

Collective Agreement

APRIL 1, 2018 TO MARCH 31, 2022

between

**THE OFFICE OF THE FRENCH LANGUAGE
SERVICES COMMISSIONER**

and

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

MEMORANDUM OF SETTLEMENT
of all outstanding matters in dispute

Between:

**The Office of the French Language Services Commissioner
/ Commissariat aux services en français**

("the Employer")

- and -

AMAPCEO

("the Association")

1. The parties agree, subject to ratification by both parties, to the terms and conditions of the Collective Agreement as amended by the following agreed to items. Ratification by both parties shall be deemed to have occurred on the latest date on which ratification occurs by the employees in the bargaining unit and by the Employer. The ratification process will be completed by both parties on or before March 31, 2018 unless agreed otherwise.
2. The renewal of the Collective Agreement shall be effective on the date of ratification by both parties and shall expire on the 31st day of March 2022.
3. Except as provided otherwise in the terms of the Memorandum of Settlement, any changes to benefits shall be effective on the first day of the month following the month in which ratification by both parties occurs.
4. Except as provided otherwise in the terms of the Memorandum of Settlement, all other changes to the most recently expired Collective Agreement shall be effective on the date of ratification by both parties.
5. The renewal Collective Agreement shall be in the form of the most recently expired Collective Agreement, as amended by the attached. It is understood that some editing and renumbering may be necessary and the parties shall appoint an editing committee for that purpose.
6. The undersigned unanimously agree to recommend these terms of settlement attached as Appendix A to their respective principals and, in the case of the signatories for the Association, to the bargaining unit employees.
7. All other issues in dispute are hereby withdrawn without prejudice to the positions of the parties.

Dated at Toronto, this 15 day of March, 2018.

For the Association:

Dave Bulmer
Ben Rossiter
Anne Nguyen

For the Employer:

Jean Gilles Pelletier

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ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Association of Management, Administrative and Professional Crown Employees of Ontario as the exclusive bargaining agent for a bargaining unit composed of all employees save and except the French Language Services Commissioner and persons who exercise managerial functions or who are employed in a confidential capacity relating to labour relations within the meaning of the Ontario Labour Relations Act.

ARTICLE 2 - NON-DISCRIMINATION/HARASSMENT/SEXUAL HARASSMENT

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

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

- 2.2.2 The Employer has a general duty to take every precaution reasonable in the circumstances to protect an employee from personal harassment. Personal harassment is engaging in a course of vexatious comment or conduct against an employee in the workplace that is known or ought reasonably to be known to be unwelcome.

2.3 Sexual Harassment

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

- 2.3.2 Every employee covered by this Collective Agreement has a right to be free from,
- a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the employee.

- 2.3.3 The time limits set out in Section 15.2.1 do not apply to complaints under Article

2.3, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.

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

2.3.5 Where a complaint under Article 2.3 is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral complaint or written dispute which is expressed in Article 2.3 to be presented to the supervisor may be presented directly to the Deputy Minister, or the Deputy Minister's designee, or any person appointed by the Deputy Minister specifically to deal with complaints or disputes under this provision. It is agreed that the designee assigned will not be a person who is the subject of the complaint giving rise to the dispute.

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

2.3.7 An employee who makes a complaint under Article 2.3 may be accompanied and represented by an employee representative at the time of the discussion of the complaint, at each stage of the dispute procedure, and in the course of any investigation established by the Employer under any staff relations policy.

ARTICLE 3 - MANAGEMENT RIGHTS

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

ARTICLE 4 - INFORMATION ON POSITIONS

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

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

ARTICLE 5 - STATEMENT OF INFORMATION/DUTIES TO EMPLOYEES

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

ARTICLE 6 - NO DISCRIMINATION FOR ASSOCIATION ACTIVITIES

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

ARTICLE 7 - EMPLOYEE RIGHT TO REPRESENTATION

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

the employee shall have the right to be accompanied by and represented by an

Association representative. The Employer shall notify the employee of this right and set the time and place for the meeting.

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

ARTICLE 8 - LEAVE OF ABSENCE FOR ASSOCIATION ACTIVITIES

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

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

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

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

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

- 8.2.1 With notice, AMAPCEO representatives are entitled to take time off with pay and

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

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

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

8.3 Association Chapter Chairs, or his or her designees shall be granted a leave of absence with pay and no loss of credits to conduct the internal affairs of the Association on the following basis:

- (a) only the Chapter Chair, or his or her designees shall be granted such leave;
- (b) the leave shall be for a single period of not more than four (4) hours every three (3) weeks, and unused leave shall not be cumulative;
- (c) the leave shall, to the extent possible, be taken at the same time on the same day every three (3) weeks, as pre-arranged between the Chapter Chair and his or her supervisor;
- (d) the Chapter Chair shall not, during his or her period of leave, engage any other employee during that employee's working hours, or interfere in any manner with the conduct of the Employer's business; or engage in any unauthorized use of the Employer's equipment or resources; and,
- (e) this leave does not include travel time.

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

8.5 Notwithstanding Article 8.1, AMAPCEO may at its discretion require members to participate in Association business, who shall be granted leaves of absence with pay and no loss of credits for hourly increments of up to five (5) hours or full

days. The total number of full days off in any calendar year shall not exceed fifty (50) days. Leaves of absence granted under this subsection shall include reasonable travel time. The Association will attempt to give as much notice as possible in respect of any leave of absence under this subsection and, in any event, not less than five (5) business days notice.

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

8.7.1 The Association will reimburse the Employer for approved leaves taken by employees under sections 8.1.1, 8.2.3, 8.4, 8.5 and 8.6 for salary and all benefits including the Employer's share of contributions required by statute and pension contributions.

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

8.7.3 Where the Employer submits an invoice within the time frames provided in Article 8.7.2, the Association will remit payment for approved leaves taken by employees within thirty (30) calendar days of receipt of the Employer's invoice.

ARTICLE 9 - RIGHTS OF ASSOCIATION WORKPLACE REPRESENTATIVES

9.1 The Association shall send a list of names, the employee identification number and work location of all workplace representatives authorized to represent Association members to the Executive Director, Office of the French Language Services Commissioner. The Association shall provide updates as workplace representative changes are made and a master list will be provided annually.

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

(a) A workplace representative shall obtain permission from their immediate supervisor or alternate management representative for the workplace before leaving the workplace to perform their duties as a workplace representative. Such permission will not be unreasonably withheld.

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

- (c) Two (2) weeks prior to the commencement of each month, the workplace representative shall provide to their immediate supervisor, notice of workplace representative activities planned for the following month.

9.3 The duties and responsibilities of workplace representatives shall include the following, with respect to employees covered by this collective agreement within his or her area of responsibility:

- (a) Providing information to employees on their terms and conditions of employment, including their rights and entitlements under this Agreement.
- (b) With the mutual agreement of the Employer which shall not be unreasonably withheld, a workplace representative may investigate disputes and be involved in problem solving of disputes.
- (c) Attending meetings at the request of the Employer or in accordance with Article 7 (Employee Right to Representation).
- (d) Presenting a dispute in accordance with the Dispute Resolution Procedure (Article 15.4.3).

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

ARTICLE 10 - CHECK OFF OF ASSOCIATION DUES

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

10.1.1 Together with each monthly dues payment, the Employer will provide a report to the Association indicating the names of the employees in respect of whom deductions have been made, the employee identification number, work location description / work location (street address), hire date, work city, employment status (active, leave, terminated), jobclass code / abbreviated class title, classification level employee class (regular, fixed term), home position indicator, home position class, continuous service date, benefit base salary (annualized payrate used for calculating benefits such as insurance premium) and any such other information as may be agreed upon by the parties. The report will be forwarded in current disk format unless the parties mutually agree to an alternate electronic format.

10.2 AMAPCEO shall advise the Employer in writing of the amount of its dues and

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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 position in another bargaining unit for a period of more than thirty (30) calendar days, he or she will on the 31st calendar day commence paying dues and be governed by the terms of the collective agreement of the position to which he or she has been assigned except that pensions and insured benefits entitlements, and entitlements under Article 27, will continue to be governed by the rules applicable to the employee's home position.

11.3 When an AMAPCEO bargaining unit member is temporarily assigned to a non-bargaining unit position, he or she 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 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEES

12.1 A joint Employer/Employee Relations committee shall be established to discuss and resolve matters of interest between the parties. The committee shall consist of up to two (2) representatives (or their delegates) of management and up to two (2) from the Association. Each party may be accompanied by up to two (2) resource persons, as needed.

12.2 The objectives of the Employee Relations Committees shall include:

(a) establishing and maintaining a positive and constructive relationship

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between the Association and the Employer; and,

- (b) working together to resolve Association and Employer issues and concerns related to the workplace.

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

12.3.2 The Committee shall meet monthly or as otherwise agreed. The parties shall endeavour to provide their agenda items one week in advance of the meeting.

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

12.5 Except as provided in article 12.5.1, 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 (surplusing, transfers, reclassifications, hiring, etc.). The Employer has the discretion to make the disclosure earlier than the two weeks set out above.

12.5.1 The Employer may provide less than two (2) weeks notice in the case of:

- (a) emergencies;
- (b) decisions contained in the Budget or Financial Statement;
- (c) legislation.

12.5.2 Information provided under Article 12.5 or 12.5.1 will be kept confidential by AMAPCEO until the employer authorizes the disclosure of the information; however, this shall not be construed as preventing the Association from consulting internally with respect to the matter.

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- 12.5.3 AMAPCEO shall have one (1) week to provide comments and/or hold the meeting referred to in paragraph 12.5.4 below, but the Employer in its discretion may give more than a one (1) week period to respond.
- 12.5.4 Upon disclosure to the President,
- (a) At the request of the President, a meeting will be held with the employer to review the information and ask any questions;
 - (b) The President may forward comments to the Employer, which shall review them and respond in writing prior to the formal announcement referred to in 12.5 above;
 - (c) The matter will become a standing item on the Joint Employer/Employee Relations Committee as appropriate;
 - (d) Where the decision concerns a divestment, transfer or any other disposition of bargaining unit functions or jobs, the parties will table the matter at the Joint Employer/Employee Relations Committee where it will become a standing item;
 - (e) If AMAPCEO believes that paragraph 12.5 has been breached, then the President will contact the Executive Director, Office of the French Language Services Commissioner or designee to discuss the concerns and the matter will be placed on the Joint Employer/Employee Relations Committee agenda. If the matter is not resolved at Joint Employer/Employee Relations Committee within ten (10) working days of the Joint Employer/Employee Relations Committee meeting, the matter may be referred directly to arbitration.

ARTICLE 13 - BULLETIN BOARDS

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

ARTICLE 14 - CORRESPONDENCE BETWEEN THE EMPLOYER AND THE ASSOCIATION

- 14.1 Notice or correspondence required under this Agreement shall be provided to the President of the Association at the following address: AMAPCEO, 1 Dundas Street

West, Suite 2310, P.O. Box 72, Toronto, Ontario, M5G 1Z3, or by fax at (416) 340-6461.

ARTICLE 15 - DISPUTE RESOLUTION PROCEDURE

15.1 Statement of Intent

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

15.2 Informal Resolution Stage

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

15.3 Formal Resolution Stage

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

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

15.4 **Referral to Arbitration**

15.4.1 If the dispute is not resolved at the Formal Resolution Stage, the Association, on behalf of the employee, may submit the dispute in writing to arbitration under Article 15.9 within fifteen (15) days of the date that the representative of the Association present at the meeting received the decision at the Formal Resolution Stage. In the event that no decision in writing is received in accordance with the specified time limits at the Formal Resolution Stage, the Association may submit the dispute to arbitration, within fifteen (15) days of the date that the designated management representative was required to give the decision in writing in accordance with the Formal Resolution Stage.

15.5 **General**

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

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

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

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

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

15.5.6 In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.

15.5.7 The parties agree to fully disclose, at the earliest stage of the dispute resolution procedure, all information on which they rely in support of or in response to a complaint or dispute, including disclosure of any facts relied upon by Management in a decision that is subject to a complaint or dispute.

15.5.8 At the Association's option, participation by the Association representative or the employee in meetings required under the formal dispute resolution process may be conducted by teleconference, subject to the right of the Employer to select additional representatives who will participate by teleconference.

15.5.9 The Employer shall not take any reprisals against an employee for initiating or

pursuing a dispute pursuant to this Article.

15.6 Group Dispute

15.6.1 In the event that more than one (1) employee has the same dispute, and such employees would be entitled to file a dispute, the Association shall be entitled to present a group dispute in writing, signed by such employees, to the Executive Director, Office of the French Language Services Commissioner at the Formal Resolution Stage, within thirty days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of these employees. In such cases, no more than two (2) complainants may be in attendance at each stage unless otherwise mutually agreed.

15.7 Association Dispute

15.7.1 Where a dispute arises between the Employer and the Association, the Association shall be entitled to file an Association dispute at the Formal Resolution Stage of the dispute resolution procedure provided it does so within sixty (60) days after the circumstances giving rise to the dispute have occurred or have come or ought reasonably to have come to the attention of the Association.

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

15.7.3 An allegation that the Employer has not provided an insured benefit that has been contracted for in accordance with this agreement shall be pursued as an Association complaint filed under Article 15.7.

15.8 Discharge, Suspension and Demotion Disputes

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

15.9 Arbitration Provisions

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

15.9.2 An employee who has initiated a complaint and for whom the Association makes an application for a hearing before an arbitrator, or the Ontario Labour Relations

Board, shall be allowed leave of absence with no loss of pay and no loss of credits if required to be in attendance by the Board or the arbitrator or the Tribunal. This Article shall also apply to the pre-hearings, mediation/arbitration or mediation under the auspices of an arbitrator/mediator, or arbitrator or the Ontario Labour Relations Board.

- 15.9.3 The Association and the Employer agree that all complaints arising under Article 15 that are referred to arbitration shall be determined by the arbitrator sitting alone.
- 15.9.4 The Association and the Employer agree that all hearings should commence in a timely manner and the parties will endeavour to ensure that each case is scheduled to begin not later than thirty (30) calendar days following the referral to arbitration.
- 15.9.5 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, including the powers of a mediator/arbitrator under the Labour Relations Act, and the decision of the mediator/arbitrator shall be final and binding upon the parties.
- 15.9.6 The costs of the arbitrator or arbitrator/mediator shall be shared equally by the parties.

ARTICLE 16 - SENIORITY/CONTINUOUS SERVICE

- 16.1.1 Employees previously employed by the Office of the French Language Services Commissioner in the Office of Francophone Affairs prior to the January 1, 2014 transfer date, shall retain their seniority/continuous service date from the OPS, for the purpose of determining seniority under this collective agreement.
- For all other employees, seniority will accumulate from the date of hire, subject to successful completion of the probationary period.
- 16.1.2 For purposes of application of this article, any break in service of less than thirteen (13) weeks shall neither constitute a break in service nor be counted towards seniority.
- 16.1.3 For purposes of this Article:
- (a) “Unbroken service” is that which is not interrupted by separation from the public service as per Article 16.4;
 - (b) “Full time” is continuous employment as set out in the hours of work article for the position;

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- (c) “Part time” is continuous employment with hours worked being less than full time hours per Article 16.1.2(b);
- (d) employment in the fixed term service includes service as a seasonal or GoTemp employee;
- (e) “Regular part time” means part time employment in the regular service.

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

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

- (a) is in receipt of LTIP or WCB benefits; or
- (b) is absent on pregnancy or parental leave; or
- (c) is absent on any authorized leave without pay of thirty (30) calendar days or less; or
- (d) is absent on Family Medical Leave.

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

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

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

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

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

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

Example:

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

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

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

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

ARTICLE 17 - APPOINTMENT TO REGULAR SERVICE (PROBATIONARY PERIOD)

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

17.2 Within the first month of an employee's probationary period, the performance standards required for the position will be reviewed with the employee, and the employee will be advised if he or she is not meeting the standards.

- 17.3.1 Where an employee is appointed to the regular service and has worked more than twenty-four (24) hours per week on a continuous basis immediately prior to appointment to the regular service, the time he or she actually worked within the previous year may be considered to be part of his or her probationary period to a maximum of six (6) months.
- 17.3.2 Notwithstanding Article 17.3.1, where an employee is appointed to the regular part time regular service and has worked at least the required number of hours per week for the regular position on a continuous basis immediately prior to his or her appointment to the regular part time position in the regular service, the time he or she actually worked within the previous year may be considered to be part of his or her probationary period to a maximum of six (6) months.

ARTICLE 18 - RECRUITMENT

Posting and Filling of Positions in the Regular Service

18.1 Posting And Filling Position Vacancies Of Greater Than Nine (9) Months

- 18.1.1 If there is a position vacancy of greater than nine (9) months, a notice of vacancy will be posted internally via electronic means for a period of no less than ten (10) working days.
- 18.1.2 The notice of vacancy shall state, among other things: the job title of the position; equity and accommodation statement; salary range; general description of job duties; qualifications required; whether temporary or permanent; whether full-time or part-time; work location; whether travel is required for the position; AMAPCEO represented position; and closing date for the competition. Applicants who are selected for an interview may request a job description which, if available, the Employer shall provide.
- 18.1.3 If the vacancy cannot be filled internally with a bargaining unit candidate, either because no person from the bargaining unit applies, or because such candidate does not demonstrate to the Employer's satisfaction that s/he has the appropriate knowledge, skills and ability to perform the work functions in question, the Employer may fill the position in its sole discretion. The Employer will exercise its discretion reasonably in satisfying itself that the bargaining unit candidate does not have the appropriate knowledge, skills and ability to perform the work functions in question.
- 18.1.4 Notwithstanding Article 18.1.1, with written notice to AMAPCEO, the Employer may proceed concurrently with an internal and external posting where the position must be filled on an urgent basis or where the parties mutually agree to waive the posting requirements.

18.1.5 Notwithstanding Article 18.1.1, the Employer may proceed concurrently with an internal and external posting for any:

- Investigator;
- Communications and Community Relations Officer;
- Policy and Research Analyst; and
- Business Services Coordinator

18.1.6 If a bargaining unit employee applies for a vacancy where an external candidate has also applied in accordance with this Article, where the qualifications and ability are relatively equal between a bargaining unit applicant and an external applicant, preference in filling the position will be given to the bargaining unit applicant.

18.2 Posting And Filling Positions Of Greater Than Three (3) Months And Less Than Nine (9) Months

18.2.1 For positions of greater than three (3) months and less than nine (9) months in length, the Employer may proceed with an external posting concurrently with an internal posting. Articles 18.1.2, 18.1.3 and 18.1.6 shall apply to positions posted.

18.3 Positions Of Three (3) Months Or Less

18.3.1 A position of three (3) months or less in duration shall be filled at the Employer's sole and unreviewable discretion. The Employer may, with written notice to AMAPCEO and with AMAPCEO's consent (which shall not be unreasonably withheld), further extend such a position for up to four (4) weeks.

18.4 Other Recruitment Issues

18.4.1 An applicant who 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. Employees shall be reimbursed for travel expenses associated with attending the interview.

18.4.2 Relocation expenses for filling of positions under this Article shall be dealt with in accordance with the provisions of the Employer's relocation expenses as described in the Recruitment Expenses Policy.

18.4.3 The Employer will send the name of the successful applicant to the bargaining agent and shall post the successful applicant's name internally by electronic means.

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

18.4.5 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 full time permanent position within the OFLSC to perform that work.

18.4.6 Where the Employer has determined that it will convert a position in accordance with Article 18.4.5 and where:

- (i) the position has been filled through a competitive process; and
- (ii) the position complies with Article 27.1 (c)

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

ARTICLE 19 - PAY ADMINISTRATION FOR REGULAR EMPLOYEES

19.1 Pay Administration on Promotion

19.1.1 Promotion occurs when the incumbent of a position in the regular service is assigned to another position with a higher maximum salary than that of his or her former position.

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

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

19.2 Pay Administration on Lateral Transfer

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

19.3 Pay Administration on Voluntary Demotion

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

19.4 **Pay Administration for Health Reassignments**

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

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

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

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

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

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

19.7 **Pay Administration on Reclassification**

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

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

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

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

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

19.8 **Pay Administration for Temporary Assignments**

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

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

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

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

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

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

ARTICLE 20 - DISCIPLINE AND DISCHARGE

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

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

20.3 It is understood that nothing in Article 20 confers on a probationary employee any right to grieve or arbitrate his or her dismissal.

ARTICLE 21 - PERSONNEL FILES AND DISCIPLINARY RECORDS

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

21.2.1 Any document relating to work performance or disciplinary action that is to be placed on an employee's personnel file shall be so placed and a copy supplied to the employee within a reasonable time of its preparation.

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

21.3 Upon a written request, an employee shall be given an opportunity to review his or her personnel file, within ten (10) calendar days of the request or such longer period of time as is reasonable, in the presence of a management representative, at a time mutually agreed upon between the employee and the manager, at the employee's normal work location or another location as may be mutually agreed upon between the employee and the manager.

21.4 The employee is entitled to include his or her own explanation of a matter, including a disciplinary incident, as an attachment to the information being placed in his or her personnel file.

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

ARTICLE 22 - ABANDONMENT OF POSITION

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

ARTICLE 23 - LEAVES OF ABSENCE

23.1 General

- 23.1.1 Where an employee is on an approved leave of absence pursuant to this article, he or she shall:
- (a) have the right to return to his or her position at the end of such leave unless that position has been declared surplus during the employee's absence in which case the employee shall have all rights and entitlements in accordance with Article 27;
 - (b) on returning to work, be paid at the level in the salary range he or she attained when the leave commenced;
 - (c) remain subject to applicable conflict of interest provisions.
- 23.1.2 Where an employee submits a written request for a leave of absence, or for an extension of any such leave, the Employer shall respond to such request in writing.

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

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

23.2 **Leaves Without Pay**

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

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

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

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

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

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

23.3 Personal and Special or Compassionate Leave

23.3.1 The Employer shall grant each employee a leave of absence with pay for up to five (5) days in a year for personal reasons, including for any reason permitted under the Personal Emergency Leave provisions of the Employment Standards Act, 2000. For clarity, leave taken under Article 23.3.1 is inclusive of the two (2) paid days that employees are entitled to pursuant to the Personal Emergency Leave provisions of the Employment Standards Act.

23.3.2 The employer may grant an employee an additional leave of absence of any length, with pay, for special or compassionate purposes.

23.3.3 An employee granted a leave of absence pursuant to Article 23.3 shall accrue credits and be covered by benefit plans during such leave.

23.4 Religious Accommodation

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

23.5 Leave for Outside Employment

23.5.1 The Employer may grant an employee's request for a leave of absence with pay and with accumulation of credits, or without pay and without accumulation of credits for up to one (1) year for the purpose of undertaking employment outside the Office of the French Languages Services Commissioner as follows:

- (a) with pay and with accumulation of credits for the purposes of undertaking employment under the auspices of the Ontario Public Service, Government of Canada or other public agency; or
- (b) without pay and without accumulation of credits for the purposes of undertaking employment under the auspices of the Ontario Public Service, Government of Canada or other public agency or a public or private corporation.

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

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

23.5.4 Requests for leaves of absence under this Article shall not be unreasonably withheld.

23.6 **Military Leave**

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

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

23.7 **Jury or Witness Duty Leave**

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

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

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

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

23.8 **Bereavement Leave**

23.8.1 A full time employee shall be allowed up to three (3) working days and a part time employee shall be allowed up to three (3) consecutive days leave of absence with pay in the event of the death of a spouse, mother, father, step-mother, step-father, mother-in-law, father -in-law, son, daughter, step-son, step-daughter, brother,

sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, step-grandparent, grandchild, step-grandchild, foster child, ward or guardian, former guardian or former ward, foster parent or former foster parent.

- 23.8.2 An employee who would otherwise have been at work is entitled to one (1) day leave of absence with pay in the event of the death of the employee's aunt, uncle, niece or nephew.
- 23.8.3 For the purpose of Article 23.8.1, "spouse" includes common-law spouse, or same sex partner. Similarly, "in-law" and "step" relationships listed in Article 23.8.1 include such relatives of a common-law spouse or same sex partner.
- 23.8.4 An employee shall be allowed up to two (2) additional days leave-of-absence without pay to attend a funeral of a relative listed in Articles 23.8.1 and 23.8.2 if the location of the funeral is more than eight hundred kilometres (800 km) from the employee's residence.
- 23.8.5 If during a period of sick leave or vacation leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave under this clause, the employee shall be granted bereavement leave and the sick leave or vacation leave credits shall be restored to the extent of any concurrent bereavement leave is provided.

23.9 **Employment Standards Act Leaves**

- 23.9.1 In addition to the leave available under Article 23.3.1, an eligible employee is entitled to up to eight (8) unpaid days leave of absence without pay in accordance with the Personal Emergency Leave provisions of the *Employment Standards Act and Regulations*, as amended.
- 23.9.2 Other leaves of absence provided for under the Employment Standards Act, 2000, as may be amended, will be granted to employees in accordance with the provisions of the Act and Regulations.
- 23.9.3 If one or more provisions in the Collective Agreement directly relate to the same subject matter as an employment standard provided under the Employment Standards Act, 2000 (or any successor legislation), and provide a greater benefit to an employee than the employment standard, the provision or provisions in the Collective Agreement shall prevail.

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

- 24.1 In this Article,
- "last day at work", in respect of an employee on a leave of absence referred to in

Article 24 means the last day the employee was at work before the leave of absence.

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

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

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

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

24.2 **Pregnancy Leave:**

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

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

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

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

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

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

24.7 **Parental Leave:**

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

- 24.8 Parental leave may begin,
- (a) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and,
 - (b) no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
- 24.9 The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- 24.10 Parental leave ends thirty-five (35) weeks after it began for an employee who takes pregnancy leave and thirty-seven (37) weeks after it began for an employee who did not take pregnancy leave. An Employee who has given notice to end parental leave may change the notice;
- (a) to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date: or
 - (b) to a later date if the employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.
- 24.11 **Employment Insurance Top-up:**
- An employee who is entitled to pregnancy and/or parental leave and who provides the Employer with proof that he or she is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act* (Canada) shall be paid an allowance in accordance with the Supplementary Benefit Plan.
- 24.12 In respect of the period of pregnancy leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification and shall also include any increases in salary that she would have attained had she been at work during the leave of absence as they are, or would have been implemented; and
 - (b) for each week, up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee receives for the week and any other salary earned by the employee during the week, and ninety-three percent (93%) of the actual weekly rate of pay for her classification and shall also include any increases in salary that she would have attained had she been at work during the leave of absence as they are, or would have been implemented; and,

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

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

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

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

24.15 **Benefit Plans:**

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

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

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

24.17 **Pregnancy plus Parental Leave:**

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

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

24.19 **Extension of Parental Leave:**

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

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

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

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

24.22 An employee who has worked less than thirteen (13) weeks with the Employer and becomes the parent of a child shall be granted upon request a leave of absence without pay and without accumulation of credits and service, under discretionary

leave provisions of Article 23.2 (Leaves of Absence), for up to the following periods:

- (a) fifty-two (52) weeks for an employee who would otherwise be eligible for pregnancy leave and parental leave under Articles 24.2 and 24.7; and,
- (b) forty-three (43) weeks for an employee who would otherwise be eligible for parental leave and extended leave only, under Articles 24.7 and 24.19.

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

ARTICLE 25 - HEALTH AND SAFETY

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

ARTICLE 26 - TECHNOLOGICAL CHANGE

- 26.1 Where the Employer introduces technological change in either equipment or methods of operation which may result in the release of employee(s), the Employer shall notify the Association. Such notice will be provided in writing, no less than ninety (90) calendar days prior to the implementation of the technological change.

This ninety (90) calendar day period shall not extend any other notice to be given under this Agreement and may run concurrently with any such other notice.

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

ARTICLE 27 - JOB SECURITY

27.1 Application

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

b) Fixed term employees shall have notice entitlements under the *Employment Standards Act, 2000*, and shall be entitled to apply for restricted competitions for twenty-four months after the date of layoff

c) All employees who have received a notice of layoff and continue to have rights to direct assignment or recall rights must be given an opportunity to exercise those rights before the Employer hires any new employees.

27.2 Layoff

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

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

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

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

27.3 Early Retirement and Voluntary Exit Allowance

Before issuing a notice of layoff the Employer will offer an early retirement option or voluntary exit option in accordance with the following conditions:

- i) The Employer will first make offers in the classifications within work units where layoffs would otherwise occur. If more employees than are required are interested, the Employer will make its decision based on seniority.
- ii) If insufficient employees in the work unit affected accept the offer, the Employer will then extend the offer to employees in the same classification. If more employees than are required are interested, the Employer will make its decision based on seniority.
- iii) In no case will the Employer approve an employee's request under i) or ii) above for a voluntary exit option, if the employees remaining are not qualified to perform the available work.
- iv) The rules for exercising Surplus Factor 80 and Pension Bridging options shall be those set out in the collective agreement between AMAPCEO and the Crown in Right of Ontario for Crown Employees, which shall be incorporated into this agreement *mutatis mutandis*.
- v) The number of voluntary exit options the Employer approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

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

27.4

Eligibility for Employment Insurance

The parties agree that all employees who accept a pay-in-lieu option under Article 27.5, including those employees who registered pursuant to Article 27.3, are doing so pursuant to a program of downsizing undertaken by the Employer and in so doing are preventing another employee from being laid off. Accordingly the Employer agrees to take all necessary steps to attempt to ensure that the Employment Insurance Commission recognizes that the entitlement to Employment Insurance of employees who are laid off and who take a pay-in-lieu of notice option qualifies as registered 'workforce reduction processes' under the Employment Insurance Act.

27.5 Notice of Layoff

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

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

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

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

Employees may exercise the above options as follows:

1. Pay-in-lieu: Employees shall be eligible to accept pay-in-lieu at any time within the first (1) month of the notice period. Where an employee accepts pay-in-lieu after the commencement of the notice period, the pay-in-lieu shall be calculated from the last day of work until the end of the notice period.
2. Direct assignment: Employees shall be eligible for direct assignment from the time they receive a notice of layoff until either a) the expiration of recall rights, b) the time they accept pay in lieu, or c) the time they exercise bumping rights;
3. Bumping: Where no direct assignment has been identified, Employees shall be eligible to exercise a bumping option;
4. An employee who does not exercise bumping rights or take a pay-in-lieu option and is not directly assigned to a vacancy shall be laid off at the end of the notice period.

27.6 Pay In Lieu Option

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

(a) a lump sum of six-months' pay, plus severance as provided for in Articles 27.10 and 27.9 payable as soon as possible, but not later than three pay periods following acceptance of the pay-in-lieu option, in which case all salary and benefit entitlements which would have accrued to the employee from the last day worked to the layoff date are forfeited; or

(b) continuance of salary plus benefits (except STSP and LTIP) commencing on the date set out in Article 27.6.3 for the duration of the notice period, plus severance as provided for in Articles 27.10 and 27.11, paid out at the layoff date.

27.6.2 Where the employee advises the Employer of preferences for payment under Article 27.8.1 to ensure tax-effective treatment, the Employer will comply subject to requirements at law.

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

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

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

27.7.1 **Permanent Positions**

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

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

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

27.7.2 **Temporary Positions**

The Employer shall identify any vacant temporary positions within the Employer during the last two months of an employee's notice period. Employees will be offered, in order of seniority, direct assignment into any such vacant temporary positions within 40km of their current work location during that period, for which they meet the entry level qualifications, provided that employees may elect to be eligible for direct assignment to any other work location in accordance with 27.7.1. Employees who have received a notice of layoff will be eligible for direct assignment into temporary positions during the last two months of the notice period.

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

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

27.7.3 **Pay Administration**

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

27.8.1 **Bumping**

The Employer shall identify any bumping option for employees receiving a notice of layoff, and all employees who are bumped by employees with greater seniority. In identifying bumping options, the employer shall look for permanent AMAPCEO unit positions occupied by less senior employees in the same or any lower classification, for which the employee possesses the required qualifications

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

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

27.9 Recall Rights

27.9.1 All employees who are laid off from employment shall have recall rights in accordance with seniority, including the right to be directly assigned into any vacancies pursuant to Article 27.7 and to apply for restricted competitions, for a period of twenty-four (24) months from the date of layoff.

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

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

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

27.10 Severance

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

27.11 Enhanced Severance

27.11.1 In addition to the severance entitlement in Article 27.9, an employee who is laid off shall receive one (1) additional week of salary for each year of service with no maximum.

27.12 Labour Adjustment & Training

27.12.1 Employees who have accepted a layoff and who are not eligible for direct assignment shall be eligible for an allowance of up to three thousand (\$3,000) for education, training or job search, upon production of receipts from an approved educational program or a career counselling or job search provider, within twelve (12) months of the last day worked.

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

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

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

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

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

27.14 **Seniority Lists**

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

ARTICLE 28 - RELOCATION OF POSITION

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

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

28.3 **Relocations of 40 Kilometres or Less**

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

28.4 **Relocations Greater Than 40 Kilometres**

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

28.4.2 The Employer's relocation expenses directive will apply to the relocation of an

employee's position under Article 28.4.

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

- 28.4.3.1 The Employer will inform employees who may be affected by the relocation as soon as possible after the decision has been made.
- 28.4.3.2 Each employee to be relocated will be provided with written notice of relocation as soon as possible after the decision has been made but not less than three (3) months prior to the relocation date of his or her position specified in the notice.
- 28.4.4 The employee must respond, in writing, within one (1) month of receipt of the notice and inform the Employer whether or not he or she will relocate with his or her position.
- 28.4.5 If the employee does not respond within the one (1) month period specified in Article 28.4.4, he or she will be deemed to have given up the right to relocate with his or her position.
- 28.4.6 Employees who decide not to relocate or who are deemed to have given up the right to relocate pursuant to Article 28.4.5 will be declared surplus and will receive all rights and entitlements pursuant to Article 27 of this Agreement.
- 28.4.7 If the employee agrees to relocate with his or her position, the employee's start date at the new work place will be the relocation date specified in the notice of relocation unless otherwise mutually agreed.
- 28.4.8 In multi-incumbent positions when fewer than all of the incumbents are being relocated and the remaining incumbents will either be given notice of surplus or remain in their existing location, employee(s) in order of seniority (most senior first) will be given the option to relocate to the new workplace.
- 28.4.9 Notice of relocation under this Article shall be delivered on the same terms as set out in Article 27.6.5.

ARTICLE 29 - HOLIDAYS

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

New Year's Day
Family Day

Victoria Day
Canada Day

Thanksgiving Day
Remembrance Day

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Good Friday
Easter Monday

Civic Holiday
Labour Day

Christmas Day
Boxing Day

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

- 29.2 Where a holiday specified in Article 29.1 falls on a Saturday or Sunday, or when any two of them fall on a successive Saturday and Sunday, the holiday(s) shall be scheduled on the next following regular working day(s) that is not itself a listed holiday.
- 29.3 Article 29.2 does not apply to New Year's Day, Canada Day, Remembrance Day, Christmas Day and Boxing Day in respect of an employee whose work schedule is subject to rotating work weeks that include scheduled week-end work on a regular or recurring basis.
- 29.4 Where an employee is scheduled to work on one of the holidays listed in Article 29.1 and is unable to do so because of illness, or absence on Workers' Compensation, there will be no deduction from the employee's Short-Term Sickness Plan or accumulated credits, and the holiday will be deemed to have been taken.
- 29.5 Where one of the holidays listed in Article 29.1 falls on a day when an employee is not at work due to illness, vacation or other authorized leave, the day shall not be deducted from the employee's sick leave or vacation credits.
- 29.6 An employee required to work on any holiday specified in Article 29.1 is entitled to compensating leave of one and one half (1.5) hours for each hour worked.

ARTICLE 30 - VACATION

- 30.1.1 Up to and including December 31, 2015, an employee shall earn vacation credits at the following rates:
- (a) One and one-quarter ($1\frac{1}{4}$) days per month during the first eight (8) years of continuous service (fifteen (15) days per full calendar year);
 - (b) One and two-thirds ($1\frac{2}{3}$) days per month after eight (8) years of continuous service (twenty (20) days per full calendar year);
 - (c) Two and one-twelfth ($2\frac{1}{12}$) days per month after fifteen (15) years of continuous service (twenty-five (25) days per full calendar year);
 - (d) Two and one-half ($2\frac{1}{2}$) days per month after twenty-six (26) years of continuous service (thirty (30) days per full calendar year);

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

30.1.2 Effective January 1, 2016, an employee shall earn vacation credits at the following rates:

- (a) One and three quarters (1 3/4) days per month during the first eight (8) years of continuous service (twenty-one (21) days per full calendar year);
- (b) Two and one sixth (2 1/6) days per month after eight (8) years of continuous service (twenty-six (26) days per full calendar year);
- (c) Two and three fifths (2 7/12) days per month after fifteen (15) years of continuous service (thirty-one(31) days per full calendar year);
- (d) Three (3) days per month after twenty-six (26) years of continuous service (thirty-six (36) days per full calendar year);
- (e) Where an employee has completed twenty-five (25) years of continuous service in the public service, there shall be added to the employee's accumulated vacation, on that occasion only, five (5) days vacation.

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

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

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

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

30.5 An employee shall be credited with his or her vacation credits for each year on the 1st day of January in the year, including any increase in entitlements due to occur during the year.

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

- 30.7 Where an employee is prevented from reducing his or her accumulated credits under Article 30.6 as a result of,
- (a) an injury for which an award is granted under the *Workplace Safety and Insurance Act, 1997*;
 - (b) a total disability; or
 - (c) an extraordinary requirement of the Employer,
- the Employer shall grant to the employee, at his or her request, a leave of absence with pay to replace the vacation credits.
- 30.8 An employee commencing employment during the year shall be credited at that time with vacation credits calculated in accordance with Article 30.1, for the balance of the calendar year.
- 30.9 An employee with the approval of his or her manager or designee, may take vacation to the extent of his or her vacation entitlement and his or her accumulated vacation credits shall be reduced by the vacation taken. Such approval will be subject to operational requirements, but, it is also agreed that such approval will not be unreasonably withheld.
- 30.10 An employee who completes twenty-five years of continuous service on or before the last day of the month in which the employee attains sixty-four years of age is entitled, after the end of that month, to five days of pre-retirement leave with pay.
- 30.11 Where an employee leaves the OFLSC prior to the completion of six months of continuous service, he or she is entitled to vacation pay at the rate of 4 per cent of the earnings of the employee during the period of his or her employment.
- 30.12 An employee who has completed six or more months of continuous service in the public service shall be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date he or she ceases to be an employee.
- 30.13 An employee who has completed six or more months of continuous service in the public service is entitled, upon request by the employee, to be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date on which he or she qualifies for payments under the Long Term Income Protection plan.
- 30.14 Where an employee ceases to be an employee, there shall be deducted from the employee's accumulated vacation credits an amount in respect of the whole months remaining in the year after the person ceases to be an employee computed at the rate set out in Article 30.1.

- 30.15 Vacation taken in excess of the vacation credits to which an employee is entitled on the date the employee ceases to be an employee shall be deducted from the amount paid to the employee under Article 38 (Termination Payments) and Article 40 (Entitlement on Death) and from any salary to which the employee may be entitled.
- 30.16 As soon as practicable following the end of each quarter of the year, information regarding the number of vacation and other credits to which he or she is entitled shall be made available to each employee directly or where the information is available to the employee electronically, this shall be sufficient.

ARTICLE 31 - BENEFIT PLANS FOR FULL TIME EMPLOYEES

31.1 Benefits - General

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

- 31.2 Subject to the provisions of this Agreement, the benefits contained in the Benefit Plans as they were constituted on September 1, 1997 shall be provided to full time employees on the same terms and conditions as were in place on September 1, 1997. These benefits and terms and conditions may only be altered by mutual agreement of the parties.
- 31.3 During leaves-of-absence with pay, full benefit coverage will continue. The Employer and employee will continue to pay the applicable premiums.
- 31.4 During pregnancy and parental leave, an employee who participates in any Benefit Plan may continue to do so unless he or she elects in writing not to do so. Unless an employee gives the Employer this written notice, the Employer and the employee shall continue to pay the applicable premiums.
- 31.5 The benefits contained in the Benefit Plans are supplemented by the provisions of Articles 32 - 36. Where a conflict exists between the provisions of a Benefit Plan and this Agreement, the provisions of this Agreement shall prevail.
- 31.6 Where an existing employee permanently moves into or from a position not covered by a Benefit Plan (as defined in Article 31.1) coverage for Basic, Supplementary and Dependent Life Insurance shall continue without there being any requirement for the employee to provide evidence of insurability. In addition, in the case of a bargaining unit employee moving to a permanent position not covered by the

Benefit Plans, coverage under the Benefit Plans shall cease on the date on which coverage under any new insurance plan covering the employee in the new permanent position commences. In the case of existing employees moving into a permanent position covered by the Benefit Plans, coverage shall commence on the date on which coverage under any previous insurance plans ceases.

- 31.7 Employees are entitled to a full explanation from the Carrier(s) when claims are refused under a Benefit Plan.
- 31.8 Family coverage for the following benefits shall include coverage for same sex partners; Supplementary and Dependant Life Insurance (Article 33), Supplementary Health and Hospital Insurance (Article 34), Dental Plan (Article 35).
- 31.9 The employee's share of the annual Employment Insurance (EI) rebate will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

ARTICLE 32 - JOINT BENEFITS COMMITTEE

- 32.1 The Joint Benefits Committee shall be composed of an equal number of representatives from the Employer and from the Association, with up to six (6) representatives in total. At meetings of the Committee, each party may be accompanied by an actuary or other resource persons to provide technical advice and counsel.
- 32.2 **Duties of the Joint Employer/Employee Relations Committee in Relation to Benefits**
- 32.2.1 The duties of the Committee shall consist of the following:
- (a) Resolve communications issues regarding the Benefit Plans insofar as they affect AMAPCEO Unit employees;
 - (b) Review the performance of the Carrier(s) regarding claims of the Benefit Plans insofar as they affect AMAPCEO unit employees;
 - (c) Ensure that benefits information summarizing all employee benefits, is made available to all employees. The Employer shall cover all costs related to the provision of this information.
 - (d) Meet and review annually the financial experience of the Plans, including all financial reports ordinarily provided to the Employer by the Carrier(s);
 - (e) Meet monthly or as required to review and make decisions on complaints or differences involving the denial of benefits provided under the Benefit

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Plans to an individual, when such issues have not been resolved through the existing administrative procedures.

32.2.2 Claims Review

32.2.2.1 All complaints by individuals that they have not received their proper entitlement to benefits under the Benefit Plans shall be made to the Joint Employer/Employee Relations Committee.

32.2.2.2 Where a claim dispute, and/or Committee related procedural issues, cannot be resolved by consensus of the parties, the parties will be joined by an additional member who shall be a mutually agreed upon independent third party.

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

32.2.2.4 Appropriate impartial medical consultants shall be available to the committee in an advisory capacity to provide information on the nature of specific illnesses or disabilities.

32.2.2.5 The fees and expenses of the medical consultants referred to in this Article and the independent third party referred to in this Article shall be divided equally between the Employer and the Association.

32.2.2.6 The Employer shall provide relevant information on the claim denial to the Committee for its consideration.

32.2.2.7 The independent third party shall adopt a process and procedure that he or she considers appropriate in the circumstances having regard to the nature of the dispute, the need for a fair process of dispute resolution, and the desirability of ensuring the resolution of the dispute in an expeditious and informal manner. This may include limiting the nature and extent of the evidence; determining the manner in which the complaint shall be resolved, with or without an oral hearing; and imposing such other conditions as he or she considers appropriate.

32.3 The Carrier(s) shall provide additional information for the Committee's consideration as may be reasonably requested by a member of the Committee.

32.4 Decisions of the committee or, where the Committee cannot reach consensus, decisions of the independent third party referenced in Article 32.2.2 are final and binding on the Employer, the Association, the employees and the Carrier.

ARTICLE 33 - LIFE INSURANCE

33.1 The Employer shall pay one hundred percent (100%) of the monthly premium for

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basic life insurance coverage for full time employees covered by this Collective Agreement.

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

ARTICLE 34 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

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

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

- 34.2 The Supplementary Health and Hospital Insurance Plan shall include reimbursing employees for the following:
- (a) ninety percent (90%) of the cost of all prescription drugs that by law require a physician's prescription, including injectable drugs, and medicines prescribed by a licensed physician or other licensed health professional who is legally authorized to prescribe such drugs, and dispensed by a licensed

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

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

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- (iii) the services of a chiropractor, osteopath, naturopath, podiatrist, chiropodist, physiotherapist and masseur, if licensed and practising within the scope of their license to a maximum of thirty-five dollars (\$35) per visit for each visit not subsidized by OHIP and to an annual maximum of twelve hundred dollars (\$1200) for each type of service.
- (f) the services of a psychologist, at the rate of forty dollars (\$40) per half hour, to an annual maximum of fourteen hundred dollars (\$1400). Coverage shall also include services rendered by a social worker with a Master's Degree in Social Work, where such services are equivalent to the services that would otherwise be provided by a psychologist;
- (g) Orthopaedic Shoes: Custom-made orthopaedic shoes, or modifications to stock, off-the-shelf orthopaedic shoes, specifically designed and constructed for the employee or dependent (or have been modified to accommodate the person's particular medical needs) when prescribed by a physician, podiatrist or chiropodist are covered at seventy-five percent (75%) of the cost or repair per year to a maximum of five hundred dollars (\$500) per year;
- (h) Orthotic Appliances: Corrective shoe inserts specifically designed and constructed for the employee or dependent and prescribed by a physician, chiropractor, podiatrist or chiropodist are covered at one hundred percent (100%) of the cost or repair per year to a maximum of five hundred dollars (\$500) per year;
- (i) Effective January 1, 2007 the Supplementary Health & Hospital Plan will be amended to include expanded coverage for Diabetic Pumps and Supplies as follows:
 - (i) Purchase of Insulin Infusion Pumps to a maximum of two thousand five hundred dollars (\$2,500) every 5 years per person.
 - (ii) Purchase of Insulin Jet Injectors (eg. Medi-injectors, preci-jets) to a maximum of one thousand dollars (\$1,000), every five years per person.
 - (iii) Purchase and/or repair of one Blood Glucose monitoring machine per consecutive four (4)-year period to a maximum of four hundred (\$400) per person,
 - (iv) 100% of the purchase of supplies required for the use of the above referenced diabetic appliances (Insulin will continue to be reimbursed as an eligible drug, not through this article).

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

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

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

34.5 **Coverage for Dependants of Deceased Employees**

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

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

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

The Drug Card program shall include the following elements:

- (a) Employees shall be obliged to enrol themselves and all eligible participants in the Drug Card program before coverage shall be provided to the respective employee or eligible participant.
- (b) The Employer and the carrier shall have the right to ensure that the benefits of the employee and other eligible participants under the Drug Card program shall be coordinated with any other drug plan under which the employee and the eligible participants may be entitled to coverage.
- (c) The Drug Card program shall include a feature known as 'drug utilization review', which ensures that drugs are dispensed safely and responsibly to employees.
- (d) A separate and distinct insured benefits plan number will be established for administrative purposes only (no separate experience rating).

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

34.8 Out-of-Country Medical Coverage

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

34.8.2 Subject to Article 34.8.1, an employee may apply to enrol in this coverage upon hire or at any time thereafter. Where an employee enrolls and later decides to terminate coverage, his or her decision is irrevocable and they will not be able to re-enrol.

ARTICLE 35 - DENTAL PLAN

35. Reimbursement of Dental Expenses

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

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

- (a) eighty-five percent (85%) for basic dental care services, which effective March 1, 2002 shall be amended to include the following coverage:
 - (i) pit and fissure sealant treatment shall be added to the Plan for eligible dependant children; and
 - (ii) the dental recall period shall be extended to nine (9) months except for dependant children age twelve (12) and under.
- (b) fifty percent (50%) for denture services with a lifetime maximum amount payable of three thousand dollars (\$3,000) per person;
- (c) fifty percent (50%) for orthodontic services for dependent children between the ages of six (6) and eighteen (18) with a lifetime maximum amount payable of three thousand dollars (\$3,000) per child;
- (d) fifty percent (50%) for major restorative services with an annual maximum

amount payable of two thousand dollars (\$2,000) per person.

35.3 Coverage for Dependants of Deceased Employees

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

35.4 Dental Claim Reimbursement Option

35.4.1 Effective April 1, 2018, and notwithstanding Article 35.2, employees have the option, with the agreement from the dentist, to authorize the insurance carrier to pay their dentist directly for eligible claim expenses. For clarity, this shall not impact eligibility requirements or coverage of dental benefits and employees are responsible for making payments to the dentist at the time of service for any applicable deductible and out of pocket expenses not covered by the Dental Insurance Plan.

35.4.2 Notwithstanding the option referred to in Article 35.4.1, employees may continue to pay the dentist directly for any services provided and submit claims in the insurance carrier for reimbursement of eligible expenses.

ARTICLE 36 - LONG TERM INCOME PROTECTION

36. Long-Term Income Protection

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

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

36.2 Effective December 31, 1993 and annually thereafter, the total monthly payment of LTIP under the Plan shall be increased by up to 2% based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.

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

36.3 Every employee appointed to the regular service on or after March 1, 1971 shall

participate in the plan. An employee who was appointed to the regular service before March 1, 1971,

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

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

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

36.5.2 The LTIP coverage will terminate on the earliest of the following:

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

36.5.3 The LTIP benefits payments continue until the earliest of:

- (a) the employee ceases to be totally disabled as defined in the plan;
- (b) death;

- (c) the date on which the employee attains the age of sixty-five (65) years.
- 36.6 Rehabilitative employment for employees receiving LTIP benefits, whether with the OFLSC or another Employer, shall be available in keeping with the existing practice. In arranging such employment, the Employer will take into account the employee's training, education and experience.
- 36.7 The Employer shall not permanently fill the position of an employee during the qualifying period and the first twenty-four (24) months of the benefit period.
- 36.8 Where, during the benefit period, the employee is able to perform the essential duties of his or her position and the position has not been declared surplus, he or she shall resume work, as directed by the Employer, within two weeks of the date that LTIP benefits cease. Where, for accommodation reasons, an employee cannot be returned to his or her position within the two week period, the Employer shall grant a leave of absence with pay pending the completion of the accommodation requirements, but in no event shall the leave of absence with pay exceed three months. The employee shall return to work, when accommodations are completed, on the date specified by the Employer. In order to be eligible for leave of absence with pay, the employee shall co-operate with the Employer regarding the return-to-work arrangements.
- 36.9.1 When an employee who has been receiving or was eligible to receive LTIP benefits is deemed able to perform the essential duties of his or her position but the position is no longer available due to the application of Article 36.7, the employee shall have all rights and entitlements under Article 27. Where no direct assignment, bump or unreduced pension/pension bridge is identified for and/or chosen by the employee on his or her return, he or she shall be eligible immediately for a temporary assignment, if available (despite Article 27.10.1 limiting eligibility for temporary assignments). The employee will be eligible for one temporary assignment only. If the employee refuses the offer of a temporary assignment, no further temporary opportunities will be sought for him or her.
- 36.9.2 The temporary assignment can be extended at the Employer's discretion except as limited by Article 18.7.2. Time spent on the temporary assignment does not constitute a hiatus in the employee's notice period. Therefore, should no direct assignment be found for the employee, his or her employment ends at the termination of either the notice period or the temporary assignment, whichever is later. The employee will receive salary protection, if applicable, only during the six (6) month notice period.
- 36.10 A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be provided to an employee and this document shall not be considered as termination of employment.

ARTICLE 37 - SHORT TERM SICKNESS PLAN

37.1 Effective April 1, 2018, a full time employee who is unable to attend to his or her duties due to sickness or injury is entitled, in each calendar year, to leave of absence,

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

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

For the purposes of this Article, where an employee, due to an accommodation measure or a return to work plan, works on a temporarily modified schedule, twenty (20) consecutive working days shall mean twenty (20) consecutive scheduled days of work for that employee.

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

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

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

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

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

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

Use of Accumulated Credits

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

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

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

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

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

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

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

37.11 For the purposes of this Article, the service requirement in Article 37.2 shall not include vacation leave of absence or any leaves without pay, but days worked before and after such leaves shall be considered consecutive. However, days worked before and after any leave of absence with or without pay due to an

employee's illness or injury are not considered to be consecutive. Leaves with pay (other than for vacation, education, illness or injury) and statutory holidays are included in the determination of such service.

ARTICLE 38 - TERMINATION PAYMENTS

- 38.1 Except where an employee voluntarily resigns, he or she is entitled to termination payments as provided for in the *Public Service of Ontario Act, 2006*, Management Board of Cabinet Compensation Directive, August 20, 2007, sections 60 through 68, which are hereby incorporated by reference into this agreement.
- 38.2 Notwithstanding Article 38.1, an employee employed as of April 5, 2005 who voluntarily resigns is entitled to termination pay for service accrued up to April 5, 2005.
- 38.3 For clarity a decision of an employee to retire under a provision of the Public Service Pension Plan is not a voluntary resignation for the purpose of this article.
- 38.4 Notwithstanding Article 38.1, an employee appointed on or after January 1, 2010 is not entitled to termination payments as provided for in this article.

For clarity, this does not apply to a fixed term employee who on or after January 1, 2010 is appointed to the regular service, where that regular employee's continuous service will include any fixed term service accumulated on or before January 1, 2010.

ARTICLE 39 – WORKERS' COMPENSATION

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

an employee that is less than the regular salary of the employee, and the award applies for longer than the period set out in Article 39.2, and the employee has accumulated credits, their regular salary shall be paid if the employee so chooses, and the difference between the regular salary paid after the period set out in Article 39.2 and the compensation awarded shall be converted to its equivalent time and deducted from their accumulated credits (vacation, time-in-lieu, attendance credits and compensation option credits).

- 39.4 Where an employee receives an award under the *Workplace Safety and Insurance Act, 1997*, and the award applies for longer than the period set out in Article 39.2 (i.e. three (3) months), the Employer will continue subsidies for Basic Life, LTIP, Supplementary Health and Hospital and the Dental Plan. The Employer will also continue to make Pension payments, for the period during which the employee is receiving the award, if the employee continues to pay his or her share.
- 39.5 Where an employee is absent by reason of an injury or occupational disease for which an award is made under the *Workplace Safety and Insurance Act, 1997*, and the award applies for longer than the period set out in Article 39.2 the employee shall be entitled to elect to go on the Short Term Sickness Plan under Article 37 (Short Term Sickness Plan) as an option following the expiry of the application of Article 39.2.
- 39.6 For vacation purposes and for purposes of determining qualification for severance pay under Article 38, (Termination Payments) the period of Workers' Compensation absence is included in determining an employee's years of continuous service.

ARTICLE 40 - ENTITLEMENT ON DEATH

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

ARTICLE 41 - MEAL ALLOWANCE

- 41.1 In accordance with the Employer's *Travel, Meal and Hospitality Expenses Directive* as of November 2004 (& revised January 2017) reimbursement rates for meals shall be:

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

41.2 To the extent that the reimbursement rates for meals in the Directive change, so shall the amounts in Article 41.1.

ARTICLE 42 - KILOMETRIC RATES AND USE OF PRIVATE VEHICLE

42.1 If an employee uses his or her own vehicle on the Employer's business, he or she shall be reimbursed at rates for expenses incurred on or after March 31, 2018, that shall not be less than:

Kilometres Driven

0 - 4,000 km	44 cents /km
4,001 - 10,700 km	39 cents /km
10,701 - 24,000 km	33 cents /km
over 24,000 km	28 cents /km

To the extent that the provisions of this article are improved by the Ontario Legislative Assembly for employees of the Legislature, then those rates will apply.

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

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

ARTICLE 43 - ISOLATION PAY

43.1 An employee who is stationed at a work location which receives a total of eight (8) or more points under the factors outlined in sub-sections 43.3.1 and 43.3.2 of this Article shall be paid an isolation allowance in accordance with the following scale:

8 points	\$ 3.45 per week
9 - 12 points	\$ 5.18 per week
13 - 16 points	\$ 6.90 per week
17 - 20 points	\$ 8.63 per week
21 - 24 points	\$10.35 per week
25 - 28 points	\$12.08 per week
29 - 32 points	\$13.80 per week
33 - 36 points	\$15.53 per week
37 - 40 points	\$17.25 per week

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41 - 44 points \$18.98 per week
 45 - 48 points \$20.70 per week

43.2 For purposes of this Article, “work location” is defined as the address of the working place at which the employee is normally stationed.

43.3 This Article shall not apply to employees whose work locations are south of the following boundary lines: Border of the State of Minnesota and Ontario easterly along the northern shores of Lake Superior and Lake Huron (inclusive of such islands as Manitoulin) to the French River; French River to Lake Nipissing; Lake Nipissing easterly to Highway 17; Highway 17 to Mattawa.

43.3.1 Population of the largest centre of population within eighty (80) kilometres of the employee's work location:

Population	Points Assigned
1 - 249	14
250 - 499	12
500 - 999	10
1,000 - 1,999	8
2,000 - 2,999	6
3,000 - 3,999	4
4,000 - 4,999	2
5,000 or more	0

43.3.2 Distance from the employee's work location to a centre of population of 5,000 or more:

Distance	Travel by Road	Travel Only by Means Other Than Road
80 km or less	0	0
81 - 160 km	6	9
161 - 320 km	2	17
321 - 480 km	18	26
Over 480 km	24	34

43.4.1 In establishing the points to be assigned to each location in accordance with 43.3.1, population shall be determined by reference to the following publications:

- For Incorporated Communities:
The Municipal Directory, published by the Ministry of Municipal Affairs.
- For Unincorporated Communities and Indian Reserves:
Directory, Northern Ontario, published by the Ministry of Northern Development and Mines.

- 43.4.2 In establishing the points to be assigned to each location in accordance with 43.3.2, distance shall be determined by reference to the following publications:
- Ontario/Canada Official Road Map, published by the Ministry of Transportation.
 - Distance Tables, King's Secondary Highways and Tertiary Roads, published by the Ministry of Transportation.
- 43.5.1 Points assigned to each location in accordance with 43.3.1 and 43.3.2 shall be reviewed annually.
- 43.5.2 Amendments to any isolation allowance entitlement under 43.1 resulting from the review shall be implemented effective from April 1 of each year.

ARTICLE 44 – SALARY

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

ARTICLE 45 – MERIT PAY

- 45.1 For employees in AMAPCEO classifications who are not at the maximum of their salary range:
- 45.2 Effective April 1, 2013, a merit increase for a twelve (12) month work cycle coinciding with the employee's anniversary date shall be processed in an amount of 0-5% of his or her salary at the discretion of the Employer. An employee's merit increase for satisfactory performance shall be three percent (3%) of his or her salary.
- 45.3 Where an employee's performance rating results in a merit increase that will cause his or her salary to exceed the maximum salary for his or her classification, the amount of the merit increase in excess of the maximum salary will be paid out as a lump sum bonus. Such lump sum bonus will not increase the employee's base salary for any purpose.

ARTICLE 46 - HOURS OF WORK

- 46.1 The hours of work shall be 36.25 hours per week.
- 46.2.1 Where the Employer authorizes an employee to work in excess of 7.25 hours on a regularly scheduled work day, the employee shall receive:
- (a) compensating leave of one (1) hour for each hour worked between 36.25 hours and 44 hours (inclusive) per work week, in respect of the total hours worked during the week on regularly scheduled work days; and
 - (b) compensating leave of one and one-half (1.5) hours for each hour worked in excess of 44 hours per work week, in respect of the total hours worked during the week on regularly scheduled work days.
- 46.2.2 Where the Employer authorizes an employee to work on his or her day off, the employee shall receive compensating leave of one and one-half (1.5) hours for each hour worked.
- 46.2.3 For the purposes of calculating an employee's entitlement, a period worked in excess of fifteen (15) minutes will be rounded to the next half hour.
- 46.3.1 Where an employee works excess hours in accordance with Article 46.2.1, the employee shall accumulate compensating leave for such excess hours unless the employee requests, at the time the excess hours are worked, to be provided with pay-in-lieu of compensating leave. Where an employee requests pay-in-lieu of compensating leave, the Employer will not unreasonably withhold agreement for such payment. Compensating leave shall be taken at a time mutually agreed upon.

When leave is requested, the Employer will not unreasonably withhold such agreement for such leave.

When pay in lieu of compensating leave is requested, payment, calculated at the rates in place when the compensating leave was earned, shall be made within two (2) months of the pay period within which the excess hours were worked.

- 46.3.2 Where at the end of the calendar year an employee has remaining accumulated compensating leave, the employee and manager shall endeavour to agree on the scheduling of such compensating leave in an effort to utilize the compensating leave by June 30, and neither the employer nor employee will unreasonably withhold agreement. Failing agreement, the Employer shall reasonably determine the time of the compensating leave.
- 46.3.3 Compensating leave accumulated in a calendar year which is not used before June 30 of the following year, shall be paid, on a lump sum basis, at the rate it was earned (annual salary divided by 1891). On termination of employment, or on an employee assuming a permanent position outside the bargaining unit, an employee who has not used all of his or her compensating leave earned under this article shall be paid, on a lump sum basis, for all remaining compensating leave hours. The lump sum payment will not increase the base salary for any purpose.
- 46.3.4 There shall be no duplication or pyramiding of any premium payments or compensating leave provided by the Collective Agreement.
- 46.4 An employee shall not be considered to be working overtime merely because they are carrying a pager, computer, cell phone or blackberry.
- 46.5 When regular part time employees, or fixed term employees who are scheduled to work less than 36.25 hours per week, work in excess of their scheduled number of hours, they shall be paid equal time up to 36.25 hours in a week. Thereafter, Article 46.2.1 applies. For clarity, Article 46.2.2 does not apply to hours worked on a day off which falls on a weekday, but does apply to hours worked on Saturdays and Sundays where they are not scheduled work days.
- 46.6 **Recording:** Compensating leave earned under this article will be added to the employee's accumulated compensating leave bank within 6 (six) weeks of the pay period within which the employee had properly submitted the required documentation to his or her manager.

ARTICLE 47 - ALTERNATIVE WORK ARRANGEMENTS

- 47.1 Alternative Work Arrangements (AWAs) include: compressed work week, flexible hours, job sharing and telecommuting. AWAs may be entered into by mutual agreement between an employee and his or her manager. In considering any AWA,

the manager will consider, in good faith, both the employee's request and the operational viability of the AWA for the work site.

- 47.2 Arrangements related to compressed work week, flexible hours and job sharing entered into by an employee and his or her immediate supervisor shall be adjusted and amended to reflect the provisions of Article 46.2 with necessary modifications. The parties' intent is that compensating leave would apply, in accordance with Article 46 as modified to address particular hours of work arrangements.
- 47.3 Where a manager seeks to cancel or amend an AWA, the manager shall provide notice to the affected employee(s) in writing at least one (1) month prior to the proposed cancellation or amendment.
- 47.4 The Joint Employer-Employee Relations Committee shall enter into a reporting process on the current status of AWAs in the ministry, including identifying the number of AWAs that:
- (a) are currently in existence in worksites,
 - (b) have begun in worksites within a mutually agreed upon period of time,
 - (c) were cancelled in worksites within a mutually agreed upon period of time, and
 - (d) were denied in worksites within a mutually agreed upon period of time.

ARTICLE 48 - RECLASSIFICATION TO ANOTHER BARGAINING UNIT

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

ARTICLE 49 - COMPENSATION OPTION CREDIT

- 49.1 Effective January 1, 2016, employees are not entitled to accumulate compensation option credits.
- 49.2 With the approval of the employee's manager, an employee may take leave of absence with pay in respect of some or all of the employees accumulated compensation option credits at the rate of one day of leave of absence with pay for each compensation option credit to which the employee is entitled, and the

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employee's accumulated compensation option credits shall be reduced by the leave of absence with pay taken.

- 49.3 Each or part thereof by which a leave of absence with pay taken by a person under Article 49.2 exceeds the person's accumulated compensation option credits shall be deducted from the person's vacation credits, and the person shall repay to the Employer the salary paid to him or her for any day or part thereof of the leave of absence with pay that cannot be so deducted.
- 49.3.1 Any amount to be repaid under Article 49.3 may be deducted from any payment the employee is entitled to receive from the Employer in respect of salary or termination of employment or otherwise.
- 49.4 The parties agree that employees are entitled to use any accumulated compensation option credits to reduce the amount of unpaid leave required under the pension bridging option of Article 27. The parties also agree that no further accumulation of any credits shall accrue during the unpaid portion of the pension bridging option during which an employee is using accumulated compensation option credits.
- 49.5 Information regarding accumulated compensation option credits shall be available pursuant to Article 30.16.
- 49.6 Any compensation option credits accumulated by an employee will be used in their entirety by no later than August 1, 2022. Compensation option credits remaining after August 1, 2022 will be forfeited. This issue shall not be reopened in subsequent collective bargaining.

ARTICLE 50 - SHIFT PREMIUM

- 50.1 Effective April 1, 2011, an employee shall receive a shift premium of ninety eight cents (98 cents) per hour for all regularly scheduled hours worked between 5:00 p.m. and 7:00 a.m. Where more than fifty percent (50%) of the regularly scheduled hours worked fall within this period, the ninety eight cents (98 cents) per hour premium shall be paid for all regularly scheduled hours worked.
- 50.2 Notwithstanding provision #50.1 of this article, where an employee's regularly scheduled hours of work normally fall within the period between 7:00 a.m. and 5:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 5:00 p.m. and 7:00 a.m.
- 50.3 Shift premiums shall not be considered as part of an employee's basic salary.
- 50.4 Shift premiums shall not be paid to an employee who for mutually agreed upon reasons works a shift for which he or she would otherwise be entitled to a shift premium.

ARTICLE 51 - TERM AND RENEWAL

- 51.1 Unless otherwise specified, this agreement shall be effective from the date of ratification until March 31, 2022.
- 51.2 Either party to the collective agreement may, within the period of ninety (90) calendar days before the agreement ceases to operate, give notice in writing of its desire to bargain with a view to the renewal with or without modification of the agreement then in operation or to the making of a new agreement.
- 51.3 In the event neither party gives notice to bargain in accordance with Article 51.2, this agreement shall be automatically renewed for a period of one (1) year.

PT.1 REGULAR PART TIME EMPLOYEES

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

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

PT.2 Applicable Articles

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

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

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

PT.3 Non-Working Day

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

PT.4 Isolation Pay

PT.4.1 Isolation pay as provided by Article 43 (Isolation Pay) shall be pro-rated based on the proportion of the employee’s weekly hours of work to the normal hours of work for the class as follows:

$$\frac{\text{Weekly hours of work}}{\text{Normal hours of work for the class (Weekly)}} \times \text{Allowance per week for the appropriate point rating}$$

PT.5 Holidays

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

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

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

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

PT.5.3 Where a holiday specified in Article PT5.1 falls on a Saturday or Sunday, or when any two of them fall on a successive Saturday and Sunday, the holiday(s) shall be scheduled on the next following regular working day(s) that is not itself a listed holiday.

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

PT.5.5 Where an employee is scheduled to work on one of the holidays listed in Article PT5.1 and is unable to do so because of illness, absence on Workers' Compensation, vacation or other authorized leave, there will be no deduction from the employee's Short-Term Sickness Plan or accumulated credits, and the holiday will be deemed to have been taken.

PT.6 Vacation

PT.6.1.1 Up to and including December 31, 2015, an employee shall earn a pro-rated portion of the vacation credits shown below based on the ratio that his or her weekly hours of work bear to full time employment.

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

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

PT.6.1.3 Effective January 1, 2016, an employee shall earn a pro-rated portion of the vacation credits shown below based on the ratio that his or her weekly hours of work bear to full time employment.

- (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 ($\frac{27}{12}$) days per month after fifteen (15) years of continuous service (thirty-one(31) days per full calendar year);

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

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

PT.6.3 An employee is not entitled to vacation credits under Article PT6.1 in respect of a whole month in which the employee:

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

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

PT.6.5 An employee shall be credited with his or her vacation credits for each year on the 1st day of January in the year, including any increase in entitlements due to occur during the year.

PT.6.6 An employee may accumulate vacation credits to a maximum of twice his or her annual vacation credits, but shall be required to reduce this accumulation to a maximum of one (1) year's entitlement by December 31 of each year.

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

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

The Employer shall grant to the employee, at his or her request a leave of absence with pay to replace the vacation credits.

PT.6.8 An employee commencing employment during the year shall be credited at that time with vacation credits calculated in accordance with Article PT6.1, for the balance of the calendar year.

PT.6.9 An employee with the approval of his or her manager or designee, may take vacation to the extent of his or her vacation entitlement and his or her accumulated

vacation credits shall be reduced by the vacation taken. Such approval will be subject to operational requirements, but, it is also agreed that such approval will not be unreasonably withheld.

PT.6.10 An employee who completes twenty-five (25) years of continuous service on or before the last day of the month in which the employee attains sixty-four (64) years of age is entitled, after the end of that month, to pre-retirement leave with pay of up to five (5) days based on the ratio that his or her weekly hours of work bear to full time employment.

PT.6.11 Where an employee leaves the public service prior to the completion of six (6) months of continuous service, he or she is entitled to vacation pay at the rate of four per cent (4%) of the earnings of the employee during the period of his or her employment.

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

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

PT.6.14 Where an employee ceases to be an employee, there shall be deducted from the employee's accumulated vacation credits an amount in respect of the whole months remaining in the year after the person ceases to be an employee computed at the rate set out in Article PT6.1.

PT.6.15 Vacation taken in excess of the vacation credits to which an employee is entitled on the date the employee ceases to be an employee shall be deducted from the amount paid to the employee under Article 40 (Termination Payments) and Article 38 (Entitlement on Death) and from any salary to which the employee may be entitled.

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

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

PT.7.1 Effective April 1, 2018, a part time employee who is unable to attend to his or her duties due to sickness or injury is entitled, in each calendar year, to leave of absence;

(a) with regular salary for that portion of six (6) working days equal to the portion the employee's regularly scheduled hours of work bear to full employment; and

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

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

PT.7.3 An employee who is on leave of absence with pay under this Article that commences on a regularly scheduled working day in one calendar year and continues to include a regularly scheduled working day in the next following year is not entitled to leave of absence with pay under this Article for a greater number of working days than are permitted under Article PT7.1, in the two (2) years until the employee has again completed the service requirement described in Article PT7.2

PT.7.4 An employee who was on leave of absence with pay under this Article for the number of days in a year permitted under Article PT7.1 is not entitled to leave of absence with pay under this Article in the following year until the employee has again completed the service requirement described in Article PT7.2.

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

(a) all deductions for Benefit Plans coverages referred to in Articles PT8, PT9, PT10, PT11, PT12, and under the Public Service Pension Act that would otherwise be made from the pay; and

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

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

PT.7.6 Information regarding the use of Short Term Sickness Plan days shall be available pursuant to Article PT6.16.

PT.7 Use of Accumulated Credits

PT.7.7 Accumulated credits includes vacation credits, compensation option credits,

compensating time off and attendance credits.

- PT.7.8 An employee who is on leave of absence and receiving pay under Article PT7.1(b) is entitled, at the employee's option, to have sufficient credits deducted from the employee's accumulated credits for each day to which Article PT7.1(b) applies and to receive regular salary for each such day.
- PT.7.9 An employee who is absent from employment due to sickness or injury beyond the total number of days leave of absence with pay provided for in Article PT7.1 shall have his or her accumulated attendance credits reduced by a number of days equal to the number of days of such absence and is entitled to leave of absence with pay on each such day.
- PT.7.10 Article PT7.9 does not apply to an employee who qualifies for and elects to receive benefits under the Long Term Income Protection Plan instead of using his or her accumulated attendance credits.
- PT.7.11 After seven (7) consecutive calendar days absence caused by sickness or injury, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's manager or designee, certifying that the employee is unable to attend to official duties.
- PT.7.12 Despite Article PT7.11, where the Employer has reason to suspect that there may be an abuse of sick leave, the Manager may require, at the Employer's expense, an employee to submit a medical certificate for any period of absence.
- PT.7.13 Where, for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Employer may require him or her to submit to a medical examination at the expense of the Employer. The employee and Employer shall attempt to come to agreement on a qualified medical practitioner to perform the examination. When agreement is not reached, the employee may choose a qualified medical practitioner from the referral service of the College of Physicians and Surgeons. If the employee fails to make such a choice within one (1) week of receiving referrals, the Employer may choose a qualified medical practitioner from the same referrals.
- PT.7.14 For the purposes of this Article, the service requirement in Article PT7.2 shall not include vacation leaves of absence or any leaves without pay, but days worked before and after such leaves shall be considered consecutive. However, days worked before and after any leave of absence with or without pay due to an employee's illness or injury are not considered to be consecutive. Leaves with pay (other than for vacation, education, illness or injury) and statutory holidays are included in the determination of such service.

PT.8 Benefits General

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- PT.8.1 “Benefit Plans” in Articles PT9, PT10, PT11, PT12 means the Basic Life Insurance Plan, the Supplementary & Dependent Life Insurance Plan, the Supplementary Health and Hospital Insurance Plan, (including vision and hearing aid coverage), the Dental Plan, and the Long-term Income Protection Plan in force as of September 1, 1997 with the Great West Life Assurance Company or any successor Plan.
- PT.8.2 Subject to the provisions of this Agreement, the benefits contained in the Benefit Plans as they were constituted on September 1, 1997 shall be provided to part time employees on the same terms and conditions as were in place on September 1, 1997. These benefits and terms and conditions may only be altered by mutual agreement of the parties.
- PT.8.3 During leaves-of-absence with pay, benefit coverage will continue. The Employer and employee will continue to pay the applicable premiums.
- PT.8.4 During pregnancy and parental leave, an employee who participates in any Benefit Plan may continue to do so unless he or she elects in writing not to do so. Unless an employee gives the Employer this written notice, the Employer and the employee shall continue to pay the applicable premiums.
- PT.8.5 The benefits contained in the Benefit Plans are supplemented by the provisions of Article 32 and Articles PT9, PT10, PT11, PT12. Where a conflict exists between the provisions of a Benefit Plan and this Agreement, the provisions of this Agreement shall prevail.
- PT.8.6 Where an existing employee permanently moves into or from a position not covered by a Benefit Plan (as defined in Article PT8.1) coverage for Basic, Supplementary and Dependent Life Insurance shall continue without there being any requirement for the employee to provide evidence of insurability. In addition, in the case of a bargaining unit employee moving to a permanent position not covered by the Benefit Plans, coverage under the Benefit Plans shall cease on the date on which coverage under any new insurance plan covering the employee in the new permanent position commences. In the case of existing employees moving into a permanent position covered by the Benefit Plans, coverage shall commence on the date on which coverage under any previous insurance plans ceases.
- PT.8.7 Employees are entitled to a full explanation from the Carrier(s) when claims are refused under a benefit plan.
- PT.8.8 Family coverage for the following benefits shall include coverage for same-sex partners; Supplementary and Dependant Life Insurance (Article PT.9), Supplementary Health and Hospital Insurance (Article PT.10), Dental Plan (Article PT.11).
- PT.8.9 The employee’s share of the annual Employment Insurance (EI) rebate will be retained by the Employer towards offsetting the cost of the benefits contained in

this Agreement.

PT.9 Life Insurance

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

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

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

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

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

PT.10 Supplementary Health and Hospital Insurance Plan

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

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

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

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

- (a) ninety percent (90%) of the cost of all prescription drugs that by law require a physician's prescription, including injectable drugs, and medicines prescribed by a licensed physician or other licensed health professional who is legally authorized to prescribe such drugs, and dispensed by a licensed pharmacist or by a physician legally authorized to dispense such drugs and medicine. For clarity, life-sustaining drugs or medicines shall continue to be covered on the same basis as under the previous collective agreement. Provided that a generic drug is listed in the Canadian Pharmaceutical Association Compendium of Pharmaceuticals and Specialities, reimbursement for drugs covered by the Plan will be based on the cost of the lowest priced generic version of the drug that the dispensing pharmacist can readily provide, unless the prescribing physician or health professional stipulates no substitution, in which case the reimbursement will be based on the cost of the drugs prescribed.
- (b) Reimbursement for hospital care for private or semi-private room and board shall be up to one hundred and twenty dollars (\$120.00) per day beyond the cost of standard ward care.
- (c) one hundred percent (100%) of the cost of diagnostic procedures, and radiology;
- (d) vision and hearing aid coverage shall include reimbursing employees for the following, subject to a ten dollar (\$10) deductible per person per calendar year, to a maximum of twenty dollars (\$20) per family per calendar year. Vision and hearing aid coverage shall be reimbursed:
 - up to three hundred and forty dollars (\$340.00) per person in any consecutive twenty-four (24) month period following the date the expense is incurred, for the purchase, fitting or repair of spectacle lenses, frames or contact lens prescribed by an Ophthalmologist or Optometrist, or laser eye correction surgery performed by a licensed practitioner providing services within the scope of their license.
 - up to twenty-five hundred dollars (\$2500.00) per person in a five (5) year period for the purchase and/or repairs of hearing aids (excluding batteries) prescribed by a physician certified as an otolaryngologist or by a qualified audiologist.
- (e) paramedical services include the following coverage per employee and each of their dependants:

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- (i) the services of an acupuncturist, at the rate of thirty-five dollars (\$35) per visit, to an annual maximum of twelve hundred dollars (\$1200);
 - (ii) the services of a speech therapist, at the rate of forty dollars (\$40) per half hour, to an annual maximum of fourteen hundred dollars (\$1400);
 - (iii) the services of a chiropractor, osteopath, naturopath, podiatrist, chiropodist, physiotherapist and masseur, if licensed and practising within the scope of their license to a maximum of thirty-five dollars (\$35) per visit for each visit not subsidized by OHIP and to an annual maximum of twelve hundred dollars (\$1200) for each type of service.
- (f) the services of a psychologist, at the rate of forty dollars (\$40) per half hour, to an annual maximum of fourteen hundred dollars (\$1400). Coverage shall also include services rendered by a social worker with a Master's Degree in Social Work, where such services are equivalent to the services that would otherwise be provided by a psychologist;
- (g) Orthopaedic Shoes: Custom-made orthopaedic shoes, or modifications to stock, off-the-shelf orthopaedic shoes, specifically designed and constructed for the employee or dependent (or have been modified to accommodate the person's particular medical needs) when prescribed by a physician, podiatrist or chiropodist are covered at seventy-five percent (75%) of the cost or repair per year to a maximum of five hundred dollars (\$500) per year;
- (h) Orthotic Appliances: Corrective shoe inserts specifically designed and constructed for the employee or dependent and prescribed by a physician, chiropractor, podiatrist or chiropodist are covered at one hundred percent (100%) of the cost or repair per year to a maximum of five hundred dollars (\$500) per year;
- (i) Effective January 1, 2007 the Supplementary Health & Hospital Plan will be amended to include expanded coverage for Diabetic Pumps and Supplies as follows:
- (i) Purchase of Insulin Infusion Pumps to a maximum of two thousand five hundred dollars (\$2,500) every 5 years per person.
 - (ii) Purchase of Insulin Jet Injectors (eg. Medi-injectors, preci-jets) to a maximum of one thousand dollars (\$1,000), every five years per person.
 - (iii) Purchase and/or repair of one Blood Glucose monitoring machine

per consecutive four (4)-year period to a maximum of four hundred dollars (\$400) per person.

- (iv) 100% of the purchase of supplies required for the use of the above referenced diabetic appliances (Insulin will continue to be reimbursed as an eligible drug, not through this article).

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

PT.10.5 Coverage for Employees Who Are Totally Disabled

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

PT.10.6 Coverage for Dependants of Deceased Employees

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

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

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

The Drug Card program shall include the following elements:

- (a) Employees shall be obliged to enrol themselves and all eligible participants in the Drug Card program before coverage shall be provided to the respective employee or eligible participant.
- (b) The Employer and the carrier shall have the right to ensure that the benefits of the employee and other eligible participants under the Drug Card program shall be coordinated with any other drug plan under which the employee and the eligible participants may be entitled to coverage.

- (c) The Drug Card program shall include a feature known as ‘drug utilization review’, which ensures that drugs are dispensed safely and responsibly to employees.
- (d) A separate and distinct insured benefits plan number will be established for administrative purpose only (no separate experience rating).
- (e) This article does not change, alter or amends the drugs covered by AMAPCEO’s plan, or any other benefit or entitlement, and is intended solely to provide for direct payment of the current drug plan.

PT.10.9 Out of Country Medical Coverage

PT.10.9.1 Effective April 1, 2018, the Employer will provide all employees with the option to enrol in out-of-country medical coverage. Employees who choose to enrol in this coverage will be responsible for 100% of the monthly premium.

PT.10.9.2 Subject to Article 10.9.1, an employee may apply to enrol in this coverage upon hire or at any time thereafter. Where an employee enrolls and later decides to terminate coverage, his or her decision is irrevocable and they will not be able to re-enrol.

PT.11 Dental Plan

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

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

- (a) eighty-five percent (85%) for basic dental care services, which effective March 1, 2002 shall include the following coverage:
 - (i) pit and fissure sealant treatment shall be added to the Plan for eligible dependant children; and
 - (ii) the dental recall period shall be extended to nine (9) months except for dependant children age twelve (12) and under.

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

PT.11.2.1 Dental Claim Reimbursement Option

PT.11.2.2 Effective April 1, 2018, and notwithstanding Article PT.11.2, employees have the option, with the agreement from the dentist, to authorize the insurance carrier to pay their dentist directly for eligible claim expenses. For clarity, this shall not impact eligibility requirements or coverage of dental benefits and employees are responsible for making payments to the dentist at the time of service for any applicable deductible and out of pocket expenses not covered by the Dental Insurance Plan.

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

PT.11.3 Coverage for Dependants of Deceased Employees

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

PT.12 Long-Term Income Protection

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

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

PT.12.2 Effective December 31, 1993 and annually thereafter, the total monthly payment of LTIP under the Plan shall be increased by up to 2% based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.

Effective January 1, 2010 and annually thereafter, the total monthly payment of

LTIP under the Plan shall be increased by up to 2.5% based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.

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

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

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

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

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

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

(a) at the end of the calendar month in which the employment ceases;

(b) the end of the calendar month an employee attains the age of sixty-four (64) years and six (6) months;

(c) the date an employees enters the armed forces of any country on a full-time basis;

(d) the first of the month following the commencement of an employee's approved leave of absence without pay where the employee does not elect to pay the required premium.

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

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

PT.12.6 Rehabilitative employment for employees receiving LTIP benefits, whether with the OFLSC or another Employer, shall be available in keeping with the existing practice. In arranging such employment, the Employer will take into account the employee's training, education and experience.

PT.12.7 The Employer shall not permanently fill the position of an employee during the qualifying period and the first twenty-four (24) months of the benefit period.

PT.12.8 Where, during the benefit period, the employee is able to perform the essential duties of his or her position, and the position has not been declared surplus, he or she shall resume work, as directed by the Employer, within two (2) weeks of the date that LTIP benefits cease. Where, for accommodation reasons, an employee cannot be returned to his or her position within the two (2) week period, the Employer shall grant a leave of absence with pay pending the completion of the accommodation requirements, but in no event shall the leave of absence with pay exceed three (3) months. The employee shall return to work, when accommodations are completed, on the date specified by the Employer. In order to be eligible for leave of absence with pay, the employee shall co-operate with the Employer regarding the return-to-work arrangements.

PT.12.9.1 When an employee who has been receiving or was eligible to receive LTIP benefits is deemed able to perform the essential duties of his or her position but the position is no longer available due to the application of Article PT12.7, the employee shall have all rights and entitlements under Article 27. Where no direct assignment, bump or unreduced pension/pension bridge is identified for and/or chosen by the employee on his or her return, he or she shall be eligible immediately for a temporary assignment, if available (despite Article 27.10.1 limiting eligibility for temporary assignments). The employee will be eligible for one temporary assignment only. If the employee refuses the offer of a temporary assignment, no further temporary opportunities will be sought for him or her.

PT.12.9.2 The temporary assignment can be extended at the Employer's discretion except as limited by Article 18.7.2. Time spent on the temporary assignment does not constitute a hiatus in the employee's notice period. Therefore, should no direct assignment be found for the employee, his or her employment ends at the termination of either the notice period or the temporary assignment, whichever is later. The employee will receive salary protection, if applicable, only during the six (6) month notice period.

PT.12.10 A record of employment, if required in order to claim Employment Insurance

sickness and disability benefits, will be provided to an employee and this document shall not be considered as termination of employment.

PT.13 Pay Administration (amended only as follows):

- PT.13.1 The "basic hourly rate" of pay is the weekly rate of the class divided by thirty-six and a quarter ($36\frac{1}{4}$).
- PT.13.2 The "weekly" rate of pay for regular part-time employees is the basic hourly rate times the applicable weekly hours of work.
- PT.13.3 "Weekly hours of work" shall be the average of the regularly scheduled weekly hours of a position calculated over a period of four (4) consecutive weeks.
- PT.13.4 Despite the definition of "regular part-time employee", an employee who immediately before the coming into force of the *Public Service Act Regulation 977 1(3)(a)* was working fewer than $36\frac{1}{4}$ hours per week and who was receiving benefits as if he or she was a full-time employee shall be deemed to continue as a full-time employee for purposes of the receipt of benefits so long as he or she occupies the same position.

FXT.1 FIXED TERM EMPLOYEES

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

FXT.1.2 “Full time fixed term employee” means an employee in the Fixed Term Service regularly scheduled to work a minimum of 36 ¼ hours per week.

FXT.1.3 “Part time fixed term employee” means an employee in the Fixed Term Service regularly scheduled to work fewer than 36 ¼ hours per week.

FXT.1.4 “Irregular fixed term employee” means an employee whose employment contract does not have regularly scheduled hours of work.

FXT.1.5 The following sections in this Article shall apply only to fixed term employees:

FXT.2 Salary

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

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

FXT.2.3 The "basic hourly rate" of a part time or irregular fixed term employee is the weekly rate, (i.e., annual salary of the class divided by 52.17857), divided by thirty-six and a quarter (36¼).

FXT.2.4 Pursuant to Article 46.6, when part time or irregular fixed term employee works in excess of their scheduled number of hours, they shall be paid equal time up to 36.25 hours in a week. Thereafter, Article 46.2.1 applies. For clarity, Article 46.2.2 does not apply to hours worked on a day off which falls on a weekday, but does apply to hours worked on Saturdays and Sundays where they are not scheduled work days.

FXT.3 Holidays

FXT.3.1 Full-time fixed term employees will be entitled to the paid holidays listed in Article 29.1 (Holidays).

FXT.3.2 When a full-time fixed term employee is required to work on any holidays listed in Article 29.1 (Holidays), he or she is entitled to a compensating day as a holiday in lieu thereof.

FXT.3.3 Part time and irregular fixed term employees will be entitled to an amount equal to four and six-tenths per cent (4.6%) of gross pay (not including vacation pay under Article FXT.4.6) to compensate for the holidays listed in Article 29.1 (Holidays).

FXT.3.4 When a part time or irregular fixed term employee is required to work on any holidays listed in Article 29.1 (Holidays), he or she shall receive his or her regular day's pay in addition to the four and six-tenths percent (4.6%).

FXT.4 Vacation Pay

FXT.4.1 A full-time fixed term employee is entitled to vacation credits at the rate of 1¼ days for each full month in which he or she is at work or is on vacation leave of absence or leave of absence with pay.

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

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

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

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

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

FXT.5 Attendance Credits and Sick Leave

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

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

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

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

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

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

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

FXT.6 Pregnancy and Parental Leave

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

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

FXT.7 Filling of Positions with Fixed Term Employees

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

FXT.7.2 Where the same work has been performed by an employee in the Fixed Term Service for a period of at least eighteen (18) months, (except for situations where

the fixed term employee is replacing a regular employee on a leave of absence authorized by the Employer or otherwise absent as provided for under the collective agreement) and:

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

the ministry shall establish a position within the Regular Service to perform that work.

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

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

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

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

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

FXT.8 **Bereavement Leave**

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

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

FXT.9 Religious Accommodation

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

FXT.10 Payment in Lieu of Benefits

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

FXT.11 Termination of Employment

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

FXT.12 Other Articles Applicable to Fixed Term Employees

- 1 Recognition
- 2 Non-Discrimination/Harassment/Sexual Harassment
- 3 Management Rights
- 4 Information on Positions
- 5 Statement of Information/Duties to Employees
- 6 No Discrimination for Association Activities
- 7 Employee's Right to Representation
- 8 Leaves for Association Activities
- 9 Rights of Workplace Representatives
- 10 Dues
- 12 Employer/Employee Relations Committees
- 13 Bulletin Boards
- 15 Dispute Resolution

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16	Seniority (16.2.1 and 16.2.2)
17	Appointment to Regular Service (Articles 17.3.1 and 17.3.2)
18	Posting and Filling of Vacancies & New Positions (18.1, 18.3, 18.4, 18.5.2, 18.6 and 18.7.1)
20	Discipline and Discharge
21	Personnel Files and Disciplinary Records
23	Leaves - Articles 23.2.1(without pay), 23.3 (special and compassionate), 23.7 (jury/witness), 23.9.1 (emergency leave) and 23.10.1 (family medical leave)
25	Health & Safety
27	Job Security - Article 27.1.1(b)
41	Meal Allowances
42	Kilometric Rates and Use of Private Vehicle
45	Merit Pay
46	Hours of Work
47	Alternative Work Arrangements
48	Reclassification to Another Bargaining Unit
50	Shift Premium
51	Term and Renewal

Letter of Understanding re: Definition of "days"

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

This letter forms part of the collective agreement.

Robert Stambula

For AMAPCEO

Nancy Fisher

For the Employer

Letter of Understanding re: Organ or Bone Marrow Donation

October 18, 2012

Robert Stambula
Chair, AMAPCEO Negotiating Team

Re: Organ or Bone Marrow Donation

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

This letter forms part of the Collective Agreement.

Sincerely,

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

APPENDIX A

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

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

Between

**The Crown in Right of Ontario (Ministry of)
“the Employer”**

and

**Association of Management, Administrative and Professional Crown Employees of Ontario
(AMAPCEO)
“the Association”**

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

1. WORK UNIT AND STAFF COVERED

Detailed and specific description of work unit and employees covered.

2. HOURS OF WORK

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

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

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

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

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

3. EXCESS HOURS OF WORK

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

4. SHORT TERM SICKNESS PLAN

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

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

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

5. VACATION CREDITS/COC CREDITS

A deduction from the employee's vacation credits/COC credits will be made for each day of approved vacation/COC leave-of-absence. The deduction will be prorated to the length of the workday in the CWW cycle, as follows:

The credit will be prorated to the length of the CWW work day. For example, an employee off on a 7.76 hour CWW work day (3 week cycle), there will be a deduction of:

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

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

6. BEREAVEMENT/ DISCRETIONARY AND SPECIAL AND COMPASSIONATE LEAVE

Such leaves are not to be prorated.

7. WORKPLACE SAFETY AND INSURANCE

For the purpose of Article 39.2 of the Collective Agreement, "sixty-five (65) working days" shall be deemed to be 471.25 hours.

8. TRAINING ASSIGNMENTS

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

9. ATTENDANCE

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

10. GENERAL

10.1 Employees will take a minimum 30 minute lunch period.

10.2 No lieu day or substitution is allowed if an employee is sick on a CWW day off.

11 TERM

This Agreement shall be for ____ months (no longer than 12 months in duration) and will be effective from _____ to _____.

Without prejudice to the term of this CWW Memorandum of Agreement, it will be altered when and as required to reflect negotiated changes to the AMAPCEO Collective Agreement.

Either party may, upon thirty (30) calendar days written notice to the other party, terminate this CWW Memorandum of Agreement as per Article 47.3 of the AMAPCEO Collective Agreement.

DATED THIS DAY OF _____

AMAPCEO President

Ministry Official

Date

Date

The model agreement with respect to telework pilot arrangements is set out below:

**MODEL AGREEMENT WITH RESPECT TO TELEWORK PILOT ARRANGEMENTS
MEMORANDUM OF AGREEMENT**

Between

**The Crown in Right of Ontario (Ministry of)
“the Employer”**

and

**Association of Management, Administrative and Professional Crown Employees of Ontario
(AMAPCEO)
“the Association”**

- Purpose** 1 The purpose of this document is to outline and clarify some of the issues involved in the telework initiative being conducted by the (insert Ministry, Division and Branch).
- The Employee should read this carefully and discuss any questions with his/her manager.
- Term** 2 This Agreement shall be for ____ months (no longer than 12 months in duration) and will be effective from _____ to _____.
- Either party may propose amendments to the agreement which must be mutually agreed upon by the parties. If agreed upon, such amendments must be signed off by AMAPCEO, the employee and his or her manager.
- Telework Days per Week** 3 Telework days will not exceed ____ days per week at the alternative work location, but may be decreased at the request of the Employee or the Employer with reasonable notice.
- A work schedule identifying the Employee’s telework days will be developed between the Employee and their manager and attached to this document.
- Attendance at the Office** 4 The Employee understands and is aware of the requirement to report to the Employer’s official workplace on telework days for team meetings, training and/or at management’s discretion.
- Transportation** 5 The Employee is responsible for transportation costs to and from the official workplace.
- Work Hours** 6 The Employee’s regular hours of work at the teleworkplace will be within the core hours of _____, Monday to Friday. The Employee will be accessible via telephone and on-line during these hours.
- The Employee’s daily work schedule will consist of the same number of hours normally worked under their hours of work schedule (i.e., Schedule 6).

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- Tasks** 7 The Employee will be performing the duties as described in the job description and will abide by all of the Employer’s directives, policies, procedures and legislation while teleworking.
- Temporary Return to Official Workplace** 8 The Employee may be required to temporarily return to the official workplace for a period of time due to operational requirements such as prolonged system failure and inoperable equipment.
- Employee Salary and Benefits** 9 The Employee’s salary, job responsibilities and benefits will not change due to their involvement in the telework agreement.
- Teleworkplace** 10 The Employee’s teleworkplace will be located at:

(insert full address).

The Employee’s teleworkplace telephone number is:
_____.
- The Employee will provide six weeks advance notice of any change to the teleworkplace location. The telework agreement cannot be extended to any other location, such as a seasonal home or cottage, without authorization from the Employee’s manager.
- On telework days, the teleworkplace is the place of employment for the purpose of Article 42 of the AMAPCEO Collective Agreement.
- The official workplace will remain the regular worksite/place of employment for all other entitlements under the collective agreement.
- Zoning Regulations** 11 It is the Employee’s responsibility to ensure that a telework agreement is in accordance with the municipal zoning regulations and in accordance with the residential lease, if applicable.
- Family Responsibilities** 12 The Employee will have arrangements in place for regular dependent (child or elder) care.
- Government Equipment** 13 The Employer will determine what government equipment is required and shall be provided at the teleworkplace; said equipment will be used only as part of the Employee’s official duties. A list of the equipment provided to the Employee will be attached to this document.
- If there is a problem with the government equipment provided, the Employee will bring it in to the official workplace for repair.

Safety and Security 14 The Employee is responsible for ensuring security and safety requirements are met in the teleworkplace to protect the Employee, information and equipment that may be provided by the Ministry. A Health and Safety Telework Checklist, completed by the Employee and the manager, must be attached to this document.

The Employee will comply with the Employer's security policies, standards and procedures and will exercise reasonable care to protect government information, either electronic or hard copy, and assets against unauthorized disclosure, loss, theft, fire, destruction, damage or modification.

The Employee must also follow applicable confidentiality guidelines.

15 The Employee shall properly secure sensitive documents and related waste and bring them to the Employer's official workplace for destruction. The Employee shall comply with security policies, standards and procedures while departmental documents are being transported.

16 The Employee will meet with clients only at the Employer's official workplace or, if applicable, in the field.

17 The Employee will ensure that government information and assets are used in accordance with government policies. The Employee will use only the software provided by the Employer.

18 The Employee must immediately notify the Employer of any work-related accident and/or injury or breach of security involving information and/or assets occurring at the teleworkplace.

Coverage by the Workplace Safety and Insurance Board (WSIB) applies to work-related accidents that arise out of or occur in the course of employment.

Insurance 19 The Employee is responsible for ensuring their home insurance policies include appropriate coverage for a home office, where applicable.

Teleworkplace Cost 20 The Employer will not be responsible for costs relating to the teleworkplace beyond the purchase, installation and maintenance of government issue equipment and/or furniture.

On-site Visits 21 The Employee shall grant access to the teleworkplace to authorized representatives of the Employer, with proper identification, to carry out maintenance and/or provide technical support for government property. The timing of such access will be arranged between the Employee and the Employer's manager.

Termination of Arrangement

22 The telework agreement may be terminated at any time by either the Employee or the Employer on thirty (30) calendar days written notice or earlier by mutual agreement.

It is the Employee's responsibility to inform the Bargaining Agent of the termination of this agreement.

The arrangement automatically terminates if the Employee leaves the position that is the subject of this agreement.

Without prejudice to the term of this Telework Agreement, it will be altered when and as required to reflect negotiated changes to the AMAPCEO Collective Agreement.

DATED THIS DAY OF _____

Employee

Manager

AMAPCEO

Other
Ministry Official (If required under the
Ministry delegation of authority)

The model agreement with respect to flexible hours of work arrangements is set out below:

**MODEL AGREEMENT WITH RESPECT TO FLEXIBLE HOURS OF WORK
ARRANGEMENTS
MEMORANDUM OF AGREEMENT**

**Between
The Crown in Right of Ontario (Ministry of)
“the Employer”
and
Association of Management, Administrative and Professional Crown Employees of Ontario
(AMAPCEO)
“the Association”**

This Flexible Hours of Work (FHW) agreement is made in accordance with Article 47 of the AMAPCEO Collective Agreement.

Except as specified in this agreement, Ministry and Ontario Public Service policies and directives and the Articles of the current respective AMAPCEO Collective Agreement apply to AMAPCEO employees covered by this Memorandum of Agreement.

Section 1 – Employee(s) and Work Unit Covered

This section requires the following information: Employee(s), Job Title, Work Unit/Branch, Division, Region, Street Address, Manager.

Section 2 – Hours of Work

2.1 The parties agree that the employee will adhere to the following weekly work schedule:

Work Day	Monday	Tuesday	Wednesday	Thursday	Friday	Lunch Period
Hours of Work						

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

Section 3 – Training Assignments

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3.1 When an employee covered by this FHW agreement attends a training program, the Employer may change the employee's scheduled hours of work as set out in this agreement.

Section 4 – Term

4.1 This Agreement shall be for ____ months (no longer than 12 months in duration) and will be effective from _____ to _____.

4.2 Either party may, on written notice of thirty (30) calendar days to the other party, terminate this Agreement.

DATED THIS DAY OF _____

Employee

Manager, or other Ministry Official
(if required under the Ministry delegation of
authority)

Letter of Understanding re: Articling Students

The parties agree that the terms listed below shall apply to Articling Students employed by the Office of the French Language Services Commissioner:

- Articling Students are included in the AMAPCEO Bargaining Unit, effective July 1, 2018 and are subject to the FXT provisions of the Collective Agreement, unless otherwise indicated;
- The rate of pay for Articling Students will be equivalent to the rate of pay applicable to Articling Students who are represented by the Association of Law Officers of the Crown (ALOC) at the time each Articling Student begins their placement with the OFLSC.
- Article 18 shall not apply to the recruitment of an Articling Student position;
- Students must be individuals registered in a licensing process to become eligible to practice law in Canada;
- Contracts will be no longer than 12 months in duration, are not renewable and no more than two Articling Students will be employed by the OFLSC at any one time;
- Assignments will not include the non-trivial work of full-time employees in the bargaining unit, or substitute for the recruitment of a new AMAPCEO regular full time position.
- The Employer shall notify AMAPCEO via the regular disclosure process of all Articling Students hired by the OFLSC.

This letter of understanding forms part of the collective agreement.

Benjamin Rossiter
For AMAPCEO

Jean Gilles Pelletier
For the OFLSC

Letter of Understanding re: Resume Based Assessment

The parties agree that where an employee is issued a Notice of Layoff pursuant to Article 27.2 (Layoff), the Employer shall require the employee to update their resume within six (6) working days of receiving their Notice of Layoff. Thereafter, the Employer will review the employee's updated resume in order to evaluate whether the employee has the requisite entry level qualifications to perform the work functions of any vacant position in the AMAPCEO bargaining unit that is available for direct assignment, in accordance with Article 27 at the Office of the French Language Services Commissioner.

The onus is on the employee to ensure that their updated resume is current, complete and accurate.

The letter of understanding forms part of the collective agreement.

Burke Moffat

For AMAPCEO

Jean-Gilles Pelletier

For the Employer

Memorandum of Agreement re: Implementation of New Job Evaluation System

Whereas in the Collective Agreement that expired on March 31, 2004, the parties, in a letter of understanding, agreed to discuss the possibility of a new job classification/evaluation system;

And whereas, subsequent to that date the parties have signed Memoranda of Agreements on November 26, 2003, April 5, 2005, March 27, 2007 and April 27, 2009 where the parties agreed on processes for the completion of the job evaluation project, including the negotiation of the rates and salaries and any other monetary consequences of the implementation of the new job evaluation and classification system;

And whereas the parties have reached agreement on the implementation of a new Job Evaluation/Classification System:

The Employer and AMAPCEO agree to the following with respect to the implementation of a new Job Evaluation/Classification System:

1. The classification levels and salary ranges outlined in Appendix A are the new classification levels and salary ranges for the Job Evaluation/Classification system and shall be set out in the collective agreement. Upon implementation of the new job evaluation/classification system on October 1, 2013, these classification levels and salary ranges shall replace the existing classifications in Schedule 1 of the 2009-2012 collective agreement at pp. 120-127, and the corresponding salary schedule, at pp. 158-164 of that collective agreement.
2. Joint Working Group and Joint Steering Committee
 - i. The Joint Working Group (JWG) and Joint Steering Committee (JSC) shall be continued for the purposes of evaluating jobs under this Memorandum of Agreement.. The terms of reference for the JWG and JSC shall be as set out in Appendix G and H.
 - ii. Once all of the remaining positions referred to in subparagraph 4 (ii, Appendix D), (iii, Appendix E) and (iv, Appendix F) below have been evaluated and agreed to, the JSC and JWG shall be disbanded.
3. System for Evaluation of Positions

The parties agree that they will jointly evaluate and classify all the positions in subparagraphs 4 (ii), (iii), (iv) and paragraph 7 below in accordance with the following four documents: “Factor Language and Plan Overview”, “Final Factor Language”, Validation Process Flowchart, and paragraph 6 of the Memorandum of Agreement dated April 5, 2005, “A New Job Classification System for AMAPCEO” (which documents are attached as Appendix B.

4. In Scope Jobs

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- i. All positions that have been jointly evaluated by the parties up to the date hereof and whose new levels have been agreed to by the parties, are set out in Appendix C of this Memorandum which includes their existing classification and their new classification level.
- ii. All positions created prior to September 30, 2010 and which have not yet been described and/or evaluated jointly by the parties, are set out in Appendix D to this Memorandum of Agreement. Any position that is found to have been omitted shall be added to and form part of Appendix D.
- iii. The positions in Appendix C that have been identified by the Employer as potentially having changed significantly since they were initially described and evaluated, are set out in Appendix E.
- iv. The positions that have been created from October 1, 2010 to the date of ratification of this collective agreement are set out in Appendix F.
- v. All positions identified in Appendices D and F that do not have job descriptions drafted pursuant to the new job evaluation/classification system shall be described by the Employer according to the previously agreed to system, criteria, processes and procedures for completion of job descriptions. During this process, the Employer will provide the opportunity for each employee, or group of employees, and their manager(s), to review and comment upon his/her job description. Employees shall have fifteen (15) working days to provide any comments on his/her/their job description. The Employer will keep AMAPCEO apprised of progress during this process in writing on at least a monthly basis.
- vi. The positions identified in Appendix E shall have their job descriptions reviewed and updated as may be necessary according to the previously agreed to system, criteria, processes and procedures for completion of job descriptions. During this process, the Employer will provide the opportunity for each employee, or group of employees, and their manager(s), to review and comment upon his/her revised or, if not revised, the unchanged job description. Employees shall have fifteen (15) working days to provide any comments on his/her/their job description. The Employer will keep AMAPCEO apprised of progress during this process in writing on at least a monthly basis. The positions will then be re-evaluated by both the Employer and by the Association. The parties through the JWG and JSC, shall either confirm the existing classification, agree on a new classification or the matter will be put forward for final determination under paragraph 6. Sub-paragraphs vii - x of this paragraph and paragraph 7 of this Memorandum apply to these re-evaluations.
- vii. The evaluation of positions as described in subparagraphs 4 (ii) above, pursuant to the job classification/evaluation system as described in paragraph 3, shall be completed by the Employer by December 30, 2012, and submitted to the Association for its review at that time. The evaluation of positions as described in

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subparagraphs 4(iii) and (iv) above, pursuant to the job classification/evaluation system as described in paragraph 3, shall be completed by the Employer and submitted to the Association for its review on at least a monthly basis beginning November 30, 2012 and completed not later than February 28, 2013. The Association shall complete its review of these evaluations as soon as possible. Following review by the Association, the joint review of all remaining positions are to be conducted by the JWG and shall be completed as soon as possible.

- viii. The JSC may provide direction to the JWG and discuss any unresolved matters that are forwarded by way of written submission from the JWG.
- ix. The joint review of all written submissions referred to the JSC by the JWG shall be completed not later than September 30, 2013.
- x. The parties agree that there will be consultation and collaboration between the parties throughout the process. There will be full disclosure and sharing of information for all technical aspects of the process for implementing the job classification/evaluation system. In support of the completion of the project in a timely and collaborative manner, the parties agree to implement the following data sharing protocol:

The Employer shall send the Association data monthly, commencing on September 30, 2012. This data shall include the same type of data as has been previously provided, including:

- (a) Linked_Pos
- (b) JD Table of Contents
- (c) Accompanying folders (i.e. job description folders, comment folders, PIQs, legacy job descriptions and rationales)

The Association shall advise the Employer of any data integrity issues it identifies within one week of identifying the issue, and in any event no later than three (3) months after receipt of the information.

The sharing of data will continue until all positions in sub-paragraph 4 (ii-iv) are determined and all outstanding issues concerning them are resolved.

5. Date of Implementation

The date of implementation of the new classification levels and salary ranges resulting from implementation of the new Job Evaluation/Classification system shall be effective October 1, 2013.

6. Dispute Resolution Process for Job Evaluation Failing Agreement of the Parties

Collective Agreement 2018 to 2022 between AMAPCEO and OFLSC

- i. If the parties are unable to reach consensus in the JWG, regarding any of the remaining issues in dispute in respect of positions in sub-paragraphs 4ii-4iv, all outstanding issues in dispute will be forwarded by way of written submission to the JSC.
- ii. If the JSC is unable to reach consensus, the Association may request that an analysis of the employee's classification be completed and submitted to the JSC by a jointly agreed upon third-party neutral. The parties will share the cost of the third-party. The third-party will be provided with the following information:
 - a) The employee's job description;
 - b) The Job Evaluation Plan;
 - c) The Evaluation Rationale for each Position in dispute;
 - d) A summary, limited to two pages, from each party on the JWG and setting out their respective positions;
 - e) Each party will provide no more than three (3) comparators from one level below, one level above and from within the level.

The third-party may make such other inquiries as he/she may deem necessary and shall provide a written report to the parties within 30 days of the referral of the issue to him/her. The report will be considered by the JSC in an attempt to reach consensus.

- iii. If the JSC is unable to reach consensus, all outstanding issues in dispute shall be referred by way of written submissions to a Job Evaluation Appeals Committee (JEAC)
 - iv. The JEAC shall consist of the Deputy Minister of MGS or his/her designee and the President of AMAPCEO or his/her designee. The Deputy Minister's designee shall not have been a member of the JSC with respect to the matter in dispute.
 - v. The JEAC shall attempt to resolve the matters by meeting and discussion. If the parties reach agreement at the JEAC, it shall issue a written decision without reasons, and such decision shall be final and binding. If the JEAC is unable to resolve the matter within 30 days following their first meeting, then the Deputy Minister or his/her designee shall issue a written decision without reasons, and such decisions shall be final and binding.
 - vi. For positions in Appendix C, D, E and F, and paragraph 7, the final determination of the level of a position, as well as the module and functional group for the purposes of redeployment, shall be effective on the date of implementation.
7. Dispute Resolution Process for Individual Employees Arising from the Implementation of the New Job Evaluation System

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- i. Not later than 60 days following ratification of this agreement, all employees in positions listed in Appendix C will be advised in writing as to the assignment of their position to a classification level as agreed to by the parties in the Joint Working Group and the Joint Steering Committee. Within 60 days of an Appendix C employee being advised of his/her classification under the new job evaluation/classification system, an employee who alleges that his/her position has been improperly classified because his/her new job description does not accurately reflect their current duties or who alleges that the compensable factors were wrongly applied may discuss the claim with his/her immediate supervisor at any time. Employees in positions listed in Appendices D, E and F will have the right to invoke this process within 45 days of being advised of the position's assignment to a classification level.
- ii. No later than 30 days following the employee attempting to initiate the discussion under paragraph (i), if the matter remains unresolved, the employee may refer their claim to the identified AMAPCEO representative and shall complete and submit the Job Evaluation Review Form agreed to by the parties.
- iii. Within 15 days of receipt of the Job Evaluation Review Form, AMAPCEO will provide the Form to the Corporate Employer (MGS). The Corporate Employer will have 45 days, or such longer period as the parties agree, to provide a written response to the Form. If the employee is not satisfied with the Corporate Employer's written response, then AMAPCEO will submit the matter, to the JWG within 15 days.
- iv. The JWG will meet and review the Job Evaluation Review Form, and any additional material submitted by the Employer or the Association. If the parties are unable to reach consensus at the JWG within 30 days, the dispute, and the materials filed, may be forwarded by AMAPCEO to the JSC.
- v. The JSC will meet and review the matter. If the JSC is unable to reach consensus within 30 days, AMAPCEO may refer the dispute to the JEAC. The JEAC shall consist of the Deputy Minister of MGS or his/her designee and the President of AMAPCEO or his/her designee. The Deputy Minister's designee shall not have been a member of the JSC with respect to the matter in dispute.
- vi. The JEAC shall attempt to resolve the matters by meeting and discussion. If the parties reach agreement at the JEAC, it shall issue a written decision without reasons, and such decision shall be final and binding. If the JEAC is unable to resolve the matter within 30 days following their first meeting, then the Deputy Minister or his/her designee shall issue a written decision without reasons, and such decisions shall be final and binding.
- vii. Where as a result of this review process a position is assigned to a higher classification level, the resulting adjustment to the employee's salary, if any, shall be effective the date of implementation

8. Jobs created on or after the date of ratification:

Subject to the provisions of the collective agreement and the provisions of this Memorandum, it is agreed that the Employer retains the right to classify employees in positions, and to manage and maintain the job classification and the job classification/evaluation system on an on-going basis, following the completion of the job evaluation/classification project.

9. Maintenance of Job Evaluation

- (a) The Employer shall continue to provide the AMAPCEO President with a copy of the job description when the Employer establishes a new position in accordance with Article 4.1 of the AMAPCEO Collective Agreement.
- (b) The Employer shall continue to provide the AMAPCEO President with disclosure where changes in AMAPCEO-represented job classifications occur in accordance with the collective agreement.
- (c) Once every five (5) years effective October 1, 2013, the Employer and AMAPCEO shall carry out a joint review of the Employer's ongoing maintenance of the job evaluation system over the previous five (5) year period.

10. Pay Administration

The following Pay Administration rules pertain only to employees moving from the old job classification system into the new job evaluation/classification system and have no application to other reclassifications under the collective agreement

- (a) An employee whose current salary is below the minimum of the new range for his/her position will be moved to the new minimum effective the date of implementation.
- (b) An employee whose current salary is above the new minimum and below or equal to the new maximum of the new salary range for his/her position will move into the new salary range at his/her current salary effective the date of implementation.
- (c) An employee whose current salary is above the maximum of the new salary range for his/her position shall maintain his/her current salary until the maximum of the new salary range exceeds their salary, at which time he or she may progress in the new range in accordance with Article 45. For clarity the employee will not be entitled to receive across the board increases, if any, while his/her salary is above the new maximum of the new salary range.

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- (d) The anniversary date of an employee covered by this paragraph shall remain unaffected by the movement to the new level.
- (e) For clarity, Article 19 shall not apply to the movement in this paragraph.

The Association agrees that it will not initiate, pursue or support any pay equity complaint that is inconsistent with this pay administration paragraph.

- 11. Subject to the other provisions and requirements of this Memorandum of Agreement, this Memorandum supersedes any and all other previous agreements, arrangements or understandings with respect to the implementation of a new job evaluation/classification system. Accordingly, subject to the other provisions and requirements of this Memorandum, all such previous agreements, arrangements or understandings are hereby void.
- 12. This Memorandum, and its attached Appendices and Schedules, form part of the Collective Agreement.

Dated at Toronto, this 18th day of October, 2012.

Robert Stambula
For AMAPCEO

David Brook
For the Employer

Note: Appendices A to H under this MOA are provided in Volume II of the Collective Agreement:

APPENDIX A: Classification levels and Salary Ranges.

APPENDIX B: -Factor Language and Plan Overview;

-Final Factor Language;

-Validation Process Flowchart;

-Paragraph 6: April 5, 2005 MOA "A New Job Classification System for AMAPCEO."

APPENDIX C: All positions that have been jointly evaluated by the parties up to the date hereof and whose new levels have been agreed to by the parties.

APPENDIX D: All positions created prior to September 30, 2010 and which have not yet been described and/or evaluated jointly by the parties.

APPENDIX E: Positions in Appendix C that have been identified by the Employer as potentially having changed significantly since they were initially described and evaluated.

APPENDIX F: Positions that have been created from October 1, 2010 to the date of ratification of this Collective Agreement.

APPENDIX G: Joint Working Group Terms of Reference.

APPENDIX H: Joint Steering Committee Terms of Reference.

PAY EQUITY
MEMORANDUM OF AGREEMENT
Between
ASSOCIATION OF MANAGEMENT, ADMINISTRATIVE AND PROFESSIONAL
CROWN EMPLOYEES OF ONTARIO
(“the Association”)
and
THE CROWN IN RIGHT OF ONTARIO as represented by the
MINISTRY OF GOVERNMENT SERVICES
(“the Employer”)

1. The parties have reached an agreement on the implementation of a new Job Evaluation/Classification system. The parties agree that the new Job Evaluation/Classification system is a gender neutral evaluation system and is compliant with the *Pay Equity Act*.
2. The parties have negotiated and agreed to the classification levels and salary ranges set out in Schedule B to the Collective Agreement, effective October 1, 2013.
3. The parties agree that the implementation of the new Job Evaluation/Classification system and the classification levels and salary ranges set out in Schedule B of the Collective Agreement do not increase the pay equity liability, if any, that the Employer may have arising in respect of the period prior to October 1, 2013.
4. The parties agree to use reasonable efforts to negotiate a revised Pay Equity Plan prior to the implementation of the Job Evaluation/Classification system.
5. The parties further agree that, for the purposes of subsequently developing a revised Pay Equity Plan as required by the *Pay Equity Act*, the following will constitute a non-exhaustive list of male job classes in the AMAPCEO bargaining unit:

<i>Classification Level</i>	<i>Male Job Class</i>
4	Maintenance Co-ordinator
5	Contract Services Administrator
6	Senior Project Manager
7	Senior Economist
8	Lead Vet

6. The parties agree that there are no male job classes in classification levels 1, 2 and 3 of the AMAPCEO bargaining unit. Accordingly, the parties agree that

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the following are comparable male job classes for pay equity compliance from outside the AMAPCEO bargaining unit:

<i>Classification Level</i>	<i>Comparable Male Job</i>
1	Resource Technician 2
2	Geologist Assistant 3
3	Industrial Development Officer 1

7. The Association agrees that it will not initiate, pursue, or support any pay equity complaint that is inconsistent with this Memorandum of Agreement.

Dated at Toronto, this 18th day of October, 2012.

Robert Stambula
For AMAPCEO

David Brook
For the Employer

Collective Agreement 2018 to 2022 between AMAPCEO and OFLSC

SALARY SCHEDULE A

Classification Levels	As of September 30, 2017		October 1, 2017 to March 31, 2019		April 1, 2019 to September 30, 2019		October 1, 2019 to March 31, 2020	
	Salary Range Minimum	Salary Range Maximum	Salary Range Minimum	Salary Range Maximum	Salary Range Minimum	Salary Range Maximum	Salary Range Minimum	Salary Range Maximum
1	\$47,873	\$61,702	\$48,591	\$62,628	\$49,077	\$63,254	\$49,568	\$63,887
2	\$49,868	\$67,819	\$50,616	\$68,836	\$51,122	\$69,524	\$51,633	\$70,219
3	\$53,857	\$74,534	\$54,665	\$75,652	\$55,212	\$76,409	\$55,764	\$77,173
4	\$60,490	\$84,570	\$61,397	\$85,839	\$62,011	\$86,697	\$62,631	\$87,564
5	\$64,434	\$92,846	\$65,401	\$94,239	\$66,055	\$95,181	\$66,716	\$96,133
6	\$69,496	\$102,408	\$70,538	\$103,944	\$71,243	\$104,983	\$71,955	\$106,033
7	\$74,802	\$108,721	\$75,924	\$110,352	\$76,683	\$111,456	\$77,450	\$112,571
8	\$84,774	\$119,487	\$86,046	\$121,279	\$86,906	\$122,492	\$87,775	\$123,717

Classification Levels	April 1, 2020 to September 30, 2020		October 1, 2020 to March 31, 2021		April 1, 2021 to September 30, 2021		October 1, 2021 to March 31, 2022	
	Salary Range Minimum	Salary Range Maximum	Salary Range Minimum	Salary Range Maximum	Salary Range Minimum	Salary Range Maximum	Salary Range Minimum	Salary Range Maximum
1	\$50,064	\$64,526	\$50,565	\$65,171	\$51,071	\$65,823	\$51,582	\$66,481
2	\$52,149	\$70,921	\$52,670	\$71,630	\$53,197	\$72,346	\$53,729	\$73,069
3	\$56,322	\$77,945	\$56,885	\$78,724	\$57,454	\$79,511	\$58,029	\$80,306
4	\$63,257	\$88,440	\$63,890	\$89,324	\$64,529	\$90,217	\$65,174	\$91,119
5	\$67,383	\$97,094	\$68,057	\$98,065	\$68,738	\$99,046	\$69,425	\$100,036
6	\$72,675	\$107,093	\$73,402	\$108,164	\$74,136	\$109,246	\$74,877	\$110,338
7	\$78,225	\$113,697	\$79,007	\$114,834	\$79,797	\$115,982	\$80,595	\$117,142
8	\$88,653	\$124,954	\$89,540	\$126,204	\$90,435	\$127,466	\$91,339	\$128,741

SALARY SCHEDULE B

APPENDIX A of MOA re: Implementation of New Job Evaluation System

Classification Levels and Salary Ranges

Classification Levels	Salary Range Minimum	Salary Range Maximum
1	48,000.00	60,010.00
2	50,000.00	65,960.00
3	54,000.00	72,490.00
4	60,650.00	82,250.00
5	64,605.00	90,300.00
6	69,680.00	99,600.00
7	75,000.00	105,740.00
8	85,000.00	116,210.00