

COLLECTIVE AGREEMENT BETWEEN

C.O.P.E. LOCAL 343

AND

OMBUDSMAN ONTARIO

April 1, 2015 to March 31, 2020

TABLE OF CONTENTS

ARTICLE 1 - Purpose and Values

- 1.01 Values
- 1.02 Purpose
- 1.03 Definitions

ARTICLE 2 - Recognition and Rights

- 2.01 Application
- 2.02 Employer Rights
- 2.03 Employer Limitations
- 2.04 Scope
- 2.05 Contracting Out
- 2.06 Volunteers
- 2.07 Union Membership
- 2.08 Union Dues
- 2.09 Corrections to Dues
- 2.10 Indemnification
- 2.11 Union Orientation

ARTICLE 3 - Workplace Environment

- 3.01 No Discrimination
- 3.02 No Harassment
- 3.03 Employer Responsibility to Investigate
- 3.04 Walk-In Clients

ARTICLE 4 - Hours Of Work

- 4.01 Limitation
- 4.02 Regular Workweek (Full-time)
- 4.03 Daily Hours
- 4.04 Lieu Time
- 4.05 Compressed Workweek
- 4.06 Personal Appointments

ARTICLE 5 - Holidays

- 5.01 Designated Holidays
- 5.02 Religious Accommodation
- 5.03 December 24th and December 31st

ARTICLE 6 - Vacation

- 6.01 Fiscal Year Entitlement
- 6.02 Vacation Credits
- 6.03 Previous Employer
- 6.04 Pro-rated Leave
- 6.05 Carry-Over
- 6.06 Employer Right to Approve
- 6.07 Minimum Two Weeks Per Year
- 6.08 Designated Holiday During Vacation
- 6.09 Illness or Injury
- 6.10 Termination of Employment

ARTICLE 7 - Sick Plan

- 7.01 Sick Credits
- 7.02 No Carry-Over
- 7.03 Short Term Sickness Plan (STSP)
- 7.04 Notification to Manager
- 7.05 Medical Certificate
- 7.06 Long Term Income Protection Plan (LTIP)

ARTICLE 8 - Education

- 8.01 Leave Request
- 8.02 Approval of Manager
- 8.03 Rights Under Agreement
- 8.04 Continuing Education - 100% Course Reimbursement
- 8.05 Continuing Education - 50% Course Reimbursement
- 8.06 Continuing Education - Book Reimbursement
- 8.07 Employment Leave
- 8.08 Professional Fees
- 8.09 Law Society of Upper Canada Fees
- 8.10 Ombudsman Act

ARTICLE 9 - Pregnancy and Parental Benefits

- 9.01 Video Display Terminal
- 9.02 Pregnancy Leave Entitlement
- 9.03 Parental Leave Entitlement
- 9.04 Other Benefits
- 9.05 Reinstatement to Position

ARTICLE 10 - Committees and Union Business

- 10.01 Labour Management Relations Committee (LMRC)
- 10.02 Labour Management Relations Committee (LMRC) - Mediator
- 10.03 Job Evaluation Committee (JEC)
- 10.04 Health and Safety Committee
- 10.05 Negotiations Committee
- 10.06 Labour Sponsored Leave of Absence
- 10.07 Stewards

ARTICLE 11 – Other Leaves of Absence

- 11.01 Bereavement Leave
- 11.02 Election Day
- 11.03 Jury Witness Duty
- 11.04 Religious Observance Leave
- 11.05 Self-Funded Leave Plan
- 11.06 Discretionary Leave
- 11.07 Emergency Leave
- 11.08 Canadian Forces Leave
- 11.09 *Employment Standards Act, 2000* Leaves

ARTICLE 12 - Benefits

- 12.01 Group Pension Plan
- 12.02 Health and Welfare Plan
- 12.03 Vision Care Premium
- 12.04 Long Term Income Protection Plan (LTIP) Premium
- 12.05 Supplementary Life Insurance Premium
- 12.06 Effective Date of Coverage
- 12.07 Change in Carrier
- 12.08 Death Benefit
- 12.09 Pension Bridging

ARTICLE 13 - Seniority

- 13.01 Accrual
- 13.02 Probation
- 13.03 Layoff and Recall
- 13.04 Bumping
- 13.05 Termination of Seniority
- 13.06 Accumulation of Seniority - Lay-off
- 13.07 Accumulation of Seniority - Leave of Absence
- 13.08 Seniority List
- 13.09 Notice Period-Separation
- 13.10 Short-Term Lay-Off

ARTICLE 14 - Promotions and Transfers

- 14.01 Definitions, Seniority and Postings
- 14.02 Intent to Hire from Within
- 14.03 Notice of Vacancy
- 14.04 Trial and Instruction Period
- 14.05 Vacancy - Investigator/Ombudsman Representative/Access Centre Representative

ARTICLE 15 - Severance/Termination Pay

- 15.01 Eligibility
- 15.02 Entitlement
- 15.03 Retirement Entitlement
- 15.04 No Pyramiding
- 15.05 Termination of Cause/Abandonment
- 15.06 Waiver of Recall Rights
- 15.07 Computation

ARTICLE 16 - Grievance Procedure

- 16.01 Intent
- 16.02 Procedure
- 16.03 Group Grievance
- 16.04 Policy Grievance
- 16.05 Arbitration

ARTICLE 17 - Personnel Matters

- 17.01 Discipline and/or Discharge
- 17.02 Jurisdiction of Arbitrator
- 17.03 Personnel File
- 17.04 Record of Disciplinary Action
- 17.05 Notification to Union

ARTICLE 18 - Technological Change

- 18.01 No Dismissal
- 18.02 Definition
- 18.03 Training

ARTICLE 19 - Travel Expenses

- 19.01 Meals
- 19.02 Mileage
- 19.03 Hospitality
- 19.04 Telephone Call Home
- 19.05 Other Expenses
- 19.06 Dependent Care Expenses

ARTICLE 20 - Job Descriptions and Salary Administration

- 20.01 Job Description
- 20.02 Performance Management
- 20.03 Salary Administration
- 20.04 Anniversary Dates
- 20.05 Payday
- 20.06 New Hires
- 20.07 Acting Pay
- 20.08 Promotion Pay
- 20.09 Transfer Pay
- 20.10 Cost of Living Allowance

ARTICLE 21 - Duration and Renewal

- 21.01 Duration
- 21.02 Notice
- 21.03 Agreement in Effect

ARTICLE 22 - Temporary Employees

- 22.01 Exclusions
- 22.02 Purpose
- 22.03 Duration
- 22.04 Health and Welfare Benefits
- 22.05 Lieu Time
- 22.06 Vacation pay
- 22.07 Statutory Holiday Pay
- 22.08 Seniority
- 22.09 Notification to Union
- 22.10 Past Service Recognition

ARTICLE 23 - Casual Employees

- 23.01 Exclusions
- 23.02 Purpose
- 23.03 Health and Welfare Benefits
- 23.04 Statutory Holiday Pay
- 23.05 Vacation Pay
- 23.06 Seniority
- 23.07 Notification to Union

APPENDIX "A" - Salary Grid(s)

ARTICLE 1 - Purpose and Values

Values

- 1.01 Consistent with the mission of Ombudsman Ontario ("the Employer"), it is the mutual desire of the Employer and the Canadian Office and Professional Employees Union, Local 343 ("COPE, Local 343" or "the Union") to foster a progressive, just, proactive, professional and harmonious relationship through mutual trust, common purpose and a positive workplace environment. The parties recognize that the mutual achievement of these goals will help provide the foundation for operational efficiency, the highest quality of service, together with employee satisfaction and employment security.

Purpose

- 1.02 The parties further recognize the purpose of this Collective Agreement ("Agreement") is to provide safe working conditions, a method and procedure of resolving disputes and grievances arising out of the interpretation or application of this Agreement, and equitable remuneration.

Definitions

- 1.03 The following definitions shall apply for the purposes of this Agreement:

(a) **Full-Time Employee**

A full-time employee is an employee hired for an indeterminate period whose hours are those established in Article 4 of this Agreement.

(b) **Part-Time Employee**

A part-time employee is an employee hired for an indeterminate period whose regularly scheduled hours are less than thirty-six and a quarter (36 ¹/₄) hours per week.

(c) **Temporary Employee**

A temporary employee is an employee hired for a specific term. Temporary employees may be hired for the purpose of:

- (i) replacement of permanent employees who are on leave with or without pay;
- (ii) short term assignments;
- (iii) non-recurring work; and,
- (iv) special projects.

(d) **Casual Employee**

A casual employee is an employee hired for a task and whose period of employment does not extend beyond nine (9) days in four (4) consecutive weeks, or whose employment is on an irregular or on-call basis.

(e) **Seniority Employee**

A seniority employee is an employee who has successfully completed their probationary period.

ARTICLE 2 - Recognition and Rights

Application

- 2.01 Subject to limitations specifically provided for within this Agreement, or in any benefit plan, the rights, benefits, privileges, duties and responsibilities of this Agreement shall apply to all members of the bargaining unit.

Employer Rights

- 2.02 The Union recognizes that the Employer has sole inherent rights to and the obligation to manage the workforce, except as modified by this Collective Agreement; including the right to plan, direct, manage and control its operations, to hire, promote, demote, transfer, lay-off, suspend, discharge or otherwise discipline, any employee for just cause, and to make and enforce reasonable terms and conditions of employment necessary for efficient and economic operations, subject to the Agreement and the grievance procedure.

Employer Limitations

- 2.03 The Employer agrees that it will not exercise its functions in a manner inconsistent with the specific provisions of this Agreement, and an alleged violation thereof may be the subject of the grievance procedure. It is understood that the express provisions of this Agreement constitute the only limitations upon the employer's rights, subject to legislation to the contrary.

Scope

- 2.04 The Employer recognizes the Canadian Office and Professional Employees Union, Local 343, as the collective bargaining agent for employees of Ombudsman Ontario in the Province of Ontario save and except: employees holding the positions of Director, Senior Counsel, Legal Counsel, Legal Advisor, Manager, Assistant Manager, Supervisor, persons of the level of Supervisor or higher, Human Resources Officer, Administrative Assistant (Ex.); students involved in articling, cooperative training programs with a high school, college or university; and, students employed during the school vacation period.

Contracting Out

- 2.05 Unless it is otherwise agreed to by the Union in advance, there shall be no contracting out of work normally performed by members of the bargaining unit. Such agreement will not be unreasonably withheld.

Volunteers

- 2.06 Volunteers on a placement at Ombudsman Ontario will not be covered by the provisions of this Agreement.

Union Membership

- 2.07 The Employer agrees that all members of the bargaining unit hired after ratification of this Agreement shall become and remain members of the Union as a condition of employment.
- 2.08 The Employer agrees to deduct the amount authorized by COPE Ontario as union fees, dues and assessments from each pay period in each month in which an employee has worked and to remit such monies to COPE Ontario once by the fifteenth (15th) day of the month following the month in which the deductions were made, together with a list of employees from whom such deductions were made. The list shall also include deletions and additions from the previous month, unpaid leaves of absence in excess of thirty (30) days, the employees' addresses and telephone numbers.

Corrections to Dues

- 2.09 The Secretary Treasurer of COPE, Local 343 or his/her designate shall notify the Employer in writing of any corrections to be made to sums deducted, and changes in sums to be deducted prior to the month in which the change is to be effective.

Indemnification

- 2.10 COPE, Local 343 agrees to indemnify and save the Employer harmless from and against all claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with Article 2.

Union Orientation

- 2.11 Union stewards will be granted one hour at a mutually agreed upon time to meet with new bargaining unit employees to provide orientation about the union and the collective agreement. The employer will provide a private office for this meeting. Both employees will be paid for the time spent.

ARTICLE 3 - Workplace Environment

No Discrimination

- 3.01 (a) The Employer and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any employee, and the parties to this agreement will adhere to the *Ontario Human Rights Code*. Except as otherwise provided within this Article, definitions as prescribed by the *Ontario Human Rights Code* shall apply to this Agreement.
- (b) Every employee has a right to equal treatment with respect to all aspects of employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offenses, marital status, family status, disability, or union affiliation or participation... All aspects of employment include: recruitment, hiring, training, development, transfer, promotion, demotion, layoff, termination, recognition, equitable treatment and compensation, and all other terms and conditions of employment.

Creed includes religious observance. Marital status includes the status of living with a person of the same sex, or of living with a person of the opposite sex in a conjugal relationship within or outside marriage.

No Harassment

- 3.02 (a) Harassment in the workplace is a form of discrimination prohibited by law. The Employer and the Union agree that every employee has a right to be free from all forms of harassment, and from any reprisal or threat of reprisal for the rejection of harassment. The parties agree that the management of performance and communication of feedback regarding performance does not constitute harassment.
- (b) Accordingly, the Employer and the Union agree that every employee has a right to be free of all forms of harassment as prescribed by the *Ontario Human Rights Code*. Harassment means being subjected to any conduct or comment, by any employee, regardless of position, that is known or ought reasonably to be known to be unwelcome, that denies individual dignity and respect on the basis of any of the grounds of discrimination provided by law including race,

ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offenses, marital status, family status, disability, or union affiliation or participation.

(c) In addition, the Employer and the Union agree that every employee has the right to be free from personal harassment in the workplace. Personal harassment includes: offensive comments or actions, deliberately designed to demean an individual, cause personal humiliation, and/or threaten the economic livelihood of that employee. Personal harassment does not have to be related to the grounds prescribed under the Ontario *Human Rights Code*.

(d) The Employer recognizes the principle that it is its responsibility to maintain a harassment and violence free workplace and to comply with the provisions of the *Occupational Health and Safety Act*.

Employer Responsibility to Investigate

- 3.03 The Employer shall investigate all discrimination and harassment complaints in accordance with the discrimination and harassment policy established by the Employer.

Walk-In Clients

Effective April 1, 2016:

- 3.04 In non-appointment and appointment situations, an employee may request and shall be granted the right to have a second employee in attendance with them when meeting with a complainant.

ARTICLE 4 - Hours Of Work

Limitation

- 4.01 (a) The following provisions are intended to define the typical hours of work and shall not be construed as a guarantee of hours of work in the day or the week, or of days of work in the week. The Employer reserves the right to amend hours and days of work when it is found necessary to maintain accessibility and service to the public, including special outreach programs.
- (b) It is understood that, with the exception of employees performing community education or outreach, the Employer will not normally schedule hours of work before 7:00 a.m. or after 6:00 p.m. normally Monday through Friday.

Regular Workweek (Full-time)

- 4.02 The regular workweek for full time employees shall consist of thirty-six and one-quarter (36 1/4) hours typically worked Monday to Friday. A full-time employee shall be entitled to two (2) ten (10) minute paid rest periods daily and up to a maximum of a one (1) hour unpaid lunch period daily. The minimum meal periods prescribed by the *Employment Standards Act* shall apply.

Daily Hours

- 4.03 An employee's daily hours may be worked anytime between 7:00 a.m. and 6:00 p.m., provided that work is available. An employee shall not perform work outside such hours without the express approval of the employee's Manager. Unless it is otherwise requested by the employee, in writing, and approved by the Employer, there shall be no split shifts.

Lieu Time

- 4.04 An employee who is required to work in excess of his/her daily hours of work shall be entitled to payment at time and one-half for the hours so worked. Such time shall be logged and reported by the employee in segments of not less than fifteen (15) minutes and taken within twelve (12) months at a time mutually agreed to by the employee and Manager or designate. Alternatively, upon mutual consent, the employee may be paid for some or all of the recorded hours. The twelve (12) month time frame to take equivalent time may be extended if the employee is on an approved leave of absence of twelve (12) months or more.

Compressed Workweek

- 4.05 The Employer and the Union agree to continue a compressed workweek and flexible hours program. It is agreed that recommendations for the parameters of the program shall be maintained and updated through the LMRC.

Personal Appointments

- 4.06 Whenever possible, and with reasonable advance notice, the Employer agrees to facilitate the scheduling of personal appointments of up to four (4) hours during an employee's regular working hours provided the time is made up at a time mutually agreed to by the employee and his/her Manager or designate.

ARTICLE 5 - Holidays

Designated Holidays

- 5.01 (a) The following days shall be paid designated holidays for all employees each year:

New Year's Day	Good Friday
Victoria Day	Canada Day
Family Day	Civic Holiday
Thanksgiving Day	Labour Day
Boxing Day	Christmas Day

Two (2) Floaters - as outlined in 5.01 (b)

The office will remain open on both Easter Monday and Remembrance Day.

(b) On April 1st annually, the Employer agrees to grant all full-time employees two (2) floater days on a pro rata basis. Part-time employees working the equivalent of four (4) or more days a week will receive one and a half (1 1/2) floaters. Part-time employees working the equivalent of three (3) days but less than four (4) days per week will receive one (1) floater. Such leave shall be scheduled in advance by agreement between the employee and the employee's Manager. An employee shall not be permitted to carry forward any unused floating holiday time into another fiscal year. For the purpose of this Article, "day" is defined as seven and one-quarter (7.25) hours.

(c) When a paid designated holiday falls on a full time employee's day off, the holiday shall be moved to the employee's first normal working day following the actual holiday unless otherwise mutually agreed upon between the Union and the Employer.

(d) A part-time employee is granted a designated holiday if he or she earned wages on at least ten (10) days during the four (4) weeks immediately preceding the designated holiday, and worked his/her scheduled regular day of work preceding and his/her scheduled regular day of work following the designated holiday.

Religious Accommodation

5.02 In special circumstances intended to accommodate religious holidays or religious observances celebrated by an employee, accommodation shall be provided in accordance with the provision of Articles 3 and 11.04.

December 24th and December 31st

5.03 The Employer's offices shall close at 1.00 p.m. on December 24th and December 31st. Employees scheduled to work these days, and who work 3.5 hours, shall receive a full day's payment for each day. Scheduled leave on the above dates shall be recorded as an absence of a half (1/2) day

ARTICLE 6 - Vacation

Fiscal Year Entitlement

6.01 Vacation entitlements shall be based on the fiscal year April 1st to March 31st annually.

Vacation Credits

6.02 Vacation leave with pay shall be credited to an employee on April 1st annually on the following basis:

fifteen (15) days vacation if the employee has completed less than five (5) years of continuous employment, or

twenty (20) days vacation if the employee has completed five (5) years but less than ten (10) years of continuous employment, or

twenty-five (25) days vacation if the employee has completed ten (10) years but less than fifteen (15) years of continuous employment, or

thirty (30) days vacation if the employee has completed fifteen (15) or more years of continuous employment.

When an employee has completed twenty-five (25) years of continuous service, there shall be added on that occasion only, five (5) days of vacation to his/her accumulated vacation entitlement.

For the purpose of this Article, "day" is defined as seven and one-quarter (7.25) hours.

Previous Employer

6.03 For the purposes of this Article only and without retroactivity, a new employee hired shall be granted vacation entitlement at the same rate that the employee was previously entitled to receive from the immediately previous employer provided such employer was an Ontario provincial governmental organization, the Ontario Legislative Assembly or an Officer of the Ontario Legislature, and provided such entitlement shall not exceed the remaining incremental provisions of Article 6.02. The employee must have been employed by the previous employer

within thirty (30) days directly preceding his or her employment with the Employer.

Prorated Leave

- 6.04 Vacation entitlement for new employees during the first year of employment shall be prorated, and vacation credits for part-time employees shall be prorated based on the number of days worked per week.

Carry-Over

- 6.05 (a) Employees shall take their vacation leave with pay in the year in which it is earned subject to the following: carry-over of more than one (1) year's vacation leave entitlement with pay shall not be permitted except in extraordinary and extenuating circumstances. An employee seeking approval on such grounds must apply to his/her Manager prior to November 15th in writing giving full particulars of the circumstances to be relied on and total carry-over requested. Approval may be granted subject to operational requirements, and when such approval is granted, an employee may accumulate vacation credits to a maximum of twice (2X) his/her annual vacation leave entitlement, but an employee's credits shall be reduced to a maximum of one (1) year's credits not later than the 31st day of March in each year. Requests for vacation carry-over shall be responded to, in writing or e-mail, within fifteen (15) business days of the request.

(b) Leave entitlement pursuant to Articles 6.02, and 5.01(b) owing for the balance of the fiscal year as of November 15th must be scheduled to be used by March 31st, save and except in accordance with Article 6.05(a). Employees must submit their leave request for exhausting this entitlement to their Manager on or prior to December 15th.

Employer Right to Approve

- 6.06 The Employer reserves the right to approve final vacation schedules. In the event of scheduling conflicts between two (2) or more employees, seniority shall govern.

Minimum Two Weeks Per Year

- 6.07 Though it is recognized that it is sometimes necessary for employees to use vacation leave to discharge personal responsibilities, it is agreed that the purpose of vacation is to provide employees with rest and recreation away from the workplace in meaningful time installments. Employees shall be required to take at least two (2) weeks vacation annually which, upon the employee's written request and subject to operational requirements and the Manager's approval, may be taken in components of less than one (1) week each.

Designated Holiday During Vacation

- 6.08 If a paid designated holiday falls within an employee's vacation period, the employee shall be paid for the designated holiday and a vacation credit is not required for that day of absence.

Illness or Injury

- 6.09 When an employee suffers a *bona fide* illness or injury during the employee's vacation period that, but for the vacation, would have prevented the employee from attending at work, the employee will be considered on sick leave during said period and the Employer shall credit that part of the vacation subject to the employee providing satisfactory medical documentation supporting the claim and the duration of the illness or injury.

Termination of Employment

- 6.10 When an employee terminates employment prior to the end of the fiscal year and has received full vacation leave entitlement for the year, any excess vacation received shall be deducted from final wages. Conversely, when an employee severs employment and has not taken full vacation leave entitlement, the employee shall be entitled to receive, upon termination, vacation pay actually earned but unused. Such payment shall be based on the employee's current rate of pay at the date of termination.

ARTICLE 7 - Sick Plan

Sick Credits

- 7.01 Subject to the provisions of Article 7.03, on April 1st annually, an employee shall be credited with seven (7) sick leave credits. An employee absent under the Short Term Sickness Plan (STSP) immediately prior to April 1st must return to work for twenty (20) working days prior to being issued sick leave credits for the new fiscal year.

No Carry-Over

- 7.02 Sick leave credits may not be carried over from one year to any other year. There shall be no entitlement to payment for unused sick leave credits upon termination of employment. Sick leave credits shall not be granted in advance to supplement sick leave when earned sick leave credits have been exhausted by the employee.

Short Term Sickness Plan (STSP)

- 7.03 An employee who is unable to attend to his/her duties due to a *bona fide* sickness or injury and who has exhausted his/her sick leave credits shall be entitled to the short-term disability allowance of seventy-five (75%) percent of his/her regular wages for up to one hundred and twenty-three (123) working days in accordance with the STSP provisions. The remaining twenty five percent (25%) of the wages may be made up by means of debiting a quarter-day (1/4) Vacation, as long as such credits are available.

Notification to Manager

- 7.04 An employee who is unable to attend to his/her duties due to illness or injury shall advise his/her Manager of the inability to report prior to 8:30 a.m. of that business day, and the expected duration of the absence.

Medical Certificate

- 7.05 After five (5) consecutive working days an employee may be required to provide the Employer with a certificate from a legally qualified medical practitioner relating to the absence and giving an indication of the employee's likely ability to attend work in the future on a regular basis. If the Employer requests it, the certificate shall contain information regarding the employee's fitness or non-fitness for work, the employee's prognosis and limitations, if any. The costs of the certificate shall be borne by the Employer. The Employer reserves the right to require such certificate covering shorter periods of absence when the Employer has reason to challenge the bona fides of the absence.

If there is a dispute regarding any of the information received from the employee and/or his/her physician, then the Employer may request an independent medical examination. The cost of the independent medical examiner's report shall be paid for by the Employer.

Long Term Income Protection Plan (LTIP)

- 7.06 An employee who is unable to attend his/her duties due to sickness or injury for a period which exceeds the maximum described in Article 7.03 and provided the employee has been totally disabled for more than six (6) months, the employee shall be entitled to apply for benefit under the provision of the Long Term Income Protection Plan ("LTIP"). Entitlement to benefit under LTIP shall be determined by the insurance carrier in accordance with the terms and conditions of the LTIP, and the Employer's liability shall be limited to the payment of the Employer's share of the premium to the insurance carrier.

ARTICLE 8 - Education

Leave Request

- 8.01 Upon request, and subject to the Employer's ability to efficiently and economically operate its business in a timely manner, the Employer shall give reasonable consideration to employee requests for education leave, on such terms as the Employer may set out at such time on an individual basis.

Approval of Manager

- 8.02 Initial approval for such leave must be sought in writing from the employee's Manager with reasonable notice.

Rights Under Agreement

- 8.03 Subject to the provision of Article 8.01, during such leave an employee shall retain all other rights under the Agreement and shall return to the position most recently held, if it still exists, or to a comparable position if it does not, in the same geographical area.

Continuing Education — 100% Course Reimbursement

- 8.04 When a course has first been approved by the employee's Manager as having a direct bearing on the employee's current duties, the employee shall be entitled to one hundred percent (100%) reimbursement of tuition costs upon evidence to the Employer of successful completion of the course.

Continuing Education — 50% Course Reimbursement

- 8.05 When a course has first been approved by the employee's Manager as being indirectly related to an employee's longer term career development, or approved as indirectly related to work to which the employee might reasonably aspire in the employ at Ombudsman Ontario, the employee shall be entitled to fifty percent (50%) reimbursement of tuition costs to a maximum of five hundred dollars (\$500.00) per course, upon evidence to the Employer of successful completion of the course.

Continuing Education — Book Reimbursement

- 8.06 An employee shall be entitled to reimbursement for the cost of books, approved by the employee's Manager as required for such courses, upon submission of a complete and valid receipt and upon evidence to the Employer of successful completion of the course to a maximum of two hundred dollars (\$200.00) per course.

Employment Leave

- 8.07 (a) Subject to the provisions of the *Ombudsman Act* and subject to the Employer's ability to operate efficiently and economically, the Employer shall give reasonable consideration to employees requests to second to another organization.

(b) It is further agreed that the LMRC may examine the present policy with a view to recommending additional guidelines regarding future secondment, if any, during the life of this Agreement.

Professional Fees

8.08 Fees for professional associations, including applicable tax, will be paid by the Ombudsman Ontario when:

(a) The Office belongs to an association and the Employer from time to time nominates an employee as its representative (Corporate Membership); or,

(b) An employee's designation is a prerequisite to employment. When an employee is entitled to have his/her fees paid, the fee paid will include levies.

Law Society of Upper Canada Fees

8.09 For employees permanently assigned to the position of Early Resolution Officer and Investigator, the Employer shall pay the annual non-practising membership fee for lawyers to maintain their membership in the Law Society of Upper Canada.

Ombudsman Act

8.10 For the purpose of Articles 8, 9, 11 and 12, the provisions of the *Ombudsman Act* shall prevail during the life of the Agreement provided that no amendment to the legislation shall diminish any benefit existing on the date of ratification of this Agreement.

ARTICLE 9 - Pregnancy and Parental Benefits

Video Display Terminal

9.01 At the request of the employee, the Employer will not require a pregnant employee to work at a video display terminal. The Employer agrees to further accommodate such employee by placing the employee in other work, if such work is available, for the duration of the period in question.

Pregnancy Leave Entitlement

9.02 (a) A pregnant employee shall be entitled to pregnancy leave in accordance with the provisions of the *Employment Standards Act*.

(b) An employee eligible for pregnancy leave, who is also eligible to receive corresponding Employment Insurance benefits shall be entitled to a wage supplement comprised of the difference between ninety-three percent (93%) of the employee's salary and the sum of the Employment Insurance benefit, plus any other earnings for each of the seventeen (17) weeks of pregnancy leave.

Parental Leave Entitlement

9.03 (a) Employees shall be entitled to parental leave in accordance with the provisions of the *Employment Standards Act*.

(b) An employee eligible for parental leave (35 weeks or 37 weeks if she did not take pregnancy leave), who is also eligible to receive corresponding Employment Insurance benefits, shall be entitled to a wage supplement comprised of the difference between ninety-three percent (93%) of the employee's salary and the sum of the Employment Insurance benefit plus any other earnings for the first fifteen (15) continuous weeks of the leave.

Other Benefits

- 9.04 (a) During pregnancy or parental leave, an employee continues to participate in each type of benefit plan that is related to his/her employment except that the employee may elect in writing to cancel participation in those plans that are voluntary.
- (b) Those voluntary plans include: pension plan, life insurance plan, extended health plan, dental plan and any other types of benefit plans that are prescribed by Part XI of the *Employment Standards Act*.
- (c) Unless the employee gives the employer a written notice that the he/she does not intend to pay the employee's contributions respecting those plans that are voluntary, the Employer shall continue to make the Employer's contribution for the plan(s) that the employee continues to participate in.
- (d) Seniority and service for vacation credits continue to accrue during seventeen (17) weeks of pregnancy leave or the thirty-five (35) weeks of parental leave.

Reinstatement to Position

- 9.05 (a) The Employer shall reinstate an employee who has taken pregnancy or parental leave when the leave ends to the position the employee most recently held if it still exists, or to a comparable position if it does not, in the same geographic location.
- (b) The Employer shall pay a reinstated employee wages that are at least equal to the greater of:
- (i) the wages the employee was most recently paid by the Employer; or,
 - (ii) the wages that the employee would be earning, had the employee worked throughout the leave.

ARTICLE 10 - Committees and Union Business

Labour Management Relations Committee (LMRC)

- 10.01 The parties agree to establish a Labour Management Relations Committee comprised of two (2) elected representatives with seniority from the bargaining unit and two (2) representatives appointed by Management. It is further agreed that a staff representative of COPE, Local 343, may be present at meetings held by the LMRC.

This joint committee shall meet not less than once every three (3) months during the life of this agreement, or as otherwise agreed to by the LMRC, at the request of either party, provided that such request shall be in writing, supported by a written agenda setting out the particular issues to be discussed relating to the workplace that affect the parties or any employee(s) covered by the Agreement. The parties recognize that it is not the mandate of the LMRC to assume jurisdiction over any matter that is the subject of an existing grievance or which more properly belongs to the jurisdiction of other elected or appointed Union representatives, or committees, under this Agreement.

Labour Management Relations Committee (LMRC) - Mediator

- 10.02 With the aim of maintaining harmonious and efficient labour relations, the Employer and the Union agree to resolve disputes in a non-adversarial fashion, whenever possible, using appropriate means of conflict resolution techniques and mechanisms. Should the LMRC be

unable to reach agreement with respect to a matter before it, an external mediator, mutually agreed to, may be appointed at the shared expense of the Union and the Employer to resolve the dispute.

Job Evaluation Committee (JEC)

- 10.03 (a) The permanent Job Evaluation Committee shall consist of two (2) representatives with seniority elected from the bargaining unit and two (2) excluded staff.

The mandate of the Job Evaluation Committee is to review the job evaluation system, job activity statements and point values with a view to ensuring a fair and equitable job evaluation scheme in compliance with Pay Equity requirements. Such a mandate will include the ability to review, develop and make recommendations to the Employer and the Union.

(b) When a permanent position is created the classification and job description of such position shall be set by the Employer. Once the incumbent has been in the position for a period of six months, the classification, job activity statements and the point value will be evaluated by the Job Evaluation Committee in accordance with Article 10.03(a) and within one year of the position being filled.

(c) The Job Evaluation Committee is responsible for periodically reviewing the activities and point values of all bargaining unit positions in accordance with Article 10.03 (a) and/or the evaluation of new positions in accordance with Article 10.03 (b). Salary administration is not within the mandate of the JEC.

- (i) If the job point value of a Bargaining Unit position decreases as a result of a Job Evaluation Review and the new point value assigned to that position indicates the position falls into a lower salary band, the effective date of the change becomes the date the JEC issued the final decision to all staff. An incumbent who is in the position prior to the effective date and is paid at a rate higher than indicated in Appendix "A" will have their salary frozen at the higher level. The salary will be frozen until such time as the annual step progression increase indicated on the new band as outlined in Appendix "A" is at a level greater than the frozen salary.
- (ii) If the job point value of a Bargaining Unit position increases as a result of a JEC review and the new point value assigned to that position indicates the position falls into a higher salary band, the effective date of the adjustment and the amended anniversary date of the incumbent in the position becomes the date a manager approved the position activity statements that warranted the job point value increase. The employee occupying the position shall be placed at the bottom of the range of the higher band or be placed at the salary step within the higher band that is at least five percent (5%) above the employee's current salary, whichever is greater, but not above the maximum of the higher salary band.

The Union will be advised of any change in the pay band of a position as a result of job evaluation.

(d) Should a position be placed in a higher pay band as a result of job evaluation, the incumbent will be paid retroactively to the date the request for job evaluation was approved by the employee's Manager. The Union will be advised of any change in the pay band of a position as a result of job evaluation.

Health and Safety Committee

10.04 The parties recognize the importance of maintaining a safe working environment. The parties further agree to recognize the Joint Health and Safety Committee, having the rights and responsibilities established under the provision and jurisdiction of the *Occupational Health and Safety Act*. The Health and Safety Committee shall be comprised of:

- (i) up to four (4) representatives with seniority elected from the bargaining unit, three (3) of whom will sit as committee members, and the fourth being an alternate who will participate only in the absence of one of those three; and,
- (ii) up to four (4) representatives selected by Management, three (3) of whom will sit as committee members, and the fourth being an alternate who will participate only in the absence of one of those three.

Meetings shall be held at the written request of either party at a mutually convenient time. Written minutes of all meetings shall be kept.

The mandate of the Health and Safety Committee is to discuss health, safety and security issues that may arise and to make recommendations pursuant to the *Occupational Health and Safety Act*.

Negotiations Committee

10.05 (a) The employees covered by this Agreement may elect a Negotiating Committee of up to three (3) bargaining unit members who are seniority employees to represent them in negotiations. The Negotiating Committee shall be entitled to have present and be represented by a Staff Representative of COPE, Local 343 at all negotiation meetings held between the Employer and the Union.

(b) Negotiating Committee members shall be granted time off during normal working hours, while actually in attendance at such negotiation meetings with the Employer, or at meetings held for preparation the day immediately preceding a negotiation meeting held with the Employer, for the purpose of renewing the Agreement, excluding meetings held during the conciliation and mediation process.

(c) Upon reasonable written notice to the Employer, all employees who are members of the Negotiating Committee shall be given an initial two (2) days time off for the purpose of preparing the Union's initial proposals prior to the collective bargaining, at a time mutually convenient to both parties.

(d) All members of the Negotiating Committee shall be bargaining unit employees with seniority. The Union agrees to notify the Employer in writing of the names of the elected Negotiating Committee members, and any subsequent changes, and the Employer shall not be required or responsible to recognize any such person(s) until advance written notice from the Union has been received.

(e) The time off referred to in this Article shall mean time off without loss of regular straight time (non-premium) pay, benefits and credits.

Labour Sponsored Leave of Absence

10.06 (a) Subject to the provisions of Article 10.06 (b) and (c), a seniority employee, elected or appointed to a full-time office of the Union will be granted a leave of absence without pay and benefits, but with accumulation of seniority for a period of up to one (1) year. Such leave may be subject to renewal, on agreement of the parties, at the expiration of one (1) year.

(b) For the purposes of this Article, a request for leave of absence or renewal of such leave, as the case may be, shall be submitted by the Union, in writing, to management at least eight (8) weeks in advance, confirming the date of commencement and duration of the leave sought and the name of the employee covered by the request.

(c) The Employer shall continue to pay the Employer's share of an employee's benefit premium costs when on leave without pay under the terms of this Article, provided such payments are not being paid for by another party, and subject always to the provision of the respective benefit plans. The Union undertakes to reimburse the Employer for benefit premium costs when the employee is on leave contemplated by Article 10.06(a).

Stewards

10.07 (a) The Employer agrees to recognize up to four (4) stewards who are employees for the purpose of administration of the Agreement provided that the Union first informs the Employer in writing of the names of the stewards and any subsequent changes.

(b) A steward shall not lose straight time (non-premium) pay for time utilized in the prompt and reasonable handling of grievances and in attending meetings with management to discuss grievances provided that:

- (i) he/she shall first obtain the permission of his/her Manager before leaving work and such permission shall not be unreasonably withheld;
- (ii) this clause shall not apply to time spent at arbitration or in preparation for arbitration; and,
- (iii) the Employer reserves the right to limit such time if it appears excessive.

ARTICLE 11 - Other Leaves of Absence

Bereavement Leave

11.01 (a) When a member of the employee's immediate family dies, the employee, upon written request, shall be entitled to receive bereavement leave with pay for a period up to five (5) days. Immediate family includes a parent or guardian, a spouse, including common-law and same-gender spouse, a child or ward, step-parent, step-child and a sibling.

(b) When a member of the employee's extended family dies, the employee, upon written request, shall be entitled to receive bereavement leave with pay for a period of up to three (3)

days. Extended family includes a grandparent, a grandchild, a parent in-law, a brother or sister in-law, and a daughter or son in-law.

(c) In the event of the death of an employee's aunt, uncle, niece, nephew, or cousin, the employee, upon written request, shall be entitled to receive bereavement leave with pay for one (1) day.

(d) An employee may also be granted up to one (1) days leave with pay for distance travel. Distance travel is contemplated when an employee must travel more than three hundred kilometres (300km) to the location of the deceased.

(e) If during a vacation or floater leave, an employee is bereaved, the employee shall be granted bereavement leave and other paid leave credits so displaced shall be restored.

(f) On return from the bereavement leave, the employee may be required to provide his/her Manager with any documented details. Pay referred to in this Article shall mean straight time (non-premium) pay.

(g) For the purpose of this Article, "day" is defined as seven and one-quarter (7.25 hours).

Election Day

11.02 (a) All employees who are qualified to vote in a federal, provincial or municipal election shall be granted sufficient time off without loss of regular wages to ensure four (4) consecutive hours for the purpose of casting their vote during normal polling hours.

(b) To ensure full Ombudsman Ontario service on election day, each employee with scheduled hours of work beyond 4 p.m. and who requires to leave early to ensure four (4) consecutive hours prior to the closing of the polls are required to inform their Manager, in writing, prior to election day of the time required.

Jury Witness Duty

11.03 An employee summoned to serve as a juror or subpoenaed as a witness in any proceeding, except when the employee is the accused, plaintiff or defendant, shall notify his/her Manager in writing as far in advance as possible giving full details and dates of the expected absence, and shall be entitled to a leave of absence without loss of regular (non-premium) wages but shall turn over any and all fees received, to the Employer.

Religious Observance Leave

11.04 Upon written request as far in advance as possible, the Employer may grant an employee reasonable time off, without loss of regular wages, to observe religious holidays or observances regularly celebrated or practiced by that employee.

Self-Funded Leave Plan

11.05 (a) The Self-Funded Leave Plan shall be maintained during the life of this Agreement to provide eligible employees the opportunity to plan and fund a six (6) to twelve (12) month continuous leave of absence without pay through deferral of up to thirty-three and a third percent (33 1/3%) of their pre-tax wages over a specified deferral period.

(b) Upon request and with the approval of the Employer, leaves of absence under this plan can be used for any reason as long as they do not contravene the Ombudsman's Conflict of Interest Policy. Employees must commit to return to employment following the leave for a period at least equivalent to the leave. Returning employees will be returned to the position most recently held, if it still exists, or to a comparable position if it does not, in the same geographical area, provided that the employee has the threshold skill and ability to immediately perform the work without trial or training. If an employee does not secure a position in the same geographic area, or who does not meet the threshold requirements above, he/she shall be entitled to invoke the provisions of Article 13.

(c) To be eligible, an employee must be a regular full-time or regular part-time employee. The number of employees eligible for enrollment at one time is limited due to operational constraints. Initial approval for the leave must be sought from the employee's immediate Manager.

Discretionary Leave

- 11.06 Subject to operational requirements, the Employer may grant a leave of absence with or without pay to an employee for a special or compassionate purpose. An employee seeking such special leave shall provide his/her manager with a written request as far in advance as possible and setting out the complete circumstances in support of the request and the commencement and duration of the leave sought. When such leave is granted, the employee shall not be employed by any other employer during the leave period. Any protracted leave may be subject to agreement respecting maintenance of benefit premiums or premium costs applicable to the period of leave and subject to approval by the carrier.

Emergency Leave

- 11.07 The Emergency Leave provisions of the *Employment Standards Act* are hereby incorporated into this Agreement provided that any leave taken under Articles 7 and 11.01 shall be offset against any emergency leave entitlement. Employees claiming entitlement to emergency leave may be required to provide the employer with *bona fide* and verified evidence of the need for the leave.

Canadian Forces Leave

- 11.08 At the sole discretion of the employee's Manager and subject to operational requirements, the Employer may grant a leave of absence for the purpose of Canadian Forces Reserve training.
- 11.09 In accordance with the *Employment Standards Act, 2000*, employees are entitled to the following leaves:

Family Caregiver Leave
Critically Ill Child Care Leave
Crime-Related Death or Disappearance Leave

ARTICLE 12 - Benefits

Group Pension Plan

- 12.01 The Employer agrees to continue the current Group Pension Plan, pursuant to the provisions of the *Ombudsman Act*, during the life of this Agreement.

Health and Welfare Plan

12.02 The Employer agrees to continue the current benefit plans, pursuant to the provisions of the Ombudsman Act, during the life of this Agreement. The Employer shall pay one hundred percent (100%) of the premium costs of the following benefit plans:

(a) supplementary health and hospital insurance. The plan will provide a reimbursement to a maximum rate of \$50.00 per visit to an annual maximum reimbursement of \$1,500 per employee and eligible dependent per practitioner type. The practitioner types are: chiropractor, podiatrist, chiropodist, physiotherapist, osteopath, naturopath, psychologist, speech and massage therapist.

(b) dental

(c) basic life insurance (with conversion option)

(d) provincial health insurance plans (if any)

(e) business travel accident insurance

(f) the Employer is committed to providing an Employee Assistance Counselling Program at no cost to the employees.

The premium costs for part-time employees in respect of (a) and (b) above shall be prorated based on the number of days per week that they work.

The Employer agrees to continue a drug card system.

Vision Care Premium

12.03 The Employer shall pay eighty percent (80%), and the employee shall pay twenty percent (20%) of the premium costs of Vision Care and Hearing Aid Coverage.

The Vision Care Plan shall provide a maximum reimbursement of \$450.00 per employee and eligible dependent every twenty-four (24) consecutive months.

There shall be a 100% reimbursement for one routine eye examination every twelve (12) month period.

The Hearing Aid Plan shall provide a maximum reimbursement of \$2,500.00 per employee and eligible dependent every five (5) years.

Long Term Income Protection Plan (LTIP) Premium

12.04 The Employer shall pay one hundred percent (100%) of the premium costs of LTIP.

Supplementary Life Insurance Premium

12.05 The employee shall pay one hundred percent (100%) of the premium costs of supplementary life insurance and dependent life insurance.

Effective Date of Coverage

- 12.06 An employee's entitlement to any benefits under this Article, including the effective dates of coverage, and waiting periods, if applicable, shall be governed by the provisions of the respective plans.

Change in Carrier

- 12.07 The Employer reserves the right to change carriers at any time during the life of this Agreement provided that such change shall not diminish respective coverage of such benefit(s) for employees.

Death Benefit

- 12.08 (a) Upon the death of an employee, all unpaid wages and benefits accruing to the date of death shall be paid to the employee's estate within forty-five (45) days.
- (b) Upon the death of an employee who has completed six (6) months of continuous service, which includes periods of full-time unbroken service with an Ontario provincial governmental organization, the Ontario Legislative Assembly or an Officer of the Ontario Legislature, the employee's estate shall be paid a death benefit equal to one-twelfth (1/12) of the employee's annual salary.

Pension Bridging

- 12.09 (1) 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 15; plus,
 - (iii) a maximum of two (2) years leave of absence without pay, but with continued accrual of pension credits,

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

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

(a) Determine the total amount of time from the date on which the employee receives the surplus notice that is needed for the individual to reach the next earliest of his or her actuarially unreduced pension options and, from that amount, subtract:

- (i) the employee's six (6) month notice period; and,
- (ii) the number of weeks of paid leave of absence that the employee's termination payments can be converted into under the existing provisions of Article 15

(b) 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 the Short Term Sickness Plan and the Long Term Income Protection plan.

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

(a) The unpaid leave of absence, the maximum of which is determined in accordance with 2(b) above, shall be taken first.

(b) The leave of absence with pay equal to the employee's number of weeks of Article 15 payments shall be taken after the leave without pay in 3(a) above. During this leave of absence, the employee's pension contributions shall be deducted from the employee's bi-weekly payments;

(c) At the conclusion of the leave of absence with pay, the employee shall return to complete whatever portion of the six (6) months notice period remains. For greater certainty, the requirement to return may be satisfied by the use of vacation credits. At the end of this period, the employee:

- (i) shall retire; and,
- (ii) shall be entitled to exercise his or her right to an actuarially unreduced pension.

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

(5) Surplus employees who choose any of these pension-bridging options shall waive all rights to recall.

ARTICLE 13 – Seniority

Accrual

13.01 (a) Seniority shall be established and accumulated on the basis of length of service with Ombudsman Ontario in the bargaining unit and shall be maintained for all non-probationary employees on a bargaining unit wide basis. Upon successful completion of the probationary period defined in Article 13.02, an employee will then acquire seniority status effective from the beginning of the probationary period.

(b) For the purpose of this article, length of service with respect to any period of part-time employment shall be calculated on a proportionate basis.

(c) Employees transferring into the bargaining unit from excluded and/or managerial positions shall begin to accumulate seniority from the date they enter the bargaining unit.

(d) A temporary employee, who becomes a permanent employee governed by this Agreement, shall be credited with one hundred percent (100%) of his/her past service with the Employer during the last preceding two (2) years.

(e) A casual employee, who becomes a permanent employee governed by the Agreement, shall be credited with one hundred percent (100%) of his/her past service working days with the Employer during the last preceding two (2) years.

Probation

- 13.02 (1) Employees shall be considered probationary until they have completed the probationary period as follows:

Support staff	4 months
Accounting Analyst	9 months
Investigator	9 months
Early Resolution Officer	9 months
Programmer/Systems Analyst	9 months
Communications Officer	9 months

Upon completion of the probationary period, the employee shall be so advised in writing. During the probationary period, employees shall be subject to the rights and duties of this Agreement except as otherwise provided within this Agreement, and provided that the termination or discipline of a probationary employee shall be deemed to be for just cause in the following circumstances:

- (a) failure or refusal to meet communicated performance standards; or
 - (b) failure or refusal to meet communicated attendance and punctuality standards.
- (2) The Employer, with the approval of the Union, may extend a probationary period for an additional three (3) months. The Union will not withhold its approval unreasonably.
- (3) The probationary period for part-time employees is the same period of time as set out in clause 13.02 (1) above but will be calculated by hours worked. One month is defined as 157 hours worked.

Layoff and Recall

- 13.03 (a) In layoff and recall situations, seniority shall govern provided that, in all cases, the employee to be retained in active employment has the basic requirements of the position to perform the work required. If recalled to the same position, from which the layoff occurred, the employee shall be assumed to have the requisite qualifications.
- (b) An employee identified as surplus shall receive six (6) months notice of lay-off, or with mutual consent, an employee may resign and receive equivalent pay in lieu of notice. Pay in lieu for the balance of the notice period shall only be granted when the Employer determines that operational requirements permit an employee's exit from the workplace prior to the expiration of the six (6) months' notice. The Union will be notified of any lay-off as soon as possible, but not less than six (6) months. Notices shall be in writing.
- (c) When an employee resigns and his or her resignation takes effect within one (1) month after receiving surplus notice, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay. On production of receipts from an approved educational program within twelve (12) months of resignation, the employee may be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000). An employee who resigns pursuant to Article 13.03(b) will not be eligible to any other entitlements under this Article.

(d) An employee laid-off under Article 13.03, who has not been given the opportunity to work the notice, shall be paid for the days for which work was not made available, provided the employee was available and able to work.

Bumping

13.04 (a) Employees who have received layoff notices shall have the right to bump any employee with less seniority who has not received a layoff notice, provided that the bumper is capable of performing the basic requirements of the position. Under no circumstances shall the right to bump be construed as the right to moving or relocation expenses or any similar expenses.

(b) The employee's intention to exercise such bumping rights must be declared in writing within five (5) working days of the date of the layoff notice or such rights to bump shall be lost. The bumping process must be initiated within the same five (5) working day period.

(c) Employees who choose not to exercise their right to bump on a layoff shall continue to retain the right to recall in accordance with Article 13.06 of this Agreement. No new employee shall be hired until seniority employees laid off or displaced have been given the opportunity to return to employment in accordance with Article 13.03.

(d) Employees who are unable to exercise their right to bump on a layoff shall have five (5) days from receiving the layoff notice to advise the Employer that he/she wishes the benefit of career counselling services, which will be determined and paid for by the Employer.

(e) Employees who choose not to exercise their right to bump on a layoff shall during their notice period, receive reasonable time off from his or her Manager to conduct a job search. The time off requested is not to exceed one (1) day per week. Such requests shall not be unreasonably denied.

(f) Employees shall, when possible, schedule any outstanding vacation entitlement he or she may have during the working notice period. On separation, an employee's pay will be adjusted for "taken but not earned" sick leave, and vacation entitlement. The employee will be paid for "earned but not taken" vacation entitlement.

(g) Subject to the terms of the respective plans, employees may elect, after separation, to continue benefits for a period of up to twelve (12) months. These benefits will be limited to: supplemental health, dental, vision, basic life insurance and optional life insurance. Employees will be required to pay the full costs of these benefits, in advance to the Employer. The Employer shall not be liable for any loss of benefits or coverage as a result of the employee's failure to make timely and full premium payments.

Termination of Seniority

13.05 An employee shall lose seniority and shall be terminated for any of the following reasons:

- (a) if he or she voluntarily quits;
- (b) if he or she is discharged for just cause and not reinstated through the grievance and arbitration procedure;
- (c) if he or she retires normally, including early retirement on pension;

- (d) failure to return to work upon the expiry of an approved leave of absence, unless the leave is extended by the Employer, or the employee provides a *bona fide* and verified reason;
- (e) to return from layoff within five (5) working days after notice of recall is actually received, or within ten (10) working days of registered mailing of such notice to the last recorded address on the Employer's files, whichever first occurs;
- (f) failure to report to work for three (3) working days unless prevented from doing so for *bona fide* and verified reasons; or
- (g) if an employee is laid off and not recalled for a period of twenty-four (24) months, or the employee's length of active employment, whichever is the lesser.

Accumulation of Seniority - Lay-off

- 13.06 Subject to the provision of Article 13.05(g), the seniority status of an employee who is laid off shall be retained and shall continue to accumulate for a period of twenty-four (24) months, or the length of the employee's active employment, whichever is the lesser. For an employee who was working part-time prior to being laid off, such accumulation of seniority will be based on the employee's days of work in the three (3) month period prior to the lay-off.

Accumulation of Seniority — Leave of Absence

- 13.07 Seniority status shall continue to accumulate during the period of a leave of absence of up to one (1) year, including an approved leave of absence for sick leave, LTIP or leave under a Workplace Insurance claim unless the employee has been otherwise terminated in accordance with the provisions of this Agreement. For an employee who was working part-time prior to such leave, such accumulation of seniority will be based on the employee's days of work in the three (3) month period prior to the leave.

Seniority List

- 13.08 The Employer shall maintain a seniority list showing for each employee:

- (a) length of service to date since the employee's most recent hire date with Ombudsman Ontario, and
- (b) the employee's current rate of earning seniority based on full-time or part-time status pursuant to 13.01.

Updated seniority lists shall be posted on all Union bulletin boards at least twice a year.

Notice Period - Separation

- 13.09 When operational requirements of the Employer permit, the Employer may approve an employee's separation prior to the expiry of the notice period. In this case, the Employer will pay the employee the balance of the notice period, as pay in lieu of notice. Such balance would include any "earned but not taken" vacation entitlement.

Short-Term Lay-Off

- 13.10 (a) A short-term lay-off is defined as a lay-off that does not exceed three (3) consecutive months.
- (b) When the Employer determines there will be a short-term reduction in staffing requirements, the employees who are no longer required may be laid off on a short-term basis. The short-term lay-off of employees and their recall shall be in accordance with the conditions set out in this Article 13.10.
- (c) Affected employees will be given a minimum of two (2) weeks' notice, in writing, of short-term lay-off. The Union will be notified of any lay-off as soon as possible, but not less than two (2) weeks. Notices shall be in writing.
- (d) Short-term lay-off shall be in accordance with seniority within the respective job titles.
- (e) Employees will be recalled in accordance with seniority within the respective job titles.
- (f) Employees who are laid off and subject to recall shall keep Human Resources informed of any change of address and/or telephone number. Such changes must be sent in writing.
- (g) When a person who has been laid off is recalled to his or her position under this Article, the Employer shall serve written notice of such recall to the person to the last address filed with the Employer. Written notice of recall shall be sent by certified mail or another means whereby receipt of such notice is confirmed by the deliverer. Laid off employees recalled under this Article must accept the notice of recall and report for duty within the time limits stipulated below:
- (i) the employee must accept the recall, in writing, within seven (7) days of receipt of written notice.
 - (ii) 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.
- (h) If an employee does not comply with Article 13.10(g)(i) or 13.10(g)(ii), he or she shall be deemed to have resigned with no other rights under this Agreement except for the right to termination pay.
- (i) If, during the short-term lay-off period, the Employer determines that the employee's position will be abolished, the employee shall be given notice of lay-off pursuant to Article 13.03 and 13.04 of this Agreement, his or her salary shall be reinstated for a maximum of six (6) months and he or she shall have full employment stability rights.
- (j) Seniority (continuous service), except for pension purposes, will accrue during the period of short-term lay-off.
- (k) An employee on short-term lay-off is not eligible for benefits under the Short Term Sickness Plan or the Long Term Income Protection Plan (LTIP) but will be eligible for all other insured benefits with the appropriate cost-sharing arrangements.
- (l) An employee on short-term lay-off is not eligible for termination pay or severance pay.

- (m) The provisions of Article 13.04(a), (b) and (c) only shall apply to short-term lay-offs.

ARTICLE 14 - Promotions and Transfers

Definitions, Seniority and Postings

14.01 (a) For the purposes of Article 14, promotion is defined as a move from a position at a lower salary range to one at a higher salary range within the bargaining unit as a result of posting under the Agreement.

(b) For the purposes of Article 14, a transfer is defined as a move from one position to another position within the same salary range within the bargaining unit arranged through consultation with the employee and Manager concerned.

(c) Seniority shall be the deciding factor when considering two (2) or more fully qualified employees who have applied for a transfer or promotion within the bargaining unit. In such circumstances, the Employer agrees to consider permanent employees who have applied for a transfer or promotion prior to hiring from outside the bargaining unit. If no suitable candidate is available within the bargaining unit, the position may be advertised simultaneously by the Employer within the Union and to the public, in which case the Employer reserves the right to interview and select likely candidates at its discretion. In the event a new position is created within the bargaining unit, it shall be filled in accordance with this Article 14.01(c).

In the event that a vacancy occurs which is of a temporary nature, the Employer agrees, whenever practicable in the circumstances, to make a decision in respect to the permanency of the vacant position within three (3) months of filling it temporarily. In the event the temporary vacancy is declared permanent by the Employer, it shall be posted and then filled in accordance with Article 14.01(c). The Employer shall not be obligated to make a decision on any temporary vacancy that may arise through vacations, pregnancy or parental leave, or leave of absence granted under the Agreement.

Seniority shall not be broken in the event of a transfer or promotion within the bargaining unit.

Intent to Hire from Within

14.02 It is the intention of the Employer to fill job vacancies from within the bargaining unit before hiring new employees, provided employees are immediately available and possess the qualifications to fill the position.

Notice of Vacancy

14.03 (a) Notices of all permanent job vacancies shall be posted by electronic mail. Such vacancies shall be posted within four (4) weeks unless the employer has informed the Union directly or at a meeting of the LMRC of the reasons why the vacancy shall not be posted. A posting shall remain in place for any five (5) consecutive working days during a period of two (2) calendar weeks and shall include job title (if any), classification and a brief description of the position duties, including qualifications and necessary skills.

(b) Employees absent during the period that a vacancy has been posted shall be notified by the Employer of such posting by electronic mail provided the employee has indicated in advance to the Employer, in writing, that they wish to be contacted in the event of the posting, and provided a valid and timely point of contact has been provided to the Employer, in writing, that is effective during the period of posting.

(c) The name of the successful applicant, if any, shall be posted on the bulletin board or distributed by electronic mail in a timely manner after the selection process is complete.

Trial and Instruction Period

- 14.04 When a job is filled in accordance with the job posting procedure the employee will undergo a trial and instruction period. The duration of the trial and instruction period shall be:

Support staff	4 months
Accounting Analyst	9 months
Investigator	9 months
Early Resolution Officer	9 months
Programmer/Systems Analyst	9 months
Communications Officer	9 months

In the event that the employee does not successfully complete the trial and instruction period, the employee will be reassigned to their position held prior to the promotion if it exists or to a comparable position.

Vacancy — Investigator/and Early Resolution Officer

- 14.05 Notwithstanding provisions of Article 14.03, the Employer will maintain a system that annually provides for a pool of qualified internal Employees for the positions of Investigator and, Early Resolution Officer. When a vacancy occurs in one of those positions, a qualified Employee in the candidate pool for that position will be promoted to the vacant position.

In the event of more than one qualified Employee in the candidate pool for the position, Employees will be selected in order of seniority.

The name of the promoted Employee shall be posted on the bulletin board or distributed by electronic mail in a timely manner.

Qualified Employees will remain eligible, in pool, for one (1) year, after which time they will be required to re-apply through the pool process.

In the event that the candidate pool for the position has been exhausted prior to scheduling of the annual process, the vacant position will be posted pursuant to Article 14.03 and may be advertised simultaneously by the Employer within the Union and to the public. The Employer will give preference to any qualified internal applicants for the position.

ARTICLE 15 - Severance/Termination Pay

Eligibility

- 15.01 Severance or termination pay is paid to an employee who has completed five (5) years or more of service upon termination of employment except when the employee has been terminated for just cause or abandoned employment.

Entitlement

- 15.02 An employee who has completed five (5) or more years of continuous service, which includes periods of full-time unbroken service with an Ontario Provincial Ministry, Agency, Board or Commission, shall be entitled to severance pay. Severance pay is calculated at one (1) week's regular wages for each completed year of continuous service with Ombudsman Ontario and if severance has not been paid previously one (1) week's regular wages for each completed year of continuous OPS service, to a maximum of twenty-six (26) weeks. This clause does not apply to an employee laid off by the Employer.

Retirement Entitlement

- 15.03 An employee who retires at age sixty-five (65) or earlier under the provisions of a pension plan, with more than five (5) years of continuous service, which includes periods of full-time unbroken service with an Ontario Provincial Ministry, Agency, Board or Commission, shall be entitled to severance pay, if severance has not been paid previously, equal to one (1) week's regular wages for each completed year of continuous service to a maximum of twenty-six (26) weeks.

No Pyramiding

- 15.04 There shall be no pyramiding of severance pay under this Article with any other statutory severance pay provisions.

Termination for Cause/Abandonment

- 15.05 An employee who has been terminated for just cause or abandons employment will not receive severance pay.

Waiver of Recall Rights

- 15.06 When an employee is entitled to severance pay and provides the Employer with a written waiver of recall rights upon termination of employment, the employee shall be entitled to receive his/her severance pay entitlement within the time frame established by the *Employment Standards Act*.

Computation

- 15.07 When a computation for severance pay involves a part of a year of the total period under consideration, the computation 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.

ARTICLE 16 - Grievance Procedure

Intent

- 16.01 It is the mutual desire of the parties hereto that employee complaints should be resolved in a meaningful way and without undue delay.

Procedure

- 16.02 If an employee has a complaint, such complaint shall be discussed with their manager within fifteen (15) working days after the circumstances giving rise to the complaint have originated or occurred. If the employee and their manager are unable to resolve a complaint to their mutual satisfaction within five (5) working days, the Union may proceed with the grievance procedure.

STEP 1

(a) If the Union wishes to advance the grievance, the steward shall submit a written grievance form to the griever's manager. The griever, steward, the manager and a representative from Human Resources will meet within ten (10) working days of the manager receiving the grievance. The manager shall render his or her written decision within ten (10) working days following the completion of such meeting. Failing settlement, the next step of the grievance procedure may be taken.

STEP 2

(b) The Union shall, within ten (10) working days of receiving the reply at Step One, refer the matter in writing to the griever's Director or designate. The director shall meet with the steward, the griever (should he/she wish to attend), the Union Staff Representative (should the Union wish him/her to attend) and a representative from Human Resources within ten (10) working days of receiving the grievance to discuss the grievance. The Director shall render his or her written decision within ten (10) working days following the completion of such meeting.

(c) The time periods set out in Step 1 and Step 2 may be extended upon the mutual agreement of the parties. Such consent shall not be unreasonably withheld.

(d) Failing satisfactory settlement at Step Two, either party may within fifteen (15) working days of the date of the Director's written decision indicate it will submit the matter to arbitration.

(e) Any grievance relating to suspension or discharge shall commence at Step 2 of this procedure.

Group Grievance

- 16.03 In the event that more than one (1) 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 Union signed by such employees to the Director at Step Two, within the time limits as specified in Article 16. Up to three (3) grievors of the group shall be entitled to be present at all Steps unless otherwise mutually agreed.

Policy Grievance

- 16.04 Where any difference between the Employer and the Union arises from the interpretation, application, administration or alleged contravention of the Agreement, the Union shall be entitled to file a grievance at the second step of the grievance procedure provided it does so within fifteen (15) days following the occurrence or origination of the circumstances giving rise to the grievance. However, such grievance shall not include any matter upon which an employee is personally entitled to grieve.

Arbitration

- 16.05 (a) A sole arbitrator shall be selected by the parties. Should the parties fail to agree within ten (10) working days on an arbitrator, either party may request the Ministry of Labour to appoint an arbitrator, excluding those names upon which the parties could not agree.

(b) The arbitrator's decision shall be binding on the parties, provided that the arbitrator shall not have the authority to change, alter, or modify any of the terms or provisions of this Agreement, nor give any decision inconsistent with the intent, terms or provisions of this Agreement.

The decision of the arbitrator shall be confirmed in writing to both the Employer and the Union. All expenses of the arbitrator shall be shared equally by the Employer and the Union.

(c) Upon mutual consent of the parties, the time limits in this Article may be extended or waived.

ARTICLE 17 - Personnel Matters

Discipline and/or Discharge

- 17.01 When any employee is called to a meeting by the Employer for the purpose of meting out discipline, the employee's Manager and another management representative shall meet with the employee in the presence of the Union Steward, except in cases when instant dismissal is warranted. No employee shall be discharged or disciplined except for just cause. An employee shall have the right to appeal any discharge or discipline through the grievance procedure, as outlined in this Agreement.

Jurisdiction of Arbitrator

- 17.02 In the event that it is determined that an employee has been disciplined without just cause, the arbitrator shall have jurisdiction to determine the appropriate remedy, subject to the provisions of Article 13.02 and 16.05.

Personnel File

- 17.03 An employee will be entitled to make reasonable requests to the Human Resources Manager for a copy of any document contained in the employee's personnel file and such document(s) shall be provided. Only work-related documents may be placed in an employee's file, including, but not limited to, documents signed by the employee's immediate Manager, which relate to the employee's performance of his/her responsibilities.

Record of Disciplinary Action

- 17.04 Any written record of disciplinary action placed in the employee's personnel file will be removed and destroyed one (1) year after the issuance of such written record unless there is a recurrence of the same or similar conduct. Any leave of absence in excess of thirty (30) consecutive days will be added to the one (1) year period.

Notification to Union

- 17.05 The Union and the employee shall be provided with a copy of all such disciplinary notations upon there being placed in the employee's file.

ARTICLE 18 - Technological Change

No Dismissal

- 18.01 No employee shall be dismissed or have his/her hours or normal earnings reduced by the Employer for the sole reason of technological change.

Definition

- 18.02 Technological change means the introduction of equipment and/or new programmes for existing technology significantly different in nature or kind from that previously utilized and a change, related to the introduction of such equipment and/or new programmes in the manner which one or more affected employee(s) carry out work, and the nature of the work performed.

Training

- 18.03 When new or greater skills are required as a result of technological change, such employees shall, at the Employer's expense, be given training in the skills necessitated by the new method of operation.

ARTICLE 19 - Travel Expenses

Meals

- 19.01 (a) An employee required to travel outside of his/her regular office shall be entitled to claim reasonable costs, which include reasonable gratuities, for individual meals.
- (b) The daily per diem maximum is:
- | | | |
|------------------|--------------|---------------|
| <u>Breakfast</u> | <u>Lunch</u> | <u>Dinner</u> |
| \$8.00 | \$12.00 | \$20.00 |
- (c) An employee must be required to leave home prior to 7.00 a.m. in order to claim for breakfast.
- (d) An employee must be required to arrive home after 6.00 p.m. in order to claim for dinner
- (e) The daily per diem maximum that may be claimed by an individual is forty dollars (\$40). A valid and complete receipt must be submitted to support any meal allowance expenditure including costs in excess of the per diem maximum rate. Where approved by the employer, an employee may be reimbursed for an amount which is in excess of the daily maximum of forty dollars (\$40).
- (f) In circumstances when approved registration fees include meals, no claim for those included meals shall be allowed.
- (g) No expense for alcohol will be reimbursed.

Mileage

- 19.02 All employees who are required to use their personally-owned motor vehicle for work shall be paid a mileage allowance of thirty-five cents (\$0.35) per kilometer in Northern Ontario and thirty-four cents (\$0.34) per kilometer in Southern Ontario. The latter rates are reduced respectively by four cents (\$0.04) per kilometer after fifteen thousand kilometres (15,000 km). Employees using public transportation shall be reimbursed for such costs.

Effective September 1, 2011, all employees who are required to use their personally-owned motor vehicle for work shall be paid a mileage allowance of forty cents (\$0.40) per kilometre in Northern Ontario and forty cents (\$0.40) per kilometre in Southern Ontario. The latter rates are reduced respectively by four cents (\$0.04) per kilometre after fifteen thousand kilometres

(15,000 km). Employees using public transportation shall be reimbursed for such costs.

Hospitality

- 19.03 An employee shall not be entitled to claim hospitality expenses unless, in all cases, such expenses are first documented by the employee and approved in advance by the employee's Manager.

Telephone Call Home

- 19.04 When an employee is required to be away overnight, the employee shall be entitled to claim the expense of one (1) telephone call home.

Other Expenses

- 19.05 Upon the submission of a valid and complete receipt, an employee shall be entitled to claim the following expenses:

- gas and rental fee for rental car
- economy transportation fares
- parking fees required for office business
- accommodation
- reasonable cost of gift for friend or relative who provides accommodation to the employee or private accommodation allowance of twenty dollars (\$20.00) per night
- registration fees

Dependent Care Expenses

- 19.06 Employees having dependent children, dependents with disabilities or dependents in elder care situations, shall be entitled to claim reasonable dependent care expenses incurred directly as result of emergency work, or unexpected work requirements of an urgent nature and when such care is required to free the employee to attend to such work to ensure client service. Claims for dependent care expenses shall be assessed on a case by case basis and must be supported by a valid and complete receipt in every case. An employee shall not be entitled to claim for dependent care expense unless such care was not available by any other competent person normally residing or available in the home and an arm's length qualified third party care giver had to be engaged.

ARTICLE 20 - Job Descriptions and Salary Administration

Job Description

- 20.01 Each bargaining unit position shall have a job description.

Performance Management

- 20.02 Performance review based on the key accountabilities of the position, as set out in the accountability management framework, shall be established with each employee and shall be conducted by the employee's Manager annually. These reviews shall include an objective assessment of the employee's performance. The employee may append his/her observations to that review in writing. Such documents shall be retained in the employee's personnel file. The employee and Manager will also establish clear and measurable goals and standards, as well as training and development needs in the context of team and organizational work plans, as the basis of assessment of the next review for the employee.

Salary Administration

20.03 Employees shall be paid in accordance with Appendix "A."

Anniversary Dates

20.04 (a) Annual increments in accordance with the applicable salary grid shall be provided based on the start date of the employee in the applicable salary range, if the employee entered the salary range as a new hire or due to a promotion.

(b) If an employee transfers to a position within the same classification and there is no change in salary, the start date of the position that the employee transferred from continues as the date for receiving annual increments for the new position.

(c) If an employee is transferred to a position not within the same classification and there is a lowering of salary, the start date of the position that the employee was transferred to becomes the date for receiving annual increments.

(d) (i) If an employee assumes the duties of acting position within a higher salary band, the start date in the position becomes the anniversary date for that individual for the period of the assignment. Annual salary progression increments shall be provided only if the employee has performed the duties of the acting assignment for a period that is greater than one year, subject to subsection (iii).

(ii) In the event an employee has ended the term of an acting assignment and is then reassigned to an acting position, same job title and salary band, within a period that is not greater than 13 weeks from the end of the original assignment, his/her anniversary date will be adjusted to reflect both periods of service in the acting position for the purpose of salary administration.

(iii) During an acting assignment, including an excluded assignment, if the employee would have received an annual salary increase in his or her home position, the five percent (5%) differential between the home position and the acting position shall be maintained. The employee's anniversary date in his or her home position will be recognized for the purpose of salary administration.

(iv) Upon completion of an acting assignment and return to the home position the employee's original anniversary date in the home position will be recognized for the purpose of salary administration.

Payday

20.05 Employees shall be paid on a bi-weekly basis on alternate Thursdays. When a designated paid holiday falls on a designated payday, employees shall receive their pay on the preceding day.

New Hires

20.06 (a) The Employer agrees that all new employees shall be hired at the first step of the salary range applicable to their position. The Employer reserves the right to hire Investigators at up to the two (2) year rate provided the employee has previous investigative experience, unless there is mutual written agreement between the parties that an Investigator may be hired at the three (3) year rate in exceptional circumstances. The Employer reserves the right to hire Early Resolution Officers at up to the two (2) year rate provided the employee has previous related experience.

(b) The Employer may underfill a position with a candidate who does not meet the basic requirements of the position. The Employer will advise the Union of any such decision. The underfill position shall be paid at five percent (5%) less than the first salary step for the position. Once the employee has met the basic requirements of the position the underfill status shall be lifted and the employee shall advance to the first salary step for the position. An underfill shall be for a maximum of twelve (12) months.

In the case of an internal employee underfilling a position whose salary is higher than the minimum of the range for the higher position, that individual's salary will be frozen (rather than raised or reduced five percent (5%)). Once such employee has met the basic requirements of the position, the underfill status shall be lifted, and the employee shall advance at least one full salary step (5%) to the next applicable salary step on the employee's anniversary date in the position.

Acting Pay

20.07 (a) When an employee is required to assume the majority of the responsibilities of a position in a higher band, such employee shall receive the bottom of the range of the higher band, or be placed at the salary step for that position that is at least five percent (5%) above the employee's current salary, whichever is greater, for the duration of the assignment, provided that the responsibilities for positions in band 4 or lower are performed for at least five (5) consecutive working days; and for positions in band 5 or higher, the responsibilities must be performed for at least ten (10) consecutive working days.

(b) When an employee is assigned by the Employer to an excluded or management position to fill a temporary vacancy, such employee shall receive the bottom of the range of the position or be provided with at least a five percent (5%) increase above the employee's current salary, whichever is greater, for the duration of the assignment provided the excluded or management responsibilities are performed for at least ten (10) consecutive working days.

(c) The employee acting in an excluded or management position will continue membership within the Union and shall retain all rights and obligations under this agreement, except that bargaining unit seniority will not continue to accumulate beyond two (2) months for an excluded/management assignment. A bargaining unit employee will not be assigned to an excluded or management position to fill a temporary vacancy for more than fifteen (15) continuous months unless mutually agreed upon between the Employer and the Union.

Promotion Pay

20.08 When an employee has been promoted to a position in a higher band, he or she will be placed at the minimum salary for that position or to the salary step that provides the employee with at least a five percent (5%) increase. The employee will proceed to the next salary step after one (1) year.

Transfer Pay

20.09 (a) When an employee has been transferred laterally to a position within the same band, the employee shall not be entitled to a change in pay since there is no change in salary range.

(b) When the Employer has transferred an employee to a position within a lower band, the employee shall maintain his or her salary but the salary shall be frozen if it is above one hundred percent (100%) of the lower band salary range.

(c) When the Employer has transferred an employee, at the request of the employee and the approval of the Employer, into a position within a lower band, the employee shall be paid at the same salary step of the lower band.

Cost of Living Allowance

20.10 A Cost of Living Allowance (COLA) in respect of any fiscal year may be granted to staff as determined by the Ombudsman, provided that the COLA for any year shall not be less than that received by the Ontario Public Service.

ARTICLE 21 - Duration and Renewal of the Agreement

Duration

21.01 This agreement shall remain in full force and effect until March 31, 2020, and unless written notice of a desire to bargain for a revised agreement is given by either party, or unless written notice is given by either party for the termination of the agreement in accordance with Article 21.02, this agreement shall automatically continue from year to year thereafter.

Notice

21.02 Either party may not more than ninety (90) days before any expiry date hereof, give written notice of a desire to terminate the Agreement or a desire to bargain for a revised Agreement.

Agreement in Effect

21.03 During the negotiations for a renewal Agreement, this Agreement shall remain in full force and effect subject to the provisions of the *Labour Relations Act*.

ARTICLE 22 -Temporary Employees

Exclusions

22.01 Subject to the modifications as specified in this Article, all other Articles of this Agreement shall have full application to all temporary members excluding the following: 4.04, 5.01, 5.03, 6.01, 6.02, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09, 6.10, 7.01, 7.02, 7.03, 7.04, 7.06, 8.01, 8.02, 8.03, 8.04, 8.05, 8.06, 8.07, 8.08, 8.09, 9.02(b), 9.03(b), 9.04, 9.05, 11.05, 11.06, 11.08, 12.02, 12.03, 12.04, 12.05, 12.06, 12.07, 12.08, 12.09, 13.02, 13.03, 13.04, 13.05, 13.06, 13.07, 13.08, 13.09, 13.10, 14.01, 14.02, 14.03, 14.04, 14.05, 15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 20.04, 20.07, 20.08, 20.09

Purpose

22.02 Temporary employees may be hired for the purpose of:

- (i) replacement of permanent employees who are on leave with or without pay;
- (ii) short term assignments;
- (iii) non-recurring work; and,
- (iv) special projects.

Duration

- 22.03 Temporary employees may be hired for a period of up to twelve (12) months or for a greater period if otherwise agreed upon by the Employer and the Union.

Health and Welfare Benefits

- 22.04 Temporary employees will be entitled to an additional amount equal to nine per cent (9%) of total earnings in lieu of health and welfare benefits.

Lieu Time

- 22.05 A temporary employee who performs work on a designated paid holiday or in excess of their normal scheduled weekly hours shall be entitled to either payment at time and one-half or equivalent lieu time for the hours so worked. Lieu time must be taken with thirty (30) working days at a time mutually agreed to by the employee and Manager or designate.

Such time must be approved in advance and the time worked must be logged and reported by the employee in segments of not less than fifteen (15) minutes.

Vacation Pay

- 22.06 Every temporary employee is entitled to an additional amount equal to four per cent (4%) of total earnings as vacation compensation.

Statutory Holiday Pay

- 22.07 Temporary employees will be paid statutory holiday pay based on the total amount of wages and vacation pay paid to the employee in the four workweeks before the workweek in which the statutory holiday occurs, divided by 20.

Seniority

- 22.08 Seniority does not accrue for temporary employees.

Notification to Union

- 22.09 The Union will be notified, in writing, of any temporary employees hired and the nature and duration of the assignment.
- 22.10 A temporary employee who becomes a permanent employee shall be credited with one hundred percent (100%) of their past service with the Employer for the purposes of placement on the salary grid, provided that the temporary service is continuous with the commencement of permanent service.

ARTICLE 23 - Casual Employees**Exclusions**

- 23.01 Subject to the modifications as specified in this Article, all other Articles of the Agreement shall have full application to all casual members excluding the following: 4.04, 4.05, 5.01, 5.03, 6.01, 6.02, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09, 6.10, 7.01, 7.02, 7.03, 7.04, 7.06, 7.07, 8.01, 8.02, 8.03, 8.04, 8.05, 8.06, 8.07, 8.08, 8.09, 9.02(b), 9.03(b), 9.04, 9.05, 11.05, 11.06, 11.08, 12.01, 12.02, 12.03, 12.04, 12.05, 12.06, 12.07, 12.08, 12.09, 13.02, 13.03, 13.04, 13.05, 13.06, 13.07, 13.08, 13.09, 13.10, 14.01, 14.02, 14.03, 14.04, 14.05, 15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 20.02, 20.04, 20.07, 20.08, 20.09, 22.01, 22.02, 22.03, 22.04, 22.05, 22.06, 22.07, 22.08, 22.10

Purpose

- 23.02 A casual employee is an employee hired for a task and whose period of employment does not extend beyond nine (9) days in four (4) consecutive weeks, or whose employment is on an irregular or on-call basis.

Health and Welfare Benefits

- 23.03 Casual employees will be entitled to an additional amount equal to nine percent (9%) of total earnings in lieu of health and welfare benefits.

Statutory Holiday Pay

- 23.04 Casual employees will be paid statutory holiday pay based on the total amount of wages and vacation pay paid to the employee in the four workweeks before the workweek in which the statutory holiday occurs, divided by 20.

Vacation Pay

- 23.05 Every casual employee is entitled to an additional amount equal to four percent (4%) of total earnings as vacation compensation.

Seniority

- 23.06 Seniority does not accrue for casual employees.

Notification to Union

- 23.07 The Union will be notified, in writing, of any casual employees hired and the nature of the assignment.

DATED AT TORONTO, ONTARIO THIS 26 DAY OF February 2018

FOR THE UNION

FOR THE EMPLOYER

Bargaining Unit Salary Grid - As of April 1, 2015

with 1.5% increase

	Starting	1 Year	2 Year	3 Year	4 Year
Band 1	41,755	44,364	46,974	49,584	52,193
Bilingual Receptionist					
Band 2	44,859	47,663	50,466	53,270	56,074
Administrative Assistant					
Band 3	48,492	51,523	54,553	57,584	60,615
Records and Archives					
Band 4	52,808	56,109	59,409	62,710	66,011
Accounting Analyst					
End User Support					
Research Assistant					
Band 5	57,862	61,479	65,095	68,711	72,328
Information Officer					
Band 6	63,917	67,911	71,906	75,901	79,896
Early Resolutions Officer					
Communications Officer					
Band 7	74,214	78,852	83,490	88,129	92,767
Investigator					
Programmer/Analyst					
Band 8					
Empty Band					

Bargaining Unit Salary Grid - As of April 1, 2016

with 1.5% increase; additional 1% for ERO & Investigators

	Starting	1 Year	2 Year	3 Year	4 Year
Band 1	42,381	45,030	47,679	50,327	52,976
Bilingual Receptionist					
Band 2	45,532	48,378	51,223	54,069	56,915
Administrative Assistant					
Band 3	49,219	52,295	55,372	58,448	61,524
Records and Archives					
Band 4	53,601	56,951	60,301	63,651	67,001
Accounting Analyst End User Support Research Assistant					
Band 5	58,730	62,401	66,072	69,742	73,413
Information Officer					
Band 6 - A	64,875	68,930	72,985	77,039	81,094
Communications Officer					
Band 6 - B	65,524	69,619	73,715	77,810	81,905
Early Resolutions Officer	35				
Band 7 - A	75,327	80,035	84,743	89,451	94,158
Programmer/Analyst					
Band 7 - B	76,080	80,835	85,590	90,345	95,100
Investigator					
Band 8					
Empty Band					

Bargaining Unit Salary Grid - April 1, 2017

with 1.6% increase; additional 1% for ERO & Investigators

	Starting	1 Year	2 Year	3 Year	4 Year
Band 1	43,059	45,750	48,441	51,133	53,824
Bilingual Receptionist					
Band 2	46,260	49,152	52,043	54,934	57,825
Administrative Assistant					
Band 3	50,007	53,132	56,258	59,383	62,508
Records and Archives					
Band 4	54,458	57,862	61,265	64,669	68,073
Accounting Analyst End User Support Research Assistant					
Band 5	59,670	63,399	67,129	70,858	74,587
Information Officer					
Band 6 - A	65,913	70,033	74,153	78,272	82,392
Communications Officer					
Band 6 - B	67,238	71,441	75,643	79,845	84,048
Early Resolutions Officer					
Band 7 - A	76,532	81,315	86,098	90,882	95,665
Programmmmer/Analyst					
Band 7 - B	78,070	82,950	87,829	92,708	97,588
Investigator					
Band 8					
Empty Band					

Bargaining Unit Salary Grid - April 1, 2018					
with 1.8% increase					
	Starting	1 Year	2 Year	3 Year	4 Year
Band 1	43,834	46,574	49,313	52,053	54,793
Bilingual Receptionist					
Band 2	47,093	50,036	52,980	55,923	58,866
Administrative Assistant					
Band 3	50,907	54,089	57,270	60,452	63,634
Records and Archives					
Band 4	55,438	58,903	62,368	65,833	69,298
Accounting Analyst					
End User Support					
Research Assistant					
Band 5	60,744	64,540	68,337	72,133	75,930
Information Officer					
Band 6 - A	67,100	71,294	75,487	79,681	83,875
Communications Officer					
Band 6 - B	68,448	72,727	77,005	81,283	85,561
Early Resolutions Officer					
Band 7 - A	77,910	82,779	87,648	92,518	97,387
Programmer/Analyst					
Band 7 - B	79,476	84,443	89,410	94,377	99,344
Investigator					
Band 8					
Empty Band					

Bargaining Unit Salary Grid - April 1, 2019					
with 1.8% increase					
	Starting	1 Year	2 Year	3 Year	4 Year
Band 1	44,623	47,412	50,201	52,990	55,779
Bilingual Receptionist					
Band 2	47,941	50,937	53,933	56,930	59,926
Administrative Assistant					
Band 3	51,823	55,062	58,301	61,540	64,779
Records and Archives					
Band 4	56,436	59,964	63,491	67,018	70,545
Accounting Analyst End User Support Research Assistant					
Band 5	61,837	65,702	69,567	73,432	77,297
Information Officer					
Band 6 - A	68,308	72,577	76,846	81,115	85,384
Communications Officer					
Band 6 - B	69,681	74,036	78,391	82,746	87,101
Early Resolutions Officer					
Band 7 - A	79,312	84,269	89,226	94,183	99,140
Programmmmer/Analyst					
Band 7 - B	80,906	85,963	91,019	96,076	101,133
Investigator					
Band 8					
Empty Band					