

# **2013-2017 COLLECTIVE AGREEMENT**

**between**

**THE CROWN IN RIGHT OF ONTARIO  
represented by  
MANAGEMENT BOARD OF CABINET**

**and**

**THE ONTARIO CROWN ATTORNEYS' ASSOCIATION (OCAA)**

**and**

**THE ASSOCIATION OF LAW OFFICERS OF THE CROWN (ALOC)**

**July 1, 2013 - June 30, 2017**

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## **SECTION I — GENERAL TERMS AND CONDITIONS OF EMPLOYMENT**

### **ARTICLE 1 – RECOGNITION OF ASSOCIATIONS<sup>1</sup>**

- 1.1 This Agreement applies to all lawyers represented by the Association of Law Officers of the Crown (hereinafter referred to as “ALOC”) and the Ontario Crown Attorneys’ Association (hereinafter referred to as “OCAA”) pursuant to the 2002- 2057 Framework Agreement.
- 1.2 The Government of Ontario as the Employer recognizes a council comprised of OCAA and ALOC as the exclusive bargaining agent representing lawyers employed in their professional capacity to negotiate the terms and conditions of employment pursuant to the 2002-2057 Framework Agreement, which Framework Agreement remains in full force and effect in accordance with its terms, including provision for enforcement of the Framework Agreement.
- 1.3 For greater certainty, OCAA represents lawyers employed in their professional capacity in the Criminal Law Division including fee-for-service lawyers who are either employees or dependent contractors as defined by the *Labour Relations Act*.
- 1.4 For greater certainty, ALOC represents all other lawyers employed by the Government of Ontario including lawyers employed in Commission Public Bodies prescribed under the *Public Service of Ontario Act, 2006* and any fee-for-service lawyers who are either employees or dependent contractors as defined by the *Labour Relations Act*. ALOC also represents all articling students, including in both the criminal and non-criminal law divisions.
- 1.5 Lawyers who exercise managerial functions or who are employed in a confidential capacity in matters relating to labour relations as defined in the *Labour Relations Act* are not represented by either Association and are, therefore, excluded from this agreement.
- 1.6 Should a dispute arise as to the inclusion/exclusion of any employees, the parties shall follow the procedures set out under Article 11 of the Framework Agreement.

### **ARTICLE 1A – NO DISCRIMINATION**

- 1A.1 It is understood that the parties are committed to principles which will foster and encourage diversity in the workplace.
- 1A.2 There shall be no discrimination or harassment practiced by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, same sex partnership status, or disability, as defined in section 10(1) of the *Ontario Human Rights Code (OHRC)*.
- 1A.3 The Employer has a general duty to take every precaution reasonable in the circumstances to protect an employee from personal harassment. Personal harassment is engaging in a course of vexatious comment or conduct against an employee in the workplace that is known or ought reasonably to be known to be unwelcome.

### **ARTICLE 2 – ASSOCIATION DUES DEDUCTION & HOME POSITION**

- 2.1 The following rules apply in respect to dues payable to the Associations:

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<sup>1</sup> Articles 1, 2, 3 and 4 of this Collective Agreement are taken from the 2002-2057 Framework Agreement.

- (a) The Employer shall deduct from the wages/fees of every regular and fixed term lawyer covered by this agreement a sum equivalent to the dues or assessments of the Association of which the lawyer is a member or is entitled to be a member.
- (b) The deductions referred to in clause 2.1(a) of this Article shall be remitted to the relevant Association forthwith, together with a list of the names and addresses of the lawyers in respect of whom deductions have been made.
- (c) Each Association must advise the Employer in writing of the amount of its dues and assessments. The amount so advised shall continue to be deducted until changed by further written notice from the relevant Association. The change shall be implemented within three (3) full pay periods after giving of notice.
- (d) Each Association agrees to indemnify and save the Employer harmless from any and all claims or other forms of liability whatsoever that may arise out of, or by reason of, deductions or remittances made to it by the Employer in accordance with this Article.
- (e) Association dues or assessments, or the equivalent amount, shall be itemized in the annual T-4 slip as annual membership dues or the equivalent amount for the relevant Association.

2.2 Lawyers from outside the ALOC and OCAA bargaining units temporarily assigned to an ALOC or OCAA position for a period of more than thirty (30) calendar days will on the 31<sup>st</sup> calendar day commence paying dues and be governed by the terms of the ALOC/OCAA collective agreement except that pensions and insured benefits as well as job security entitlements will continue to be governed by the rules applicable to the lawyer's home position.

2.2.1 When an ALOC or OCAA bargaining unit member is temporarily assigned to a position in another non-lawyer bargaining unit for a period of more than thirty (30) calendar days, he or she will on the 31<sup>st</sup> calendar day commence paying dues and be governed by the terms of the collective agreement of the position to which he or she has been assigned except that pensions, insured benefits, and job security entitlements, will continue to be governed by the rules applicable to the lawyer's home position.

2.2.2 When an ALOC or OCAA bargaining unit member is temporarily assigned to a non-bargaining unit position, including a management/excluded position, he or she shall continue to pay dues to ALOC or OCAA. He or she will also be governed by the other terms of the ALOC or OCAA collective agreement for the first 30 calendar days, but on the 31<sup>st</sup> calendar day, he or she will be governed by the non-bargaining unit or management/excluded position, with the exception of the home position pension, insured benefits, job security and competition entitlements, which will continue to govern. In addition, where the Employer's actions adversely affect the temporarily assigned lawyer's employment status or substantive rights in relation to her or his home position, that lawyer will continue to have the right to proceed to grievance and arbitration under the ALOC/OCAA collective agreement in relation to that matter.

2.2.3 When an ALOC bargaining unit member is temporarily assigned to an OCAA position or an OCAA bargaining unit member is temporarily assigned to an ALOC position, all entitlements as well as Association dues, will continue to be governed by the rules applicable to the lawyer's home position. The lawyer's dues will be directed to the Association representing his or her home position.

### **ARTICLE 3 – ASSOCIATION ACTIVITIES**

3.1 The following rules apply in respect to Association activities:

- (a) The Employer agrees to provide paid leave of absence from full time employment with continuation of all benefits on the request of either Association for up to three members of each Association as may be required to conduct business of the Association. The Association will reimburse the Employer for salary and all benefits including the Employer's share of contributions required by statute and pension contributions, and on such other terms as are agreed. The leaves of absence will be renewed annually. Upon the expiry of any leave of absence, the lawyer will be returned to the lawyer's former position and location if such position and location still exist. If the position does not exist, the lawyer shall be reinstated in accordance with the lay-off/ redeployment provisions in place at the time that the leave expires or in accordance with any other agreement. Notwithstanding the above, the Employer and lawyer may agree on a suitable position to which the lawyer will be returned, subject to the requirements of any agreement related to job security and redeployment or in accordance with any other agreement.
- (b) With notice, Association representatives are entitled to take time off with pay if reasonably engaged in meetings with management on issues relating to labour relations or assisting a lawyer in respect to any grievance under Article 6 of the Collective Agreement or for any reasonable time in preparing for any of these activities, unless the time off would impair operational requirements.
- (c) The Employer shall grant time off without pay for Association representatives for the purpose of labour relations education, unless the time off would impair operational requirements.

3.2 Upon request of either Association, the Employer shall:

- (a) provide the name, office, classification, employment status, salary level, date of commencement and date of appointment for all regular lawyers, and for any fixed term or ALOC fee-for-service lawyers and any contract or retainer expiry date, forthwith to the Association.
- (b) provide notification as soon as is reasonably possible to the relevant Association of any new lawyers including the information as provided in clause 3.2 (a) above, and the names of departing lawyers, or any lawyer going on a transfer or secondment with details of the transfer or secondment.
- (c) provide information as provided in clause 3.2 (a) above as well as contractual provisions in respect of any fee-for-service lawyer the Employer asserts is not engaged as a dependent contractor; and
- (d) provide to all lawyers, within a reasonable time, copies of or electronic access to this agreement, and any other documents which the Association may reasonably request and the Employer grant.

## **ARTICLE 4 – MANAGEMENT AND ASSOCIATIONS COMMITTEE**

### **4.1 Committee Mandate**

The Committee shall have representation from all parties for the purpose of discussing employment-related matters of mutual concern and to promote, support and recognize excellence and professionalism in the delivery of legal services in the Ontario Public Service. The Committee shall:

- (a) discuss employment matters of mutual concern, other than those matters which are the subject of collective bargaining between the parties;



- (b) be consulted on objective criteria/standards and fair procedures by which employee performance is assessed and evaluated pursuant to the provisions of the Collective Agreement;
- (c) review policies and practices relating to the operation of other provisions of the Collective Agreement to determine whether the provisions are consistently achieving the goals and objectives of the parties;
- (d) discuss strategic initiatives to promote effective leadership and management; and
- (e) carry out such other tasks and functions as provided by the Collective Agreement and such other tasks and functions as agreed by the Committee members.

The Committee shall conduct its meeting and carry out its work in an open and transparent manner having due regard to confidentiality requirements. The Committee shall encourage timely, open dialogue to promote constructive and harmonious relations.

The parties recognize that matters brought to the Committee that are primarily local, regional or divisional in nature should be initially discussed or dealt with at the local, regional and/or divisional levels.

Nothing in this Article affects the negotiation, mediation and Dispute Resolution Mechanism under Articles 3, 5 and 6 of the 2002-2057 Framework Agreement.

#### **4.2 Committee Chair and Location**

The Employer and the Associations will alternate the role of Chair for each meeting. The location of meetings will alternate between a location chosen by the Employer and one chosen by the Associations. The Chairperson of the meeting will determine its location.

#### **4.3 Committee Composition**

The Committee shall be composed of the following members:

- Assistant Deputy Attorney General, Criminal Law Division, or his/her representative and such representative will have the required authority to make decisions on behalf of the Division;
- Assistant Deputy Attorney General, Civil Law Division, or his/her representative and such representative will have the required authority to make decisions on behalf of the Division;
- Two representatives of the Ministry Human Resources Branch including the Committee Co-ordinator;
- Representative of the Centre for Public Sector Labour Relations and Compensation, Treasury Board Secretariat
- The President of the Ontario Crown Attorneys' Association, and one other OCAA representative; and
- The President of the Association of Law Officers of the Crown, and one other ALOC representative.

In addition to the designated members, the Employer, ALOC and OCAA may appoint up to two more persons as members of the Committee.

#### **4.4 Decision-Making Authority**

Where a representative attends a meeting on behalf of the specified Assistant Deputy Attorney General, it is understood that their decision-making authority on behalf of their division will be limited to those items already placed on the meeting's agenda.

#### **4.5 Frequency of Meetings, Agenda, Materials and Minutes**

The Committee will meet a minimum of once every two months unless otherwise agreed to by the parties with standing dates to be agreed by Committee members on an annual basis. Additional meetings may be scheduled if required, and mutually agreed to.

The agenda will include a review of all outstanding items from the previous agenda. Committee members must forward their suggested agenda items to the Committee's Coordinator at least ten (10) working days prior to the meeting. An agenda is to be finalized and circulated by the Committee's Coordinator at least five (5) working days in advance of the meeting. Matters for discussion at the Committee will be limited to items on the agenda unless, prior to the commencement of the meeting, the parties specifically agree that additional matters may be discussed.

Any materials for review or discussion at meetings will be provided to the Committee's Coordinator for distribution at least one week in advance of the meeting. Materials not distributed a week in advance may still be distributed before or at the meeting, and a notation will be made in the minutes.

Minutes of Committee meetings will reflect action required, responsibilities and timelines. It is the responsibility of each Committee member to ensure completion of their assigned tasks in accordance with the specified timelines. Meeting minutes will be prepared and distributed to Committee members by the Committee's Coordinator no later than ten (10) working days following the meeting. Meeting minutes will be reviewed, amended as agreed, and adopted at the start of the next following Committee meeting.

#### **4.6 Additional Procedural Matters**

The Committee shall establish its own procedures, sub-committees and other bodies or include individuals that may be required to assist the Committee to carry out its functions. These functions may include conducting research, gathering information, reviewing other practices and making presentations to the Committee. The Committee may agree to retain the services of a facilitator. In addition, by agreement between the parties at least five (5) working days prior to the meeting, the Committee shall be entitled to have additional resource personnel attend for specific agenda items.

However, the Committee shall have no power to alter, amend, add to or modify the terms of the Collective Agreement and the Framework Agreement.

### **ARTICLE 5 – DISCIPLINE AND DISCHARGE**

- 5.1 No lawyer shall be disciplined or discharged except for just and sufficient cause, except as provided in 5.5, and without his or her receiving beforehand a written notice showing the grounds on which the discipline or discharge is imposed. It is agreed that the Employer will apply a progressive discipline system.
- 5.2 Any disciplinary notation placed in a lawyer's file will be removed and no longer relied upon for any reason three (3) years after it has been placed in the file if no other related disciplinary notation has been placed in the file in the intervening period.
- 5.3 Upon written request, each lawyer shall have access to his or her employee file(s). The file will be produced within ten (10) business days after receipt of the request, unless in exceptional circumstances, with notice to the employee, additional time is required. The file shall be reviewed, in

the presence of a management representative, at a time mutually agreed upon between the employee and the management representative at the Human Resources Branch of the Ministry of the Attorney General. Where attending at the Human Resources Branch is not possible for the employee, reasonable alternative arrangements will be made.

5.4.1 Where a lawyer has been notified that he or she is required to attend a disciplinary interview, the lawyer may, at his or her option, be represented by a representative of his or her respective Association. The lawyer shall be responsible for arranging such representative for the appointed interview. For greater clarity, a lawyer may not bring a representative to the interview other than the one person provided by his or her respective Association. The Association representative may also be accompanied by Association legal counsel. Where the lawyer has elected to be represented, the Employer will provide the Association with reasonable advance notice of the meeting.

5.4.2 If the Employer permits a lawyer to be represented by his or her Association at a meeting other than a disciplinary interview, the Employer will provide reasonable advance notice of the meeting to the Association. For greater clarity, if the Association attends, a lawyer may not bring a representative to the interview other than the one person provided by his or her respective Association. The Association representative may also be accompanied by Association legal counsel.

5.4.3 In addition to representation rights with respect to discipline, where a lawyer has been notified that he or she is required to attend a meeting with a supervisor or other Employer representative with respect to termination of employment for any reason other than layoff or the non-renewal of fixed term contracts he or she may, at his or her option, be represented by a representative of his or her respective Association. The lawyer shall be responsible for arranging such representative for the appointed interview.

5.5.1 The parties agree that, in the circumstances described in a) and b) below, the just cause provision in 5.1 will only apply to culpable misconduct:

- (a) for the first eighteen (18) months from the date of appointment to the regular service in the case of a lawyer with less than eighteen (18) months prior fixed term service, and
- (b) for the first twelve (12) from the date of appointment to the regular service in the case of a lawyer with eighteen (18) months or more of prior fixed term service.

For greater certainty, a lawyer described above will only have access to arbitration to challenge his or her dismissal for culpable misconduct.

5.5.2 Nothing precludes the Employer from agreeing with a lawyer to reduce the eighteen (18) month time period described in 5.5.1(a) or the twelve (12) month time period described in 5.5.1(b).

5.5.3 Where the Employer dismisses a lawyer during the period described in 5.5.1 or 5.5.2, for reasons other than culpable misconduct, the lawyer is entitled to:

- (a) two (2) weeks salary where the lawyer's seniority, as defined in Section III (Job Security), Article 35 of this Collective Agreement, is less than one (1) year;
- (b) otherwise, one (1) month of salary for each completed year of seniority.

5.5.4 This provision (5.5) is intended to modify the application of s. 37(2) of *Public Service of Ontario Act, 2006*.

5.5.5 For clarity, Section III (Job Security) of this Collective Agreement, including any right to bumping, redeployment or recall, does not apply to a lawyer dismissed under this provision (5.5). However,

nothing in this provision (5.5) overrides the rights and obligations arising, under Section III, where a lawyer is laid off.

5.5.6 This provision (5.5) only applies to regular or fixed term lawyers initially hired on or after July 25, 2002.

## **ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCESS**

6.1 A grievance is defined as a difference between the Employer, one or both of the Associations and/or one or more of the lawyers on whose behalf this Collective Agreement was entered into, concerning the interpretation, application, administration or alleged violation of this Collective Agreement.

6.2 The Employer, the Associations and the lawyers acknowledge that it is in their mutual interest to resolve grievances expeditiously and as early in the grievance process as possible.

6.3 The parties agree to fully disclose at the earliest stages of this process all information on which they rely in support of or in response to a grievance.

6.4 A lawyer, who considers herself or himself aggrieved, will attempt, verbally or in writing, to obtain a satisfactory resolution with the Employer, assisted by his or her Association representative, if he or she so desires. If no satisfactory resolution is reached, the lawyer may lodge a grievance, in writing, through his or her Association.

The following steps and time limits apply to the processing of grievances:

### **6.5 Formal Resolution Stage**

6.5.1 A lawyer's grievance may be referred by the applicable Association to the Strategic Business Unit Director, who will in turn forward the grievance to the designated management representative. The grievance must be lodged within thirty (30) days of the decision giving rise to the grievance. The Associations may not bring a discipline or discharge grievance without consent of the lawyer. For any other grievances, in the event that a lawyer had not indicated his or her consent, the only relief that may be sought by the Association is a declaration that the Collective Agreement was contravened.

6.5.2 The designated management representative shall be from a different office in the case of ALOC or a different region in the case of OCAA. Where the grievance affects more than one office or region, the designated management representative will be the Assistant Deputy Attorney General or their designee. The designated management representative shall hold a meeting with the Association and the lawyer within fifteen (15) days of receipt of the Association's notice that the grievance was being referred to the Formal Resolution Stage of the grievance process. The Employer's final decision shall be rendered within ten (10) days of the meeting.

### **6.6 Referral to Arbitration**

6.6.1 If the grievance is not resolved at the Formal Resolution Stage, either party may initiate the single mediator/arbitrator procedure, pursuant to Article 6.7, within fifteen (15) days of receipt of the Employer's final decision, or, if no final decision is issued, within twenty-five (25) days of the delivery of the Association's notice of referral to the Formal Resolution Stage.

### **6.7 Mediation/Arbitration Procedure**

6.7.1 Unless the parties otherwise agree, the grievance will be submitted to a single mediator/arbitrator for determination. The mediator/arbitrator shall be selected consecutively from a roster of persons who have been mutually agreed between the Employer and the Associations.

6.7.2 If the selected mediator/arbitrator is unavailable to resolve the dispute within fifteen (15) days of referral, the next person on the roster shall be contacted until a mediator/arbitrator is found who can deal with the dispute on an expeditious basis.

6.7.3 Subject to Article 6.9.4, where the differences between the parties have not been resolved with the mediator/arbitrator pursuant to Article 6.7.1 and where the procedures in Articles 6.4, 6.5 and 6.6 have been fully exhausted, the mediator/arbitrator will resolve the dispute through final and binding arbitration. Where the differences concern Article 11 [Job Trades], subarticles 34.5, 34.6, 34.8, 34.11, and 34.12 [Lay-offs], Article 35 [Redeployment], and Articles 39 and 40 [fee for service], the differences may be referred to mediation, but not arbitration.

## **6.8 Separate Mediator/Arbitrator Option**

6.8.1 Pursuant to Article 6.7.1, where the parties agree to use a separate mediator and arbitrator, either party may initiate the arbitration procedure in accordance with Article 6.8 no later than fifteen (15) days from the last day of mediation.

6.8.2 Where the parties agree to the use of a separate mediator and arbitrator, the arbitrator shall be appointed in accordance with Article 6.7.1 and Article 6.7.2.

6.8.3 The discussions and positions taken by the parties during mediation under 6.8 shall be without prejudice to any arbitration proceedings under Article 6.9 (Arbitration Procedure).

## **6.9 Arbitration Procedure**

6.9.1 For the purposes of Article 6.9, arbitrator means a single arbitrator where the parties agree to separate mediation/arbitration under Article 6.8 and otherwise the mediator/arbitrator.

6.9.2 The arbitrator shall be the master of his or her own procedures and shall determine the manner in which the grievance shall be resolved with or without an oral hearing.

6.9.3 Except as provided in 6.9.4, the arbitrator shall have jurisdiction to consider any matter properly submitted to him or her under the terms of this collective agreement arising out of the interpretation, application, administration or alleged violation of the collective agreement. The arbitrator shall have the power to interpret and apply the human rights code, except in matters where he or she has no jurisdiction pursuant to Article 6.9.4 of the collective agreement.

6.9.4 An arbitrator appointed under Article 6 shall not have jurisdiction to determine differences over the interpretation, application, administration or alleged violation of the following provisions of the collective agreement:

Article 10 (Filling Vacancies)  
Article 11 (Job Trades)  
SubArticles 34.5, 34.6, 34.8, 34.11, 34.12  
Article 35 [Redeployment]  
Article 39 [ALOC fee for service]  
Article 40 [OCAA fee for service]

This clause does not affect any rights the Associations or lawyers may have to enforce the above non-arbitrable issues.

The parties agree that issues arising out of the application, interpretation and administration of this Agreement that are not subject to arbitration in accordance with 6.9.4 may be brought to the Management and Associations Committee for discussion to ascertain whether a resolution satisfactory

to the parties and the affected lawyer or lawyers is possible. This does not affect any rights the Associations or lawyers may have to enforce such issues in the courts.

- 6.9.5 The arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this collective agreement.
- 6.9.6 The arbitrator or mediator/arbitrator shall have all the powers of an arbitrator under the *Arbitrations Act, 1991*, subject to the provisions of Article 6.9.8.
- 6.9.7 The parties agree to contract out of the following provisions of the *Arbitrations Act, 1991* and agree the following provisions do not apply to an arbitration under this section:
- power to appoint receivers (s.8(1));
  - power of the Court to appoint an arbitrator (s. 10);
  - the requirement to have an oral hearing if a party requests (s. 26(1));
  - the ability of an arbitrator to appoint an expert at the expense of the parties (s. 28);
  - the ability to appeal to the courts (s. 45); and
  - the ability to award costs against a party (s. 54, 56).
- 6.9.8 Should the *Arbitrations Act, 1991* be amended the parties agree that no new or amended provisions shall apply to an arbitration or mediation/arbitration under Article 6 unless the parties agree or unless any amended or new provisions of the *Arbitrations Act, 1991* cannot by law be subject to an agreement to exclude their application.
- 6.9.9 The arbitrator shall provide a decision in respect of a grievance within fifteen (15) days of the completion of the submissions or hearing before him or her.
- 6.9.10 The fees and expenses of the arbitrator or mediator/arbitrator shall be borne equally by the Employer and by the applicable Association.
- 6.9.11 These provisions constitute an arbitration agreement for the purposes of the *Arbitration Act, 1991*. The parties agree that they are bound by the decisions of the arbitrator and will apply these decisions to the lawyers to which this collective agreement applies.
- 6.9.12 Time limits set out in this Article may only be extended with the consent of the applicable Association and the Employer.
- 6.9.13 Notwithstanding the provisions of this Article, the parties may mutually agree to substitute non-precedential expedited arbitration or arbitration by a three-person panel for the arbitration and mediation/arbitration process described herein.
- 6.10 Group Grievances**
- 6.10.1 Grievances affecting more than one lawyer may be consolidated as a group grievance providing the grievances address the same issues.

## **6.11 Association Grievances**

6.11.1 Grievances of a general or policy nature may be initiated by one of the Associations or both at the Formal Resolution Stage within thirty (30) days of the occurrence or when the Association or Associations became aware of the occurrence.

## **6.12 Discipline and Dismissal**

6.12.1 Within thirty (30) days from the date of discipline or dismissal, a lawyer may grieve such discipline or dismissal, in writing, through his or her Association directly at the Formal Resolution Stage of the grievance process.

6.12.2 Where an arbitrator finds that the dismissal of a lawyer was not for just cause, the arbitrator has the power to:

- (a) reinstate the lawyer with or without full compensation for any time lost;
- (b) award damages to the lawyer in lieu of reinstatement; or
- (c) make whatever order the arbitrator otherwise deems appropriate in the circumstances.

## **6.13 General**

6.13.1 A lawyer who has initiated a grievance under this Article 6 shall be given time off with no loss of pay and no loss of credits to attend meetings with management under this Article. Where a lawyer's grievance has been referred to mediation pursuant to clause 6.6 or Article 6.8 or referred to arbitration pursuant to Article 6.9, he or she will be allowed leave of absence with no loss of pay and no loss of credits to attend the mediation sessions or arbitration hearing.

6.13.2 Clause 6.13.1 shall also apply to the Association representative who is authorized to represent the lawyer.

6.13.3 Where a grievance has not been processed by a lawyer or the Association(s) within the time limits prescribed, it shall be deemed to have been abandoned.

6.13.4 In this Article, days shall mean consecutive calendar days, including Saturdays, Sundays and designated holidays.

6.13.5 Despite clauses 6.9.12 and 6.13.3, an arbitrator may extend the time limits in this Article, but only where the Association(s) demonstrate that there are reasonable grounds for the extension, and that the Employer will not be substantially prejudiced by the extension.

## **ARTICLE 7 – ALTERNATE WORK ARRANGEMENTS**

7.1 The Employer will apply the alternate work arrangements policy for management and excluded employees (dated February 1993 and July 1993) as set out in the Human Resources Manual of the Ministry of the Attorney General.

7.2 In the event the Employer does not consent to a request for an alternate work arrangement, the reason for the denial will be provided, in writing, within thirty (30) days of the lawyer's request for an alternate work arrangement.

**ARTICLE 8 – TRAVEL BY ROAD**

- 8.1 The use of privately owned vehicles on the Employer’s business is not a condition of employment.
- 8.2 Where a regular or fixed term lawyer is required to use his or her own vehicle on the Employer’s business, he or she shall be reimbursed at the following rates:

<u>Kilometres Driven</u>	<u>Southern Ontario</u>	<u>Northern Ontario</u>
0 - 4,000 km	40.00 cents per km	41.00 cents per km
4,001 - 10,000 km	35.00 cents per km	36.00 cents per km
10,001 - 24,000 km	29.00 cents per km	30.00 cents per km
over 24,000 km	24.00 cents per km	25.00 cents per km

Calculation of kilometres travelled shall be based on the lesser of the distance travelled from home to destination and return or the distance travelled from the lawyer’s home office to destination and return.

- 8.3 Kilometres are accumulated on the basis of a fiscal year (April 1 to March 31, inclusive).
- 8.4 In accordance with the Employer's Travel, Meals and Hospitality Expenses Directive (as amended from time to time), and without limiting the Employer's discretion under that Directive to reimburse in larger amounts, reimbursement for meals shall be:

Breakfast	\$ 8.75
Lunch	\$11.25
Dinner	\$20.00

- 8.5 To the extent that the current provisions of Article 8 would be improved by OPS-wide changes to the kilometrage or meal amount reimbursement amounts found in the Employer’s Travel, Meals and Hospitality Expenses Directive (as amended from time to time), then the new Government-wide policy as it relates to those provisions will be applied instead of Article 8.

**ARTICLE 9 – CONVERSION OF POSITIONS IN THE FIXED TERM SERVICE**

- 9.1 Effective from April 5, 2006, where a fixed term lawyer has been working as a fixed term lawyer full-time in the same office for a period of at least 36 consecutive months, the Employer shall at that point in time establish a position in the regular service in that office. For the purposes of Article 9.1, the defined period of time specified above means the thirty-six consecutive months immediately preceding the establishment of a position in the regular service under Article 9.1.
- 9.2 For the purposes of Article 9.1, calculation of the thirty-six (36) consecutive months means full-time service in the same office that accrues from the most recent break in service that exceeds thirteen (13) consecutive weeks. For clarity, full-time service during a contract includes a period of time during which an employee is on paid leave, unpaid absences of less than thirteen (13) weeks and pregnancy and parental leave.
- 9.3 Notwithstanding Article 9.1, where a fixed term lawyer has been working as a fixed term lawyer for a period of 48 consecutive months, the Employer shall assign the lawyer to a position on a permanent basis. At the employer’s discretion, the position to which the lawyer will be assigned will either be the position in the office last held (if that position was held for a minimum of six months), or the position in the office in which the lawyer worked the most time, or such other position as the lawyer and the employer agree. If necessary, the Employer shall establish a new position in that office in the regular service.



- 9.4 For the purposes of Article 9.3, calculation of the forty-eight (48) consecutive months means full-time service that accrues from the most recent break in service that exceeds thirteen (13) consecutive weeks. For clarity, full-time service during a contract includes a period of time during which an employee is on paid leave, unpaid absences of less than thirteen (13) weeks and pregnancy and parental leave.
- 9.5 Article 10 (Filling Vacancies) does not apply to positions created and filled under Article 9, except for the competition principles set out in Articles 10.2.2 (Competition Principles) and 10.7 (Review of Competitions).
- 9.6 Where Article 9.1 or Article 9.3 does not apply, and the Employer decides to create a position in the regular service, Article 10 (Filling Vacancies) will apply.
- 9.7 Where a fixed term lawyer is given a duty assignment to work in a different office, the time spent at that different office shall be included for the purpose of qualifying for conversion rights under this Article.

## **ARTICLE 10 – FILLING VACANCIES**

### **10.1 Placement Rights: Order of Placement**

#### **10.1.1 Notice of Vacancies**

The Employer shall give written notice of all vacancies to each Association as soon as possible as those vacancies arise, and make them available to currently employed members and lawyers whose names are on the Redeployment Lists job postings by means of an “intranet” and “internet” system.

Vacancies will be posted for 10 working days prior to the established closing date. The competition process will be held amongst those individuals who have applied for the vacancy on or between the date the vacancy became available and the date the competition closes.

#### **10.1.2 Order of Placement/Eligibility**

Where the Employer decides to fill a vacancy, the following order will be followed to fill the vacancy:

(a) Step 1 All ALOC/OCAA lawyers – regular and fixed term, and ALOC/OCAA lawyers on the Redeployment lists, but not individuals in the articling student hireback pool;

(b) Step 2 Articling Student Hireback Pool Members

The vacancy posting at Steps 1 and 2 will have a geographic area of search. Any OPS lawyer residing outside the identified area of search may apply for the position. If they apply, they will be deemed to have waived entitlement to any relocation or travel expenses as a condition to gaining access to the competition process.

(c) Step 3 Open competition, which competition will not be initiated unless there has been no qualified candidate at the earlier steps.

The vacancy posting at Step 3 will not have a geographic area of search.

Any OPS lawyer who applies to a posting at Step 3 shall have waived any entitlement to any relocation or travel expenses and no claim can be made for any expenses incurred during the decision to hire the employee into the position.

## **10.2 Placement Rights: Competition Process**

### **10.2.1 Sequence**

In the competition process, assessment of qualified candidates will be completed on a sequential basis as outlined in Article 10.1. In the course of sequentially following the order outlined in Article 10.1, the Employer must select, in a competition based on merit, an individual to fill the vacancy at the first stage of the sequence at which an individual has the skills, competence and ability to perform the work. The manager may choose not to select any candidate if no candidate demonstrates the skills, competence and ability for the position.

### **10.2.2 Competition Principles**

The competitions for vacancies under each of the sequential steps set out in 10.1.2, will be conducted in accordance with the following principles:

- (a) Recruitment activities will be based on a description of the actual duties and responsibilities, and skills, competencies and ability required for the position;
- (b) Employee selection will be based on a fair and objective assessment of a candidate's skills, competence and ability;
- (c) The assessment of candidates who are selected for an interview will be based on rating methods which reasonably measure the skills, competence and ability required for the position, which are consistently applied within that competition, and which include at least two rating methods other than an interview.
- (d) Where requested, an employee will receive feedback with regard to his/her performance in the competition regarding screening and selection.

### **10.2.3 Previous Competition**

Where a competition for a vacancy was held, and within the next twelve (12) months, another vacancy arises in the same office for a position which is substantially the same, the vacancy may be filled without holding another competition, so long as it is filled in descending order of qualification based on the previous competition. This exception to the requirement to post a vacancy does not apply where the vacancy is for a permanent position, and the initial vacancy was for a temporary position.

## **10.3 Contract Renewal Not a Vacancy**

Where a fixed term lawyer is employed in an office and the Employer renews the lawyer's contract for the lawyer to continue to work in the same office, the expiry of the prior contract shall be deemed not to be a vacancy.

## **10.4 No Limitation of Power under *Public Service of Ontario Act, 2006***

Nothing in Article 11 will be construed as limiting the Deputy Attorney General's authority under *Public Service of Ontario Act, 2006* and its directives to transfer an employee.

## **10.5 Temporary Vacancies**

- 10.5.1 The Employer is not required to fill a vacancy through competition under Article 10 where the Employer has:

- (a) less than two (2) months' advance notice that the absence will be occurring, in the case of a backfill vacancy; or
- (b) in the case of a non-backfill vacancy, less than two (2) months' advance notice of the need to fill the vacancy and there is a need for the work to be done on an immediate basis.

10.5.2 Vacancies filled under Article 10.5.1 may be filled only for a period of up to six (6) months. The Employer and Association may mutually agree to extend this period for a further three (3) months. The vacancy may not be filled beyond six (6) months, or beyond nine (9) months where the foregoing three (3) -month extension is applied, unless the position has been filled by competition.

10.5.3 Where the circumstances do not meet the posting exceptions outlined in Article 10.5.1, the Employer may fill a vacancy without competition provided the vacancy is being filled for four (4) months or less. However, a position cannot be filled under Article 10.5.3 where, within the last six months, it has been filled under Article 10.5.3 or under Article 10.5.1.

10.5.4 Where a vacancy is filled under Article 10.5.3, the individual filling the vacancy cannot be renewed in, or appointed to, the position being filled except through competition, with such individual only being eligible to compete at Step 3 (Open Competition) of the competition process. For all other vacancies, the individual would be eligible to compete at the Step they would otherwise have been eligible to compete but for filling the vacancy under 10.5.3. If the individual referenced in Article 10.5.4 is subsequently the successful candidate in a competition, any prior limitation on their competition rights under Article 10.5.4 will end. For clarity, external candidates hired upon four (4) months contract under this Article are restricted from being placed on the redeployment list.

10.5.5 Where a vacancy is filled under Article 10.5.1 or 10.5.3, the Employer will provide to the relevant Association the name of the individual filling the vacancy, the location and type of work involved, and the reasons for filling the vacancy under Article 10.5.1. The foregoing information will be provided to the Association as soon as possible, but no later than 10 days following the filling of the vacancy. Disputes over the interpretation and application of Article 10.5 may be processed through Article 10.7 (Review of Competitions).

**10.6 Exception to Requirement to Posting and Filling of Positions (Secondments)**

Where the same full-time work has been performed by a regular OPS employee on a temporary basis for a period of at least 18 continuous consecutive months, and the Employer has determined that there is a continuing need for that work to be performed on a full-time basis, the parties may agree that the regular OPS employee can be assigned into a full-time regular position on a permanent basis to perform that same work, subject to the following:

- The full-time temporary work was obtained through competition as per Article 10.1; and
- If the temporary full-time work is that of an existing full-time position in the regular service, the position must be otherwise vacant at the time of the permanent appointment.

For the purposes of Article 10.6, "vacant" is understood to mean that:

- there is no incumbent with rights to the position who is absent from the position due to temporary assignment or secondment, or paid or unpaid leave of any nature; or
- If the temporary full-time work is not that of an existing full-time position in the regular service, the Employer has elected to create a full-time position in the regular service to perform that work.

## **10.7 Review of Competitions**

- 10.7.1 In light of the importance of a merit-based system for hiring and promotion of Crown Counsel, the parties agree to implement a meaningful process to assist in the review of issues related to the integrity of the process and compliance with job competition rules and principles set out in Article 10. The Employer and the Associations recognize that it is in their mutual interest to resolve job competition issues in a timely way and agree to expedite resolution of such issues through the following process:
- 10.7.2 A dispute concerning whether a competition has met the job competition rules and principles set out in Article 10 may be commenced by the Association by referring the dispute in writing through the Strategic Business Unit Director to the Competition Review Subcommittee of the Management and Associations Committee within 30 days of being notified of the successful candidate in a competition.
- 10.7.3 The Competition Review Subcommittee of the Management Associations Committee for the purposes of this competition review will be comprised of one representative from the Employer and one representative of the Association. Representatives will be from workplaces other than those involved in the competition issue.
- 10.7.4 The Competition Review Subcommittee of the Management Associations Committee will attempt to resolve the dispute within 30 days of its being initiated, failing which, the Association may request that the dispute be referred to a designated mediator. There shall be one designated mediator for any ALOC disputes and one designated mediator for any OCAA disputes, although nothing precludes the parties from agreeing to use the same designated mediator. The parties agree that, if they cannot agree upon a designated mediator for either ALOC or OCAA disputes, he or she will be appointed by the Referee under the Framework Agreement.
- 10.7.5 The designated mediator will commence an informal review of the competition issue within ten (10) days of the request. The parties agree to fully cooperate with the designated mediator and shall provide him/her any relevant information, documentation or other related materials he/she requests. The designated mediator will determine whether to convene a formal mediation session with the parties and/or to issue his or her findings and a recommendation upon completion of his or her review. The Association and the Employer may, however, agree that the designated mediator not make findings or make a recommendation.
- 10.7.6 Any findings and recommendations of the designated mediator will be provided to the Assistant Deputy Attorney General for the Division involved or the equivalent official in the agencies, boards and commissions, for review and to the relevant Association.
- 10.7.7 The Assistant Deputy Attorney General for the Division involved or the equivalent official in the agencies, boards and commissions will have 10 calendar days to respond to the relevant Association with respect to the designated mediator's recommendations. Having regard to the importance of the review process, it is the parties' shared expectation that the designated mediator's recommendations will normally be implemented.
- 10.7.8 The findings and recommendations will be discussed at the next scheduled Management Associations Committee meeting, with the discussion being recorded in the Committee minutes which will be posted. Review of competitions will become a standing item on the Committee agenda.
- 10.7.9 The costs of the designated mediator will be shared equally by the parties.

## **ARTICLE 11 – JOB TRADING POLICY**

### **11.1 Job Trade Process**

If no vacancy has been identified, but a regular lawyer in one office on the job trade list maintained by an Association wishes to transfer to another office which also has a regular lawyer who has expressed interest in transferring to the first lawyer's office and who is on the Association's job trade list, then those two lawyers, with the approval of both managers may exchange their positions, provided that each lawyer has the skills, competence and ability to perform the work at the new office. This approval will not be unreasonably withheld. This shall be known as a "job trade".

### **11.2 Where Multiple Lawyers Interested**

Subject to the rules in 11.1, if there is more than one lawyer interested in a job trade for a specific job, then the managers, if approval is given, will select the individual for the job trade.

### **11.3 Interest in Job Trade**

Lawyers wishing to job trade may indicate to the Employer at any time through their Association their wish to do so, but at the same time if so indicating, their name must be on the job trade list of their Association, as must the name of the lawyer with whom they wish to job trade.

### **11.4 Reasonable Implementation Time**

The Employer shall implement the job trade as set out by the provision above within a reasonable time.

### **11.5 Trades Between Associations**

No job trades shall be allowed between lawyers represented by different Associations, unless both Associations, and the Employer, consent, which consent will not be unreasonably withheld.

### **11.6 No Additional Costs**

All job trades must be achieved at no net additional cost to the Employer.

## **ARTICLE 12 – LIMITS ON USE OF TERM CLASSIFIED FIXED TERM LAWYERS**

12.1 The Employer will appoint no more than 2% of each of the total number of lawyers represented by ALOC and OCAA respectively as term classified fixed term lawyers at any one time during the term of this Collective Agreement. The terms and conditions of employment for regular lawyers under this Collective Agreement shall, for term classified fixed term employees, be modified to comport with the terms and conditions applicable to MCP term classified fixed term employees, with any necessary modifications.

## **ARTICLE 13 – WORK-RELATED TRAINING**

13.1 Unless the parties agree otherwise, the Employer shall only schedule work-related training for lawyers during regular office hours (that is, between 8:00 a.m. to 5:00 p.m., Monday through Friday).

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

- 13.2.2 The learning and development programs and initiatives for the lawyers will, among other things, take into consideration the knowledge and skills requirements identified by the Employer and the learning needs, objectives and professional obligations identified by the lawyer.
- 13.2.3 The Employer recognizes and supports the contribution of ALOC and OCAA to the development and delivery of education and training. Subject to appropriate fiscal and operational considerations, the Employer will make every effort to allow lawyers to attend this education and training without loss of pay or credits, and to continue to provide funding and reimbursement associated with the costs of such education and training.
- 13.2.4 The Employer will consider individual requests for other education and training courses without loss of pay or credits, and/or pay for such courses, recognizing that this represents an important component of education and training. The Employer agrees that it will not exercise its discretion under this paragraph in a manner that is arbitrary.
- 13.2.5 The parties agree to consult in the development and delivery of education and training to lawyers.

#### **ARTICLE 14 – LAW SOCIETY FEES AND OTHER LEVIES**

- 14.1 The Employer shall pay, on behalf of each lawyer, all sums required by the Law Society of Upper Canada, or by statute, to practice law in the province of Ontario, on a pro-rata basis, depending on date of hire.
- 14.2 When a lawyer is on an approved leave of absence for more than three (3) months in any calendar year, during which he or she is not engaged in the practice of law on behalf of the Employer, or when a lawyer is absent due to illness or injury for more than three (3) months in any calendar year, the lawyer shall forthwith sign a form provided by the Employer at the end of the calendar year notifying the Law Society of Upper Canada and requesting pro-rata reimbursement of fees remitted by the Employer for the period in question. The form shall also include a direction from the lawyer to the Law Society of Upper Canada to reimburse the funds directly to the Employer.
- 14.3 When a lawyer resigns from the Ontario Public Service, the lawyer shall forthwith sign a form provided by the Employer notifying the Law Society of Upper Canada and requesting pro-rata reimbursement of fees remitted by the Employer for that calendar year. The form shall also include a direction from the lawyer to the Law Society of Upper Canada to reimburse the funds directly to the Employer.

#### **ARTICLE 15 – LEGAL INDEMNIFICATION**

##### **15.1 Process for Indemnification**

Whenever a lawyer is named in a civil action other than as a plaintiff, or where a law society commences an investigation against a lawyer or a lawyer is otherwise advised that a law society complaint has been made against him/her, and the subject matter arises out of the lawyer's practice of law in the OPS, the Employer shall:

- (a) provide counsel of the Employer's choice and at the Employer's expense to represent the lawyer throughout the proceeding and on any appeal;
- (b) pay any sum of money the lawyer becomes liable to pay in connection with the matter;
- (c) agree to have any dispute as to the need for independent counsel to represent the lawyer decided by arbitration pursuant to Article 6.9 of this Collective Agreement. Any disputes shall be

heard on an expedited basis within 10 days by the Honourable Pat LeSage. If the Honourable Pat LeSage is not available, such disputes will be heard by Owen Shime or William Kaplan; and

- (d) Provide independent counsel of the lawyer's choice at the Employer's expense if the arbitrator finds that there is a need for independent counsel. Such independent counsel will be remunerated at rates which shall not exceed those set by the Ministry of the Attorney General for retention of private sector counsel.

## 15.2 Limitation Payments

The Employer is not required to make any payments under Article 15.1 and any sum already paid is recoverable where the Court or a law society finds that the lawyer has been deliberately dishonest or has committed a criminal offence in relation to the matter.

## SECTION II — BENEFITS FOR LAWYERS

In this section, only the following articles apply to fixed-term lawyers; 19, 22.3 (3), 23.9, 25, 27, 28.2, 28.3 and 31.

### ARTICLE 16 – DEFINITIONS

#### Continuous Service

- 16.1 For the purposes of the benefits section of this Collective Agreement, "continuous service" for regular lawyers means the period of unbroken service in the Ontario Public Service during which a person is an employee and during which he or she receives his or her salary. Continuous service shall include absences on unpaid leave for a period that does not exceed thirty (30) days, and absences on pregnancy or parental leave.

For greater certainty,

- (a) If a regular lawyer was a fixed term employee within thirteen (13) weeks before his or her last appointment to the regular service, the period of fixed term service is included in the lawyer's period of continuous service.
- (b) If a lawyer described in a) was a fixed term employee whose fixed term service was broken, and if the breaks in service were not more than thirteen (13) weeks long, the periods of fixed term service are included in the lawyer's period of continuous service.
- (c) If a lawyer described in a) was a fixed term employee whose fixed term service was broken, and on one or more occasions the lawyer's break in service was more than thirteen (13) weeks long, the lawyer's period of continuous service does not include periods of service that occurred before the most recent break of more than thirteen (13) weeks.
- (d) The period of unbroken service during which a person is an employee and during which the employee qualifies for or is receiving a benefit under the Long Term Income Protection Plan is included in the lawyer's period of continuous service.

- 16.2 A "regular" lawyer or employee is a public servant appointed under section 32 of the *Public Service of Ontario Act* other than for a fixed term.

- 16.3 A "fixed term" lawyer or employee is a public servant appointed under Part III of the *Public Service of Ontario Act* for a fixed term.

## **ARTICLE 17 – INSURED BENEFITS FOR REGULAR LAWYERS**

17.1 Subject to the agreement of the parties and the terms of this Collective Agreement, the parties agree that, while the terms and conditions of this Collective Agreement are in effect, no existing specifically provided and continuing benefit will be reduced on any issue within the jurisdiction of an arbitration panel.

- 17.2.
- (a) The group insured benefits coverage under this Article shall not be provided for a lawyer during a leave of absence without pay except to the extent that the lawyer arranges through Ontario Shared Services to pay the amount of the full premium for any of the coverages that the lawyer chooses to have continued during the leave and pays the amount at least one week before the first of each month of the leave of absence.
  - (b) Within a reasonable time after granting a leave of absence without pay to a lawyer, the Employer shall inform the lawyer that group insured benefits coverages during the leave of absence will continue only in accordance with this article.
  - (c) Subject to Article 17.1, and except as stated in this article, the benefits provided to lawyers under the group insured benefits coverages shall be those set out in the existing insurance plan.

### **17.3 Life Insurance Plan for Regular Lawyers**

- (a) The Basic Life Insurance Plan shall provide life insurance coverage equal to 100 per cent of the annual salary of every lawyer, and such coverage shall not be less than \$10,000 for a full-time lawyer and \$5,000 for a part-time lawyer.
- (b) The premium for the Basic Life Insurance Plan coverage shall be paid by the Employer.
- (c) The Supplementary Life Insurance Plan shall provide additional group life insurance coverage equal to the annual salary, twice the annual salary or three times the annual salary, at the choice of the lawyer, for those lawyers who choose to participate in the Plan.
- (d) A lawyer who participates in the Supplementary Life Insurance Plan or the Dependents' Life Insurance Plan shall pay the premium for his or her insurance coverage in the Plan.
- (e) Effective September 1, 2009, the Dependents' Life Insurance Plan shall provide, in respect of each employee who chooses to participate in the Plan, life insurance coverage chosen by the employee as follows:
  - 1. A multiple of \$10,000 to a maximum of \$200,000 for the spouse of the employee.
  - 2. \$1,000, \$5,000, \$7,500 or \$10,000 for each child of the employee.
  - 3. If the employee chooses to insure any of his or her children in an amount set out in paragraph 2, the employee shall insure all of his or her children in the same amount.
- (f) In Article 17.3, "child" means,
  - (i) an unmarried child who is under 21 years of age,
  - (ii) a child who is 21 years of age or older but not yet 25 years of age and in full-time attendance at an educational institution or on vacation from it, or



- (iii) a child who is 21 years of age or older and who is mentally or physically infirm and dependent on the lawyer.

#### **17.4 Long Term Income Protection Plan for Regular Lawyers**

In Article 17.4,

“Plan” means the Long Term Income Protection Plan;

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

“total disability” means, with respect to a lawyer, a disability that renders the lawyer totally disabled as described in Article 17.4.2.

17.4.1 The Long Term Income Protection Plan shall provide the benefit described in Article 17.4.4 to a regular lawyer who participates in the Plan and who is totally disabled, is under the care of or is receiving treatment from a legally qualified medical practitioner and is not, except for the purpose of rehabilitation, engaged in any occupation or employment for which he or she receives a wage or profit.

17.4.2 For the purposes of Article 17.4, a lawyer is totally disabled if,

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

17.4.3 The lawyer is entitled to receive the benefit beginning immediately after a qualifying period of six continuous months of total disability and continuing until the earliest of,

- (a) termination of the total disability;
- (b) death; or
- (c) the end of the month in which the lawyer reaches 65 years of age.

17.4.4 The amount of the annual benefit payable during a calendar year (the “payment year”) to a lawyer is calculated using the formula,

$$A - (B + C)$$

in which,

“A” is,

- (a) for the first payment year in which the benefit is paid, 66⅔ per cent of the lawyer’s regular salary immediately before the beginning of the qualifying period,
- (b) for each subsequent payment year, the amount of “A” for the previous year, increased by the average annual increase, expressed as a percentage, in the Ontario Consumer Price Index as published by Statistics Canada in January of the payment year, to a maximum of 2 per cent,

“B” is the total amount of the other disability and retirement benefits, if any, payable for the year to the lawyer under any other plans to which the lawyer contributes, other than payments under the *Workplace Safety and Insurance Act, 1997* for an unrelated disability, and

“C” is 50 per cent of any rehabilitation earnings of the lawyer for the year.

17.4.5 Every regular lawyer shall participate in the Plan.

17.4.6 The Employer shall continue make pension contributions and premium payments for insured benefits for the period in respect of which the lawyer is receiving benefits under this sub article.

17.4.7 The Employer shall pay 85% of the premium cost for every lawyer who participates in the plan. The lawyer shall pay the balance of the premium costs through payroll deduction.

## **17.5 Supplementary Health and Hospital Insurance Plan for Regular Lawyers**

17.5.1 The Supplementary Health and Hospital Insurance Plan shall provide to every regular lawyer who joins the Plan, subject to any restrictions set out in Article 17.5:

- (a) Reimbursement for 90 per cent of the cost of drugs and medicine, that by law require a physician’s prescription, including injectable drugs and medicines prescribed by a licensed physician or other licensed health professional who is legally authorized to prescribe such drugs and dispensed by a licensed pharmacist or by a physician legally authorized to dispense such drugs and medicines. The payment of 90 per cent is subject to a deductible amount of \$5 for each Drug Identification Number (DIN).

In addition, provided that a generic drug is listed in the Canadian Pharmaceutical Association Compendium of Pharmaceuticals and Specialties reimbursement for drugs covered by the Plan will be based on the cost of the lowest price generic version of the drug. If the prescribing physician or health professional stipulates no substitution, reimbursement will be based on the cost of the drugs prescribed provided that the employee submits a photocopy of the physician’s or health professional’s direction, together with the claims submission. For clarity, a photocopy of the prescription containing the prescribing physicians or health professionals no substitution direction would be sufficient.

- (b) Effective July 1, 2009, the Employer will provide reimbursement for ninety percent (90%) of the cost of medically necessary vaccinations or immunizations when prescribed and administered by a qualified health care practitioner where such vaccine or immunization is not covered by a provincial health plan.
- (c) Reimbursement for charges for private or semi-private room hospital care made by a hospital within the meaning of the *Public Hospitals Act* or by a hospital that is licensed or approved by the governing body in the jurisdiction in which the hospital is located of \$100 more than the charge by the hospital for standard ward room hospital care.
- (d) Reimbursement for one pair of orthotics per person in a calendar year and the maximum amount of the reimbursement for a pair of orthotics is \$500.
- (e) Reimbursement for 75 per cent of the cost of one pair or one repair of orthopaedic shoes per person in a calendar year to a maximum amount of the reimbursement of \$500.
- (f) Reimbursement of \$30 per visit per covered person for licensed paramedical practitioners with an annual maximum of \$1,200 for each practitioner per covered person. Eligible paramedical

practitioners are defined as chiropractors, podiatrists, chiropodists, physiotherapists, massage therapists, acupuncturists, naturopaths and osteopaths. The \$100 calendar year podiatry surgery allowance per covered person will continue.

- (g) Effective July 1, 2009, charges for the services of a psychologist (which shall include a Master of Social Work) up to forty dollars (\$40) per half-hour to a maximum of one thousand and four hundred dollars (\$1400) a year.
- (h) Effective July 1, 2009, charges for the services of a speech therapist up to forty (\$40) per half hour to a maximum of \$1400 a year.
- (i) Effective September 1, 2009, the Supplementary Health and Hospital Plan excludes coverage for expenses incurred outside of Canada and the Global Medical Assistance Plan.

17.5.2 Unless otherwise indicated, effective January 1, 2008, the Supplementary Health and Hospital Insurance Plan the following:

- 1. A drug card with positive enrolment.
- 2. Enhanced Diabetic Supplies:
  - insulin pump - \$2000 every 5 years for adults and \$5000 every 5 years for children;
  - jet injectors - \$1000 every 5 years;
  - glucometer - one purchase or repair every 4 years;
  - required supplies for all of the above appliances capped at a total of \$2000 per year per person
- 3. Hearing Aid coverage: existing maximum of \$2500 every 5 years includes reimbursement for batteries and repair costs.
- 4. Vision Care: maximum reimbursement will be \$350 per eligible person every 24 months. The eligible expenses outlined in the vision care plan include one routine eye examination every 24 months - reimbursement of this eye examination is limited to \$75, within the \$350 maximum.

17.5.3 The Employer shall pay,

- (a) the premiums for every full-time lawyer who joins the Supplementary Health and Hospital Insurance Plan; and
- (b) 40, 50, 60, 70 or 80 per cent of the premiums for every part-time lawyer who joins the Supplementary Health and Hospital Insurance Plan, whichever percentage is closest to the relation that the lawyer's regularly scheduled hours of work bear to full employment, and the lawyer shall pay the balance of the premium through payroll deduction.
- (c) Effective July 1, 2009, the Employer agrees to pay 100% of the monthly premiums for vision care and hearing aid coverage under the Supplementary Health and Hospital Plan.

17.5.4 A lawyer may elect to participate in the Supplementary Health and Hospital Insurance Plan,

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

(ii) previously opted out of the Plan; or

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

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

17.5.6 A lawyer may elect to participate in the plan's additional coverage for vision care and hearing aids.

## **17.6 Dental Insurance Plan for Regular Lawyers**

17.6.1 The Dental Insurance Plan shall reimburse every lawyer who elects to participate in the Plan for the following expenses and the reimbursement is in the following amount:

(a) Eighty-five per cent of the cost of basic dental services, endodontic services, periodontic services and repair or maintenance services for existing dentures or bridges specified by the Plan. However, the amount of the reimbursement shall not exceed eighty-five per cent of the fees set out in the Ontario Dental Association schedule of fees for general practitioners that is in effect one year before the expense is incurred.

(b) Fifty per cent of the cost of new dentures specified by the Plan, to a maximum of 50 per cent of the fees set out in the Ontario Dental Association schedule of fees in effect when the expense is incurred. However, \$3,000 per person is the maximum reimbursement under this Article in respect of a lawyer, the lawyer's spouse and each dependent child of the lawyer.

(c) Fifty per cent of the cost of orthodontic services specified by the Plan and provided to unmarried dependent children of the lawyer who are more than six years old and less than 19 years old, to a maximum of 50 per cent of the fees set out in the Ontario Dental Association schedule of fees in effect when the expense is incurred. However, \$3,000 is the maximum reimbursement under this Article in respect of each dependent child of the lawyer.

(d) Fifty per cent of the cost of crowns, bridgework and other major restorative services specified by the Plan, to a maximum of 50 per cent of the fees set out in the Ontario Dental Association schedule of fees in effect when the expense is incurred. However, \$2,000 per person per year is the maximum reimbursement under this in respect of a lawyer, the lawyer's spouse and each dependent child of the lawyer.

(e) Coverage for pit and fissure sealants for eligible dependent children age twelve (12) and under.

17.6.2 The benefits described in this Article are subject to the restriction that the lawyer is not entitled to be reimbursed for more than one recall examination by a dentist,

(a) every nine months for an individual who is over 12 years old; and

(b) every six months for a younger individual.

17.6.3 The benefits described in Article 17.6.1 are subject to a deductible amount each year of \$25 for an individual and \$50 for a family. This deductible applies to all dental services, excluding accidental dental services payable under the supplementary health and hospital plan.

17.6.4 The Employer shall pay,

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

17.6.5 A lawyer may elect to participate in the Dental Insurance Plan,

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

17.6.6 A lawyer may elect in December of any year to opt out of the Dental Insurance Plan and coverage shall cease at the end of that month.

## **17.7 Catastrophic Drug Plan For Regular Lawyers**

The existing employee paid catastrophic drug plan, which covers the gap between 90% reimbursement for the cost of eligible drugs and 100% reimbursement under the plan, where overall drug expenses in any year exceed \$10,000 will continue in effect.

## **17.8 Insured Benefits Claims Appeal Process**

Disputes regarding entitlement to benefits will first be raised by the employee with the insurance carrier. Any dispute which may arise concerning a complaint by a lawyer that he or she has not received the entitlement to benefits under the insured benefit plans (including LTIP) provided for in this agreement, is subject to the arbitration procedures of this collective agreement.

Requests for special or compassionate consideration under any of the insured benefit plans are specifically limited to the Insurance Appeals Committee process, will include an opportunity for the lawyer and/or an Association representative to make a written submission to the Committee.

ALOC and OCAA understand and agree that the affected employee must complete a "Release of Information – Insured Benefits Appeal" form, before the matter can proceed under this clause.

Prior to proceeding to mediation or arbitration, the Association must make a written submission to the Insurance Appeals Committee via the Director of Centre for Employee Relations Division, OPS. If the issue is not resolved at this stage, the complaint can proceed to arbitration under the agreement (except in the case of requests for special or compassionate consideration).

The parties agree that Felicity Briggs will be the arbitrator for benefits disputes, and if she is unable or unwilling to serve, the Referee shall appoint another arbitrator for that purpose.

## 17.9 Employment Insurance Rebate

Effective January 1, 2008, the employees' share of the employment insurance rebate will be retained by the Employer to offset the cost of benefit improvements.

## ARTICLE 18 – SHORT TERM SICKNESS PLAN FOR REGULAR LAWYERS

- 18.1 A full-time lawyer who is unable to attend to his or her duties due to sickness or injury is entitled, in each year, to leave of absence,
- (a) with regular salary for six working days; and
  - (b) with 75 per cent of regular salary for an additional 124 working days.
- 18.2 A part-time lawyer who is unable to attend to his or her duties due to sickness or injury is entitled, in each year, to leave of absence,
- (a) with regular salary for that portion of six working days equal to the portion the lawyer's regularly scheduled hours of work bear to full employment; and
  - (b) with 75 per cent of regular salary for that portion of an additional 124 working days equal to the portion the lawyer's regularly scheduled hours of work bear to full employment.
- 18.3 A lawyer is not entitled to a leave of absence with pay under this Article until after completion of, in the case of a full-time lawyer, twenty consecutive working days of employment, and in the case of a part-time lawyer, all of the lawyer's regularly scheduled hours within a period of four consecutive weeks.
- 18.4 A lawyer who is on leave of absence with pay under this Article that commences on a regularly scheduled working day in one year and continues to include a regularly scheduled working day in the next following year is not entitled to leave of absence with pay for a greater number of working days than are permitted under Article 18.1 or 18.2, as the case may be, in the two years until the lawyer has again completed the service requirement described in Article 18.3.
- 18.5 A lawyer who was on leave of absence with pay under this Article for the number of days in a year permitted under Article 18.1 or 18.2 as the case may be, is not entitled to leave of absence with pay under this Article in the year next following until the lawyer has again completed the service requirement described in Article 18.3.
- 18.6 The pay of a lawyer under this Article is subject to:
- (a) all deductions for insurance coverages as set out in Article 17 and in relation to the *Public Service Pension Plan* that would otherwise be made from the pay; and
  - (b) all contributions that would otherwise be made by the Employer in respect of the pay, and such deductions and contributions shall be made as though the lawyer were receiving the lawyer's regular salary.
- 18.7 A lawyer who is on leave of absence and receiving pay under Article 18.1 (b) or Article 18.2 (b) is entitled, at the lawyer's option, to have sufficient credits deducted from the lawyer's accumulated credits for each day to which Article 18.1 (b) or 18.2 (b) applies and to receive regular salary for each such day.

- 18.8 A lawyer who is absent from employment due to sickness or injury beyond the total number of days leave of absence with pay provided for under Article 18 shall have his or her accumulated attendance credits reduced by a number of days equal to the number of days of such absence and is entitled to leave of absence with pay on each such day.
- 18.9 Article 18.8 does not apply to a lawyer who qualifies for and elects to receive benefits under the Long Term Income Protection Plan instead of using his or her accumulated attendance credits.
- 18.10 After seven consecutive calendar days absence caused by sickness or injury, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner or of such other person as may be approved by the Deputy Attorney General is forwarded to the Deputy Attorney General, certifying that the lawyer is unable to attend to official duties.
- 18.11 Despite Article 18.10, the Public Service Commission or the Deputy Attorney General may require a lawyer to submit the certificate required by Article 18.10 for any period of absence.
- 18.12 Where for reasons of health, a lawyer is frequently absent or unable to perform his or her duties, his or her Deputy Attorney General may require him or her to submit to a medical examination at the expense of the ministry.

#### **ARTICLE 19 – SICK LEAVE AND ATTENDANCE CREDITS FOR FIXED TERM LAWYERS**

- 19.1 A fixed-term lawyer is entitled to an attendance credit of 1¼ days for each full month in which he or she is at work or is on vacation leave of absence or leave of absence with pay.
- 19.2 A fixed-term lawyer who is unable to attend to his or her duties due to sickness or injury is entitled to leave of absence with pay at the rate of one working day for each day of accumulated attendance credits and his or her accumulated attendance credits shall be reduced by the leave taken.
- 19.3 Where a person who is a fixed-term lawyer is appointed to the regular service, attendance credits accumulated by the person under this Article in respect of the period of time after the date of the coming into force of the short term sickness plan in respect of the position to which the person is appointed as a regular lawyer cease to stand to the credit of the person.
- 19.4 In this Article, “short term sickness plan” means the short term sickness plan described in Article 18.
- 19.5 After five days absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner or of such other person as may be approved by the Deputy Attorney General is forwarded to the Deputy Attorney General of the ministry, certifying that the lawyer is unable to attend to his or her official duties.
- 19.6 Despite Article 19.5 the Deputy Attorney General or a person designated by the Deputy Attorney General for the purpose of this Article may require a lawyer to submit the medical certificate required by Article 19.5 for a period of absence of less than five days

#### **ARTICLE 20 – BENEFITS UNDER THE *WORKPLACE SAFETY AND INSURANCE ACT, 1997* FOR REGULAR LAWYERS**

- 20.1 Where a lawyer is absent by reason of an injury or occupational disease for which a claim is made under the *Workplace Safety and Insurance Act, 1997*, his or her salary shall continue to be paid for a period not exceeding thirty working days and if the claim is rejected any salary paid in excess of that to which he or she is entitled under Article 18 shall be an amount owing by the lawyer to the Employer.

- 20.2 Where a lawyer is absent by reason of an injury or occupational disease for which an award is made under the *Workplace Safety and Insurance Act, 1997*, the lawyer's salary shall continue to be paid for a period not exceeding three consecutive months, or a total of sixty-five regularly scheduled working days where such absences are intermittent, following the date of the first absence because of the injury or disease.
- 20.3 The regular salary of a lawyer to whom an award is made under the *Workplace Safety and Insurance Act, 1997* that is less than the lawyer's regular salary but that applies for a period beyond that set out in Article 20.2 may be paid after the period set out in Article 20.2 or the lawyer has accumulated credits.
- 20.4 For any payment made under Article 20.3, the difference between the lawyer's regular salary paid after the period set out in Article 20.2 and the compensation awarded shall be converted to its equivalent time and deducted from his or her accumulated credits.
- 20.5 Under this Article, "accumulated credits" includes compensation option credits under Article 26 of this Collective Agreement, vacation credits and attendance credits.
- 20.6 Where a lawyer is absent by reason of an injury or occupational disease for which an award is made under the *Workplace Safety and Insurance Act, 1997*, the Employer shall continue to pay the premiums otherwise payable by the Employer for group insurance coverage under Article 17.

#### **ARTICLE 21 – SELF-FUNDED LEAVE PLAN FOR REGULAR LAWYERS**

- 21.1 A regular lawyer may request a full-time leave of absence without pay and without accumulation of credits by participating in the self-funded leave plan as permitted under the *Income Tax Act* (Canada). For clarity, this Article applies only to regular lawyers.
- 21.2 Under the self-funded leave plan, the lawyer will defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least one (1) year and not more than four (4) years in length.
- 21.3 The funds being deferred shall be held in a trust account with a financial institution selected by the Employer and shall have interest paid annually to the lawyer. The funds will be paid out to the lawyer on a bi-weekly or lump sum basis, at the lawyer's option during the leave of absence.
- 21.4 Leaves of absence granted pursuant to this Article will be for periods of at least six (6) months and will not exceed twelve (12) months' duration.
- 21.5 A lawyer granted a leave of absence pursuant to this Article shall not accrue credits during such leave.
- 21.6 A lawyer granted a leave of absence pursuant to this Article may choose to continue insured benefits coverage during the leave, provided he or she arranges to continue to pay the employee portion of the premiums.
- 21.7 Notwithstanding Article 21.5 above, for the purposes of determining annual vacation entitlement only, leave time under this Article will be credited towards years of continuous service.
- 21.8 A lawyer returning to work after self-funded leave shall be reinstated to the position he or she most recently held with the Employer, save that where a lawyer on a self-funded leave of absence has received a notice of layoff, Section III (Job Security), including Article 38 (Treatment of Seconded Lawyers / Lawyers on Leave), shall apply.



## **ARTICLE 22 – FAMILY LEAVE; BEREAVEMENT LEAVE**

22.1 A regular lawyer may be granted a full-time leave of absence, without pay and without accumulation of credits, for a period of up to one (1) year for the purpose of caring for a dependent person. It is agreed that operating requirements are a factor in the approval of such leaves. For clarity, this Article applies only to regular lawyers.

22.2 For the purpose of this Article, dependent person means:

an employee's spouse including common law and same sex partner, mother, father, mother-in-law, father-in-law, son, daughter, stepson, stepdaughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian, aunt, uncle, niece, nephew or any other person who is dependent on the employee and with whom the employee has a family relationship.

22.3 1. A regular lawyer is entitled to the following:

- (a) In the case of a full-time lawyer, to not more than three working days leave of absence with pay; and
- (b) In the case of a part-time lawyer, to not more than three consecutive days leave of absence with pay,

in the event of the death of the lawyer's spouse, common-law spouse, same-sex spouse, parent, step-parent, mother-in-law, father-in-law, child, step-child, daughter-in-law, son-in-law, sister, brother, step-brother, step-sister, sister-in-law, brother-in-law, grandparent, grandchild, step-grandparent, step-grandchild, ward, foster parent or guardian.

2. A lawyer who would otherwise have been at work is entitled to one day leave of absence with pay in the event of the death of the lawyer's aunt, uncle, niece or nephew.

If the funeral service for a person on whose death a lawyer is entitled to a leave of absence under subsections (1) and (2) is held at a location more than 800 kilometres from the lawyer's residence, the lawyer is entitled to two additional days leave of absence without pay immediately following the leave of absence taken by the lawyer under those subsections.

3. A fixed term lawyer who would otherwise be at work is entitled to the following:

in the case of the death of his or her spouse, common-law spouse, same-sex spouse, mother, father, step-parent, mother-in-law, father-in-law, son, daughter, step-child, brother, sister, step-brother, step-sister, ward, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-grandparent, step-grandchild, foster parent or guardian, to not more than three days leave of absence with pay.

## **ARTICLE 23 – PREGNANCY AND PARENTAL LEAVE**

23.1.1 For the purposes of this Article, "parent" includes a lawyer with whom a child is placed for adoption and a lawyer who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

23.1.2 "Last day at work" in respect of a lawyer on a leave of absence referred to in clauses 23.3.1, 23.4.1, and 23.5.5 means the last day the lawyer was at work before the leave of absence.

23.2 Except as provided in 23.9, this Article applies only to regular lawyers.

### **23.3 Pregnancy Leave**

- 23.3.1 A lawyer who is pregnant and who started her service at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay in accordance with this Article.
- 23.3.2 A lawyer may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- 23.3.3 The pregnancy leave of a lawyer who is entitled to take parental leave ends seventeen (17) weeks after the pregnancy leave began.
- 23.3.4 The pregnancy leave of a lawyer who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage of the child.
- 23.3.5 A lawyer who has given notice to end pregnancy leave may change the notice:
- (a) to an earlier date if the lawyer gives the Employer at least four (4) weeks written notice before the earlier date; or
  - (b) to a later date if the lawyer gives the Employer at least four (4) weeks written notice before the date the leave was to end.

### **23.4 Parental Leave**

- 23.4.1 The Employer shall grant a leave of absence without pay to a lawyer who has at least thirteen (13) weeks service and who is the parent of a child.
- 23.4.2 Parental leave may begin,
- (a) no earlier than the day the child is born or comes into the custody, care and control of the lawyer for the first time; and
  - (b) no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the lawyer for the first time.
- 23.4.3 The parental leave of a lawyer who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the lawyer for the first time.
- 23.4.4 Parental leave ends thirty-seven (37) weeks after it began for a lawyer who did not take pregnancy leave and thirty-five (35) weeks after it began for a lawyer who takes pregnancy leave. A lawyer who has given notice to end parental leave may change the notice:
- (a) to an earlier date if the lawyer gives the Employer at least four (4) weeks written notice before the earlier date; or
  - (b) to a later date if the lawyer gives the Employer at least four (4) weeks written notice before the date the leave was to end.

### **23.5 Supplemental Employment Benefit Plan**

- 23.5.1 A lawyer on pregnancy leave or on parental leave who provides to the Employer proof that he or she has applied for, and is eligible to receive, benefits under the *Employment Insurance Act* (Canada) in

respect of the pregnancy or adoption is entitled to an allowance under the Supplemental Employment Benefit Plan.

- 23.5.2 The amount of an allowance under the Supplemental Employment Benefit Plan to a lawyer on pregnancy leave shall be,
- (a) for the first two (2) weeks of the leave of absence, an amount equal to ninety-three per cent (93%) of the lawyer's weekly pay less all other wages or salary earned by the lawyer during the two (2) weeks; and
  - (b) for each week, to a maximum of fifteen (15) additional weeks, that the lawyer receives maternity benefits under the *Employment Insurance Act (Canada)*, an amount equal to the difference between ninety-three per cent (93%) of the lawyer's weekly pay and the sum of the maternity benefits under the *Employment Insurance Act (Canada)* that the lawyer receives for the week and of all other wages or salary earned by the lawyer during the week.
  - (c) for each week up to a maximum of fifteen (15) additional weeks, where the employee elects to take parental leave in accordance with 23.4, an amount equal to the difference between ninety-three per cent (93%) of the lawyer's weekly pay and the sum of the maternity benefits under the *Employment Insurance Act (Canada)* that the lawyer receives for the week and of all other wages or salary earned by the lawyer during the week.
- 23.5.3 The amount of an allowance under the Supplemental Employment Benefit Plan to a lawyer on parental leave who has not taken pregnancy leave shall be,
- (a) where the lawyer serves the employment insurance waiting period, for the first two (2) weeks of the leave of absence, an amount equal to ninety-three per cent (93%) of the lawyer's weekly pay less all other wages or salary earned by the lawyer during the two (2) weeks; and
  - (b) for each week, to a maximum of fifteen (15) additional weeks, that the lawyer receives benefits under the *Employment Insurance Act (Canada)*, an amount equal to the difference between ninety-three per cent (93%) of the lawyer's weekly pay and the sum of the benefits under the *Employment Insurance Act (Canada)* that the lawyer receives for the week and of all other wages or salary earned by the lawyer during the week.
- 23.5.4 Payments under the Supplementary Employment Benefit Plan will not apply to leave that continues after fifty-two (52) weeks following the day the child is born or comes into the custody, care and control of the parent for the first time, where employment group insurance benefits do not apply.
- 23.5.5 For the purposes of clauses 23.5.2 and 23.5.3, a lawyer's weekly pay will be adjusted to include a merit component, calculated in accordance with clauses 23.5.6 and 23.5.7, and any negotiated wage increases for the classification of the lawyer's position on the last day of work as per clause 23.1.2, that are implemented during the leave.
- 23.5.6 For lawyers in the CC1 classification, the adjustment to the lawyer's weekly pay will be one (1) step at each point in time when the stepped increase would normally occur, and will include progression to the next salary classification level.
- 23.5.7 For lawyers in a salary classification higher than CC1, the adjustment to the lawyer's weekly pay will be the Level 3 rating.
- 23.5.8 In no case shall weekly pay exceed the maximum for the classification.

## **23.6 Continuance of Benefits**

23.6.1 During pregnancy leave, parental leave, or leave under 23.7.3, a lawyer may continue his or her participation in group insurance coverage and the pension plan unless the lawyer elects in writing not to do so. Vacation credits and seniority and service shall also continue to accrue during such leaves. Continuous service for severance accrues during pregnancy and parental leaves except during the six (6) week extended leave for a biological father or adoptive parent.

23.6.2 Unless a lawyer gives the Employer written notice referred to in clause 23.6.1, the Employer shall continue to pay the premiums for the group insurance coverages and contributions to the pension plan that the Employer was paying immediately before the lawyer's pregnancy leave or parental leave and the lawyer shall continue to pay the premiums for the group insurance coverages and pension plan contributions that he or she was paying immediately before the pregnancy leave or parental leave. Pensionable service shall also continue to accrue.

## **23.7 Additional Leave Without Pay**

23.7.1 A lawyer on pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of such leave, to a parental leave of absence for not more than thirty-five (35) weeks.

23.7.2 The parental leave to which clause 23.7.1 applies shall commence immediately following the expiry of the pregnancy leave, if taken.

23.7.3 Except for a lawyer to whom clause 23.3 (Pregnancy Leave) applies, a lawyer on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a consecutive leave of absence without pay and with accumulation of credits for not more than six (6) weeks. Continuous service for severance purposes does not accrue during the six week extended leave period.

## **23.8 Reinstatement**

23.8.1 A lawyer returning to work after pregnancy leave, or parental leave or a leave referred to in Article 23.7 shall be reinstated to the position he or she most recently held with the Employer on a regular and not a temporary basis, if the position still exists, or to a comparable position, if it does not.

23.8.2 The Employer shall pay a reinstated lawyer salary that is at least equal to the greater of,

- (a) the salary he or she was most recently paid by the Employer; or
- (b) the salary that he or she would be earning had he or she worked throughout the leaves of absence referred to in this Article.

### **Fixed Term Lawyers**

23.9 A fixed term lawyer shall continue to receive entitlements as of June 6, 2002, pursuant to the *Public Service Act* as replaced by Directives under the *Public Service of Ontario Act* and the provisions of the *Public Service Pension Plan*, subject to the *Employment Standards Act, 2000*.

## **ARTICLE 24 – VACATION ENTITLEMENTS FOR REGULAR LAWYERS**

24.1 A full-time lawyer is entitled to vacation credits at the rate of:

- one and one-quarter (1 1/4) days per month during the first eight (8) years of continuous service;

- one and two-thirds (1 2/3) days per month after eight (8) years of continuous service;
- two and one-twelfth (2 1/12) days per month after fifteen (15) years of continuous service;
- two and one-half (2 ½) days per month after twenty-six (26) years of continuous service.

24.2 A part-time lawyer is entitled to a pro-rated portion of the vacation credits shown in Article 24.1 above based on the ratio that the lawyer's regularly scheduled hours of work bear to full-time employment.

24.3 A lawyer is entitled to vacation credits under Articles 24.1 or 24.2 as the case may be in respect of a month or part thereof in which he or she is at work or on a leave of absence with pay.

24.4 A lawyer is not entitled to vacation credits,

- (a) in respect of a whole month in which he or she is on leave of absence without pay;
- (b) in respect of a whole month in which he or she receives benefits under the Long Term Income Protection Plan; and
- (c) where he or she receives benefits under an award made under the *Workplace Safety and Insurance Act*, in respect of a whole month after the first six (6) months in which he or she receives such benefits unless the lawyer is receiving payment for accumulated credits during such whole month.

24.5 A lawyer shall be credited with his or her vacation credits for each calendar year on the first (1<sup>st</sup>) day of January in that year.

24.6 A lawyer may accumulate vacation credits to a maximum of three (3) times his or her annual credits but a lawyer's vacation credits shall be reduced to a maximum of two (2) years' credits not later than the 31<sup>st</sup> day of December in each year. For the purposes of vacation payout in the event of resignation, retirement, layoff, termination of employment or commencement of Long Term Income Protection, the lawyer's vacation credits shall be reduced to a maximum of one (1) year's credits not later than the 31<sup>st</sup> day of December in each year.

24.7 Where a lawyer is prevented from taking a vacation as a result of,

- (a) an injury for which an award is granted under *the Workplace Safety and Insurance Act*;
- (b) total disability; or
- (c) an extraordinary requirement of the Employer;

and the lawyer's vacation credits in respect of that vacation are forfeited under Article 24.6, the lawyer's Deputy Attorney General shall grant him or her, at the lawyer's request, a leave of absence with pay to replace the forfeited vacation days.

24.8 A lawyer commencing employment during a year shall be credited at that time with vacation credits calculated in accordance with Article 24.1, in the case of a full-time lawyer, or Article 24.2 in the case of a part-time lawyer, for the balance of the calendar year, but the lawyer shall not take vacation until six (6) months of continuous service have been completed.

24.9 A lawyer who has completed six (6) months of continuous service may, with the approval of his or her manager, take vacation to the extent of his or her vacation entitlement and his or her

accumulated vacation credits shall be reduced by the vacation taken.

- 24.10 Where a lawyer has completed twenty-five (25) years of continuous service, there shall be added to the lawyer's accumulated vacation, on that occasion only,
- (a) for a full-time lawyer, five (5) days of vacation; and
  - (b) for a part-time lawyer, that portion of five (5) days' vacation equal to the portion his or her regularly scheduled hours of work bear to full-time employment.
- 24.11 A lawyer who completes twenty-five (25) years of continuous service on or before the last day of the month in which the lawyer attains sixty-four (64) years of age is entitled, after the end of that month, to:
- (a) five (5) days of pre-retirement leave with pay, if the lawyer is a full-time lawyer; or
  - (b) that portion of five (5) days pre-retirement leave with pay equal to the portion that the lawyer's regularly scheduled hours of work bear to full-time employment if the lawyer is a part-time lawyer.
- 24.12 When a lawyer leaves the Ontario Public Service prior to the completion of six (6) months of continuous service, he or she is entitled to vacation pay at the rate of four percent (4%) of his or her earnings during the period of his or her employment.
- 24.13 A lawyer who has completed six (6) or more months of continuous service is entitled, upon his or her request, to be paid in an amount computed at the rate of the lawyer's last regular salary, for any unused vacation standing to his or her credit at the date on which he or she qualifies for payments under the Long Term Income Protection Plan.
- 24.14 Where a lawyer ceases to be an employee, there shall be deducted from his or her accumulated vacation credits an amount in respect of the whole months remaining in the year after he or she ceases to be an employee computed at the rate set out in Article 24.1 in the case of a full-time lawyer and at the rate set out in Article 24.2 in the case of a part-time lawyer.
- 24.15 Vacation taken in excess of the vacation credits to which a lawyer is entitled on the date he or she ceases to be an employee shall be deducted from the amount of severance under Article 32 (Termination Payments) paid to him or her and from any salary to which he or she may be entitled.

## **ARTICLE 25 – VACATION ENTITLEMENTS FOR FIXED TERM LAWYERS**

- 25.1 A fixed-term full-time lawyer is entitled to vacation credits at the rate of 1¼ days for each full month in which he or she is at work or is on vacation leave of absence or leave of absence with pay.
- 25.2 A fixed-term full-time lawyer who leaves the fixed-term service prior to the completion of six months service is entitled to vacation pay at the rate of 4 per cent of the earnings of the lawyer during the period of his or her employment.
- 25.3 A fixed-term full-time lawyer who has completed six or more months of continuous service in the public service shall be paid for any unused vacation standing to his or her credit at the date he or she ceases to be an employee.
- 25.4 A fixed-term full-time lawyer may take vacation leave of absence only to the limit of his or her earned vacation credits, may not take vacation leave of absence during the first six months of employment and his or her accumulated vacation credits shall be reduced by the vacation leave of absence taken.

25.5 A fixed-term lawyer who is not full-time is entitled to an additional amount equal to 4 percent of total earnings as vacation compensation.

## **ARTICLE 26 – COMPENSATION OPTION CREDIT FOR REGULAR LAWYERS**

26.1 A lawyer is entitled to accumulate compensation option credits in each year for the portion of the year during which he or she is a lawyer at the rate of,

- (a) 5/12 of one credit per month in the year, if the lawyer is a full-time lawyer, and
- (b) that portion of 5/12 of one credit per month in the year that is equal to the portion that the lawyer's regularly scheduled hours of work bear to full employment, if the lawyer is a part-time lawyer.

26.2 The compensation option credits that a lawyer is entitled to accumulate in a year under Article 26.1 shall be credited to the lawyer on the 1st day of January in the year or on the day in the year when the lawyer first becomes a regular lawyer, whichever is later.

26.3 From the compensation option credits credited to a lawyer in a year in accordance with this Article, there shall be deducted, to a maximum of the credits credited to the lawyer in the year, credits at the rate set out in this Article, as the case requires, for,

- (a) each whole month in the year throughout which the lawyer is on leave of absence without pay;
- (b) each whole month in the year throughout which the lawyer receives benefits under the Long Term Income Protection Plan;
- (c) each whole month in the year throughout which the lawyer 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 lawyer received benefits under that award, and if the lawyer is not 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 lawyer ceases to be a lawyer;
- (e) each whole month in the year throughout which the lawyer is on leave of absence with pay under Article 32.6.3 or 32.6.6 and for the month in the year, if less than a whole month, in which the leave of absence with pay ends;
- (f) any month wholly comprised of consecutive periods of less than a month for which credit would be deducted under clauses (a) to (e) if the periods were whole months.

26.4 With the approval of the Deputy Attorney General, a lawyer may take leave of absence with pay in respect of some or all of the lawyer'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 lawyer is entitled, and the lawyer's accumulated compensation option credits shall be reduced by the leave of absence with pay taken.

26.5 If, after making any deduction required in Article 26.3 and 26.4, a lawyer's accumulated compensation option credits at the end of a year exceed twenty, the excess shall be deducted from the lawyer's accumulated compensation option credits before compensation option credits for the next year are credited to the lawyer.

- 26.6 Each day or part thereof by which a leave of absence with pay taken by a lawyer under Article 26.4 exceeds the lawyer's accumulated compensation option credits after making any deduction required by Article 26.3 or 26.2 shall be deducted from the regular lawyer's vacation credits, and the lawyer 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.
- 26.7 Any amount to be repaid under Article 26.6 may be deducted from any payment the lawyer is entitled to receive from the Crown in respect of salary or termination of employment or otherwise.
- 26.8 A lawyer is not entitled to be paid for any accumulated compensation option credits to which the lawyer remains entitled when the lawyer ceases to be a lawyer or when the lawyer is on a leave of absence with pay under Article 32.6.3 or 32.6.6.

## **ARTICLE 27 – HOLIDAYS**

- 27.1 A full-time regular or fixed-term lawyer is entitled to a holiday in each year on each of the following days:

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

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

In this Article "Civic holiday" means the first Monday in August.

- 27.2 A part-time regular lawyer shall be entitled to a holiday each year on each of the days shown in Article 27.1 which fall on a regularly scheduled working day.
- 27.3 Special holidays granted during vacation leave of absence shall be computed as part thereof, but no other holidays shall be computed therein
- 27.4 Where a regular or fixed-term lawyer is required to work on any holiday specified in Article 27.1, he or she is entitled to a compensating day as a holiday in lieu thereof.
- 27.5 When a holiday specified in Article 27.1 falls on a Saturday or Sunday, or when any two of them fall on a successive Saturday and Sunday, the regular working day or days next following is a holiday or are holidays, as the case may be, in lieu thereof, but when such next following regular working day is also a holiday the next regular working day thereafter is in lieu thereof a holiday.
- 27.6 Article 27.5 does not apply to New Year's Day, Canada Day, Remembrance Day, Christmas Day and Boxing Day in respect of a lawyer whose work schedule is subject to rotating work weeks that include scheduled weekend work on a regular or recurring basis.
- 27.7 A part-time fixed-term lawyer is entitled as holiday compensation to additional pay equal to four per cent of total earnings other than vacation compensation.

## **ARTICLE 28 – WITNESS DUTY LEAVE**

- 28.1 Where a full-time or part-time regular lawyer or a full-time fixed term lawyer is absent by reason of a summons to attend as a witness, the lawyer may at his or her option,



- (a) treat the absence as leave without pay and retain any fee he or she receives as a witness;
- (b) deduct the period of absence from his or her vacation credits and retain any fee he or she receives as a witness; or
- (c) treat the absence as leave with pay and pay to the Minister of Finance any fee he or she has received as a witness.

28.2 Where a part-time fixed term lawyer is absent by reason of a summons to attend as a witness, the lawyer may at his or her option,

- (a) treat the absence as leave without pay and retain any fee he or she receives as a witness;
- (b) treat the absence as leave with pay and pay to the Minister of Finance any fee he or she has received as a witness.

## **ARTICLE 29 – DISCRETIONARY LEAVE FOR REGULAR LAWYERS**

29.1 The Deputy Attorney General may grant a lawyer leave of absence with pay for not more than three days in a year upon special or compassionate grounds.

29.2 Leave of absence without pay and without accumulation of credits may be granted to a lawyer by the Deputy Attorney General

29.3 Leave of absence with pay may be granted for special or compassionate purposes to a lawyer for a period of,

- (a) not more than six months with the approval of his or her Deputy Attorney General; and
- (b) over six months upon the certificate of the Public Service Commission.

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

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

29.6.1 Where a “leave of absence” is a leave of absence for the purpose of undertaking employment under the auspices of the Government of Canada or other public agency or in the private sector the following provisions apply:

- (a) The Deputy Attorney General may grant to a lawyer leave of absence with pay for a period of not more than two years and, if the leave was granted for less than two years, may extend it from time to time, provided the total period of the absence is not more than two years.
- (b) The Deputy Attorney General may grant to a lawyer leave of absence with pay for a period of not more than five years and, if the leave was granted for less than five years, the Deputy Attorney General, with the approval of the Secretary of Management Board of Cabinet, may extend it from time to time, provided the total period of the absence is not more than five years.
- (c) Where a leave of absence was originally granted under Article 29.6.2, the Deputy Attorney General may extend it from time to time provided the total period of absence does not exceed five years.

(d) Where leave of absence with pay is granted,

the lawyer is entitled to the same sick leave benefits and vacation credits to which the lawyer would be entitled if the lawyer had not taken the leave of absence;

the lawyer shall submit regular personal attendance reports; and

the employing agency shall reimburse the Minister of Finance,

(i) for the salary of the lawyer, and

(ii) for contributions made by the Government of Ontario on behalf of the lawyer in respect of the Public Service Pension Plan, the Canada Pension Plan, the *Employment Insurance Act* (Canada) and group insurance plans.

(e) The Deputy Attorney General may grant to a lawyer leave of absence without pay and without accumulation of credits for a period of not more than two years and, if the leave was granted for less than two years, may extend it from time to time, provided the total period of the absence is not more than two years.

(f) The Deputy Attorney General may grant to a lawyer leave of absence without pay and without accumulation of credits for a period of not more than five years and, if the original leave was for less than five years, the Deputy Attorney General, with the approval of the Secretary of Management Board of Cabinet, may extend it from time to time, provided the total period of the absence is not more than five years.

(g) Where a leave of absence was originally granted under Article 29.6.1 (e), the Deputy Attorney General may extend the leave of absence from time to time, provided the total period of absence does not exceed five years.

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

## **ARTICLE 30 – CANADIAN FORCES TRAINING LEAVE FOR REGULAR EMPLOYEES**

30.1 The Deputy Attorney General may grant leave of absence for not more than one week with pay and not more than one week without pay in a year to a lawyer in his or her ministry for the purpose of Canadian Forces Reserve training.

## **ARTICLE 31 – FIXED TERM LAWYER PERCENT IN LIEU OF BENEFITS**

31.1 (a) fixed term CC1 lawyers initially hired or offered employment prior to April 5, 2006 will receive six percent (6%) in lieu of benefits and entitlements.

(b) fixed term CC3 lawyers initially hired or offered employment prior to July 25, 2002 will continue to receive the same percentage in lieu of benefits that they were receiving prior to April 5, 2006. Fixed term CC3 lawyers initially hired or offered employment between July 25, 2002 and April 5, 2006 will continue to receive the same percentage in lieu of benefits that they were receiving prior to April 5, 2006.

31.2 Fixed term CC1 or CC3 lawyers initially hired or offered employment after April 5, 2006 shall receive four percent (4%) of regular salary in lieu of those benefits and entitlements available to regular lawyers, but not available to fixed term lawyers.

31.3 If a fixed term lawyer becomes a regular lawyer, salary in lieu of benefits and entitlements will cease

## **ARTICLE 32 – TERMINATION PAYMENTS FOR REGULAR EMPLOYEES**

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

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

i. death,

ii. total and permanent disability that entitles him or her to a pension or payment under the Public Service Pension Plan, or

iii. dismissal from employment under section 39 of the *Public Service of Ontario Act*,

in an amount equal to one week of salary for each year of service; or

(b) where the employee has completed five years of continuous service and ceases to be an employee for any reason other than,

i. dismissal for cause under section 34 of the *Public Service of Ontario Act*, or

ii. abandonment of position under section 42 of the *Public Service of Ontario Act*,

in an amount equal to one week of salary for each year of service.

32.2 Despite the definition of “continuous service” in Article 16.1, for the purposes of Articles 32.3 to 32.6, a leave of absence without pay granted to an employee under section 14 or 15 of the Key Directive on HR Administration issued by the Public Service Commission or an absence for a period not exceeding two years in respect of which a direction has been given under section 17 of the Key Directive on HR Administration issued by the Public Service Commission shall be deemed not to interrupt a period of continuous service ending immediately before and commencing immediately after the absence, and shall not be included as part of the continuous service of the employee.

32.3.1 An employee

(a) who has completed a minimum of one year of continuous service and who ceases to be an employee because of,

i. death,

ii. total and permanent disability that entitles him or her to a pension or payment under the Public Service Pension Plan, or

iii. dismissal from employment under section 39 of the *Public Service of Ontario Act*, or

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

- i. dismissal for cause under section 34 of the *Public Service of Ontario Act*, or
- ii. abandonment of position under section 42 of the *Public Service of Ontario Act*,

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

32.3.2 The severance pay in Article 32.3.1 is equal to

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

32.3.3 Articles 32.3.1 and 32.3.2 do not apply to an employee in respect of service on or after January 1, 2005:

- (a) who is in a class of position of Crown Counsel 1, 3 or 4 on April 5, 2006, and who ceases to be employed in the part of the public service consisting of persons appointed under section 32 of the *Public Service of Ontario Act* because he or she has resigned.
- (b) who is in a class of position of Crown Counsel 1, 3 or 4 on April 5, 2006, and who ceases to be employed in the part of the public service composed of lawyers appointed under section 32 of the *Public Service of Ontario Act* on or after January 1, 2007 because he or she has retired, but only if he or she is entitled to a pension, other than a disability pension, under the *Public Service Pension Plan* immediately after retiring.
- (c) who is in a class of position of Crown Counsel 1, 3 or 4, who first becomes employed in the part of the public service consisting of persons appointed under section 32 of the *Public Service of Ontario Act* on or after April 5, 2006, and who ceases to be employed in the part of the public service consisting of persons appointed under section 32 of the *Public Service of Ontario Act*,
  - (i) because he or she has resigned, or
  - (ii) because he or she has retired, but only if he or she is entitled to a pension, other than a disability pension, under the *Public Service Pension Plan* immediately after retiring.

32.3.4 For the purpose of clause 32.3.2, "week's salary" means the salary the employee would receive if the employee were in full employment.

32.3.5 Despite the definition of "continuous service" in Article 16.1 for the purpose of this section, an employee's period of continuous service under the *Legislative Assembly Act* immediately prior to the employee's appointment as a public servant under section 32 of the *Public Service of Ontario Act* shall be taken into account in computing the minimum period of continuous service mentioned in Article 32.3.1 (b) and in computing the severance pay mentioned in Article 32.3.1, but the severance pay to which the employee is entitled under that subsection shall be reduced by an amount equal to the amount, if any, of the severance pay received by the employee in respect of the termination of his or her service under the *Legislative Assembly Act* for any period of such service that is also taken into account in computing is or her severance pay under Article 32.3.1.

32.3.6 In Article 32.3.5, "service under the *Legislative Assembly Act*" includes continuous service for at least one year as an employee of the caucus of a political party or of a member of the Assembly where the

regular salary is paid out of money appropriated for the use of the caucus or member under the Legislative Assembly Act.

- 32.4.1 The following employees who have completed less than five years of continuous service on or before April 5, 2006 are entitled to severance pay under this section for their continuous service on or before December 31, 2004:
- (a) An employee in a class of position of Crown Counsel 1, 3 or 4 who ceases to be an employee because:
    - i. because he or she has resigned, or
    - ii. because he or she has retired, but only if he or she is entitled to a pension, other than a disability pension, under the Public Service Pension Plan immediately after retiring.
  - (b) An employee who on April 5, 2006 was a fixed term employee in a class of position of Crown Counsel 1, 3 or 4 and who became a regular employee on or before December 31, 2006 and who ceases to be employed in the part of the public service composed of employees appointed under section 32 of the *Public Service of Ontario Act*,
    - i. because he or she has resigned, or
    - ii. because he or she has retired, but only if he or she is entitled to a pension, other than a disability pension, under the Public Service Pension Plan immediately after retiring.
- 32.4.2 Articles 32.3.4, 32.3.5 and 32.3.6 apply, with necessary modifications, with respect to severance pay to which an employee is entitled under this Article.
- 32.5.1 The total of the amount paid to an employee in respect of his or her severance pay must not exceed one-half of his or her annual salary,
- (a) on the date when he or she ceases to be an employee; or
  - (b) in the case of an employee receiving benefits under the Long Term Income Protection Plan, on the date when the employee received his or her last salary before receiving benefits under the Plan.
- 32.5.2 The calculation of the severance pay in Article 32.5.1 is based on his or her salary,
- (a) on the date when he or she ceases to be an employee; or
  - (b) in the case of an employee receiving benefits under the Long Term Income Protection Plan, on the date when the employee received his or her last salary before receiving benefits under the Plan.
- 32.5.3 Where a computation for severance pay involves part of a year, the computation in respect of that part shall be made on a monthly basis, and,
- (a) any part of a month that is less than fifteen days shall be disregarded; and
  - (b) any part of a month that is fifteen or more days shall be deemed to be a month.
- 32.5.4 For the purposes of Article 32.5 the salary of a part-time employee shall be determined as if he or she were in full employment.

- 32.6.1 An employee may receive only one termination payment for a given period of continuous service.
- 32.6.2 An employee whose total period of service is interrupted by a hiatus in service may, at the employee's option, repay any termination payment received as a result of that absence to the Minister of Finance, and thereby restore termination pay entitlements for the period of continuous service for which the payment had been made.
- 32.6.3 An employee who intends to terminate his or her employment and who would, upon the termination of employment, be entitled to a termination payment under Article 32.1 and 32.3 may elect, in lieu of the payment, to take a leave of absence with pay of not more than the lesser of,
- (a) the length of time determined under those sections for computing the termination payment to which the employee would be entitled; and
  - (b) the length of time between the commencement of the leave of absence with pay and the end of the month in which the employee will attain sixty-five years of age.
- 32.6.4 The employment of an employee who has elected to take a leave of absence with pay under Article 32.6.3 continues until the end of the leave of absence.
- 32.6.5 Subject to Article 32.6.6 an employee's entitlement to a termination payment under Article 32.1 and 32.3 shall be reduced to reflect the time taken by the employee as a leave of absence with pay under Article 32.6.3.
- 32.6.6 Where a leave of absence with pay under Articles 29.1, 29.2, 29.3, 29.4 and 29.5 has been granted to an employee,
- (a) in consequence of the employee's intended termination of employment and election to take a leave of absence with pay under Article 32.6.3; and
  - (b) for a period of time equal to the leave of absence with pay taken by the employee under Article 32.6.3.
- The employee's entitlement to a termination payment under Article 32.1 or 32.3 shall be reduced to reflect one-half of the time taken by the employee under Article 32.6.3 as a leave of absence with pay, and one-half of each day of the total number of days of leave granted under Articles 29.1, 29.2, 29.3, 29.4 and 29.5 and of leave taken under Article 32.6.3 shall be allocated to each of the leaves of absence.
- 32.6.7 Articles 32.6.3 to 32.6.6 apply despite Articles 32.1 and 32.3.
- 32.7 Despite Article 32.5.1, where in the opinion of the Public Service Commission special circumstances exist, a payment may be made by way of termination allowance to a lawyer on the termination of the employment of the employee.

## **SECTION III — JOB SECURITY**

### **ARTICLE 33 – DEFINITIONS**

In this Section,

"Seniority" means continuous OPS regular or fixed term service, from the date of hire, except where the break in service is in excess of 13 weeks (including service as an office holder or as an ALOC fee

for service lawyer but reduced for any service which the fee for service lawyer had as an independent contractor engaged on a specific project. However, continuous service is not broken by and continues to accumulate during paid or unpaid leaves. Lawyers working less than half-time shall have their seniority pro-rated with the exception of lawyers employed at the time of ratification of this agreement, who shall be treated as if they were full-time employees.

ALOC: "Office" means a work unit, including an established and existing part of a Branch other than a Branch in the Criminal Law Division, to which the lawyer is assigned and for the purposes of this section, where two or more offices have been or are to be merged, those offices are to be treated as a single office.

OCAA: "Office" means a location (including any satellite offices of that location) which is normally led by a Crown Attorney or Director in the Criminal Law Division. For greater certainty, a region is not an office.

"Lay-off" means the reduction of the workforce because of shortage of work, economic or fiscal conditions, or any other reasons unrelated to discipline, and includes the termination or failure to renew the contract of a fixed term lawyer.

"ALOC fee-for-service lawyer" means a fee-for-service lawyer outside of the Criminal Law Division who is a dependent contractor not engaged on a specific project.

## **ARTICLE 34 – LAY-OFFS**

### **34.1 Order of Lay-off**

#### **34.1.1 Order of Lay-off — OCAA**

In the event of lay-off of lawyers in an office, the following rules apply in the Criminal Law Division:

- (a) fixed term lawyers with two (2) or less years of seniority shall be laid off first;
- (b) fixed term lawyers with more than two years seniority shall be laid off after the lay-off in (a), in reverse order of seniority;
- (c) any remaining lawyers shall be laid off in the reverse order of seniority;
- (d) in applying (a), (b), or (c) where the least senior lawyer is performing legal work of a unique and specialized nature that cannot be performed by another lawyer in that office, the next lawyer on the seniority list in that office shall be laid off.

#### **34.1.2 Order of Lay-off — ALOC**

In the event of lay-off of lawyers in an office, the following rules apply in an office other than an office in the Criminal Law Division:

- (a) ALOC fee-for-service lawyers with two (2) years or less of seniority shall be laid off first, followed by fixed term lawyers with two (2) or less years of seniority;
- (b) ALOC fee-for-service lawyers with more than two (2) years of seniority shall be laid off after the lay-off in (a), in reverse order of seniority;

- (c) fixed term lawyers with more than two (2) years of seniority shall be laid off after the lay-off in (a) and (b), in reverse order of seniority;
- (d) any remaining lawyers shall be laid off in the reverse order of seniority;
- (e) in applying (a), (b), (c) and (d) where the least senior lawyer is performing legal work of a unique and specialized nature that cannot be performed by another lawyer in that office, the next lawyer on the seniority list in that office shall be laid off.

34.1.3 With respect to Article 34.1 (order of lay-off), it is agreed that for the sole purpose of ascertaining whether a fixed term lawyer has reached the two year seniority threshold used to determine order of layoff, only time that the lawyer has spent employed in his or her professional capacity, other than time as an articling student, will be included in the computation of the two years. For clarity, this means that articling time will not count for the purpose of ascertaining whether a fixed term lawyer has reached the two year seniority threshold used to determine order of layoff under Article 34.1

However, it is understood that fixed term lawyers who have seniority as of April 5, 2006 continue to accrue seniority for the purposes of Article 34.1 in respect of articling time in the office in which the lawyer receives a notice of layoff, but not in respect of articling time in a different office.

#### **34.2 Notice Period**

The Employer shall give at least nine (9) months' notice of the lay-off to any regular lawyer or any fixed term lawyer with five (5) or more years of seniority or any ALOC fee-for-service lawyers with five or more years of seniority, with a copy of the notice of lay-off to the relevant Association.

#### **34.3 Exception to Notice Period**

In the case of a lay-off of a fixed term lawyer with less than five (5) years seniority and an ALOC fee-for-service lawyer with less than five (5) years seniority and any fee for service lawyer represented by OCAA, the lawyer shall receive notice in accordance with the *Employment Standards Act*, or the applicable provisions of his or her contract, whichever is greater, with a copy of the notice of lay-off to the relevant Association.

#### **34.4 Contents of Notice**

The lay-off notice shall be in writing and shall include the following:

- (a) a statement of the reason for the lay-off;
- (b) a statement of each lawyer's entitlements under this section (Job Security);
- (c) the date at which the lay-off is to be effective.

#### **34.5 Pay-in-lieu Option**

A regular lawyer, or fixed term lawyer with five (5) or more years of seniority, who receives notice of lay-off under Article 34.2 (Notice Period) may within three (3) weeks of receiving notice of lay-off, choose to take nine (9) months of pay-in-lieu of remaining notice. A regular lawyer who receives a notice of lay-off prior to June 30, 2013 is also entitled to receive, as part of the pay-in-lieu option, severance payment of one (1) week per year of service which is in addition to severance under Article 32 (Termination Payments) of this agreement. A lawyer who chooses the pay-in-lieu option is deemed to have waived any rights under Article 11 (Job Trading Policy) and Articles 35 (Redeployment), 36 (Bumping Rights) and 37 (Maintenance of Salary and Status). Where a lawyer chooses the pay-in-lieu



option, and advises the Employer of preferences for payment to ensure tax-effective treatment, the Employer will comply, subject to requirements at law.

#### **34.6 Mid-notice Pay-in-lieu Option**

If a regular lawyer, or fixed term lawyer with five (5) or more years of seniority, does not choose the pay-in-lieu option within three (3) weeks of receipt of his or her notice of lay off but subsequently chooses to leave before the end of his or her nine months' notice period, he or she may take the remaining period of notice in pay-in-lieu of the remaining notice. A regular lawyer is also entitled to severance under Article 32 (Termination Payments) of this agreement. If a regular lawyer chooses to exercise this option within three (3) months of receiving notice of lay-off and the notice of lay-off was received prior to June 30, 2013, the lawyer will also be entitled to receive, as part of the mid-notice pay-in-lieu option, the enhanced severance payment of one (1) week per year of service. A lawyer who chooses to take this payment is deemed to have waived any rights under Article 11 (Job Trading Policy) and Articles 35 (Redeployment), 36 (Bumping Rights) and 37 (Maintenance of Salary and Status). Where a lawyer chooses this payment and advises the Employer of preferences for payment to ensure tax-effective treatment, the Employer will comply, subject to requirements at law.

#### **34.7 Severance**

Where a regular lawyer has received a notice of lay-off and does not take the pay-in-lieu option or the mid-notice pay-in-lieu option, the lawyer continues to be entitled, upon leaving, to one (1) week per year of service in severance under Article 32 (Termination Payments) of this agreement.

#### **34.8 Voluntary Exit**

Where less than the full complement of regular lawyers in an office receive notice of lay-off under Article 34.2 (Notice Period) and some or all of those lawyers do not wish to take the pay-in-lieu option, the other regular lawyers in the office will be offered the opportunity to volunteer for the pay-in-lieu option under Article 34.5 (Pay-in-Lieu Option). Approval of requests to volunteer for the pay-in-lieu option will be in the discretion of the work unit manager, acting reasonably. For the purpose of greater certainty, this does not mean that lawyers can volunteer for pension related provisions, such as the provisions of Articles 34.9 (Pension) and 34.10 (Pension Bridging).

#### **34.9 Pension**

Regular lawyers who receive a notice of lay-off on or before June 30, 2009 and choose the pay-in-lieu option or the mid-term notice option may continue to accrue pension credits for the period represented by their notice period and any severance entitlement under Article 32 (Termination Payments) of this agreement and enhanced severance payment, subject to making employee contributions to the pension plan. The June 30, 2009 date may be extended by mutual agreement of the Associations and the Employer, or in accordance with the terms of the pension plan.

#### **34.10 Pension Bridging**

34.10.1 A regular lawyer who has received a notice of lay-off on or before March 31, 2006 may choose the pension bridging option, which will be subject to the following rules:

- (a) For any specific lawyer the maximum amount of leave that can be taken for the pension bridging option shall be calculated as follows:
  - (i) determine the total amount of time from the date on which the lawyer receives the notice of lay-off that is needed for the lawyer to reach the next earliest of his or her actuarially unreduced pension options and, from that amount, subtract:

- the lawyer's nine-month notice period; and
  - the number of weeks of paid leave of absence that the lawyer's severance under Article 32 (Termination Payments) can be converted into under the existing provisions of the collective agreement.
- (ii) 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 benefit coverages with the exception of the Short Term Sickness Plan and Long Term Income Protection.
- (b) The leaves of absence shall commence before the conclusion of the lawyer's nine (9) month notice period and shall be taken as follows:
- (i) the unpaid leave of absence, the maximum length of which is determined in accordance with clause 34.10.1(a)(ii) above, shall be taken first. During this leave of absence, in lieu of the employee pension contributions being made directly by the lawyer, the lawyer's right to enhanced severance under this agreement, if any, shall be reduced by an amount equivalent to the lawyer's pension contribution, which contribution the Employer shall pay into the pension plan and the Employer contributions shall also be paid into the pension plan by the Employer;
- (ii) the leave of absence with pay equal to the lawyer's number of weeks of severance under Article 32 (Termination Payments) of this agreement shall be taken after the leave without pay in clause 34.10.1(a)(ii). During this leave of absence the employee pension contributions shall be deducted from the lawyer's biweekly payments;
- (iii) at the conclusion of the leave of absence with pay the lawyer shall return to complete whatever portion of the nine-month notice period remains. At the end of this period the lawyer:
- shall retire;
  - shall receive the enhanced severance, reduced by an amount equivalent to his or her pension contributions for the unpaid leave of absence; and
  - shall be entitled to exercise his or her right to an actuarially unreduced pension.

34.10.2 The March 31, 2006 date may be extended by mutual agreement of the Associations and the Employer, or in accordance with the terms of the pension plan.

34.10.3 The arrangement is contingent on Revenue Canada approval.

### **34.11 Alternate Working Arrangement Option**

Upon receipt of the lay-off notice by any lawyer in an office, the lawyers in the office shall be given the opportunity, with the assistance of the relevant Association, to propose, within one (1) week of receipt of notice, alternate work arrangements, voluntary unpaid leaves of absence, or any other measures, for the purpose of avoiding the lay-offs. The measures proposed must address the nature of the reduction (e.g. temporary or permanent). Upon the request of ALOC or OCAA, the Employer shall meet with the relevant Association and lawyers within ten (10) days of the request to discuss the proposed arrangements or measures, and the Employer shall reasonably consider the proposed arrangements or measures. Where such arrangements are agreed to, any person subsequently

exercising rights under Article 11 (Job Trading Policy) and Articles 35 (Redeployment), 36 (Bumping Rights) and 37 (Maintenance of Salary and Status), shall be obliged to comply with such arrangements as a condition of exercising rights under Articles 11, 35 or 36 of this Collective Agreement, with the bumping salary maintenance rules under Article 37 applied on a pro-rated basis.

#### **34.12 Provision of Information**

The Employer shall supply each Association with such information as is reasonably required so that the parties and individual lawyers can make fully informed decisions as to the exercise of their rights under this Section, including each lawyer's seniority/service date, and will use its best efforts to make available to each Association on at least a quarterly basis, and as needed for lay-off purposes, a seniority list sorted by such categories, including office, division/region and salary, as will facilitate the bumping process.

#### **34.13 Agency Transfers**

Where a lawyer receives notice of lay-off because the Employer is transferring an office, branch or other work unit, or part thereof, to a provincially established agency, board, commission, corporation or organization or to the broader public sector or the private sector:

- (a) A lawyer who accepts an offer with the new Employer will not be entitled to enhanced severance, where the new Employer agrees to recognize the lawyer's OPS continuous service for purposes of determining reasonable notice or severance entitlements with the new Employer. Such a lawyer also will waive entitlement to bumping, recall and redeployment rights under the Collective Agreement. Otherwise, the provisions of the Collective Agreement apply. However, where a lawyer accepts an offer with the new Employer within nine (9) months of the transfer, and previously received pay-in-lieu or mid pay-in-lieu after receiving notice of lay-off under 34.2 (Notice Period), the lawyer is obligated to repay any such pay-in-lieu or mid pay-in-lieu. The amount owing will be a debt due and owing to the Crown;
- (b) A lawyer who declines a job offer with the new Employer and then elects to receive payment of pay-in-lieu or mid pay-in-lieu, and/or enhanced severance under the Collective Agreement, but who then accepts a job with the new Employer within nine (9) months of the offer, is obligated to repay any such pay-in-lieu, mid pay-in-lieu and/or enhanced severance. The amount owing will be a debt due and owing to the Crown. Otherwise, the provisions of the Collective Agreement apply; and
- (c) In addition to the obligation under (b), a lawyer who declines a job offer with the new Employer, where the offer is equal to at least ninety percent (90%) of the sum of the current salary and the Employer's contribution to pension and insured benefits, waives entitlement to exercise his or her rights under Article 36 (Bumping Rights) of the Collective Agreement. Otherwise, the provisions of the Collective Agreement apply.

### **ARTICLE 35 – REDEPLOYMENT**

#### **35.1 Maintenance of Redeployment List**

The Employer shall maintain a redeployment list on which it shall immediately place the name of each regular lawyer, each ALOC fee-for-service lawyer with more than two (2) years seniority, and each fixed term lawyer who have been given a lay-off notice or notice of termination in accordance with the requirements of this Section. If a lawyer successfully exercises bumping rights under Article 36 (Bumping Rights) or obtains another position through Article 10 (Filling Vacancies), the lawyer shall be removed from the redeployment list.

## **35.2 Contents of Redeployment List**

The Redeployment List shall be a list for lawyers only and shall contain the following:

- (a) the name of each regular lawyer, and each fixed term lawyer, or ALOC fee-for-service lawyer with more than three (3) years of seniority, who has not yet been laid off and is the subject of a lay-off notice; who will continue to be on the list for an additional period of eighteen (18) months beginning from date of termination;
- (b) the name of each fixed term lawyer or ALOC fee-for-service lawyer with at least two (2) but less than three (3) years of seniority, who will continue to be on the list for a period of twelve (12) months beginning from the lawyer's date of termination;
- (c) the name of each fixed term lawyer with less than two (2) years of seniority for a period of six (6) months beginning from the lawyer's date of termination;
- (d) the name of the lawyer's office and its location;
- (e) the date at which the termination is to occur; and
- (f) the lawyer's seniority date.

## **35.3 Redeployment Rights**

Lawyers on the redeployment list have placement rights in the filling of vacancies as is set out in Article 10 (Filling Vacancies).

35.3.1 For clarity, lawyers on the Redeployment List are eligible to apply to competitions at Step 1.

35.3.2 If a lawyer is the successful candidate in a competition under Article 10, the lawyer's seniority shall be deemed to be his or her seniority at the time of lay-off.

## **35.4 Deferral of Redeployment**

Time on the redeployment list may be deferred in special circumstances, where requested by the affected lawyer in writing and with agreement of the Employer and the respective Association, and this agreement shall not be unreasonably withheld.

## **35.5 Confidentiality Respecting Lists**

Except for human resource and redeployment purposes, the Employer shall keep confidential the identity of lawyers whose names have been placed on the redeployment list, except that the Employer shall, each month, if there has been a change from the previous month, provide a copy of the list to each Association indicating the period for which each lawyer has been on the list.

## **ARTICLE 36 – BUMPING RIGHTS**

### **36.1 Definitions**

In this Article,

"Classification" means a lawyer's level (i.e. "CC") in the Crown Counsel Series for lawyers represented by ALOC or OCAA.

"Division" means the divisional structure of the Ministry of the Attorney General (currently the (1) Civil Law Division, (2) Victim and Vulnerable Persons Division, (3) Court Services Division, (4) Agency and Tribunal Relations Division), (5) Policy Division), (6) such other separate organizational structures within the Ministry of the Attorney General that are not structures within a particular division (currently restricted to the office of the Legislative Counsel), (7) a Division collectively consisting of Commission Public Bodies prescribed under the *Public Service of Ontario Act, 2006* which are not included in the Agency and Tribunal Relations Division or the Policy Division; but does not include the Criminal Law Division.

"Region" means the geographic regions used by the Ministry of the Attorney General in the Criminal Law Division.

## **36.2 Holder of Rights**

For the purposes of this Article, Article 11 (Job Trading Policy) and Articles 35 (Redeployment), 36 (Bumping Rights) and 37 (Maintenance of Salary and Status), only regular lawyers have bumping, redeployment and recall rights. Fixed term lawyers and ALOC fee-for-service lawyers have such redeployment rights as are set out under Article 35.

## **36.3 Right to Bump**

Where a lawyer is in receipt of a lay-off notice, and if the lawyer has not been redeployed in accordance with Article 35 (Redeployment) by the end of the fifth (5<sup>th</sup>) month from the receipt of the notice of layoff, he or she may, within three (3) weeks, give notice of the office into which the lawyer seeks to exercise bumping rights under this Article.

## **36.4 No Bumping Across Associations**

There will be no bumping between the OCAA and ALOC bargaining units.

## **36.5 Order of Bumping — ALOC**

An ALOC lawyer will be entitled to bump on the following basis:

- (a) initially, the lawyer will be entitled to bump the least senior lawyer in his or her classification (or if the lawyer chooses, at a lower classification), whose work he or she has the skills, competence and ability to perform, in any office in his or her division;
- (b) in addition, if the lawyer is unable to bump a lawyer at the same classification within his or her division, the lawyer will be entitled to bump the least senior lawyer at his or her classification, whose work he or she has the skills, competence and ability to perform, in any office in any of the other divisions;
- (c) however, if the lawyer is unable to bump a lawyer at the same or lower classification in his or her division, the lawyer will be entitled to bump the least senior lawyer at the same classification (or if the lawyer chooses, at a lower classification) whose work he or she has the skills, competence and ability to perform in any office in any division.

## **36.6 Order of Bumping — OCAA**

An OCAA lawyer will be entitled to bump on the following basis:

- (a) initially, the lawyer will be entitled to bump the least senior lawyer in his or her classification (or if the lawyer chooses, at a lower classification), whose work he or she has the skills, competence and ability to perform, in any office in his or her region;
- (b) in addition, if the lawyer is unable to bump a lawyer at the same classification in his or her region, the lawyer will be entitled to bump the least senior lawyer at the same classification, whose work he or she has the skills, competence and ability to perform, in any office in any of the other regions;
- (c) however, if the lawyer is unable to bump a lawyer at the same or lower classification within his or her region, the lawyer will be entitled to bump the least senior lawyer at the same (or if the lawyer chooses, a lower classification), whose work he or she has the skills, competence and ability to perform in any of the other regions.

### **36.7 Timing of Bump**

Any bump will be carried out within a reasonable period of time following the identification of the lawyer being bumped, subject to any other mutually agreeable arrangements. It is agreed that the expiry of the notice period under Article 34 (Lay-offs) will not result in the lay-off of a lawyer if that lawyer has successfully bumped another lawyer, and is waiting for the bump to be carried out.

### **36.8 Notice to Lawyer to be Replaced**

A lawyer who is bumped pursuant to the provisions of this Article shall immediately be given notice of lay-off, and is entitled to exercise the rights of a lawyer under this Section who is given notice of lay-off including the bumping provisions. The lawyer bumped by the first lawyer who is bumped will also be entitled to exercise the rights of a lawyer under this Section who is given notice of lay-off including the bumping provisions. However, should that lawyer exercise bumping rights, the lawyer he or she subsequently bumps will have all rights under Article 34 (Lay Offs) and Article 35 (Redeployment) but not bumping rights under Article 36.

### **36.9 CC1 to CC3 Bumping**

For the purpose of the application of Articles 35.5 and 35.6, a lawyer in the CC1 classification shall be permitted to bump a less senior lawyer in the CC3 classification and in such circumstances, the CC1 and CC3 classifications shall be deemed to be one classification.

### **36.10 Bumping Rules**

A lawyer must have greater seniority than the lawyer being bumped in order to exercise bumping rights, and if more than one lawyer is entitled to bump the same lawyer, the lawyer with greater seniority shall prevail.

### **36.11 No Relocation Expenses**

The Employer will not pay relocation expenses as a result of the exercise of the right to bump under this Article.

### **36.12 Clarification of Bumping Qualifications**

For greater certainty, the term "skills, competence and ability to perform the work" as used in this Section means without training but with a brief period of familiarization, not exceeding four (4) weeks.

Further, it is acknowledged that relevant experience is a relevant criterion in assessing whether a lawyer has the skills, competence and ability to perform the work.

## **ARTICLE 37 – MAINTENANCE OF SALARY AND STATUS: BUMPING, AND REDEPLOYMENT**

### **37.1 Maintenance of Salary Level: Bumping**

37.1.1 Where a regular lawyer bumps under Article 36 (Bumping Rights):

- (a) into the same classification, then if the salary of the lawyer being bumped is more than or less than, but within \$10,000 of the bumping lawyer's salary, the bumping lawyer shall maintain his or her salary. However, if the salary of the lawyer being bumped is more than \$10,000 lower than the bumping lawyer's salary, the bumping lawyer shall assume a salary equal to the salary of the lawyer being bumped plus \$10,000. In either case, the bumping lawyer shall maintain his or her classification and shall continue to be entitled to increments, merit/pay for performance increases and promotion.
- (b) into a lower classification, other than the CC1 classification, then if the salary of the lawyer being bumped is more than or less than but within \$10,000 of the bumping lawyer's salary, the bumping lawyer shall assume the maximum salary of the lower classification or his or her own salary, whichever is less. However, if the salary of the lawyer being bumped is more than \$10,000 lower than the bumping lawyer's salary, the bumping lawyer shall assume a salary equal to the salary of the lawyer being bumped plus \$10,000. In either case, the lawyer shall assume the lower classification and continue to be entitled to increments, merit/pay for performance increases and promotion.
- (c) into the CC1 classification from a higher classification, the bumping lawyer's salary shall be the greater of the floor of the CC3 classification or \$10,000 more than the salary of the lawyer being bumped but it is agreed that the bumping lawyer will not assume a salary greater than his or her salary at the time of the bump. In addition, the bumping lawyer shall be deemed to be in the CC3 classification and shall continue to be entitled to increments, merit/pay for performance increases and promotion.
- (d) in the case of a lawyer moving from CC1 to CC3, the lawyer shall retain his or her classification and salary and shall continue to be entitled to salary increments and merits but not above the maximum of the CC1 classification unless the lawyer is formally advanced to the CC3 classification.

### **37.2 Maintenance of Salary Level: Redeployment**

Where a lawyer fills a vacancy through redeployment under Article 35 (Redeployment), the lawyer shall maintain his or her salary and classification.

### **37.3 Status Not Altered**

In exercising bumping and redeployment rights, the parties agree that a lawyer's status (i.e. regular, fixed term or fee-for-service) will not be altered.

## **ARTICLE 38 –TREATMENT OF SECONDED LAWYERS/LAWYERS ON LEAVE**

38.1 For the purposes of this Section (Job Security), a lawyer who is on leave of absence, or seconded from his or her home position, will be treated as if the lawyer was working in his or her home position. A lawyer taking leave of absence or a secondment, other than under Article 34.10 (Pension Bridging), who is laid off may request the deferral of the time for exercising his or her rights under these

redeployment and job security provisions, and the Employer agrees that it will not unreasonably deny the request.

## **ARTICLE 39 – ALOC FEE-FOR-SERVICE LAWYERS**

### **39.1 Resolution of Status**

The Employer and ALOC agree to meet and attempt to resolve the status of all existing fee-for-service lawyers represented by ALOC, on an expeditious basis. The parties recognize that there may be fee-for-service lawyers, and agree that the Employer will request each Legal Director to identify any fee-for-service lawyers, and if there are any such lawyers, 39.2 of this Collective Agreement will apply and Article 39.3 of this Collective Agreement will apply to lawyers with more than two (2) years seniority.

### **39.2 Alteration of Status**

Where the parties agree that a fee-for-service lawyer is a dependent contractor not engaged in a specific project in an office, the lawyer's status will be altered to that of fixed term lawyer.

### **39.3 Dispute Resolution**

If the parties cannot resolve the matter, either party can request the assistance of Martin Teplitsky, who shall determine the status of the lawyers in question. If Mr. Teplitsky determines that a fee-for-service lawyer is a dependent contractor not engaged on a specific project, the lawyer's status will be altered to that of fixed term lawyer, and the determination will be final and binding.

### **39.4 Limitation**

The parties agree that the procedure set out in Articles 39.2 and 39.3 will apply only once a lawyer has more than two (2) years of seniority.

### **39.5 Impact on Seniority**

Where a lawyer's status is altered, the lawyer's seniority shall date from his or her start date with the Employer, whether as fee-for-service lawyer or otherwise, subject to the thirteen (13) week break in service rule set out in the definition of seniority in Article 33 (Definitions), reduced for any service which the lawyer had as an independent contractor.

## **ARTICLE 40 – OCAA FEE-FOR-SERVICE LAWYERS**

### **40.1 Discussion of Fee-for-Service**

Upon the request of the OCAA, the Employer agrees to meet and discuss the use of fee-for-service lawyers that meet the criteria for OCAA membership in the Criminal Law Division including the development of a system of giving preference in retention of fee-for-service assistant crown attorneys to lawyers laid off in the Criminal Law Division.

### **40.2 Limits on Fee-for-Service**

The Employer agrees that no fee-for-service lawyer in the Criminal Law Division shall be retained for a period which exceeds thirty (30) working days in any quarter, but that this period of time may be extended in emergency situations, but only with the consent of the Assistant Deputy Attorney General, Criminal Law Division.



Any disputes concerning the interpretation or application of this clause will be referred to a designated mediator, The Honourable Pat Lesage. If the Honourable Pat Lesage is not available, such disputes will be heard by William Kaplan or Brian Keller. The designated mediator will commence an informal review of the use of fee for service lawyers in an office or offices within 30 days of the request. The parties agree to fully cooperate with the designated mediator and shall provide him with any relevant information, documentation or other related material. The designated mediator will determine whether to convene a formal mediation session with the parties and/or issue his or her findings and recommendations upon completion of his or her review. The OCAA and the Employer may, however, agree that the designated mediator not make findings or make a recommendation.

Any findings of the designated mediator will be provided to the ADAG, Criminal Law Division and to the President of the OCAA.

The ADAG, Criminal Law will have 30 calendar days to respond to the President of the OCAA with respect to the designated mediator's recommendations. Having regard to the importance of the review process, the ADAG, Criminal Law Division will consider the designated mediator's recommendations. If the recommendations are not implemented, the ADAG, Criminal Law Division will give the President of the OCAA reasons in writing as to why they will not be implemented in whole or in part.

The parties will share the costs of the designated mediator equally.

## SECTION IV — SALARY AND MERIT/PAY FOR PERFORMANCE

### ARTICLE 41 – SALARY

41.1.1 The Lawyers' Compensation Plan (LCP) is amended to eliminate the classification title CC2/CC3 effective January 1, 2003. The new classification title for the purposes of the salary schedule is called CC3.

41.1.2 The schedule to be paid to lawyers is as follows:

		1-Jul-13	1-Jul-14	1-Jul-15	1-Jul-16
<b>ALOC/OCAA Salary Schedule (2013-2016) (amended)</b>					
<b>01CCB</b>	Step 0	77,234	78,470	80,039	82,040
	Step 1	79,483	80,755	82,370	84,429
	Step 2	81,810	83,119	84,781	86,901
	Step 3	84,234	85,582	87,294	89,476
	Step 4	86,745	88,133	89,896	92,143
	Step 5	89,360	90,790	92,606	94,921
	Step 6	92,073	93,546	95,417	97,802
	Step 7	94,888	96,406	98,334	100,792
	Step 8	97,833	99,398	101,386	103,921
	Step 9	103,216	104,867	106,964	109,638
	Step 10	106,313	108,014	110,174	112,928
<b>03CCB</b>	Min	113,978	115,802	118,118	121,071
	Max	187,482	190,482	194,292	199,149
<b>04CCB</b>	Min	155,418	157,905	161,063	165,090
	Max	204,139	207,405	211,553	216,842

41.1.3 In accordance with the Framework Agreement, the general salary adjustments applicable to all lawyers and to all classifications for July 1, 2016 will be based on the annual change in the Ontario Industrial Aggregate, rounded to the nearest 1/10 of 1%, as per the formula set out in Article 6.3.2.

## ARTICLE 42 – MERIT/PAY FOR PERFORMANCE PLAN

### 42.1 General

42.1.1 The Merit/Pay for Performance Plan and Lawyer’s Compensation Plan provide the following:

Level of Performance	Merit/Pay for Performance Pay	Applicable To
I	0%	A maximum of 5% of the lawyers.*
II	2%	A maximum of 15% (subject to Article 42.3.4 below) of the lawyers.*
III	5%	A minimum of 65% of the lawyers.*
IV	7%	A maximum of 15% of the lawyers respectively.*

\* Does not include CC1 lawyers

- 42.1.2 There will be a common anniversary date for all lawyers of April 1 of each year, and merit/pay for performance awards will be made retroactive to that date based on assessment of performance for the prior year.
- 42.1.3 The merit/pay for performance award is applied to base salary effective April 1 of the year following the performance year in review.
- 42.1.4 Lawyers in the CC3 and CC4 classifications who are at the maximum of their salary range will be included in each Association’s overall merit/pay for performance pool, and the same rules will apply, but it is agreed that the merit/pay for performance bonus shall be a re-earnable lump sum payment and will not increase the lawyer’s base salary beyond the maximum of the salary range for any purpose.
- 42.1.5 Where a lawyer receives a merit/pay for performance rating that would exceed the maximum of his/her salary range, that portion of the rating which is within range will be included in base salary, and that part which exceeds the maximum of the salary range will be paid as a re-earnable lump sum payment.
- 42.1.6 Subject to the rules in this Article, the administration of the Merit/Pay for Performance Plan is within the discretion of the Employer, and individual lawyers’ disputes over their ratings and merit/pay for performance bonuses will not be arbitrable. However, lawyers who are assessed at Level I or Level II, but not lawyers who are assessed at Level III or Level IV will continue to have review and appeal rights in accordance with the pre-existing Lawyers’ Compensation Plan.
- 42.1.7 Each employee must have a performance development plan
- 42.1.8 A fixed term lawyer is treated the same as a regular lawyer for the purposes of Article 47. Any payment (to be incorporated as part of salary, or paid out in lump sum pay out) will be calculated on base salary, exclusive of pay in lieu of benefits.
- 42.1.9 If a lawyer is eligible for a merit/pay for performance award under the lawyer’s pay for performance scheme, the lawyer would not be eligible to receive a merit/pay for performance award for the same period of time under another Ontario Public Service scheme.

### 42.2 Eligibility

42.2.1 ‘Eligible Employees’ mean:

- All employees in a CC3 or CC4 job class as of April 1 who have performed work during the performance year (i.e., physically at work) in a CC3/CC4 job class for at least 6 months (defined to be equal to 26 weeks), excluding those promoted from CC1 to CC3 on April 1 (referred to below as the “six month eligibility rule”);
- all employees who would have been in a CC3 or CC4 job class but for accepting an assignment in a CC5 job class and who have performed work in a CC3 or CC4 job class for at least twelve (12) weeks during the performance year, pro-rated for the time spent in the CC3/CC4 job class; or
- all employees in a CC3 or CC4 job class who retired during the performance year, pro-rated for the time spent in the CC3/CC4 job class.

NOTE: Full-time and part-time employees are eligible

42.2.2 The Six Month Eligibility Rule does not apply to the period of time that a lawyer is at the maximum of the salary range during the performance year in review. Lawyers at the maximum of the salary range who have been absent during the performance year in review will receive a pro-rated award – that is, they will only receive a lump sum merit/pay for performance award above the maximum in proportion to the time actually worked while at the maximum during the year.

42.2.3 The Six Month Eligibility Rule does not apply to CC3 or CC4 lawyers hired between October 1 and December 31 of the performance year in review. A lawyer hired during this time period will be eligible for a merit/pay for performance award.

42.2.4 The Six Month Eligibility Rule does not apply to employees on pregnancy or parental leave.

If a lawyer is on pregnancy or parental leave, upon return to work, the employee is eligible for a merit/pay for performance increase at the Level III rating to base salary up to the salary range maximum.

As per Article 23.5.7 of the collective agreement, the adjustment to the lawyer’s weekly sub-allowance, if sub-allowance is being paid on April 1, will be based on a Level III rating.

This subsection does not apply to lump sum performance bonuses. In such cases, the employee is eligible for a prorated bonus for the period of time in the year actually worked, and not for the period of the leave. The lawyer is assessed with respect to the time spent at work.

42.2.5 Where management determines that it is appropriate, and with Assistant Deputy Attorney General (or equivalent) approval, a merit/pay for performance award for a lawyer who has not been at work for more than six months during the performance year in review may be provided upon the lawyer’s return to work based on the following:

Where the lawyer has worked for a period of more than 3 months in the performance year in review, the lawyer’s merit/pay for performance award will be based on an assessment of their time worked during the performance year in review.

Where the lawyer has worked for a period of less than 3 months in the performance year in review, the lawyer will receive the lesser of a Level III rating, or the rating from the previous year in review (if one exists).

### **42.3 Rules for Administering the Merit/Pay for Performance Scheme**

42.3.1 The total merit/pay for performance envelope in any year will be 5.03% of the total eligible annualized salaries of all CC3 and CC4 lawyers as of April 1 of each year as set out in Article 42.3.2 below. It is the intention of the parties that the envelope be expended in each year, but in circumstances where it is not 42.3.5 and 43.3.6 will apply.

Note: *The year of call rule under the Crown Counsel Hiring Salary Guidelines will be based on an average 5% merit/pay for performance within the CC3 and CC4 salary ranges, as adjusted by economic increases.*

42.3.2 The total merit/pay for performance envelope in any year shall be determined by the following steps:

Step 1 Identify Eligible Employees as defined in 42.2 above.

**Reconciliation Calculation:**

Note:  $AS_i$  = Annualized Salary (pro rated for part-time, a lawyer working, for example, three days per week or pro-rated for time spent in the CC3/CC4 job class for a lawyer who has accepted a permanent or temporary assignment in a CC5 classification or who retired during the performance year) as of April 1 (inclusive of any across-the-board or IAI salary increase effective April 1) of the  $i^{th}$  eligible employee (as defined in step 1).

P4P%  $i$  = finalized merit/pay for performance rating percentage of the  $i^{th}$  eligible employee (as defined in Step 1)

Step 2  $\sum (AS_i \times 5.03\%) = X$

“X” represents the total merit/pay for performance envelope

Step 3  $\sum (AS_i \times P4P\%) = Y$

Step 4  $(X - Y) = Z$

(Step 4 to be completed within the first week in May)

It is the intention of the parties that “Z” in Step 4 be a zero value in each year, but in the circumstances where it is not clauses 42.3.5 and 43.2.6 will apply.

42.3.3 Levels of I, II and IV merit/pay for performance cannot be other than 0%, 2% or 7% respectively. Level III merit/pay for performance must be at least 5% and must exceed 5% in the circumstances described in clause 42.3.6 below.

42.3.4 If there are fewer than 5% of the lawyers at Level I, the percentage of lawyers at Level II can exceed 15% but only to the extent of the shortfall at Level I.

42.3.5 Where the value of “Z” in Step 4 above has a negative value in a year, the negative balance may be recovered by reducing the number of lawyers receiving Level IV merit/pay for performance to less than 15%, in the next year.

42.3.6 Where the value of “Z” in Step 4 above has a positive value in a year, the full amount of the positive balance will be used in the next year to increase the merit/pay for performance, on a percentage basis, above 5%, for all lawyers at Level III.

42.3.7 The Employer will provide to each Association a report setting out information reasonably required to demonstrate that the Merit/Pay for Performance Plan rules, including the LCP provisions that incorporate these rules, have been followed. This includes information respecting the number of lawyers who received merit/pay for performance at each level, the amount expended on each level and in total, total salaries of all CC3 and CC4 as of April 1 of each year, and individual lawyer salaries and merit/pay for performance amounts (which the Associations agree to treat as confidential except

where disclosure is required to ensure compliance with the terms of the Merit/Pay for Performance Plan and LCP provisions).

42.3.8 These rules are to be applied separately to lawyers in their respective associations.

**42.4 Arbitration Under This Collective Agreement**

It is agreed that the only issues that either Association can pursue under the grievance and arbitration provisions of this Collective Agreement with respect to the Merit/Pay for Performance Plan are:

1. An allegation that a positive balance in one year has not been fully used in the next year in accordance with 42.3.6;
2. An allegation that the Employer has reduced more than is provided for under 42.3.5;
3. An allegation that the maximum percentage for a level has been exceeded or that a minimum percentage for a level has not been met, that the amounts paid to each individual lawyer do not conform with the prescribed percentage amounts, including an allegation that 42.1.1, or 42.3 have not been complied with; and
4. An allegation that the Employer has failed to comply with its reporting requirements.

**Signed at the City of Toronto, on this 30<sup>th</sup> day of November, 2016**

**2013 Bargaining Teams**

For the Employer

For the ALOC

For the OCAA

*Julia Riechler*

*EDJ*

*M. H. Lewis*

*Kristal M. Jones*

*[Signature]*

*Chunet*

*[Signature]*

\_\_\_\_\_

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*[Signature]*

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**APPENDICES**

**APPENDIX 1  
Roster of Mediators/Arbitrators  
Under ALOC/OCAA Agreement**

**LETTER OF UNDERSTANDING**

**Between**

**The CROWN IN RIGHT OF ONTARIO  
(MANAGEMENT BOARD OF CABINET)  
“the Employer”**

**and**

**ASSOCIATION OF LAW OFFICERS OF THE CROWN  
and  
ONTARIO CROWN ATTORNEY’ ASSOCIATION  
“the Associations”**

**IN THE MATTER OF:**

**Mediator/Arbitrators**

The parties agree to the following list of mediator/arbitrators to comprise the roster of ten mediator/arbitrators under Article 6 (Grievance and Arbitration Process):

Christopher Albertyn  
Stanley Beck  
Pam Chapman  
Louisa Davie  
Nimal Dissanayake  
Russel Goodfellow  
Bill Kaplan  
Kathleen Martin  
Susan Stewart

Should any of these arbitrators decline to serve, or become unwilling or unable to serve, the parties will attempt to agree on a replacement, failing which he or she will be appointed by the Referee.

Signed at the City of Toronto on this 21<sup>st</sup> day of November 2006

David Brook  
For the Employer

Ed Wren  
For the ALOC

Scott Rogers  
For the OCAA

LETTER OF UNDERSTANDING

Between

THE CROWN IN RIGHT OF ONTARIO  
(MANAGEMENT BOARD OF CABINET)  
“the Employer”

and

ASSOCIATION OF LAW OFFICERS OF THE CROWN  
and  
ONTARIO CROWN ATTORNEYS’ ASSOCIATION  
“the Associations”

IN THE MATTER OF:

Canadian Bar Association Fees

The parties agree that in the event the lawyers are required by the Law Society of Upper Canada or by statute, to join the Canadian Bar Association (OBA) to practice law in the province of Ontario, the Employer will pay the lawyers’ membership fees.

This letter forms part of the Collective Agreement.

Agreed by the parties at the City of Toronto on this 6<sup>th</sup> day of June, 2002.

For the Employer

*Karen Blackledge  
Nancy Austin  
Margaret Dwyer  
John Pearson  
Martha Otton  
Ellen Simms  
Karen Pashleigh  
Mallika Wilson*

For the ALOC

*Eileen Hipfner  
Stephen McCann  
Sean Hanley  
Troy Harrison*

For the OCAA

*Tony Loparco  
William Lightfoot  
James Chaffe*



**APPENDIX 3A  
Compensation for  
Travel Time  
Outside Regular Hours  
—Letter to Employer**

May 15, 2000

Dear Ms Wendel:

Re: Compensation for Travel Time Outside Regular Hours (9:00 a.m. - 5:00 p.m.)

This letter will confirm the Employer's representation in bargaining on July 28, 1999, that the *status quo* in respect of the above noted benefit would be maintained. In particular, it was stated that if in a particular office the practice or policy is to compensate for travel time outside the regular hours of 9:00 a.m. to 5:00 p.m., such practice or policy will continue.

Yours very truly,

*Steven M. Barnett*

CAVALLUZZO HAYES SHILTON  
McINTYRE & CORNISH

Paul J.J. Cavalluzzo

**APPENDIX 3B  
Compensation for  
Travel Time  
Outside Regular Hours  
— Employer Response**

May 18, 2000

Mr. Paul J.J. Cavalluzzo  
Cavalluzzo Hayes Shilton McIntyre  
& Cornish  
Barristers & Solicitors  
43 Madison Avenue  
Toronto, Ontario  
M5R 2S2

Dear Mr. Cavalluzzo:

Re: Your File No. 94-1042 (Compensation for Travel Time Outside Regular Hours)

We are writing in reply to your letter dated May 15, 2000, which concerns the Employer's representation during bargaining on the issue of travel time for lawyers. In order to ensure there are no misunderstandings, we would like to clarify the use of the word "compensation" in this regard and what maintenance of the *status quo* means. It means that if, in a particular office the practice has been to grant time off to lawyers who have been required to spend considerable amounts of time travelling outside regular working hours, that informal practice will continue. We want to be clear that compensation in monetary terms has not been the practice nor has it been contemplated.

Yours very truly,

*Linda J. Wendel*

Linda J. Wendel  
Corporate Staff Relations Officer

cc: Steven Barrett  
Michael Fleishman  
Sarah Welch  
Crystal Nikolich  
Kevin Wilson  
Michele Migus  
Kevin Whittaker

**APPENDIX 4  
Insured Benefits Coverage  
—Same Sex Spouses**

May 17, 2000

Mr. Michael Fleishman  
President  
Association of Law Officers  
of the Crown  
Suite 406, Box 144, LuCliff Place  
700 Bay Street M5G 1C7  
Toronto, Ontario  
M5G 1Z6

Ms Sarah Welch  
President  
Ontario Crown Attorney Association  
180 Dundas Street West, #1505  
Toronto, Ontario

Dear Mr. Fleishman and Ms Welch:

Re: Insured Benefits Coverage

This will confirm that for the purposes of insured benefits pursuant to this Collective Agreement, family coverage shall be extended to include same sex spouses.

This letter forms part of the Collective Agreement.

Yours very truly,

*Linda J. Wendel*

Linda J. Wendel  
Corporate Staff Relations Officer

LETTER OF UNDERSTANDING

between

THE CROWN IN RIGHT OF ONTARIO  
(MANAGEMENT BOARD OF CABINET)  
“the Employer”

and

ASSOCIATION OF LAW OFFICERS OF THE CROWN

and

ONTARIO CROWN ATTORNEYS’ ASSOCIATION  
“the Associations”

IN THE MATTER OF:

**Fixed Term Employees/Successful Candidates**

The parties agree that those lawyers who have been successful candidates on competitions for positions in the regular service but not yet appointed to the regular service will be treated for the purposes of the Collective Agreement as if they were regular lawyers.

This letter forms part of the Collective Agreement.

Agreed by the parties at the City of Toronto on this 6<sup>th</sup> day of June, 2002.

For the Employer

*Karen Blackledge  
Nancy Austin  
Margaret Dwyer  
John Pearson  
Martha Otton  
Ellen Simms  
Karen Parshleigh  
Mallika Wilson*

For the ALOC

*Eileen Hipfner  
Stephen McCann  
Sean Hanley  
Troy Harrison*

For the OCAA

*Tony Loparco  
William Lightfoot  
James Chaffe*

LETTER OF UNDERSTANDING

between

THE CROWN IN RIGHT OF ONTARIO  
(MANAGEMENT BOARD OF CABINET)  
“the Employer”

and

ASSOCIATION OF LAW OFFICERS OF THE CROWN

and

ONTARIO CROWN ATTORNEYS’ ASSOCIATION  
“the Associations”

IN THE MATTER OF:

Order in Council

Nothing in this agreement is intended to change the practice of appointing and removing Crown Attorneys and Assistant Crown Attorneys by Order in Council.

This letter forms part of the Collective Agreement.

Agreed by the parties at the City of Toronto on this 6<sup>th</sup> day of June, 2002.

For the Employer

*Karen Blackledge  
Nancy Austin  
Margaret Dwyer  
John Pearson  
Martha Otton  
Ellen Simms  
Karen Parshleigh  
Malliba Wilson*

For the ALOC

*Eileen Hipfner  
Stephen McCann  
Sean Hanley  
Troy Harrison*

For the OCAA

*Tony Loparco  
William Lightfoot  
James Chaffe*

Revised August 20, 2009

LETTER OF UNDERSTANDING

between

THE CROWN IN RIGHT OF ONTARIO  
(MANAGEMENT BOARD OF CABINET)  
“the Employer”

and

ASSOCIATION OF LAW OFFICERS OF THE CROWN

and

ONTARIO CROWN ATTORNEYS’ ASSOCIATION  
“the Associations”

IN THE MATTER OF:

*Public Service of Ontario Act 2006, Regulations and Directives*

The Employer will not seek to rely upon the statutory and regulatory authority provided under sections 38 and 39 of *Public Service of Ontario Act, 2006* to override the provisions of Section III of the Collective Agreement.

This letter forms part of the Collective Agreement.

Agreed by the parties at the City of Toronto on this 6<sup>th</sup> day of June, 2002.

For the Employer

*Karen Blackledge*  
*Nancy Austin*  
*Margaret Dwyer*  
*John Pearson*  
*Martha Otton*  
*Ellen Simms*  
*Karen Parshleigh*  
*Malliba Wilson*

For the ALOC

*Eileen Hipfner*  
*Stephen McCann*  
*Sean Hanley*  
*Troy Harrison*

For the OCAA

*Tony Loparco*  
*William Lightfoot*  
*James Chaffe*

Revised August 20, 2009

**LETTER OF UNDERSTANDING**

between

**THE CROWN IN RIGHT OF ONTARIO  
(MANAGEMENT BOARD OF CABINET)  
“the Employer”**

and

**ASSOCIATION OF LAW OFFICERS OF THE CROWN**

and

**ONTARIO CROWN ATTORNEYS’ ASSOCIATION  
“the Associations”**

**IN THE MATTER OF:**

**TERM CLASSIFIED FIXED TERM LAWYERS**

The parties agree to consider whether the rationale for appointing employees to term classified fixed term positions applies to lawyers. As a result, the parties agree that there will not be any appointment of new or existing lawyers to term classified fixed term positions under the directives issued under the *Public Service of Ontario Act, 2006* and its Directives during this Collective Agreement, or under any renewal collective agreements negotiated under the 2002-2057 Framework Agreement, without the mutual agreement of the Employer and the Associations.

This letter forms part of the Collective Agreement.

Agreed by the parties at the City of Toronto on this 6<sup>th</sup> day of June, 2002.

For the Employer

*Karen Blackledge  
Nancy Austin  
Margaret Dwyer  
John Pearson  
Martha Otton  
Ellen Simms  
Karen Pashleigh  
Malliba Wilson*

For the ALOC

*Eileen Hipfner  
Stephen McCann  
Sean Hanley  
Troy Harrison*

For the OCAA

*Tony Loparco  
William Lightfoot  
James Chaffe*

February 18, 2014

**TRANSITION EXIT INITIATIVE  
MEMORANDUM OF AGREEMENT**  
Between  
**THE ONTARIO CROWN ATTORNEYS' ASSOCIATION (OCAA)**  
And **THE ASSOCIATION OF LAW OFFICERS OF THE CROWN (ALOC)**  
("the Associations")  
and  
**THE CROWN IN RIGHT OF ONTARIO as represented by the**  
**MINISTRY OF GOVERNMENT SERVICES**  
("the Employer")

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

1. All regular and regular part-time lawyers will be eligible to apply to a Transition Exit Initiative (TEI).
2. A lawyer may request in writing voluntary exit from employment with the OPS under the TEI, which request may be approved by the Employer in its sole discretion. The lawyer's request will be submitted to the Corporate Employer.

The Employer shall provide written confirmation of receipt of the lawyer's request within 30 days with a copy to the applicable Association. If the lawyer's request is approved, the Employer shall provide written notification to the lawyer with a copy to the applicable Association. A lawyer may withdraw his/her request by written notice to the Corporate Employer.

3. A lawyer who has received notice of Employer approval to exit under the TEI shall be deemed to have accepted one of the options as outlined in Paragraph 4.
4. A lawyer who exits from employment under the TEI will only be entitled to the following:
  - i. A lump sum of six (6) months' pay, plus one (1) week pay per year of continuous service; or
  - ii. Continuance of salary plus benefits (except STSP and LTIP) for six (6) months commencing on the date set out in Paragraph 5, plus one (1) week pay per year of continuous service or its equivalent period of further salary continuance plus benefits (except STSP and LTIP). For clarity, during the salary continuance period, lawyer and Employer pension contributions and vacation and pension credits will continue to accrue. Notwithstanding the above, the further salary continuance period shall not be greater than the length of time between the commencement of the salary continuance and the end of the month in which the lawyer will attain sixty-five (65) years of age. Any remaining balance will be paid forewith to the lawyer as a lump-sum.
  - iii. Where the lawyer does not choose a specific pay-in-lieu option, the lawyer shall be deemed to have chosen the lump sum option under 4(i).



5. Where a lawyer is exiting under the TEI, his or her last day at work shall be five (5) working days after the notice of Employer approval to exit is received, or such other period as the lawyer and the Employer shall agree.
6. The payment under Paragraph 4 and any payout of unused vacation are payable as soon as possible, but not later than three (3) pay periods following the lawyer's exit under the TEI.
7. Lawyers exiting under the TEI shall have the entitlements in Paragraph 4 in lieu of the entitlements in Article 32 (Termination Payments) and Article 34.5 of the Collective Agreement.
8. This MOA forms part of the collective agreement.

Signed this 18 day of February, 2014

Sean Hanley  
For the Association (ALOC)

David Logan  
For the Employer

Scott Childs  
For the Association (OCAA)

April 5, 2006

Ms. Deanna Exner  
President  
Association of Law Officers of the Crown  
481 University Avenue, #703  
Toronto, Ontario  
M5G 2E9

Dear Ms. Exner:

Re: Education and Training

For the purpose of the agreement to consult in Article 13.2.5 of the collective agreement (Education and Training), ALOC agrees that, in relation to the conference for ALOC lawyers, ALOC's obligation means:

1. Management representatives can attend sessions at the conference, except where there is a legitimate reason otherwise.
2. The current process for input into discussing and planning the conference will be continued.
3. The conference will be renamed to be the ALOC/Ontario Government Educational Conference, or any other name ALOC and the Government may agree to from time to time.

Yours very truly,

*Lori Sterling*

Lori Sterling  
Assistant Deputy Attorney General

**Revisions to Article 42 (Pay for Performance Plan) in the 2009-2013 Collective Agreement**

January 10, 2012

Mr. Ed Wren  
President  
Association of Law Officers of the Crown (ALOC)  
481 University Avenue, #703  
Toronto, ON  
M5G 2E0

Mr. Scott Rogers  
President  
Ontario Crown Attorney's Association (OCAA)  
180 Dundas Street West, #1905  
Box 30  
Toronto, ON  
M5G 1Z8

Dear Mr. Wren and Mr. Rogers:

**Re: Revision to Article 42 (Pay for Performance Plan) in the 2009-2013 Collective Agreement**

Further to our discussions, this is to confirm the parties' agreement to consolidate all previous settlements and agreements from June 2002 onwards regarding the Merit/Pay for Performance Plan for ALOC and OCAA represented employees into Article 42 of the 2009-2013 Collective Agreement. The parties also agree that Article 42 supersedes and replaces all of those prior agreements and settlements concerning Merit/Pay for Performance Plan for ALOC and OCAA represented employees.

The parties also confirm their mutual intention that there be no diminution or expansion of entitlements provided for under any of those previous agreements as a result of the consolidation.

Regards,

David Brook  
Director  
Union Management Relations Branch  
Employee Relations Division, HROntario  
Ministry of Government Services

**APPENDIX 12**  
**Change in Employment Contract of Fixed-Term Employees**

August 20, 2009

Mr. Nick Hedley  
President  
Association of Law Officers of the Crown  
481 University Avenue, #703  
Toronto, ON  
M5G 2E9

Mr. Tom Hewitt  
President  
Ontario Crown Attorney's Association  
180 Dundas Street West, #1015  
Box 30  
Toronto, ON  
M5G 1Z8

Dear Mr. Hedley and Mr. Hewitt:

Re: Change in Employment Contract of Unclassified Employees

I am writing to notify you that pursuant to Article 14 of the ALOC/OCAA collective agreement, the Employer will be changing unclassified contract terms and conditions to include a provision that where the Employer is entitled to reimbursement for fees pursuant to Articles 14.2 and 14.3, and the employee has not signed the form referenced in Article 14.2 and 14.3 after being given a reasonable opportunity to do so, any recoverable law society fees paid by the Employer for the time period the employee is not at work shall be first recovered by monies owing. Should sufficient monies owed not be available, other recovery measures will be used. This change will be effective July 1, 2009.

Regards,

*Original Signed by*

David Logan  
Assistant Deputy Minister  
Employee Relations Division, HROntario  
Ministry of Government Services

**APPENDIX 13**  
**Merit/Pay for Performance Six Month Eligibility Rule (LTIP)**

January 10, 2012

Mr. Ed Wren  
President  
Association of Law Officers of the Crown (ALOC)  
481 University Avenue, #703  
Toronto, ON  
M5G 2E0

Mr. Scott Rogers  
President  
Ontario Crown Attorney's Association (OCAA)  
180 Dundas Street West, #1905  
Box 30  
Toronto, ON  
M5G 1Z6

Dear Mr. Wren and Mr. Rogers:

**Re: Merit/Pay for Performance Six Month Eligibility Rule (LTIP)**

This letter confirms the Associations' and the Employer's agreement that the six month eligibility rule in Article 42 of the ALOC/OCAA Collective Agreement is without prejudice to any position the parties may adopt regarding the impact of a period of absence from the workplace by reason of being found to be eligible for LTIP, or otherwise on authorized leave of absence for disability for a period of greater than six months, for CC3 or CC4 lawyers who are not at the salary maximum on the Sixth Month Eligibility Rule that is set out in Article 42.2.1 of the Collective Agreement. The parties agree to submit the issue to arbitration if they cannot resolve it.

Regards,

David Brook  
Director  
Union Management Relations Branch  
Employee Relations Division, HROntario  
Ministry of Government Services

**APPENDIX 14**

**Out of Country Medical Assistance/Global Medical Assistance Plan**

August 20, 2009

Mr. Nick Hedley  
President  
Association of Law Officers of the Crown  
481 University Avenue, #703  
Toronto, ON  
M5G 2E9

Mr. Tom Hewitt  
President  
Ontario Crown Attorney's Association  
180 Dundas Street West, #1015  
Box 30  
Toronto, ON  
M5G 1Z8

Dear Mr. Hedley and Mr. Hewitt:

Re: Out of Country Medical Assistance/Global Medical Assistance Plan

This is to confirm our discussion during bargaining that employees that have an out of country trip booked as of the date of ratification will continue to be covered by the out of country medical assistance/Global Medical plan for the duration of that trip notwithstanding that the out of country medical assistance/Global Medical Assistance plan will cease on the first day of the month following ratification by the Associations and the Employer.

Regards,  
*Original Signed By*

David Logan  
Assistant Deputy Minister  
Employee Relations Division, HROntario  
Ministry of Government Services

**APPENDIX 15**  
**Formal Resolution Stage Training for Employer Representatives**  
**Revised July 11, 2013**

July 11, 2013

Mr. Earl Dumitru  
President  
Association of Law Officers of the Crown  
481 University Avenue, Suite 703  
Toronto, ON  
M5G 2E9

Ms Kate Matthews  
President  
Ontario Crown Attorney's Association  
180 Dundas Street West, Suite 1905  
Box 30  
Toronto, ON  
M5G 1Z8

Dear Mr. Dumitru and Ms Matthews:

Re: Formal Resolution Stage Training for Employer Representatives

This is to confirm the discussion of the parties during collective bargaining regarding the training requirements for Employer representatives who deal with grievances at the Formal Resolution Stage of the Grievance Procedure.

The Employer shares the interest of the Associations in settling disputes as early as possible in the Grievance Procedure. To that end, the Employer will develop training materials for Employer representatives on their roles and responsibilities at the Formal Resolution Stage of the Grievance Procedure. Further, the Employer will consult with the Associations on the content of this training as it relates to the OCAA/ALOC collective agreement.

Regards,  
*Original Signed By*

David Logan  
Assistant Deputy Minister  
Employee Relations Division, HROntario  
Ministry of Government Services

References to *Public Service Act* and the *Public Service of Ontario Act*

LETTER OF UNDERSTANDING

Between

THE CROWN IN RIGHT OF ONTARIO  
(MANAGEMENT BOARD OF CABINET)  
“The Employer”

And

ASSOCIATION OF LAW OFFICERS OF THE CROWN  
And  
ONTARIO CROWN ATTORNEYS’ ASSOCIATION  
“The Associations”

IN THE MATTER OF:

References to *Public Service Act* and the *Public Service of Ontario Act*

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

Dated this 20th day of August, 2009

NICK HEDLEY  
FOR ALOC

TOM HEWITT  
FOR OCAA

DAVID LOGAN  
FOR THE EMPLOYER



**APPENDIX 17**

**Addition of Compensation Directive Wording in 2009-2013 Collective Agreement**

January 10, 2012

Mr. Edward Wren  
President  
Association of Law Officers of the Crown  
481 University Avenue, #703  
Toronto, ON  
M5G 2E9

Mr. Tom Hewitt  
President  
Ontario Crown Attorney's Association  
180 Dundas Street West, #1015  
Box 30  
Toronto, ON  
M5G 1Z8

Dear Mr. Wren and Mr. Hewitt:

Re: Addition of Compensation Directive Wording in 2009-2013 Collective Agreement

The parties agree there will be no diminution or expansion of entitlements provided for under Section III (Job Security) of the previous collective agreement as a result of changing references to "legislated severance" of the 2005-2009 collective agreement to "severance under Article 32 (Termination Payments)" in the 2009-2013 collective agreement.

Regards,

David Brook  
Director  
Union Management Relations Branch  
Employee Relations Division, HROntario  
Ministry of Government Services

**LETTER OF UNDERSTANDING**

**Between**

**THE CROWN IN RIGHT OF ONTARIO  
(MANAGEMENT BOARD OF CABINET)  
“the Employer”**

**and**

**ASSOCIATION OF LAW OFFICERS OF THE CROWN**

**and**

**ONTARIO CROWN ATTORNEYS’ ASSOCIATION  
“the Associations”**

**IN THE MATTER OF:**

**OVERTIME IN A SARS EMERGENCY**

The parties agree that if Management Board of Cabinet declares an emergency relating to severe acute respiratory syndrome to be an emergency requiring extraordinary measures to protect public health, public safety or property. Full-time lawyers are entitled to compensation when they work overtime at time-and-a-half for the authorized overtime that the lawyer works.

For clarity, a lawyer’s regular work period, regularly scheduled work day and regularly scheduled work week are to be determined without reference to a period in which there is a SARS related emergency.

The lawyer receives 45 minutes credit for each half-hour of the applicable work.

For the purposes of calculating a lawyer’s overtime credit, the period of applicable work is to be rounded to the nearest half-hour. A period of 15 minutes’ work is to be rounded to a half-hour. This rounding rule does not apply with respect to the first half-hour of the period of applicable work.

A lump sum payment to a lawyer for overtime credit is to be calculated using the lawyer’s salary that was in effect when he or she earned the credit. The regular work week shall be deemed to be 36¼ hours, for the purpose of calculating the hourly salary rate to be used to determine the amount of a lump sum payment to the lawyer.

For clarity, “SARS emergency” means an emergency declared by Management Board of Cabinet relating to severe acute respiratory syndrome.

David Brook  
For the Employer

Ed Wren  
For the ALOC

Scott Rogers  
For the OCAA

**TERMS AND CONDITIONS OF EMPLOYMENT**  
**FOR**  
**ARTICLING STUDENTS**

**DEFINITIONS**

For the purposes of this appendix, the following definitions apply:

Collective Agreement:	2013-2017 ALOC/OCAA Collective Agreement
Framework Agreement:	2002-2057 ALOC/OCAA Framework Agreement
Law Society:	Law Society of Upper Canada
Parties:	Association of Law Officers of the Crown and Employer
Students:	Persons within the ALOC bargaining unit identified in Article 2.02 of this Appendix

**ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Appendix is to establish conditions of work, to confirm the obligations of the students and the parties, and to provide for a method for the settlement of any differences which may arise.

**ARTICLE 2 - RECOGNITION OF ASSOCIATIONS**

- 2.01 The Framework Agreement applies to students and its provisions apply *mutatis mutandis* to students.
- 2.02 The ALOC represents all Articling Students employed by the Government of Ontario including students employed in Commission Public Bodies prescribed under the Public Service of Ontario Act, 2006.
- 2.03 Students who are employed in a confidential capacity in matters related to labour relations as defined in the *Labour Relations Act* are not represented by ALOC and are, therefore, excluded from representation pursuant to the Framework Agreement, the Agreement and this Appendix.

**ARTICLE 3 - EMPLOYMENT STATUS**

- 3.01 It is understood that students are fixed term employees for such fixed term as determined by the Law Society. That term may be extended upon the express

agreement of the student and the Employer, provided that in no case shall persons be employed as students after their call to the bar. In the event that the extension continues beyond one (1) month, the Employer will notify ALOC.

- 3.02 Students will not be subject to layoff during the term of their articles but will be subject to discipline up to and including termination for just cause.
- 3.03 A student's rights under the Collective Agreement shall terminate at the end of the articling period except where expressly stated in Article 6 of this Appendix.
- 3.04 The parties recognize that the student employment relationship is subject to the authority of the Law Society. The parties agree that the requirements of the Law Society shall prevail in the event of any conflict between said requirements and this Appendix.
- 3.05 The Articles of Clerkship, the Education Plan, and the Employer's and students' rights and responsibilities with respect to the Law Society, including Evaluations referred to in Article 5.03, are not incorporated into the collective agreement or this Appendix, nor are they matters which may be the subject of a difference, grievance, dispute or claim under the collective agreement or this Appendix.
- 3.06 The Employer will inform all students that a collective agreement is in effect with respect to their employment and will inform them where they may obtain a copy of the Framework Agreement, the Collective Agreement and this Appendix.

#### **ARTICLE 4 – COLLECTIVE AGREEMENT PROVISIONS APPLICABLE TO STUDENTS**

- 4.01 The following provisions of the Collective Agreement are incorporated by reference into this Appendix and shall be applied *mutatis mutandis* to students:

Article 2	- Association Dues Deduction & Home Position
Article 3	- Association Activities [Articles 3.1 (b) and 3.2 only]
Article 4	- Management and Associations Committee
Article 5	- Discipline and Discharge [Articles 5.1, 5.2, 5.3, 5.4.1, 5.4.2 only]
Article 6	- Grievance and Arbitration Process
Article 7	- Alternate Work Arrangements
Article 8	- Travel by Road
Article 15	- Legal Indemnification
Article 22	- Family Leave; Bereavement Leave [Article 22.3.3 only]
Article 23	- Pregnancy and Parental Leave [Article 23.9 only]
Appendix 1	- Roster of Mediators/Arbitrators
Appendix 3A	- Travel Time Outside Regular Hours (Letter to Employer)
Appendix 3B	- Travel Time Outside Regular Hours (Employer Response)

- 4.02 In the event of any conflict between the provisions of this Appendix and the articles incorporated by reference from the Collective Agreement, the provisions of this Appendix shall govern.

#### **ARTICLE 5 - EDUCATIONAL RESPONSIBILITIES**

- 5.01 The parties agree that students are entitled to receive constructive feedback on their performance, through both formal and informal communication channels.

- 5.02 Written or oral feedback concerning a student's work performance made during the course of performance evaluations will not be considered disciplinary, will not be subject to a grievance, and will not be arbitrable.
- 5.03 The Employer will provide students with Evaluations required by the Law Society. Unless the student requests otherwise, written evaluations will remain confidential with the Employer, unless required to be forwarded to the Law Society or by law. If requested by the student, and subject to the rules of the Law Society, Evaluations and written comments will be removed from the student's permanent file after the expiration of any period of eligibility that student may have to participate in the Articling Student hireback pool.
- 5.04 Notwithstanding Articles 3.05 and 5.02 of this Appendix, ALOC or the Employer may elect to bring any concern or issue with respect to the articling program or with respect to any student(s) for discussion at the Management and Associations Committee (or its equivalent) or any appropriate subcommittee thereof.
- 5.05 Subject to appropriate fiscal and operational considerations, the Employer will make every effort to allow students to attend educational conferences and other educational activities conducted by the Associations (i.e., ALOC or OCAA) without loss of pay or credits.
- 5.06 The Employer may provide external professional development opportunities including, but not limited to attending conferences, seminars or other educational events without the loss of pay or credits. Any such continuing legal education must be approved in advance by the Employer and receipts must be provided. The Employer agrees that it will not exercise its discretion under this paragraph in a manner that is arbitrary.
- 5.07 A subcommittee of the Management and Associations Committee or its equivalent will be established to discuss issues relating to students. Up to six student designates, as appointed by ALOC, will be invited to attend together with ALOC representatives. The Employer will appoint its representatives.

## **ARTICLE 6 - ARTICLING STUDENT HIREBACK POOL**

- 6.01 All students will be placed in the Articling Student hireback pool, referenced in Article 10.1.2 of the Collective Agreement, on the first of the month, two months before the month of the call to the bar-and will remain in the hireback pool for a period of two (2) years following their call to the bar date. Time in the Articling Student hireback pool may be deferred in special circumstances, where requested by the affected student in writing and with the agreement of the Employer and ALOC.
- 6.02 The Employer will, on an individual basis, make reasonable efforts to advise Articling Students of their employment prospects within their branch six (6) weeks prior to the completion of the student's articles. In any event, the Employer will advise students on an individual basis of the prospect of there being positions available to be filled within their branch, no later than three (3) weeks prior to the completion of the student's articles.
- 6.03 The Employer will advise students of their right to participate in the Articling Student hireback pool.

6.04 The parties agree to discuss the operation of the Articling Student hireback pool as may be required.

**ARTICLE 8 - LEAVES OF ABSENCE**

8.01 All leave provisions within this Appendix will be exercised in accordance with Law Society guidelines. The parties recognize that some leaves may reduce a student's articles significantly such that the Law Society may require an extension of the articling period. When such a situation arises, the Employer shall ensure that all required notices are sent to the Law Society and shall co-operate with the Law Society for the continuation and completion of the student's articles.

8.02 All requests for leave under this Appendix will be made in writing to the Employer, indicating the date(s) being requested as well as the reason for the leave.

8.03 Requests for a leave of absence without pay will be given consideration but shall be granted at the discretion of the Employer.

**ARTICLE 9 – EDUCATIONAL STIPEND AND BAR ADMINISTRATION PROCESS FEES**

9.01 Articling Students are to receive an educational stipend of \$4,975, of which \$3,000 is to be paid at the commencement of Articles with the balance paid on January 1<sup>st</sup> of the Articling year.

9.02 Each Articling Student will receive a \$410 non-taxable payment towards the call to the Bar Fee and the Bar Admissions Application Fee, which is to be paid at the commencement of Articles.

**ARTICLE 10 – VACATION**

10.01 Effective August 1, 2007, Articling Students are entitled to ten (10) paid vacation days.

**ARTICLE 11 – HOLIDAYS**

11.01 Effective August 1, 2007, Articling Students are entitled to the paid holidays provided to ALOC & OCAA represented lawyers which fall during the period the students are employed.

**ARTICLE 12 – BENEFITS**

12.01 Effective August 1, 2009, Articling Students shall receive four percent (4%) of regular earnings in lieu of those benefits and entitlements available to regular lawyers but not available to Articling Students.

**ARTICLE 13 – SALARY**

13.01 The salary schedule to be paid to students is as follows:

<u>Job Code:</u>	<u>Weekly Salary:</u>
0SCCB	Effective July 1, 2013: \$1,209.95 per week
0SCCB	Effective July 1, 2014: \$1,229.31 per week
0SCCB	Effective July 1, 2015: \$1,253.90 per week

OSCCB

Effective July 1, 2016: \$1,285.25 per week

In accordance with the Framework Agreement, the general salary adjustments applicable to Articling Students for July 1, 2016 will be based on the annual change in the Ontario Industrial Aggregate, rounded to the nearest 1/10 of 1%, as per the formula set out in Article 6.3.2.

#### **ARTICLE 14 – VACATION ENTITLEMENT AND EDUCATION STIPEND FOR PART TIME ARTICLING STUDENTS**

- 14.01 This Appendix applies to all part-time Articling Students represented by the Association, except as modified by paragraph 14.02 below. Part-time Articling Students are individuals fulfilling their requirements under the Law Society to be called to the bar, who are hired for an articling period with the OPS of less than ten (10) months, or who are hired to work less than 36.25 hours per week over the course of a ten (10) month articling period. For clarity, these provisions will apply to participants in the Law Practice Program, during the term of their placement with MAG and Clerks who have not been called to the bar.
- 14.02 The terms and conditions of this Appendix enumerated in Article 9.01 (Educational Stipend) and Article 10 (Vacation) shall be pro-rated on the basis of a traditional ten (10) month, 36.25 hours per week articling period.

For example, the parties agree that a student who works five (5) months with the OPS shall be entitled to half the monetary value of the education stipend and half the paid days of vacation.

For clarity, time under Article 6.01 (Hireback Pool) and the entitlement under Article 9.02 (the Bar Admission Process Fee) will not be prorated.

- 14.03 For greater certainty, there will be no pro-ration if, at the start of the articling assignment, it was intended that the student would be employed by the Government of Ontario for the full ten (10) month articling period or more, and/or that the student would work 36.25 hours per week over the course of a ten (10) month articling period.

## Articling Student Hireback Pool List

September 29, 2009

Mr. Nick Hedley  
President  
Association of Law Officers of the Crown  
481 University Avenue, #703  
Toronto, ON  
M5G 2E9

Dear Mr. Hedley:

Re: Articling Student Hireback Pool List

I am writing to confirm the discussion during bargaining that the Ministry of the Attorney General will post the Articling Student Hireback Pool list in order to encourage managers to consider potential candidates in the Hireback Pool for temporary vacancies under Article 10.5.

Yours truly,

David Logan  
Assistant Deputy Minister, Ministry of Government Services  
HROntario



## Excluded Articling Student

Mr. Nick Hedley  
President  
Association of Law Officers of the Crown  
481 University Avenue, #703  
Toronto, ON  
M5G 2E9

Dear Mr. Hedley:

Re: Articling Students Working in Ministry of Government Services

I am writing to confirm the discussion during bargaining that beginning the 2010-2011 articling period, Articling Students working at the Ministry of Government Services labour Practice Group should only be excluded from ALOC for the duration of their rotation, when they are employed in a confidential capacity in matters relating to labour relations as defined in the *Labour Relations Act*.

Yours truly,

David Logan  
Assistant Deputy Minister, Ministry of Government Services  
HROntario

**LETTER OF UNDERSTANDING**

**Between**

**THE CROWN IN RIGHT OF ONTARIO  
(MANAGEMENT BOARD OF CABINET)  
“the Employer”**

**and**

**ASSOCIATION OF LAW OFFICERS OF THE CROWN**

**and**

**ONTARIO CROWN ATTORNEYS’ ASSOCIATION  
“the Associations”**

**IN THE MATTER OF:**

**Category A Conversions**

The parties agree that Article 9.1 (Category A conversions) in the 2009-13 collective agreement will continue to apply to a lawyer hired prior to the date of implementation of the revised conversion rules to be contained in the 2013-17 collective agreement. Moreover, for the purposes of calculating the 48 month period in 9.3 and 9.4, time worked prior to this collective agreement is to be included.