

Collective Agreement

APRIL 1, 2025 TO MARCH 31, 2028

between

**THE COLLEGE OF MIDWIVES
OF ONTARIO**

and

A|M|A|P|C|E|O

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

MEMORANDUM OF SETTLEMENT

of all outstanding matters in dispute

Between:

THE COLLEGE OF MIDWIVES OF ONTARIO
("the Employer")

- and -

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

Whereas the Employer and AMAPCEO (the "Parties") have concluded negotiations for a first collective agreement, the Parties agree as follows:

1. Subject to ratification by both parties, the Parties agree to the terms and conditions of their first collective agreement, attached as Schedule "A" (the "Collective Agreement"). Ratification by both parties shall be deemed to have occurred on the latest date on which ratification occurs by the employees in the bargaining unit and by the Employer. The Parties will make best efforts to complete the ratification process by on or before June 13, 2025, unless agreed otherwise.
2. It is understood that some editing and renumbering may be necessary, and the Parties shall establish an editing committee for that purpose. In preparing the new Collective Agreement, the Parties may, by agreement, amend typographical errors, and include gender neutral language.
3. The Collective Agreement shall be effective from the date of ratification by both parties and shall expire on the 31st day of March 2028.
4. The wage and merit increases will apply retroactively to be effective April 1, 2025. For clarity, employees already received salary increases effective April 1, 2025, and merit increases for the fiscal year ending March 31, 2025, on or about April 4, 2025. Any retroactive payments to employees will be limited to the difference between their entitlements under the terms of the Collective Agreement and what has already been paid to the employees. These payments shall be paid as a lump sum and will be subject to applicable deductions. The Employer agrees that all lump sum retroactive payments will be paid within thirty (30) days from the date of ratification.
5. Except as provided otherwise in the terms of this Memorandum of Settlement or the Collective Agreement, changes to existing benefits (as set out in Article 30 of the Collective Agreement) will be effective by August 1, 2025.

6. The Employer will enroll employees to the CAAT Pension Plan dB PLUS and commence contributions effective August 25, 2025. In the interim, the Employer will provide an annual 6% RRSP contribution until contributions into the pension plan commence (as set out in the pensions article of the Collective Agreement).
7. The undersigned unanimously agree to recommend ratification of the Collective Agreement to their respective principals and, in the case of the signatories for AMAPCEO, to the AMAPCEO Board of Directors, and if approved by the Board, to the bargaining unit employees.
8. All other issues in dispute are hereby withdrawn without prejudice to the positions of the parties.
9. This Memorandum of Settlement may be executed electronically.

Dated at Toronto, this 3rd day of June 2025.

For AMAPCEO:




Abinaya Kalanandan


Victoria Marshall


Sangeeta Boondoo

For the Employer:

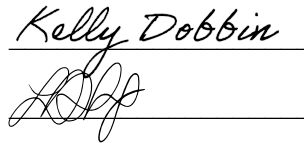


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ARTICLE 1 – RECOGNITION

- 1.1. The College of Midwives of Ontario recognizes the Association of Management, Administrative and Professional Crown Employees of Ontario (AMAPCEO) as the exclusive bargaining agent for all employees of College of Midwives of Ontario in the Province of Ontario save and except Directors and persons above the rank of Directors.
- 1.2. Employees include persons employed within the classifications listed in Appendix "A" or within such new bargaining unit classifications as may from time to time be established by the Employer.
- 1.3. Persons whose jobs are not within the bargaining unit shall not perform services or functions performed by bargaining unit employees except in the following circumstances:
 - a) For training or instructional purposes;
 - b) In emergency situations;
 - c) Filling in because of bargaining unit absences or vacations of two weeks or less. For clarity, this applies when bargaining unit employees are absent or on leave and their work needs to be monitored for urgent matters or for purposes of meeting deadlines; or
 - d) Where an insufficient number of bargaining unit employees volunteer to perform Extra Duties and the performance of these Extra Duties is permissible under Article 18.5.1.

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 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).
- 2.2.1 The Employer has a general duty to take every precaution reasonable in the circumstances to protect an employee from workplace harassment. Workplace 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.

2.2.2 An employee who makes a complaint under Article 2 may be accompanied and represented by an employee representative or an AMAPCEO representative 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 policy.

2.2.3 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.

2.3 **Sexual Harassment**

2.3.1 All employees covered by this Collective Agreement have a right to freedom from workplace sexual harassment. Workplace sexual harassment means:

- (a) engaging in a course of vexatious comment or conduct because of sex, sexual orientation, gender identity or gender expression, that is known or ought reasonably to be known to be unwelcome;
- (b) 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
- (c) 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.

2.3.2 The time limits set out in Article 14 do not apply to complaints or disputes 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, but not more than three (3) years after the conduct complained of.

2.3.3 Where, at any time either before the making of a complaint or the filing of a dispute alleging a violation of Article 2.3, the Employer establishes an investigation of the complaint, 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 14 may be suspended until the employee is given notice in writing of the results of the investigation.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 Subject only to the provisions of this Collective Agreement, the right and authority to manage the business and operations and manage and direct the workforce, including but not limited to the right to hire and lay-off, evaluate and classify positions; discipline,

dismiss or suspend employees; determine organization, staffing levels, work methods, the location of the workplace, the kinds and locations of equipment, training and development, appraisal; and make and enforce reasonable rules and regulations; shall be vested exclusively in the Employer.

ARTICLE 4 – DEFINITIONS

“AMAPCEO Representative” is a person recognized by the AMAPCEO as a representative of AMAPCEO and includes Workplace Representatives, AMAPCEO staff, and elected representatives.

“*District Director*” is an AMAPCEO representative elected to the position of District Director for an AMAPCEO district (or the equivalent position, as determined by AMAPCEO).

“*Workplace Representative*” means up to two (2) bargaining unit employees appointed by AMAPCEO to conduct the duties referred to in Article 9.

“*Employee Representative*” includes a person chosen by an employee in the bargaining unit to represent them under Article 2 and can also include an AMAPCEO representative.

“*Day*” or “*days*” mean all days exclusive of Saturdays, Sundays, designated holidays and/or office closures, unless otherwise indicated.

A “*full-time permanent employee*” is a permanent employee who regularly works thirty-seven and one half (37.5) hours per week.

A “*part-time permanent employee*” is a permanent employee who regularly works less than thirty-seven and one half (37.5) hours per week (PT 1).

A “*temporary employee*”, also referred to as “fixed term” employee, means an individual hired by the Employer for a predetermined term to fill a temporary position created to respond to a temporary increase in workload or the need to fill a job with a fixed term or task, or to cover for an employee on a leave of absence. The terms and conditions set out in Articles FXT 2 to FXT14 will be applied to temporary employees (FXT 1.1).

A “*part-time temporary employee*” is a temporary employee who can be used to temporarily cover on a one-to-one basis for a part-time permanent employee on a leave of absence (FXT 1.2).

ARTICLE 5 – INFORMATION ON POSITIONS AND JOB DESCRIPTIONS

- 5.1. Where the Employer establishes a new classification or creates a new position, whether in or out of the bargaining unit, the Employer shall provide a copy of the job description, including bargaining unit status (if applicable) to the President of AMAPCEO.

- 5.1.1. The Employer shall provide copies to the President of AMAPCEO of job descriptions within or outside of the AMAPCEO bargaining unit within twenty (20) days of receiving a written request from AMAPCEO.
- 5.1.2. 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 AMAPCEO. The President of AMAPCEO shall be copied electronically on or about the same time as the information is sent to the employee.
- 5.2. **Review of Job Descriptions**
 - 5.2.1. Upon written request to the Employer an employee shall be provided with a copy of the most current job description on file outlining their duties and responsibilities. The information shall be provided within twenty (20) days of the request.
 - 5.2.2. An incumbent employee may request a job description review upon completion of their probationary period, provided there has been a change in the duties or work performed by the employee.
 - 5.2.3. This review will involve the Employer reviewing the duties contained in the employee's job description with the Employee and consideration of the potential change in duties or work performed identified by the employee. If the Employer agrees there has been a change, the job description will be amended accordingly. If the Employer does not agree there has been a change, it will provide its reasons to the employee.
 - 5.2.4. The Employer will review each employee's job description with them annually or when the Employer makes a change to an employee's job description.
 - 5.2.5. When the Employer undertakes a review of a job description, the incumbent employee shall be given the opportunity to provide written comments, which will be kept in the employee's personnel file.
 - 5.2.6. If a job description is revised following a review, the Employer shall discuss the changes and reason for any changes to a job description with the incumbent employee and shall provide the employee with a copy of their revised job description.

ARTICLE 6 – NO DISCRIMINATION FOR UNION ACTIVITIES

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

ARTICLE 7 – EMPLOYEE RIGHT TO REPRESENTATION

- 7.1. Where an 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,

the employee shall have the right to be accompanied by a Workplace Representative or, if a Workplace Representative is not available, a different AMAPCEO representative. The Employer shall notify the employee of this right.

- 7.2. The Employer will set the time and place of the meeting, which will be scheduled to occur during working hours. If the employee requests representation and a representative is not available the Employer shall allow up to two (2) days from the notice in Article 7.1 for the employee to secure a Workplace Representative, or an AMAPCEO Representative if a Workplace Representative is not available.
- 7.3. The Employee may be placed on paid administrative leave pending the meeting.

ARTICLE 8 – LEAVE OF ABSENCE FOR AMAPCEO ACTIVITIES

- 8.1.1. The Employer agrees to provide a leave of absence from full time employment, with pay and no loss of credits, to an employee who is appointed or elected to a full-time position with AMAPCEO. The leave of absence will be renewed annually.
- 8.1.2. Upon the expiry of any leave of absence, the employee on leave shall be returned to their former position and location if such position and location still exist. The Employer and the employee may agree on another position to which the employee may be returned, subject to the requirements of the Collective Agreement. If the employee's position is eliminated during the leave, the employee retains all rights under Article 25 (Job Security).
- 8.1.3. AMAPCEO agrees to inform the Employer of the members who are covered by this provision.
- 8.2.1. AMAPCEO representatives, including Workplace Representatives and representatives on committees, 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 the enforcement of this Collective 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, including Workplace Representatives and representatives on committees, may take time off with pay and no loss of credits for reasonable preparation time for meetings with the Employer on behalf of AMAPCEO, so long as proper notice is given, and this does not impair operational requirements. This article does not apply to time spent preparing for any meetings under Article 14 (Dispute Resolution) or collective bargaining.
- 8.3. Bargaining team members appointed by AMAPCEO granted leaves of absence under Article 8.2 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 AMAPCEO bargaining team caucus sessions held immediately prior to the commencement of such negotiations, mediation or arbitration, or other periods during negotiations, mediation or arbitration.
- 8.4. AMAPCEO District Directors, or their designees shall be granted a leave of absence with pay and no loss of credits to conduct the internal affairs of AMAPCEO on the following basis:
- (a) only the District Director, or 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 their designees 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 to their supervisor;
 - (d) the District Director, or their designees shall not, during their period of leave, engage any other employee during that employee's working hours, or interfere in any manner with the conduct of the Employer's business; or engage in any unauthorized use of the Employer's equipment or resources; and,
 - (e) this leave does not include travel time.
- 8.5. The Employer shall grant time off to a maximum of four (4) days per calendar year for each AMAPCEO representative with pay and no loss of credits for the purpose of labour relations education unless such time off would impair operational requirements.

Time off under this section will only be granted to two (2) AMAPCEO representatives at a time.

- 8.5.1. Upon at least fifteen (15) days' written notice by AMAPCEO, 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 AMAPCEO Annual Delegates' Conference(s).
- 8.5.2. Notwithstanding Article 8.1, AMAPCEO may at its discretion require additional members to participate in AMAPCEO 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 provided that these leaves do not unduly interfere with the operations of the employer. The total number of full days off in any calendar year shall not exceed five (5) days. Leaves of absence granted under this subsection shall include reasonable travel time. AMAPCEO 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) days' written notice.
- 8.6. AMAPCEO will reimburse the Employer for approved leaves taken by employees under sections 8.1.1, 8.2, 8.3, 8.4 and 8.5 for salary and all benefits including the Employer's share of contributions required by statute and pension contributions.
- 8.6.1. The Employer may invoice AMAPCEO for reimbursable leaves on a quarterly basis for approved leaves taken by employees during the preceding quarter. In addition, the Employer will make every effort to submit invoices to AMAPCEO each April 1st for any approved leave taken by employees, not yet invoiced in the preceding fiscal year.
- 8.6.2. Where the Employer submits an invoice within the time frames provided in Article 8.12, AMAPCEO will remit payment for approved leaves taken by employees within twenty (20) days of receipt of the Employer's invoice. If an invoice is not submitted within the time frames provided in Article 8.12, AMAPCEO will not unreasonably refuse to remit payment.

ARTICLE 9 – RIGHTS OF AMAPCEO WORKPLACE REPRESENTATIVES

- 9.1. AMAPCEO shall send a list of names, employee numbers and work locations of all workplace representatives authorized to represent AMAPCEO members to the Employer. AMAPCEO 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 the Employer, 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:

- (a) Providing information to employees on their terms and conditions of employment, including their rights and entitlements under this Collective Agreement.
- (b) With the mutual agreement of the Employer which shall not be unreasonably withheld, investigating and problem-solving disputes.
- (c) Attending meetings at the request of the Employer or in accordance with Article 7 (Employee Right to Representation).
- (d) Presenting a dispute in accordance with the Dispute Resolution Procedure (Article 14).

Such workplace representative activities shall be leave with pay and no loss of credits.

ARTICLE 10 – CHECK OFF OF UNION 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.

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

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

- 10.4. AMAPCEO agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.
- 10.5. AMAPCEO dues or assessments, or the equivalent amount, shall be itemized on the annual T-4 slip as annual membership dues for AMAPCEO.

ARTICLE 11 – EMPLOYEE RELATIONS COMMITTEE

- 11.1. An Employee Relations Committee (or “ERC”) shall be established to discuss and attempt to resolve matters of interest between the parties. The committee shall consist of up to two representatives of management and up to two AMAPCEO representatives. An AMAPCEO resource person from the AMAPCEO Office may also attend. If a representative is unable to attend a meeting, they may designate someone to attend on their behalf.
- 11.2. The objectives of the Employee Relations Committee shall include:
 - (a) establishing and maintaining a positive and constructive relationship between AMAPCEO and the Employer; and,
 - (b) working together to resolve AMAPCEO and the Employer’s issues and concerns related to the workplace.
- 11.3. The mandate of the Employee Relations Committee shall include the following:
 - (a) issues arising from the administration of the Collective Agreement;
 - (b) discussion of initiatives involving changes to the workplace affecting Employees; or
 - (c) any other issue mutually agreed by the parties.
- 11.4. AMAPCEO representatives of the committee shall be entitled to time off with pay and with no loss of credits for meeting time and for reasonable preparation. Such time off shall not be unreasonably denied as long as proper notice is given.
- 11.5. The Committee shall meet quarterly or as otherwise agreed. At least one (1) day prior to a meeting, each party shall identify the specific issues to be discussed in advance of the meeting. The parties may agree to cancel the meeting.
- 11.6. Information of a confidential nature disclosed at the Employee Relations Committee will be kept confidential by AMAPCEO (including its representatives) until the Employer authorizes the disclosure of the information; however, this shall not be construed as preventing AMAPCEO from consulting internally with respect to any matter.
- 11.7. Not less than ten (10) days prior to a formal public announcement or announcement to employees of a decision involving material changes to the workplace including layoffs

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 (reclassifications, hiring, etc.). The Employer has the discretion to make the disclosure earlier than the ten (10) days set out above. The information disclosed by the Employer shall remain confidential until the Employer makes the formal announcement to the public or employees; however, nothing precludes AMAPCEO from consulting internally with respect to the matter.

- 11.8. Notwithstanding the above, the Employer may provide less than ten (10) days' notice and disclosure in the case of:
- (a) Emergencies;
 - (b) Unforeseen circumstances, including new or changing legislation or government directives.

ARTICLE 12 – BULLETIN BOARDS

- 12.1 The Employer will provide AMAPCEO access to a Microsoft Teams Channel or SharePoint site or an equivalent site for the purpose of communicating with the membership.

ARTICLE 13 – CORRESPONDENCE BETWEEN THE EMPLOYER AND AMAPCEO

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

ARTICLE 14 – DISPUTE RESOLUTION PROCEDURE

14.1. Statement of Intent

- 14.1.1. The Employer and AMAPCEO acknowledge the importance of resolving disputes arising from the interpretation, application, administration, or alleged violation of this Collective Agreement (hereafter referred to as “disputes”) at an early stage, and, wherever possible, on an informal basis, in order to foster a harmonious and productive working environment. In this respect, the parties recognize the value of informal discussion between employees and the Employer as a means for resolving problems without recourse to the formal dispute resolution procedure under this section. Nothing in this article is intended to discourage 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.

14.2. Formal Resolution: Stage One

- 14.2.1. If any complaint is not satisfactorily resolved on an informal basis, the employee shall file a dispute in writing within twenty (20) days after the circumstances giving rise to the complaint have occurred, or have come, or ought reasonably to have come to the attention of the employee. The dispute will be made in writing on a form approved by AMAPCEO and submitted to the Employer.
- 14.2.2. In accordance with the form approved by AMAPCEO, a formal dispute shall set out the matter giving rise to the complaint, the relevant clause(s) of the Collective Agreement, and the remedial action requested.
- 14.2.3. The Employer shall respond in writing to the Stage One dispute within ten (10) days of receipt. In the event that no Employer response in writing is received in accordance with the specified time limits at Stage One, AMAPCEO shall submit the dispute to Stage Two, within ten (10) days of the date that the designated management representative was required to give the decision in writing in accordance with Stage One.

14.3. Formal Resolution: Stage Two

- 14.3.1. If the dispute is not resolved at Stage One, AMAPCEO, on behalf of the employee, shall submit the dispute in writing and request a meeting with the Employer, which shall take place within ten (10) days of the date AMAPCEO received the Employer's written response to the formal dispute. It is agreed that the Employer's representative(s) will have the authority to work towards resolving the dispute. The Employer shall give the representative of AMAPCEO present at the meeting and the employee a decision in writing within ten (10) days of the meeting.

14.4. Referral to Arbitration

If the dispute is not resolved at Stage Two, AMAPCEO, on behalf of the employee, may submit the dispute in writing to arbitration within thirty (30) days of the date that the representative of AMAPCEO present at the meeting received the decision at Stage Two. In the event that no decision in writing is received in accordance with the specified time limits at Stage Two, AMAPCEO may submit the dispute to arbitration, within thirty (30) days of the date that the designated management representative was required to give the decision in writing in accordance with Stage Two.

14.5. General

- 14.5.1. The employee shall have the right to be accompanied and represented by one (1) AMAPCEO representative at each stage of this procedure and in the arbitration procedure.

- 14.5.2. The time limits contained in this Article may be extended by agreement of the parties in writing.
- 14.5.3. Failure to adhere to the timelines outlined in this Article will result in the dispute being deemed abandoned.
- 14.5.4. Unless otherwise agreed, participation by the parties in meetings required under the formal dispute resolution process may be by teleconference.
- 14.5.5. The Employer shall not take any reprisals against an employee for initiating or pursuing a dispute.
- 14.5.6. The parties agree to engage in meaningful discussions during the dispute resolution process.
- 14.5.7. An employee on whose behalf a dispute is filed 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 or to attend arbitration of the dispute.
- 14.5.8. The Workplace Representative who is authorized to represent the employee shall also be given time off with no loss of pay and no loss of credits to attend meetings with management under this article or to attend arbitration of the dispute. AMAPCEO will reimburse the Employer for approved leaves taken by Workplace Representatives under Article 14.5.8 for salary and all benefits including the Employer's share of contributions required by statute and pension contributions and the employees shall record all such time on the employee's time sheets.
- 14.6. **Group Dispute**
- 14.7. In the event that more than one (1) employee has the same dispute, and such employees would be entitled to file a dispute, AMAPCEO shall be entitled to present a group dispute in writing, signed by such employees, within twenty (20) 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, two (2) complainants may attend each stage, provided that an AMAPCEO staff representative is representing the complainants. If a workplace representative is attending instead of an AMAPCEO staff representative, then only one (1) complainant may attend each stage, unless otherwise mutually agreed.

14.8. AMAPCEO Dispute

14.8.1. Where a dispute arises between the Employer and AMAPCEO, AMAPCEO shall be entitled to file an AMAPCEO dispute provided it does so within twenty-five (25) days after the circumstances giving rise to the dispute have occurred or have come or ought reasonably to have come to the attention of AMAPCEO. AMAPCEO may request an extension beyond twenty-five (25) days, and the Employer will not unreasonably deny AMAPCEO's request.

14.8.2. An AMAPCEO dispute shall be signed by an authorized AMAPCEO representative.

14.9. Discharge, Suspension and Demotion Disputes

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

14.10. Arbitration Provisions

14.10.1. Where a difference arises between the parties relating to the interpretation, application or administration of this Collective Agreement, including a question as to whether a matter is arbitrable, or where an allegation is made that this Collective Agreement has been violated, either party may after exhausting the dispute procedure refer the dispute to arbitration in accordance with Article 14.4 before a single arbitrator. The party providing notice of the referral to arbitration shall include the names of three (3) persons selected by that party as being appropriate to act as the sole arbitrator. Within ten (10) days of receipt of such notice, the other party shall inform the first party of its agreement to submit the referral to one of the proposed arbitrators or shall provide a list of three (3) additional persons selected by that party as acceptable to act as sole arbitrator. In the event that the parties are not able to agree on the appointment of an arbitrator, the party referring the difference or allegation shall request that the Minister of Labour appoint an arbitrator as per the Ontario *Labour Relations Act, 1995*.

14.10.2. An employee who has initiated a complaint or dispute and that proceeds to a hearing before an arbitrator, or the Ontario Labour Relations Board, shall be allowed leave of absence with no loss of pay and no loss of credits to be in attendance. This Article shall also apply to the pre-hearings, mediation/arbitration, or mediation under the auspices of an arbitrator or the Ontario Labour Relations Board.

14.10.3. The parties may agree to refer any complaint to a mediator/arbitrator who shall have all 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.

- 14.10.4. The costs of the arbitrator or arbitrator/mediator shall be shared equally by the parties.
- 14.10.5. The Arbitrator or Mediator/Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Collective Agreement, nor to alter, modify, add to, or amend any part of this Collective Agreement.
- 14.10.6. No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Dispute Resolution Procedure.

ARTICLE 15 – SENIORITY/CONTINUOUS SERVICE

- 15.1. An employee's seniority/continuous service date is calculated from the employee's hire date, following the successful completion of the employee's probationary period, unless otherwise specified in this or any other Article of the collective agreement.
- 15.2. No employee who was hired before the date of ratification of the first Collective Agreement shall have their seniority/continuous service date reduced as a result of the application of this Article.
- 15.3. An employee's seniority/continuous service shall accumulate from the date determined in Article 15.1 and shall include the period of service during which an employee:
- a. is in receipt of LTD or WSIB benefits; or
 - b. is absent on pregnancy or parental leave; or
 - c. is absent on any authorized leave with pay; or
 - d. is absent on any authorized leave without pay of less than thirty (30) calendar days; or
 - e. is absent on Family Medical Leave; or
 - f. is on layoff and retains recall rights under Articles 25.3 and 25.8 of the collective agreement.
- 15.4. When an employee's seniority/continuous service does not accumulate, or ceases accumulating, such period of leave shall not be included in the determination of the employee's seniority/continuous service. However, periods of service immediately before and after such absence shall be considered continuous and shall be included in determining seniority/continuous service.
- 15.5. Where a regular part time employee becomes a full-time regular employee, any service as a part time employee which forms part of the employee's unbroken service shall be calculated according to the following formula:

$$\frac{\text{Weekly hours of work as a Part time Employee}}{\text{Full time weekly hours of work for class}} \times \text{Years of Continuous Service as a Part time Employee}$$

- 15.6. 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 14 (Dispute Resolution); or
 - c. an employee is absent without leave for more than five (5) consecutive days, without reasonable explanation, the employee's employment will be deemed abandoned. Prior to deeming an employee to have abandoned their position, the Employer shall make reasonable efforts to: contact the employee to determine the reasons for absence without authorization; and notify the employee of the consequences of absence without authorization; and copy AMAPCEO on the notice to the employee; or
 - d. is laid off for a period of longer than twenty-four (24) months; or
 - e. fails to notify in writing the Employer of the employee's intentions to return to work within seven (7) days or fails to report for work within fourteen (14) days, after the Employer's issuance of notice of recall;
 - f. the employee refuses recall in the circumstances described in Article 25.8.2;
 - g. the Employer accepts an employee's request under Article 25.8.2.
- 15.7. The Employer shall maintain a seniority list, including the employees' names, date of continuous service, classification, and job title which shall be maintained and posted (hard copy or electronic posting) in the workplace on a semi-annual basis, with copies provided to AMAPCEO on a semi-annual basis.

ARTICLE 16 – PROBATIONARY PERIOD

- 16.1. There shall be a probationary period of not more than three (3) months for employees with no prior service in the College of Midwives of Ontario. If an employee is absent for a period greater than three (3) consecutive calendar weeks during the probationary period, the Employer may extend the employee's probationary period by the length of that absence.

ARTICLE 17 – RECRUITMENT

17.1. Posting and Filling of Vacancies of Greater Than Six (6) Months

- 17.1.1. When filling a vacancy in the bargaining unit or a new position in the bargaining unit for a period of greater than six (6) months, the positions will be posted internally via electronic means for a period of no less than seven (7) days.
- 17.1.2. The posting shall state, among other things: the job title of the position; equity and accommodation statement; salary range; general description of job duties; qualifications required; whether temporary or permanent; whether full-time or part-time; work

location; whether travel is required for the position; and closing date for the competition. Applicants who are selected for an interview may request a job description which, if available, the Employer shall provide.

- 17.1.3. If the position cannot be filled internally with a bargaining unit candidate, either because no person from the bargaining unit applies, or because such candidate does not demonstrate to the Employer's satisfaction that the bargaining unit candidate has the appropriate knowledge, performance (not on a performance improvement plan), skills and ability to perform the work functions in question, the Employer may fill the position in its discretion. The Employer will exercise its discretion reasonably when satisfying itself that the bargaining unit candidate does not have the appropriate knowledge, skills, and ability to perform the work functions in question.
- 17.1.4. Notwithstanding Article 17.1.1, the Employer may proceed concurrently with an internal and external posting where the parties mutually agree to waive the posting requirements.
- 17.1.5. If a bargaining unit employee applies for a vacancy where an external candidate has also applied in accordance with this Article, where qualifications, performance (not on a performance improvement plan), and ability are relatively equal between a bargaining unit applicant and an external applicant, preference in filling the position will be given to the bargaining unit applicant.
- 17.1.6. Postings shall be posted on Microsoft Teams or SharePoint at the same time and for the same period as otherwise posted and a copy will be provided to AMAPCEO.
- 17.1.7. A position of six (6) months or less in duration shall be filled at the Employer's discretion. The Employer may, with AMAPCEO's consent (which shall not be unreasonably withheld), extend such a position for up to four (4) weeks.
- 17.1.8. The Employer will ensure that all postings are accessible to employees on approved leaves of absence.

17.2. Permanent Employees Acting in Temporary Assignments

- 17.2.1. Except in the case of positions where there is an incumbent in the home position, where a permanent employee was temporarily assigned to a temporary position for at least eighteen (18) months and there is a continuing need for the work to be performed on a full-time basis, the Employer shall establish a permanent position to perform that work.
- 17.2.2. Where the Employer has determined that it will convert a position in accordance with 17.2.1 and where the position has been filled through a competitive process, 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.

17.3. Other Recruitment Issues

- 17.3.1. An employee invited to attend an interview shall be granted time off with no loss of pay and credits to attend the interview.
- 17.3.2. The Employer will send the name of the successful applicant to a bargaining unit position to AMAPCEO and shall post the successful applicant's name internally by electronic means.
- 17.3.3. Upon written request, the Employer shall inform unsuccessful applicants in the bargaining unit of the reason(s) that they were not chosen for the position.

ARTICLE 18 – PAY ADMINISTRATION

18.1. Pay Administration on Promotion

- 18.1.1. Promotion occurs when the incumbent of a position in the bargaining unit is assigned to a position with a higher maximum salary than that of the employee's former position.
- 18.1.2. An employee who is promoted shall receive a promotional increase of three percent (3%); however, in no case shall the resulting salary be less than the minimum or greater than the maximum of the Salary Classification Level of the position to which the employee is promoted.

18.2. Pay Administration on Lateral Transfer

- 18.2.1. When an employee accepts a position in a Salary Classification Level with the same salary maximum as the employee's current position, the employee shall retain the employee's current salary and anniversary date.

18.3. Pay Administration on Reclassification

- 18.3.1. Where a position is reassessed and reclassified to a Salary Classification Level with a higher salary maximum, an employee who occupies the position at the time of the reclassification shall be extended pay treatment in accordance with Article 18.1.

18.4. Backfilling

- 18.4.1. Where an employee is backfilling in a position in a Salary Classification Level with a higher salary maximum the 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.

18.5. Pay Administration for Extra Duties

- 18.5.1. For the purposes of this Article, “Extra Duties” means being assigned significant and substantial functions that are not part of the employee’s area of responsibility based on their job description for a defined period of time that exceeds ten (10) consecutive days. It is understood that Extra Duties is voluntary on the part of the employee. For clarity, if bargaining unit members refuse to do Extra Duties while a vacant position is in the process of being filled, management may perform these Extra Duties in emergency situations, for urgent matters, or for the purposes of meeting deadlines, including deadlines imposed by regulations.
- 18.5.2. When an employee is assigned by the Employer to perform Extra Duties, they will receive extra duty pay per Articles 18.5.5 and 18.5.6 below. The Employer shall advise AMAPCEO of the employee to whom the extra duties are assigned, the expected duration of the Extra Duties, and the amount of Extra Duty pay.
- 18.5.3. Offers of Extra Duties will be extended to employees having regard to the employee’s qualifications, experience, seniority, and capacity for Extra Duties. Where the candidates’ qualifications, experience are relatively equal, seniority will govern the selection of the candidate.
- 18.5.4. For clarity, the assignment of Extra Duties does not necessarily mean the employee will be required or approved to work overtime. Employees are still required to go through the overtime approval process described in Article 37.
- 18.5.5. Employees who perform Extra Duties as defined in Article 18.5.1 shall receive an Extra Duties increase.
- 18.5.6. The Extra Duties increase shall be three (3%) of the employee’s annual base salary pro-rated over the relevant time period. The Extra Duties increase for Extra Duties performed for less than three (3) months shall be paid as a non-pensionable lump sum no later than one (1) month after the completion of the Extra Duties. Where Extra Duties are performed for a period of three (3) months or more, the Extra Duties increase will be an increase to base salary and will be pensionable.

18.6. Pay Administration for New Salary Classification Levels

- 18.6.1. When the Employer institutes a new position for which there is no existing Salary Classification Level, a Salary Classification Level and a rate will be assigned by the Employer and AMAPCEO will be notified in writing. If AMAPCEO disagrees with the

new Salary Classification Level and rate for the new position, it will notify the Employer in writing within thirty (30) calendar days of receiving the Employer's notice. A meeting will be arranged within ten (10) days of AMAPCEO's notification to discuss the Salary Classification Level and the rate.

- 18.6.2. If no agreement can be reached at this meeting, AMAPCEO shall refer the issue directly to arbitration within ten (10) days of the meeting. The arbitrator shall act as an interest arbitrator to establish the Level and rate, having regard to the existing salary and classification structure and the appropriate Salary Classification Level for the new position, as well as any other factors that may be identified by either party as relevant to the determination.
- 18.6.3. Any information that either party seeks to rely on must be submitted to the other party, with a copy to the arbitrator, at least twenty (20) days in advance of the hearing, including witness statements, upon agreement of the parties, if oral evidence is intended.

ARTICLE 19 – DISCIPLINE AND DISCHARGE

- 19.1. No employee shall be disciplined or discharged without just cause.
- 19.2. An employee shall be advised of the reasons for disciplinary action. When an employee is to be discharged or suspended, the employee shall be advised in writing of the reasons for such action.
- 19.3. It is understood that nothing in this article confers on a probationary employee any right to grieve or arbitrate a probationary employee's dismissal as being without just cause, as the just cause standard does not apply. As such, the only basis for a dispute in respect of the dismissal of a probationary employee is that the dismissal was contrary to the collective agreement or arbitrary, discriminatory or in bad faith or contrary to applicable statutory obligations.

ARTICLE 20 – PERSONNEL FILES AND DISCIPLINARY RECORDS

- 20.1. There shall be only one official recognized personnel file, which shall contain personnel information including, but not limited to, initial appointment documents, performance appraisals, commendations, and disciplinary records.
- 20.2. Any document relating to work performance or disciplinary action that is to be placed on an employee's personnel file will be provided to the employee within a reasonable time of its preparation.
- 20.3. Upon a written request, an employee shall be given an opportunity to review 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 Employer, at the employee's normal work location or another location as may be mutually agreed upon between the employee and the Employer.

- 20.4. The employee is entitled to include their own explanation of a matter, including a disciplinary incident, as an attachment to the information being placed in the employee's personnel file.
- 20.5. Any record of discipline will be removed from the personnel file of an employee two (2) years following the receipt of such discipline provided that the employee's personnel file has been clear of any suspension for the past two (2) years. Any such record of discipline so removed cannot be used in any subsequent proceedings. If any record which ought to be removed in accordance with this Article is inadvertently not removed, it shall be removed immediately upon discovery and not be relied upon by the Employer in any subsequent discipline. Nothing in this paragraph prevents earlier removal by the Employer.

ARTICLE 21 – LEAVES OF ABSENCE

21.1. General

- 21.1.1. Where an employee is on an approved leave of absence pursuant to this article, the employee shall on returning to work:
 - a. be reinstated to their position if the position exists. If the position had been eliminated during the employee's absence the employee shall have all rights and entitlements in accordance with Article 25 (Job Security).
 - b. be paid at the level in the salary range the employee attained when the leave commenced.
 - c. remain subject to the Employer's conflict of interest policy.
- 21.1.2. Except in exceptional circumstances, a request for a leave of absence, or for an extension of leave, under this Article, shall be made in advance of the requested leave or extension of the leave, in writing to the Employer and the Employer shall respond to such request in writing.
- 21.1.3. Where an employee is on an authorized leave of absence of greater than six (6) months, the employee may end such leave early with at least four (4) weeks' notice to the Employer. Where an employee is on an authorized leave of absence of six (6) months or less, the employee may end such leave early with at least two (2) weeks' notice to the Employer.

- 21.1.4. Employees may be asked to return College property prior to the beginning of a leave of absence. Employees' access to Employer systems and e-mail may also be suspended while the employee is on leave, at the Employer's discretion.

21.2. Credits and Benefits during Leaves of Absence

21.2.1. Paid Leave of Absence

- 21.2.2. Accumulation of credits shall continue throughout any paid leave.

- 21.2.3. During leaves of absence with pay full benefit coverage under Article 29 will continue. The Employer and employee will continue to pay the applicable premiums.

21.3. Unpaid Leaves of Absence

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

- 21.3.2. There shall be no interruption in benefits for employees on unpaid leaves of absence under Article 21 of thirty (30) calendar days or less.

- 21.3.3. During an unpaid leave pursuant to the *Employment Standards Act, 2000*, the Employer will continue to make Employer contributions for employee benefit plans, unless the employee gives notice in writing the employee does not intend to pay the employee contributions.

- 21.3.4. During an unpaid leaves of absences not covered under the *Employment Standards Act, 2000*, the Employer will continue to pay premiums such that the employee on an unpaid leave of absence under Article 21 of up to thirty (30) calendar days shall be covered by the benefit plan.

- 21.3.5. Notwithstanding Article 21.2.1 and subject to Article 21.2.3, an employee who is granted a discretionary unpaid leave of absence under Article 21.4 (Discretionary Leave of Absence of Greater than One Month) shall be covered by the benefit plan only up until the end of the month in which the leave of absence commences.

21.4. Discretionary Leaves of Absence Greater than One Month

- 21.4.1. Leaves of absence with or without pay in excess of thirty (30) calendar days and up to one (1) year may be granted by the Employer, in its discretion, for special reasons such as study, research, employment elsewhere, personal matters, or other special accommodation needs of staff where it is reasonable and possible to do so.

- 21.4.2. Leaves with or without pay under Article 21.3.1 may be extended with the approval of the Employer in its discretion.

21.5. Personal Emergency and Special or Compassionate Leave

- 21.5.1. Employees shall be entitled to up to ten (10) days of personal emergency leave (“PEL”) in each fiscal year. Up to two (2) of these days shall be paid leave.
- 21.5.2. Notwithstanding Article 21.4.1, the Employer may grant an employee a longer period of absence with pay for special or compassionate purposes at the Employer’s discretion.
- 21.5.3. An employee granted a leave of absence with pay under Article 21.4.1 shall accrue credits and be covered by benefit plans during such leave. An employee granted a leave of absence without pay shall not accrue credits or be covered by benefit plans during such leave subject to Article 21.2.
- 21.5.4. Where an employee is provided with all or part of a day off as Personal Emergency and Special or Compassionate Leave under this Article, the day will also be counted for the purpose of any applicable leave under the *Employment Standards Act, 2000*.

21.6. Jury or Witness Duty Leave

- 21.6.1. 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 their option:
- a. treat the absence as a leave without pay and retain any fee they receive as a juror or as a witness; or
 - b. deduct the period of absence from their vacation credits or accumulated compensation leave, and retain any fee they receive as a juror or as a witness; or
 - c. treat the absence as a leave with pay and pay to the employer any fee they have received as a juror or as a witness.
- 21.6.2. An employee on a leave of absence pursuant to Article 21.6.1(a) shall not accrue credits or be covered by benefits plans during such leave, if the leave is greater than one (1) calendar month.
- 21.6.3. An employee on leave pursuant to Article 21.6.1(b) or 21.6.1(c) shall accrue credits and be covered by benefits plans during such leave.
- 21.6.4. Where an employee is provided with all or part of a day off as jury duty leave under this Article, the day will also be counted as a jury duty leave day for the purpose of the *Employment Standards Act, 2000*.

21.7. Bereavement Leave

- 21.7.1. An employee shall be allowed up to three (3) days leave of absence with pay in the event of the death of a family member or close friend. The Employer may request the employee provide evidence reasonable in the circumstances.
- 21.7.2. An employee shall be allowed up to two (2) additional days leave of absence without pay to attend a funeral of a family member or close friend if the location of the funeral is more than eight hundred kilometres (800 km) from the employee's residence.
- 21.7.3. 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 provided.
- 21.7.4. Where an employee is provided with all or part of a day off as bereavement leave under this Article, the day will also be counted as a bereavement leave day for the purpose of the *Employment Standards Act, 2000*.

21.8. Leaves of Absence under the *Employment Standards Act, 2000*

- 21.8.1. Subject to the rest of Article 21, an employee is also eligible for leaves provided for under the *Employment Standards Act, 2000*, as amended.

ARTICLE 22 – PREGNANCY LEAVE AND PARENTAL LEAVE

22.1. In this Article:

“Last day at work” in respect of an employee on a leave of absence referred to in Article 22 means the last day the employee was at work before the leave of absence.

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

“Parental leave” means a leave of absence under Article 22.3.

“Pregnancy leave” means a leave of absence under Article 22.2.

“Weekly pay”, in respect of an employee on a leave of absence referred to in Article 22 means weekly pay at the rate actually received by the employee on the last day of

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

22.2. Pregnancy Leave

- 22.2.1. The Employer shall grant a leave of absence without pay in accordance with Part XIV of the *Employment Standards Act, 2000*, to an employee who is pregnant and who started their service with the Employer at least thirteen (13) weeks before the expected birth date.
- 22.2.2. An employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- 22.2.3. The pregnancy leave of an employee who is entitled to take parental leave ends seventeen (17) weeks after the pregnancy leave began or the date of birth or the child.
- 22.2.4. The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is twelve (12) weeks after the birth, still-birth, or miscarriage of the child.
- 22.2.5. An employee who has given notice to end pregnancy leave may change the notice:
 - a. to an earlier date if the employee gives the Employer at least four (4) weeks' written notice before the earlier date;
 - 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.

22.3. Parental Leave

- 22.3.1. The Employer shall grant a leave of absence without pay in accordance with Part XIV of the *Employment Standards Act, 2000*, to an employee who has at least thirteen (13) weeks' service with the Employer and who is the parent of a child.
- 22.3.2. Parental leave may begin,
 - a. no earlier than the day the child is born or comes into the custody, care, and control of the parent for the first time; and
 - b. no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care, and control of the parent for the first time.
- 22.3.3. The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless otherwise agreed upon by the Employer and the employee, or unless the child has not yet come into the custody, care, and control of a parent for the first time.

- 22.3.4. Parental leave ends sixty-one (61) weeks after it began for an employee who takes pregnancy leave and sixty-three (63) weeks after it began for an employee who did not take pregnancy leave.
- 22.3.5. An Employee who has given notice to end parental leave may change the notice;
 - a. to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date: or
 - b. to a later date if the employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.

22.4. Pregnancy and/or Parental Leave Benefit

- 22.4.1. An employee who is entitled to and takes pregnancy and/or parental leave under the *Employment Standards Act, 2000* and who provides the Employer with proof of receipt of employment insurance benefits pursuant to the Employment Insurance Act (Canada) shall be paid a pregnancy and/or parental leave benefit.
- 22.4.2. The pregnancy and/or parental leave benefit is equivalent to the amount of twenty percent (20%) of the actual weekly rate of pay for the employee (i.e. not including overtime, Extra Duties, etc.) shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are or would have been implemented.
- 22.4.3. For part-time employees the leave benefit is equivalent to the amount of twenty percent (20%) of the actual weekly rate of pay for the employee (i.e. not including overtime, Extra Duties, etc.) and shall also include any increases in salary that the employee would have attained had they been at work during the leave of absence as they are or would have been implemented.
- 22.4.4. The Employer will pay the pregnancy and/or parental leave benefit referred to in Article 23.4.1 during the one (1) week waiting period for Employment Insurance benefits.
- 22.4.5. The pregnancy and/or parental leave benefit will apply for:
 - a. A maximum of twelve (12) months (i.e., fifty-two (52) weeks) for employees taking both pregnancy and parental leave;
 - b. A maximum of thirty-seven (37) weeks for employees taking parental leave only; or
 - c. A maximum of seventeen (17) weeks for employees taking pregnancy leave only; or
 - d. up to eighteen (18) months (i.e., seventy-eight (78) weeks) (“extended leave”) in accordance with Article 23.4.5
- 22.4.6. If an employee takes a pregnancy and parental leave extending beyond twelve (12) months (i.e., fifty-two (52) weeks), they may choose to have the pregnancy and/or

parental leave benefit pro-rated for an extended period up to eighteen (18) months (i.e., seventy-eight (78) weeks).

- 22.4.7. If an employee who is entitled to pregnancy leave has a stillbirth or miscarriage within seventeen (17) weeks of their due date, the benefit ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is twelve (12) weeks after the still-birth or miscarriage of the child.
- 22.4.8. Employees receiving the pregnancy and/or parental leave benefit will receive payments on the same schedule as the College's payroll. The benefit will begin on the first day of pregnancy leave, or, if no pregnancy leave is taken, on the first day of parental leave.
- 22.4.9. Notwithstanding any other Article in this agreement, vacation credits and seniority continue to accrue during a leave under this Article. 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 parent who is not eligible for pregnancy leave or parental leave.

22.5. Benefit Plans

- 22.5.1. During a leave under this Article, an employee who participates in the Benefit Plans referred to in Article 29 shall continue that participation unless the employee elects in writing not to do so.
- 22.5.2. Where an employee elects to continue to make their pension contributions, pensionable service shall also accrue, and the Employer shall continue to make its contributions in accordance with the pension plan.
- 22.5.3. Further extended leave under Article 22.7.1 is only covered by this Article if the purpose of the extension is directly related to parental leave taken by a parent who is not eligible for pregnancy leave or adoptive parent.
- 22.5.4. Unless an employee gives the Employer written notice referred to in Article 22.5.1, the Employer shall continue to pay the premiums for the Benefit Plans that the Employer was paying immediately before the employee's leave under this Article. The employee shall continue to pay the premiums for the group insurance coverages that the employee was paying immediately before their leave.

22.6. Pregnancy plus Parental Leave

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

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

22.7. Further Extended Leaves

- 22.7.1. Except for an employee to whom Article 22.6 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. The Employer has the discretion to extend any leaves under this Article based on its operating needs. Requests for leaves will not be unreasonably denied.

22.8. Reinstatement for Persons Returning from Leaves under Article 22

- 22.8.1. An employee returning to work after a leave under this Article shall be reinstated to the position the employee most recently held with the Employer on a regular and not a temporary basis, if the position still exists, or to a comparable position, if it does not.
- 22.8.2. 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 under this Article.

ARTICLE 23 – HEALTH AND SAFETY

- 23.1. The Employer shall make reasonable provisions for the health and safety of employees during the hours of their employment. The Employer and AMAPCEO shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of health and safety of all employees.
- 23.2. The Employer agrees to:
- a. take all measures reasonable in the circumstances to ensure that safe conditions prevail within the workplace, including providing and maintaining a workplace, equipment, work methods and tools that are safe and without undue risk to health, informing employees regarding the risks relating to their work, and providing appropriate training so that employees have the skills and knowledge necessary to safely perform the work assigned to them.
 - b. take, without delay, all measures reasonable in the circumstances to prevent or correct a situation that may endanger the health and safety of employees as soon as this situation is brought to its attention.
- 23.3. The Employer agrees to recognize one employee appointed by AMAPCEO as a health and safety representative in accordance with the *Occupational Health and Safety Act, 1990*.

ARTICLE 24 – TECHNOLOGICAL CHANGE

- 24.1. Where the Employer introduces technological change in either equipment or methods of operation which may result in employee(s) being laid off, the Employer shall notify AMAPCEO. 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.
- 24.2. To minimize adverse effects of technological change on employees under Article 24.1, issues of reassignment and/or training of affected employees will be referred for resolution to the Employee Relations Committee.
- 24.3. The Employer shall inform AMAPCEO under Article 11 of the introduction or implementation of artificial intelligence technologies which may impact the working conditions of bargaining unit employees, including an explanation of the intended use of the technology and its potential impact on employees.

ARTICLE 25 – JOB SECURITY

25.1. Application

- 25.1.1. This Article applies to all employees in the AMAPCEO bargaining unit subject to the following:
- 25.1.2. Probationary employees shall have all rights under this Article, except bumping rights. Nothing in this Article shall be deemed to be a recognition of seniority or continuous service for probationary employees for other purposes.
- 25.1.3. The rights of temporary employees are restricted to those granted under FXT 7.
- 25.1.4. All employees who have received a notice of layoff and continue to have recall rights must be given an opportunity to exercise those rights before the Employer hires any new employees.
- 25.1.5. Bumping options for permanent part time employees shall be restricted to permanent part time positions.

25.2. Layoff – Notice to the Union

- 25.2.1. Where the Employer determines that a layoff is necessary, the Employer shall provide notice to AMAPCEO in accordance with Article 11.7 of the collective agreement, unless it is unable to do so due to emergencies or unforeseen circumstances including new or

changing legislation or government directives, in which case the Employer will provide notice as soon as possible. For the purposes of this Article, a layoff includes the elimination of a position as it is constituted at the time of the layoff.

- 25.2.2. Once notice is given under Article 25.2.1, if requested by the AMAPCEO, the Employer and AMAPCEO shall meet to discuss the implementation of the layoff and whether there are measures that could be undertaken to avoid or minimize the need for any such layoffs.

25.3. Layoff – Notice to the Employee

- 25.3.1. In the event of a lay-off, the employee(s) affected shall be given a minimum of the greater of one (1) months' written notice or one (1) week per year of service to a maximum of twelve (12) weeks of the date of layoff or pay in lieu of notice (or a combination thereof) at the option of the Employer. The notice shall advise the employee in writing of all the options in accordance with Article 25.3.2. AMAPCEO shall be copied on all notices issued.

- 25.3.2. An employee who receives a notice of layoff shall have the following options:
- a. Exercise bumping rights under Article 25.5; or
 - b. Accept the layoff, in which case, at the election of the Employer, the employee will either:
 - i. receive pay in lieu of notice; or
 - ii. work the notice period; or
 - iii. a combination thereof.

- 25.3.3. Employees shall be required to make the election in Article 25.3.2 within ten (10) days following the notification of layoff. The employee will receive salary continuance during these ten (10) days.

- 25.3.4. An employee failing to do so shall be laid off at the end of the notice period and retain recall rights. If the employee is not recalled within twenty-four (24) months, they shall receive severance pay in accordance with Article 25.8 below.

25.4. Pay in lieu of notice

- 25.4.1. Employees who choose to accept the layoff under Article 25.3.2(b) and who receive pay in lieu of notice can choose to receive it as either a lump sum or salary continuance. An employee will make the election to receive either a lump sum or salary continuance at the same time as the election under Article 25.3.2, i.e. ten (10) days after receiving notification of layoff. If the employee fails to make an election, the Employer will pay the remainder of the pay in lieu of notice as a lump sum.

- 25.4.2. Lump sum or salary continuance are administered as follows:
- a. The lump sum is payable as soon as possible but not later than three (3) pay periods following the notice of layoff. An employee who elects to be paid in a lump sum shall not receive insured benefits or the monetary value of same, except as may be required by the *Employment Standards Act, 2000*.
 - b. Continuance of salary plus benefits—is paid from the date of the election under Article 26.5.3 until the end of the notice period. An employee who receives salary continuance shall receive all insured benefits except Short Term Disability throughout the period of salary continuance. In addition, the employee and the Employer shall continue to make pension contributions, subject to the terms of the Employer's pension plan.
- 25.4.3. Where an employee is given pay in lieu of notice pursuant to this Article, the employee's last day at work shall be at least five (5) days after the employee makes the election in Article 25.3.2, or such other period as the employee and the Employer shall agree.
- 25.4.4. AMAPCEO shall be copied on the written notice of layoff, which shall be deemed to have been received by the employee on the day on which it is delivered in person, via registered mail or via e-mail.
- 25.4.5. When an employee is to receive a notice of layoff the Employer will notify AMAPCEO of the time and place (including virtual) of the meeting with the employee.

25.5. Bumping

- 25.5.1. An employee identified for layoff is eligible to displace the employee with the least amount of seniority in the same Salary Classification Level (or if such employee does not exist, the employee with the least amount of seniority in a lower or identical paying classification in the bargaining unit), provided that the displacing employee has the required knowledge, skills, and ability to perform the available work.
- 25.5.2. An employee who wishes to exercise bumping rights shall provide the Employer with an up-to-date resume.
- 25.5.3. The Employer will provide the employee with bumping options within (1) day of the notice of layoff. The employee will have ten (10) days to accept or decline the bump(s) identified by the Employer in accordance with Article 25.3.2. The employee may turn down an available bump once and remain available for recall.
- 25.5.4. An employee who accepts a bump to a lower Salary Classification Level shall have the right to be reinstated to their previous Salary Classification Level if a position becomes available within 12 (twelve) months from the date of acceptance of the lower-level position and provided he or she has the required knowledge, skills, and ability to perform the available work.

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

25.5.6. An employee who elects to exercise bumping rights will only be provided with notice (or pay in *lieu*) up to their start date in the position they are bumping to. An employee who bumps to a position in a lower Salary Classification Level in accordance with this Article shall retain their current level of pay for the notice period.

25.6. Severance

25.6.1. In place of the termination and severance provisions of the *Employment Standards Act, 2000*, an employee who has been given a notice of layoff, been placed on layoff, and not recalled within the recall period as set out in Article 25.8, shall be entitled to severance pay equal to two (2) weeks' salary (a week's salary calculated on the basis of the employee's regular wages in a non-overtime work week) for each year of service to a maximum of fifty-two (52) weeks. Partial years of service shall be pro-rated. This amount will be payable as a lump sum or salary continuance, at the employee's option.

25.6.2. An employee may request, at any time during the recall period, to terminate their employment and to receive severance pay in accordance with section 25.6.1 above, in which event the employee's name shall be removed from the recall list and the Employer shall have no further obligation with respect to such employee. Notwithstanding the above, the Employer may decline the employee's request if such request is made within the first twelve (12) months of the layoff period.

25.7. Administration of Severance Pay

25.7.1. Whenever money is payable under this Article, where the employee advises the Employer of preferences for payment to ensure tax effective treatment, the Employer will use best efforts to comply with the employee's request, subject to legal requirements.

25.7.2. Severance is payable in a lump sum or as salary continuation, at the employee's election.

25.7.3. The severance lump sum is payable as soon as possible but not later than three (3) pay periods after the end of the recall period or whenever the employee is approved to receive severance in accordance with Article 25.6. An employee who elects to be paid in a lump sum shall not receive insured benefits or the monetary value of same, except as may be required by the *Employment Standards Act, 2000*.

25.7.4. (ii) continuance of salary plus benefits for the duration of the severance period, paid starting no later than three (3) pay periods after the end of the recall period or whenever the employee is approved to receive severance in accordance with Article 25.6. An employee who receives salary continuance shall receive all insured benefits except Short

Term Disability throughout the period of salary continuance. In addition, the employee and the Employer shall continue to make pension contributions, subject to the terms of the Employer's pension plan.

25.8. Recall Rights

- 25.8.1. Employees who are laid off and retain recall rights shall retain such rights for a period of twenty-four (24) months. A laid off employee with recall rights while on layoff shall retain such rights and be eligible to be recalled in the order of seniority to the same permanent position that the laid off employee most recently held; or to any other different vacant permanent position in the bargaining unit provided they have the required knowledge, skills, and ability to be eligible for the different position. Employees who are laid off shall be placed on a recall list and shall retain, but not accrue seniority for twenty-four (24) months from date of layoff.
- 25.8.2. Employees retain the right to refuse recall to a position that is in a lower Salary Classification Level than the position that they were laid off from and will remain available for recall to a position in the same Salary Classification Level from which they were laid off. An employee shall advise the Employer of their acceptance or rejection of recall within five (5) days of receiving the recall notice. Recall rights continue until the employee twice refuses recall to a position in a lower Salary Classification Level, refuses recall to a position in the same Salary Classification Level from which they were laid off, or until twenty-four (24) months after layoff, whichever comes first after which, the employee will lose seniority.
- 25.8.3. Laid off employees available for recall shall also be eligible to apply as internal applicants for all positions under Article 17 (Recruitment) and shall be notified of any such postings via email. An employee who wishes to receive such notification shall provide the Employer with their current email address.

25.9. Employee Home Address

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

ARTICLE 26 – WORK LOCATION

- 26.1. When an employee works remotely, it is understood that the employee will work remotely from a location within Canada. If an employee is working remotely from a location other than their home address for one (1) week or more, the employee will provide the Employer with their remote work location.

- 26.2. Upon request by an employee, the Employer will provide employees with a workspace at the Employer's office, if it is possible to do so based on operational requirements and office space.
- 26.3. When working remotely employees agree to use only the Employer-provided or approved devices, software, and applications for work purposes.
- 26.4. Employees may be required to work in person for relevant staff, board, committee, stakeholder, or panel meetings, or where the Employer, acting reasonably, determines it is operationally required. The Employer shall provide at least ten (10) days' notice when an employee is required to attend in person. Where it is not possible to provide ten (10) days' notice, the Employer will allow employees who are unable to attend in-person to participate remotely provide as much notice as possible.
- 26.5. An employee shall report any work-related injuries or illnesses to the Employer as soon as possible.
- 26.6. An employee shall be entitled to a one-time payment of up to \$500.00 for reasonable expenses incurred for the set up of their home office with the first year of the employee beginning to work remotely for the Employer upon providing the Employer with receipts. In subsequent years, an employee will be entitled to up to \$100.00 for reasonable expenses incurred for the operation of their home office upon providing the Employer with receipts. Upon request, the Employer will provide employees with tax forms related to home office expenses.

ARTICLE 27 – HOLIDAYS

- 27.1. An employee shall be entitled to the following paid holidays each year:

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

- 27.2. Where a holiday specified in Article 27.1 falls on a Saturday or Sunday, or when any two of them fall on a successive Saturday and Sunday, the holiday(s) shall be scheduled on the next following regular working day(s) that is not itself a listed holiday. Where it is more practical the holiday may be declared on the regular working day immediately before the holiday at the Employer's discretion, with reasonable notice to employees.

- 27.3. In addition to the holidays listed in Article 27.1, each employee is entitled to four paid days off scheduled over the Winter/New Year's break. These four paid days off may be scheduled over the Winter/New Year's break at the discretion of the Employer.
- 27.4. In addition to the holidays listed in Article 27.1, each employee is entitled to an extra half day of holiday time on the workday prior to the following holidays: Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Family Day.
- 27.5. Where one of the holidays listed in Article 27.1 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.
- 27.6. An employee required to work on any holiday specified in Article 27.1 is entitled to compensating leave of one and a half (1.5) hours for each hour worked.

ARTICLE 28 – VACATION

- 28.1. Employees shall accrue vacation credits based on an April 1 to March 31 fiscal year.
- 28.2. Employees, with the exception of Lead and Lead, Professional Practice, shall be credited with fifteen (15) vacation credits in their first year of service. Thereafter, employees will be entitled to an additional vacation credit for each year of service to a maximum of twenty-five (25) credits per year.
- 28.3. Employees in the position of Lead and Lead, Professional Practice shall be credited with twenty (20) vacation credits in their first year of service. Thereafter, employees will be entitled to an additional vacation credit for each year of service to a maximum of twenty-five (25) credits per year.
- 28.4. Employees shall earn vacation on a pro-rated basis, with their vacation entitlement being pro-rated to the amount of time the permanent employee works within the Employer's business week.
- 28.5. An employee is entitled to vacation credits under Article 28.1 and 28.2 in respect of a month or part thereof in which the employee is at work or on leave of absence with pay.
- 28.6. An employee who
 - a. is on leave of absence without pay; or
 - b. receives benefits under a Long Term Disability Plan;is not entitled to paid vacation credits under Article 28.1.

- 28.7. 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.
- 28.8. An employee shall be credited with their vacation credits for the current year on the 1st day of April of each year, including any increase in entitlements due to occur during the year.
- 28.9. An employee commencing employment during the year shall be credited at that time with vacation credits calculated in accordance with Articles 28.1 and 28.2, for the balance of the fiscal year.
- 28.10. An employee may automatically carry over a maximum of five (5) days into the next year and may be permitted to carry over more than five (5) days by the Employer.
- 28.11. An employee may take vacation time in half day increments.
- 28.12. Where an employee is prevented from reducing their accumulated vacation credits as a result of:
- a. an injury for which an award is granted under the Workplace Safety and Insurance Act, 1997; or
 - b. a total disability; or
 - c. an extraordinary requirement of the Employer,
- the Employer shall grant to the employee, at their request, a leave of absence with pay or payment in lieu of all or a part of their unutilised vacation to replace the vacation credits.
- 28.13. An employee may with the written approval of the Employer take vacation to the extent of their vacation entitlement and their accumulated vacation credits shall be reduced by the vacation taken.
- 28.14. An employee who completes at least twenty-five (25) years of continuous service on or before the last day of the month in which the employee attains sixty-four (64) years of age is entitled, after the end of that month, to five (5) days of pre-retirement leave with pay. An employee is only entitled to receive these additional five (5) days once.
- 28.15. Upon termination of employment by either the Employee or the Employer, for any reason, any accrued but unused vacation credits will be paid out to the employee with the employee's final pay.

- 28.16. Vacation taken in excess of the vacation credits which an employee has accrued on the date the employee ceases to be an employee shall be deducted from any salary to which the employee may be entitled.
- 28.17. Every October and April, information regarding the number of vacation and other credits to which the employee is entitled shall be made available to each employee directly, or where the information is available to the employee electronically, this shall be sufficient. Employees may also request this information at any time.

ARTICLE 29 – BENEFIT PLANS

- 29.1. “Benefit Plans” means the benefits currently provided under the Manulife Financial Group Benefits Policy number G0116676 as well as the Critical Illness Plan Policy number G0117057 and the Short Term Disability Plan Policy Number 116676 or any alteration or amendment to those benefits made pursuant to Article 29.2.
- 29.2. Benefits administered through the insurance carrier are summarized in the benefits booklet, which will be provided to each employee.
- 29.3. The benefits provided under the Benefit Plans shall be available to all employees, including temporary employees and part-time employees who work 20 hours or more per week), upon completion of a three (3) month waiting period, provided that these employees are eligible for benefits under the relevant benefit plan.
- 29.4. The Benefit Plans can only be altered or amended during the life of this Collective Agreement if the level of benefits conferred is not decreased. Any changes will be communicated to the affected employees and AMAPCEO as per Article 11 (Employee Relations Committee).
- 29.5. **Short Term Disability**
 - 29.5.1. The Employer will pay one hundred percent (100%) of the premiums for Short Term Disability coverage for Short Term Disability Plan Policy Number 116676 or any alteration or amendment to those benefits made pursuant to Article 29.2.
- 29.6. **Use of Accumulated Credits**
 - 29.6.1. Accumulated credits include vacation credits and compensating leave.
 - 29.6.2. An employee who is on short term disability is entitled, at the employee’s option, to have sufficient credits deducted from the employee’s accumulated credits for each day to which short term disability applies in order to receive regular salary for each such day.

29.6.3. An employee who is absent from employment due to sickness or injury beyond the total number of days provided for under the Short Term Disability Plan is entitled, at the employee's option, to have sufficient credits deducted from the employee's accumulated credits for each day in order to receive regular salary for each such day. This Article does not apply to an employee who qualifies for and elects to receive benefits under the Long Term Disability plan instead of using their accumulated credits.

29.7. Long Term Disability

29.7.1. The Employer will continue to deduct from the employee's pay and remit to the insurance carrier the amount necessary to continue the employee's coverage under the Long Term Disability plan provided under the Manulife Financial Group Benefits Policy number G0116676 or any alteration or amendment to those benefits made pursuant to Article 29.2.

29.7.2. The Employer shall not permanently fill the position of an employee during the Long Term Disability qualifying period and the first twenty-four (24) months of the benefit period.

ARTICLE 30 – SICK DAYS

30.1. An employee who is unable attend to their duties due to personal health issues or health issues related to an immediate family member is entitled to, in each fiscal year (April 1 to March 31), ten (10) paid sick days.

30.2. Part-time employees will be entitled to sick days on a pro-rated basis calculated with reference to the number of hours worked per week by the permanent part-time employee compared to the regular hours of work of a full-time employee.

30.3. Sick days can be taken in half-day increments.

30.4. An employee who needs to take a sick day must notify their supervisor and the Director of Operations as early as possible in advance of the absence. If an employee is unable to notify in advance, the employee must notify as early as possible during the day they are unable to work.

30.5. Where an employee uses a sick day, the day will also be counted for the purpose of any applicable leave under the *Employment Standards Act, 2000*.

ARTICLE 31 – WORKERS' COMPENSATION

31.1. 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).

- 31.2. Where an employee receives a loss of earnings award under the Workplace Safety and Insurance Act, 1997, the Employer will continue subsidies for the Benefit Plans. The Employer will also continue to make pension payments, for the period during which the employee is receiving the loss of earnings award, if the employee continues to pay their share.

ARTICLE 32 – REIMBURSEMENTS/ALLOWANCES/MEALS

- 32.1. The reimbursement rates for meals purchased by Employees while on College business, which shall not be altered for this bargaining unit without the consent of AMAPCEO, reimbursement rates for meals shall be:

Breakfast	\$23.60
Lunch	\$23.90
Dinner	\$58.60

32.2. Kilometric Rates and Use of Private Vehicle

- 32.2.1. If an employee uses their own vehicle on the Employer's business, the employee shall be reimbursed at rates for expenses incurred that shall not be less than 58 cents per kilometer.
- 32.2.2. Kilometres are accumulated on the basis of a fiscal year (April 1 to March 31 inclusive).
- 32.2.3. Travel to and from the Employer's premises, when required to attend, does not qualify as Employer business for the kilometre reimbursement. In order to receive the reimbursement, the employee must submit an approved expense report which indicates the nature of the business, actual kilometres driven, and applicable dates.

32.3. Childcare and Attendant Expenses

- 32.3.1. Where the Employer requires the Employee to work outside of regular working hours, and the employee needs to arrange for childcare or attendant care an employee must receive approval in advance by the Employer, and they shall be reimbursed within thirty (30) days of submission of receipts at a comparable rate as that applied to Council members.

ARTICLE 33 – SALARY

- 33.1. Effective April 1, 2025 there will be six classification levels as illustrated in **Appendix “A”**.
- 33.2. Effective April 1, 2025, all salary rates in effect on March 31, 2025 will be revised to provide for an additional increase of 2.75% across the board.
- 33.3. Effective April 1, 2026, all salary rates in effect on March 31, 2026 will be revised to provide for an additional increase of 2.75% across the board.
- 33.4. Effective April 1, 2027, all salary rates in effect on March 31, 2027 will be revised to provide for an additional increase of 2.5% across the board.

ARTICLE 34 – MERIT PAY

- 34.1. Effective April 1 of each year, merit increase for a twelve (12) month work cycle shall be processed in an amount of 1-3% of the employee’s salary. An employee’s merit increase for meeting the requirements of the position shall be two percent (2%) of their salary.
- 34.2. Where an employee’s performance rating results in a merit increase that will cause the employee’s salary to exceed the maximum salary for their classification, the amount of the merit increase in excess of the maximum salary will be paid out as a lump sum bonus. Such lump sum bonus will not increase the employee’s base salary for any purpose.

ARTICLE 35 – PENSION

- 35.1. All employees will be enrolled into the CAAT Pension Plan dB Plus. The Employer will contribute 6% of the employees’ gross salary and remit it to the Plan. The Employer will deduct from the employees’ pay cheque and remit to the Plan Employee contributions as follows:

Effective Date	Employee contribution	Employer contribution
Date of enrolment	4%	6%
April 1, 2026	5%	6%
April, 2027	6%	6%

- 35.2. In the interim, the Employer will provide an annual 6% RRSP contribution until contributions into CAAT dB Plus commence.

ARTICLE 36 – PROFESSIONAL/LEADERSHIP DEVELOPMENT

36.1. Professional Development Program

- 36.1.1. Where an employee who has completed their probationary period has identified an opportunity for professional development which relates directly to their present or future work at the Employer or will refine transferrable skills that will support an employee's work with the Employer, or has been directed to do so via a Performance Improvement Plan, the employee may make an application to the Employer for the Professional Development benefit.
- 36.1.2. The Professional Development benefit is maximum of \$1500.00 per year for all full-time employees (pro-rated to their months of service) and a maximum of \$750.00 per year for all part time employees (pro-rated to their months of service).
- 36.1.3. Application for usage of the Professional Development benefit shall be made in writing to the Employer and a decision on whether to approve the application will be made by the Employer in its discretion. If approved, the employee will receive written notice within two (2) weeks of receipt of the request. Payment of approved course fees and supplies will be made within thirty (30) days of receipt of the claim. Receipts and invoices must be submitted with the claim.
- 36.1.4. Full time employees taking part in an approved professional development opportunity can take a maximum of 22.5 hours of work time (three standard workdays) off per year in pursuit of the opportunity. This time allowance will be pro-rated for part-time employees. Scheduling of the time off must be pre-approved by the employee's supervisor.
- 36.1.5. Where the cost of a Professional Development Course identified under Article 36.1 exceeds the cost of \$1500.00 per year, the Employer may approve an increase in the benefit on a case-by-case basis, in its discretion.
- 36.1.6. Where the time necessary to complete a Professional Development Course identified under Article 36.1 exceeds the time initially identified, the Employer may approve an increase in the time for completion of the Professional Development Course on a case-by-case basis, in its discretion.
- 36.1.7. Except where an Employee has been directed to take a Professional Development Course as part of performance improvement, employees will be expected to produce evidence of successful completion of the course when requested and failing that will be

expected to repay the Employer for any monies paid out under this Article. The Employer may deduct these amounts from the Employee's final pay if the employee's employment terminates prior to the amount being repaid.

36.2. Leadership Development Program

- 36.2.1. Where an employee meets the criteria set out below, they may apply to participate in the Employer's Leadership Development Program:
 - a. Has been employed with the College for no less than 18 months; and
 - b. Met expectations in all areas in their last Performance Appraisal.
- 36.2.2. Employees accepted into the Employer's Leadership Development Program will participate in the design of a personalized program in consultation with the Employer. The program must have a duration of no less than eighteen (18) months and no more than twenty-four (24) months and will include at minimum 10 hours of coaching with a leadership/career coach approved by the Employer, the cost of which will be borne by the Employer up to \$250.00 per hour for 10 hours.
- 36.2.3. Employees may use their professional development benefit to cover the costs of courses in the Leadership Development Program. Costs in excess of those covered can be considered through the coverage request process outlined in the Professional Development Benefit Policy. Costs that are not approved for coverage by the Employer would be at the expense of the employee.

ARTICLE 37 – HOURS OF WORK AND OVERTIME

- 37.1. The official office hours of the College are from 9 am to 5 pm from Monday to Friday. Employees may adjust their start and finish times within one (1) hour of these set office hours provided they work seven and a half (7.5) hours per day, which includes a paid half hour break and a half hour unpaid break.
- 37.2. Employees will notify their supervisor of their adjusted hours. The supervisor may require employees to work the official office hours on a given day when, acting reasonably, they determine it is operationally required.
- 37.3. **Overtime**
 - 37.3.1. For the purposes of this article, overtime is an authorized (i.e., authorized by the Employer in advance and in writing, before the overtime work is performed) period of work in excess of thirty-seven and one half (37.5) hours per week.

- 37.3.2. For all overtime between thirty-seven and one half (37.5) and forty-four (44) hours per week, employees will receive compensating leave, at their straight time hourly rate. For all overtime over forty-four (44) hours per week, employees will receive compensating leave at one-and-a half (1.5) times their straight time hourly rate. Subject to Article 37.3, this time will be taken within three (3) months of the date for which it is accrued, failing which pay out shall be made pursuant to Article 37.3.
- 37.3.3. Where the Employer requires an employee to work on their day off, the employee shall receive compensating leave at the rate of one and one-half (1.5) hours for each hour worked.
- 37.3.4. Where an employee works overtime hours in accordance with Article 37.3.1, 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 employee requests pay in lieu of compensating leave, the Employer shall 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.
- 37.3.5. 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 one (1) month of the pay period within which the excess hours were worked.
- 37.3.6. Pay in lieu for compensating leave accumulated in a fiscal year which is not used before March 31 shall be paid out as a lump sum, at the rate it was earned, by no later than April 30. This lump sum can be paid out earlier than March 31 where the employee and the Employer agree.
- 37.3.7. On termination of employment, or if an employee assumes a permanent position outside the bargaining unit, an employee who has not used all the time off in lieu they have earned under this Article shall be paid, on a lump sum basis, for all remaining time off in lieu hours.
- 37.3.8. Compensating leave under this Article will be added to the employee's accumulated credits within four (4) weeks of the pay period within which the employee had properly submitted the required documentation to the employer.

ARTICLE 38 – TERM AND RENEWAL

- 38.1. Unless otherwise specified, this agreement shall be effective from April 1, 2025 until March 31, 2028.
- 38.2. 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.
- 38.3. In the event neither party gives notice to bargain in accordance with Article 38.2, this agreement shall be automatically renewed for a period of one (1) year.

PART-TIME EMPLOYEES

- PT. 1 A “part-time” permanent employee is a permanent employee who regularly works less than thirty-seven and one half (37.5) hours per week.
- PT.2 All provisions of the Collective Agreement will apply to permanent part-time employees, unless specifically stated otherwise in this agreement.
- PT.3 The following provisions will apply to part-time employees on a pro-rated basis calculated with reference to the number of hours worked per week by the permanent part-time employee compared to the regular hours of work of a full-time employee:
- Article 22.4 – Pregnancy/Parental Leave Benefit
 - Article 28 – Vacation
 - Article 29 – Benefit Plans (for permanent part-time employees who work more than twenty (20) hours a week)
 - Article 30 – Sick Days
 - Article 36.3 – Professional Development
- PT.4 Permanent part-time employees who work less than twenty (20) hours a week are not entitled to benefits under the Benefit Plans set out in Article 30. Instead, part-time employees who work less than twenty (20) hours will receive, after the completion of their probationary period, five percent (5%) of their weekly salary in lieu of benefits.

FIXED TERM EMPLOYEES

FXT 1 Definition

- FXT 1.1 A “temporary” employee, also referred to as “fixed term” employee, means an individual hired by the Employer for a predetermined term to fill a temporary position created to respond to a temporary increase in workload or the need to fill a job with a fixed term

or task, or to cover for an employee on a leave of absence. The terms and conditions set out in Articles FXT 2 to FXT11 will be applied to temporary employees.

FXT 1.2 A “part-time” temporary employee is a temporary employee who can be used to temporarily cover on a one-to-one basis for a part-time permanent employee on a leave of absence.

FXT 2 Wages

FXT 2.1 A temporary employee covering for an employee on a leave of absence or filling an existing position in the bargaining unit shall be paid at a rate within the range of that position for which they have been hired. Wage rates for new positions will be dealt with in accordance with Article 18.6 (Pay Administration for New Salary Classification Levels).

FXT 3 Benefits

FXT 3.1 Temporary employees who work more than twenty (20) hours a week are entitled to benefits on the same basis as permanent employees. For clarity, temporary employees will be entitled to benefits immediately after completion of the three (3) month probationary period without being subject to another three (3) month waiting period for benefits.

FXT 3.2 Temporary part-time employees who work less than twenty (20) hours a week not entitled to benefits under the Benefit Plans set out in Article 29. Instead, temporary part-time employees who work less than twenty (20) hours will receive, after the completion of their probationary period, five percent (5%) of their weekly salary *in lieu* of benefits.

FXT 4 Vacation

FXT 4.1 A temporary employee is entitled to vacation credits of fifteen (15) days per fiscal year except for those in Lead and Lead, Professional Practice classification levels, who are entitled to twenty (20) days per fiscal year. For clarity, the earned vacation credits will be pro-rated based on length of the temporary employee’s employment within the fiscal year.

FXT.4.2 A full-time temporary employee shall be paid for any unused and earned vacation standing to the employee’s credit at the date they cease to be an employee.

FXT.4.3 Where a full-time temporary employee becomes a permanent employee, vacation credits accrued under this Article shall continue to stand to the credit of the employee.

FXT 4.4 A temporary part-time employee’s vacation credits will be pro-rated with reference to the number of hours worked per week by the permanent part-time employee compared to the regular hours of work of a full-time employee.

FXT.5 Pregnancy and Parental Leave

FXT.5.1 A temporary employee shall be entitled to pregnancy and parental leave in accordance with the *Employment Standards Act, 2000*.

FXT 6. Termination of Employment

FXT 6.1 Subject to Article FXT 8, the employment of a temporary employee may be terminated by the Employer at any time with a minimum of two (2) weeks' notice or pay in lieu thereof, or their entitlements under the *Employment Standards Act, 2000*, whichever is greater. Termination in accordance with this Article is not disciplinary and cannot be grieved as being without just cause.

FXT 7. Extension of Temporary Assignment

FXT 7.1 Subject to Article FXT 8, the Employer may extend the term of a temporary employee. The extension will be offered to the incumbent temporary employee at least two (2) weeks prior to the Term ending. For clarity, this article does not apply in the situation where the Employer terminates the employment of the temporary employee in accordance with FXT 7.1 prior to the end of the Term.

FXT 8 Assignment to Temporary Position on a Permanent Basis

FXT.8.1 Where a temporary employee has been employed for at least eighteen (18) months, and 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 the position does not have a home incumbent, the Employer shall create a permanent position and assign the employee to it. For clarity, the employee will not be required to serve an additional probationary period once assigned to the permanent position.

FXT 8.2.1 Where a temporary employee is replacing an incumbent permanent employee returning from a leave of absence permitted under this Collective Agreement, including but not limited to in accordance with Article 8.1. (Leave of Absence for AMAPCEO Activities), Article 29.7 (Long Term Disability), or Article 22.8(Pregnancy and Parental Leave), or Article 21.3 (Discretionary Leave of Absence of Greater Than One Month), the temporary employee may be terminated under Article FXT 7.1.

FXT 8.2.2 Where the permanent employee elects not to return from leave, FXT 8.1 applies. If the temporary employee declines the assignment of a permanent position, it will be posted in accordance with Article 17. For clarity, it is understood that the Employer is under no obligation to create an additional permanent position if the permanent employee on

leave returns to their former position in accordance with Article 8.1., Article 29.7, or Article 22.8..

FXT.8.3 Should a temporary employee be appointed to a permanent position, that employee's seniority shall be calculated from the date of hire with the Employer, in accordance with the provisions of Article 15 (Seniority).

FXT.10 Applicable Articles

FXT.10.1 In addition, unless specifically stated otherwise in this Collective Agreement, the following Articles and/or Sections of the Collective Agreement between the Parties shall apply to a temporary employee:

Article 1 – Recognition

Article 2 – Non-Discrimination/ Harassment /Sexual Harassment

Article 3 – Management Rights

Article 4 – Definitions

Article 5 – Information on Positions and Job Descriptions, 5.1, 5.2, 5.3 only

Article 6 – No Discrimination for Union Activities

Article 7 – Employee Right to Representation

Article 8 – Leave of Absence for AMAPCEO Activities (Except 8.1-8.3)

Article 9 – Rights of AMAPCEO Workplace Representatives

Article 10 – Check Off Of Union Dues

Article 11 – Employee Relations Committees

Article 12 – Bulletin Boards

Article 13 – Correspondence Between the Employer and AMAPCEO

Article 14 – Dispute Resolution Procedure

Article 15 – Seniority / Continuous Service – 15.1.3 only

Article 16 – Probationary Period

Article 17 – Recruitment – 17.1 (Posting and Filling of Vacancies of Greater Than Six (6) Months), 17.3.2, 17.3.3 only

Article 18 – Pay Administration

Article 19 – Discipline and Discharge

Article 20 – Personnel Files and Disciplinary Records

Article 21 – Leaves of Absence – 21.3.1; 21.5 (Personal Emergency and Special or Compassionate Leave); 21.6 (Jury or Witness Duty Leave); 21.7 (Bereavement Leave); 21.8 (Leaves of Absence under the *Employment Standards Act, 2000*) only

Article 23 – Health and Safety

Article 25 – Job Security – 25.1.1(b) only

Article 26 – Work Location

Article 27 – Holidays

Article 29 – Benefit Plans (for temporary employees working more than twenty (20) hours per week)

Article 30 – Sick Days

Article 33 – Salary

Article 37 – Hours of Work and Overtime

Article 38 – Term and Renewal

FXT.11 Non-Applicable Articles

FXT.11.1 The following Articles and/or Sections of the Collective Agreement between the Parties shall not apply to a temporary employee:

Article 5 – Information on Positions and Job Descriptions - 5.6, 5.7, 5.8, 5.9

Article 15 – Seniority/Continuous Service – 15.1, 15.1.1, 15.1.4, 15.1.5, 15.1.6

Article 17 – Recruitment – 17.2 (Permanent Employees Acting in Temporary Assignments), 17.3.1

Article 21 – Leaves of Absence – 21.1 (General), 21.2.1, 21.2.2, 21.2.4, 21.2.5, 21.2.6, 21.3 (Discretionary Leaves of Absence Greater than One Month)

Article 22 – Pregnancy Leave, Parental Leave and Employment Insurance Top-Up

Article 24 – Technological Change

Article 25 – Job Security - except 26.1.1(b)

Article 28 – Vacation

Article 31 – Workers' Compensation

Article 32 – Reimbursements/Allowances

Article 36 – Professional Development

APPENDIX “A”: NEW SALARY RANGES EFFECTIVE APRIL 1, 2025

Classification Levels	Positions	April 1 2025 to March 31 2026		April 1 2026 to March 31 2027		April 1 2027 to March 31 2028	
		Salary Range Minimum	Salary Range Maximum	Salary Range Minimum	Salary Range Maximum	Salary Range Minimum	Salary Range Maximum
1 Administrator	Administrator	\$53,765	\$66,121	\$55,244	\$67,940	\$56,625	\$69,638
2 Co-ordinator	Registration Coordinator Professional Conduct Coordinator Coordinator Quality and Assurance Assessments	\$68,008	\$80,501	\$69,878	\$82,714	\$71,625	\$84,782
3 Senior Coordinator	Senior Registration Coordinator Senior Professional Conduct Coordinator Senior Coordinator Quality and Assurance Assessments	\$76,612	\$87,848	\$78,719	\$90,263	\$80,687	\$92,520
4 Officer/Policy Analyst	Registration Officer Governance Officer Communication and Stakeholder Relations Officer	\$88,225	\$106,555	\$90,651	\$109,486	\$92,917	\$112,223
5 Lead	Manager	\$97,385	\$118,021	\$100,063	\$121,266	\$102,564	\$124,298
6 Lead, Professional Practice	Manager, Professional Practice	\$102,751	\$124,770	\$105,576	\$128,202	\$108,216	\$131,407

Letter of Understanding re: Work Location

May 26, 2025

The Employer agrees that employees will continue to work remotely, except on dates when the Employer specifically requires the employee to work on site in accordance with Article 26.4.

This Letter of Understanding does not form part of the Collective Agreement. For clarity this Letter of Understanding is enforceable via a dispute under the Collective Agreement but will terminate on the day that the Collective Agreement expires unless renewed.

For AMAPCEO:





Abinaya Karanandan

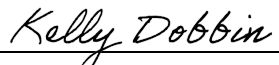


Victoria Marshall



Sangeeta Boondoo

For the Employer:





Letter of Understanding re: Calculation of Wage and Merit Increases

May 26, 2025

Across the board (“ATB”) increases under Article 34 (Salary) shall mean an increase to individual wages and to all Salary Classification Levels as listed in Appendix “A” of the Collective Agreement.

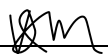
The ATB increase effective April 1, 2025, and the merit increase for the fiscal year ending March 31, 2025, will be added together and applied to an employee’s existing base salary as a combined percentage. For example, the increase for an employee receiving a 2.75% wage increase effective April 1, 2025, and a 2% merit increase for the fiscal year ending March 31, 2025, will be calculated as follows: $\text{Base Salary} \times (1 + 0.0275 + 0.02)$.

Henceforth, the ATB increase will be applied first to the employee’s base salary, then the merit increase will be applied to the adjusted base salary. For example, the increase for an employee receiving a 2.75% wage increase effective April 1, 2026, and a 2% merit increase for the fiscal year ending March 31, 2026, will be calculated as follows: $(\text{Base Salary} \times 1.0275) \times 1.02$.

For AMAPCEO:





Abinaya Kalanandan


Victoria Marshall


Sangeeta Boondoo

For the Employer:





