

MEMORANDUM OF SETTLEMENT

For the renewal of the Collective Agreement

Between:

Financial Services Regulatory Authority of Ontario

(the “Employer” or “FSRA”)

- and -

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

(the “Union” or “AMAPCEO”)

1. The parties agree, subject to ratification by both parties, to the terms and conditions of the Collective Agreement as amended by the following agreed to items. Ratification by both parties shall be deemed to have occurred on the latest date on which ratification occurs by the employees in the bargaining unit and by the FSRA Board of Directors. The parties will make best efforts for the ratification process to be completed on or before December 31, 2024. In the event one party has not completed ratification by December 31, 2024 they shall notify the other party. The parties will advise of the results of ratification within 5 business days.
2. The terms of the current Collective Agreement shall remain in effect pending the ratification process.
3. The term of the renewed Collective Agreement shall be from April 1, 2022 to March 31, 2025.
4. Except as provided otherwise in the terms of the agreed to items, any changes to benefits shall be effective on the first day of a month as soon as reasonably practicable following ratification.
5. Except as provided otherwise in the terms of the agreed to items, all other changes to the most recently expired Collective Agreement shall be effective on the date of ratification by both parties.
6. All salary increases, including increases to merit pay, shall be retroactive to April 1, 2022. The employer shall provide a statement to both former and current employees outlining the amount of any retroactive payment. The Employer will provide employees with an FAQ document explaining the general methodology for calculating the retroactive payment and contact information for a point of

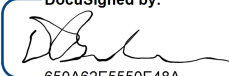
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contact if employees have questions or concerns about their specific payment. For clarity, the across the board (“ATB”) salary increases will be applied prior to any adjustment to merit increases awarded subsequent to the effective date of the ATB.

7. Retroactive wages are to be paid within 120 days to all employees employed as of the date of ratification.
8. In the case of former employees, the Employer will notify former employees within 45 days by mail at their last known address, and to any personal email address that FSRA has on file, of the entitlement to receive payment. A second notice will be sent, on or around 120 days after ratification, by email only, to any former employee who has not requested payment. Former employees must request payment within one year of ratification and if no such request is made, no payment need be made. The Employer will provide AMAPCEO a list of the former employees and a copy of the general notification sent to former employees.
9. The final form of a renewed Collective Agreement is subject to necessary housekeeping and administrative detail for numerical consistency, dates, cross-referencing of Article numbers and the like.
10. The undersigned unanimously agree to recommend the revised terms of the Collective Agreement as attached to their respective principals and, in the case of the signatories for the Association, to the AMAPCEO Board of Directors, and if approved by the Board, to the bargaining unit employees.
11. All other proposals not included in the final form of the Memorandum of Settlement are withdrawn by the parties on a without prejudice basis. The parties agree that they will not rely on the tabling and subsequent withdrawal of any proposal as evidence in support of an estoppel argument over the meaning of a provision in the Collective Agreement.

Dated at Toronto, this 29th day of November, 2024.

For the Association:

DocuSigned by:

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Dave Bulmer

For the Employer:

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Jane Albright


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Signed by:

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Sangeeta Boondoo

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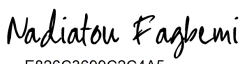
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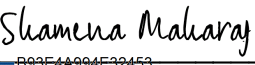
Signed by:

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David Bartucci

Signed by:

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Brigitte Elie

Signed by:

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Nadiatou Fagbemi

Signed by:

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Shamena Maharaj

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BETWEEN

**FINANCIAL SERVICES REGULATORY AUTHORITY OF
ONTARIO (FSRA)**

(The Employer)

and

**ASSOCIATION OF MANAGEMENT, ADMINISTRATIVE AND
PROFESSIONAL CROWN EMPLOYEES OF ONTARIO
(AMAPCEO)**

(The Union)

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ARTICLE 1 – RECOGNITION

1.1 The Employer recognizes AMAPCEO as the sole and exclusive bargaining agent for a bargaining unit comprised of all employees of the Financial Services Regulatory Authority in the Province of Ontario in the positions set out in Appendix A (AMAPCEO), save and except for those positions excluded by agreement of the parties on April 30, 2019, those excluded pursuant to section 1(3)(b) of the Labour Relations Act or those employees represented by OPSEU.

For clarity, those excluded pursuant to the parties agreement of April 30, 2019, includes those positions listed in Appendix B (Existing Excluded Managers), legal counsel, articling students, employees performing existing human resources roles and no more than one (1) executive assistant to those in Chief positions or those senior management positions above the rank of Chief.

The above is to be read in conjunction with and subject to the tripartite agreement dated April 30, 2019, attached as Appendix C.

~~1.1 The Government recognizes the Association of Management, Administrative and Professional Crown Employees of Ontario as the exclusive bargaining agent for a bargaining unit composed of all Crown employees as defined in Section 1 of CECBA, 1993 who are Public Servants in the positions and classifications set out in Schedule 2 to this collective agreement. For clarity, Schedule 2 includes all classifications and positions previously encompassed by Schedule 1 that have been assigned to a classification level as of the signing of this collective agreement, as well as any positions or classifications included in Schedule 1 that have not, as of the signing of this collective agreement, been assigned to a level in the new job evaluation/classification system, students and interns working in those classifications and positions, and all employees in any newly established classification or position that is subsequently agreed, or determined by the OLRB, to be materially similar to a classification or position in the unit, (save and except persons who exercise managerial functions or who are employed in a confidential capacity relating to labour relations, or lawyers and engineers who are employed in their professional capacity, or persons employed in the Correctional Bargaining Unit or persons employed at the Ontario Police College, the Ontario Provincial Police Academy, or under the supervision of the Commissioner of the OPP or the Chief Firearms Officer for Ontario.) The parties agree that the positions performing functions carried out by the Centre for Public Sector Labour~~

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~~Relations and Compensation; Centre for Leadership and Learning (excluding Green Office positions); HR Service Delivery Division; and Strategic Business Units within any ministry (including any form of successor organization(s) that perform these functions) are excluded under Section 1.1 (3) 9 of CECBA, 1993.~~

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

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

[Housekeeping Note: The following Appendices will be attached to the Collective Agreement as Appendix A and B. Tripartite Agreement of April 30, 2019 will be attached to the Collective Agreement as Appendix C.]

Appendix A – Positions the AMAPCEO Bargaining Unit per the Tripartite Agreement of April 30, 2019

AMAPCEO APPENDIX A	Job Code
Exec Asst and Business Coord	2A004
Information Analyst	2A004
Proj & Translation Coord-Des	2A004
Project Assistant	2A004
Project Coordinator	2A004
Business Automation Specialist	3A004
Business Support Analyst	3A004
Coord. Facilities & Gen Services	3A004
Inquiry & Correspondence Off. Des	3A004
Inquiry and Correspondence Off	3A004

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<u>Licensing & Reg. Specialist</u>	<u>3A004</u>
<u>Procurement Coordinator</u>	<u>3A004</u>
<u>Sr. Administrative Coordinator</u>	<u>3A004</u>
<u>Enforcement Process Coord</u>	<u>3A009</u>
<u>EA & Project Mgmt Coordinator</u>	<u>4A004</u>
<u>EA and Project Manager</u>	<u>4A004</u>
<u>Team Lead, Licensing Comp. Uni</u>	<u>4A004</u>
<u>Sr. Public Inquiry & Correspond</u>	<u>4A005</u>
<u>Policy Analyst</u>	<u>4A007</u>
<u>Corporate Compliance Analyst</u>	<u>4A008</u>
<u>Senior Accountant</u>	<u>5A001</u>
<u>Senior Financial Analyst</u>	<u>5A001</u>
<u>Sr. Registration Specialist</u>	<u>5A001</u>
<u>Actuarial Project Lead</u>	<u>5A001N</u>
<u>Senior Actuarial Analyst</u>	<u>5A001N</u>
<u>Sr. Pension Investment Analyst</u>	<u>5A001N</u>
<u>Sr. Statistical Review Officer</u>	<u>5A001N</u>
<u>Emergency Mgmt. Bus Cont. Lead</u>	<u>5A004</u>
<u>Exec. Assistant & Mgmt. Ad</u>	<u>5A004</u>
<u>Senior Procurement Consultant</u>	<u>5A004</u>
<u>Sr. Proc & Contr Mgmt Advisor</u>	<u>5A004</u>
<u>Sr. Procurement Consultant</u>	<u>5A004</u>
<u>Sr. Advisor, Public Education</u>	<u>5A005</u>
<u>Research & Info. Mgmt. Coord</u>	<u>5A006</u>
<u>Business Analyst</u>	<u>5A008</u>
<u>Business Analyst, Mkt Conduct</u>	<u>5A008</u>
<u>Business Analyst, Pension</u>	<u>5A008</u>
<u>Business Planning Consultant</u>	<u>5A008</u>
<u>Project Lead</u>	<u>5A008</u>
<u>Project Lead, Business Imprvmts</u>	<u>5A008</u>
<u>Project Manager</u>	<u>5A008</u>
<u>Chief Accountant</u>	<u>6A001</u>
<u>Actuarial Associate</u>	<u>6A001N</u>
<u>Application Architect</u>	<u>6A003</u>
<u>Information Architect</u>	<u>6A003</u>
<u>Sr. Enterp Quality Assur Arch</u>	<u>6A003</u>
<u>Technology Architect</u>	<u>6A003</u>
<u>Market Intelligence Consultant</u>	<u>6A004</u>
<u>Regulatory Discipline Officer</u>	<u>6A004</u>
<u>Team Ld Corp Fin Mgmt Proc Srv</u>	<u>6A004</u>
<u>Team Lead, Market Risk Assess</u>	<u>6A004</u>
<u>Sr. Advisor, Corp Comms</u>	<u>6A005</u>

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<u>Finance & Governance Lead</u>	<u>6A007</u>
<u>Policy Manager</u>	<u>6A007</u>
<u>Senior Policy Advisor</u>	<u>6A007</u>
<u>Senior Policy Analyst</u>	<u>6A007</u>
<u>Senior Policy Consultant</u>	<u>6A007</u>
<u>Sr. Policy Analyst</u>	<u>6A007</u>
<u>GISA Business Process & Tech Operations Lead</u>	<u>6A008</u>
<u>GISA Statistical Data Lead</u>	<u>6A008</u>
<u>Product Owner</u>	<u>6A008</u>
<u>Senior Bus Planning Consultant</u>	<u>6A008</u>
<u>Senior Project Manager</u>	<u>6A008</u>
<u>Senior Technical Analyst</u>	<u>6A008</u>
<u>Team Lead, Rates & Classification</u>	<u>6A008</u>
<u>Senior Pension Fund Specialist</u>	<u>7A001</u>
<u>Tech. Consult, Pension Comp.</u>	<u>7A001</u>
<u>Actuary</u>	<u>7A001N</u>
<u>Senior Actuarial Consultant</u>	<u>7A001N</u>
<u>Senior Actuarial Associate Rev</u>	<u>7A001N</u>
<u>Sr. Actuarial Assoc. Revw Offcr</u>	<u>7A001N</u>
<u>Sr. Auto Insurance Consultant</u>	<u>7A004</u>
<u>Senior Policy & Technical Lead</u>	<u>7A007</u>
<u>Senior Policy Manager</u>	<u>7A007</u>
<u>Special Adv. & Tech Expert, A I</u>	<u>7A007</u>
<u>Strategic Lead, Anti-Fraud Int</u>	<u>7A007</u>
<u>Senior GISA Operations Lead</u>	<u>7A008</u>
<u>Sr. Pen. Investment Specialist</u>	<u>8A001</u>
<u>Senior Analyst, Compliance and Enterprise Risk Management</u>	
<u>Senior Policy Analyst</u>	
<u>Research Analyst</u>	
<u>Senior Risk Analyst</u>	
<u>Senior Regulatory Analyst</u>	
<u>Senior Regulatory Risk Analyst</u>	
<u>Senior/Risk and Business Analyst</u>	
<u>Examiner</u>	
<u>Senior Examiner</u>	
<u>Senior Research Analyst</u>	
<u>Business Analyst – Freedom of Information (Risk)</u>	<u>6A008</u>

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<u>Market Intelligence Consultant – Auto/Insurance</u>	<u>6A004</u>
<u>Senior Cyber Security Specialist</u>	<u>6A003</u>
<u>Senior Business Planning Consultant (Risk)</u>	<u>6A008</u>
<u>Senior Procurement Advisor</u>	<u>6A004</u>

Appendix B – Existing Excluded Managers per the Tripartite Agreement of April 30, 2019

<u>1.</u>	<u>Senior Manager, Licensing Compliance</u>
<u>2.</u>	<u>Executive Assistant</u>
<u>3.</u>	<u>Senior Manager, Regulatory Process Improvement</u>
<u>4.</u>	<u>Chief Actuary, Pensions</u>
<u>5.</u>	<u>Director, Rates Operation</u>
<u>6.</u>	<u>Manager, Business Operations</u>
<u>7.</u>	<u>Chief Enterprise Architect</u>
<u>8.</u>	<u>Senior Manager, Actuarial Services</u>
<u>9.</u>	<u>Sr. Manager, IT Operations</u>
<u>10.</u>	<u>Chief Actuary, Insurance</u>
<u>11.</u>	<u>Organizational Development Lead</u>
<u>12.</u>	<u>Manager, IT Infrastructure and Operations</u>
<u>13.</u>	<u>Director, Licensing Approvals</u>
<u>14.</u>	<u>Executive Assistant/Advisor</u>
<u>15.</u>	<u>Manager, General Admin Services</u>
<u>16.</u>	<u>Senior Manager, Rates</u>
<u>17.</u>	<u>Director, Communication Services</u>
<u>18.</u>	<u>Senior Manager, Pension Oversight</u>
<u>19.</u>	<u>Manager, Pension Risk Analysis and Intel</u>
<u>20.</u>	<u>Senior Manager, External Communications</u>
<u>21.</u>	<u>Manager, Pension Operations</u>
<u>22.</u>	<u>Head, Pension Plan Operations and Regulatory Effectiveness</u>
<u>23.</u>	<u>Senior Manager, Licensing Approvals</u>
<u>24.</u>	<u>Manager, Market Conduct – Life</u>
<u>25.</u>	<u>Manager, Applications</u>
<u>26.</u>	<u>Organizational Development Lead</u>
<u>27.</u>	<u>Senior Manager, Pension Policy</u>
<u>28.</u>	<u>Manager, Market Conduct – Pension/Credit Union</u>
<u>29.</u>	<u>Manager, Market Conduct – Mortgage Brokers</u>
<u>30.</u>	<u>Senior Manager, Policy Interpretation</u>
<u>31.</u>	<u>Director, National Regulatory Coordination</u>
<u>32.</u>	<u>Manager, Market Conduct – P&C/HSP</u>

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<u>33.</u>	<u>Manager, IT Policy and Compliance</u>
<u>34.</u>	<u>Manager, Business Support</u>
<u>35.</u>	<u>Sr. Manager, Corporate Business Support Services</u>
<u>36.</u>	<u>Senior Manager, Market Risk Assessment</u>
<u>37.</u>	<u>Executive Assistant to the CEO</u>
<u>38.</u>	<u>HR Coordinator</u>
<u>39.</u>	<u>Relationship Managers (subject to paragraph 3 of the Tripartite Agreement dated April 31, 2019)</u>
<u>40.</u>	<u>Manager, General Accounting</u>
<u>41.</u>	<u>Manager/Team Lead, Information Systems</u>
<u>42.</u>	<u>Senior Manager, Examination</u>
<u>43.</u>	<u>Senior Manager, Monitoring & Analysis</u>
<u>44.</u>	<u>Senior Manager, Relationship Management</u>
<u>45.</u>	<u>Senior Manager, Resolution & Recovery</u>
<u>46.</u>	<u>Senior Manager, Policy & Research</u>
<u>47.</u>	<u>Senior Manager, CU Transactions and Events</u>
<u>48.</u>	<u>Head, Relationship Management</u>

***Note: Management job titles subject to change without notice**

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ARTICLE 2 –NON-DISCRIMINATION/HARASSMENT/SEXUAL HARASSMENT

- 2.1 It is understood that the parties are committed to principles which will foster and encourage diversity in the workplace
- 2.2.1 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).
- 2.2.2 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.
- 2.2.3 An employee who makes a complaint under Article 2 may be accompanied and represented by an employee representative or Association representative in complaints under Article 2.3, and an Association representative in the case of all other complaints, at the time of the discussion of the complaint, at each stage of the dispute procedure, and in the course of any investigation established by the Employer under any staff relations policy.
- 2.2.3.1 At the conclusion of the investigation, the Employer will advise the complainant and AMAPCEO of whether each of the allegations made have been substantiated, and will provide any corrective actions that have been taken or will be taken as a result of the investigation.**
- 2.2.4 Where a complaint under Article 2 is made against an employee’s supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral complaint or written dispute which is expressed in Article 2 may be presented to the supervisor that is one level above the supervisor who is subject to the complaint.
- 2.2.5 Workplace Discrimination and Harassment Prevention Program Reporting**
- 2.2.5.1. The Employer will provide AERC with a Respectful Workplace program report on a quarterly basis. The reports shall contain:**
- (a) The number of Respectful Workplace Policy complaints involving AMAPCEO members**

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(b) The number of Respectful Workplace Policy complaints resolved involving AMAPCEO members and the resolution methods selected by responsible managers

(c) Any other Respectful Workplace program information as mutually agreed upon

2.3 Sexual Harassment

2.3.1 All employees covered by this Agreement have a right to freedom from harassment in the workplace because of sex, **gender identity, or gender expression** by ~~his or her~~ **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.

2.3.2 Every employee covered by this Collective Agreement has a right to be free from,

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

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

2.3.3 The time limits set out in Section 15.2.1 do not apply to complaints under Article 2.3, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.

2.3.4 Where, at any time either before the making of a complaint or the filing of a dispute under Article 2.3, the Employer establishes an investigation of the complaint, or the employee agrees to the establishment of such an investigation, pursuant to any staff relations policy or other procedure of the Employer, the time limits for the processing of the complaint or dispute under Article 15 shall be suspended until the employee is given notice in writing of the results of the investigation.

2.3.5 Where it appears to a board of arbitration that an employee who is a complainant under Article 2.3 has made a complaint under the Ontario Human Rights Code relating to the conduct which is the subject of the dispute, the board of arbitration may, as it sees fit, adjourn the dispute, stay the dispute, or dismiss the dispute.

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ARTICLE 3 – MANAGEMENT RIGHTS

[Housekeeping note: no change]

- 3.1 Subject only to the provisions of this Agreement, the right and authority to manage the business and direct the workforce, including the right to hire and lay-off, appoint, assign and direct employees; evaluate and classify positions; discipline, dismiss or suspend employees for just cause; determine organization, staffing levels, work methods, the location of the workplace, the kinds and locations of equipment, the merit system, training and development, appraisal; and make reasonable rules and regulations; shall be vested exclusively in the Employer.

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ARTICLE 4 – INFORMATION ON POSITIONS

[Housekeeping note: no change]

- 4.1 Where the Employer establishes a new classification or creates a new position within an existing class the Employer shall provide the Association with a copy of the job description and/or class standard, including bargaining unit status (if applicable) to the President of the Association.
- 4.2 The Employer shall provide copies to the President of the Association of position descriptions within or outside of the AMAPCEO bargaining unit within twenty (20) working days of receiving a written request from the Association.

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ARTICLE 5 – STATEMENT OF INFORMATION / DUTIES TO EMPLOYEES

- 5.1 Upon written request to the immediate Supervisor, a regular **permanent** employee shall be provided with a copy of the most current position description on file outlining their duties and responsibilities, a copy of the Job Information Package if it is available, and other documents related to the duties and responsibilities of the position, e.g. physical demands analysis. The information shall be provided within 20 working days of the request.
- 5.2 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 the Association. The President of the Association shall be copied electronically on or about the same time as the information is sent to the employee.

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ARTICLE 6 – NO DISCRIMINATION FOR ASSOCIATION ACTIVITIES

[Housekeeping note: no change]

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

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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; or
- (b) to investigate matters which may result in disciplinary action; or
- (c) for a formal counselling session with regard to unsatisfactory performance or behaviour; or
- (d) for termination of employment; or
- (e) for matters related to the development, implementation and administration of an accommodation or return to work plan; or
- (f) to discuss attendance management issues **under the Employer's attendance management program; or**
- (h) as part of a workplace investigation;**

the employee shall have the right to be accompanied by and represented by an Association representative. The Employer shall notify the employee of this right and set the time and place for the meeting.

7.2 If the employee requests representation by an Association representative, the Employer shall set the time and place for the meeting, which is mutually agreeable to the Employer and the employee. Failing agreement the Employer shall allow up to 3 days from the notice in Article 7.1 for the employee to secure an Association 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 Association representative in person or by teleconference.

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ARTICLE 8 – LEAVE OF ABSENCE FOR ASSOCIATION ACTIVITIES

8.1.1 The Employer agrees to provide leave of absence from full time employment, or partial leaves of absence for up to half of full time employment, with pay and no loss of credits for up to the equivalent of ~~six (6)~~ **two (2)** full time positions, for members of the Association to conduct business of the Association. The leaves of absence will be renewed annually.

8.1.2 Upon the expiry of any leave of absence under this article, the employee on leave shall be returned to ~~his or her~~ **their** former position and location if such position and location still exist. The Employer and the employee may agree on another position to which ~~he or she~~ **the employee** may be returned, subject to the requirements of the collective agreement. If the employee's position is declared surplus during the leave, then the employee retains all rights under Article 27. However, notwithstanding Article 27.6, the Employer shall attempt to find on an ongoing basis, a direct assignment for the employee throughout the period that the employee is on leave. In the event that no direct assignment is found before the leave expires, then upon the expiry of the leave, notwithstanding Article 27, the employee shall be assigned with no loss of pay or benefits, to an equivalent or similar position within the geographic parameters specified in the employee's portfolio; however it is agreed that such an assignment will not result in a promotional salary increase.

8.1.3 For clarity, Article 8.1.2 applies to employees who are on a full time leave of absence of at least 6 consecutive months, and who are:

- (a) on a leave from full time employment pursuant to Article 8.1.1, or
- (b) on a partial leave of absence pursuant to Article 8.1.1 which together with Association leave under Articles 8.2, 8.3, 8.4, 8.5, and 8.6 amounts to a full time leave of absence.

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

8.2.1 With notice, AMAPCEO representatives are entitled to take time off with pay and no loss of credits if reasonably engaged in meetings with management on issues relating to labour relations, including collective bargaining or to the enforcement of this Agreement or processing claims involving the statutory rights of employees *vis à vis* the Employer, unless the time off would impair operational requirements.

8.2.2 The Employer agrees that AMAPCEO representatives may take time off with pay and no loss of credits for reasonable preparation time for meetings with the Employer on behalf of the Association, so long as proper notice is

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given, and this does not impair operational requirements. This article does not apply to time spent preparing for any meetings under Article 15 (Dispute Resolution) or collective bargaining.

8.2.3 Members of the Association granted leaves of absence under Article 8.2.1 for the specific purpose of collective bargaining shall also be granted reasonable time off with pay and no loss of credits for the purpose of preparation time and/or to attend Association bargaining team caucus sessions held immediately prior to the commencement of such negotiations, mediation or arbitration, or to other periods during negotiations, mediation or arbitration where either party is not available.

8.3.1 Association District Directors, or ~~his or her~~ their designees shall be granted a leave of absence with pay and no loss of credits to conduct the internal affairs of the Association on the following basis:

- (a) only the District Director, or ~~his or her~~ their designees 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, or ~~his or her~~ their designees shall not, during ~~his or her~~ 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; and,
- (e) this leave does not include travel time.

8.3.2 The Association agrees to provide the corporate Employer with a quarterly report that summarizes the total number of Association Leave (hours/days) utilized under this agreement by each Association District Director, or ~~his or her~~ their designees, per calendar month for the time period covered in the report.

8.4 The Employer shall grant time off to a maximum of five (5) days per calendar year for each Association representative with pay and no loss of credits for the purpose of labour relations education, unless such time off would impair operational requirements.

8.5 Notwithstanding Article 8.1, AMAPCEO may at its discretion require up to ~~one hundred (100)~~ eight (8) additional members to participate in Association business, who shall be granted leaves of absence with pay and no loss of credits for hourly increments of up to five (5) hours or full days. The total number of full days off in any calendar year shall not exceed ~~nine~~

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~~hundred (900)~~ **seventy-five (75)** days. Leaves of absence granted under this subsection shall include reasonable travel time. The Association will attempt to give as much notice as possible in respect of any leave of absence under this subsection and, in any event, not less than five (5) business days notice.

- 8.6 Upon at least twenty-one (21) calendar days' written notice by the Association, leaves of absence with pay and no loss of credits shall be granted for not more than three (3) days annually for each employee delegate for the purpose of attending the Association's Delegates' Conference(s).
- 8.7.1 The Association will reimburse the Employer for approved leaves taken by employees under sections 8.1.1, 8.2.3, 8.4, 8.5 and 8.6 for salary and all benefits including the Employer's share of contributions required by statute and pension contributions.
- 8.7.2 The Employer may invoice the Association for reimbursable leaves on a quarterly basis for approved leaves taken by employees during the preceding quarter. In addition, the Employer will make every effort to submit invoices each April 1st for any approved leave taken by employees, not yet invoiced in the preceding fiscal year, to the Association.
- 8.7.3 Where the Employer submits an invoice within the time frames provided in Article 8.7.2, the Association will remit payment for approved leaves taken by employees within thirty (30) calendar days of receipt of the Employer's invoice.

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ARTICLE 9 – RIGHTS OF ASSOCIATION WORKPLACE REPRESENTATIVES

- 9.1 The Association shall send a list of names, **and** the employee identification number ~~and work locations~~ of all workplace representatives authorized to represent Association members to the Directors of **Strategic Human Resources in each Ministry and the Director of Employee Relations (OPS) Treasury Board Secretariat**. The Association shall provide updates as workplace representative changes are made and a master list will be provided annually.
- 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 for the workplace before leaving the workplace to perform their duties as a workplace representative. Such permission will not be unreasonably withheld.
 - (b) When there are urgent 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 their immediate supervisor, notice of workplace representative activities planned for the following month.
- 9.3 The duties and responsibilities of workplace representatives shall include the following, with respect to employees covered by this collective agreement within ~~his or her~~ **their** area of responsibility:
- (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, a workplace representative may investigate disputes and be involved in problem solving of 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 15.5.3).

Such workplace representative activities shall be leave with pay and no loss of credits. For greater clarity, no such leaves or any entitlements for pay or benefits are provided in cases where the employee engages in Association activities outside of their working hours.

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ARTICLE 10 – CHECK OFF OF ASSOCIATION DUES

- 10.1 The Employer shall deduct from the wages/salaries of every employee covered by this Collective Agreement a sum equivalent to the dues or assessments of AMAPCEO. The deduction shall be remitted to AMAPCEO on a monthly basis.
- 10.1.1 Together with each monthly dues payment, the Employer will provide a report to the Association indicating the names of the employees in respect of whom deductions have been made, the employee identification number, ~~ministry, branch, work location description~~ /work location (street address), ~~OPS~~ hire date, work city, employment status (active, leave, terminated), jobclass code ~~abbreviated class title under the previous MCP classification system (while still applicable)~~, classification level, module, functional group and position/job title, employee class (**regular, permanent**, fixed term), home position indicator, home position class, continuous service date, benefit base salary (annualized payrate used for calculating benefits such as insurance premium) and any other such information as may be agreed upon by the parties. The report will be forwarded ~~current disk format~~ **by email** unless the parties mutually agree to an alternate electronic format.
- 10.2 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.
- 10.3 AMAPCEO agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.
- 10.4 AMAPCEO dues or assessments, or the equivalent amount, shall be itemized on the annual T-4 slip as annual membership dues for AMAPCEO.

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ARTICLE 11 – HOME POSITION

- 11.1 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 the AMAPCEO collective agreement except that pensions and insured benefits, as well as job security entitlements, will continue to be governed by the rules applicable to the employee's home position.
- 11.2 When an AMAPCEO bargaining unit member is temporarily assigned to a position in another bargaining unit for a period of more than thirty (30) calendar days, ~~he or she~~ **the Employee** will on the 31st calendar day commence paying dues and be governed by the terms of the collective agreement of the position to which ~~he or she~~ **the Employee** has been assigned except that pensions and insured benefits entitlements, and entitlements under Article 27, will continue to be governed by the rules applicable to the employee's home position.
- 11.3 When an AMAPCEO bargaining unit member is temporarily assigned to a non-bargaining unit position, ~~he or she~~ **the Employee** shall continue to pay dues to AMAPCEO and continue to be covered by the AMAPCEO 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.

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ARTICLE 12 – EMPLOYER EMPLOYEE RELATIONS COMMITTEES

12.1.1 ~~Joint committees have been established at the central and ministry level to discuss and resolve matters of interest between the parties. The committees are the AMAPCEO Central Employee Relations Committee (ACERC), and the AMAPCEO Ministry Employee Relations Committees (AMERCs).~~

An AMAPCEO Employee Relations Committee (AERC) will be established to discuss and resolve matters of interest between the parties.

12.2 The objectives of the **AERC** shall include:

- (a) establishing and maintaining a positive and constructive relationship between the Association and the Employer; and,
- (b) working together to resolve Association and Employer issues and concerns related to the workplace.

12.3.1 The ~~ACERC~~ **AERC** shall be comprised of **at least** six (6) **and up to eight (8)** members, with an equal number of representatives from AMAPCEO and from the employer. **The AMAPCEO representatives may include AMAPCEO staff members.** Each party may be accompanied by a resources person as needed.

12.3.2 The employer representatives shall be responsible for providing:

- (a) Orientation for the employer and employee representatives, where required, for their participation on the Committee;
- (b) Status reports as required under Article 27.21 and other reports as mutually agreed; and,
- (c) As part of its reporting in (b), the employer shall also identify AMAPCEO unit employees who have been directly assigned to permanent or temporary vacancies of over six (6) months.

12.3.3 The employee members of the committee, and a resource person accompanying them, shall be entitled to time off with pay and with no loss of credits for meeting time and for reasonable preparation and travel time. Such time off shall not be unreasonably denied as long as proper notice is given.

12.3.4 The Committee shall have Employer **and** Association Co-chairs and each party shall have one (1) vote on the Committee. Quorum for meetings

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shall be two (2) members from each side of the employer and Association side of the Committee.

12.3.5 The Committee shall meet monthly or as otherwise agreed.

12.4 The mandate of the **ACERC** **AERC** shall include the following:

(a) issues arising from the administration of the collective agreement;

(b) issues related to the employee benefit plans and the performance of the carrier;

~~(b) (c) operation of the **joint committee** **AERC** process including the creation of sub-committees;~~

~~(c) **matters unresolved at the ministry level;**~~

~~(d) discussion of **OPS-wide and cross ministry** initiatives involving changes to the work place affecting employees and **such local and Ministry initiatives where either of the parties wishes to have the matter dealt with centrally;** and,~~

(e) any other issue mutually agreed to by the parties.

~~(e) **establishment of generic terms of reference for AMERC's and approval of substantive changes requested by the parties.**~~

~~12.5.1 **The AMERC shall be comprised of four (4) members, with an equal number of representatives from AMAPCEO and from the employer. Each party may be accompanied by a resources person as needed.**~~

~~12.5.2 **The employer representatives shall be responsible for providing:**~~

~~(a) **orientation for employer and employee representatives, where required, for their participation on the Committee; and,**~~

~~(b) **monthly status reports as required under Article 27.3.5.**~~

~~12.5.3 **The employee members of the Committee, and a resource person accompanying them, shall be entitled to time off with pay and with no loss of credits for meeting time and for reasonable preparation and travel time. Such time off shall not be unreasonably denied as long as proper notice is given.**~~

~~12.5.4 **The Committee shall have Employer and Association Co-Chairs and each party shall have one (1) vote on the Committee. Quorum for meetings shall be at least one (1) member from each of the Employer and Association side of the Committee.**~~

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~~12.5.5 The Committee shall meet monthly or as otherwise agreed.~~

~~12.6 The mandate of AMERCs shall include the following:~~

- ~~(a) Ministry or local issues arising from the administration of the collective agreement;~~
- ~~(b) Operation of the joint committee including the creation of sub-committees at the Ministry or local level;~~
- ~~(c) Matters unresolved at the sub-committees of the AMERC;~~
- ~~(d) Discussion of ministry or local initiatives involving changes to the work place affecting employees which are not encompassed by 12.4(d);~~
- ~~(e) Where the Association comments to the Employer at AMERC on initiatives discussed under 12.6(d), the Employer shall review the Association's comments and respond.~~

~~12.7~~ 12.5 Information of a confidential nature disclosed at the ~~ACERC and AMERC~~ AERC will be kept confidential by AMAPCEO until the Employer authorizes the disclosure of the information; however this shall not be construed as preventing the Association from consulting internally with respect to the matter.

~~12.8~~ 12.6 The Association may forward to the ~~Deputy Minister~~ Director, Strategic Human Resources any issue which is not resolved at the ~~AMERC~~ AERC. The ~~Deputy Minister~~ Director shall respond in writing to the committee on the matters raised within fifteen (15) working days of ~~his or her~~ receipt of notice of the unresolved item.

~~12.9 The AMERC shall be co-chaired by a member of the Ministry's Senior Management Group~~

~~12.10~~ 12.7 The Association shall in no way be precluded from filing a dispute under Article 15 on issues that it chooses to attempt first to resolve through the ~~AMERC~~ AERC process. Unless requested by either party, discussions at the ~~ACERC and the AMERC~~ AERC shall be without prejudice and shall not be relied upon by either party at mediation or arbitration.

12.11 Where the Employer requests Association representation on any committees or working groups, the Employer shall seek nominations from the AMAPCEO co-chair of the ~~relevant AMERC for Ministry/local initiatives, or from the AMAPCEO ACERC co-chair for OPS wide or~~

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~~cross-ministry initiatives~~ **AERC**; any such participation shall be without prejudice to the Association unless otherwise agreed.

- 12.12.1 Except as provided in article 12.12.2, not less than two weeks prior to a formal public announcement or announcement to employees of a decision involving changes to the workplace affecting AMAPCEO–represented employees, including transfers or dispositions or reorganizations, 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 (surplusing, transfers, reclassifications, hiring, etc.). The Employer has the discretion to make the disclosure earlier than the two weeks set out above.
- 12.12.2 The Employer may provide less than two (2) weeks' notice **where two (2) weeks' notice is not possible due to in the case of:**
- (a) emergencies;
 - (b) decisions contained in the Budget or Financial Statement;
 - (c) legislation; **or**
 - (d) **other direction from the Crown.**
- 12.12.3 Information provided under Article 12.12.1 or 12.12.2 will be kept confidential by AMAPCEO until the employer authorizes the disclosure of the information; however, this shall not be construed as preventing the Association from consulting internally with respect to the matter.
- 12.12.4 AMAPCEO shall have one (1) week to provide comments and/or hold the meeting referred to in paragraph 12.12.5 below, but the Employer in its discretion may give more than a one (1) week period to respond.
- 12.12.5 Upon disclosure to the President,
- (a) At the request of the President, a meeting will be held with the employer to review the information and ask any questions;
 - (b) The President may forward comments to the **Ministry, or if there are a number of Ministries, the President may forward comments to TBS Chief Human Resources Officer (CHRO) or delegate**, which shall review them and respond in writing prior to the formal announcement referred to in 12.12.1 above;

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- (c) The matter will become a standing item on the ~~ACERC or AMERC~~ **AERC** committees as appropriate as set out in articles 12.4 ~~and 12.6~~;
- (d) Where the decision concerns a divestment, transfer or any other disposition of bargaining unit functions or jobs, the parties will table the matter at ~~ACERC~~ **AERC** where it will become a standing item;
- (e) If AMAPCEO believes that paragraph 12.12 has been breached, then the President will contact the ~~Director, CER, Employee Relations Division or designee~~ **CHRO, or delegate** to discuss the concerns and the matter will be placed on the ~~ACERC~~ **AERC** agenda. If the matter is not resolved at ~~ACERC~~ **AERC** within ten (10) working days of the ~~ACERC~~ **AERC** meeting, the matter may be referred directly to arbitration.

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ARTICLE 13- BULLETIN BOARDS

- 13.1 Where requested by an Association representative, the Employer will provide reasonable access to existing bulletin boards in the workplace **as well as an online resource that employees can access remotely** for the purpose of communicating with the membership.
- 13.2 Where an existing bulletin board is not reasonably available, the Employer will provide a bulletin board subject to local discussions.

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ARTICLE 14 – CORRESPONDENCE BETWEEN THE EMPLOYER AND THE ASSOCIATION

- 14.1 Notice or correspondence required under this Agreement shall be provided to the President of the Association at the following address: AMAPCEO, 1 Dundas Street West, Suite 2310, P.O. Box 72, Toronto, Ontario, M5G 1Z3, ~~or~~ by fax at (416) 340-6461, **or by email at disclosures@ampaceo.on.ca**.

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ARTICLE 15 – DISPUTE RESOLUTION PROCEDURE**15.1 Statement of Interest**

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

15.2 Informal Resolution Stage

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

15.3 Formal Resolution Stage

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

15.3.2 The parties will have a period of up to twenty (20) days from the date the dispute is filed to hold a Formal Resolution stage meeting, or to hold a series of meetings, to hear and/or to attempt to resolve the dispute, and in any case, the Senior Human Resources representative will provide the Association with a formal written response setting out the Employer’s position on the matter.

Should the dispute not be resolved within those twenty days, the Senior Human Resources representative will provide the Association

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with a written response to the dispute by the end of the twentieth (20th) day following the date of the filing of the dispute.

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

15.4 Referral to Arbitration

15.4.1 If the dispute is not resolved at the Formal Resolution Stage, the Association, on behalf of the employee, may submit the dispute in writing to arbitration under Article 15.11 within fifteen (15) days of the date that the representative of the Association present at the meeting received the decision at the Formal Resolution Stage. In the event that no decision in writing is received in accordance with the specified time limits at the Formal Resolution Stage **or as extended by agreement of the parties**, the Association may submit the dispute to arbitration, within fifteen (15) days of the date that the designated management representative was required to give the decision in writing in accordance with the Formal Resolution Stage.

15.5 General

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

15.5.2 An employee who has initiated a complaint or dispute under this Article shall be given time off with no loss of pay and no loss of credits to attend meetings with management under this Article.

15.5.3 Article 15.5.2 shall also apply to the Association representative who is authorized to represent the employee.

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

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

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- 15.5.6 In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.
- 15.5.7 The parties agree to fully disclose, at the earliest stage of the dispute resolution procedure, all information on which they rely in support of or in response to a complaint or dispute, including disclosure of any facts relied upon by Management in a decision that is subject to a complaint or dispute.
- 15.5.8 At the Association's option, participation by the Association representative or the employee in meetings required under the formal dispute resolution process may be conducted by teleconference, subject to the right of the Employer to select additional representatives who will participate by teleconference.
- 15.5.9 The Employer shall not take any reprisals against an employee for initiating or pursuing a dispute pursuant to this Article.

15.6 Group Dispute

- 15.6.1 In the event that more than one (1) employee has the same dispute, and such employees would be entitled to file a dispute, the Association shall be entitled to present a group dispute in writing, signed by such employees, **to the Chief Human Resources Officer (CHRO), or the CHRO's designate, Director, Centre for Employee Relations** at the Formal Resolution Stage, within thirty days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of these employees. In such cases, no more than three (3) complainants may be in attendance at each stage unless otherwise mutually agreed.

15.7 Association Dispute

- 15.7.1 Where a dispute arises between the Employer and the Association, the Association shall be entitled to file an Association dispute at the Formal Resolution Stage of the dispute resolution procedure with the **Chief Human Resources Officer (CHRO) or the CHRO's designate, relevant Employee Relations Manager, Centre for Employee Relations,** provided it does so within **sixty (60) thirty (30)** days after the circumstances giving rise to the dispute have occurred or have come or ought reasonably to have come to the attention of the Association.

- ~~15.7.2 Where the dispute between the Employer and the Association involves more than one (1) ministry, the Association shall be entitled to file a dispute at the Formal Resolution Stage with the Director,~~**

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~~Centre for Employee Relations, Ontario Public Service provided it does so within sixty (60) days after the circumstances giving rise to the dispute have occurred or have come or ought reasonably to have come to the attention of the Association.~~

15.7.32 An Association dispute shall be signed by an authorized Association representative.

15.7.4 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 Association complaint filed under Article 15.7.

15.8 Discharge, Suspension and Demotion Disputes

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

15.9 Employer Dispute

15.9.1 The Employer may file a dispute with AMAPCEO 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 employer. An Employer dispute will proceed directly to the Formal Resolution Stage.

15.9.2 The Association will provide a response by the end of the twentieth (20th) day following the date the dispute was filed. The Employer will have fifteen (15) days from the date of the Association's response to determine if it will accept the Association's response or will refer the matter to arbitration.

15.9 10 Joint Review Process

~~15.9.1~~15.10.1 The Joint Review Process (JRP) is an integral part of the dispute resolution mechanism. The parties agree to meet at least every two (2) months:

- to review all cases referred to arbitration in order to determine whether they can be resolved, expedited or consolidated
- to review Arbitration Awards as deemed necessary to determine application, and

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- for any other mutually acceptable reason for dispute resolution purposes under this collective agreement.

In the event there are no active disputes there is no requirement for the parties to meet.

15.10 Classification Dispute

15.11 Arbitration Provisions

15.11.1 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including the question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either party may after exhausting the grievance procedure refer the difference or allegation to arbitration before a single arbitrator. In the event the parties are not able to agree on the appointment of an arbitrator, the party referring the difference of allegation shall request that the Minister of Labour appoint an arbitrator as per the Ontario Labour Relations Act, 1995.

~~**Where a complaint or dispute is referred to arbitration, the arbitrator shall make a final and conclusive settlement of the differences between the parties, including any question as to whether a matter is arbitrable.**~~

15.11.2 An employee who has initiated a complaint and for whom the Association makes an application for a hearing before ~~the Grievance Settlement Board, or~~ an arbitrator, or the Ontario Labour Relations Board, shall be allowed leave of absence with no loss of pay and no loss of credits if required to be in attendance by the Board or the arbitrator or the Tribunal. This article shall also apply to the pre-hearings, mediation/arbitration or mediation under the auspices of the ~~Grievance Settlement Board~~ (“~~GSB~~”), an arbitrator/mediator, or arbitrator or the Ontario Labour Relations Board.

~~**15.11.3** The Association and the Employer agree that all complaints arising under Article 15 that are referred to arbitration shall be determined by the Chair or a Vice-Chair of the GSB sitting alone.~~

15.11.4~~3~~ The Association and the Employer **will endeavour to ensure that all hearings are scheduled in a timely manner.** ~~agree that all hearings should commence in a timely manner and the parties will endeavour to~~

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~~ensure that each case is scheduled to begin not later than thirty (30) calendar days following the referral to the GSB.~~

- 15.11.5 ~~4~~ The parties may agree to refer any complaint to a mediator/arbitrator under section 50 of the *Labour Relations Act, 1995* who shall have all the powers of an arbitrator under the *Labour Relations Act, 1995* including the powers of a mediator/arbitrator under the *Labour Relations Act, 1995* and the decision of the mediator/arbitrator shall be final and binding upon the parties.
- 15.11.6 ~~5~~ The costs of the arbitrator or arbitrator/mediator shall be shared equally by the parties.
- 15.11.7 ~~In this Article, if the GSB is abolished, references to the GSB, or to a Chair or Vice-Chair of the GSB, are deemed to include references to an Arbitrator appointed under the *Labour Relations Act* or otherwise by the parties.~~

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ARTICLE 16 – SENIORITY/CONTINUOUS SERVICE

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

(a) ~~from the date of appointment to the regular service for those employees with no prior service in the Ontario Public Service.~~

employees previously employed by the Crown immediately prior to the June 10, 2019 transfer date shall retain their seniority/continuous service date from the Ontario Public Service, for the purpose of determining seniority/continuous service under this Collective Agreement.

(b) employees previously employed by the Deposit Insurance Corporation of Ontario shall have their seniority/continuous service date calculated based on the date last hired with DICO.

(c) for all other employees, seniority/continuous service will accumulate and will be calculated from the date of hire as a permanent employee provided the employee successfully completes the probationary period, and subject to subparagraphs (d) and (e) below.

~~(b) (d)~~ for a fixed term employee ~~appointed to a~~ who is later appointed to a permanent full time position, seniority will accumulate and will be calculated in the regular service from the date established by adding the actual number of full time weeks worked during ~~his or her their~~ full time employment back to the first break in employment that is greater than thirteen (13) weeks. When calculating seniority in this situation, a period of part time fixed term employment shall neither constitute a break in service nor be counted towards seniority except that any full time weeks worked during such part time employment shall be calculated into the employee's seniority. ~~;~~ ~~or~~

(e) For a fixed term employee who is later hired as a permanent part time employee, seniority will accumulate and be calculated from the greater seniority of:

i) the date they commenced a period of unbroken, part time employment with FSRA, immediately prior to appointment to a permanent part time position; or

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ii) the actual number of full time weeks worked as a full time fixed term employee calculated pursuant to article 16.1 (d) above.

~~(e) for a fixed term employee appointed to a regular part time position in the regular service, the greater seniority of:~~

~~i) the later of January 1, 1984 or the date he or she commenced a period of unbroken, part-time employment in the fixed term service, immediately prior to appointment to a regular part-time position; or~~

~~ii) the actual number of full time weeks worked as a full time fixed term employee calculated pursuant to Article 16.1(b) above.~~

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

16.1.2 For the purposes of this Article:

- (a) "Unbroken service" is that which is not interrupted by separation from the ~~public service~~ **Employer** as per Article 16.4;
- (b) "Full time" is continuous employment as set out in the hours of work article for the position;
- (c) "Part time" is continuous employment with hours worked being less than full time hours per Article 16.1.2(b);
- (d) employment in the fixed term service includes service as a seasonal employee;
- (e) **"Regular Permanent part time" means part time employment in the regular service a permanent position.**

~~16.1.3 No employee as of May 28, 1998 shall have his or her seniority/continuous service reduced as a result of the application of this article.~~

16.2.1 An employee's seniority/continuous service shall accumulate from the date determined in Article 16.1 and shall include the period of service during which an employee:

- (a) is in receipt of LTIP or WSIB benefits; or

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- (b) is absent on pregnancy or parental leave; or
- (c) is absent on any leave under the Employment Standards Act, 2000, as amended; or**
- ~~(e)~~ **(d)** is absent on any other authorized leave without pay of thirty (30) calendar days or less; ~~or~~
- (d) is absent on Family Medical Leave.**

16.2.2 Except for the situations described in Article 16.2.1, where an employee is absent on a leave without pay that exceeds thirty (30) calendar days, the period of leave shall not be included in the determination of ~~his or her~~ **their** 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.

Notwithstanding the above, the period of leave shall be included for purposes of determining the rate of vacation credit accrual.

It is understood that an unpaid leave of absence greater than thirteen (13) weeks is not a break in service.

16.2.3 Notwithstanding Article 16.1(c), where a ~~regular permanent~~ part time employee becomes a **permanent** full time ~~regular~~ employee, any service as a part time employee which forms part of ~~his or her~~ **their** unbroken service shall be calculated according to the following formula:

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Weekly hours of work as a Part time Employee x Years of Continuous Service as a Part time Employee
 Full time weekly hours of work for class

Changes in the employee’s weekly hours of work shall be taken into account.

Example:

- Weekly hours of work as a part time fixed term employee = 6 years at 20 hours per week;
 - Weekly hours of work as a **regular permanent** part time employee = 2.5 years at 16 hours per week;
 - Full time hours of work for class (weekly) = 36 ¼ hours
 - Seniority/Continuous Service Date on becoming a full time employee =

$$\frac{20 \times 6 \text{ years}}{36 \frac{1}{4}} + \frac{16 \times 2.5 \text{ years}}{36 \frac{1}{4}}$$
- = 3.3 years + 1.1 year = 4.4 years (as of date of becoming a **permanent** full time ~~regular~~ employee)

16.3 Where an employee has been laid off in accordance with Article 27 (Job Security) and obtains a position as provided for under Article 27 within 24 months of such layoff, the employee’s seniority/continuous service shall include continuous service both before the effective date of the layoff and after the date of the assignment. The period of absence shall not be included in the calculation of his or her seniority/continuous service.

- 16.4 Seniority/continuous service shall be deemed to have terminated if:
- (a) an employee resigns or retires; or
 - (b) an employee is dismissed unless such dismissal is reversed through Article 15 (Dispute Resolution); or
 - (c) an employee is absent without leave in excess of ten (10) consecutive working days (subject to Article 22); or
 - (d) an employee is released in accordance with Article 27 (Job Security) and remains released for more than twenty-four (24) months.

~~27.3.6~~ **16.5 Seniority Lists**

~~An OPS-wide An AMAPCEO~~ seniority list ~~and the relevant ministry/regional seniority list~~, including the employees’ names, date of continuous service, ~~ministry~~, level, module, job title, and location ~~and region~~ shall be maintained

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and posted ~~(hard copy or electronic)~~ **ally in a location that can be accessed by employees from the workplace or from home posting) in all work sites** on a quarterly basis, with copies provided to AMAPCEO on a quarterly basis.

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ARTICLE 17 – APPOINTMENT TO THE REGULAR SERVICE (PROBATIONARY PERIOD)

- 17.1 There shall be a probationary period of not more than ~~twelve (12)~~ **nine (9)** months from the date of hire into a permanent position appointment to the regular service for employees with no prior service in ~~the Ontario Public Service FSRA~~. **The Employer may, at its discretion, extend the probationary period for up to an additional three (3) months.** If an employee is absent for a period greater than three (3) consecutive calendar weeks during the probationary period, the Employer may **also** extend the employee's probationary period by the length of that absence.
- 17.2 Within the first month 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 ~~he or she is~~ **they are not** meeting the standards.
- 17.3.1 Where an employee is ~~appointed~~ **hired into a permanent position the regular service** and has worked more than twenty-four (24) hours per week on a continuous basis immediately prior to being hired into appointment to a permanent position the regular service, the time ~~he or she~~ **the employee** actually worked within the previous year may be considered to be part of ~~his or her~~ **their** probationary period to a maximum of six (6) months.
- 17.3.2 Notwithstanding Article 17.3.1, where an employee is ~~appointed to the regular part time regular service~~ **hired into a permanent part time position** and has worked at least the required number of hours per week for the ~~regular~~ position on a continuous basis immediately prior to ~~his or her~~ **their hiring into a appointment to the regular permanent** part time position ~~in the regular service~~, the time ~~he or she~~ **they** actually worked within the previous year may be considered to be part of ~~his or her~~ **their** probationary period to a maximum of six (6) months.

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ARTICLE 18 – RECRUITMENT-POSTING AND FILLING OF POSITIONS

Posting and Filling of Positions in the Regular Service Permanent Positions

18.1 When a vacancy occurs ~~in the Regular Service~~ for a **permanent** bargaining unit position or a new **regular permanent** position is created in the bargaining unit, it shall be advertised for at least ten (10) working days prior to the established closing date. ~~Where practicable, notices of vacancies shall be posted, within the identified area of search, either electronically, or on bulletin boards.~~

18.2 The notice of vacancy shall include the job title and classification of the position; ~~ministry~~; salary range; general description of job duties; qualifications required; full or part time status; whether temporary or developmental (including duration); bargaining unit status; hours-of-work schedule; work location, any search restrictions if applicable, as well as any approved and publicly announced relocation by the Employer; travel requirements for the position; and closing date for the competition.

The only search restrictions permitted are:

- (i) geography: restricted to individuals living or working within a specified geographic area;
- (ii) employee status: restricted to current **OPS FSRA** employees and former **OPS FSRA** employees with entitlements to apply; and
- (iii) both (i) and (ii).

For clarity, no search restrictions along organization lines e.g. units, ~~branches, divisions, ministries, functional areas~~ or any combination thereof will be made, absent agreement of the parties.

18.3.1 In filling a vacancy, applicants' qualifications for the position shall be assessed relative to the selection criteria – the knowledge, skills, abilities and experience required to perform the duties of the position. The most qualified applicant for the position shall be selected to fill the vacancy.

18.3.2 Where the qualifications and ability are relatively equal between an AMAPCEO unit applicant and a non-AMAPCEO unit applicant preference will be given to the AMAPCEO unit applicant.

18.4 An applicant who is invited to attend an interview **for a position** within **FSRA the public service** shall be granted time off with no loss of pay and with no loss of credits to attend the interview. **If the Employer requires the employee to travel for an interview to a location other than their**

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normal work location, the Employer shall provide reimbursement for travel expenses in accordance with articles 41 and 42. Employees shall be reimbursed for travel expenses associated with attending the interview in accordance with the Employer's policy or practice.

18.5.1 Relocation expenses for posting and filling of positions under this Article shall be paid in accordance with the provisions of the Employer's **relocation expenses directive in effect as of January, 2002 policy.** **For purposes of Article 18, Article 28 does not apply.**

18.5.2 Notwithstanding that a position is advertised with a restricted area of search, any employee who resides outside the identified area of search may apply for the position. If they apply, they will be deemed to have waived entitlement to any relocation or travel expenses (pursuant to Articles 18.4 and 18.5.1) as a condition of gaining access to the competition process. For greater certainty, no claim can be made for any expenses incurred during the competition process or arising from the decision to hire the employee into the position. It is understood that the Employer does not have discretion to grant any entitlement that has been waived pursuant to this provision.

18.5.3 ~~Postings shall be posted in the central (OPS-wide) electronic site on an electronic site on the Employer's intranet at the same time and for the same period as otherwise posted.~~ **Notices of vacancies shall be posted electronically in a location that is accessible to all employees including employees who are on approved leaves of absence, and to former employees who are eligible to apply for restricted competitions or who are eligible for recall.** The Employer will ~~continue to~~ ensure that AMAPCEO has electronic access to the site or is provided with a weekly electronic report of all job postings ~~from the OPS-wide electronic site.~~

If the ~~central~~ site is not limited to AMAPCEO represented job postings it will allow AMAPCEO represented employees to conduct a "search" for all postings in the AMAPCEO unit.

~~The Employer will ensure that all postings are accessible to employees on approved leaves of absence and in accordance with 27.11.9 to former employees on recall. In addition, article 27.11.9 will be deemed to apply to those employees who have accepted pay in lieu of notice under article 27.7.5. Article 27.11.9 will also be deemed to apply to former fixed term employees who remain eligible to apply to OPS positions under article 27.1.1(b).~~

~~Pursuant to this Article, the Employer will provide accessible electronic information on job postings. For greater clarity, this does not include the provision of computers or other electronic equipment to employees, or similar electronic access points in the workplace.~~

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~~Employees without equipment, as otherwise provided by the Employer, bear the responsibility for accessing the electronic information on their own.~~

- 18.6 Unfair competition complaints shall be processed in the same way as other complaints under Article 15, except for the following. Where a complaint is submitted to arbitration:
- (a) The arbitrator shall be empowered to determine any question of fact or law including whether any requirement of Article 18 has been followed. This includes, but is not limited to, whether the Employer (including a selection panel) has made an error in the process of assessing the applicant's qualifications based on the evidence which was (or should have been) before it. However, the arbitrator shall not be empowered to decide who should have been selected in accordance with Article 18.
 - (b) As a remedy, the arbitrator may declare the competition and its results null and void, and order the competition or any part of it to be run again with directions as to how it is to be conducted.
 - (c) Notwithstanding Article 18.6 (a), where a competition complaint involves the application of Article 18.3.2, the arbitrator may award the job in question to the complainant where the selection panel determined that the complainant's qualifications and ability were relatively equal to the non-AMAPCEO unit applicant incorrectly awarded the job.

Temporary Assignments

- 18.7.1 Where an employee is assigned temporarily to a position Article 18 (Recruitment – Posting and Filling of Vacancies) shall not apply except where:
- (a) the term of the temporary assignment is greater than nine (9) months duration, and ~~the surplus clearance requirements of Article 27 have been met and surplus employees have had an opportunity to be matched under article 27;~~
 - (b) the specific dates of the term are established at least two (2) months in advance of the commencement of the temporary assignment.
- 18.7.2 Where an assignment was not posted pursuant to Article 18.7.1, and an employee has continuously been in the position since the initial assignment, the assignment shall be posted and filled competitively within eighteen (18)

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months of the initial assignment, where the Employer determines that the work is continuing either on a temporary or permanent basis.

18.7.3 The provisions of Article 18.1 to 18.6 shall apply where an employee is temporarily assigned in accordance with the provisions of Article 18.7.1 and 18.7.2.

~~18.7.4 Where an assignment is not subject to posting pursuant to Article 18.7.1, the Employer shall not utilize an Expression of Interest, absent agreement of the Corporate parties at ACERC.~~

Exceptions from the Requirements to the Posting and Filling of Positions

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

(a) **Unless otherwise stated in this article, employees who have been declared surplus, or who are eligible for recall must first have had an opportunity to be matched to the position pursuant to article 27.11, 27.13 and 27.15.**

(b) within twelve (12) months of the conclusion of a previous competition for the identical positions, where the Employer offers the vacancy to the most qualified applicant as determined in the previous competition who has not yet been offered the position, and continuing, if necessary, in descending order of qualification. An identical position includes a temporary vacancy arising after a competition for a permanent position.

Where a vacancy is filled pursuant to this clause, the Employer shall provide the Association with the names of the AMAPCEO members who were interviewed in the previous competition. Article 18.5 shall apply;

(c) i) where the Employer and the Association agree to transfer an employee based on compassionate grounds, the Employer will attempt to find a permanent vacant position identical to the employee's position elsewhere in **FSRA the OPS**, or, if unavailable, the employee may be assigned to a vacant position, as agreed upon between the Employer and the Association, provided ~~he or she is~~ **they are** qualified to perform the normal requirements. It is understood that if the Employer does not agree to the permanent assignment or if no permanent assignment is found at the time of submission, the request may be withdrawn by the Association. Where the request is not withdrawn by the Association, the Employer will

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continue its search until a permanent position is found. Where the Association does not agree to the permanent assignment, the request will be withdrawn;

- (ii) Where an employee requests a temporary transfer on compassionate grounds and the Employer and the Association agree, the Employer will attempt to find a temporary assignment (6 month assignment or more) provided the employee is qualified to perform the normal requirements of the temporary assignment and is acceptable to the Employer. It is agreed that if the employee is transferred **into a temporary assignment**, pursuant to this article, ~~he or she~~ **they** must complete the full duration of the assignment and **is they are** not eligible for relocation expenses. It is further understood that if the Employer does not agree to the temporary assignment or if no temporary assignment is found at the time of submission, the request may be withdrawn by the Association. Where the request is not withdrawn by the Association, the Employer will continue its search until a temporary position is found. Where the Association does not agree to the temporary assignment, the request will be withdrawn;
- (iii) Where the parties initially agreed to a permanent or temporary transfer on compassionate grounds and no position has been found, the Employer or the Association may withdraw its original agreement, if the circumstances affecting those compassionate grounds have changed materially;

(d) where an employee was transferred based on health reasons to a vacant position:

- (i) identical to the employee's position ~~in the same ministry~~ or, if unavailable,
- (ii) ~~identical to the employee's position in a different ministry, or, if unavailable,~~
- ~~(iii)~~ **(ii) at the same classification, provided the employee qualified to perform the normal requirements of the position; or if unavailable,**
- (iii) at the same or at a lower classifications, provided the employee is qualified to perform the normal requirements of the position; within the same ministry, or if unavailable,**

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~~(iv) at the same or lower classifications within a different ministry, provided he or she is qualified to perform the normal requirements;~~

(e) the Employer and the Association may agree to reassignments for compassionate and health reasons to positions other than those set out in Article ~~18.8.1 (b) and (c)~~ 18.8.1 (c) and (d) but where agreement cannot be reached under Article 18.8.1, ~~(d)~~ (e) this shall not be grievable;

(f) where an employee was temporarily assigned to a position for at least twenty-four (24) months and:

- (i) the position has been filled through a competitive process, and
- (ii) at that point in time, there is a continuing need for the work to be performed on a full time basis for greater than an additional eighteen (18) months, and

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

the Employer shall ,with the employee's agreement, assign the employee to the position on a permanent basis. If the employee does not agree, the Employer shall post the vacancy and the employee shall return to their home position. **For clarity, the position shall not be considered a vacancy and does not have to be made available for direct assignment or recall.**

If at the end of twenty-four (24) months an employee was not offered an assignment to the position on a permanent basis because the conditions of 18.8.1(e)(ii) were not met, but the position continues for eighteen (18) months, then the Employer shall, with the employee's agreement, assign the employee to the position on a permanent basis at the conclusion of this eighteen (18) month period. If the employee does not agree, the Employer will post the vacancy and the employee shall return to his/her home position.

(f) where the employee's position is being changed either from full time to ~~regular~~ part time or vice versa, with the employee's consent. In such cases, **position shall not be considered a vacancy and does not have to be made available for direct assignment or recall and the current incumbent shall retain the position—the**

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~~clearance requirements under Article 27 shall not apply.~~ Where the employee does not consent, the employee will be given surplus rights under Article 27;

- (g) a newly reclassified position shall not be considered a vacancy ~~for the purposes of Article 18.1 and does not have to be made available for direct assignment or recall~~ and the current incumbent shall retain the position. ~~For clarity, surplus clearance is not required or permitted in any such reclassification;~~
- (h) ~~In addition, any employee who is directly assigned under Article 27 and who then applies for a vacant position or whose duties are changed as a result of a reorganization or reassignment of duties and the position is reclassified to a lower classification is entitled to be appointed to the first vacant position which:~~
- ~~• is in his or her ministry as defined in Article 27.12; and~~
 - ~~• is at a salary maximum higher than that currently held, but not higher than originally held~~
 - ~~• he or she is qualified to perform~~
 - ~~• has cleared the surplus requirements of Article 27;~~

~~and the provisions of Articles 18.1 to 18.5 shall not apply unless otherwise specified.~~

~~The parties agree that the process and rules for exercising Article 18.8.1(h) entitlements are as follows and that the collective agreement shall be interpreted and applied accordingly:~~

~~PRECONDITIONS:~~

- ~~1. The “precondition events” that trigger Article 18.8.1(h) entitlements are if:~~
 - ~~(a) an employee is directly assigned under Article 27 to a lower classification; or~~
 - ~~(b) an employee’s duties are changed because of a reorganization or reassignment of duties so that the position is reclassified to a lower classification.~~

~~The position the employee ends up in after the precondition event is herein after referred to as the “reclassified/redeployed position”.~~

~~PROCESS:~~

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~~2.1 — A permanent, regular AMAPCEO position is posted and an employee applies for the position and indicates that they wish to trigger their Article 18.8.1(h) entitlements and also identifies:~~

- ~~(a) — what their position/class was immediately prior to the “precondition event” (to be referred to as “original position”);~~
- ~~(b) — what Branch/Ministry the “original position was in;~~
- ~~(c)(b) what is the “reclassified/redeployed position”;~~
- ~~(d) — what Branch/Ministry the “reclassified/redeployed position” is in; and~~
- ~~(e)(c) date they were put into “reclassified/redeployed position”;~~
- ~~(f)(d) their current home position and Branch/Ministry if different than (b) (c) or (d);~~
- ~~(g)(e) whether they have been reassigned under Article 18.8.1(h) since they were put into the “reclassified/redeployed position”.~~

~~2.2 — The competition process for the posted position is held in abeyance and the criteria under 18.8.1(h) are reviewed to determine the applicant’s eligibility to exercise rights under this article:~~

- ~~—— (a) — Precondition 1(a) or 1(b) above occurred; and~~
- ~~(b) — The position being applied for is in the Ministry where the applicant’s current home position resides, including the applicant’s Ministry as modified by Article 27.12, where applicable, and~~
- ~~—— (c)(b) The position applied for is at a salary maximum higher than the home position the employee currently holds, but not higher than the salary maximum of the “original position”.~~

~~2.3 — If 2.2(a), and (b) and (c) are not satisfied then the competition process continues and the applicant is given no special consideration, but is still considered an applicant for the position.~~

~~2.4 — If 2.2(a), and (b) and (c) are satisfied then the applicant may be interviewed and will be appointed to the position provided the “qualified to perform” criterion is met.~~

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~~2.5 The Employer may decide that an interview is not necessary, in which case the Employer may waive the interview and approve the assignment.~~

~~2.6 If an applicant is not “qualified to perform”, the competition process continues, and the applicant is given no special consideration but is still considered an applicant for the position.~~

~~2.7 If more than one AMAPCEO bargaining unit employee triggering this Article is “qualified to perform” in respect of the same position, the employee with greater seniority will be appointed to the position.~~

~~2.8 There is no limit on the number of times an employee can apply for such a placement.~~

~~2.9 An employee who applies for a placement under Article 18.8.1(h) and is accepted and then refuses the placement, has no rights under Article 18.8.1(h) unless one of the preconditions in 1(a) or (b) occurs again.~~

18.8.2 The following situations resulting in a demotion are exempt from posting requirements:

- (a) the employee demonstrates an inability to perform the essential duties of their position (includes loss of required licenses); or
- (b) the employee is unable to perform essential duties due to health reasons; or
- (c) the duties of the position are changed by management, resulting in a reclassification; or
- (d) the employee’s position is re-evaluated and reclassified.

and the provisions of Articles 18.1 to 18.5 shall not apply.

18.8.3 Where the duties of a position are modified to accommodate an incumbent employee with a disability, the position shall not be considered a vacancy for the purposes of Article 18 and the incumbent shall retain the position.

~~18.8.4 A demotion under Article 18.8.2 shall not result in the relocation of an employee’s workplace beyond 40 kilometres, unless agreed otherwise.~~

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18.8.5 **Regular Permanent** Employees Acting in Temporary Positions

18.8.5.1 Where an employee was temporarily assigned to a temporary position for at least twenty-four (24) months and there is a continuing need for the work to be performed on a full time basis for greater than an additional twenty-four (24) months, the **ministry Employer** shall establish a **permanent** position ~~within the Regular Service~~ to perform that work.

18.8.5.2 Where the **ministry Employer** has determined that it will convert a position in accordance with Article 18.8.5.1 and where:

- (i) the position has been filled through a competitive process, and
- (ii) the position has cleared surplus.

the Employer shall, with the employee's agreement, assign the employee to the position on a permanent basis. If the employee does not agree, the Employer shall post the vacancy and the employee shall return to **his/her the employee's** home position.

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ARTICLE 19 – PAY ADMINISTRATION FOR REGULAR ~~PERMANENT~~ EMPLOYEES

19.1 Pay Administration on Promotion

19.1.1 Promotion occurs when ~~the incumbent of a position in the regular service~~ **an employee in a permanent full-time or permanent part-time position** is assigned to another position with a higher maximum salary than that of ~~his or her~~ **the employee's** former position.

19.1.2 An employee who is promoted shall receive a promotional increase of at least three percent (3%); however, in no case shall the resulting salary be less than the minimum or greater than the maximum of the classification of the position to which ~~he or she~~ **the employee** is assigned.

19.1.3 Underfill: Where an employee has been hired into a vacancy on an underfill basis, the ~~ministry~~ **Employer** will establish a developmental training plan. Pay increases shall only be provided once the employee has met the requirements of the training plan.

19.2 Pay Administration on Lateral Transfer

19.2.1 When an employee is assigned to a position in a classification with the same salary maximum as ~~his or her~~ **the employee's** current position, the employee shall retain ~~his or her~~ **their** current salary and anniversary date.

19.3 Pay Administration on Voluntary Demotion

19.3.1 When an employee competes for and wins a competition for a position in the regular service with a lower maximum salary, ~~he or she~~ **the employee** shall retain ~~his or her~~ **their** current salary provided it does not exceed the maximum of the new salary range. When the employee's current salary exceeds the maximum of the new salary range, ~~he or she~~ **the employee** shall be paid the maximum of the new salary range.

19.4 Pay Administration for Health Reassignments

19.4.1 Where for reasons of health, an employee is assigned to a position in a classification having a lower maximum salary, ~~he or she~~ **the employee** shall not receive any salary progression or salary decrease for a period of six (6) months after ~~his or her~~ **the** assignment, and if at the end of that period ~~he or she~~ **the employee** is unable to accept employment in ~~his or her~~ **the** former classification, ~~he or she~~ **the employee** shall be assigned to a classification consistent with ~~his or her~~ **their** condition. The employee shall retain ~~his or her~~ **their** current salary provided it does not exceed the maximum of the new salary range, ~~he or she~~ **the employee** shall be paid

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the maximum of the new salary range. The employee shall retain ~~his or her~~ their current anniversary date.

19.5 **Administration Due to Inability to Perform the Essential Duties**

19.5.1 Where, because of continued inability to perform the essential duties of a position, an employee is demoted ~~he or she~~ the employee shall retain the salary, ~~he or she was~~ they were receiving at the time of the demotion, except that where the employee's salary exceeds the salary maximum of the new position, it shall be adjusted to the salary maximum of the new position. The employee shall receive a new anniversary date based on the effective date of the demotion.

19.6 **Pay Administration on Transfer for Compassionate Grounds, Article 18.8.1.(b)**

19.6.1 When a transfer in accordance with Article 18.8.1 (b) results in a move to a position in a classification with a lower salary maximum, the employee shall retain the salary ~~he or she was~~ they were receiving at the time of the transfer, except that where the employee's salary exceeds the salary maximum of the new position, it shall be adjusted to the salary maximum of the new position. The employee's anniversary date, based on the former position, shall be retained for merit purposes.

19.6.2 When a transfer in accordance with Article 18.8.1 (b) results in a move to a position in a classification with a higher salary maximum, the employee shall retain ~~his or her~~ their current salary or receive such percentage increase as is necessary to bring the employee to the minimum of the salary range of the classification of the new position. The employee shall also retain ~~his or her~~ their anniversary date, based on the former position, for merit purposes, except where ~~he or she~~ the employee has received an increase as above, in which case a new anniversary date will be established based on the effective date of the transfer.

19.7 **Pay Administration on Reclassification**

19.7.1 Where the duties of an employee are changed as a result of reorganization, or reassignment of duties and the position is reclassified to a classification with a lower maximum salary, an employee who occupies the position when the reclassification is made is entitled to maintain ~~his/her~~ their current salary as long as the person remains in the position and, in addition, is entitled to salary progression based on merit to the maximum salary of the lower classification. Where the employee's current salary is above the maximum of the new classification, the employee shall maintain ~~his/her~~ their current salary until the maximum of the new classification is at or above the employee's current salary.

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19.7.2 Where a position is reassessed and is reclassified to a class with a lower maximum salary, an employee who occupies the position when the reclassification is made is entitled to maintain **his/her their** current salary as long as the person remains in the position, and is entitled to salary progression based on merit to the maximum salary of the lower classification. Where the employee's current salary is above the maximum of the new classification, such an employee shall maintain **his/her their** current salary until the maximum of the new classification is at or above the employee's current salary.

19.7.2.1 Where 19.7.1 and 19.7.2 apply, the employee shall retain their anniversary date.

19.7.3 Where a position is reassessed and is reclassified to a classification with a higher maximum salary, an employee who occupies the position at the time of the reclassification shall be extended pay treatment in accordance with Article 19.1.

19.8 **Pay Administration for Temporary Assignments**

19.8.1 Where an employee is acting in a position or assignment in a classification with a higher salary maximum for a period in excess of five (5) consecutive working days, ~~he or she~~ **the employee** shall be paid acting pay from the day ~~he or she~~ **the employee** commenced to perform the duties of the higher classification. Such an employee shall receive an increase of at least three percent (3%); however, in no case shall the resulting salary be less than the minimum of the higher classification.

19.8.2 Notwithstanding Article 19.8.1, acting pay shall not exceed the maximum of the salary range of the higher classification.

19.8.3 When an employee who has been in a temporary assignment returns to ~~his or her~~ **their** regular position, ~~his or her~~ **the employee's** salary will be readjusted to that which would have been in effect if ~~he or she~~ **they** had continuously occupied that position including the merit increases that the employee would have received.

19.8.4 (a) When an employee is temporarily assigned to the duties and responsibilities of a position with a lower salary maximum where there is not work reasonably available for ~~him or her~~ **the employee** in the position from which ~~he or she was~~ **they were** assigned, ~~he or she~~ **the employee** shall be paid within the range of the lower classification to which ~~he or she was~~ **they were** assigned after the expiration of ten (10) consecutive working days.

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(b) When an employee is temporarily assigned for operational reasons to the duties and responsibilities of a position in a classification with a lower maximum salary, ~~he or she~~ the employee shall continue to be paid at the same salary as ~~his or her~~ their home position.

19.8.5 An employee shall retain ~~his or her~~ their normal salary where ~~he or she~~ the employee is temporarily assigned to perform the duties and responsibilities of another employee who is on vacation.

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ARTICLE 20 – DISCIPLINE AND DISCHARGE

- 20.1 No employee shall be disciplined or discharged without just cause. It is understood that 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, ~~he or she~~ **the employee** shall be advised in writing of the reasons for such action.
- 20.3 It is understood that nothing in Article 20 confers on a probationary employee any right to grieve or arbitrate ~~his or her~~ **their** dismissal.

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ARTICLE 21 – PERSONNEL FILES AND DISCIPLINARY RECORDS

- 21.1 There shall only be one official recognized personnel file, which shall contain personnel information including, but not limited to, initial appointment documents, performance appraisals, commendations and disciplinary records.
- 21.2.1 Any document relating to work performance or disciplinary action that is to be placed on an employee's personnel file shall ~~so be placed and a copy supplied~~ **also be provided** to the employee within a reasonable time of its preparation.
- 21.2.2 Employees will be made aware of concerns relating to work performance within a reasonable time.
- 21.3 Upon a written request, an employee shall be given an opportunity to review ~~his or her~~ **their** personnel file, within ten (10) calendar days of the request or such longer period of time as is reasonable, in the presence of a management representative, at a time mutually agreed upon between the employee and the manager, at the employee's normal work location or another location as may be mutually agreed upon between the employee and the manager.
- 21.4 The employee is entitled to include ~~his or her~~ **their** own explanation of a matter, including a disciplinary incident, as an attachment to the information being placed in ~~his or her~~ **their** personnel file.
- 21.5 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 sanctions provided that the employee's personnel file has been clear of similar offenses for the past three (3) years. Any such letter of reprimand, suspension or other sanctions so removed cannot be used in any subsequent proceedings. Nothing in this paragraph prevents earlier removal by the employee's manager.

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ARTICLE 22 – ABANDONMENT OF POSITION

- 22.1 An employee who is absent from duty without authorization for a period of ~~two (2) weeks or longer~~ **10 working days or longer** may be declared to have abandoned ~~his or her~~ **their** position.
- 22.2 Prior to declaring an employee to have abandoned ~~his or her~~ **their** position, the Employer shall make reasonable efforts to:
- (a) contact the employee to determine the reasons for absence without authorization; and
 - (b) notify the employee of the consequences of absence without authorization; and
 - (c) copy the Association on the notice to the employee described in (b) above.

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ARTICLE 23 - LEAVES OF ABSENCE

23.1 General

23.1.1 Where an employee is on an approved leave of absence pursuant to this article, ~~he or she~~ **the employee** shall:

(a) have the right to return to ~~his or her~~ **their** position at the end of such leave unless that position has been declared surplus during the employee's absence in which case the employee shall have all rights and entitlements in accordance with Article 27;

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

(c) remain subject to applicable conflict of interest provisions.

23.1.2 Where an employee submits a written request for a leave of absence, or for an extension of any such leave, the Employer shall respond to such request in writing.

23.1.3 Where the continued coverage by benefit plans is not a part of a particular leave of absence, the employee shall be entitled to continue any or all of ~~his or her~~ **their** benefit plan coverage by continuing to pay benefit premiums.

Benefits coverage shall be limited to Basic Life, Supplementary Life, Dependant Life, Supplementary Health and Hospital, Long Term Income Protection, and the Dental Plan. Employees shall arrange to pay full premiums, which includes both the Employer and the employee share, at least one (1) week in advance of the first of each month through ~~his or her~~ **the employee's** designated human resources contact.

23.1.4 Leaves of absence provided for under the *Employment Standards Act, 2000 (ESA)*, as may be amended, will be granted to employees in accordance with the provisions of the ESA and Regulations. As of January 1, 2023, the following ESA leaves were in effect: Pregnancy Leave, Parental Leave, Family Medical Leave, Organ Donor Leave, Family Caregiver Leave, Critical Illness Leave, Child Death Leave, Crime-Related Child Disappearance Leave, Domestic or Sexual Violence Leave, Sick Leave, Family Responsibility Leave, Bereavement Leave, Reservist Leave, Emergency Leave: Declared Emergencies and Infectious Disease Emergencies.

For clarity, this provision does not create an entitlement to the leaves listed herein should the ESA be amended to remove such leaves. It does, however, provide for any new leaves established under the

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ESA or its regulations, subject to Article 23.1.5 and section 5(2) of the ESA.

23.1.5 Where provisions of the Collective Agreement with respect to leaves provide a greater right or benefit than the Employment Standards Act, the Collective Agreement shall prevail.

23.2 Leaves Without Pay

23.2.1 An employee may request a leave of absence without pay and without accumulation of credits. The Employer shall not unreasonably withhold consent with respect to any such request or request for an extension of such leave, however it is agreed that operating requirements is a factor which will be considered under this provision. The Employer will normally respond to an employee's written request within 10 days absent unforeseen circumstances. More time may be required in some instances, in which case the employee will be kept apprised of the status of the request including the anticipated timetable within which the request will be dealt with.

23.2.2 Subject to 23.2.1, an employee shall be entitled to a full time leave of absence without pay and without accumulation of credits of up to one (1) year for the purposes of caring for a dependant person.

23.2.3 Subject to 23.2.1, the Employer agrees to provide extended educational leave without pay and without accumulation of credits, for periods of a minimum of one (1) school year.

23.2.4 An employee may request a full time leave of absence without pay and without accumulation of credits by participating in the self-funded leave plan as permitted under the Income Tax Act (Canada) to defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least one (1) year and not more than four (4) years in length. The funds being deferred shall be held in a trust account with a financial institution selected by the Employer and shall have interest paid annually to the employee. The funds will be paid out to the employee on a bi-weekly or lump sum basis, at the employee's option, during the leave of absence.

23.2.5 Where the leave is without pay for up to one (1) calendar month, the employee on leave may request that the foregone pay be deducted over a reasonable number of pay periods, but shall not exceed ten (10) pay periods.

23.2.6 An employee granted a leave of absence pursuant to Article 23.2 shall not accrue credits or be covered by benefits plans during such leave, if the leave is greater than one (1) calendar month.

23.3 Special or Compassionate Leave

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- 23.3.1 The Employer may grant an employee a leave of absence with pay for not more than three (3) days in a year for special or compassionate purposes.
- 23.3.2 Notwithstanding subsection 23.3.1, ~~a Deputy Minister~~ **the Chief Human Resources Officer** may grant an employee a leave of absence with pay for six (6) months or less for special or compassionate purposes.
- 23.3.3 A leave of absence with pay may be granted for more than six (6) months upon the ~~certificate of the Public Service Commission~~ **approval of the CEO**.
- 23.3.4 An employee shall be entitled to special leave of up to two (2) days per year to attend to unforeseen dependent and elder related care for the leave referenced in Article 23.3.1. For clarity, the parties agree this leave shall be granted so long as the employee has remaining special and compassionate leave under Article 23.3.1. The employee will attempt to give reasonable notice, where possible, in respect of any leave with absence under Article 23.3.4.
- 23.3.5 An employee granted a leave of absence pursuant to Article 23.3 shall accrue credits and be covered by benefit plans during such leave.

23.4 **Religious Accommodation**

23.4 An employee shall be entitled to special leave, in accordance with the Employer's policy for the purpose of religious accommodation of up to 2 days per year. For further clarity, the parties agree that under the Employer's policy, this leave shall be granted so long as the employee has remaining special and compassionate leave under Article 23.3.1, and the day requested qualifies as a religious holiday. The employee will attempt to give reasonable notice in respect of any leave of absence under Article 23.4. The parties agree that if the Employer's policy is modified or requires modification, an employee shall be entitled to the application of such modification.

23.5 **Leave for Outside Employment**

23.5.1 ~~A Deputy Minister~~ **The Employer** may grant an employee's request for a leave of absence ~~with pay and with accumulation of credits, or~~ without pay and without accumulation of credits for up to one (1) year for the purpose of undertaking employment outside ~~the OPS~~ **FSRA**, ~~as follows:~~

- (a) ~~with pay and with accumulation of credits for the purposes of undertaking employment under the auspices of the Government of Canada or other public agency; or~~

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~~(b) — without pay and without accumulation of credits for the purposes of undertaking employment under the auspices of the Government of Canada or other public agency or a public or private corporation.~~

23.5.2 Leaves with or without pay under Article 23.5.1 may be renewed for a second year in the same manner that the initial leave was granted.

23.5.3 An employee granted leave of absence pursuant to Article 23.5.1 (a) shall accrue credits and be covered by benefit plans during such leave.

23.6 **Military Leave**

23.6.1 The Employer may grant a leave of absence of up to one (1) week with pay and up to one (1) week without pay, for a total of two (2) weeks in a year, for the purpose of Canadian Forces Reserve Training.

23.6.2 An employee granted a leave of absence pursuant to Article 23.6 shall accrue credits and be covered by benefit plans during such leave.

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23.7 **Jury or Witness Duty Leave**

23.7.1 Where an employee is absent by reason of a summons to serve as a juror or a subpoena as a witness, the employee may, at ~~his or her~~ their option:

- (a) treat the absence as a leave without pay and retain any fee ~~he or she receives~~ received as a juror or as a witness; or
- (b) deduct the period of absence from ~~his or her~~ their vacation credits or ~~his or her~~ their accumulated compensation leave, and retain any fee ~~he or she receives~~ received as a juror or as a witness; or
- (c) treat the absence as a leave with pay and pay to the ~~ministry~~ Employer any fee ~~he or she has~~ received as a juror or as a witness.

23.7.2 An employee on a leave of absence pursuant to Article 23.7.1 (a) shall not accrue credits or be covered by benefits plans during such leave, if the leave is greater than one (1) calendar month.

An employee on leave pursuant to Article 23.7.1(b) or (c) shall accrue credits and be covered by benefits plans during such leave.

23.8 **Bereavement Leave**

23.8.1 A full time employee shall be allowed up to three (3) working days and a part time employee shall be allowed up to three (3) consecutive days leave of absence with pay in the event of the death of a spouse, parent, step-parent, parent-in-law, child, step-child, child-in-law, sibling, step-sibling, sibling-in-law, mother, father, step-mother, step-father, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, step-grandparent, grandchild, step-grandchild, foster child, former foster child, ward or guardian, former ward or guardian or former ward, foster parent, or former foster parent., or a relative who was dependent on the employee for care or assistance.

23.8.2 An employee who would otherwise have been at work is entitled to one (1) day leave of absence with pay in the event of the death of the employee's aunt, uncle, niece or nephew parent's sibling, step-parent's sibling, sibling's child, step-sibling's child.

23.8.3 For the purpose of Article 23.8.1, "spouse" includes common-law spouse, ~~or same sex partner~~ or partner of any gender. Similarly, "in-law" and

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"step" relationships listed in Article 23.8.1 include such relatives of a common-law spouse, ~~or~~ same sex partner or partner of any gender.

23.8.4 An employee shall be allowed up to two (2) additional days leave-of-absence without pay to attend a funeral of a relative listed in Articles 23.8.1 and 23.8.2 if the location of the funeral is more than eight hundred kilometres (800 km) from the employee's residence.

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

Emergency Leave

~~23.9.1 An eligible employee is entitled to up to ten (10) days leave of absence without pay in accordance with the Emergency Leave provisions of the Employment Standards Act and Regulations, as amended.~~

Family Medical Leave

~~23.10.1 An employee is entitled to up to eight (8) weeks leave of absence without pay in accordance with the Family Medical Leave provisions of the Employment Standards Act and Regulations, as amended.~~

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**ARTICLE 24 - PREGNANCY/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 ~~his or her~~ their own.

“parental leave” means a leave of absence under Article 24.7.

“pregnancy leave” means a leave of absence under Article 24.2.

“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 also includes any salary increase that is granted after the last day of work to take effect retroactively on or before the last day of work.

24.2 Pregnancy Leave:

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 her service with the Crown 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 ~~six (6)~~ 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:

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- (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.

24.7 Parental Leave

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 Crown 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 ~~fifty-two (52)~~ **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 ~~thirty-five (35)~~ **sixty-one (61)** weeks after it began for an employee who takes pregnancy leave and ~~thirty-seven (37)~~ **sixty-three (63)** weeks after it began for an employee who did not take pregnancy leave. 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;
- (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.

24.11 Employment Insurance Top-Up

An employee who is entitled to pregnancy and/or parental leave and who provides the Employer with proof that **they are** ~~he or she is~~ in receipt of employment insurance benefits pursuant to the *Employment Insurance*

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Act (Canada) shall be paid an allowance in accordance with the Supplementary Benefit Plan.

24.12.1

The following applies for any pregnancy leave which begins before [90 DAYS OF RATIFICATION]. In respect of the period of pregnancy leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:

- (a) for the first two (2) weeks **(the waiting period)**, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for **the employee's her** classification and shall also include any increases in salary that **the employee she** would have attained had **the employee she** been at work during the leave of absence as they are, or would have been implemented; and
- (b) for each week, up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee receives for the week and any other salary earned by the employee during the week, and ninety-three percent (93%) of the actual weekly rate of pay for **the employee's her** classification and shall also include any increases in salary that **the employee she** would have attained had **the employee she** been at work during the leave of absence as they are, or would have been, implemented; and,
- (c) for each week up to a maximum of fifteen (15) additional weeks, where the employee elects to take Parental Leave in accordance with Article 24.7 payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee receives for the week and any other salary earned by the employee during the week and ninety-three percent (93%) of the actual weekly rate of pay for her classification, and shall also include any increases in salary that **the employee she** would have attained had **she they** been at work during the leave of absence as they are, or would have been, implemented.

24.12.2

The following applies for any pregnancy leave which begins on or after [90 DAYS OF RATIFICATION]. In respect of the **period of pregnancy leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:**

- 1. for the first one week (the waiting period), payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification and shall also include any increases in salary that they would have**

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attained had they been at work during the leave of absence as they are, or would have been implemented; and

2. for each week, up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee receives for the week and any other salary earned by the employee during the week, and ninety-three percent (93%) of the actual weekly rate of pay for their classification and shall also include any increase in salary that they would have attained had they been at work during the leave of absence as they are, or would have been implemented; and,
3. on production of proof of payments in accordance with employment insurance pursuant to the *Employment Insurance Act*, (Canada) have terminated, the employee shall be entitled to a further one week of pregnancy leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification and shall also include any increases in salary that they would have attained had they been at work during the leave of absence as they are, or would have been implemented. This further one week of leave must be taken immediately after the date when the EI benefits referenced in Article 24.12.2(b) have terminated and prior to returning to the workplace.
4. where an employee takes parental leave in conjunction with pregnancy leave, Article 24.12.2(c) shall not apply.

24.13.1 The following applies for any parental leave which begins before [90 DAYS OF RATIFICATION]. In respect of the period of parental leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:

- (a) Where the employee serves the employment insurance waiting period, for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for ~~their his or her~~ classification, and shall also include any increases in salary that ~~they he or she~~ would have attained had ~~they he or she~~ been at work during the leave of absence as they are, or would have been, implemented, and;

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- (b) for each week, up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee receives for the week and any other salary earned by the employee during the week, and ninety-three percent (93%) of the actual weekly rate of pay for ~~their his or her~~ classification, and shall also include any increases in salary that ~~they he or she~~ would have attained had ~~they he or she~~ been at work during the leave of absence as they are, or would have been, implemented.

24.13.2 **The following applies for any parental leave which begins on or after [90 DAYS OF RATIFICATION]. In respect of the period of parental leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:**

- (a) **Where the employee serves the employment insurance waiting period, for one week, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification, and shall also include any increases in salary that they would have attained had they been at work during the leave of absence as they are, or would have been, implemented; and,**
- (b) **for each week, up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Standard Employment Insurance benefits the employee is eligible to receive for the week and any other salary earned by the employee during the week, and ninety-three percent (93%) of the actual weekly rate of pay for their classification, and shall also include any increases in salary that they would have attained had they been at work during the leave of absence as they are, or would have been, implemented; and**
- (c) **on production of proof of payments in accordance with employment insurance pursuant to the *Employment Insurance Act*, (Canada) have terminated, the employee shall be entitled to a further one week of parental leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification and shall also include any increases in salary that they would have attained had they been at work during the leave of absence as they are, or would have been implemented. This further one week of leave must be**

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taken immediately after the date when the EI benefits referenced in Article 24.13.2(b) have terminated and prior to returning to the workplace.

or

(d) where the employee served the waiting period in accordance with 24.12.2(a), has taken parental leave in conjunction with pregnancy leave, and on production of proof of payments in accordance with employment insurance pursuant to the *Employment Insurance Act, (Canada)* have terminated, the employee shall be entitled to a further one week of parental leave with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification and shall also include any increases in salary that they would have attained had they been at work during the leave of absence as they are, or would have been implemented. This further one week of leave must be taken immediately after the date when the EI benefits referenced in 24.13.2(b) have terminated and prior to returning to the workplace.

24.14 Payments under the Supplementary Employment Benefit Plan will not apply to leave that continues after ~~fifty-two (52)~~ **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.

Notwithstanding any other article in this agreement, vacation credits, ~~and seniority~~ **and continuous service for the purpose of severance** continue to accrue during pregnancy leave (Article 24.2) parental leave (Article 24.7) and extended leaves (Article 24.17 and 24.19). ~~Continuous service for severance accrues during pregnancy and parental leave except during the last six (6) weeks of unpaid leave following parental leave for a biological father or adoptive parent.~~

24.15 Benefit Plans:

During pregnancy leave, parental leave and extended leave, an employee who participates in the Benefit Plans referred to in Articles 31 to 36 shall continue that participation unless ~~he or she~~ **the employee** elects in writing not to do so.

(a) Where an employee elects to continue to make ~~his or her~~ **their** pension contributions under existing practice, pensionable service

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shall also accrue and the Employer shall continue to make its contributions.

- (b) Extended leave is only covered by this Article if the purpose of the extension is directly related to parental leave taken by a biological father or adoptive parent.

24.16 Unless an employee gives the Employer written notice referred to in Article 24.15, the Employer shall continue to pay the premiums for the Benefit Plans in Articles 31 to 36 that the Employer was paying immediately before the employee's pregnancy leave, parental leave and extended leave 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.

24.17 **Pregnancy plus Parental Leave:**

An employee on pregnancy leave is entitled to a parental leave of absence of up to ~~thirty-five (35)~~ **sixty-one (61)** weeks.

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

24.19 **Extension of Parental Leave**

Except for an employee to whom Article 24.17 applies, an employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a consecutive leave of absence without pay and with accumulation of credits for not more than six (6) weeks.

24.20 An employee returning to work after pregnancy leave, parental leave or extended leave referred to in Articles 24.19 or 24.22 shall be reinstated to the position the employee most recently held with the Employer on a **regular permanent** and not a temporary basis, if the position still exists, or to a comparable position, if it does not.

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

- (a) the salary the employee was most recently paid by the Employer; or
- (b) the salary that the employee would be earning had the person worked throughout the leaves of absence referred to in Articles 24.2, 24.7, 24.19 or 24.22.

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24.22 An employee who has worked less than thirteen (13) weeks with the **Crown 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 discretionary leave provisions of Article 23.2 (Leaves of Absence), for up to the following periods:

- (a) ~~fifty-two (52)~~ **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) ~~forty-three (43)~~ **sixty-nine (69)** weeks for an employee who would otherwise be eligible for parental leave and extended leave only, under Articles 24.7 and 24.19. If otherwise eligible, the employee is entitled to continue benefit coverage during the leave by paying both the employee's and the Employer's share of the premiums.

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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 and the Association 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 Computer work stations shall be equipped with tables or stands for the computer to permit it to be at a height appropriate to the circumstances of its use and the seating available for the operator. The chair provided shall have a seat which is adjustable in height, a back rest which is adjustable in height, and a foot rest where necessary to accommodate a particular operator. Where appropriate to the nature of the work, paper stands or work stands shall be provided.
- 25.3 After each hour of continuous operation of a computer, an employee shall be entitled to relief from those duties for a period of ten (10) minutes.
- 25.4 The Employer agrees to provide safety equipment and protective clothing where it requires that such be worn by its employees.
- 25.5 The purchase of safety shoes or boots for on-the-job protection of the purchaser shall be subsidized as per the applicable practice **of the Employer, in each ministry.**
- 25.6 The current practices relating to the supply and maintenance of apparel for employees shall continue during the term of this collective agreement, subject to any changes which may be entered into between the parties.

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ARTICLE 26 – TECHNOLOGICAL CHANGE

- 26.1 Where the Employer introduces technological change in either equipment or methods of operation which may result in the release of employee(s), the Employer shall notify the Association. Such notice will be provided 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.
- 26.2 In order 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 resolution to the **AERC**. ~~**AMERC for ministry specific changes or to the ACERC for cross ministry or OPS wide changes.**~~

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ARTICLE 27 – JOB SECURITY

[Housekeeping Note: Article 27 is deleted and is replaced with the new article 27 below. Changes are not underlined/bolded]

27.1 Application

27.1.1 This Article applies to all employees in the AMAPCEO bargaining unit.

- (a) Probationary employees shall have all rights under this Article, except bumping rights and the pay-in-lieu of notice option. Nothing in this Article shall be deemed to be a recognition of seniority or continuous service for probationary employees for other purposes.
- (b) Fixed term employees shall have notice entitlements under the *Employment Standards Act, 2000*, and shall be entitled to apply for restricted competitions for twenty-four months after the date of layoff.

27.1.2 All employees who have received a notice of layoff and continue to have rights to direct assignment or recall rights must be given an opportunity to exercise those rights with respect to any position before it is filled.

27.2 Layoff

27.2.1 Where there is a need for the reduction of the workforce, the Employer will identify for layoff off the person(s) with the least seniority/continuous service (as defined by article 16) in the work unit who is performing the job functions that the Employer has determined are to be reduced or eliminated provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work.

27.2.2 It is understood that attrition can be used effectively as an employment stability strategy. The Employer agrees that, where possible in the first instance, it will utilize attrition and other voluntary measures as a means of reducing the workforce, which may include those described in Article 27.4 (Early Retirement and Voluntary Exit).

27.3 Notice of Layoff to Association

27.3.1 The Employer and the Association agree to work jointly to minimize any adverse effects of the layoff on employees, and maximize creative approaches that meet the interests of both the Employer and the employees. Accordingly, in the event of such a layoff, the Employer will:

- (a) provide the Association with advance notice in accordance with article 12.12.1.

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- (b) within thirty (30) days of notice being given to the Association, and prior to giving written notice to the employees, the AERC committee shall meet to jointly evaluate, plan and review:
 - (i) the reason causing the layoff(s);
 - (ii) the service the Employer will undertake after the layoff;
 - (iii) how the Employer intends to effect the lay-off, including areas where layoffs will occur, and which employees will be laid off;
 - (iv) ways the Employer can assist employees to find alternate employment; and
 - (v) ways and means of avoiding or minimizing the impact

27.3.2 To allow the AERC to carry out its mandated role under this Article, the Employer will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit. The AERC shall maintain confidentiality with respect to any information disclosed pursuant to this Article unless otherwise agreed by the Employer and the Union. The information disclosed herein shall not be used for any other purpose than those anticipated by this Article.

27.4 Early Retirement and Voluntary Exit Allowance

27.4.1 It is understood that the Employer may offer the Early Retirement and Voluntary Exit options concurrently, provided that the Employer will accept the offers in the priority as described in article 27.4.2.

27.4.2 Before issuing a notice of layoff, the Employer will make offers of early retirement or voluntary exit in accordance with the following conditions:

- (a) The Employer will first make offers to employees performing the job functions within work unit(s) where layoffs would otherwise occur.
- (b) If after 5 days, there are not a sufficient number of employees in the work unit to accept the offer, the Employer will extend offers to other employees in the position throughout the bargaining unit. If an offer is accepted outside of the work unit where the layoff would otherwise occur, the Employer may reorganize the affected work units. Any transfers of remaining employees to new work units will be done in reverse order of seniority.
- (c) For each employee who accepts an offer of early retirement or voluntary exit, a layoff will be avoided. The number of early retirements and/or voluntary exits will not exceed the number of employees who would otherwise be laid off. Where there are more volunteers than necessary,

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offers will accepted in order of seniority within the work unit, and then within the bargaining unit.

- (d) If an employee accepts an offer for early retirement or voluntary exit, they will exit the organization on a date to be reasonably agreed to by the employee and the Employer.
- (e) In no case will the Employer approve an employee's request for a voluntary exit option or an early retirement under this article, if the employees remaining are not qualified to perform the available work.

27.4.3 Following the issuance of a surplus notice, any employee may notify the employer that they are willing to accept an early retirement or a voluntary exit. The employee's position will then become eligible for direct assignment. If a surplussed employee is matched to the position, the early retirement or voluntary exit will take effect on a date to be reasonably agreed to by the employee and the Employer.

27.4.4 An employee who elects an early retirement or voluntary exit will be entitled to pay in lieu of notice, severance and enhanced severance in accordance with the provisions of this article.

27.4.5 Early retirement is available to those employees who are eligible for early retirement under the Public Service Pension Plan and to employees who are eligible for Pension Bridging under article 27.18.

27.5 Eligibility for Employment Insurance

27.5.1 The parties agree that all employees who accept a pay-in-lieu option under Article 27.9, including those employees who volunteered pursuant to Article 27.4 or 27.14.11 are doing so pursuant to a program of downsizing undertaken by the Employer and in so doing are preventing another employee from being laid off. Accordingly, the Employer agrees to take all necessary steps to attempt to ensure that the Employment Insurance Commission recognizes that the entitlement to Employment Insurance of employees who are laid off and who take a pay-in-lieu of notice option qualifies as registered 'workforce reduction processes' under the Employment Insurance Act.

27.6 Treatment of Surplus Notices and Leaves of Absence

27.6.1 Where the employee's position is declared surplus while the employee is away on a sick leave (e.g. STSP, LTIP or WSIB), the Employer shall notify the employee that their position has been declared surplus and that, when the employee returns to work, the surplus notice shall be issued.

27.6.2 Where the employee's position is declared surplus before a sick leave of absence (e.g. STSP, LTIP, or WSIB) begins which is expected to be, or is in

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fact longer than one (1) month, the employee's notice shall be put on hiatus for the duration of the leave. When the employee is able to return to work, the balance of the notice period shall continue.

27.6.3 Where the employee's position is declared surplus while the employee is away on any other leave of absence, the Employer shall notify the employee that their position has been declared surplus and inform the employee of the option to:

- (a) return early from the leave of absence and receive the surplus notice at that time; or
- (b) return at the end of the leave and receive the surplus notice at that time.

27.6.4 Where the employee's position is declared surplus before an approved leave of absence begins, the employee may choose to:

- (a) accept a hiatus in the surplus notice period during the leave or absence; or
- (b) return early from the leave of absence.

27.6.5 Where the employee accepts a direct assignment or a bump before going on the leave of absence, the employer must honour the leave of absence.

27.7 Treatment of Surplus Notices during Temporary Assignments and Secondments

27.7.1 Where the employee's position is declared surplus during or before the beginning of a temporary assignment or secondment, the employee's surplus notice is put on hiatus during the temporary assignment, but the employee may identify and be considered for permanent targeted direct assignments.

27.7.2 At the end of the temporary assignment or secondment, the balance of the notice period shall resume. The employee shall return to their home position if it still exists or to a comparable position. The employee shall remain eligible for targeted direct assignment to temporary assignments in accordance with Article 27.13 of the Agreement.

27.8 Surplus Notice

27.8.1 An employee who is subject to layoff shall receive not less than six (6) months' notice in writing of the date of the layoff. AMAPCEO shall be copied on all notices issued.

27.8.2 The notice of surplus will:

- (a) Indicate that the employee has the following options:

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- (i) identifying a targeted direct assignment under Article 27.11 into vacancies for the remainder of the notice period, within the parameters described in Article 27.11.1; or,
 - (ii) accept a pay-in-lieu option as set out in Article 27.9.1
 - (b) indicate that if the employee fails to inform the designated human resources contact, in writing, within ten (10) working days of the receipt of the notice of their intention to accept one of the specific options listed, the employee shall be deemed to remain available for targeted direct assignment pursuant to Article 27.8.2(a)(i);
 - (c) inform the employee of the possibility of pension bridging option under Article 27.18.
 - (d) indicate that if the employee opts to remain available for targeted direct assignment and if they have not been assigned to a vacancy through a targeted direct assignment by the end of fifth (5th) month from the receipt of notice of surplus, the Employer will identify the bumping option, if any, as described under Article 27.14.
- 27.8.3 A surplus notice shall not be issued to an Indigenous employee or to an employee with a disability, as defined under the *Ontario Human Rights Code*, without the consent in writing of the employee's Chief Human Resources Officer. It is the employee's responsibility to self-identify to their designated human resources contact.
- 27.8.4 Where a surplus employee remains available for a targeted direct assignment, pursuant to Article 27.8.2(a)(i), the Employer shall provide the employee with:
- (a) notification of all AMAPCEO unit vacancies and voluntary exit positions through postings, e-mail, the Internet or other methods;
 - (b) Access to job descriptions for any voluntary exit positions that are eligible for matching;
 - (c) reasonable time during working hours, without loss of pay or credits for transitional support activities (e.g. interviews, job search activities, identify targeted direct assignments, and retraining or counselling activities) and such time off will not be unreasonably withheld; and
 - (d) reasonable ongoing access to office space and office equipment in the event that the employee's home position is eliminated before the end of the notice period.
- 27.8.4 Any notice required to be given under this Article shall be deemed to have been received by the employee on the day on which it is delivered in person or electronically during a virtual meeting. Otherwise, the notice shall be sent

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to the last address of the Employee that is on record with the Employer and shall be sent by certified mail or another means whereby receipt of such notice is confirmed. Wherever possible, the notice shall be delivered during an in-person or virtual meeting.

27.8.5 When an employee is to receive a notice of layoff, the Employer will notify AMAPCEO of the time and place notice of surplus meeting.

27.9 Pay In Lieu Option

27.9.1 An employee who accepts pay-in-lieu and shall receive either:

- (a) a lump sum of six (6) months' pay, plus severance and enhanced severance as provided for in Articles 27.16 and 27.17 payable as soon as possible, but not later than three pay periods following acceptance of the pay-in-lieu option, in which case all salary and benefit entitlements which would have accrued to the employee from the last day worked to the layoff date are forfeited; or
- (b) continuance of salary plus benefits (except STSP and LTIP) commencing on the date set out in the Surplus notice or the date of the Voluntary Exit for the duration of the notice period, plus severance and enhanced severance as provided for in Articles 27.16 and 27.17, paid out at the layoff date.

27.9.2 Where the employee advises the Employer of preferences for payment under Article 27.9.1 to ensure tax-effective treatment, the Employer will comply subject to requirements at law.

27.9.3 Employees shall be eligible to accept pay-in-lieu at any time prior to the expiration of the notice period. Where an employee accepts pay-in-lieu after the commencement of the notice period, the pay-in-lieu shall be calculated from the last day of work until the end of the notice period.

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

27.9.5 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 restricted competitions from the last day of work until twenty-four (24) months from the date on which layoff would otherwise have occurred.

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27.9.6 Where an employee who accepts a pay-in-lieu option pursuant to this Article is awarded a position with the Employer prior to the originally projected layoff date, the employee will repay to the Employer a sum of money equal to the amount paid for the period between the date of recommencing work and the original projected layoff date. The employee's continuous service date, for all purposes except severance, shall be deemed to include both service up to last day of work and the accumulation of service after the date of recommencing work. The new continuous service date for severance purposes shall be the date on which the employee recommences work.

27.10 Documents to be used for Targeted Direct Assignment and Bumping

27.10.1 The Employer shall base its decision on whether an employee is qualified for a targeted direct assignment, bump or recall on the resume, employee form, and any supplemental employee forms submitted by the employee, as well the employee's current job description and any job descriptions for positions held by the employee within FSRA in the prior 3 years.

27.10.2 The Employer shall provide the employee time during working hours to complete the Employee Form and resume within the 10 days following the issuance of a surplus notice. The Employee may provide the Employer with an updated resume and Employee Form at any time during the notice period or recall period.

27.10.3 Employees may provide a Supplemental Employee Form in order to highlight any qualifications related to specific targeted direct assignment position.

27.10.4 The content and form of the Employee Form and the Supplemental Form template shall be agreed to by AMAPCEO and the Employer.

27.11 Targeted Direct Assignment

27.11.1 An employee who has received notice of lay-off in accordance with this Article shall be assigned to a vacant position or a position held by an employee who has volunteered for early retirement or voluntary exit during their notice period provided that:

- (a) the employee identifies the position in accordance with Article 27.8.12, and indicates that they have received notice of layoff and is eligible for targeted direct assignment; and
- (b) the employee meets the entry level qualifications for the position; and
- (c) the position is at the same level of the employee's home position or any lower levels;

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- (d) there is no other AMAPCEO unit employee who has a greater length of continuous service and who is eligible for targeted direct assignment to the position pursuant to this Article.

27.11.2 Where an employee has been acting away from their home position for two (2) years or more, parameters for targeted direct assignment purposes only (not for bumping or pay-in-lieu options) shall be based on the level of the current acting position, unless that level is lower than the employee's home position.

27.12 Process for Targeted Direct Assignment

27.12.1 In Article 27.12, "Match Date" means the first or third Friday of each month, whichever applies.

27.12.2 On or before the Match Date, an employee may provide the employer with a ranked list of all positions to which they wish to be matched, along with any supplemental employee forms.

27.12.3 During the two weeks following the Match Date, the Employer shall undertake a targeted direct assignment matching process.

27.12.4 The Employer shall assign the employee to the first position for which the employee is eligible, in accordance with the employee's ranked numerical preferences for vacant or voluntary exit positions that the employee identified in accordance with Article 27.12.2. Where matches are available for more than one employee, the position shall be assigned to the employee with the most seniority. If the employee fails to rank a position they have identified, the Employer shall first consider the ranked preferences, if any, and then shall consider positions in order of their chronological date of posting, and then shall consider any voluntary exit positions.

27.12.5 The Employer shall advise the employee on or before the following Match Date if they are directly assigned to the position. An employee shall be required to inform the Designated Human Resource Contact in writing within two (2) full working days of receiving notification of a targeted direct assignment whether the assignment will be accepted.

27.12.6 An employee who is directly assigned to a vacancy in accordance with this Article shall retain the current level of pay for the remainder of the notice period. Thereafter, if the position into which the employee is directly assigned is in a lower level, the employee shall retain their existing salary, if the maximum salary for the level is the same or higher than the employee's existing salary. However, if the maximum salary for the lower level is below the employee's existing salary, then the employee's salary shall be reduced to the maximum of the lower level.

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27.12.7 The transfer of any employee who accepts a targeted direct assignment shall be carried out within a reasonable period of time following the date on which the willingness to accept the assignment was indicated, subject to mutually agreed upon arrangements to delay the transfer.

27.12.8 When an employee who remains available for targeted direct assignment pursuant to Article 27.8.2(a)(i) refuses a targeted direct assignment to an AMAPCEO unit permanent position, the employee shall forfeit all further rights under Articles 27.11, 27.13, 27.14, 27.15 (with the exception of the right to apply to restricted competitions for a twenty-four month period) and Article 27.19.2 and 27.19.3 and shall either be laid off at the end of the notice period or take a pay-in-lieu option for the remainder of the notice period, under Article 27.9.3.

27.13 Targeted Direct Assignments into Temporary Vacancies

27.13.1 Surplus employees shall be eligible for targeted direct assignment into temporary assignments identified in the last two (2) months of their notice, in the same manner set out in Article 27.11 and 27.12, and the same rules, criteria and procedures as set out in Article 27.11 and 27.12 will apply.

27.13.2 Where more than one (1) surplus employee match the temporary assignment, the employee with greater seniority shall be offered the temporary assignment. A surplus employee shall retain their status as a permanent employee and current salary entitlements while placed in a temporary assignment so long as the maximum for the classification of the temporary assignment is the same or higher than the employee's existing salary. If the maximum salary for the temporary assignment is lower than the employee's existing salary, then the employee's salary shall be reduced to the maximum of the lower classification once the notice period has expired.

27.13.3 An offer of a temporary assignment to a surplus employee must be in writing and must specify the duration of the temporary assignment.

27.13.4 The surplus employee shall have five (5) working days in which to accept or reject the offer of a temporary assignment.

27.13.5 Where a surplus employee accepts a temporary assignment under Article 27.13, it shall be considered to be a hiatus in their notice period under Article 27.8 for the duration of their temporary assignment and all redeployment activities cease. Notwithstanding this hiatus, the employee may continue to identify and be considered for positions under Article 27.11. At the end of the temporary assignment or secondment, the balance of the notice period, as well as all redeployment activities shall resume; however, the original temporary assignment may be extended by a maximum of three (3) months.

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27.13.6 Where an employee in a temporary assignment is directly assigned to a permanent position, the reporting date to the permanent position shall be no later than one (1) month from the date of offer, unless otherwise mutually agreed upon by the employee and the Employer.

27.13.7 When a temporary assignment takes place, the employee shall not be unreasonably denied the opportunity to complete any portion of training already underway.

27.13.8 Surplus employees who refuse a temporary assignment shall continue to be eligible for targeted direct assignment into permanent positions for the duration of their surplus notice period, but not for further temporary assignments.

27.14 Bumping

27.14.1 If an employee has not been directly assigned in accordance with Article 27.11 by the end of the fifth (5th) month from the receipt of the notice of surplus, the Employer shall identify the bumping option, if any, for employees who are declared surplus and employees who are bumped by employees with greater seniority and have bumping rights.

27.14.2 The Employer shall identify the first available permanent AMAPCEO unit position for which the employee is qualified, in according to the following ordering rules:

- (a) The position occupied by the least senior employee in the same classification;
- (b) The position occupied by the least senior employee in the next lowest classification.

27.14.3 To possess the required qualifications, the employee must:

- (a) be currently performing the work of the position; or
- (b) have performed the work of the position within the previous three (3) years; or
- (c) have the skill and ability to perform the duties of the identified position with a training period of no more than five (5) weeks.

27.14.4 Where it is deemed the employee has the skill and ability to perform the duties of the identified position with a training period of no more than five (5) weeks but where the employee is unable to perform the work after five (5) weeks, the Employer will identify an alternate bump, if available, or the employee may choose a pay-in-lieu option under Article 27.9.1 or targeted direct assignment. The period of up to five (5) weeks shall be considered a hiatus in the notice

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period or the employee may choose a pay-in-lieu option under Article 27.9.1 or targeted direct assignment. The period of up to five (5) weeks shall be considered a hiatus in the notice period.

- 27.14.5 Notwithstanding Article 27.14.1 no Indigenous employee or employee with a disability, as defined in the Ontario Human Rights Code, shall be bumped by a more senior employee.
- 27.14.6 The Employer shall declare surplus an employee who is bumped and shall determine the options under Articles 27.8.2 for that employee and provide the bumped employee with a notice under Article 27.8 as soon as practicable.
- 27.14.7 The first employee who is bumped by an employee exercising their right to bump under Article 27.14 will have all rights under article 27, including bumping rights under 27.14. The employee bumped by the first bumped employee will also have all their rights under Article 27, including bumping rights but the employee they subsequently bump will have all rights under Article 27 but not bumping rights.
- 27.14.8 The Employee shall have five (5) days to notify the Employer whether they accept a bump. In the event that the employee declines the bumping offer, the employee shall not receive any further bumping offer but may remain available for direct assignment or recall. Rejecting a bump does not affect any other rights under Article 27.
- 27.14.9 Where an employee will be bumped as a result of Article 27.14, the Employer shall advise the employee in writing, with a copy to the Association, to complete an employee form and resume no later than ten (10) days prior to the issuance of the employee's surplus notice.
- 27.14.10 Where an employee in a multi-incumbent position will be bumped as a result of Article 27.14, the employees in the multi-incumbent position will, at least 10 days before the bump notice is issued, be invited to volunteer to exit FSRA through voluntary exit or early retirement in accordance with articles 27.4.4 and 27.4.5. If there are multiple volunteers, the most senior employee will be permitted to exit. Employees must volunteer before the bump notice is issued and will be advised of the deadline at the time they are invited to volunteer.
- 27.14.14 An employee who bumps into a position in a lower level shall retain their existing salary if the maximum for the level into which the employee is bumping is the same or higher than the employee's existing salary. However, if the maximum salary for the lower level is below the employee's existing salary, then the employee's salary shall be reduced to the maximum of the lower level.
- 27.14.15 The transfer of any employee who is exercising bumping rights shall be carried out forthwith but not later than the end of the notice period. Where the transfer

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of an employee pursuant to this article will occur prior to the bumped employee receiving a notice of layoff, the employer shall provide the bumped employee with at least one (1) day advance notification that they have been identified as an employee to be bumped.

27.14.16 In the event that an employee in receipt of a notice of layoff does not receive a bumping offer as none are available, the employee shall be notified in writing that there is no bumping opportunity available. The employee shall remain available for targeted direct assignment unless they elect to receive pay in lieu of notice.

27.15 Layoff and Recall

27.15.1 An employee who does not exercise bumping rights or take a pay-in-lieu option and who has not been offered a targeted direct assignment in accordance with this Article shall be laid off at the end of the notice period.

27.15.2 A laid off employee is entitled to identify vacant positions for targeted direct assignment in the same manner as set out in Article 27.10 and 27.11, and the same rules, criteria and procedures as set out in Article 27.10 and 27.11 will apply.

27.15.3 Laid-off employees are entitled to apply to restricted competitions within FSRA for twenty-four (24) months from the date of layoff.

27.15.4 Laid off employees shall have recall rights for 24 months following the date of layoff. Employees lose the right to recall if they reject a permanent targeted direct assignment, if they are successfully hired into a vacancy with FSRA, or 24 months after the date of layoff.

27.15.5 Where a person who has been laid off is directly assigned to a vacancy at the same level the employee will be reappointed at their former salary. If the position into which the employee is directly assigned is in a lower level, and the maximum salary for the lower level is below the employee's former salary, then the employee's salary shall be reduced to the maximum of the lower level.

27.15.6 An employee recalled to employment shall advise the employer of their intention to return to work within seven (7) days of receipt of the recall notice and shall return to work within two (2) weeks of being notified or on a date that is mutually agreeable between the employee and the Employer.

27.15.7 Where an employee on recall is assigned to a permanent position, the employee's continuous service date, for all purposes except severance, shall be deemed to include both service before the effective date on which the employee went on recall and the accumulation of service after the date of

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assignment. The new continuous service date for severance purposes shall be the date on which the employee recommences work.

- 27.15.8 Employees who wish to be recalled must provide the Employer with an up-to-date mailing address, phone number, and email address where they can be reached.

27.16 Severance

- 27.16.1 An employee who is laid off shall receive one (1) week of salary for each year of service, up to a maximum of 26 weeks.

- 27.16.2 An employee shall not receipt payments under both article 27.16.1 and the Letter of Agreement re Former Article 38 – Termination Payments, arising from the same event.

27.17 Enhanced Severance

- 27.17.1 In addition to the severance entitlement in Article 27.16, an employee who is laid off shall receive one (1) additional week of salary for each year of service, with no maximum.

- 27.17.2 Where an employee advises the employer of preferences for payment of severance under article 27.16 and/or enhanced severance under article 27.17 to ensure tax-effective treatment, the Employer will comply subject to requirements at law.

27.18 Pension Bridging Option

- 27.18.1 A surplus employee is entitled to take a pension bridging option as a leave of absence without pay but with the continued accrual of pension credits, if the sum of:

- (a) the six (6) month notice period;
- (a) the number of weeks of paid leave of absence that the employee's severance under Article 27.16 can be converted into.
- (b) a maximum of two (2) years leave of absence without pay, but with continued accrual of pension credits

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

- 27.18.2 Surplus employees who choose this option shall waive all rights to bumping, targeted direct assignment, pay-in-lieu and recall

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

- (a) determine the total amount of time from the date on which the employee receives the surplus notice that is needed for the individual to reach the next earliest of their actuarially unreduced pension options and, from that amount, subtract:
 - (i) the employee's six-month notice period; and
 - (ii) the number of weeks of paid leave of absence that the employee's severance under Article 27.16 can be converted into.
- (b) the remainder, to the extent that it is no more than two (2) years, shall be available as a leave of absence without pay but with continued accrual of pension credits. During the leave without pay, employees may choose to purchase all benefit coverage with the exception of STSP and LTIP.

27.18.4 The leaves of absence shall commence before the conclusion of the employee's six-month notice period and shall be taken as follows:

- (a) the unpaid leave of absence, the maximum length of which is determined in accordance with Article 27.18.3 (b) above, shall be taken first. During this leave of absence, in lieu of the employee's pension contributions being made directly by the employee, the employee's right to enhanced severance under Article 27.17 shall be reduced by an equivalent amount, which the Employer shall pay into the pension plan and the Employer contributions shall also be paid into the pension plan;
- (b) the leave of absence with pay equal to the employee's number of weeks of severance under Article 27.16 shall be taken after the leave without pay in Article 27.18.4 (a). During this leave of absence the employee's pension contributions shall be deducted from the employee's biweekly payments;
- (c) at the conclusion of the leave of absence with pay the employee shall return to complete whatever portion of the six-month notice period remains. At the end of this period the employee:
 - (i) shall retire;
 - (ii) shall receive the enhanced severance, reduced by an amount equivalent to their pension contributions for the unpaid leave of absence; and
 - (iii) shall be entitled to exercise their right to an actuarially unreduced pension.

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27.19 Labour Adjustment & Training

- 27.19.1 Group sessions and written material will be offered to AMAPCEO unit employees about their job security entitlements, including how to complete an Employee Form, information on severance, pension entitlement and employment insurance. More detailed information shall be given, as early as possible, to employees to be declared surplus.
- 27.19.2 Employees will be provided with services through the Employee & Family Assistance Program, on as as-needed basis.
- 27.19.3 Employees available for direct assignment will be provided with job search support, and will be permitted reasonable time during working hours, without loss of pay or credits for transitional support activities (e.g. interviews, job search activities and retraining or counselling activities) and such time off will not be unreasonably denied.
- 27.19.4 Surplus employees available for targeted direct assignment are also eligible for training/ retraining. The need for training and retraining will vary among surplus employees and will be determined jointly by the employee and the Employer and shall address:
- (a) career planning, résumé writing, interview skills, job search techniques; and
 - (b) skills deficiencies identified in the Employee Form, and/or improvements needed to increase the likelihood of a targeted direct assignment; or
 - (c) skills development to enhance employability.
- 27.19.5 Where a surplus employee available for targeted direct assignment is an Indigenous employee or an employee with disabilities and requires a longer training period, their notice period shall be extended until the completion of their training plan.
- 27.19.6 When a targeted direct assignment takes place, employees shall not be unreasonably denied the opportunity to complete any portion of training already underway.

27.20 Application of Job Security Provisions to Part time Employees

- 27.20.1 The job security provisions of this agreement shall apply to regular part-time employees subject to the following modifications:
- (a) Bumping options for regular part time employees shall be restricted to part time positions.

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- (b) In Article 27.10 and 27.11, when identifying the vacancies into which the surplus permanent part time employee could be assigned, the Employer shall use the same criteria for identifying possible vacancies as are used for full-time employees.
- (c) A permanent part-time employee who refuses a targeted direct assignment to an AMAPCEO unit permanent part-time position shall forfeit all further rights under Article 27.11, 27.13, 27.15 (with the exception of the right to apply to restricted competitions for a twenty-four month period) and Article 27.19.2 and 27.19.3 and shall either be laid off at the end of the notice period or take a pay-in-lieu option for the remainder of the notice period under Article 27.9. However, a permanent part-time employee who refuses a targeted direct assignment to an AMAPCEO unit full-time permanent position shall not forfeit any rights under the job security provisions of this Agreement.

27.21 Reports to AMAPCEO

27.21.1 On a monthly basis, the Employer shall provide AMAPCEO with the following information:

- (a) a list of all AMAPCEO unit employees on either the current surplus list or the recall rights list.
- (b) a list of all AMAPCEO unit employees who have requested voluntary exit or early retirement, including the name of the employee, as well as the job title and classification of the position.
- (c) a list of all permanent and temporary vacancies which were available that month. Report to include the position title, classification, functional area, competition number or similar reference, whether the position was filled by a surplus or recall employee or whether the posting was cancelled. If cancelled, the rationale shall be reported.
- (d) For temporary assignments, report to also include the start and end date, extensions, the name of the person filling the vacancy, their home position and home bargaining unit status.

27.21.2 These reports shall be provided to AMAPCEO in a sortable electronic format agreed to by the parties.

27.22 Dispute Resolution

27.22.1 Disputes arising out of the application, interpretation and administration of Article 27 will be filed directly at the Formal Resolution Stage.

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27.22.3 If AMAPCEO makes a written request with respect to a specific position after filing a Dispute, the Employer will provide AMAPCEO with an explanation of:

- (a) the Employer's decision that the employee did not meet the entry level qualifications to be assigned to a specific position in accordance with Article 27.11; or
- (b) the Employer's decision that an employee was not qualified to bump into a specific position in accordance with Article 27.14.

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ARTICLE 28 – RELOCATION OF POSITION

[The Parties agree to remove this article in light of the Multiple Workplaces LOU]

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ARTICLE 29 – HOLIDAYS

29.1 An employee shall be 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 Lieutenant Governor.

29.2 Where a holiday specified in 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.

29.3 Article 29.2 does not apply to New Year's Day, Canada Day, Remembrance Day, Christmas Day and Boxing Day in respect of an employee whose work schedule is subject to rotating work weeks that include scheduled week-end work on a regular or recurring basis.

29.4 Where an employee is scheduled to work on one of the holidays listed in Article 29.1 and is unable to do so because of illness, or absence on Workers' Compensation, there will be no deduction from the employee's Short-Term Sickness Plan or accumulated credits, and the holiday will be deemed to have been taken.

29.5 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.

29.6 An employee required to work on any holiday specified in Article 29.1 is entitled to compensating leave of one and one half (1.5) hours for each hour worked.

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ARTICLE 30 – VACATION

- 30.1 ~~Effective January 1, 2015, a~~ **A**n employee shall earn vacation credits at the following rates:
- (a) One and three quarters (1 3/4) days per month during the first eight (8) years of continuous service (twenty-one (21) days per full calendar year);
 - (b) Two and one sixth (2 1/6) days per month after eight (8) years of continuous service (twenty-six (26) days per full calendar year);
 - (c) Two and three fifths (2 3/5) days per month after fifteen (15) years of continuous service (thirty-one (31) days per full calendar year);
 - (d) Three (3) days per month after twenty-six (26) years of continuous service (thirty-six (36) days per full calendar year);
 - (e) Where an employee has completed twenty-five (25) years of continuous service in the public service, there shall be added to the employee's accumulated vacation, on that occasion only, five (5) days vacation.
- 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 Ontario Public Service;~~
- 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 ~~his or her~~ **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.

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- 30.6 An employee may accumulate vacation credits to a maximum of twice ~~his or her~~ 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 is prevented from reducing ~~his or her~~ their accumulated credits under Article 30.6 as a result of,
- (a) an injury for which an award is granted under the *Workplace Safety and Insurance Act, 1997*;
 - (b) a total disability; or
 - (c) an extraordinary requirement of the Employer,
- The ~~employee's Deputy Minister~~ Employer shall grant to the employee, at ~~his or her~~ the employee's request, a leave of absence with pay to replace the vacation credits.
- 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 ~~his or her manager or designee~~ the Employer, may take vacation to the extent of ~~his or her~~ their vacation entitlement and ~~his or her~~ their accumulated vacation credits shall be reduced by the vacation taken. Such approval will be subject to operational requirements, but, it is also agreed that such approval will not be unreasonably withheld.
- 30.10 An employee who completes twenty-five years of continuous service on or before the last day of the month in which the employee attains sixty-four years of age is entitled, after the end of that month, to five days of pre-retirement leave with pay.
- 30.11 Where an employee leaves ~~the public service~~ FSRA prior to the completion of six months of continuous service, ~~he or she~~ the employee is entitled to vacation pay at the rate of 4 per cent of the earnings of the employee during the period of ~~his or her~~ their employment.
- 30.12 An employee who has completed six or more months of continuous service ~~in the public service~~ shall be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date ~~he or she~~ they cease to be an employee.

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- 30.13 An employee who has completed six or more months of continuous service in the public service is entitled, upon request by the employee, to be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date on which ~~he or she qualifies~~ they qualify for payments under the Long Term Income Protection plan.
- 30.14 Where an employee ceases to be an employee, there shall be deducted from the employee's accumulated vacation credits an amount in respect of the whole months remaining in the year after the person ceases to be an employee computed at the rate set out in Article 30.1.
- 30.15 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 38 (Termination Payments) and Article 40 (Entitlement on Death) and from any salary to which the employee may be entitled.
- 30.16 ~~As soon as practicable following the end of each quarter of the year, information regarding the number of vacation and other credits to which he or she is entitled shall be made available to each employee directly or where the information is available to the employee electronically, this shall be sufficient.~~
- Information regarding the number of vacation and other credits to which an employee is entitled shall be made available electronically and shall be kept up to date and be accessible to employees.

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ARTICLE 31 - BENEFIT PLANS FOR FULL TIME EMPLOYEES

31. Benefits – General

31.1 “Benefit Plans” in Articles 31-36 means the Basic Life Insurance Plan, the Supplementary & Dependent Life Insurance Plan, the Supplementary Health and Hospital Insurance Plan, (including vision and hearing aid coverage), the Dental Plan, and the Long Term Income Protection Plan in force as of September 1, 1997 with the Great West Life Assurance Company or any successor Plan.

31.2 Subject to the provisions of this Agreement, the benefits contained in the Benefit Plans as they were constituted on September 1, 1997 shall be provided to full time employees on the same terms and conditions as were in place on September 1, 1997. These benefits and terms and conditions may only be altered by mutual agreement of the parties.

31.3 During leaves-of-absence with pay, full benefit coverage will continue. The Employer and employee will continue to pay the applicable premiums.

31.4 During pregnancy and parental leave, an employee who participates in any Benefit Plan may continue to do so unless ~~he or she elects~~ they elect 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.

31.5 The benefits contained in the Benefit Plans are supplemented by the provisions of Articles 32 - 36. Where a conflict exists between the provisions of a Benefit Plan and this Agreement, the provisions of this Agreement shall prevail.

31.6 Where an existing **OPS-FSRA** employee permanently moves into or from a position not covered by a Benefit Plan (as defined in Article 31.1) coverage for Basic, Supplementary and Dependent Life Insurance shall continue without there being any requirement for the employee to provide evidence of insurability. In addition, in the case of a bargaining unit employee moving to a permanent position not covered by the Benefit Plans, coverage under the Benefit Plans shall cease on the date on which coverage under any new insurance plan covering the employee in the new permanent position commences. In the case of existing **OPS FSRA** employees moving into a permanent position covered by the Benefit Plans, coverage shall commence on the date on which coverage under any previous insurance plans ceases.

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31.7 Employees are entitled to a full explanation from the Carrier(s) when claims are refused under a Benefit Plan.

31.8 Family coverage for the following benefits shall include coverage for ~~same sex partners~~ **partners of any gender**; Supplementary and Dependant Life Insurance (Article 33), Supplementary Health and Hospital Insurance (Article 34), Dental Plan (Article 35).

31.9 The employee's share of the annual Employment Insurance (EI) rebate will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

31.10 The Employer shall provide AMAPCEO with a copy of the master plan, the benefits booklet, and any additional information that FSRA can obtain from the carrier as the policyholder as may be reasonably requested by AMAPCEO.

~~32.2.2.3~~ **31.11** AMAPCEO, with signed authorization from the employee, shall be entitled to full disclosure from the Carrier(s) when claims are refused under a Benefit Plan.

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ARTICLE 32 - JOINT BENEFITS COMMITTEE

[Housekeeping Note: The Parties have agreed to the removal of this article following agreement on :

- Articles 31.10, 31.11 AND PT 8.10, 8.11
- Revised article 12.4

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ARTICLE X – HEALTH CARE SPENDING ACCOUNT

X.1 The Employer shall provide employees enrolled in the Supplementary Health and Hospital Plan and/or Dental Plans a Health Care Spending Account (HCSA) in the amount of \$525 representing entitlement for the 2024 calendar year. This is the total maximum amount available to the employee including dependents. Notwithstanding X.4 this amount will be carried forward until December 31, 2025.

Beginning in 2025, the Employer shall provide employees enrolled in the Supplementary Health and Hospital Plan and/or Dental Plans a Health Care Spending Account (HCSA) in the amount of \$525 per calendar year. This is the total maximum amount available to the employee including dependents.

X.2 The HCSA must be utilized for eligible medical expenses as defined in the Income Tax Act.

X.3 Coverage under the HCSA is applicable to the eligible employee and eligible dependents. This includes any dependent that the employee could claim as an eligible dependent under Canada Revenue Agency (“CRA”) guidelines. Eligible medical expenses, incurred by the employee and/or the employee’s eligible dependents, if any, can be claimed through the employee’s account.

X.4 Any remaining annual balance in the account shall carry over for a maximum of one calendar year. If the carry over balance is not used at the end of the carry over year, it is forfeited.

X.5 New employees are eligible for HCSA credit effective the first day of the month following the month in which the employee has completed two (2) months of continuous service.

X.6 All coverage under the HCSA will be cancelled effective as of the last day of the month in which employment terminates.

X.7 For clarity, the HCSA is not an insured benefit and is not part of the Supplemental Health and Hospital Plan and/or Dental plan. This amount is not taxable to employees.

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ARTICLE 33 – LIFE INSURANCE

[Housekeeping Note: No change]

- 33.1 The Employer shall pay one hundred percent (100%) of the monthly premium for basic life insurance coverage for full time employees covered by this Collective Agreement.
- 33.2.1 Employees, at their option, are entitled to purchase supplementary and/or dependent life insurance. Employees must pay the full premium for this coverage. Spousal life insurance choices are from \$10,000 to \$200,000 and dependent child life insurance choices are \$1,000, \$5,000, \$7,500 or \$10,000.
- 33.2.2 Supplemental life insurance will terminate at the earlier of the end of the calendar month in which employment ceases, or the date the employee ceases paying the premium for supplementary life insurance.
- 33.2.3 Dependent life insurance will terminate at the earlier of the end of the calendar month in which employment ceases, or the date a dependent ceases to be an eligible dependent, or the date the employee ceases paying the premium for dependent life insurance.
- 33.3 Where on termination of employment there is a right to convert life insurance into another form of life insurance policy, the Employer shall advise all terminating employees of their right to make this conversion in writing prior to the employee's last day of employment.

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ARTICLE 34 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

34.1 The Employer shall pay one hundred percent (100%) of the monthly premiums for the basic Supplementary Health and Hospital Insurance, **including vision and hearing aid coverage**, for all employees covered by this Collective Agreement. ~~Where an employee chooses, the employer shall pay eighty per cent (80%) of the monthly premiums for vision coverage and sixty per cent (60%) for hearing aid coverage, which shall continue to be a combined benefit under the Supplementary Health and Hospital Insurance Plan. The employee shall pay the remaining twenty and forty percent (20% and 40%), respectively, of the monthly premiums through payroll deduction.~~

~~Effective April 1, 2010, where an employee chooses, the Employer shall pay one hundred percent (100%) of the monthly premiums for vision coverage and for hearing aid coverage, which shall continue to be a combined benefit under the Supplementary Health and Hospital Insurance Plan.~~

34.2 The Supplementary Health and Hospital Insurance Plan shall include reimbursing employees for the following eligible expenses:

(a) ~~Effective January 1, 2015,~~ Ninety percent (90%) of the cost of all prescription drugs that by law require a physician's prescription, including injectable drugs, and medicines prescribed by a licensed physician or other licensed health professional who is legally authorized to prescribe such drugs, and dispensed by a licensed pharmacist or by a physician legally authorized to dispense such drugs and medicine. Provided that a generic drug is listed in the Canadian Pharmaceutical Association Compendium of Pharmaceuticals and Specialities, reimbursement for drugs covered by the Plan will be based on the cost of the lowest priced generic version of the drug unless the prescribing physician or health professional stipulates no substitution, in which case the reimbursement will be based on the cost of the drugs prescribed. Reimbursement of prescription drugs will include a three dollar (\$3) deductible per prescription to be paid by the employee.

(b) Reimbursement for private or semi-private room and board shall be up to one hundred and twenty dollars (\$120.00) per day beyond the cost of standard ward care.

(c) ~~Effective January 1, 2015,~~ One hundred percent (100%) of the cost of diagnostic procedures. For the purposes of this section "diagnostic procedures" shall

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comprise diagnostic laboratory or X-ray procedures, excluding eye examinations, conducted in a licensed laboratory when prescribed by a registered physician for the purposes of obtaining a medical diagnosis.

For clarity, coverage shall not apply in respect of claims for diagnostic procedures that are:

- i) elective; or
- ii) conducted for research, study or experimental purposes.

(d) vision and hearing aid coverage shall include reimbursing employees for the following, subject to a ten dollar (\$10) deductible per person per calendar year, to a maximum of twenty dollars (\$20) per family per calendar year. Vision and hearing aid coverage shall be reimbursed:

- up to three hundred and forty dollars (\$340.00) per person in any consecutive twenty-four month period following the date the expense is incurred, for the purchase, fitting or repair of spectacle lenses, frames or contact lenses prescribed by an Ophthalmologist or Optometrist, or laser eye correction surgery performed by a licensed practitioner providing services within the scope of their license.
- ~~Effective January 1, 2015, the Supplementary Health and Hospital Plan shall provide for the reimbursement of~~ the cost of one routine eye examination every twenty four (24) months independent of the vision care maximum. For clarity, the twenty four (24) month period shall, for each employee, commence from the last date the employee had a routine eye examination.
- ~~Effective January 1, 2015,~~ up to twelve hundred dollars (\$1200.00) per person in any four (4) year ~~consecutive period (whether prior to or after January 1, 2015)~~ for the purchase and/or repairs of hearing aids (excluding batteries) prescribed by a physician certified as an otolaryngologist or by a qualified audiologist

(e) paramedical services include the following coverage per employee and each of their dependants:

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(i) the services of an acupuncturist, at the rate of thirty-five dollars (\$35) per visit to an annual maximum of twelve hundred dollars (\$1200);

(ii) the services of a speech therapist, at the rate of forty dollars (\$40) per half hour, to an annual maximum of fourteen hundred dollars (\$1400);

(iii) the services of a chiropractor, osteopath, naturopath, podiatrist, chiropodist, physiotherapist and masseur, if licensed and practising within the scope of their license, to a maximum of thirty-five dollars (\$35) per visit for each visit, not subsidized by OHIP, and to an annual maximum of twelve hundred dollars (\$1200) for each type of service,

(f) the services of a psychologist **at reasonable and customary limits**, to an annual maximum of ~~fourteen hundred dollars (\$1400)~~ **two thousand dollars (\$2,000)**. Coverage shall also include services rendered by a social worker with a Master's Degree in Social Work **or a psychotherapist**, where such services are equivalent to the services that would otherwise be provided by a psychologist;

(g) ~~Effective January 1, 2015~~, Orthopaedic Shoes: Custom-made orthopaedic shoes, or modifications to stock, off-the-shelf orthopaedic shoes, specifically designed and constructed for the employee or dependent (or have been modified to accommodate the person's particular medical needs) when prescribed by a physician, podiatrist or chiropodist are covered at seventy-five percent (75%) of the cost or repair of one (1) pair per calendar year to a maximum of five hundred dollars (\$500) per year;

(h) ~~Effective January 1, 2015~~, Orthotic Appliances: Corrective shoe inserts specifically designed and constructed for the employee or dependent and prescribed by a physician, chiropractor, podiatrist or chiropodist are covered at one hundred percent (100%) of the cost or repair of one (1) pair per year to a maximum of five hundred dollars (\$500) per calendar year;

(i) ~~Effective January 1, 2015 the Supplementary Health & Hospital Plan will be amended to include coverage~~ **Coverage** for Diabetic Pumps and Supplies as follows:

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(i) Purchase of Insulin Infusion Pumps to a maximum of two thousand dollars (\$2,000) any 5 consecutive years ~~(whether prior to or after January 1, 2015)~~ per person.

(ii) Purchase of Insulin Jet Injectors (eg. Medi-injectors, preci-jets) to a lifetime maximum of one thousand dollars (\$1,000).

(iii) Purchase and/or repair of one Blood Glucose monitoring machine per any consecutive four (4) year period ~~(whether prior to or after January 1, 2015)~~ to a maximum of four hundred dollars (\$400) per person. **Coverage includes continuous blood glucose monitors and flash glucose monitors.**

(iv) 100% of the purchase of supplies required for the use of the above referenced diabetic appliances, to a calendar year maximum of two thousand dollars (\$2,000) per person (Insulin will continue to be reimbursed as an eligible drug, not through this article).

34.3 If the coverage of an employee or an employee's dependant for Supplementary Health and Hospital Insurance terminates when the employee or the dependant is pregnant, benefits shall be payable for pregnancy related expenses until the date of the baby's delivery.

34.4 **Coverage for Employees Who Are Totally Disabled**

Where a totally disabled employee is not eligible for the Long Term Income Protection Plan, the employee's Supplementary Health and Hospital Insurance coverage shall continue so long as the employee is receiving benefits under the Short Term Sickness Plan or is using accumulated credits, or beyond that point, if the employee chooses to pay the full premium for continued coverage. In such cases, if the employee is subsequently approved for benefits under the Long Term Income Protection Plan, the employee will be reimbursed for any premiums paid directly by the employee.

34.5 **Coverage for Dependants of Deceased Employees**

The Supplementary Health and Hospital Insurance coverage of eligible dependants of a deceased employee shall continue for one (1) year from the date of the death of the employee.

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- 34.6 Effective June 1, 2009, the Supplementary Health and Hospital Plan excludes coverage for expenses incurred outside Canada.
- 34.7 The Employer agrees to provide employees with a Drug Card, which shall provide for direct payment of drug costs at the point of purchase, subject to the limitations set out below.

The Drug Card program shall include the following elements:

(a) Employees shall be obliged to enrol themselves and all eligible participants in the Drug Card program before coverage shall be provided to the respective employee or eligible participant.

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

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

(d) A separate and distinct insured benefits plan number will be established for administrative purposes only (no separate experience rating).

(e) This article does not change, alter or amends the drugs covered by AMAPCEO's plan, or any other benefit or entitlement, and is intended solely to provide for direct payment of the current drug plan.

34.8 **Catastrophic Drug Plan For Regular Employees**

~~Effective January 1, 2015, all~~ **All** active employees will be enrolled in a mandatory, employee-paid catastrophic drug coverage plan that will provide 100% coverage for drug costs over an eligible drug claim cost threshold of \$10,000 per eligible patient (employee, spouse and eligible dependent children), in a calendar year.

(a) A patient's eligible claims for drug purchases up to the \$10,000 per calendar year threshold will be reimbursed at 90% subject to the coverage terms set out in Article 34.2 (a).

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

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

34.9 Out-of-Country Medical Coverage

34.9.1 ~~Effective January 1, 2018, the~~ The Employer will provide all employees with the option to enrol in ~~in~~-out-of-country medical coverage. Employees who choose to enrol in this coverage will be responsible for 100% of the monthly premium.

34.9.2 Subject to Article 34.9.1, an employee may apply to enrol in this coverage upon hire or at any time thereafter. Where an employee enrolls and later decides to terminate coverage, ~~his or her~~ their decision is irrevocable and they will not be able to re-enrol.

ARTICLE 35 – DENTAL PLAN

35 Reimbursement of Dental Expenses

35.1 The Employer shall pay one hundred percent (100%) of the monthly premiums for basic dental care services, denture services, orthodontic services and major restorative services for all full time employees covered by this agreement.

~~Effective January 1, 2015, dental~~ Dental coverage shall include a fifty dollar (\$50) single or family deductible per calendar year.

35.2 ~~Effective January 1, 2015, employees~~ Employees shall pay the cost of dental care directly and the insurance carrier shall reimburse the employee, based on the Ontario Dental Association fee guide lag of one year in each year of the collective agreement at the following percentages:

(a) eighty-five percent (85%) for basic dental care services, which shall be amended to include the following coverage:

(i) pit and fissure sealant treatment, and fluoride treatment coverage under the plan shall be limited to eligible dependant children aged six (6) to eighteen (18) years; and

(ii) the dental recall period shall be extended to nine (9) months except for dependant children age twelve (12) and under.

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(b) fifty percent (50%) for denture services with a lifetime maximum amount payable of three thousand dollars (\$3,000) per person.

(c) fifty percent (50%) for orthodontic services for dependant children between the ages of six (6) and eighteen (18) with a lifetime maximum amount payable of three thousand dollars (\$3,000) per child;

(d) fifty percent (50%) for major restorative services with an annual maximum amount payable of two thousand dollars (\$2,000) per person.

35.3 Dental Claim Reimbursement Option

35.3.1 ~~Effective June 16, 2017, and notwithstanding~~ **Notwithstanding** Article 35.2, employees have the option, with the agreement from the dentist, to authorize the insurance carrier to pay their dentist directly for eligible claim expenses. For clarity, this shall not impact eligibility requirements or coverage of dental benefits and employees are responsible for making payments to the dentist at the time of service for any applicable deductible and out of pocket expenses not covered by the Dental Insurance Plan.

~~35.3.2 Notwithstanding the option referred to in Article 35.3.1, employees may continue to pay the dentist directly for any services provided and submit claims to the insurance carrier for reimbursement of eligible expenses.~~

35.4 Coverage for Dependants of Deceased Employees

The Dental Plan coverage for eligible dependants of a deceased employee shall continue for one (1) year from the date of the death of the employee.

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ARTICLE 36 – LONG TERM INCOME PROTECTION

36. Long-Term Income Protection

36.1 ~~The Employer shall pay eighty five percent (85%) of the monthly premium costs for every full time employee who is eligible for coverage subject to Article 36.5.2 and the employee shall pay the balance of the premium costs through payroll deduction.~~

~~Effective April 1, 2010, the~~ The Employer shall pay one hundred per cent (100%) of the monthly premium costs for every full time employee who is eligible for coverage subject to Article 36.5.2.

36.2 ~~Effective January 1, 2010 until December 31, 2014, the total monthly payment of LTIP under the Plan shall be increased by up to 2.5% based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.~~

~~Effective January 1 2015, and thereafter, the~~ The total monthly LTIP benefit payment under the plan shall be adjusted by an increase equal to those provided for under Article 44.

36.3 Every full-time permanent employee ~~appointed to the regular service on or after March 1, 1971~~ shall participate in the plan. ~~An employee who was appointed to the regular service before March 1, 1971,~~

~~(a) where the employee was participating in the Plan on December 19, 1975, is entitled to continue to participate in the Plan or to cease participating in the Plan; or~~

~~(b) where the employee was not participating in the Plan on December 19, 1975, is, upon producing evidence of medical eligibility satisfactory to the insurer under the Plan, entitled to participate in the Plan, and is thereafter entitled to cease participating in the Plan.~~

36.4 Where the Employer is paying all or part of the premiums for an employee who participates in one or more of the Benefit Plans and the employee is approved for benefits under the Long-term Income Protection Plan, the employee's coverage under the Plans shall continue at the Employer's cost in respect of the time for which the employee is receiving or is qualified to receive LTIP benefits. In addition, the Employer will make all pension contributions on behalf of

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the employee and on its own behalf in respect of the time for which the employee is receiving or is qualified to receive LTIP benefits.

- 36.5.1 The LTIP benefits commence after a qualification period of six (6) months from the date the employee becomes totally disabled, unless the employee elects to continue to use accumulated attendance credits on a day-to-day basis after the six (6) month period. ~~Effective June 1, 2009, benefits~~ LTIP benefits shall be calculated based on the employee's salary at the first date of eligibility to receive LTIP benefits.
- 36.5.2 The LTIP coverage will terminate on the earliest of the following:
- (a) at the end of the calendar month in which the employment ceases;
 - (b) the end of the calendar month an employee attains the age of sixty-four (64) years and six (6) months;
 - (c) the date an employees enters the armed forces of any country on a full-time basis;
 - (d) the first of the month following the commencement of an employee's approved leave of absence without pay where the employee does not elect to pay the required premium.
- 36.5.3 The LTIP benefits payments continue until the earliest of:
- (a) the employee ceases to be totally disabled as defined in the plan;
 - (b) death;
 - (c) the date on which the employee attains the age of sixty-five (65) years.
- 36.6 Rehabilitative plans or programs for employees receiving LTIP benefits, whether with ~~the OPS~~ FSRA or another Employer, shall be required where recommended by the Carrier. In arranging such plans or programs, the Employer will take into account the employee's training, education and experience. If a person does not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the Carrier, the employee will no longer be entitled to benefits.

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- 36.7 The Employer shall not permanently fill the position of an employee during the qualifying period and the first twenty-four (24) months of the benefit period.
- 36.8 Where, during the benefit period, the employee is able to perform the essential duties of ~~their his or her~~ position and the position has not been declared surplus, ~~he or she they~~ shall resume work, as directed by the Employer, within two weeks of the date that LTIP benefits cease. Where, for accommodation reasons, an employee cannot be returned to ~~his or her their~~ position within the two week period, the Employer shall grant a leave of absence with pay pending the completion of the accommodation requirements, but in no event shall the leave of absence with pay exceed three months. The employee shall return to work, when accommodations are completed, on the date specified by the Employer. In order to be eligible for leave of absence with pay, the employee shall co-operate with the Employer regarding the return-to-work arrangements.
- 36.9.1 When an employee who has been receiving or was eligible to receive LTIP benefits is deemed able to perform the essential duties of ~~his or her their~~ position but the position is no longer available due to the application of Article 36.7, the employee shall have all rights and entitlements under Article 27. Where no direct assignment, bump or unreduced pension/pension bridge is identified for and/or chosen by the employee on ~~his or her their~~ return, ~~he or she they~~ shall be eligible immediately for a temporary assignment, if available (despite Article 27.10.1 limiting eligibility for temporary assignments). The employee will be eligible for one temporary assignment only. If the employee refuses the offer of a temporary assignment, no further temporary opportunities will be sought for ~~him or her them~~.
- 36.9.2 The temporary assignment can be extended at the Employer's discretion except as limited by Article 18.7.2. Time spent on the temporary assignment does not constitute a hiatus in the employee's notice period. Therefore, should no direct assignment be found for the employee, ~~his or her their~~ employment ends at the termination of either the notice period or the temporary assignment, whichever is later. The employee will receive salary protection, if applicable, only during the six (6) month notice period.
- 36.10 A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be provided to an employee and this document shall not be considered as termination of employment.

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ARTICLE 37 – SHORT TERM SICKNESS PLAN

37.1 ~~Effective January 1, 2015, a~~ **A** full time employee who is unable to attend to ~~his or her~~ **their** duties due to sickness or injury is entitled, in each calendar year, to leave of absence,

- (a) with regular salary for the first six (6) working days; and
- (b) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days.

37.2 An employee is not entitled to a leave of absence with pay under this Article until after completion of, in the case of a full time employee, twenty (20) consecutive working days of employment.

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 working days shall mean twenty (20) consecutive scheduled days of work for that employee.

37.3 An employee who is on leave of absence with pay under this Article that commences on a regularly scheduled working day in one (1) calendar year and continues to include a regularly scheduled working day in the next following year is not entitled to leave of absence with pay under this Article for a greater number of working days than are permitted under Article 37.1 in the two (2) years until the employee has again completed the service requirement described in Article 37.2.

37.4 An employee who was on leave of absence with pay under this Article for the number of days in a year permitted under Article 37.1 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 37.2.

37.5 The pay of an employee under this Article is subject to,

- (a) all deductions for Benefit Plans coverages referred to in Articles 31 to 36 of the Agreement and under the Public Service Pension Act 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.

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- 37.6 Information regarding the use of Short Term Sickness Plan days shall be available pursuant to Article 30.16.
- Use of Accumulated Credits
- 37.7 Accumulated credits includes vacation credits, ~~compensation option credits~~, compensating time off and attendance credits.
- 37.7.1 An employee who is on leave of absence and receiving pay under Article 37.1(b) is entitled, at the employee's option, to have sufficient credits deducted from the employee's accumulated credits for each day to which Article 37.1(b) applies and to receive regular salary for each such day.
- 37.7.2 An employee who is absent from employment due to sickness or injury beyond the total number of days leave of absence with pay provided for in Article 37.1 shall have ~~his or her~~ their accumulated attendance credits reduced by a number of days equal to the number of days of such absence and is entitled to leave of absence with pay on each such day.
- 37.7.3 Article 37.7.2 does not apply to an employee who qualifies for and elects to receive benefits under the Long Term Income Protection Plan instead of using ~~his or her~~ their accumulated attendance credits.
- 37.8 After seven (7) consecutive calendar days absence caused by sickness or injury, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's manager or designee, certifying that the employee is unable to attend to official duties.
- 37.9 Despite Article 37.8, where the Employer has reason to suspect that there may be an abuse of sick leave, the Manager may require an employee to submit a medical certificate, at the Employer's expense, for any period of absence.
- 37.10 Where, for reasons of health, an employee is frequently absent or unable to perform ~~his or her~~ their duties, the Employer may require ~~him or her~~ the employee to submit to a medical examination at the expense of the Employer. 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 to perform the examination. When agreement is not reached, the employee may choose a qualified medical practitioner from the referral service of the College of Physicians and Surgeons. 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.

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- 37.11 For the purposes of this Article, the service requirement in Article 37.2 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.

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ARTICLE 38 – TERMINATION PAYMENTS

[Housekeeping note: Remove article 38 and replace it with the Letter of Agreement Re Former Article 38 Termination Payments]

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ARTICLE 39 – WORKERS’ COMPENSATION

- 39.1 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*, ~~his or her~~ **their** salary shall continue to be paid for a period not exceeding thirty (30) regularly scheduled working days. If a loss of earnings award is not made, any salary paid in excess of that to which ~~he or she~~ **the employee** is entitled under Article 37 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.
- 39.2 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 accumulated 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 accumulated credits (vacation, time-in-lieu, **and** attendance credits ~~and compensation option credits~~).
- 39.3 Where an employee receives a loss of earnings award under the *Workplace Safety and Insurance Act, 1997*, the Employer will continue subsidies for Basic Life, LTIP, Supplementary Health and Hospital and the Dental 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 ~~his or her~~ **their** share.
- 39.4 For vacation purposes and for purposes of determining qualification for severance pay under Article 38, (Termination Payments) the period of Workers’ Compensation absence is included in determining an employee’s years of continuous service.

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ARTICLE 40 – ENTITLEMENT ON DEATH

- 40.1 Where a **regular permanent** employee who has served for more than six (6) months dies, there shall be paid to the employee's personal representative or if there is no personal representative to ~~such person as the Public Service Commission determines~~ **the employee's estate**, the sum of one-twelfth of the employee's annual salary.
- 40.2 Any severance pay to which ~~an~~ **regular** employee is entitled under Article 38 (Termination Payments) shall be reduced by an amount equal to any entitlement under Article 40.1.

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ARTICLE 41- MEAL ALLOWANCE

41.1 Meal reimbursement shall be in accordance with the Employer's Travel, Meal and Hospitality Expenses Directive but shall not be less than:

~~In accordance with the Employer's Travel, Meal and Hospitality Expenses Directive as of November 2004 (& revised January 2017), which shall not be altered for this bargaining unit without the consent of the Association, reimbursement rates for meals incurred on or after January 1, 2017, shall be:~~

Breakfast \$10.00
Lunch \$12.50
Dinner \$22.50

41.2 If any other employees at FSRA are reimbursed for meals at a higher rate as a result of a collective agreement or employer policy, employees in the AMAPCEO bargaining unit shall also be reimbursed at the higher rate.

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

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ARTICLE 42 - KILOMETRIC RATES AND USE OF PRIVATE VEHICLE

42.1 **Kilometric reimbursement shall be in accordance with the Employer's Travel, Meal and Hospitality Expenses Directive but shall not be less than:**

Kilometres Driven	Southern Ontario	Northern Ontario
0 - 4,000 km	40 cents /km	41 cents /km
4,001 - 10,700 km	35 cents /km	36 cents /km
10,701 - 24,000 km	29 cents /km	30 cents /km
over 24,000 km	24 cents /km	25 cents /km

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

If any other employees at FSRA are reimbursed for travel at a higher rate as a result of a collective agreement or employer policy, employees in the AMAPCEO bargaining unit shall also be reimbursed at the higher rate.

42.2 Kilometres are accumulated on the basis of a fiscal year (April 1 to March 31 inclusive).

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

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ARTICLE 43 – ISOLATION PAY

[Housekeeping note: The parties agree to delete this article]

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ARTICLE 44 – SALARY

[Housekeeping note: These changes to be reflected in Salary Schedule A]

- 44.1 Effective **April 1, 2022** ~~October 1, 2017~~, all salary rates in effect on **March 31, 2022** ~~September 30, 2017~~ will be revised to provide for an increase of **3%** ~~1.5%~~ across the board.
- 44.2 Effective **April 1, 2023** ~~April 1, 2019~~, all salary rates in effect on **March 31, 2023** ~~March 31, 2019~~ will be revised to provide for an increase of **3.5%** ~~1.0%~~ across the board.
- 44.3 Effective **April 1, 2024** ~~October 1, 2019~~, all salary rates in effect on **March 31, 2024** ~~September 30, 2019~~ will be revised to provide for an increase of **3%** ~~1.0%~~ across the board.
- ~~44.4 Effective April 1, 2020, all salary rates in effect on March 31, 2020 will be revised to provide for an increase of 1.0% across the board.~~
- ~~44.5 Effective October 1, 2020, all salary rates in effect on September 30, 2020 will be revised to provide for an increase of 1.0% across the board.~~
- ~~44.6 Effective April 1, 2021, all salary rates in effect on March 31, 2021 will be revised to provide for an increase of 1.0% across the board.~~
- ~~44.7 Effective October 1, 2021, all salary rates in effect on September 30, 2021 will be revised to provide for an increase of 1.0% across the board.~~
- 44.8 44.4** For clarity, Salary Schedule A of the Collective Agreement sets out the increases referred to above.

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ARTICLE 45 – MERIT PAY

45.1 **Merit Pay**

~~For employees in AMAPCEO classifications who are not at the maximum of their salary range:~~

45.1.1 ~~Effective April 1, 2013, For employees in AMAPCEO classifications who are not at the maximum of their salary range~~ a merit increase for a twelve (12) month work cycle coinciding with the employee's anniversary date shall be processed in an amount of 0-5% of the employee's his or her salary at the discretion of the Employer. An employee's merit increase for satisfactory performance shall be three percent (3%) of their his or her salary.

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

ARTICLE 46 – HOURS OF WORK

46.1 It is recognized by the parties that the hours of work for full-time employees in the AMAPCEO unit are ~~that which is set out in Section 3(1)(d) of the Management Board of Cabinet Compensation Directive, August 20, 2007, made under the Public Service of Ontario Act, 2006~~ 36.25 hours per week.

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

- (a) compensating leave of one (1) hour for each hour worked between 36.25 hours and 44 hours (inclusive) per work week, in respect of the total hours worked during the week on regularly scheduled work days; and
- (b) compensating leave of one and one-half (1.5) hours for each hour worked in excess of 44 hours per work week, in respect of the total hours worked during the week on regularly scheduled work days.

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- 46.2.2 Where the Employer authorizes an employee to work on ~~his or her~~ their day off, the employee shall receive compensating leave of one-one half (1.5) hours for each hour worked.
- 46.2.3 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 hour.
- 46.3.1 Where an employee works excess hours in accordance with Article 46.2.1, the employee shall accumulate compensating leave for such excess hours unless the employee requests, at the time the excess hours are worked, to be provided with pay-in-lieu of compensating leave. Where an employee requests pay-in-lieu of compensating leave, the Employer will not unreasonably withhold agreement for such payment. Compensating leave shall be taken at a time mutually agreed upon. When leave is requested, the Employer will not unreasonably withhold such agreement for such leave.
- When pay in lieu of compensating leave is requested, payment, calculated at the rates in place when the compensating leave was earned, shall be made within two (2) months of the pay period within which the excess hours were worked.
- 46.3.2 Where at the end of the calendar year an employee has remaining accumulated compensating leave, the employee and manager shall endeavour to agree on the scheduling of such compensating leave in an effort to utilize the compensating leave by June 30, and neither the employer nor employee will unreasonably withhold agreement. Failing agreement, the Employer shall reasonably determine the time of the compensating leave.
- 46.3.3 Compensating leave accumulated in a calendar year which is not used before June 30 of the following year, shall be paid, on a lump sum basis, at the rate it was earned (annual salary divided by 1891). On termination of employment, or on an employee assuming a permanent position outside the bargaining unit, an employee who has not used all of ~~his or her~~ their compensating leave earned under this article shall be paid, on a lump sum basis, for all remaining compensating leave hours. The lump sum payment will not increase the base salary for any purpose.
- 46.3.4 There shall be no duplication or pyramiding of any premium payments or compensating leave provided by the Collective Agreement.
- 46.4 An employee shall not be considered to be working overtime merely because they are carrying ~~a pager, computer, cell phone or blackberry~~ an electronic device owned by the Employer.

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- 46.5 When ~~regular~~ permanent part time employees, or fixed term employees who are scheduled to work less than 36.25 hours per week, work in excess of their scheduled number of hours, they shall be paid equal time up to 36.25 hours in a week. Thereafter, Article 46.2.1 applies. For clarity, Article 46.2.2 does not apply to hours worked on a day off which falls on a weekday, but does apply to hours worked on Saturdays and Sundays where they are not scheduled work days.
- 46.6 Recording: Compensating leave earned under this article will be added to the employee's accumulated compensating leave bank within 6 (six) weeks of the pay period within which the employee had properly submitted the required documentation to ~~his or her~~ their manager.

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ARTICLE 47 – ALTERNATIVE WORK ARRANGEMENTS

47.1 ~~The OPS~~ **FSRA** supports flexible work arrangements and building a flexible work culture demonstrating flexibility in when, where, and how people work. The purpose of the flexible arrangements is to respond to changing workplace expectations of employees of all ages, boost employee engagement and retain high-performing employees and demonstrate the Employer's commitment to being a modern Employer.

Alternative Work Arrangements (AWAs) may include but are not limited to: compressed work week, flexible hours with fluctuating start and end times, job sharing, pre-retirement part-time employment, and telecommuting/telework. AWAs may be entered into by mutual agreement between an employee and ~~his or her~~ **their** manager. In considering any AWA, the manager will consider, in good faith, both the employee's request and the operational viability of the AWA for the work site.

47.2 Arrangements related to compressed work week, flexible hours and job sharing entered into by an employee and ~~his or her~~ **their** immediate supervisor shall be adjusted and amended to reflect the provisions of Article 46.2 with necessary modifications. The parties' intent is that compensating leave would apply, in accordance with Article 46 as modified to address particular hours of work arrangements.

47.3 Where a manager seeks to cancel or amend an AWA, the manager shall provide notice to the affected employee(s) in writing at least one (1) month prior to the proposed cancellation or amendment.

47.4 ~~Each AMERC~~ **The AERC** shall enter into a reporting process on the current status of AWAs ~~in the ministry at FSRA~~, including identifying the number of AWAs that:

- (a) are currently in existence in worksites,
- (b) have begun in worksites within a mutually agreed upon period of time,
- (c) were cancelled in worksites within a mutually agreed upon period of time, and
- (d) were denied in worksites within a mutually agreed upon period of time.

47.5 The results of such reports may also be discussed at ~~ACERC~~ **the AERC**. All template agreements attached to the Letter of Understanding re Alternative Work Arrangements, including any local or other variations,

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must be approved and signed by the ~~Director, Centre for Employee Relations~~ **Chief Human Resources Officer** and the AMAPCEO President or their designees, before taking effect.

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ARTICLE 48 – RECLASSIFICATION TO ANOTHER BARGAINING UNIT

[Housekeeping note: no change]

- 48.1 No position or person in the bargaining unit, will be reclassified, nor will any other action be taken with respect to such position or person that is tantamount to reclassification, which reclassification or action tantamount to reclassification would have the effect of moving the position or the person from the AMAPCEO bargaining unit to another bargaining unit.

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ARTICLE 49 – COMPENSATION OPTION CREDIT

[Housekeeping note: The parties agree to delete this article]

AGREED TO ITEMS - FINAL

ARTICLE 50 - SHIFT PREMIUM

[Housekeeping note: The Parties agree to delete this article]

AGREED TO ITEMS - FINAL

ARTICLE 51 – BROADER PUBLIC SECTOR SECONDEES

[Housekeeping note: The parties agree to delete this article]

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ARTICLE 52 – INFORMATION AND INFORMATION TECHNOLOGY

- 52.1 For the purposes of this Article, “Information & Information Technology” is defined as any activity which involves the investigation, analysis, planning, acquisition, design, development, implementation, operation and maintenance of information technology, the management of information including the security of that information and/or the automation of business processes.
- 52.2 For purposes of this Article, a ~~“non-public servant”~~ **“non-FSRA employee”** is:
- (a) a person who ~~has not been appointed by the Public Service Commission is not a current employee of FSRA;~~ and
 - (b) who is engaged to perform work related to Information & Information Technology.
- 52.3 Persons employed or engaged by a supplier of I and IT equipment, hardware or software who are performing work in relation to the installation, maintenance and support of that equipment, hardware or software shall not be considered ~~“non-public servants”~~ **“non-FSRA employees”** for the purposes of this Article. There shall be no restriction regarding their use, and they shall not otherwise be covered by the terms of this Article, nor the reporting requirement in Article 52.6.
- 52.4 The use of a ~~“non-public servant”~~ **“non-FSRA employee”** to perform bargaining unit work does not constitute a violation of the Collective Agreement.
- 52.5 ~~Non-public servants~~ **“Non-FSRA employees”**, while in the workplace, shall not perform duties normally performed by employees in the bargaining unit if it directly results in the lay-off of a bargaining unit employee.
- 52.6 Every six (6) months, the Employer will provide AMAPCEO with a report including the following data relating to all ~~non-public servants~~ **non-FSRA employees** as defined in Article 52.2 who perform AMAPCEO bargaining unit work requiring regular attendance ~~at one or more sites controlled by at the Employer’s workplace:~~
- (c) The name of the ~~“non-public servant”~~ **“non-FSRA employee”**;
 - ~~(d) The workplace regularly attended by the non-public servant;~~
 - (e) The role and level for which the ~~“non-public sector servant”~~ **“non-FSRA employee”** is engaged;

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- (f) The start date of the engagement of the **“non-public servant” “non-FSRA employee”**;
- (g) The end date or anticipated end date of engagement of the **“non-public servant” “non-FSRA employee”**; and
- (h) The number of days worked during the reporting period.

52.7 At the time of providing the report, and for the period of the report, the Employer shall pay to the Association a payment for each day of work performed by the **non-public servant non-FSRA employee** performing AMAPCEO bargaining unit work identified in the report. **The payment shall be equivalent to 1.4% of the daily maximum for the Level 7 Classification multiplied by the number of days worked by the non-FSRA employee as set out in the report. ~~the dues payment for an equivalent position in the AMAPCEO bargaining unit.~~**

~~The formula for such payment shall be as follows: 1.4% of the daily maximum for the 21ASY classification multiplied by the number of days worked set out in Article 52.6 of the Report up to September 30, 2013, and thereafter, the formula and salary amount shall be maintained notwithstanding that the ASY classification will have ceased to exist.~~

~~52.8 IT Source Resource Pool and I&IT Enterprise Recruitment~~

~~IT Source will manage a mobile pool of I and IT professionals who will be deployed to projects and assignments across the I&IT Enterprise across the province.~~

~~52.9 Deployment to Different Projects and Assignments~~

~~(c) It is understood that the employees employed by IT Source will be deployed to different projects and assignments located within the different clusters, Ministries or branches throughout the OPS. For the purposes of the collective agreement, the positions will be deemed to be deployed on a province wide basis.~~

~~(d) It is agreed that these deployments are assignments of work made at the discretion of the Employer and do not constitute vacancies under Article 18; temporary assignments under 18.7.1; temporary positions or assignments pursuant to Article 27.3.1(a); or a relocation of the employee's position under Article 28.~~

~~(e) Notwithstanding paragraph (b), if an assignment is of sufficient duration, the Employer may determine if a change in headquarters is appropriate in the particular circumstances.~~

~~52.10 Managerial Discretion~~

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- (f) ~~I and IT professionals employed in IT Source will report to a Manager within IT Source.~~
- (g) ~~It is understood that the deployment to different projects and assignments may require the employee to receive direction regarding the project or assignment from a manager other than the employee's manager within IT Source and that such manager may provide input into any performance evaluation for the employee.~~

52.11 ~~Travel~~

- (h) ~~It is understood that it will be a condition of employment for all I and IT professionals employed in IT Source that they may be deployed to projects or assignment throughout Ontario.~~
- (i) ~~The parties agree that the Employer's Travel, Meal and Hospitality Expenses Directive will apply to any travel required as a result of the deployment of the employee.~~

52.12 ~~Mandatory Enhanced Security Clearance~~

~~It is understood that an enhanced security clearance may be required as a condition of employment for I and IT professionals employed in IT Source.~~

52.13 ~~Posting and Filling vacant positions~~

~~It is agreed that all vacancies for positions within the I&IT enterprise, including IT Source, will be posted and filled in accordance with the provisions of Article 18, subject to the following:~~

- (j) ~~The Employer may use a mass centralized recruitment approach to fill vacancies for positions within the I&IT enterprise.~~
- (k) ~~With respect to vacancies set out in paragraph (a) above, in addition to the posting requirements under Article 18, the Employer may post potential permanent and/or temporary opportunities within respective I&IT job families that may exist over the next 12 month time period.~~

~~The posting shall state the duties, nature and title of the position(s), qualifications required, full or part time status, permanent or temporary status, hours of work schedule, salary ranges of the classifications within the job family and travel expectations of the opportunities within the job family. The Employer shall have identified on the original posting that it may be used to fill positions in the job family that may occur over the 12 month time period. The posting period will be for at least ten days prior to the established closing date. The closing date may be extended should the Employer determine that there is an insufficient number of potential qualified candidates.~~

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- ~~(l) — If the Employer posts in accordance with paragraph (b), it will establish an eligibility list of qualified candidates for each classification level within each job family based on the results of a competitive process. The parties agree that the development of eligibility lists will be in accordance with Articles 18.3.1 and 18.3.2.~~
- ~~(m) — The Employer shall advise candidates of their individual rank order upon completion of the competitive process under paragraph (b).~~
- ~~(n) — The Employer will hire qualified candidates from the eligibility lists for each classification level within each job family developed under paragraph (b) in accordance with Article 18.8.1(a). Should the most qualified employee elect not to accept the job offer, that employee shall remain eligible and retain his/her rank for further offers under this process.~~
- ~~(o) — The parties agree that it will continue to be the practice that the Employer shall obtain a valid surplus clearance number prior to filling a position under paragraph (e).~~
- ~~(p) — Where the Employer posts in accordance with paragraph (b) and if no qualified applicants accept a job offer for a specific position made pursuant to this process, then the Employer shall provide new or existing candidates internal to the OPS with the opportunity to participate in a restricted competitive process. The process shall be held in accordance with Article 18 of the collective agreement, with the modification that the Employer shall post the vacancy for the position for a period of at least five (5) working days.~~
- ~~(q) — The parties can agree at any time to review the above process and mutually agree on amendments.~~

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ARTICLE 53 – TERM AND RENEWAL

- 53.1 Unless otherwise specified, this agreement shall be effective from April 1, ~~2018~~ **2022** until March 31, ~~2022~~ **2025**.
- 53.2 Either party to the collective agreement may, within the period of ninety (90) calendar days before the agreement ceases to operate, give notice in writing of its desire to bargain with a view to the renewal with or without modification of the agreement then in operation or to the making of a new agreement.
- 53.3 In the event neither party gives notice to bargain in accordance with Article 52.2, this agreement shall be automatically renewed for a period of one (1) year.

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PT.1 – REGULAR PERMANENT PART TIME EMPLOYEES

PT.1 **REGULAR PERMANENT** PART TIME EMPLOYEES

PT.1.1 “**Regular permanent** part time employee” (**RPPT**) means an employee ~~in the regular service~~ who is appointed to a **permanent** position whose duties require fewer than 36¼ hours per week.

PT.1.2 Notwithstanding Article PT.1.1, an employee participating in a “job share” will be considered a full time employee for redeployment purposes only.

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PT.2 APPLICABLE ARTICLES

[Housekeeping note: the parties will have to review this list after any renumbering of the Collective Agreement is completed]

PT.2.1 The Following Articles of the Agreement shall also apply to permanent ~~regular~~ part time ~~regular~~ employees.

- 1 Recognition
- 2 ~~Non-~~Discrimination/Harassment/Sexual Harassment
- 3 Management Rights
- 4 Information on Positions
- 5 Statement of Information/Duties to Employees
- 6 No Discrimination for Association Activities
- 7 Employee's Right to Representation
- 8 Leaves for Association Activities
- 9 Rights of Workplace Representatives
- 10 Check Off of Association Dues
- 11 Home Position
- 12 Employer/Employee Relations Committees
- 13 Bulletin Boards
- 14 Correspondence between the Employer and the Association**
- 15 Dispute Resolution/Arbitration
- 16 Seniority/Continuous Service
- 17 ~~Appointment to Regular Service~~ Probationary Period
- 18 Posting and Filling of Vacancies & New Positions
- 19 Pay Administration (subject to the amendments herein)
- 20 Discipline and Discharge
- 21 Personnel Files and Disciplinary Records
- 22 Abandonment of Position
- 23 Leaves
- 24 Pregnancy and Parental Leave
- 25 Health & Safety
- 26 Technological Change
- 27 Job Security
- 39 Workers Compensation
- 40 Entitlement on Death
- 41 Meal Allowances
- 42 ~~KM-~~ Kilometric Rates and Use of Private Vehicle
- 44 Salary
- 45 Merit Pay/
- 46 Hours of Work
- 47 Alternative Work Arrangements
- 48 Reclassification to Another Bargaining Unit
- 49 Compensation Option Credit**

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50 Shift Premium
53 Term and Renewal

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PT.3 – NON-WORKING DAY

PT.3.1 “Non-Working Day” means a day on which the employee is not scheduled to work to complete ~~his or her~~ their regularly scheduled hours.

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PT.4 – ISOLATION PAY

[Housekeeping note: The Parties agree to delete this article]

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PT.5 – HOLIDAYS

PT.5.1 An employee shall be entitled to a paid holiday each year on each of the following days which fall on a day that is a regularly scheduled work day for the employee:

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 Lieutenant Governor.

PT.5.2 The ~~regular~~ permanent part time employee shall be paid an amount equivalent to the amount the employee would have earned had they been at work.

PT.5.3 Where a holiday specified in Article PT5.1 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.

PT.5.4 Article PT5.3 does not apply to New Year's Day, Canada Day, Remembrance Day, Christmas Day and Boxing Day in respect of an employee whose work schedule is subject to rotating work weeks that include scheduled week-end work on a regular or recurring basis.

PT5.5 Where an employee is scheduled to work on one of the holidays listed in Article PT5.1 and is unable to do so because of illness, absence on Workers' Compensation, vacation or other authorized leave, there will be no deduction from the employee's Short-Term Sickness Plan or accumulated credits, and the holiday will be deemed to have been taken.

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PT.6 – VACATION

~~PT.6.1 — Where an employee has completed twenty-five (25) years of continuous service in the public service, there shall be added to the employee's accumulated vacation, on that occasion only, up to five (5) days based on the ratio that his or her weekly hours of work bear to full time employment.~~

PT.6.1.2 ~~Effective January 1, 2015, a~~ An employee shall earn a pro-rated portion of the vacation credits shown below based on the ratio that ~~his or her~~ **their** weekly hours of work bear to full time employment.

- (a) One and three quarters (1 3/4) days per month during the first eight (8) years of continuous service (twenty-one (21) days per full calendar year);
- (b) Two and one sixth (2 1/6) days per month after eight (8) years of continuous service (twenty-six (26) days per full calendar year);
- (c) Two and three fifths (2 3/5) days per month after fifteen (15) years of continuous service (thirty-one (31) days per full calendar year);
- (d) Three (3) days per month after twenty-six (26) years of continuous service (thirty-six (36) days per full calendar year);

(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 based on the ratio that their weekly hours of work bear to full time employment.

PT.6.2 An employee is entitled to vacation credits under Article PT6.1 in respect of a month or part thereof in which the employee is at work or on leave of absence with pay.

PT.6.3 An employee is not entitled to vacation credits under Article PT.6.1 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 Ontario Public Service.~~

PT.6.4 Where any employee is absent by reason of an injury or occupational disease for which an award is made under the *Workplace Safety and*

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Insurance Act, 1997, they shall continue to accrue vacation credits for the full period of such leave.

PT.6.5 An employee shall be credited with ~~his or her~~ 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.

PT.6.6 An employee may accumulate vacation credits to a maximum of twice ~~his or her~~ 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.

PT.6.7 Where an employee is prevented from reducing ~~his or her~~ their accumulated credits under Article PT6.6 as a result of,

- (a) an injury for which an award is granted under the *Workplace Safety and Insurance Act, 1997*;
- (b) a total disability; or
- (c) an extraordinary requirement of the Employer,

the ~~Employer employee's Deputy Minister~~ shall grant to the employee, at ~~his or her~~ their request a leave of absence with pay to replace the vacation credits.

PT.6.8 An employee commencing employment during the year shall be credited at that time with vacation credits calculated in accordance with Article PT.6.1, for the balance of the calendar year.

PT.6.9 An employee with the approval of ~~his or her~~ their manager or designee the Employer, may take vacation to the extent of ~~his or her~~ their vacation entitlement and ~~his or her~~ their accumulated vacation credits shall be reduced by the vacation taken. Such approval will be subject to operational requirements, but, it is also agreed that such approval will not be unreasonably withheld.

PT.6.10 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 pre-retirement leave with pay of up to five (5) days based on the ratio that ~~his or her~~ their weekly hours of work bear to full time employment.

PT.6.11 Where an employee leaves ~~the public service~~ FSRA prior to the completion of six (6) months of continuous service, ~~he or she is~~ they are

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entitled to vacation pay at the rate of four per cent (4%) of the earnings of the employee during the period of ~~his or her~~ their employment.

PT.6.12 An employee who has completed six (6) or more months of continuous service ~~in the public service~~ shall be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date ~~he or she~~ they ceases to be an employee.

PT.6.13 An employee who has completed six (6) or more months of continuous service ~~in the public service~~ is entitled, upon request by the employee, to be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date on which ~~he or she qualifies~~ they qualify for payments under the Long Term Income Protection Plan.

PT.6.14 Where an employee ceases to be an employee, there shall be deducted from the employee's accumulated vacation credits an amount in respect of the whole months remaining in the year after the person ceases to be an employee computed at the rate set out in Article PT.6.1.

PT.6.15 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 40 (Termination Payments) and Article 38 (Entitlement on Death) and from any salary to which the employee may be entitled.

PT.6.16 ~~As soon as practicable following the end of each quarter of the year, information regarding the number of vacation and other credits to which he or she is entitled shall be made available to each employee directly or where information is available to the employee electronically, this shall be sufficient.~~

Information regarding the number of vacation and other credits to which an employee is entitled shall be made available electronically and shall be kept up to date and be accessible to employees.

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PT.7 – SHORT-TERM SICKNESS PLAN

PT.7.1 ~~Effective January 1, 2015, a~~ **A** part time employee who is unable to attend to ~~his or her~~ **their** duties due to sickness or injury is entitled, in each calendar year, to leave of absence;

- (a) with regular salary for that portion of six (6) working days equal to the portion the employee's regularly scheduled hours of work bear to full employment;
- (b) with seventy-five percent (75%) of regular salary for that portion of an additional one hundred and twenty-four (124) working days equal to the portion the employee's regularly scheduled hours of work bear to full employment.

PT.7.2 An employee is not entitled to a leave of absence with pay under this Article until after completion of all of the employee's regularly scheduled hours within a period of four (4) consecutive weeks.

PT.7.3 An employee who is on leave of absence with pay under this Article that commences on a regularly scheduled working day in one calendar year and continues to include a regularly scheduled working day in the next following year is not entitled to leave of absence with pay under this Article for a greater number of working days than are permitted under Article PT.7.1, in the two (2) years until the employee has again completed the service requirement described in Article PT.7.2

PT.7.4 An employee who was on leave of absence with pay under this Article for the number of days in a year permitted under Article PT.7.1 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 PT.7.2.

PT.7.5 The pay of an employee under this Article is subject to,

- (a) all deductions for Benefit Plans coverages referred to in Articles PT8, PT9, PT10, PT11, PT12, and under the Public Service Pension Act 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.

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PT.7.6 Information regarding the use of Short Term Sickness Plan days shall be available pursuant to Article PT.6.16.

PT.7 Use of Accumulated Credits

PT.7.7 Accumulated credits includes vacation credits, ~~compensation option credits~~, compensating time off and attendance credits.

PT.7.8 An employee who is on leave of absence and receiving pay under Article PT.7.1(b) is entitled, at the employee's option, to have sufficient credits deducted from the employee's accumulated credits for each day to which Article PT.7.1(b) applies and to receive regular salary for each such day.

PT.7.9 An employee who is absent from employment due to sickness or injury beyond the total number of days leave of absence with pay provided for in Article PT.7.1 shall have ~~his or her~~ their accumulated attendance credits reduced by a number of days equal to the number of days of such absence and is entitled to leave of absence with pay on each such day.

PT.7.10 Article PT.7.9 does not apply to an employee who qualifies for and elects to receive benefits under the Long Term Income Protection Plan instead of using ~~his or her~~ their accumulated attendance credits.

PT.7.11 After seven (7) consecutive calendar days absence caused by sickness or injury, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's manager or designee, certifying that the employee is unable to attend to official duties.

PT.7.12 Despite Article PT.7.11, where the Employer has reason to suspect that there may be an abuse of sick leave, the Manager may require, at the Employee's expense, an employee to submit a medical certificate for any period of absence.

PT.7.13 Where, for reasons of health, an employee is frequently absent or unable to perform ~~his or her~~ their duties, the Employer may require ~~him or her~~ them to submit to a medical examination at the expense of the Employer. 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 service of the College of Physicians and Surgeons. 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.

PT.7.14 For the purposes of this Article, the service requirement in Article PT.7.2 shall not include vacation leaves of absence or any leaves without pay, but

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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.

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PT.8 – BENEFITS GENERAL

- PT.8.1 “Benefit Plans” in Articles PT9, PT10, PT11, PT12 means the Basic Life Insurance Plan, the Supplementary & Dependent Life Insurance Plan, the Supplementary Health and Hospital Insurance Plan, (including vision and hearing aid coverage), the Dental Plan, and the Long-term Income Protection Plan in force as of September 1, 1997 with the Great West Life Assurance Company– or any successor Plan.
- PT.8.2 Subject to the provisions of this Agreement, the benefits contained in the Benefit Plans as they were constituted on September 1, 1997 shall be provided to part time employees on the same terms and conditions as were in place on September 1, 1997. These benefits and terms and conditions may only be altered by mutual agreement of the parties.
- PT.8.3 During leaves-of-absence with pay, benefit coverage will continue. The Employer and employee will continue to pay the applicable premiums.
- PT.8.4 During pregnancy and parental leave, an employee who participates in any Benefit Plan may continue to do so unless **they elect he or she 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.
- PT.8.5 The benefits contained in the Benefit Plans are supplemented by the provisions of Article 32 and Articles PT9, PT10, PT11, PT12. Where a conflict exists between the provisions of a Benefit Plan and this Agreement, the provisions of this Agreement shall prevail.
- PT.8.6 Where an existing **OPS-FSRA** employee permanently moves into or from a position not covered by a Benefit Plan (as defined in Article PT8.1) coverage for Basic, Supplementary and Dependent Life Insurance shall continue without there being any requirement for the employee to provide evidence of insurability. In addition, in the case of a bargaining unit employee moving to a permanent position not covered by the Benefit Plans, coverage under the Benefit Plans shall cease on the date on which coverage under any new insurance plan covering the employee in the new permanent position commences. In the case of existing **OPS-FSRA** employees moving into a permanent position covered by the Benefit Plans, coverage shall commence on the date on which coverage under any previous insurance plans ceases.
- PT.8.7 Employees are entitled to a full explanation from the Carrier(s) when claims are refused under a benefit plan.

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PT.8.8 Family coverage for the following benefits shall include coverage for **partners of any gender same-sex partners**; Supplementary and Dependant Life Insurance (Article PT.9), Supplementary Health and Hospital Insurance (Article PT.10), Dental Plan (Article PT.11).

PT.8.9 The employee's share of the annual Employment Insurance (EI) rebate will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

PT.8.10 The Employer shall provide AMAPCEO with a copy of the master plan, the benefits booklet, and any additional information that FSRA can obtain from the carrier as the policyholder as may be reasonably requested by AMAPCEO.

~~32.2.2.3~~ PT.8.11 AMAPCEO, with signed authorization from the employee, shall be entitled to full disclosure from the Carrier(s) when claims are refused under a Benefit Plan.

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PT.9 – LIFE INSURANCE

PT.9 Life Insurance

PT.9.1 The Employer shall pay one hundred percent (100%) of the monthly premium for basic life insurance coverage for ~~RPT~~ PPT employees covered by this Collective Agreement.

PT.9.2.1 Employees, at their option, are entitled to purchase supplementary and/or dependent life insurance. Employees must pay the full premium for this coverage. Spousal life insurance choices are from \$10,000 to \$200,000 and dependent child life insurance choices are \$1,000, \$5,000, \$7,500 or \$10,000.

PT.9.2.2 Supplemental life insurance will terminate at the earlier of the end of the calendar month in which employment ceases, or the date the employee ceases paying the premium for supplementary life insurance.

PT.9.2.3 Dependent life insurance will terminate at the earlier of the end of the calendar month in which employment ceases, or the date a dependent ceases to be an eligible dependent, or the date the employee ceases paying the premium for dependent life insurance.

PT.9.3 Where on termination of employment there is a right to convert life insurance into another form of life insurance policy, the Employer shall advise all terminating employees of their right to make this conversion in writing prior to the employee's last day of employment.

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PT.10 – SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE PLAN

PT.10.1 The Employer shall pay forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%) or eighty percent (80%) of the monthly premium for the Supplementary Health and Hospital Insurance Plan, for each participating **RPT PPT** employee, whichever is closest to the percentage that the **RPT PPT** employee's weekly hours of work bear to full-time employment. The **RPT PPT** employee shall pay the balance of the monthly premium through payroll deduction.

~~PT.10.2 The Employer shall pay eighty per cent (80%) and sixty per cent (60%) of the percentage calculated under Article PT10.1 of the monthly premiums for Vision and Hearing Aid coverage respectively, of the Supplementary Health and Hospital Insurance Plan for each participating RPT employee. The RPT employee shall pay the balance of the monthly premium through payroll deduction.~~

Effective April 1, 2010, the Employer shall pay one hundred percent (100%) of the percentage calculated under Article PT.10.1 of the monthly premiums for Vision and Hearing Aid coverage respectively, of the Supplementary Health and Hospital Insurance Plan for each participating RPT employee.

PT.10.3 The Supplementary Health and Hospital Insurance Plan shall include reimbursing employees for the following eligible expenses:

(a) ~~Effective January 1, 2025,~~ Ninety percent (90%) of the cost of all prescription drugs that by law require a physician's prescription, including injectable drugs, and medicines prescribed by a licensed physician or other licensed health professional who is legally authorized to prescribe such drugs, and dispensed by a licensed pharmacist or by a physician legally authorized to dispense such drugs and medicine. Provided that a generic drug is listed in the Canadian Pharmaceutical Association Compendium of Pharmaceuticals and Specialities, reimbursement for drugs covered by the Plan will be based on the cost of the lowest priced generic version of the drug unless the prescribing physician or health professional stipulates no substitution, in which case the reimbursement will be based on the cost of the drugs prescribed. Reimbursement of prescription drugs will include a three dollar (\$3) deductible per prescription to be paid by the employee.

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(b) Reimbursement for private or semi-private room and board shall be up to one hundred and twenty dollars (\$120.00) per day beyond the cost of standard ward care.

(c) ~~Effective January 1, 2015, o~~One hundred percent (100%) of the cost of diagnostic procedures. For the purposes of this section “diagnostic procedures” shall comprise diagnostic laboratory or X-ray procedures, excluding eye examinations, conducted in a licensed laboratory when prescribed by a registered physician for the purposes of obtaining a medical diagnosis.

For clarity, coverage shall not apply in respect of claims for diagnostic procedures that are:

i) elective; or

ii) conducted for research, study or experimental purposes.

(d) vision and hearing aid coverage shall include reimbursing employees for the following, subject to a ten dollar (\$10) deductible per person per calendar year, to a maximum of twenty dollars (\$20) per family per calendar year. Vision and hearing aid coverage shall be reimbursed:

- up to three hundred and forty dollars (\$340.00) per person in any consecutive twenty-four month period following the date the expense is incurred, for the purchase, fitting or repair of spectacle lenses, frames or contact lenses prescribed by an Ophthalmologist or Optometrist, or laser eye correction surgery performed by a licensed practitioner providing services within the scope of their license.
- ~~Effective January 1, 2015, the Supplementary Health and Hospital Plan shall provide for the reimbursement of~~ the cost of one routine eye examination every twenty four (24) months independent of the vision care maximum. For clarity, the twenty four (24) month period shall, for each employee, commence from the last date the employee had a routine eye examination.
- ~~Effective January 1, 2015,~~ up to twelve hundred dollars (\$1200.00) per person in any four (4) year

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consecutive period ~~(whether prior to or after January 1, 2015)~~ for the purchase and/or repairs of hearing aids (excluding batteries) prescribed by a physician certified as an otolaryngologist or by a qualified audiologist

(e) paramedical services include the following coverage per employee and each of their dependants:

(i) the services of an acupuncturist, at the rate of thirty-five dollars (\$35) per visit to an annual maximum of twelve hundred dollars (\$1200);

(ii) the services of a speech therapist, at the rate of forty dollars (\$40) per half hour, to an annual maximum of fourteen hundred dollars (\$1400);

(iii) the services of a naturopath, podiatrist, chiropract, physiotherapist and masseur, if licensed and practising within the scope of their license, to a maximum of thirty-five dollars (\$35) per visit for each visit, not subsidized by OHIP, and to an annual maximum of twelve hundred dollars (\$1200) for each type of service.

(f) the services of a psychologist at reasonable and customary limits, at the rate of forty dollars (\$40) per half hour, to an annual maximum of ~~fourteen hundred dollars (\$1400)~~ two thousand dollars (\$2,000). Coverage shall also include services rendered by a social worker with a Master's Degree in Social Work or a psychotherapist, where such services are equivalent to the services that would otherwise be provided by a psychologist;

(g) ~~Effective January 1, 2015~~, Orthopaedic Shoes: Custom-made orthopaedic shoes, or modifications to stock, off-the-shelf orthopaedic shoes, specifically designed and constructed for the employee or dependent (or have been modified to accommodate the person's particular medical needs) when prescribed by a physician, podiatrist or chiropract are covered at seventy-five percent (75%) of the cost or repair of one (1) pair per calendar year to a maximum of five hundred dollars (\$500) per year;

(h) ~~Effective January 1, 2015~~, Orthotic Appliances: Corrective shoe inserts specifically designed and constructed

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for the employee or dependent and prescribed by a physician, chiropractor, podiatrist or chiropodist are covered at one hundred percent (100%) of the cost or repair of one (1) pair per year to a maximum of five hundred dollars (\$500) per calendar year;

(i) ~~Effective January 1, 2015 the Supplementary Health & Hospital Plan will be amended to include coverage Coverage~~ for Diabetic Pumps and Supplies as follows:

(i) Purchase of Insulin Infusion Pumps to a maximum of two thousand dollars (\$2,000) any 5 consecutive years ~~(whether prior to or after January 1, 2015)~~ per person.

(ii) Purchase of Insulin Jet Injectors (eg. Medi-injectors, preci-jets) to a lifetime maximum of one thousand dollars (\$1,000).

(iii) Purchase and/or repair of one Blood Glucose monitoring machine per any consecutive four (4) year period ~~(whether prior to or after January 1, 2015)~~ to a maximum of four hundred dollars (\$400) per person. **Coverage includes continuous blood glucose monitors and flash glucose monitors.**

(iv) 100% of the purchase of supplies required for the use of the above referenced diabetic appliances, to a calendar year maximum of two thousand dollars (\$2,000) per person (Insulin will continue to be reimbursed as an eligible drug, not through this article).

PT.10.4 If the coverage of an employee or an employee's dependent for Supplementary Health and Hospital Insurance terminates when the employee or the dependant is pregnant, benefits shall be payable for pregnancy related expenses until the date of the baby's delivery.

PT.10.5 Coverage for Employees Who Are Totally Disabled

Where a totally disabled employee is not eligible for the Long Term Income Protection Plan, the employee's Supplementary Health and Hospital Insurance coverage shall continue so long as the employee is receiving benefits under the Short Term Sickness Plan or is using accumulated credits or, beyond that point, if the employee chooses to pay the full premium for continued coverage. In such cases, if the

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employee is subsequently approved for benefits under the Long Term Income Protection Plan, the employee will be reimbursed for any premiums paid directly by the employee.

PT.10.6 Coverage for Dependents of Deceased Employees

The Supplementary Health and Hospital Insurance coverage of eligible dependents of a deceased employee shall continue for one (1) year from the date of the death of the employee.

PT.10.7 Effective June 1, 2009, the Supplementary Health and Hospital Plan excludes coverage for expenses incurred outside Canada.

PT.10.8 The Employer agrees to provide employees with a Drug Card, which shall provide for direct payment of drug costs at the point of purchase, subject to the limitations set out below.

The Drug Card program shall include the following elements:

(a) Employees shall be obliged to enrol themselves and all eligible participants in the Drug Card program before coverage shall be provided to the respective employee or eligible participant.

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

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

(d) A separate and distinct insured benefits plan number will be established for administrative purpose only (no separate experience rating).

(e) This article does not change, alter or amends the drugs covered by AMAPCEO's plan, or any other benefit or entitlement, and is intended solely to provide for direct payment of the current drug plan.

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PT.10.9 – OUT-OF-COUNTRY MEDICAL COVERAGE

- PT.10.9.1 ~~Effective January 1, 2018, the~~ **The** Employer will provide all employees with the option to enrol in ~~in~~ out-of-country medical coverage. Employees who choose to enrol in this coverage will be responsible for 100% of the monthly premium.
- PT.10.9.2 Subject to Article 34.9.1, an employee may apply to enrol in this coverage upon hire or at any time thereafter. Where an employee enrolls and later decides to terminate coverage, ~~his or her~~ **their** decision is irrevocable and they will not be able to re-enrol.

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PT.11 – DENTAL PLAN

PT.11.1 The Employer shall pay forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%) or eighty percent (80%) of the monthly premium for the Dental Plan for basic dental care services, denture services, orthodontic services and major restorative services for each participating ~~RPT~~ PPT employee, whichever is closest to the percentage that the ~~RPT~~ PPT employee's weekly hours of work bear to full-time employment. The ~~RPT~~ PPT employee shall pay the balance of the monthly premium through payroll deduction.

~~Effective January 1, 2015, dental~~ Dental coverage shall include a fifty dollar (\$50) single or family deductible per calendar year

PT.11.2 ~~Effective January 1, 2015, employees~~ Employees shall pay the cost of dental care directly and the insurance carrier shall reimburse the employee, based on the Ontario Dental Association fee guide lag of one year in each year of the collective agreement at the following percentages:

(a) eighty-five percent (85%) for basic dental care services, which shall be amended to include the following coverage:

(i) pit and fissure sealant treatment, and fluoride treatment coverage under the plan shall be limited to eligible dependant children aged six (6) to eighteen (18) years; and

(ii) the dental recall period shall be extended to nine (9) months except for dependant children age twelve (12) and under.

(b) fifty percent (50%) for denture services with a lifetime maximum amount payable of three thousand dollars (\$3,000) per person.

(c) fifty percent (50%) for orthodontic services for dependant children between the ages of six (6) and eighteen (18) with a lifetime maximum amount payable of three thousand dollars (\$3,000) per child;

(d) fifty percent (50%) for major restorative services with an annual maximum amount payable of two thousand dollars (\$2,000) per person

PT.11.2.1 Dental Claim Reimbursement Option

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PT.11.2.2 ~~Effective June 16, 2017, and notwithstanding~~ **Notwithstanding** Article PT.11.2, employees have the option, with the agreement from the dentist, to authorize the insurance carrier to pay their dentist directly for eligible claim expenses. For clarity, this shall not impact eligibility requirements or coverage of dental benefits and employees are responsible for making payments to the dentist at the time of service for any applicable deductible and out of pocket expenses not covered by the Dental Insurance Plan

~~PT.11.2.3 Notwithstanding the option referred to in Article PT.11.2.2, employees may continue to pay the dentist directly for any services provided and submit claims to the insurance carrier for reimbursement of eligible expenses.~~

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PT.11.3 – CATASTROPHIC DRUG PLAN FOR REGULAR PART-TIME EMPLOYEES

PT.11.3 Catastrophic Drug Plan For Regular Part-Time Employees

~~Effective January 1, 2015, all~~ All active employees will be enrolled in a mandatory, employee-paid catastrophic drug coverage plan that will provide 100% coverage for drug costs over an eligible drug claim cost threshold of \$10,000 per eligible patient (employee, spouse and eligible dependent children), in a calendar year.

(a) A patient's eligible claims for drug purchases up to the \$10,000 per calendar year threshold will be reimbursed at 90% subject to the coverage terms set out in Article PT 10.3.

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

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

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PT.11.4 – COVERAGE FOR DEPENDANTS OF DECEASED EMPLOYEES

PT.11.4 Coverage for Dependants of Deceased Employees

The Dental Plan coverage for eligible dependents of a deceased employee shall continue for one (1) year from the date of the death of the employee.

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PT.12 – LONG-TERM INCOME PROTECTION

PT.12 Long Term Income Protection

PT.12.1 ~~The Employer shall pay eighty-five percent (85%) of the monthly premium costs for every part time employee who is eligible for coverage subject to Article PT.12.5.2 and the employee shall pay the balance of the premium costs through payroll deduction.~~

~~Effective April 1, 2010, the~~ The Employer shall pay one hundred per cent (100%) of the monthly premium costs for every part time employee who is eligible for coverage subject to Article PT.12.5.2.

PT.12.2 ~~Effective January 1, 2010 until December 31, 2014, the total monthly payment of LTIP under the Plan shall be increased by up to 2.5% based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.~~

~~Effective January 1 2015, and thereafter, the~~ The total monthly LTIP benefit payment under the plan shall be adjusted by an increase equal to those provided for under Article 44.

PT.12.3 Every permanent part-time employee ~~appointed to the regular service on or after March 1, 1971~~ shall participate in the plan. ~~An employee who was appointed to the regular service before March 1, 1971,~~

~~(a) where the employee was participating in the Plan on December 19, 1975, is entitled to continue to participate in the Plan or to cease participating in the Plan; or~~

~~(b) where the employee was not participating in the Plan on December 19, 1975, is, upon producing evidence of medical eligibility satisfactory to the insurer under the Plan, entitled to participate in the Plan, and is thereafter entitled to cease participating in the Plan.~~

PT.12.4 Where the Employer is paying all or part of the premiums for an employee who participates in one or more of the Benefit Plans and the employee is approved for benefits under the Long Term Income Protection Plan, the employee's coverage under the Plans shall continue at the Employer's cost in respect of the time for which the employee is receiving or is qualified to receive LTIP benefits. In addition, the Employer will make all pension contributions on behalf of

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the employee and on its own behalf in respect of the time for which the employee is receiving or is qualified to receive LTIP benefits.

PT.12.5.1 The LTIP benefits commence after a qualification period of six (6) months from the date the employee becomes totally disabled, unless the employee elects to continue to use accumulated attendance credits on a day-to-day basis after the six (6) month period. ~~Effective June 1, 2009, benefits~~ LTIP benefits shall be calculated based on the employee's salary at the first date of eligibility to receive LTIP benefits.

PT.12.5.2 The LTIP coverage will terminate on the earliest of the following:

- (a) at the end of the calendar month in which the employment ceases;
- (b) the end of the calendar month an employee attains the age of sixty-four (64) years and six (6) months;
- (c) the date an employees enters the armed forces of any country on a full-time basis;
- (d) the first of the month following the commencement of an employee's approved leave of absence without pay where the employee does not elect to pay the required premium.

PT.12.5.3 The LTIP benefits payments continue until the earliest of:

- (a) the employee ceases to be totally disabled as defined in the plan;
- (b) death;
- (c) the date on which the employee attains the age of sixty-five (65) years.

PT.12.6 Rehabilitative plans or programs for employees receiving LTIP benefits, whether with FSRA ~~the OPS~~ or another Employer, shall be required where recommended by the Carrier. In arranging such plans or programs, the Employer will take into account the employee's training, education and experience. If a person does not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the Carrier, the employee will no longer be entitled to benefits.

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- PT.12.7 The Employer shall not permanently fill the position of an employee during the qualifying period and the first twenty-four (24) months of the benefit period.
- PT.12.8 Where, during the benefit period, the employee is able to perform the essential duties of his or her position, and the position has not been declared surplus, ~~he or she~~ they shall resume work, as directed by the Employer, within two (2) weeks of the date that LTIP benefits cease. Where, for accommodation reasons, an employee cannot be returned to ~~his or her~~ their position within the two (2) week period, the Employer shall grant a leave of absence with pay pending the completion of the accommodation requirements, but in no event shall the leave of absence with pay exceed three (3) months. The employee shall return to work, when accommodations are completed, on the date specified by the Employer. In order to be eligible for leave of absence with pay, the employee shall co-operate with the Employer regarding the return-to-work arrangements.
- PT.12.9.1 When an employee who has been receiving or was eligible to receive LTIP benefits is deemed able to perform the essential duties of their ~~his or her~~ position but the position is no longer available due to the application of Article PT12.7, the employee shall have all rights and entitlements under Article 27. Where no direct assignment, bump or unreduced pension/pension bridge is identified for and/or chosen by the employee on their ~~his or her~~ return, ~~they~~ ~~he or she~~ shall be eligible immediately for a temporary assignment, if available (despite Article 27.10.1 limiting eligibility for temporary assignments). The employee will be eligible for one temporary assignment only. If the employee refuses the offer of a temporary assignment, no further temporary opportunities will be sought for them ~~him or her~~.
- PT.12.9.2 The temporary assignment can be extended at the Employer's discretion except as limited by Article 18.7.2. Time spent on the temporary assignment does not constitute a hiatus in the employee's notice period. Therefore, should no direct assignment be found for the employee, ~~his or her~~ their employment ends at the termination of either the notice period or the temporary assignment, whichever is later. The employee will receive salary protection, if applicable, only during the six (6) month notice period.
- PT.12.10 A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be provided to an employee and this document shall not be considered as termination of employment.

AGREED TO ITEMS - FINAL

ARTICLE PT.X – HEALTH CARE SPENDING ACCOUNT

PT.X.1 The Employer shall provide employees enrolled in the Supplementary Health and Hospital Plan and/or Dental Plans a Health Care Spending Account (HCSA) in the amount of \$525 representing entitlement for the 2024 calendar year. This is the total maximum amount available to the employee including dependents. Notwithstanding PTX.4 this amount will be carried forward until December 31, 2025.

Beginning in 2025, the Employer shall provide employees enrolled in the Supplementary Health and Hospital Plan and/or Dental Plans a Health Care Spending Account (HCSA) in the amount of \$525 per calendar year. This is the total maximum amount available to the employee including dependents.

PT.X.2 The HCSA must be utilized for eligible medical expenses as defined in the Income Tax Act.

PT.X.3 Coverage under the HCSA is applicable to the eligible employee and eligible dependents. This includes any dependent that the employee could claim as an eligible dependent under Canada Revenue Agency (“CRA”) guidelines. Eligible medical expenses, incurred by the employee and/or the employee’s eligible dependents, if any, can be claimed through the employee’s account.

PT.X.4 Any remaining annual balance in the account shall carry over for a maximum of one calendar year. If the carry over balance is not used at the end of the carry over year, it is forfeited.

PT.X.5 New employees are eligible for HCSA credit effective the first day of the month following the month in which the employee has completed two (2) months of continuous service.

PT.X.6 All coverage under the HCSA will be cancelled effective as of the last day of the month in which employment terminates.

PT. X.7 For clarity, the HCSA is not an insured benefit and is not part of the Supplemental Health and Hospital Plan and/or Dental plan. This amount is not taxable to employees.

AGREED TO ITEMS - FINAL

PT.13 – PAY ADMINISTRATION (AMENDED ONLY AS FOLLOWS):

- PT.13.1 The “basic hourly rate” of pay is the weekly rate of the class divided by thirty-six and a quarter (36¼).
- PT.13.2 The “weekly” rate of pay for ~~regular~~ **permanent** part-time employees is the basic hourly rate times the applicable weekly hours of work.
- PT.13.3 “Weekly hours of work” shall be the average of the regularly scheduled weekly hours of a position calculated over a period of four (4) consecutive weeks.
- PT.13.4 Despite the definition of “~~regular~~ **permanent** part-time employee”, an employee who immediately before the coming into force of the *Public Service Act Regulation 977 1(3)(a)* was working fewer than 36¼ hours per week and who was receiving benefits as if ~~he or she was~~ **they were** a full-time employee shall be deemed to continue as a full-time employee for purposes of the receipt of benefits so long as ~~he or she occupies~~ **they occupy** the same position.

AGREED TO ITEMS - FINAL

FXT.1 – FIXED TERM EMPLOYEES

- FXT.1.1 The only terms of this Agreement that apply to employees who are not ~~regular~~ **permanent** employees are those that are set out in this Article.
- FXT.1.2 “Full time fixed term employee” means an employee in the Fixed Term Service regularly scheduled to work a minimum of 36 ¼ hours per week.
- FXT.1.3 “Part time fixed term employee” means an employee in the Fixed Term Service regularly scheduled to work fewer than 36 ¼ hours per week.
- FXT.1.4 “Irregular fixed term employee” means an employee whose employment contract does not have regularly scheduled hours of work.
- FXT.1.5 The following sections in this Article shall apply only to fixed term employees:

AGREED TO ITEMS - FINAL

FXT.2 – SALARY

- FXT.2.1 The salary rate of the equivalent ~~regular service~~ **permanent** classification shall apply. If there is no equivalent classification, the rate shall be set by the Employer and the Association shall have the right to negotiate the rate during the appropriate salary negotiations.
- FXT.2.2 A fixed term employee covered by this Section shall be entitled to the same provisions regarding retroactivity of salary revisions and progression through the salary range as those agreed upon for the ~~Regular Service~~ **Permanent** Salary Category to which they correspond.
- FXT.2.3 The “basic hourly rate” of a part time or irregular fixed term employee is the weekly rate, (i.e., annual salary of the class divided by 52.17857), divided by thirty-six and a quarter ($36\frac{1}{4}$).
- FXT.2.4 Pursuant to Article 46.6, when part time or irregular fixed term employee works in excess of their scheduled number of hours, they shall be paid equal time up to 36.25 hours in a week. Thereafter, Article 46.2.1 applies. For clarity, Article 46.2.2 does not apply to hours worked on a day off which falls on a weekday, but does apply to hours worked on Saturdays and Sundays where they are not scheduled work days.

AGREED TO ITEMS - FINAL

FXT.3 – HOLIDAYS

- FXT.3.1 Full-time fixed term employees will be entitled to the paid holidays listed in Article 29.1 (Holidays).
- FXT.3.2 When a full-time fixed term employee is required to work on any holidays listed in Article 29.1 (Holidays), ~~he or she is~~ **they are** entitled to a compensating day as a holiday in lieu thereof.
- FXT.3.3 Part time and irregular fixed term employees will be entitled to an amount equal to four and six-tenths per cent (4.6%) of gross pay (not including vacation pay under Article FXT.4.6) to compensate for the holidays listed in Article 29.1 (Holidays).
- FXT.3.4 When a part time or irregular fixed term employee is required to work on any holidays listed in Article 29.1 (Holidays), ~~he or she~~ **they** shall receive ~~his or her~~ **their** regular day's pay in addition to the four and six-tenths percent (4.6%).

AGREED TO ITEMS - FINAL

FXT.4 – VACATION PAY

FXT.4.1 A full-time fixed term employee is entitled to vacation credits at the rate of 1 ¼ days for each full month in which ~~he or she is~~ **they are** at work or ~~is~~ **are** on vacation leave of absence or leave of absence with pay.

FXT 4.2 A full-time fixed term employee who leaves ~~FSRA the public service~~ prior to the completion of six months service is entitled to vacation pay at the rate of four percent (4%) of the earnings of the employee during the period of his or her employment.

FXT.4.3 A full-time fixed term employee who has completed six (6) or more months of continuous service ~~with FSRA in the public service~~ shall be paid for any unused vacation standing to ~~his or her~~ **their** credit at the date ~~he or she~~ **they** ceases to be an employee.

FXT.4.4 Where a full-time fixed term employee is appointed to ~~a permanent position the regular service~~, vacation credits accumulated under this Article shall continue to stand to the credit of the employee.

FXT.4.5 Upon the completion of six (6) months continuous service ~~with FSRA in the public service~~, a full-time fixed term employee with the approval of ~~his or her~~ **their** manager or designee, may take vacation to the extent of ~~his or her~~ **their** earned vacation credits and ~~his or her~~ **their** earned vacation credits shall be reduced by the vacation taken. Such approval will be subject to operational requirements, but, it is also agreed that such approval will not be unreasonably withheld.

FXT.4.6 A part time or irregular fixed-term employee ~~whose period of employment is less than five years~~ is entitled to an amount equal to four per cent (4%) of their gross pay (not including holiday pay under Article FXT.3.6) as vacation compensation.

A part time or irregular fixed term employee whose period of employment is five years or more is entitled to an amount equal to six percent (6%) of gross pay (not including holiday pay under Article FXT.3.6) as vacation, where required by the Employment Standards Act, 2000 as may be amended.

AGREED TO ITEMS - FINAL

FXT.5 – ATTENDANCE CREDITS AND SICK LEAVE

FXT.5.1 **Effective ~~[the first day of the month following ratification]~~, a full-time fixed term employee who is newly hired into FSRA shall be advanced 3.75 attendance credits upon hire, representing the attendance credits for the first full three (3) months of their employment. After three (3) full months of the employee's fixed-term employment, assignment of attendance credits will be in accordance with Article FXT.5.2.**

The attendance credits assigned upon hire will be pro-rated for a part time fixed term employee based on the ratio that their weekly hours of work bear to full time employment.

5.4 **2** A full time or part time fixed term employee is entitled to an attendance credit of 1 ¼ days for each full month in which ~~he or she is~~ **they are** at work or ~~is~~ **are** on vacation, bereavement, or jury/witness leave. An employee is entitled to use attendance credits only in the event that ~~he or she is~~ **they are** unable to attend ~~his or her~~ **their** official duties by reason of illness or injury.

For clarity, if the full-time fixed term employee does not meet these requirements for the first full three (3) months of their employment, the credits assigned under FXT.5.1 will be reduced accordingly.

For clarity, where a full-time or part time fixed term employee uses an attendance credit the hours covered by that credit will be counted as 'attendance' for the purposes of this Article.

A part time fixed term employee shall earn a pro-rated portion of the attendance credits based on the ratio that ~~his or her~~ **their** weekly hours of work bear to full time employment.

FXT.5. ~~2-3~~ A fixed term employee who is unable to attend to ~~his or her~~ **their** duties in the public service due to sickness or injury is entitled to leave of absence with pay at the rate of one working day for each day of accumulated attendance credits and ~~his or her~~ **their** accumulated attendance credits shall be reduced by the leave taken.

FXT.5. ~~3-4~~ Where a fixed term employee is appointed to ~~the regular service a permanent position~~, attendance credits accumulated under this Article cease to stand to the credit of the employee. **Where an employee uses more attendance credits to which they are entitled prior to the permanent appointment, the Employer will deduct the excess attendance credits from the Short Term Sickness Plan allotment under article 37.1 for the calendar year.**

AGREED TO ITEMS - FINAL

FXT.5.5 Attendance credits used in excess of the attendance credits to which an employee is entitled on the date they cease to be an employee shall be deducted from any salary or other payment to which they may be entitled.

FXT.5.4-6 After seven (7) consecutive calendar days absence caused by sickness or injury, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's manager or designee, certifying that the employee is unable to attend to official duties.

FXT.5.5-7 Despite Article **FXT.5.4 6**, where the Employer has reason to suspect that there may be an abuse of sick leave, the manager may require an employee to submit the medical certificate required by Article **FXT.5.4 6** for any period of absence.

AGREED TO ITEMS - FINAL

FXT.6 – PREGNANCY AND PARENTAL LEAVE

- FXT.6.1 Pregnancy and parental leaves will be granted to employees under the terms of the *Employment Standards Act*. Pregnancy leave shall be granted for up to seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date.
- FXT.6.2 Parental leaves shall be granted for up to ~~thirty-five (35)~~ **sixty one (61)** weeks for ~~biological mothers~~ **an employee taking a pregnancy leave as well as a parental leave** and up to ~~thirty-seven (37)~~ **sixty-three (63)** weeks for ~~biological fathers and adoptive parents~~ **employees taking parental leave-only**.

AGREED TO ITEMS - FINAL

FXT.7 – FILLING OF POSITIONS WITH FIXED TERM EMPLOYEES

FXT.7.1 Where a temporary assignment was not posted, and an employee has continuously been in the position since the initial assignment, the assignment shall be posted and filled competitively within eighteen (18) months of the initial assignment, where the Employer determines that the work is continuing either on a temporary or permanent basis.

FXT.7.2 Where the same work has been performed by ~~an~~ **a fixed term** employee ~~in the Fixed Term Service~~ for a period of at least eighteen (18) months, (except for situations where the fixed term employee is replacing a regular employee on a leave of absence authorized by the Employer or otherwise absent as provided for under the collective agreement) and;

- (i) the position has been filled through a competitive process, and
- (ii) at that point in time, there is a continuing need for the work to be performed on a full time basis for greater than an additional twelve (12) months, and
- (iii) the position has cleared surplus,

the ~~ministry~~ **Employer** shall establish a **permanent** position ~~within the Regular Service~~ to perform that work.

FXT.7.3 Where the ~~ministry~~ **Employer** has determined that it will convert a position in accordance with Article FXT.7.2, the status of the incumbent in the position will be converted from fixed term to **regular permanent**, provided that the incumbent has been in the position in question for at least eighteen (18) months.

FXT.7.4 Where ~~an~~ **a fixed term** employee ~~in the Fixed Term Service~~ was temporarily assigned to a **permanent** position ~~in the Regular Service~~ for at least eighteen (18) months and:

- (i) the position has been filled through a competitive process, and
- (ii) at that point in time, there is a continuing need for the work to be performed on a full time basis for greater than an additional twelve (12) months, and
- (iii) the position does not have a home incumbent, and
- (iv) the position has cleared surplus,

AGREED TO ITEMS - FINAL

The Employer shall assign the employee to the position on a permanent basis. If at the end of eighteen (18) months an employee was not offered an assignment to the position on a permanent basis because the conditions of FXT.7.4 (ii) were not met, but the position continues for 12 months, then the Employer shall, assign the employee to the position on a permanent basis at the conclusion of this 12 month period subject to surplus clearance at that time.

AGREED TO ITEMS - FINAL

FXT.8 BEREAVEMENT LEAVE

FXT.8.1 An employee who would otherwise have been at work, shall be allowed up to three (3) days of leave-of-absence with pay in the event of the death of ~~his or her~~ their spouse, parent, step-parent, parent-in-law, child, step-child, child-in-law, sibling, step-sibling, sibling-in-law, grandparent, step-grandparent, grandchild, step-grandchild, foster child, former foster child, ward or guardian, former ward or guardian, foster parent, former foster parent, or a relative who was dependent on the employee for care or assistance. ~~mother, father, step-mother, step-father, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, brother, sister, ward or guardian, former ward or former guardian.~~ However, in the event of the death of the employee's parent's sibling, step-parent's sibling, sibling's child, step-sibling's child, his or her sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-grandparent, step-grandchild, aunt, uncle, niece, nephew, foster child, foster parent or former foster parent, he or she the employee shall be allowed only one (1) day's leave-of-absence with pay.

FXT.8.2 For the purpose of Article FXT.8.1, "spouse" includes common-law spouse, ~~or~~ same sex partner or partner of any gender. Similarly, "in-law" and "step" relationships listed in Article FXT.8.1 include such relatives of a common-law spouse or same sex partner or partner of any gender.

AGREED TO ITEMS - FINAL

FXT.9 – RELIGIOUS ACCOMMODATION

FXT.9 Religious Accommodation

FXT.9.1 With reasonable notice, a fixed term employee is entitled to use vacation credits or is entitled to an unpaid leave of absence for the purpose of religious accommodation for an equal number of days as provided in Article 23.4.

AGREED TO ITEMS - FINAL

FXT.10 – PAYMENT IN LIEU OF BENEFITS

- FXT.10.1 All fixed term employees shall, upon completion of one (1) month of continuous service, receive in lieu of all Benefit Plan entitlements in Articles 31 to 36, save and except holiday and vacation pay, an amount equal to four per cent (4%) of their basic hourly rate for all hours worked exclusive of overtime.
- FXT.10.2 **Effective as soon as practical upon ratification by both parties, a**All active fixed-term employees employed as of ~~January 1, 2015~~ **(date of ratification)**, shall, within thirty-one (31) days **following the effective date**, have a one-time option to elect to pay 100% of the premium toward insured benefit plans set out in Articles 34 (Supplementary Health and Hospital) and 35 (Dental Plan) for the duration of their contract and any subsequent extensions or reappointment not broken by a 13 week or greater period of non-employment. Employees will be insured under the insured benefits plan effective the first of the month immediately following their election and following at least two (2) months of continuous service.
- FXT.10.3 Within ~~thirty-one (31) days following the initial election period under Article FXT.10.2, all employees hired following January 1, 2015~~ **sixty (60) days following the date of hire, all active fixed term employees** shall have a one-time option to elect to pay 100% of the premium toward insured benefit plans set out in Articles 34 (Supplementary Health and Hospital) and 35 (Dental Plan) for the duration of their contract and any subsequent extensions or reappointment not broken by a 13 week or greater period of non-employment. Employees will be insured under the insured benefits plan effective the first of the month immediately following two (2) months of continuous service.
- FXT.10.4 Within thirty-one (31) days following a subsequent extension, a fixed-term employee who did not elect to participate as provided for in Articles FXT.10.2 and FXT.10.3 shall have a one-time option to elect to pay 100% of the premium toward insured benefit plans set out in Articles 34 (Supplementary Health and Hospital) and 35 (Dental Plan) for the duration of their extension and any additional extensions or reappointment not broken by a 13 week or greater period of non-employment. For clarity, this window for election shall only be made available to each employee once, regardless of the number of contract extensions. Employees will be insured under the insured benefits plan effective the first of the month immediately following their election and following at least two (2) months of continuous service.**
- FXT.10.4. **5** Once an employee has opted for insured benefits coverage under Article FXT.10.2, ~~or~~ Article FXT.10.3, **or FXT.10.4** they will be required to maintain coverage for the duration of their fixed term employment, including any

AGREED TO ITEMS - FINAL

subsequent extensions or reappointments not broken by a 13 week or greater period of non-employment.

FXT.10.5 ~~6~~ Notwithstanding Article FXT.10.4 ~~5~~, a fixed-term employee working full-time hours may opt out of coverage within thirty-one (31) days following the start of a subsequent fixed-term reappointment where the hours of work are less than full-time.

AGREED TO ITEMS - FINAL

FXT.11 – TERMINATION OF EMPLOYMENT

FXT.11.1 Employment may be terminated by the Employer at any time with a minimum two (2) weeks' notice, or pay in lieu thereof.

AGREED TO ITEMS - FINAL

FXT.12 – OTHER ARTICLES APPLICABLE TO FIXED TERM EMPLOYEES

- 1 Recognition
- 2 Non-Discrimination/Harassment/Sexual Harassment
- 3 Management Rights
- 4 Information on Positions
- 5 Statement of Information/Duties to Employees
- 6 No Discrimination for Association Activities
- 7 Employee's Right to Representation
- 8 Leaves for Association Activities
- 9 Rights of Workplace Representatives
- 10 **Check Off of Association** Dues
- 12 Employer/Employee Relations Committees
- 13 Bulletin Boards
- 14 Correspondence between the Employer and the Association**
- 15 Dispute Resolution
- 16 Seniority/Continuous Service (16.2.1 and 16.2.2)
- 17 **Appointment to Regular Service Probationary Period** -(Articles 17.3.1 and 17.3.2)
- 18 Posting and Filling of Vacancies & New Positions (18.1, 18.3, 18.4, 18.5.2, 18.6 and 18.7.1)
- 20 Discipline and Discharge
- 21 Personnel Files and Disciplinary Records
- 23 Leaves - Articles 23.2.1(without pay), 23.3 (special and compassionate), 23.7 (jury/witness) **23.9.1 (emergency leave) and 23.10.1 (family medical leave)**
- 25 Health & Safety
- 27 Job Security - Article 27.1.1(b)
- 41 Meal Allowances
- 42 Kilometric Rates and Use of Private Vehicle
- 45 Merit Pay
- 46 Hours of Work
- 47 Alternative Work Arrangements
- 48 Reclassification to Another Bargaining Unit
- 50 Shift Premium**
- 51 53** Term and Renewal

AGREED TO ITEMS - FINAL

SCHEDULES TO RENEW

The parties agree to renew the following schedules:

- Volume II of the Collective Agreement
- Schedule 1 – List of Classifications
- Schedule 2 – Listing of New Job Evaluation/Job Classification Positions and Classifications
- Schedule 3 – Modules and Functional Groups

LETTERS OF UNDERSTANDING/MEMORANDA OF AGREEMENT TO DELETE

The parties agree to delete the following letters/memoranda:

- Letter of Understanding re: VRA Process for Determining Employee Status Disputes
- Letter of Understanding re: Part VI of the Voluntary Recognition Agreement
- Letter of Understanding re: Use of Employer Facilities and Equipment
- Letter of Understanding re: Term Classified Fixed Term Employees under the *Public Service of Ontario Act*
- Letter of Understanding re: References to Public Service Act and the Public Service of Ontario Act
- Letter of Understanding re Lump Sum Payments
- Corporate Internship Program
- Internationally Trained Professionals Internship Program

AGREED TO ITEMS - FINAL

LETTERS OF UNDERSTANDING/AGREEMENT THAT FORM PART OF THE COLLECTIVE AGREEMENT

Letter of Understanding re: Recognition Clause in Article 1 of Collective Agreement

May 5, 1998

The parties agree that the ~~modified~~ listing of **classifications positions** under the recognition clause is without prejudice to AMAPCEO's position that the scope of the recognition clause is not limited to the listed **classification positions**.

This letter of understanding forms part of the collective agreement.

Robert Stambula

For AMAPCEO

Nancy Fisher

For the Employer

AGREED TO ITEMS - FINAL

Letter of Understanding re Definition of “days”

This is to confirm the parties' agreement that a reference to a day or days in the Agreement means a reference to working days, unless otherwise specified.

This letter forms part of the collective agreement.

For AMAPCEO

For the Employer

AGREED TO ITEMS - FINAL

Letter of Understanding re Organ or Bone Marrow Donation

Re: Organ or Bone Marrow Donation

The Employer agrees that an employee who is an organ or bone marrow donor and is unable to attend to his or her duties is entitled to a leave of absence pursuant to Article 37 or PT 7.

This letter forms part of the Collective Agreement.

For AMAPCEO

For the Employer

AGREED TO ITEMS - FINAL

Letter of Understanding re: Alternative Work Arrangements

October 18, 2012

Robert Stambula
Chair, ~~AMAPCEO Negotiating Team~~

Re: Model agreements with respect to alternative work arrangements

Where the parties agree to an Alternative Work Arrangement pursuant to Article 47, it is agreed that the attached model agreements for compressed work week arrangements, telework pilot arrangements, and flexible hours of work arrangements as set out in Appendix A are authorized for use.

Sincerely,

David Brook
Lead Negotiator
Employee Relations Division, HR Ontario
Ministry of Government Services

Dated at Toronto, this ___ day of _____, 202_

Dave Bulmer
For the Association

For the Employer

AGREED TO ITEMS - FINAL

APPENDIX A

The model agreement with respect to compressed work week arrangements is set out below:

**MODEL AGREEMENT WITH RESPECT TO COMPRESSED WORK WEEK
ARRANGEMENTS**

MEMORANDUM OF AGREEMENT

Between

Financial Services Regulatory Authority

~~The Crown in Right of Ontario (Ministry of)~~

“the Employer”

and

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

(AMAPCEO)

“the Association”

This Compressed Work Week agreement is made in accordance with Article 47 of the AMAPCEO Collective Agreement. Except as specified in this agreement, ~~Ministry and Ontario Public Service~~ **FSRA** policies and directives and the Articles of the current respective AMAPCEO Collective Agreement apply to AMAPCEO employees covered by this Memorandum of Agreement.

1. WORK UNIT AND STAFF COVERED

Detailed and specific description of work unit and employees covered.

2. HOURS OF WORK

2.1 *Detailed description of the regular hours of work, with the attached cycle information where appropriate.*

2.2 Scheduled “CWW days off” cannot be accumulated and have no monetary value. “CWW days off” cannot be scheduled or taken on holiday (named in Article 29).

2.3 The employee agrees to exercise flexibility when operational needs arise. With reasonable notice, the hours of work will be adjusted when required to attend meetings and to otherwise meet operational needs.

2.4 If a “CWW day-off” is rescheduled, the rescheduled “CWW day-off” will be mutually agreed-upon within that or the following CWW cycle. Failing agreement the manager shall assign the day off.

2.5 All employees participating in this agreement are in Schedule 6.

AGREED TO ITEMS - FINAL

3. EXCESS HOURS OF WORK

- 3.1 Authorized periods of work in excess of the regular working period specified in Section 2.1 or on scheduled day(s) off will be compensated for in accordance with Article 46 of the AMAPCEO Collective Agreement.

4. SHORT TERM SICKNESS PLAN

- 4.1 The employee shall be entitled to full pay for the first 43.5 hours of absence due to sickness or injury and to the applicable percentage pursuant to Article 37, for the next 899 hours of absence due to sickness or injury, provided that there is an entitlement to pay under Article 37.

An employee at less than full pay, may exercise their option under Article 37.7.1 of the Collective Agreement by using accumulated credits to maintain full pay, provided that there is an entitlement to pay under Article 37.

- 4.2 For the purposes of the Attendance Management Policy, each day of absence due to sickness or injury will be considered as a single day and not prorated.

5. VACATION CREDITS/~~COC CREDITS~~

A deduction from the employee's vacation credits/~~COC credits~~ will be made for each day of approved vacation/~~COC credits~~ leave-of-absence. The deduction will be prorated to the length of the workday in the CWW cycle, as follows:
The credit will be prorated to the length of the CWW work day. For example, an employee off on a 7.76 hour CWW work day (3 week cycle), there will be a deduction of:

$$\frac{7.76}{7.25} \times 1 \text{ credit} = 1.07 \text{ credits}$$

A partial day's absence will be prorated on the same formula.

6. BEREAVEMENT/~~DISCRETIONARY AND SPECIAL AND COMPASSIONATE LEAVE~~

Such leaves are not to be prorated.

7. TRAINING ASSIGNMENTS

An employee shall be required to make up any time where their hours of attendance while on a training assignment together with any time worked during the training dates are less than the hours they would normally be required to work under the CWW agreement.

8. ATTENDANCE

AGREED TO ITEMS - FINAL

Attendance records must accurately reflect that an individual is participating in a Compressed Work Week Arrangement.

9. GENERAL

9.1 Employees will take a minimum 30 minute lunch period.

9.2 No lieu day or substitution is allowed if an employee is sick on a CWW day off.

10 TERM

This Agreement shall be for **___ months (no longer than 12 months in duration)** and will be effective from _____ to _____.

Without prejudice to the term of this CWW Memorandum of Agreement, it will be altered when and as required to reflect negotiated changes to the AMAPCEO Collective Agreement.

Either party may, upon thirty (30) calendar days written notice to the other party, terminate this CWW Memorandum of Agreement as per Article 47.3 of the AMAPCEO Collective Agreement.

DATED THIS DAY OF _____

AMAPCEO

~~Ministry Official~~ FSRA

Date

Date

AGREED TO ITEMS - FINAL

The model agreement with respect to telework pilot arrangements is set out below:

**MODEL AGREEMENT WITH RESPECT TO TELEWORK PILOT ARRANGEMENTS
MEMORANDUM OF AGREEMENT**

Between

Financial Services Regulatory Authority

~~The Crown in Right of Ontario (Ministry of)~~

“the Employer”

And

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

(AMAPCEO)

“the Association”

- | | | |
|---------------------------------|----------|---|
| Purpose | 1 | <p>The purpose of this document is to outline and clarify some of the issues involved in the telework initiative being conducted by <u>the Employer</u> the (insert Ministry, Division and Branch).</p> <p>The Employee should read this carefully and discuss any questions with their manager.</p> |
| Term | 2 | <p>This Agreement shall be for ____ months (no longer than 12 months in duration) and will be effective from ____ to ____.</p> |
| Telework Days per Week | 3 | <p>Telework days will not exceed ____ days per week at the alternative work location, but may be decreased at the request of the Employee or the Employer with reasonable notice.</p> <p>A work schedule identifying the Employee’s telework days will be developed between the Employee and their manager and attached to this document.</p> |
| Attendance at the Office | 4 | <p>The Employee understands and is aware of the requirement to report to the Employer’s official workplace on telework days for team meetings, training and/or at management’s discretion.</p> |

AGREED TO ITEMS - FINAL

Transportation **5** The Employee is responsible for transportation costs to and from the official workplace.

Work Hours **6** The Employee’s regular hours of work at the teleworkplace will be within the core hours of _____, Monday to Friday. The Employee will be accessible via telephone and on-line during these hours.

The Employee’s daily work schedule will consist of the same number of hours normally worked under their hours of work schedule (i.e., Schedule 6).

Tasks **7** The Employee will be performing the duties as described in the job description and will abide by all of the Employer’s directives, policies, procedures and legislation while teleworking.

Temporary Return to Official Workplace **8** The Employee may be required to temporarily return to the official workplace for a period of time due to operational requirements such as prolonged system failure and inoperable equipment.

Employee Salary and Benefits **9** The Employee’s salary, job responsibilities and benefits will not change due to their involvement in the telework agreement.

Teleworkplace **10** The Employee’s teleworkplace will be located at:

(There can be multiple teleworkplaces including other government offices)

_____.
(insert full address).

The Employee’s teleworkplace telephone number is:

_____.

The Employee will provide six weeks advance notice of any change to the teleworkplace location. The telework agreement cannot be extended to any other location, such as a seasonal home or cottage, without authorization from the Employee’s manager.

On telework days, the teleworkplace is the place of employment for the purpose of Article 42 of the AMAPCEO Collective Agreement.

The official workplace will remain the regular worksite/place of employment for all other entitlements under the collective agreement.

AGREED TO ITEMS - FINAL

Zoning Regulations **11** It is the Employee’s responsibility to ensure that a telework agreement is in accordance with the municipal zoning regulations and in accordance with the residential lease, if applicable.

Family Responsibility **12** The Employee will have arrangements in place for regular dependent (child or elder) care.

Government Employer Equipment **13** The Employer will determine what **government Employer** equipment is required and shall be provided at the teleworkplace; said equipment will be used only as part of the Employee’s official duties. A list of the equipment provided to the Employee will be attached to this document.

If there is a problem with the **government Employer** equipment provided, the Employee will bring it in to the official workplace for repair.

Safety and Security **14** The Employee is responsible for ensuring security and safety requirements are met in the teleworkplace to protect the Employee, information and equipment that may be provided by the **Employer Ministry**. A Health and Safety Telework Checklist, completed by the Employee and the manager, must be attached to this document.

The Employee will comply with the Employer’s security policies, standards and procedures and will exercise reasonable care to protect **government Employer** information, either electronic or hard copy, and assets against unauthorized disclosure, loss, theft, fire, destruction, damage or modification.

The Employee must also follow applicable confidentiality guidelines.

15 The Employee shall properly secure sensitive documents and related waste and bring them to the Employer’s official workplace for destruction. The Employee shall comply with security policies, standards and procedures while departmental documents are being transported.

16 The Employee will meet with clients only at the Employer’s official workplace or, if applicable, in the field.

AGREED TO ITEMS - FINAL

17 The Employee will ensure that **government Employer** information and assets are used in accordance with **government Employer** policies. The Employee will use only the software provided by the Employer.

18 The Employee must immediately notify the Employer of any work-related accident and/or injury or breach of security involving information and/or assets occurring at the teleworkplace.

Coverage by the Workplace Safety and Insurance Board (WSIB) applies to work-related accidents that arise out of or occur in the course of employment.

Insurance

19 The Employee is responsible for ensuring their home insurance policies include appropriate coverage for a home office, where applicable.

Teleworkplace Cost

20 The Employer will not be responsible for costs relating to the teleworkplace beyond the purchase, installation and maintenance of **government Employer** issued equipment and/or furniture.

On-site Visits

21 The Employee shall grant access to the teleworkplace to authorized representatives of the Employer, with proper identification, to carry out maintenance and/or provide technical support for **government Employer** property. The timing of such access will be arranged between the Employee and the Employee's manager.

Termination of Arrangement

22 The telework agreement may be terminated at any time by either the Employee or the Employer on thirty (30) calendar days written notice or earlier by mutual agreement.

It is the Employee's responsibility to inform the Bargaining Agent of the termination of this agreement.

The arrangement automatically terminates if the Employee leaves the position that is the subject of this agreement.

Without prejudice to the term of this Telework Agreement, it will be altered when and as required to reflect negotiated changes to the AMAPCEO Collective Agreement.

DATED THIS DAY OF _____

Employee

Manager

AGREED TO ITEMS - FINAL

AMAPCEO

~~Other Ministry Official (If required under the
Ministry delegation of authority)~~

AGREED TO ITEMS - FINAL

The model agreement with respect to flexible hours of work arrangements is set out below:

MODEL AGREEMENT WITH RESPECT TO FLEXIBLE HOURS OF WORK ARRANGEMENTS

MEMORANDUM OF AGREEMENT

Between

**Financial Services Regulatory Authority
~~The Crown in Right of Ontario (Ministry of)~~
“the Employer”**

And

**Association of Management, Administrative and Professional Crown Employees of Ontario (AMAPCEO)
“the Association”**

This Flexible Hours of Work (FHW) agreement is made in accordance with Article 47 of the AMAPCEO Collective Agreement.

Except as specified in this agreement, ~~Ministry and Ontario Public Service~~ **FSRA** policies and directives and the Articles of the current respective AMAPCEO Collective Agreement apply to AMAPCEO employees covered by this Memorandum of Agreement.

Section 1 – Employee(s) and Work Unit Covered

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

Section 2 – Hours of Work

2.1 The parties agree that the employee will adhere to the following weekly work schedule:

Work Day	Monday	Tuesday	Wednesday	Thursday	Friday	Lunch Period
Hours of Work						

AGREED TO ITEMS - FINAL

2.2 The employee agrees to exercise flexibility when operational needs arise. With reasonable notice, the hours of work will be adjusted when required to attend meetings and to otherwise meet operational needs.

Section 3 – Training Assignments

3.1 When an employee covered by this FHW agreement attends a training program, the Employer may change the employee’s scheduled hours of work as set out in this agreement.

Section 4 – Term

4.1 This Agreement shall be for ____ months (no longer than 12 months in duration) and will be effective from _____ to _____.

4.2 Either party may, on written notice of thirty (30) calendar days to the other party, terminate this Agreement.

DATED THIS DAY OF _____

Employee

Manager, ~~or other Ministry Official (if required under the Ministry delegation of authority)~~

AGREED TO ITEMS - FINAL

Co-Operative Education Program Memorandum of Agreement Between the Crown in Right of Ontario (~~Management Board of Cabinet~~) the Financial Service Regulatory Authority and the Association of Management, Administrative and Professional Employees of Ontario (AMAPCEO)

Preamble:

- (1) As part of the continuing mandate to implement strategies aimed at attracting, recruiting and retaining future youth and new professionals to **FSRA** ~~the Ontario Public Service~~, a Co-Operative Education Program for post-secondary students has been created.
- (2) Each year, based on the needs of the organization, the employer will review and identify key skill areas where recruitment of Co-Operative Education Program Students should be focused.
- (3) Co-Operative Education Program Students will receive exposure to a range of learning experiences relevant to their field of academic study.
- (4) The Co-Operative Education Program is not intended to adversely affect promotional, training and developmental opportunities of employees in the AMAPCEO bargaining unit or to provide replacements or substitutes for existing AMAPCEO represented employees.

Accordingly, the parties hereby agree as follows:

- (1) This agreement is intended to facilitate the implementation and operation of the Co-Operative Education Program, ~~within the OPS.~~
- (2) The Employer will create **or continue Co-Op positions** ~~the position of Co-Operative Education Student~~ within the AMAPCEO bargaining unit. **The number of AMAPCEO Co-operative Education Students at any time will not exceed 7.5% of the total size of the AMAPCEO bargaining unit.** ~~For the duration of the agreement, the Employer may employ up to a total of 150 Co-Operative Education Students in the workplace at any time.~~
- (3) A "Co-Operative Education Student" is a full-time fixed term employee hired into **the Co-Operative Education classification a Co-Op position** who is enrolled in a Co-Operative Education Training Program from a recognized college, university or other post-secondary institution.
- (4) Unless otherwise provided for in this agreement, all terms and conditions for Fixed Term Employees in the AMAPCEO Collective Agreement shall apply to Co-Operative Education Students, save and except for the following articles:

FXT.5: Attendance Credits and Sick Leave

AGREED TO ITEMS - FINAL

FXT.7: Filling of Positions with Fixed Term Employees

FXT.10: Payment in Lieu of Benefits

FXT.12:

- 8 Association Leave
- 16 Seniority
- 23 Leaves
- 27 Job Security
- 45 Merit Pay/~~Pay for Performance~~
- 47 Alternative Work Arrangements

For clarity, all other Articles listed in FXT.12 apply to Co-Operative Education Students.

Where conflicts exist between the AMAPCEO Collective Agreement and the Co-Operative Education Program Guidelines, the AMAPCEO Collective Agreement shall prevail unless otherwise explicitly provided for by this agreement.

- (5) Co-Operative Education Students will be paid a percentage of the annual salary minimum as specified in the AMAPCEO Collective Agreement, of the appropriate classification of the position that they are assigned to, as follows:

Co-Operative Education Work Term	Percentage of Classification
1	60
2	64
3	68
4	72
5	76
6	80

- (6) As training opportunities, the nature of the work performed by Co-Operative Education Students shall be special project work and will not be considered as vacant or new positions which otherwise require posting in accordance with the AMAPCEO Collective Agreement.
- (7) The Employer agrees to consult with AMAPCEO through the AERC ~~through the AMAPCEO Central Employee Relations Committee~~ on issues which arise through the implementation and operation of the Co-Operative Education Program.
- (8) Placements under the Co-Operative Education Program will not:
- (a) Include the non-trivial work of an AMAPCEO employee in the work unit who has been designated surplus or an AMAPCEO position that has been abolished in a work unit within the preceding 24 months.

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- (b) Be in work units under pre-notice of layoff under Article 27. When a pre-notice occurs within the work unit, any Co-Operative Education Students in the work unit will be reassigned.
 - (c) Substitute for the recruitment of an AMAPCEO position.
 - (d) Adversely affect direct assignment / recall opportunities of employees in the bargaining unit.
 - (e) Be considered to have ended by reason of layoff. Article 27.1.1(b) is therefore, not applicable to Co-Operative Education Students.
- (9) The term of this agreement shall expire with the Collective Agreement.

Dated at Toronto, this **[Date]** day of **[Month]**, 2023.

For the Association

For the Employer

AGREED TO ITEMS - FINAL

TRANSITION EXIT INITIATIVE

**TRANSITION EXIT INITIATIVE
MEMORANDUM OF AGREEMENT**

Between

**ASSOCIATION OF MANAGEMENT, ADMINISTRATIVE AND PROFESSIONAL
CROWN EMPLOYEES OF ONTARIO**

**(“the Association”)
And**

FINANCIAL SERVICES REGULATORY AUTHORITY OF ONTARIO

**~~THE CROWN IN RIGHT OF ONTARIO as represented by the
Treasury Board Secretariat~~
 (“the Employer”)**

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

1. All regular and regular part-time employees will be eligible to apply to a Transition Exit Initiative (TEI).
2. An employee may request in writing voluntary exit from employment with ~~the OPS~~ **FSRA** under the TEI, which request may be approved by the Employer in its sole discretion. The Employee’s request will be submitted to the **Director, Strategic Human Resources** ~~Corporate Employer~~. The Employer’s approval shall be based on the following considerations:
 - i. At the time that an employee TEI request is being considered, the Employer has plans to reduce positions in the AMAPCEO bargaining unit; and
 - ii. The Employer has determined in its discretion that the employee’s exit from employment supports the transformation of **FSRA** ~~the Ontario Public Service~~.

The Employer shall provide written confirmation of receipt of the employee’s request within 30 days with a copy to the Association. If the employee’s request is approved, the Employer shall provide written notification to the employee with a copy to the Association. An employee may withdraw his/her request by written notice to the **Director, Strategic Human Resources** ~~Corporate Employer~~.

AGREED TO ITEMS - FINAL

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

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

5. An employee who exits from employment under the TEI will only be entitled to the following:

i. A lump sum of six (6) months' pay, plus one (1) week pay per year of continuous service; or

ii. Continuance of salary plus benefits (except STSP and LTIP) for six (6) months commencing on the date set out in Paragraph 6, plus one (1) week pay per year of continuous service or its equivalent period of further salary continuance plus benefits (except STSP and LTIP). For clarity, during the salary continuance period, employee and Employer pension contributions and vacation and pension credits will continue to accrue. Notwithstanding the above, the further salary continuance period shall not be greater than the length of time between the commencement of the salary continuance and the end of the month in which the employee will attain sixty-five (65) years of age. Any remaining balance will be paid forewith to the employee as a lump-sum.

iii. Where the employee does not choose a specific pay-in-lieu option, the employee shall be deemed to have chosen the lump sum option under 5(i).

6. In the event that an employee who exits ~~FSRA the OPS~~ under the TEI is reappointed to a position in ~~FSRA the Ontario Public Service~~ within 24 months, the employee will repay to the Minister of Finance the six month lump sum paid out under paragraph 5 above.

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

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

9. Employees exiting under the TEI shall have the entitlements in Paragraph 5 in lieu of the entitlements in Article 27.15 (Severance Entitlements), 27.20 (Enhanced Severance), and Article 38 (Termination Payments) of the Collective Agreement.

10. The parties agree that all employees exiting under the TEI are doing so pursuant to a program of downsizing undertaken by the Employer and in so doing are preventing

AGREED TO ITEMS - FINAL

another employee from being laid off. Accordingly the Employer agrees to take all necessary steps to attempt to ensure that the Employment Insurance Commission recognizes that the entitlement to Employment Insurance of employees who are laid off and who take a pay-in-lieu of notice option qualifies as registered 'workforce reduction processes' under the Employment Insurance Act.

11. The parties agree that at no time will the number of employees exiting under the TEI exceed the number of positions identified by the Employer to be reduced in the bargaining unit, without the agreement of the parties.

12. This MOA forms part of the collective agreement.

13. This Memorandum expires upon the expiry of the Collective Agreement

Dated at Toronto this ____ day of _____, 20____

For AMAPCEO

For the Employer

AGREED TO ITEMS - FINAL

Memorandum of Agreement re: Implementation of New Job Evaluation System

Whereas in the Collective Agreement that expired on March 31, 2004, the parties, in a letter of understanding, agreed to discuss the possibility of a new job classification/evaluation system;

And whereas, subsequent to that date the parties have signed Memoranda of Agreements on November 26, 2003, April 5, 2005, March 27, 2007 and April 27, 2009 where the parties agreed on processes for the completion of the job evaluation project, including the negotiation of the rates and salaries and any other monetary consequences of the implementation of the new job evaluation and classification system;

And whereas the parties have reached agreement on the implementation of a new Job Evaluation/Classification System:

The Employer and AMAPCEO agree to the following with respect to the implementation of a new Job Evaluation/Classification System:

1. The classification levels and salary ranges outlined in Appendix A are the new classification levels and salary ranges for the Job Evaluation/Classification system and shall be set out in the collective agreement. Upon implementation of the new job evaluation/classification system on October 1, 2013, these classification levels and salary ranges shall replace the existing classifications in Schedule 1 of the 2009-2012 collective agreement at pp. 120-127, and the corresponding salary schedule, at pp. 158-164 of that collective agreement.
2. Joint Working Group and Joint Steering Committee
 - i. The Joint Working Group (JWG) and Joint Steering Committee (JSC) shall be continued for the purposes of evaluating jobs under this Memorandum of Agreement.. The terms of reference for the JWG and JSC shall be as set out in Appendix G and H.
 - ii. Once all of the remaining positions referred to in subparagraph 4 (ii, Appendix D), (iii, Appendix E) and (iv, Appendix F) below have been evaluated and agreed to, the JSC and JWG shall be disbanded.
3. System for Evaluation of Positions

The parties agree that they will jointly evaluate and classify all the positions in sub-paragraphs 4 (ii), (iii), (iv) and paragraph 7 below in accordance with the following four documents: "Factor Language and Plan Overview", "Final Factor Language", Validation Process Flowchart, and paragraph 6 of the Memorandum

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of Agreement dated April 5, 2005, "A New Job Classification System for AMAPCEO" (which documents are attached as Appendix B.

4. In Scope Jobs

- i. All positions that have been jointly evaluated by the parties up to the date hereof and whose new levels have been agreed to by the parties, are set out in Appendix C of this Memorandum which includes their existing classification and their new classification level.
- ii. All positions created prior to September 30, 2010 and which have not yet been described and/or evaluated jointly by the parties, are set out in Appendix D to this Memorandum of Agreement. Any position that is found to have been omitted shall be added to and form part of Appendix D.
- iii. The positions in Appendix C that have been identified by the Employer as potentially having changed significantly since they were initially described and evaluated, are set out in Appendix E.
- iv. The positions that have been created from October 1, 2010 to the date of ratification of this collective agreement are set out in Appendix F.
- v. All positions identified in Appendices D and F that do not have job descriptions drafted pursuant to the new job evaluation/classification system shall be described by the Employer according to the previously agreed to system, criteria, processes and procedures for completion of job descriptions. During this process, the Employer will provide the opportunity for each employee, or group of employees, and their manager(s), to review and comment upon his/her job description. Employees shall have fifteen (15) working days to provide any comments on his/her/their job description. The Employer will keep AMAPCEO apprised of progress during this process in writing on at least a monthly basis.
- vi. The positions identified in Appendix E shall have their job descriptions reviewed and updated as may be necessary according to the previously agreed to system, criteria, processes and procedures for completion of job descriptions. During this process, the Employer will provide the opportunity for each employee, or group of employees, and their manager(s), to review and comment upon his/her revised or, if not revised, the unchanged job description. Employees shall have fifteen (15) working days to provide any comments on his/her/their job description. The Employer will keep AMAPCEO apprised of progress during this process in writing on at least a monthly basis. The positions will then be re-evaluated by both the Employer and by the Association. The parties through the JWG and JSC, shall either confirm the existing classification, agree on a

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new classification or the matter will be put forward for final determination under paragraph 6. Sub-paragraphs vii - x of this paragraph and paragraph 7 of this Memorandum apply to these re-evaluations.

- vii. The evaluation of positions as described in subparagraphs 4 (ii) above, pursuant to the job classification/evaluation system as described in paragraph 3, shall be completed by the Employer by December 30, 2012, and submitted to the Association for its review at that time. The evaluation of positions as described in subparagraphs 4(iii) and (iv) above, pursuant to the job classification/evaluation system as described in paragraph 3, shall be completed by the Employer and submitted to the Association for its review on at least a monthly basis beginning November 30, 2012 and completed not later than February 28, 2013. The Association shall complete its review of these evaluations as soon as possible. Following review by the Association, the joint review of all remaining positions are to be conducted by the JWG and shall be completed as soon as possible.
- viii. The JSC may provide direction to the JWG and discuss any unresolved matters that are forwarded by way of written submission from the JWG.
- ix. The joint review of all written submissions referred to the JSC by the JWG shall be completed not later than September 30, 2013.
- x. The parties agree that there will be consultation and collaboration between the parties throughout the process. There will be full disclosure and sharing of information for all technical aspects of the process for implementing the job classification/evaluation system. In support of the completion of the project in a timely and collaborative manner, the parties agree to implement the following data sharing protocol:

The Employer shall send the Association data monthly, commencing on September 30, 2012. This data shall include the same type of data as has been previously provided, including:

- (a) Linked_Pos
- (b) JD Table of Contents
- (c) Accompanying folders (i.e. job description folders, comment folders, PIQs, legacy job descriptions and rationales)

The Association shall advise the Employer of any data integrity issues it identifies within one week of identifying the issue, and in any event no later than three (3) months after receipt of the information.

The sharing of data will continue until all positions in sub-paragraph 4 (ii-iv) are determined and all outstanding issues concerning them are resolved.

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5. Date of Implementation

The date of implementation of the new classification levels and salary ranges resulting from implementation of the new Job Evaluation/Classification system shall be effective October 1, 2013.

6. Dispute Resolution Process for Job Evaluation Failing Agreement of the Parties

- i. If the parties are unable to reach consensus in the JWG, regarding any of the remaining issues in dispute in respect of positions in sub-paragraphs 4ii-4iv, all outstanding issues in dispute will be forwarded by way of written submission to the JSC.
- ii. If the JSC is unable to reach consensus, the Association may request that an analysis of the employee's classification be completed and submitted to the JSC by a jointly agreed upon third-party neutral. The parties will share the cost of the third-party. The third-party will be provided with the following information:
 - a) The employee's job description;
 - b) The Job Evaluation Plan;
 - c) The Evaluation Rationale for each Position in dispute;
 - d) A summary, limited to two pages, from each party on the JWG and setting out their respective positions;
 - e) Each party will provide no more than three (3) comparators from one level below, one level above and from within the level.

The third-party may make such other inquiries as he/she may deem necessary and shall provide a written report to the parties within 30 days of the referral of the issue to him/her. The report will be considered by the JSC in an attempt to reach consensus.

- iii. If the JSC is unable to reach consensus, all outstanding issues in dispute shall be referred by way of written submissions to a Job Evaluation Appeals Committee (JEAC)
- iv. The JEAC shall consist of the Deputy Minister of TBS or his/her designee and the President of AMAPCEO or his/her designee. The Deputy Minister's designee shall not have been a member of the JSC with respect to the matter in dispute.
- v. The JEAC shall attempt to resolve the matters by meeting and discussion. If the parties reach agreement at the JEAC, it shall issue a written decision without reasons, and such decision shall be final and binding. If the JEAC is unable to resolve the matter within 30 days following their first meeting, then the Deputy Minister or his/her designee

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shall issue a written decision without reasons, and such decisions shall be final and binding.

vi. For positions in Appendix C, D, E and F, and paragraph 7, the final determination of the level of a position, as well as the module and functional group for the purposes of redeployment, shall be effective on the date of implementation.

7. Dispute Resolution Process for Individual Employees Arising from the Implementation of the New Job Evaluation System

i. Not later than 60 days following ratification of this agreement, all employees in positions listed in Appendix C will be advised in writing as to the assignment of their position to a classification level as agreed to by the parties in the Joint Working Group and the Joint Steering Committee. Within 60 days of an Appendix C employee being advised of his/her classification under the new job evaluation/classification system, an employee who alleges that his/her position has been improperly classified because his/her new job description does not accurately reflect their current duties or who alleges that the compensable factors were wrongly applied may discuss the claim with his/her immediate supervisor at any time. Employees in positions listed in Appendices D, E and F will have the right to invoke this process within 45 days of being advised of the position's assignment to a classification level.

ii. No later than 30 days following the employee attempting to initiate the discussion under paragraph (i), if the matter remains unresolved, the employee may refer their claim to the identified AMAPCEO representative and shall complete and submit the Job Evaluation Review Form agreed to by the parties.

iii. Within 15 days of receipt of the Job Evaluation Review Form, AMAPCEO will provide the Form to the Corporate Employer (TBS). The Corporate Employer will have 45 days, or such longer period as the parties agree, to provide a written response to the Form. If the employee is not satisfied with the Corporate Employer's written response, then AMAPCEO will submit the matter, to the JWG within 15 days.

iv. The JWG will meet and review the Job Evaluation Review Form, and any additional material submitted by the Employer or the Association. If the parties are unable to reach consensus at the JWG within 30 days, the dispute, and the materials filed, may be forwarded by AMAPCEO to the JSC.

v. The JSC will meet and review the matter. If the JSC is unable to reach consensus within 30 days, AMAPCEO may refer the dispute to the JEAC. The JEAC shall consist of the Deputy Minister of TBS or his/her designee

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and the President of AMAPCEO or his/her designee. The Deputy Minister's designee shall not have been a member of the JSC with respect to the matter in dispute.

vi. The JEAC shall attempt to resolve the matters by meeting and discussion. If the parties reach agreement at the JEAC, it shall issue a written decision without reasons, and such decision shall be final and binding. If the JEAC is unable to resolve the matter within 30 days following their first meeting, then the Deputy Minister or his/her designee shall issue a written decision without reasons, and such decisions shall be final and binding.

vii. Where as a result of this review process a position is assigned to a higher classification level, the resulting adjustment to the employee's salary, if any, shall be effective the date of implementation

8. Jobs created on or after the date of ratification:

Subject to the provisions of the collective agreement and the provisions of this Memorandum, it is agreed that the Employer retains the right to classify employees in positions, and to manage and maintain the job classification and the job classification/evaluation system on an on-going basis, following the completion of the job evaluation/classification project.

9. Maintenance of Job Evaluation

(a) The Employer shall continue to provide the AMAPCEO President with a copy of the job description when the Employer establishes a new position in accordance with Article 4.1 of the AMAPCEO Collective Agreement.

(b) The Employer shall continue to provide the AMAPCEO President with disclosure where changes in AMAPCEO-represented job classifications occur in accordance with the collective agreement.

(c) Once every five (5) years effective October 1, 2013, the Employer and AMAPCEO shall carry out a joint review of the Employer's ongoing maintenance of the job evaluation system over the previous five (5) year period.

10. Pay Administration

The following Pay Administration rules pertain only to employees moving from the old job classification system into the new job evaluation/classification system and have no application to other reclassifications under the collective agreement

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(a) An employee whose current salary is below the minimum of the new range for his/her position will be moved to the new minimum effective the date of implementation.

(b) An employee whose current salary is above the new minimum and below or equal to the new maximum of the new salary range for his/her position will move into the new salary range at his/her current salary effective the date of implementation.

(c) An employee whose current salary is above the maximum of the new salary range for his/her position shall maintain his/her current salary until the maximum of the new salary range exceeds their salary, at which time he or she may progress in the new range in accordance with Article 45. For clarity the employee will not be entitled to receive across the board increases, if any, while his/her salary is above the new maximum of the new salary range.

(d) The anniversary date of an employee covered by this paragraph shall remain unaffected by the movement to the new level.

(e) For clarity, Article 19 shall not apply to the movement in this paragraph.

The Association agrees that it will not initiate, pursue or support any pay equity complaint that is inconsistent with this pay administration paragraph.

11. Subject to the other provisions and requirements of this Memorandum of Agreement, this Memorandum supersedes any and all other previous agreements, arrangements or understandings with respect to the implementation of a new job evaluation/classification system. Accordingly, subject to the other provisions and requirements of this Memorandum, all such previous agreements, arrangements or understandings are hereby void.
12. This Memorandum, and its attached Appendices and Schedules, form part of the Collective Agreement.

Note: Appendices A to H under this MOA are provided in Volume II of the Collective Agreement:

APPENDIX A: Classification levels and Salary Ranges.

APPENDIX B: -Factor Language and Plan Overview;

-Final Factor Language;

-Validation Process Flowchart;

-Paragraph 6: April 5, 2005 MOA "A New Job Classification System for AMAPCEO."

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- APPENDIX C: All positions that have been jointly evaluated by the parties up to the date hereof and whose new levels have been agreed to by the parties.
- APPENDIX D: All positions created prior to September 30, 2010 and which have not yet been described and/or evaluated jointly by the parties.
- APPENDIX E: Positions in Appendix C that have been identified by the Employer as potentially having changed significantly since they were initially described and evaluated.
- APPENDIX F: Positions that have been created from October 1, 2010 to the date of ratification of this Collective Agreement.
- APPENDIX G: Joint Working Group Terms of Reference.
- APPENDIX H: Joint Steering Committee Terms of Reference.

For AMAPCEO

For FSRA

AGREED TO ITEMS - FINAL

Pay Equity MOA

**PAY EQUITY
MEMORANDUM OF AGREEMENT
Between
ASSOCIATION OF MANAGEMENT, ADMINISTRATIVE AND PROFESSIONAL
CROWN EMPLOYEES OF ONTARIO
("the Association")
And**

FINANCIAL SERVICES REGULATORY AUTHORITY OF ONTARIO

**~~THE CROWN IN RIGHT OF ONTARIO as represented by the
MINISTRY OF GOVERNMENT SERVICES
("the Employer")~~**

1. The parties have reached an agreement on the implementation of a new Job Evaluation/Classification system. The parties agree that the new Job Evaluation/Classification system is a gender neutral evaluation system and is compliant with the *Pay Equity Act*.
2. The parties have negotiated and agreed to the classification levels and salary ranges set out in Schedule B to the Collective Agreement, effective October 1, 2013.
3. The parties agree that the implementation of the new Job Evaluation/Classification system and the classification levels and salary ranges set out in Schedule B of the Collective Agreement do not increase the pay equity liability, if any, that the Employer may have arising in respect of the period prior to October 1, 2013.
4. The parties agree to use reasonable efforts to negotiate a revised Pay Equity Plan prior to the implementation of the Job Evaluation/Classification system.
5. The parties further agree that, for the purposes of subsequently developing a revised Pay Equity Plan as required by the Pay Equity Act, the following will constitute a non-exhaustive list of male job classes in the AMAPCEO bargaining unit:

<i>Classification Level</i>	<i>Male Job Class</i>
4	Maintenance Co-ordinator
5	Contract Services Administrator
6	Senior Project Manager
7	Senior Economist

AGREED TO ITEMS - FINAL

Letter of Agreement on Job Evaluation

JOB EVALUATION

LETTER OF AGREEMENT

Between

**ASSOCIATION OF MANAGEMENT, ADMINISTRATIVE AND PROFESSIONAL
CROWN EMPLOYEES OF ONTARIO
("the AMAPCEO")**

and

**FINANCIAL SERVICES REGULATORY AUTHORITY OF ONTARIO
(the "Employer")**

WHEREAS the current Collective Agreement contains a number of memoranda of agreement and appendices related to the job evaluation negotiated between AMAPCEO and the predecessor employer;

AND WHEREAS the parties recognize that there may be changes to the job evaluation and classification system and related documents required or desired given the differences from the predecessor employer;

AND WHEREAS the parties wish to continue those discussions outside of the collective bargaining process;

The Employer and AMAPCEO agree to the following:

1. During the life of this Collective Agreement, the parties will meet to discuss and review the following (together referred to as "Job Evaluation Documents"):
 - (a) Volume II of the Collective Agreement;
 - (b) Schedule 1 – List of Classifications;
 - (c) Schedule 2 – Listing of New Job Evaluation/Job Classification Positions and Classifications;
 - (d) Schedule 3 – Modules and Functional Groups;
 - (e) Memorandum of Agreement re Implementation of New Job Evaluation System;
 - (f) Pay Equity Memorandum of Agreement; and

AGREED TO ITEMS - FINAL

- (g) Any other related letters of understanding, memoranda of agreement, or appendices, agreed to by the parties.
- 2. During these discussions, the Parties may agree in writing to amendments to the Job Evaluation Documents which would form part of the Collective Agreement. The Parties may also review and discuss the job evaluation and classification system and negotiate any changes to it. Any changes to the system, the Job Evaluation Documents, or the adoption of a new system must be mutually agreed to.
- 3. If the parties are unable to reach agreement on amendments to the Job Evaluation Documents, or to the job evaluation and classification system, either party may bring forward these items in the next round of collective bargaining.
- 4. This letter forms part of the Collective Agreement and shall expire with the Collective Agreement.

For AMAPCEO

For the Employer

AGREED TO ITEMS - FINAL

Letter of Understanding on Multiple Work Locations

In recognition of the fact that the first Collective Agreement between AMAPCEO and FSRA contained numerous provisions providing various rights and entitlements to AMAPCEO, bargaining unit employees and the Employer in situations where there are multiple work locations.

And in recognition of the fact that FSRA currently only has one location, at 25 Sheppard Ave, Toronto, and currently has no intention of creating a second location.

The parties agree that in the event that FSRA commences operations out of two or more locations:

1. All reports to AMAPCEO containing information about bargaining unit employees, surplussing, layoffs, vacancies or new AMAPCEO positions shall include the work location of the employee or the position.
2. All reports to AMAPCEO under article 52 shall contain the work location of the person performing bargaining unit work.
3. No employee shall be demoted or reassigned to a work location greater than 40kms from their current work location without their consent.
4. No employee shall be directly assigned or bumped to a work location more than 40 kms from their work location without their consent. Employees shall be given an option to select the work locations that they are willing to accept for the purposes of targeted direct assignment, bumping, compassionate transfers and health reassignments. In the event that the employee selects a work location greater than 40 kms from their current work location, they shall not be entitled to relocation expenses.
5. The parties shall meet at least 90 days prior to the commencement of operations of any additional work location to negotiate language with respect to the relocation of positions. In the event that the parties cannot agree to new language, the parties shall adopt the relocation language of the OPS-AMAPCEO collective agreement as at March 31, 2022.

Dated at Toronto, this ___ day of _____, 202_

Dave Bulmer
For the Association

For the Employer

AGREED TO ITEMS - FINAL

Letter of Understanding on Religious Accommodation

The Parties acknowledge that for the purposes of administering article 23.4 (Religious Accommodation), the Employer currently utilizes the Listing of Religious Holy Days prepared by the Ontario Public Service Centre for Public Sector Labour Relations and Compensation. For clarity, nothing herein limits the right of AMAPCEO to assert that a day not included in this Listing is eligible for Religious Accommodation.

The Employer agrees that it will review the Listing of Religious Holy Days on an annual basis and will provide AMAPCEO will an updated Listing following its review.

Dated at ___ this ___ day of 202_

For AMAPCEO

For the Employer

AGREED TO ITEMS - FINAL

LETTER OF AGREEMENT re FORMER ARTICLE 38 – TERMINATION PAYMENTS

[Housekeeping Note: Underline and strikethrough reflect changes from Article 38]

WHEREAS the parties wish to maintain the entitlement to termination payments for former OPS employees who transferred to FSRA on June 10, 2019 (the “Transfer Date”), the parties agree to the following:

- 1.1 Except where an employee voluntarily resigns, ~~he or she~~ **the employee** is entitled to termination payments as provided for in the *Public Service of Ontario Act, 2006*, Management Board of Cabinet Compensation Directive, August 20, 2007, sections 60 through 68, which are hereby incorporated by reference into this agreement.
- 1.2 Notwithstanding **paragraph 1.1 Article 38.1**, an employee employed as of April 5, 2005 who voluntarily resigns is entitled to termination pay for service accrued up to April 5, 2005.
- 1.3 An employee who retires under a provision of the Public Service Pension Plan is entitled to termination pay for service accrued up to December 31, 2015. The termination pay will be based on the rate the employee was being compensated at on December 31, 2015.
- 1.4 Notwithstanding **paragraph 1.1 Article 38.1**, an employee appointed on or after January 1, 2010 is not entitled to termination payments as provided for in this **article agreement**.

For clarity, this does not apply to a fixed term employee who on or after January 1, 2010 is appointed to the regular service, where that regular employee's continuous service will include any fixed term service accumulated on or before January 1, 2010.

- 1.5 **The entitlement to termination payments only applies to employees who transferred directly from the Ontario Public Service (OPS) to an AMAPCEO-represented position at FSRA on or before June 10, 2019 or after June 10, 2019 if they were on a leave on the Transfer Date and references to service in this article relate to service in the employment of the Crown.**

- 1.6 **Notwithstanding anything in this Letter of Agreement or the documents to which it refers, there shall be no new accrual of**

AGREED TO ITEMS - FINAL

termination payments under this Letter of Agreement after June 10, 2019.

This letter forms part of the collective agreement.

For AMAPCEO

For FSRA

AGREED TO ITEMS - FINAL

SALARY SCHEDULE A

[Housekeeping Note: Salary Schedule A to be completed]

AGREED TO ITEMS - FINAL

SALARY SCHEDULE B

APPENDIX A of MOA re: Implementation of New Job Evaluation System

Classification Levels and Salary Ranges

Classification Levels	Salary Range Minimum	Salary Range Maximum
1	48,000.00	60,101.00
2	50,000.00	65,960.00
3	54,000.00	72,490.00
4	60,650.00	82,250.00
5	64,605.00	90,300.00
6	69,680.00	99,600.00
7	75,000.00	105,740.00
8	85,000.00	116,210.00

On the basis of market considerations identified by the Employer the following positions shall be paid in the salary ranges set out for each position below for the term of this collective agreement:

Position/Level	Salary Note Maximum
ACTUARY 4	\$ 60,650 - \$85,979
ACTUARY 5	\$ 64,605 - \$ 92,540
ACTUARY 6	\$69,680 - \$99,600
ACTUARY 7	\$75,000 - \$109,321
EDUCATION OFFICER 6	\$69,680 - \$116,683
SENIOR PROJECT MANAGER 7	\$75,000 - \$116,200
SR ECON OFFICER 8	\$85,000 - \$127,024
ARBITRATOR 8	\$85,000 - \$129,156

The Ontario Internship Program salary rate shall be as follows, and shall not be revised to provide for any across the board increases in accordance with Article 44:

INTERN 1	\$44,938 - \$54,710
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AGREED TO ITEMS - FINAL

LETTERS OF UNDERSTANDING/AGREEMENT THAT DO NOT FORM PART OF THE COLLECTIVE AGREEMENT

Letter of Understanding re: Pregnancy and Parental Leave

This letter shall confirm the parties agreement that in event of any subsequent amendments to the *Employment Insurance Act* and/or the *Employment Standards Act, 2000* which impact provisions for pregnancy and parental leave, the parties will meet in a timely manner to review the changes and negotiate any applicable cost-neutral changes to the current pregnancy and parental leave provisions in the Collective Agreement

Dated at Toronto, this ___ day of _____, 202_

Dave Bulmer
For the Association

For the Employer

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

AGREED TO ITEMS - FINAL

Letter of Understanding re: Accessibility of the Collective Agreement

Letter of Understanding re: Accessibility of the Collective Agreement

In recognition of the importance of promoting greater diversity and inclusion at FSRA, the parties agree that they will endeavour to make the AMAPCEO collective agreement accessible during the collective agreement editing process in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005*.

Dated at Toronto, this ___ day of _____, 202_

Dave Bulmer
For the Association

For the Employer

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

AGREED TO ITEMS - FINAL

LETTER OF AGREEMENT RE BENEFITS FOR FORMER DICO EMPLOYEES

LETTER OF AGREEMENT

Between
ASSOCIATION OF MANAGEMENT, ADMINISTRATIVE AND PROFESSIONAL
CROWN EMPLOYEES OF ONTARIO

(“AMAPCEO”)

and

FINANCIAL SERVICES REGULATORY AUTHORITY OF ONTARIO

(“FSRA”)

Re: Benefits for Former DICO Employees

1. The Parties agree that, notwithstanding article 31.1 and 31.2 of the Collective Agreement, the former DICO employees listed in Appendix A shall remain on the non-union Health, Accidental Death and Dismemberment, Dental, Long Term Disability, Life Insurance, Optional Life Insurance, and Health Care Spending Account (the “non-union benefit plans”) until the earliest of:
 - a. The employee obtains a different permanent position within FSRA, at which point the employee will join the benefit plans applicable to the position;
 - b. The employee leaves the employ of FSRA; or
 - c. The employee elects to join the AMAPCEO benefit plans. This election is irrevocable and the employee must join all AMAPCEO benefit plans at the time of the election.

Signed at _____ this ___ day of _____, 2024

For AMAPCEO

For the Employer

Appendix A

[Housekeeping Note: LIST EMPLOYEES HERE]

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

AGREED TO ITEMS - FINAL

Letter of Understanding Re: Hybrid Workplace

The Employer has implemented a hybrid work option for most employee groups. Under this option, employees are required to come into the office for a minimum of three days per week and may telework for up to two days per week.

The parties agree that employees eligible to participate in hybrid work may work solely in the office. The parties also agree that employees may request additional telework or another alternate work arrangement pursuant to article 47 of the Collective Agreement.

The Employer agrees that in the event it decides to change its direction with respect to the hybrid work option, it will consult AMAPCEO to allow the opportunity for input and feedback about the change and the timeline for implementation.

This letter shall expire on March 31, 2025 and does not form part of the Collective Agreement.

Dated at Toronto, this ___ day of _____, 202_

For AMAPCEO

For the Employer

AGREED TO ITEMS - FINAL

MEMORANDUM OF AGREEMENT ON REASONABLE AND CUSTOMARY LIMITS FOR CERTAIN PARAMEDICAL BENEFITS

MEMORANDUM OF AGREEMENT

Between
ASSOCIATION OF MANAGEMENT, ADMINISTRATIVE AND PROFESSIONAL CROWN EMPLOYEES OF ONTARIO

(“AMAPCEO”)

and
FINANCIAL SERVICES REGULATORY AUTHORITY OF ONTARIO

(“FSRA”)

Re: Reasonable and Customary Limitations for Paramedical Benefits

WHEREAS in *Association of Management, Administrative and Professional Crown Employees of Ontario v Ontario (Treasury Board Secretariat)*, [2022 CanLII 70867 \(ON GSB\)](#), Arbitrator Herlich concluded that Reasonable and Customary (“R&C”) limitations found in the benefit plan with respect to massage benefits do not apply to claims for massage services under the terms of the plan before him;

AND WHEREAS AMAPCEO and FSRA discussed the implications of Arbitrator Herlich’s award on FSRA’s Supplementary Health and Hospital Insurance Plan (“SH&HI Plan”) during collective bargaining for the 2022-2025 collective agreement;

AND WHEREAS AMAPCEO and FSRA are not aware of any employees impacted by the application of R&C limitations at FSRA;

NOW THEREFORE AMAPCEO and FSRA agree on the following terms and conditions on a without prejudice and precedent basis:

1. FSRA will direct Canada Life to cease applying R&C limits provided for in the SH&HI Plan to eligible paramedical benefits set out in Articles 34.2(e) and PT.10.3(e) on a going forward basis.
2. For clarity, paramedical expenses for services incurred by plan members or their dependents under the SH&HI Plan shall be reimbursed to a maximum of the per visit amount in Articles 34.2(e)(i) & 34.2(e)(iii) and PT 10.3(e)(i) and PT 10.3(e)(iii) or at the per half hour rate in Articles 34.2(e)(ii) and PT 10.3(e)(ii), as applicable, up to the annual maximum for each service provider subject to and in accordance with the Collective Agreement including where Canada Life is the 1st payor or the 2nd payor under the coordination of benefits provisions.
3. A claim is not payable hereunder for any portion paid by another benefit plan including under the rules governing coordination of benefits, and the responsibility of the SH&HI Plan is limited to the unpaid portion of the claim.

AGREED TO ITEMS - FINAL

4. The Parties acknowledge that nothing in this Agreement modifies or in any way alters the application of the SH&HI Plan's Coordination of Benefit provisions, including the R&C limits being applied by Canada Life, in respect of any other insured benefits under the SH&HI Plan as applicable. The Parties further acknowledge that nothing herein affects either Party's position with respect to whether or not R&C limits apply to any other benefit.
5. The Parties agree that this agreement is made without prejudice and without precedent to any other matter between the Parties.
6. AMAPCEO releases and forever discharges the Employer, Canada Life, and their servants, agents and directors of and from all actions, causes of action, claims and demands of every nature and kind, statutory or otherwise, arising out of the R&C limitations for any paramedical benefits claims submitted prior to the date of this agreement.

Signed at Toronto, Ontario this ____ day of November, 2024

For AMAPCEO

For the Employer

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

AGREED TO ITEMS - FINAL

MINUTES OF SETTLEMENT RE EI TOP UP

MINUTES OF SETTLEMENT

BETWEEN

Financial Services Regulatory Authority

(the “Employer”)

- AND –

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

(AMAPCEO)

RE: Association Dispute – Maternity Leave/Parental Leave/EI Top up

WHEREAS AMAPCEO filed an Association Dispute dated November 21, 2022 alleging that the Employer has not topped up the salary of employees to 93% of their salary when the employee is in receipt of extended parental EI benefits (the “Dispute”);

AND WHEREAS the Parties have agreed to revised collective agreement language related to the calculation of EI top up benefits during an extended parental leave;

AND WHEREAS the Parties wish to resolve this matter without litigation;

THE PARTIES THEREFORE AGREE:

1. Until the revised language of the 2022-2025 Collective Agreement (Article 24.13.2) comes into effect, the Employer will pay employees eligible for Supplementary Employment Benefit Plan benefits based on the difference between the gross EI benefit received (even where the employee is in receipt of a lower extended EI benefit) and 93% of the Employee’s salary.
2. AMAPCEO agrees that the Dispute is settled.
3. This memorandum of settlement is without prejudice and without precedent to any other matter between the parties.

Dated at Toronto, this ____ day of November, 2024

For AMAPCEO

For the Employer

AGREED TO ITEMS - FINAL