Memorandum of Settlement

Between:

The Information and Privacy Commissioner of Ontario (the "Employer")

and

Association of Management, Administrative and Professional Crown Employees of Ontario (AMAPCEO)

1. The Employer and AMAPCEO (each a "party" and collectively the "parties") agree that, subject to ratification by both parties, the terms of this Memorandum of Settlement constitute a full settlement of all the issues related to the collective bargaining of the first Collective Agreement between the parties.

2. The representatives of the parties executing this Memorandum of Settlement agree to recommend complete acceptance of all the terms of the Memorandum of Settlement to their respective principals.

3. The Collective Agreement shall be in the form attached as Appendix A.

4. The term of the Collective Agreement shall be from April 1, 2025 to March 31, 2028. The salary provisions in Article 35 will be retroactive to April 1, 2025. The merit increases described in Article 36.1 and Article 36.3 will be retroactive to April 1, 2026. The rest of the Collective Agreement will be effective upon the date of ratification.

5. The parties acknowledge that the salary increases described in Article 35.1 of the Collective Agreement have already been paid by the Employer and will not be paid again.

6. The salary increases described in Article 35.2 of the Collective Agreement shall be paid retroactively by the Employer not later than ninety (90) days from the date of ratification.

7. The parties shall make best efforts to complete ratification within thirty (30) days. The date of ratification shall be deemed to be the later of the date on which ratification occurs by the employees in the bargaining unit or the date on which ratification occurs by the Employer.

8. The parties agree to work collaboratively to edit the Collective Agreement for typographical corrections, any necessary renumbering, accurate cross-references, etc. and agree to make best efforts to ensure that the editing process is completed by not later than sixty (60) days following the date of ratification.

For AMAPCEO:	For the Employer:
Dave Bulmer	Marc Foulon
Benjamin Rossiter	Manuela Di Re
James van Manen	Dara Lambie
Jenny Ryu	
Anna Truong	

APPENDIX A to Memorandum of Settlement

Collective Agreement

between

The Information and Privacy Commissioner of Ontario

and

Association of Management, Administrative and Professional Crown Employees of Ontario

April 1, 2025 to March 31, 2028

ARTICLE 1 – RECOGNITION

1.1 The Information and Privacy Commissioner of Ontario (IPC or the "Employer") recognizes AMAPCEO as the exclusive bargaining agent for all employees of the IPC in the Province of Ontario save and except the Registrar and Assistant Registrar, persons who are members of the legal profession entitled to practise in Ontario and who are employed in that professional capacity, and persons exercising managerial functions or employed in a confidential capacity in matters related to labour relations.

ARTICLE 2 – PURPOSE AND DEFINITIONS

2.1 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through AMAPCEO, to secure prompt and fair disposition of disputes and, subject only to the provisions of this Agreement, to secure the efficient operation of the Employer's business without interruption or interference with work.

2.2 In this Agreement:

(a) "day" or "days" means all days exclusive of Saturdays, Sundays, designated holidays and days proximate to designated holidays on which employees are permitted to leave early, unless otherwise specified.

(b) "AMAPCEO workplace representatives" ("workplace representatives") are employees that are authorized by AMAPCEO to represent employees in accordance with Article 9.1 of this Agreement.

(c) "AMAPCEO representative" shall mean either a workplace representative or a staff representative of AMAPCEO.

(d) "staff representative of AMAPCEO" shall mean an individual employed by AMAPCEO.

(e) "employee" and "employees" shall mean persons employed by the Employer in the bargaining unit described in Article 1.1. of this Agreement.

(f) "entitlements", used interchangeably with "credits" in this Agreement, refers to vacation credits, overtime, personal leave, and Short Term Sickness Plan credits.

ARTICLE 3 – NON-DISCRIMINATION/HARASSMENT/SEXUAL HARASSMENT

3.1 It is understood that the parties are committed to principles which will foster and encourage diversity in the workplace.

3.2 There shall be no discrimination or harassment practised 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).

3.3 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.

3.4 Where a complaint is made under an Employer harassment policy, the employee may be accompanied and represented by an employee or an AMAPCEO representative at the time of the discussion of the complaint and in the course of any investigation established by the Employer under the Employer's Workplace Human Rights and Harassment Policies and Procedures. The Employer shall notify the employee of this right.

3.5 Where a complaint is made that Article 3 has been violated, whether under an Employer policy or as a dispute under Article 15, and the complaint or dispute involves an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, such complaint or dispute may be presented to the Employer's human resources manager.

Sexual Harassment

3.6 All employees have a right to freedom from harassment in the workplace because of sex by their Employer or agent of the Employer or by another employee. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

3.7 All employees have a right to be free from:

(a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or

(b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the employee.

3.8 The time limits for filing a dispute under Article 15 do not apply to complaints or disputes that Article 3 has been violated, provided that the complaint or dispute is made within a reasonable time of the conduct complained of, having regard to all the circumstances.

3.9 Where, at any time either before the making of a complaint that Article 3 has been violated, or before the filing of a dispute under Article 15, the Employer establishes an investigation of the complaint, or the employee agrees to the establishment of such an investigation pursuant to any staff relations policy or other procedure of the Employer, the time limits for the processing of the complaint under Article 3 or dispute under Article 15 shall be suspended provided the investigation is completed and the employee is given notice in writing of the results of the investigation within ninety (90) calendar days of the commencement of the investigation.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 Subject only to the provisions of this Agreement, AMAPCEO recognizes that the management of the Employer's operations and direction of the workforce are fixed exclusively in the Employer and without limiting the generality of the foregoing, AMAPCEO recognizes that it is the exclusive function of the Employer to:

(a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, discipline, suspend and discharge employees for just cause, provided that a claim for unjust discipline or discharge may be the subject matter of a dispute and dealt with as hereinafter provided;

(b) select, hire, transfer, assign and direct, promote, demote, evaluate, classify, lay-off, recall or dismiss employees, subject to applicable legislation, and select employees to be offered positions excluded from the bargaining unit; and

(c) determine organization staffing levels, work methods, the merit system, training and development, appraisal, evaluation and classification of positions, kinds and locations of equipment, and the locations of operations, and their expansion or curtailment, and the direction of the workforce.

4.2 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

ARTICLE 5 – INFORMATION ON POSITIONS AND JOB DESCRIPTIONS

5.1 Where the Employer establishes a new classification within the bargaining unit or creates a new position within an existing classification in the bargaining unit, the

Employer shall provide a copy of the job description to the President of AMAPCEO.

5.2 The Employer shall provide copies to the President of AMAPCEO of job descriptions within the bargaining unit within twenty (20) days of receiving a written request from AMAPCEO.

5.3 Employees newly hired or newly assigned into the bargaining unit will be notified in writing, on or prior to their starting date, that their position is in the AMAPCEO bargaining unit, and of the name, address, and telephone number of AMAPCEO. The President of AMAPCEO shall be copied electronically on or about the same time as the information is sent to the employee.

5.4 Upon written request to the Employer's human resources manager, an employee shall be provided with a copy of the most current job description on file outlining their duties and responsibilities and other documents related to the duties and responsibilities of the position, e.g., physical demands analysis. The information shall be provided within twenty (20) days of the request.

ARTICLE 6 - NO DISCRIMINATION FOR UNION ACTIVITIES

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

ARTICLE 7 – EMPLOYEE RIGHT TO REPRESENTATION

7.1 Where a supervisor or other Employer representative intends to meet with an employee:

(a) for disciplinary purposes;

(b) to investigate matters which may result in disciplinary action;

(c) for a formal counselling session with regard to unsatisfactory performance or behaviour,

(d) for termination of employment; or

(e) for matters related to the development, implementation and administration of an accommodation or return to work plan

the employee shall have the right to be accompanied and represented by a workplace representative. The Employer shall notify the employee of this right.

7.2 If the employee requests representation by a workplace representative, the Employer shall set a time and place for the meeting that is mutually agreeable to the Employer and the employee. Failing agreement, the Employer shall allow up to three (3) days from the notice in Article 7.1 for the employee to secure an AMAPCEO representative for the meeting. However, where urgency is required, the Employer shall give the employee notice so that the employee can be represented by an AMAPCEO representative in person, by tele-conference or through virtual methods. If the employee is unable to arrange for representation in accordance with this Article, the meeting may nonetheless proceed.

ARTICLE 8 - LEAVE OF ABSENCE FOR AMAPCEO ACTIVITIES

Full-Time Leave

8.1.1 The Employer agrees to provide a leave of absence from full-time employment with pay and no loss of entitlements to one (1) employee who is appointed or elected to a full-time position with AMAPCEO. The leave will be renewed annually. AMAPCEO will reimburse the Employer for leaves taken under this Article in accordance with Article 8.5.1.

8.1.2 Upon the expiry of a leave of absence under Article 8.1.1, the employee on leave shall be returned to their former position if such position exists or a comparable one if the position does not exist. The Employer and the employee may agree on another position to which the employee may be returned, subject to the requirements of this Agreement.

8.1.3 AMAPCEO agrees to inform the Employer of the employees who are covered by this provision.

Other Leaves

8.2 The Employer will grant leaves of absence to up to two (2) employees for the specific purpose of collective bargaining with the Employer. These employees will be granted time off work with pay and no loss of entitlements in order to attend collective bargaining meetings with the Employer up to and including conciliation, mediation, and interest arbitration, if applicable.

AMAPCEO will provide ten (10) days' written notice, where practicable, to the Employer's human resources manager for bargaining preparation and bargaining team caucus sessions. Subject to operational requirements, these employees will also be granted reasonable time off without loss of pay or entitlements to attend AMAPCEO bargaining team caucus sessions held immediately prior to conciliation, mediation or interest arbitration or other periods during negotiation, mediation, and arbitration. AMAPCEO will reimburse the Employer for bargaining preparation and bargaining team caucus sessions that exceed five (5) days for each round of bargaining in accordance with Article 8.5.1.

8.3 AMAPCEO District Directors shall be granted a leave of absence with pay and no loss of entitlements to conduct the internal affairs of AMAPCEO on the following basis:

(a) only the District Director shall be granted such leave;

(b) the leave shall be for a period of not more than three (3) days every calendar month, and unused leave shall not be cumulative;

(c) the District Director will attempt to give as much notice as possible in respect of any leave of absence under this Article and, in any event, not less than five (5) days' notice to the Employer; and

(d) the District Director shall not, during their period of leave, engage any other employee during that employee's working hours, or interfere in any manner with the conduct of the Employer's business; or engage in any unauthorized use of the Employer's equipment or resources.

AMAPCEO will reimburse the Employer for leaves under this Article in accordance with Article 8.5.1.

8.4 Subject to operational requirements, the Employer will grant a leave of absence to employees for AMAPCEO activities provided requests for such leave are submitted to the Employer in writing by AMAPCEO at least five (5) days in advance of the effective date of the leave. Notwithstanding the previous sentence, AMAPCEO will attempt to give as much notice as possible in respect of any leave of absence under this Article. It is understood that such leave of absence will be limited to a maximum of three (3) employees at any one time. The total amount of such leave that is available for the entire bargaining unit is sixty-four (64) working days in each calendar year. Leaves under this Article will be with pay and no loss of entitlements. AMAPCEO will reimburse the Employer for leaves under this Article in accordance with Article 8.5.1. For clarity, the total amount of leave under this Article does not include leave granted under Article 8.2 or Article 8.3.

8.5.1 AMAPCEO will reimburse the Employer for approved leaves taken by employees under Articles 8.1.1, 8.2, 8.3, and 8.4 for salary and all benefits including the Employer's share of contributions required by statute and pension contributions.

8.5.2 The Employer may invoice AMAPCEO for reimbursable leaves on a quarterly basis for approved leaves taken by employees during the preceding quarter. In addition, the Employer will make every effort to submit invoices to AMAPCEO each April 1st for any approved leave taken by employees, not yet invoiced in the preceding fiscal year.

8.5.3 Where the Employer submits an invoice within the time frames provided in Article 8.5.2, AMAPCEO will remit payment for approved leaves taken by employees within thirty (30) calendar days of receipt of the Employer's invoice.

ARTICLE 9 - RIGHTS OF AMAPCEO WORKPLACE REPRESENTATIVES

9.1 The Employer will recognize three (3) workplace representatives. AMAPCEO shall send the Employer a list of the names of the workplace representatives authorized to represent employees. AMAPCEO shall provide updates in writing to the Employer's human resources manager when the workplace representatives change.

9.2 A workplace representative shall carry out their duties under Article 9.3 expeditiously so as to limit disruption to the Employer's operations:

(a) A workplace representative shall obtain permission from their immediate supervisor or alternate management representative before leaving their normal duties to perform their duties as a workplace representative, if such absence will be longer than one (1) hour during any day. Such permission will not be unreasonably withheld.

(b) When there are operational requirements, the Employer may require that the workplace representative defer/reschedule their duties under Article 9.3.

(c) Two (2) weeks prior to the commencement of each month, the workplace representative shall provide to the Employer's human resources manager notice of workplace representative activities planned for the following month.

9.3 The duties and responsibilities of workplace representatives shall include the following:

(a) Providing information to employees on their terms and conditions of employment, including their rights and entitlements under this Agreement.

(b) With the mutual agreement of the Employer, which shall not be unreasonably withheld, participating in problem-solving disputes.

(c) Attending meetings at the request of the Employer or in accordance with Article 7 (Employee Right to Representation).

(d) Presenting a dispute in accordance with the Dispute Resolution Procedure (Article 15).

Workplace representatives performing these activities shall be granted a leave of absence with pay and no loss of entitlements. For greater clarity, no leaves or any entitlements for pay or benefits shall be provided in cases where the employee engages in AMAPCEO activities outside their working hours.

ARTICLE 10 – CHECK-OFF OF UNION DUES

10.1 The Employer shall deduct from the wages/salaries of every employee covered by this Agreement a sum equivalent to the dues or assessments of AMAPCEO. The deduction shall be remitted to AMAPCEO on a monthly basis.

10.2 Together with each monthly dues payment, the Employer will provide a report to AMAPCEO indicating the names of the employees in respect of whom deductions have been made, the employee's identification number, current rate of pay, job title, classification, employment status (e.g., fixed-term or permanent), date the employee was hired by the Employer, as well as any such other information as may be agreed upon by the parties. The report will be forwarded in Excel unless the parties mutually agree to an alternate electronic format.

10.3 AMAPCEO shall advise the Employer in writing of the amount of its dues and assessments. This amount shall continue to be deducted until changed by further written notice by AMAPCEO.

10.4 AMAPCEO agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

10.5 AMAPCEO dues or assessments, or the equivalent amount, shall be itemized on the annual T4 slip as annual membership dues for AMAPCEO.

ARTICLE 11 – HOME POSITION

11.1 When an AMAPCEO bargaining unit member is temporarily assigned to a non-bargaining unit position, the employee shall continue to pay dues to AMAPCEO and continue to be covered by this Agreement for the entire term of the temporary assignment, except that salary and hours of work provisions shall be determined in accordance with the terms and conditions for the non-bargaining group the employee is temporarily assigned to.

11.2 Employees from outside the bargaining unit temporarily assigned to an AMAPCEO position for a period of more than thirty (30) calendar days will, on the 31st calendar day, commence paying dues and be governed by the terms of this Agreement except that pensions and insured benefits, as well as job security entitlements, will continue to be governed by the rules applicable to the employee's home position.

ARTICLE 12 - EMPLOYEE RELATIONS COMMITTEE

12.1 An Employee Relations Committee (ERC) shall be established to discuss and attempt to resolve matters of interest between the parties. The ERC shall consist of two representatives of management (or their management designates) and two workplace representatives. Each party may be accompanied by up to two resource persons.

12.2 The objectives of the ERC shall include:

(a) establishing and maintaining a positive and constructive relationship between AMAPCEO and the Employer;

(b) working together to resolve Union and Employer issues and concerns related to the workplace; and

(c) any other issue mutually agreed on by the parties.

12.3 The workplace representatives of the ERC shall be entitled to time off with pay and no loss of entitlements for meeting time and for reasonable preparation time.

12.4 The ERC shall be co-chaired jointly by a workplace representative and a management representative.

12.5 The ERC shall meet quarterly or as otherwise agreed. The parties will make best efforts to provide their agenda items at least five (5) days in advance of the meeting.

12.6 Information of a confidential nature disclosed at the ERC will be kept confidential by AMAPCEO (including its workplace representatives) until the Employer authorizes the disclosure of the information; however, this shall not be construed as preventing AMAPCEO from consulting internally with respect to any matter. For clarity, the workplace representatives may consult with AMAPCEO regarding confidential information disclosed at the ERC but may not otherwise disclose such confidential information until the Employer authorizes the disclosure.

12.7 Not less than ten (10) days prior to a formal public announcement or announcement to employees of substantial changes to the workplace, including reclassifications, layoffs, and substantial changes to reporting or organizational structures, the Employer will disclose the decision to the President of AMAPCEO. The President will be provided with the information, including the reasons for the decision, when the decision will be implemented, the number and locations of employees affected, and the impact, if any, on employees. The Employer has the discretion to make the disclosure earlier than the ten (10) days set out above. The Employer may provide less than ten (10) days' notice in the event of emergency, legislative, regulatory or government policy changes, or other extenuating circumstances making it impracticable for the Employer to provide ten (10) days' notice for reasons beyond its control. The information disclosed by the Employer will be kept confidential by AMAPCEO until the Employer makes the formal announcement to the public or employees or authorizes the disclosure of the information; however, nothing precludes AMAPCEO from consulting internally with respect to the matter.

ARTICLE 13 - BULLETIN BOARDS

13.1 The Employer will provide reasonable access to existing bulletin boards in the workplace for the purpose of communicating with the membership.

13.2 The Employer will also provide workplace representatives with access to a Microsoft Teams Channel, SharePoint site or an equivalent site for the purpose of communicating with the membership.

ARTICLE 14 - CORRESPONDENCE BETWEEN THE EMPLOYER AND AMAPCEO

14.1 Notice or correspondence required under this Agreement shall be provided to the President of AMAPCEO at the following address: AMAPCEO, 1 Dundas Street West, Suite 2310, P.O. Box 72, Toronto, Ontario, M5G 1Z3, or by email to disclosure@amapceo.on.ca.

ARTICLE 15 - DISPUTE RESOLUTION PROCEDURE

15.1 Statement of Intent

15.1.1 The Employer and AMAPCEO acknowledge the importance of resolving disputes arising from the interpretation, application, administration, or alleged violation of this Agreement (hereafter referred to as "disputes") at an early stage, and wherever possible, on an informal basis, in order to foster a harmonious and productive working environment. In this respect, the parties recognize the value of informal discussion between employees and the Employer as a means for resolving problems without recourse to the formal Dispute Resolution Procedure under this Article. Nothing in this Article is intended to discourage workplace resolution of employee complaints outside of this Dispute Resolution Procedure. The parties further acknowledge the importance of full disclosure of issues and open discussion throughout the process to facilitate mutually acceptable resolutions.

15.1.2 An employee who has a complaint may raise the complaint with their manager, or in the absence of their manager, with their director, with a view to having that complaint resolved without having to invoke the formal resolution stages of the Dispute Resolution Procedure. The employee shall have the right to be accompanied and represented by a workplace representative at this stage of the Dispute Resolution Procedure.

15.2 Formal Resolution: Stage One

15.2.1 If any complaint is not satisfactorily resolved on an informal basis, the employee may file a dispute in writing within thirty (30) days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the employee. The dispute will be made in writing on a form approved by AMAPCEO and submitted to the Employer's human resources manager.

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15.2.2 In accordance with the form approved by AMAPCEO, a formal dispute shall set out the matter giving rise to the complaint, the relevant Article(s) of this Agreement, and the remedial action requested.

15.2.3 The Employer's human resources manager or their designate shall respond in writing to the Stage One dispute within fifteen (15) days of receipt. In the event that no decision in writing is received in accordance with the specified time limits at Stage One, AMAPCEO may submit the dispute to Stage Two within fifteen (15) days of the date that the Employer's human resources manager or their designate was required to give the decision in writing in accordance with Stage One.

15.3 Formal Resolution: Stage Two

15.3.1 If the dispute is not resolved at Stage One, an AMAPCEO representative, on behalf of the employee, may submit a Stage Two dispute in writing to the Employer's human resources manager or their designate within fifteen (15) days of the date AMAPCEO received the Employer's Stage One response and request a meeting with the Employer's human resources manager. The meeting shall take place within fifteen (15) days of the date that the Employer received the Stage Two written dispute from the AMAPCEO representative. It is agreed that the Employer's representative(s) will have the authority to work towards resolving the dispute. The Employer shall give the AMAPCEO representative present at the meeting and the employee a decision in writing within fifteen (15) days of the meeting.

15.4 Referral to Arbitration

15.4.1 If the dispute is not resolved at Stage Two, a staff representative of AMAPCEO, on behalf of the employee, may submit the dispute in writing to arbitration within thirty (30) days of the date that the AMAPCEO representative present at the meeting receives the decision at Stage Two. In the event that no decision in writing is received in accordance with the specified time limits at Stage Two, a staff representative of AMAPCEO may submit the dispute to arbitration within thirty (30) days of the date that the designated management representative was required to give the decision in writing in accordance with Stage Two. Disputes that are not referred to arbitration within the thirty (30) days will be deemed to have been withdrawn.

15.5 General

15.5.1 The employee shall have the right to be accompanied and represented by an AMAPCEO representative at each stage of this procedure and in the arbitration procedure.

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

15.5.3 At the option of AMAPCEO or the Employer, the AMAPCEO representatives, the Employer and/or the employee may participate in the Stage Two meeting by video conference.

15.5.4 Where a complaint or dispute has not been processed by the employee or AMAPCEO within the time period prescribed, the dispute shall be deemed to have been withdrawn.

15.5.5 The Employer shall not take any reprisals against an employee for initiating or pursuing a dispute.

15.5.6 The parties agree that the disclosure of relevant information facilitates meaningful discussions during the Dispute Resolution Procedure, and, to that end, the parties mutually agree to make best efforts to disclose any facts and/or information relating to the dispute in a timely manner.

15.5.7 An employee on whose behalf a dispute is filed under this Article shall be given time off with pay and no loss of entitlements to attend meetings with management under this Article or to attend arbitration of the dispute.

15.5.8 The workplace representative who is authorized to represent the employee shall also be given time off with pay and no loss of entitlements to attend meetings with management under this Article or to attend arbitration of the dispute. The workplace representative shall also be given time off with pay and no loss of entitlements as is reasonably necessary to prepare for such meetings or arbitrations, subject to operational requirements.

15.6 Group Dispute

15.6.1 In the event that more than one (1) employee has the same dispute, and such employees would be entitled to file a dispute, AMAPCEO shall be entitled to present a group dispute in writing, signed by such employees, within thirty (30) days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of these employees. In such cases, no more than three (3) complainants may attend each stage unless otherwise mutually agreed. This dispute shall be filed with the Employer's human resources manager or their designate.

15.7 Policy Dispute

15.7.1 Where a dispute arises between the Employer and AMAPCEO, either party may file a policy dispute in writing at Stage Two, provided they do so within sixty (60) days after the circumstances giving rise to the dispute have occurred or have come or ought reasonably to have come to the attention of the party.

15.7.2 An AMAPCEO policy dispute shall be signed by the President of AMAPCEO or their designate and directed to the Employer's human resources manager or their designate. An Employer policy dispute shall be signed by the Employer's human resources manager or their designate and directed to the President of AMAPCEO or their designate.

15.7.3 An allegation that the Employer has not provided an insured benefit that has been contracted for in accordance with this Agreement shall be pursued as an individual complaint filed under Article 15.

15.8 Discharge, Suspension and Demotion Disputes

15.8.1 Where an employee has been discharged, demoted, or suspended for a period greater than five (5) days, AMAPCEO may present a dispute on the employee's behalf directly at Stage Two.

15.9 Arbitration

15.9.1 Where a difference arises between the parties relating to the interpretation, application, administration, or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, either party may, after exhausting the Dispute Resolution Procedure, refer the difference or allegation to arbitration before a single arbitrator. The party providing notice of the referral to arbitration shall include the names of three (3) persons selected by that party as being appropriate to act as the sole arbitrator. Within ten (10) days of receipt of such notice, the other party shall inform the first party of its agreement to submit the referral to one of the proposed arbitrators or shall provide a list of three (3) additional persons selected by that party as acceptable to act as the sole arbitrator. In the event that the parties are not able to agree on the appointment of an arbitrator, the party referring the difference or allegation shall request that the Minister of Labour appoint an arbitrator as per the Ontario *Labour Relations Act*.

15.9.2 An employee who has initiated a complaint and for whom a staff representative of AMAPCEO makes an application for a hearing before an arbitrator, or the Ontario Labour Relations Board, shall be allowed a leave of absence, with pay and no loss of entitlements, to be in attendance. This Article shall also apply to the pre-hearings, mediation/arbitration, or mediation under the auspices of an arbitrator or the Ontario Labour Relations Board.

15.9.3 AMAPCEO and the Employer agree that all hearings should commence in a timely manner.

15.9.4 The parties may agree to refer any complaint to a mediator/arbitrator in accordance with section 50 of the Ontario *Labour Relations Act*, and the decision of the mediator/arbitrator shall be final and binding upon the parties.

15.9.5 The costs of the arbitrator or arbitrator/mediator shall be shared equally by the parties.

15.9.6 The arbitrator or mediator/arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.

15.9.7 No matter may be submitted to arbitration unless it has proceeded through all requisite steps of the Dispute Resolution Procedure.

ARTICLE 16 – SENIORITY/CONTINUOUS SERVICE

16.1.1 Subject to Article 16.1.2, an employee's seniority/continuous service date is calculated from the employee's most recent date of hire by the Employer, following the successful completion of the employee's probationary period, unless otherwise specified in this or any other Article of this Agreement.

16.1.2 The continuous service date of an employee recruited and hired from the Ontario Public Service or from specified provincial agencies, boards and commissions, pursuant to a reciprocal staffing agreement, if applicable, shall be the employee's most recent date of hire with the Ontario Public Service or the applicable agency, board, or commission. For clarity, employees hired under a reciprocal staffing agreement maintain their access to benefits (no waiting period), pension contributions, and years of service (to determine vacation entitlement). For further clarity, all seniority dates will be determined by referring to the date the employee commences employment with the Employer in accordance with Article 16.1.1.

16.2 No employee who was hired before the date of ratification of the first collective agreement shall have their seniority/continuous service date reduced as a result of the application of this Article. Prior to ratification of the first collective agreement, the Employer will provide AMAPCEO with a seniority list showing the start date of the employee and the number of years seniority of the employee and post the list on the bulletin boards. Employees will have ten (10) days from the date of ratification to review the information on the list and bring any issues to the attention of AMAPCEO and the Employer.

16.3 An employee's seniority/continuous service shall accumulate from the date determined in Articles 16.1.1 and 16.1.2 and shall include the period of service during which an employee:

(a) is in receipt of Long Term Income Protection or WSIB benefits;

(b) is absent on pregnancy or parental leave;

(c) is absent on any authorized leave with pay;

(d) is absent on any authorized leave without pay of less than thirty (30) calendar days;

(e) is absent on a leave of absence covered by the *Employment Standards Act, 2000*; or

(f) is on layoff and retains recall rights under Article 27.9 of this Agreement.

16.4 When an employee's seniority/continuous service does not accumulate, or ceases accumulating, such period of leave shall not be included in the determination of the employee's seniority/continuous service. However, periods of service immediately before and after such absence shall be considered continuous and shall be included in determining seniority/continuous service.

16.5 Where a part-time employee becomes a full-time employee, any service as a part-time employee which forms part of the employee's unbroken service shall be calculated according to the following formula:

$$\frac{\text{Weekly hours of work as a part-time employee}}{\text{Full-time weekly hours of work for class}} \quad \text{x} \quad \text{Years of continuous service as a part-time employee}$$

Notwithstanding Articles 16.1.1 and 16.1.2, part-time employees will accrue seniority/continuous service in accordance with the above formula. Changes in the employee's weekly hours of work over the course of their part-time employment with the Employer shall be taken into account.

16.6 Seniority, continuous service and employment shall be terminated if:

(a) an employee resigns or retires;

(b) an employee is dismissed unless such dismissal is reversed through Article 15 (Dispute Resolution Procedure);

(c) subject to Article 22, an employee is absent without leave in excess of ten (10) consecutive working days; or

(d) an employee is laid off and remains laid off for more than twelve (12) months.

16.7 The Employer shall maintain a seniority list, including the employees' names, dates of continuous service, classification levels, and job titles, which shall be posted (hard copy or electronic posting) in the workplace on a semi-annual basis, with copies provided to AMAPCEO on a semi-annual basis.

ARTICLE 17 - PROBATIONARY PERIOD

17.1 There shall be a probationary period of not more than twelve (12) months for new employees hired after the date of ratification. If an employee is absent for a period greater than three (3) consecutive calendar weeks during the probationary period, the Employer may extend the employee's probationary period by the length of that absence.

17.2 Within the first three (3) months of an employee's probationary period, the performance standards required for the position will be reviewed with the employee, and the employee will be advised if they are not meeting the standards.

ARTICLE 18 - RECRUITMENT

18.1.1 When any position in the bargaining unit becomes vacant for a period of twelve (12) months or greater than twelve (12) months, or a new position of twelve (12) months or greater than twelve (12) months is created in the bargaining unit, the position will be posted via electronic means for a period of no less than ten (10) days. The Employer may proceed concurrently with an internal and external posting. The position will be posted internally via email or other electronic means.

18.1.2 The posting for the position in the bargaining unit shall include: the job title of the position; equity and accommodation statement; salary range; general description of job duties; qualifications required; whether temporary or permanent; whether full-time or part-time; work location; whether travel is required for the position; that it is an AMAPCEO-represented position; and closing date for the competition. Applicants who are selected for an interview may request a job description which, if available, the Employer shall provide.

18.1.3 If a bargaining unit employee applies for a vacancy in the bargaining unit where a non-bargaining unit applicant has also applied and where relevant education and experience, skill and ability, and knowledge requirements are relatively equal between a bargaining unit applicant and a non-bargaining unit applicant, preference in filling the position will be given to the bargaining unit applicant.

18.1.4 A position of less than twelve (12) months in duration shall be filled at the Employer's discretion. The Employer may, with AMAPCEO's consent (which shall not be unreasonably withheld), extend such a position for up to four (4) weeks.

18.1.5 Where, pursuant to Article 18.1.4, a position was not posted and an employee has continuously been in the position since the initial assignment, the position shall be posted and filled competitively within eighteen (18) months of the initial assignment where the Employer determines that the work is continuing on either a temporary or permanent basis.

18.1.6 A vacant position of any length may be filled without competition if, within twelve (12) months of the conclusion of a previous competition for the same position, the Employer offers the vacancy to the most qualified applicant as determined in the previous competition who has not yet accepted a position with the Employer, and continuing, if necessary, in descending order of qualification. The same position does not include a permanent vacancy arising after a competition for a temporary position but does include a temporary position arising after a competition for a permanent position.

18.1.7 The Employer will ensure that all postings are accessible to employees on approved leaves of absence.

18.2 An employee invited to attend an interview shall be granted time off with pay and no loss of entitlements to attend the interview.

18.3 The Employer will send the name of the successful applicant for a vacancy in the bargaining unit to the President of AMAPCEO and shall post the successful applicant's name internally by electronic means.

18.4 Upon written request, the Employer shall inform unsuccessful bargaining unit applicants of the reason(s) that they were not chosen for the position.

ARTICLE 19 - PAY ADMINISTRATION

Pay Administration on Promotion

19.1 Promotion occurs when the incumbent of a position in the bargaining unit is assigned to another position in the bargaining unit with a higher maximum salary than that of the position held by the employee immediately before the promotion.

19.2 An employee who is promoted shall receive a promotional increase of five percent (5%), however, in no case shall the resulting salary be less than the minimum or greater than the maximum of the salary classification level of the position to which the employee is promoted.

Pay Administration on Lateral Transfer

19.3 When an employee accepts a bargaining unit position in a salary classification level with the same salary maximum as the employee's current position, the employee shall retain their current salary and anniversary date.

Pay Administration on Reclassification

19.4 Where a position is reassessed and reclassified to a salary classification level with a higher salary maximum, an employee who occupies the position at the time of the reclassification shall be extended pay treatment in accordance with Article 19.2.

Pay Administration for Temporary Assignments

19.5.1 Where an employee is temporarily acting in a position or assignment in a classification with a higher salary maximum, including a management position, for a period in excess of fifteen (15) consecutive days, the employee shall be paid acting pay from the day they commenced to perform the duties of the higher classification.

Such an employee shall receive an increase of five percent (5%) for the duration of the time they perform the duties of the higher classification, however, in no case shall the resulting salary be less than the minimum or greater than the maximum of the classification level of the position in which the employee is temporarily acting or assigned.

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

Pay Administration for New Salary Classification Levels

19.6.1 When the Employer institutes a new position for which there is no existing salary classification level, a salary classification level and a rate will be assigned by the Employer, and AMAPCEO will be notified in writing. If AMAPCEO disagrees with the new salary classification level and rate for the new position, it will notify the Employer in writing within thirty (30) days of receiving the Employer's notice. A meeting will be arranged within thirty (30) days of the notification.

19.6.2 If no agreement can be reached at the meeting under Article 19.6.1, AMAPCEO may refer the issue directly to arbitration within thirty (30) days of the meeting. The arbitrator shall be limited to establishing the salary classification level and rate based on:

(a) comparison with the Employer's rates for existing classifications in the Ontario Public Service and this bargaining unit; and

(b) the duties and responsibilities of the new position as compared to other classifications in the Ontario Public Service and this bargaining unit.

The arbitrator's decision will be final and binding.

19.6.3 Any information that either party seeks to rely on must be submitted to the other party, with a copy to the arbitrator, at least twenty (20) days in advance of the hearing, including witness statements if oral evidence is intended. The proceeding shall be expedited to the extent possible, and the arbitrator has full authority to make such rulings as are necessary to that end.

19.6.4 The arbitrator will uphold the Employer's determination unless, having regard to the factors outlined in Article 19.6.2, the arbitrator determines that the Employer has made an unreasonable determination.

ARTICLE 20 - DISCIPLINE AND DISCHARGE

20.1 No employee shall be disciplined or discharged without just cause. Disciplinary measures will be appropriate to their cause and subject to the principles of progressive discipline.

20.2 An employee shall be advised of the reasons for disciplinary action. When an employee is to be discharged or suspended, the employee shall be advised in writing of the reasons for such action.

20.3 It is understood that nothing in this Article confers on a probationary employee any right to dispute or arbitrate a probationary employee's dismissal as being without just cause, as the just cause standard does not apply. As such, the only basis for a dispute in respect of the dismissal of a probationary employee is that the dismissal was contrary to this Agreement or arbitrary, discriminatory or in bad faith or contrary to applicable statutory obligations.

ARTICLE 21 - PERSONNEL FILES AND DISCIPLINARY RECORDS

21.1 The Employer shall keep only one official recognized personnel file, which shall contain personnel information including, but not limited to, initial appointment documents, performance appraisals, commendations, and disciplinary records.

21.2 Any document relating to work performance or disciplinary action that is to be placed on an employee's personnel file will be provided to the employee within a reasonable time of its preparation.

21.3 Employees will be made aware of concerns relating to work performance within a reasonable time.

21.4 Upon a written request, an employee shall be given an opportunity to review their personnel file within ten (10) days of the request.

21.5 The employee is entitled to include their own explanation of a matter, including a disciplinary incident, as an attachment to the information being placed in the employee's personnel file.

21.6 Any letter of reprimand, suspension or other sanction will be removed from the personnel file of an employee three (3) years following the receipt of such a letter, suspension, or other sanction provided that the employee's personnel file has been clear of similar offences for the three (3) year period. Any such letter of reprimand, suspension or other sanction so removed cannot be used in any subsequent proceedings. Nothing in this paragraph prevents earlier removal by the Employer.

ARTICLE 22 - ABANDONMENT OF POSITION

22.1 An employee who is absent from duty without authorization for a period of ten (10) consecutive days or longer may be declared to have abandoned their position.

22.2 Prior to declaring an employee to have abandoned their position, the Employer shall make reasonable efforts to:

(a) contact the employee to determine the reasons for absence without authorization;

(b) notify the employee of the consequences of absence without authorization; and

(c) copy AMAPCEO on the notice to the employee described in (b) above.

ARTICLE 23 - LEAVES OF ABSENCE

General

23.1 Except in exceptional circumstances, a request for a leave of absence or for an extension of a leave of absence under this Article shall be made to the Employer in writing in advance of the requested leave or extension, and the Employer shall respond to such request in writing.

23.2 Where an employee is on an approved leave of absence of greater than six (6) months, the employee may end such leave early with at least four (4) weeks' notice to the Employer. Where an employee is on an approved leave of absence of less than six (6) months, the employee may end such leave early with at least two (2) weeks' notice to the Employer.

23.3 Where an employee is on an approved leave of absence under this Article, the employee shall:

(a) have the right to return to their position at the end of such leave unless that position has been eliminated during the employee's absence in which case the employee shall have all rights and entitlements in accordance with Article 27 (Job Security and Lay Off);

(b) on returning to work, be paid at the level in the salary range the employee attained when the leave commenced;

(c) remain subject to the Employer's conflict of interest and confidentiality policies; and

(d) comply with such reasonable terms and conditions with regard to confidentiality, conflict of interest, and the length of any such leave.

23.4 Vacation credits shall continue to accumulate throughout any paid leave.

23.5 During leaves of absence with pay, full benefit coverage under Article 31 will continue. The Employer and employee will continue to pay any applicable premiums.

23.6 Accumulation of vacation credits shall continue during an unpaid leave of absence for up to thirty (30) calendar days.

23.7 An employee on an unpaid leave of absence of up to thirty (30) calendar days shall be covered by the benefits plan.

23.8 Notwithstanding Article 23.7, and subject to Article 23.9, an employee who is granted an unpaid leave of absence of over thirty (30) calendar days shall be covered by the benefits plan only up until the end of the month in which the leave of absence commences.

23.9 During any unpaid leave of absence over thirty (30) calendar days, the employee may continue the coverage under the benefits plan by continuing to pay the full benefit premiums, which includes both the Employer and employee share, at least one (1) week in advance of the first of each month through the Employer's designated human resources contact.

Personal Leave

23.10 Employees shall be entitled to three (3) paid days of personal leave in each calendar year.

Military Leave

23.11 The Employer may grant a leave of absence as reservist leave for service or training in the Canadian Forces as provided for under the *Employment Standards Act, 2000,* one (1) week of which shall be paid.

Jury or Witness Duty Leave

23.12 Where an employee is absent by reason of a summons to serve as a juror or a subpoena as a witness, the Employer shall treat the absence as a leave with pay and the employee shall pay to the Employer any fee they have received as a juror or as a witness.

Bereavement Leave

23.13 An employee shall be allowed up to three (3) days' leave of absence with pay in the event of the death of the employee's spouse, parent, step-parent, parent-in-law, child, step-child, child-in-law, sibling, step-sibling, sibling-in-law, sibling of the employee's parents, grandparent, step-grandparent, grandchild, step-grandchild, the child of a sibling, the child of a step-sibling, ward, guardian, former guardian, former ward, foster parent, former foster parent, foster child, or former foster child.

23.14 An employee shall be allowed up to two (2) additional days' leave of absence without pay to attend a funeral of a person described in Article 23.13 if the location of the funeral is more than eight hundred kilometres (800 km) from the employee's residence.

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

Self-Funded Leave

23.16 All employees are eligible to participate in the self-funded leave plan upon receiving approval from the Employer. The approval to participate in the self-funded leave plan will not be unreasonably denied. Self-funded leave is a salary deferral arrangement that:

(a) enables an employee to fund a six (6) to twelve (12) month leave of absence through deferral of up to thirty-three point three percent (33.3%) of pre-tax salary per year over a one (1) to four (4) year period;

(b) is governed by the (Federal) *Income Tax Act*, Regulation 6801 (Salary Deferral Arrangements);

(c) requires return-to-work following the leave for a period equivalent to the leave period; and

(d) provides for return to the employee's own or comparable position with the Employer when the leave ends.

Bi-weekly salary deductions are remitted to the self-funded leave plan trustee (a financial institution) for deposit into an interest-bearing personal account.

23.17 The Employer may impose reasonable terms and conditions with regard to confidentiality and conflict of interest during the leave described in Article 23.16.

23.18 Benefits coverage continues if the employee continues paying their share, if any, of the monthly premium cost.

Employment Standards Act Leaves

23.19 Other leaves of absence provided for under the *Employment Standards Act, 2000*, as may be amended, will be granted to employees in accordance with the provisions of the *Employment Standards Act, 2000* and its Regulations.

Employer Granted Discretionary Leaves

23.20 The Employer may grant leaves of absence with or without pay in special circumstances such as for study, research, outside employment (including with the Government of Canada, the Government of Ontario or a public agency), personal or family matters, or to accommodate other special needs or circumstances of employees, where reasonable to do so based on operational requirements, subject to such reasonable terms and conditions the Employer may impose with regard to confidentiality, conflict of interest and the length of any such leave.

ARTICLE 24 - PREGNANCY LEAVE, PARENTAL LEAVE AND EMPLOYMENT INSURANCE TOP-UP

24.1 In this Article:

"last day at work" in respect of an employee on a leave of absence referred to in Article 24 means the last day the employee was at work before the leave of absence.

"parent" includes an employee with whom a child is placed for adoption and an employee who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

"pregnancy leave" means a leave of absence under Article 24.2.

"parental leave" means a leave of absence under Article 24.7.

"weekly pay", in respect of an employee on a leave of absence referred to in Article 24 means weekly pay at the rate actually received by the employee on the last day of work and includes any salary increase that is granted after the last day of work to take effect retroactively on or before the last day of work.

Pregnancy Leave

24.2 The Employer shall grant a leave of absence without pay in accordance with Part XIV of the *Employment Standards Act, 2000,* to an employee who is pregnant and who started their service with the Employer at least thirteen (13) weeks before the expected birth date.

24.3 An employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

24.4 The pregnancy leave of an employee who is entitled to take parental leave ends seventeen (17) weeks after the pregnancy leave began.

24.5 The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is twelve (12) weeks after the birth, still-birth, or miscarriage of the child.

24.6 An employee who has given notice to end pregnancy leave may change the notice:

(a) to an earlier date if the employee gives the Employer at least four (4) weeks' written notice before the earlier date; or

(b) to a later date if the employee gives the Employer at least four (4) weeks' written notice before the date the leave was to end.

Parental Leave

24.7 The Employer shall grant a leave of absence without pay in accordance with Part XIV of the *Employment Standards Act, 2000,* to an employee who has at least thirteen (13) weeks' service with the Employer and who is the parent of a child.

24.8 Parental leave may begin:

(a) no earlier than the day the child is born or comes into the custody, care, and control of the parent for the first time; and

(b) no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care, and control of the parent for the first time.

24.9 The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care, and control of a parent for the first time.

24.10 Parental leave ends sixty-one (61) weeks after it began for an employee who takes pregnancy leave and sixty-three (63) weeks after it began for an employee who did not take pregnancy leave.

24.11 An employee who has given notice to end parental leave may change the notice:

(a) to an earlier date if the employee gives the Employer at least four (4) weeks' written notice before the earlier date, or

(b) to a later date if the employee gives the Employer at least four (4) weeks' written notice before the date the leave was to end.

Employment Insurance Top-up

24.12 An employee who is entitled to pregnancy and/or parental leave and who provides the Employer with proof of receipt of employment insurance benefits pursuant to the *Employment Insurance Act* (Canada) shall be paid an allowance in accordance with the Employer's plan to top-up parental and pregnancy employment insurance benefits (hereinafter referred to as the "Supplementary Benefit Plan").

24.13 In respect of the period of pregnancy leave, payments made according to the Supplementary Benefit Plan will consist of the following:

(a) for the first one (1) week (the waiting period), payments equivalent to ninety-three percent (93%) of the employee's weekly rate of pay, and shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are or would have been implemented. For clarity, any increases to salary that are implemented across the bargaining unit shall be applied and paid out to employees on leave under this sub-Article at the same time it is paid out to all other employees; and

(b) for each week thereafter, up to a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the sum of the weekly employment insurance benefits the employee receives for the week and any other salary earned by the employee during the week, and ninety-three percent (93%) of the employee's weekly rate of pay, and shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are or would have been implemented. For clarity, any increases to salary that are implemented across the bargaining unit shall be applied and paid out to employees on leave under this sub-Article at the same time it is paid out to all other employees

24.14 In respect of the period of parental leave, payments made according to the Supplementary Benefit Plan will consist of the following:

(a) Where the employee serves the employment insurance waiting period, for the first one (1) week, payments equivalent to ninety-three percent (93%) of the employee's weekly rate of pay, and shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are or would have been implemented. For clarity, any increases to salary that are implemented across the bargaining unit shall be applied and paid out to employees on leave under this sub-Article at the same time it is paid out to all other employees; and

(b) for each week thereafter, up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly employment insurance benefits the employee is eligible to receive for the week and any other salary earned by the employee during the week, and ninety-three percent (93%) of the employee's weekly rate of pay, and shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are, or would have been, implemented. For clarity, any increases to salary that are implemented across the bargaining unit shall be applied and paid out to employees on leave under this sub-Article at the same time it is paid out to all other employees.

24.15 Payments under the Supplementary Benefit Plan will not apply to a leave that continues after seventy-eight (78) weeks following the day the child is born or comes into the custody, care, and control of the parent for the first time, where employment insurance benefits do not apply.

24.16 Notwithstanding any other Article in this Agreement, vacation credits and seniority continue to accrue during pregnancy leave, parental leave and extended leave (Article 24.23).

Benefits and Pension Plans

24.17 During pregnancy leave, parental leave and extended leave (Article 24.23), an employee who participates in the Benefits Plan referred to in Article 31 shall continue that participation unless the employee elects in writing not to do so. Unless an employee gives the Employer this written notice, the Employer and the employee shall continue to pay the applicable premiums.

24.18 Unless an employee gives the Employer written notice referred to in Article 24.17, the Employer shall continue to pay the premiums for the Benefits Plan in Article 31 that the Employer was paying immediately before the employee's pregnancy leave, parental leave and extended leave (Article 24.23) and the employee shall continue to pay the premiums for the group insurance coverages that the employee was paying immediately before the pregnancy leave or parental leave.

24.19 Where an employee elects to continue to make their pension contributions under existing practice, pensionable service shall also accrue, and the Employer shall continue to make its contributions.

24.20 Extended leave (Article 24.23) is covered by Article 24.19 only if the purpose of the extension is directly related to parental leave taken by a parent who is not eligible for pregnancy leave, including an adoptive parent.

Pregnancy plus Parental Leave

24.21 An employee on pregnancy leave is entitled to a parental leave of absence of up to sixty-one (61) weeks.

24.22 Parental leave for an employee who also took pregnancy leave shall commence immediately following the expiry of the pregnancy leave.

Extension of Parental Leave

24.23 Except for an employee to whom Article 24.21 applies, an employee on parental leave is entitled, upon application in writing at least four (4) weeks (unless it is not reasonable in the circumstances) prior to the expiry of the leave, to a consecutive leave of absence without pay and with accumulation of vacation credits for not more than six (6) weeks.

Returning from Leave

24.24 An employee returning to work after pregnancy leave, parental leave or extended leave (Article 24.23) shall be reinstated to the position the employee most recently held with the Employer on a permanent and not a temporary basis, if the position still exists, or to a comparable position if it does not.

24.25 The Employer shall pay a reinstated employee a salary that is at least equal to the greater of:

(a) the salary the employee was most recently paid by the Employer; or

(b) the salary that the employee would be earning had the employee worked throughout the leaves of absence referred to in Article 24.

24.26 An employee who has worked less than thirteen (13) weeks with the Employer and becomes the parent of a child shall be granted upon request a leave of absence without pay and without accumulation of credits and service, under the discretionary leave provisions of Article 23 (Leaves of Absence), for up to the following periods:

(a) seventy-eight (78) weeks for an employee who would otherwise be eligible for pregnancy leave and parental leave under Articles 24.2 and 24.7; and

(b) sixty-nine (69) weeks for an employee who would otherwise be eligible for parental leave and extended leave only, under Articles 24.7 and 24.23.

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

ARTICLE 25 – HEALTH AND SAFETY

25.1 The Employer shall make reasonable provisions for the health and safety of employees during the hours of their employment. The Employer, the employees, and AMAPCEO shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of health and safety of all employees.

25.2 The Employer agrees to:

(a) take all measures reasonable in the circumstances to ensure that safe conditions prevail within the workplace, including providing and maintaining a workplace, equipment, work methods and tools that are safe and without undue risk to health, informing employees regarding the risks relating to their work, and providing appropriate training so that employees have the skills and knowledge necessary to safely perform the work assigned to them.

(b) take, without delay, all measures reasonable in the circumstances to prevent or correct a situation that may endanger the health and safety of employees as soon as this situation is brought to its attention.

ARTICLE 26 – TECHNOLOGICAL CHANGE

26.1 Where the Employer introduces technological change in either equipment or methods of operation which may result in the layoff or release of employee(s), the Employer shall notify AMAPCEO in writing no less than ninety (90) calendar days prior to the implementation of the technological change. This ninety (90) calendar day period shall not extend any other notice to be given under this Agreement and may run concurrently with any such other notice. In urgent circumstances where the Employer is unable to provide the Union with at least ninety (90) days' notice, the Employer will provide as much notice as possible.

26.2 To minimize adverse effects of technological change on employees under Article 26.1, issues of reassignment and/or training of affected employees will be referred for discussion by the ERC.

ARTICLE 27 - JOB SECURITY AND LAYOFF

27.1 Application

27.1.1 This Article applies to all permanent employees in the bargaining unit subject to the following exceptions:

(a) Probationary employees shall have all rights under this Article except bumping rights. Nothing in this Article shall be deemed a recognition of seniority or continuous service for probationary employees for other purposes.

(b) Bumping and any other option available to permanent part-time employees to access positions on layoff shall be restricted to permanent part-time positions.

27.2 Layoff – Notice to the Union

27.2.1 Where the Employer determines that a layoff is necessary, the Employer shall provide notice and disclosure to AMAPCEO in accordance with Article 12.7 of this Agreement. For the purposes of this Article, a layoff includes the elimination of a position as it is constituted at the time of the layoff. Once such notice and disclosure are given, the Employer and AMAPCEO shall meet to discuss the implementation of the layoff and whether there are measures that could be undertaken to avoid or minimize the need for any such layoffs.

27.3 Order of Layoff

27.3.1 The Employer shall identify in writing the position(s) affected. All part-time or fixed-term employees in the affected or next lower salary classification level shall be laid off in reverse order of seniority before any permanent full-time employee is laid off, provided that the remaining employee(s) has (have) the required relevant education and experience, skill and ability, and knowledge to perform the work of the position of the laid off employee(s). Permanent full-time employee(s) in the affected position(s) shall be laid off in the reverse order of seniority provided that the remaining employee(s) has (have) the required relevant education and experience, skill and ability, and knowledge to perform the work of the position of the laid off employee(s).

27.4 Advance Notice Meeting And Voluntary Exit

27.4.1 Not less than ten (10) days prior to the Employer issuing written layoff notice(s) as described in Article 27.5.1, the Employer shall meet with employees whose position(s) will be eliminated to inform them of same. The Employer will give AMAPCEO notice of this meeting in accordance with Article 12.7 and invite an AMAPCEO representative to attend this meeting.

27.4.2 After the meeting in Article 27.4.1, employees in the same salary classification level as the positions identified for elimination will be advised in writing of the position(s) being eliminated and of the option to voluntarily exit.

27.4.3 No later than five (5) days following the notice in Article 27.4.2, any employee(s) within the same salary classification level may offer to voluntarily exit from their employment. If there are more volunteers than positions from which to exit, seniority will govern who can voluntarily exit, provided that the remaining employee(s) has (have) the required relevant education and experience, skill and ability, and knowledge to perform the work of the position held by the employee who will voluntarily exit.

27.4.4 The employee permitted to voluntarily exit shall be entitled to full notice and severance pursuant to Article 27.8.

27.4.5 Employees who are permitted to voluntarily exit shall leave no later than thirty (30) days after the acceptance of their voluntary exit offer by the Employer unless another arrangement is mutually agreed upon.

27.5 Layoff - Notice to the Employee

27.5.1 Employee(s) affected by the layoff shall be given a minimum of six (6) months' written notice of the date of layoff. The notice shall advise the employee(s) in writing of all the options in accordance with Article 27.5.2. AMAPCEO shall be copied on all notices issued to the employee. Notices to the employee shall be deemed received by the employee on the day on which it is delivered in person. Otherwise, the written notice shall be sent by certified mail to the last known address of the affected employee(s), or another means whereby receipt of such written notice is confirmed by the deliverer.

27.5.2 An employee who receives a notice of layoff shall have the following options, provided they meet the eligibility requirements set out in this Agreement:

1. Accept pay-in-lieu, in which case Option 2, does not apply;

2. Work all or part of the notice period and remain eligible:

   (a) to exercise bumping rights; and

   (b) to be recalled.

27.6 Option 1: Pay-in-lieu

27.6.1 Employees shall be eligible to accept pay-in-lieu if the employee indicates their acceptance of this option and preference for payment under Article 27.6.2 within ten (10) days of the date that the notice under Article 27.5.1 is deemed to have been received by the employee. An employee who receives a notice under Article 27.5.1 and who does not accept a pay-in-lieu option within the ten (10) day period, may, during the notice period, indicate that they wish to take a pay-in-lieu option in which case pay-in-lieu shall be pro-rated based on the employee's last day of work and the end of the notice period.

27.6.2 Pay-in-lieu options in this Article mean either:

(a) a lump sum of six (6) months pay, plus severance as provided for in Article 27.8.1, payable as soon as is reasonably possible but not later than three (3) pay periods following acceptance of the pay-in-lieu option. An employee who elects to be paid in a lump sum shall not receive insured benefits or the monetary value of same. Where an employee accepts a pay-in-lieu option pursuant to this Article, the employee's last day at work shall be five (5) days after the employee advises the Employer of the acceptance of a pay-in-lieu option under Article 27.6.1, or such other period as the employee and the Employer shall agree.

(b) continuance of salary plus benefits for the duration of the notice and severance period calculated from the last day of work until the end of the notice and severance period. An employee who receives salary continuance shall receive all insured benefits except Short Term Sickness Plan and Long Term Income Protection throughout the period of salary continuance. In addition, the employee and the Employer shall continue to make pension contributions, subject to the terms of the Employer's pension plan.

27.6.3 Where the employee advises the Employer of preferences for payment under Article 27.6.2 to ensure tax-effective treatment, the Employer will comply subject to requirements at law.

27.6.4 Where an employee accepts a pay-in-lieu option pursuant to this Article, any further entitlements under this Agreement are forfeited with the exception that the employee will be eligible to apply for internal competitions for twelve (12) months from the employee's last day of work.

27.7 Option 2: Bumping

27.7.1 An employee identified for layoff is eligible to bump another employee with less seniority in their own or in the next lower salary classification level if the Employer determines that the employee has the required relevant education and experience, skill and ability, and knowledge to perform the work of the position of the bumped employee.

27.7.2 Within five (5) days of the advance notice meeting under Article 27.4.1, the Employer will identify any bumps available in accordance with Article 27.7.1.

27.7.3 Within five (5) days of the Employer's identification of available bumps under Article 27.7.1, an employee who wishes to exercise bumping rights shall identify their interest in a particular position(s) to the Employer in writing and provide the Employer with an up-to-date resume.

27.7.4 The Employer will advise the employee of its decision on whether the employee is eligible to bump into the position(s) of interest within five (5) days of receiving the employee's statement of interest under Article 27.7.3.

27.7.5 The employee will have five (5) days to accept or decline the eligible bump(s) identified by the Employer under Article 27.7.4.

27.7.6 An employee who accepts a bump to a lower salary classification level shall have the right to be reinstated to their previous salary classification level if a position becomes available within twenty-four (24) months from the date of acceptance of the lower-level position and provided they have the required relevant education and experience, skill and ability, and knowledge to perform the available work.

27.7.7 If a bump occurs, the employee who is bumped shall be considered the employee identified for layoff and will then be subject to the same layoff process as described in this Article.

27.7.8 An employee who bumps to a position in a lower salary classification level in accordance with this Article shall retain their current level of pay for the notice period.

27.7.9 An employee who does not exercise bumping rights or take a pay-in-lieu option shall be laid off at the end of the notice period and receive severance pay in accordance with Article 27.8 below. Unless otherwise provided for in this Agreement, severance is payable to the employee not later than three (3) pay periods following the date of layoff.

27.8 Severance

27.8.1 The severance entitlement of employees pursuant to this Agreement shall be one (1) weeks' salary for each year of completed service with the Employer for which they have not previously received severance pay up to a maximum of twenty-six (26) weeks, payable as salary continuance or in a lump sum at the election of the employee. Partial years of service shall be pro-rated. For clarity, an individual cannot receive severance payments more than once for the same period of service. Severance payable under this provision shall be deemed inclusive of, not in addition to, severance entitlements which may exist under the *Employment Standards Act, 2000*.

27.8.2 In the event that an employee elects to receive their severance as a lump sum and is recalled by the Employer during the period that the severance would have covered had it been paid as a salary continuance, the employee shall be required to repay an amount equal to: the total amount of severance paid, less the amount of severance equal to the number of weeks between the employee's last day of work before layoff and their first day of work upon recall. In the event that an employee elects to receive their severance as a salary continuance and is recalled to work during the period for which severance is paid, the employee shall forgo the balance of their severance as of the date that the employee commences work.

27.8.3 Unless otherwise provided for in this Agreement, if the employee elects to receive severance as a lump sum payment, the Employer will make all reasonable efforts to pay such severance payments as soon as reasonably possible following the date of layoff, and in any event no later than three (3) pay periods following the layoff.

27.9 Recall Rights

27.9.1 Employees who are laid off shall retain recall rights for twelve (12) months. Laid off employees with recall rights shall be given recall notices in the order of seniority to the same permanent position that the laid off employee held prior to the notices of layoff being issued under Article 27.5.1, or to any other different vacant permanent position within the same or next lower salary classification level provided they have the required relevant education and experience, skill and ability, and knowledge to be eligible for the different position.

27.9.2 Employees retain the right to refuse recall to a position that is in a lower salary classification level than the position that they were laid off from and will remain available for recall to a position in the same salary classification level from which they were laid off.

27.9.3 An employee shall advise the Employer of their acceptance or rejection of recall within five (5) days of receiving the recall notice. Recall rights continue until the employee twice refuses recall to a position in a lower salary classification level, refuses recall to a position in the same salary classification level from which they were laid off, or until twelve (12) months after layoff, whichever occurs first.

27.10 Access to Internal Postings

27.10.1 Laid off employees available for recall shall also be eligible to apply as internal applicants for all positions under Article 18 (Recruitment) and shall be notified of any internal-only postings via email. An employee who wishes to receive such notification shall provide the Employer with their current email address.

27.11 Employee Home Address

27.11.1 The employee must advise the Employer in writing of any changes to their home mailing address. If the employee fails to keep their mailing address updated, the employee's current address shall be deemed the most current home address in the employee's personnel file.

ARTICLE 28 – ACCESS TO JOB COMPETITIONS

28.1 The Employer will provide employees at the IPC with access to restricted job competitions in the Ontario Public Service for as long as the Ontario Public Service continues to provide such access to the Employer.

ARTICLE 29 – HOLIDAYS

29.1 Employees are entitled to the following paid holidays each year:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day

Good Friday	Civic Holiday	Christmas Day
Easter Monday	Labour Day	Boxing Day
National Day for Truth and Reconciliation		

An employee shall also be entitled to any special holiday as proclaimed by the Governor General or the Lieutenant Governor.

Where a holiday specified in this Article 29.1 falls on a Saturday or Sunday, or when any two of them fall on a successive Saturday and Sunday, the holiday(s) shall be scheduled on the next following regular working day(s) that is not itself a listed holiday.

29.2 Where one of the holidays listed in Article 29.1 falls on a day when an employee is not at work due to illness, vacation or other authorized leave, the day shall not be deducted from the employee's sick leave or vacation credits.

29.3 An employee required to work on any day specified in Article 29.1 is entitled, in addition to the pay to which they would otherwise be entitled under Article 29.1, to pay at one and one half times their regular rate.

29.4 The employee may elect, instead of receiving the pay referred to in Article 29.3, to take compensating time off in lieu.

29.5 The compensating time off in lieu referred to in Article 29.4 shall be taken by the employee at a time mutually agreed upon between the employee and their manager and shall be taken in the same calendar year in which it was earned. Both the employee and the manager shall act reasonably in determining when the time off in lieu shall be taken by the employee.

29.6 If the compensating time off in lieu referred to in Article 29.4 has not been taken by the employee by the end of the calendar year in which it was earned, the earned compensating time off in lieu shall be paid out by the Employer as a lump sum, at the rate it was earned, by the end of the fiscal year.

ARTICLE 30 - VACATION

30.1 An employee shall earn vacation credits at the following rates:

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

(b) After eight (8) years of continuous service: twenty-six (26) days per full calendar year (two and one sixth (2 1/6) days per month);

(c) After fifteen (15) years of continuous service: thirty-one (31) days per full calendar year (two and three fifths (2 3/5) days per month);

(d) After twenty-six (26) years of continuous service: thirty-six (36) days per full calendar year (three (3) days per month);

(e) Where an employee has completed twenty-five (25) years of continuous service there shall be added to the employee's accumulated vacation, on that occasion only, five (5) days' vacation.

30.2 An employee is entitled to vacation credits under Article 30.1 in respect of a month or part thereof in which the employee is at work or on leave of absence with pay.

30.3 An employee is not entitled to vacation credits under Article 30.1 in respect of a whole month in which the employee:

(a) is on leave of absence without pay; or

(b) receives benefits under the Long Term Income Protection Plan, unless the employee is in rehabilitative employment with the Employer, in which case the employee in rehabilitative employment with the Employer shall be entitled to vacation credits on a pro-rated basis, calculated with reference to the number of hours worked per week by the employee on rehabilitative employment compared to the regular hours of a full-time employee in accordance with Article 38.1.

30.4 Where any employee is absent by reason of an injury or occupational disease for which an award is made under the *Workplace Safety and Insurance Act, 1997*, they shall continue to accrue vacation credits for the full period of such leave.

30.5 An employee shall be credited with their vacation credits for each year on the 1st day of January in the year, including any increase in entitlements due to occur during the year. For greater clarity, any increase in entitlements due to occur during the year shall be prorated to reflect the date during the year on which the employee becomes entitled to such increase.

30.6 An employee may accumulate vacation credits to a maximum of twice their annual vacation credits, but shall be required to reduce this accumulation to a maximum of one (1) year's entitlement by December 31 of each year.

30.7 Where an employee cannot reduce their accumulated vacation credits under Article 30.6 as a result of:

(a) the employee being on leave due to an injury for which an award is granted under the *Workplace Safety and Insurance Act, 1997*;

(b) the employee being on leave and receiving payments under the Long Term Income Protection plan;

(c) the employee being on a leave under the Short Term Sickness Plan; or

(d) an extraordinary requirement of the Employer,

In the case of (b), the employee shall elect whether to be paid, in an amount computed at the rate of the employee's last regular salary, the amount of accumulated vacation credit in excess of the amount the employee is entitled to under Article 30.6, or to be permitted to accumulate vacation credits in excess of the amount provided for in Article 30.6.

In the case of (a), (c), or (d), the employee shall be permitted to accumulate vacation credits in excess of the amount provided for in Article 30.6.

30.8 An employee commencing employment during the year shall be credited at that time with vacation credits calculated in accordance with Article 30.1 for the balance of the calendar year.

30.9 An employee, with the approval of their manager or designee, may take vacation to the extent of their vacation entitlement, and their accumulated vacation credits shall be reduced by the vacation taken. Such approval will be subject to operational requirements, but such approval will not be unreasonably withheld.

30.10 An employee who completes twenty-five (25) years of continuous service on or before the last day of the month in which the employee attains sixty-four (64) years of age is entitled, after the end of that month, to five (5) days of pre-retirement leave with pay.

30.11 An employee who has completed six (6) or more months of continuous service is entitled, upon request by the employee, to be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date on which they qualify for payments under the Long Term Income Protection plan.

30.12 Where an employee ceases to be an employee, there shall be deducted from the employee's accumulated vacation credits an amount in respect of the whole months remaining in the year after the person ceases to be an employee computed at the rate set out in Article 30.1.

30.13 Vacation taken in excess of the vacation credits to which an employee is entitled on the date the employee ceases to be an employee shall be deducted from the amount paid to the employee under Article 27 (Job Security and Layoff) and Article 39 (Termination Pay) and from any salary to which the employee may be entitled.

30.14 Information regarding the number of vacation credits to which the employee is entitled shall be made available to each employee electronically.

ARTICLE 31 - BENEFITS PLAN

31.1 "Benefits Plan" means the benefits provided under the Canada Life Group Policy Nos. 157856, 157857, 159191, and 162915 and that are outlined in the Legislative Assembly of Ontario's Health Benefit Guide, in effect at the date of ratification of this Agreement.

The Employer agrees to continue the benefits set out in the Benefits Plan for the term of this Agreement.

The Employer and employee will continue to pay their share of the premiums specified in the Benefits Plan in effect at the date of ratification of this Agreement.

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

ARTICLE 32 – SHORT TERM SICKNESS PLAN

32.1 An employee who is unable to attend to their duties due to sickness or injury is entitled, in each calendar year, to a leave of absence:

(a) with regular salary for the first six (6) days; and

(b) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) days.

32.2 An employee is not entitled to a leave of absence with pay under this Article until after completion of twenty (20) consecutive days of employment (as defined in Article 32.15). For the purposes of this Article, where an employee, due to an accommodation measure or a return-to-work plan, works on a temporarily modified schedule, twenty (20) consecutive days shall mean twenty (20) consecutive scheduled days of work for that employee.

32.3 If an employee is on sick leave over the change in the calendar year, they continue to use the previous year's Short Term Sickness Plan credits until they return to work for twenty (20) consecutive days.

32.4 An employee who was on a leave of absence with pay under this Article for the number of days in a year permitted under Article 32.1, is not entitled to leave of absence with pay under this Article in the following year until the employee has again completed the service requirement described in Article 32.2.

32.5 The pay of an employee under this Article is subject to:

(a) all deductions for Benefits Plan coverage referred to in Articles 23 (Leaves of Absence) and 31 (Benefits Plan) of this Agreement and that would otherwise be made from the pay, and

(b) all contributions that would otherwise be made by the Employer in respect of the pay,

and such deductions and contributions shall be made as though the employee were receiving the employee's regular salary.

32.6 Information regarding the use of Short Term Sickness Plan days shall be available in the same manner as vacation credits in Article 30.14.

Use of Banked Credits

32.7 Banked credits means vacation and personal leave credits.

32.8 An employee who is absent from employment due to sickness or injury and receiving pay under Article 32.1 (b) is entitled, at the employee's option, to have sufficient credits deducted from the employee's banked credits for each day to which Article 32.1(b) applies, and to receive regular salary for each such day.

32.9 An employee who is absent from employment due to sickness or injury beyond the total number of days' leave with pay provided for in Article 32.1 may elect to have their banked 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. Upon hire, the Employer shall provide employees with information on how they may make or change this election. The Employer shall also notify employees if the process/form to amend their election changes.

32.10 Article 32.9 does not apply to an employee who qualifies for and elects to receive benefits under the Long-Term Income Protection Plan instead of using their banked credits.

32.11 After seven (7) consecutive days' absence caused by sickness or injury, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Employer certifying that the employee is unable to attend to their duties.

32.12 Despite Article 32.11, where the Employer has reason to suspect that there may be an abuse of sick leave, the Employer may require an employee to submit a medical certificate for any period of absence.

32.13 Where an independent medical examination is necessary, the employee and Employer shall attempt to come to agreement on a qualified medical practitioner to perform the examination. When agreement is not reached, the employee may choose a qualified medical practitioner from the referral services listed in Schedule A. If the employee fails to make such a choice within one (1) week of receiving referrals, the Employer may choose a qualified medical practitioner from the same referrals. The independent medical examination will be at the expense of the Employer.

32.14 Where a physician bills outside OHIP for medical certificates, and upon submission of a receipt, the Employer will provide reimbursement for any medical certificates required.

32.15 For the purposes of this Article, the service requirement in Article 32.2 shall not include vacation leave of absence or any leaves without pay, but days worked before and after such leaves shall be considered consecutive. However, days worked before and after any leave of absence with or without pay due to an employee's illness or injury are not considered to be consecutive. Leaves with pay (other than for vacation, education, illness, or injury) and statutory holidays are included in the determination of such service.

ARTICLE 33 - WORKERS' COMPENSATION

33.1 Where an employee is absent by reason of an injury or occupational disease for which a claim is made under the *Workplace Safety and Insurance Act, 1997,* the employee's salary shall continue to be paid for a period not exceeding thirty (30) days or until the employee's claim is approved, whichever is earlier. If a loss of earnings award is not made, any salary paid in excess of that to which the employee is entitled under Article 32 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.

33.2 Where a loss of earnings award is made under the *Workplace Safety and Insurance Act, 1997* to an employee that is less than the regular salary of the employee, and the employee has banked credits, their regular salary shall be paid if the employee so chooses, and the difference between the regular salary paid and the compensation awarded shall be converted to its equivalent time and deducted from their banked credits as defined in Article 32.7.

33.3 Where an employee receives a loss of earnings award under the *Workplace Safety and Insurance Act, 1997,* the Employer will continue paying its share of the benefit premiums pursuant to Article 31 (Benefits Plan). The Employer will also continue to make pension payments for the period during which the employee is receiving the loss of earnings award, if the employee continues to pay their share. Pension contributions shall be made at the pre-disability rate.

33.4 For vacation purposes, the period of Workers' Compensation absence is included in determining an employee's years of continuous service.

ARTICLE 34 – EXPENSE REIMBURSEMENTS/ALLOWANCES

34.1 Reimbursement rates for meals shall be:

Breakfast	$20
Lunch	$20
Dinner	$40

34.2 To the extent that the rates in Article 34.1 are exceeded by the Ontario Public Service those improved rates will apply.

34.3 If an employee uses their own vehicle for business of the Employer, approved by the Employer in advance, the employee shall be reimbursed at rates for expenses incurred that shall not be less than forty-one cents per kilometre (41¢/km).

34.4 To the extent that the rates in Article 34.3 are exceeded by the Ontario Public Service those improved rates will apply.

34.5 The Employer agrees that the use of privately-owned vehicles on the Employer's business is not a condition of employment.

ARTICLE 35 – SALARY

35.1 Effective April 1, 2025, all salary rates in effect on March 31, 2025 will be revised to provide for an increase of 2.75% across the board.

35.2 Effective April 1, 2026, all salary rates in effect on March 31, 2026 will be revised to provide for an increase of 2.25% across the board.

35.3 Effective April 1, 2027, all salary rates in effect on March 31, 2027 will be revised to provide for an increase of 2% across the board.

35.4 For clarity, Schedule B of this Agreement sets out the increases referred to above.

ARTICLE 36 – MERIT PAY

36.1 For employees who have been employed in their position for twelve consecutive weeks and are not at the maximum of their salary range:

(a) Effective April 1 each year, a merit increase shall be applied to each employee's salary, based on performance in the previous fiscal year, in the amount of three and a half percent (3.5%) where the employee meets most expectations of their role; five percent (5%) where the employee meets all of the expectations of their role; and six percent (6%) where the employee exceeds the expectations of their role. An employee who does not meet most expectations shall not receive a merit increase.

(b) Where an employee's performance rating results in a merit increase that will cause the employee's salary to exceed the maximum salary for their classification, the amount of the merit increase in excess of the maximum salary will be paid out as a one-time lump sum bonus. Such lump sum bonus will not increase the employee's base salary for any purpose.

36.2 Any employee whose performance is considered unsatisfactory will be advised, in advance of their merit eligibility date, that their performance is unsatisfactory and how to improve their performance.

36.3 Across the board ("ATB") increases under Article 35 (Salary) shall mean an increase to individual wages and to all salary classification levels and to all salary minimums and maximums as listed in Schedule B of this Agreement.

The ATB increase will be applied first to the employee's base salary, then the merit increase will be applied to the adjusted base salary. For example, the increase for an employee receiving a 2.25% wage increase effective April 1, 2026, and a 5% merit increase for the fiscal year ending March 31, 2026 will be calculated as follows: (Base Salary x 1.0225) x 1.05.

ARTICLE 37 - [INTENTIONALLY LEFT BLANK]

ARTICLE 38 - HOURS OF WORK AND OVERTIME

38.1 The hours of work for employees are seven and a quarter (7.25) hours per day.

38.2 Where the Employer authorizes an employee to work in excess of 7.25 hours on a regularly scheduled work day, the employee shall be entitled to receive:

(a) for all overtime between thirty-six and one quarter (36.25) and forty-four (44) hours per week, overtime pay at their regular rate; and

(b) for all overtime above forty-four (44) hours per week, overtime pay at one and one half (1.5) times their regular rate.

38.3 Where the Employer authorizes an employee to work on their day off, the employee shall receive overtime pay at a rate of one and one-half (1.5) hours for each hour worked.

38.4 Where an employee works overtime hours in accordance with Article 38.2 or Article 38.3, the employee may elect, instead of receiving overtime pay, to take compensating time off in lieu.

38.5 The compensating time off in lieu referred to in Article 38.4 shall be taken by the employee at a time mutually agreed upon between the employee and their manager and shall be taken in the same calendar year in which it was earned. Both the employee and the manager shall act reasonably in determining when the time off in lieu shall be taken by the employee.

38.6 If the compensating time off in lieu referred to in Article 38.4 has not been taken by the employee by the end of the calendar year in which it was earned, the earned overtime shall be paid out by the Employer as a lump sum, at the rate it was earned, by the end of the fiscal year.

38.7 Overtime shall accrue and shall be recorded in fifteen (15) minute increments. For the purposes of calculating an employee's entitlement, a period worked in excess of fifteen (15) minutes will be rounded to the next half (1/2) hour.

38.8 Overtime pay is calculated at the rates in place when the overtime was earned, and shall be paid within one (1) month of the pay period during which the overtime hours were worked.

38.9 If any compensating time off in lieu referred to in Article 38.4 has not been taken by an employee when the employee assumes a permanent position outside the bargaining unit or ceases to be employed by the Employer, the earned overtime shall be paid out by the Employer as a lump sum at the rate it was earned.

38.10 If an employee elects to take compensating time off in lieu referred to in Article 38.4, the quantum of the compensating time off in lieu will be tracked by the Employer and made available to the employee upon request.

ARTICLE 39 – TERMINATION PAY

39.1 The Employer shall make any payment to which an employee is entitled, pursuant to the IPC Severance Payment at Resignation or Retirement Policy, which is appended hereto as Schedule C. For greater clarity, no employee hired after April 1, 2017 shall have any entitlement under the IPC Severance Payment at Resignation or Retirement Policy.

39.2 Upon the death of an employee who has more than six (6) months of continuous service, a death payment of one twelfth (1/12) of the employee's annual salary at the date of death, including any retroactive salary revisions, shall be payable to the employee's estate, provided the employee was employed by the Employer at the time of death or was on a leave approved by the Employer.

39.3 Any termination pay to which an employee is entitled shall be reduced by an amount equal to any death payment entitlement.

ARTICLE 40 – NO STRIKE OR LOCKOUT

40.1 While this Agreement is in operation, no employee bound by the Agreement shall strike, and the Employer shall not lockout the employees.

ARTICLE 41 - TERM AND RENEWAL

41.1 Unless otherwise specified, this Agreement shall be effective from April 1, 2025 until March 31, 2028.

41.2 Either party to this Agreement may, within the period of ninety (90) calendar days before the Agreement ceases to operate, give notice in writing of its desire to bargain with a view to the renewal with or without modification of the Agreement then in operation or to the making of a new agreement.

41.3 In the event neither party gives notice to bargain in accordance with Article 41.2, this Agreement shall be automatically renewed for a period of one (1) year.

PART-TIME EMPLOYEES

PT.1 A "permanent part-time employee" shall mean an employee hired for an indefinite period and who regularly works less than 36.25 hours per week. All provisions of this Agreement will apply to permanent part-time employees. Monetary provisions (e.g., salary, insured benefits, vacation time, top-ups for leaves of absence, etc.) will be applied to permanent part-time employees on a pro-rated basis, calculated with reference to the number of hours worked per week by the permanent part-time employee compared to the regular hours of work of a full-time employee.

FIXED-TERM EMPLOYEES

FXT 1.1 A "fixed term employee" means an employee who has been hired by the Employer for a fixed term. The terms and conditions set out in Articles FXT 1.1 - 12.1 will be applied to fixed-term employees.

FXT 1.2 Notwithstanding Article FXT 1.1, salary, vacation entitlements, paid days of sick leave, and paid days of personal leave will be applied to part-time fixed-term employees on a pro-rated basis, calculated with reference to the number of hours worked per week by the part-time fixed-term employee compared to the regular hours of work of a full-time fixed-term employee.

Wages

FXT 2.1 A fixed-term employee shall be paid at a rate within the range of the position for which they have been hired. If there is no equivalent classification, the rate shall be set by the Employer and AMAPCEO shall have the right to negotiate the rate in accordance with Article 19.6.1 to 19.6.4.

Pay In Lieu of Benefits

FXT 3.1 Commencing one month after the start of their employment, a fixed-term employee shall receive six percent (6%) of their regular weekly salary in lieu of all benefits.

Vacation

FXT 4.1 Where the duration of a fixed-term employee's position is less than six (6) months, vacation pay of four percent (4%) shall be added to their salary in lieu of earning vacation time.

FXT 4.2 Where the duration of a fixed-term employee's position is six (6) months or more, the employee shall earn vacation credits at a rate of one and one quarter (1 1/4) days per month.

FXT 4.3 A fixed-term employee shall be paid for any accrued but unused vacation credits at the date they cease to be an employee.

FXT 4.4 Where a fixed-term employee is appointed to a permanent position, the employee shall be paid for any accrued but unused vacation credits and such credits do not carry over into permanent employment.

Sick Leave

FXT 5.1 A fixed-term employee shall earn one and one-quarter (1 1/4) paid sick days per month.

FXT 5.2 A fixed-term employee is permitted to carry over up to one (1) year's entitlement of paid sick days from one calendar year to the next.

FXT 5.3 Paid sick days do not carry over into permanent employment.

FXT 5.4 Paid sick days have no cash value upon cessation of employment.

Personal Days

FXT 6.1 A fixed-term employee shall be entitled to three (3) paid days of personal leave in each calendar year.

FXT 6.2 Paid days of personal leave do not carry over from one calendar year to the next.

FXT 6.3 Paid days of personal leave do not carry over into permanent employment.

FXT 6.4 Paid days of personal leave have no cash value upon cessation of employment.

Pregnancy and Parental Leave

FXT 7.1 A fixed-term employee is entitled to pregnancy and parental leave as per the *Employment Standards Act, 2000*.

Pension Opt-In

FXT 8.1 A fixed-term employee may elect to opt-in to the pension plan.

Conversion to Permanent Employment

FXT 9.1 A fixed-term employee shall be offered permanent appointment to their position where the following conditions are met:

(a) the employee successfully competed for the fixed-term position;

(b) the employee has been in the position for eighteen (18) months;

(c) there is a continuing need for the work to be performed on a full-time basis for greater than an additional twelve (12) months; and

(d) the position has no home incumbent.

FXT 9.2 Where a fixed-term employee is appointed to a permanent position, the employee's seniority shall be calculated from the date of unbroken continuous employment with the Employer, subject to Article 16.

Extension of Fixed-Term Employment

FXT 10.1 Where the Employer extends a fixed-term contract, the Employer will provide as much advance notice of the extension as possible to the employee and AMAPCEO.

Termination of Employment

FXT 11.1 The Employer may terminate a fixed-term employee prior to the expiry of the fixed term upon providing the employee with such notice and severance pay as is required by the *Employment Standards Act, 2000.*

FXT 11.2 A fixed-term employee shall be entitled to apply to internal competitions under Article 18 for twelve (12) months after the termination of their contract, and shall be notified of any such postings via email. An employee who wishes to receive such notification shall provide the Employer with their current email address.

Articles Inapplicable to Fixed Term Employees

FXT 12.1 The following Articles are inapplicable to fixed-term employees:

Article 8	Leave of Absence for AMAPCEO Activities
Article 9	Rights of AMAPCEO Workplace Representatives
Article 11	Home Position
Article 16	Seniority/Continuous Service
Article 17	Probationary Period
Article 19.5.1	Pay Administration

Article 19.5.2	Pay Administration
Article 20	Discipline and Discharge
Article 23.1 to 23.10	Leaves of Absence
Article 23.16 to 23.18	Leaves of Absence
Article 24	Pregnancy Leave, Parental Leave, and Employment Insurance Top-Up
Article 26	Technological Change
Article 27	Job Security and Layoff
Article 30	Vacation
Article 31	Benefits Plan
Article 32	Short Term Sickness Plan
Article 33	Workers' Compensation
Article 35	Salary
Article 39	Termination Pay

SCHEDULE A
LIST OF OCCUPATIONAL HEALTH AND DISABILITY MANAGEMENT COMPANIES

1. Encompass Medical https://encompassmedicals.ca/
2. CompreMed – www.compremed.com
3. Dynamic Functional Solutions – www.dfsiime.com
4. CVE Inc. – www.cve.ca

This list is subject to the Employer concluding contracts of service with the occupational health or disability management companies set out above. The Employer will make all reasonable efforts to conclude such contracts of service.

SCHEDULE B
SALARY SCHEDULE

	Effective April 1, 2024		Effective April 1, 2025		Effective April 1, 2026		Effective April 1, 2027	
Grade Code	Min	Max	Min	Max	Min	Max	Min	Max
ARBITRAT8	$ 100,293	$ 157,109	$ 103,051	$ 161,429	$ 105,370	$ 165,061	$ 107,477	$ 168,362
I05	$ 58,996	$ 80,232	$ 60,619	$ 82,438	$ 61,982	$ 84,293	$ 63,222	$ 85,979
I07	$ 71,563	$ 100,052	$ 73,531	$ 102,803	$ 75,186	$ 105,116	$ 76,689	$ 107,218
I08	$ 76,231	$ 109,843	$ 78,327	$ 112,863	$ 80,090	$ 115,403	$ 81,691	$ 117,711
I09	$ 82,217	$ 121,155	$ 84,478	$ 124,486	$ 86,379	$ 127,287	$ 88,106	$ 129,833
I10	$ 88,496	$ 128,626	$ 90,929	$ 132,163	$ 92,975	$ 135,136	$ 94,835	$ 137,839
I11	$ 100,293	$ 141,362	$ 103,051	$ 145,249	$ 105,370	$ 148,517	$ 107,477	$ 151,488
UEA066	$ 73,500	$ 92,557	$ 75,522	$ 95,102	$ 77,221	$ 97,242	$ 78,765	$ 99,187
UEA070	$ 84,989	$ 109,791	$ 87,327	$ 112,810	$ 89,292	$ 115,348	$ 91,077	$ 117,655
UEA072	$ 96,672	$ 120,768	$ 99,330	$ 124,089	$ 101,565	$ 126,881	$ 103,596	$ 129,418
UEA074	$ 105,208	$ 138,377	$ 108,101	$ 142,183	$ 110,533	$ 145,382	$ 112,744	$ 148,290
UEO008	$ 50,926	$ 59,212	$ 52,326	$ 60,841	$ 53,503	$ 62,210	$ 54,573	$ 63,454
UEO008	$ 50,926	$ 59,212	$ 52,326	$ 60,841	$ 53,503	$ 62,210	$ 54,573	$ 63,454
UEO010	$ 55,848	$ 65,734	$ 57,384	$ 67,541	$ 58,675	$ 69,061	$ 59,848	$ 70,442
UEO011	$ 60,728	$ 72,504	$ 62,398	$ 74,498	$ 63,802	$ 76,175	$ 65,079	$ 77,698

SCHEDULE C
IPC SEVERANCE PAYMENT AT RESIGNATION OR RETIREMENT POLICY

Severance Payment at Resignation or Retirement

Basic Termination Entitlement

- After five years of service, an employee is entitled to one week of salary for each year of continuous services to a maximum of ½ your annual salary payable on the resignation or retirement of the employee with the following exceptions.
- Termination pay is based on your salary in effect on April 1, 2017.
- Continuous service includes any time that has been transferred from the OPS, but not periods of leave of absence without pay greater then 30 days.

Everyone but Excluded Crown Counsel & Management Crown Counsel

Resignation:

- Employee hired before December 31, 2011: Entitlement to services accrued up to December 31, 2011.
- Employee hired on or after January 1, 2012: No entitlement.

Retirement;

- Entitlement limited to service accrued up to April 1, 2017.
- Employees hired on or after April 1, 2017: No entitlemen

Excluded Crown Counsel & Management Crown Counsel

Resignation or Retirement:

- Employees hired before April 5, 2006: entitlement limited to services up to December 31, 2004.
- Employees hired on or after April 5, 2006: no entitlement.

Options for receiving termination pay:

- **Lump Sum Payment**:
  - Elect to receive a lump sum payment, less lump sum income tax. Some of this payment may be eligible to transfer to an RRSP.

- **Paid Leave of absence**:
  - Elect to receive the termination entitlement during a paid leave of absence, and remain on payroll for up to the same number of weeks used in the calculation of entitlement. Pay during this leave will revert to the April 1, 2017 salary used to calculate the entitlement.

- Elect to receive the termination entitlement during a paid leave of absence, and remain on payroll for a period equal to the value of the termination payment at your current salary.

Example

• An employee retires June 29, 2018, with 20 years of continuous service accrued to April 1, 2017. • Their current salary is $84,000 annually • Their salary as of April 1, 2017 was $80,000 (or $1,538.46 weekly). • Termination pay is $30,769.20 ($1538.46 x 20 weeks)
Option 1 - you are paid in a single lump sum of $30,769.20 transferring some to an RRSP
Option 2a. - you bridge to retirement for 20 weeks at the 2017 salary rate $1,538.46 weekly (affecting your best 5 years of salary for pension calculations and other salary-based benefits)
Option 2b. - you bridge to retirement for 19 weeks at your current salary of $1,615.38 weekly (eliminating the effect on the best 5 years salary for the pension calculation and other salary-based benefits)

Updated: May 24, 2018

LETTER OF UNDERSTANDING REGARDING ARTIFICIAL INTELLIGENCE

In order to proactively address and respond to the potential integration of artificial intelligence (AI) technologies into the workplace, the parties have agreed to add AI to the agenda of meetings of the ERC to facilitate dialogue with respect to the potential impact, if any, of AI on AMAPCEO employees.

Dated at Toronto, this [DATE]

Dave Bulmer
For AMAPCEO

Marc Foulon
For the Employer