



PROFESSIONAL ENGINEERS GOVERNMENT OF ONTARIO
INGÉNIEURS GOUVERNEMENT DE L'ONTARIO

2001-2003 COLLECTIVE AGREEMENT

between

**THE CROWN IN RIGHT OF ONTARIO REPRESENTED BY
MANAGEMENT BOARD OF CABINET (Employer)**

and

**THE PROFESSIONAL ENGINEERS, GOVERNMENT OF
ONTARIO (PEGO or Association)**

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ARTICLE 1 - PURPOSE

- 1.1 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.
- 1.2 It is understood that the provisions of this Agreement apply equally to male and female employees.

ARTICLE 2 - RECOGNITION

- 2.1 The Professional Engineers Government of Ontario (PEGO) is recognized as the exclusive bargaining agent for a bargaining unit consisting of:
- all professional engineers and *Ontario Land Surveyors*,
 - engineers in training,
- who** are employed in their professional capacity and who are public servants defined in the Public Service Act, save and except persons at and above the classification **SMG3**, and those persons below **SMG3** who exercise managerial authority, and employees in bargaining units for which any trade union held bargaining rights as of November 17, 1994.
- 2.2 The parties may agree to transfer positions and their incumbents into, or out of, the unit.

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 pay for performance 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 as soon as possible but no later than the 15th day of the month following the month in which the dues were deducted.
- 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

- 6.4.1 Unclassified employees will be entitled to the paid holidays listed in Article 40 (Holidays).
- 6.4.2 When the employee is required to work on any holidays listed in Article 40 (Holidays), he/she is entitled to a compensating day as a holiday in lieu thereof.

BENEFITS AND VACATION PAY

- 6.5.1 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, an amount equal to two percent (2%) of their basic hourly rate for all hours worked (including holidays and vacation).
- 6.5.2 An unclassified employee is entitled to vacation credits at the rate of 1 1/4 days for each full month in which he/she is at work or is on vacation leave of absence or leave of absence with pay.

- 6.5.3** An unclassified employee who leaves the public service prior to the completion of six **(6)** months service is entitled to vacation pay at the rate of four percent **(4%)** of the earnings of the employee during the period of his/her employment.
- 6.5.4** An unclassified employee who has completed **six (6)** or more months of continuous service in the public service shall be paid for any unused vacation standing to his/her credit at the date he/she ceases to be an employee.
- 6.5.5** Where an unclassified employee is appointed to the classified service, vacation credits accumulated under this Article shall continue to stand to the credit of the employee.
- 6.5.6** Upon completion of six (6) months continuous service in the public service, an employee with the approval of his/her manager or designee, may take vacation to the extent of his/her earned vacation credits and his/her earned vacation credits shall be reduced by the vacation taken. Such approval will be subject to operational requirements, but it is also agreed that such approval will not be unreasonably withheld.

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 or his/her designee 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.

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** In respect of childbirth or adoption that occurs after December **31, 2000**, parental leaves shall be granted for up to thirty-five (35) weeks for an employee who has also taken pregnancy leave referred to in **6.7.1**, and for up to thirty-seven **(37)** weeks for other employees.

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.

TERMINATION OF EMPLOYMENT

- 6.9** 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

- 6.10.1** 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.
- 6.10.2** Notwithstanding Sub-section **6.10.1**, 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.
- 6.10.3** Association dues shall be deducted from an employee covered by this Article in accordance with Article **5** (Check Off of Association Dues).

OTHER APPLICABLE ARTICLES

- 6.11** The following articles shall also apply to unclassified staff: Articles **1, 2, 3, 4, 5, 7.1, 7.4, 8.11, 8.12, 9, 10, 11, 12, 13, 15, 16, 17, 19, 20, 22, 24, 26, 29, 39, 46.1, 46.2, 47, 48,** Appendix F.

CONVERSION

- 6.12.1** Effective upon the date of ratification, where the same work has been performed by an employee in the Unclassified Service for a period of at least twenty-four **(24)** consecutive months, (except for situations where the unclassified employee is replacing a classified employee), and where the ministry has determined that there is a continuing need for that work to be performed on a full time basis, the ministry shall establish a position within the Classified Service to perform that work.
- 6.12.2** Where the ministry has determined that it will convert a position in accordance with Section **6.12.1**, the status of the incumbent in the position will be converted from unclassified to classified, provided that the incumbent has been in the position in question for at least twenty-four **(24)** consecutive months.

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. Applications from all employees in the bargaining unit will be acknowledged. Notices of vacancies shall be available electronically at the same time that they are advertised.
- 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.
- 7.2.1 Where the Employer is willing to consider applicants at an underfill level, the Employer may assign the most qualified applicant for the position, in accordance with Article 7.3 at an underfill level where there are no applicants who meet the advertised qualifications.
- 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.
- 7.4
- a) 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. Employees shall be reimbursed for travel expenses associated with attending the interview in accordance with the employer's policy or practice.
 - b) Upon request, each applicant from within the bargaining unit shall be provided with information on their own performance in the interview.
 - c) **An** applicant who has not been granted an interview will receive timely notification of that fact.
- 7.5.1 Relocation expenses shall be paid in accordance with the provisions of the employer's relocation policy subject to Article 29.1.
- 7.5.2 Notwithstanding that a position is advertised with a restricted area of search, any employee who resides outside the identified area of search may apply for that position, and in that case notwithstanding Articles 7.4 and 7.5.1 that employee shall have no entitlement to any relocation or travel expenses as a condition of gaining access to the competition process.
- 7.7.1 The Employer agrees to post temporary assignments according to articles 7.1 to 7.5 which:
- a) are six **(6)** months duration or greater, and
 - b) the specific dates are established at least two (2) months in advance of the start date of the assignment.
- 7.7.2 Where an assignment was not posted pursuant to Article 7.7.1, and an employee has continuously been in the assignment, the assignment shall be posted within eighteen **(18)** months of the initial assignment, where the Employer determines that the work is continuing either on a temporary or permanent basis.

- 7.8.1 Vacancies may be filled without competition upon clearing surplus under the following circumstances:
- a) if within twelve months from making a written offer in a previous competition for a similar position, as defined in Article 7.2, that becomes vacant. In such a case the Employer shall fill the position in accordance with Article 7.3 using the candidates who applied for the previous vacancy; or
 - b) the employee was temporarily assigned to the position which had been filled through a competitive process and the employee had been acting in the position for at least 24 months, in which case the Employer may assign the employee to the position on a permanent basis.
- 7.8.2 The following shall not be considered vacancies under 7.1, the clearance requirements under Article 14 shall not apply, and the incumbent shall retain the position:
- a) where an underfill is removed from a permanent full-time position, or
 - b) where the duties of a position are modified to accommodate an incumbent employee with a disability, or
 - c) where a full time classified employee is assigned to a position pursuant to Sections 2.2, 8.7, 8.9 or 8.10.

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/her former classification.
- 8.2 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/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/her former classification that occurs in the same administrative district or unit, institution or other work area in the same Ministry in which he/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:
- from one position in a Ministry to another position in the same Ministry, or
 - from a position in one Ministry to a position in another Ministry,
- and the position to which he/she is assigned is in a classification with a lower maximum salary than the maximum salary for the position from which he/she was assigned, he/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.
- 8.8 Section 8.7 applies only where there is no position the full time classified employee is qualified for, and that he/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/she shall not receive any salary progression or salary decrease for a period of six (6) months after his/her assignment, and if at the end of that period, he/she is unable to accept employment in his/her former classification, he/she shall be assigned to a classification consistent with his/her condition. The employee shall retain his/her current salary provided it does not exceed the maximum of the new salary range, and the employee shall retain his/her current anniversary date. When the employee's current salary exceeds the maximum of the new salary range, he/she shall be paid the maximum of the new salary range.
- 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 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/she shall be paid acting pay from the day he/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.
- 8.12 Notwithstanding Section 8.11, acting pay shall not exceed the maximum of the salary range of the higher classification except where otherwise permitted.

- 8.13 Section 8.11 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

- 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 Alternative work arrangements including flextime, compressed work weeks, and employees working at home or at locations other than headquarters, 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.
- 11.2 The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.
- 11.3 The purchase of safety shoes or boots for on-the-job protection of the purchaser shall be subsidised as per the applicable practice in each Ministry.
- 11.4 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, he/she shall be reimbursed at rates determined in accordance with the employer's current practice. Effective April 1, 2001 the rates shall not be less than:

| | <u>Southern Ontario</u> | <u>Northern Ontario</u> |
|--------------------------|-------------------------|-------------------------|
| <u>Kilometres Driven</u> | | |
| 0 - 4,000 km | 33.75 cents /km | 34.25 cents /km |
| 4,001 - 10,700 km | 29.25 cents /km | 29.75 cents /km |
| 10,701 - 24,000 km | 24.75 cents /km | 25.25 cents /km |
| over 24,000 km | 20.25 cents /km | 21.25 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 Eligible employees shall be credited for ministry-authorized time spent in travelling over and above 36.25 working hours per week.
- 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.
- 13.3 All time credits shall be taken as a reduction on a straight time basis to the employee's working hours, at a time to be mutually agreed upon, and at the latest by the end of the quarter following the quarter that the travel occurred.

ARTICLE 14 - EMPLOYMENT STABILITY

- 14.1 An employee who has received notice of layoff on or after the effective date of the 1999-2000 Collective Agreement shall be entitled to the provisions of this article. An employee who received notice of layoff prior to the effective date shall be entitled to the provisions of the 1996-1998 Collective Agreement.
- 14.2.1 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.

PRENOTICE

- 14.2.2 Where less than the full complement of positions within an administrative district or unit, institution or other such work unit will be declared surplus,
- a) the employees in the work unit will be given as much notice as possible that reductions will occur and will be informed of the probable impact on staff.
- b) not less than two (2) weeks prior to the declarations of surplus the employees will be advised of the number of positions that are to be reduced; notice shall also simultaneously be given to PEGO.
- c) all employees in the work unit will be offered the opportunity to volunteer for pay-in-lieu options, alternate work arrangements, and/or unpaid leaves of absence, or other workforce measures in order to avoid or minimize surplus notices. Employees will be advised that they must complete their portion of the employee portfolio within one week if they have not already done so;

- d) requests to exercise a pay-in-lieu option from employees in the job functions to be reduced will be approved on the basis of seniority up to the numbers required;
- e) the Employer shall give all reasonable consideration to requests for alternate work arrangements, unpaid leaves of absence or other proposed workforce measures; and
- f) any additional employees in the unit who have indicated their willingness to take a pay-in-lieu option may register for the voluntary exit option.

NOTICE AND PAY IN LIEU

- 14.3.1 An employee identified as surplus shall receive six **(6)** months notice of lay-off or, an employee may resign and receive equivalent pay in lieu of 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 either:
 - a) 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; or
 - b) continuance of salary plus benefits (except **STSP** and **LTIP**) commencing five (5) working days after the employee advises the Employer of the acceptance of a pay-in-lieu option for the duration of the notice period, plus termination payments as provided for in Article **45**, paid out at the layoff date.
- 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 **8** 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. It is agreed that Article **7.5.2** applies in such a case.
- 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 8 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 8 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.

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).
- 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).

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/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).

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**, or **14.8.1**, 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,
- 14.6.6** An employee who has remained eligible for redeployment may at any time choose pay-in-lieu under **14.3.3** and receive pay-in-lieu for the balance of the notice period remaining.
- 14.6.7** An employee who works out his/her notice period and then takes termination pay pursuant to Article **45** (Termination Payments) of this Agreement 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. It is agreed that Article **7.5.2** applies in such a case.

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:
- the vacant position is in the same classification as his/her former position; and
 - he/she is qualified to perform the required duties; and
 - 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:
- the employee must accept the recall, in writing, within seven (7) days of receipt of written notice.
 - 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:
- the date he/she takes termination pay pursuant to Article **45** (Termination Payments) of this Agreement; or
 - the date he/she does not attend a recall interview when requested by the Employer; or
 - 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
 - the date he/she does not accept an appointment in accordance with Sub-section **14.7.1**; or
 - 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.

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 and the same ministry. The employee's position will remain available for redeployment until either a match is found or the employee elects to withdraw his/her offer under this clause.
- 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 **6** and **7** 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.

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.

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.
- 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:
- a) the headquarters of the vacancy is within a forty **(40)** kilometre radius of the employee's headquarters; and
 - b) the vacancy is in the same classification or a classification with a lower maximum salary than the employee's classification; and
 - c) the vacancy **is** in the same Ministry.
 - d) the condition in (a) above will be waived if the employee indicates that he/she is prepared to waive entitlement to relocation expenses; reimbursement for travel expenses during the training period will still apply.
- 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. On request, the Employer will advise the employee as to the employee's progress.

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 **6.10**.
 - 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.

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).

REDEPLOYMENT COMMITTEE

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.

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 8.11 (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.

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.

JOB REGISTRY SYSTEM

- 14.15.1 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.

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 utilise attrition as a means of reducing the workforce.

VOLUNTARY LEAVES

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

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.

TREATMENT OF SURPLUS NOTICES FOR EMPLOYEES ON LEAVES OF ABSENCE **AND** TEMPORARY ASSIGNMENTS

- 14.19.1 Where the employee's position is declared surplus while the employee is away on a sick leave (**STSP**, **LTIP** or **WSIB**), the ministry shall notify the employee that his/ her position has been declared surplus and that, when the employee returns to work, the surplus notice shall be issued.
- 14.19.2 Where the employee's position is declared surplus while the employee is away on a leave of absence, the ministry shall notify the employee that his/her position has been declared surplus and inform the employee of the option to:
- a) return early from the leave of absence and receive the surplus notice at that time; or
 - b) return at the end of the leave and receive the surplus notice at that time.
- 14.19.3 Where the employee's position is declared surplus while the employee is on a temporary assignment or secondment within the **OPS**, the home ministry has the option of:
- a) returning the employee to his/her home position and issuing the surplus notice at that time; or
 - b) giving the employee the surplus notice and allowing the employee to remain on temporary assignment until directly assigned into a permanent vacancy, the temporary assignment ends, or the notice period expires, whichever occurs first.

TREATMENT OF SURPLUS NOTICE ISSUED BEFORE AN EMPLOYEE GOES ON A LEAVE OF ABSENCE OR A TEMPORARY ASSIGNMENT

- 14.20.1 Where the employee's position is declared surplus before a **LTIP** or **WCB** sick leave of absence begins, the employee's notice shall be put on hiatus for the duration of the leave. When the employee is able to return to work, the balance of the notice period shall continue.
- 14.20.2 Where the employee's position is declared surplus before a **STSP** leave of absence, the employee's notice shall be put on hiatus if from the beginning of the **STSP** leave the medical evidence (e.g. stroke) indicates that the leave will be greater than one (1) month. Where the employee is on a sick leave and ~~is~~ expected to return to work within one (1) month (e.g. cold or flu), the surplus notice is not placed on hiatus. However, if after one (1) month on **STSP**, the employee's prognosis for returning to work remains uncertain, the surplus notice is put on hiatus until the employee is able to return to work.
- a) If the employee bumps or is directly assigned to a new position before going on **STSP/ LTIP/ WCB**, the accepting ministry must honour the leave of absence.
- 14.20.3 Where the employee's position is declared surplus before a leave of absence begins, the employee may choose to:
- a) accept a hiatus in the surplus notice period during the leave of absence; or
 - b) return early from the leave of absence.
- When the employee returns from the leave of absence the balance of the notice period shall continue.

If the employee bumps or is directly assigned to a new position before going on the leave of **absence**, the accepting ministry must honour the leave of absence.

14.20.4 Where the employee's position is declared surplus before the beginning of a temporary assignment or secondment within the OPS (and before the employee is eligible for direct assignment into a temporary assignment under the Agreement), the employee's surplus notice is put on hiatus during the temporary assignment and all redeployment activities cease. This provision only applies where the temporary assignment or secondment is for more than six (6) months and is filled competitively.

At the end of the temporary assignment or secondment, the balance of the notice period shall resume. The employee shall return to his/ her home position if it still exists or to a comparable position within the ministry/ OPS. The employee shall remain eligible for direct assignment to temporary assignments in accordance with Article 14.13.

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 the 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).

15.1.1 An employee's seniority / continuous service shall accumulate from the date determined in Article 15.1 and shall include the period of service during which an employee:

- a) is in receipt of LTIP or WSIB benefits; or
- b) is absent on pregnancy or parental leave; or
- c) is absent on any authorized leave with or without pay.

15.1.2 For purposes of application of this article, any break in service of less than thirteen (13) weeks shall neither constitute a break in service nor be counted towards seniority.

15.2 Notwithstanding Article 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.

- 15.3 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.
- 15.4 An employee who offers to be declared surplus under the Voluntary Exit provisions (Art. 14.8) and who leaves the employ of the Employer as a result, shall, if rehired within a **two** (2) year period, receive credit for past continuous service, but not seniority for the period of their past employment.
- 15.5 Seniority/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.
- 15.6 The Employer will provide the Association with the updated seniority list run at the end of December 1998 and every six (6) months thereafter.

ARTICLE 16 - GRIEVANCE PROCEDURE

- 16.1 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.
- 16.2.1 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.
- 16.2.2 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 fifteen (15) 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 ten (10) 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 ten (10) days of the date that the supervisor was required to give the decision in writing in accordance with Stage One.
- 16.3.3** It is agreed that the Stage Two designated management representative will have the authority to work towards resolving the dispute and that, other than in exceptional circumstances, no manager who has directly dealt with a dispute at Stage One will be designated at Stage Two.
- 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, or where the Employer meets with employees to investigate matters which may result in disciplinary action to a specific employee, then that specific 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, or positions, 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.
- 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 shall be 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, Negotiations Secretariat 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, Negotiations Secretariat 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.
- 16.10.3 Any dispute which may arise concerning an employee's entitlement to insured benefits under this Agreement may be subject to grievance and arbitration. Stage Two will be the written submission to the Insurance Appeals Committee via the Director of Negotiations Secretariat. If it is not resolved, the grievance can be submitted to arbitration from a list of agreed upon arbitrators, under the provisions of this Agreement.

CLASSIFICATION GRIEVANCES

- 16.11.1 An employee who alleges that his/her position **is** improperly classified may discuss the

claim with his/her 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/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 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.

EXPEDITED ARBITRATION

- 16.14.1 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.
- 16.14.2 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.

- 16.14.3 On the request of either party as defined in Sub-section 16.14.2, 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.
- 16.14.4 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.
- 16.14.5 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

- 16.15.1 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.
- 16.15.2 The parties shall not refer a grievance to a mediator-arbitrator unless they have agreed upon the nature of any issues in dispute.
- 16.15.3 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.
- 16.15.4 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.
- 16.15.5 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)

- 16.16.1 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.
- 16.16.2 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.

16.17 In Article 16, if the Grievance Settlement Board is abolished, references to the Board, or to any Chair or Vice Chair of the Board are deemed to include references to an arbitrator appointed under the Labour Relations Act or otherwise by the parties.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

17.1 No employee shall be disciplined or discharged without just cause. It is understood that disciplinary measures will be subject to the principles of progressive discipline.

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/her dismissal.

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

17.3.2 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 offences for the past three (3) years. Any such letter of reprimand, suspension or other sanctions so removed cannot be used in any subsequent proceedings. Nothing in this paragraph prevents earlier removal by the employee's manager.

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 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 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 COMPASSIONATE 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 An employee may request a leave-of-absence without pay and without accumulation of credits. The Employer shall not unreasonably withhold consent with respect to any such request or request for an extension of such leave, however it is agreed that operating requirements are a factor which will be considered under this provision.
- 20.3 Where an employee is on an approved leave of absence, he/she shall:
- a) have the right to return to his/her position at the end of such leave unless that position has been declared surplus during the employee's absence in which case the employee shall have all rights and entitlements in accordance with Article 14;
 - b) on returning to work, be paid at the level in the salary range he or she attained when the leave commenced;
 - c) remain subject to applicable conflict of interest provisions.
- 20.4 The Employer agrees to provide extended educational leave without pay and without accumulation of credits, for periods of a minimum of one (1) school year.
- 20.5 An employee at his/her option shall be entitled to a leave-of-absence for family responsibilities, without pay and without accumulation of credits, for up to one (1) year for care of a dependent person.

ARTICLE 21 - BEREAVEMENT LEAVE

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, step-mother, step-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, former ward or guardian.

For the purpose of Article 21.1, "spouse" includes common-law spouses. Similarly, "in-law" and "step" relationships listed in Article 21.1 include such relatives of a common-law spouse.

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.

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.

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/her option,
- a) treat the absence as leave without pay and retain any fee he/she receives as a juror or as a witness; or
 - b) deduct the period of absence from his/her vacation credits or accumulated credits or both and retain any fee he/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/she has received as a juror or as a witness.

ARTICLE 23 - LEAVE FOR TAKING OTHER EMPLOYMENT

- 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/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/ 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/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/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 Employment Insurance Act (Canada) and group insurance plans.

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/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/ herself from duty on a leave of absence provided for in this section unless he/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 COMMITTEES

- 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.
- 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 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. These Ministry committees shall meet at least twice a year.
- 27.5 In Ministries not covered by Article 27.4 where there are at least ten (10) employees within the bargaining unit, there shall be a ministry Committee composed of at least one (1) representative of the Employer and one (1) representative of the Association. These Ministry committees shall meet at least once 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. Effective the date of ratification, involuntary moves will be reimbursed by the Employer in accordance with the Employer's written relocation policy which was in effect immediately prior to January 1, 2000 (40 km trigger). Voluntary moves will be reimbursed in accordance with the Employer's current policy (125 km trigger).

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, WSIB, 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/her service with the Employer may continue that participation unless he/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/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. These benefits and terms and conditions may only be altered by mutual agreement of the parties.
- 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

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.

The premium for the Basic Life Insurance Plan coverage shall be paid by the Employer.

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.

Within thirty-one (31) days of termination, employees may apply directly to the insurance carrier to elect a conversion option and thereby obtain an individual life insurance policy without evidence of insurability. The individual policy shall provide coverage up to the amount the employee was insured prior to termination, less the amount of coverage the Employer provides to eligible pensioners. The Employer shall advise all terminated employees of their right to make this conversion in writing prior to the employee's last day of employment.

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
 - c) 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 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.
- 34.6 Within thirty-one (31) days of termination, employees may apply directly to the insurance carrier to elect a conversion option for supplementary life insurance and thereby obtain an individual life insurance policy without evidence of insurability. The individual policy shall provide coverage up to the amount the employee was insured prior to termination less the amount of coverage the Employer provides to eligible pensioners. The Employer shall advise all terminated employees of their right to make this conversion in writing prior to the employee's last day of employment.

ARTICLE 35 - LONG TERM INCOME PROTECTION

- 35.1 The Long Term Income Protection Plan shall provide sixty-six and two thirds percent (66%) of the regular salary of an employee who participates in the Plan and who,
- a) is totally disabled;
 - 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%) of the regular salary of an employee,
- 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 WSIB payments 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 |
| 1985 | 30.00 |
| 1986 | 25.00 |
| 1987 | 20.00 |
| 1988 | 15.00 |
| 1989 | 10.00 |
| 1990 | 0.00 |
| 1991 | 0.00 |

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

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

35.8 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) the employee’s coverage under the Plans shall continue at the Employer’s cost in respect of the time for which the employee is receiving or is qualified to receive LTIP benefits. In addition, the Employer will make all pension contributions on behalf of the employee and on its own behalf in respect of the time for which the employee is receiving or is qualified to receive LTIP benefits.

35.9 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.

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

ARTICLE 36 - SUPPLEMENTARY HEALTH AND HOSPITAL

36.1 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;
- 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 one hundred and twenty dollars (\$120) above the charge by the hospital for standard ward room hospital care for each day 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.

- 36.2 The Employer shall pay,
- 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 1st 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;
 - 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 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 five hundred dollars (\$500) every 5 years per person.
- 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.
- 36.9 If the coverage of an employee or an employee’s dependent for Supplementary Health and Hospital Insurance terminates when the employee or the dependent is pregnant, benefits shall be payable for pregnancy related expenses until the date of the baby’s delivery.
- 36.10 Coverage for Employees who are Totally Disabled
 Where a totally disabled employee is not eligible for the Long Term Income Protection Plan, the employee’s Supplementary Health and Hospital Insurance coverage shall continue as long as the employee is receiving benefits under the Short Term Sickness Plan or is using accumulated credits, or beyond that point, if the employee chooses to pay the full premium for continued coverage. In such cases, if the employee is subsequently approved for benefits under the Long Term Income Protection Plan, the employee will be reimbursed for any premiums paid directly by the employee.

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, endodontic 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).

37.2 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.

37.3 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 1st 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.

37.4 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

- 38.1 a) Effective the 1st 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
 - (iv) two and a half (2 1/2) days per month after twenty-six (26) years of continuous service.
- 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.
- 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/ she is on leave of absence without pay except for pregnancy or parental leave;
 - b) in respect of a whole month in which he/she receives benefits under the **Long Term Income Protection Plan**, unless the employee is in rehabilitative employment with the **OPS**;
- 38.5** Where an employee is absent by reason of an injury or occupational disease for which a **WSIB** award is made, they shall continue to accrue vacation credits for the full period of such leave.
- 38.6** An employee shall be credited with his/her vacation credits for each year on the **1st day** of January in the year, including any increase in entitlements due to occur during the year.
- 38.7** An employee may accumulate vacation credits to a maximum of twice his/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.
- 38.8** Where an employee is prevented from taking a vacation as a result of,
- a) an injury for which a **WSIB** award is granted;
 - 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 **38.1a**), in the case of a full-time employee, or Section **38.1b**), 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** Upon completion of six (**6**) months continuous service in the public service, an employee, with the approval of his/ her manager or designee, may take vacation to the extent of his/her vacation entitlement and his/ her accumulated vacation credits shall be reduced by the vacation taken. Such approval will be subject to operational requirements, but, it is also agreed that such approval will not be unreasonably withheld. 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 on or 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/she is entitled to vacation pay at the rate of four percent (4%) of the earnings of the employee during the period of his/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/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/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 38.1a) in the case of a full-time employee and at the rate set out in Section 38.1b) 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/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.

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

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 The Employer 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 seventeen (17) 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 seventeen (17) 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 Employer four (4) weeks notice of that day.
- 41.7** The Employer 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
 - b) no later than *fifty-two* (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
- 41.9** 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.
- 41.10** Parental leave ends 35 weeks after it began for an employee who takes pregnancy leave and 37 weeks after it began for an employee who did not take pregnancy leave. Parental leave may end on an earlier day if the person gives the Employer at least four (4) weeks written notice of that day.
- 41.11.1** 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 employment insurance benefits pursuant to the Employment Insurance Act (Canada) shall be paid an allowance in accordance with the Supplementary Benefit Plan.
- 41.11.2** In respect of the period of pregnancy leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification and shall also include any increases in salary that she would have attained had she been at work during the leave of absence as they are, or would have been implemented; and
 - b) for each week, up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee receives for the week and any other salary earned by the employee during the week, and ninety-three percent (93%) of the actual weekly rate of pay for her classification and shall also include any increases in salary that she would have attained had she been at work during the leave of absence as they are, or would have been implemented; and
 - c) for each week up to a maximum of fifteen (15) additional weeks, where the employee elects to take Parental Leave in accordance with Article 41.11.6,

payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee receives for the week and any other salary earned by the employee during the week and ninety-three percent (93%) of the actual weekly rate of pay for her classification, and shall also include any increases in salary that she would have attained had she been at work during the leave of absence as they are, or would have been, implemented.

- 41.11.3 In respect of the period of parental leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- a) Where the employee serves the employment insurance waiting period, for the first ~~two~~ (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his/her classification, and shall also include any increases in salary that he/she would have attained had he/she been at work during the leave of absence as they are, or would have been, implemented; and
 - b) for each week, up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee receives for the week and any other salary earned by the employee during the week, and ninety-three percent (93%) of the actual weekly rate of pay for his/her classification, and shall also include any increases in salary that he/she would have attained had he/she been at work during the leave of absence as they are, or would have been, implemented.
 - c) Payments under the Supplementary Employment Benefit Plan will not apply to leave that continues after 52 weeks following the day the child is born or comes into the custody, care and control of the parent for the first time, where Employment insurance benefits ~~do~~ not apply.
- 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 to a parental leave ~~of~~ absence of up to thirty-five (35) weeks
- 41.11.7 Except for an employee to whom Sub-section 41.1 ~~16~~ 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 credits for not more than six (6) weeks.
- 41.11.8 A person returning to work after pregnancy leave, or parental leave or a leave referred to in Sub-section 41.11.6 or 41.11.7 or 41.12 **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.

- 41.11.9 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 41.11.8.
- 41.12 An employee who has worked less than thirteen (13) weeks with the Crown and becomes the parent of a child shall be granted upon request a leave of absence without pay and without accumulation of credits and service, under discretionary leave provisions of Article 20.2 (Leaves of Absence), for up to the following periods:
- (a) fifty-two (**52**) weeks for an employee who would otherwise be eligible for pregnancy leave and parental leave under Sub-sections 41.2 and 41.7; and,
 - (b) forty-three (43) weeks for an employee who would otherwise be eligible for parental leave and extended leave only, under Sub-sections 41.7 and 41.11.7.

If otherwise eligible, the employee is entitled to continue benefit coverage during the leave by paying both the employee's and the Employer's share of the premiums.

ARTICLE 42 - SHORT TERM SICKNESS PLAN

- 42.1 A full-time employee who is unable to attend to his/ her duties due to sickness or injury is entitled, in each calendar year, to leave of absence,
- 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.
- 42.2 A part-time employee who is unable to attend to his/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.
- 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 **42.1b)** or **42.2b)** is entitled, at the employee's option, to have sufficient credits deducted from the employee's accumulated credits for each day to which Section **42.1b)** or **42.2b)** 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/ 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/her accumulated attendance credits.
- 42.8** 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 Employer is forwarded to the Deputy Minister or his/ her designee of the Ministry, certifying that the employee is unable to attend to official duties.
- 42.9** 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.
- 42.10** The Employer shall pay the costs of any medical certificates which it requires under this Article.

ARTICLE 43 –WORKERS' COMPENSATION BENEFITS and WORKPLACE SAFETY AND INSURANCE BENEFITS (WSIB refers to either as appropriate)

- 43.1** Where an employee is absent by reason of an injury or occupational disease for which a WSIB claim is made, his/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/she is entitled under Article **42** (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.

- 43.2 Where an employee is absent by reason of an injury or occupational disease for which a WSIB award is made, 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.
- 43.3 Where a WSIB award is made 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.
- 43.4 Where an employee receives a WSIB award, 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, LTIP, 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 a WSIB award is made 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 WSIB 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.
- 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 1st 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 1st day of October, 1965 and before the 1st 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 (1 1) 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,

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

- d) severance pay equal to one-half (1/2) week of salary for each year of continuous service before the 1st day of January, 1970 and one (1) week of salary for each year of continuous service from and including the 1st 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 1st day of January, 1970 is entitled to severance pay for each year of continuous service up to and including the 31st 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 (1 1) 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
 - (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,
 - (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 1st 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
 - 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.

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 **(1/2)** one-half 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 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 - PROFESSIONAL MATTERS

- 46.1** The Employer agrees that acknowledgement will be given to authors and contributors to technical papers, documents, reports and research papers.
- 46.2** Effective for the calendar year 2001, the annual fees for the licensing of employees as professional engineers in the province of Ontario will be reimbursed by the Employer up to a maximum of one-hundred and seventy-five dollars per calendar year.

ARTICLE 47 - SALARY

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

ARTICLE 48 - TERM OF AGREEMENT

- 48.1 This Agreement covers the period from January 1, 2001 until December 31, 2003. The effective date of any of the terms of this Agreement unless otherwise indicated shall be the date of ratification (August 30, 2001). This Agreement shall continue automatically thereafter for annual periods of one (1) 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.

APPENDIX A: EMPLOYMENT STABILITY

Management Board Secretariat
Secretariat du Conseil de Gestion

Corporate Labour Relations/
 Negotiations Secretariat
 77 Wellesley Street West
 7th Floor, Ferguson Block
 Toronto, ON M7A 1N3
 Tel: (416) 325-1501
 Fax: (416) 325-1483

Mr. Dan Conte,
 President, PEGO
 Suite 206, 3199 Bathurst Street
 Toronto, Ontario
 M6A 2B2

August 11, 2001

Dear Mr. Conte,

The Government of Ontario is aware that its restructuring initiatives over the next three years could have a significant effect on employees, some of whom have served for a lengthy period. Accordingly, the Employer undertakes the following:

1. 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 sector, 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.
2. 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).
3. The employee must elect whether or not to accept employment with the new Employer within five (5) working days of receiving an offer. In default of election, the employee shall be deemed to have accepted the offer.
4. 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.
5. **The obligations of the employer concerning reasonable efforts and employee bidding set out in paragraphs 1 through 4 shall be deemed to have been satisfied provided that:**
 - (1) (a) In respect of the transfers of bargaining unit **jobs** or functions as a result of transfers listed in schedule "A" to this memorandum the Employer shall include in all the Requests for Proposal (RFP) or tenders, relating to those transfers a mandatory requirement that proponents must commit in their

proposals to make job offers to all of the classified PEGO employees who will be declared surplus as a result of the disposition or transfer of their jobs under the RFP or tender. Such job offers shall be at a salary of at least 85% of the respective employee's salary at the time of the RFP or tender and recognize the service in the Ontario Public Service of each employee for the purposes of qualification for vacation, benefits entitlements and other terms of employment except for pension to the extent that they are provided in the proponent's workplace. Job offers shall not include any probationary period. Proposals that do not satisfy the above mandatory requirement will be disqualified. Upon the inclusion of the **foresaid** terms in an RFP or tender in respect of a project listed in schedule "A" the Employer will be deemed to have satisfied all the requirements of this Appendix A in relation to the transfer of bargaining unit jobs or functions under the RFP or tender.

- (b) The Employer shall determine the PEGO employees whose work will be directly transferred by the RFP or tender prior to the release of an RFP or tender and this determination shall be final for purposes of the requirement to require job offers in subsection (1).
 - (c) The parties may add transfers to schedule "A" by mutual agreement only.
- (2) In respect of the disposition or transfer of bargaining unit jobs or functions not listed in schedule "A" the Employer's obligations under Appendix A will be satisfied by the Employer offering the prospective new employer an incentive, equal to the amount that would be payable as enhanced severance pay to a classified employee in order to either secure or improve a job offer for that employee.
- (3) Classified employees declared surplus as a result of the disposition or transfer of bargaining unit jobs or functions to the private or broader public sector will have the right to turn down any job offer under Appendix A and exercise their rights prescribed by paragraphs "6" to "9" of Appendix A and Article 14, excluding 14.5 of the Collective Agreement.
- (4) The employer shall include in the RFP or tender the statement that employees may bid on the same basis as others. The forgoing will be deemed to satisfy all the Employer's obligations in respect of employee bidding under Appendix A.

Pension Bridging

6. (a) Employees who have been declared surplus may continue to accrue pension credits for the period represented by their Article 45 termination payment subject to the appropriate contributions by the Employer and the employee. This paragraph will not apply to employees described in paragraph 5 who are transferred 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 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 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 8 of this Appendix 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 paragraph will not apply to employees described in paragraph 5 who are transferred to a new employer.

Surplus employees who choose any of these pension bridging options in section 6 shall waive all rights to displacement, redeployment, pay-in-lieu and recall.

Surplus Factor 80 Program

- 7.1 An employee who has reached Factor 80 on or before May 31, 1997, 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 5, who is otherwise eligible to requalify under the Factor 80 Program, shall be considered eligible to requalify as prescribed herein.
- 7.2 The Employer agrees to extend Factor 80 for employees declared surplus up until March 31, 2004.

Enhanced Severance

8. 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 6(a) of this Appendix will become eligible 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 5 of the Appendix who are transferred to a new employer.
9. This Appendix forms part of the Agreement, and is in effect for so long as the terms and conditions of the Agreement are in effect.

Yours sincerely,

Janice Cameron
Corporate Staff Relations Officer

Schedule A

Labour-Material Testing Laboratory
Municipal Affairs and Housing- Social Housing

APPENDIX B: 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/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 WSIB payments, 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.
- 1.4 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.
- 1.5 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.
- 1.6 Each day or part thereof by which a leave of absence with pay taken by an employee under Section 1.4 exceeds his/her accumulated compensation option credits after making any deduction required by Sections 1.3 or 1.5 shall be deducted from his/her vacation credits, and

the employee shall repay to the Employer the salary paid to him/her for any day or part thereof of the leave of absence with pay that cannot be so deducted.

- 1.7 Any amount to be repaid under Sub-section 1.6 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.
- 1.8 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.
- 1.9 Notwithstanding Article 1.8, where an employee has been identified as surplus, every effort will be made to extend the layoff date to allow the employee to take leave of absence with pay for all accumulated compensation credits, without affecting any other entitlements under the Collective Agreement.
- 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 - PAY FOR PERFORMANCE

- 1.1 The provisions for pay for Performance which replace the former provisions for merit increases and performance bonuses are set out in Schedule "A" as attached.
- 1.2 On return from an acting assignment to home position, an employee will receive the rate they would have attained if the acting assignment had not taken place.
- 1.3 Effective April 1, 2002, pay for performance will be processed within a fixed envelope, which shall be based on the aggregate annualized salaries of employees in the PEGO bargaining unit as of March 31st each year and shall be calculated as follows:
 - Two percent (2%) of the annualized salaries of all employees; plus,
 - Three percent (3%) of the annualized salaries of those employees whose salaries are at least three per cent (3%) below the maximum salary for their job classification as of that date; plus,
 - The differential between the annualized salaries and the salary range maximum for the job classifications of those employees whose salaries are within three per cent (3%) of such maximum salary as of that date.
- 1.4 Individual disputes over an employee's rating on Schedule "A" shall not be arbitrable. Arbitration shall be limited to ensuring that the envelope has been spent.
- 1.5 Administration and results of pay for performance shall continue to be a topic covered by the Terms of Reference of the Central PEGO - Management Committee. The Employer shall provide PEGO with a breakdown, by Ministry, of the results of pay for performance by September 30th of each year. Ministries with fewer than ten (10) employees within the bargaining unit may be combined for reporting purposes.

SCHEDULE A

Basic Components

- A.1 Concept blends merit and pay for performance.
- A.2 Employees within the range receive increase to base.
- A.3 Employees at the maximum receive a lump-sum.
- A.4 Employees close to maximum receive a combination of increase to base and lump-sum where applicable (e.g., Employee is 2% from the maximum, but receives a 6% rating. Increase to base would be 2% and lump-sum would be 4%).
- A.5 Performance standards to be established in performance management plans.
- A.6 All employees will be converted to a common anniversary date – i.e., April 1st commencing in the year 2002. This date will apply only for purposes of pay for performance and not for seniority or service.
- A.7 Performance evaluations will be completed by June 30th of each year commencing with the year 2002.
- A.8 Payouts will occur by August 31st of each year, commencing with the year 2002. Increases to the range shall be retroactive to April 1st of that year.

| Performance Categories | Increase Within Salary Range (to base) | Bonus at Maximum Salary (lump-sum) |
|------------------------|---|---------------------------------------|
| Exceeds | 6.0%* | 6.0%* |
| Satisfactory | 3.5%* | 3.5%* |
| Needs Improvement | 1.0%* | 0.0% |
| Unsatisfactory | 0.0% | 0.0% |
| st | | |

Initial Implementation of Employees within Range

- A.9 Employees receive merit increases based on the provisions of the 1999/00 Collective Agreement on their scheduled anniversary date until March 31/02.
- A.10 Effective April 1, 2002 anniversary dates of Employees will be converted to a single date – April 1st, 2002 (i.e., the first day of the fiscal year).
- A.11 Employees will receive a prorated pay for performance increase based on the difference between their scheduled anniversary date and April 1, 2002.

- A.12 Employees will not be eligible for payment of pay for performance until successful completion of the probationary period. On successful completion of probation, the employee shall be eligible for pay for performance effective April 1st. For these employees, pay for performance will be prorated to the total time since date of hire.

Initial Implementation of Employees at Maximum of Range

- A.13 The anniversary date of all employees at the maximum will be April 1st, commencing in the year 2002.
- A.14 Employees who are at the maximum prior to April 1, 2001 will receive a full lump-sum payment effective April 1, 2002.
- A.15 Employees who reach the maximum of the salary grid between April 1, 2001 and April 1, 2002 will receive a prorated lump-sum based on the difference between their old anniversary date and April 1, 2002.

APPENDIX D - SALARY SCHEDULEJanuary 1, 2001 Salary Schedules

| | | |
|-------|--------|--------|
| 04PBE | 42,914 | 51,497 |
| 05PBE | 48,064 | 57,219 |
| 06PBE | 54,358 | 62,941 |
| 07PBE | 61,682 | 72,096 |
| 08PBE | 65,802 | 76,674 |
| 09PBE | 68,548 | 86,515 |
| 10PBE | 73,812 | 91,552 |
| 11PBE | 78,963 | 99,218 |

January 1, 2002 Salary Schedules

| Class | Annual min | Annual max |
|--------------|-------------------|-------------------|
| 04PBE | 43,751 | 52,501 |
| 05PBE | 49,001 | 58,335 |
| 06PBE | 55,412 | 64,168 |
| 07PBE | 62,885 | 73,502 |
| 08PBE | 67,085 | 78,169 |
| 09PBE | 69,885 | 88,202 |
| 10PBE | 75,251 | 93,337 |
| 11PBE | 80,503 | 101,153 |

January 1, 2003 Salary Schedules

| Class | Annual min | Annual max |
|--------------|-------------------|-------------------|
| 04PBE | 44,604 | 53,525 |
| 05PBE | 49,957 | 59,473 |
| 06PBE | 56,499 | 65,419 |
| 07PBE | 64,111 | 74,935 |
| 08PBE | 68,393 | 79,693 |
| 09PBE | 71,248 | 89,922 |
| 10PBE | 76,718 | 95,157 |

Lump Sum Payment: There shall be a lump sum payment of \$300.00 for each employee who was on staff as of December 31, 2000.

APPENDIX E - PROFESSIONAL ENGINEERING DEVELOPMENT

PROFESSIONAL ENGINEERING DEVELOPMENT PROGRAM (PBE04-PBE06)

- 1.1 Management Board Secretariat agrees to encourage the establishment of a professional engineering development program for PBE levels 4-6 in each ministry when sufficient job opportunities exist.
- 1.2 The details of the above program shall be discussed by the ministry PEGO Management Committee including, but not limited to, the following:
 - a) nature of training,
 - b) length of the program,
 - c) rate of progression,
 - d) evaluation of employee progress.

TRAINING AND DEVELOPMENT (PBE07-PBE11)

- 2.1 In recognition of the professional needs of employees in the bargaining unit, the Employer and Association agree that upgrading of technical and professional skills is of mutual benefit to the Employer and employee.
- 2.2 In keeping with the above, the ministry PEGO-Management Committee will discuss the following issues:
 - a) ways to make the courses offered by the Employer more relevant to the professional needs of the employees in the bargaining unit,
 - b) access to professional development, courses, seminars and conferences.
- 2.3 Employees will be given time off and reimbursed for tuition and travel expenses according to their ministry's policy and/or practice.

APPENDIX F - HOME POSITION

- 1.1 Employees from outside the bargaining unit temporarily assigned to a PEGO position for a period of more than 30 days will on the 31st day commence paying dues and be governed by the terms of the PEGO collective agreement except that pensions and insured benefits, as well as job security entitlements, will continue to be governed by the rules applicable to the employee's home position.
- 1.2 When a PEGO bargaining unit member is temporarily assigned to a position in another bargaining unit for a period of more than 30 days, he/she will on the 31st day commence paying dues and be governed by the terms of the collective agreement of the position to which he/she has been assigned except that pensions and insured benefits entitlements, and entitlements under Article 14, will continue to be governed by the rules applicable to the employee's home position.
- 1.3 When a PEGO bargaining unit member is temporarily assigned to a non-bargaining unit position, he/she shall continue to pay dues to PEGO and continue to be covered by the PEGO agreement for the entire term of the temporary assignment.

Signed at Toronto this 29 day of October, 2001:

For PE&O:

A. Ahmed
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

For the Employer:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Management Secrétariat
Board du Conseil
Secretariat de gestion

Corporate Labour Relations/
Negotiations Secretariat
77 Wellesley Street West
7th Floor, Ferguson Block
Toronto, ON M7A 1N3
Tel: (416)
Fax: (416) 325-1483

Mr. Dan Conte,
President, PEGO,
3199 Bathurst Street, Suite # 206,
Toronto, Ont., M7A 1N3.

October 3, 2001

Re: **Benefit Amendment**

Dear Mr. Conte,

Under the 1999-2000 Collective Agreement, employees were eligible for reimbursement for erectile dysfunction (ED) drugs excluding Viagra to a maximum of \$500. per year. Under the new agreement, ED drugs will now include Viagra and the coverage will continue to be subject to the \$500. maximum. This provision is retroactive to August 11, 2001.

This will confirm that a plan amendment has been done with Great-West Life Assurance Company to be effective August 11, 2001.

Yours truly,



Janice Cameron,
Corporate Staff Relations Officer

Management Board
Secretariat

Secrétariat
du Conseil
de gestion

Corporate Labour Relations/
Negotiations Secretariat
77 Wellesley Street West
7th Floor, Ferguson Block
Toronto, ON M7A 1N3
Tel: (416)
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Mr. Dan Conte,
President, PEGO,
3199 Bathurst Street, Suite # 206,
Toronto, Ontario, M7A 1N3.1

February 5, 2001

Re: Dignity at Work

Dear Mr. Conte,

This will confirm our discussion of the need for general education for members on the Workplace Discrimination and Harassment Prevention Policy (WDHP) and the Equal Opportunity Operating Policy. The intention of these policies is to promote fair employ practices, and improve the work environment across the OPS while supporting the Ont: *Human Rights Code*.

Knowledge about the OPS policies will help members understand the scope of coverage and resolutions options already available to them. One of the areas covered under the application of the WDHP policy includes "discrimination or harassment in any aspect of employment" and gives examples such as hiring, recruitment, promotion, training, lay-off termination and leaves of absences. Several key definitions in the policy describe the intent and scope of the policy. Discrimination includes but is not limited to, unequal treatment on one or more of the prohibited grounds..." and "includes failure to provide appropriate employment accommodation in accordance with this policy and the Code. Harassment is defined as a course of vexatious conduct or comment that is known or to be reasonably known to be unwelcome, e.g. abusive or belittling comments or graffiti, demeaning jokes, display of offensive materials). Where a single event appears to create a poisoned work environment, it is also considered a violation. The poisoned work environment refers to an infringement of everyone's right to equal treatment with respect to employment which includes comments, behavior or work environment that ridicules, belittles or degrades people or groups identified by one or more of the prohibited grounds. Poisoned work environment could result from a serious and single event, remark or action and need not even be directed at a particular individual. Additionally, employees are protected from malicious or bad faith allegations and from retaliation by another employee for exercising a right under the policy. One of the mandatory requirements of the policy is that employees must be educated about the processes, including their right to be accompanied by another person of their choice when attending a discussion related to the policy.

Management for their part, have the responsibility of creating and maintaining a workplace

free of discrimination and harassment and **are held** accountable for implementing the policy. Management are directed not to condone any **kind of discrimination and harassment** and must **act** even if the behaviors fall outside of **the Application and Scope** of the WDHP policy. Their role includes supporting people who **speak up when they think** that others are not being treated **with dignity** in the workplace. **Some of the factors** considered in resolution are: public embarrassment, damage **to self-esteem, emotional health, ability to function effectively at work, use of complainant's vulnerability caused by personal/employment situation, personality or isolated locations.** **Alternate dispute resolution methods** are provided for under the policy. MBS maintains a roster of **ADR practitioners.**

Samples of course outlines from **SSB** are attached for your information.

We agree that everyone should work together to preserve dignity at work and to prevent discrimination, harassment and a poisoned work environment.

Yours very truly,



Janice Cameron,
Corporate Staff Relations Officer

**CENTRAL PEGO-MANAGEMENT COMMITTEE
TERMS OF REFERENCE**

PURPOSE:

The Central PEGO-Management **Committee** is established to consult and **communicate on matters of mutual concern** under Article 27 of the **1999-2000 Collective Agreement** between the **Crown in Right of Ontario** as represented by **Management Board Secretariat (Employer)** and the **Professional Engineers and Architects of the Ontario Public Service (PEGO)**.

MANDATE:

The **Central Committee's** mandate is as follows:

- a to assist in the **identification** of **service-wide issues** and consult on policies and practices to deal with them.
- to be a **forum** between **formal** negotiations for the **discussion and** resolution of corporate labour relations matters.
- a to discuss **corporate issues** referred by the **PEGO-Ministry** committees, as well as **unresolved ministry** issues. These might include: **exclusions challenges, disputes** related to **work of the bargaining unit, classification disputes, concerns** about an employee's **working hours, pay for performance** (guidelines and **summary of results**), and **reasonable efforts** negotiations.

COMPOSITION:

The **Committee** will be **composed of four** representatives of each party.

ADMINISTRATION:

PEGO members shall be made **available** by their home **ministry** without loss of pay or credits and shall include reasonable travel time where required. Each party will **pay its own travel and other expenses**.

Meetings will be held **four times per year, or more frequently as required**. **Agendas** will be **jointly developed**. **Minutes** will be **jointly approved** and completed within **three weeks** of the meeting date. **Minutes** will not be used in **arbitration**, unless both parties **agree**.

Discussion may involve all **Committee members**, however for **decision-making** each co-chair will **present a final position** to identify whether there is **agreement**. If **not, unresolved issues** may be **addressed in bargaining**, or the parties may **agree** to select a **facilitator** whose **recommendations** shall be **non-binding** and whose costs shall be **shared**.

Signed in Toronto this
For PEGO

day of **January, 1999**.
For Employer

To **Wendy-Anne Smith,**
Policy Coordinator
Staffing & Development, MBS

September 4, 2001

Re Discontinuance of PEGO Job Posting Website

During negotiations for the PEGO collective agreement, the parties agreed that effective immediately, the special PEGO job posting site would be discontinued. The Employer will continue to post electronically in accordance with Article 7.1 of the collective agreement.

Yours truly,



Janice Cameron,
Corporate Staff Relations Officer,
MBS

Management Secrétariat
Board du Conseil
Secretariat de gestion

Corporate Labour Relations/
Negotiations Secretariat
77 Wellesley Street West
7th Floor, Ferguson Block
Toronto, ON M7A 1N3
Tel: (416) 325-1475
Fax: (416) 325-1483

Mr. Dan Conte,
President, PEGO,
3199 Bathurst Street, Suite # 206,
Toronto, Ontario, M7A 1N3.

September 4, 2001

Re: **Article 29-Relocation Expenses**

Dear Mr. Conte,

This will confirm our agreement during negotiations concerning the implementation of the relocation policy. As discussed, if the Employer agrees to a 40 km trigger for both voluntary and involuntary moves with either OPSEU or AMAPCEO, the same provisions shall apply to PEGO members effective the same date.

Yours truly,



Janice Cameron,
Corporate Staff Relations Officer

Management Board Secretariat
Secretariat du Conseil
de gestion

Corporate Labour Relations/
Negotiations Secretariat
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Tel: (416)
Fax: (416) 325-1483

August 8, 2001

Mr. Dan Conte
President, PEGO
3199 Bathurst Street, Suite #206
Toronto, Ontario
M7A 1N3

Dear Mr. Conte,

This letter will confirm that concerns raised regarding the administration of the Illness, Injury, and Employment Accommodation Program (IEA), in particular the Attendance Support Program (ASP), will be discussed at the Central PEGO Management Committee. To aid the discussion, the Employer has agreed to arrange for the corporate policy lead on the program to attend the meeting.

Some of the topics for discussion may include, but will not be limited to, the following:

- Concerns around the **administration** of the program
- Intent and objectives of the program
- Mercer study
- **Ability to make alternative work arrangements**
- Managerial **flexibility** around the **administration** of the program
- Need for accommodation prior **to the threshold being met**

Sincerely,



Janice Cameron
Corporate Staff Relations Officer

August 10, 2001

Janice Cameron
Corporate Staff Relations Officer
Management Board Secretariat
77 Wellesley Street West
Toronto, Ontario
M7A 1N3

RE. No Proration of PEGO Dues Under Article 5

Dear Janice,

Please note that PEGO dues are to be deducted as a fixed amount from *each* bi-weekly pay, regardless of classification. As *such*, there should be no proration of dues in the event an employee works a portion of a bi-weekly period.

Yours,

A handwritten signature in black ink, appearing to read 'Dan Conte', with a stylized flourish at the end.

Dan Conte, P.Eng.
President

cc. Paul Farrace, PEGO

Management Board
Secretariat

Secrétariat
du Conseil
de gestion

Corporate Labour Relations/
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Mr. Dan Conte,
President, PEGO,
3199 Bathurst Street, Suite # 206,
Toronto, Ont., M7A 1N3.

Feb. 5, 2001

Re: **Article 5-Check Off of Association Dues**

Dear Mr. Conte,

As a result of our discussions, this will confirm that the Employer will undertake to implement the results of the Dues Report Consolidation Committee for PEGO.

Yours truly,



Janice Cameron,
Corporate Staff Relations Officer

Management Board
Secretariat

Secrétariat
du Conseil
de gestion

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Mr. Dan Conte,
President, PEGO,
3199 Bathurst Street, Suite #206,
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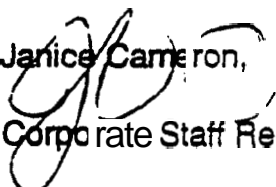
October 5, 2001

Dear Mr. Conte,

The Employer agrees that no position or person in the PEGO bargaining unit will be reclassified, nor will any other action be taken with respect to such **position** or person that is tantamount to reclassification, which would have the effect of moving the position or the **person** from the PEGO bargaining unit to another bargaining unit.

For greater certainty, the parties agree that the Employer may reorganize and restructure provided that employees affected receive the benefits of Article 14, Employment Stability.

Yours truly,


Janice Cameron,
Corporate Staff Relations Officer



Management Board Secretariat
Secrétariat du Conseil de gestion

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Mr. Dan Conte,
President, PEGO,
3199 Bathurst Street, Suite # 206,
Toronto, Ont., M7A 1N3.

October 5, 2001

Re: LAND SURVEYORS

Dear Mr. Conte,

This will confirm that the employer has agreed to recognize the Ontario Land Surveyors into the PEGO group pending the exclusion exercise. As previously discussed, professional dues payment will apply to professional engineers **only**.

The Parties agree to negotiate the appropriate wage increases for Ontario Land Surveyors, and the resulting salary schedules will be appended to the Collective Agreement.

Yours truly,

Janice Cameron,
Corporate Staff Relations Officer