

# **Collective Agreement**

Between

**Ontario Health**

and

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

Association of Management, Administrative and  
Professional Crown Employees of Ontario

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## **PREAMBLE**

The parties agree that their respective rights under this Collective Agreement shall be determined on the basis of the express terms of the Collective Agreement and, in particular, that past practice before this Collective Agreement is not relevant to a determination of either party's rights, privileges or duties or any other term or condition of employment under this Agreement.

## **ARTICLE 1 – RECOGNITION**

The Employer recognizes the Association of Management, Administrative and Professional Crown Employees of Ontario as the exclusive bargaining agent for a bargaining unit composed of all employees responsible for analyzing primary data and research and making recommendations regarding evidence-based analyses and modifications to practices, save and except persons who exercise managerial functions or who are employed in a confidential capacity relating to labour relations. For greater certainty this bargaining unit includes all employees performing the job functions undertaken by the former Medical Advisory Secretariat in the following classifications: Clinical Epidemiologist (20 PEC); Medical Librarian (14 PLS); Medical Information officer (14PLS); Senior Program Advisor (20 APA); Senior Analyst (20 APA); and Administrative Coordinator (14 AGA) in accordance with Schedule A to this Collective Agreement.

## **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 The Employer and the Union recognize the inherent right of every employee to work in an environment characterized by respect for individual dignity.

All employees covered by this Agreement have a right to freedom from harassment in the workplace by the employer, agent of the employer or another employee on the grounds herein.

Every employee is protected from, and shall not engage in, harassment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, pregnancy, disability, age, marital status, family status, record of offenses, gender identity and gender expression, as defined by the Ontario *Human Rights Code*.

Every employee is protected from, and shall not engage in sexual harassment, personal harassment, psychological harassment or workplace bullying.

Every employee is protected from a reprisal or threat of reprisal as a result of filing a complaint or a grievance alleging harassment pursuant to this article

**2.3 Sexual Harassment**

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

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

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

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

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

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

2.3.5 Where a complaint under Article 2.3 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 2.3 to be presented to the supervisor may be presented directly to the President and CEO or their designee. It is agreed that the designee assigned will not be a person who is the subject of the complaint giving rise to the dispute.

2.3.6 Where it appears to a board of arbitration that an employee who is a complainant under Article 2.3 has made a complaint under the Ontario Human Rights Code relating to the conduct which is the subject of the dispute, the board of

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arbitration may, as it sees fit, adjourn the dispute, stay the dispute, or dismiss the dispute.

- 2.3.7 An employee who makes a complaint under Article 2.3 may be accompanied and represented by an employee 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 staff relations policy.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

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

### **ARTICLE 4 - INFORMATION ON POSITIONS**

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

### **ARTICLE 5 - STATEMENT OF INFORMATION/DUTIES TO EMPLOYEES**

- 5.1 Upon written request to the immediate Supervisor, a regular employee shall be provided with a copy of the most current position description on file outlining their duties and responsibilities, and other documents related to the duties and responsibilities of the position, e.g. physical demands analysis. The information shall be provided within 20 working days of the request.
- 5.2 Employees newly hired or newly assigned into the bargaining unit will be notified in writing, on or prior to their starting date, that their position is in the AMAPCEO bargaining unit, and of the name, address and telephone number of the Association. The President of the Association shall be copied electronically on or about the same time as the information is sent to the employee.

**ARTICLE 6 - NO DISCRIMINATION FOR ASSOCIATION ACTIVITIES**

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

**ARTICLE 7 - EMPLOYEE RIGHT TO REPRESENTATION**

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

- (a) for disciplinary purposes; or
- (b) to investigate matters which may result in disciplinary action; or
- (c) for a formal counselling session with regard to unsatisfactory performance or behaviour; or
- (d) for termination of employment; or
- (e) for matters related to the development, implementation and administration of an accommodation or return to work plan;

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

- 7.2 If the employee requests representation by an Association representative, the Employer shall set the time and place for the meeting, which is mutually agreeable to the Employer and the employee. Failing agreement the Employer shall allow up to 3 days from the notice in Article 7.1 for the employee to secure an Association representative for the meeting. However, where urgency is required, the Employer shall give the employee notice so that the employee can be represented by an Association representative in person or by teleconference.

**ARTICLE 8 - LEAVE OF ABSENCE FOR ASSOCIATION ACTIVITIES**

- 8.1.1 The Employer agrees to provide leave of absence from full time employment, or partial leaves of absence for up to half of full time employment, with pay and no loss of credits for up to the equivalent of one (1) full time position, for members of the Association to conduct business of the Association. The leave of absence will be renewed annually.

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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 they may be returned, subject to the requirements of the collective agreement. If the employee's position is declared surplus during the leave, then the employee retains all rights under Article 27. However, notwithstanding Article 27, the Employer shall attempt to find on an ongoing basis, a direct assignment for the employee throughout the period that the employee is on leave. In the event that no direct assignment is found before the leave expires, then upon the expiry of the leave, notwithstanding Article 27, the employee shall be assigned with no loss of pay or benefits, to an equivalent or similar position; however it is agreed that such an assignment will not result in a promotional salary increase.

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

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

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

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

8.2.2 The Employer agrees that AMAPCEO representatives may take time off with pay and no loss of credits for reasonable preparation time for meetings with the Employer on behalf of the Association, so long as proper notice is given, and this does not impair operational requirements. This article does not apply to time spent preparing for any meetings under Article 15 (Dispute Resolution) or collective bargaining.

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

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- 8.3 Association Chapter Chairs, or their designees shall be granted a leave of absence with pay and no loss of credits to conduct the internal affairs of the Association on the following basis:
- (a) only the Chapter Chair, or their designees shall be granted such leave;
  - (b) the leave shall be for a single period of not more than four (4) hours every three (3) weeks, and unused leave shall not be cumulative;
  - (c) the leave shall, to the extent possible, be taken at the same time on the same day every three (3) weeks, as pre-arranged between the Chapter Chair and their supervisor;
  - (d) the Chapter Chair 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.
- 8.4 The Employer shall grant time off to a maximum of five (5) days per calendar year for each Association representative with pay and no loss of credits for the purpose of labour relations education, unless such time off would impair operational requirements.
- 8.5 Notwithstanding Article 8.1, AMAPCEO may at its discretion require up to two (2) additional members to participate in Association business, who shall be granted leaves of absence with pay and no loss of credits for hourly increments of up to five (5) hours or full days, 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 twenty (20) days. Leaves of absence granted under this subsection shall include reasonable travel time. The Association will attempt to give as much notice as possible in respect of any leave of absence under this subsection and, in any event, not less than five (5) business days' notice.
- 8.6 Upon at least twenty-one (21) calendar days' written notice by the Association, leaves of absence with pay and no loss of credits shall be granted for not more than three (3) days annually for each employee delegate for the purpose of attending the Association's Delegates' Conference(s).
- 8.7.1 The Association will reimburse the Employer for approved leaves taken by employees under sections 8.1., 8.2.1 8.2.3, 8.4, 8.5 and 8.6 for salary and all benefits including the Employer's share of contributions required by statute and pension contributions.

- 8.7.2 The Employer may invoice the Association for reimbursable leaves on a quarterly basis for approved leaves taken by employees during the preceding quarter. In addition, the Employer will make every effort to submit invoices each April 1<sup>st</sup> for any approved leave taken by employees, not yet invoiced in the preceding fiscal year, to the Association.
- 8.7.3 Where the Employer submits an invoice within the time frames provided in Article 8.7.2, the Association will remit payment for approved leaves taken by employees within thirty (30) calendar days of receipt of the Employer's invoice.

## **ARTICLE 9 - RIGHTS OF ASSOCIATION WORKPLACE REPRESENTATIVES**

- 9.1 The Association shall send a list of names, the employee identification number and work locations of all workplace representatives authorized to represent Association members to Human Resources. The Association shall provide updates as workplace representative changes are made and a master list will be provided annually.
- 9.2 A workplace representative shall carry out their duties under Article 9.3 expeditiously so as to limit disruption to the Employer's operations:
- (a) A workplace representative shall obtain permission from their immediate supervisor or alternate management representative for the workplace before leaving the workplace to perform their duties as a workplace representative. Such permission will not be unreasonably withheld.
  - (b) When there are urgent operational requirements, the Employer may require that the workplace representative defer/reschedule their duties under Article 9.3.
  - (c) Two (2) weeks prior to the commencement of each month, the workplace representative shall provide to their immediate supervisor, notice of workplace representative activities planned for the following month.
- 9.3 The duties and responsibilities of workplace representatives shall include the following, with respect to employees covered by this collective agreement within their area of responsibility:
- (a) Providing information to employees on their terms and conditions of employment, including their rights and entitlements under this Agreement.

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- (b) With the mutual agreement of the Employer which shall not be unreasonably withheld, a workplace representative may investigate disputes and be involved in problem solving of disputes.
- (c) Attending meetings at the request of the Employer or in accordance with Article 7 (Employee Right to Representation).
- (d) Presenting a dispute in accordance with the Dispute Resolution Procedure (Article 15.4.3).

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

**ARTICLE 10 - CHECK OFF OF ASSOCIATION DUES**

- 10.1 The Employer shall deduct from the wages/salaries of every employee covered by this Collective Agreement a sum equivalent to the dues or assessments of AMAPCEO. The deduction shall be remitted to AMAPCEO on a monthly basis.
- 10.1.1 Together with each monthly dues payment, the Employer will provide a report to the Association indicating the names of the employees in respect of whom deductions have been made, the employee identification number, work location description / work location (street address), hire date, employment status (active, leave, terminated), job class code / abbreviated class title, employee class (regular, fixed term), home position indicator, home position class, continuous service date, benefit base salary (annualized pay rate used for calculating benefits such as insurance premium) and any such other information as may be agreed upon by the parties. The report will be forwarded in electronic format.
- 10.2 AMAPCEO shall advise the Employer in writing of the amount of its dues and assessments. This amount shall continue to be deducted until changed by further written notice by AMAPCEO.
- 10.3 AMAPCEO agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.
- 10.4 AMAPCEO dues or assessments, or the equivalent amount, shall be itemized on the annual T-4 slip as annual membership dues for AMAPCEO.

**ARTICLE 11 - HOME POSITION**

- 11.1 Employees from outside the bargaining unit temporarily assigned to an AMAPCEO position for a period of more than thirty (30) calendar days will on the 31<sup>st</sup> calendar day commence paying dues and be governed by the terms of the AMAPCEO collective agreement except that pensions and insured benefits, as well as job security entitlements, will continue to be governed by the rules applicable to the employee's home position.
- 11.2 Omit as no longer applicable
- 11.3 When an AMAPCEO bargaining unit member is temporarily assigned to a non-bargaining unit position, they shall continue to pay dues to AMAPCEO and continue to be covered by the AMAPCEO agreement for the entire term of the temporary assignment except that salary and hours of work provisions shall be determined in accordance with the terms and conditions for the non-bargaining group the employee is temporarily assigned to.

**ARTICLE 12 – LABOUR RELATIONS COMMITTEE**

- 12.1.1 The parties shall establish a joint Labour Relations Committee to discuss and resolve matters of interest between the parties.
- 12.2 The objectives of the Labour Relations Committees shall include:
- (a) establishing and maintaining a positive and constructive relationship between the Association and the Employer; and,
  - (b) working together to resolve Association and Employer issues and concerns related to the workplace.
- 12.3.1 The Committee shall be comprised of two representatives (or their delegates) of management and two from the bargaining unit. Each party may be accompanied by a resource person as needed.
- 12.3.2 The employee members of the committee shall be entitled to time off with pay and with no loss of credits for meeting time and for reasonable preparation and travel time. Such time off shall not be unreasonably denied as long as proper notice is given.
- 12.3.3 The Committee shall meet every second month or as otherwise agreed.
- 12.12.1 Except as provided in Article 12.12.2, not less than two weeks prior to a formal public announcement or announcement to employees of a decision involving changes to the workplace affecting AMAPCEO-represented employees,

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including transfers or dispositions or reorganizations, the Employer will disclose the decision to the President of AMAPCEO. The President will be provided with the information including the reasons for the decision, when the decision will be implemented, the number and locations of employees affected, and the impact, if any, on employees (surplusing, transfers, reclassifications, hiring, etc.). The Employer has the discretion to make the disclosure earlier than the two weeks set out above.

- 12.12.2 The Employer may provide less than two (2) weeks' notice in the case of:
- (a) emergencies;
  - (b) decisions contained in the Budget or Financial Statement;
  - (c) legislation.
- 12.12.3 Information provided under Article 12.12.1 or 12.12.2 will be kept confidential by AMAPCEO until the employer authorizes the disclosure of the information; however, this shall not be construed as preventing the Association from consulting internally with respect to the matter.
- 12.12.4 AMAPCEO shall have one (1) week to provide comments and/or hold the meeting referred to in paragraph 12.12.5 below, but the Employer in its discretion may give more than a one (1) week period to respond.
- 12.12.5 Upon disclosure to the President,
- (a) At the request of the President, a meeting will be held with the employer to review the information and ask any questions;
  - (b) The President may forward comments to the Employer and provided such comments were forwarded in accordance with Article 12.12.4 above, the Employer shall review the comments and respond in writing prior to the formal announcement referred to in 12.12.1 above;
  - (c) The matter will become a standing item on the Labour Relations Committee as appropriate;
  - (d) Where the decision concerns a divestment, transfer or any other disposition of bargaining unit functions or jobs, the parties will table the matter at the Labour Relations Committee where it will become a standing item;

### **ARTICLE 13 - BULLETIN BOARDS**

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

### **ARTICLE 14 - CORRESPONDENCE BETWEEN THE EMPLOYER AND THE ASSOCIATION**

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

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

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

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

#### **15.2 Formal Resolution: Stage One**

- 15.2.1 If any complaint is not satisfactorily resolved at the local level, the employee may file a dispute in writing within thirty (30) days after the circumstances giving rise to the complaint have occurred, or have come or ought reasonably to have come to the attention of the employee with their manager on a form prescribed by the Association. The employee’s manager shall meet with the employee and shall give the Association or representative of the Association present at the meeting and the employee their decision in writing within seven (7) days of the submission of the dispute.

15.3 **Formal Resolution: Stage Two**

15.3.1 If the dispute is not resolved at Stage One, the Association, on behalf of the employee, may submit the dispute in writing to the Director, Human Resources and Organizational Development within twenty (20) days of the date that the Association or representative of the Association present at the meeting received the decision at Stage One. In the event that no decision in writing is received in accordance with the specified time limits at Stage One, the Association may submit the dispute to the Director, Human Resources and Organizational Development within twenty (20) days of the date that the manager was required to give the decision in writing in accordance with Stage One.

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

15.3.3 If the dispute is not resolved at Stage Two, the Association, on behalf of the employee, may submit the dispute in writing to arbitration under Article 15.10 within fifteen (15) days of the date that the representative of the Association 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, the Association may submit the dispute to arbitration, within fifteen (15) days of the date that the designated management representative was required to give the decision in writing in accordance with Stage Two.

15.4 **General**

15.4.1 The employee shall have the right to be accompanied and represented by an Association representative at each formal stage of this procedure.

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

15.4.3 Article 15.4.2 shall also apply to the Association representative who is authorized to represent the employee.

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

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- 15.4.5 The time limits contained in this Article may be extended by agreement of the parties in writing.
- 15.4.6 In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.
- 15.4.7 The parties agree to fully disclose all information on which they rely in support of or in response to a complaint or dispute, including disclosure of any facts relied upon by Management in a decision that is subject to a complaint or dispute.
- 15.4.8 At the Association's option, participation by the Association representative or the employee in meetings required under the formal dispute resolution process may be conducted by teleconference, subject to the right of the Employer to select additional representatives who will participate by teleconference.
- 15.4.9 The Employer shall not take any reprisals against an employee for initiating or pursuing a dispute pursuant to this Article.
- 15.5 **Group Dispute**
- 15.5.1 In the event that more than one (1) employee has the same dispute, and such employees would be entitled to file a dispute, the Association shall be entitled to present a group dispute in writing, signed by such employees, to the Director, Human Resources and Organizational Development at Stage Two, within thirty days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of these employees. In such cases, no more than three (3) complainants may be in attendance at each stage unless otherwise mutually agreed.
- 15.6 **Association Dispute**
- 15.6.1 Where a dispute arises between the Employer and the Association, the Association shall be entitled to file an Association dispute at Stage Two of the dispute resolution procedure to the Director, Human Resources and Organizational Development provided it does so within thirty (30) days after the circumstances giving rise to the dispute have occurred or have come or ought reasonably to have come to the attention of the Association.
- 15.6.3 An Association dispute shall be signed by an authorized Association representative.
- 15.6.4 An allegation that the Employer has not provided an insured benefit that has been contracted for in accordance with this agreement shall be pursued as an Association complaint filed under Article 15.6.

15.7 **Discharge, Suspension and Demotion Disputes**

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

15.8 **Joint Review Process (JRP)**

15.8.1 The Joint Review Process (JRP) is an integral part of the dispute resolution mechanism. Either party may initiate a request to convene the Joint Review Process:

- to review all cases referred to arbitration in order to determine whether they can be resolved, expedited or consolidated
- to review Arbitration Awards as deemed necessary to determine application, and
- for any other mutually acceptable reason for dispute resolution purposes under this collective agreement.

15.9 **Classification Dispute**

15.9.1 An employee who alleges that their position is improperly classified may discuss their claim with their immediate supervisor at any time. An employee, however, shall have the right to file a dispute at any time as per Article 15.

15.9.2 Deleted

15.9.3 Deleted

15.9.4 Articles 15.4 to 15.6 apply to a dispute under Article 15.9.

15.10 **Arbitration Provisions**

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

15.10.2 An employee who has initiated a complaint or a dispute which the Association refers to arbitration shall be allowed leave of absence with no loss of pay and no loss of credits if required to be in attendance by the arbitrator. This Article shall also apply to any pre-hearings, mediation/arbitration or mediation before an arbitrator/mediator, or arbitrator.

15.10.3 The Association and the Employer agree that all complaints arising under Article 15 that are referred to arbitration shall be determined by a sole Arbitrator selected by the parties.

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- 15.10.4 The Association and the Employer agree that all hearings should commence in a timely manner.
- 15.10.5 The Parties agree that the decision of the Arbitrator shall be final and binding.
- 15.10.6 The costs of the arbitrator or arbitrator/mediator shall be shared equally by the parties.
- 15.10.7 Deleted
- 15.10.8 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

**ARTICLE 16 - SENIORITY/CONTINUOUS SERVICE**

- 16.1 An employee's seniority/continuous service will accumulate and shall be calculated as follows:
- (a) employees previously employed by the Crown immediately prior to the April 1, 2011 transfer date shall retain their seniority/continuous service date from the OPS, for the purpose of determining seniority under this Collective Agreement.
  - (b) For all other employees seniority will accumulate and be calculated from the date of hire as a regular employee subject to successful completion of the probationary period, subject to sub-paragraphs (c) and (d) below.
  - (c) For a fixed term employee who is later hired as a regular full time employee, seniority will accumulate and be calculated from the date established by adding the actual number of full time weeks worked during their full time employment back to the first break in employment that is greater than thirteen (13) weeks. When calculating seniority in this situation, a period of part time fixed term employment shall neither constitute a break in service nor be counted towards seniority except that any full time weeks worked during such part time employment shall be calculated into the employee's seniority.
  - (d) For a fixed term employee who is later hired as a regular part time employee in the regular service, seniority will accumulate and be calculated from the greater seniority of:
    - i) the date they commenced a period of unbroken, part-time employment in the fixed term service, immediately prior to appointment to a regular part time position; or

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

16.1.1 For purposes of application of this article, any break in service of less than thirteen (13) weeks shall neither constitute a break in service nor be counted towards seniority.

16.1.2 For purposes of this Article:

(a) “Unbroken service” is that which is not interrupted by separation from the Employer as per Article 16.4;

(b) “Full time” is continuous employment as set out in the hours of work article for the position;

(c) “Part time” is continuous employment with hours worked being less than full time hours per Article 16.1.2(b);

(d) Omitted

(e) “Regular part time” means part time employment as a regular employee as opposed to a fixed term employee.

16.1.3 Omitted

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

(a) is in receipt of LTIP or WCB benefits; or

(b) is absent on pregnancy or parental leave; or

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

(d) is absent on Family Medical Leave.

16.2.2 Except for the situations described in Article 16.2.1, where an employee is absent on a leave without pay that exceeds thirty (30) calendar days, the period of leave shall not be included in the determination of their seniority/continuous service. However, periods of service immediately before and after such absence shall be considered continuous and shall be included in determining seniority/continuous service.

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

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

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

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

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

Example:

- Weekly hours of work as a part time fixed term employee = 6 years at 20 hours per week;
  - Weekly hours of work as a regular part time employee = 2.5 years at 16 hours per week;
  - Full time hours of work for class (weekly) = 36 ¼ hours
  - Seniority/Continuous Service Date on becoming a full time employee =  $\frac{(20 \times 6 \text{ years})}{36 \frac{1}{4}} + \frac{(16 \times 2.5 \text{ years})}{36 \frac{1}{4}}$
- = 3.3 years + 1.1 year = 4.4 years (as of date of becoming a full time regular employee)

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

- 16.4 Seniority/continuous service shall be deemed to have terminated if:

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

## **ARTICLE 17 - PROBATIONARY PERIOD**

- 17.1 There shall be a probationary period of not more than twelve (12) months from the date of hire as a regular part-time or full-time employee. If an employee is absent for a period greater than three (3) consecutive calendar weeks during the probationary period, the Employer may extend the employee's probationary period by the length of that absence.
- 17.2 Within the first month of an employee's probationary period, the performance standards required for the position will be reviewed with the employee, and the employee will be advised if they are not meeting the standards.
- 17.3.1 Where an employee is hired as a regular employee and has worked more than twenty-four (24) hours per week on a continuous basis immediately prior to their hire date, the time they actually worked within the previous year may be considered to be part of their probationary period to a maximum of six (6) months.
- 17.3.2 Notwithstanding Article 17.3.1, where an employee is hired as a regular part time employee and has worked at least the required number of hours per week for the regular position on a continuous basis immediately prior to being hired as a regular part time employee, the time they actually worked within the previous year may be considered to be part of their probationary period to a maximum of six (6) months.

## **ARTICLE 18 - RECRUITMENT-POSTING AND FILLING OF POSITIONS**

### **Posting and Filling of Positions in the Regular Service**

- 18.1 When a vacancy occurs for a regular bargaining unit position or a new regular position is created in the bargaining unit, it shall be advertised for at least ten (10) working days prior to the established closing date. Where practicable, notices of vacancies shall be posted, within the identified area of search, either electronically, or on bulletin boards.
- 18.2 The notice of vacancy shall include the job title and classification of the position; salary range; general description of job duties; qualifications required; full or part time status; whether temporary or developmental (including duration); bargaining unit status; hours-of-work schedule; work location, any search restrictions if applicable, as well as any approved and publicly announced relocation by the Employer; travel requirements for the position; and closing date for the competition.

The only search restrictions permitted are:

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

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

- 18.3.1 In filling a vacancy, applicants' qualifications for the position shall be assessed relative to the selection criteria -- the knowledge, skills, abilities and experience required to perform the duties of the position. The most qualified applicant for the position shall be selected to fill the vacancy.
- 18.3.2 Where the qualifications and ability are relatively equal between an AMAPCEO unit applicant and a non-AMAPCEO unit applicant preference will be given to the AMAPCEO unit applicant.
- 18.4 An internal applicant who is invited to attend an interview within the Employer shall be granted time off with no loss of pay and with no loss of credits to attend the interview. Employees shall be reimbursed for travel expenses associated with attending the interview in accordance with the Employer's policy or practice.
- 18.5.1 Omit as no longer applicable
- 18.5.2 Omit as no longer applicable
- 18.5.3 Postings shall be posted on the internet and accessible to AMAPCEO and all employees, including employees on approved leave, and former employees with recall rights. For greater clarity, this does not include provision of computers or other electronic equipment to employees, or similar electronic access points in the workplace.
- 18.6 Unfair competition complaints shall be processed in the same way as other complaints under Article 15, except for the following. Where a complaint is submitted to arbitration:
  - (a) The arbitrator shall be empowered to determine any question of fact or law including whether any requirement of Article 18 has been followed. This includes, but is not limited to, whether the Employer (including a selection panel) has made an error in the process of assessing the applicant's qualifications based on the evidence which was (or should

have been) before it. However, the arbitrator shall not be empowered to decide who should have been selected in accordance with Article 18.

- (b) As a remedy, the arbitrator may declare the competition and its results null and void, and order the competition or any part of it to be run again with directions as to how it is to be conducted.
- (c) Notwithstanding Article 18.6 (a), where a competition complaint involves the application of Article 18.3.2, the arbitrator may award the job in question to the complainant where the selection panel determined that the complainant's qualifications and ability were relatively equal to the non-AMAPCEO unit applicant incorrectly awarded the job.

### **Temporary Assignments**

18.7.1 Where an employee is assigned temporarily to a position Article 18 (Recruitment - Posting and Filling of Vacancies) shall not apply except where:

- (a) the term of the temporary assignment is greater than nine (9) months duration, and the surplus clearance requirements of Article 27 have been met.

18.7.2 Where an assignment was not posted pursuant to Article 18.7.1, and an employee has continuously been in the position since the initial assignment, the assignment shall be posted and filled competitively within eighteen (18) months of the initial assignment, where the Employer determines that the work is continuing either on a temporary or permanent basis unless otherwise agreed between AMAPCEO and the Employer.

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

18.7.4 Deleted

### **Exceptions from the Requirements to the Posting and Filling of Positions**

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

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

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

- (b) (i) where the Employer and the Association agree to transfer an employee based on compassionate grounds, the Employer will attempt to find a permanent vacant position identical to the employee's position or, if unavailable, the employee may be assigned to a vacant position, as agreed upon between the Employer and the Association, provided they are qualified to perform the normal requirements. It is understood that if the Employer does not agree to the permanent assignment or if no permanent assignment is found at the time of submission, the request may be withdrawn by the Association. Where the request is not withdrawn by the Association, the Employer will continue its search until a permanent position is found. Where the Association does not agree to the permanent assignment, the request will be withdrawn;
- (b) (ii) where an employee requests a temporary transfer on compassionate grounds and the Employer and the Association agree, the Employer will attempt to find a temporary assignment (6 month assignment or more) provided the employee is qualified to perform the normal requirements of the temporary assignment and is acceptable to the Employer. It is agreed that if the employee is transferred pursuant to this article, they must complete the full duration of the assignment and is not eligible for relocation expenses. It is further understood that if the Employer does not agree to the temporary assignment or if no temporary assignment is found at the time of submission, the request may be withdrawn by the Association. Where the request is not withdrawn by the Association, the Employer will continue its search until a temporary position is found. Where the Association does not agree to the temporary assignment, the request will be withdrawn;
- (iii) Where the parties initially agreed to a permanent or temporary transfer on compassionate grounds and no position has been found, the Employer or the Association may withdraw its original agreement, if the circumstances affecting those compassionate grounds have changed materially;
- (c) where an employee was transferred based on health reasons to a vacant position identical to the employee's position or, if unavailable, the employee may be assigned to a vacant position at the same or lower classifications provided they are qualified to perform the normal requirements;

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- (d) the Employer and the Association may agree to reassignments for compassionate and health reasons to positions other than those set out in Article 18.8.1 (b) and (c) but where agreement cannot be reached under Article 18.8.1. (d) this shall not be grievable;
- (e) where an employee was temporarily assigned to a position for at least twenty-four (24) months and:
  - (i) the position has been filled through a competitive process, and
  - (ii) at that point in time, there is a continuing need for the work to be performed on a full time basis for greater than an additional twelve (12) months, and
  - (iii) the position does not have a home incumbent,

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

If at the end of twenty-four (24) months an employee was not offered an assignment to the position on a permanent basis because the conditions of 18.8.1(e) (ii) were not met, but the position continues for 12 months, then the Employer shall, with the employee's agreement, assign the employee to the position on a permanent basis at the conclusion of this 12 month period. If the employee does not agree, the Employer will post the vacancy and the employee shall return to their home position.

- (f) where the employee's position is being changed either from full time to regular part time or vice versa, with the employee's consent. In such cases, the clearance requirements under Article 27 shall not apply. Where the employee does not consent, the employee will be given surplus rights under Article 27;
- (g) a newly reclassified position shall not be considered a vacancy for the purposes of Article 18.1 and the current incumbent shall retain the position. For clarity, surplus clearance is not required or permitted in any such reclassification;
- (h) In addition, any employee who is directly assigned under Article 27 and who then applies for a vacant position or whose duties are changed as a result of a reorganization or reassignment of duties and the position is reclassified to a lower classification is entitled to be appointed to the first vacant position which:

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- is at a salary maximum higher than that currently held, but not higher than originally held
- they are qualified to perform
- has cleared the surplus requirements of Article 27;

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

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

### PRECONDITIONS:

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

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

### PROCESS:

- 2.1 A permanent, regular AMAPCEO position is posted and an employee applies for the position and indicates that they wish to trigger their Article 18.8.1(h) entitlements and also identifies:
  - (a) what their position/class was immediately prior to the "precondition event "(to be referred to as "original position");
  - (b) what is the "reclassified/redeployed position";
  - (c) date they were put into "reclassified/redeployed position";
  - (d) their current home position if different than (b)
  - (e) whether they have been reassigned under Article 18.8.1(h) since they were put into the "reclassified/redeployed position".
- 2.2 The competition process for the posted position is held in abeyance and the criteria under 18.8.1(h) are reviewed to determine the applicant's eligibility to exercise rights under this article:

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- (a) Precondition 1(a) or 1(b) above occurred; and
- (b) The position applied for is at a salary maximum higher than the home position the employee currently holds, but not higher than the salary maximum of the "original position".

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

2.4 If 2.2(a) and (b) are satisfied then the applicant may be interviewed and will be appointed to the position provided the "qualified to perform" criterion is met.

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

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

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

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

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

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

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

(d) the employee's position is re-evaluated and reclassified.

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

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

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

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

18.8.5.1 Where an employee was temporarily assigned to a temporary position for at least twenty-four (24) months and there is a continuing need for the work to be performed on a full time basis for greater than an additional twelve (12) months, the Employer shall establish a regular position to perform that work.

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

(i) the position has been filled through a competitive process, and

(ii) the position has cleared surplus.

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

## **ARTICLE 19 - PAY ADMINISTRATION FOR REGULAR EMPLOYEES**

### 19.1 **Pay Administration on Promotion**

19.1.1 Promotion occurs when the incumbent of a regular position is assigned to another position with a higher maximum salary than that of their former position.

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

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

19.2 **Pay Administration on Lateral Transfer**

19.2.1 When an employee is assigned to a position in a classification with the same salary maximum as their current position, the employee shall retain their current salary and anniversary date.

19.3 **Pay Administration on Voluntary Demotion**

19.3.1 When an employee competes for and wins a competition for a regular position with a lower maximum salary, they shall retain their current salary provided it does not exceed the maximum of the new salary range. When the employee's current salary exceeds the maximum of the new salary range, they shall be paid the maximum of the new salary range.

19.4 **Pay Administration for Health Reassignments**

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

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

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

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

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

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

19.7 **Pay Administration on Reclassification**

19.7.1 Where the duties of an employee are changed as a result of reorganization, or reassignment of duties and the position is reclassified to a classification with a lower maximum salary, an employee who occupies the position when the reclassification is made is entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the higher classification that takes effect during the salary cycle in which the reclassification takes place.

19.7.2 Where a position is reassessed and is reclassified to a class with a lower maximum salary, an employee who occupies the position when the reclassification is made is entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.

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

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

19.8 **Pay Administration for Temporary Assignments**

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

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

- 19.8.3 When an employee who has been in a temporary assignment returns to their regular position, their salary will be readjusted to that which would have been in effect if they had continuously occupied that position including the merit increases that the employee would have received.
- 19.8.4(a) When an employee is temporarily assigned to the duties and responsibilities of a position with a lower salary maximum where there is not work reasonably available for them in the position from which they were assigned, they shall be paid within the range of the lower classification to which they were assigned after the expiration of ten (10) consecutive working days.
- (b) When an employee is temporarily assigned for operational reasons to the duties and responsibilities of a position in a classification with a lower maximum salary, they shall continue to be paid at the same salary as their home position.
- 19.8.5 An employee shall retain their normal salary where they are temporarily assigned to perform the duties and responsibilities of another employee who is on vacation.

## **ARTICLE 20 - DISCIPLINE AND DISCHARGE**

- 20.1 No employee shall be disciplined or discharged without just cause. It is understood that disciplinary measures will be appropriate to their cause and subject to the principles of progressive discipline.
- 20.2 An employee shall be advised of the reasons for disciplinary action. When an employee is to be discharged or suspended, they shall be advised in writing of the reasons for such action.
- 20.3 It is understood that nothing in Article 20 confers on a probationary employee any right to grieve or arbitrate their dismissal regardless of whether such dismissal is for cause, as the just cause standard does not apply. As such, the only basis for grievance or arbitration in respect of the dismissal of a probationary employee is that the dismissal was contrary to the collective agreement or to applicable statutory obligations in respect of human rights or health and safety.

## **ARTICLE 21 - PERSONNEL FILES AND DISCIPLINARY RECORDS**

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

## **ARTICLE 22 - ABANDONMENT OF POSITION**

- 22.1 An employee who is absent from duty without authorization for a period of two (2) weeks or longer may be declared to have abandoned their position.
- 22.2 Prior to declaring an employee to have abandoned their position, the Employer shall make reasonable efforts to:
- (a) contact the employee to determine the reasons for absence without authorization; and
  - (b) notify the employee of the consequences of absence without authorization; and

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

## **ARTICLE 23 - LEAVES OF ABSENCE**

### **23.1 General**

23.1.1 Where an employee is on an approved leave of absence pursuant to this article, they shall:

- (a) have the right to return to their position at the end of such leave unless that position has been declared surplus during the employee's absence in which case the employee shall have all rights and entitlements in accordance with Article 27;
- (b) on returning to work, be paid at the level in the salary range they attained when the leave commenced;
- (c) remain subject to applicable conflict of interest provisions.

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

23.1.3 Where the continued coverage by benefit plans is not a part of a particular leave of absence, the employee shall be entitled to continue any or all of their benefit plan coverage by continuing to pay benefit premiums. Benefits coverage shall be limited to Basic Life, Supplementary Life, Dependant Life, Supplementary Health and Hospital, Long Term Income Protection, and the Dental Plan. Employees shall arrange to pay full premiums, which includes both the Employer and employee share, at least one (1) week in advance of the first of each month through Human Resources.

### **23.2 Leaves Without Pay**

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

- 23.2.2 Subject to 23.2.1, an employee shall be entitled to a full time leave of absence without pay and without accumulation of credits of up to one (1) year for the purposes of caring for a dependant person.
- 23.2.3 Subject to 23.2.1, the Employer agrees to provide extended educational leave without pay and without accumulation of credits, for periods of a minimum of one (1) school year.
- 23.2.4 An employee may request a full time leave of absence without pay and without accumulation of credits by participating in the self-funded leave plan as permitted under the Income Tax Act (Canada) to defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least one (1) year and not more than four (4) years in length. The funds being deferred shall be held in a trust account with a financial institution selected by the Employer and shall have interest paid annually to the employee. The funds will be paid out to the employee on a bi-weekly or lump sum basis, at the employee's option, during the leave of absence.
- 23.2.5 Where the leave is without pay for up to one (1) calendar month, the employee on leave may request that the foregone pay be deducted over a reasonable number of pay periods, but shall not exceed ten (10) pay periods.
- 23.2.6 An employee granted a leave of absence pursuant to Article 23.2 shall not accrue credits or be covered by benefits plans during such leave, if the leave is greater than one (1) calendar month.
- 23.3 **Special or Compassionate Leave**
- 23.3.1 The Employer may grant an employee a leave of absence with pay for not more than three (3) days in a year for special or compassionate purposes.
- 23.3.2 Notwithstanding subsection 23.3.1, the CEO or their designee in their discretion may grant an employee a leave of absence with pay for a specified period for special or compassionate purposes.
- 23.3.3 Omit as no longer applicable
- 23.3.4 An employee granted a leave of absence pursuant to Article 23.3 shall accrue credits and be covered by benefit plans during such leave.
- 23.4 **Religious Accommodation**
- 23.4 An employee shall be entitled to special leave, in accordance with the Employer's policy for the purpose of religious accommodation of up to 2 days per year. For further clarity, the parties agree that under the Employer's policy,

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

**23.5 Leave for Outside Employment**

23.5.1 The employer may grant an employee's request for a leave of absence without pay and without accumulation of credits for up to one (1) year for the purpose of undertaking employment outside Ontario Health.

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

23.5.3 An employee granted a leave of absence pursuant to Article 23.5.1 shall not accrue credits or be covered by benefit plans during such leave.

**23.6 Military Leave**

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

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

**23.7 Jury or Witness Duty Leave**

23.7.1 Where an employee is absent by reason of a summons to serve as a juror or a subpoena as a witness, the employee may, at 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 their 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.

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

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

### **Bereavement Leave**

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

In special circumstances and at the request of the Employee bereavement leave may be taken beyond 2 weeks following the date of death.

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

23.8.2.1 The Employer may, subject to operational requirements, allow a full time employee up to a total of three (3) working days and allow a part time employee up to a total of three (3) consecutive days leave of absence with pay in the event of the death of employee's aunt, uncle, niece or nephew, cousin, step sibling, step-sibling's child step-sibling-in-law, or relative who was dependent on the employee for care or assistance, all of whom are recognized in the employer's leaves of absence policy.

23.8.3 For the purpose of Article 23.8.1, "spouse" includes common-law spouse, or same sex partner. Similarly, "in-law" and "step" relationships listed in Articles 23.8.1 and 23.8.2.1 include such relatives of a common-law spouse or same sex partner.

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

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

23.9 **Sick Leave, Bereavement Leave and Family Responsibility leave**

23.9.1 An eligible employee is entitled to up to three (3) days leave of absence without pay in accordance with the Sick Leave provisions of the Employment Standards Act 2000 and Regulations, as amended.

23.9.2 An eligible employee is entitled to up to three (3) days leave of absence without pay in accordance with the Family Responsibility Leave provisions of the Employment Standards Act 2000 and Regulations, as amended.

23.9.3 An eligible employee is entitled to up to two (2) days leave of absence without pay in accordance with the Bereavement Leave provisions of the Employment Standards Act 2000 and Regulations, as amended.

23.10 **Family Medical Leave**

23.10.1 An employee is entitled to the Family Medical Leave provisions of the *Employment Standards Act 2000 and Regulations*, as amended.

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

24.1 In this Article,

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

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

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

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

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

24.2 **Pregnancy Leave:**

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

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

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

24.5 The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage of the child.

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

- (a) to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date: or
- (a) to a later date if the employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.

24.7 **Parental Leave:**

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

24.8 Parental leave may begin,

- (a) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and,
- (b) no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.

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

24.10 Parental leave ends thirty-five (35) weeks after it began for an employee who takes pregnancy leave and thirty-seven (37) weeks after it began for an employee who did not take pregnancy leave. An Employee who has given notice to end parental leave may change the notice;

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

24.11 **Employment Insurance Top-up:**

An employee who is entitled to pregnancy and/or parental leave and who provides the Employer with proof that they are in receipt of employment insurance benefits pursuant to the *Employment Insurance Act* (Canada) shall be paid an allowance in accordance with the Supplementary Benefit Plan.

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

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

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

- (a) Where the employee serves the employment insurance waiting period, for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification, and shall also include any increases in salary that they would have attained had they been at work during the leave of absence as they are, or would have been, implemented; and,
- (b) for each week, up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee receives for the week and any other salary earned by the employee during the week, and ninety-three percent (93%) of the actual weekly rate of pay for their classification, and shall also include any increases in salary that they would have attained had they been at work during the leave of absence as they are, or would have been, implemented.

24.14 Payments under the Supplementary Employment Benefit Plan will not apply to leave that continues after fifty-two (52) weeks following the day the child is born or comes into the custody, care and control of the parent for the first time, where Employment Insurance benefits do not apply. Notwithstanding any other article in this agreement, vacation credits and seniority continue to accrue during pregnancy leave (Article 24.2) parental leave (Article 24.7) and extended leaves (Article 24.17 and 24.19). Continuous service for severance accrues during pregnancy and parental leave except during the last six (6) weeks of unpaid leave following parental leave for a biological father or adoptive parent.

24.15 **Benefit Plans:**

During pregnancy leave, parental leave and extended leave, an employee who participates in the Benefit Plans referred to in Articles 31 to 36 shall continue that participation unless they elect in writing not to do so.

- (a) Where an employee elects to continue to make their pension contributions under existing practice, pensionable service shall also accrue and the Employer shall continue to make its contributions.
- (b) Extended leave is only covered by this Article if the purpose of the extension is directly related to parental leave taken by a biological father or adoptive parent.

24.16 Unless an employee gives the Employer written notice referred to in Article 24.15, the Employer shall continue to pay the premiums for the Benefit Plans

in Articles 31 to 36 that the Employer was paying immediately before the employee's pregnancy leave, parental leave and extended leave and the employee shall continue to pay the premiums for the group insurance coverages that the employee was paying immediately before the pregnancy leave or parental leave.

24.17 **Pregnancy plus Parental Leave:**

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

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

24.19 **Extension of Parental Leave:**

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

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

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

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

24.22 An employee who has worked less than thirteen (13) weeks with the Employer and becomes the parent of a child shall be granted upon request a leave of absence without pay and without accumulation of credits and service, under discretionary leave provisions of Article 23.2 (Leaves of Absence), for up to the following periods:

- (a) fifty-two (52) weeks for an employee who would otherwise be eligible for pregnancy leave and parental leave under Articles 24.2 and 24.7; and,

- (b) forty-three (43) weeks for an employee who would otherwise be eligible for parental leave and extended leave only, under Articles 24.7 and 24.19.

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

## **ARTICLE 25 – HEALTH AND SAFETY**

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

25.2 The employer agrees to:

- i.) take all reasonable steps 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 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;
- ii) provide equipment, clothing and devices necessary to prevent injury;
- iii) take, without delay, all the measures necessary to prevent or correct a situation liable to endanger the health and safety of employees, or liable to compromise the environment, as soon as this situation is brought to its attention.

25.7 The Employer shall reserve a position for one (1) bargaining unit employee to be appointed by the Association to participate on the joint health and safety committee.

## **ARTICLE 26 – TECHNOLOGICAL CHANGE**

26.1 Where the Employer introduces technological change in either equipment or methods of operation which may result in the release of employee(s), the Employer shall notify the Association. Such notice will be provided in writing, no less than ninety (90) calendar days prior to the implementation of the technological change. This ninety (90) calendar day period shall not extend any other notice to be given under this Agreement and may run concurrently with any such other notice.

- 26.2 In order to minimize adverse effects of technological change on employees under Article 26.1, issues of reassignment and/or training of affected employees will be referred for resolution to the Labour Relations Committee.

## **ARTICLE 27 – JOB SECURITY**

### **27.1 Application**

- a) Probationary employees shall have all rights under this Article, except bumping rights. Nothing in this Article shall be deemed to be recognition of seniority or continuous service for probationary employees for other purposes.
- b) Fixed term employees shall have notice entitlements under the *Employment Standards Act, 2000*, and shall be entitled to apply for restricted competitions for twenty-four months after the date of layoff
- c) All employees who have received a notice of layoff and continue to have rights to direct assignment or recall rights must be given an opportunity to exercise those rights before the Employer hires any new employees.

### **27.2 Layoff**

- 27.2.1 In the event of a layoff, employees shall be laid off in the reverse order of seniority in the work unit provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary employees shall be first laid off.

- 27.2.2 It is understood that attrition can be used effectively as an employment stability strategy. The Employer agrees that, where possible in the first instance, it will utilize attrition and other voluntary measures as a means of reducing the workforce, which may include those described in Article 27.3 (Early Retirement and Voluntary Exit).

- 27.2.3 The Employer and the Association agree to work jointly to minimize any adverse effects of the layoff on employees, and maximize creative approaches that meet the interests of both the employer and the employees.

- 27.2.4 Any agreement between the Employer and the Association resulting from the above review concerning the method of implementation will take precedence over the terms of this Agreement.

### **27.3 Early Retirement and Voluntary Exit Allowance**

- a) Before issuing a notice of layoff, the Employer will make offers of early retirement allowance in accordance with the following conditions:

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- i) The Employer will first make offers in order of seniority in the work unit and in classification where layoffs would otherwise occur. The Employer will offer the same number of early retirements as the number of layoffs it would otherwise make.
- ii) The Employer will make offers to employees eligible for early retirement under the PSPP, to employees who are eligible for early retirement, Surplus Factor 80 or Pension Bridging. The rules for exercising Surplus Factor 80 and Pension Bridging options shall be those set out in the collective agreement between AMAPCEO and the Crown in Right of Ontario for Crown Employees, which shall be incorporated into this agreement *mutatis mutandis*.
- iii) If no employees in the work unit affected accept the offer, the Employer will then extend the offer to other employees in the same classification as that being affected in the bargaining unit in order of seniority.
- iv) The number of early retirements the Employer approves will not exceed the number of employees in that classification who would otherwise be laid off.

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

- b) If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Employer will offer a voluntary exit option in accordance with the following conditions:
  - i) The Employer will first make offers in the classifications within work units where layoffs would otherwise occur. If more employees than are required are interested, the Employer will make its decision based on seniority.
  - ii) If insufficient employees in the work unit affected accept the offer, the Employer will then extend the offer to employees in the same classification. If more employees than are required are interested, the Employer will make its decision based on seniority.
  - iii) In no case will the Employer approve an employee's request under i) or ii) above for a voluntary exit option, if the employees remaining are not qualified to perform the available work.
  - iv) The number of voluntary exit options the Employer approves will not exceed the number of employees in that classification who would

otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day work, pay in lieu of notice and severance in accordance with the provisions of this article.

**27.4 Notice of Layoff**

27.4.1 An employee who is subject to layoff shall receive not less than six (6) months' notice in writing of the date of the layoff. The notice shall advise the employee in writing of all options in accordance with Article 27, and shall advise the employee of any vacancy into which they will be directly assigned unless a pay in lieu option is exercised.

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

1. Accept pay in lieu;
2. Accept a direct assignment into a vacant position if available;
3. Exercise bumping rights if no direct assignment is available;
4. Work the notice period and be laid off at the expiration of the notice.

Employees shall be required to elect whether to accept pay in lieu or to work the notice period and remain eligible for direct assignment/bumping, within the first (1) month of the notice period.

Employees may exercise the above options as follows:

1. Pay-in-lieu: Employees shall be eligible to accept pay-in-lieu at any time within the first (1) month of the notice period. Where an employee accepts pay-in-lieu after the commencement of the notice period, the pay-in-lieu shall be calculated from the last day of work until the end of the notice period.
2. Direct assignment: Employees shall be eligible for direct assignment from the time they receive a notice of layoff until either a) the expiration of recall rights, b) the time they accept pay in lieu, or c) the time they exercise bumping rights;
3. Bumping: Where no direct assignment has been identified, Employees shall be eligible to exercise a bumping option;

4. An employee who does not exercise bumping rights or take a pay-in-lieu option and is not directly assigned to a vacancy shall be laid off at the end of the notice period.

**27.5 Pay In Lieu Option**

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

- (a) a lump sum of six-months' pay, plus severance as provided for in Articles 27.9 and 27.10 payable as soon as possible, but not later than three pay periods following acceptance of the pay-in-lieu option, in which case all salary and benefit entitlements which would have accrued to the employee from the last day worked to the layoff date are forfeited; or
- (b) continuance of salary plus benefits (except STSP and LTIP) commencing on the date set out in Article 27.5.3 for the duration of the notice period, plus severance as provided for in Articles 27.9 and 27.10, paid out at the layoff date.

27.5.2 Where the employee advises the Employer of preferences for payment under Article 27.7.1 to ensure tax-effective treatment, the Employer will comply subject to requirements at law.

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

27.5.4 Where an employee accepts a pay-in-lieu option pursuant to this Article, any further entitlements under this Agreement are forfeited with the exception that the employee will be eligible to apply for restricted competitions from the last day of work until twenty-four (24) months from the date on which layoff would otherwise have occurred.

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

**27.6.1 Permanent Positions**

At the time of providing notice of layoff and throughout the notice period, the Employer shall identify any vacant positions within the bargaining unit. Employees receiving notice of layoff shall be offered, in order of seniority, direct assignment into any such vacant positions for which they meet the entry level qualifications. No vacancy shall be posted until it has been determined that no employee is eligible to be directly assigned.

An employee shall advise the Employer whether the employee accepts the direct assignment within five (5) days of receiving notification of the vacancy.

The Employer shall provide AMAPCEO with a list of vacant bargaining unit positions on a monthly basis.

**27.6.2 Temporary Positions**

The Employer shall identify any vacant temporary positions within the Employer during the last two months of an employee's notice period. Employees will be offered, in order of seniority, direct assignment into any such vacant temporary positions within 40km of their current work location during that period, for which they meet the entry level qualifications, provided that employees may elect to be eligible for direct assignment to any other work location in accordance with 26.6.1. Employees who have received a notice of layoff will be eligible for direct assignment into temporary positions during the last two months of the notice period.

An employee shall advise the Employer whether the employee accepts the direct assignment within five (5) days of receiving notification of the vacancy.

Employees who accept a temporary assignment shall continue to be eligible for direct assignment into a permanent position. Where no permanent direct assignment becomes available during the term of the temporary assignment, the employee shall be laid off at the end of the temporary assignment.

**27.6.3 Pay Administration**

An employee directly assigned into a vacancy with a maximum salary that is lower than their current level of pay, shall retain their existing salary until the expiration of the notice period, after which the pay administration rules in Article 19 shall apply.

**27.7.1 Bumping**

The Employer shall identify any bumping option for employees receiving a notice of layoff, and all employees who are bumped by employees with greater

seniority. In identifying bumping options, the employer shall look for permanent AMAPCEO unit positions occupied by less senior employees in the same or any lower classification, for which the employee possesses the required qualifications

For greater clarity, an employee will be deemed to have the required qualifications if that employee has the required skill and ability to perform the duties of the identified position with a training period of no more than two (2) months. Such training period may commence prior to the anticipated layoff.

An employee who is bumped shall be laid off and entitled to notice of layoff as soon as practicable and shall be entitled to exercise all rights afforded to employees upon layoff under the Collective Agreement.

27.7.2 Omit as no longer applicable

27.8 **Recall Rights**

27.8.1 All employees who are laid off from employment shall have recall rights in accordance with seniority, including the right to be directly assigned into any vacancies pursuant to Article 27.6 and to apply for restricted competitions, for a period of twenty-four (24) months from the date of layoff.

27.8.2 The pay administration provisions of Article 19 shall apply to an employee recalled to work pursuant to this Article.

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

27.8.4 An employee who is recalled to employment pursuant to this provision shall retain their accrued service pursuant to Article 16 for all purposes save and except with respect to the accrual of severance.

27.9 **Severance**

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

27.10 **Enhanced Severance**

In addition to the severance entitlement in Article 27.9, an employee who is laid off shall receive one (1) additional week of salary for each year of service, up to a maximum of 26 weeks.

27.11 **Labour Adjustment & Training**

27.11.1 Employees receiving a notice of layoff will be provided with information about their job security entitlements, information on severance, pension entitlement and employment insurance upon request.

27.11.4 When a direct assignment takes place, employees shall not be unreasonably denied the opportunity to complete any portion of training already underway.

27.12 **Application of Job Security Provisions to Regular Part time Employees**

27.12.1 The job security provisions of this agreement shall apply to regular part-time employees subject to the following modifications:

a) Bumping options for regular part time employees shall be restricted to part time positions;

b) For direct assignment, regular part time employees shall first be assigned to regular part time vacancies prior to considering regular full time vacancies. A part time employee who refuses a direct assignment to a regular part time vacancy with a salary maximum that is no more than 15% below their current classification shall not be eligible for direct assignment to a full time position until all full time employees who have received notice of layoff and continue to have direct assignment or recall rights and who are eligible to be assigned to the full time position have had an opportunity to exercise their rights.

27.13 **Seniority Lists**

A seniority list, including employees' names, date of hire, seniority, employment category (full time, part time, fixed term), classification and location shall be maintained and provided to the Association twice annually. A copy of the seniority list shall be posted electronically and at each work site on or around April 1 and October 1 each year.

**ARTICLE 28 - RELOCATION OF POSITION**

28.1 This Article applies only when the Employer changes the location of a position(s).

28.2 The Association will be advised of the relocation of a position(s) prior to notification to the affected employee(s).

28.3 **Relocations of 40 Kilometres or Less**

28.3.1 When the Employer relocates an employee's position to a work place which is forty (40) kilometres or less from their current workplace, the employee shall be given written notice as soon as possible after the decision has been made.

**28.4 Relocations Greater Than 40 Kilometres**

28.4.1 Article 28.4 will apply only where the Employer relocates an employee's position to a work place which is greater than forty (40) kilometres away from the current work place.

28.4.2 The Employer's relocation expenses directive will apply to the relocation of an employee's position under Article 28.4.

Notwithstanding the Employer's current relocation policy, involuntary moves will be reimbursed where the Employer relocates an employee's position to a workplace which is greater than 40 kilometres away from the employee's current workplace. For clarity, a relocation resulting from a competition is not an involuntary relocation.

28.4.3.1 The Employer will inform employees who may be affected by the relocation as soon as possible after the decision has been made.

28.4.3.2 Each employee to be relocated will be provided with written notice of relocation as soon as possible after the decision has been made but not less than three (3) months prior to the relocation date of their position specified in the notice.

28.4.4 The employee must respond, in writing, within one (1) month of receipt of the notice and inform the Employer whether or not they will relocate with their position.

28.4.5 If the employee does not respond within the one (1) month period specified in Article 28.4.4, they will be deemed to have given up the right to relocate with their position.

28.4.6 Employees who decide not to relocate or who are deemed to have given up the right to relocate pursuant to Article 28.4.5 will be declared surplus and will receive all rights and entitlements pursuant to Article 27 of this Agreement.

28.4.7 If the employee agrees to relocate with their position, the employee's start date at the new work place will be the relocation date specified in the notice of relocation unless otherwise mutually agreed.

28.4.8 In multi-incumbent positions when fewer than all of the incumbents are being relocated and the remaining incumbents will either be given notice of surplus or remain in their existing location, employee(s) in order of seniority (most senior first) will be given the option to relocate to the new workplace.

28.4.9 Notice of relocation under this Article shall be delivered on the same terms as set out in Article 27.6.5.

**ARTICLE 29 – HOLIDAYS**

29.1 An employee shall be entitled to the following paid holidays each year:

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

In addition to the prescribed holidays listed above, each employee shall be granted two (2) float holidays.

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

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

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

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

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

29.6 An employee required to work on any holiday specified in Article 29.1 is entitled to a compensating day as a holiday in lieu thereof.

29.7 The two (2) Float holidays are credited to each employee on January 1<sup>st</sup> of each calendar year.

In the year an employee is hired, employees hired prior to June 1<sup>st</sup> shall be credited two float holidays for that calendar year and employees hired on or after June 1<sup>st</sup> shall be credited with one float holiday for that calendar year.

- 29.8 Float holidays shall not be carried over into the next calendar year. Any unused float holidays are not paid out at the end of the calendar year.
- 29.9 Employees shall provide the Employer with twenty (20) days' notice prior to taking a float holiday, and the Employer shall grant the employee the float holiday, subject to operational requirements.

### ARTICLE 30 – VACATION

- 30.1 An employee shall earn vacation credits at the following rates:
- (a) One and three quarters ( $1 \frac{3}{4}$ ) days per month during the first eight (8) years of continuous service (twenty-one (21) days per full calendar year);
  - (b) Two and one sixth ( $2 \frac{1}{6}$ ) days per month after eight (8) years of continuous service (twenty-six (26) days per full calendar year);
  - (c) Two and three fifths ( $2 \frac{3}{5}$ ) days per month after fifteen (15) years of continuous service (thirty-one (31) days per full calendar year);
  - (d) Three (3) days per month after twenty-six (26) years of continuous service (thirty-six (36) days per full calendar year);
  - (e) Where an employee has completed twenty-five (25) years of continuous service there shall be added to the employee's accumulated vacation, on that occasion only, five (5) days of vacation.
- 30.2 An employee is entitled to vacation credits under Article 30.1 in respect of a month or part thereof in which the employee is at work or on leave of absence with pay.
- 30.3 An employee is not entitled to vacation credits under Article 30.1 in respect of a whole month in which the employee:
- (a) is on leave of absence without pay; or
  - (b) receives benefits under the Long Term Income Protection Plan, unless the employee is in rehabilitative employment with the Employer.
- 30.4 Where any employee is absent by reason of an injury or occupational disease for which an award is made under the, *Workplace Safety and Insurance Act, 1997*, they shall continue to accrue vacation credits for the full period of such leave.

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- 30.5 An employee shall be credited with their vacation credits for each year on the 1st day of January in the year, including any increase in entitlements due to occur during the year.
- 30.6 An employee may accumulate vacation credits to a maximum of twice their annual vacation credits, but shall be required to reduce this accumulation to a maximum of one (1) year's entitlement by December 31 of each year.
- 30.7 Where an employee is prevented from reducing their accumulated credits under Article 30.6 as a result of,
- (a) an injury for which an award is granted under the *Workplace Safety and Insurance Act, 1997*;
  - (b) a total disability; or
  - (c) an extraordinary requirement of the Employer,
- the CEO or their designee shall grant to the employee, at their request, a leave of absence with pay to replace the vacation credits.
- 30.8 An employee commencing employment during the year shall be credited at that time with vacation credits calculated in accordance with Article 30.1, for the balance of the calendar year.
- 30.9 An employee with the approval of their manager or designee, may take vacation to the extent of their vacation entitlement and their accumulated vacation credits shall be reduced by the vacation taken. Such approval will be subject to operational requirements, but, it is also agreed that such approval will not be unreasonably withheld.
- 30.10 An employee who completes twenty-five years of continuous service on or before the last day of the month in which the employee attains sixty-four years of age is entitled, after the end of that month, to five days of pre-retirement leave with pay.
- 30.11 Where an employee leaves the Employer prior to the completion of six months of continuous service, they are entitled to vacation pay at the rate of 4 per cent of the earnings of the employee during the period of their employment.
- 30.12 An employee who has completed six or more months of continuous service in the public service shall be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date they cease to be an employee.

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

### **ARTICLE 31 – BENEFITS PLANS FOR FULL TIME EMPLOYEES**

- 31.1 “Benefit Plans” in Articles 31-36 means the Basic Life Insurance Plan, the Supplementary & Dependent Life Insurance Plan, the Supplementary Health and Hospital Insurance Plan, (including vision and hearing aid coverage), the Dental Plan, and the Long Term Income Protection Plan in force as of the transfer date.
- 31.2 Subject to the provisions of this Agreement, the benefits contained in the Benefit Plans shall be provided to full time employees on the same terms and conditions as were in place on the transfer date. These benefits and terms and conditions may only be altered by mutual agreement of the parties.
- 31.3 During leaves-of-absence with pay, full benefit coverage will continue. The Employer and employee will continue to pay the applicable premiums.
- 31.4 During pregnancy and parental leave, an employee who participates in any Benefit Plan may continue to do so unless they elect in writing not to do so. Unless an employee gives the Employer this written notice, the Employer and the employee shall continue to pay the applicable premiums.
- 31.5 The benefits contained in the Benefit Plans are supplemented by the provisions of Articles 32 - 36. Where a conflict exists between the provisions of a Benefit Plan and this Agreement, the provisions of this Agreement shall prevail.

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- 31.6 Where an existing employee permanently moves into or from a position not covered by a Benefit Plan (as defined in Article 31.1) coverage for Basic, Supplementary and Dependent Life Insurance shall continue without there being any requirement for the employee to provide evidence of insurability. In addition, in the case of a bargaining unit employee moving to a permanent position not covered by the Benefit Plans, coverage under the Benefit Plans shall cease on the date on which coverage under any new insurance plan covering the employee in the new permanent position commences. In the case of existing employees moving into a permanent position covered by the Benefit Plans, coverage shall commence on the date on which coverage under any previous insurance plans ceases.
- 31.7 Employees are entitled to a full explanation from the Carrier(s) when claims are refused under a Benefit Plan.
- 31.8 Family coverage for the following benefits shall include coverage for same sex partners; Supplementary and Dependant Life Insurance (Article 33), Supplementary Health and Hospital Insurance (Article 34), Dental Plan (Article 35).
- 31.9 The employee's share of the annual Employment Insurance (EI) rebate will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

### **ARTICLE 32 –JOINT BENEFITS COMMITTEE - Deleted**

### **ARTICLE 33 – LIFE INSURANCE**

- 33.1 The Employer shall pay one hundred percent (100%) of the monthly premium for basic life insurance coverage for full time employees covered by this Collective Agreement.
- 33.2.1 Employees, at their option, are entitled to purchase supplementary and/or dependent life insurance. Employees must pay the full premium for this coverage.
- 33.2.2 Supplemental life insurance will terminate at the earlier of the end of the calendar month in which employment ceases, or the date the employee ceases paying the premium for supplementary life insurance.
- 33.2.3 Dependent life insurance will terminate at the earlier of the end of the calendar month in which employment ceases, or the date a dependent ceases to be an eligible dependent, or the date the employee ceases paying the premium for dependent life insurance.

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

#### **ARTICLE 34 – SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE**

- 34.1 The Employer shall pay one hundred percent (100%) of the monthly premiums for the basic Supplementary Health and Hospital Insurance for all employees covered by this Collective Agreement.

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

- (a) ninety percent (90%) of the cost of all prescription drugs that by law require a physician's prescription, including injectable drugs, and medicines prescribed by a licensed physician or other licensed health professional who is legally authorized to prescribe such drugs, and dispensed by a licensed pharmacist or by a physician legally authorized to dispense such drugs and medicine. For clarity, life-sustaining drugs or medicines shall continue to be covered on the same basis as under the previous collective agreement. Provided that a generic drug is listed in the Canadian Pharmaceutical Association Compendium of Pharmaceuticals and Specialities, reimbursement for drugs covered by the Plan will be based on the cost of the lowest priced generic version of the drug that the dispensing pharmacist can readily provide, unless the prescribing physician or health professional stipulates no substitution, in which case the reimbursement will be based on the cost of the drugs prescribed.
- (b) Reimbursement for hospital care for private or semi-private room and board shall be up to one hundred and twenty dollars (\$120.00) per day beyond the cost of standard ward care.
- (c) one hundred percent (100%) of the cost of diagnostic procedures, and radiology;
- (d) vision and hearing aid coverage shall include reimbursing employees for the following, subject to a ten dollar (\$10) deductible per person per calendar year, to a maximum of twenty dollars (\$20) per family per calendar year. Vision and hearing aid coverage shall be reimbursed:
  - up to three hundred and forty dollars (\$340.00) per person in any consecutive twenty-four month period following the date the expense is incurred, for the purchase, fitting or repair of spectacle

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lenses, frames or contact lenses prescribed by an Ophthalmologist or Optometrist, or laser eye correction surgery performed by a licensed practitioner providing services within the scope of their license.

- up to twenty-five hundred dollars (\$2500.00) per person in a five (5) year period for the purchase and/or repairs of hearing aids (excluding batteries) prescribed by a physician certified as an otolaryngologist or by a qualified audiologist.

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

- (i) the services of an acupuncturist, at the rate of thirty-five dollars (\$35) per visit, to an annual maximum of twelve hundred dollars (\$1200);
- (ii) the services of a speech therapist, at the rate of forty dollars (\$40) per half hour, to an annual maximum of fourteen hundred dollars (\$1400);
- (iii) the services of a chiropractor, osteopath, naturopath, podiatrist, chiropodist, physiotherapist and massage therapist, if licensed and practicing within the scope of their license to a maximum of thirty-five dollars (\$35) per visit for each visit not subsidized by OHIP and to an annual maximum of twelve hundred dollars (\$1200) for each type of service.
- (iv) Retroactive to April 1, 2020:

The services of a massage therapist, if licensed and practicing within the scope of their license to a maximum of forty-four dollars (\$44) per visit for each visit not subsidized by OHIP and to an annual maximum of twelve hundred dollars (\$1200).

Retroactive to April 1, 2021:

The services of a massage therapist, if licensed and practicing within the scope of their license to a maximum of fifty-three dollars (\$53) per visit for each visit not subsidized by OHIP and to an annual maximum of twelve hundred dollars (\$1200).

Effective April 1, 2022:

The services of a massage therapist, if licensed and practicing within the scope of their license to a maximum of sixty-three

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dollars (\$63) per visit for each visit not subsidized by OHIP and to an annual maximum of twelve hundred dollars (\$1200).

- (f) the services of a psychologist, family therapist or marriage counsellor at the rate of eighty dollars (\$80) per half hour, to an annual maximum of sixteen hundred dollars (\$1600). Coverage shall also include services rendered by a social worker with a Master's Degree in Social Work, where such services are equivalent to the services that would otherwise be provided by a psychologist;
- (g) Orthopaedic Shoes: Custom-made orthopaedic shoes, or modifications to stock, off-the-shelf orthopaedic shoes, specifically designed and constructed for the employee or dependent (or have been modified to accommodate the person's particular medical needs) when prescribed by a physician, podiatrist or chiropodist are covered at seventy-five percent (75%) of the cost or repair per year to a maximum of five hundred dollars (\$500) per year;
- (h) Orthotic Appliances: Corrective shoe inserts specifically designed and constructed for the employee or dependent and prescribed by a physician, chiropractor, podiatrist or chiropodist are covered at one hundred percent (100%) of the cost or repair per year to a maximum of five hundred dollars (\$500) per year;
- (i) The Supplementary Health & Hospital Plan includes expanded coverage for Diabetic Pumps and Supplies as follows:
  - (i) Purchase of Insulin Infusion Pumps to a maximum of two thousand five hundred dollars (\$2,500) every 5 years per person.
  - (ii) Purchase of Insulin Jet Injectors (e.g. Medi-injectors, preci-jets) to a maximum of one thousand dollars (\$1,000), every five years per person.
  - (iii) Purchase and/or repair of one Blood Glucose monitoring machine per consecutive four (4)-year period to a maximum of four hundred (\$400) per person.
  - (iv) 100% of the purchase of supplies required for the use of the above referenced diabetic appliances (Insulin will continue to be reimbursed as an eligible drug, not through this article).

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

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

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

**34.5 Coverage for Dependants of Deceased Employees**

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

34.6 - The Supplementary Health and Hospital Plan excludes coverage for expenses incurred outside Canada.

**ARTICLE 35 – DENTAL PLAN**

**35. Reimbursement of Dental Expenses**

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

35.2 Employees shall pay the cost of dental care directly and the insurance carrier shall reimburse the employee, based on the current Ontario Dental Association fee schedule at the time the dental work is performed, at the following percentages:

- (a) eighty-five percent (85%) for basic dental care services, which includes the following coverage:
  - (i) pit and fissure sealant treatment shall be added to the Plan for eligible dependant children; and
  - (ii) the dental recall period shall be extended to nine (9) months except for dependant children age twelve (12) and under.
- (b) fifty percent (50%) for denture services with a lifetime maximum amount payable of three thousand dollars (\$3,000) per person;

- (c) fifty percent (50%) for orthodontic services for dependent children between the ages of six (6) and eighteen (18) with a lifetime maximum amount payable of three thousand dollars (\$3,000) per child;
- (d) fifty percent (50%) for major restorative services with an annual maximum amount payable of two thousand dollars (\$2,000) per person.

**35.3 Coverage for Dependants of Deceased Employees**

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

**ARTICLE 36 – LONG TERM INCOME PROTECTION**

**36. Long-Term Income Protection**

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

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

36.3 Every regular employee shall participate in the plan.

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

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

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- 36.5.2 The LTIP coverage will terminate on the earliest of the following:
- (a) at the end of the calendar month in which the employment ceases;
  - (b) the end of the calendar month an employee attains the age of sixty-four (64) years and six (6) months;
  - (c) the date an employees enters the armed forces of any country on a full-time basis;
  - (d) the first of the month following the commencement of an employee's approved leave of absence without pay where the employee does not elect to pay the required premium.
- 36.5.3 The LTIP benefits payments continue until the earliest of:
- (a) the employee ceases to be totally disabled as defined in the plan;
  - (b) death;
  - (c) the date on which the employee attains the age of sixty-five (65) years.
- 36.6 Rehabilitative employment for employees receiving LTIP benefits, whether with the Employer or another employer, shall be available in keeping with the Employer's practice. In arranging such employment, the Employer will take into account the employee's training, education and experience.
- 36.7 The Employer shall not permanently fill the position of an employee during the qualifying period and the first twenty-four (24) months of the benefit period.
- 36.8 Where, during the benefit period, the employee is able to perform the essential duties of their position and the position has not been declared surplus, they shall resume work, as directed by the Employer, within two weeks of the date that LTIP benefits cease. Where, for accommodation reasons, an employee cannot be returned to their position within the two week period, the Employer shall grant a leave of absence with pay pending the completion of the accommodation requirements, but in no event shall the leave of absence with pay exceed three months. The employee shall return to work, when accommodations are completed, on the date specified by the Employer. In order to be eligible for leave of absence with pay, the employee shall co-operate with the Employer regarding the return-to-work arrangements.
- 36.9.1 When an employee who has been receiving or was eligible to receive LTIP benefits is deemed able to perform the essential duties of their position but the position is no longer available due to the application of Article 36.7, the employee shall have all rights and entitlements under Article 27. Where no

direct assignment, bump or unreduced pension/pension bridge is identified for and/or chosen by the employee on their return, they shall be eligible immediately for a temporary assignment, if available (despite Article 27.10.1 limiting eligibility for temporary assignments). The employee will be eligible for one temporary assignment only. If the employee refuses the offer of a temporary assignment, no further temporary opportunities will be sought for them.

- 36.9.2 The temporary assignment can be extended at the Employer's discretion except as limited by Article 18.7.2. Time spent on the temporary assignment does not constitute a hiatus in the employee's notice period. Therefore, should no direct assignment be found for the employee, their employment ends at the termination of either the notice period or the temporary assignment, whichever is later. The employee will receive salary protection, if applicable, only during the six (6) month notice period.
- 36.10 A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be provided to an employee and this document shall not be considered as termination of employment.

#### **ARTICLE 37 - SHORT TERM SICKNESS PLAN**

- 37.1 A full time employee who is unable to attend to their duties due to sickness or injury is entitled, in each calendar year, to leave of absence,
- (a) with regular salary for the first six (6) working days; and
  - (b) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days.
- 37.2 An employee is not entitled to a leave of absence with pay under this Article until after completion of, in the case of a full time employee, twenty (20) consecutive working days of employment.
- For the purposes of this Article, where an employee, due to an accommodation measure or a return to work plan, works on a temporarily modified schedule, twenty (20) consecutive working days shall mean twenty (20) consecutive scheduled days of work for that employee.
- 37.3 An employee who is on leave of absence with pay under this Article that commences on a regularly scheduled working day in one (1) calendar year and continues to include a regularly scheduled working day in the next following year is not entitled to leave of absence with pay under this Article for a greater number of working days than are permitted under Article 37.1 in the two (2) years until the employee has again completed the service requirement described in Article 37.2.

37.4 An employee who was on leave of absence with pay under this Article for the number of days in a year permitted under Article 37.1 is not entitled to leave of absence with pay under this Article in the following year until the employee has again completed the service requirement described in Article 37.2.

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

(a) all deductions for Benefit Plans coverages referred to in Articles 31 to 36 of the Agreement and under the Public Service Pension Act that would otherwise be made from the pay; and,

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

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

37.6 Information regarding the use of Short Term Sickness Plan days shall be available pursuant to Article 30.16.

#### **Use of Accumulated Credits**

37.7 Accumulated credits includes vacation credits, compensation option credits, and compensating time off.

37.7.1 An employee who is on leave of absence and receiving pay under Article 37.1(b) is entitled, at the employee's option, to have sufficient credits deducted from the employee's accumulated credits for each day to which Article 37.1(b) applies and to receive regular salary for each such day.

37.7.2 An employee who is absent from employment due to sickness or injury beyond the total number of days leave of absence with pay provided for in Article 37.1 shall have their accumulated credits reduced by a number of days equal to the number of days of such absence and is entitled to leave of absence with pay on each such day.

37.7.3 Article 37.7.2 does not apply to an employee who qualifies for and elects to receive benefits under the Long Term Income Protection Plan instead of using their accumulated credits.

#### **Medical Certificates/Examinations**

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

37.9 Despite Article 37.8, where the Employer has reason to suspect that there may be an abuse of sick leave, the Manager may require an employee to submit a medical certificate, at the Employer's expense, for any period of absence.

37.10 Where, for reasons of health, an employee is frequently absent or unable to perform their duties, the Employer may require them to submit to a medical examination at the expense of the Employer. The employee and Employer shall attempt to come to agreement on a qualified medical practitioner to perform the examination. When agreement is not reached, the employee may choose a qualified medical practitioner from the referral service of the College of Physicians and Surgeons. If the employee fails to make such a choice within one (1) week of receiving referrals, the Employer may choose a qualified medical practitioner from the same referrals.

### **General**

37.11 For the purposes of this Article, the service requirement in Article 37.2 shall not include vacation leave of absence or any leaves without pay, but days worked before and after such leaves shall be considered consecutive. However, days worked before and after any leave of absence with or without pay due to an employee's illness or injury are not considered to be consecutive. Leaves with pay (other than for vacation, education, illness or injury) and statutory holidays are included in the determination of such service.

## **ARTICLE 38 – HEALTHCARE SPENDING ACCOUNT AND WELLNESS SPENDING ACCOUNT**

38.1 Effective the first of the month following the ratification of this settlement by all parties, existing and new employees enrolled in the Supplementary Health and Hospital Plan and/or Dental Plans will receive either a Health Care Spending Account (HCSA) or Wellness Spending Account (WSA), at the employee's option, in the amount of \$500 per calendar year. This is the total maximum amount available to the employee including dependents.

38.2 Any remaining annual balance in the HCSA or Wellness Spending Account shall carry over for a maximum of one calendar year. If the carry over balance is not used at the end of the carry over year, it is forfeited.

38.3 All coverage under the HCSA or Wellness Spending Account will be cancelled effective as of the last day on which employment terminates.

### **38.4 HEALTH CARE SPENDING ACCOUNT**

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

- 38.4.2 Eligible medical expenses, incurred by the employee and/or the employee's eligible dependents, if any, may be submitted to the benefits insurer for reimbursement and will be paid out in accordance with the terms of the HCSA
- 38.4.3 For further clarity, the HCSA is not an insured benefit and is not part of the Supplemental Health and Hospital Plan and/or Dental plan. This amount is not taxable to employees.
- 38.5 **WELLNESS SPENDING ACCOUNT (WSA)**
- 38.5.1 Unlike the HCSA which is restricted to CRA-eligible health expenses, the WSA provides funds to support a range of wellness-related expenses. Examples of eligible Wellness Spending Account expenses include, but are not limited to, gym memberships, fitness and weight loss programs, sports equipment, ergonomic equipment, etc.
- 38.5.2 The Wellness Spending Account is a taxable benefit.

## **ARTICLE 39 – WORKERS' COMPENSATION**

- 39.1 Where an employee is absent by reason of an injury or occupational disease for which a claim is made under the *Workplace Safety and Insurance Act, 1997*, their salary shall continue to be paid for a period not exceeding thirty (30) regularly scheduled working days. If an award is not made, any salary paid in excess of that to which they are entitled under Article 37 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.
- 39.2 Where an 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*, the employee's salary shall continue to be paid for a period not exceeding three (3) consecutive months, or a total of sixty-five (65) regularly scheduled working days where such absences are intermittent, following the date of the first absence because of the injury or occupational disease, and any absence in respect of the injury or occupational disease shall not be charged against their credits.
- 39.3 Where an 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 award applies for longer than the period set out in Article 39.2, 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 after the period set out in Article 39.2 and the compensation awarded shall be converted to its equivalent time and deducted from their accumulated credits.

39.4 Where an employee receives an award under the *Workplace Safety and Insurance Act, 1997*, and the award applies for longer than the period set out in Article 39.2 (i.e. three (3) months), the Employer will continue subsidies for Basic Life, LTIP, Supplementary Health and Hospital and the Dental Plan. The Employer will also continue to make Pension payments, for the period during which the employee is receiving the award, if the employee continues to pay their share.

39.5 Where an 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*, and the award applies for longer than the period set out in Article 39.2 the employee shall be entitled to elect to go on the Short Term Sickness Plan under Article 37 (Short Term Sickness Plan) as an option following the expiry of the application of Article 39.2.

39.6 **Delete**

#### **ARTICLE 40 - ENTITLEMENT ON DEATH**

40.1 Where an employee who has served for more than six (6) months dies, there shall be paid to the employee's personal representative or if there is no personal representative to the employee's estate, the sum of one-twelfth of the employee's annual salary.

40.2 **Delete**

#### **ARTICLE 41 – MEAL ALLOWANCE**

41.1 In accordance with the Employer's Travel, Meal and Hospitality Expenses Directive as of January 2020, which shall not be altered for this bargaining unit without the consent of the Association, reimbursement rates for meals incurred on or after September 1, 2006 shall be:

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

41.2 To the extent that the Employer's Travel, Meal and Hospitality Expenses Directive improves on the amounts shown above, the rates above will be deemed to be amended to incorporate those improvements.

**ARTICLE 42– KILOMETRIC RATES AND USE OF PRIVATE VEHICLE**

42.1 If an employee uses their own vehicle on the Employer’s business, they shall be reimbursed at rates for expenses incurred on or after August 14, 2006, that shall not be less than:

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

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

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

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

**ARTICLE 43 – ISOLATION PAY- Deleted**

**ARTICLE 44 – SALARY**

Across the board increases shall mean an increase to individual wages and to all salary ranges as listed in Schedule A of the Collective Agreement

44.1.1 Across-the-board increases inclusive of 1% already negotiated and paid effective:

- April 1, 2020 – 2.0%
- April 1, 2021 – 2.0%
- April 1, 2022 – 3.0%

The parties agree that the compensation increases effective April 1, 2020, April 1, 2021 and April 1 2020 are in addition to the 1% annual compensation increases previously agreed to and implemented under the predecessor collective agreement (the “Moderated Collective Agreement”), and that this remedy shall constitute full and final settlement of the *Bill 124* Wage Re-opener provision under the Moderated Collective Agreement.

- 44.1.2 Across-the-board increases effective:
- April 1, 2023 – 3.5%
  - April 1, 2024 – 3.0%

### **Retroactivity**

The April 1 increases will be applied to the existing wage rate. Any Merit increase or Pay for Performance (“P4P”) that followed in that fiscal year will be recalculated based on the wage as adjusted on April 1. The difference in merit paid versus merits adjusted (or P4P paid versus P4P adjusted) will be paid as part of retroactivity.

## **ARTICLE 45 – MERIT PAY AND PAY FOR PERFORMANCE BONUS**

### **45.1 Merit Pay**

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

- 45.1.1 A merit increase for a twelve (12) month work cycle coinciding with the employee's anniversary date shall be processed in an amount of 0 - 5% of their salary at the discretion of the Employer. An employee's merit increase for satisfactory performance shall be three and a half percent (3.5%) of their salary.
- 45.1.2 Where an employee’s performance rating results in a merit increase that will cause their 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.
- 45.1.3 Notwithstanding Article 45.1.1 above, effective April 1, 2013 the merit increase for satisfactory performance shall be 3%.

### **45.2 Pay for Performance Bonus**

For the 2018-19 year and years following, the Board will make a decision on the process and amount of any lump sum payment in lieu of merit pay for non-union employees at max (known as “P4P” at max for AMAPCEO members). This decision will be communicated to AMAPCEO and implemented in the same quantum and fashion for the AMAPCEO bargaining unit.

## **ARTICLE 46 - HOURS OF WORK**

- 46.1 The hours of work shall be not less than 36.25 hours per week.
- 46.2.1 Where the Employer authorizes an employee to work in excess of 7.25 hours

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on a regularly scheduled work day, the employee shall receive:

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

- 46.2.2 Where the Employer authorizes an employee to work on their day off, the employee shall receive compensating leave of one and one-half (1.5) hours for each hour worked.
- 46.2.3 For the purposes of calculating an employee's entitlement, a period worked in excess of fifteen (15) minutes will be rounded to the next half hour.
- 46.3.1 Where an employee accumulates compensating leave, such leave shall be taken at a time mutually agreed upon. The employer will not unreasonably withhold such agreement.
- 46.3.2 Where at the end of the calendar year an employee has remaining accumulated compensating leave, the employee and manager shall endeavour to agree on the scheduling of such compensating leave in an effort to utilize the compensating leave by June 30, and neither the employer nor employee will unreasonably withhold agreement. Failing agreement, the Employer shall reasonably determine the time of the compensating leave.
- 46.3.3 Compensating leave accumulated in a calendar year which is not used before June 30 of the following year, shall be paid, on a lump sum basis, at the rate it was earned (annual salary divided by 1891). An employee may be paid, on a lump sum basis, for compensating leave prior to June 30, where the employee and their manager so agree. On termination of employment, or on an employee assuming a permanent position outside the bargaining unit, an employee who has not used all of their compensating leave earned under this article shall be paid, on a lump sum basis, for all remaining compensating leave hours. The lump sum payment will not increase the base salary for any purpose.
- 46.3.4 There shall be no duplication or pyramiding of any premium payments or compensating leave provided by the Collective Agreement.
- 46.4 An employee shall not be considered to be working overtime merely because they are carrying a pager, computer, cell phone or blackberry.
- 46.6 When regular part time employees, or fixed term employees who are scheduled to work less than 36.25 hours per week, work in excess of their scheduled

number of hours, they shall be paid equal time up to 36.25 hours in a week. Thereafter, Article 46.2.1 applies. For clarity, Article 46.2.2 does not apply to hours worked on a day off which falls on a weekday, but does apply to hours worked on Saturdays and Sundays where they are not scheduled work days.

- 46.7 **Recording:** Compensating leave earned under this article will be added to the employee's accumulated compensating leave bank within 6 (six) weeks of the pay period within which the employee had properly submitted the required documentation to their manager.

#### **ARTICLE 47 - ALTERNATIVE WORK ARRANGEMENTS**

- 47.1 Alternative Work Arrangements (AWAs) include: compressed work week, flexible hours, job sharing and telecommuting. AWAs may be entered into by mutual agreement between an employee and their manager. In considering any AWA, the manager will consider, in good faith, both the employee's request and the operational viability of the AWA for the work site. A manager's approval of an alternative work arrangement shall not be unreasonably withheld.
- 47.2 Arrangements related to compressed work week, flexible hours and job sharing entered into by an employee and their immediate supervisor shall be adjusted and amended to reflect the provisions of Article 46.2 with necessary modifications. The parties' intent is that compensating leave would apply, in accordance with Article 46 as modified to address particular hours of work arrangements.
- 47.3 Where a manager seeks to cancel or amend an AWA, the manager shall provide notice to the affected employee(s) in writing at least one (1) month prior to the proposed cancellation or amendment.

#### **ARTICLE 48 - RECLASSIFICATION TO ANOTHER BARGAINING UNIT**

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

#### **ARTICLE 49 - COMPENSATION OPTION CREDIT**

- 49.1 Effective January 1, 2016, employees are not entitled to accumulate compensation option credits.

## Collective Agreement 2023-2025 between AMAPCEO and Ontario Health

- 49.2 With the approval of the employee's manager, an employee may take leave of absence with pay in respect of some or all of the employee's accumulated compensation option credits at the rate of one day of leave of absence with pay for each compensation option credit to which the employee is entitled, and the employee's accumulated compensation option credits shall be reduced by the leave of absence with pay taken.
- 49.3 Each or part thereof by which a leave of absence with pay taken by a person under Article 49.4 exceeds the person's accumulated compensation option credits after making any deduction required by article 49.3 or 49.5 shall be deducted from the person's vacation credits, and the person shall repay to the Employer the salary paid to him or her for any day or part thereof of the leave of absence with pay that cannot be so deducted.
- 49.3.1 Any amount to be repaid under Article 49.5 may be deducted from any payment the employee is entitled to receive from the Employer in respect of salary or termination of employment or otherwise.
- 49.4 The parties agree that employees are entitled to use any accumulated compensation option credits to reduce the amount of unpaid leave required under the pension bridging option of Article 27. The parties also agree that no further accumulation of any credits shall accrue during the unpaid portion of the pension bridging option during which an employee is using accumulated compensation option credits.
- 49.5 Information regarding accumulated compensation option credits shall be available pursuant to Article 30.16.

### **ARTICLE 50 - SHIFT PREMIUM – Deleted**

### **ARTICLE 51 – TERM AND RENEWAL**

- 51.1 Unless otherwise specified, this agreement shall be effective from April 1, 2023 until March 31, 2025.
- 51.2 Either party to the collective agreement may, within the period of ninety (90) calendar days before the agreement ceases to operate, give notice in writing of its desire to bargain with a view to the renewal with or without modification of the agreement then in operation or to the making of a new agreement.
- 51.3 In the event neither party gives notice to bargain in accordance with Article 51.2, this agreement shall be automatically renewed for a period of one (1) year.

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SIGNED THIS 24 DAY OF February 2026.

**For the Union**



Dave Bulmer, AMAPCEO, President



Kristen McMartin, AMAPCEO, Workplace Representative & Bargaining Committee Member



Alexis Schaink, AMAPCEO, Bargaining Committee Member

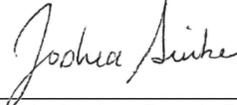


Sangeeta Boondoo, AMAPCEO, Labour Relations Specialist

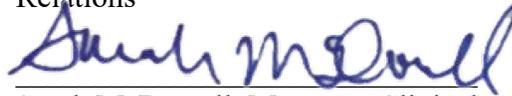


Lee Douitsis, AMAPCEO, Dispute Resolution and Labour Relations Officer

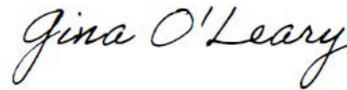
**For the Employer**



Josh Sinka, Lead, Labour & Employee Relations



Sarah McDowell, Manager, Clinical Reviews



Gina O'Leary, Specialist, Labour Relations

**PT.1 REGULAR PART TIME EMPLOYEES**

PT.1.1 “Regular part time employee” (RPT) means a regular employee whose duties require fewer than 36¼ hours per week.

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

**PT.2 Applicable Articles**

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

- 1 Recognition
- 2 No Discrimination
- 3 Management Rights
- 4 Information on Positions
- 5 Statement of Information/Duties to Employees
- 6 No Discrimination for Association Activities
- 7 Employee’s Right to Representation
- 8 Leaves for Association Activities
- 9 Rights of Workplace Representatives
- 10 Dues
- 11 Home Position
- 12 Labour Relations Committee
- 13 Bulletin Boards
- 15 Dispute Resolution/Arbitration
- 16 Seniority/Continuous Service
- 17 Probationary Period
- 18 Posting and Filling of Vacancies & New Positions
- 19 Pay Administration (subject to the amendments herein)
- 20 Discipline and Discharge
- 21 Personnel Files and Disciplinary Records
- 22 Abandonment of Position
- 23 Leaves
- 24 Pregnancy and Parental Leave
- 25 Health & Safety
- 26 Technological Change
- 27 Job Security
- 28 Notice of Relocation
- 32 Deleted
- 38 Termination Payments
- 39 Workers Compensation
- 40 Entitlement on Death
- 41 Meal Allowances
- 42 KM - Use of Private Vehicle

43	Isolation Pay (subject to the amendments herein)
44	Salary
45	Merit Pay/Pay for Performance Bonus
46	Hours of Work
47	Alternative Work Arrangements
48	Reclassification to Another Bargaining Unit
49	Compensation Option Credit
50	Shift Premium
51	Term and Renewal

**PT.3 Non-Working Day**

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

**PT.4 Isolation Pay - Deleted**

**PT.5 Holidays**

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

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

In addition to the prescribed holidays listed above, each employee shall be granted two (2) float holidays.

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

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

PT.5.3 Where a holiday specified in Article PT.5.1 falls on a Saturday or Sunday, or when any two of them fall on a successive Saturday and Sunday, the holiday(s) shall be scheduled on the next following regular working day(s) that is not itself a listed holiday.

PT.5.4 Deleted

PT.5.5 Where an employee is scheduled to work on one of the holidays listed in Article PT.5.1 and is unable to do so because of illness, absence on Workers' Compensation, vacation or other authorized leave, there will be no deduction from the employee's Short-Term Sickness Plan or accumulated credits, and the holiday will be deemed to have been taken.

**PT.6 Vacation**

PT.6.1.1 An employee shall earn a pro-rated portion of the vacation credits shown below based on the ratio that their weekly hours of work bear to full time employment.

- (a) One and one-quarter ( $1\frac{1}{4}$ ) days per month during the first eight (8) years of continuous service (15 days per full calendar year);
- (b) One and two-thirds ( $1\frac{2}{3}$ ) days per month after eight (8) years of continuous service (twenty (20) days per full calendar year);
- (c) Two and one-twelfth ( $2\frac{1}{12}$ ) days per month after fifteen (15) years of continuous service (twenty-five (25) days per full calendar year);
- (d) Two and one-half ( $2\frac{1}{2}$ ) days per month after twenty-six (26) years of continuous service (thirty (30) days per full calendar year).

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

PT.6.2. An employee is entitled to vacation credits under Article PT.6.1 in respect of a month or part thereof in which the employee is at work or on leave of absence with pay.

PT.6.3 An employee is not entitled to vacation credits under Article PT.6.1 in respect of a whole month in which the employee:

- (a) is on leave of absence without pay; or
- (b) receives benefits under the Long Term Income Protection Plan, unless the employee is in rehabilitative employment with the Employer.

PT.6.4 Where any employee is absent by reason of an injury or occupational disease for which an award is made under the *Workplace Safety and Insurance Act, 1997*, they shall continue to accrue vacation credits for the full period of such leave.

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- PT.6.5 An employee shall be credited with their vacation credits for each year on the 1st day of January in the year, including any increase in entitlements due to occur during the year.
- PT.6.6 An employee may accumulate vacation credits to a maximum of twice their annual vacation credits, but shall be required to reduce this accumulation to a maximum of one (1) year's entitlement by December 31 of each year.
- PT.6.7 Where an employee is prevented from reducing their accumulated credits under Article PT.6.6 as a result of,
- (a) an injury for which an award is granted under the *Workplace Safety and Insurance Act, 1997*;
  - (b) a total disability; or
  - (c) an extraordinary requirement of the Employer,
- the CEO or their designee shall grant to the employee, at their request a leave of absence with pay to replace the vacation credits.
- PT.6.8 An employee commencing employment during the year shall be credited at that time with vacation credits calculated in accordance with Article PT.6.1, for the balance of the calendar year.
- PT.6.9 An employee with the approval of their manager or designee, may take vacation to the extent of their vacation entitlement and their accumulated vacation credits shall be reduced by the vacation taken. Such approval will be subject to operational requirements, but, it is also agreed that such approval will not be unreasonably withheld.
- PT.6.10 An employee who completes twenty-five (25) years of continuous service on or before the last day of the month in which the employee attains sixty-four (64) years of age is entitled, after the end of that month, to pre-retirement leave with pay of up to five (5) days based on the ratio that their weekly hours of work bear to full time employment.
- PT.6.11 Where an employee's employment ends prior to the completion of six (6) months of continuous service, they are entitled to vacation pay at the rate of four per cent (4%) of the earnings of the employee during the period of their employment.
- PT.6.12 An employee who has completed six (6) or more months of continuous service in the public service shall be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date they cease to be an employee.

- PT.6.13 An employee who has completed six (6) or more months of continuous service is entitled, upon request by the employee, to be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date on which they qualify for payments under the Long Term Income Protection Plan.
- PT.6.14 Where an employee ceases to be an employee, there shall be deducted from the employee's accumulated vacation credits an amount in respect of the whole months remaining in the year after the person ceases to be an employee computed at the rate set out in Article PT.6.1.
- PT.6.15 Vacation taken in excess of the vacation credits to which an employee is entitled on the date the employee ceases to be an employee shall be deducted from the amount paid to the employee under Article 40 (Termination Payments) and Article 38 (Entitlement on Death) and from any salary to which the employee may be entitled.
- PT.6.16 As soon as practicable following the end of each quarter of the year, information regarding the number of vacation and other credits to which they are entitled shall be made available to each employee directly or where information is available to the employee electronically, this shall be sufficient.

**PT.7 Short-Term Sickness Plan**

- PT.7.1 A part time employee who is unable to attend to their duties due to sickness or injury is entitled, in each calendar year, to leave of absence,
- (a) with regular salary for that portion of six (6) working days equal to the portion the employee's regularly scheduled hours of work bear to full employment; and
  - (b) with seventy-five percent (75%) of regular salary for that portion of an additional one hundred and twenty-four (124) working days equal to the portion the employee's regularly scheduled hours of work bear to full employment.
- PT.7.2 An employee is not entitled to a leave of absence with pay under this Article until after completion of all of the employee's regularly scheduled hours within a period of four (4) consecutive weeks.
- PT.7.3 An employee who is on leave of absence with pay under this Article that commences on a regularly scheduled working day in one calendar year and continues to include a regularly scheduled working day in the next following year is not entitled to leave of absence with pay under this Article for a greater

number of working days than are permitted under Article PT.7.1, in the two (2) years until the employee has again completed the service requirement described in Article PT.7.2

PT.7.4 An employee who was on leave of absence with pay under this Article for the number of days in a year permitted under Article PT.7.1 is not entitled to leave of absence with pay under this Article in the following year until the employee has again completed the service requirement described in Article PT.7.2.

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

(a) all deductions for Benefit Plans coverages referred to in Articles PT.8, PT.9, PT.10, PT.11, PT.12, and under the Public Service Pension Act that would otherwise be made from the pay; and

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

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

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

#### **PT.7 Use of Accumulated Credits**

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

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

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

#### **Medical Certificates/Examination**

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

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

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

### **General**

PT.7.13 Where, for reasons of health, an employee is frequently absent or unable to perform their duties, the Employer may require him or her to submit to a medical examination at the expense of the Employer. The employee and Employer shall attempt to come to agreement on a qualified medical practitioner to perform the examination. When agreement is not reached, the employee may choose a qualified medical practitioner from the referral service of the College of Physicians and Surgeons. If the employee fails to make such a choice within one (1) week of receiving referrals, the Employer may choose a qualified medical practitioner from the same referrals.

PT.7.14 For the purposes of this Article, the service requirement in Article PT.7.2 shall not include vacation leaves of absence or any leaves without pay, but days worked before and after such leaves shall be considered consecutive. However, days worked before and after any leave of absence with or without pay due to an employee's illness or injury are not considered to be consecutive. Leaves with pay (other than for vacation, education, illness or injury) and statutory holidays are included in the determination of such service.

## **PT 8 Benefits General**

PT.8.1 "Benefit Plans" in Articles PT.9, PT.10, PT.11, PT.12 means the Basic Life Insurance Plan, the Supplementary & Dependent Life Insurance Plan, the Supplementary Health and Hospital Insurance Plan, (including vision and hearing aid coverage), the Dental Plan, and the Long-term Income Protection Plan in force as of the transfer date.

PT.8.2 Subject to the provisions of this Agreement, the benefits contained in the Benefit Plans shall be provided to part time employees on the same terms and conditions as were in place on the transfer date. These benefits and terms and conditions may only be altered by mutual agreement of the parties.

PT.8.3 During leaves-of-absence with pay, benefit coverage will continue. The Employer and employee will continue to pay the applicable premiums.

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- PT.8.4 During pregnancy and parental leave, an employee who participates in any Benefit Plan may continue to do so unless they elect in writing not to do so. Unless an employee gives the Employer this written notice, the Employer and the employee shall continue to pay the applicable premiums.
- PT.8.5 The benefits contained in the Benefit Plans are supplemented by the provisions of Article 32 and Articles PT.9, PT.10, PT.11, PT.12. Where a conflict exists between the provisions of a Benefit Plan and this Agreement, the provisions of this Agreement shall prevail.
- PT.8.6 Where an existing employee permanently moves into or from a position not covered by a Benefit Plan (as defined in Article PT.8.1) coverage for Basic, Supplementary and Dependent Life Insurance shall continue without there being any requirement for the employee to provide evidence of insurability. In addition, in the case of a bargaining unit employee moving to a permanent position not covered by the Benefit Plans, coverage under the Benefit Plans shall cease on the date on which coverage under any new insurance plan covering the employee in the new permanent position commences. In the case of existing employees moving into a permanent position covered by the Benefit Plans, coverage shall commence on the date on which coverage under any previous insurance plans ceases.
- PT.8.7 Employees are entitled to a full explanation from the Carrier(s) when claims are refused under a benefit plan.
- PT.8.8 Family coverage for the following benefits shall include coverage for same-sex partners; Supplementary and Dependant Life Insurance (Article PT.9), Supplementary Health and Hospital Insurance (Article PT.10), Dental Plan (Article PT.11).
- PT.8.9 The employee's share of the annual Employment Insurance (EI) rebate will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

**PT.9 Life Insurance**

- PT.9.1 The Employer shall pay one hundred percent (100%) of the monthly premium for basic life insurance coverage for regular part-time employees covered by this Collective Agreement.
- PT.9.2.1 Employees, at their option, are entitled to purchase supplementary and/or dependent life insurance. Employees must pay the full premium for this coverage.

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

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

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

**PT.10 Supplementary Health and Hospital Insurance**

**PT.10 Supplementary Health and Hospital Insurance Plan**

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

PT.10.2 The Employer shall pay eighty per cent (80%) and sixty per cent (60%) of the percentage calculated under Article PT.10.1 of the monthly premiums for Vision and Hearing Aid coverage respectively, of the Supplementary Health and Hospital Insurance Plan for each participating RPT employee. The RPT employee shall pay the balance of the monthly premium through payroll deduction.

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

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

- (a) ninety percent (90%) of the cost of all prescription drugs that by law require a physician's prescription, including injectable drugs, and medicines prescribed by a licensed physician or other licensed health

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professional who is legally authorized to prescribe such drugs, and dispensed by a licensed pharmacist or by a physician legally authorized to dispense such drugs and medicine. For clarity, life-sustaining drugs or medicines shall continue to be covered on the same basis as under the previous collective agreement. Provided that a generic drug is listed in the Canadian Pharmaceutical Association Compendium of Pharmaceuticals and Specialities, reimbursement for drugs covered by the Plan will be based on the cost of the lowest priced generic version of the drug that the dispensing pharmacist can readily provide, unless the prescribing physician or health professional stipulates no substitution, in which case the reimbursement will be based on the cost of the drugs prescribed.

- (b) Reimbursement for hospital care for private or semi-private room and board shall be up to one hundred and twenty dollars (\$120.00) per day beyond the cost of standard ward care.
- (c) one hundred percent (100%) of the cost of diagnostic procedures, and radiology;
- (d) vision and hearing aid coverage shall include reimbursing employees for the following, subject to a ten dollar (\$10) deductible per person per calendar year, to a maximum of twenty dollars (\$20) per family per calendar year. Vision and hearing aid coverage shall be reimbursed:
  - up to three hundred and forty dollars (\$340.00) per person in any consecutive twenty-four (24) month period following the date the expense is incurred, for the purchase, fitting or repair of spectacle lenses, frames or contact lens prescribed by an Ophthalmologist or Optometrist, or laser eye correction surgery performed by a licensed practitioner providing services within the scope of their license.
  - up to twenty-five hundred dollars (\$2500.00) per person in a five (5) year period for the purchase and/or repairs of hearing aids (excluding batteries) prescribed by a physician certified as an otolaryngologist or by a qualified audiologist.
- (e) paramedical services include the following coverage per employee and each of their dependants:
  - (i) the services of an acupuncturist, at the rate of thirty-five dollars (\$35) per visit, to an annual maximum of twelve hundred dollars (\$1200);
  - (ii) the services of a speech therapist, at the rate of forty dollars (\$40) per half hour, to an annual maximum of fourteen hundred dollars (\$1400);

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- (iii) the services of a chiropractor, osteopath, naturopath, podiatrist, chiropodist, physiotherapist and massage therapist, if licensed and practicing within the scope of their license to a maximum of thirty-five dollars (\$35) per visit for each visit not subsidized by OHIP and to an annual maximum of twelve hundred dollars (\$1200) for each type of service.
- (f) the services of a psychologist, at the rate of eighty dollars (\$80) per half hour, to an annual maximum of sixteen hundred dollars (\$1600). Coverage shall also include services rendered by a social worker with a Master's Degree in Social Work, where such services are equivalent to the services that would otherwise be provided by a psychologist;
- (g) Orthopaedic Shoes: Custom-made orthopaedic shoes, or modifications to stock, off-the-shelf orthopaedic shoes, specifically designed and constructed for the employee or dependent (or have been modified to accommodate the person's particular medical needs) when prescribed by a physician, podiatrist or chiropodist are covered at seventy-five percent (75%) of the cost or repair per year to a maximum of five hundred dollars (\$500) per year;
- (h) Orthotic Appliances: Corrective shoe inserts specifically designed and constructed for the employee or dependent and prescribed by a physician, chiropractor, podiatrist or chiropodist are covered at one hundred percent (100%) of the cost or repair per year to a maximum of five hundred dollars (\$500) per year;
- (i) The Supplementary Health & Hospital Plan includes expanded coverage for Diabetic Pumps and Supplies as follows:
  - (i) Purchase of Insulin Infusion Pumps to a maximum of two thousand five hundred dollars (\$2,500) every 5 years per person.
  - (ii) Purchase of Insulin Jet Injectors (e.g. Medi-injectors, preci-jets) to a maximum of one thousand dollars (\$1,000), every five years per person.
  - (iii) Purchase and/or repair of one Blood Glucose monitoring machine per consecutive four (4)-year period to a maximum of four hundred dollars (\$400) per person.
  - (iv) 100% of the purchase of supplies required for the use of the above referenced diabetic appliances (Insulin will continue to be reimbursed as an eligible drug, not through this article).

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

**PT.10.5 Coverage for Employees Who Are Totally Disabled**

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

**PT.10.6 Coverage for Dependants of Deceased Employees**

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

PT.10.7 The Supplementary Health and Hospital Plan excludes coverage for expenses incurred outside Canada.

**PT.11 Dental**

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

PT.11.2 Employees shall pay the cost of dental care directly and the insurance carrier shall reimburse the employee, based on the current Ontario Dental Association fee schedule at the time the dental work is performed, at the following percentages:

- (a) eighty-five percent (85%) for basic dental care services, which includes the following coverage:
  - (i) pit and fissure sealant treatment shall be added to the Plan for eligible dependant children; and

- (ii) the dental recall period shall be extended to nine (9) months except for dependant children age twelve (12) and under.
- (b) fifty percent (50%) for denture services with a lifetime maximum amount payable of three thousand dollars (\$3,000) per person;
- (c) fifty percent (50%) for orthodontic services for dependent children between the ages of six (6) and eighteen (18) with a lifetime maximum amount payable of three thousand dollars (\$3,000) per child;
- (d) fifty percent (50%) for major restorative services with an annual maximum amount payable of two thousand dollars (\$2,000) per person.

**PT.11.3 Coverage for Dependants of Deceased Employees**

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

**PT.12 Long Term Income Protection**

PT.12.1 The Employer shall pay one hundred per cent (100%) of the monthly premium costs for every part time employee who is eligible for coverage subject to Article PT.12.5.2.

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

PT.12.3 Every regular part time employee shall participate in the plan

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

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

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- PT.12.5.2 The LTIP coverage will terminate on the earliest of the following:
- (a) at the end of the calendar month in which the employment ceases;
  - (b) the end of the calendar month an employee attains the age of sixty-four (64) years and six (6) months;
  - (c) the date an employee enters the armed forces of any country on a full-time basis;
  - (d) the first of the month following the commencement of an employee's approved leave of absence without pay where the employee does not elect to pay the required premium.
- PT.12.5.3 The LTIP benefits payments continue until the earliest of:
- (a) the employee ceases to be totally disabled as defined in the plan;
  - (b) death;
  - (c) the date on which the employee attains the age of sixty-five (65) years.
- PT.12.6 Rehabilitative employment for employees receiving LTIP benefits, whether with the Employer or another employer, shall be available in keeping with the Employer's existing practice. In arranging such employment, the Employer will take into account the employee's training, education and experience.
- PT.12.7 The Employer shall not permanently fill the position of an employee during the qualifying period and the first twenty-four (24) months of the benefit period.
- PT.12.8 Where, during the benefit period, the employee is able to perform the essential duties of their position, and the position has not been declared surplus, they shall resume work, as directed by the Employer, within two (2) weeks of the date that LTIP benefits cease. Where, for accommodation reasons, an employee cannot be returned to their position within the two (2) week period, the Employer shall grant a leave of absence with pay pending the completion of the accommodation requirements, but in no event shall the leave of absence with pay exceed three (3) months. The employee shall return to work, when accommodations are completed, on the date specified by the Employer. In order to be eligible for leave of absence with pay, the employee shall co-operate with the Employer regarding the return-to-work arrangements.
- PT.12.9.1 When an employee who has been receiving or was eligible to receive LTIP benefits is deemed able to perform the essential duties of their position but the position is no longer available due to the application of Article PT12.7, the

employee shall have all rights and entitlements under Article 27. Where no direct assignment, bump or unreduced pension/pension bridge is identified for and/or chosen by the employee on their return, they shall be eligible immediately for a temporary assignment, if available (despite Article [27.10.1] limiting eligibility for temporary assignments). The employee will be eligible for one temporary assignment only. If the employee refuses the offer of a temporary assignment, no further temporary opportunities will be sought for them.

- PT.12.9.2 The temporary assignment can be extended at the Employer's discretion except as limited by Article 18.7.2. Time spent on the temporary assignment does not constitute a hiatus in the employee's notice period. Therefore, should no direct assignment be found for the employee, their employment ends at the termination of either the notice period or the temporary assignment, whichever is later. The employee will receive salary protection, if applicable, only during the six (6) month notice period.
- PT.12.10 A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be provided to an employee and this document shall not be considered as termination of employment.

**PT.13 Pay Administration**

- PT.13.1 The "basic hourly rate" of pay is the weekly rate of the class divided by thirty-six and a quarter (36¼).
- PT.13.2 The "weekly rate of pay for regular part-time employees is the basic hourly rate times the applicable weekly hours of work.
- PT.13.3 "Weekly hours of work" shall be the average of the regularly scheduled weekly hours of a position calculated over a period of four (4) consecutive weeks.
- PT.13.4 Omit as no longer applicable

**FXT.1 FIXED TERM EMPLOYEES**

FXT.1.1 The only terms of this Agreement that apply to employees who are not regular employees are those that are set out in this Article.

FXT.1.2 The following sections in this Article shall apply only to fixed term staff:

**FXT.2 Salary**

FXT.2.1 The salary rate of the equivalent regular service classification shall apply. If there is no equivalent classification, the rate shall be set by the Employer and the Association shall have the right to negotiate the rate during the appropriate salary negotiations.

FXT.2.2 A full time fixed term employee covered by this Section shall be entitled to the same provisions regarding retroactivity of salary revisions and progression through the salary range as those agreed upon for the Regular Service Salary Category to which they correspond.

**FXT.3 Holidays**

FXT.3.1 Fixed term employees will be entitled to the paid holidays set out in Article 29.1 (Holidays).

FXT.3.2 When the employee is required to work on any holidays listed in Article 29.1 (Holidays), they are entitled to a compensating day as a holiday in lieu thereof.

**FXT.4 Vacation Pay**

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

FXT.4.2 A fixed term employee whose employment ends prior to the completion of six months service is entitled to vacation pay at the rate of four percent (4%) of the earnings of the employee during the period of their employment.

FXT.4.3 A fixed term employee who has completed six (6) or more months of continuous service shall be paid for any unused vacation standing to their credit at the date they cease to be an employee.

FXT.4.4 Where a fixed term employee is hired as a regular employee, vacation credits accumulated under this Article shall continue to stand to the credit of the employee.

FXT.4.5 Upon the completion of six (6) months continuous service, an employee with the approval of their manager or designee, may take vacation to the extent of their earned vacation credits and their earned vacation credits shall be reduced by the vacation taken. Such approval will be subject to operational requirements, but, it is also agreed that such approval will not be unreasonably withheld.

## **FXT.5 Attendance Credits and Sick Leave**

FXT.5.1 A fixed term employee is entitled to an attendance credit of 1¼ days for each full month in which they are at work or is on vacation, bereavement or jury/witness leave. An employee is entitled to use attendance credits only in the event that he or she is unable to attend their official duties by reason of illness or injury.

For clarity, where a fixed term employee uses an attendance credit the hours covered by that credit will be counted as ‘attendance’ for the purposes of this Article.

FXT.5.2 A fixed term employee who is unable to attend to their duties due to sickness or injury is entitled to leave of absence with pay at the rate of one working day for each day of accumulated attendance credits and their accumulated attendance credits shall be reduced by the leave taken.

FXT.5.3 Where a fixed term employee is hired as a regular employee, attendance credits accumulated under this Article cease to stand to the credit of the employee.

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

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

## **FXT.6 Pregnancy and Parental Leave**

FXT.6.1 Pregnancy and parental leaves will be granted to employees under the terms of the *Employment Standards Act, 2000*, as amended. Pregnancy leave shall be granted for up to seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date.

FXT.6.2 Parental leaves shall be granted for up to thirty-five (35) weeks for biological mothers and up to thirty-seven (37) weeks for biological fathers and adoptive parents.

**FXT.7 Filling of Positions with Fixed Term Employees**

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

FXT.7.2 Where the same work has been performed by a fixed term employee for a period of at least eighteen (18) months, (except for situations where the fixed term employee is replacing a regular employee on a leave of absence authorized by the Employer or otherwise absent as provided for under the collective agreement), and where the Employer has determined that there is a continuing need for that work to be performed on a full time basis, the Employer shall establish a regular position to perform that work.

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

FXT.7.4 Where a fixed term employee was temporarily assigned to a regular position in the Regular Service for at least eighteen (18) months and:

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

the Employer shall assign the employee to the position on a permanent basis.

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

**FXT.8 Bereavement Leave**

FXT 8.1 An employee who is scheduled to work more than twenty-four (24) hours during a week and who would otherwise have been at work, shall be allowed up to three (3) days of leave-of-absence with pay in the event of the death of their spouse, mother, father, step-mother, step-father, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, brother, sister, ward or guardian, former ward or former guardian.

However, in the event of the death of their sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-grandparent, step-grandchild, aunt, uncle, niece, nephew, foster child, foster parent or former foster parent, they shall be allowed only one (1) day's leave-of-absence with pay.

In special circumstances and at the request of the Employee bereavement leave may be taken beyond 2 weeks following the date of death.

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

**FXT.9 Religious Accommodation**

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

**FXT.10 Payment in Lieu of Benefits**

FXT.10.1 All full-time fixed term employees shall, upon completion of one (1) month of continuous service, receive in lieu of all Benefit Plan entitlements in Articles 31 to 36, save and except holiday and vacation pay, an amount equal to four per cent (4%) of their basic hourly rate for all hours worked exclusive of overtime.

**FXT.11 Termination of Employment**

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

**FXT.12 Other Articles Applicable to Fixed Term Employees**

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

**SCHEDULE A**

<b>Job Classification</b>	<b>April 1, 2023</b>		<b>April 1, 2024</b>	
	<b>Minimum</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Maximum</b>
Clinical Epidemiologist (20PEC)	\$90,701.11	\$117,821.30	\$93,422.14	\$121,355.94
Medical Librarian (14PLS)	\$92,327.65	\$108,152.71	\$95,097.48	\$111,397.29
Medical Information Officer (14PLS)	\$100,566.87	\$117,821.30	\$103,583.88	\$121,355.94
Senior Program Advisor (20APA)	\$86,115.26	\$111,641.72	\$88,698.72	\$114,990.97
Senior Analyst (20APA)	\$86,115.26	\$111,641.72	\$88,698.72	\$114,990.97
Administrative Coordinator (14AGA)	\$61,011.65	\$74,370.60	\$62,842.00	\$76,601.72

**Letter of Understanding re: Definition of "days"**

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

This letter forms part of the collective agreement.

Robert Stambula

Dr. Joshua Tepper

Mark Fam

For AMAPCEO

For the Employer

**Letter of Understanding re: Wage Re-Opener on Monetary Proposals**

The 2020- 2023 collective agreement is subject to the Protecting a Sustainable Public Sector for Future generations Act, 2019 (PSPSFGA). The parties agree that should the PSPSFGA be declared unconstitutional by a court of competent jurisdiction or the legislation is either repealed or amended in such a way that applies to the salary rates or compensation applicable to the AMAPCEO bargaining units, the parties shall meet within 60 days to negotiate the consequences, if any, for bargaining unit employees impacted by the legislative restraints.

**Letter of Understanding re: Healthcare Spending Account or Wellness  
Spending Account**

For clarity, the benefits are as outlined in the FAQs referred to in the email dated January 17, 2025 attached as appendix A to this Memorandum of Settlement.

**Letter of Understanding re: Gender-Neutral Collective Agreement**

In recognition of the importance of promoting greater diversity and inclusion, the parties agree that they will endeavor to make the collective agreement language gender-neutral during the collective agreement editing process.

**Letter of Understanding re: Accessible Collective Agreement**

In recognition of the importance of promoting greater diversity and inclusion, the parties agree that they will endeavor to make the collective agreement accessible during the collective agreement editing process, in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005*.