PROFESSIONAL ENGINEERS GOVERNMENT OF ONTARIO
INGENIEURS GOUVERNEMENT DE L'ONTARIO

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)

January 1, 2023 – December 31, 2026

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PART A – WORKING CONDITIONS

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.

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,
- surveyors in training,

who are employed in their professional capacity and who are public servants appointed under Part III of the Public Service of Ontario Act, 2006 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.

2.3 No position or person in the 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.

2.4 Upon written request to the employee's immediate supervisor, a regular employee in the bargaining unit shall be provided with a copy of their current position description and other documents, if they exist, related to the duties and responsibilities of the position. This information shall be provided within twenty (20) working days of the request.

2.5 Upon written request to the Employer, the Association shall be provided with a copy of any position description (whether inside or outside of the bargaining unit). This information shall be provided within twenty (20) working days of the request.

2.6 Notice or correspondence required under this Agreement shall be delivered to the President of the Association electronically or at the following address: Professional Engineers Government of Ontario, 347 Jane Street, Toronto, ON M6S 3Z3.

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, regulations and directives; 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 It is understood that the parties are committed to principles which will foster and encourage diversity in the workplace.

4.2 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.

4.3 There shall be no discrimination or harassment practised by reason of an employee's membership or activity in the Association.

4.4 The Parties are committed to a workplace free from workplace harassment, including bullying, by other employees, supervisors, managers, any other person working or providing services to the Employer in the workplace, clients or the public, in accordance with the law. Workplace harassment is engaging in a course of vexatious comment or conduct against an employee in the workplace that is known or ought reasonably to be known to be unwelcome.

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 report will be generated for the Association by the Employer including the following information:

- the names of the employees in respect of whom deductions have been made
- the employee WIN identification number
- ministry, branch, office, work location (street address, city/town)
- employment status (active, terminated, leave of absence (specifying type of leave))
- job class code (PBE or PBS classification) and home position title
- employee class (regular or fixed term)
- continuous service date
- gender
- benefit base salary (annualized pay rate used for calculating benefits such as insurance premiums)

and any such other information as may be agreed upon by the parties.

The Employer will continue to provide the Association with the data for reconciliation of dues as per current practice unless changed by the agreement of the parties. The Association agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this article.

5.5 PEGO dues or assessments, or the equivalent amount, shall be itemized on the annual T-4 slip as annual Union dues.

ARTICLE 6 - FIXED TERM EMPLOYEES

6.1 The only terms of this Agreement that apply to employees who are not regular employees are those that are set out in this Article.

6.2 The following sections in this Article shall apply only to fixed term employees.

WAGES

6.3.1 The rate of the equivalent positions classified as positions in the regular service shall apply.

6.3.2 A full-time fixed term 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 regular service Salary Category to which they correspond.

HOLIDAYS

6.4.1 Fixed term 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), the employee is entitled to a compensating day as a holiday in lieu thereof.

BENEFITS AND VACATION PAY

6.5.1 All full-time fixed term 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 four percent (4%) of their basic hourly rate for all hours worked (including holidays and vacation).

6.5.2 Effective as soon as practical upon ratification by both parties, all active fixed-term employees employed as of February 5, 2025, shall, within thirty-one (31) days, have a one-time option to elect to pay 100% of the premium toward insured benefit plans set out in Articles 36 (Supplementary Health and Hospital) and 37 (Dental Plan) for the duration of their contract and any subsequent extensions or reappointment not broken by a 13 week or greater period of non-employment. Employees will be insured under the insured benefits plan effective the first of the month immediately following their election and following at least two (2) months of continuous service.

6.5.3 Within sixty (60) days following the date of hire, all fixed-term employees hired shall have a one-time option to elect to pay 100% of the premium toward insured benefit plans set out in Articles 36 (Supplementary Health and Hospital) and 37 (Dental Plan) for the duration of their contract and any subsequent extensions or reappointment not broken by a 13 week or greater period of non-employment. Employees will be insured under the insured benefits plan effective the first of the month immediately following two (2) months of continuous service.

6.5.4 Within thirty-one (31) days following a subsequent extension or reappointment for a period longer than the original contract period, a fixed-term employee who did not elect to participate as provided for in Articles 6.5.2 or 6.5.3 shall have a one-time option to elect to pay 100% of the premium toward insured benefit plans set out in Articles 36 (Supplementary Health and Hospital) and 37 (Dental Plan) for the duration of their contract and any additional extensions or reappointment not broken by a 13 week or greater period of non-employment. For clarity, this window for election shall only be made available to each employee once, regardless of the number of subsequent contract extensions or reappointment. Employees will be insured under the insured benefits plan effective the first of the month immediately following their election and following at least two (2) months of continuous service.

6.5.5 Once an employee has opted for insured benefits coverage under Article 6.5.2, Article 6.5.3 or Article 6.5.4, they will be required to maintain coverage for the duration of their fixed term employment, including any subsequent extensions or reappointment not broken by a 13 week or greater period of non-employment.

6.5.6 Notwithstanding Article 6.5.5, a fixed-term employee working full-time hours may opt out of coverage within thirty-one (31) days following the start of a subsequent fixed-term reappointment where the hours of work are less than full-time.

6.5.7 A fixed term employee is entitled to vacation credits at the rate of one and one quarter (1 1/4) days for each full month in which the employee is at work or is on vacation leave of absence or leave of absence with pay.

6.5.8 A fixed term 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 their employment.

6.5.9 A fixed term 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 their credit at the date they cease to be an employee.

6.5.10 Where a fixed term employee is appointed to the regular service, vacation credits accumulated under this Article shall continue to stand to the credit of the employee.

6.5.11 Upon completion of six (6) months continuous service in the Ontario public service, an employee with the approval of their manager or designee, may take vacation to the extent of their earned vacation credits and their 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.

6.5.12 The Employer shall inform all newly hired fixed-term employees in writing within thirty (30) days of hire of the option to join the Public Service Pension Plan and of the option to enroll in the insured benefit plans as set out in articles 36 and 37.

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 Article 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 their official duties by reason of illness or injury. However, accumulated attendance credits earned prior to April 1, 1978 may be transferred to the regular service when the appointment to the regular service is made from continuous, unbroken, full-time fixed term service.

For clarity, where a fixed term employee uses an attendance credit the hours covered by that credit will be counted as ‘attendance’ for the purposes of this Article.

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 their designee of the Ministry, certifying that the employee is unable to attend to their official duties.

6.6.3 Notwithstanding Sub-article 6.6.2, where it is suspected that there may be an abuse of sick leave, the Deputy Minister or their 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, 2000. 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 Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time before December 3, 2017, parental leaves shall be granted for up to thirty-five (35) weeks for an employee who has also taken pregnancy leave referred to in Article 6.7.1, and for up to thirty- seven (37) weeks for other employees.

6.7.3 Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time on or after December 3, 2017, parental leave shall be granted for up to sixty-one (61) weeks for an employee who has also taken pregnancy leave referred to in Article 6.7.1, and for up to sixty-three (63) weeks for other employees.

BEREAVEMENT LEAVE

6.8.1 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 their spouse, parent, parent-in-law, child, sibling, child-in-law, sibling-in-law, grandparent, grandchild, step-parent, step-child, step-grandparent, step-grandchild, ward, guardian, former ward or former guardian.

6.8.2 For the purpose of Article 6.8.1, "spouse" includes common-law spouses and same sex partners. Similarly, "in-law" and "step" relationships listed in Article 6.8.1 include such relatives of a common-law spouse or same sex partner.

6.8.3 An employee who would otherwise have been at work shall be allowed one (1) day leave of absence without pay in the event of the death and to attend the funeral of their parent's sibling, their sibling's child, or their spouse's sibling's child.

6.8.4 It is understood that a leave of absence under Articles 6.8.1 will be counted as 'attendance' for the purposes of Article 6.6.

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 REGULAR SERVICE

6.10.1 Where an employee is appointed to the regular service and has worked more than twenty-four (24) hours per week on a continuous basis immediately prior to appointment to the regular service, the time they actually worked within the previous year may be considered to be part of their probationary period to a maximum of six (6) months.

6.10.2 Notwithstanding Sub-article 6.10.1, above, where an employee is appointed to the regular service as a regular part-time employee 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 regular service, the time they actually worked within the previous year may be considered to be part of their 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 fixed term employees: Articles 1, 2, 3, 4, 5, 7.1, 7.3, 7.4, 8.11, 8.12, 9, 10, 11, 12, 13, 15, 16, 17,19, 20, 22, 24, 26, 29, 39, 46, 47, 48, 49, Appendix F (Home Position).

CONVERSION

6.12.1 Where the same work has been performed by an employee in the fixed term service for a period of at least eighteen (18) consecutive months, (except for situations where the fixed term employee is replacing a regular 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 regular service to perform that work.

6.12.2 Where the Ministry has determined that it will convert a position in accordance with Article 6.12.1, the status of the incumbent in the position will be converted from fixed term to regular, provided that the incumbent has been in the position in question for at least eighteen (18) consecutive months.

6.12.3 Where an employee in the fixed term service was temporarily assigned to a regular position for at least eighteen (18) months and:

(i) the position has been filled through a competitive process, and

(ii) at that point in time, there is a continuing need for the work to be performed on a full-time basis for greater than an additional twelve (12) months, and

(iii) the position does not have a home incumbent, and

(iv) the position has cleared surplus,

the Employer shall assign the employee to the position on a permanent basis.

If at the end of eighteen (18) months an employee was not offered an assignment to the position on a permanent basis because of the conditions of 6.12.3(ii), but the position continues for twelve (12) months, then the Employer shall assign the employee to the position on a permanent basis at the conclusion of this 12-month period subject to surplus clearance at that time.

SENIORITY FOR THE PURPOSE OF FILLING VACANCIES OR NEW POSITIONS

6.13.1 Notwithstanding Article 15.1 (b), a fixed term employee shall be entitled to have their service counted towards the accumulation of seniority based upon their most recent date of hire following any break in employment as defined by the Employment Standards Act, 2000, for the sole purpose of any determination made by the Employer under Article 7.3, if applicable.

6.13.2 No fixed term employee shall have their name added to the seniority list and Article 15.6 has no application.

ARTICLE 7 - POSTING AND FILLING OF VACANCIES OR NEW POSITIONS

7.1 When a vacancy occurs in the regular service for a bargaining unit position or a new regular position is created in the bargaining unit, it shall be advertised for at least ten (10) working days prior to the established closing date. 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 regular 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.

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.

7.6.1 The Employer agrees to post temporary assignments according to Articles 7.1 to 7.5 which:

a) are nine (9) 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.

7.6.2 Where an assignment was not posted pursuant to Article 7.6.1, 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.

7.7.1 Vacancies may be filled without competition upon clearing surplus under the following circumstances:

a) if within twelve (12) 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 twenty-four (24) months, in which case the Employer may assign the employee to the position on a permanent basis.

c) In addition, any employee who is directly assigned under Article 14.4 (Redeployment) to a classification that is below the employee's own classification, and who then applies to a posting for a vacant position, provides their qualifications, and indicates their wish to trigger their entitlement under this clause, is entitled to be appointed to the vacant position which is one classification higher than that currently held, provided that they are qualified to perform the required duties.

If more than one employee triggering this provision is "qualified to perform the required duties", in respect of the same position, the employee with the greater seniority will be appointed to the position.

An employee who applies for a vacant position and is accepted, and then refuses the placement, has no further rights under this provision.

7.7.2 The following shall not be considered vacancies under Article 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 regular employee is assigned to a position pursuant to Articles 2.2, 8.7, 8.9 or 8.10.

7.8 a) Notwithstanding Article 7.1, the Employer may post potential opportunities for permanent positions or temporary assignments that may arise over the next 12-month time period. The posting shall state, where applicable, the nature and title of the position(s), salary, qualifications required, and the area in which the position(s) exist. The Employer will identify on the posting that it may be used to fill positions over the 12-month time period. The posting shall state that candidates must indicate their work location preference, if applicable, in their application. The posting period will be for at least fifteen (15) working days prior to the established closing date.

This closing date may be extended should the Employer determine that there is an insufficient number of potential qualified candidates. Upon agreement by the Employer, an employee may apply after the established closing date provided that the interview process has not yet commenced.

b) The Employer will then establish an eligibility list of qualified candidates for each position based on the results of a competitive process. The parties agree that the development of eligibility lists will be in accordance with Article 7.3.

c) The Employer shall advise successful candidates of their placement on the eligibility list and their individual rank upon completion of the competitive process.

d) If the Employer decides to fill any positions that it has elected to post under this Article, the Employer may make job offers to qualified candidates from the eligibility list for each position in accordance with Article 7.7.1 (a). If the most qualified employee offered a position rejects the Employer's job offer, they shall remain eligible and retain their rank for further offers.

7.9 Reference checks and file reviews are only required on candidates who are being considered for a job offer.

ARTICLE 8 - PAY ADMINISTRATION

8.1 Promotion occurs when the incumbent of a full-time regular position is assigned to another position with a higher maximum salary than that of their former classification.

8.2 A full-time regular 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 they are assigned.

8.3 Where the duties of a full-time regular 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 regular 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 regular employee to whom the above section applies is entitled to be appointed to the first vacant position in their former classification that occurs in the same administrative district or unit, institution or other work area in the same Ministry in which they were employed at the time the reclassification was made provided such an employee is qualified to perform the duties of the vacant position in their former classification.

8.5 Where a position is reassessed and is reclassified to a classification with a lower maximum salary, any full-time regular 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 regular employee who occupied the former position that is subject to reclassification shall be extended pay treatment in accordance with Article 8.2.

8.7 Where, because of the abolition of a position, a full-time regular 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 they are assigned is in a classification with a lower maximum salary than the maximum salary for the position from which they were assigned, they 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 regular employee starts the new assignment.

8.8 Article 8.7 applies only where there is no position the full-time regular employee is qualified for, and that they may be assigned to, and that is:

a) in the same classification that applied to the full-time regular 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 regular employee's position before the position was abolished.

8.9 Where, for reasons of health, a full-time regular employee is assigned to a position in a classification having a lower maximum salary, they shall not receive any salary progression or salary decrease for a period of six (6) months after their assignment, and if at the end of that period, they are unable to accept employment in their former classification, they shall be assigned to a classification consistent with their condition. The employee shall retain their current salary provided it does not exceed the maximum of the new salary range, and the employee shall retain their current anniversary date. When the employee's current salary exceeds the maximum of the new salary range, they shall be paid the maximum of the new salary range.

8.10 Except as provided above, a full-time regular employee who is demoted shall be paid a salary within the range of the lower classification closest to the salary they were 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, they shall be paid acting pay from the day they 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 Article 8.11, acting pay shall not exceed the maximum of the salary range of the higher classification except where otherwise permitted.

8.13 Article 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 It is recognized by the parties that the hours of work for employees in the PEGO unit are that which is set out in Section 3(1)(d) of the Management Board of Cabinet Compensation Directive, August 20, 2007, made under the *Public Service of Ontario Act, 2006.*

9.2 Alternative work arrangements including compressed work weeks, staggered hours, flexible hours, and employees working at home (telework) 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 regular 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.

9.4 Where the Employer authorizes an employee to work in excess of thirty-six and one-quarter (36 ¼) hours in one week, the employee shall be paid overtime as follows:

(a) one (1) hour at their basic hourly rate for each hour worked between thirty-six and one-quarter (36 ¼) and forty-four (44) hours (inclusive) per week; and

(b) one and one-half (1.5) hours at their basic hourly rate for each hour worked in excess of 44 hours per week.

Employees may receive compensating leave in lieu of overtime pay at the discretion of the Employer. For clarity, for the purposes of this Article, a week is defined as Monday through Sunday.

9.5.1 Where an employee accumulates compensating leave under this Article, such leave shall be taken at a time mutually agreed upon. The Employer will not unreasonably withhold such agreement.

9.5.2 Where at the end of the calendar year an employee has remaining accumulated compensating leave under this Article, the employee and manager shall endeavour to agree on the scheduling of such compensating leave in an effort to utilize the compensating leave by March 31 of the following year, and neither the Employer nor employee will unreasonably withhold agreement. Failing agreement, the Employer shall reasonably determine the time of the compensating leave.

9.5.3 Compensating leave, accumulated under this Article, in a calendar year which is not used before March 31 of the following year, shall be paid, on a lump sum basis, at the rate it was earned (annual salary divided by 1891). An employee may be paid, on a lump sum basis, for the accumulated compensating leave prior to March 31 of the following year, where the employee and their manager so agree. On termination of employment, or on an employee assuming a permanent position outside the bargaining unit, an employee who has not used all of their compensating leave earned under this article shall be paid, on a lump sum basis, for all remaining accumulated compensating leave hours. The lump sum payment will not increase the base salary for any purpose.

9.6 For the purposes of calculating an employee's entitlement under Article 9.4, a period worked in excess of fifteen (15) minutes will be rounded to the next half hour.

9.7 Any overtime to be paid pursuant to Article 9.4 shall be paid within two (2) months of the pay period within which the overtime was actually worked.

9.8 There shall be no duplication or pyramiding of any premium payments provided by the Collective Agreement.

9.9 An employee shall not be considered to be working or on stand-by merely because they are carrying a pager, computer, cell phone or personal digital assistant.

ARTICLE 10 - MEAL ALLOWANCE

10.1 In accordance with the Employer's *Travel, Meal and Hospitality Expenses Directive*, as revised January 1, 2017, which shall not be altered for this bargaining unit without the consent of PEGO, reimbursement rates for meals, including taxes and gratuities, effective January 1, 2017 are the following:

Breakfast	$ 10.00
Lunch	$ 12.50
Dinner	$ 22.50

10.2 To the extent that the provisions of this article are improved by OPS-wide changes, then those amounts will apply.

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 their own automobile on the Employer's business, they shall be reimbursed at rates determined in accordance with the Employer's current practice. The rates shall not be less than:

Kilometres Driven	Southern Ontario	Northern Ontario
0 - 4,000 km	40 cents /km	41 cents /km
4,001 - 10,700 km	35 cents /km	36 cents /km
10,701 - 24,000 km	29 cents /km	30 cents /km
over 24,000 km	24 cents /km	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 thirty-six and one quarter (36.25) working hours per week.

13.2 When an employee is required to travel on their regular day off or a paid holiday listed in Article 40 (Holidays), they 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. Where at the end of the calendar year an employee has remaining accumulated time credits, the employee and manager shall endeavour to agree on the scheduling of such credits in an effort to utilize the credits by March 31, and neither the Employer nor employee will unreasonably withhold agreement. Failing agreement, the Employer shall reasonably determine the scheduling of the time off.

ARTICLE 14 - EMPLOYMENT STABILITY

14.1.1 The following provisions are to apply to any employee who is identified as being surplus pursuant to Article 14.3.2 on or after May 29, 2013. An employee who is identified as surplus before May 29, 2013 shall be subject to the provisions of Article 14 as they read in the Collective Agreement in effect at the time that the employee received their notice of surplus.

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

14.2 SURPLUS NOTICE ALERT

14.2.1 Where one or more positions in an administrative district or unit, institution or other such work unit will be declared surplus all employees in the work unit will be provided with a written Surplus Notice Alert not less than six (6) working days prior to the issuance of any notice of layoff and which shall not be included in the notice period in Article 14.3. The Surplus Notice Alert will describe the work unit, the job functions to be reduced and the number of positions to be reduced.

14.2.2 The Surplus Notice Alert will also:

a) Offer the employees, whose positions are specifically identified for surplussing, to exit the OPS with one of the options outlined in Article 14.2.3, if they plan to exit the OPS and not seek a targeted direct assignment under Article 14.4 or displacement under Article 14.5.

b) Invite all employees working in the affected job functions to volunteer to exit the OPS with one of the options outlined in Article 14.2.3. Volunteers to exit the OPS will be approved on the basis of seniority up to the number required. Volunteers not approved may register for the voluntary exit option under Article 14.8.

14.2.3 Volunteers under Article 14.2.2 must respond to the Employer in writing within five (5) working days of the issuance of the Surplus Notice Alert. The response must indicate which one of the following options the employee selects:

a) A pay-in-lieu option under 14.3.1.3 in which case no other provisions under Article 14.3 shall apply; or

b) Immediate retirement if eligible for a permanent pension factor (90, 60/20, Age 65) under the Public Sector Pension Plan; or

c) Pension Bridging pursuant to Section 3 of Appendix A (Employment Stability), if eligible, to the employee's first permanent unreduced pension factor (90, 60/20, Age 65), under the Public Sector Pension Plan

For clarity, termination payments under Article 45, and enhanced severance under Section 4 of Appendix A (Employment Stability), where eligible, apply to options (a) through (c).

14.2.4 The Employer will respond in writing within five (5) days of receipt of an employee's request. An employee's last day at work will be five (5) days from receipt of the Employer's acceptance, or such other period as the employee and the Employer shall agree.

14.2.5 For clarity, if an employee does not exit under Article 14.2.2, it will not affect or preclude their entitlement to any option if the employee subsequently receives a notice of layoff.

14.2.6 ELIGIBILITY FOR EMPLOYMENT INSURANCE

The parties agree that all employees who accept a pay-in-lieu option under Article 14.2.3 are doing so pursuant to a program of downsizing undertaken by the Employer and in so doing are preventing another employee from being laid off. Accordingly the Employer agrees to take all necessary steps to attempt to ensure that Human Resources and Skills Development Canada recognizes that the entitlement to Employment Insurance of employees who are laid off and who take a pay-in-lieu of notice option qualifies as registered “workforce reduction processes” under the Employment Insurance Act.

14.2.7 EMPLOYEE PORTFOLIO

14.2.7.1 An Employee Portfolio will be deemed to include the qualifications and knowledge as identified in the employee’s current position description for the purposes of Article 14.4 (Targeted Direct Assignment), 14.5 (Displacement) and 14.12 (Temporary Vacancies) unless otherwise modified by the employee.

14.2.7.2 All new employees must complete an Employee Portfolio within their probationary period. The Employee Portfolio will be provided in electronic format, such that it can be edited by the employee. The Employee Portfolio will be placed on the employee’s personnel file.

Notwithstanding the above, the Employer shall require any employee that it has reasonable grounds to believe may be declared surplus to complete an Employee Portfolio within six (6) days.

14.2.7.3 An employee may advise the Employer in writing at any time of their desire to update the employee portion of an Employee Portfolio to reflect the acquisition of new or improved skills, knowledge and abilities, and/or change the geographic parameters. Such changes shall be implemented within five (5) working days of the Employer receiving the updated employee portion of the Employee Portfolio.

14.3 NOTICE AND PAY IN LIEU

14.3.1.1 Employees whose positions have been specifically identified for surplussing in accordance with Article 14.2.2 (a) and who do not choose to exit the OPS, and where no volunteer has been identified in accordance with Article 14.2.2 (b) shall receive notice of layoff following the expiry of the period set out in Article 14.2.1. Following receipt of notice, the employee shall advise the Employer, in writing, within a ten (10) working day period, of their decision either:

(a) to exercise rights under Article 14.3;
(b) to remain employed during the six-month notice period for possible redeployment pursuant to Articles 14.4

14.3.1.2 An employee who fails to provide their written decision as required by Article 14.3.1.1 above shall be deemed to have decided to remain employed during the notice period.

14.3.1.3 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 Employer 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.

Where an employee accepts a pay-in-lieu option pursuant to this Article, the employee's last day at work shall be five (5) working days after the employee advises the Employer of the acceptance of a pay-in-lieu option, or such other period as the employee and the Employer shall agree.

14.3.4 Where the employee advises the Employer of the acceptance of the pay-in-lieu option under Sub-article 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 Article, any further entitlements under this Agreement are forfeited save and except any rights under Article 45 (Termination Payments) and / or Section 4 of Appendix A (Employment Stability). 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. Such an employee shall keep their Designated Human Resources Contact informed of any change of address and / or telephone numbers and / or home e-mail (if any). Such changes must be sent in writing or electronically.

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 received under Section 4 of Appendix A (Employment Stability). 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 received under Section 4 of Appendix A (Employment Stability). The employee's continuous service date for all purposes except Article 45 (Termination Payments) shall be deemed to include both service up to the last day of active work and the accumulation of service after the date of reappointment. The new service date for purposes of termination pay shall be the date on which the employee recommences work.

14.3.8 For clarification, where there is a hiatus in the notice period under this article, all redeployment activities except as set out in Articles 14.12.6 and 14.19.4, cease during the hiatus.

14.3.9 When an employee is to receive a notice of layoff, the Employer will notify the Association of the time and place of the Surplus Notice Alert and notice of layoff meeting.

14.4 TARGETED DIRECT ASSIGNMENT

14.4.1 An employee who has received notice of lay-off in accordance with this Article shall be assigned to a position that becomes vacant in their Ministry or in another Ministry during their notice period provided that:

a) the employee applies for and indicates on their application for the vacancy that they have received notice of layoff and are eligible for a targeted direct assignment; and

b) the vacant position is in the same classification or one classification below their position; and

c) they are qualified to perform the required duties; 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 Article 14.4 (Redeployment) or Article 14.7 (Recall). Where two (2) or more employees with the same continuous service are matched to the same targeted direct assignment, and one of the employees' surplussed positions is in the same Ministry where the vacancy is, they will be assigned to the vacancy.

14.4.2 It is understood that the employee may apply for a position outside of the forty (40) kilometre radius of their headquarters and that relocation expenses will not be paid.

14.4.3 Where an employee eligible for a targeted direct assignment applies for a vacancy, the Employer shall advise the employee within ten (10) working days of the competition's closing date as defined in the job posting whether they will be directly assigned to the position. The employee shall be required to inform the Designated Human Resource Contact in writing within five (5) full working days of receiving notification of a targeted direct assignment whether the assignment will be accepted.

14.4.4 If, in accordance with Article 14.4 an employee is offered an assignment, refusal of the job offer will result in lay-off at the end of the notice period.

14.4.5 Where an employee has been assigned to a targeted direct assignment below the employee's own classification, pursuant to Article 14.4.1 the employee shall remain at their current rate of pay until the expiry of their notice period. Thereafter, the employee shall retain their existing salary, if the maximum salary for the classification is the same, or higher than the employee's existing salary. However, if the maximum salary for the lower classification is below the employee's existing salary then the employee's salary shall be reduced to the maximum of the lower classification.

14.4.6 An employee who has remained eligible for redeployment may at any time choose pay in lieu under Article 14.3.3 and receive pay in lieu for the balance of the notice period remaining.

14.4.7 An employee who works out their 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.

14.4.8 If an employee is deemed to have not met the qualifications for a targeted direct assignment, the employee may contact their designated Human Resources contact for further assistance and feedback.

14.5 DISPLACEMENT

14.5.1 An employee who has completed their probationary period, who has received notice of lay-off pursuant to Article 14.3, who has elected for displacement, and who has not been assigned to a targeted direct assignment by the beginning of the sixth month of the surplus notice period in accordance with the criteria of Article 14.4 shall have the right to displace an employee in the same Ministry who shall be identified by the Employer in the following manner:

To be eligible to displace, the employee must by the end of the third month, submit the Displacement Election Form which indicates they elect to exercise their right to displacement pursuant to Article 14.5.

(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, they 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 required duties of the identified employee.

(b) If the surplus employee is not qualified to perform the required duties 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. The identified employee shall be displaced by the surplus employee provided they are qualified to perform the required duties.

(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 they are qualified to perform the required duties.

(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 their headquarters. No relocation expenses will be paid.

(e) Failing displacement under (a), (b), (c) or (d) above, the Employer will repeat the steps specified in paragraph (a), (b), (c) and (d) above with respect to positions in other Ministries.

(f) Upon the completion of five (5) months following commencement of the notice period, the Employer will advise the surplus employee of the position into which they are eligible to displace.

(g) The surplus employee must indicate in writing to the Ministry / Agency Director of Human Resources their intention to displace the employee identified pursuant to paragraph (a), (b), (c), (d), or (e) above, as applicable. Written intention to displace must be received by the Designated Human Resources Contact no later than one (1) week following the date the surplus employee received advice that they were eligible to displace an employee pursuant to Sub-article 14.5.1 (f) above.

(h) An employee who does not indicate in writing to the Designated Human Resources Contact of their intention to displace within the time period stipulated by Sub-article 14.5.1(g) above shall be deemed to have given up their right to displace and opted for redeployment under Article 14.4.

14.5.2 The first employee who is displaced by an employee exercising their right to displace under Sub-article 14.5.1 will have displacement rights. The employee displaced by the first displaced employee will also have displacement rights, but the employee they subsequently displace will not have any such right.

14.5.3 An employee who is displaced by an employee who exercises their displacement right under this Article 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 Article 8.7 of Article 8 (Pay Administration) shall not apply where an employee displaces a less senior employee pursuant to Sub-article 14.5.1(c), (d) or (e), above, save and except that Article 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 Article, employees who are displaced will have full access to the provisions of Article 14 (Employment Stability).

14.6 TUITION REIMBURSEMENT

14.6.1 On production of receipts from an approved educational program within twelve (12) months of layoff, an employee shall be reimbursed for tuition fees up to a maximum of three thousand dollars ($3,000).

14.6.2 Where an employee takes a program or course with the approval of the Employer, for the purpose of upgrading their employment-related skills, the Employer shall defray all or part of the tuition in accordance with the Employer’s normal policy.

14.7 RECALL

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

a) they identify in writing to the Designated Human Resources Contact on or before the closing date of the competition, the vacant position they should be recalled to under this Article; and

b) the vacant position is in the same classification as their former position; and

c) they are qualified to perform the required duties; 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 Article 14.4 (Redeployment) or Article 14.7 (Recall).

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

14.7.3 Employees who are laid-off and subject to recall shall keep the Ministry / Agency Designated Human Resources Contact informed of any change of address and / or telephone numbers, and / or home email (if any). Such changes must be sent in writing or electronically.

14.7.4 Where a person who has been laid off is reappointed to a position under this Article, 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 Article must accept the notice of recall and report for duty within the time limits stipulated below:

a) the employee must accept the recall, in writing, within seven (7) days of receipt of written notice.

b) an employee accepting recall shall report for duty within two (2) weeks of receiving written notice thereof, or on such other date specified in the notice.

14.7.5 A person shall lose their rights to recall pursuant to this Article upon the earlier of:

a) the date they take termination pay pursuant to Article 45 (Termination Payments) of this Agreement; or

b) the date they do not attend a recall interview when requested by the Employer; or

c) having accepted an appointment in accordance with Sub-article 14.7.1, they fail to report for duty on the date specified in Sub-article 14.7.4 (b); or

d) the date they do not accept an appointment in accordance with Sub-article 14.7.1; or

e) twenty-four (24) months after the date of their 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 their rights to recall pursuant to this Article.

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

14.8 VOLUNTARY EXIT OPTION

14.8.1 Subject to the conditions outlined in this Article, an employee who has not received notice of lay-off, the VEO employee, may offer to be declared surplus and give up their job for possible redeployment of an employee who has received notice of lay-off, the surplus employee, provided that:

i) the classification of the VEO employee's position is the same classification as the surplus employee's home position, or

ii) upon mutual consent of the Employer and the surplus employee, the classification of the VEO employee's position is not more than one classification level below the surplus employee's home position.

The VEO employee's position will remain available for redeployment until either a match is found or the employee elects to withdraw their offer under this clause.

14.8.2 An employee shall advise the Designated Human Resources Contact, in writing, of their desire to make an offer referred to in Sub-article 14.8.1.

14.8.3 The position of an employee making an offer under Sub-article 14.8.1 will be considered to be a vacancy for targeted direct assignment of a surplus employee pursuant to Article 14.4 (Targeted Direct Assignment), 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 their position in accordance with Article 14.4 (Targeted Direct Assignment).

14.8.5 For purposes of this Article, a surplus employee will be assigned to the non-surplus employee's position only if they apply for and indicate on their application for the Voluntary Exit Option opportunity that they have received notice of layoff and are eligible for a targeted direct assignment, and provided they are able to perform the normal requirements of the position without training.

14.8.6 Voluntary Exit Option and Absence Due to Illness/Injury

(a) Where a non-surplus employee is absent on STSP and has applied for the voluntary exit option under Article 14.8 or wishes to apply for it, the employee's job will be considered for matching to a surplus employee throughout the period of absence. The volunteer's employment and STSP benefits will be terminated and they will be eligible for voluntary exit payments on the date when a surplus employee has reported for duty after being assigned to the volunteer's job.

(b) Where a non-surplus employee has applied or wishes to apply for the voluntary exit option and is absent on LTIP or WSIB, their application shall be considered “inactive” until such time as they are able to return to work. A voluntary exit job will not be considered for matching to a surplus employee while its incumbent is absent on LTIP or WSIB.

14.8.7 Voluntary Exit Option and Absence Due to Leave of Absence

Where a non-surplus employee is away on an approved leave of absence other than due to illness/injury, they may apply for the voluntary exit option. The employee’s job will be considered for matching to surplus employee while on an approved leave. If a surplus employee is assigned to the volunteer’s job, the volunteer’s employment and leave of absence will be terminated on the date the surplus employee reports for duty and volunteer will be eligible for voluntary exit payments.

14.8.8 Voluntary Exit Option and Absence Due to Temporary Assignment

Where a non-surplus employee is on temporary assignment, they may apply for the voluntary exit option. The volunteer’s home job will be considered for matching to a surplus employee while on the temporary assignment. If a surplus employee is assigned to the volunteer’s job while they are on a temporary assignment, the manager of that temporary assignment will decide whether the volunteer will exit immediately or complete the temporary assignment before exiting with voluntary exit payments.

14.8.9 Notwithstanding anything in any other provision of Article 14 (Employment Stability), the rights specified in Article 14.8 (Voluntary Exit Option) shall be exercised before any displacement or redeployment rights.

14.8.10 A person who has offered to be declared surplus pursuant to Article 14.8 will, if otherwise qualified, be entitled to the provisions of Section 4 of Appendix A (Employment Stability). If more than one surplus employee is deemed qualified for the targeted direct assignment to a single volunteer’s position, the most senior surplus employee will take over the volunteer’s job.

14.9 CAREER TRANSITION SUPPORT

14.9.1 Surplus employees who do not take pay in lieu under Article 14.3, or who do not displace under Article 14.5 will be provided with transition support which shall include skills assessment, counselling and job search skills.

14.9.2 Time spent by the surplus employee in activities outlined in this Sub-article shall be with pay and no loss of credits.

14.10 PROBATIONARY EMPLOYEES

14.10.1 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 their probationary period, including any service which is credited to the employee pursuant to Article 6.10.

b) For the purposes of the application of Article 14.3, Article 14.4, Article 14.7 and Article 14.8 to probationary employees, the probationary employee's "continuous service" and "period of employment" shall be deemed to have commenced with their most recent actual period of employment.

c) The provisions of Article 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.

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

14.11 REDEPLOYMENT COMMITTEE

14.11.1 Matters arising out of redeployment activities shall be referred to the PEGO Central Employee Relations Committee (“PCERC”).

14.11.2 Under this Article, the PCERC will consider employment transition issues, redeployment practices and the review of any disputes arising out of such activities.

14.12 TEMPORARY VACANCIES

14.12.1 Surplus employees shall be eligible for assignment into temporary assignments in their own Ministry that are posted for recruitment in accordance with Article 7 in the last two (2) months of their notice provided that:

(a) The employee applies for and indicates on their application for the vacancy that they have received notice of layoff and are eligible for a temporary assignment; and

(b) The employee is qualified for the position.

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).

14.12.2 A surplus employee shall retain their status in the regular 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-article 14.12.1, for placement into temporary assignments, the

Employer shall use the same criteria and rules as for assignment into vacancies under Article 14.4 (Targeted Direct Assignment).

14.12.3 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 five (5) working days in which to accept or reject the offer of a temporary assignment.

14.12.4 The original temporary assignment may be extended by a maximum of three (3) months.

14.12.5 When a temporary assignment takes place, the employee shall not be unreasonably denied the opportunity to complete any portion of training already underway. Surplus employees who refuse a temporary assignment shall continue to be considered for assignment into permanent vacancies for the duration of their surplus notice period, but not for further temporary assignments.

14.12.6 Where an employee accepts a temporary assignment or secondment under Article 14.12, it shall be considered to be a hiatus in their notice period under Article 14.3.8 for the duration of their temporary assignment and all redeployment activities shall cease. Notwithstanding the hiatus, the employee may continue to identify and be considered for vacancies under Article 14.4.1. At the end of the temporary assignment or secondment, the balance of the notice period, as well as all redeployment activities, shall resume.

14.13 MONITORING AND REPORTING

14.13.1 There shall be central monitoring and reporting of vacancies with respect to the job registry and targeted direct assignment processes in accordance with Article 14.14 (Job Registry System).

14.13.2 The Employer agrees to share job registry and redeployment data with the PCERC.

14.13.3 The PCERC may establish standards and norms governing the review of qualifications and assessment of surplus employees.

14.14 JOB REGISTRY SYSTEM

14.14.1 The parties agree that an OPS-wide job registry system shall be developed by the Employer and shared with the PCERC to track all funded regular vacancies as approved to be filled by the Employer. Such vacancies shall be reported by Ministries to the Employer for inclusion in the registry. Names of surplus employees shall be reported by Ministries to the Employer 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 to the PCERC by the Employer on a quarterly basis.

14.15 ATTRITION

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

14.16 VOLUNTARY LEAVES

14.16.1 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.

14.17 GENERAL

14.17.1 It is understood that when it is necessary to assign a surplus employee to a vacant position in accordance with Article 14.4 (Targeted Direct Assignment) or temporary position in accordance with Article 14.12 (Temporary Assignment) or recall a laid-off employee in accordance with Article 14.7 (Recall), the provisions of Article 7 (Posting and Filling of Vacancies or New Positions) shall not apply.

14.17.2 For purposes of Article 14 (Employment Stability), "lay-off" means the same as release from employment per Section 39 of the Public Service of Ontario Act, 2006, as amended.

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

14.18.1 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 their position has been declared surplus and that, when the employee returns to work, the surplus notice shall be issued.

14.18.2 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 their 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.

14.18.3 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 their 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.

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

14.19.1 Where the employee's position is declared surplus before a LTIP or WSIB 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.

14.19.2 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.

If the employee bumps or is directly assigned to a new position before going on STSP / LTIP / WSIB the accepting Ministry must honour the leave of absence.

14.19.3 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.

14.19.4 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. Notwithstanding the hiatus, the employee may continue to identify and be considered for vacancies under Article 14.4.1. 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 their 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 14.12.

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 regular 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 fixed term employee during their full-time employment back to the first break in employment as defined by the Employment Standards Act, 2000; or

c) for a regular part-time employee in the regular service, from January 1, 1984 or from the date on which they 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 regular service, whichever is later.

An employee's probationary period may be extended up to a total of twelve (12) months by mutual agreement between the employee, the Association and the Employer.

"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 employee becomes a full-time regular employee covered by Parts A (Working Conditions) and B (Employee Benefits) of the Agreement, any service as a

regular part-time employee which forms part of their unbroken service in the regular service shall be calculated according to the following formula:

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

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 Article 14.8 (Voluntary Exit Option) 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.

16.1.1 The Employer shall not take any reprisals against an employee for initiating or pursuing a dispute pursuant to this Article.

16.2.1 If an employee has a complaint, the employee shall meet, where practical, and discuss it with the employee's immediate supervisor in order to give the immediate supervisor an opportunity of adjusting the complaint.

FORMAL RESOLUTION STAGE

16.3.1 If the complaint or difference is not resolved at the local level an employee may submit the grievance, in writing, through the Association, with their manager 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, who will in turn forward the grievance to the designated management representative.

16.3.2 It is agreed that the Formal Resolution Stage 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 the local level will be designated at the Formal Resolution Stage.

16.4.1 The designated management representative 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 The employee, at their option, may be accompanied and represented by an employee representative at the Formal Resolution 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.

16.4.3 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.

16.4.4 An employee who has a grievance and is required to attend a meeting at the Formal Resolution Stage of the grievance procedure shall be given time off with no loss of pay and with no loss of credits to attend such a meeting.

16.4.5 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 Strategic Business Units with copies to the Director, Employee Relations Branch, Treasury Board Secretariat (TBS), 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-article 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 Formal Resolution Stage of the grievance procedure provided they do 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-article 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 Director, Strategic Business Unit or their designee, or any person appointed by the Director, Strategic Business Unit 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 Director, Employee Relations Branch at the Formal Resolution Stage, 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 Article 16.16 (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 with the Director, Employee Relations Branch at the Formal Resolution Stage of the grievance procedure provided it does so within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance.

16.10.1 Where the difference between the Employer and the Association involves more than one (1) Ministry, the Association shall be entitled to file a grievance with the Director, Employee Relations Branch, Treasury Board 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, Employee Relations Branch, Treasury Board Secretariat, under this article 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. If it is not resolved, the grievance can be submitted to arbitration from a list of agreed upon arbitrators, in accordance with Appendix G (PEGO Insured Benefits Disputes Terms of Reference)

CLASSIFICATION GRIEVANCES

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

16.11.2 A classification grievance as provided in Sub-article 16.11.1 which has not been resolved by the end of the Formal Resolution Stage of this grievance procedure may be referred to the PEGO Central Employee Relations Committee ("PCERC") provided in Article 27 of this Collective Agreement, for final resolution. The PCERC may decide on any grievance referred to it. Where the Parties on the PCERC 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.

REFERRAL TO ARBITRATION

16.12 If the Association is not satisfied with the decision of the designated management representative 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.

GENERAL

16.13.1 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.

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

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

16.13.4.1 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.

16.13.4.2 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.

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

EXPEDITED ARBITRATION

16.15.1 Notwithstanding the provisions of this Article and the Crown Employees Collective Bargaining Act ("CECBA"), regarding the arbitration procedure, the parties agree to the following process for expediting the hearing and decisions of certain grievances referred to arbitration. It is also agreed that the full arbitration procedure and rights outlined in CECBA will apply, subject to the following.

16.15.2 Any grievance, including outstanding grievances where a hearing has not commenced, may be referred to an expedited hearing, upon thirty (30) days notice to the other party.

16.15.3 On the request of either party as defined in Sub-article 16.15.2, the Grievance Settlement Board shall appoint a settlement officer to endeavour to effect a settlement before the arbitrator or board of arbitration appointed under this Article begins to hear the matter in dispute. However, no such appointment of a settlement officer shall be made if the other party objects.

16.15.4 The arbitrator or board of arbitration, as the case may be, shall commence the hearing in accordance with the pre-arranged schedule the parties (as represented by the Association and the Employer) develop to support the implementation of this Article.

16.15.5 The parties (as represented by the Association and the Employer) shall advise the Grievance Settlement Board of the names of arbitrators acceptable to both parties for purposes of conducting expedited hearings under this Article. Such

list shall come from the roster of Order-in-Council appointees in use at the Grievance Settlement Board.

MEDIATION/ARBITRATION PROCESS

16.16.1 Notwithstanding the grievance procedure in this Collective Agreement, the parties to the Collective Agreement may, at any time, agree to refer one or more grievances under the Collective Agreement to a single mediator-arbitrator for the purpose of resolving the grievances in an expeditious and informal manner.

16.16.2 The parties shall not refer a grievance to a mediator-arbitrator unless they have agreed upon the nature of any issues in dispute.

16.16.3 A mediator-arbitrator appointed under the above Article shall begin proceedings within forty-five (45) days of referral to mediation-arbitration, unless a later date is agreed to by the parties.

16.16.4 The mediator-arbitrator may adopt such procedures as are necessary to allow an expeditious resolution of the issue(s) in dispute. Decisions by a mediator-arbitrator may be made in such a manner as the mediator-arbitrator chooses, however, a written decision shall be made at request of either party.

16.16.5 In every such case the arbitrator shall issue a brief written decision no later than twenty (20) days from the date of the hearing.

16.17 JOINT REVIEW PROCESS (JRP)

16.17.1 The parties agree that any dispute arising out of Sub-article 16.13.4.1 shall be referred to the Joint Review Process (JRP). Should the matter not be resolved at that level, it shall proceed within fifteen (15) days to an available mediator-arbitrator drawn from a list of agreed upon mediator-arbitrators. The parties agree that the standard to be used by the mediator-arbitrator shall be arguable relevance. The burden of proof in this Article will rest with the party asserting the need for the information. Any such hearing on issues referred to a mediator-arbitrator under this Article, shall be limited to hearings of no more than one (1) day.

16.17.2 The Joint Review Process (JRP) is an integral part of the dispute resolution mechanism. The parties agree to meet in such process for the following reasons:

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

16.18 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 17A - DISCIPLINE AND DISCHARGE

17A.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.

17A.2.1 The Employer's right to discipline or dismiss is subject to the right of an employee to grieve such action.

17A.2.2 For greater certainty, it is understood that nothing in Sub-article 17A.2.1 confers on a probationary employee any right to grieve or arbitrate their dismissal.

17A.3 Any letter of counsel, 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, unless the parties agree to an earlier date to remove such letter, suspension or other sanction. Any such letter of counsel, letter of reprimand, suspension or other sanction so removed cannot be used in any subsequent proceedings. Nothing in this paragraph prevents earlier removal by the employee's manager.

ARTICLE 17B - PERSONNEL FILES AND RECORDS

17B.1 There shall be only one officially recognized personnel file, which shall contain personnel information including, but not limited to, initial appointment documents, performance appraisals, commendations and disciplinary records.

17B.2 A copy of any document relating to work performance or disciplinary action that is to be placed on an employee's personnel file shall be provided to the employee within a reasonable time of its preparation.

17B.3 Upon receipt of a written request, the Employer shall give an employee the opportunity to review their personnel file, in the presence of a management representative, at a time mutually agreed upon between the employee and the manager, at the employee's normal work location or another location as may be mutually agreed upon between the employee and the manager.

17B.4 The employee is entitled to include their own explanation of any matter, as an attachment to the information being placed in their personnel file.

ARTICLE 17C – EMPLOYEE RIGHT TO REPRESENTATION

17C.1 Where a supervisor or other Employer representative intends to meet with an employee:

a) for disciplinary purposes;
b) to investigate matters which may result in disciplinary action;
c) for a formal counselling session with regard to unsatisfactory performance or behaviour;
d) for termination of employment;
e) for matters related to the development, implementation and administration of an accommodation or return to work plan;
f) to discuss attendance management issues under the Employer's attendance management program;
g) for layoff/surplus;
h) any other provision in the collective agreement where the right to representation is referenced;

the employee shall have the right to be accompanied by and represented by an Association representative.

The Employer shall notify the employee of this right and advise the employee and the Association of the time and place of the meeting. If no Association representative is reasonably available to meet at the time established, the Employer may set a meeting within the next three (3) days as defined in Article 16.13.2, taking into consideration, to the extent possible, the Association's availability.

ARTICLE 18A - JOB SHARING

18A.1 Job sharing can occur where there is agreement between the employees who wish to job share, the Association, and the Employer.

18A.2 It is agreed that job sharing results from two employees sharing a full-time regular position and as such the position shall continue to be identified as a full-time regular position.

18A.3 Employees in a job sharing arrangement must share the same classification.

18A.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.

18A.5 Where applicable, employees in a job sharing arrangement shall have their benefits prorated in accordance with the hours of work.

18A.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.

18A.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.

18A.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.

18A.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.

18A.10 The Employer undertakes to notify the Association of all job sharing arrangements.

ARTICLE 18B – JOB TRADING

18B.1 The following terms and conditions apply in respect of job trading as indicated in 18B.2 to 18B.13.

18B.2 Regular employees who hold full-time or part-time positions are eligible to trade jobs. An employee may trade jobs with an employee in receipt of notice of lay-off pursuant to Article 14 (Employment Stability).

18B.3 An employee can only trade jobs with an employee in the same category (i.e., a full-time employee can only trade jobs with another full-time employee; a part-time employee can only trade jobs with another part-time employee).

18B.4 An employee who wishes to trade jobs with another employee must register with their ministry's human resources branch and complete the required documentation, which includes the employee portfolio. The employee must also indicate the specific location or locations to which they are willing to relocate.

18B.5 An employee may only trade jobs with another employee who holds a position

- in the same classification; and
- in the same ministry; and

provided they are qualified to perform the normal requirements of the position without training.

18B.6 Notwithstanding seniority, an employee will be considered for job trading prior to other employees registered for job trading if their spouse is also employed in the Ontario Public Service and has relocated to continue such employment at a different headquarters location.

18B.7 If an employee has registered for job trading and they have also offered to be declared surplus pursuant to Article 14.8 (Voluntary Exit Option), their rights under that article will be exercised before any rights under this job trading agreement.

18B.8 Relocation expenses incurred by employees who trade jobs will not be reimbursed by the Employer.

18B.9 In the event more than one (1) employee meets the criteria to trade jobs with another employee, the Employer will choose the best qualified employee for the job to be traded. Where the qualifications and skills of two (2) or more employees are relatively equal, seniority will be the deciding factor, subject to Article 18B.5 above.

18B.10 Employees cannot trade jobs unless both of their managers approve of the trade.

18B.11 Job trading is voluntary. Provided an employee has not been matched with another employee's job, they may withdraw at any time.

18B.12 A job trade is not final until all four (4) parties to the trade have confirmed their agreement, in writing, i.e., the trading employees and their managers.

18B.13 Should the employment situation or relocation decision of either employee change after sign-off, the job trade agreement remains binding. For example, if an employee receives surplus notice after a job trade is completed, then they will be subject to the appropriate procedures for redeployment.

ARTICLE 19 - LEAVE FOR ASSOCIATION ACTIVITIES

19.1 The Employer agrees to provide leave of absence from full time employment with no loss of pay and no loss of credits for one full-time position for the Association President to conduct business of the Association. This leave of absence shall be renewed annually. The Association will reimburse the Employer for this leave, and this reimbursement shall include wages plus an amount of twenty percent (20%) in lieu of benefits costs and other Employer contributions.

19.2 Upon the expiry of the leave of absence described in 19.1, the employee on leave shall be returned to their former position and location if such position and location still exist. The Employer and the employee may agree on another position to which they may be returned, subject to the requirements of the collective agreement. If the employee's position is declared surplus during the leave, then the employee retains all rights under Article 14.

19.3 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.

19.4 Upon at least seven (7) days written notice by the Association, leave-of-absence with no loss of pay and with no loss of credits shall be granted, for not more than ten (10) occasions in a calendar year, for up to ten (10) members of the Association's Executive Committee for the purpose of attending executive

committee meetings. The Executive Committee member will advise their manager of when and how they will make up the working time where possible, and in any event at no cost to the Employer.

19.5 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-article shall include reasonable travel time.

19.6 Members of the Association granted leave-of-absence under Article 19.5 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 Article 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.

19.7 With reasonable notice to their direct manager, 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 Article shall include reasonable travel time.

19.8 Leaves of absence with no loss of pay and with no loss of credits shall be provided for activities occurring during work hours. There shall be no reimbursement for activities including caucus, preparation and/or travel time occurring outside of regular work hours.

ARTICLE 20 - LEAVES OF ABSENCE

SPECIAL AND COMPASSIONATE LEAVE

20.1 A Deputy Minister or their 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, they shall:

a) have the right to return to their 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 they 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 their 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

21.1.1 A full-time employee shall be allowed up to three (3) working days and a part-time employee shall be allowed up to three (3) consecutive days leave of absence with pay in the event of the death of their spouse, parent, step-parent, parent-in-law, child, step-child, sibling, child-in-law, sibling-in-law, grandparent, grandchild, step-grandparent, step-grandchild, ward or guardian, former ward or guardian.

21.1.2 For the purpose of Article 21.1, 'spouse' includes common-law spouses and same sex partners. Similarly, 'in-law' and 'step' relationships listed in Article 21.1 include such relatives of a common-law spouse or a same sex partner.

21.2 An employee who would otherwise have been at work is entitled to one (1) day leave of absence with pay in the event of the death of their parent's sibling, their sibling's child or their spouse's sibling's child.

21.3 In addition to the foregoing, an employee shall be allowed up to two (2) days leave-of-absence without pay to attend the funeral of a relative listed in Articles 21.1 and 21.2 above if the location of the funeral is greater than eight hundred (800) kilometres from the employee's residence.

21.4 If during a period of sick leave or vacation leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave under this clause, the employee shall be granted bereavement leave, and the sick leave or vacation leave credits shall be restored to the extent that any concurrent bereavement leave is provided.

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 their option,

a) treat the absence as leave without pay and retain any fee they receive as a juror or as a witness; or

b) deduct the period of absence from their vacation credits or accumulated credits or both and retain any fee they receive 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 they have received as a juror or as a witness.

ARTICLE 23 - LEAVE FOR TAKING OTHER EMPLOYMENT

23.1 In this article, “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 their 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 their 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 Article 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 their 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 their 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 Article 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 Plan, 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 their 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 their Deputy Minister;

b) over six (6) months upon the certificate of the Public Service Commission.

25.2 No employee shall absent themselves from duty on a leave of absence provided for in this section unless they have 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 their 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. A copy shall be sent to the Association office.

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

PEGO CENTRAL EMPLOYEE RELATIONS COMMITTEE

27.1 It is agreed that a PEGO Central Employee Relations Committee (“PCERC”) 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 Without restricting the generality of the foregoing, the PCERC’s mandate shall include the following:

a) to assist in the identification of service-wide issues and consult on policies and practices to deal with them.

b) to be a forum between formal negotiations for the discussion and resolution of corporate labour relations matters.

c) to discuss corporate issues referred by the PEGO Ministry Employee Relations Committees (“PMERCs”), 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.

d) to discuss issues concerning the Benefit Plans including: communications issues insofar as they affect PEGO-represented employees, performance of the carrier(s) regarding claims insofar as they affect PEGO-represented employees, and ensuring that benefits

information summarizing all employee benefits is made available to all employees. The Employer shall cover all costs related to the provision of this information. In addition, the PCERC shall meet and review annually the premium rate renewal of the Plans.

27.3 The composition of the committee shall be four (4) representatives of the Employer and four (4) representatives of the Association.

27.4 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.

27.5 The committee shall meet at least four (4) times per year, or more frequently as required. Agendas will be jointly developed. Minutes will be jointly approved and completed within three (3) weeks of the meeting date. Minutes will not be used in arbitration, unless both parties agree.

27.6 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.

PEGO MINISTRY EMPLOYEE RELATIONS COMMITTEES

27.7 The mandate of PEGO Ministry Employee Relations Committees (“PMERCs”) shall include the following:

a) to communicate upon and to attempt to resolve matters of mutual concern between the Ministry and the Association;

b) to assist in the identification of ministry-wide or local issues arising from the administration of the collective agreement; and

c) to discuss unresolved local issues in the Ministry for which the PMERC is constituted.

27.8 There shall be one (1) Ministry committee in the Ministry of Transportation, one (1) committee to cover Ministry of the Environment, Conservation and Parks, and one (1) committee to cover Ontario Clean Water Agency. Such Ministry committees shall be composed of at least two (2) representatives of the Employer and at least two (2) representatives of the Association. These Ministry committees shall meet at least twice a year.

27.9 In Ministries not covered by Article 27.8 where there are at least ten (10) employees within the bargaining unit, there shall be a PMERC composed of at least one (1) representative of the Employer and at least one (1) representative of the Association. These Ministry committees shall meet at least once a year. Nothing precludes the parties from agreeing to form a PMERC in cases where there are fewer than ten (10) PEGO-represented employees in a ministry.

27.10 Matters not resolved at the Ministry committees shall be forwarded to the Central committee.

JOINT EMPLOYMENT ACCOMMODATION / RETURN-TO-WORK SUBCOMMITEE

27.11 There shall be a subcommittee of the PCERC, which shall be known as the Joint Employment Accommodation Subcommittee of the PCERC. It shall be composed, at any one time, of up to two (2) representatives appointed by each party. At meetings of the subcommittee, one (1) representative from each party from the particular ministry where the issue arose shall be invited to make representations before the subcommittee.

27.12 The mandate of the subcommittee shall be to examine policy and case management issues related to reasonable employment accommodation. In such circumstances, either party may table the matter for consideration by the subcommittee, and the subcommittee may make any recommendation to the PCERC that seems appropriate in the circumstances. Such consideration shall be conducted in a timely fashion with disclosure as circumstances warrant.

GENERAL PROVISIONS

27.13 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. 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).

29.2 Where the Employer relocates an employee's position to a workplace which is forty (40) kilometers or less from their current workplace, the employee shall be given written notice as soon as possible after the decision has been made.

29.3 Where the Employer relocates an employee's position to a workplace which is greater than forty (40) kilometers from their current workplace, the employee shall be given written notice as soon as possible after the decision has been made, but not less than three (3) months prior to the relocation date specified in the notice.

29.4 The Association will be advised of the relocation of a position(s) prior to notification to the affected employee(s).

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 their 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 they 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 PEGO Central Employee Relations Committee (“PCERC”) described in Article 27 (PEGO-Management Committees). 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 their service with the Employer, may continue that participation unless they elect 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 Articles 32.3(a), 32.3(b) and 32.4 above, the group insurance coverage referred to in Article 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 their 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 Article 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

33.1.1 The Basic Life Insurance Plan shall provide life insurance coverage equal to one hundred percent (100%) of the annual salary of the employee, and such coverage shall not be less than ten thousand dollars ($10,000) for a full-time employee and five thousand dollars ($5,000) for a part-time employee.

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

33.2 Where an employee on LTIP is continuously disabled for a period exceeding six (6) months, the Employer will continue to pay monthly premiums on behalf of the employee until the earliest of recovery, death, or the end of the month in which the employee reaches age sixty-five (65). Any premiums paid by the employee for this coverage between the date of disability and the date this provision comes into force shall be refunded to the employee.

33.3 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 their insurance coverage in the Plan.

34.3 Effective as soon as practical, following ratification, employees, at their option, are entitled to purchase dependent life insurance. Spousal life insurance choices are from $10,000 to $200,000 and dependent child life insurance choices are $1,000, $5,000, $7,500 or $10,000.

34.4 In Article 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 there from; 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 2/3%) 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 they receive a wage or profit, commencing

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

(i) termination of the total disability;

(ii) death; or

(iii) the end of the month in which the employee attains the age of sixty-five (65) years.

35.2.1 The insurance coverage mentioned in Article 35.1 of sixty-six and two thirds percent (66 2/3%) 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 Article 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.

35.2.2 Effective January 1, 2014, the insurance coverage mentioned in Article 35.1 of sixty-six and two thirds percent (66 2/3%) of the regular salary of an employee,

a) shall be calculated with reference to the employee's gross salary at the first date of eligibility to receive LTIP benefits, including any retroactive salary to which the employee is entitled; 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:

Year in which employee commenced LTIP benefit	Monthly amount
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 for employees who commenced LTIP prior to May 29, 2013 shall be increased by up to two percent (2%) on an annual basis, based on Ontario Consumer Price Index (CPI).

All other employees who commence LTIP benefits on or after May 29, 2013, the LTIP benefit an employee was receiving on December 31, 2013 shall be increased for each employee for the calendar year 2014 by an amount equal to 0.5% of such amount.

Effective January 1, 2015, and thereafter, the total monthly LTIP benefit payment under the plan shall be adjusted by an increase equal to those provided for under Article 48 except for those employees who commenced LTIP prior to May 29, 2013 and who are covered by the first paragraph above.

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

35.5 The Employer shall pay one hundred percent (100%) of the premium costs for every employee who participates in the Plan.

35.6 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.

35.7 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.

35.8 Long Term Income Protection coverage will terminate at the end of the calendar month in which an employee ceases to be a regular employee. If the employee is totally disabled on the date their insurance terminates, they shall continue to be insured for that disability.

35.9 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.

35.10.1 Rehabilitative plans and programs for employees receiving LTIP benefits, whether with the OPS or another Employer, shall be required where recommended by the Carrier. "Rehabilitative employment" is a rehabilitative plan or program and means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative plans and programs, LTIP will take into account the employee's training, education and experience. If a person does not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the Carrier, the employee will no longer be entitled to benefits. If an employee who is in receipt of LTIP benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. The rehabilitative benefit will be the monthly LTIP benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months.

35.10.2 Where a person does not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the Carrier and the employee is no longer entitled to benefits, the employee will have the ability to file for an expedited review of the decision to end benefits directly to the Insurance Appeals Committee under Appendix G (PEGO Insured Benefits Disputes Terms of Reference) within thirty (30) days of the decision to end benefits. The parties agree that such matter will be heard within sixty (60) days by the Joint Review Process as per Appendix G, unless the parties mutually agree otherwise.

35.11 The Employer shall provide a list of all employees in the bargaining unit in receipt of LTIP benefits to the President of PEGO upon request.

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 all prescription drugs that by law require a physician's prescription, including injectable drugs, and medicines prescribed by a licensed physician or other licensed health professional who is legally authorized to prescribe such drugs, and dispensed by a licensed pharmacist or by a physician legally authorized to dispense such drugs and medicine (excluding drugs that may be purchased over-the-counter). Provided that a generic drug is listed in the Canadian Pharmaceutical Association Compendium of Pharmaceuticals and Specialties, reimbursement will be at ninety percent (90%) based on the lowest price generic version of the drug. This reimbursement will remain at this level regardless of whether the employee chooses to purchase the generic or the brand-name drug.

However, if the prescribing physician or health professional stipulates no substitution, reimbursement will be based on the cost of the drugs prescribed provided that the employee submits a photocopy of the physician's or health professional's direction, together with the claims submission. For clarity, a photocopy of the prescription containing the prescribing physician's or health professional's substitution direction would be sufficient. If no generic equivalent exists, reimbursement will be at ninety percent (90%) of the reasonable and customary cost of the brand name product.

The total prescription cost for claims will be composed of the drug ingredient cost plus up to nine dollars ($9) per prescription for the pharmacies' professional fee (dispensing fee.) Effective with the introduction of the Drug Card, this provision will no longer apply.
The plan covers erectile dysfunction drugs including Viagra to a maximum of five hundred dollars ($500) per year.

The Employer will provide every employee who joins the plan with a Drug Card, which shall provide for direct payment of drug costs at the point of purchase, subject to the limitations set out below:

The Drug Card shall include the following elements:

(i) Employees shall be obliged to enrol themselves and all eligible participants in the Drug Card program before coverage shall be provided to the respective employee or eligible participant. If an employee fails to enrol, paper claims will continue to be accepted.

(ii) The Employer and the carrier shall have the right to ensure that the benefits of the employee and other eligible participants under the Drug Card program shall be coordinated with any other drug plan

under which the employee and the eligible participants may be entitled to coverage.

(iii) The Drug Card program shall include a feature known as “drug utilization review”, which ensures that drugs are dispensed safely and responsibly to employees.

(iv) The sum of three dollars ($3) shall be paid by the employee for each individual drug dispensed.

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) (i) Up to December 31, 2023, charges incurred for out-of hospital services of a legally licensed Chiropractor, Osteopath, Chiropodist, Podiatrist, Naturopath, Masseur or Physiotherapist who renders a service within the scope of their license, to a maximum of twenty-five dollars ($25) per visit for each visit not subsidized by OHIP and to an annual maximum of twelve hundred dollars ($1,200) for each type of service.

Effective January 1, 2024, charges incurred for out-of hospital services of a legally licensed Acupuncturist, Chiropractor, Osteopath, Chiropodist, Podiatrist, Naturopath, Masseur or Physiotherapist who renders a service within the scope of their license, to a maximum of thirty-five dollars ($35) per visit for each visit not subsidized by OHIP and to an annual maximum of twelve hundred dollars ($1,200) for each type of service.

(ii) Up to December 31, 2023, charges for the services of a Speech Therapist who renders a service within the scope of their license, to a maximum of twenty-five dollars ($25) per half hour, to an annual maximum of fourteen hundred dollars ($1,400).

Effective January 1, 2024, charges for the services of a Speech Therapist who renders a service within the scope of their license, to a maximum of thirty-five dollars ($35) per half hour, to an annual maximum of fourteen hundred dollars ($1,400).

d) Effective May 17, 2019 until May 4, 2025, charges for the services of a Psychologist who renders a service within the scope of their license, to a maximum of forty dollars ($40) per half hour, to an annual maximum of fourteen hundred dollars ($1,400).

Effective May 5, 2025, charges for the services of a Psychologist who renders a service within the scope of their license, to a maximum of eighty dollars ($80) per half hour, to an annual maximum of sixteen hundred dollars ($1,600).

Coverage shall also include services rendered by a Psychotherapist, or a Social Worker with a Master's Degree in Social Work, within the scope of their license, where such services are equivalent to the services that would otherwise be provided by a Psychologist.

e) Expanded Diabetic Supplies coverage for,

(i) Insulin infusion pumps – two thousand dollars ($2,000) every five (5) years.

(ii) Jet Injectors – one thousand dollars ($1,000) per lifetime.

(iii) Effective May 17, 2019, Blood Glucose monitoring machines and continuous glucose monitoring machines - reasonable and customary costs for the purchase and /or repairs of one machine per person per consecutive four (4) year period to a maximum of $400 per person.

(iv) One hundred percent (100%) of reasonable and customary costs of supplies related to the use of the above-referenced diabetics appliances to a calendar year maximum of two thousand dollars ($2000) per person.

f) Orthopaedic Shoes and Orthotic benefits as follows:

(i) Orthopaedic shoes: seventy-five percent (75%) of the cost of one pair per calendar year to a maximum of five hundred dollars ($500) per year.

(ii) Orthotics: one hundred percent (100%) of the cost of one pair per calendar year to a maximum of five hundred dollars ($500) per year.

g) Reimbursement for ninety percent (90%) of the cost of medically necessary vaccinations or immunizations when prescribed and administered by a qualified health care practitioner where such vaccine or immunization is not covered by a provincial health plan.

h) The parties agree that the group insurance coverage does not include emergency out of country coverage.

i) 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 first (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 first (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 three hundred and forty dollars ($340) every twenty-four (24) months per person, to every employee who elects to participate in the Plan's additional coverage for vision care and hearing aids. The eligible expenses outlined in the vision care coverage under the Supplementary Health and Hospital Insurance Plan include laser eye correction surgery.

the Supplementary Health and Hospital Insurance Plan shall provide for the reimbursement of the cost of one routine eye examination every twenty four (24) months independent of the Vision Care maximum. In addition to existing eligible expenses, the plan will be amended to include optical scans, corneal thickness and optimap scans, IOL Master Laser

Testing and Heidelberg Retina Tomography (HRT) vision testing, all of which are independent of the vision care maximum; and

b) purchase and repair, other than the replacement of a battery, of a hearing aid to a maximum of twelve hundred dollars ($1,200) every four (4) years per person.

36.6 The additional coverage under Article 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 Article 36.5, the Employer shall pay,

a) one hundred percent (100%) of the premiums for vision care coverage and hearing aid coverage for each participating full-time employee; and

b) one hundred percent (100%) for vision care and hearing aids of the percentage of the monthly premiums which apply in Sub-article 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.

36.11 CATASTROPHIC DRUG PLAN FOR REGULAR EMPLOYEES

All active employees will be enrolled in a mandatory, employee-paid catastrophic drug coverage plan that will provide 100% coverage for drug costs over an eligible drug claim cost threshold of $10,000 per eligible patient (employee, spouse and eligible dependent children), in a calendar year.

a) A patient's eligible claims for drug purchases up to the $10,000 per calendar year threshold will be reimbursed at 90% subject to the coverage terms set out in Article 36.1 (a).

b) Eligible patient shall mean the employee, the employee's spouse, and the employee's dependent child or children.

c) Monthly premium payments for the catastrophic drug coverage plan shall be deducted from an employee's monthly pay.

36.12 OUT-OF-COUNTRY MEDICAL COVERAGE

36.12.1 Effective May 17, 2019, the Employer will provide all employees with the option to enroll in out-of-country medical coverage. Employees who choose to enroll in this coverage will be responsible for 100% of the monthly premium.

36.12.2 Subject to Article 36.12.1, an employee may apply to enroll in this coverage upon hire or at any time thereafter. Where an employee enrolls and later decides to terminate coverage, their decision is irrevocable and they will not be able to re-enroll.

ARTICLE 37 - DENTAL PLAN

37.1.1 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; Coverage will include pit and fissure sealant treatment for eligible dependent children;

b) fifty percent (50%) of the cost of new dentures specified by the Plan to a maximum of fifty percent (50%) of the fees therefore 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 therefore 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 therefore 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).

37.1.2 Dental coverage shall include a fifty dollar ($50) single or family deductible per calendar year.

37.2 Effective January 1, 2010, reimbursements to the employee will be based on an Ontario Dental Association Schedule of Fees guide lag of one year in each year of the Collective Agreement.

37.3 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.

37.4 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 first (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 first (1st) day of the month coinciding with or next following the presentation of the evidence.

37.5 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.

37.6 Coverage will not include fluoride treatment for adults (this limitation does not apply to dependent children).

ARTICLE 38 - VACATION

38.1 a) A full-time employee is entitled to vacation credits at the rate of,

(i) one and three quarters (1 3/4) days per month during the first eight (8) years of continuous service;

(ii) two and one sixth (2 1/6) days per month after eight (8) years of continuous service;

(iii) two and seven twelfths (2 7/12) days per month after fifteen (15) years of continuous service; and

(iv) three (3) 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 Article 38.1(a), based on the ratio that the employee's regularly scheduled hours of work bear to full employment.

c) For employees who are hired on or after June 16, 2006, the Employer may at its discretion give more vacation credits to an employee than the vacation credits to which the employee is otherwise entitled under Article 38.1 (a)(i). The additional vacation credits may be given to the employee at the time that they become employed in the public service, but not after they are so employed. The additional vacation credits must not exceed five sixths (5/6) of a day per month for a full-time employee. The employee shall continue to receive the higher level of vacation credits until the employee's total vacation entitlement has become equal to their vacation entitlement under this Article.

38.2 An employee is entitled to vacation credits under Article 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 they are on leave of absence without pay except for pregnancy or parental leave;

b) in respect of a whole month in which they receive 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 their vacation credits for each year on the first (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 their annual credits but an employee's vacation credits shall be reduced to a maximum of one year's credits not later than the thirty-first (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 Article 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 Article 38.1(a) in the case of a full-time employee, or Article 38.1(b), in the case of a part-time employee, for the balance of the calendar year, but the employee shall not take vacation until six (6) months of continuous service have been completed.

38.10 Upon completion of six (6) months continuous service in the public service, an employee, with the approval of their manager or designee, may take vacation to the extent of their vacation entitlement and their 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 the Ontario Public Service immediately prior to their appointment to the regular 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, they are entitled to vacation pay at the rate of four percent (4%) of the earnings of the employee during the period of their 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 they cease 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 they qualify 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 Article 38.1(a) in the case of a full-time employee and at the rate set out in Article 38.1(b) in the case of a part-time employee.

38.15 Vacation taken in excess of the vacation credits to which an employee is entitled on the date they cease 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 they 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 they are entitled.

ARTICLE 40 - HOLIDAYS

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

New Years Day	Family 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 Article 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 Article 40.1(a), they are entitled to a compensating day as a holiday in lieu thereof.

40.3 When a holiday specified in Article 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. The parties agree that if the Employer's policy is modified or requires modification, an employee shall be entitled to the application of such modification but will not in any event lose the right to the benefit of this provision.

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 Article 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 their own;

"parental leave" means a leave of absence under Article 41.7;

"pregnancy leave" means a leave of absence under Article 41.2;

"weekly pay", in respect of an employee on a leave of absence referred to in Article 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 XIV of the Employment Standards Act, 2000 to an employee who is pregnant and who started their 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.

41.5.1 Where the pregnancy leave of an employee who is not entitled to take parental leave began before January 1, 2018, the pregnancy leave ends on the later of (a) the day that is seventeen (17) weeks after the pregnancy leave began or (b) the day that is six (6) weeks after the birth, still-birth or miscarriage of the child.

41.5.2 Where the pregnancy leave of an employee who is not entitled to take parental leave began on or after January 1, 2018, the pregnancy leave ends on the later of (a) the day that is seventeen (17) weeks after the pregnancy leave began or (b) the day that is twelve (12) 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 Article 41.4 or 41.5, if the employee gives their Employer four (4) weeks notice of that day.

41.7 The Employer shall grant a leave of absence without pay in accordance with Part XIV of the Employment Standards Act, 2000 to an employee who has at least thirteen weeks' service with the Crown and who is the parent of a child.

41.8.1 Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time before December 3, 2017, 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.

41.8.2 Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time on or after December 3, 2017, 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 seventy-eight (78) 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.

41.10.1 Where the child in respect of whom the employee takes the parental leave was born or came into the employee's custody, care and control for the first time before December 3, 2017, parental leave ends thirty-five (35) weeks after it began for an employee who takes pregnancy leave and thirty-seven (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.

41.10.2 Where the child in respect of whom the employee takes the parental leave was born or came into the employee's custody, care and control for the first time on or after December 3, 2017, parental leave ends sixty-one (61) weeks after it began for an employee who takes pregnancy leave and sixty-three (63) 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 they are 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.

41.11.2.1 The following applies for any pregnancy leave which begins before April 26, 2022. 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 (the waiting period), payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification and shall also include any increases in salary that the employee would have attained had they 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 their classification and shall also include any increases in salary that the employee would have attained had they 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 their classification, and shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are, or would have been, implemented.

41.11.2.2 The following applies for any pregnancy leave which begins on or after April 26, 2022. 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 one week (the waiting period), payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification and shall also include any increases in salary that the employee would have attained had they 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 (93%) of the actual weekly rate of pay for their classification and shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are, or would have been implemented; and

c) on production of proof of payments in accordance with employment insurance pursuant to the Employment Insurance Act (Canada) have terminated, the employee shall be entitled to a further one week of pregnancy leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification and shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are, or would have been implemented. This further one week of leave must be taken immediately after the date when the EI benefits referenced in Article 41.11.2.2(b) have terminated and prior to returning to the workplace.

d) where an employee takes parental leave in conjunction with pregnancy leave, Article 41.11.2.2(c) shall not apply.

41.11.3.1 The following applies for any parental leave which begins before April 26, 2022. 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 their classification, and shall also include any increases in salary that the employee would have attained had they 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 their classification, and shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are, or would have been, implemented.

c) Where the child in respect of whom the employee takes the parental leave was born or came into the employee's custody, care and control for the first time before December 3, 2017, payments under the Supplementary Employment Benefit Plan will not apply to leave that continues after fifty-two (52) weeks following the day the child is born or comes into the custody, care and control of the employee for the first time, where Employment Insurance benefits do not apply.

d) Where the child in respect of whom the employee takes the parental leave was born or came into the employee's custody, care and control for the first time on or after December 3, 2017, payments under the Supplementary Employment Benefit Plan will not apply to leave that continues after seventy-eight (78) weeks following the day the child is born or comes into the custody, care and control of the employee for the first time, where Employment Insurance benefits do not apply.

41.11.3.2 The following applies for any parental leave which begins on or after April 26, 2022. 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 one week, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification, and shall also include any increases in salary that the employee would have attained had they 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 Standard Employment Insurance benefits the employee is eligible to receive 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 their classification, and shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are, or would have been, implemented; and

c) on production of proof of payments in accordance with employment insurance pursuant to the Employment Insurance Act (Canada) have terminated, the employee shall be entitled to a further one week of parental leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification and shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are, or would have been implemented. This further one week of leave must be taken immediately after the date when the EI benefits referenced in Article 41.11.2.2(b) have terminated and prior to returning to the workplace.

or

d) where the employee served the waiting period in accordance with 41.11.2.2(a), has taken parental leave in conjunction with pregnancy leave, and on production of proof of payments in accordance with employment insurance pursuant to the Employment Insurance Act (Canada) have terminated, the employee shall be entitled to a further one week of parental leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification and shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are, or would have been implemented. This further one week of leave must be taken immediately after the date when the EI benefits referenced in 41.11.3.2(b) have terminated and prior to returning to the workplace.

41.11.4 During pregnancy leave or parental leave, an employee who participates in the group insurance coverages related to their service with the Crown may continue that participation unless they elect in writing not to do so.

41.11.5 Unless an employee gives the Employer written notice referred to in Sub-article 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.

41.11.6.1 Where the child in respect of whom the employee takes the parental leave was born or came into the employee's custody, care and control for the first time before December 3, 2017, an employee on pregnancy leave is entitled to a parental leave of absence of up to thirty-five (35) weeks.

41.11.6.2 Where the child in respect of whom the employee takes the parental leave was born or came into the employee's custody, care and control for the first time on or after December 3, 2017, an employee on pregnancy leave is entitled to a parental leave of absence of up to sixty-one (61) weeks.

41.11.7 Except for an employee to whom Sub-article 41.11.6 applies, an employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a consecutive leave of absence without pay and with accumulation of 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-article 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-article 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-articles 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-articles 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 their 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 their 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 one hundred and twenty-four (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 Article 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 Article 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 Article 42.1 or 42.2, as the case may be, is not entitled to leave of absence with pay under this Article in the year next following until the employee has again completed the service requirement described in Article 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 Plan 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

Accumulated credits include vacation credits, compensation option credits, and attendance credits.

42.7.1 Effective July 28, 2013, an employee who is on leave of absence and receiving pay under Article 42.1.2(b), 42.1.2(c) or 42.2.2(b) is entitled, at the employee's option, to have sufficient credits deducted from the employee's accumulated credits for each day to which Article 42.1.2(b), 42.1.2(c) or 42.2.2(b) applies in order 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 Article 42.1 or 42.2 shall have their 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 Article 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 their accumulated attendance credits.

42.8 After seven (7) 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 their designee of the Ministry, certifying that the employee is unable to attend to official duties.

42.9 Despite Article 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.

42.11 Where a supervisor or other Employer representative intends to meet with an employee for matters related to the development, implementation and administration of an accommodation or return to work plan, the employee shall have the right to be accompanied by and represented by an Association representative. The Employer shall notify the employee of this right and after consultation with the employee and the Association representative, will set the time and place for the meeting.

ARTICLE 43 – WORKPLACE SAFETY AND INSURANCE BENEFITS

43.1 Where an employee is absent by reason of an injury or occupational disease for which a WSIB claim is made, their 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 they are 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 Article 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 Article 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 Article 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 their share.

43.5 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.

43.6 Effective January 1, 2017, salary payments under Article 43.2 shall be reduced to the extent necessary to provide that an employee’s net earnings equals one hundred percent (100%) of their net earnings prior to the commencement of their absence.

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 is appointed on or after the first (1st) day of January, 1970 is entitled to severance pay for each year of continuous service up to and including the thirty-first (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. total disability pension provisions for purposes of entitlement to a pension under Section 14 or to a payment under Sub-section 13 (11) of the Public Service Pension Plan; or

2. age sixty-five (65) or later with entitlement to a pension under Section 15 or to a payment under Sub-section 13 (4) of the Public Service Pension Plan.

(ii) release from employment under Section 39 of the Public Service of Ontario Act, 2006,

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 34 of the Public Service of Ontario Act, 2006, or

(ii) abandonment of position under Section 42 of the Public Service of Ontario Act, 2006,

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 Article 45.4 shall apply.

45.2.1 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. total disability pension provisions for purposes of entitlement to a pension under Section 14 or to a payment under Sub-section 13(11) of the Public Service Pension Plan; or

2. age sixty-five (65) or later with entitlement to a pension under Section 15 or to a payment under Sub-section 13(4) of the Public Service Pension Plan, or

(iii) release from employment under section 39 of the Public Service of Ontario Act, 2006; 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 34 of the Public Service of Ontario Act, 2006, or

(ii) abandonment of position under Section 42 of the Public Service of Ontario Act,

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

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

(ii) 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.

45.2.2 Notwithstanding the provisions of Article 45.2.1, an employee who retires under the Public Service Pension Plan will only be entitled to termination payments for service accrued up to December 31, 2016. The termination pay will be based on the rate the employee was being compensated at on December 31, 2016.

45.3 For the purpose of Article 45.2, "week's salary" means the salary the employee would receive if the employee were in full employment.

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

a) at the date when they cease 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 their last salary prior to receiving benefits under the Plan.

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

a) at the date when they cease 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 their last salary prior to receiving benefits under the Plan.

45.4.3 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.

45.5 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 they are 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.:

a) Political Activity (Public Service of Ontario Act, 2006, Part V)

b) Lay-off (Article 14, Employment Stability)

c) Educational Leave (Public Service Commission Key Directive on HR Administration – Sections 14 and 15).

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

45.7 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.

45.8 An employee who intends to terminate their employment and who would, upon the termination of employment, be entitled to a termination payment under Article 45.1, or 45.2 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.

45.9 The employment of an employee who has elected under Section 45.8 to take a leave of absence with pay continues until the end of the leave of absence.

45.10 An employee's entitlement to a termination payment under Article 45.1 or 45.2 shall be reduced to reflect the time taken by the employee under Article 45.8 as a leave of absence with pay.

45.11 An employee hired on or after June 16, 2006, who voluntarily resigns, is not entitled to termination payments as provided for in this Article.

For clarity, a decision of an employee to retire under a provision of the Public Service Pension Plan is not a voluntary resignation for the purpose of this Article.

45.12 Notwithstanding Articles 45.1 and 45.2, an employee who voluntarily resigns is entitled to termination payments only for service accrued up to June 30, 2009. For clarity, a decision of an employee to retire under a provision of the Public Service Pension Plan is not a voluntary resignation for the purpose of this Article.

45.13 Notwithstanding Article 45.2, an employee appointed on or after July 1, 2009 who voluntarily resigns or retires under the Public Service Pension Plan is not entitled to termination payments as provided for in this Article.

For clarity, this does not apply to a fixed term employee who on or after July 1, 2009 is appointed to the regular service, where that regular employee's continuous service will include any fixed term service accumulated on or before July 1, 2009.

ARTICLE 46 – EMPLOYMENT INSURANCE REBATE

46.1 Effective as of September 1, 2003, the annual Employment Insurance (EI) rebate will cease. The total amount of the EI rebate for members will be directed towards the cost of enhanced benefits.

ARTICLE 47 - PROFESSIONAL MATTERS

47.1 The Employer agrees that acknowledgement will be given to authors and contributors to technical papers, documents, reports and research papers. Upon written request, this acknowledgement will be communicated to the employee in writing.

47.2.1 The annual fees for the licensing of employees as professional engineers in the province of Ontario, including the annual fees for Engineering Internship Program with the Professional Engineers Ontario for engineers in training, will be reimbursed by the Employer.

The annual fees for the licensing of employees as Ontario Land Surveyors in the Province of Ontario, including the portion of the fee allocated to Continuing Education, will be reimbursed by the Employer.

47.2.2 The application fee for licensing of employees as professional engineers in the province of Ontario with the Professional Engineers Ontario, if incurred on or after 90 days from February 5, 2025, will be reimbursed on a one-time basis by the Employer for regular employees in engineering developmental positions.

47.3 The Employer will review and may approve, within its discretion and subject to operational requirements, professional development education including but not limited to courses, seminars and conferences.

ARTICLE 48 - SALARY

48.1 Effective January 1, 2023, new harmonized salary ranges will be established as set out in Appendix D (Salary Schedules). There will be no increase to an employee's salary as a result of the implementation of the harmonized salary ranges unless the employee's salary on December 31, 2022 is below the minimum of the new range for their position, in which case the employee will be moved to the new minimum effective January 1, 2023 prior to the implementation of the across the board increase set out in Article 48.2. For clarity, the harmonized salary ranges will be implemented prior to the application of the January 1, 2023 across the board increase set out in Article 48.2.

48.2 Effective January 1, 2023 all salary rates in effect following the implementation of the new salary ranges established under Article 48.1, will be revised to provide for an increase of 3.5% across the board, and are set out in Appendix D (Salary Schedules).

48.3 Effective January 1, 2024 all salary rates in effect on December 31, 2023, will be revised to provide for an increase of 3.0% across the board, and are set out in Appendix D (Salary Schedules).

48.4 Effective January 1, 2025 all salary rates in effect on December 31, 2024, will be revised to provide for an increase of 3.0% across the board, and are set out in Appendix D (Salary Schedules).

48.5 Effective January 1, 2026 all salary rates in effect on December 31, 2025, will be revised to provide for an increase of 2.0% across the board, and are set out in Appendix D (Salary Schedules).

ARTICLE 49 – TERM OF AGREEMENT

49.1 This Agreement covers the period from January 1, 2023 until December 31, 2026. The effective date of any of the terms of this Agreement unless otherwise indicated shall be February 5, 2025. 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.

Signed on this 25th day of September, 2026:

For PEGO:	For the Employer:
Nihar Bhatt	Alain Beaulieu
George Collins	Shenouka Dissanayake
Jeffrey Giroux	Connor Jenkins
Matthew McEwen	Mohsen Keyvani
Craig McLeod	Tamara Pavlovic
Sunaina Menezes	Lisa Rawlings
Jaime Vandenburg	
Richard Zhang	

PART C – APPENDICES

APPENDIX A: EMPLOYMENT STABILITY

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

1. Sale of Business

The parties agree that if the Employer determines that there is a "sale of business" as defined in the Labour Relations Act, 1995, section 69, this determination will trigger the application of this Section.

1.1 Where there is a sale of business, it is agreed that:

a) The Reasonable Efforts provisions in Section 2 of this Appendix will not apply;

b) The obligations of the Employer to Ontario Public Service employees who are affected by the sale shall be modified as set out in Section 1 of this Appendix.

c) Where the Employer determines that a transaction is a sale of business, it shall indicate this in the request for proposal or the transfer agreement, whichever is applicable, and provide a copy of such document to the Association.

Obligations of the Employer to Employees Affected by the Sale

1.2 Where a transaction is a sale of business, the parties agree that the Employer shall have the following obligations to PEGO bargaining unit employees affected by the sale:

a) The employment of employees who are transferred to the successor employer is not terminated or severed and the service and seniority of such employees shall be carried over to the successor employer. The Employer shall not be liable to any employees who are transferred to the successor employer for any payment of termination or severance pay, or any other entitlements or obligations under the Collective Agreement.

b) Affected employees who do not receive a job offer from the successor employer will be surplussed as a result of the sale subject to the terms of the Collective Agreement.

c) Affected employees who refuse an equivalent job offer with the successor employer will be eligible for termination pay under Article 45 of the Collective Agreement. If the affected employee accepts employment with the successor employer within (12) months of the date of transfer of employees, they will repay to the Crown any and all payments received.

d) The Employer will provide advance notice as per the provisions of the Collective Agreement of the date of the sale to affected employees and the Association.

It is further agreed that individual entitlements and obligations that crystallized during employment with the Crown are not derogated by this Section.

Pensions

1.3 The parties have entered into agreement with respect to issues relating to pensions as set out in the Letter of Understanding Regarding Pensions.

Dispute Resolution

1.4 Nothing in this Section (Sale of Business) limits any rights that the Association may have to make application to the Ontario Labour Relations Board.

2. Reasonable Efforts

Where there is a disposition by the Crown of bargaining unit functions or jobs pursuant to this Collective Agreement and the disposition does not constitute a sale of business, the following provisions shall apply:

2.1 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.

2.2 When an employee has been transferred to a new employer they will be deemed to have resigned and no other provisions of the Collective Agreement will apply except for Article 45 (Termination Payments).

2.3 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.

2.4 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.

2.5 The obligations of the employer concerning reasonable efforts and employee bidding set out in Sections 2.1 through 2.4 of this Appendix shall be deemed to have been satisfied provided that:

a) (i) In respect of the transfers of bargaining unit jobs or functions where there is a disposition by way of a Request for Proposal or tender process, 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 regular PEGO-represented 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 eighty-five percent (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, the Employer will be deemed to have satisfied all the requirements of this Appendix in relation to the transfer of bargaining unit jobs or functions under the RFP or tender.

(ii) The Employer shall determine the PEGO-represented 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 Sub-section 2.5(a)(i).

b) In respect of the disposition or transfer of bargaining unit jobs or functions where there is not a disposition by way of a Request for Proposal or tender process, the Employer's obligations under this Appendix 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 regular employee in order to either secure or improve a job offer for that employee.

c) Regular 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 this Appendix and exercise their rights prescribed by Sections 3 to 5 of this Appendix and Article 14, excluding Article 14.5 of the Collective Agreement.

d) The employer shall include in the RFP or tender the statement that employees may bid on the same basis as others. The foregoing will be deemed to satisfy all the Employer's obligations in respect of employee bidding under this Appendix.

3. Pension Bridging

3.1 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 Section 2.5 of this Appendix who are transferred to a new Employer; or

b) In the alternative, employees who have been declared surplus may take a pension bridging option as a leave of absence without pay but with the continued accrual of pension credits, if the sum of:

(i) the six (6) month notice period;

(ii) the number of weeks of paid leave of absence that the employee's termination payments can be converted into under the current provisions of Article 45 (Termination Payments) (excluding attendance credits); plus

(iii) a maximum of two (2) years leave of absence without pay, but with continued accrual of pension credits

would bring the employee to the next earliest date on which they 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 their actuarially unreduced pension options and, from that amount, subtract:

1. the employee's six (6) month notice period; and

2. 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 Section 4 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:

1. shall retire;

2. shall receive the enhanced severance, reduced by an amount equivalent to their pension contributions for the unpaid leave of absence; and

3. shall be entitled to exercise their right to an actuarially unreduced pension.

This paragraph will not apply to employees described in Section 2.5 of this Appendix who are transferred to a new employer.

Surplus employees who choose any of these pension bridging options in Section 3 of this Appendix shall waive all rights to displacement, redeployment, pay-in-lieu and recall.

4. Enhanced Severance

4.1 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 Sub-section 3.1(a) of this Appendix will become eligible to receive an actuarially unreduced pension. This paragraph will not apply to employees described in Section 2.5 of this Appendix who are transferred to a new employer.

Appendix A forms part of the Collective Agreement, and is in effect for so long as the terms and conditions of the Collective Agreement are in effect.

APPENDIX B: COMPENSATION OPTION CREDITS

1.1 Effective January 1, 2006 and up to and including December 31, 2016, an employee is entitled to accumulate compensation option credits in each year for the portion of the year during which they are an employee at the rate of,

a) six-twelfths (6/12) of one (1) credit per month in the year, if the employee is a full-time regular employee, and

b) that portion of six-twelfths (6/12) 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 Effective January 1, 2017, employees are not entitled to accumulate compensation option credits.

1.3 From the compensation option credits credited to an employee in a year in accordance with Sections 1.1 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 Any compensation option credits accumulated by an employee will be used in their entirety by no later than September 30, 2020. Compensation option credits remaining after September 30, 2020 will be forfeited. This issue shall not be reopened in subsequent collective bargaining.

1.6 Each day or part thereof by which a leave of absence with pay taken by an employee under Section 1.4 exceeds their accumulated compensation option credits after making any deduction required by Section 1.3 shall be deducted from their vacation credits, and the employee shall repay to the Employer the salary paid to them 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 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 Section 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 up to September 30, 2020, every employee shall be advised of the number of compensation option credits to which they are entitled.

APPENDIX C: MERIT INCREASES

EMPLOYEES WHO ARE NOT AT THE MAXIMUM OF THEIR SALARY RANGE:

1.1 A merit increase for the previous twelve (12) month work cycle coinciding with the employee's fixed anniversary date of April 1st shall be processed in an amount of 3% of their salary up to and not exceeding the maximum of their salary range.

1.2 Notwithstanding the provisions of paragraph 1.1, where an employee has not worked in their current position for at least one year, such an employee will be entitled to a pro-rated merit increase based on the ratio of that employee's time in their current position as compared to a full year.

APPENDIX D: SALARY SCHEDULES

Effective January 1, 2023 harmonized salary ranges are established prior to the implementation of the January 1, 2023 across the board increase. Refer to Article 48.1 for further information.

Jobcode	Min	Max
E1	$54,546	$79,972
E2	$79,972	$108,898
E3	$83,634	$116,881
E4	$87,125	$130,681
E5	$93,815	$144,078

S1	$54,546	$79,972
S2	$79,972	$108,898
S3	$83,634	$116,881
S4	$87,125	$130,681
S5	$93,815	$144,078

	Effective January 1, 2023 to December 31, 2023	
Jobcode	Min	Max
E1	$56,455	$82,771
E2	$82,771	$112,709
E3	$86,561	$120,972
E4	$90,174	$135,255
E5	$97,099	$149,121

S1	$56,455	$82,771
S2	$82,771	$112,709
S3	$86,561	$120,972
S4	$90,174	$135,255
S5	$97,099	$149,121

	Effective January 1, 2024 to March 31, 2024	
Jobcode	Min	Max
E1	$58,149	$85,254
E2	$85,254	$116,090
E3	$89,158	$124,601
E4	$92,879	$139,313
E5	$100,012	$153,595

S1	$58,149	$85,254
S2	$85,254	$116,090
S3	$89,158	$124,601
S4	$92,879	$139,313
S5	$100,012	$153,595

	Effective April 1, 2024 to December 31, 2024	
Jobcode	**Min**	**Max**
E1	$61,347	$89,943
E2	$89,943	$122,475
E3	$94,062	$131,454
E4	$97,987	$146,975
E5	$105,513	$162,043
S1	$61,347	$89,943
S2	$89,943	$122,475
S3	$94,062	$131,454
S4	$97,987	$146,975
S5	$105,513	$162,043

	Effective January 1, 2025 to December 31, 2025	
Jobcode	**Min**	**Max**
E1	$63,187	$92,641
E2	$92,641	$126,149
E3	$96,884	$135,398
E4	$100,927	$151,384
E5	$108,678	$166,904
S1	$63,187	$92,641
S2	$92,641	$126,149
S3	$96,884	$135,398
S4	$100,927	$151,384
S5	$108,678	$166,904

	Effective January 1, 2026 to December 31, 2026	
Jobcode	**Min**	**Max**
E1	$64,451	$94,494
E2	$94,494	$128,672
E3	$98,822	$138,106
E4	$102,946	$154,412
E5	$110,852	$170,242
S1	$64,451	$94,494
S2	$94,494	$128,672
S3	$98,822	$138,106
S4	$102,946	$154,412
S5	$110,852	$170,242

APPENDIX E: PROFESSIONAL ENGINEERING DEVELOPMENT PROGRAM

Revised February 5, 2025

Subject to the section below regarding the EDP Working Group, the following shall govern the operation of the EDP:

1.1 The Employer agrees to encourage the establishment of a professional engineering development program in each Ministry when sufficient job opportunities exist.

1.2 The details of the above program shall be discussed by the PEGO Ministry Employee Relations Committee ("PMERC") 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

2.1 The parties agree that it is in the interests of the Employer and each employee to value, demonstrate and support continuous individual, team and organizational learning. Additionally, 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 PMERCs 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.

2.4 The parties agree that training and development will be a standing item on all PEGO-Management Committee agendas (PCERC and PMERC as appropriate). Discussion shall include, but not be limited to the following:

- On the job training and job-shadowing;

- Workshops, seminars, and attendance at conferences;

- Self-teaching programs such as programs in the Employer's place of business or at home during or outside normal working hours, through tapes, video, CD's, and other such media;

- Courses in the Centre for Leadership and Learning;

- Potential development of a professional development curriculum for PEGO-represented employees; and

- Formal training through courses at universities, colleges or other recognized institutions of learning, leading towards a degree, certification or diploma.

2.5 Employees may identify to their supervisor a desire for a transfer or secondment to other work areas for experience and career development as part of their learning and development or professional development plan.

EDP WORKING GROUP

3.1 The Employer and PEGO are committed to working together and to improving the professional engineering development program (EDP) within the OPS. The Parties recognize that an effective EDP is an important aspect of attracting, retaining and training qualified professional engineers, and that EDP brings benefits to the engineering profession within the Government of Ontario.

3.2 The Parties have a joint interest in reviewing the length of time and efficiency with which EDP participants are able to meet the experience requirements necessary to obtain their professional engineering licence within Ontario. The Parties jointly believe that this can be accomplished through an effective program structure, and a focus on planning and conducting work activities that meet the Employer's requirements as well as the EDP participant's efforts to achieve a professional engineer license.

3.3 The EDP Working Group of four (4) persons shall make recommendations for improvement of the EDP. The Working Group will have equal representation from the Employer and PEGO. The Working Group will consult with the Ministries and engage subject-matter expertise as it sees fit.

3.4 The working group will develop recommendations for the EDP to ensure:

- consistent, quality experiences across the Ministries;

- designing work experience and developmental work plans that are intended to meet the experience requirements of Professional Engineers Ontario ("PEO");

- mentoring and networking opportunities;

- attracting quality EDP participants; and

- measures to enable retention of EDP participants during and after the program.

3.5 Recommendations of the EDP Working Group will, at a minimum, address the following:

- the establishment of an ongoing oversight committee for the program, comprised of at least one Association representative;
- provisions for consultation with PEO;
- determination of expectations for managers and EDP participants with respect to completion of developmental work assignments;
- a mentoring program for EDP participants, with written expectations for mentoring, to include a minimum number of meetings and specified check-in dates with the individual EDP participant and their manager;
- a template for an EDP work plan; and
- sharing of information regarding best practices in developing work assignments and EDP work plans to assist with the approval process by PEO.

3.6 The Working Group shall present its recommendations to PEGO Central Employee Relations Committee ("PCERC") by no later than the end of December 2026 unless an alternate date is agreed to by the parties.

3.7 Upon completion of presenting its recommendations to PCERC, the Working Group shall have satisfied its mandate. The Working Group shall be dissolved thereafter.

3.8 Any unresolved matters between the parties may be referred to a mediator on mutual agreement to assist in expediting consideration on these matters and in resolving them. The cost of the mediator will be shared equally by the parties.

APPENDIX F: HOME POSITION

1.1 Employees from outside the bargaining unit temporarily assigned to a PEGO-represented position for a period of more than thirty (30) days will on the thirty-first (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 thirty (30) days, they will on the thirty-first (31st) day commence paying dues and be governed by the terms of the Collective Agreement of the position to which they have 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, they shall continue to pay dues to PEGO and continue to be covered by the PEGO Collective Agreement for the entire term of the temporary assignment, except that salary and hours of work provisions shall be determined in accordance with the terms and conditions for the non-bargaining group the employee is temporarily assigned to.

1.4 When an employee who has been in a temporary assignment returns to their home position, their salary will be readjusted to that which would have been in effect if they had continuously occupied that position including the merit increases that the employee would have received, if any.

APPENDIX G: PEGO INSURED BENEFITS DISPUTES TERMS OF REFERENCE

Revised February 5, 2025

DISPUTES CONCERNING ENTITLEMENTS TO INSURED BENEFITS

Article 16.10.3 of the PEGO Collective Agreement provides:

> "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. If it is not resolved, the grievance can be submitted to arbitration from a list of agreed upon arbitrators, in accordance with Appendix G (PEGO Insured Benefits Disputes Terms of Reference)."

INSURANCE APPEALS COMMITTEE

The Insurance Appeals Committee (IAC) shall review the claim file upon which the insurance carrier based its decision regarding the insured benefit including any additional documentation prepared or submitted subsequent to the entitlement decision by the insurance carrier (provided it has been submitted to the insurance carrier for reconsideration);

The claimant shall complete a "Release of Information – Insured Benefits Appeal – PEGO Members". (see release attached hereto)

The IAC shall provide a decision in writing to the claimant.

JOINT REVIEW PROCESS

Before a dispute involving a denial of benefits provided under the Benefit Plans to an individual is submitted to arbitration, the parties agree that an equal number of representatives of the Employer and the Association, with up to four (4) representatives in total, may meet jointly to review the issues and determine whether the matter can be resolved.

Each party may be accompanied by a resource person or a consultant. In addition, the grievor may attend if requested by either of the parties.

Where a claim dispute and/or related procedural issues cannot be resolved by the parties, the Association may submit the dispute to arbitration as set out below.

ARBITRATION

Selecting an Arbitrator

The list of arbitrators shall be made up of arbitrators appointed to the Grievance Settlement Board who have experience in resolving medical/legal disputes. The parties shall agree on the selection of the arbitrator from the list to hear a dispute. If the parties

cannot agree on an arbitrator, they may consult with the Chair of the Grievance Settlement Board who shall appoint an arbitrator from the following list to hear the dispute.

The arbitrators are: Bram Herlich and Marilyn Nairn

Role of the Arbitrator

The role of the Arbitrator is to make a decision, in writing, in accordance with the PEGO Collective Agreement and in accordance with the group insurance plans in place at the time the facts giving rise to the dispute arose.

Procedure

The Arbitrator may adopt such procedures as they consider appropriate in the circumstances; having regard to the nature of the dispute, the need for a fair process of dispute resolution and the desirability of ensuring the resolution of the dispute in an expeditious and informal manner. The Arbitrator may seek to resolve the dispute in whole or in part through mediation.

Disclosure

The Arbitrator may order disclosure of any material not disclosed by the insurer if such disclosure is relevant to the denial by the insurer of insured benefits provided under the provisions of the Collective Agreement.

Format of Hearings

Each party will receive disclosure of all of the information that the insurance carrier reviewed in making its determination to deny the insured benefit. This disclosure will take place at least twenty-eight (28) days prior to the hearing.

Both parties, through their representatives, will provide full disclosure of the supporting documentation upon which they intend to rely. This disclosure will take place at least fourteen (14) days in advance of the hearing.

In the event that further medical documentation is prepared or submitted to the insurance carrier for reconsideration, that documentation will be included in the record that is presented to the Arbitrator. The parties, through their representatives, will disclose such documentation at least fourteen (14) days in advance of the hearing.

The Employer and PEGO will jointly present a statement of agreed facts (to the extent possible) for the hearing before the Arbitrator.

PEGO will present its position on the dispute with supporting arguments before the Arbitrator. The Employer will present its position on the dispute with supporting arguments and will respond to PEGO’s position. PEGO will have the right of reply.

Presentation by both parties will be based on:

- the information / record on file before the insurance carrier up to the time of the final determination by the insurance carrier;
- any additional documentation prepared or submitted subsequent to the entitlement decision by the insurance carrier (provided it has been submitted to the insurance carrier for reconsideration);
- the employee statement (as set out below), if any; and
- the Employer's response, if any, to the claimant's statement.

The hearing will be limited to submissions made by each party and will not include witness testimony or viva voce (live) evidence, except as specifically requested by the Arbitrator.

Statement of the Claimant

The individual claimant will be permitted to file a written statement in lieu of testifying. The written statement must be provided to the Arbitrator and to the Employer at least fourteen (14) days before the commencement of the hearing. The Employer has the right to introduce a written response to this statement which must be provided to the Arbitrator and to PEGO at least seven (7) days before the commencement of the hearing.

The claimant may attend the hearings and, if so, shall be allowed leave of absence with no loss of pay and with no loss of benefits or credits.

Decisions

The Arbitrator shall make a written determination with supporting rationale with respect to the dispute in accordance with the PEGO Collective Agreement and in accordance with the group insurance plans in place at the time the facts giving rise to the dispute arose.

In order to respect the privacy of the claimant, decisions shall not set out the name of the claimant or any other personal identifying information.

The Arbitrator may make a determination as to whether the dispute is denied, upheld, upheld in part, whether benefits are payable for the whole or for a portion of the claim period. The Arbitrator may remain seized regarding the decision.

Decisions of the Arbitrator are final and binding.

Fees and Expenses

Fees and expenses of the Arbitrator shall be divided equally between the Employer and PEGO.

The parties agree to these Terms of Reference in support of the implementation of Article 16.10.3 of the Collective Agreement.

(attachment)

RELEASE OF INFORMATION –
Insured Benefits Appeal

TO: CANADA LIFE

This shall be your authority to deliver immediately to the Insurance Appeal Committee (IAC), in care of the Benefits Governance and Appeals Unit, Total Compensation Strategies Branch, Centre for Public Sector Labour Relations and Compensation, Treasury Board Secretariat, Province of Ontario, a copy of each and every medical report prepared by or under the authority of a medical practitioner, and a copy of each and every document or other material in any format prepared by any person, in your possession in connection with my benefits claim:

_____ For_____
(date of claim) (specify type of benefit claimed)

with the Ontario Public Service.

I understand that this information and materials are deemed *Private & Confidential,* for use by the Insurance Appeals Committee members only, with respect to my insured benefits appeal.

_____ _____
Signature Date

_____ _____
Print Name Identification Number
(WIN ID or Pensioner Client number)

_____ _____
Bargaining Group/Association Policy/Plan Number
(if applicable)

_____ _____
Telephone Number Email/Other Address

Email to: IACappeals@ontario.ca

or Mail To: The Insurance Appeal Committee, Benefits Governance and Appeals Unit, Total Compensation Strategies Branch, Total Rewards and Classification Division, Centre for Public Sector Labour Relations and Compensation, Treasury Board Secretariat, 315 Front St. W., 7th Floor, Toronto, ON M5V 3A4 or Fax #416-327-8402.

APPENDIX H: INTERNATIONALLY TRAINED ENGINEERS

MEMORANDUM OF AGREEMENT

Between

The Crown in Right of Ontario
(Management Board of Cabinet)
(The Employer)

And

The Professional Engineers Government of Ontario
(The Association)

APPENDIX H IS MAINTAINED IN THE COLLECTIVE AGREEMENT ONLY FOR THE PURPOSES OF TRANSITION FOR CURRENT INCUMBENTS AND THOSE WITH ACCESS TO RESTRICTED COMPETITIONS. FOR CLARITY, PARAGRAPH 2 IS NULL AND VOID AND NO LONGER IN EFFECT. APPENDIX H WILL EXPIRE ON DECEMBER 30, 2026.

Whereas the Employer intends to establish an internship program within the Ontario Public Service (OPS) for internationally trained engineers (ITEs) in order to help skilled immigrants gain relevant Canadian experience and to enable them to become productive members of Ontario's labour market;

Therefore the parties agree as follows:

1. The Employer shall have a maximum of 25 internship placements at any one time in the OPS for Internationally Trained Engineers.

2. Candidates will have been screened through Professional Engineers Ontario (PEO) to ascertain that they qualify by satisfying technical/educational requirements for licensing except for the 12-months of Canadian experience.

3. Internship placements under this agreement shall be posted and filled in accordance with Article 7 of the PEGO Collective Agreement with the additional requirement that the posting shall be restricted to candidates who have been screened in as per paragraph 2 of this agreement and meet the Employer's definition of an internationally trained engineer.

4. ITEs will be hired by the Employer as fixed term employees for a period not exceeding fifteen (15) months.

5. Up until December 31, 2020 ITEs will be compensated at a maximum of the 05PBE level.

Effective January 1, 2021, ITEs will be compensated according to the new classification system as per Appendix M (Job Evaluation/Classification System).

6. The Employer shall advise the Association of the current placements semi-annually. This information shall be provided to the PEGO Central Employee Relations Committee ("PCERC"). Issues dealing with the mentoring, supervision and training of ITEs shall be resolved at the respective PEGO Ministry Employee Relations Committees ("PMERCs").

7. This program will not adversely affect promotional or training and developmental opportunities of employees in the PEGO bargaining unit.

8. This program is not intended to be a substitute for the hiring of new Engineers-in-Training into the existing Engineering Development Program.

9. It is understood that ITEs are covered by Article 6 of the PEGO Collective Agreement, with the exception that Articles 6.12.1 and 6.12.2 do not apply.

10. ITEs will pay Association dues in accordance with Article 5 of the PEGO Collective Agreement.

11. Participants of the ITE program who have attained their PEO license are eligible to apply to restricted competitions in the PEGO bargaining unit for a period of up to one year after the expiry of their internship placements.

APPENDIX I: STAND-BY, CALL BACK AND HOLIDAY PAY

MEMORANDUM OF AGREEMENT
BETWEEN:

THE CROWN IN RIGHT OF ONTARIO as represented by the TREASURY BOARD SECRETARIAT (the "Employer")
and
PROFESSIONAL ENGINEERS GOVERNMENT OF ONTARIO ("PEGO")

Whereas the parties have negotiated Overtime, Stand-by, Call Back and Holiday Pay entitlements for PEGO-represented employees in the Fire Investigation Services Unit, Office of the Fire Marshal, Ministry of the Solicitor General;

The parties therefore agree to the following:

The parties agree to Overtime, Stand-By, Call Back and Holiday Pay entitlements for the Fire Investigation Services Unit, Office of the Fire Marshal, Ministry of the Solicitor General.

The agreement shall be in place for the duration of the Collective Agreement. During this period either party may terminate this agreement upon sixty (60) days written notice to the other party.

ARTICLE 9 PROVISIONS – HOURS OF WORK

The provisions of Article 9 (Hours of Work) will apply. In accordance with Article 9, the parties agree to the following additional provisions for the purposes of this agreement:

9.5.4 Notwithstanding the provisions of Article 9.4, where the Employer authorizes an employee to work in excess of thirty-six and one-quarter (36 ¼) hours in one week, the employee shall be paid overtime as follows:

(a) one and one half (1.5) hours at their basic hourly rate for each hour worked in excess of thirty-six and one-quarter (36 ¼) per week.

Employees may receive compensating leave in lieu of overtime pay at the discretion of the Employer. For clarity, for the purposes of this article, a week is defined as Monday through Sunday.

9.10.1 "Stand-By Time" means a period of time on a weekend or statutory holiday in accordance with Article 40, that is not a regular working period, during which an employee is required to keep themselves:

(a) immediately available to receive a call to return to work, and

(b) immediately available to return to the workplace.

9.10.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.

9.10.3 Where stand-by is not previously authorized in writing, payment as per Article 9.10.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.

9.10.4 When an employee is required to stand-by, they shall receive payment of the stand-by hours at one half (½) their basic hourly rate with a minimum credit of four (4) hours pay at their basic hourly rate.

9.11 An employee who leaves their place of work and is subsequently called back to work prior to the starting time of their next scheduled shift shall be paid a minimum of four (4) hours pay at one and one-half (1 ½) times their basic hourly rate.

9.12 Notwithstanding the provisions of Article 40.2, where an employee covered by this Article works on a holiday included under Article 40.1, they shall be paid at the rate of one and one-half (1½) times the basic hourly rate for each hour worked.

APPENDIX J: TRANSITION EXIT INITIATIVE

Revised February 5, 2025

TRANSITION EXIT INITIATIVE

MEMORANDUM OF AGREEMENT
Between
PROFESSIONAL ENGINEERS GOVERNMENT OF ONTARIO (PEGO)
("the Union")
and
THE CROWN IN RIGHT OF ONTARIO as represented by the
TREASURY BOARD SECRETARIAT
("the Employer")

The parties have agreed to work collaboratively to support the transformation of the Ontario Public Service while minimizing the impact to employees. Accordingly, the parties have agreed to establish a Transition Exit Initiative (TEI) as follows:

1. All regular and regular part-time employees will be eligible to apply to a Transition Exit Initiative (TEI).

2. An employee may request in writing voluntary exit from employment with the OPS under the TEI, which request may be approved by the Employer in its sole discretion. The employee's request will be submitted to the Corporate Employer. The Employer`s approval shall be based on the following considerations:

    i. At the time that an employee TEI request is being considered, the Employer has plans to reduce positions in the PEGO bargaining unit; and
    ii. The Employer has determined in its discretion that the employee's exit from employment supports the transformation of the Ontario Public Service.
    iii. The Employer will consider whether employees are on the TEI list when making surplus decisions.

    The Employer shall provide written confirmation of receipt of the employee's request within thirty (30) days with a copy to the Union. If the employee's request is approved, the Employer shall provide written notification to the employee with a copy to the Union. An employee may withdraw their request by written notice to the Corporate Employer.

3. If there is more than one (1) employee eligible to exit under the TEI within the same workplace, the determination of who will exit under the TEI shall be based on seniority.

4. An employee who has received notice of Employer approval to exit under the TEI shall be deemed to have accepted one of the options as outlined in Paragraph 5.

5. An employee who exits from employment under the TEI will only be entitled to the following:
   i. A lump sum of six (6) months' pay, plus one (1) week pay per year of continuous service; or
   ii. Continuance of salary plus benefits (except STSP and LTIP) for six (6) months commencing on the date set out in Paragraph 8, plus one (1) week pay per year of continuous service or its equivalent period of further salary continuance plus benefits (except STSP and LTIP). For clarity, during the salary continuance period, employee and Employer pension contributions and vacation and pension credits will continue to accrue.
   iii. Where the employee does not choose a specific pay-in-lieu option, the employee shall be deemed to have chosen the lump sum option under 5(i).

6. In the event than an employee who exits the OPS under the TEI is reappointed to a position in the OPS within twenty-four (24) months, the employee will repay to the Minister of Finance the six (6) month lump sum paid out under paragraph 5 above.

7. An employee who exits under the TEI and is reappointed to any position in the OPS may elect to repay the TEI payment of one-week per year of continuous service or its equivalent period of salary continuance, thereby restoring entitlement to termination payments under Article 45 (Termination Payments), as applicable, for the period of continuous service represented by the payment.

8. Where an employee is exiting under the TEI, their last day at work shall be five (5) working days after the notice of Employer approval to exit is received, or such other period as the employee and the Employer shall agree.

9. The payment under Paragraph 5 and any payout of unused vacation or compensating leave credits are payable as soon as possible, but not later than three (3) pay periods following the employee's exit under the TEI.

10. Employees exiting under the TEI shall have the entitlements in Paragraph 5 in lieu of the entitlements in Article 45 (Termination Payments) and Section 4 of Appendix A (Employment Stability) of the Collective Agreement.

11. The parties agree that all employees exiting under the TEI are doing so pursuant to a program of downsizing undertaken by the Employer and in so doing are preventing another employee from being laid off. Accordingly the Employer agrees to take all necessary steps to attempt to ensure that the Human Resources and Skills Development Canada recognizes that the entitlement to Employment Insurance of employees who are laid off and who take a pay-in-lieu of notice option qualifies as registered 'workforce reduction processes' under the Employment Insurance Act.

12. The parties agree that at no time will the number of employees exiting under the TEI exceed the number of positions identified by the Employer to be reduced in the bargaining unit.

13. The parties recognize that the approval of exits from the Ontario Public Service under TEI is the exclusive right of the employer.

14. This MOA forms part of the collective agreement.

15. This Memorandum expires upon the expiry of the collective agreement.

For PEGO

For the Employer

APPENDIX K: INFORMATION AND INFORMATION TECHNOLOGY

1. For the purposes of this Appendix, “Information & Information Technology” is defined as any activity which involved the investigation, analysis, planning, acquisition, design, development, implementation, operation and maintenance of information technology, the management of information including the security of that information and/or the automation of business processes.

2. For purposes of this Appendix, a “non-public servant is:

    i. A person who has not been appointed by the Public Service Commission; and

    ii. who is engaged to perform work related to Information & Information Technology.

3. Persons employed or engaged by a supplier of I and IT equipment, hardware or software who are performing work in relation to the installation, maintenance and support of that equipment hardware or software shall not be considered “non-public servants” for the purposes of this Appendix. There shall be no restriction regarding their use, and they shall not otherwise be covered by the terms of this section, nor the reporting requirements in paragraph 6.

4. The use of a non-public servant to perform bargaining unit work does not constitute a violation of the Collective Agreement.

5. Non-public servants, while in the workplace, shall not perform duties normally performed by employees in the bargaining unit if it directly results in the lay-off of a bargaining unit employee.

6. Every six (6) months, the Employer will provide PEGO with a report including the following data relating to all non-public servants as defined in paragraph 2 who perform PEGO bargaining unit work requiring regular attendance at one or more sites controlled by the Employer:

    i. The name of the non-public servant;

    ii. The workplace regularly attended by the non-public servant;

    iii. The role and level for which the non-public servant is engaged;

    iv. The start date of the engagement of the non-public servant;

    v. The end date or anticipated end date of engagement of the non-public servant; and

    vi. The number of days worked during the reporting period.

7. At the time of providing the report, and for the period of the report, the Employer shall pay to the Union a payment for each day of work performed by the non-public servant performing PEGO bargaining unit work identified in the report. The formula for such payment shall be as follows: 1.4% of the daily average wage of the maximum salary rate for the appropriate IT classification series multiplied by the number of days worked set out at paragraph 6(vi) of the Report.

APPENDIX L: JOB EVALUATION SYSTEM

(Renewed for historical purposes only)

MEMORANDUM OF AGREEMENT

Between

THE CROWN IN RIGHT OF ONTARIO
as represented by Treasury Board Secretariat
("the Employer")

and

PROFESSIONAL ENGINEERS GOVERNMENT OF ONTARIO
("PEGO")

WHEREAS the parties have discussed the possibility of a new job evaluation system, and

WHEREAS the parties have also discussed conducting a review of the Engineering Development Program (EDP) at the Ministry for Environment and Climate Change and the Ministry of Transportation, and

WHEREAS the parties have agreed to introduce a new job evaluation system into the OPS for the PEGO bargaining group as set out below which also considers the evaluation of the entry-level engineer positions,

NOW THEREFORE the parties agree as follows:

ROLES AND RESPONSIBILITIES

Job Evaluation Joint Steering Committee

1. Within one (1) month of ratification, the parties will appoint a Job Evaluation Joint Steering Committee (JEJSC) to:
   (a) oversee the development of a new/revised job evaluation plan for positions in the PEGO bargaining unit at key stages of the project, including a review of positions in the EDP;
   (b) review the progress of work on the new plan;
   (c) discuss and resolve issues to ensure the progress of the project in a timely way;
   (d) bring the job evaluation project to conclusion; and
   (e) any other activities that the parties agree to include.

2. In addition to the above, the JEJSC will develop communication and educational information that the parties mutually agree may be necessary to keep employees fully informed of the process. Any and all communications to employees will be issued through the JEJSC.

3. The JEJSC will consist of three (3) representatives from each party. Attendance at JEJSC meetings for bargaining unit members shall be with no loss of regular pay or credits. Reasonable travel and caucus time will be provided.

4. The JEJSC will include representatives from each party from the PEGO Central Employee Relations Committee (PCERC) (or comparable significant decision-maker). The bargaining agent and the employer will also send advisor representatives, as required.

Job Evaluation Consultant

1. The Employer agrees to retain the services of a Job Evaluation Consultant (Consultant) in accordance with its procurement rules to assist with the design, development and implementation of a job evaluation system for the PEGO bargaining group.

2. The Consultant shall provide expertise to:
   (a) develop and test the job evaluation plan; and
   (b) develop the Position Information Questionnaire.

General

1. The parties agree that nothing in this agreement should be interpreted as management waiving its rights to manage the classification system. Similarly, the parties agree that nothing in this agreement should be interpreted as waiving the legal rights of the Association and its members.

2. The parties agree that any monetary consequences of the new job evaluation system, if any, may be negotiated in a future round of bargaining and will not commence until the completion of this project.

3. The parties agree to a moratorium on any new classification grievances or complaints during the term of the collective agreement. Upon successful completion of the project, the parties agree that any existing classification grievance is withdrawn.

4. The JEJSC commits to concluding the development of a new/revised job evaluation plan by December 31, 2018 or at such a time agreed by the parties.

5. This Memorandum of Agreement forms part of the collective agreement.

FOR THE ASSOCIATION	FOR THE EMPLOYER
_____	_____
_____	_____

APPENDIX M: JOB EVALUATION/CLASSIFICATION SYSTEM

Revised February 5, 2025
Pursuant to the parties' MOA dated October 27, 2020

WHEREAS the parties had reached agreement to implement a new Job Evaluation System as of January 1, 2021;

AND WHEREAS the parties reached an agreement effective April 17, 2019 that provided for continuation of the Job Evaluation Joint Steering Committee and additional/extended provisions for development of a new Job Evaluation System;

AND WHEREAS subsequent circumstances have required the revision of timelines for implementation of the Job Evaluation System;

NOW THEREFORE, the Employer and PEGO agree to the following with respect to reviewing the process of evaluating positions occupied by PEGO-represented employees as well as the results of the new Job Evaluation System and agree that these provisions replace the terms previously agreed to with regard to the Job Evaluation/ Classification System set out in Appendix M of the 2019-2022 PEGO Collective Agreement:

1. Continuation of the Job Evaluation Joint Steering Committee

1.1 Within one (1) month of ratification, the parties will continue to hold meetings of the Job Evaluation Joint Steering Committee (JEJSC) for the purposes of conducting a review of the process by which positions occupied by PEGO-represented employees have been evaluated and the evaluation of those positions.

1.2 The Employer agrees to provide JEJSC all information that the JEJSC identifies as necessary to complete the review set out in paragraph 1.1. The parties agree that William Kaplan is seized of any issues regarding the provision of information under this section.

1.3 The JEJSC may make recommendations regarding the process for evaluating positions and/or the results of the evaluations to the Job Evaluations Initiatives Branch (JEIB).

1.4 JEIB will provide a response to any JEJSC recommendations within one (1) month and may consider making adjustments to the evaluation process or results as required.

1.5 The Employer will notify PEGO-represented employees of the results of the job evaluation process in accordance with the following provisions.

2. Notification of Results of Job Evaluation

2.1 Employees will be provided with the following:
- (a) an updated job description;
- (b) the evaluation of their position in the new Job Evaluation System including any scoring and/or weighting; and
- (c) an evaluation rationale.

3. Job Evaluation Review Process

3.1 Within thirty (30) business days of the receipt of the information set out in paragraph 2.1, where any employee who wishes to have the evaluation of their position reviewed, the employee must complete a Classification Review Form which will set out the nature of the classification review and supporting reasons and evidence to support the request for review, with the understanding that the timeline can be extended under extraordinary circumstances as agreed to by both parties.

3.2 Completed Classification Review Forms shall be sent to the Job Evaluation Initiatives Branch (JEIB), copying the employee's Director and PEGO.

3.3 JEIB will review and consider requests for review in a timely manner, taking into account the number of requests filed and the need to consult with management in the program area. JEIB's decisions will be communicated to the employee(s) and PEGO.

3.4 Within thirty (30) business days of the employees being informed of JEIB's decision, the employee(s) and PEGO can file an unresolved issue for consideration by the JEJSC, with the understanding that the timeline can be extended under extraordinary circumstances as agreed to by both parties.

3.5 Where the review of a position under Section 3 of this Memorandum of Agreement as a result of the PEGO Job Evaluation Plan and/or the resolution of such issue referred to the JEJSC under Article 3.4 or to a mediator under Article 5.1 results in changes to the employee's position or classification, such changes will apply effective January 1, 2021 or the date the employee entered the position, whichever is later.

3.6 Where the review of a position under Section 3 of this Memorandum of Agreement as a result of the PEGO Job Evaluation Plan and/or the resolution of such issue referred to the JEJSC under Article 3.4 or to a mediator under Article 5.1 results in changes to the employee's position or classification, the JE implementation and pay administration rules outlined in Schedule A will apply.

3.7 During the period the JEJSC is in existence, there shall be no classification grievances filed in accordance with Article 16.11.

4. Job Evaluation Joint Steering Committee

4.1 It is the intention of the parties that the JEJSC will complete its consideration of all unresolved issues filed under Article 3.4 no more than five (5) months after the date of commencement of the Job Evaluation Review Process set out in Articles 3.1 to 3.4. This timeline can be extended under extraordinary circumstances as agreed to by both parties. If the parties do not agree to an extension of the timeline beyond the five (5) months, all unresolved matters will be referred to the mediator as set out in Article 5.1 and the JEJSC will be disbanded.

5. General

5.1 Any unresolved matters between the parties may be referred to a mediator to assist in expediting consideration of these matters and in resolving them. The cost of the mediator will be shared equally by the parties. If the parties are unable to agree on a mediator, the parties agree that Eli Gedalof shall mediate the matter.

5.2 Subject to the provisions of the collective agreement and the provisions of this Appendix, the Employer retains the right to classify positions and to manage and maintain the job evaluation system.

5.3 Effective January 1, 2021, Article 16.11 will address all requests for review related to new positions created after January 1, 2021 and positions where there have been substantive changes to the assigned duties and responsibilities after January 1, 2021.

5.4 Subject to the other provisions and requirements of this Appendix, this letter supersedes any and all other previous agreements, arrangements or understandings with respect to the implementation of a new job evaluation system. Accordingly, subject to the other provisions and requirements of this Appendix, all such previous agreements, arrangements or understandings are hereby void.

SCHEDULE A: PAY ADMINISTRATION

The following rules pertain to PEGO-represented employees moving from the old job classification system into the new job evaluation/classification system under this Appendix and have no application to other reclassifications under the collective agreement:

1. A PEGO employee whose salary on December 31, 2020 is below the minimum of the new range for their position will be moved to the new minimum effective the date of implementation (January 1, 2021, hereinafter, the “date of implementation”).

2. An employee whose salary on December 31, 2020 is at or above the new minimum and below or equal to the new maximum of the new salary range for their position will move into the new salary range at their current salary effective the date of implementation.

3. An employee whose salary on December 31, 2020 is above the maximum of the new salary range for their position shall maintain their current salary until the maximum of the new salary range exceeds their salary, at which time they may progress in the new range. For clarity, the employee will not be entitled to receive pay increases resulting from merit and across the board increases, if any, while their salary is above the new maximum of the new salary range.

4. Any subsequent transactions affecting pay following assignment to the new pay structure, such as promotion, reclassification, temporary assignments, voluntary demotion, will be in accordance with the Collective Agreement.

APPENDIX N: PROFESSIONAL LAND SURVEYOR WORKING GROUP

Revised February 5, 2025

1.1 The Employer and PEGO are committed to working together toward attracting, training and retaining talented and qualified professional land surveyors in the OPS.

1.2 The Parties recognize that there are significant obstacles to recruitment and retention of qualified professional surveyors, including but not limited to the declining absolute number of professional surveyors; the aging demographic of land surveyors generally and within the OPS; anticipated retirements from the OPS in the next few years; the significant base level of professional survey practice knowledge needed for OPS positions; and competition from the private, federal and municipal sectors for a limited pool of candidates.

1.3 To address this, the Parties agree to re-establish the Working Group to make recommendations regarding recruitment and retention of professional land surveyors in the face of the recognized obstacles.

1.4 Recommendations of the Land Surveyor Working Group will, at a minimum, address the following:

- effective recruitment processes in the face of hiring obstacles;
- a Land Surveying Development program (for Association of Ontario Land Surveyors (AOLS) Articling Students);
- ensuring consistent, quality experiences across the Ministries;
- effectiveness in gaining relevant work experience to obtain the land surveying license, and meet the experience requirements of the AOLS;
- designing work experience and developmental workplans;
- mentoring and networking opportunities;
- compensation issues related to land surveyors;
- retention of land surveyors, while in training, after training and throughout their careers in the OPS.

1.5 A Land Surveying Development program (for AOLS Articling Students) will be developed, which will include at the least the following features:

- the establishment of an ongoing oversight committee for the program, comprised of at least one Association representative;
- provisions for consultation with AOLS;

- guidelines for gaining experience and tasks to be accomplished;

- determination of expectations for managers and participants with respect to completion of developmental work assignments;

- a mentoring program for participants, with written expectations for mentoring, to include a minimum number of meetings and specified check-in dates with the individual participant and their manager;

- a template for a work plan; and

- sharing of information regarding best practices in developing work assignments and work plans to assist with the approval process by AOLS.

1.6 The Working Group will also consider whether there are possibilities for an inter-ministerial training exchange program and/or work opportunities, and will consider whether there are non-monetary or low-cost means of recruiting and retaining land surveyors.

1.7 The Working Group will be re-established within ninety (90) days of ratification and shall consist of two (2) representatives each of the Employer and of PEGO. The Working Group will consult with the Ministries and engage subject-matter expertise as it sees fit.

1.8 The Working Group shall present its recommendations to the PEGO Corporate Employee Relations Committee ("PCERC") by no later than within twelve (12) months of the working group being re-established, unless an alternate date is agreed to by the parties.

1.9 Upon completion of presenting its recommendations to PCERC, the Working Group shall have satisfied its mandate. The Working Group shall be dissolved thereafter.

1.10 Any unresolved matters between the parties may be referred to a mediator on mutual agreement to assist in expediting consideration on these matters and in resolving them. The cost of the mediator will be shared equally by the parties.

APPENDIX O: TEMPORARY ASSIGNMENTS PILOT PROJECT

Deleted February 5, 2025

APPENDIX P: FLEXIBILITY DURING TRANSFORMATION ACTIVITIES

Deleted February 5, 2025

APPENDIX Q: GAIN SHARING

Deleted February 5, 2025

APPENDIX R: ADMINISTRATIVE CHANGES TO INSURED DRUG BENEFITS PLAN

Revised February 5, 2025

Nihar Bhatt, P. Eng.
President
Professional Engineers Government of Ontario
347 Jane Street
Toronto, ON M6S 3Z3

Dear Nihar Bhatt,

Within ninety (90) days of the ratification of the collective agreement, the Employer and PEGO will re-establish a Committee to meet to continue to discuss the following administrative changes proposed by the Employer with respect to the insured benefits plan for PEGO-represented employees:

i. Implementation of Health Case Management which will ensure that Canada Life Health Case Managers work directly with PEGO-represented employees (including eligible dependents) and their physicians to identify the appropriate initial treatment, ensure the prescribed drug is working for the patient and schedule follow-ups to ensure the condition is being managed.

ii. Implementation of SMART (Sustainable, Managed and Reasonable Treatment) Drug Plan which is an assessment to ensure that only appropriate drugs are added to the drug plan. A SMART assessment occurs for new drugs that come to market. The SMART assessment ensures that only drugs which have enhanced treatment outcomes (efficacy), safety and cost-effectiveness are added to the program. Where an employee is taking a drug prior to the implementation of the SMART Drug Plan, the implementation of the plan will not impact their drug coverage.

iii. Implementation of Enhanced Generics which will reimburse based on the lowest cost eligible generic drug product price, even if no substitution is prescribed by a physician. If a patient cannot tolerate the generic drug due to an adverse reaction, medical evidence can be submitted to support why the brand-drug is being prescribed.

iv. Establishment of a Dispensing Fee Cap for prescription drugs of $11.99 per prescription.

v. Implementation of an Annual Dispensing Fee Frequency Cap of five (5) times in a calendar year in relation to eligible prescribed maintenance drugs that can be reasonably dispensed over a longer term.

The Committee shall consist of two (2) representatives each of the Employer and of PEGO. The Committee will consult with and engage subject-matter expertise as it sees fit.

The Committee shall present its recommendations to the PEGO Corporate Employee

Relations Committee (“PCERC”) by no later than the end of December 2025 unless an alternate date is agreed to by the parties.

Yours truly,

Shenouka Dissanayake
Manager, Labour Negotiations
Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

APPENDIX S: LETTERS

LETTER OF UNDERSTANDING #1
DIGNITY AT WORK
Deleted February 5, 2025

LETTER OF UNDERSTANDING #2
PENSIONS

September 8, 2006 Revised February 5, 2025

John Gasbarri, P. Eng.
President
Professional Engineers Government of Ontario
3199 Bathurst Street, Suite #206
Toronto, ON
M7A 1N3

Dear John Gasbarri,

Re: Pensions

This letter confirms the parties' agreement with respect to issues relating to pensions. The parties understand that, while pension issues are bargainable, the Public Service Pension Plan and its ancillary documents do not form part of the Collective Agreement between the parties.

Sincerely,

Mark Dittenhoffer
Lead Negotiator
Employee Relations Division, HROntario
Ministry of Government Services

LETTER OF UNDERSTANDING #3
MODEL AGREEMENTS WITH RESPECT TO ALTERNATIVE WORK ARRANGEMENTS

May 29, 2013 Revised February 5, 2025

John Gasbarri, P. Eng.
President
Professional Engineers Government of Ontario
3199 Bathurst Street, Suite 206
Toronto, ON M6A 2B2

Re: Model agreements with respect to alternative work arrangements

Where the parties agree to an Alternative Work Arrangement pursuant to Article 9.2, it is agreed that the attached model agreements for compressed work week arrangements, telework arrangements, and flexible hours of work arrangements as set out in Appendix A of this letter of understanding are authorized for use.

It is understood that other local Alternative Work Arrangements may be entered into by an employee or group of employees and their manager in accordance with current practices.

Sincerely,

Mark Dittenhoffer
Lead Negotiator
Employee Relations Division, HROntario
Ministry of Government Services

Appendix A

TEMPLATE COMPRESSED WORK WEEK AGREEMENT:

MEMORANDUM OF AGREEMENT

BETWEEN: _____ *(Manager/Work Location/Ministry)*

AND: _____ *(Employee(s))*

This compressed work week (CWW) agreement is made in accordance with Article 9.2 of the PEGO Collective Agreement between the PEGO and the Crown in right of Ontario, represented by Management Board of Cabinet.

Unless otherwise specified in this agreement, all articles of the PEGO Collective Agreement shall apply to employees covered by this agreement.

Section 1 – Employee(s) and Work Unit Covered

This section requires the following information: Employee(s), Job Title, Work Unit/Branch, Division, Region, Ministry, Street Address.

Sample language:

This CWW agreement applies to:

[Name of Employee], Project Engineer
Sparkling Water Branch
Clean Water Division
Central Region
Ministry of the Environment
1 First Street, Unit 1000, Toronto, Ontario, MMM 123

Section 2 – Hours of Work

This section requires setting out the employee's schedule, hours of work, core hours (if any), bandwidth hours (if any), and any other operational considerations.

CWW schedules that may be considered include:

(a) In a one-week cycle, a minimum of 36.25 hours worked within four and one-half (4.5) business days, thereby earning one-half (0.5) day off in a one-week period; or

(b) In a two-week cycle, a minimum of 72.5 hours within nine (9) business days, thereby earning one (1) day off in a two-week period; or

(c) In a three-week cycle, a minimum of 108.75 hours within 14 business days, thereby earning one (1) day off in a three-week period; or

(d) In a four-week cycle, a minimum of 145.0 hours within 19 business days, thereby earning one (1) day off in a four-week period.

Sample language for a two-week work cycle:

2.1 Detailed description of the regular hours of work:

Days of work	**Core hours (if applicable**	**Bandwidth hours (if applicable)**	**Lunch Period**	**Compressed day(s) off**
7:30 am – 4:30 pm on Mon, Tues, Thurs, Fri 7:30 am – 4:45 pm on Wed	Must be at work during the core hours of 9:00 am to 3:30 pm	Cannot start work earlier than 7:30 am or work beyond 6:00 pm	12:00 noon – 1:00 pm	The first Friday in the two-week work cycle

2.2 The employee and the Employer agree to exercise flexibility when operational needs arise. The compressed day off within the pay period will be adjusted when required to attend meetings and to otherwise meet operational needs.

2.3 Where possible, personal appointments shall occur on a day off or during authorized leave.

Section 3 – Holiday Payment

A holiday as specified in Article 40.1 of the PEGO Collective Agreement is equal to 7.25 hours. In a CWW arrangement, an employee works more than 7.25 hours on a given working day, which therefore requires clarification of the application of Article 40.

Sample language:

3.1 Where the employee works on a holiday specified in Article 40.1 of the PEGO Collective Agreement, they shall be entitled to a compensating day off as a holiday in lieu thereof.

3.2 Where the employee's compressed day off falls on a holiday, they shall receive 7.25 hours of compensating time to be taken within the work cycle.

3.3 Where a holiday falls in a work cycle, the difference in hours between 7.25 hours and the employee's regularly scheduled working hours for that day must be worked by the employee by the end of the work cycle in which the holiday occurred.

Section 4 – Short Term Sickness Plan

Sample language:

4.1 The employee shall be entitled to full pay for the first forty-three and one-half (43.5) hours of absence from work due to sickness or injury and seventy-five percent (75%) of pay for the next eight hundred and ninety-nine (899) hours of absence from work due to sickness or injury. The employee may exercise their option under Article 42.7.1 - Use of Accumulated Credits of the PEGO Collective Agreement by deducting one-quarter (¼) of an accumulated credit for each 7.25 hours of absence.

Section 5 - Vacation and Compensation Option Credits (COCs)

One vacation credit as outlined in Article 38 or one COC as outlined in Appendix B of the PEGO Collective Agreement is equal to 7.25 hours. In a CWW arrangement, an employee works more than 7.25 hours on a given working day. Therefore, additional credits must be deducted on sick days to make up for the difference between 7.25 hours and the length of the employee's scheduled working day.

Sample language:

5.1 Vacation Credits - A deduction from the employee's earned vacation credits will be made for each day of approved vacation leave of absence as follows:

- 8.0/7.25 x 1 credit = 1.10 credits
- 8.25/7.25 x 1 credit = 1.14 credits

5.2 A partial day's absence will also be prorated.

Section 6 – Workplace Safety & Insurance

Sample language:

6.1 For the purposes of Article 43.1 of the PEGO Collective Agreement, "30 working days" are deemed to be 217.5 hours.

6.2 For the purposes of Article 43.2 of the PEGO Collective Agreement, "sixty-five (65) working days" are deemed to be 471.25 hours.

Section 7 – Training Assignments

Sample language:

7.1 When the employee attends a training program, the Employer may change their scheduled hours of work to the greater of:

(a) 7.25 hours per day, as applicable, or
(b) the actual number of hours spent receiving training for each day that the employee participates in the training program.

7.2 Where the change prescribed in Section 7.1 results in fewer or more hours than the employee was previously scheduled to work on the day(s) in question, the "extra" or "deficit" hours shall be reduced to zero within sixty (60) working days of the completion of the training program, without any loss of pay by the employee or any overtime payments by the Employer, as follows:

(a) the employee shall be required to work a corresponding number of hours to make up for any deficit hours, or

(b) the employee shall be scheduled off duty for a corresponding number of hours to offset any extra hours.

Section 8 – Special and Compassionate and Bereavement Leave

Bereavement leave as outlined in Article 21 and Special and Compassionate leave as outlined in Article 20 of the PEGO Collective Agreement are not prorated. A "day" of bereavement or compassionate leave is equal to the length of the working day when it is taken such that there is no requirement to make up the time or deduct additional credits for the difference between 7.25 hours and the length of the employee's scheduled working day.

Sample language:

9.1 Such leaves are not to be prorated.

Section 9 – Travel Time

Sample language:

7.3 Notwithstanding Article 13.1 of the PEGO Collective Agreement which states employees may earn time credits for ministry-authorized time spent traveling over and above 36.25 hours per week, while in a CWW Arrangement the employee may earn time credits on ministry authorized time spent in traveling beyond their scheduled work hours.

Section 10 – Term

Sample language:

10.1 This agreement shall be for ____ months or until either party notifies the other of its desire to renegotiate and will be effective from _____ to_____.

10.2 Subject to Section 10.1, this agreement shall be reviewed annually by the employee and the Employer.

10.3 This agreement may be terminated at any time by either the employee or the Employer on two weeks written notice, or earlier by mutual agreement.

Dated this _____ day of _____, 20__.

_____	_____
Employee	Manager
	_____
	(Other Ministry Official if Required)

.

TEMPLATE VARIABLE WORK HOURS (I.E. FLEXTIME) AGREEMENT

MEMORANDUM OF AGREEMENT

BETWEEN: _____ (*Manager/Work Location/Ministry)*

AND: _____ *(Employee(s))*

This Variable Work Hours (VWH) agreement is made in accordance with Article 9.2 of the PEGO Collective Agreement between the PEGO and the Crown in right of Ontario, represented by Management Board of Cabinet.

Unless otherwise specified in this agreement, all articles of the PEGO Collective Agreement shall apply to employees covered by this agreement.

Section 1 – Employee(s) and Work Unit Covered

This section requires the following information: Employee(s), Job Title, Work Unit/Branch, Division, Region, Street Address.

Sample language:

This VWH agreement applies to:

[Name of Employee], Transportation Engineer
Fast Vehicles Branch
Big Highways Division
Eastern Region
Ministry of Transportation
2 Second Street, Unit 2000, Kingston, Ontario, LLL 123

Section 2 – Hours of Work

Under a variable work hours agreement, the employee works the required minimum of 36.25 hours per week, but the scheduled start and end times of the workday may vary from day to day, ensuring requirements for any designated core hours period are met.

Sample language (A) - No start or end time is specified:

2.1 The employee's weekly work schedule shall be as follows:

Days of work	**Hours of work**	**Start and End Times**	**Core hours (if applicable**	**Bandwidth hours (if applicable)**
Mon, Tues, Wed, Thurs, Fri	A minimum of 36.25 hours per week	At employee's discretion	Must be at work during the core hours of 9:00 am to 3:30 pm	Cannot start work earlier than 7:30 am or work beyond 6:00 pm

2.2 The employee and the Employer agree to exercise flexibility when operational needs arise. The hours of work shall be adjusted when required to attend meetings and to otherwise meet operational needs.

Sample language (B) - Start and end times are specified:

2.1 The employee's weekly work schedule shall be as follows:

Work Day	Monday	Tuesday	Wednesday	Thursday	Friday	Lunch period
Hours of work	8:00 am - 4:15 pm	9:00 am – 5:15 pm	8:00 am - 4:15 pm	8:30 am - 4:45 pm	8:00 am - 4:15 pm	12:00 noon – 1:00 pm

2.2 The employee and the Employer agree to exercise flexibility when operational needs arise. The hours of work shall be adjusted when required to attend meetings and to otherwise meet operational needs.

Section 3 – Training Assignments

Sample language:

3.1 When the employee attends a training program, the Employer may change their hours of work as set out in this agreement.

Section 4 – Term

Sample language:

4.1 This agreement shall be for ____ months or until either party notifies the other of its desire to renegotiate and will be effective from _____ to_____.

4.2 Subject to Section 4.1, this agreement shall be reviewed annually by the employee and the Employer.

4.3 This agreement may be terminated at any time by either the employee or the Employer on two weeks written notice, or earlier by mutual agreement.

Dated this _____ day of _____, 20__.

_____ _____
Employee Manager

_____
(Other Ministry Official if Required)

.

TEMPLATE STAGGERED HOURS AGREEMENT

MEMORANDUM OF AGREEMENT

BETWEEN: _____ (*Manager/Work Location/Ministry)*

AND: _____ *(List all Employee(s) participating in this arrangement)*

This Staggered Hours agreement is made in accordance with Article 9.2 of the PEGO Collective Agreement between the PEGO and the Crown in right of Ontario, represented by Management Board of Cabinet.

Unless otherwise specified in this agreement, all articles of the PEGO Collective Agreement shall apply to employees covered by this agreement.

Section 1 – Employee(s) and Work Unit Covered

This section requires the following information: Employee(s), Job Title, Work Unit/Branch, Division, Region, Street Address.

Sample language:

This agreement applies to the following four employees (“participating employees”):

[Employee 1], Transportation Engineer
[Employee 2], Transportation Engineer
[Employee 3], Transportation Engineer
[Employee 4], Project Engineer

Work location of the participating employees:

Fast Vehicles Branch
Big Highways Division
Eastern Region
Ministry of Transportation
2 Second Street, Unit 2000, Kingston, Ontario, LLL 123

Section 2 – Hours of Work

This section sets out the participating employees' schedules, hours of work, core hours (if any), bandwidth hours (if any) and any other operational requirements.

Sample language:

2.1. The weekly work schedule of the participating employees shall be as follows:

Employee Name	Days of work	Hours of work	Core hours (if applicable)
[Employee 1]	Mon, Tues, Wed, Thurs, Fri	7:00 am to 3:15 pm includes a one-hour lunch break	At least one employee must be present in the office during the core hours of 9:00 am to 3:30 pm. Employees covered by this agreement are required to coordinate their lunch breaks to ensure such coverage. If for operational reasons such coverage cannot be provided, the manager must be notified at least one business day in advance.
[Employee 2]	Mon, Tues, Wed, Thurs, Fri	7:30 am to 3:45 pm includes a one-hour lunch break	
[Employee 3]	Mon, Tues, Wed, Thurs, Fri	8:00 am to 4:15 pm includes a one-hour lunch break	
[Employee 4]	Mon, Tues, Wed, Thurs, Fri	8:30 am to 4:45 pm includes a one-hour lunch break	

2.2. The participating employees and the Employer agree to exercise flexibility when operational needs arise. The hours of work shall be adjusted when required to attend meetings and to otherwise meet operational needs.

Section 3 – Training Assignments

Sample language:

3.1 When a participating employee attends a training program, the Employer may change their hours of work as set out in this agreement.

Section 4 – Term

Sample language:

4.1 This agreement shall be for ____ months or until the Employer or any participating employee notifies the other parties of their desire to renegotiate and will be effective from _____ to _____.

4.2 Subject to Section 4.1, this agreement shall be reviewed annually by the participating employees and the Employer.

4.3 This agreement may be terminated at any time by any party to this agreement on two weeks written notice, or earlier by mutual agreement.

Dated this _____ day of _____, 20__.

_____ _____
Participating Employee Manager

_____ _____
Participating Employee (Other Ministry Official if Required)

_____
Participating Employee

_____
Participating Employee

.

TEMPLATE TELEWORK AGREEMENT

MEMORANDUM OF AGREEMENT

BETWEEN: _____ (Unit/Branch/Division/Ministry)

AND: _____ (Employee(s))

The official workplace is located at _____ (Workplace Address)

Purpose	1	The purpose of this document is to outline and clarify some of the issues involved in the telework initiative being conducted by the (insert Ministry, Division and Branch). The Employee should read this carefully and discuss any questions with their manager.
Term	2	This agreement shall be for _____ months or until either party notifies the other of its desire to renegotiate and will be effective from _____ to _____. Subject to the above, this agreement shall be reviewed annually by the employee and the Employer.

Telework Days per Week	3	Telework days will not exceed _____ days per week at the alternative work location, but may be decreased at the request of the Employee or the Employer. A work schedule identifying the Employee's telework days will be developed between the Employee and their manager and attached to this document.
Attendance at the Office	4	The Employee understands and is aware of the requirement to report to the Employer's official workplace on telework days for team meetings, training and/or at management's discretion.
Transportation	5	The Employee is responsible for transportation costs to and from the official workplace.
Work Hours	6	The Employee's regular hours of work at the teleworkplace will be within the core hours of _____, Monday to Friday. The Employee will be accessible via telephone and on-line to clients, colleagues and management during these hours. The Employee's daily work schedule will consist of the same number of hours normally worked under their hours of work schedule (i.e., Schedule 6) which is a minimum of 36.25 hours per week.
Tasks	7	The Employee will be performing the duties as described in the Job Description and will abide by all of the Employer's directives, policies, procedures and legislation while teleworking.
Temporary Return to Official Workplace	8	The Employee may be required to return temporarily to the official workplace for a period of time due to operational requirements such as prolonged system failure, inoperable equipment, etc.
Employee Salary and Benefits	9	The Employee's salary, job responsibilities and benefits will not change due to their involvement in the telework agreement.

Teleworkplace	10	The Employee's teleworkplace will be located at: _____ *(insert full address).* The Employee's teleworkplace telephone number is: _____. Where possible, the Employee or Employer will provide six weeks advance notice of any change to the teleworkplace location. The telework agreement cannot be extended to any other location, such as a seasonal home or cottage, without authorization from the Employee's manager. On telework days, the teleworkplace is the headquarters for the purposes of Articles 12 and 13 of the PEGO Collective Agreement.
Zoning Regulations	11	It is the Employee's responsibility to ensure that a telework agreement is in accordance with the municipal zoning regulations and in accordance with the residential lease, if applicable.
Family Responsibilities	12	The Employee will have arrangements in place for regular dependent (child or elder) care.
Government Equipment	13	The Employer will determine what government equipment is required and will be provided at the teleworkplace; said equipment will be used only as part of the Employee's official duties. A list of the equipment provided to the Employee will be attached to this document. If there is a problem with the government equipment provided, the Employee will bring it in to the office for repair.
Safety and Security	14	The Employee is responsible for ensuring security and safety requirements are met in the teleworkplace to protect the Employee, information, and equipment that may be provided by the Ministry. A safety and security checklist, completed by the Employee and the manager, must be attached to this document. The Employee will comply with the Employer's security policies, standards and procedures and will exercise reasonable care to protect government information, either electronic or hard copy, and assets against unauthorized disclosure, loss, theft, fire, destruction, damage or modification. The Employee must also follow applicable confidentiality guidelines.

	15	The Employee shall properly secure sensitive documents and waste and bring them to the Employer's official workplace for destruction. The Employee shall comply with security policies, standards and procedures while departmental documents are being transported.
	16	The Employee will meet with clients only at the Employer's official workplace or, if applicable, in the field.
	17	The Employee will ensure that government information and assets are used only for work purposes, as per government policies. The Employee will use only the software provided by the Employer.
	18	The Employee must immediately notify the Employer of any work-related accident and/or injury or breach of security involving information and/or assets occurring at the teleworkplace. Coverage by the Workplace Safety and Insurance Board (WSIB) applies to work-related accidents that arise out of or occur in the course of employment.
Insurance	19	The Employee is responsible for reviewing their home insurance policies to ensure its validity in a telework agreement.
Teleworkplace Costs	20	The Employer will not be responsible for costs relating to the teleworkplace beyond the purchase, installation and maintenance of government issue equipment and/or furniture.
On-site Visits	21	The Employee shall grant access to the teleworkplace to authorized representatives of the Employer, with proper identification, to carry out maintenance and/or provide technical support for ministry property. The timing of such access will be arranged between the Employee and the Employee's manager.
Termination of Arrangement	22	The telework agreement may be terminated at any time by either the Employee or the Employer on two weeks written notice, or earlier by mutual agreement. The arrangement and this agreement automatically terminate if the Employee transfers to a new position.

Dated this _____ day of _____, 20__.

_____ _____

Employee Manager

_____

(Other Ministry Official if Required)

Attachment - Health and Safety checklist

Sample Telework Schedule

(This is attached to the Telework Agreement)

Employee's Name: _____

Telework Cycle: 4 weeks

(This sample sets out a four-week cycle. Cycles may range from one to four weeks.)

Telework Schedule:

Work Calendar	**Working days - Telework days are marked with an "X"**				
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
Week 1 (or specify dates)	X	In office	X	In office	In office
Week 2 (or specify dates)	X	In office	In office for monthly staff meeting	X	In office
Week 3 (or specify dates	X	In office	X	In office	In office
Week 4 (or specify dates)	X	In office	X	In office	In office

Note: As per the telework agreement, the Employee may be required to report to the Employer's official workplace on telework days for in-person meetings, training and/or at management's discretion.

LETTER OF UNDERSTANDING #4
ENGINEERING DEVELOPMENT PROGRAM

August 20, 2009 Revised February 5, 2025

John Gasbarri, P. Eng.
President
Professional Engineers Government of Ontario
3199 Bathurst Street, Suite 206
Toronto, ON M6A 2B2

Dear John Gasbarri,

Re: Engineering Development Program

The Employer will provide the following information to PEGO:

- Whenever an employee is hired into the EDP, including the employee's name, start date, classification and initial work location;
- Whenever an employee in the EDP changes work location or work assignment, including the applicable start date, classification and current work location; and
- Whenever an employee completes the EDP, including the date of completion and the current work assignment of the employee.

This information will be provided to PEGO by the Ministries that have EDP programs in place. Specifically, Ministries will provide the President of PEGO and the PEGO MERC Co-chair with copies of any appointment and assignment letters that are issued to EDP participants. In addition, Ministries will provide PEGO with a semi-annual report that lists the current work location and assignment of EDP participants, including start date and end date in that assignment, and date of completion in the EDP program.

Yours truly,

Mark Dittenhoffer
Lead Negotiator
Employee Relations Division, HROntario
Ministry of Government Services

LETTER OF UNDERSTANDING #5
REFERENCES TO PUBLIC SERVICE ACT AND PUBLIC SERVICE OF ONTARIO ACT, 2006

August 20, 2009 Revised February 5, 2025

John Gasbarri, P. Eng.
President
Professional Engineers Government of Ontario
3199 Bathurst Street
Suite 206
Toronto, Ontario
M6A 2B2

Dear John Gasbarri:

Re: References to *Public Service Act* and the *Public Service of Ontario Act, 2006*

For clarity, the parties agree that there will be no diminution or expansion of entitlements provided for under the previous Collective Agreement as a result of changing the description of entitlements from the former *Public Service Act* and the regulations under that Act, to the *Public Service of Ontario Act, 2006* and any applicable Management Board of Cabinet Compensation Directives made under that Act.

Yours truly,

Mark Dittenhoffer
Lead Negotiator
Employee Relations Division, HROntario
Ministry of Government Services

LETTER OF UNDERSTANDING #6
MERIT PAYMENTS
Deleted February 5, 2025

LETTER OF UNDERSTANDING #7
JOINT EMPLOYEE RELATIONS COMMITTEE TRAINING

August 20, 2009 Revised February 5, 2025

John Gasbarri, P. Eng.
President
Professional Engineers Government of Ontario
3199 Bathurst Street, Suite 206
Toronto, ON M6A 2B2

Dear John Gasbarri:

Re: Joint Employee Relations Committee Training

The Employer recognizes that Employee Relations Committees (ERCs) play an important role in the Ontario Public Service and provide a forum for resolving workplace issues that are not the subject of a grievance in a constructive and efficient way.

The parties agree to discuss the establishment of joint training for the PEGO Central Employee Relations Committee (PCERC) and for PEGO Ministry Employee Relations Committees (PMERC), to provide these committees with the tools to assist them in addressing and resolving workplace issues. The focus of the joint training would be the fundamentals of conflict management, which could include conflict resolution approaches and processes with an emphasis on problem-solving methodology, effective communication, and ERC best practices.

The parties agree to discuss the establishment of such joint training at the PCERC.

Regards,

Mark Dittenhoffer
Lead Negotiator
Employee Relations Division, HROntario
Ministry of Government Services

LETTER OF UNDERSTANDING #8
PROFESSIONAL MATTERS

August 20, 2009 Revised February 5, 2025

Ben Hendry, P. Eng.
President
Professional Engineers Government of Ontario
45 Sheppard Avenue East, Suite 506
Toronto, ON M2N 5W9

Dear Ben Hendry:

Re: Professional Matters

The Employer recognizes that PEGO-represented professional engineers have certain obligations to their professional regulatory body and the *Professional Engineers Act*. For example, the Professional Engineers Ontario Code of Ethics (Section 77 of O. Reg. 941) states that professional engineers have a clearly defined duty to society, which is to regard the duty to public welfare as paramount, above their duties to clients or employer.

Furthermore, this is to confirm that PEGO-represented employees may exercise their rights and obligations pursuant to Part VI (Disclosing and Investigation Wrongdoing) of the *Public Service of Ontario Act*, *2006.*

The parties agree that a professional engineer has a duty to report in accordance with the Professional Engineering Practice Guideline. In following this Guideline, the duty to report may take the form of written notice of the employee's concern to their manager, who will take steps to ensure that the situation is assessed and addressed appropriately.

Regards,

Mike Mously
Director, Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

LETTER OF UNDERSTANDING #9
LIABILITY COVERAGE FOR PEGO MEMBERS

August 20, 2009 Revised February 5, 2025

Ben Hendry, P. Eng.
President
Professional Engineers Government of Ontario
45 Sheppard Avenue East, Suite 506
Toronto, ON M2N 5W9

Dear Ben Hendry:

Re: Liability Coverage for PEGO Members

I am writing to advise you of the liability coverage that exists for PEGO members working in their capacities as professional engineers and land surveyors employed by the Crown.

The Crown indemnifies PEGO-represented employees for liability arising from the unintentional and/or negligent acts of these employees in the good-faith performance of their authorized job duties. It does not indemnify employees for intentional acts (e.g. intentional torts) that attract liability.

The Crown finances this indemnification through two layers of insurance, which together constitute its Protection Program. First, the Crown self-administers a program with a retention level of $5 million. In addition to the $5 million self-insured retention layer, the Protection Program includes a $15 million excess insurance policy.

Professional engineers hired by and performing authorized professional-engineering work for the Crown are specifically captured under the Protection Program. The Protection Program affords similar coverage to the professional liability insurance that would normally be required of professionals working in the private sector.

In the event that PEGO-represented employees are named in a lawsuit against the Crown due to acts arising from the good-faith discharge of their authorized job duties, the Crown provides legal advice and representation in respect of those PEGO-represented employees as required.

Similarly, where PEGO-represented employees are named in a complaint before the Professional Engineers of Ontario, if applicable, due to acts arising from the good-faith discharge of their authorized job duties, the Crown provides legal advice and representation as required.

Should a PEGO-represented employee find themself named in a claim or complaint of this nature, they should advise the Employer immediately and should provide all related legal documents to the Employer at once, highlighting the date on which they received the documents. The Employer would then contact the appropriate Legal Services Division, which would determine whether counsel is required. If assigned, counsel,

whether Crown or Independent, would then review the file, and would provide legal advice and legal representation as required in the circumstances.

Regards,

Mike Mously
Director, Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

LETTER OF UNDERSTANDING #10
ORGAN AND BONE MARROW DONOR

August 20, 2009 Revised February 5, 2025

John Gasbarri, P. Eng.
President
Professional Engineers Government of Ontario
3199 Bathurst Street, Suite 206
Toronto, ON M6A 2B2

Dear John Gasbarri:

Re: Organ and Bone Marrow Donor

This is to confirm the discussion of the parties during collective bargaining. An employee who is an organ or bone marrow donor who is unable to attend to their duties is entitled to leave of absence pursuant to Article 42.

Regards,

Mark Dittenhoffer
Lead Negotiator
Employee Relations Division, HROntario
Ministry of Government Services

LETTER OF UNDERSTANDING #11
ARTICLE 35.7.2 AND ARTICLE 35.7.3

October 19, 2016 Revised February 5, 2025

Ping Wu, P. Eng.
President
Professional Engineers Government of Ontario
4711 Yonge St.
Toronto, Ontario
M2N 6K8

Dear Ping Wu,

Re: Article 35.7.2 and Article 35.7.3

The Employer agrees to hold the Association harmless from any penalties or damages that may arise from Article 35.7.2 and Article 35.7.3.

Regards,

Matt Siple
Director, Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

LETTER OF UNDERSTANDING #12
DUTY TO ACCOMMODATE

October 19, 2016 Revised February 5, 2025

Nihar Bhatt, P. Eng.
President
Professional Engineers Government of Ontario
347 Jane Street
Toronto, Ontario
M6S 3Z3

Dear Nihar Bhatt,

Re: Duty to Accommodate

Article 35.10.1 does not absolve the Employer from its duty to accommodate. If a mandatory rehabilitation plan/program is in violation of the Human Rights Code, the Employer will be liable for all actions taken by the Carrier. The Employer agrees to hold the Union harmless from any penalties or damages that may arise from Article 35.10.1.

Furthermore, where a person does not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the Carrier and the employee is no longer entitled to benefits, the Employer agrees to notify PEGO in writing immediately upon notification from the insurance carrier.

Regards,

Shenouka Dissanayake
Manager, Labour Negotiations
Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

LETTER OF UNDERSTANDING #13
SALARY PROGRESSION

October 19, 2016 Revised and Renewed
for historical purposes only February 5, 2025

Ping Wu, P. Eng.
President
Professional Engineers Government of Ontario
4711 Yonge St.
Toronto, Ontario
M2N 6K8

Dear Ping Wu,

Re: Salary Progression

In recognition of the parties' agreement to complete a job evaluation project, the parties agree to the following interim provisions for salary progression:

1. Effective April 1, 2018, employees who are at or below the maximum of their salary range may receive merit increases in accordance with Appendix C of the Collective Agreement not to exceed 1.4% greater than the Annual Max for their classification.

Regards,

Matt Siple
Director, Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

LETTER OF UNDERSTANDING #14
JOINT COMMITTEE FOR MARKET COMPENSATION REVIEW
FOR PEGO MEMBERS
Deleted February 5, 2025

LETTER OF UNDERSTANDING #15
OFFER LETTERS TO ASSOCIATION REGARDING PEGO-REPRESENTED EMPLOYEES

October 19, 2016 Revised February 5, 2025

Nihar Bhatt, P. Eng.
President
Professional Engineers Government of Ontario
347 Jane Street
Toronto, Ontario
M6S 3Z3

Dear Nihar Bhatt,

Re: Offer Letters to Association Regarding PEGO-represented Employees

This letter confirms that within 90 days of February 5, 2025 the Employer will send a one-time communication to managers of PEGO-represented employees and Human Resources staff to remind them of the current practice of sending copies of all offer letters for employees being hired into PEGO-represented positions. A copy of this communication will be provided to the President of PEGO.

This Letter of Understanding expires on December 30, 2026.

Regards,

Shenouka Dissanayake
Manager, Labour Negotiations
Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

LETTER OF UNDERSTANDING #16
TRAINING AND DEVELOPMENT SUBCOMMITTEE

April 17, 2019 Revised February 5, 2025

Ben Hendry, P. Eng.
President
Professional Engineers Government of Ontario
45 Sheppard Avenue East, Suite 506
Toronto, ON M2N 5W9

Dear Ben Hendry,

Re: Training and Development Subcommittee

The parties agree that the Employer and PEGO-represented employees have a mutual interest in identifying opportunities for individual, team and organizational learning, particularly where learning supports the professional needs of the employees in the bargaining unit. Any applicable professional development education will be reviewed and approved as per Article 47.3.

The parties further agree that should the Professional Engineers Ontario (PEO) establish any mandatory professional development requirements impacting PEGO-represented engineers, a Training and Development Subcommittee of PCERC shall be established to review these requirements.

Should you have any questions or concerns please feel free to contact me.

Regards,

Mike Mously
Director, Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

LETTER OF UNDERSTANDING #17
BENEFITS INFORMATION FOR PEGO-REPRESENTED EMPLOYEES

April 17, 2019 Revised February 5, 2025

Nihar Bhatt, P. Eng.
President
Professional Engineers Government of Ontario
347 Jane Street
Toronto, ON M6S 3Z3

Dear Nihar Bhatt,

Re: Benefits Information for PEGO-Represented Employees

The parties agree that the Employer will create and post an insured benefits guide for PEGO-represented employees effective August 5, 2025. This guide will be posted on the OPS intranet. The contents of this guide will capture the insured benefits entitlements as they existed at ratification and incorporating the amendments agreed to in the negotiations of the renewal collective agreement effective January 1, 2023 to December 31, 2026.

This benefits guide will provide an overview of the health, dental, disability and life insurance benefits, for example eligible paramedical services and psychological services, and medical services and supplies in accordance with the agreements made with the insurance underwriters, i.e. the Policies. It will also include the Policy numbers along with information to guide employees in understanding their eligibility and the claim process. These benefits may only be altered by mutual agreement of the parties in accordance with Article 32.7.

The Employer will share an advanced copy of this guide once created with PEGO in advance of August 5, 2025 and it being made available to employees.

This Letter of Understanding expires on December 30, 2026.

Yours truly,

Shenouka Dissanayake
Manager, Labour Negotiations
Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

LETTER OF UNDERSTANDING #18
ONE-TIME SPECIAL ADJUSTMENT

February 5, 2025

Nihar Bhatt, P. Eng.
President
Professional Engineers Government of Ontario
347 Jane Street
Toronto, Ontario, M6S 3Z3

Dear Nihar Bhatt,

Re: One-Time Special Wage Adjustment

This letter confirms that there will be a one-time special wage adjustment of 5.5% on April 1, 2024 to salary rates for all classification levels in the PEGO bargaining unit.

Regards,

Shenouka Dissanayake
Manager, Labour Negotiations
Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

LETTER OF UNDERSTANDING #19
MANDATORY PROFESSIONAL DEVELOPMENT

February 5, 2025

Nihar Bhatt, P. Eng.
President
Professional Engineers Government of Ontario
347 Jane Street
Toronto, Ontario, M6S 3Z3

Dear Nihar Bhatt,

Re: Mandatory Professional Development

The parties recognize the importance of supporting PEGO-represented employees in completing mandatory professional development requirements in order to maintain their skills and licensure as professional engineers or Ontario Land Surveyors, as applicable. The parties acknowledge that employees may begin their professional development requirements at different times.

The Employer will review and may approve individual requests for professional development education in accordance with Article 47.3 of the PEGO collective agreement.

In addition, effective January 1, 2025, the Employer commits to allocating up to one hundred and twenty thousand dollars ($120,000) in annual funding (per calendar year) for the purpose of supporting professional development education for PEGO-represented employees. For clarity, while the total annual funding will be allocated, expenditures will only occur for eligible, and approved requests. There is no year-to-year carryover of any unspent annual allocation. The Employer commits to a proportionate distribution of the allocation of the annual funding by Ministry based on employee headcount as of December 31st of the previous year. This funding may be used to cover fees associated with the delivery of individual, team and/or organizational professional development education delivered internally and/or externally. The Employer has the sole discretion to review, and approve or deny, in full or in part, any request for professional development and determine the distribution of the funds allocated to each Ministry.

The Employer will provide PEGO on an annual basis, in February of each year beginning in February 2026, with a report detailing the utilization of funds allocated for professional development education as outlined in this Letter of Understanding.

The report will include the following:

- Approving Ministry;
- Total amount funded by the Ministry.

Unless the Employer and PEGO agree otherwise or where special circumstances require, where the Employer hosts internal continuing professional development education for PEGO-represented employees, it shall be during regularly scheduled hours of work per Article 9.3.

The Employer will also make best efforts to grant reasonable time off with no loss of pay and with no loss of credits, as required, to support employees in completing mandatory professional development requirements, as currently required by the Professional Engineers Ontario (PEO) or the Association of Ontario Land Surveyors (AOLS), as applicable.

Time off requests will be subject to manager approval and operational requirements. For clarity, time off with no loss of pay and with no loss of credits will only be granted for activities related to professional development requirements that occur during work hours. There will be no compensation or leave of absence granted as a substitution for any activities that occur outside of regular work hours.

Employees are responsible for ensuring their professional development requirements are met and are encouraged to discuss with their managers to identify options to address their individual development requirements. Employees shall cooperate by providing their manager with verification of their professional development requirements as much in advance of requested time off as practicably possible.

In the event of any future amendments to the mandatory professional development requirements of the PEO and/or AOLS that might impact PEGO-represented engineers and/or Ontario Land Surveyors, the parties agree that such changes will be discussed at PCERC at the request of either party.

Regards,

Shenouka Dissanayake
Manager, Labour Negotiations
Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat