

**MEMORANDUM OF SETTLEMENT**  
of all outstanding matters in dispute

Between:

**The Office of the French Language Services Commissioner  
/ Commissariat aux services en français**

("the Employer")

- and -


**Association of Management, Administrative and Professional Crown Employees of Ontario**

("the Association")

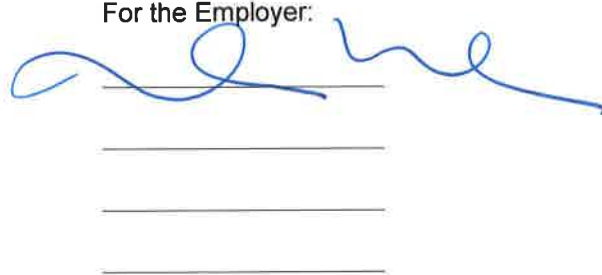
1. The parties agree, subject to ratification by both parties, to the terms and conditions of the Collective Agreement as amended by the following agreed to items. Ratification by both parties shall be deemed to have occurred on the latest date on which ratification occurs by the employees in the bargaining unit and by the Employer. The ratification process will be completed by both parties on or before [Date], unless agreed otherwise.
2. The renewal of the Collective Agreement shall be effective on the date of ratification by both parties and shall expire on the 31<sup>st</sup> day of March 2018.
3. Except as provided otherwise in the terms of the Memorandum of Settlement, any changes to benefits shall be effective on the first day of the month following the month in which ratification by both parties occurs.
4. Except as provided otherwise in the terms of the Memorandum of Settlement, all other changes to the most recently expired Collective Agreement shall be effective on the date of ratification by both parties.
5. The renewal Collective Agreement shall be in the form of the most recently expired Collective Agreement, as amended by the attached. It is understood that some editing and renumbering may be necessary. The parties acknowledge that the proposed tentative collective agreement has numerous references to the Crown, the Government of Ontario, Ministries and other terms used to describe the OPS employer. The parties agree that all such references are to be read as meaning "the Employer" and/or "the Office of the French Language Services Commissioner" as applicable.
6. The undersigned unanimously agree to recommend these terms of settlement attached as Appendix A to their respective principals and, in the case of the signatories for the Association, to the bargaining unit employees.

Dated at Toronto, this \_\_ day of \_\_\_\_\_ 2016.

For the Association:



For the Employer:



# 1. New Appendix – Collective Agreement Review Committee

NEW APPENDIX

[Date of Ratification]

COLLECTIVE AGREEMENT REVIEW COMMITTEE

## LETTER OF UNDERSTANDING

**Mr. Burke Moffat  
Labour Relations Specialist, AMAPCEO  
1 Dundas Street West  
Toronto, Ontario  
M5G 1Z3**

**Re: Collective Agreement Review Committee**

The parties agree to establish a joint committee to discuss the streamlining of the current collective agreement to better reflect the size and scope of the Office of the French Language Services Commissioner. This committee will meet within 90 days of the date of ratification.

There shall be two (2) AMAPCEO representatives from the bargaining unit on the committee who will be treated in accordance with Articles 8.2.1 and 8.2.2 of the collective agreement.

It is not the intent of the parties that this committee will reduce any entitlement in any way.

The Employer will share a list of Collective Agreement Articles it wishes to review (15) days prior to the first meeting of the joint committee. The Association, upon reviewing the Employer's list, will share a list of additional Article, if any, it wishes to discuss within (10) days of receipt of the Employer's list. Within (90) days following the initial meeting, the Employer will share with the Association its proposed amendments to the Articles it had previously identified. Within (90) days of receipt of the Employer's proposed amendments, the Association will share with the Employer its proposed amendments in response.

The joint committee will meet quarterly in calendar year 2017 with the intent of finalizing proposed revisions for the purposes of streamlining the collective agreement in advance of the next round of collective bargaining. On agreement of the parties, the committee may add additional meeting dates. At any point following the initial committee meeting, either party may provide notice of withdrawal from the committee, and no further meetings will be scheduled.

The parties agree that discussions at the joint committee will be without prejudice and precedent, and any agreed to language will be subject to ratification as part of the next round of collective bargaining.

Sincerely,

**Jean-Gilles Pelletier  
Directeur général / Executive Director  
Commissariat aux services en français / Office of the French Language Services Commissioner**

[This letter does not form part of the Collective Agreement]

## 2. Article 1 – Recognition

### ARTICLE 1 - RECOGNITION

- 1.1 **The Employer recognizes the Association of Management, Administrative and Professional Crown Employees of Ontario as the exclusive bargaining agent for a bargaining unit composed of all employees save and except the French Language Services Commissioner and persons who exercise managerial functions or who are employed in a confidential capacity relating to labour relations within the meaning of the Ontario Labour Relations Act.**

~~The Government recognizes the Association of Management, Administrative and Professional Crown Employees of Ontario as the exclusive bargaining agent for a bargaining unit composed of all Crown employees as defined in Section 1 of CECBA, 1993 who are Public Servants in the classifications set out in the list of classifications attached as Schedule 1 to this collective agreement, all Go Temp employees, students and interns working in those classifications, and all employees in any newly established classification that is subsequently agreed, or determined by the OLRB, to be materially similar to a classification in the unit, (save and except persons who exercise managerial functions or who are employed in a confidential capacity relating to labour relations, or lawyers and engineers who are employed in their professional capacity, or those employed in HR Ontario including Regional Service Delivery Centres and Strategic HR Units, or persons employed in the Correctional Bargaining Unit or persons employed at the Ontario Police College, the Ontario Provincial Police Academy, or under the supervision of the Commissioner of the OPP or the Chief Firearms Officer for Ontario.)~~

~~The parties agree that paragraphs 3, 4, 5 and 6 and Appendix B of the September 10, 2008 Agreement form part of the collective agreement, and that the September 10, 2008 Agreement overrides and replaces all prior agreements and settlements between these parties concerning the recognition, treatment and scope of AMAPCEO as a tag-end bargaining unit, as well as replacing, in respect of the seventh unit, OIC 243/94. For clarity, paragraph 5 of the recognition clause settlement dated September 8, 2004, providing for parallel classifications in the AMAPCEO unit where a deleted MCP classification is reinstated, continues to apply, and nothing herein affects the revised recognition clause set out in this article.~~

~~Effective October 1, 2013 the following recognition clause will apply:~~

~~The Government recognizes the Association of Management, Administrative and Professional Crown Employees of Ontario as the exclusive bargaining agent for a bargaining unit composed of all Crown employees as defined in Section 1 of CECBA, 1993 who are Public Servants in the positions and classifications set out in Schedule 2 to this collective agreement. For clarity, Schedule 2 includes all classifications and positions previously encompassed by Schedule 1 that have been assigned to a classification level as of the signing of this collective agreement, as well as any positions or classifications included in Schedule 1 that have not, as of the signing of this collective agreement, been assigned to a level in the new job evaluation/classification system, as well as all Go Temp employees, students and interns working in those classifications and positions, and all employees in any newly established classification or position that is subsequently agreed, or determined by the OLRB, to be materially similar to a classification or position in the unit, (save and except persons who exercise managerial functions or who are employed in a confidential capacity relating to labour relations, or lawyers and engineers who are employed in their professional capacity, or those employed in HR Ontario including Regional Service Delivery Centres and Strategic HR Units, or persons employed in the Correctional Bargaining Unit or persons employed at the Ontario Police College, the Ontario Provincial Police Academy, or under the supervision of the Commissioner of the OPP or the Chief Firearms Officer for Ontario.)~~

~~The parties agree that paragraphs 3, 4, 5 and 6 and Appendix B of the September 10, 2008 Agreement form part of the collective agreement, and that the September 10, 2008 Agreement overrides and~~

~~replaces all prior agreements and settlements between these parties concerning the recognition, treatment and scope of AMAPCEO as a tag-end bargaining unit, as well as replacing, in respect of the seventh unit, OIC 243/94. For clarity, paragraph 5 of the recognition clause settlement dated September 8, 2004, providing for parallel classifications in the AMAPCEO unit where a deleted MCP classification is reinstated, continues to apply, and nothing herein affects the revised recognition clause set out in this article.~~

~~For further clarity, the parties agree that the Government continues to recognize AMAPCEO as the exclusive bargaining agent for all classifications and positions, previously covered by the recognition clause contained in Article 1.1 of the collective agreement, and that the change to the new job evaluation/ classification system structure and the amendments to the recognition clause neither alter, expand nor erode the scope of the bargaining unit.~~

### **3. Article 8 – Leave of Absence for Association Activities**

- 8.1.1 The Employer agrees to provide leave of absence from full time employment, or partial leaves of absence for up to half of full time employment, with pay and no loss of credits for up to the equivalent of ~~six (6)~~ **one (1)** full time positions, for members of the Association to conduct business of the Association. The leaves of absence will be renewed annually.
- 8.1.2 Upon the expiry of any leave of absence, the employee on leave shall be returned to his or her former position and location if such position and location still exist. The Employer and the employee may agree on another position to which he or she may be returned, subject to the requirements of the collective agreement. If the employee's position is declared surplus during the leave, then the employee retains all rights under Article 27. However, notwithstanding Article 27.3.11, the Employer shall attempt to find on an ongoing basis, a direct assignment for the employee throughout the period that the employee is on leave. In the event that no direct assignment is found before the leave expires, then upon the expiry of the leave, notwithstanding Article 27, the employee shall be assigned with no loss of pay or benefits, to an equivalent or similar position within the geographic parameters specified in the employee's portfolio; however it is agreed that such an assignment will not result in a promotional salary increase.
- 8.1.3 For clarity, Article 8.1.2 applies to employees who are on a full time leave of absence of at least 6 consecutive months, and who are:
- (a) on a leave from full time employment pursuant to Article 8.1.1, or
  - (b) on a partial leave of absence pursuant to Article 8.1.1 which together with Association leave under Articles 8.2, 8.3, 8.4, 8.5, and 8.6 amounts to a full time leave of absence.
- AMAPCEO agrees to inform the Employer of the members who are covered by this provision.
- 8.2.1 With notice, AMAPCEO representatives are entitled to take time off with pay and no loss of credits if reasonably engaged in meetings with management on issues relating to labour relations, including collective bargaining or to the enforcement of this Agreement or processing claims involving the statutory rights of employees *vis à vis* the Employer, unless the time off would impair operational requirements.
- 8.2.2 The Employer agrees that AMAPCEO representatives may take time off with pay and no loss of credits for reasonable preparation time for meetings with the Employer on behalf of the Association, so long as proper notice is given, and this does not impair operational requirements. This article does not apply to time spent preparing for any meetings under Article 15 (Dispute Resolution) or collective bargaining.
- 8.2.3 Members of the Association granted leaves of absence under Article 8.2.1 for the specific purpose of collective bargaining shall also be granted reasonable time off with pay and no loss of credits for the

purpose of preparation time and/or to attend Association bargaining team caucus sessions held immediately prior to the commencement of such negotiations, mediation or arbitration, or other periods during negotiations, mediation or arbitration where either party is not available.

- 8.3 Association Chapter Chairs, or his or her designees shall be granted a leave of absence with pay and no loss of credits to conduct the internal affairs of the Association on the following basis:
- (a) only the Chapter Chair, or his or her designees shall be granted such leave;
  - (b) the leave shall be for a single period of not more than four (4) hours every three (3) weeks, and unused leave shall not be cumulative;
  - (c) the leave shall, to the extent possible, be taken at the same time on the same day every three (3) weeks, as pre-arranged between the Chapter Chair and his or her supervisor;
  - (d) the Chapter Chair shall not, during his or her period of leave, engage any other employee during that employee's working hours, or interfere in any manner with the conduct of the Employer's business; or engage in any unauthorized use of the Employer's equipment or resources; and,
  - (e) this leave does not include travel time.
- 8.4 The Employer shall grant time off to a maximum of five (5) days per calendar year for each Association representative with pay and no loss of credits for the purpose of labour relations education, unless such time off would impair operational requirements.
- 8.5 Notwithstanding Article 8.1, AMAPCEO may at its discretion require ~~up to one hundred (100) additional~~ members to participate in Association business, who shall be granted leaves of absence with pay and no loss of credits for hourly increments of up to five (5) hours or full days. The total number of full days off in any calendar year shall not exceed **fifty (50)** ~~nine hundred (900)~~ days. Leaves of absence granted under this subsection shall include reasonable travel time. The Association will attempt to give as much notice as possible in respect of any leave of absence under this subsection and, in any event, not less than five (5) business days notice.
- 8.6 Upon at least twenty-one (21) calendar days' written notice by the Association, leaves of absence with pay and no loss of credits shall be granted for not more than three (3) days annually for each employee delegate for the purpose of attending the Association's Delegates' Conference(s).
- 8.7.1 The Association will reimburse the Employer for approved leaves taken by employees under sections 8.1.1, 8.2.3, 8.4, 8.5 and 8.6 for salary and all benefits including the Employer's share of contributions required by statute and pension contributions.
- 8.7.2 The Employer may invoice the Association for reimbursable leaves on a quarterly basis for approved leaves taken by employees during the preceding quarter. In addition, the Employer will make every effort to submit invoices each April 1<sup>st</sup> for any approved leave taken by employees, not yet invoiced in the preceding fiscal year, to the Association.
- 8.7.3 Where the Employer submits an invoice within the time frames provided in Article 8.7.2, the Association will remit payment for approved leaves taken by employees within thirty (30) calendar days of receipt of the Employer's invoice.

## **4. Article 15—Dispute Resolution Procedure**

### **ARTICLE 15 - DISPUTE RESOLUTION PROCEDURE**

#### **15.1 Statement of Intent**

The Employer and the Association acknowledge the importance of resolving disputes arising from the interpretation, application, administration or alleged violation of this agreement, (hereafter referred to as “disputes”), at an early stage, and, wherever possible, at the local level, in order to foster a harmonious and productive working environment. In this respect, the parties recognize the importance of informal means of resolving employee complaints at the lowest level possible before they become formal disputes under this Article and that nothing in this Article is intended to discourage the ordinary local workplace resolution of employee complaints outside of this dispute resolution process. The parties further acknowledge the importance of full disclosure of issues and open discussion throughout the process to facilitate mutually acceptable resolutions.

#### **15.2 Informal Resolution Stage**

15.2. An employee who has a complaint may raise the complaint with his or her manager, with a view to having that complaint resolved without having to invoke the Formal Resolution stage of this Dispute Resolution Procedure, the employee shall have the right to be accompanied and represented by an Association representative at this stage of the Dispute Resolution Procedure.

#### **15.3 Formal Resolution Stage**

15.3.1 If the complaint is not resolved to the satisfaction of the employee through the informal resolution stage, the Association, on behalf of the employee, may submit a dispute in writing to the manager, for transmittal to the designated management representative, within thirty (30) days after the circumstances giving rise to the complaint have occurred, or have come or ought reasonably to have come to the attention of the employee.

15.3.2 It is agreed that the Formal Resolution designated management representative will have the authority to work towards resolving the dispute and that, no manager who has dealt with a complaint at the Informal Resolution Stage will be designated at the Formal Resolution Stage. A designated management representative shall hold a meeting with the Association and the employee within fifteen (15) days of the submission of the dispute at the Formal Resolution Stage and shall give the representative of the Association present at the meeting and the employee a decision in writing, within seven (7) days of the meeting.

#### **15.4 Referral to Arbitration**

15.4.1 If the dispute is not resolved at the Formal Resolution Stage, the Association, on behalf of the employee, may submit the dispute in writing to arbitration under Article 15.9 within fifteen (15) days of the date that the representative of the Association present at the meeting received the decision at the Formal Resolution Stage. In the event that no decision in writing is received in accordance with the specified time limits at the Formal Resolution Stage, the Association may submit the dispute to arbitration, within fifteen (15) days of the date that the designated management representative was required to give the decision in writing in accordance with the Formal Resolution Stage.

#### **15.5 General**

15.5.1 The employee shall have the right to be accompanied and represented by an Association representative at the Formal Resolution Stage of this procedure.

15.5.2 An employee who has initiated a complaint or dispute under this Article shall be given time off with no loss

of pay and no loss of credits to attend meetings with management under this Article.

- 15.5.3 Article 15.5.2 shall also apply to the Association representative who is authorized to represent the employee.
- 15.5.4 Where a complaint or dispute has not been processed by the employee or the Association within the time period prescribed it shall be deemed to have been withdrawn.
- 15.5.5 The time limits contained in this Article may be extended by agreement of the parties in writing.
- 15.5.6 In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.
- 15.5.7 The parties agree to fully disclose, at the earliest stage of the dispute resolution procedure, all information on which they rely in support of or in response to a complaint or dispute, including disclosure of any facts relied upon by Management in a decision that is subject to a complaint or dispute.
- 15.5.8 At the Association's option, participation by the Association representative or the employee in meetings required under the formal dispute resolution process may be conducted by teleconference, subject to the right of the Employer to select additional representatives who will participate by teleconference.
- 15.5.9 The Employer shall not take any reprisals against an employee for initiating or pursuing a dispute pursuant to this Article.

#### **15.6 Group Dispute**

- 15.6.1 In the event that more than one (1) employee has the same dispute, and such employees would be entitled to file a dispute, the Association shall be entitled to present a group dispute in writing, signed by such employees, to the Executive Director, Office of the French Language Services Commissioner at the Formal Resolution Stage, within thirty days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of these employees. In such cases, no more than two (2) complainants may be in attendance at each stage unless otherwise mutually agreed.

#### **15.7 Association Dispute**

- 15.7.1 Where a dispute arises between the Employer and the Association, the Association shall be entitled to file an Association dispute at the Formal Resolution Stage of the dispute resolution procedure provided it does so within thirty (30) days after the circumstances giving rise to the dispute have occurred or have come or ought reasonably to have come to the attention of the Association.
- 15.7.2 Where the dispute between the Employer and the Association involves more than one (1) ministry, the Association shall be entitled to file a dispute at the Formal Resolution Stage with the Employer provided it does so within sixty (60) days after the circumstances giving rise to the dispute have occurred or have come or ought reasonably to have come to the attention of the Association.
- 15.7.3 An Association dispute shall be signed by an authorized Association representative.
- 15.7.4 An allegation that the Employer has not provided an insured benefit that has been contracted for in accordance with this agreement shall be pursued as an Association complaint filed under Article 15.6.

#### **15.8 Discharge, Suspension and Demotion Disputes**

- 15.8.1 Where an employee has been discharged, demoted or suspended for a period greater than five (5) days, the Association may present a dispute on his or her behalf directly at the Formal Resolution Stage.

## **15.9 Arbitration Provisions**

- 15.9.1 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including the question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either party may after exhausting the grievance procedure refer the difference or allegation to arbitration before a single arbitrator. In the event the parties are not able to agree on the appointment of an arbitrator, the party referring the difference of allegation shall request that the Minister of Labour appoint an arbitrator as per the Ontario Labour Relations Act.
- 15.9.2 An employee who has initiated a complaint and for whom the Association makes an application for a hearing before an arbitrator, or the Ontario Labour Relations Board, shall be allowed leave of absence with no loss of pay and no loss of credits if required to be in attendance by the Board or the arbitrator or the Tribunal. This Article shall also apply to the pre-hearings, mediation/arbitration or mediation under the auspices of an arbitrator/mediator, or arbitrator or the Ontario Labour Relations Board.
- 15.9.3 The Association and the Employer agree that all complaints arising under Article 15 that are referred to arbitration shall be determined by the arbitrator sitting alone.
- 15.9.4 The Association and the Employer agree that all hearings should commence in a timely manner and the parties will endeavour to ensure that each case is scheduled to begin not later than thirty (30) calendar days following the referral to arbitration.
- 15.9.5 The parties may agree to refer any complaint to a mediator/arbitrator who shall have all the powers of an arbitrator under the Labour Relations Act, including the powers of a mediator/arbitrator under the Labour Relations Act, and the decision of the mediator/arbitrator shall be final and binding upon the parties.
- 15.9.6 The costs of the arbitrator or arbitrator/mediator shall be shared equally by the parties.

## **5. Article 44 – Salary**

### **ARTICLE 44 – SALARY**

- 44.1 Effective April 1, 2014 – 0% ATB Increase  
Effective April 1, 2015 – 0% ATB Increase  
Effective April 1, 2016 – 1.4% ATB Increase  
Effective April 1, 2017 – 1.4% - ATB Increase

~~Effective April 1, 2012, the salary rates in effect on March 31, 2012, shall remain in effect, and are set out in Salary Schedule A (for clarity, the same salary schedule as on page 158-164 of the 2009-2012 collective agreement).~~

~~44.2 Effective October 1, 2013, the salary rates set out in Salary's Schedule A shall be replaced by Classification Levels and Salary Ranges Schedule B.~~

## **6. Article 30 – Vacation & Article 49 – Compensation Option Credit**

### **ARTICLE 30 - VACATION**

- 30.1.1 **Up to and including December 31, 2015, an** An employee shall earn vacation credits at the following rates:
- (a) One and one-quarter (1¼) days per month during the first eight (8) years of continuous service (fifteen (15) days per full calendar year);
  - (b) One and two-thirds (1⅔) days per month after eight (8) years of continuous service (twenty



(20) days per full calendar year);

- (c) Two and one-twelfth (2-1/12) days per month after fifteen (15) years of continuous service (twenty-five (25) days per full calendar year);
- (d) Two and one-half (2½) days per month after twenty-six (26) years of continuous service (thirty (30) days per full calendar year);
- (e) Where an employee has completed twenty-five (25) years of continuous service in the public service, there shall be added to the employee's accumulated vacation, on that occasion only, five (5) days vacation.

**30.1.1 Effective January 1, 2016, an employee shall earn vacation credits at the following rates:**

- (a) **One and three quarters (1 3/4) days per month during the first eight (8) years of continuous service (twenty-one (21) days per full calendar year);**
- (b) **Two and one sixth (2 1/6) days per month after eight (8) years of continuous service (twenty-six (26) days per full calendar year);**
- (c) **Two and three fifths (2 3/5) days per month after fifteen (15) years of continuous service (thirty-one(31) days per full calendar year);**
- (d) **Three (3) days per month after twenty-six (26) years of continuous service (thirty-six (36) days per full calendar year);**
- (e) **Where an employee has completed twenty-five (25) years of continuous service in the public service, there shall be added to the employee's accumulated vacation, on that occasion only, five (5) days vacation.**

...

**PT.6 Vacation**

**PT.6.1.1 Up to and including December 31, 2015, an employee shall earn a pro-rated portion of the vacation credits shown below based on the ratio that his or her weekly hours of work bear to full time employment.**

- (a) One and one-quarter (1¼) days per month during the first eight (8) years of continuous service (15 days per full calendar year);
- (b) One and two-thirds (1⅔) days per month after eight (8) years of continuous service (twenty (20) days per full calendar year);
- (c) Two and one-twelfth (2-1/12) days per month after fifteen (15) years of continuous service (twenty-five (25) days per full calendar year);
- (d) Two and one-half (2½) days per month after twenty-six (26) years of continuous service (thirty (30) days per full calendar year).

**PT.6.1.2 Where an employee has completed twenty-five (25) years of continuous service in the public service, there shall be added to the employee's accumulated vacation, on that occasion only, up to five (5) days based on the ratio that his or her weekly hours of work bear to full time employment.**

**PT.6.1.3 Effective January 1, 2016, an employee shall earn a pro-rated portion of the vacation credits shown below based on the ratio that his or her weekly hours of work bear to full time employment.**

- (a) **One and three quarters (1 3/4) days per month during the first eight (8) years of continuous service (twenty-one (21) days per full calendar year);**

- (b) Two and one sixth (2 1/6) days per month after eight (8) years of continuous service (twenty-six (26) days per full calendar year);
- (c) Two and three fifths (2 3/5) days per month after fifteen (15) years of continuous service (thirty-one(31) days per full calendar year);
- (d) Three (3) days per month after twenty-six (26) years of continuous service (thirty-six (36) days per full calendar year);

...

#### ARTICLE 49 - COMPENSATION OPTION CREDIT

49.1 ~~Effective January 1, 2016, employees are not entitled to accumulate compensation option credits. An employee is entitled to accumulate compensation option credits in each year up to December 31, 2014 for the portion of the year during which he or she is an employee at the rate of;~~

~~Effective April 1, 2004, for employees on payroll April 5, 2005:~~

- ~~(a) six twelfths (6/12) of one (1) credit per month in the year, if the employee is a full-time employee, and~~
- ~~(b) that portion of six twelfths (6 /12) of one (1) credit per month in the year that is equal to the portion that the employee's regularly scheduled hours of work bear to full employment, if the employee is a part-time employee.~~

49.2 ~~The compensation option credits that an employee is entitled to accumulate in a year under Article 49.1 shall be credited to the employee on the 1st day of January in the year or on the day in the year when the employee first becomes an employee, whichever is later.~~

49.3 ~~From the compensation option credits credited to an employee in a year in accordance with article 49.1 and 49.2 there shall be deducted, to a maximum of the credits credited to the employee in the year, credits at the rate set out in article 49.1 (a) or (b), as the case requires for;~~

- ~~(a) each whole month in the year throughout which the employee is on leave of absence without pay;~~
- ~~(b) each whole month in the year throughout which the employee receives benefits under the Long Term Income Protection Plan;~~
- ~~(c) each whole month in the year throughout which the employee receives benefits under an award made under the Workplace Safety and Insurance Act, 1997, if that month is after the first six months for which the employee received benefits under that award, and if the employee is into receiving payment for accumulated attendance credits or accumulated vacation credits in that month;~~
- ~~(d) each whole month in the year after the month in which the employee ceases to be an employee;~~
- ~~(e) each whole month in the year throughout which the employee is on a leave of absence with pay under Subsection 68(3) or (6) of the Management Board of Cabinet Compensation Directive, August 20, 2007, made under the Public Service of Ontario Act, 2006 or the month in the year, if less than the whole month in which the leave of absence with pay ends, and~~
- ~~(f) any month wholly comprised of consecutive periods of less than a month for which credit would be deducted under sections 49.3 (a) to (e) if the periods were whole months.~~

- 49.42 With the approval of the employee's manager, an employee may take leave of absence with pay in respect of some or all of the employee's accumulated compensation option credits at the rate of one day of leave of absence with pay for each compensation option credit to which the employee is entitled, and the employee's accumulated compensation option credits shall be reduced by the leave of absence with pay taken.
- 49.53 Each or part thereof by which a leave of absence with pay taken by a person under Article 49.42 exceeds the person's accumulated compensation option credits shall be deducted from the person's vacation credits, and the person shall repay to the Crown the salary paid to him or her for any day or part thereof of the leave of absence with pay that cannot be so deducted.
- 49.53.1 Any amount to be repaid under Article 49.53 may be deducted from any payment the employee is entitled to receive from the Employer in respect of salary or termination of employment or otherwise.
- 49.64 The parties agree that employees are entitled to use any accumulated compensation option credits to reduce the amount of unpaid leave required under the pension bridging option of Article 27. The parties also agree that no further accumulation of any credits shall accrue during the unpaid portion of the pension bridging option during which an employee is using accumulated compensation option credits.
- 49.75 Information regarding accumulated compensation option credits shall be available pursuant to Article 30.16.
- 49.6 **Any compensation option credits accumulated by an employee will be used in their entirety by no later than August 1, 2020 2022. Compensation option credits remaining after August 1, 2020 2022 will be forfeited. This issue shall not be reopened in subsequent collective bargaining.**

## **7. Article 51 – Term and Renewal**

### **ARTICLE 51 - TERM AND RENEWAL**

- 51.1 Unless otherwise specified, this agreement shall be effective from the date of ratification until ~~March 31, 2014~~ **March 31, 2018**.
- 51.2 Either party to the collective agreement may, within the period of ninety (90) calendar days before the agreement ceases to operate, give notice in writing of its desire to bargain with a view to the renewal with or without modification of the agreement then in operation or to the making of a new agreement.
- 51.3 In the event neither party gives notice to bargain in accordance with Article 51.2, this agreement shall be automatically renewed for a period of one (1) year.

## **8. Article 16 – Seniority/Continuous Service**

### **ARTICLE 16 - SENIORITY/CONTINUOUS SERVICE**

- 16.1 **Employees previously employed by the Office of the French Language Services Commissioner in the Office of Francophone Affairs prior to the January 1, 2014 transfer date, shall retain their seniority/continuous service date from the OPS, for the purpose of determining seniority under this collective agreement.**

**For all other employees, seniority will accumulate from the date of hire, subject to successful completion of the probationary period.**

~~16.1 An employee's seniority/continuous service will accumulate and shall be calculated as follows:~~

- ~~(a) from the date of appointment to the regular service for those employees with no prior service in the Ontario Public Service.~~
- ~~(b) for a fixed term employee appointed to a full time position in the regular service, from the date established by adding the actual number of full time weeks worked during his or her full time employment back to the first break in employment that is greater than thirteen (13) weeks. When calculating seniority in this situation, a period of part time fixed term employment shall neither constitute a break in service nor be counted towards seniority except that any full time weeks worked during such part time employment shall be calculated into the employee's seniority; or~~
- ~~(c) for a fixed term employee appointed to a regular part time position in the regular service, the greater seniority of:
  - ~~i) the later of January 1, 1984 or the date he or she commenced a period of unbroken, part-time employment in the fixed term service, immediately prior to appointment to a regular part time position; or~~
  - ~~ii) the actual number of full time weeks worked as a full time fixed term employee calculated pursuant to Article 16.1(b) above.~~~~

~~Notwithstanding the above, subject to Article 27, seniority is not credited until completion of the probationary period.~~