accept employment in his or her former classification, he or she shall be assigned to a classification consistent with his or her condition.

8.10 Except as provided above, a full time classified employee who is demoted shall be paid a salary within the range of the lower classification closest to the salary he/she was receiving at the time of the demotion provided it does not exceed the maximum of the new salary range.

8.11 It is understood that where a full time classified employee is assigned to a position pursuant to Section 8.7, 8.9 or 8.10, the provisions of Article 7 (Posting and Filling of Vacancies or New Positions) shall not apply.

8.12 Where an employee is assigned temporarily to perform the duties of a position in a classification with a higher salary maximum for a period in excess of five (5) consecutive working days, he or she shall be paid acting pay from the day he or she commenced to perform the duties of the higher classification. Such an employee shall receive an increase of not less than three percent (3%), however in no case shall the resulting rate of pay be less than the minimum of the higher classification.

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8.13 Notwithstanding Section 8.12, acting pay shall not exceed the maximum of the salary range of the higher classification except where otherwise permitted.

8.14 Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement, he or she shall retain all rights and obligations under the Collective Agreement.

- 8.15 The Employer agrees to post temporary assignments which are six (6) months duration or greater in accordance with the provisions of Article 7 (Posting and Filling of Vacancies or New Positions).
- 8.16 Section 8.12 shall not apply to temporary assignments where an employee is temporarily assigned to perform the duties and responsibilities of another employee who is on vacation.

ARTICLE 9 - HOURS OF WORK

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- 9.1 The normal hours of work for employees in the bargaining unit shall be a minimum of thirty-six and one-quarter (36 1/4) hours per week.
- 9.2 Arrangements regarding flex-time and compressed work weeks may be entered into by mutual agreement in accordance with current practices. The Employer will make every effort to accommodate the employee's request, subject to operational requirements.
- 9.3 The regularly scheduled hours of work for a regular part-time position in the Classified Service shall be as determined by the Employer, provided that they are:
 - (a) less than thirty-six and one-quarter (36 1/4) hours per week but not less than fourteen (14) hours per week; or
 - (b) less than twenty (20) full days over a period of four (4) consecutive weeks, but not less than nine (9) full days of seven and one-quarter (7 1/4) hours.

ARTICLE 10 - MEAL ALLOWANCE

- 10.1 The current Ministry practice of reimbursing meals shall be applied.

ARTICLE 11 - HEALTH AND SAFETY

- 11.1 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Association shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees. In accordance with the above, the provisions of the Occupational Health and Safety Act shall apply.

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- 1.2 The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.
- 1.3 The purchase of safety shoes or boots for on-the-job protection of the purchaser shall be subsidized as per the applicable practice in each Ministry.
- 1.4 The current practices relating to the supply and maintenance of apparel for employees shall continue during the term of this Agreement, subject to any changes which may be entered into between the parties at the local or Ministry level.

ARTICLE 12 - KILOMETRIC RATES

12.1 If an employee is required to use his/her own automobile on the Employer's business, the following rates shall be paid:

| <u>Kilometres Driven</u> | <u>Southern Ontario</u> | <u>Northern Ontario</u> |
|--------------------------|-------------------------|-------------------------|
| 0 - 4,000 km | 30 cents /km | 30.5 cents /km |
| 4,001 - 10,700 km | 26 cents /km | 26.5 cents /km |
| 10,701 - 24,000 km | 22 cents /km | 22.5 cents /km |
| over 24,000 km | 18 cents /km | 19.0 cents /km |

- 12.2 Kilometres are accumulated on the basis of a fiscal year (April 1 to March 31, inclusive).
- 12.3 The Employer agrees that the use of privately owned automobiles on the Employer's business is not a condition of employment.

ARTICLE 13 - TIME CREDITS WHILE TRAVELLING

- 13.1 Employees shall be credited for ministry-authorized time spent in travelling outside of working hours to work locations.
- 13.2 When an employee is required to travel on his/her regular day off or a paid holiday listed in Article 40 (Holidays), he/she shall be credited with a minimum of four (4) hours.

ARTICLE 14 - EMPLOYMENT STABILITY

- 14.1 An employee who has received notice of lay-off on or after January 1, 1996, shall be entitled to the provisions of this article. An employee who received notice of lay-off prior to January 1, 1996 shall be entitled to the former Job Security provisions. With respect to employees to whom the provisions of Job Offer Guarantee have been applied up to and including December 31, 1995, the former provisions will continue to apply until December 31, 1996 and, with respect to any employees to whom such provisions continue to apply as of that date, the following new provisions apply effective January 1, 1997.

- 14.2. Where a lay-off may occur for any reason, the identification of a surplus employee in an administrative district or unit, institution or other such work area and the subsequent displacement, redeployment, lay-off or recall shall be in accordance with seniority subject to the conditions set out in this Article.

- 14.3 NOTICE AND PAY IN LIEU
 - 14.3.1 An employee identified as surplus shall receive six (6) months notice of lay-off or, with mutual consent, an employee may resign and receive equivalent pay in lieu of notice. Pay in lieu for the balance of the notice period shall only be granted where the Employer determines that operational requirements permit an employee's exit from the workplace prior to the expiration of six months notice.

 - 14.3.2 The notice period will begin when the employee receives official written notice. Copies of all such notices shall be provided to the Management Board Secretariat and to the Association.

 - 14.3.3 Pay-in-lieu option under this Agreement means a lump sum for the balance of the notice period, plus termination payments as provided for in Article 45 (Termination Payments), payable as soon as possible, but not later than three (3) pay periods following acceptance of the pay-in-lieu option, in which case all salary and benefit entitlements which would have accrued to the employee from the last day worked to the layoff date are forfeited.

 - 14.3.4 Where the employee advises the employer of the acceptance of the pay-in-lieu option under Subsection 14.3.3 to ensure tax-effective treatment, the employer will comply subject to requirements at law. The Employer shall endeavour to phase in lump sum and severance payment over two (2) calendar years, if the employee so requests and if legislation permits. ✓

14.3.5 Where an employee accepts pay in lieu of notice pursuant to this Section, any further entitlements under this Agreement are forfeited save and except any rights under Article 45 (Termination Payments) and Section 14.4 (Separation Allowance) and/or paragraph 4 of Appendix A. The employee will be eligible to apply for restricted competitions from the last day of work until twenty-four (24) months from the date on which lay-off would otherwise have occurred.

14.3.6 Where an employee accepts pay in lieu of notice and is re-appointed to a position in the Ontario Public Service prior to the originally projected lay-off date, the employee will repay to the Ministry a sum of money equal to the amount paid for the period between the date of re-appointment and the original projected lay-off date. In addition, the employee will repay to the Ministry all monies, excluding tuition fees, received under Section 14.4 (Separation Allowance) and/or paragraph 4 of Appendix A. The employee's continuous service date, for all purposes except Article 45 (Termination Payments), shall be deemed to include both service up to the last day of active work and the accumulation of service after the date of re-appointment. The new service date for purposes of termination pay shall be the date on which the employee recommences work.

14.3.7 Where an employee who accepts pay in lieu of notice is appointed to a position in the Ontario Public Service after the originally projected lay-off date, and prior to the expiration of a further twenty-four (24) Months, the employee will pay to the Ministry all monies, excluding tuition fees, received under Section 14.4 (Separation Allowance) and/or paragraph 4 of Appendix A. The employee's continuous service date for all purposes except Article 45 (Termination Payments), shall be deemed to include both service up to the last day of active work and the accumulation of service after the date of reappointment. The new service date for purposes of termination pay shall be the date on which the employee recommences work.

14.4 SEPARATION ALLOWANCE

14.4.1 Where an employee resigns and his/her resignation takes effect within one (1) month after receiving surplus notice, he/she shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service to a maximum of twelve (12) weeks pay. On production of receipts from an approved educational program within twelve (12) months of resignation, the employee may be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000). An employee who resigns pursuant to this Section will not be eligible for any other entitlements under Article 14 (Employment Stability).

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14.4.2 Where an employee resigns later than one (1) month after receiving surplus notice, he/she shall be entitled to a separation allowance of four (4) weeks' salary, plus on production of receipts from an approved educational program within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty dollars (\$1,250). An employee who resigns pursuant to this section will not be eligible for any other entitlements under Article 14 (Employment Stability).

14.5 DISPLACEMENT

14.5.1 An employee who has completed his/her probationary period, who has received notice of lay-off pursuant to Section 14.3, and who has not been assigned to another position in accordance with the criteria of Section 14.6 shall have the right to displace an employee in the same ministry who shall be identified by the Employer in the following manner:

- (a) The Employer will identify the employee with the least seniority in the same classification and the same Ministry as the employee's surplus position. If such employee has less seniority than the surplus employee, he/she shall be displaced by the surplus employee provided that:
 - (i) such employee's headquarters is located within a forty (40) kilometre radius of the headquarters of the surplus employee; and
 - (ii) the surplus employee is qualified to perform the work of the identified employee.
- (b) If the surplus employee is not qualified to perform the work of the least senior employee identified under paragraph (a) above, the Employer will continue to identify, in reverse order of seniority, employees in the same classification and in the same ministry until a less senior employee is found within forty (40) kilometres of the Surplus employee's headquarters whose work the surplus employee is qualified to perform.
- (c) Failing displacement under paragraphs (a) or (b) above, the Employer will identify, in reverse order of seniority, employees in the classes in the same class series in descending order until an employee with less seniority is found in the same ministry within forty (40) kilometres of the surplus employee's headquarters. The identified employee shall be displaced by the surplus employee provided he/she is qualified to perform the work.

- (d) Failing displacement under paragraphs (a), (b) or (c) above, if the employee requests, the Employer will repeat the steps specified in paragraphs (a), (b) and (c) with respect to positions beyond a forty (40) kilometre radius of his/her headquarters. No relocation expenses will be paid.
- (e) No later than one (1) week following commencement of the notice period, the Employer will advise the surplus employee of the position into which he/she is eligible to displace.
- (f) The surplus employee must indicate in writing to the Ministry/Agency Director of Human Resources his/her intention to displace the employee identified pursuant to paragraph (a), (b), (c), or (d) above, as applicable. Written intention to displace must be received by the Ministry/Agency Director of Human Resources no later than one (1) week following the date the surplus employee received advice that he or she was eligible to displace an employee pursuant to Sub-section 14.5.1 (e) above.
- (g) An employee who does not indicate in writing to the Ministry/ Agency Director of Human Resources his/her intention to displace within the time period stipulated by Sub-section 14.5.1 (f) above shall be deemed to have given up his/her right to displace and opted for redeployment under Section 14.6.

14.5.2 The first employee who is displaced by an employee exercising his/her right to displace under Sub-section 14.5.1 will have displacement rights. The employee displaced by the first displaced employee will also have displacement rights, but the employee he/she subsequently displaces will not have any such right. ✓

14.5.3 An employee who is displaced by an employee who exercises his/her displacement right under this Section shall receive notice of lay-off or salary continuance, at the Employer's discretion. The displaced employee's notice period or salary continuance shall be for a six (6) month period.

14.5.4 Section 8.7 of Article 8 (Pay Administration) shall not apply where an employee displaces a less senior employee pursuant to Sub-section 14.5.1 (c) or (d), above, save and except that Section 8.7 (Red-circling) of Article 8 (Pay Administration) shall apply for the balance of the employee's notice period only. ✓

14.5.5 Except as provided in this Section, employees who are displaced will have full access to the provisions of Article 14 (Employment Stability).

14.6 REDEPLOYMENT

14.6.1 An employee who has received notice of lay-off in accordance with this Article shall be assigned to a position that becomes vacant in his/her ministry during his/her notice period provided that:

- (a) the vacant position is in the same classification as his/her position; and
- (b) the vacant position is within a forty (40) kilometre radius of his/her headquarters; and
- (c) he/she is minimally qualified to perform the job; this is defined as "the ability to do the job at entry level"; and
- (d) there is no other person who is qualified to perform the required duties, who has a greater length of continuous service and who is eligible for assignment to the vacancy either pursuant to this Section or Section 14.7 (Recall).

14.6.2 Where an employee has not been assigned under Sub-section 14.6.1, he/she shall be assigned to a position that becomes vacant in any Ministry provided the conditions outlined in Sub-section 14.6.1 (a),(b),(c) and (d) are satisfied.

14.6.3 With mutual consent, an employee who has not been assigned under Sub-sections 14.6.1 or 14.6.2 shall be assigned to a position that becomes vacant in his/her Ministry beyond a forty (40) kilometre radius of his/her headquarters provided the conditions outlined in Sub-section 14.6.1 (a),(c) and (d) are satisfied. Relocation expenses will not be paid.

14.6.4 With mutual consent, an employee who has not been assigned under Sub-sections 14.6.1, 14.6.2 or 14.6.3 shall be assigned to a position that becomes vacant in any ministry beyond a forty (40) kilometre radius of his/her headquarters provided the conditions outlined in Sub-section 14.6.1 (a),(c) and (d) are satisfied. Relocation expenses will not be paid.

14.6.5 If, in accordance with Sub-sections 14.6.3 or 14.6.4, an employee indicates that he/she is willing to be assigned to a position that becomes vacant in a specific location, beyond a forty (40) kilometre radius of his/her present headquarters and the employee is offered an assignment within a forty (40) kilometre radius of the requested location, refusal of the job offer will result in lay-off at the end of the notice period.

14.7 RECALL

14.7.1 A person who has been laid off is entitled to be assigned to a position that becomes vacant within twenty-four (24) months after his/her lay-off provided that:

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- (a) the vacant position is in the same classification as his/her former position; and
- (b) he/she is qualified to perform the required duties; and
- (c) there is no other person who is qualified to perform the required duties, who has a greater length of continuous service and who is eligible for assignment to the vacancy either pursuant to this Section or Section 14.6 (Redeployment).

14.7.2 Where a person who has been laid-off is reappointed under this Article, he/she shall be reappointed at a rate within the position's salary range equivalent to the rate at which he/she was paid immediately prior to lay-off.

14.7.3 Employees who are laid-off and subject to recall shall keep the Ministry/Agency Director of Human Resources informed of any change of address and/or telephone number. Such changes must be sent in writing.

14.7.4 Where a person who has been laid off is reappointed to a position under this Section, the Employer shall serve written notice of such reappointment to the person to the last address filed with the Employer. Written notice of reappointment shall be sent by certified mail or another means whereby receipt of such notice is confirmed by the deliverer. Laid-off employees reappointed under this Section must accept the notice of recall and report for duty within the time limits stipulated below:

- (a) the employee must accept the recall, in writing, within seven (7) days of receipt of written notice.
- (b) an employee accepting recall shall report for duty within two (2) weeks of receiving written notice thereof, or on such other date specified in the notice.

14.7.5 A person shall lose his/her rights to recall pursuant to this Section upon the earlier of:

- (a) the date he/she takes termination pay pursuant to Article 45 (Termination Payments) of this Agreement; or
- (b) the date he/she does not attend a recall interview when requested by the Employer; or
- (c) having accepted an appointment in accordance with Sub-section 14.7.1, he/she fails to report for duty on the date specified in Sub-section 14.7.4 (b) or
- (d) the date he/she does not accept an appointment in accordance with Sub-section 14.7.1; or
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24 (e) twenty-four (24) months after the date of his/her lay-off. ✓

14.7.6 A laid-off employee who applies for a vacancy advertised in accordance with Article 7 (Posting and Filling of Vacancies or New Positions) and who is subsequently appointed to that position shall lose his/her rights to recall pursuant to this Section.

14.7.7 Notwithstanding, Sub-sections 14.7.4 and 14.7.5, an employee who refuses a recall opportunity which is beyond a forty (40) km radius of his/her headquarters will still remain eligible for recall for the balance of their recall period and will not be penalized in any manner.

14.8 VOLUNTARY EXIT OPTION

14.8.1 Subject to the conditions outlined in this Section, an employee who has not received notice of lay-off may offer to be declared surplus and give up his/her job for possible redeployment of an employee who has received notice of lay-off within the previous two (2) week period, and whose position is in the same classification, the same ministry, and within a forty (40) kilometre radius of his/her headquarters.

14.8.2 An employee shall advise the Ministry/Agency Director of Human Resources, in writing, of his/her desire to make an offer referred to in Sub-section 14.8.1.

14.8.3 The position of an employee making an offer under Sub-section 14.8.1 will be considered to be a vacancy for redeployment of a surplus employee pursuant to Section 14.6 (Redeployment), provided the Employer determines the position will continue to be filled.

- 14.8.4 A non-surplus employee's offer to be declared surplus will not be acted upon by the Employer until such time as a surplus employee is assigned to his/her position in accordance with Section 14.6 (Redeployment).
- 14.8.5 For purposes of this Section, a surplus employee will be assigned to the non-surplus employee's position only if he/she is able to perform the normal requirements of the position without training.
- 14.8.6 Employees who qualify for an actuarially unreduced pension or who could qualify pursuant to paragraph 2 of Appendix A shall not be eligible to utilize the provisions of this Section.
- 14.8.7 Notwithstanding anything in any other provision of Article 14 (Employment Stability), the rights specified in this Section shall be exercised before any displacement or redeployment rights. Furthermore, where an employee is assigned to a position pursuant to this Section and such employee refuses the assignment, he/she forfeits any other rights under Article 14 (Employment Stability) and Appendix A.
- 14.9 CAREER TRANSITION SUPPORT
- 14.9.1 Surplus employees who do not take pay-in-lieu under Section 14.3, separation allowance under Section 14.4 or who do not displace under Section 14.5 will be provided with transition support which may include skills assessment, counselling and job search skills.
- 14.9.2 Time spent by the surplus employee in activities outlined in this Sub-section shall be with pay and no loss of credits.
- 14.10 TRAINING FOR A NEW JOB
- 14.10.1 Where, in accordance with Section 14.6 (Redeployment), the Employer determines there are no vacancies for which the employee is qualified to perform the work, and the employee has not been able to displace under Section 14.5 (Displacement) he/she may be assigned to a vacancy conditional upon meeting the qualifications after retraining during the notice period.
- 14.10.2 The need for employment-related retraining will be determined by the Employer in consultation with the employee and will only be provided to increase the likelihood of redeployment to an existing vacancy or one that the Employer has determined will arise and continue at the employee's ministry during his/her six month notice period.

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- 14.10.3 The Employer and the Association may consult on matters related to retraining programs linked to redeployment practices and procedures.
- 14.10.4 An employee will only be eligible for a conditional assignment where:
 - (i) the headquarters of the vacancy is within a forty (40) kilometre radius of the employee's headquarters; and
 - (ii) the vacancy is in the same classification or a classification with a lower maximum salary than the employee's classification; and
 - (iii) the vacancy is in the same Ministry.
- 14.10.5 If, at the end of retraining, the employee is qualified to perform the work of the vacancy to which he/she has been conditionally assigned, he/she will be appointed to that vacancy.
- 14.10.6 If, at the end of retraining, the employee is not qualified to perform the work of the vacancy to which he/she has been conditionally assigned, he/she will be laid off at the end of the notice period with rights of recall.
- 14.10.7 The assignment of an employee to a vacancy in accordance with Section 14.6 (Redeployment) or Section 14.7 (Recall) shall have priority over the assignment of a surplus employee under this Section.
- 14.10.8 Notwithstanding Sub-section 14.10.7 above, if an employee has already been conditionally assigned to a vacancy, a qualified surplus employee will not have the right to be assigned to that position.
- 14.10.9 Where an employee is appointed to a position in accordance with this Section, Section 8.7 of Article 8 (Pay Administration) shall not apply.
- 14.10.10 Time spent by the surplus employee in activities outlined in this Section shall be with pay and no loss of credits.
- 14.11 PROBATIONARY EMPLOYEES
 - 14.11.1 The Employer will extend to probationary employees the benefit of the job security provisions found in this Article, as follows:
 - (a) The probationary employee's "seniority" shall be calculated from the first day of his/her probationary period, including any service which is credited to the employee pursuant to Article 6.11.

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- (b) For the purposes of the application of Section 14.3, Section 14.6, Section 14.7 and Section 14.8 to probationary employees, the probationary employee's "continuous service" and "period of employment" shall be deemed to have commenced with his/her most recent actual period of employment.
- (c) The provisions of Section 14.5 (Displacement) of this Article shall not be applied to probationary employees nor shall they have the benefit of any rights arising pursuant to those sections.

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14.11.2 Nothing in this Article shall be deemed to be a recognition of "seniority" or "continuous service" in probationary employees as those terms appear in Article 15 (Seniority).

14.12 REDEPLOYMENT COMMIT-TEE.

14.12.1 Matters arising out of redeployment activities shall be referred to the Central PEGO Management Committee.

14.12.2 Under this Article, the Central PEGO Management Committee will consider employment transition issues, redeployment practices and the review of any disputes arising out of such activities.

14.13 TEMPORARY VACANCIES

14.13.1 Surplus employees shall be eligible for assignment into temporary assignments in their own Ministry in the last two (2) months of their notice. Such assignments are meant to provide additional employment opportunities for surplus employees prior to lay-off. Where more than one surplus employee matches the temporary assignment, the employee with greater seniority shall be offered the temporary assignment. It is understood that such assignment of a surplus employee to a temporary vacancy has priority over Article 8.12 (Temporary Assignments).

14.13.2 A surplus employee shall retain his or her status in the classified service and current salary entitlements while placed in a temporary assignment. Placement in a temporary assignment will not constitute a promotion for pay purposes. Subject to Sub-section 14.13.1, for placement into temporary assignments, the employer shall use the same criteria and rules as for assignment into vacancies under Section 14.6 (Redeployment).

- 14.13.3 An offer of a temporary assignment to a surplus employee must be in writing and must specify the duration of the temporary assignment. The surplus employee shall have three (3) working days in which to accept or reject the offer of a temporary assignment.
- 14.13.4 Surplus employees who are occupying a temporary assignment remain eligible for assignment to permanent vacancies in accordance with the provisions of Section 14.6 (Redeployment) throughout their temporary assignment, but shall not continue to be matched to other temporary assignments during the term of the temporary assignment; however, the original temporary assignment may be extended by a maximum of three (3) months.
- 14.13.5 Where an employee in a temporary assignment is assigned to a permanent vacancy, the reporting date to the permanent position shall be no later than one (1) month from the date of offer, unless otherwise mutually agreed upon with the employee, the Ministry with the permanent vacancy and the Ministry with the temporary assignment.
- 14.13.6 When a temporary assignment takes place, the employee shall not be unreasonably denied the opportunity to complete any portion of training already underway. Surplus employees who' refuse a temporary assignment shall continue to be considered for assignment into permanent vacancies for the duration of their surplus notice period, but not for further temporary assignments.
- 14.14 MONITORING AND REPORTING
- 14.14.1 There shall be central monitoring and reporting of vacancies with respect to the job registry and redeployment processes in accordance with Section 14.15 (Job Registry System).
- 14.14.2 The Employer agrees to share job registry and redeployment data with the Central PEGO Management Committee.
- 14.14.3 The Central PEGO Management Committee may establish standards and norms governing the review of qualifications and assessment of surplus employees.

4.15 JOB REGISTRY SYSTEM

4.15.1 The parties agree that an OPS-wide job registry system shall be developed by the Management Board Secretariat and shared with the Central PEGO Management Committee to track all funded classified vacancies as approved to be filled by the Employer. Such vacancies shall be reported by Ministries to Management Board Secretariat for inclusion in the registry. Names of surplus employees shall be reported by Ministries to Management Board Secretariat and the Association once an employee is given written notice of lay-off. Monitoring of the job registry and redeployment results will be reported to Management Board of Cabinet and Central PEGO Management Committee by the Management Board Secretariat on a quarterly basis.

14.16 ATTRITION

14.16.1 It is understood that attrition can be used effectively as a redeployment strategy. The employer agrees that, wherever possible, it will utilize attrition as a means of reducing the workforce.

14.17 VOLUNTARY LEAVES

14.17.1 In the spirit of cooperative attempts to create training and employment opportunities, the parties agree to the following full time unpaid leaves, which will be advertised widely to employees and granted subject to local operating requirements:

- (a) Extended Educational Leave: The Employer agrees to provide extended educational leave, without accumulation of credits, for periods of a minimum of one (1) school year.
- (b) Family Leave: An employee at his or her option shall be entitled to a leave-of-absence, without accumulation of credits, of up to one (1) year for care of a dependent person.

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14.18 GENERAL

14.18.1 It is understood that when it is necessary to assign a surplus employee to a vacant position in accordance with Section 14.6 (Redeployment) or recall a laid-off employee in accordance with Section 14.7 of this Article, the provisions of Article 7 (Posting and Filling of Vacancies or New Positions) shall not apply.

14.18.2 For purposes of Article 14 (Employment Stability), lay-off, means the same as release per Section 22(4) of the Public Service Act, Revised Statutes of Ontario, 1990, Chapter P.47, as amended.

ARTICLE 15 - SENIORITY

15.1 An employee's length of continuous service will accumulate upon completion of a probationary period of not more than nine (9) months and shall commence:

- (a) from the date of appointment to the Classified Service for those employees with no prior service in the Ontario Public Service; or
- (b) from the date established by adding the actual number of full-time weeks worked by a full-time unclassified employee during his/her full-time employment back to the first break in employment as defined by the Employment Standards Act; or
- (c) for a regular part-time civil servant, from January 1, 1984 or from the date on which he/she commenced a period of unbroken, part-time employment in the public service, immediately prior to appointment to a regular part-time position in the civil service, whichever is later.

"Unbroken service" is that which is not interrupted by separation from the public service; "full-time" is continuous employment as set out in the hours of work schedules for the appropriate classifications; and "part-time" is continuous employment in accordance with the hours of work specified in Article 9 (Hours of Work).

Any leaves-of-absence granted under Article 6.7 (Pregnancy and Parental Leave) shall be included in the calculation of length of continuous service.

15.2 Notwithstanding Section 15.1 above, where a regular part-time civil servant becomes a full-time civil servant, covered by Parts A (Working Conditions) and B (Employee Benefits) of the Agreement, any service as a regular part-time civil servant which forms part of his/her unbroken service in the classified service shall be calculated according to the following formula:

$$\frac{\text{Weekly Hours of Work as a Regular Part-time Civil Servant}}{\text{Full-time hours of work for class (weekly)}} \times \text{Years of Continuous Service as a Part-Time Civil Servant}$$

Changes in the employee's weekly hours of work shall be taken into account.

5.3 Where an employee has been released in accordance with Article 14 (Employment Stability) and rehired within two (2) years, the period of absence shall not be computed in determining the length of continuous service. However, periods of continuous service before and after such absence shall be considered continuous and are included in determining the length of continuous service.

5.4 Continuous service shall be deemed to have terminated if:

- (a) an employee resigns or retires; or
- (b) an employee is dismissed unless such dismissal is reversed through the grievance procedure; or
- (c) an employee is absent without leave in excess of ten (10) consecutive working days; or
- (d) an employee is released in accordance with Article 14 (Employment Stability) and remains released for more than two (2) years.

5.5 The Employer will provide the Association with an updated seniority list within one month of signing this agreement and every six (6) months thereafter.

ARTICLE 16 - GRIEVANCE PROCEDURE

6.1 It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

6.2.1 It is the mutual desire of the parties that complaints of employees be adjusted as quickly as possible and it is understood that if an employee has a complaint, the employee shall discuss it with the employee's immediate supervisor within thirty (30) days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the employee in order to give the immediate supervisor an opportunity of adjusting the complaint.

6.2.2 If any complaint or difference is not satisfactorily settled by the supervisor within seven (7) days of the discussion, it may be processed within an additional ten (10) days in the following manner:

STAGE ONE

- 16.3.1 The Association on behalf of the employee may file a grievance in writing with the employee's supervisor. The supervisor shall give the Association and the grievor their decision in writing within seven (7) days of the submission of the grievance.

STAGE TWO

- 16.3.2 If the grievance is not resolved under Stage One, the Association on behalf of the employee may submit the grievance to the Deputy Minister or his/her designee within ~~seven~~(7) days of the date that it received the decision under Stage One. In the event that no decision in writing is received in accordance with the specified time limits in Stage One, the Association may submit the grievance to the Deputy Minister or his/her designee within seven (7) days of the date that the supervisor was required to give the decision in writing in accordance with Stage One.
- 16.4.1 The Deputy Minister or his/her designee shall hold a meeting with the Association and the employee within fifteen (15) days of the receipt of the grievance and shall give the Association and the grievor their decision in writing within seven (7) days of the meeting.
- 16.4.2 If the Association is not satisfied with the decision of the Deputy Minister or his/her designee or if it does not receive the decision within the specified time the Association may apply to the Grievance Settlement Board for a hearing of the grievance within fifteen (15) days of the date it received the decision or within fifteen (15) days of the specified time limit for receiving the decision.
- 16.4.3 The employee, at his/her option, may be accompanied and represented by an employee representative at each stage of the grievance procedure. At the time formal discipline is imposed, an employee is entitled to be represented by an employee representative, and the Employer shall notify the employee of this right in advance.
- 16.4.4 An employee who is a grievor or complainant and who makes application, through the Association, for a hearing before the Grievance Settlement Board or the Ontario Labour Relations Board shall be allowed leave-of-absence with no loss of pay and with no loss of credits, if required to be in attendance by the Board or Tribunal. This Article shall also apply to pre-hearings, mediation/arbitration or mediation under auspices of the Grievance Settlement Board or Ontario Labour Relations Board.

- 16.4.5 An employee who has a grievance and is required to attend meetings at Stage One and Two of the grievance procedure shall be given time off with no loss of pay and with no loss of credits to attend such meetings.-
- 16.4.6 This section shall also apply to the Association Representative who is authorized to represent the grievor.
- 16.5 The Association shall advise the Directors of Human Resources of the affected Ministries with copies to the Management Board Secretariat, of the Association Representatives together with the areas they are authorized to represent, which list shall be updated at least every six (6) months.

LAYOFF

- 16.6 Where the Association on behalf of an employee files a grievance claiming improper layoff and the grievance is referred to the Grievance Settlement Board in accordance with Sub-section 16.4.2, the Association shall notify the Employer, in writing, at least three (3) weeks prior to the date established for the Board's hearing, of the title and location of the position which will be the subject matter of the claim before the Board,

DISMISSAL

- 16.7 Any employee other than a probationary employee who is dismissed shall be entitled to file a grievance at the second stage of the grievance procedure provided he/she does so within thirty (30) days of the date of the dismissal.

SEXUAL HARASSMENT

- 16.8 All employees covered by this Agreement have a right to freedom from harassment in the workplace because of sex by the Employer or agent of the Employer or by another employee. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

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- 16.8.1 Every employee covered by this Collective Agreement has a right to be free from,
 - (a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or

- (b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the employee.

16.8.2 The time limits set out in Sub-section 16.2.1 do not apply to complaints under this Article, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.

16.8.3 Where, at any time either before the making of a complaint or the filing of a grievance under this Article, the Employer establishes an investigation of the complaint, or the employee agrees to the establishment of such an investigation, pursuant to any staff relations policy or other procedure of the Employer, the time limits for the processing of the complaint or grievance under this Article suspended until the employee is given notice in writing of the results of the investigation.

16.8.4 Where a complaint under this Article is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral complaint or written grievance which is expressed in this Article to be presented to the supervisor may be presented directly to the Deputy Minister, or the Deputy Minister's designee, or any person appointed by the Deputy Minister specifically to deal with complaints or grievances under this provision. It is agreed that the designee assigned will not be a person who is the subject of the complaint giving rise to the grievance.

16.8.5 Where it appears to the Grievance Settlement Board that an employee who is a grievor under this Article has made a complaint under the Ontario Human Rights Code relating to the conduct which is the subject of the grievance, the Grievance Settlement Board may, as it sees fit, adjourn the grievance, stay the grievance, or dismiss the grievance.

16.8.6 An employee who makes a complaint under this Article may, be accompanied and represented by an employee representative at the time of the discussion of the complaint, at each stage of the grievance procedure, and in the course of any investigation established by the Employer under any staff relations policy.

GROUP GRIEVANCE

16.9 In the event that more than one employee is directly affected by one specific incident or circumstance and such employees would be entitled to grieve, a group grievance shall be presented in writing by the Association signed by such employees to the Employer at Stage Two, within the time limits as specified in this Article. Up to three (3) grievors of the group shall be entitled to be present at all stages unless otherwise mutually agreed.

The consolidation of group grievances across several branches, departments or ministries shall be discussed in accordance with Section 16.17 (Joint Review Process).

ASSOCIATION GRIEVANCE

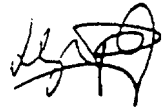
16.10 Where any difference between the Employer and the Association arises from the interpretation, application, administration or alleged contravention of the Agreement, the Association shall be entitled to file a grievance at the second stage of the grievance procedure provided it does so within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance.

16.10.1 Where the difference between the Employer and the Association involves more than one (1) Ministry, the Association shall be entitled to file a grievance with the Director, Employee Relations Branch provided it does so within sixty (60) days following the occurrence or origination of the circumstances giving rise to the grievance.

16.10.2 A submission of the grievance to the Director, Employee Relations Branch under this section shall be considered to be the second stage of the grievance procedure for the purpose of this Article. Association grievances shall be signed by the President or Vice-President. It is further agreed that no grievance processed under this Article shall be dealt with under the provisions of the expedited arbitration referred to hereunder except with the mutual agreement of the parties.

CLASSIFICATION GRIEVANCES

16.11.1 An employee who alleges that his or her position is improperly classified may discuss his or her claim with their immediate supervisor at any time, provided that such discussions shall not be taken into account in the application of the time limits set out in this Article. An employee, however, shall have the right to file a grievance in accordance with the grievance procedure, specifying in his or her grievance what classification is claimed.



16.11.2 A classification grievance as provided in Sub-section 16.11.1 which has not been resolved by the end of Stage 2 of this grievance procedure may be referred to the Central PEGO Management Committee provided in . Article 27 of this agreement, for final resolution. The Central PEGO Management Committee may decide on any grievance referred to it. Where the Parties on the Central PEGO Management Committee concur, their decision shall be binding on the Parties and any affected employee. Where the Parties do not concur, the matter shall remain unresolved unless and until concurrence is reached.

16.11.3 The Employer upon written request by the employee or by the Association shall make available information and provide copies of all documents which are relevant to the grievance.

GENERAL

16.12.1 Where a grievance is not processed within the time allowed or has not been processed by the employee or the Association within the time period prescribed it shall be deemed to have been withdrawn.

16.12.2 In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.

16.12.3 The time limits contained in this Article may be extended by agreement of the parties in writing.

16.12.4.1 The parties agree that principles of full disclosure of issues in dispute as alleged by a grievance advanced by the Association on behalf of a member or members, or the Association itself, and full disclosure of facts relied upon by management in a decision that is subject to a grievance are key elements in amicable and expeditious dispute resolution processes.

16.12.4.2 The parties agree that at the earliest stage of the grievance procedure, either party upon request is entitled to receive from the other, full disclosure.

16.13 The Grievance Settlement Board shall have no jurisdiction to alter, change, amend or enlarge any provision of the Collective Agreement.

DISCIPLINARY RECORD

16.14 ⁹ Any letter of reprimand, suspension or other sanction will be removed from the record/files of an employee three (3) years following the receipt of such a letter, suspension or other sanction provided that the employee's record/files have been clear of similar offenses for the past three (3) years.

EXPEDITED ARBITRATION

- 16.15.1 Notwithstanding the provisions of this Article and the Crown Employees Collective Bargaining Act (CECBA), regarding the arbitration procedure, the parties agree to the following process for expediting the hearing and decisions of certain grievances referred to arbitration. It is also agreed that the full arbitration procedure and rights outlined in CECBA will apply, subject to the following..
- 16.15.2 Any grievance, including outstanding grievances where a hearing has not commenced, may be referred to an expedited hearing, upon thirty (30) days notice to the other party.
- 16.15.3 On the request of either party as defined in Sub-section 16.15.2, the Grievance Settlement Board shall appoint a settlement officer to endeavour to effect a settlement before the arbitrator or board of arbitration appointed under this Article begins to hear the matter in dispute. However, no such appointment of a settlement officer shall be made if the other party objects.
- 16.15.4 The arbitrator or board of arbitration, as the case may be, shall commence the hearing in accordance with the pre-arranged schedule the parties (as represented by the Association and Management Board) develop to support the implementation of this Article..
- 16.15.5 The parties (as represented by the Association and Management Board) shall advise the Grievance Settlement Board of the names of arbitrators acceptable to both parties for purposes of conducting expedited hearings under this Article. Such list shall come from the roster of Order-in-Council appointees in use at the Grievance Settlement Board.

MEDIATION/ARBITRATION PROCESS

- 16.16.1 Notwithstanding the grievance procedure in this collective agreement, the parties to the collective agreement may, at any time, agree to refer one or more grievances under the collective agreement to a single mediator-arbitrator for the purpose of resolving the grievances in an expeditious and informal manner.
- 16.16.2 The parties shall not refer a grievance to a mediator-arbitrator unless they have agreed upon the nature of any issues in dispute.
- 16.16.3 A mediator-arbitrator appointed under the above Article shall begin proceedings within forty-five (45) days of referral to mediation-arbitration, unless a later date is agreed to by the parties.

- 16.16.4 The mediator-arbitrator may adopt such procedures as are necessary to allow an expeditious resolution of the issue(s) in dispute. Decisions by a mediator-arbitrator may be made in such a manner as the mediator-arbitrator chooses, however, a written decision shall be made at request of either party.
- 16.16.5 In every such case the arbitrator shall issue a brief written decision no later than twenty (20) days from the date of the hearing.

JOINT REVIEW PROCESS (JRP)

- 16.17.1 The parties agree that any dispute arising out of Sub-section 16.12.4.1 shall be referred to the Joint Review Process (JRP). Should the matter not be resolved at that level, it shall proceed within fifteen (15) days to an available mediator-arbitrator drawn from a list of agreed upon mediator-arbitrators. The parties agree that the standard to be used by the mediator-arbitrator shall be arguable relevance. The burden of proof in this Article will rest with the party asserting the need for the information. Any such hearing on issues referred to a mediator-arbitrator under this Article, shall be limited to hearings of no more than one (1) day.
- 16.17.2 The Joint Review Process (JRP) is an integral part of the dispute resolution mechanism. The parties agree to meet in such process for the following reasons:

- review of such cases as the parties choose prior to submission to arbitration
- consolidation of cases, where applicable, with agreement in advance as to application of an award on similar issues, subject to the right of the parties to seek judicial review of any award
- review Arbitration Awards as deemed necessary to determine application
- any other mutually acceptable reason.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

- 17.1 No employee shall be disciplined or discharged without just cause.
- 17.2.1 The Employer's right to discipline or dismiss is subject to the right of an employee to grieve such action.
- 17.2.2 For greater certainty, it is understood that nothing in Sub-section 17.2.1 confers on a probationary employee any right to grieve or arbitrate his or her dismissal.

17.3 Upon written request, each employee shall have access to his/her personnel file.

ARTICLE 18 -JOB SHARING

18.1 Job sharing can occur where there is agreement between the employees who wish to job share, the Association, and the Employer.

18.2 It is agreed that job sharing results from two employees sharing a full time ~~classified~~ position and as such the position shall continue to be identified as a full time classified position.

18.3 Employees in a job sharing arrangement must share the same classification.

18.4 The sharing of the hours of work shall be determined by the parties to the sharing agreement but in no case shall one employee work less than fourteen (14) hours per week.

18.5 Where applicable, employees in a job sharing arrangement shall have their benefits prorated in accordance with the hours of work,

18.6 In the event that one employee in the job sharing arrangement leaves that arrangement on a permanent basis for any reason the remaining employee would first be offered the opportunity to assume the position on a full time basis.

18.7 If the remaining employee declines the full-time opportunity, the position may be posted and advertised as a job-sharing vacancy, subject to the provisions of this agreement.

18.8 Failing successful filling of the job sharing position, the remaining employee shall be offered a further opportunity to assume the position on a full-time basis.

18.9 If the remaining employee still declines this opportunity, the position would continue to exist as a full-time position and the Employer may fill the balance of hours through temporary measures, if required.

18.10 The Employer undertakes to notify the Association of all job sharing arrangements.

ARTICLE 19 - LEAVE FOR ASSOCIATION ACTIVITIES

19.1 ⁶³₁₅ Upon at least fourteen (14) days written notice by the Association, leave-of-absence without pay but with no loss of credits shall be granted for not more than four (4) days in a calendar year, for each employee selected by the Association to attend to Association business including conferences, provincial committee meetings, and for the purpose of attending the Annual General Meeting.

19.2 ⁶³₁₅ Leave-of-absence with no loss of pay and with no loss of credits shall be granted to a member of the Association who participates in negotiations mediation or arbitration, up to a release of a conciliation "no board" report or the release of the report of a conciliation board, provided that not more than seven (7) employees at any one time shall be permitted such leave for any one set of negotiations. Leave-of-absence granted under this sub-section shall include reasonable travel time.

19.3 Members of the Association granted leave-of-absence under Section 19.2 shall also be granted reasonable time off to attend Association bargaining team caucus sessions held immediately prior to such negotiations, mediation or arbitration. The leave under this Section shall be with pay and without loss of credits and reimbursement to the ministry shall include wages plus an amount of twenty percent (20%) in lieu of benefits costs and other Employer contributions.

19.4 Leave-of-absence with no loss of pay and with no loss of credits shall be granted to a member of the Association who participates in any meetings held between the Parties pursuant to this Agreement. Leave-of-absence granted under this section shall include reasonable travel time.

ARTICLE 20 - LEAVES OF ABSENCE

SPECIAL AND COMPASIONATE LEAVE

20.1 A Deputy Minister or his/her designee may grant an employee leave-of-absence with pay for not more than three (3) days in a year upon special or compassionate grounds. The granting of leave under this Article shall not be dependent upon or charged against accumulated credits.

LEAVE WITHOUT PAY

20.2 ⁶³₁₅ An employee may request a leave-of-absence without pay and without accumulation of credits. A Deputy Minister shall not unreasonably deny such requests.

ARTICLE 21 - BEREAVEMENT LEAVE

- 21.1 A full-time employee shall be allowed up to three (3) working days and a part-time employee shall be allowed up to three (3) consecutive days leave of absence with pay in the event of the death of a spouse, mother, father, mother-in-law, father-in-law, son, daughter, stepson, step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.
- 21.2 An employee who would otherwise have been at work is entitled to one (1) day leave of absence with pay in the event of the death of the employee's aunt, uncle, niece or nephew.
- 21.3 In addition to the foregoing, an employee shall be allowed up to two (2) days leave-of-absence without pay to attend the funeral of a relative listed in Sections 21.1 and 21.2 above if the location of the funeral is greater than eight hundred kilometres (800 km) from the employee's residence.

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ARTICLE 22 - JURY OR WITNESS DUTY LEAVE

- 22.1 Where an employee is absent by reason of a summons to serve as a juror or a subpoena to appear as a witness, the employee may at his or her option,
 - (a) treat the absence as leave without pay and retain any fee he or she receives as a juror or as a witness; or
 - (b) deduct the period of absence from his or her vacation credits or accumulated credits or both and retain any fee he or she receives as a juror or as a witness; or
 - (c) treat the absence as leave with pay and pay to the Minister of Finance any fee he or she has received as a juror or as a witness.

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ARTICLE 23 - LEAVE FOR TAKING OTHER EMPLOYMENT - FOREIGN, INTERGOVERNMENTAL

- 23.1 In this section, "leave of absence" means a leave of absence for the purpose of undertaking employment under the auspices of the Government of Canada or other public agency or in the private sector.
- 23.2 A Deputy Minister may grant to an employee of his or her Ministry leave of absence with pay for a period of not more than two (2) years and, if the leave was granted for less than two (2) years, may extend it from time to time, provided the total period of the absence is not more than two (2) years.

23.3 A Deputy Minister, with the approval of the Secretary of Management Board of Cabinet, may grant to an employee of his or her Ministry leave of absence with pay for a period of not more than five (5) years and, if the leave was granted for less than five (5) years,, the Deputy Minister, with the approval of the Secretary of Management Board of Cabinet, may extend it from time to time, provided the total period of the absence IS not more than five (5) years.

23.4 Where a leave of absence was originally granted under Section 23.2, the Deputy Minister, with the approval of the Secretary of Management Board of Cabinet, may extend it from time to time provided the total period of absence does not exceed five (5) years.

23.5 A Deputy Minister may grant to an employee of his or her Ministry leave of absence without pay and without accumulation of credits for a period of not more than two (2) years and, if the leave was granted for less than two (2) years, may extend it from time to time, provided the total period of the absence is not more than two (2) years.

23.6 A Deputy Minister, with the approval of the Secretary of Management Board of Cabinet, may grant to an employee of his or her Ministry leave of absence without pay and without accumulation of credits for a period of not more than five (5) years and, if the original leave was for less than five (5) years, the Deputy Minister, with the approval of the Secretary of Management Board of Cabinet, may extend it from time to time, provided the total period of the absence is not more than five (5) years.

23.7 Where a leave of absence was originally granted under Section 23.5, the Deputy Minister, with the approval of the Secretary of Management Board of Cabinet, may extend the leave of absence from time to time, provided the total period of absence does not exceed five (5) years.

23.8 Where leave of absence with pay is granted,

- (a) the employee is entitled to the same sick leave benefits and vacation credits to which the employee would be entitled if the employee had not taken the leave of absence;
- (b) the employee shall submit regular personal attendance reports; and
- (c) the employing agency shall reimburse the Minister of Finance,
 - (i) for the salary of the employee, and
 - (ii) for contributions made by the Government of Ontario on behalf of the employee in respect of the Public Service Pension Act, the Public Service Superannuation Act (R.S.O. 1980, c.419), the Superannuation Adjustment Benefits Act (R.S.O. 1980, c.490), the Canada Pension Plan and the Unemployment Insurance Act (Canada) and group insurance plans.

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23.9 Where leave of absence without pay and without accumulation of credits is granted, the employee, at the employee's option, may continue to participate in the group insurance plans in which the employee would have participated if the employee had not taken the leave of absence if the employee pays the full premiums for the coverage under the plans.

ARTICLE 24 - MILITARY LEAVE

24.1 A Deputy Minister may grant leave-of-absence for not more than one (1) week with pay and not more than one (1) week without pay in a fiscal year to an employee in his/her Ministry for the purpose of Canadian Forces Reserve training.

ARTICLE 25 - SPECIAL AND COMPASSIONATE LEAVE

25.1 Leave of absence with pay may be granted for special or compassionate purposes to an employee for a period of,

- (a) not more than six (6) months with the approval of his or her Deputy Minister
- (b) over six (6) months upon the certificate of the Commission and with the approval of the Lieutenant Governor in Council.

25.2 No employee shall absent himself or herself from duty on a leave of absence provided for in this section unless he or she has previously obtained the authorization required by this Article.

25.3 An application for leave of absence under this Article shall be in writing and shall set out the reasons for the leave of absence.

ARTICLE 26 - INFORMATION TO NEW EMPLOYEES

26.1 A newly hired employee shall be informed in writing whether his/her position is within the bargaining unit, the name and address of the bargaining agent and the name and work location of the local Association delegate.

26.2 The Employer shall make sufficient copies of the Collective Agreement available to the Association within the ministries to ensure that all employees have access to the Collective Agreement. The Association shall distribute the copies to its members and the costs of duplication shall be shared equally between the Employer and the Association.

ARTICLE 27 - PEGO MANAGEMENT COMMITTEE

- 27.1 It is agreed that a Central PEGO- Management Committee between the Employer and the Association shall be formed and that the mandate of the committee shall be to consult and communicate upon matters of mutual concern.
- 27.2 The composition of the committee shall be four (4) representatives of the Employer and four (4) representatives of the Association.
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 - 27.3 The committee shall meet at least four (4) times per year, or more frequently as required.
- 27.4 There shall be one (1) Ministry committee in the Ministry of Transportation and one (1) committee to cover Ministry of Environment and Energy and Ontario Clean Water Agency. Such Ministry committees shall be composed of at least two (2) representatives of the Employer and two (2) representatives of the Association.
- 27.5 Ministry committees shall meet at least twice a year.
- 27.6 Matters not resolved at the Ministry committees shall be forwarded to the Central committee.
- 27.7 Attendance at committees shall be considered normal paid duty.

ARTICLE 28 - NO STRIKES OR LOCKOUTS

- 28.1 There shall be no strikes or lock-outs so long as this agreement continues to operate.
- 28.2 The term "strike" and "lock-out" will bear the meanings as defined in The Labour Relations Act.

ARTICLE 29 - RELOCATION EXPENSES

- 29.1 Relocation expenses shall be paid in accordance with the provisions of the Employer's policy.



ARTICLE 30 -SELF FUNDED LEAVE

- 30.1 An employee may apply to participate in the self funded leave plan as permitted under the Income Tax Act (Canada) in order to defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least one (1) year and not more than four (4) years.
- 30.2 The funds being deferred will be held in a trust account with the financial institution the Employer selects, with interest being paid annually. The funds will be paid out to the employee on a monthly or lump sum basis during the leave of absence.
- 30.3 Notwithstanding Article 32.5 (Coverage of LOA without pay), during the leave the employee's insured benefits will be continued where the employee continues to pay for his/her portion.
- 30.4 On return from the leave, an employee shall return to the position held immediately prior to going on leave and shall be paid at the relative position within the salary range that he/she had attained when the leave commenced. If the position no longer exists, the employee shall be assigned to a position at the same class and level.
- 30.5 Details of the self funded leave are contained in the information booklet described in Article 32.9.

ARTICLE 31 - CLASSIFICATION

- 31.1 Any classification issues between the Parties including the resolution of classification grievances shall be referred to the Central PEGO Management Committee described in Article 27 (PEGO Management Committee). The procedures for resolving classification grievances shall be in accordance with that stated under Article 16.11 (Classification Grievances) .

PART B EMPLOYEE BENEFITS

ARTICLE 32 - GROUP INSURANCE PLANS

32.1 The Employer shall provide employees with the following benefits, and it is recognized that they may enter into agreements with insurance underwriters in order to do so:

1. A Supplementary Life Insurance Plan.
2. A Dependents' Life Insurance Plan.
3. A Basic Life Insurance Plan.
4. A Long Term Income Protection Plan.
5. A Supplementary Health and Hospital Insurance Plan.
6. A Dental Insurance Plan.

32.2 Employees will be insured for Supplementary and Dependent Life (when elected), Basic Life, Long Term Income Protection, Supplementary Health and Hospital benefits, and the Dental Plan effective the first day of the month immediately following two (2) months' continuous service.

32.3 (a) During leaves-of-absence with pay including vacation, WCB, and short-term sickness full benefit coverage will continue. The Employer will continue to pay the premiums otherwise payable by the Employer for the group insurance coverage and the employee will continue to pay the premiums for the group insurance coverage that the employee was paying immediately before the leave.

(b) During pregnancy and parental leave, an employee who participates in the group insurance coverage related to his or her service with the Employer may continue that participation unless he or she elects in writing not to do so. Unless an employee gives the Employer this written notice, the Employer shall continue to pay the premiums for the group insurance coverage that the Employer was paying immediately before the employee's pregnancy leave or parental leave and the employee shall continue to pay the premiums for the group insurance coverage that the employee was paying immediately before the leave.

32.4 During leaves-of-absence without pay of less than one (1) calendar month, full benefits coverage will continue.

- 32.5 Except as provided in Sections 3(a), 3(b) and 4 above, the group insurance coverage referred to in Section 32.1 shall not be provided for an employee during a leave of absence without pay except to the extent that the employee arranges through the payroll or personnel branch of his or her Ministry to pay the amount of the full premium for any of the coverages that the employee chooses to have continued during the leave and pays the amount at least one week before the first of each month during the leave of absence.
- 32.6 Within a reasonable time after granting a leave of absence without pay to an employee, the Employer shall inform the employee that group insurance coverages during the leave of absence will continue only in accordance with Section 32.5.
- 32.7 Except as stated in this part of the agreement, the benefits provided to employees under the group insurance coverages shall be those set out in the agreements made with the insurance underwriters.
- 32.8 There is a thirty-one (31) day grace period following termination during which the insurance remains in force for Basic, Supplementary and Dependent Life Insurance.
- 32.9 The Employer shall make available to employees an information booklet with periodic updates, when necessary, within a reasonable period of time following the signing of a new collective agreement or following major alterations to the Plans.

ARTICLE 33 - BASIC LIFE INSURANCE

- 33.1.1 The Basic Life Insurance Plan shall provide life insurance coverage equal to one hundred percent (100%) of the annual salary of the employee, and such coverage shall not be less than ten thousand dollars (\$10,000) for a full-time employee and five thousand dollars (\$5,000) for a part-time employee.
- 33.1.2 The premium for the Basic Life Insurance Plan coverage shall be paid by the Employer.
- 33.2 Where an employee on LTIP is continuously disabled for a period exceeding six (6) months, the Employer will continue to pay monthly premiums on behalf of the employee until the earliest of recovery, death, or the end of the month in which the employee reaches age sixty-five (65). Any premiums paid by the employee for this coverage between the date of disability and the date this provision comes into force shall be refunded to the employee.

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ARTICLE 34 - SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE

34.1 The Supplementary Life Insurance Plan shall provide additional group life insurance coverage equal to the annual salary, twice the annual salary or three times the annual salary, at the choice of the employee, for those employees who choose to participate in the Plan.

34.2 An employee who participates in the Supplementary Life Insurance Plan shall pay the premium for his or her insurance coverage in the Plan.

34.3 The Dependents' Life Insurance Plan shall provide, in respect of each employee who chooses to participate in the Plan, life insurance coverage of,

- (a) one thousand dollars (\$1,000) for the spouse of the employee and five hundred dollars (\$500) for each child of the employee; or
- (b) two thousand dollars (\$2,000) for the spouse of the employee and one thousand dollars (\$1,000) for each child of the employee

whichever coverage the employee chooses.

34.4 In Section 34.3, "child" means,

- (a) an unmarried child who is under twenty-one (21) years of age;
- (b) a child who is twenty-one (21) years of age or older but not yet twenty-five (25) years of age and in full time attendance at an education institution or on vacation therefrom; or
- (d) a child who is twenty-one (21) years of age or older and who is mentally or physically infirm and dependent on the employee.

34.5 *76 D)* ✓ An employee who participates in the Dependents' Life Insurance Plan shall pay the premiums for the insurance coverage provided to the employee in the Plan.

ARTICLE 35 - LONG TERM INCOME PROTECTION

35.1 The Long Term income Protection Plan shall provide sixty-six and two thirds percent (~~66~~⁶⁶ $\frac{2}{3}$ %) of the regular salary of an employee who participates in the Plan and who,

- (a) is totally disabled;

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- (b) is under the care of or is receiving treatment from a legally qualified medical practitioner; and
- (c) is not, except for the purpose of rehabilitation, engaged in any occupation or employment for which he or she receives a wage or profit,

commencing immediately after a qualifying period of six (6) continuous months of total disability and continuing until the earliest of,

- (d) termination of the total disability;
- (e) death; or
- (f) the end of the month in which the employee attains the age of sixty-five (65) years.

35.2 The insurance coverage mentioned in Section 35.1 of sixty-six and two thirds percent (66 $\frac{2}{3}$ %) of the regular salary of an employee,

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- (a) shall be calculated with reference to the last regular salary of the employee including any retroactive salary to which the employee is entitled before the qualifying period mentioned in Section 35.1; and
- (b) shall be reduced by an amount equal to the total of the other disability and retirement benefits payable to the employee under any other plans to which the employer contributes excluding payments under the Workers' Compensation Act for an unrelated disability, and by fifty percent (50%) of any rehabilitation earnings of the employee.

35.3 Effective January 1, 1992, the LTIP benefit will be increased for each employee as set out below:

| <u>Year in which employee commenced to receive LTIP benefit</u> | <u>Monthly Amount</u> |
|---|-----------------------|
| 1975 | \$425.00 |
| 1976 | 365.00 |
| 1977 | 350.00 |
| 1978 | 270.00 |
| 1979 | 200.00 |
| 1980 | 115.00 |
| 1981 | 75.00 |
| 1982 | 45.00 |
| 1983 | 40.00 |
| 1984 | 35.00 |

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Effective December 31, 1993, the monthly payment of LTIP shall be increased by up to two percent (2%) on an annual basis, based on the Ontario Consumer Price Index (CPI).

35.4 Every employee who is appointed to the civil service on or after the 1 st day of March, 1971 shall participate in the Plan.

35.5 An employee who was appointed to the civil service before the 1 st day of March, 1971,

(a) where the employee was participating in the Plan on the 19th day of December, 1975, is entitled to continue to participate in the Plan or to cease participating in the Plan; or

(b) where the employee was not participating in the Plan on the 19th day of December, 1975 is, upon producing evidence of medical eligibility satisfactory to the insurer under the Plan, entitled to participate in the Plan, and is thereafter entitled to cease participating in the Plan.

35.6 Effective the 1 st day of November, 1975, the Employer shall pay eighty five percent (85%) of the premium costs for every employee who participates in the Plan and the employee shall pay the balance of the premium costs through payroll deduction.

35.7 In this section,

“Plan” means the Long Term Income Protection Plan;

“rehabilitation earnings” means earnings for employment following directly after a period of total disability during which the employee is not fully recovered from the disability;

“total disability” means,

- (a) during the qualifying period and the first twenty-four (24) months of the period in respect of which benefits may be paid, the continuous inability of the employee, as the result of sickness or injury, to perform the essential duties of the employee’s normal occupation, and
- (b) during the balance of the period in respect of which benefits may be paid, the inability of the employee, as the result of sickness or injury, to perform the essential duties of any gainful occupation for which the employee is reasonably fitted by education, training or experience,

and “totally disabled” has a corresponding meaning.

5.8 Where the Employer is paying all or part of the premiums for an employee who participates in one or more of the plans referred to in Article 32 (Group insurance Plans) and the employee receives benefits under the Long Term Income Protection Plan, the Employer shall continue the premium payments for the period in respect of which the employee is receiving the benefits.

5.9 Long Term Income Protection coverage will terminate at the end of the calendar month in which an employee ceases to be a civil servant. If the employee is totally disabled on the date his or her insurance terminates, he/she shall continue to be insured for that disability.

5.10 If, within three (3) months after benefits from the L.T.I.P. plan have ceased an employee has a recurrence of a disability due to the same or related cause, the L.T.I.P. benefit approved for the original disability will be reinstated immediately.

ARTICLE 36 - SUPPLEMENTARY HEALTH AND HOSPITAL

6.1 The Supplementary Health and Hospital Insurance Plan shall provide to every employee who joins the plan,

- (a) reimbursement for ninety percent (90%) of the cost of drugs and medicine dispensed by a legally qualified medical practitioner or by a pharmacist within the meaning of Part VI of the Health Disciplines Act on the written prescription of a legally qualified medical practitioner;

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- (b) reimbursement for charges for private or semi-private room hospital care made by a hospital within the meaning of the Public Hospitals Act or by a hospital that is licensed or approved by the governing body in the jurisdiction in which the hospital is located not exceeding seventy-five dollars (\$75) above the charge by the hospital for standard ward room hospital care for each day on or after the 1 st day of January, 1992, to every employee;
- (c) charges incurred for out-of-hospital services of a legally licensed Chiropractor, Osteopath, Chiropodist, Podiatrist, Naturopath, Speech Therapist, Masseur or Physiotherapist who renders a service within the scope of his/her licence, to a maximum of twelve dollars (\$12) per visit for each visit not subsidized by OHIP;
- (d) charges for the services of a psychologist up to sixteen dollars (\$16) per half-hour for individual psychotherapy and/or testing and twelve dollars (\$12) per visit for all other visits;
- (e) such other health and hospital expenses as result from treatment and services recommended or approved by a legally qualified medical practitioner as may be provided by the Plan.

Except as stated in this part, the benefits provided to employees under the group insurance coverages shall be those set out in the agreements made with the insurance underwriters.

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The Employer shall pay,

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- (a) the premiums for every full-time employee who joins the Supplementary Health and Hospital Insurance Plan; and
- (b) forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%) or eighty percent (80%) of the premiums for every part-time employee who joins the Supplementary Health and Hospital Insurance Plan, whichever percentage is closest to the relation that the employee's regularly scheduled hours of work bear to full employment, and the employee shall pay the balance of the premium through payroll deduction.

36.3

An employee may elect to participate in the Supplementary Health and Hospital Insurance Plan,

- (a) on appointment;
- (b) in December of any year, for coverage commencing on the 1 st day of January next following, if the employee has satisfied the waiting period of the Plan and the employee,
 - (i) did not join the Plan on appointment, or
 - (ii) previously opted out of the Plan;

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(c) on providing evidence that similar coverage available to the employee under the plan of another person has been terminated, for coverage commencing on the 1 st day of the month coinciding with or following the presentation of the evidence.

36.4 An employee may elect in December of any year to opt out of the Supplementary Health and Hospital Insurance Plan and coverage shall cease at the end of that month.

36.5 The Supplementary Health and Hospital Insurance Plan shall provide for the cost of,

(a) vision care, to a maximum of two hundred dollars (\$200) every twenty-four (24) months per person, as of the 1st day of January, 1992, to every employee who elects to participate in the Plan's additional coverage for vision care and hearing aids; and

(b) purchase and repair, other than the replacement of a battery, of a hearing aid to a maximum of two hundred dollars (\$200) per person.

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36.6 The additional coverage under Section 36.5 shall be subject to a deductible amount in each calendar year of ten dollars (\$10) for an employee with single coverage and ten dollars (\$10) per person to a maximum of twenty dollars (\$20) for an employee with family coverage.

36.7 For the additional coverage under Section 36.5, the employer shall pay,

(a) sixty percent (60%) of the premiums for each participating full-time employee; and

(b) sixty percent (60%) of the percentage of the monthly premiums which apply in subsection 36.2(b) for each participating part-time employee,

and the employee shall pay the balance of the premiums through payroll deduction.,

36.8 In this section,

“optometrist” means a person licensed under Part V of the Health Disciplines Act to engage in the practice of optometry;

“physician” means a person licensed under Part III of the Health Disciplines Act to engage in the practice of medicine;

“vision care” means eyeglasses, frames and lenses for eyeglasses and contact lenses prescribed by a physician or an optometrist, and includes the fitting of such eyeglasses, frames, lenses and contact lenses, but does not include eyeglasses for cosmetic purposes or sunglasses.

ARTICLE 37 - DENTAL PLAN

- 37.1 The Dental Insurance Plan shall provide to every employee who elects to participate, reimbursement of,
- (a) eighty-five per cent (85%) of the cost of basic dental services, endodontics services, periodontic services and repair or maintenance services for existing dentures or bridges specified by the Plan but not to exceed eighty-five per cent (85%) of the fees set out in the Ontario Dental Association schedule of fees for general practitioners in effect when the expense is incurred;
 - (b) fifty percent (50%) of the cost of new dentures specified by the Plan to a maximum of fifty percent (50%) of the fees therefor set out in the Ontario Dental Association schedule of fees in effect when the expense is incurred, provided that the maximum amount of reimbursement under this clause in respect of the claims of any one of the employee, the employee’s spouse and the dependent children of the employee shall not exceed three thousand dollars (\$3,000);
 - (c) fifty percent (50%) of the cost of orthodontic services specified by the Plan and provided to unmarried dependent children of the employee over the age of six (6) years and under the age of nineteen (19) years to a maximum of fifty percent (50%) of the fees therefor set out in the Ontario Dental Association schedule of fees in effect when the expense is incurred, provided that the maximum amount of reimbursement under this clause shall not exceed three thousand dollars (\$3,000); and
 - (d) fifty percent (50%) of the cost of crowns, bridgework and other major restorative services specified by the Plan to a maximum of fifty percent (50%) of the fees therefor set out in the Ontario Dental Association schedule of fees in effect when the expense is incurred, provided that the maximum amount of reimbursement under this clause in respect of the claims in a year of any one of the employee, the employee’s spouse and the dependent children of the employee shall not exceed two thousand. dollars (\$2,000).

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17.2 The Employer shall pay,

- (a) the premiums for every full-time employee who joins the Dental Insurance Plan; and
- (b) forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%) or eighty percent (80%) of the premiums of the Dental Insurance Plan for every part-time employee who joins the Plan, whichever percentage is closest to the relation that the employee's regularly scheduled hours of work bear to full employment and the employee shall pay the balance of the premium through payroll deduction.

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17.3 An employee may elect to participate in the Dental Insurance Plan,

- (a) on appointment; or
- (b) in December of any year for coverage commencing on the 1 st day of January next following, if the employee has satisfied the waiting period of the Plan and the employee,
 - (i) did not join the Plan on appointment, or
 - (ii) previously opted out of the plan; or
- (c) *on providing* evidence that similar coverage available to the employee under the plan of another person has been terminated, for coverage commencing on the 1st day of the month coinciding with or next following the presentation of the evidence.

17.4 An employee may elect in December of any year to opt out of the Dental Insurance Plan and coverage shall cease at the end of that month.

ARTICLE 38 - VACATION

- 18.1 (a) Effective the 1 st day of January, 1992, a full-time employee is entitled to vacation credits at the rate of,
 - (i) one and a quarter (1 1/4) days per month during the first eight (8) years of continuous service;
 - (ii) one and two thirds (1 2/3) days per month after eight (8) years of continuous service;
 - (iii) two and one twelfth (2 1/12) days per month after fifteen (15) years of continuous service; and

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(iv) two and a half (2 1/2) days per month after twenty-six (26) years of continuous service.

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(b) A part-time employee is entitled to a pro-rated portion of the vacation credits shown in Section 38.1 (a) based on the ratio that the employee's regularly scheduled hours of work bear to full employment.

38.2 An employee is entitled to vacation credits under Section 38.1 in respect of a month or part thereof in which the employee is at work or on leave of absence with pay.

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38.3 Where an employee has completed twenty-five (25) years of continuous service in the public service, there shall be added to the employee's accumulated vacation, on that occasion only,

- (a) for a full-time employee, five (5) days vacation; and
- (b) for a part-time employee, that portion of five (5) days vacation equal to the portion the employee's regularly scheduled hours of work bear to full employment.

38.4 An employee is not entitled to vacation credits,

- (a) in respect of a whole month in which he or she is on leave of absence without pay except for pregnancy or parental leave;
- (b) in respect of a whole month in which he or she receives benefits under the Long Term Income Protection Plan;

38.5 Where an employee is absent by reason of an injury or occupational disease for which an award is made under the Workers' Compensation Act, they shall continue to accrue vacation credits for the full period of such leave.

38.6 An employee shall be credited with his or her vacation credits for each year on the 1st day of January in the year.

38.7 An employee may accumulate vacation credits to a maximum of twice his or her annual credits but an employee's vacation credits shall be reduced to a maximum of one year's credits not later than the 31st day of December in each year.

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38.8 Where an employee is prevented from taking a vacation as a result of,

- (a) an injury for which an award is granted under the Worker's Compensation Act;
- (b) A total disability; or
- (c) an extraordinary requirement of the employer

and the employee's vacation credits in respect of that vacation are forfeited under Section 38.7 the employee's Deputy Minister shall grant to the employee, at the request of the employee, a leave of absence with pay to replace the forfeited vacation days.

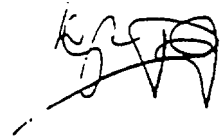
38.9 An employee commencing employment during a year shall be credited at that time with vacation credits calculated in accordance with Section 38.1(a), in the case of a full-time employee, or Section 38.1(b), in the case of a part-time employee, for the balance of the calendar year, but the employee shall not take vacation until six (6) months of continuous service have been completed.

38.10 An employee who has completed six (6) months of continuous service in the public service may, with the approval of his or her Deputy Minister, take vacation to the extent of his or her vacation entitlement and his or her accumulated vacation credits shall be reduced by the vacation taken. For this purpose, an employee may include any continuous service as an employee in Public Service of Ontario immediately prior to their appointment to the civil service.

38.11 An employee who completes twenty-five (25) years of continuous service before the last day of the month in which the employee attains sixty-four (64) years of age is entitled, after the end of that month, to,

- (a) five (5) days of pre-retirement leave with pay, if the employee is a full-time employee; or
- (b) that portion of five (5) days pre-retirement leave with pay equal to the portion that the employee's regularly scheduled hours of work bear to full employment if the employee is a part-time employee.

38.12.1 Where an employee leaves the public service prior to the completion of six (6) months of continuous service, he or she is entitled to vacation pay at the rate of four percent (4%) of the earnings of the employee during the period of his or her employment.



- 38.12.2 An employee who has completed six (6) or more months of continuous service in the public service shall be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date he or she ceases to be an employee.
- 38.12.3 An employee who has completed six (6) or more months of continuous service in the public service is entitled, upon request by the employee, to be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date on which he or she qualifies for payments under the Long Term Income Protection Plan.
- 38.13 Where an employee's scheduled vacation is interrupted due to serious illness, attested to by a certificate from a legally qualified medical practitioner, the employee may elect to go on the Short Term Sickness Plan under Article 42, instead of using their vacation credits. In such a case, the portion of the employee's vacation which is deemed to be sick leave under those provisions will not be counted against the employee's vacation credits.
- 38.14 Where an employee ceases to be an employee, there shall be deducted from the employee's accumulated vacation credits an amount in respect of the whole months remaining in the year after the person ceases to be an employee computed at the rate set out in Section 38.1 (a) in the case of a full-time employee and at the rate set out in Section 38.1 (b) in the case of a part-time employee.
- 38.15 Vacation taken in excess of the vacation credits to which an employee is entitled on the date he or she ceases to be an employee shall be deducted from the amount paid to the employee under Articles 44 (Entitlement on Death) and 45 (Termination Payments) and from any salary to which he or she may be entitled.

ARTICLE 39 - LEAVE CREDIT REPORTS

- 39.1 As soon as practicable following the end of each quarter, every employee shall be advised of the number of vacation and attendance credits to which he/she is entitled.

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ARTICLE 40 - HOLIDAYS

40.1 (a) Each full-time employee is entitled to the following paid holidays:

- | | |
|-----------------|------------------|
| New Years Day | Good Friday |
| Easter Monday | Victoria Day |
| Canada Day | Civic Holiday |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | |

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Any special holiday proclaimed by the Governor General or the Lieutenant Governor.

(b) A part-time employee shall be entitled to a holiday each year on each of the days shown in Section 40.1(a) which fall on a regularly scheduled working day.

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40.2 Where an employee is required to work on any holiday specified in Section 40.1 (a), he or she is entitled to a compensating day as a holiday in lieu thereof.

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40.3 When a holiday specified in Section 40.1 (a) falls on a Saturday or Sunday, or when any two of them fall on a successive Saturday and Sunday, the regular working day or days next following is a holiday or are holidays, as the case may be, in lieu thereof, but when such next following regular working day is also a holiday the next regular working day thereafter is in lieu thereof a holiday.

40.4 Special holidays granted during vacation leave of absence shall be computed as part thereof, but no other holidays shall be computed therein.

40.5 Two (2) days of special or compassionate leave may be used for religious holidays as per current religious holidays policy.

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ARTICLE 41 - PREGNANCY AND PARENTAL LEAVES

41.1 In this Article,

“last day at work”, in respect of a person on a leave of absence referred to in Section 41.2 or 41.7, means the last day the person was at work before the leave of absence,

“parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;

“parental leave” means a leave of absence under Section 41.7;

“pregnancy leave” means a leave of absence under Section 41.2;

“weekly pay”, in respect of an employee on a leave of absence referred to in Section 41.2, 41.7 and 41.11, means weekly pay at the rate actually received by the employee on the last day of work and also includes any salary increase that is granted after the last day of work to take effect retroactively on or before the last day of work.

- 41.2 A Deputy Minister shall grant a leave of absence without pay in accordance with Part XI of the Employment Standards Act to an employee who is pregnant and who started her service with the Crown at least thirteen (13) weeks before the expected birth date.
- 41.3 An employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- 41.4 The pregnancy leave of an employee who is entitled to take parental leave ends (17) seventeen weeks after the pregnancy leave began.
- 41.5 The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is (17) seventeen weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage of the child.
- 41.6 The pregnancy leave of an employee ends on a day earlier than the day provided for in Section 41.4 or 41.5, if the employee gives her Deputy Minister four (4) weeks notice of that day.
- 41.7 A Deputy Minister shall grant a leave of absence without pay in accordance with Part XI of the Employment Standards Act to an employee who has at least thirteen weeks service with the Crown and who is the parent of a child.
- 41.8 Parental leave may begin,
- (a) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and

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- (b) no later than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.

Cl.9 The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

1.10 Parental leave ends eighteen (18) weeks after it began or on an earlier day if the person gives the employer at least four (4) weeks written notice of that day.

1.11.1 An employee who is entitled to pregnancy and/or parental leave and who provides the Employer with proof that he or she is in receipt of unemployment insurance benefits pursuant to the Unemployment Insurance Act (Canada) shall be paid an allowance in accordance with the Supplementary Benefit Plan.

1.11.2 In respect of *the* period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

EB

- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her actual weekly pay, and
- (b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly UI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of her actual weekly pay.

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1.11.3 In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

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- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of his or her actual weekly pay,
- (b) up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the sum of the weekly UI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of his or her actual weekly pay,

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- (c) where the employee provides proof that he/ she is receiving an additional five (5) weeks of unemployment insurance because of a physical, psychological or emotional condition of the child requiring longer parental care, then the employee will also receive an additional five (5) weeks of supplement as provided for in (b) above.

41.11.4 During pregnancy leave or parental leave, an employee who participates in the group insurance coverages related to his or her service with the Crown may continue that participation unless he or she elects in writing not to do so.

41.11.5 Unless an employee gives the employer written notice referred to in Sub-section 41.11.4, the employer shall continue to pay the premiums for the group insurance coverages that the employer was paying immediately before the employee's pregnancy leave or parental leave and the person shall continue to pay the premiums for the group insurance coverages that the employee was paying immediately before the pregnancy leave or parental leave.

41.11.6 An employee on pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay and with accumulation of credits for not more than twenty-six (26) weeks, less the total of,

- (a) the period by which the pregnancy leave exceeds seventeen (17) weeks; and
- (b) the period of parental leave. ✓

41.11.7 A leave of absence to which Sub-section 41.11.6 applies shall commence,

- a) immediately following the expiry of the pregnancy leave if the employee does not also take parental leave; or
- (b) immediately following the expiry of parental leave, if taken.

41.11.8 Except for an employee to whom Sub-section 41.11.6 applies, an employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a consecutive leave of absence without pay and with accumulation of credit-t more than twenty-six (26) weeks less the amount by which the parental leave taken exceeds seventeen (17) weeks;

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41.11.9 A person returning to work after pregnancy leave, or parental leave or a leave referred to in Sub-section 41.11.6 or 41.11.8 shall be reinstated to the position the person most recently held with the employer on a regular and not a temporary basis, if the position still exists, or to a comparable position, if it does not.

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41.11.10 The employer shall pay a reinstated person salary that is at least equal to the greater of,

- (a) the salary the employee was most recently paid by the employer; or
- (b) the salary that the employee would be earning had the person worked throughout the leaves of absence referred to in Sub-section 41.11.9.

ARTICLE 42 - SHORT TERM SICKNESS PLAN

42.1 A full-time employee who is unable to attend to his or her duties due to sickness or injury is entitled, in each calendar year, to leave of absence,

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- (a) with regular salary for the first six (6) working days; and
- (b) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days.

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42.2 A part-time employee who is unable to attend to his or her duties due to sickness or injury is entitled, in each calendar year, to leave of absence,

- (a) with regular salary for that portion of six (6) working days equal to the portion the employee's regularly scheduled hours of work bear to full employment; and
- (b) with seventy-five percent (75%) of regular salary for that portion of an additional 124 working days equal to the portion the employee's regularly scheduled hours of work bear to full employment.

42.3 An employee is not entitled to a leave of absence with pay under this Article until after completion of, in the case of a full-time employee, twenty (20) consecutive working days of employment, and in the case of a part-time employee, all of the employee's regularly scheduled hours within a period of four (4) consecutive weeks.

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42.4 An employee who is on leave of absence with pay under this Article that commences on a regularly scheduled working day in one (1) year and continues to include a regularly scheduled working day in the next following year is not entitled to leave of absence with pay for a greater number of working days than are permitted under Section 42.1 or 42.2, as the case may be, in the two (2) years until the employee has again completed the service requirement described in Section 42.3.

42.5 An employee who was on leave of absence with pay under this Article for the number of days in a year permitted under Section 42.1 or 42.2, as the case may be, is not entitled to leave of absence with pay under this Section in the year next following until the employee has again completed the service requirement described in Section 42.3.

42.6. The pay of an employee under this Article is subject to,

- (a) all deductions for insurance coverages referred to in this Part of the Agreement and under the Public Service Pension Act that would otherwise be made from the pay; and
- (b) all contributions that would otherwise be made by the employer in respect of the pay,

and such deductions and contributions shall be made as though the employee were receiving the employee's regular salary.

USE OF ACCUMULATED CREDITS

42.7.1 An employee who is on leave of absence and receiving pay under Section 42.1 (b) or 42.2 (b) is entitled, at the employee's option, to have sufficient credits deducted from the employee's accumulated credits for each day to which Section 42.1 (b) or 42.2(b) applies and to receive regular salary for each such day.

42.7.2 An employee who is absent from employment due to sickness or injury beyond the total number of days leave of absence with pay provided for in Section 42.1 or 42.2 shall have his or her accumulated attendance credits reduced by a number of days equal to the number of days of such absence and is entitled to leave of absence with pay on each such day.

42.7.3 Section 42.7.2 does not apply to an employee who qualifies for and elects to receive benefits under the Long Term Income Protection Plan instead of using his or her accumulated attendance credits.

- .2.8 After seven consecutive calendar days absence caused by sickness or injury, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner or of such other person as may be approved by the Deputy Minister is forwarded to the Deputy Minister of the Ministry, certifying that the employee is unable to attend to official duties.
- .2.9. Despite Section 42.8, where it is suspected that there may be an abuse of sick leave, the Commission or a Deputy Minister may require an employee to submit a medical certificate for any period of absence.
- .2.10 The Employer shall pay the costs of any medical certificates which it requires under this Article.

ARTICLE 43 - WORKERS' COMPENSATION

- 3.1 Where an employee is absent by reason of an injury or occupational disease for which a claim is made under the Workers' Compensation Act, his or her salary shall continue to be paid for a period not exceeding thirty (30) working days and if an award is not made any salary paid in excess of that to which he or she is entitled under Article 42 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.
- 3.2 Where an employee is absent by reason of an injury or occupational disease for which an award is made under the Workers' Compensation Act, the employee's salary shall continue to be paid for a period not exceeding three (3) consecutive months, or a total of sixty-five (65) regularly scheduled working days where such absences are intermittent, following the date of the first absence because of the injury or occupational disease, and any absence in respect of the injury or occupational disease shall not be charged against their credits.
- 3.3 Where an award is made under The Workers' Compensation Act to an employee that is less than the regular salary of the employee and the award applies for longer than the period set out in Section 43.2 and the employee has accumulated credits, their regular salary may be paid and the difference between the regular salary paid after the period set out in Section 43.2 and the compensation awarded shall be converted to its equivalent time and deducted from their accumulated credits.
- 3.4 Where an employee receives an award under the Worker's Compensation Act, and the award applies for longer than the period set out in Section 43.2 (i.e. three (3) months), the Employer will continue subsidies for Basic Life, L.T.I.P., Supplementary Health and Hospital and the Dental Plan, and will continue to make Pension payments, for the period during which the employee is receiving the award, if the employee continues to pay his/her share.

43.5 Where an employee is absent by reason of ~~an~~ injury or occupational disease for which an award is made under the Workers' Compensation Act and the award applies for longer than the period set out in Section 43.2 the employee shall be entitled to elect to go on the Short Term Sickness Plan under Article 42 (Short Term Sickness Plan) as an option following the expiry of the application of Section 43.2.

43.6 For vacation purposes and for purposes of determining qualification for severance pay under Article 45 (Termination Payments), the period of Workers Compensation absence is included in determining an employee's years of continuous service.

ARTICLE 44 - ENTITLEMENT ON DEATH

44.1. Where a full-time employee who has served more than six (6) months dies, there shall be paid to their personal representative or, if there is no personal representative, to such person as the Commission determines, the sum of,

- (a) one-twelfth (1 /12) of the employee's annual salary; and
- (b) their salary for the period of vacation, leave-of-absence and other credits where applicable, that have accrued.

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44.2 Where an employee dies, there shall be paid to their personal representative or, if there is no personal representative, to such person as the Commission determines, an amount in respect of attendance credits or severance pay computed in the manner and subject to the conditions set out in Article 45 (Termination Payments). Any severance pay to which an employee is entitled shall be reduced by the amount equal to one-twelfth (1/12) of their annual salary.

ARTICLE 45 - TERMINATION PAYMENTS

45.1 A full-time employee who was appointed before the 1 st day of January, 1970 and who ceases to be an employee is entitled to be paid an amount in respect of remaining accumulated attendance credits in an amount computed by multiplying half of the number of days of remaining accumulated attendance credits at the date of ceasing to be an employee by the employee's annual salary at the date of ceasing to be an employee and dividing the product by two hundred and sixty-one (261).

45.2 Despite Section 45.1, a full-time employee who was appointed on or after the 1 st day of October, 1965 and before the 1 st day of January, 1970 who ceases to be an employee because of,

- (a) death;
- (b) retirement under,
 - 1. section 17 of the Public Service Act,
 - 2. disability for purposes of entitlement to a pension under Section 14 or to a payment under Sub-section 13 (11) of the Public Service Pension Plan.
 - 3. termination at age sixty-five (65) with entitlement to pension under Section 15 of the Public Service Pension Plan or to a payment under Sub-section 13 (4) of the Public Service Pension Plan.
- (c) release from employment under Sub-section 22 (4) of the Public Service Act,

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is entitled to receive, for continuous service up to and including the 31 st day of December, 1975,

- (d) severance pay equal to one-half (1/2) week of salary for each year of continuous service before the 1 st day of January, 1970 and one (1) week of salary for each year of continuous service from and including the 1 st day of January, 1970; or
- (e) the amount in respect of his or her accumulated attendance credits computed in accordance with Section 45.1,

whichever is the greater, but he or she is not entitled to receive both of these benefits.

For the period from January 1, 1976, the benefits described under Section 45.4 shall apply.

45.3 A full-time employee who is appointed on or after the 1 st day of January, 1970 is entitled to severance pay for each year of continuous service up to and including the 31 st day of December, 1975,

- (a) where the employee has completed one (1) year of continuous service and ceases to be an employee because of,
 - (i) death,

- (ii) retirement under,
 - 1. section 17 of the Public Service Act,
 - 2. disability for purposes of entitlement to a pension under Section 14 or to a payment under Sub-section 13 (11) of the Public Service Pension Plan; or
 - 3. termination at age sixty-five (65) with entitlement to pension under Section 15 or to a ~~payment~~ under Sub-section 13 (4) of the Public Service Pension Plan.

- (iii) release from employment under section 22(4) of the Public Service Act,

in an amount equal to one (1) week of salary for each year of continuous service or

- (b) where the employee has completed five (5) years of continuous service and ceases to be an employee for any reason other than,
 - (i) dismissal for cause under section 22 of the Public Service Act, or
 - (ii) abandonment of position under section 20 of the Act,

in an amount equal to one (1) week of salary for each year of continuous service.

For the period from January 1, 1976, the benefits described under Section 45.4 shall apply.

45.4 An employee,

- (a) who has completed a minimum of one (1) year of continuous service and who ceases to be an employee because of,
 - (i) death,
 - (ii) retirement under,
 - 1. section 17 of the Public Service Act, or
 - 2. disability for purposes of entitlement to a pension under Section 14 or to a payment under Subsection 13(11) of the Public Service Pension Plan; or
 - 3. termination at age sixty-five (65) with entitlement to pension under Section 15 or to a payment under Subsection 13(4) of the Public Service Pension Plan, or

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(iii) release from employment under subsection 22(4) of the Public Service Act: or

(b) who has completed a minimum of five (5) years of continuous service and who ceases to be an employee for any reason other than,

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(i) dismissal for cause under section 22 of the Act, or

(ii) abandonment of position under section 20 of the Act,

is entitled to severance pay for continuous service from and after the 1 st day of January, 1976,

(c) equal to one (1) week of salary for each year of continuous service as a full-time employee from and after the date; and

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(d) equal to that portion of a week's salary that is equal to the portion the employee's regularly scheduled hours of work bear to full employment, for each year of continuous service as a part-time employee.

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45.5 For the purpose of clause 45.4(d), "week's salary" means the salary the employee would receive if the employee were in full employment.

45.6.1 The total of the amount paid to an employee in respect of accumulated attendance credits and the severance pay of the employee shall not exceed one-half (1/2) of the annual salary of the employee,

(a) at the date when he or she ceases to be an employee;

(b) in the case of an employee receiving benefits under the Long Term Income Protection Plan, at the date when the employee received his or her last salary prior to receiving benefits under the Plan.

45.6.2 The calculation of severance pay of an employee shall be based on the salary of the employee,

(a) at the date when he or she ceases to be an employee;

(b) in the case of an employee receiving benefits under the Long Term Income Protection Plan, at the date when the employee received his or her last salary prior to receiving benefits under the Plan.

45.6.3 Where a computation for severance pay involves part of a year, the computation in respect of that part shall be made on a monthly basis, and,

- (a) any part of a month that is less than fifteen (15) days shall be disregarded; and
- (b) any part of a month that is fifteen (15) or more days shall be deemed to be a month.

45.7 For purposes of determining *qualification* for severance pay and the amount of severance pay to which an employee is entitled, an employee's continuous service shall not include any period when he/she is on leave-of-absence without pay for greater than thirty (30) days, other than Pregnancy and Parental leave, or for a period which constitutes a hiatus in his/her service, i.e.:

- (1) Political Activity (P.S.A., S. 12(5))
- (2) Lay-off (Article 14 (Employment Stability))
- (3) Educational Leave (R.R.O. 1980, Reg. 881, S.29);

45.8 An employee may receive only one (1) termination payment for a given period of continuous service.

45.9 An employee whose total period of service is interrupted by a hiatus in service may, at the employee's option, repay any termination payment received as a result of that absence to the Minister of Finance, and thereby restore termination pay entitlements for the period of continuous service for which the payment had been made.

45.10 An employee who intends to terminate his or her employment and who would, upon the termination of employment, be entitled to a termination payment under Section 45.2, 45.3, or 45.4 may elect, in lieu of the payment provided for in those sections, to take a leave of absence with pay of not more than the lesser of,

- (a) the length of time determined under those sections for computing the termination payment to which the employee would be entitled; and
- (b) the length of time between the commencement of the leave of absence with pay and the end of the month in which the employee will attain sixty-five (65) years of age..

45.11 The employment of an employee who has elected under Section 45.10 to take a leave of absence with pay continues until the end of the leave of absence.

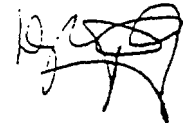
45.12 An employee's entitlement to a termination payment under Section 45.1, 45.2, 45.3 or 45.4 shall be reduced to reflect the time taken by the employee under Section 45.10 as a leave of absence with pay.

ARTICLE 46 - SALARY

46.1 Salary schedules for all PBE classifications shall be prepared and attached to this agreement as Appendix D.

ARTICLE 47 - TERM OF AGREEMENT

47.1 This Agreement covers the period from January 1, 1996 until December 31, 1998. The effective date of any of the terms of this Agreement unless otherwise indicated shall be the date of ratification. This Agreement shall continue automatically thereafter for annual periods of one(l) year each unless either Party serves notice on the other in writing that it wishes to bargain for a new Collective Agreement in accordance with the Labour Relations Act, 1995 and the Crown Employees Collective Bargaining Act, 1993.



(2 August 1996)

Mr. Dan Conte, P.Eng.
President
Professional Engineers and Architects
of the Ontario Public Service
Suite 206, 3199 Bathurst Street
Toronto, Ontario
M7A 1N3

Dear Mr. Conte:

RE: EMPLOYMENT STABILITY

The Government of Ontario is aware that its restructuring initiatives over the next two fiscal years (1996/97, 1997/98) could have a significant effect on employees, some of whom have served for a lengthy period. Accordingly, commencing January 1, 1996 and ending on December 31, 1998 the Employer undertakes the following:

1. (a) The Employer will make reasonable efforts to ensure that, where there is a disposition or any other transfer of bargaining unit functions or jobs to the private or broader public sectors, employees in the bargaining unit are offered positions with the new employer on terms and conditions that are as close as possible to the then existing terms and conditions of employment of the employees in the bargaining unit, and, where less than the full complement of employees is offered positions, to ensure that offers are made on the basis of seniority. When an employee has been transferred to a new employer he/she will be deemed to have resigned and no other provisions of the collective agreement will apply except for Article 45 (Termination Payments).
- (b) Where the salary of the job offered by the new Employer is less than eighty-five percent (85%) of the employee's current salary, or if the employee's service or seniority are not carried over to the new Employer, the employee may decline the offer. In such a case, the employee may exercise the rights prescribed by Article 14 (Employment Stability) and/or paragraphs 2 to 5 of this letter. The employee must elect whether or not to accept employment with the new Employer within three (3) days of receiving an offer. In default of election, the employee shall be deemed to have accepted the offer.

2. (a) Employees who have been declared surplus may continue to accrue pension credits for the period represented by their Article 45 (Termination Payments) subject to the appropriate contributions by the Employer and the employee. This arrangement meets the requirements of the Public Service Pension Plan including compliance with legislation governing the Public Service Pension Plan. The arrangement is contingent on Revenue Canada approval, This paragraph will not apply to employees described in paragraph 1 who are transferred to a new Employer or, subject to 1 (b), who decline a transfer to a new Employer.

- or -

- (b) In the alternate, employees who have been declared surplus may take a pension bridging option as a leave of absence without pay but with the continued accrual of pension credits, if the sum of:
- (I) the six (6) month notice period;
 - (ii) the number of weeks of paid leave of absence that the employee's termination payments can be converted into under the current provisions of Article 45 (Termination Payments) (excluding attendance credits); plus
 - (iii) a maximum of two (2) years leave of absence without pay, but with continued accrual of pension credits

would bring the employee to the next earliest date on which he/she could exercise an actuarially unreduced pension option under the Public Service Pension Plan.

For any specific individual, the maximum amount of leave that can be taken' for the pension bridging option shall be calculated as follows:

- (A1) determine the total amount of time from the date on which the employee receives the surplus notice that is needed for the individual to reach the next earliest of his/her actuarially unreduced pension options and, from that amount, subtract:
- (i) the employee's six (6) month notice period; and
 - (ii) the number of weeks of paid leave of absence that the employee's termination payments can be converted into under the existing provisions of Article 45 (Termination Payments) (excluding attendance credits).
- (B1) the remainder to the extent that it is no more than two (2) years, shall be available as a leave of absence without pay but with continued accrual of pension credits. During the leave without pay, employees may choose to purchase all benefits coverage with the exception of STSP and LTIP.

The leaves of absence shall commence before the conclusion of the employee's six (6) month notice period and shall be taken as follows:

- (A2) the unpaid leave of absence, the maximum of which is determined in accordance with (B¹) above, shall be taken first. During this leave of absence, in lieu of the employee's pension contributions being made directly from the employee, the employee's right to enhanced severance under paragraph 4 of this letter shall be reduced by an equivalent amount, which the Employer shall pay into the pension plan and Employer contributions shall also be paid into the pension plan;

- (B2) the leave of absence with pay equal to the employee's number of weeks of Article 45 (Termination Payments) shall be taken after the leave without pay in (A2) above. 'During this leave of absence the employee's pension contributions shall be deducted from the employee's biweekly payments;

- (C2) at the conclusion of the leave of absence with pay the employee shall return to complete whatever portion of the six month notice period remains. For greater certainty, the requirement to return may be satisfied by the use of vacation credits. At the end of this period, the employee:
 - (i) shall retire;

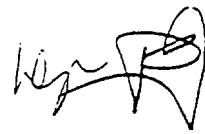
 - (ii) shall receive the enhanced severance, reduced by an amount equivalent to his/her pension contributions for the unpaid leave of absence; and

 - (iii) shall be entitled to exercise his/her right to an actuarially unreduced pension.

This arrangement meets the requirements of the Public Service Pension Plan including compliance with legislation governing the Public Service Pension Plan. This arrangement is contingent on Revenue Canada approval.

This paragraph will not apply to employees described in paragraph 1 who are transferred to a new Employer or, subject to 1 (b), who decline a transfer to a new Employer.

Surplus employees who choose any of these pension bridging options in (2) shall waive all rights to displacement, redeployment, pay-in-lieu and recall.



3. An employee who has reached Factor 80 and did not retire within his/her Factor 80 window, shall, if declared surplus, be eligible to requalify under the Factor 80 program, provided he/she so elects in writing within thirty (30) days of receipt of notice of layoff, and, where he/she so elects, the employee shall retire within the thirty (30) day period and all other rights under this agreement are forfeited, save and except Article 45 (Termination Payments). For the sake of clarity, it is agreed that an employee who is given an offer to accept employment with a new Employer pursuant to paragraph 1, who is otherwise eligible to requalify under the Factor 80 program, shall be considered eligible to requalify as prescribed herein. The Plan Sponsors agree to take steps to amend the Public Service Pension Plan in an expeditious manner to provide for the re-opening of the Factor 80 window for those employees described herein. This arrangement meets the requirements of the Public Service Pension Plan including compliance with legislation governing the Public Service Pension Plan. This arrangement is contingent on Revenue Canada approval.
4. Employees who are laid off or who have resigned and received their pay in lieu of notice pursuant to Article 14.3 (Notice and Pay in Lieu) will receive, in addition to their Article 45 (Termination Payments), a further severance package of one (1) week's salary for every completed year of continuous service. This paragraph will not apply to employees who are eligible to retire and receive an actuarially unreduced pension or, as a result of the application of paragraph 2(a), will become entitled to receive an actuarially unreduced pension. Employees who are entitled to the amounts specified in Article 14.4 (Separation Allowance) shall receive the greater of those amounts or the amount specified in this paragraph. (For the sake of clarity, it is understood that a person who resigns pursuant to Article 14.4 (Separation Allowance) shall be considered to be laid off for the purpose of this paragraph.) This paragraph will not apply to employees described in paragraph 1 who are transferred to a new Employer or, subject to 1 (b), who decline a transfer to a new Employer.
5. Where an operation or part thereof is being disposed of, and the Employer has determined that an opportunity for tendering or bidding is warranted, employees shall be given the opportunity to submit a tender or bid on the same basis as others.

Yours truly,

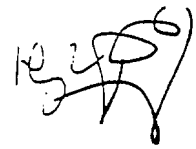
Stacey Wootten

1.0 - COMPENSATION OPTION CREDITS

- 1.1 An employee is entitled to accumulate compensation option credits in each year for the portion of the year during which he or she is an employee at the rate of,
- (a) five-twelfths (5/12) of one (1) credit per month in the year, if the employee is a full-time classified employee, and
 - (b) that portion of five-twelfths (5/12) of one (1) credit per month in the year that is equal to the portion that the employee's regularly scheduled hours of work bear to full employment, if the employee is a part-time employee.
- 1.2 The compensation option credits that an employee is entitled to accumulate in a year under Section 1.1 above shall be credited to the employee on the 1st day of January in the year or on the day in the year when the employee first becomes an employee, whichever is later.
- 1.3 From the compensation option credits credited to an employee in a year in accordance with Sections 1.1 and 1.2 there shall be deducted to a maximum of the credits credited to the employee in the year, credits at the rate set out in Sections 1.1(a) or (b), as the case requires for:
- (a) each whole month in the year throughout which the employee is on leave of absence without pay;
 - (b) each whole month in the year throughout which the employee receives benefits under the Long Term Income Protection plan;
 - (c) each whole month in the year throughout which the employee receives benefits under an award made under the Worker's Compensation Plan Act, if that month is after the first six (6) months for which the employee receives benefits under the award, and if the employee is not receiving payment for accumulated attendance credits or accumulated vacation credits in the month;
 - (d) each whole month in the year after the month in which the employee ceases to be an employee;

(e) any month wholly comprised of consecutive periods of less than a month for which credit would be deducted under Sections 1.3(a) to (d) if the periods were whole months.

- 1.5 With the approval of the employee's supervisor, an employee may take leave of absence with pay in respect of some or all of the employee's accumulated compensation option credits at the rate of one (1) day of leave of absence with pay for each compensation option credit to which the employee is entitled, and the employee's accumulated compensation option credits shall be reduced by the leave of absence with pay taken.
- 1.6 An employee may accumulate compensation option credits to a maximum of twenty-five (25), but an employee's compensation option credits shall be reduced to a maximum of twenty (20) not later than the 31st day of December in each year.
- 1.7 Each day or part thereof by which a leave of absence with pay taken by an employee under Section 1.5 exceeds his or her accumulated compensation option credits after making any deduction required by Sections 1.4 or 1.6 shall be deducted from his or her vacation credits, and the employee shall repay to the Employer the salary paid to him or her for any day or part thereof of the leave of absence with pay that cannot be so deducted.
- 1.8 Any amount to be repaid under Sub-section 1.7 may be deducted from any payment the employee is entitled to receive from the employer in respect of salary or termination of employment or otherwise.
- 1.9 An employee is not entitled to be paid for any accumulated compensation option credits to which the employee remains entitled when the employee ceases to be an employee.
- 1.10 As soon as practicable following the end of each quarter, every employee shall be advised of the number of compensation option credits to which he/she is entitled.



APPENDIX C

1.0 MERIT INCREASES

- 1.1 Effective June 15, 1996 the practice of merit increases shall be reinstated for eligible employees in the PEGO bargaining unit.
- 1.2 A merit increase for satisfactory performance for a twelve (12) month's work cycle coinciding with the employee's anniversary date shall be processed commencing with the work cycle that ended June 15, 1996.
- 1.3 For the purposes of the above, a merit award to an employee shall be at least three percent (3 %) of his or her salary.



SALARY SCHEDULE

01PBE Bargaining - Engineering 1

| | | | |
|--------------|--------|---|--------|
| JAN 1, 1996: | 31,935 | - | 37,276 |
| JAN 1, 1997: | 31,935 | - | 37,276 |
| JAN 1, 1998: | 31,935 | - | 37,276 |

02PBE Bargaining - Engineering 2

| | | | |
|--------------|--------|---|--------|
| JAN 1, 1996: | 34,550 | - | 40,328 |
| JAN 1, 1997: | 34,550 | - | 40,328 |
| JAN 1, 1998: | 34,550 | - | 40,328 |

03PBE Bargaining - Engineering 3

| | | | |
|--------------|--------|---|--------|
| JAN 1, 1996: | 38,256 | - | 44,688 |
| JAN 1, 1997: | 38,256 | - | 44,688 |
| JAN 1, 1998: | 38,256 | - | 44,688 |

04PBE Bargaining - Engineering 4

| | | | |
|--------------|--------|---|--------|
| JAN 1, 1996: | 40,873 | - | 49,048 |
| JAN 1, 1997: | 40,873 | - | 49,048 |
| JAN 1, 1998: | 40,873 | - | 49,048 |

05PBE Bargaining - Engineering 5

| | | | |
|--------------|--------|--|--------|
| JAN 1, 1996: | 45,778 | | 54,498 |
| JAN 1, 1997: | 45,778 | | 54,498 |
| JAN 1, 1998: | 45,778 | | 54,498 |

06PBE Bargaining - Engineering 6

| | | | |
|--------------|--------|---|--------|
| JAN 1, 1996: | 51,773 | - | 59,947 |
| JAN 1, 1997: | 51,773 | - | 59,947 |
| JAN 1, 1998: | 51,773 | - | 59,947 |

07PBE Bargaining - Engineering 7

| | | | |
|--------------|--------|---|--------|
| JAN 1, 1996: | 58,748 | - | 68,667 |
| JAN 1, 1997: | 58,748 | - | 68,667 |
| JAN 1, 1998: | 58,748 | - | 68,667 |

08PBE Bargaining - Engineering 8

| | | | |
|--------------|--------|---|--------|
| JAN 1, 1996: | 62,672 | - | 73,027 |
| JAN 1, 1997: | 62,672 | - | 73,027 |
| JAN 1, 1998: | 62,672 | - | 73,027 |

09PBE Bargaining - Engineering 9

| | | | |
|--------------|--------|---|--------|
| JAN 1, 1996: | 65,288 | - | 82,400 |
| JAN 1, 1997: | 65,288 | - | 82,400 |
| JAN 1, 1998: | 65,288 | - | 82,400 |

10PBE Bargaining - Engineering 10

| | | | |
|--------------|--------|---|--------|
| JAN 1, 1996: | 70,301 | - | 87,196 |
| JAN 1, 1997: | 70,301 | - | 87,196 |
| JAN 1, 1998: | 70,301 | - | 87,196 |

11PBE Bargaining - Engineering 11

| | | | |
|--------------|--------|---|--------|
| JAN 1, 1996: | 75,207 | - | 94,498 |
| JAN 1, 1997: | 75,207 | - | 94,498 |
| JAN 1, 1998: | 75,207 | - | 94,498 |