

Collective Agreement
DECEMBER 11, 2025 TO MARCH 31, 2028

Between



pcpa·app

pan-Canadian Pharmaceutical Alliance
Alliance pharmaceutique pancanadienne

and

AMAPCEO

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MEMORANDUM OF SETTLEMENT

of all outstanding matters in dispute

Between:

PAN-CANADIAN PHARMACEUTICAL ALLIANCE CORPORATION
("the Employer")

- and -

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

Whereas the Employer and AMAPCEO (the "Parties") have concluded negotiations;

THE PARTIES AGREE AS FOLLOWS:

1. Subject to ratification by both parties, the terms and conditions of the collective agreement are attached as Appendix A (the "Collective Agreement"). Ratification by both parties shall be deemed to have occurred on the latest date on which ratification occurs by the employees in the bargaining unit and by the Employer. The Parties will complete the ratification process by December 11, 2025 unless agreed otherwise.
2. Some editing and renumbering or "housekeeping" may be necessary, and the Parties shall establish an editing committee for that purpose. In preparing the Collective Agreement, the Parties may, by agreement, amend typographical errors, and include gender neutral language.
3. The Collective Agreement shall be effective from the date of ratification by both parties and shall expire on the 31st day of March 2028.
4. Retroactive wage increases were given to employees for the fiscal years 2024 and 2025 pursuant to an interim Memorandum of Settlement dated December 11, 2024, and June 19, 2025. Retroactive merit increases for all current employees in the bargaining unit hired between April 1, 2023 and March 31, 2025 will be paid in accordance with the Letter of Understanding re Retroactive Merit pay which is part of Appendix A.
5. The undersigned unanimously agree to recommend ratification of the Collective Agreement to their respective principals and, in the case of the signatories for AMAPCEO, to the AMAPCEO Board of Directors, and if approved by the Board, to the bargaining unit employees.
6. Notwithstanding the agreement of the parties with respect to the carryover of 15 days of vacation entitlement into the calendar year (see what is currently Article 33.6 in Appendix A), all current employees with accumulated vacation credits more than 15 days will be permitted to carry over any unused 2025 credits into the 2026 calendar year.

7. Notwithstanding the agreement of the parties with respect to the probationary period (see what is currently Article 19- Probationary Period in Appendix A), the 12-month probationary period will only apply to employees hired after the date of ratification. Employees hired before the date of ratification are subject to a three (3) month probationary period from the date of hire.
8. The Employer will begin deducting dues and remitting same in accordance with the applicable provision of the Collective Agreement on the first regular pay period in 2026
9. All other issues in dispute are hereby withdrawn without prejudice to the positions of the parties.
10. Any issues that may arise with respect to the interpretation, application or implementation of the Memorandum of Settlement will be determined by Arbitrator Christopher Albertyn.

Dated at Toronto, this 28th day of November, 2025.

For AMAPCEO:

For the Employer:



Matthew Hill

Matthew Hill (Nov 28, 2025 19:06:14 EST)

Maxine Larney

Maxine Larney (Nov 28, 2025 19:25:30 EST)



Kyle Willms (Nov 28, 2025 19:02:37 EST)



Gavrille Tran

Josée Pelletier

Appendix A

Between:

PAN-CANADIAN PHARMACEUTICAL ALLIANCE
("the Employer")

- and -

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

AGREED TO ITEMS

ARTICLE 1 – RECOGNITION

1.1 The employer recognizes the Association of Management, Administrative and Professional Crown Employees of Ontario (AMAPCEO) as the exclusive bargaining agent for all employees of the employer save and except employees excluded under subsection 1(3)(b) of the *Labour Relations Act, 1995* (Ont.) or its equivalent under the legislation of the relevant province or territory.

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.

2.1.1 There shall be no workplace discrimination or harassment practised by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, same sex partnership status, or disability, as defined in section 10(1) of the Ontario Human Rights Code (OHRC) or its equivalent under the legislation of the relevant province or territory.

2.2 There shall be no workplace harassment (including sexual harassment) or violence as defined in the *Occupational Health and Safety Act* (Ont.) or its equivalent under the legislation of the relevant province or territory.

2.3 The Employer shall implement an Anti-Workplace Violence and Harassment Policy and Procedure.

2.3.1 An employee who makes a complaint of workplace discrimination, harassment or violence under this article may be accompanied and represented by an employee representative or AMAPCEO representative at the time of the discussion of the complaint, at each stage of the dispute procedure, and in the course of any investigation established by the Employer under any policy.

2.3.2 Where a complaint of workplace discrimination, harassment or violence under this article 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 may be presented to the supervisor that is one level above the supervisor who is subject to the complaint.

2.3.3 The time limits set out in Article 17 do not apply to complaints under this article, 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 this article, 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 17 shall be suspended until the employee is given notice in writing of the results of the investigation.

2.3.5 Where it appears to a board of arbitration that an employee who is a complainant under Article 2.3 (Article 2) has made a complaint under the Ontario Human Rights Code (or its equivalent under the legislation of the relevant province or territory) relating to the conduct which is the subject of the dispute, the board of arbitration may, as it sees fit, adjourn the dispute, stay the dispute, or dismiss the dispute.

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, scheduling, 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 - NEW POSITIONS

4.1 Where the Employer establishes a new classification or creates a new position within an existing class the Employer shall provide AMAPCEO with a copy of the job description, including bargaining unit status (if applicable) to the President of AMAPCEO.

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

ARTICLE 5 - STATEMENT OF INFORMATION/DUTIES TO EMPLOYEES

5.1 Upon written request to the immediate Supervisor, a permanent 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. The information shall be provided within twenty (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, email address and telephone number of AMAPCEO. The President of AMAPCEO shall be copied electronically on or about the same time as the information is sent to the employee.

ARTICLE 6 - NO DISCRIMINATION FOR AMAPCEO ACTIVITIES

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

ARTICLE 7 - EMPLOYEE RIGHT TO REPRESENTATION

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

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

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

7.2 The Employer shall set the time and place for the meeting and shall allow up to three (3) days from the notice in Article 7.1 for the employee to secure an AMAPCEO representative for the meeting. However, where urgency is required, the Employer shall give the employee notice so that the employee can be represented by an AMAPCEO representative by video or teleconference.

ARTICLE 8 - LEAVE OF ABSENCE FOR AMAPCEO ACTIVITIES

8.1 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 AMAPCEO to conduct business of AMAPCEO. The leaves of absence will be renewed annually.

8.1.1 Upon the expiry of any leave of absence, the employee on leave shall be returned to their former position and location if such position and location still exist. The Employer and the employee may agree on another position to which the employee may be returned, subject to the requirements of the collective agreement. If the employee's position is eliminated during the leave, then the employee retains all rights under Article 29. 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 29, the employee shall be assigned with no loss of pay or benefits, to an equivalent or similar position within the geographic parameters specified in the employee form; however it is agreed that such an assignment will not result in a promotional salary increase. For clarity, Article 8.1.1 applies to employees who are on a full-time leave of absence of at least six (6) consecutive months, and who are:

- a) on a leave from full-time employment pursuant to Article 8.1, or
- b) on a partial leave of absence pursuant to Article 8.1 which together with AMAPCEO leave under Articles 8.2, 8.2.1, 8.2.2, 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 With notice, up to two (2) AMAPCEO representatives are entitled to take time off with pay and no loss of credits if reasonably engaged in meetings with management, at a time mutually agreed upon, on issues relating to labour relations, including collective bargaining or to the enforcement of this Agreement.

8.2.1 The Employer agrees that AMAPCEO representatives may take reasonable time off with pay and no loss of credits for reasonable preparation time for meetings with the Employer on behalf of AMAPCEO, so long as proper notice is given, and approval received (which approval will not be withheld unless the requested time off would impair operational requirements). This Article does not apply to time spent preparing for any meetings under Article 17 (Dispute Resolution) or collective bargaining.

8.2.2 So long as proper notice is given, and approval received (which approval will not be withheld unless the requested time off impairs operational requirements) up to a maximum of two (2) members of AMAPCEO may be granted leaves of absence under Article 8.2 for the specific purpose of collective bargaining and shall also be granted reasonable time off with pay and no loss of credits for the purpose of preparation time and/or to attend AMAPCEO bargaining team caucus sessions held immediately prior to the commencement of such negotiations, mediation or arbitration, or other periods during negotiations, mediation or arbitration where either party is not

available.

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

- a) only the District Director, or their designees shall be granted such leave;
- b) the leave shall be for a period of not more than three (3) days every calendar month, and unused leave shall not be cumulative;
- c) the District Director, or their designees will attempt to give as much notice as possible in respect of any leave of absence under this subsection and, in any event, not less than five (5) business days' notice to their supervisor;
- d) the District Director, or their designees shall not, during their period of leave, engage any other employee during that employee's working hours, or interfere in any manner with the conduct of the Employer's business; or engage in any unauthorized use of the Employer's equipment or resources; and,
- e) this leave does not include travel time.

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

8.4 The Employer shall grant time off to a maximum of five (5) days per calendar year for each AMAPCEO 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, members who have volunteered for internal AMAPCEO business may participate in such business, subject to operational requirements. These members will be granted leaves of absence with pay and no loss of credits for hourly increments of up to five (5) hours or full days. The total number of full days off in any calendar year shall not exceed fifty (50) days. Leaves of absence granted under this subsection shall include reasonable travel time. AMAPCEO will attempt to give as much notice as possible in respect of any leave of absence under this subsection and, in any event, not less than five (5) days' notice.

8.6 Upon at least twenty-one (21) calendar days' written notice by AMAPCEO, leaves of absence with pay and no loss of credits shall be granted for not more than three (3) days annually for each employee delegate for the purpose of attending the AMAPCEO's Delegates' Conference(s).

8.7 AMAPCEO will reimburse the Employer for approved leaves taken by employees under articles 8.1, 8.2.2, 8.3, 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.

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

8.7.2 Where the Employer submits an invoice, AMAPCEO will remit payment for approved leaves taken by employees within thirty (30) calendar days of receipt of the Employer's invoice.

ARTICLE 9 - RIGHTS OF AMAPCEO WORKPLACE REPRESENTATIVES

9.1 AMAPCEO may appoint up to two (2) workplace representatives authorized to represent AMAPCEO members and shall send their names to the Employer. AMAPCEO shall provide updates as workplace representative changes are made.

9.2 A workplace representative shall carry out their duties under Article 9.3 and 8.2 as expeditiously as possible 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 the workplace representative's area of responsibility:

- a) Providing information to employees on their terms and conditions of employment, including their rights and entitlements under this Agreement.
- b) Attending meetings at the request of the Employer or in accordance with Article 7 (Employee Right to Representation).
- c) Presenting a dispute in accordance with the Dispute Resolution Procedure (Article 17)

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 AMAPCEO activities outside of their working hours.

ARTICLE 10 - CHECK OFF OF UNION DUES

10.1 The Employer shall deduct from the wages/salaries of every employee covered by this 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 With each monthly dues payment the employer will provide a report to AMAPCEO indicating the name, dues, gender, work location, salary, employee class, employee status, employee number, acting position (if applicable).

Semi-annually, the Employer will provide a report to AMAPCEO:

- Complete names of the employees in respect of whom deductions have been made in bargaining unit positions and all employees in the bargaining unit even where no dues have been deducted (LTD, workers' compensation , unpaid leaves, Pregnancy or Parental etc.),
- gender,
- date of birth,
- the employee identification number,
- work unit name, work location (street address and floor), work city, work phone #,
- work email address,
- home address (street address, unit # if applicable, city, province, postal code),
- home phone number,
- employment status (active, leave, terminated),
- pay group,
- employee class (full-time, part-time, fixed term)
- home position,
- home position title,
- acting position where applicable,
- home position in another employee group where applicable,
- leave status where applicable (LTD, workers' compensation , unpaid leaves, Pregnancy or Parental etc.),
- continuous service date,
- benefit base salary (annualized pay rate used for calculating benefits such as insurance premiums), and
- any such other information as may be agreed upon by the parties.

The report will be forwarded in an encrypted electronic format unless otherwise agreed.

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 31st calendar day commence paying dues and be governed by the terms of the AMAPCEO collective agreement except that pensions and insured benefits, as well as job security entitlements, will continue to be governed by the rules applicable to the employee's home position.

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

ARTICLE 12 - PLACE OF WORK

12.1 Employees will work remotely (work from home). Employees do not have a permanently designated place of employment. The parties recognize that employees work across various time zones. Unless otherwise approved, Employees are normally required to work seven and a quarter paid hours a day (7.25), plus a half hour unpaid break (or two fifteen (15) minute breaks), for a total workday of seven and three-quarters hours (7.75). Employees are required to request and obtain consent prior to working beyond such normal hours of work. Employees are required to be available for business-related communications and for video conference meetings from 8:00 – 1:30 PT or the equivalent in the applicable time zone in which the employee resides. Employees will not relocate on an indefinite basis, or for any period longer than two (2) weeks, without four (4) weeks' prior written notice to the Employer. An employee's request to work from outside of Canada will not be approved.

12.2 Meetings between Employees, management representatives and/or AMAPCEO as required by this collective agreement or in the normal course of work shall take place by videoconference. Employees shall have their cameras on, unless in exceptional circumstances, in which case an employee may request consent to have it off and consent will not be unreasonably withheld.

ARTICLE 13 - HOME OFFICE SUBSIDY

13.1 The Employer will provide employees with hardware and software deemed necessary by the Employer to perform their work.

13.2 An employee shall be entitled to a home office subsidy of \$750.00 at onboarding to subsidize for home office setup expenses. The subsidy will be included in the first pay period and is taxable.

13.3 Each year, an employee shall be entitled to a home office subsidy of \$83.33 per month, to subsidize for remote working expenses. The subsidy will be paid monthly and is a taxable benefit.

ARTICLE 14 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEES

14.1 The objectives of the Employee Relations Committees shall include:

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

14.2 The Committee shall be comprised of four (4) members, with an equal number of

representatives from AMAPCEO and from the Employer. Each party may be accompanied by a resources person as needed.

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

14.2.2 The Committee shall have Employer and AMAPCEO Co-chairs and each party shall have one (1) vote on the Committee. Quorum for meetings shall be at least one (1) member from each of the Employer and AMAPCEO side of the Committee.

14.2.3 The Committee shall meet every second month or as otherwise agreed. The parties may agree to cancel the meeting.

14.3 The mandate of the Committee shall include the following:

- a) Issues arising from the administration of the collective agreement;
- b) Discussion of initiatives involving changes to the workplace affecting employees;
- c) Where AMAPCEO comments to the Employer at ERC on initiatives, the Employer shall review AMAPCEO's comments and respond.

14.4 Information of a confidential nature disclosed at the Committee will be kept confidential by AMAPCEO until the Employer authorizes the disclosure of the information; however, this shall not be construed as preventing AMAPCEO from consulting internally with respect to the matter.

14.5 AMAPCEO shall in no way be precluded from filing a dispute under Article 17 on issues that it chooses to attempt first to resolve through the process. Unless requested by either party, discussions at the Committee shall be without prejudice and shall not be relied upon by either party at mediation or arbitration.

14.6 Except as provided in article 14.6.1, not less than two weeks prior to a formal public announcement or announcement to employees of a decision involving changes to the workplace affecting AMAPCEO-represented employees, including transfers or dispositions or reorganizations, the Employer will disclose the decision to the President of AMAPCEO. The President will be provided with the information including the reasons for the decision, when the decision will be implemented, the number and locations of employees affected, and the impact, if any, on employees (layoffs, transfers, reclassifications, etc.). The Employer has the discretion to make the disclosure earlier than the two weeks set out above.

14.6.1 The Employer may provide less than two (2) weeks' notice in the case of emergencies.

14.6.2 Information provided under Article 14.6 or 14.6.1 will be kept confidential by AMAPCEO until the Employer authorizes the disclosure of the information; however, this shall not be construed as preventing AMAPCEO from consulting internally with respect to the matter.

14.6.3 AMAPCEO shall have one (1) week to provide comments but the Employer in its discretion may give more than a one (1) week period to respond.

ARTICLE 15 - BULLETIN BOARDS

15.1 Where requested by an AMAPCEO representative, the Employer will provide reasonable access to a portal for the purpose of enabling AMAPCEO to communicate with the membership.

ARTICLE 16 - CORRESPONDENCE BETWEEN THE EMPLOYER AND AMAPCEO

16.1 Notice or correspondence required under this Agreement shall be provided to the President of AMAPCEO at the following email address: disclosure@amapceo.on.ca

ARTICLE 17 - DISPUTE RESOLUTION PROCEDURE

17.1 Statement of Intent

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

17.2 Informal Resolution Stage

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

17.3 Formal Resolution Stage

17.3.1 If the complaint is not resolved to the satisfaction of the employee through the informal resolution stage, AMAPCEO, on behalf of the employee, may submit a dispute in writing to the manager, for transmittal to the designated management representative, within twenty (20) days after the circumstances giving rise to the complaint have occurred, or have come or ought reasonably to have come to the attention of the employee.

17.3.2 One or more designated management representative(s) shall hold a meeting with AMAPCEO and the employee within fifteen (15) days of the submission of the dispute at the Formal Resolution Stage and shall give the representative of AMAPCEO present at the meeting and the employee a decision in writing, within ten (10) days of the meeting. Unless otherwise agreed between the parties, all meetings held under this article will be done by videoconference.

17.4 Referral to Arbitration

If the dispute is not resolved at the Formal Resolution Stage, AMAPCEO, on behalf of the employee, may submit the dispute in writing to arbitration under Article 17.12 within fifteen (15) days of the date that the representative of AMAPCEO present at the meeting received the decision at the Formal Resolution Stage. In the event that no decision in writing is received in accordance with the specified time limits at the Formal Resolution Stage, AMAPCEO may submit the dispute to arbitration, within fifteen (15) days of the date that the designated management representative was required to give the decision in writing in accordance with the Formal Resolution Stage.

17.5 General

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

17.5.1 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.

17.5.2 Article 17.5.1 shall also apply to the AMAPCEO representative who is authorized to represent the employee.

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

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

17.5.5 The Employer shall not take any reprisals against an employee for initiating or pursuing a dispute pursuant to this Article.

17.6 The Employer may also file a grievance against AMAPCEO under the herein procedure regarding a dispute under the herein Agreement.

17.7 Group Dispute

In the event that more than one (1) employee has the same dispute, and such employees would be entitled to file a dispute, AMAPCEO shall be entitled to present a group dispute in writing, signed by such employees, to the Manager, Employee and Labour Relations, or their designate at the Formal Resolution Stage, within twenty (20) days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of these employees. In such cases, no more than three (3) complainants may be in attendance at each stage unless otherwise mutually agreed.

17.8 AMAPCEO Dispute

Where a dispute arises between the Employer and AMAPCEO, AMAPCEO shall be entitled to file an AMAPCEO dispute at the Formal Resolution Stage of the dispute resolution procedure with the Manager, Employee and Labour Relations, or their designate, provided it does so within twenty (20) days after the circumstances giving rise to the dispute have occurred or have come or ought reasonably to have come to the attention of AMAPCEO.

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

17.9 Discharge, Suspension and Demotion Disputes

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

17.10 Joint Review Process (JRP)

The Joint Review Process (JRP) is an integral part of the dispute resolution mechanism. The parties agree to meet at least every three (3) months, unless mutually agreed otherwise:

- 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.

17.11 Classification Dispute

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 at the Informal Resolution Stage, and to have that dispute processed through the Informal Resolution Stage and the Formal Resolution Stage of the dispute resolution process contained in Article 17.2, 17.3, and 17.3.1 The employee shall specify in their complaint what classification they claim.

17.11.1 All agreements reached under this Dispute Resolution Procedure between the Employer and AMAPCEO will be final and binding upon the Employer, AMAPCEO and the employee(s) involved.

17.12 Arbitration Provisions

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.

17.12.1 An employee who has initiated a complaint and for whom AMAPCEO makes an application for a hearing before an arbitrator, or the Ontario Labour Relations Board or equivalent in the relevant province or territory, 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 or the Board. This Article shall also apply to pre-hearings, settlement meetings, mediation/arbitration or mediation under the auspices of a mediator or adjudicator.

17.12.2 AMAPCEO and the Employer agree that all complaints arising under Article 15 that are referred to arbitration shall be determined by an arbitrator sitting alone.

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

17.12.4 The parties may agree to refer any complaint to a mediator/arbitrator who shall have all the powers of an arbitrator under the *Labour Relations Act, 1995* (Ont.), or the equivalent legislation in the relevant province or territory, including the powers of a mediator/arbitrator under the *Labour Relations Act, 1995* (Ont.) or equivalent, and the decision of the mediator/arbitrator shall be final and binding upon the parties.

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

ARTICLE 18 - SENIORITY/CONTINUOUS SERVICE

18.1 All employees of the Ontario Public Service (OPS) who accepted job offers with the Employer will be credited with seniority/continuous service dating back to their original date of hire with the OPS. All other employees will be credited with seniority/continuous service dating back to their date of hire by the Employer once they have served the probationary period.

- a) for a fixed term employee appointed to a permanent full-time position, from the date established by adding the actual number of full-time weeks worked during the employee's full-time employment back to the first break in employment that is greater than thirteen (13) weeks. When calculating seniority in this situation, a period of part time fixed term employment shall neither constitute a break in service nor be counted towards seniority except that any full-time weeks worked during such part time employment shall be calculated into the employee's seniority; or
- b) for a fixed term employee appointed to a permanent part time position, the greater seniority of:
 - i. the date the employee commenced a period of unbroken, part-time employment in the fixed term service, immediately prior to appointment to a permanent part time position; or
 - ii. the actual number of full-time weeks worked as a full-time fixed term employee calculated pursuant to Article 18.1 a) above.

Notwithstanding the above, subject to Article 29, seniority is not credited until completion of the probationary period.

18.1.1 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.

18.2 An employee's seniority/continuous service shall accumulate from the date determined in Article 18.1 and shall include the period of service during which an employee:

- a) is in receipt of LTD or workers' compensation benefits pursuant to the legislation in the applicable province or territory;
- b) is absent on any authorized leave with pay;
- c) is absent on pregnancy or parental leave;
- d) is absent on any authorized leave without pay of thirty (30) calendar days or less;
- e) is absent on leaves under the employment standards legislation in the applicable province or territory.

18.2.1 Except for the situations described in Article 18.2, 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 the employee's seniority/continuous service. However, periods of service immediately before and after such absence shall be considered continuous and shall be included in determining seniority/continuous service.

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

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

18.2.2 Notwithstanding Article 18.1 b), where a permanent part time employee becomes a permanent full-time employee, any service as a part time employee which forms part of the employee's unbroken service shall be calculated according to the following formula:

$$\left(\frac{\text{Weekly hours of work as a Part time} * \text{Years of continuous Service as a Part time}}{\text{Full-time weekly hours}} \right)$$

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 permanent part time employee = 2.5 years at 16 hours per week;
- Full-time hours (weekly) = 36.25 hours

- Seniority/Continuous Service Date on becoming a full-time employee =

$$\frac{(20 \times 6 \text{ years})}{36.25} + \frac{(16 \times 2.5 \text{ years})}{36.25}$$

= 3.3 years + 1.1 year = 4.4 years (as of date of becoming a full-time permanent employee)

18.3 Where an employee has been laid off in accordance with Article 29 (Job Security) and obtains a position as provided for under Article 29 within eighteen (18) 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 the employee's seniority/continuous service.

18.4 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 17 or 18; or
- c) an employee has abandoned their position under Article 24 (Abandonment of Position); or
- d) an employee is released in accordance with Article 29 (Job Security) and remains released for more than eighteen (18) months.

ARTICLE 19 - PROBATIONARY PERIOD

19.1 There shall be a probationary period of not more than twelve (12) months from the date of employment for employees with no prior service with the Employer. 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.

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

19.3 Where an employee is appointed to a permanent position and has worked more than twenty-four (24) hours per week on a continuous basis for three (3) consecutive months immediately prior to appointment to the permanent position, the time the employee actually worked within the previous year may be considered to be part of their probationary period to a maximum of six (6) months.

19.4 Notwithstanding Article 19.3, where an employee is appointed to a permanent part-time position and has worked at least the required number of hours per week for the permanent position on a continuous basis immediately prior to the employee's appointment to the permanent part time position, the time the employee actually worked within the previous year may be considered to be part of their probationary period to a maximum of six (6) months.

ARTICLE 20 – RECRUITMENT - POSTING AND FILLING OF POSITIONS

Posting and Filling of Permanent Positions

20.1 When a vacancy occurs for a permanent bargaining unit position or a new permanent position is created in the bargaining unit, it shall be advertised for at least ten (10) days prior to the established closing date. Notices of vacancies shall be posted, within the identified area of search, either electronically, or on bulletin boards. The Employer will ensure that AMAPCEO is provided with all job postings when the jobs are posted.

20.2 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 permanent (including duration); bargaining unit status; hours-of-work schedule; travel requirements for the position; and closing date for the competition.

20.3 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.

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

20.4 An existing employee who applies for a position and is invited to attend an interview shall be granted time off with no loss of pay and with no loss of credits to attend the interview.

20.5 The Employer will ensure that all postings are accessible to employees on approved leaves of absence and in accordance with 29.9 to former employees on recall. In addition, article 29.9 will be deemed to apply to those employees who have accepted pay in lieu of notice under article 29.5.2.4.

20.5.1 Pursuant to this Article, the Employer will provide accessible electronic information on job postings. For greater clarity, this does not include the provision of computers or other electronic equipment to employees, or similar electronic access points in the workplace. Employees without equipment, as otherwise provided by the Employer, bear the responsibility for accessing the electronic information on their own.

20.6 Unfair competition complaints shall be processed in the same way as other complaints under Article 17, 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 17 has been followed. This includes, but is not limited to, whether the Employer 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 20.
- 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 20.6 (a), where a competition complaint involves the

application of Article 20.3.1, 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-bargaining unit applicant incorrectly awarded the job.

Temporary Assignments

20.7 Where an employee is assigned temporarily to a position Article 20 (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
- b) the specific dates of the term are established at least two (2) months in advance of the commencement of the temporary assignment.

20.7.1 Where an assignment was not posted pursuant to Article 20.7, 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.

20.7.2 The provisions of Article 20.1 to 20.6 shall apply where an employee is temporarily assigned in accordance with the provisions of Article 20.7 and 20.7.1.

Exceptions from the Requirements to the Posting and Filling of Positions

20.8 Vacancies may be filled without competition under the following circumstances:

- a) within twelve (12) months of the conclusion of a previous competition for similar positions, where the Employer offers the vacancy to the most qualified applicant as determined in the previous competition who has not yet accepted the position, and continuing, if necessary, in descending order of qualification. For clarity, similar vacancies will be considered as positions in the same functional group, within the same salary classification level. A similar position includes a temporary vacancy arising after a competition for a permanent position.
- b) Where a vacancy is filled pursuant to this clause, the Employer shall provide AMAPCEO with the names of the AMAPCEO members who were interviewed in the previous competition.

20.8.1 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 the employee's position is re-evaluated and reclassified.

and the provisions of Articles 20.1 to 20.5.1 shall not apply.

20.8.2 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 20 and the incumbent shall retain the position.

20.9 Permanent Employees Acting in Temporary Positions

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

20.9.1 Where the Employer has determined that it will convert a position in accordance with Article 20.9 and where the position has been filled through a competitive process, the Employer shall, with the employee's agreement and subject to requirements of Article 29, 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 21 - PAY ADMINISTRATION FOR PERMANENT EMPLOYEES

21.1 Pay Administration on Promotion

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

21.1.1 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 the employee is assigned.

21.2 Pay Administration on Lateral Transfer

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.

21.3 Pay Administration on Voluntary Demotion

When an employee competes for and wins a competition for a permanent position with a lower maximum salary, 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, the employee shall be paid the maximum of the new salary range.

21.4 Pay Administration on Reclassification

Where the duties of an employee are changed as a result of reorganization, or reassignment of duties and the position is reclassified to a classification with a lower maximum salary, an employee who occupies the position when the reclassification is made is entitled to maintain their current

salary as long as the person remains in the position and, in addition, is entitled to salary progression based on merit to the maximum salary of the lower classification. Where the employee's current salary is above the maximum of the new classification, the employee shall maintain their current salary until the maximum of the new classification is at or above the employee's current salary.

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

21.4.2 Where 21.4 and 21.4.1 apply, the employee shall retain their anniversary date.

21.4.3 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 21.1.

21.5 **Pay Administration for Temporary Assignments**

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 days, the employee shall be paid acting pay from the day they commenced to perform the duties of the higher classification. Such an employee shall receive an increase of at least three percent (3%); however, in no case shall the resulting salary be less than the minimum of the higher classification.

21.5.1 Notwithstanding Article 21.5, acting pay shall not exceed the maximum of the salary range of the higher classification.

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

21.5.3

- 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 the employee in the position from which they were assigned, the employee shall be paid within the range of the lower classification to which they were assigned after the expiration of ten (10) consecutive 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, the employee shall continue to be paid at the same salary as their home position.

21.5.4 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 22 - DISCIPLINE AND DISCHARGE

22.1 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.

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

22.3 It is understood that nothing in Article 22 confers on a probationary employee any right to grieve or arbitrate their dismissal.

ARTICLE 23 – PERSONNEL FILES AND DISCIPLINARY RECORDS

23.1 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.

23.2 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.

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

23.3 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.

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

23.5 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 24 - ABANDONMENT OF POSITION

24.1 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.

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

ARTICLE 25 - LEAVES OF ABSENCE

25.1 General

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

- a) have the right to return to their position at the end of such leave unless that position has been eliminated during the employee's absence in which case the employee shall have all rights and entitlements in accordance with Article 29;
- b) on returning to work, be paid at the level in the salary classification level the employee attained when the leave commenced;
- c) remain subject to applicable conflict of interest provisions.

25.1.1 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.

25.1.2 During leaves of absence with pay, employees will continue to be eligible for enrollment in insurance benefit plans in accordance with the plan terms. The Employer and employee will continue to pay the applicable premiums.

25.1.3 Subject to the plan terms, where the continued coverage by benefit plans is not a part of a particular leave of absence, the employee may be entitled to continue enrollment in any or all of the employee's 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 Disability 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 the employee's designated human resources contact.

25.2 Leaves Without Pay

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.

25.2.1 Subject to 25.2, 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.

25.2.2 Subject to 25.2, the Employer agrees to provide extended educational leave without pay and without accumulation of credits, for periods of a maximum of one (1) school year in any five (5) year period, upon at least six (6) months' notice, and conditional upon (a) proof of enrolment in a recognized public university or college program; and (b) the program being relevant to the Employer's operations. The Employer, in its sole discretion, may agree to further leaves beyond one (1) school year in the five (5) year period.

25.2.3 Subject to any minimum employment standards legislation, an employee granted an unpaid leave of absence pursuant to Article 25.2 shall not accrue credits or be covered by benefits plans during such leave, if the leave is greater than one (1) calendar month.

25.3 Special, Religious or Compassionate Leave

The Employer shall grant an employee a leave of absence with pay for not more than five (5) days in a year for special or compassionate purposes, including leaves for the purposes of meeting family obligations, household and/or domestic emergencies, cultural purposes, and/or religious accommodation.

25.3.1 An employee granted a leave of absence pursuant to Article 25.3 shall accrue credits and be covered by benefit plans during such leave.

25.4 Jury or Witness Duty Leave

Where an employee is absent by reason of a summons to serve as a juror or a subpoena as a witness, the employee will continue to receive their salary but will pay to the employer any fee they receive as a juror or as a witness.

25.4.1 An employee shall accrue credits and be covered by benefits plans during such leave.

25.5 Bereavement Leave

A full-time employee shall be allowed up to three (3) 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 family member.

25.5.1 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.

25.5.2 An employee granted a leave of absence pursuant to Article 25.5 shall accrue credits and be covered by benefit plans during such leave.

25.6 Employment Standards Legislation Leaves

An employee is entitled to all other leaves not covered by this Article. For clarity, leaves in this Article are inclusive of, not in addition to, the corresponding equivalent leave to which an employee is entitled in accordance with the employment standards legislation in the applicable province and territory.

ARTICLE 26 - PREGNANCY LEAVE, PARENTAL LEAVE AND EMPLOYMENT INSURANCE TOP-UP

26.1 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 26.7.
- "pregnancy leave" means a leave of absence under Article 26.2
- "weekly pay", in respect of an employee on a leave of absence referred to in Article 26 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.

26.2 Pregnancy Leave:

The Employer shall grant a leave of absence without pay in accordance with the relevant employment standards legislation in the applicable province and/or territory, to an employee who is pregnant and who started their service with the Employer at least thirteen (13) weeks before the expected birth date.

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

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

26.5 Where the pregnancy leave of an employee who is not entitled to take parental leave, the

pregnancy leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is twelve (12) weeks after the birth, still-birth or miscarriage of the child.

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

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

26.7 Parental Leave:

The Employer shall grant a leave of absence without pay in accordance with the relevant employment standards legislation in the applicable province and/or territory, to an employee who has at least thirteen (13) weeks service with the Employer and who is the parent of a child.

26.7.1 Parental leave may begin,

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

26.7.2 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.

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

26.7.4 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.

26.8 Employment Insurance Top-up:

Employees who are entitled to pregnancy and/or parental leave in accordance with the relevant employment standards legislation in the applicable province and/or territory, and who provide the organization with proof of receipt of employment insurance benefits pursuant to the Employment

Insurance (EI) Act shall be paid an allowance in accordance with the Supplementary Benefit Plan as follows:

- Standard EI waiting period Top-up – employees will receive payment equal to one hundred (100%) of their weekly rate of pay for the employee’s classification, less statutory deductions during the EI waiting period and shall also include any increase in salary that the employee would have attained had they been at work during the leave of absence as they are, or would have been implemented.
- Pregnancy and/or Parental Leave Top-up –for thirty-two (32) weeks during their pregnancy and/or parental leave, employees will receive payment equal to the difference between the sum of the weekly Employment Insurance Benefits the employee receives for the week and ninety five (95%) of their weekly rate of pay for the employee’s classification and shall also include any increase in salary that the employee would have attained had they been at work during the leave of absence as they are, or would have been implemented.

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

Notwithstanding any other article in this agreement, vacation credits and seniority continue to accrue during pregnancy leave (Article 26.2) parental leave (Article 26.7) and extended leaves (Article 26.10 and 26.11). Continuous service for severance accrues during pregnancy and parental leave except during the last six (6) weeks of unpaid leave following parental leave for a parent who is not eligible for pregnancy leave or adoptive parent.

26.9 **Benefit Plans:**

During pregnancy leave, parental leave and extended leave, an employee who participates in the Benefit Plans referred to in Articles 34 shall continue that participation unless the employee elects 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 parent who is not eligible for pregnancy leave or adoptive parent.

26.9.1 Unless an employee gives the Employer written notice referred to in Article 26.9, the Employer shall continue to pay the premiums for the Benefit Plans in Article 34 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.

26.10 Pregnancy plus Parental Leave: An employee on pregnancy leave is entitled to a parental leave of absence of up to sixty-one (61) weeks.

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

26.11 Extension of Parental Leave:

Except for an employee to whom Article 26.10 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.

26.11.1 An employee returning to work after pregnancy leave, parental leave or extended leave referred to in Article 26.11 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.

26.12 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 26.2, 26.7, 26.11

26.13 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 25.2 (Leaves without pay), for up to the following periods:

- a) seventy-eight (78) weeks for an employee who would otherwise be eligible for pregnancy leave and parental leave under Articles 26.2 and 26.7; and,
- b) sixty-nine (69) weeks for an employee who would otherwise be eligible for parental leave and extended leave only, under Articles 26.7 and 26.11.

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 27 - HEALTH AND SAFETY

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

safety of all employees.

ARTICLE 28 - TECHNOLOGICAL CHANGE

28.1 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 AMAPCEO. Such notice will be provided in writing, no less than ninety (90) calendar days prior to the implementation of the technological change. This ninety (90) calendar day period shall not extend any other notice to be given under this Agreement and may run concurrently with any such other notice.

28.2 In order to minimize adverse effects of technological change on employees under Article 28.1, issues of reassignment and/or training of affected employees will be referred for resolution to the ERC.

ARTICLE 29 - JOB SECURITY AND LAYOFF

29.1 Application

This Article applies to all permanent employees in the AMAPCEO bargaining unit with the following exception:

- a) Probationary employees who have worked at least six (6) months shall have all rights under this Article except bumping rights. Nothing in this Article shall be deemed a recognition of seniority or continuous service for probationary employees for other purpose;
- b) Bumping and any other option available to permanent part-time employees to access positions on layoff shall be restricted to permanent part-time positions.

29.2 Layoff - Notice to the Union

Where the Employer determines that a layoff is necessary the Employer shall provide notice and disclosure to AMAPCEO in accordance with Article 14 of the Agreement. For the purposes of this Article, a layoff includes the elimination of a position as it is constituted at the time of the layoff. Once such notice and disclosure are given, the Employer and AMAPCEO shall meet to discuss the implementation of the layoff and whether there are measures that could be undertaken to avoid or minimize the need for any such layoffs.

29.3 Order of Layoff

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

ability to perform the available work.

29.4 Advance Notice Meeting and Voluntary Exit

Not less than ten (10) working days prior to the Employer issuing written layoff notice(s) as described in Article 29.5, employees whose positions will be eliminated will be given advance notice of the layoff in a meeting with the Employer. After the advance notice meetings, employees within the same Salary Classification Level will be advised in writing of the position(s) being eliminated. Within five (5) working days of this advance notice, any employee(s) within the same Salary Classification Level may offer to voluntarily exit from their employment. If there are more volunteers than positions from which to exit, seniority will govern who can voluntarily exit, provided that the remaining employee(s) has (have) the required knowledge, skills, and ability to perform the available work. The employee who offers to voluntarily exit shall be entitled to voluntarily exit and to full notice and a severance package pursuant to Article 29.5.2.1 through 29.5.2.4, 29.7 and 29.7.1. if the employee who would otherwise have received the notice of lay-off has the required knowledge, skills and ability to perform the available work. Employees who are permitted to exit voluntarily shall leave no later than thirty (30) working days after the acceptance of their voluntary exit offer by the Employer unless another arrangement is mutually agreed upon.

29.4.1 The advance notice meeting under Article 29.4 shall occur before the notification to employees within the same Salary Classification Level are advised of the positions being eliminated. When an employee is to receive a notice of layoff the Employer will notify AMAPCEO of the time and place of the advance notice meeting.

29.5 Layoff - Notice to the Employee

Employee(s) affected by the layoff shall be given a minimum of three (3) months' written notice of the date of layoff . The notice shall advise the employee(s) in writing of all the option(s) in accordance with Article 29. AMAPCEO shall be copied on all notices issued to the employee. The written notice shall be sent to the work emails of the affected employee(s) who are actively at work, or by another means whereby receipt of such written notice is confirmed by the deliverer if the employee is not actively at work for any reason.

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

Accept pay in lieu, in which case item 2, does not apply;

Work, or remain available to work at the employer's election, all or part of the notice period and remain eligible:

- a) to exercise bumping rights;
- b) to be recalled;
- c) to be assigned into vacant positions without competition.

29.5.2 Employees may exercise the above options as follows and as further set out below:

Option 1: Pay-in-lieu

29.5.2.1 Employees shall be eligible to accept full pay-in-lieu if the employee indicates their acceptance of this option within ten (10) days of the advance notice meeting in Article 29.4. However, an employee who receives a notice of layoff who does not accept a pay-in-lieu option within the ten (10) day period of the advance notice meeting, may during the notice period indicate that they wish to take a pay-in-lieu option in which case the pay-in-lieu option chosen shall be prorated based on the employee's last day of work.

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

- i. **a lump sum** of three (3) months' pay, plus severance as provided for in Article 29.7 payable as soon as possible but not later than three (3) pay periods following acceptance of the pay-in-lieu option. An employee who elects to be paid in a lump sum shall not receive insured benefits or the monetary value of same. Where an employee accepts a pay-in-lieu option pursuant to this Article, the employee's last day at work shall be five (5) working days after the employee advises the Employer of the acceptance of a pay-in-lieu option, or such other period as the employee and the Employer shall agree.
- ii. **continuance of salary plus benefits** for the duration of the notice and severance period calculated from the last day of work until the end of the notice and severance period. An employee who receives salary continuance shall receive all insured benefits except Short Term Disability and Long-Term Disability throughout the period of salary continuance. In addition, the employee and the Employer shall continue to make pension contributions, subject to the terms of the Employer's pension plan.

29.5.2.3 Where the employee advises the Employer of preferences for payment under Article 29.5.2.2 to ensure tax-effective treatment, the Employer will comply subject to requirements at law.

29.5.2.4 Where an employee accepts a pay-in-lieu option pursuant to this Article, any further entitlements under this Agreement are forfeited with the exception of labour and adjustment training under Article 29.11 and that the employee will be eligible to apply for internal competitions from the last day of work until eighteen (18) months from the date on which layoff would otherwise have occurred.

Option 2: Assignment into vacant positions and bumping

Assignment into vacant position:

29.5.2.5 Once an employee is notified of a layoff pursuant to Article 29.4.1, they are eligible to be considered for any job vacancies that arise before any other bargaining unit employees not subject to layoff and before any non-bargaining unit employees. At the time of providing notice of layoff and throughout the notice period, the Employer shall identify any vacant positions within the bargaining unit. An employee who receives notice of layoff and who wishes to be considered for assignment into a vacant position shall provide the Employer with an up-to-date resume within

the first two (2) weeks of the notice period. Such employees shall be offered, in order of seniority, assignment into any such vacant positions for which they have the required knowledge, skills and ability. No vacancy shall be posted during this period until it has been determined that no employee is eligible to be assigned to a vacant position under this Article. Any employee who is offered a position pursuant to this Article shall advise the employer whether they accept the offer within two (2) weeks of receiving the offer.

29.5.2.6 In the event that the employee accepts a temporary position pursuant to 29.5.2.5 they continue to be eligible for assignment into a permanent position. Where no permanent position becomes available during the term of the temporary assignment, the employee shall be laid off at the end of the temporary assignment or the end of the notice period, whichever comes later.

An employee who accepts an assignment into a vacancy with a maximum salary that is lower than their current salary classification level shall retain their existing salary until the expiration of the notice period, after which the pay administration rules in Article 21 apply.

Bumping

29.6 An employee identified for layoff is eligible to bump another employee with less seniority in their own or in the next lower Salary Classification Level as long as the employee has the required knowledge, skills and ability to perform the work of the position.

29.6.1 Within five (5) days of the advance notice meeting under Article 29.4 the Employer will identify any bumps available. An employee who wishes to exercise bumping rights shall provide the Employer with an up-to-date resume within five (5) days of the employer's notification of available bumps and at the same time indicate their interest in a position. The employer will advise of its decision on eligibility for bumps available within five (5) days of receiving the employee's statement of interest. The employee will have five (5) days to accept or decline the bump(s) identified by the Employer.

29.6.2 An employee who accepts a bump to a lower Salary Classification Level shall have the right to be reinstated to their previous Salary Classification Level if a position becomes available within 24 (twenty-four) months from the date of acceptance of the lower-level position and provided they have the required knowledge, skills, and ability to perform the available work.

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

29.6.4 An employee who bumps to a position in a lower Salary Classification Level in accordance with this Article shall retain their current level of pay for the notice period.

29.6.5 An employee who does not exercise bumping rights or take a pay-in-lieu option and does not accept an assignment into a vacancy shall be laid off at the end of the notice period and receive severance pay in accordance with Article 29.7. Unless otherwise provided for in this Agreement, severance is payable to the employee one pay period following the date of layoff or such later date as is mutually agreed upon.

29.7 Severance

The severance entitlement of employees pursuant to this Agreement shall be two (2) weeks' salary for each year of completed service for which they have not previously received severance pay. Partial years of service shall be pro-rated. Severance payable under this provision shall be deemed inclusive of, not in addition to, severance entitlements which may exist under the *Employment Standards Act, 2000*, or any other applicable legislation.

29.7.1 Severance is payable in a lump sum or as salary continuation, at the employee's election, as described in Article 29.5.2.2 above (OPTIONS re PAY IN LIEU).

29.8 Recall Rights

Employees who are laid off shall retain recall rights for eighteen (18) months. Laid off employees with recall rights shall be given recall notices in the order of seniority to the same permanent position that the laid off employee held prior to any notices of layoff being issued, or to any other different vacant permanent position within the same or one (1) lower Salary Classification Level provided they have the required knowledge, skills, and ability to be eligible for the different position.

29.8.1 Employees retain the right to refuse recall to a position that is in a lower Salary Classification Level than the position that they were laid off from and will remain available for recall to a position in the same Salary Classification Level from which they were laid off. An employee shall advise the Employer of their acceptance or rejection of recall within five (5) days of receiving the recall notice. Recall rights continue until the employee twice refuses recall to a position in a lower Salary Classification Level, refuses recall to a position in the same Salary Classification Level from which they were laid off, or until eighteen (18) months after layoff, whichever occurs first.

29.9 Access to Internal Postings

Laid off employees available for recall shall also be eligible to apply as internal applicants for all positions under Article 20 (Recruitment) and shall be notified of any such postings via email. An employee who wishes to receive such notification shall provide the Employer with their current email address.

29.10 Employee Home Address

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

29.11 Labour Adjustment and Training

Employees who have accepted pay-in-lieu shall be eligible for an allowance of up to \$1500 for

education, training or job search, upon production of receipts from an approved educational program or a career counselling or job search provider, within eighteen (18) months of the last day worked.

ARTICLE 30 - PROFESSIONAL DUES

30.1 The Employer will reimburse the full cost of annual professional licensing dues for full-time permanent pCPA Corporation employees who are pharmacists or chartered professional accountants and are required to maintain such designations as a condition of their employment. Reimbursements for professional licensing fees must be directly relevant to the employee's current job requirement (e.g., pharmacy professionals and chartered professional accountants).

ARTICLE 31 - OTHER BENEFITS

31.1 The Employer will provide employees with \$500.00 per year for fitness equipment, activities, and/or memberships. The health and fitness benefit will be paid each pay period and is taxable.

ARTICLE 32 - HOLIDAYS

32.1 An employee shall be entitled to the following holidays:

- a)
 1. New Year's Day,
 2. Family Day,
 3. Good Friday,
 4. Easter Monday,
 5. Victoria Day,
 6. Canada Day,
 7. Civic Holiday,
 8. Labour Day,
 9. National Day for Truth and Reconciliation,
 10. Thanksgiving Day,
 11. Remembrance Day,
 12. Christmas Day,
 13. Boxing Day.
- b) No less than six (6) half-day holidays scheduled at the Employer's discretion;
- c) No less than five (5) full day holidays scheduled at the Employer's discretion; and
- d) Public holidays specific to a province or territory that applies only to employees of that province or territory.

In addition, an employee shall be entitled to one (1) floater day scheduled at their own discretion.

The annual pCPA holiday calendar shall be distributed to all employees each December preceding the year to which it applies, and shall describe the dates for the relevant year on which the holidays fall.

32.2 Where a holiday specified in Article 32.1 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.

32.3 Where an employee is scheduled to work on one of the holidays listed in Article 32.1 and is unable to do so because of illness, or absence on Workers' Compensation, there will be no deduction from the employee's sick leave or accumulated credits, and the holiday will be deemed to have been taken.

32.4 Where one of the holidays listed in Article 32.1 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.

32.5 An employee required to work on any holiday specified in Article 32.1 which is a statutory holiday in the relevant province or territory will be entitled to a compensating day as a holiday in lieu thereof, or their entitlement under the relevant employment standards legislation dealing with pay for work on a statutory holiday, whichever is greater.

32.6 An employee required to work on any holiday specified in Article 32.1 which is not a statutory holiday in the relevant province or territory, will be entitled to a compensating day as a holiday in lieu thereof.

ARTICLE 33 - VACATION

33.1 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' vacation.

33.2 An employee is entitled to vacation credits under Article 33.1 in respect of a month or part thereof in which the employee is at work or on leave of absence with pay.

33.3 An employee is not entitled to vacation credits under Article 33.1 in respect of a whole month in which the employee:

- a) is on leave of absence without pay; or
- b) receives long-term disability benefits unless the employee is on a graduated return to work whether supplemented or not by long-term disability benefits, in which case the employee will accrue vacation credits pro-rated to the number of hours worked during the return-to-work period.

33.4 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* (Ont.), or analogous applicable legislation, they shall continue to accrue vacation credits for the full period of such leave.

33.5 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.

33.6 An employee may carry over fifteen (15) days of their vacation entitlement to the following calendar year and shall be required to reduce the accumulated vacation credits to no more than fifteen (15) days by December 31 of each year, failing which the employee will lose any accumulated but unused entitlement.

33.7 Where an employee is prevented from reducing their accumulated credits under Article 33.6 as a result of,

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

the Employer shall grant to the employee, at their request, a leave of absence with pay to replace the vacation credits.

33.8 An employee commencing employment during the year shall be credited at that time with vacation credits calculated in accordance with Article 33.1, prorated for the balance of the calendar year.

33.9 Subject to receiving pre-approval by email from the employee's supervisor, which pre-approval shall not be unreasonably denied, an employee may take vacation to the extent of their vacation entitlement and their accumulated vacation credits, which shall be reduced by the vacation taken. In considering the employee's vacation request, the Employer may have regard to business requirements.

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

33.11 Where an employee leaves the Employer prior to the completion of six (6) months of

continuous service, the employee is entitled to vacation pay at the rate of four (4) per cent of the earnings of the employee during the period of their employment.

33.12 An employee who has completed six (6) or more months of continuous 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.

33.13 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 Disability plan.

33.14 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 33.1.

33.15 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 any salary to which the employee is entitled.

ARTICLE 34 - BENEFIT PLANS FOR FULL-TIME EMPLOYEES

34.1 The Employer agrees, during the term of the Collective Agreement, to continue to provide and pay 100% of the premium costs for group insurance benefits, including health and dental benefits, as well as Life Insurance, and Short and Long-Term disability coverage, subject to the terms and conditions of the applicable benefit plans.

34.2 The benefits provided are summarized in the current "Benefits Booklet", which the employer will make available to each employee upon hiring or thereafter upon request. The Company can change the benefits carrier, provided the benefits remain substantially similar to those currently provided. Should the Company change carriers they will notify the Union and the employees no less than thirty (30) days prior to the change.

34.3 The Employer's sole responsibility with respect to group insurance benefits is limited to the payment of the benefit premiums. Subject to 34.2, the parties agree that any decision by the insurer as to eligibility to participate in the benefit plan, or entitlement to benefits is not a proper grievance and that an arbitrator shall not have jurisdiction to adjudicate such dispute.

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

ARTICLE 35 - SICK AND MEDICAL LEAVE

35.1 A full-time employee who is unable to attend to their duties due to sickness/injury or due to a medical/dental appointment is entitled, in each calendar year, to a leave of absence with regular salary for eighteen (18) working days.

These eighteen (18) working days will be credited on January 1 of each calendar year. An employee starting after January 1 will be granted pro-rated credits for the remainder of the calendar year. Unused sick days will be forfeited at the end of the calendar year without pay.

ARTICLE 36 - WORKERS' COMPENSATION

36.1 Where an employee is absent by reason of an injury or occupational disease for which a claim is made under the applicable provincial or territorial workers' compensation legislation,—the employee's salary shall continue to be paid for a period not exceeding thirty (30) regularly scheduled working days. If a loss of earnings award is not made, any salary paid in excess of that to which the employee is entitled under Article 35 shall be an amount owing by the employee to the Employer.

36.2 Where a loss of earnings award is made under the applicable provincial or territorial workers' compensation legislation, to an employee that is less than the regular salary of the employee, and the employee has accumulated credits, their regular salary shall be paid if the employee so chooses, and the difference between the regular salary paid and the compensation awarded shall be converted to its equivalent time and deducted from their accumulated credits (vacation, time-in-lieu and attendance credits).

36.3 Where an employee receives a loss of earnings award under the applicable provincial or territorial workers' compensation legislation, the Employer will continue to pay premiums for Basic Life, Supplementary Health and Hospital and the Dental Plan. The Employer will also continue to make Pension payments, for the period during which the employee is receiving the loss of earnings award, if the employee continues to pay their share.

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

ARTICLE 37 - ENTITLEMENT ON DEATH

37.1 Where a permanent employee who has served for more than six (6) months dies, there shall be paid to the employee's personal representative or if there is no personal representative to such person as the Public Service Commission or analogous authority in the applicable jurisdiction determines, the sum of one-twelfth of the employee's annual salary.

ARTICLE 38 - MEAL ALLOWANCE

38.1 Reimbursement rates for meals incurred shall be in accordance with the applicable Treasury Board of Canada rates.

38.2 To the extent that the provisions of this article are improved , then those amounts will apply.

ARTICLE 39 - KILOMETRIC RATES AND USE OF PRIVATE VEHICLE

39.1 If an employee uses their own vehicle on the Employer's business, the employee shall be reimbursed at the applicable Treasury Board of Canada rate, and paid monthly.

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

ARTICLE 40 - SALARY

40.1 The across the board salary increases for each of the following years are:

- April 1, 2024: 3%
- April 1, 2025: 3
- April 1, 2026: 3
- April 1, 2027: 2.5%

These salary increases are reflected in Salary Schedule A.

ARTICLE 41- MERIT

41.1 Effective April 1 of each year, a merit increase for a twelve (12) month work cycle shall be processed in an amount of 0-5% of the employee's salary at the discretion of the Employer. An employee's merit increase for satisfactory performance shall be 3 percent (3%) of their salary.

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

ARTICLE 42 - HOURS OF WORK

42.1 The hours of work shall be 36.25 hours per week, Monday to Friday (7.25 hours per day), as described in Article 12 (Place of Work).

42.2 Where the Employer authorizes an employee to work in excess of 7.25 hours on a regularly scheduled work day, the employee shall receive, subject to any minimum entitlement for overtime in the employment legislation in the applicable province or territory:

- a) compensating leave or pay in lieu, at the employee's election, of one (1) hour for each hour worked between 36.25 hours and 44 hours (inclusive) or its equivalent under the legislation of the relevant province or territory, per work week, in respect of the total hours worked during the week on regularly scheduled work days; and
- b) compensating leave or pay in lieu, at the employee's election, of one and one-half (1.5) hours for each hour worked in excess of 44 hours per work week or its

equivalent under the legislation of the relevant province or territory, in respect of the total hours worked during the week on regularly scheduled work days.

42.2.1 Where the Employer authorizes an employee to work on their day off, the employee shall receive compensating leave or pay in lieu, at the employee's election, of one and one-half (1.5) hours for each hour worked.

42.2.2 For the purpose of calculating an employee's entitlement, a period worked in excess of fifteen (15) minutes will be rounded to the next half hour.

42.2.3 Where an employee elects compensating leave for excess hour worked in accordance with Article 42.2, compensating leave shall be taken at a time mutually agreed upon. When leave is requested, the Employer will not unreasonably withhold such agreement for such leave. Where an employee elects pay in lieu of compensating leave, payment shall be made within two (2) months of the pay period within which the excess hours were worked. Payment is calculated at the rates in place when the compensating leave was earned.

42.2.4 Where at the end of the calendar year an employee has remaining accumulated compensating leave, the employee and manager shall endeavor to agree on the scheduling of such compensating leave in an effort to utilize the compensating leave by March 31st, and neither the Employer nor employee will unreasonably withhold agreement. Failing agreement, the Employer shall reasonably determine the time of the compensating leave.

42.2.5 Compensating leave accumulated in a calendar year which is not used before March 31st of the following year, shall be paid, on a lump sum basis, at the rate it was earned (annual salary divided by 1885). 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.

42.2.6 There shall be no duplication or pyramiding of any premium payments or compensating leave provided by the Collective Agreement.

42.2.7 An employee shall not be considered to be working overtime merely because they are carrying a computer or cell phone.

42.2.8 When permanent part time employees, or fixed term employees who are scheduled to work less than 36.25 hours per week, work in excess of their scheduled number of hours, they shall be paid equal time up to 36.25 hours in a week. Thereafter, Article 42.2 applies. For clarity, Article 42.2.1 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.

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

ARTICLE 43 - TERM AND RENEWAL

43.1 Unless otherwise specified, this agreement shall be effective until March 31, 2028

43.2 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.

43.3 In the event neither party gives notice to bargain in accordance with Article 43.2, this agreement shall be automatically renewed for a period of one (1) year.

ARTICLE 44 - PENSIONS

44.1 All permanent employees will be enrolled into the CAAT Pension Plan dBPlus. The Employer will deduct from the employees' paycheque and remit to the Plan 9% of the employees' gross salary. The Employer will also contribute 9% of the employees' gross salary and remit it to the Plan.

SALARY SCHEDULE A

	Salary Range -original		3% (executed)		3% (executed)		3%		2.5%	
Salary classifications	April 1, 2023 to March 31, 2024		April 1, 2024 to March 31, 2025		April 1, 2025 to March 31, 2026		April 1, 2026 to March 31, 2027		April 1, 2027 to March 31, 2028	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
A1	55,000	70,870	56,700	73,000	58,500	75,200	60,255	77,456	61,761	79,392
A2	57,900	78,300	59,600	80,600	61,500	83,000	63,345	85,490	64,929	87,627
A3	62,600	84,800	64,500	87,300	66,500	90,000	68,495	92,700	70,207	95,018
A4	69,800	96,400	71,900	99,300	74,000	102,300	76,220	105,369	78,126	108,003
A5	75,100	105,900	77,400	109,100	79,700	112,500	82,091	115,875	84,143	118,772
A6	81,800	115,400	84,300	118,900	86,800	122,500	89,404	126,175	91,639	129,329
A7	89,400	126,000	92,100	129,800	94,900	133,700	97,747	137,711	100,191	141,154
A8	97,400	137,200	100,300	141,300	103,300	145,500	106,399	149,865	109,059	153,612

SALARY CLASSIFICATION LEVELS

Class	Position
A1	(Vacant)
A2	Coordinator
A2	Project Management Coordinator
A3	(Vacant)
A4	Analyst
A4	Communications Specialist
A5	Senior Analyst
A6	Negotiator
A6	Economist
A7	Senior Pharmacist
A7	Senior Negotiator
A7	Senior Negotiation Advisor
A7	Senior Economist
A7	Senior Communications Advisor
A7	Web- Digital Solutions Architect
A7	Senior Public Affairs Advisor
A8	(Vacant)

PART-TIME EMPLOYEES

Terms and Conditions of Employment for Permanent Part-time Employees

PT.1.1 “Permanent part time employee” means a permanent employee who is appointed to a position whose duties require fewer than 36.25 hours per week.

PT. 1.2 All provisions of the collective agreement will apply to permanent part-time employees. Monetary provisions (i.e. insured benefits, vacation time, top-ups for leaves of absence, etc.) will be applied to permanent part-time employees on a pro-rated basis, calculated with reference to the number of hours worked per week by the permanent part-time employee compared to the regular hours of work of a full-time employee.

PT. 2 A part-time employee shall have the option of joining the pension plan at any time.

FIXED TERM EMPLOYEES

FXT.1 Definition

FXT.1.1 “Temporary” employee, also referred to as “fixed term” employee, means an individual hired by the Employer for a predetermined term to fill a temporary position created to respond to a temporary increase in workload or the need to fill a job with a fixed term or task. The terms and conditions set out in Articles FXT 2 to FXT 10 will be applied to temporary employees.

FXT 1.2 “Part time temporary employee” means a temporary employee regularly scheduled to work fewer than 36.25 hours per week. Monetary provisions (i.e. vacation time, top-ups for leaves of absence, etc.) will be applied to part-time temporary employees on a pro-rated basis, calculated with reference to the number of hours worked per week by the part-time temporary employee compared to the regular hours of work of a full-time employee.

FXT.2 Wages

A temporary employee shall be paid at a rate within the range of the position for which they have been hired.

FXT 3 Benefits

FXT.3.1 A part-time temporary employee shall receive four percent (4%) of their regular weekly salary in lieu of all benefits, except for those benefits specifically listed in this Article.

FXT 3.2 Article 31 of the Collective Agreement will apply to full-time temporary employees, save and except that full-time temporary employees shall not be eligible for short term disability or long-term disability coverage, and shall only be eligible for reduced life insurance coverage in accordance with plan terms.

FXT.4 Pension Plans

A temporary employee shall have the option of joining the pension plan at any time after they have completed twelve (12) consecutive months of employment.

FXT.5 Vacation & Public Holiday

FXT.5 Vacation and Public Holiday

FXT 5.1 A full-time temporary employee will be entitled to vacation credits of twenty-one (21) days, prorated to their length of service in each calendar year. A part-time temporary employee shall receive an amount equal to four percent (4%) of their base pay (not including holidays) as vacation compensation.

FXT.5.2 A full-time temporary employee shall be paid for any unused and earned vacation standing to the employee’s credit at the date they cease to be an employee.

FXT.5.3 Where a full-time temporary employee becomes a permanent employee, vacation credits accrued under this Article shall continue to stand to the credit of the employee.

FXT.5.4 Full-time temporary employees will be entitled to the paid holidays listed in Article 32 (Holidays).

FXT.5.5 When a full-time temporary employee is required to work on any holiday listed in Article 32 (Holidays), they are entitled to a compensating day as a holiday in lieu thereof.

FXT.5.6 Part time temporary employees will be entitled to an amount equal to four and six-tenths per cent (4.6%) of base pay (not including vacation pay under Article FXT.5 to compensate for the holidays listed in Article 32 (Holidays).

FXT.5.7 When a part time temporary employee is required to work on any holidays listed in Article 32 (Holidays), they shall receive their pay for the hours worked in addition to the four and six-tenths percent (4.6%).

FXT.6 Sick Leave

FXT.6.1 A full-time temporary employee shall be entitled to eighteen (18) days as sick leave pro-rated to their length of service in each calendar year.

FXT 6.2 A part-time temporary employee shall be entitled to eighteen (18) days as sick leave on a pro-rated basis, calculated with reference to the number of hours worked per week by the part-time temporary employee compared to the regular hours of work of a full-time employee.

FXT.7 Pregnancy and Parental Leave

A temporary employee shall be entitled to pregnancy and parental leave in accordance with the minimum standards legislation in the applicable province or territory in which the employee resides.

FXT.8 Assignment to Temporary Position on a Permanent Basis

FXT 8.1 Where a temporary employee has been employed for at least eighteen (18) months in the original position which they were hired into, and at that point in time there is a continuing need for the work to be performed on a full-time basis for greater than an additional twelve (12) months, and the position does not have a home incumbent, the Employer shall create a permanent position and assign the employee to it.

If at the end of eighteen (18) months a temporary employee was not offered an assignment to the position on a permanent basis, but the position continues for twelve (12) months, and the position does not have a home incumbent, then the Employer shall assign the employee to the position on a permanent basis at the conclusion of this twelve (12) month period.

FXT.8.2 Should a temporary employee be appointed to a permanent position, that employee's seniority shall be calculated from the date of hire with the Employer, in accordance with the provisions of Article 18 (Seniority/Continuous Service).

FXT.9 Extension of Temporary Assignment

Should the Employer decide to extend a temporary employee, the Employer will provide as much advance notice of the extension as is practicable.

FXT.10 Discipline and Discharge

No temporary employee who has three (3) or more months of service shall be discharged without just cause. It is understood that after three (3) months of service, disciplinary measures will be appropriate to their cause and subject to the principles of progressive discipline.

FXT.11 Applicable Articles

In addition, the following Articles and/or Sections of the Collective Agreement between the Parties shall apply to a temporary employee:

- Article 1 - Recognition
- Article 2 - Non-Discrimination/ Harassment /Sexual Harassment
- Article 3 - Management Rights
- Article 4 - New Positions
- Article 5 – Statement of Information/Duties to Employees
- Article 6 - No Discrimination for Association Activities
- Article 7 - Employee Right to Representation
- Article 8 - Leave of Absence for Association Activities
- Article 9 - Rights of Association Workplace Representatives
- Article 10 - Check Off Of Union Dues
- Article 11 – Home Position
- Article 12 – Place of Work
- Article 14 – Employer- Employee Relations Committees
- Article 15 - Bulletin Boards
- Article 16 - Correspondence Between the Employer and AMAPCEO
- Article 17 - Dispute Resolution Procedure
- Article 18– Seniority / Continuous Service
- Article 20– Recruitment
- Article 21 - Pay Administration For permanent Employees
- Article 23 - Personnel Files and Disciplinary Records
- Article 25 – Leaves of Absence – 25.2.2, 25.3 (Special, Religious or Compassionate Leave); 25.4 (Jury or Witness Duty Leave); 25.5 (Bereavement Leave); 25.6 (Leaves of Absence under the Employment Standards Legislation) only
- Article 27 - Health and Safety
- Article 28- Technological Change
- Article 30 – Professional Dues

Article 31 – Other Benefits
Article 34 except as specifically provided for in FXT 3.2
Article 38 – Meal Allowance
Article 39 – Kilometric Rates and Use of Private Vehicle
Article 40 – Salary
Article 41 – Merit Pay
Article 42 – Hours of Work and Overtime
Article 43 – Term and Renewal
Article 44 – Pensions, subject to FXT.4 pension

LETTER OF UNDERSTANDING RE EXCLUSIONS

The following employees are excluded by agreement of the parties. Given that the basic structure of managerial exclusions is satisfied by the exclusions set out below on current projections, the parties anticipate that new positions will fall within the bargaining unit, subject to subsection 1(3) of the Ontario *Labour Relations Act, 1995*.

Mauro Chies	CEO
Vacant (1)	Executive Coordinator, CEO Office
Tan, Dominic	Deputy CEO
Gagnon, Genevieve	Executive Director, Communications
Tran, Gavrielle N	Executive Director, Corporate Services
Tsoi, Bernice	Director, Analytics and Strategic Initiatives
Lo, Clifford	Director, Negotiations
Tran, Phong (acting)	Senior Manager, Analytics and Strategic Initiatives
Dube, Joshua	Senior Manager, Negotiations
Gunarso, Arlene Tiwari, Shradha	Accounting & Payroll Specialist
Ramirez, Maria I.	Manager, HR and Administration
Clavette, Annie	Human Resources Generalist
Pelletier, Josee	Manager, Employee & Labour Relations
Vacant (1)	Employee and Labour Relations Specialist
Vacant (1)	Sr. Manager, Quality and Innovation
Girgis, Andrew	Manager, Generics
Wood, Gordon	Director, Infrastructure & Projects
Lloyd, Jeffrey Vacant (1)	Project Management & IT Support Specialist(s)*
Vacant (1)	Learning and Development Specialist
Cull, Kelly	Director, Partner Relations
Gass, Tori	Manager, Communications
Vacant (1)	Director, Communications
Labbé, Mylène	Confidential Translator*

*The pCPA may create new Project Management and Translator positions, which it acknowledges will be in the bargaining unit.

LETTER OF UNDERSTANDING RE RETROACTIVE MERIT PAY

Between:

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

(“AMAPCEO”)

and

pan-Canadian Pharmaceutical Alliance Corporation

(“pCPA Corporation”)

WHEREAS AMAPCEO and pCPA Corporation (the “parties”) have agreed to a memorandum of agreement for a collective agreement dated 28th day of November, 2025, to be voted on by the bargaining unit (the “Collective Agreement”);

AND WHEREAS the parties have agreed in the course of bargaining to a prorated retroactive merit increase, conditional upon ratification of the Collective Agreement by the bargaining unit;

NOW THEREFORE, AMAPCEO and pCPA Corporation agree as follows on a without prejudice or precedent basis that, conditional upon ratification of the Collective Agreement:

1. All current employees in the bargaining unit hired between April 1, 2023 and March 31, 2025 will receive a retroactive salary adjustment comprised of a 4% annual increase prorated for partial years of service between the employee’s date of hire and March 31, 2025, calculated in accordance with the example enclosed as **Schedule “B”**. The adjusted salary will be the employee’s new salary for the period of April 1, 2025 to March 31, 2026 (the “new salary”). The new salary will be effective the date of ratification.
2. For the purposes of this Letter of Understanding only, service and partial years of service for employees who transferred from the Ontario Public Service (the “OPS”) are calculated by reference to the employee’s date of hire with the pCPA Corporation and their service with the OPS will not be counted.
3. The retroactive payment will be paid to each employee within sixty (60) days of ratification.

SCHEDULE B

Salary Examples								
Original salary	\$ 100,000.00							
ATB increase	3%							
Merit increase	4%							
		01-Apr-24	01-Apr-25	Pro-rated	2025		Compounded Service Factor	Compounded Salary
Employee name	Hire date	Salary	2025 salary	Service	Adjusted Salary			
<i>Employees without role changes within either years</i>								
Employee A	01-Sep-23	103,000.00	106,090.00	1.58	112,815.49		1.61	\$ 112,914.76
Employee B	15-Oct-23	103,000.00	106,090.00	1.46	112,304.40		1.48	\$ 112,383.23
Employee C	01-Dec-23	103,000.00	106,090.00	1.34	111,758.46		1.35	\$ 111,815.45
Employee D	15-Jan-24	103,000.00	106,090.00	1.21	111,233.41		1.22	\$ 111,269.40
Employee E	01-May-24	103,000.00	106,090.00	0.92	109,996.44		0.92	\$ 109,996.44
Employee D	15-Jun-24	103,000.00	106,090.00	0.80	109,473.25		0.80	\$ 109,473.25
Employee F	01-Aug-24	103,000.00	106,090.00	0.67	108,926.82		0.67	\$ 108,926.82
<i>Employees having role changes within either years</i>								
Employee G	15-Dec-23	92,700.00						
	01-Jul-24	103,000.00	106,090.00	1.30	111,595.84			
Retroactive Pay Example								
Employee A			Original salary	3%			4%	
Annual salary	01-Sep-23		100,000.00	ATB adjusted			Merit adjusted	
	01-Apr-24			103,000.00			105,389.60	
	01-Apr-25			106,090.00			112,893.34	
	01-Apr-25				108,551.29		112,893.34	
Retropay	Payout date	Retro period						
	01-Nov-25	Apr 1 - Mar 31, 2024	12 months				2,389.60	
		Apr 1 - Oct 31, 2025	7 months				3,968.61	
							6,358.21	

LETTER OF UNDERSTAND RE: DAYS

A reference to a “day” or “days” in the Collective Agreement means a reference to working days, unless otherwise specified. This letter forms part of the collective agreement.

LETTER OF UNDERSTANDING RE: CALCULATION OF WAGE AND MERIT INCREASES

Across the board (“ATB”) increases under Article 40 (salary) shall mean an increase to individual wages and to the minimums and maximums of all Salary Classification Levels as reflected in Salary Schedule A of the Collective Agreement.

The ATB increase will be applied first to the employee’s base salary, then the merit increase will be applied to the adjusted base salary. For example, the increase for an employee receiving a 3% wage increase effective April 1, 2026 and a 3% merit increase for the fiscal year ending March 31, 2026 will be calculated as follows: $(\text{Base Salary} \times 1.03) \times 1.03$

LETTER OF UNDERSTANDING RE PRO-RATING MERIT

For their first merit increase cycle only, new employees starting between April 1st and December 31st, who have less than 12 months of service as of April 1st the following year, will have their first merit increase pro-rated to reflect their months of service from their date of hire.

For example, an employee hired June 1st, will have their merit for April 1st the following year pro-rated based on 10 months of service as of March 31st the following year (Merit increase $3\% \times 10/12 \text{ months} = 2.5\%$)

For their first merit increase cycle only, new employees starting between January 1st and March 31st, will not receive a merit increase on April 1st, but instead will have their merit increase the following year pro-rated to reflect their total service from their date of hire.

For example, an employee hired February 1st, will not receive a merit increase on April 1st, but will have their merit for April 1st the following year pro-rated based on 14 months of service as of March 31st the following year (Merit increase $3\% \times 14/12 = 3.5\%$)