

Collective Agreement

between

OFFICE OF THE PROVINCIAL ADVOCATE FOR CHILDREN AND YOUTH
(ONTARIO CHILD ADVOCATE’S OFFICE)

April 1, 2018 – March 31, 2022

and

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

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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 Provincial Advocate 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.
- 1.2 The employer shall not subcontract functions related to the performance of the statutory mandate of the Provincial Advocate as defined in section 15 of the *Provincial Advocate for Children and Youth Act 2007*, Oct 5, 2007, including the provision of advocacy services and administrative work associated with the role of the advocates.

ARTICLE 2 - NON-DISCRIMINATION/HARASSMENT

- 2.1 There shall be no discrimination or harassment practised by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex (including pregnancy), sexual orientation, age, marital status, family status, same sex partnership status, gender identity, gender expression, record of offences or disability, as defined in section 10 (1) of the Ontario *Human Rights Code* (OHRC).
- 2.2 The Employer and the Union recognize the inherent right of every employee to work in an environment characterized by respect for individual dignity.

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

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

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

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 NEW 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 in advance of implementation, and such new classification or new position shall be the subject of negotiations between the parties and, if necessary, arbitration.

ARTICLE 5 - STATEMENT OF INFORMATION/DUTIES TO EMPLOYEES

- 5.1 Upon written request to the immediate Supervisor, an 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 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 Association's central office shall be copied 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;
 - (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, 3or 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 two (2) full time positions, for members of the Association to conduct business of the Association. The leaves of absence will be renewed annually.
- 8.1.2 Upon the expiry of any leave of absence, 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 eliminated during the leave,

then the employee retains all rights under Article 27. However, notwithstanding Article 27.3.11, the Employer shall attempt to find on an ongoing basis, a direct assignment for the employee throughout the period that the employee is on leave. In the event that no direct assignment is found before the leave expires, then upon the expiry of the leave, notwithstanding Article 27, the employee shall be assigned with no loss of pay or benefits, to an equivalent or similar position within the geographic parameters specified in the employee's portfolio; however it is agreed that such an assignment will not result in a promotional salary increase.

- 8.1.3 For clarity, Article 8.1.2 applies to employees who are on a full time leave of absence of at least 6 consecutive months, and who are:
- (a) on a leave from full time employment pursuant to Article 8.1.1, or
 - (b) on a partial leave of absence pursuant to Article 8.1.1 which together with Association leave under Articles 8.2, 8.3, 8.4, 8.5, and 8.6 amounts to a full time leave of absence.

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

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

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

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- (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 up to two (2) employee delegates 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 locations of all workplace representatives authorized to represent Association members to the Provincial Advocate. 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), work city, employment status (active, leave, terminated), jobclass code / abbreviated class title, employee class (classified, unclassified), home position indicator, continuous service date, benefit base salary, home address, home phone number, home email (annualized pay rate used for calculating benefits such as insurance premium) and any such other information as may be agreed upon by the parties. It is the employee's responsibility to provide the employer with current contact information. 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 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.
- 11.3 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 COMMITTEE

- 12.1.1 A joint Employer/Employee Relations committee shall be established to discuss and resolve matters of interest between the parties. The committee shall consist of two representatives (or their delegates) of management and 2 from the Association. Each party may be accompanied by a resources person as needed.
- 12.2 The objectives of the Joint Committee shall include:
- (a) establishing and maintaining a positive and constructive relationship between the Association and the Employer; and,
 - (b) working together to resolve Association and Employer issues and concerns related to the workplace.
- 12.3.1 Omit as no longer applicable.
- 12.3.2 The employee members of the committee, and a resource person accompanying them, shall be entitled to time off with pay and with no loss of credits for meeting time and for reasonable preparation and travel time. Such time off shall not be unreasonably denied as long as proper notice is given.
- 12.3.3 The Committee shall meet monthly or as otherwise agreed. The parties shall endeavour to provide their agenda items.
- 12.3.4 Omit as no longer applicable.
- 12.4 Omit as no longer applicable.

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12.5 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.

12.5.1 to 12.5.5 Omit as no longer applicable.

12.6 to 12.11 Omit as no longer applicable.

12.12.1 Except as provided in article 12.12.2, not less than two weeks prior to a formal public announcement or announcement to employees of a decision involving changes to the workplace affecting AMAPCEO–represented employees, including transfers or dispositions or reorganizations, the Employer will disclose the decision to the President of AMAPCEO. The President will be provided with the information including the reasons for the decision, when the decision will be implemented, the number and locations of employees affected, and the impact, if any, on employees (layoffs, transfers, reclassifications, hiring, etc.). The Employer has the discretion to make the disclosure earlier than the two weeks set out above.

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

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

12.12.3 Information provided under Article 12.12.1 or 12.12.2 will be kept confidential by AMAPCEO until the employer authorizes the disclosure of the information; however, this shall not be construed as preventing the Association from consulting internally with respect to the matter.

12.12.4 AMAPCEO shall have one (1) week to provide comments and/or hold the meeting referred to in paragraph 12.12.5 below, but the Employer in its discretion may give more than a one (1) week period to respond.

12.12.5 Upon disclosure to the President,

- (a) At the request of the President, a meeting will be held with the employer to review the information and ask any questions;
- (b) The President may forward comments to the Employer which shall

review them and respond in writing prior to the formal announcement referred to in 12.12.1 above;

- (c) The matter will become a standing item on the 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;

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 **Formal Resolution: Stage One**

15.2.1 If any complaint is not satisfactorily resolved at the local level, the employee may file a dispute in writing within thirty (30) days after the circumstances giving rise to the complaint have occurred, or have come or ought reasonably to have come to the attention of the employee with his or her manager on a form prescribed by the Association. The manager shall meet with the employee and shall give the Association or representative of the Association present at the meeting and the employee his or her decision in writing within fourteen (14) days of the submission of the dispute.

15.3 **Formal Resolution: Stage Two**

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

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

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

15.4 **General**

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

15.4.2 An employee who has initiated a complaint or dispute under this Article shall

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be given time off with no loss of pay and no loss of credits to attend meetings with management under this Article.

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

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

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

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

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

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

15.5 **Group Dispute**

15.5.1 In the event that more than one (1) employee has the same dispute, and such employees would be entitled to file a dispute, the Association shall be entitled to present a group dispute in writing, signed by such employees, to the Employer at Stage Two, within thirty days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of these employees. In such cases, no more than three (3) complainants may be in attendance at each stage unless otherwise mutually agreed.

15.6 **Association Dispute**

15.6.1 Where a dispute arises between the Employer and the Association, the Association shall be entitled to file an Association dispute at Stage Two of the dispute resolution procedure provided it does so within thirty (30) days after the circumstances giving rise to the dispute have occurred or have come or ought reasonably to have come to the attention of the Association.

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- 15.6.2 Omit as no longer applicable.
- 15.6.3 An Association dispute shall be signed by an authorized Association representative.
- 15.6.4 An allegation that the Employer has not provided an insured benefit that has been contracted for in accordance with this agreement shall be pursued as an Association complaint filed under Article 15.6.
- 15.7 **Discharge, Suspension and Demotion Disputes**
- 15.7.1 Where an employee has been discharged, demoted or suspended for a period greater than five (5) days, the Association may present a dispute on his or her behalf directly at Stage Two.
- 15.8 Omit as no longer applicable.
- 15.9 **Classification Dispute**
- 15.9.1 An employee who alleges that his or her position is improperly classified may discuss his or her claim with his or her immediate supervisor at any time. An employee, however, shall have the right to file a dispute at any time at as per article 15.
- 15.9.2 Omit as no longer applicable.
- 15.9.3 Omit as no longer applicable.
- 15.9.4 Articles 15.4 to 15.6 apply to a dispute under Article 15.9.
- 15.10 **Sexual Harassment**
- 15.10.1 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.
- 15.10.2 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.

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

15.10.4 Where, at any time either before the making of a complaint or the filing of a dispute under Article 15.10, 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 grievance under Article 15 shall be suspended until the employee is given notice in writing of the results of the investigation.

15.10.5 Omit as no longer applicable.

15.10.6 Where it appears to a board of arbitration that an employee who is a complainant under Article 15.10 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.

15.10.7 An employee who makes a complaint under this Article 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.

15.11 **Arbitration Provisions**

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

15.11.2 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.

- 15.11.3 Omit as no longer applicable.
- 15.11.4 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 no later than thirty (30) calendar days following the referral to arbitration.
- 15.11.5 Omit as no longer applicable.
- 15.11.6 The costs of the arbitrator or arbitrator/mediator shall be shared equally by the parties.
- 15.11.7 Omit as no longer applicable

ARTICLE 16 - SENIORITY/CONTINUOUS SERVICE

- 16.1 Employees previously employed by the Office of Child and Family Services Advocacy prior to the October 5, 2007 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.

- 16.1.1 For purposes of application of this article, any break in service of less than thirteen (13) weeks shall neither constitute a break in service nor be counted towards seniority.
- 16.1.2 For purposes of this Article:
- (a) “Unbroken service” is that which is not interrupted by separation from the Employer as per Article 16.4;
 - (b) “Full time” is continuous employment as set out in the hours of work article for the position;
 - (c) “Part time” is continuous employment with hours worked being less than full time hours per Article 16.1.2(b);
 - (d) “Regular part time” means part time employment in the classified service.

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16.1.3 For the purpose of calculating vacation entitlement, no employee as of the date of ratification 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 classified 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 unclassified employee = 6 years at 20 hours per week;

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- 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 1/4 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 classified 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 CLASSIFIED 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 classified service and has worked more than twenty-four (24) hours per week on a continuous basis immediately prior to appointment to the classified 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 classified service and has worked at least the required number of hours per week for the classified position on a continuous basis immediately prior to his or her appointment to the regular part time classified 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

Posting and Filling of Classified Positions

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

The only search restrictions permitted are:

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

For clarity, no search restrictions along organization lines e.g. offices, will be made, absent agreement of the parties.

- 18.3.1 In filling a vacancy, applicants' qualifications for the position shall be assessed relative to the selection criteria -- the knowledge, skills, abilities and experience required to perform the duties of the position. The most qualified applicant for the position shall be selected to fill the vacancy.
- 18.3.2 Where the qualifications and ability are relatively equal between an

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AMAPCEO unit applicant and a non-AMAPCEO unit applicant preference will be given to the AMAPCEO unit applicant.

- 18.4 An applicant who is invited to attend an interview within the Advocate's Office shall be granted time off with no loss of pay and with no loss of credits to attend the interview. Employees shall be reimbursed for travel expenses associated with attending the interview in accordance with the Employer's policy or practice.
- 18.5.1 Relocation expenses for posting and filling of positions under this Article shall be paid in accordance with the provisions of the OPS relocation expenses directive in effect as of January, 2002. For purposes of Article 18, Article 28 does not apply.
- 18.5.2 Notwithstanding that a position is advertised with a restricted area of search, any employee who resides outside the identified area of search may apply for the position. If they apply, they will be deemed to have waived entitlement to any relocation or travel expenses (pursuant to Articles 18.4 and 18.5.1) as a condition of gaining access to the competition process. For greater certainty, no claim can be made for any expenses incurred during the competition process or arising from the decision to hire the employee into the position. It is understood that the Employer does not have discretion to grant any entitlement that has been waived pursuant to this provision.
- 18.5.3 The Employer will ensure that all postings are accessible, in accordance with 27.11.9 to former employees on recall. In addition, article 27.11.9 will be deemed to apply to those employees who have accepted pay in lieu of notice under article 27.7.5. Article 27.11.9 will also be deemed to apply to former unclassified employees who remain eligible to apply to Advocate's Office positions under article 27.1.1(b).
- 18.6 Unfair competition complaints shall be processed in the same way as other complaints under Article 15, except for the following. Where a complaint is submitted to arbitration:
- (a) The arbitrator shall be empowered to determine any question of fact or law including whether any requirement of Article 18 has been followed. This includes, but is not limited to, whether the Employer (including a selection panel) has made an error in the process of assessing the applicant's qualifications based on the evidence which was (or should have been) before it. However, the arbitrator shall not be empowered to decide who should have been selected in accordance with Article 18.
 - (b) As a remedy, the arbitrator may declare the competition and its results null and void, and order the competition or any part of it to be run

again with directions as to how it is to be conducted.

- (d) Notwithstanding Article 18.6 (a), where a competition complaint involves the application of Article 18.3.2, the arbitrator may award the job in question to the complainant where the selection panel determined that the complainant's qualifications and ability were relatively equal to the non-AMAPCEO unit applicant incorrectly awarded the job.

Temporary Assignments

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

- (a) the term of the temporary assignment is greater than nine (9) months duration, and the surplus clearance requirements of Article 27 have been met and
- (b) the specific dates of the term are established at least two (2) months in advance of the commencement of the temporary assignment.

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

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

Exceptions from the Requirements to the Posting and Filling of Positions

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

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

Where a vacancy is filled pursuant to this clause, the Employer shall provide the Association with the names of the AMAPCEO members who were

interviewed in the previous competition. Article 18.5 shall apply;

- (b) (i) where the Employer and the Association agree to transfer an employee based on compassionate grounds, the Employer will attempt to find a permanent vacant position identical to the employee's position or, if unavailable, the employee may be assigned to a vacant position as defined in Article 27.12, as agreed upon between the Employer and the Association, provided he or she is qualified to perform the normal requirements. It is understood that if the Employer does not agree to the permanent assignment or if no permanent assignment is found at the time of submission, the request may be withdrawn by the Association. Where the request is not withdrawn by the Association, the Employer will continue its search until a permanent position is found. Where the Association does not agree to the permanent assignment, the request will be withdrawn;
- (ii) where an employee requests a temporary transfer on compassionate grounds and the Employer and the Association agree, the Employer will attempt to find a temporary assignment (6 month assignment or more) provided the employee is qualified to perform the normal requirements of the temporary assignment and is acceptable to the Employer. It is agreed that if the employee is transferred pursuant to this article, he or she must complete the full duration of the assignment and is not eligible for relocation expenses. It is further understood that if the Employer does not agree to the temporary assignment or if no temporary assignment is found at the time of submission, the request may be withdrawn by the Association. Where the request is not withdrawn by the Association, the Employer will continue its search until a temporary position is found. Where the Association does not agree to the temporary assignment, the request will be withdrawn;
- (iii) where the parties initially agreed to a permanent or temporary transfer on compassionate grounds and no position has been found, the Employer or the Association may withdraw its original agreement, if the circumstances affecting those compassionate grounds have changed materially;
- (c) where an employee was transferred based on health reasons to a vacant position identical to the employee's position or, if unavailable, the employee may be assigned to a vacant position at the same or lower classifications provided he or she is qualified to perform the normal requirements;

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

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

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

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

- has cleared the surplus requirements of Article 27;

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

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

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

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

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

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

ARTICLE 19 - PAY ADMINISTRATION FOR CLASSIFIED EMPLOYEES

19.1 Pay Administration on Promotion

19.1.1 Promotion occurs when the incumbent of a classified position 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 Advocate's Office 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 classified position 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 salary progression based on merit to the maximum salary of the higher classification including any revision of the higher classification that takes effect during the salary cycle in which the reclassification takes place.

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

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

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

19.8 **Pay Administration for Temporary Assignments**

- 19.8.1 Where an employee is acting in a position or assignment in a classification with a higher salary maximum for a period in excess of five (5) consecutive working days, 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.

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- 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

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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 Employer.

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 **Special or Compassionate Leave**

- 23.3.1 The Employer shall grant each employee a leave of absence with pay for up to four (4) days per year for personal reasons, including for any reason permitted under the Personal Emergency Leave provisions of the *Employment Standards Act, 2000*. The employer may grant an employee an additional leave of absence of any length, with pay, for special or compassionate purposes.
- 23.3.2 An employee granted a leave of absence pursuant to Article 23.3 shall accrue credits and be covered by benefit plans during such leave.

23.3 to 23.3.4 Omit as no longer applicable

23.4 **Religious Accommodation**

- 23.4.1 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 not already been granted more than three days leave in a year 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 Advocate's Office as follows:

- (a) with pay and with accumulation of credits for the purposes of undertaking employment under the auspices of the Government of Ontario or 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 Government of Ontario or 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.

23.6 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 Advocate's Office 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, 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 **Emergency Leave**

23.9.1 In addition to the leave available under Article 23.3.1, an eligible employee is

entitled to up to six (6) days leave of absence without pay in accordance with the Personal Emergency Leave provisions of the *Employment Standards Act, 2000 and Regulations*, as amended.

23.10 **Family Medical Leave**

23.10.1 An employee is entitled to up to a leave of absence without pay in accordance with the Family Medical Leave provisions of the *Employment Standards Act, 2000 and Regulations*, as amended.

23.11 Unless specifically addressed in this Agreement, an employee is entitled any other leave under the *Employment Standards Act, 2000 and Regulations*, as amended.

23.12 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 right or benefit to an employee than the employment standard, the provision or provisions in the Collective Agreement apply and the employment standard does not apply.

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 Employer at least thirteen (13) weeks before the expected birth date.

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

24.3 Omit as no longer applicable.

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 Employer and who is the parent of a child.

24.8 Parental leave may begin,

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

24.9 The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the

custody, care and control of a parent for the first time.

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

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

24.11 Employment Insurance Top-up:

An employee who is entitled to pregnancy and/or parental leave and who provides the Employer with proof that 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.

- (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 The employer agrees to:

- i.) take all reasonable steps to ensure that safe conditions prevail within the workplace, including providing and maintaining a workplace, equipment, work methods and tools that are safe and without risk to health, informing employees regarding the risks relating to their work, and providing appropriate training so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
- ii) provide equipment, clothing and devices necessary to prevent injury;
- iii) take, without delay, all the measures necessary to prevent or correct a situation liable to endanger the health and safety of employees, or liable to compromise the environment, as soon as this situation is brought to its attention.

ARTICLE 26 - TECHNOLOGICAL CHANGE

Omit as no longer applicable.

ARTICLE 27 - JOB SECURITY

27.1 **Application**

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

- (a) Probationary employees shall have all rights under this Article, except bumping rights. Nothing in this Article shall be deemed to be a recognition of seniority or continuous service for probationary employees for other purposes.
- (b) Unclassified employees under the Agreement will have notice entitlements under the *Employment Standards Act* and be entitled to apply to restricted competitions under Article 27.11.8 for twenty-four (24) months after the date of layoff.

27.2 Omit as no longer applicable.

27.3 **Administrative Measures**

27.3.1 **Surplus Clearance**

All permanent and temporary vacancies in excess of six (6) months must “clear surplus” before they can be filled. Until a job offer has been made, the vacancy shall remain available for direct assignment purposes.

- (a) For clarity, the types of temporary positions and assignments that must clear surplus before being filled include:
 - (i) backfill assignments for leaves of absence for classified AMAPCEO unit employees, including extended educational leave, Long Term Illness Protection (LTIP) and Workers’ Compensation Benefit (WCB) absences;
 - (ii) project assignments for non-recurring ministry programs or projects;
 - (iii) secondments, developmental opportunities and other training opportunities;
 - (iv) unclassified positions, and temporary agency contracts.

27.3.2 If an extension of a temporary assignment would make the total length of the assignment greater than six (6) months it must “clear surplus”.

27.3.3 Where the term of a temporary assignment which has cleared surplus must be extended for operational reasons, the temporary assignment may be extended without reclearing surplus one time only, to a maximum extension of three (3) months.

27.3.4 The Employer shall provide AMAPCEO with a report of Layoff, Surplus Clearance and Recall which shall include the position title, classification, and

location for the position; the date sent; the date cleared, filled by a surplus or recall employee or cancelled, which report shall be provided upon the employer engaging in any of these activities

27.3.4.1 Omit as no longer applicable

27.3.5 **Seniority Lists**

An Employer wide seniority list including the employees' names, date of continuous service, classification, location and region shall be maintained and posted (hard copy or electronic posting) in all work sites on a quarterly basis, with electronic copies provided to AMAPCEO on a quarterly basis.

27.3.6 **Employee Home Address**

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

27.3.7 **Employee Portfolio/Skills Inventory**

All new employees must complete a skills inventory/employee portfolio within their probationary period. The employee portfolio will be placed on the employee's personnel file.

Notwithstanding the above, the Employer shall require any employee that it has reasonable grounds to believe may be declared surplus to complete an employee portfolio within one (1) week.

The current AMAPCEO employee portfolio and the addendum thereto, will not be altered while the terms and conditions of this collective agreement remain in effect.

27.3.8 It is the responsibility of the employee to ensure that the employee portion of the information on the portfolio is complete, current, and accurate. Similarly, it is the manager's responsibility to ensure that the Employer portion is complete, current and accurate and that all other actions of the Employer required to complete the process are taken.

27.3.9 As part of the employee portfolio the employee shall indicate what, if any, modifications to the salary and/or geographic parameters, as set out in Article 27.8.3, the employee will accept under Article 27.8.3. Such modifications will be treated as being within parameters for the purposes of direct

assignment to vacancies. The employee will indicate:

- (a) how much lower than 15% below the maximum salary of the classification of the existing position that the employee will accept;
- (b) where beyond the 40 km from the current work location the employee will accept;
- (c) whether there are different parameters for temporary assignments than for permanent assignments;
- (d) whether the geographic parameters selected or the salary parameters selected are more important and this choice will be used by the Employer where it may be possible to match the employee to more than one vacancy; and
- (e) for purposes of clarity, salary parameters or geographic parameters referred to in this Agreement include any additional parameters identified by the employee under this Article. Relocation expenses do not apply and “red circling” expires at the end of the notice period.

The employee may advise the Employer, in writing, at any time of his or her desire to change the parameters or the relative importance of the salary and geographic parameters. Such changes shall be implemented within five (5) days of receipt of the notice from the employee.

27.3.10 If an employee fails to complete the employee portion of an employee portfolio as required, the employee shall be deemed to have waived any right to bumping and to direct assignment to vacancies in the event that the employee is declared surplus or is bumped by a more senior employee. In such cases, the employee may choose a pay-in-lieu option in accordance with Article 27.7.1 or choose to work to the end of the notice period. If the employee has not completed the employee portion of the portfolio by the end of the notice period, the employee shall be deemed to have waived recall rights to direct assignment.

27.3.11 **Treatment of Surplus Notice During Leaves of Absence or Temporary Assignments**

27.3.11.1.1 Where the employee’s position is declared surplus while the employee is away on a sick leave (STSP, LTIP or WCB), the employer shall notify the employee that his or her position has been declared surplus and that, when the employee returns to work, the surplus notice shall be issued.

27.3.11.1.2 Where the employee’s position is declared surplus while the employee is away on a leave of absence, the employer shall notify the employee that his or

her position has been declared surplus and inform the employee of the option to:

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

27.3.11.1.3 Where the employee's position is declared surplus while the employee is on a temporary assignment or secondment, the Employer has the option of:

- (a) returning the employee to his or her home position and issuing the surplus notice at that time; or
- (c) giving the employee the surplus notice and allowing the employee to remain on temporary assignment until directly assigned into a permanent vacancy, the temporary assignment ends, or the notice period expires, whichever occurs first.

27.3.11.2 **Treatment of Surplus Notices Issued Before an Employee Goes on a Leave of Absence or a Temporary Assignment**

27.3.11.2.1 Where the employee's position is declared surplus before a LTIP or WCB sick leave of absence begins, the employee's notice shall be put on hiatus for the duration of the leave. When the employee is able to return to work, the balance of the notice period shall continue.

27.3.11.2.2 Where the employee's position is declared surplus before a STSP leave of absence, the employee's notice shall be put on hiatus if from the beginning of the STSP leave the medical evidence (e.g. stroke) indicates that the leave will be greater than one (1) month.

Where the employee is on a sick leave and is expected to return to work within one (1) month (e.g. cold or flu), the surplus notice is not placed on hiatus. However, if, after one (1) month on STSP, the employee's prognosis for returning to work remains uncertain, the surplus notice is put on hiatus until the employee is able to return to work.

27.3.11.2.3 Where the employee's position is declared surplus before a leave of absence begins, the employee may choose to:

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

When the employee returns from the leave of absence the balance of the notice period shall continue.

- 27.3.11.2.4 Where the employee's position is declared surplus before the beginning of a temporary assignment or secondment (and before the employee is eligible for direct assignment into a temporary assignment under the Agreement), the employee's surplus notice is put on hiatus during the temporary assignment and all redeployment activities cease. This provision only applies where the temporary assignment or secondment is for more than six (6) months and is filled competitively.

At the end of the temporary assignment or secondment, the balance of the notice period shall resume. The employee shall return to his or her home position if it still exists or to a comparable position. The employee shall remain eligible for direct assignment to temporary assignments in accordance with Article 27.10 of the Agreement.

- 27.3.12 Omit as no longer applicable

27.3.13 **Eligibility for Employment Insurance**

The parties agree that all employees who accept a pay-in-lieu option under Article 27.7, including those employees who registered pursuant to Article 27.4, 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*.

27.4 **Program to Reduce Adverse Impacts of Surplusing and Bumping**

- 27.4.1 Every employee in the bargaining unit may register at any time in writing with the Employer to be eligible to take either of the pay-in-lieu options set out in Article 27.7.1.
- 27.4.2 Within ten (10) days following registration, the registrant's job shall be made available for direct assignment.
- 27.4.3 The registration can be withdrawn by the registrant on written notice being received by the Employer.
- 27.4.4 The registrant shall be required to take and shall be deemed to have accepted one of the pay-in-lieu options where:

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- (a) the surplus employee is matched to the registrant's job, and;
- (b) the surplus employee accepts the direct assignment, and;
- (c) the registrant's job was not withdrawn as per Article 27.4.3.

27.4.5 A registrant's job is only available for direct assignment to employees at the time they are declared surplus, and the search shall be conducted under the rules and parameters set out in Article 27.8.

27.4.6 The last day of work for a registrant deemed to have accepted a pay-in-lieu option pursuant to Article 27.4.4 shall be five (5) days after confirmation of the direct assignment of a surplus employee into the registrant's position, unless another date is mutually agreed upon. The registrant's pay-in-lieu option shall be paid in accordance with the provisions in Article 27.7.1.

27.4.7 Where the employee does not choose a specific pay-in-lieu option, the employee shall be deemed to have chosen the pay-in-lieu option in Article 27.7.1(a).

27.5 **Layoff**

27.5.1 Where a layoff may occur, the identification of individual(s) to be declared surplus within an administrative district or unit, institution or other such work unit shall be in accordance with seniority (years of continuous service in the PACY, as currently defined and including prior service with the OPS in accordance with Article 16) in the job functions that the Employer has determined are to be reduced or eliminated. The subsequent matching process and direct assignment into vacancies, bumping, layoff, and recall shall also be in accordance with seniority, subject to the conditions set out in this Agreement.

27.5.2 Where less than the full complement of positions within an administrative district or unit, institution or other such work unit will be declared surplus:

- (a) the employees in the work unit will be given as much notice as possible that reductions will occur and will be informed of the probable impact on staff. Not less than three (3) weeks prior to the declarations of surplus the employees will be advised of the number of positions that are to be reduced; notice shall also simultaneously be given to AMAPCEO.
- (b) all employees in the work unit will be offered the opportunity to volunteer for pay-in-lieu options under Article 27.7.1, alternate work arrangements, and/or unpaid leaves of absence, or other workforce measures in order to avoid or minimize surplus notices. Employees

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will be advised that they must complete their portion of the employee portfolio within one week if they have not already done so;

- (c) requests to exercise a pay-in-lieu option under Article 27.7.1 from employees in the job functions to be reduced will be approved on the basis of seniority up to the numbers required;
- (d) the Employer shall give all reasonable consideration to requests for alternate work arrangements, unpaid leaves of absence or other proposed workforce measures; and
- (e) any additional employees in the unit who have indicated their willingness to take a pay-in-lieu option may register pursuant to Article 27.4.
- (f) an employee who requests to voluntarily exit under this article may not retire on an unreduced pension under the Surplus Factor 80 option in Article 27.20 if he or she is directly assigned to a vacancy under Article 27.8. The employee must notify the Employer within one (1) week from being advised of the direct assignment if he or she chooses to rescind their initial request to voluntarily exit as per 27.5.3.

27.5.3 Where the full complement of positions within an administrative district or unit, institution or other such work unit will be declared surplus:

- (a) the employees in the work unit will be given as much notice as possible that reductions will occur and will be informed of the surplus decision. Not less than three (3) weeks prior to the declarations of surplus, the identified employee(s) will be advised in writing that their position(s) will be declared surplus; notice shall also simultaneously be given to AMAPCEO.
- (b) all employees in the work unit will be offered the opportunity to voluntarily exit by electing a pay-in-lieu option under Article 27.7.1, or a retirement or pension bridging option.
- (c) requests to voluntarily exit from employees who receive notice under this article must be submitted within one (1) week from receiving advance notice under this Article.
- (d) requests, under this Article, to exercise an exit option, will be approved.
- (e) For clarity, if an employee does not request a voluntary exit option under this article, it will not affect or preclude his or her entitlement to

the voluntary exit (including any retirement/pension bridging option) if the employee subsequently receives surplus notice.

- (f) an employee who requests to voluntarily exit under this article may not retire on an unreduced pension under the Surplus Factor 80 option in Article 27.20 if he or she is directly assigned to a vacancy under Article 27.8. The employee must notify the Employer within one (1) week from being advised of the direct assignment if he or she chooses to rescind their initial request to voluntarily exit as per 27.5.3.

27.6 **Notice of Layoff**

27.6.1 An employee who is declared surplus shall be given not less than six (6) months notice in writing of the date of layoff. The notice shall advise the employee in writing of all options in accordance with Article 27.6.2 or 27.6.3, as appropriate. AMAPCEO shall be copied on all notices issued. A notice shall not be issued to an aboriginal employee or to an employee with a disability, as defined under the Ontario *Human Rights Code*, without the consent in writing of the Employer. It is the employee's responsibility to self-identify to the Employer .

27.6.2 Where there is a vacancy within the existing salary and geographic parameters, including any modification of those parameters as indicated by the employee, to which the employee has been matched under Article 27.8, the employee's notice will:

- (a) identify the vacancy into which the employee will be directly assigned, unless a pay-in-lieu option is accepted under 27.7.1;
- (b) identify the employee's pay-in-lieu options in accordance with Article 27.7.1;
- (c) indicate that if the employee fails to inform the Employer, in writing, within ten (10) working days of the receipt of the notice of his or her intention to accept one of the specific options listed, the employee shall be deemed to have accepted the direct assignment in accordance with Article 27.8;
- (d) inform the employee whether he or she is eligible for the pension bridging option under Article 27.22;
- (e) inform the employee that the Surplus Factor 80 option under Article 27.20 is not applicable.

27.6.3 Where there is no vacancy available under Article 27.6.2, the notice will:

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- (a) identify the bumping option of the employee, if any, as determined under Article 27.9;
- (b) indicate that the employee has the following options:
 - (i) accept the bumping option identified if there has not been a direct assignment identified by the end of three (3) months from receipt of the notice of layoff, with no relocation expenses; or
 - (ii) remain available for direct assignment under Article 27.8 into subsequent vacancies for the remainder of the notice period, within the parameters described in Article 27.8.3 as modified by the employee; or,
 - (iii) accept a pay-in-lieu option as set out in Article 27.7.1; or
 - (iv) rescind acceptance of a bumping option any time prior to the bumped employee receiving surplus notice and remain available for direct assignment under Article 27.8 into subsequent vacancies for the remainder of the notice period, within the parameters described in Article 27.8.3 as modified by the employee;
- (c) indicate that if the employee fails to inform the Employer , in writing, within ten (10) working days of the receipt of the notice of his or her intention to accept one of the specific options listed, the employee shall be deemed to remain available for direct assignment pursuant to Article 27.6.3(b)(ii);
- (d) inform the employee whether he or she is eligible for the pension bridging option under Article 27.22.

27.6.4 Where a surplus employee remains available for direct assignment, pursuant to Article 27.6.3(b)(ii), the Employer shall provide the employee with:

- (a) notification of all AMAPCEO unit vacancies within the Advocate's Office, through postings, e-mail, the Internet or other methods;
- (b) reasonable time during working hours, without loss of pay or credits for transitional support activities (e.g. interviews, job search activities and retraining or counselling activities) and such time off will not be unreasonably withheld;
- (c) reasonable ongoing access to office space and office equipment in the event that the employee's home position is eliminated before the end

of the notice period.

27.6.5 Any notice required to be given under this Article shall be deemed to have been received by the employee on the day on which it is delivered in person. Otherwise, the notice shall be sent by certified mail or another means whereby receipt of such notice is confirmed by the deliverer to the last address of the employee filed with the Employer. Wherever possible, the notice shall be personally delivered by the Employer to the employee.

27.7 **Pay-In-Lieu Option**

27.7.1 Pay-in-lieu options under this Agreement means either:

- (a) a lump sum of six-months' pay, plus severance as provided for in Article 27.15, 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 27.7.3 for the duration of the notice period, plus severance as provided for in Article 27.15, paid out at the layoff date.

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

27.7.3 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.

27.7.4 An employee who is declared surplus who does not accept or is not deemed to have accepted a pay-in-lieu option may during the notice period indicate that he or she wishes to take a pay-in-lieu option in which case the particular pay-in-lieu option chosen shall be calculated from the last day of work until the end of the notice period.

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

27.7.6 Where an employee who accepts a pay-in-lieu option pursuant to this Article

is reappointed to a position in the Advocate's Office prior to the originally projected layoff date, the employee will repay to the Advocate's Office a sum of money equal to the amount paid for the period between the date of reappointment 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 reappointment. The new continuous service date for severance purposes shall be the date on which the employee recommences work.

27.8 Direct Assignment into Permanent Vacancies

27.8.1 The following processes and rules shall apply to:

- (a) all employees at the time they are declared surplus;
- (b) all employees who remain eligible or available for assignment into subsequent vacancies for the remainder of their surplus notice after the processes and options set out in Articles 27.6.2 and 27.6.3 have been followed; and
- (c) all employees on recall.

27.8.2 The Employer shall undertake the matching and assignment of employees under Article 27.8 on a timely basis.

- (a) The search for a vacancy that is undertaken by the Employer shall be within the parameters set out in Articles 27.8.3 and such broader parameters as the employee has identified and shall include those positions registered pursuant to Article 27.4.
- (b) Where multiple matches may be possible, the vacancies shall be assessed in accordance with the employee's preferences as set out in the employee portfolio or as amended thereafter.
- (c) Where matches may be possible with more than one employee, the vacancy shall be assessed in respect of the employees in order of seniority.

27.8.3 Employees shall be directly assigned to a permanent AMAPCEO unit position that is vacant in the relevant time period, provided that:

- (a) the vacant position is in a classification for which the maximum salary is no more than 5% above or 15% below the maximum salary of the classification of the position, as determined in accordance with Article

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27.13, from which the employee is declared surplus (or, where the employee who is declared surplus is in the SMC classification, the maximum salary for the vacant position is no more than 30% below the job rate of the SMC employee's classification); and

- (b) the vacant position is within a forty (40) kilometres radius from the surplus employee's existing permanent work location or the last permanent work location of an employee on recall; and
- (c) the employee meets the entry level qualifications for the position; and
- (d) there is no other AMAPCEO unit employee who has a greater length of continuous service and who is eligible for assignment to the vacancy pursuant to this Article.

27.8.4 Omit as no longer applicable.

27.8.5 Where an employee is matched to a vacancy, the employee shall be required to inform the Employer in writing within five (5) full working days of receiving notification of the vacancy to which he or she has been matched whether the direct assignment will be accepted.

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

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

27.8.8 When an employee who remains available for direct assignment pursuant to Article 27.6.3(b)(ii) refuses a direct assignment to an AMAPCEO unit permanent position, the employee shall forfeit all further rights under Articles 27.8, 27.10, 27.11 (with the exception of the right to apply to restricted competitions for a twenty-four month period) and Article 27.14.3 and 27.14.4 and shall either be laid off at the end of the notice period or take a pay-in-lieu option for the remainder of the notice period, under Article 27.7.4.

27.8.9 An employee who does not exercise bumping rights or take a pay-in-lieu option and who has not been directly assigned to a vacancy in accordance with this Article shall be laid off at the end of the notice period.

27.9 **Bumping**

27.9.1 The Employer shall identify the bumping option, if any, for employees who are declared surplus and all employees who are bumped by employees with greater seniority. In identifying the bumping option, the Employer shall, look for the permanent AMAPCEO unit position occupied by the least senior employee for which the surplus employee is qualified, based on the following criteria:

the employee

- (a) is currently performing the work of the position; or
- (b) has performed the work of the position within the previous three (3) years; or
- (c) would be able to perform the work within five (5) weeks.

Where the employee is unable to perform the work after five (5) weeks, the Employer will identify an alternate bump, if available, or the employee may choose a pay-in-lieu option under Article 27.7.1 or direct assignment. The period of up to five (5) weeks shall be considered a hiatus in the notice period.

Notwithstanding this Article, there shall be no bumping as between child advocate positions and administrative positions.

27.9.2 Notwithstanding Article 27.9.1 no aboriginal employee or employee with a disability, as defined in the Ontario *Human Rights Code*, shall be bumped by a more senior employee.

27.9.3 Omit as no longer applicable

27.9.4 The Employer shall declare surplus an employee who is bumped and shall determine the options under Articles 27.6.2 and 27.6.3 for that employee and provide the bumped employee with a notice under Article 27.6 as soon as practicable.

27.9.5 An employee who bumps into a position in a lower classification shall retain his or her existing salary if the maximum for the classification into which the employee is bumping is the same or higher than the employee's existing salary. However, if the maximum salary for the lower classification is below the employee's existing salary, then the employee's salary shall be reduced to the maximum of the lower classification.

27.9.6 The actual physical transfer of any employee who is exercising bumping

rights shall be carried out within a reasonable period of time following the date on which the willingness to exercise bumping rights was indicated, subject to mutually agreed upon arrangements to delay the transfer.

27.9.7 Where an employee bumps into a position beyond 40 km of the employee's current work location, the employee will not be eligible for relocation expenses.

27.10 **Direct Assignments into Temporary Vacancies**

27.10.1 Surplus employees shall be eligible for direct assignment into temporary assignments in the last two (2) months of their notice. Where more than one (1) surplus employee match the temporary assignment, the employee with greater seniority shall be offered the temporary assignment.

27.10.2 A surplus employee shall retain his or her status in the classified service and current salary entitlements while placed in a temporary assignment so long as the maximum for the classification of the temporary assignment is the same or higher than the employee's existing salary. If the maximum salary for the temporary assignment is lower than the employee's existing salary, then the employee's salary shall be reduced to the maximum of the lower classification once the notice period has expired.

27.10.3 Subject to Article 27.10.1, for placement into temporary assignments, the Employer shall use the same criteria and rules as for direct assignment into vacancies in Article 27.8.

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

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

27.10.6 Surplus employees who are occupying a temporary assignment remain eligible for direct assignment to permanent vacancies in accordance with the provisions of Article 27.8 throughout their temporary assignment, but shall not continue to be matched to other temporary assignments during the term of the temporary assignment; however, the original temporary assignment may be extended by a maximum of three (3) months.

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

27.10.8 Where no opportunity for direct assignment to a permanent vacancy occurs

for a surplus employee during the temporary assignment, the employee shall be laid off at the end of the temporary assignment.

- 27.10.9 When a temporary assignment takes place, the employee shall not be unreasonably denied the opportunity to complete any portion of training already underway.
- 27.10.10 Surplus employees who refuse a temporary assignment shall continue to be considered for direct assignment into permanent vacancies for the duration of their surplus notice period, but not for further temporary assignments.
- 27.10.11 The Employer is encouraged to use temporary assignments of less than six (6) months in duration for surplus employees either for retraining purposes or to extend employment when direct assignment to a permanent vacancy or to a temporary assignment of greater than six (6) months in duration is not possible.

27.11 **Laid Off AMAPCEO Unit Employees**

- 27.11.1 A laid off employee (excluding those who have forfeited their rights by refusing a direct assignment pursuant to Article 27.8.8) shall have recall rights including the right to continue to be matched to vacancies under Article 27.8 in accordance with seniority for a period of twenty-four (24) months from the date of layoff.
- 27.11.2 Where a person who has been laid off is directly assigned to a vacancy under this Article, the following salary rules will apply:
- (a) where the employee's salary at the time of layoff falls within the salary range of the new position, the employee will be reappointed at his or her former salary;
 - (b) where the employee's salary at the time of layoff was above the salary maximum of the new position, the employee will be reappointed at the maximum salary of the lower classification.
- 27.11.3 Employees who are laid off and subject to recall shall keep the Employer informed of any change of address and/or telephone number.
- 27.11.4 Where an employee who has been laid off is assigned to a position under this Article, the Employer shall serve written notice of such assignment to the last address filed with the Employer. Written notice shall be sent by certified mail or another means whereby receipt of such notice is confirmed by the deliverer.
- 27.11.5 Laid-off employees assigned under this Article must accept the notice of recall and report for duty within the time limits stipulated below:

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- (a) the employee must accept the recall, in writing to the Employer representative specified in the notice within seven (7) days of receipt of the written notice;
- (b) an employee accepting recall shall report for duty within two (2) weeks of receipt of the recall or on such later date specified in the notice, unless another date is mutually agreed upon.

27.11.6 An employee shall lose rights to recall pursuant to this Article upon the earlier of:

- (a) the date upon which the employee fails to report for duty having accepted an assignment in accordance with this Article; or,
- (b) the date upon which the employee does not accept an assignment in accordance with Article 27.8.3; or,
- (c) the date upon which the employee is successful in being appointed to an advertised permanent position within the Advocate's Office; or,
- (d) twenty-four (24) months from the date of lay off.

27.11.7 Employees accepting assignment under this Article are not entitled to relocation expenses.

27.11.8 Laid-off employees are entitled to apply to restricted competitions within the Advocate's Office for twenty-four (24) months from the date of layoff.

27.11.9 The Employer shall provide recall employees with notification, through mailings, the Internet, telephone hotlines or other similar methods which are accessible outside the workplace to recall employees, of all AMAPCEO unit vacancies, which have cleared surplus, within the PACY.

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

27.12 Omit as no longer applicable.

27.12.1 Omit as no longer applicable

27.13 **Determination of an Employee's Salary for Purposes of Direct Assignment**

Where an employee has been acting away from his or her home position for two (2) years or more, salary parameters for direct assignment purposes only (not for bumping or pay-in-lieu options) shall be based on the salary range of the current acting position.

27.14 **Labour Adjustment & Training**

27.14.1 Group sessions and written material will be offered to AMAPCEO unit employees about their job security entitlements, including how to complete an employee portfolio, information on severance, pension entitlement and employment insurance. More detailed information shall be given, as early as possible, to employees to be declared surplus.

27.14.2 In accordance with the Employer's current practice, employees will be provided with psychological, financial, and retirement counselling, on an as-needed basis.

27.14.3 In accordance with the Employer's current practice, employees available for direct assignment will be provided with skills assessment, development of a transition plan, and job search support.

27.14.4 Surplus employees available for direct assignment are also eligible for training/ retraining. The need for training and retraining will vary among surplus employees and will be determined jointly by the employee and the Employer and shall address:

- (a) career planning, résumé writing, interview skills, job search techniques; and
- (b) skills deficiencies identified in the employee portfolio, and/or improvements needed to increase the likelihood of direct assignment; or
- (c) skills development to enhance employability.

27.14.5 Where a surplus employee available for direct assignment is an aboriginal person or a person with disabilities and requires a longer training period, their notice period shall be extended until the completion of their training plan.

27.14.6 The training plan shall be established and training shall begin as soon as possible in the employee's notice period. If delays occur, the training plan shall not be reduced, but shall not result in a change to the layoff date.

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

27.15 **Severance Entitlements**

27.15.1 The severance entitlement of employees pursuant to this Agreement shall consist of the entitlement to severance as provided for in the existing *Public Service Act*, Regulation 977 Sections 79 through 87, as of December 19, 2007 which are hereby incorporated by reference into this Article.

27.15.2 Unless otherwise provided for in this Agreement, severance is payable to the employee one pay period following the date of layoff or such later date as is mutually agreed upon.

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

27.15.4 An employee shall not receive payments both under Article 27.15.1 and under Article 38, arising from the same event.

In calculating the payment under Article 27.15.1, the employer shall be credited with any payments already made to employees pursuant to Article 38 (as it then was) and provided for in the March 7, 2013 Memorandum of Settlement between the parties.

27.16 **Dispute Resolution**

27.16.1 Disputes arising out of the application, interpretation and administration of Article 27 will be resolved pursuant to the grievance and arbitration procedure in article 15.

27.16.2 to 27.16.4 Omit as no longer applicable

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

27.17.1 The job security provisions in this Agreement shall apply to regular part time employees with the following modifications:

(a) In Article 27.8, when identifying the vacancies into which the surplus regular part time employee could be assigned, the Employer shall use the same criteria for identifying possible vacancies as are used for full time employees, as follows:

(i) Regular part time employees shall be asked, prior to the matching process, whether they wish to be matched to full time

positions. Where the surplus regular part time employee indicates a willingness to consider full time positions and there are both regular part time and full time vacancies, to which the surplus regular part time employee may match, the Employer shall assess the possible regular part time vacancies first.

(ii) Where the regular part time employee indicates no interest in being considered for matching to full time positions, the Employer shall look for regular part time vacancies in accordance with the provisions in Article 27.8.

(b) In Article 27.9, when identifying the bumping option for the surplus regular part time employee, the Employer shall look for regular part time positions within the ordering rules.

(c) A regular part time employee who refuses a direct assignment to an AMAPCEO unit regular part time permanent position shall forfeit all further rights under Article 27.8, 27.10, 27.11 (with the exception of the right to apply to restricted competitions for a twenty-four month period) and Article 27.14.3 and 27.14.4 and shall either be laid off at the end of the notice period or take a pay-in-lieu option for the remainder of the notice period under Article 27.7. However, a regular part time employee who refuses a direct assignment to an AMAPCEO unit full time permanent position shall not forfeit any rights under the job security provisions of this Agreement.

27.18 Omit as no longer applicable.

27.19 **Rights on Disposition or Transfer of Bargaining Unit Functions or Jobs**

27.19.1 The employer will make reasonable efforts to ensure that, where there is a disposition or any other transfer of bargaining unit functions or jobs to the private or broader public sector, employees in the bargaining unit are offered positions with the new employer on terms and conditions that are as close as possible to the then existing terms and conditions of employment of the employees in the bargaining unit, and, where less than the full complement of employees is offered positions, to ensure that offers are made on the basis of seniority.

27.19.2 Employees who accept an offer with a new employer to whom there has been a disposition or any other transfer of bargaining unit functions or jobs shall have no rights under the Agreement. However, if the employee's service and seniority are not carried over to the new employer, the employee shall have the right to severance under Article 27.15 of the Agreement.

27.19.3 Employees who are made an offer pursuant to this Article but do not accept

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the offer, or who are not made an offer, shall have all their rights under the Agreement.

27.19.4 Where an operation or part thereof is being disposed of, and the Employer has determined that an opportunity for tendering or bidding is warranted, employees shall be given the opportunity to submit a tender or bid on the same basis as others.

27.19.5 The obligations of the employer concerning reasonable efforts and employee bidding set out in Articles 27.19.1 to 27.19.4 inclusive shall be deemed to have been satisfied provided that:

1. In respect of the transfers of bargaining unit jobs or functions as a result of transfers due to tendering or a Request for Proposal (RFP) the Employer shall include in all RFPs or tenders relating to those transfers a mandatory requirement that proponents must commit in their proposals to make job offers to all of the AMAPCEO employees the employer determines will be declared surplus as a direct result of the disposition or transfer of their jobs under the RFP or tender. Such job offers shall be at a salary of at least 85% of the respective employee's salary at the time of the RFP or tender and recognize the service in the PACY, including prior service in the OPS pursuant to Article 16 where applicable, of each employee for the purposes of qualification for vacation, benefits entitlements and other terms and conditions of employment except for pension to the extent that they are provided in the proponent's workplace. Job offers shall not include any probationary period. Proposals that do not satisfy the above mandatory requirement will be disqualified.
2. The employer will offer the prospective new employer a financial incentive equal to the amount that would have been payable as enhanced severance pay to a classified employee, in order to secure or improve a job offer for the employee.
3. The employer shall include in the RFP or tender the statement that employees may bid on the same basis as others.

27.19.6 The parties agree that an offer made at the point of transfer will not require an employee to accept a loss of his/her common law employment rights with respect to subsequent unilateral changes to terms and conditions of employment made by the new employer.

27.19.7 The employer will continue to review criteria included in tenders for the purpose of minimizing unnecessary barriers to employee bidding.

27.19.8 Where job offers are obtained any affected employee shall have a period of

not less than ten (10) working days to accept or reject an offer of employment. An employee who does not respond within the ten (10) working days will have been deemed to reject the job offer.

27.19.9 The employer commits to having "reasonable efforts" discussions with AMAPCEO from the time a decision to approve a disposition or transfer is made as a standing item on the agenda of the Joint Committee, and to meet on a bi-weekly basis. The agenda items may include but are not limited to: seniority in relation to job offers; effective use of enhanced severance to obtain or improve job offers; discussion of additional incentives; issues concerning the timing of and information around job offers and surplus notices including the impact on employees who have a role in implementing transition; suggestions from AMAPCEO regarding training; and tendering practices as they relate to employee bidding. Any disclosure to AMAPCEO under this Article shall be subject to the same confidentiality requirements as apply to disclosure under Article 12.

27.20 **Surplus Factor 80**

27.20.1 An employee who receives a Notice of Lay Off without a vacancy identified for direct assignment under Article 27.6.3 may apply to retire on unreduced pension provided all of the following conditions are met:

- (a) The employee's age plus pension credit totals 80 years on or before employment ceases; and,
- (b) The employee ceases employment upon the date of lay off specified in his or her Notice of Lay Off. All or part of the employee's Termination Payments under Article 38 may be converted to and received as paid leave, in order to extend service beyond the employee's lay off date. In such case the employee must cease employment at the end of the paid leave period; and,
- (c) The employee must make his or her written election to retire under this paragraph within ten (10) days of receiving his or her Notice of Lay Off and the Employer must receive that election within the same ten (10) days; and,
- (d) The employee must forfeit all other surplus entitlement including but not limited to pay-in lieu of notice, bumping, redeployment, direct assignment, recall and enhanced severance pay.

27.21 **Enhanced Severance**

27.21.1 In addition to the severance entitlements set out in Article 27.15 of the Agreement, an additional one week of salary for every completed year of continuous service, with no maximum, shall be paid as enhanced severance to all employees declared surplus.

27.21.2 If an employee who is paid enhanced severance pursuant to this section subsequently, as a recall employee, accepts a direct assignment in accordance with Article 27.11, the employee shall be required to repay an amount equal to: the total number of weeks of enhanced severance paid less the number of weeks spent on recall prior to return to work (e.g. an employee who receives twenty (20) weeks enhanced severance and is recalled fifteen (15) weeks after their date of layoff shall repay the equivalent of five (5) weeks of enhanced severance).

27.22 **Pension Bridging Option**

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

- (a) the six month notice period;
- (b) the number of weeks of paid leave of absence that the employee's legislated severance can be converted into under the current provisions of the Public Service Act Regulation 977 Sec. 87; as of December 19, 2007, which are hereby incorporated by reference into this Article plus
- (c) a maximum of two (2) years leave of absence without pay, but with continued accrual of pension credits

would bring the employee to the next earliest date on which he or she could exercise an actuarially unreduced pension option under the Public Service Pension Plan. Article 27.22.4 provides details on the pension bridging option.

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

27.22.3 The Employer agrees to make any necessary changes to the pension plan and/or the Public Service Act, Regulation 977, in as expeditious a manner as is possible.

27.22.4 **Details on Pension Bridging Option**

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

- (a) determine the total amount of time from the date on which the employee receives the surplus notice that is needed for the individual to reach the next earliest of his or her actuarially unreduced pension options and, from that amount, subtract:
 - i) the employee's six-month notice period; and
 - ii) the number of weeks of paid leave of absence that the employee's legislated severance can be converted into under the existing provisions of the Public Service Act Regulation 977 Sec. 87, as of December 19, 2007
- (b) the remainder, to the extent that it is no more than two (2) years, shall be available as a leave of absence without pay but with continued accrual of pension credits. During the leave without pay, employees may choose to purchase all benefit coverage with the exception of STSP and LTIP.

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

- (a) the unpaid leave of absence, the maximum length of which is determined in accordance with Article 27.22.4.1(b) above, shall be taken first. During this leave of absence, in lieu of the employee's pension contributions being made directly by the employee, the employee's right to enhanced severance under Article 27.21 shall be reduced by an equivalent amount, which the Employer shall pay into the pension plan and the Employer contributions shall also be paid into the pension plan;
- (b) the leave of absence with pay equal to the employee's number of weeks of legislated severance shall be taken after the leave without pay in Article 27.22.4.2 (a). During this leave of absence the employee's pension contributions shall be deducted from the employee's biweekly payments;
- (c) at the conclusion of the leave of absence with pay the employee shall return to complete whatever portion of the six-month notice period remains. At the end of this period the employee:
 - (i) shall retire;

- (ii) shall receive the enhanced severance, reduced by an amount equivalent to his or her pension contributions for the unpaid leave of absence; and
- (iii) shall be entitled to exercise his or her right to an actuarially unreduced pension.

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	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.

- 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.

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

ARTICLE 30 - VACATION

30.1 An employee shall earn vacation credits at the following rates:

- (a) One and one-quarter (1-1/4) days per month during the first eight (8) years of continuous service (15 days per full calendar year);
- (b) One and two-thirds (1-2/3) days per month after eight (8) years of continuous service (twenty (20) days per full calendar year);
- (c) Two and one-twelfth (2-1/12) days per month after fifteen (15) years of continuous service (twenty-five (25) days per full calendar year);
- (d) Two and one-half (2-1/2) days per month after twenty-six (26) years of continuous service (thirty (30) days per full calendar year);
- (e) Where an employee has completed twenty-five years of continuous service in the public service, there shall be added to the employee's accumulated vacation, on that occasion only, five days vacation.

30.1.1 For employees who are at the maximum of their salary range the following additional entitlements apply:

- (a) After five (5) years of service, the employee shall be granted an additional two (2) days of vacation; and
- (b) After ten (10) years of service the employee shall be granted two (2) more additional days of vacation (for clarity, an additional four (4) days of vacation, in total).

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.

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- 30.3 An employee is not entitled to vacation credits under Article 30.1 in respect of a whole month in which the employee:
- (a) is on leave of absence without pay; or
 - (b) receives benefits under the Long Term Income Protection Plan, unless the employee is in rehabilitative employment with the Ontario Public Service;
- 30.4 Where any employee is absent by reason of an injury or occupational disease for which an award is made under the, *Workplace Safety and Insurance Act, 1997*, they shall continue to accrue vacation credits for the full period of such leave.
- 30.5 An employee shall be credited with his or her 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 a full-time employee leaves the Advocate's Office, he or she 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 Benefits - General

- 31.1 "Benefit Plans" in Articles 31-36 means the Basic Life Insurance Plan, the Supplementary & Dependent Life Insurance Plan, the Supplementary Health and Hospital Insurance Plan, (including vision and hearing aid coverage), the Dental Plan, and the Long Term Income Protection Plan in force as of September 1, 1997 with the Great West Life Assurance Company or any successor Plan.
- 31.2 Subject to the provisions of this Agreement, the benefits contained in the Benefit Plans as they were constituted on September 1, 1997 shall be provided to full time employees on the same terms and conditions as were in place on September 1, 1997. These benefits and terms and conditions may only be

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- 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 Advocate's Office 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.
- 31.10 In addition to the coverage set out above, the Employer shall provide employees with a drug card.

ARTICLE 32 - JOINT BENEFITS COMMITTEE

- 32.1 Issues with respect to Benefits may be referred to arbitration pursuant to the grievance procedure or addressed at the Joint Committee.

32.2 **Duties of Committee**

32.2.1 Where issues concerning benefits are referred to the Joint Committee, 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 Plans to an individual, when such issues have not been resolved through the existing administrative procedures.

32.2.2 Omit as no longer applicable

32.2.2.1 Omit as no longer applicable

32.2.2.2 Omit as no longer applicable

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

32.2.2.4 Omit as no longer applicable

32.2.2.5.1 Omit as no longer applicable

32.2.2.6 Omit as no longer applicable

32.2.2.7 Omit as no longer applicable

32.3 The Carrier(s) shall provide additional information as may be reasonably requested by AMAPCEO

32.4 Omit as no longer applicable

32.5 Omit as no longer applicable

32.6 Omit as no longer applicable

ARTICLE 33 - LIFE INSURANCE

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

33.2.1 Employees, at their option, are entitled to purchase supplementary and/or dependent life insurance. Employees must pay the full premium for this coverage. 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 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 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 (\$2500.00) dollars 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

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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 fifty-five dollars (\$55) per visit, to an annual maximum of twelve hundred dollars (\$1200);
 - (ii) the services of a speech therapist, at the rate of sixty dollars (\$60) 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 fifty-five dollars (\$55) 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 sixty dollars (\$60) 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 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.

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 dependents of a deceased employee shall continue for one (1) year from the date of the death of the employee.

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

34.7 **Out-of-Country Medical Coverage**

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

34.7.2 Subject to Article 34.7.1, 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 dependents 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 May 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 to 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 civil service on or after March 1, 1971 shall participate in the plan. An employee who was appointed to the civil 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. 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 employee enters the armed forces of any country on a full-time basis;
- (d) the first of the month following the commencement of an employee's approved leave of absence without pay where the employee does not elect to pay the required premium.

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 Advocate's Office 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 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

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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 Employer, 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 Employer 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 – Omit as no longer applicable

ARTICLE 39 – WORKERS’ COMPENSATION

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 an employee who has served for more than six (6) months dies, there shall be paid to the employee's personal representative, or such other person as is designated in writing by the employee, the sum of one-twelfth of the employee's annual salary.
- 40.2 Any severance pay to which an 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 policy, which shall not be altered for this bargaining unit without the consent of the Association, the meal allowance shall be:

Region	Breakfast	Lunch	Supper
Southern Ontario	\$10.00	\$12.50	\$22.50
Northern Ontario	\$11.15	\$15.35	\$28.50

- 41.2 Meal reimbursement can be based on an aggregate total if the employee is entitled to reimbursement for more than one meal on a given day. Meal rates may only be aggregated up to the combined daily maximum total of meals for which an employee is entitled to and has requested reimbursement.
- 41.3 To the extent that the meal reimbursement rates under the AMAPCEO/Crown in Right of Ontario collective agreement are improved during the term of this agreement, then those amounts shall be used to establish the per diem maximum under 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 that shall not be less than:

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<u>Kilometres</u>	<u>Reimbursement Rate</u>
0 - 4,000	44 cents/km
4,001 to 10,700	39 cents/km
10,701 - 24,000	33 cents/km
Over 24,000	28 cents/km

To the extent that the above rates are improved by the Office of the Legislature during the term of this agreement, then those improved rates shall 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
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.

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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.

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- 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 All salary rates in effect on March 31, 2018 will be revised to provide for an increase of 1.5% across the board, retroactive to October 1, 2017.
- 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, the Salary Schedule included as part of the Collective Agreement sets out the increases referred to above.

ARTICLE 45 – MERIT PAY AND PAY FOR PERFORMANCE BONUS

- 45.1 For employees in AMAPCEO classifications who are not at the maximum of their salary range:
 - 45.1.1 An annual step adjustment for a twelve (12) month work cycle coinciding with the employee's anniversary date shall be processed in an amount of 3% of his or her salary.
 - 45.1.2 Where an employee's final annual step adjustment within a classification results in an increase that would otherwise cause his or her salary to exceed the maximum salary for his or her classification, the amount of the annual step adjustment in excess of the maximum salary will be paid out as a one-time

lump sum bonus in that year only. 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 accumulates compensating leave, such leave shall be taken at a time mutually agreed upon. The employer will not unreasonably withhold such agreement.
- 46.3.2 Where at the end of the calendar year an employee has remaining accumulated compensating leave, the employee and manager shall endeavour to agree on the scheduling of such compensating leave in an effort to utilize the compensating leave by March 31, 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 March 31 of the following year, shall be paid, on a lump sum basis, at the rate it was earned (annual salary divided by 1891). An employee may be paid, on a lump sum basis, for compensating leave prior to March 31, where the employee and his or her manager so agree. On termination of employment, or on an employee assuming a permanent position outside the bargaining unit, an employee who has not used all of 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.
- 46.4.1 If an employee is required by the Employer to be on call, the Employer shall pay the employee three (3) hours pay in any twenty-four hour period. If while on call the employee is required to perform any duties beyond checking email and/or voicemail, the Employer shall pay the employee, in addition to the three (3) hours, the actual amount of time spent performing the duties at the applicable rate in accordance with Articles 29 and 46 of the Collective Agreement.
- 46.5 When regular part time employees, or unclassified 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.

ARTICLE 48 - Reclassification to Another Bargaining Unit

Omit as no longer applicable

ARTICLE 49 - COMPENSATION OPTION CREDIT

- 49.1 An employee is entitled to accumulate compensation option credits in each year for the portion of the year during which he or she is an employee at the rate of,

Effective April 1, 2004, for employees on payroll April 5, 2005

- (a) six-twelfths (6/12) of one (1) credit per month in the year, if the employee is a full-time employee, and
 - (b) that portion of six-twelfths (6 /12) of one (1) credit per month in the year that is equal to the portion that the employee's regularly scheduled hours of work bear to full employment, if the employee is a part-time employee.
- 49.2 The compensation option credits that an employee is entitled to accumulate in a year under Article 49.1 shall be credited to the employee on the 1st day of January in the year or on the day in the year when the employee first becomes an employee, whichever is later.
- 49.3 From the compensation option credits credited to an employee in a year in accordance with article 49.1 and 49.2 there shall be deducted, to a maximum of the credits credited to the employee in the year, credits at the rate set out in article 49.1 (a) or (b), as the case requires for,
- (a) each whole month in the year throughout which the employee is on leave of absence without pay;
 - (b) each whole month in the year throughout which the employee receives benefits under the Long Term Income Protection Plan;
 - (c) each whole month in the year throughout which the employee receives benefits under an award made under the *Workplace Safety and Insurance Act, 1997*, if that month is after the first six months for

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which the employee received benefits under that award, and if the employee is into receiving payment for accumulated attendance credits or accumulated vacation credits in that month;

- (d) each whole month in the year after the month in which the employee ceases to be an employee;
- (e) each whole month in the year throughout which the employee is on a leave of absence with pay under Subsection 87(3) or (6) of *the Public Service Act* or the month in the year, if less than the whole month in which the leave of absence with pay ends, and
- (f) any month wholly comprised of consecutive periods of less than a month for which credit would be deducted under sections 49.3 (a) to (e) if the periods were whole months.

49.4 With the approval of the employee's manager, an employee may take leave of absence with pay in respect of some or all of the employee's accumulated compensation option credits at the rate of one day of leave of absence with pay for each compensation option credit to which the employee is entitled, and the employee's accumulated compensation option credits shall be reduced by the leave of absence with pay taken.

49.5 Each or part thereof by which a leave of absence with pay taken by a person under Article 49.4 exceeds the person's accumulated compensation option credits after making any deduction required by article 49.3 or 49.5 shall be deducted from the person's vacation credits, and the person shall repay to the Crown 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.

49.5.1 Any amount to be repaid under Article 49.5 may be deducted from any payment the employee is entitled to receive from the Employer in respect of salary or termination of employment or otherwise.

49.6 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.

49.7 Information regarding accumulated compensation option credits shall be available pursuant to Article 30.16.

ARTICLE 50 - SHIFT PREMIUM

50.1 Effective May 4, 2009, an employee shall receive a shift premium of eighty eight cents (88 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 eighty eight cents (88 cents) per hour premium shall be paid for all regularly scheduled hours worked.

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 provisions #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 Except as 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 classified 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 employees.

- 1 Recognition
- 2 No Discrimination
- 3 Management Rights
- 4 Information on New 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 Classified Staff
- 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
- 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/Pay for Performance Bonus
- 46 Hours of Work
- 47 Alternative Work Arrangements
- 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 |

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.

PT5.4 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 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 (1-1/4) days per month during the first eight (8) years of continuous service (15 days per full calendar year);
- (b) One and two-thirds (1-2/3) days per month after eight (8) years of continuous service (twenty (20) days per full calendar year);
- (c) Two and one-twelfth (2-1/12) days per month after fifteen (15) years of continuous service (twenty-five (25) days per full calendar year);
- (d) Two and one-half (2-1/2) 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.6.2 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

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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 a part-time employee leaves the Advocate's Office he or she 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 Advocate's Office 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 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.

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 Employer 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

- 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

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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 dollars and forty (\$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 (\$2500.00) dollars 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 fifty-five dollars (\$55) per visit, to an annual maximum of twelve hundred dollars (\$1200);
 - (ii) the services of a speech therapist, at the rate of sixty dollars (\$60) 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

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practicing within the scope of their license to a maximum of fifty-five dollars (\$55) 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 sixty dollars (\$60) 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).

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 Out-of-Country Medical Coverage

PT.10.7.1 Effective May 1, 2018, an employee, at their option, is eligible to enrol for and receive out-of-country medical coverage. Employees must pay the full premium for this coverage.

PT.10.7.2 Subject to Article PT.10.7.1, an employee may enrol for 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

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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.
- (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 May 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 to 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 civil service on or after March 1, 1971 shall participate in the plan. An employee who was appointed to the civil 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

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elects to continue to use accumulated attendance credits on a day-to-day basis after the six (6) month period. Benefits shall be calculated based on the employee's salary at the first date of eligibility to receive LTIP benefits.

- PT.12.5.2 The LTIP coverage will terminate on the earliest of the following:
- (a) at the end of the calendar month in which the employment ceases;
 - (b) the end of the calendar month an employee attains the age of sixty-four (64) years and six (6) months;
 - (c) the date an employee enters the armed forces of any country on a full-time basis;
 - (d) the first of the month following the commencement of an employee's approved leave of absence without pay where the employee does not elect to pay the required premium.
- PT.12.5.3 The LTIP benefits payments continue until the earliest of:
- (a) the employee ceases to be totally disabled as defined in the plan;
 - (b) death;
 - (c) the date on which the employee attains the age of sixty-five (65) years.
- PT.12.6 Rehabilitative employment for employees receiving LTIP benefits, whether with the OPS 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.

UC.1 UNCLASSIFIED EMPLOYEES

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

UC.1.2 The following sections in this Article shall apply only to unclassified staff:

UC.2 Salary

UC.2.1 The salary rate of the equivalent classified 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.

UC.2.2 A full time unclassified 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 classified classification to which they correspond.

UC.3 Holidays

UC 3.1 Unclassified employees will be entitled to the paid holidays listed in Article 29.1 (Holidays).

UC 3.2 When the 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.

UC.4 Vacation Pay

UC.4.1 An unclassified 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.

UC.4.2 Where an unclassified employee leaves the Advocate's Office he or she 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.

UC.4.3 An unclassified employee who has completed six (6) or more months of continuous service in the Advocate's Office shall be paid for any unused vacation standing to his or her credit at the date he or she ceases to be an employee.

UC.4.4 Where an unclassified employee is appointed to the classified service,

vacation credits accumulated under this Article shall continue to stand to the credit of the employee.

- UC.4.5 Upon the completion of six (6) months continuous service in the public service, an 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.

UC.5 Attendance Credits And Sick Leave

- UC.5.1 An unclassified 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.

- UC.5.2 An unclassified 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.

- UC.5.3 Where an unclassified employee is appointed to the classified service, attendance credits accumulated under this Article cease to stand to the credit of the employee.

- UC.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.

- UC.5.5 Despite Article UC 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 UC5.4 for any period of absence.

UC.6 Pregnancy and Parental Leave

- UC.6.1 Pregnancy and parental leaves will be granted to employees under the terms of the *Employment Standards Act 2000 and Regulations*. 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.

- UC.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.

UC.7 Filling of Positions with Unclassified Employees

UC.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.

UC.7.2 Where the same work has been performed by an employee in the Unclassified Service for a period of at least two (2) consecutive years, (except for situations where the unclassified employee is replacing a classified employee on a leave of absence authorized by the Employer or otherwise absent as provided for under the collective agreement), and where the Employer has determined that there is a continuing need for that work to be performed, the Employer shall establish a position within the Classified Service to perform that work.

UC.7.3 Where the Advocate's Office has determined that it will convert a position in accordance with Article UC.7.2, the status of the incumbent in the position will be converted from unclassified to classified, provided that the incumbent has been in the position in question for at least two (2) years.

UC.8 Bereavement Leave

UC 8.1 An employee who is scheduled to work more than twenty-four (24) hours during a week and who would otherwise have been at work, shall be allowed up to three (3) days of leave-of-absence with pay in the event of the death of his or her spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, ward or 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 or grandchild, foster child or foster parent, he or she shall be allowed only one (1) day's leave-of-absence with pay.

UC.9 Religious Accommodation

UC 9.1 With reasonable notice, an unclassified 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.

UC.10 Payment in Lieu of Benefits

UC.10.1 All full-time unclassified 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 six per cent (6%) of their basic hourly rate for all hours worked exclusive of overtime.

UC.11 Termination of Employment

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

UC.12 Other Articles Applicable to Unclassified Employees

- 1 Recognition
- 2 No Discrimination
- 3 Management Rights
- 4 Information to New 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/Arbitration
- 16 Seniority (16.2.1 and 16.2.2)
- 17 Appointment to Classified Staff (Articles 17.3.1 and 17.3.2)
- 18 Posting and Filling of Vacancies & New Positions (18.1, 18.4, 18.5.2 and 18.7.1)
- 20 Discipline and Discharge
- 21 Personnel Files and Disciplinary Records
- 23 Leaves - Articles 23.2.1(without pay), 23.7 (jury/witness) and 23.10.1 (family medical leave)
- 25 Health & Safety
- 27 Job Security - Article 27.1.1(b)
- 41 Meal Allowances
- 42 KM - Use of Private Vehicle
- 45 Merit Pay/Pay for Performance Bonus
- 46 Hours of Work
- 47 Alternative Work Arrangements
- 48 Reclassification to Another Bargaining Unit
- 50 Shift Premium
- 51 Term and Renewal

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SALARY SCHEDULE

Annual Salary Schedules	April 1, 2017 to September 30, 2017		October 1, 2017 to March 31, 2019		April 1, 2019 to September 30, 2019	
	Annual Salary Min	Annual Salary Max	Annual Salary Min	Annual Salary Max	Annual Salary Min	Annual Salary Max
Project Leader Research And Quality Assurance	\$91,997	\$111,480	\$93,377	\$113,152	\$94,311	\$114,284
Advocate	\$75,514	\$97,898	\$76,647	\$99,366	\$77,413	\$100,360
Community Development Advisor	\$75,514	\$97,898	\$76,647	\$99,366	\$77,413	\$100,360
Investigator	\$75,514	\$97,898	\$76,647	\$99,366	\$77,413	\$100,360
Research Analyst	\$75,514	\$97,898	\$76,647	\$99,366	\$77,413	\$100,360
Communications Coordinator (Media Relations)/ Communications Coordinator (Digital Media)	\$71,232	\$90,934	\$72,300	\$92,298	\$73,023	\$93,221
IT Coordinator	\$63,024	\$76,985	\$63,969	\$78,140	\$64,609	\$78,921
Website Administrator	\$63,024	\$76,985	\$63,969	\$78,140	\$64,609	\$78,921
Financial Analyst	\$63,024	\$76,985	\$63,969	\$78,140	\$64,609	\$78,921
Finance Officer	\$54,979	\$67,779	\$55,804	\$68,796	\$56,362	\$69,484
Administrative Assistant	\$46,204	\$56,253	\$46,897	\$57,097	\$47,366	\$57,668
Finance Clerk	\$46,204	\$56,253	\$46,897	\$57,097	\$47,366	\$57,668
Receptionist	\$43,101	\$52,428	\$43,748	\$53,214	\$44,185	\$53,746
Youth Program Coordinator	\$43,101	\$52,428	\$43,748	\$53,214	\$44,185	\$53,746
Amplifier	\$15.67		\$18.07* *rate comes into effect January 1, 2018		\$18.25	

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Annual Salary Schedules	October 1, 2019 to March 31, 2020		April 1, 2020 to September 30, 2020		October 1, 2020 to March 31, 2021	
Classification Description	Annual Salary Min	Annual Salary Max	Annual Salary Min	Annual Salary Max	Annual Salary Min	Annual Salary Max
Project Leader Research And Quality Assurance	\$95,254	\$115,427	\$96,207	\$116,581	\$97,169	\$117,747
Advocate	\$78,187	\$101,364	\$78,969	\$102,378	\$79,759	\$103,402
Community Development Advisor	\$78,187	\$101,364	\$78,969	\$102,378	\$79,759	\$103,402
Investigator	\$78,187	\$101,364	\$78,969	\$102,378	\$79,759	\$103,402
Research Analyst	\$78,187	\$101,364	\$78,969	\$102,378	\$79,759	\$103,402
Communications Coordinator (Media Relations)/ Communication Coordinator (Digital Media)	\$73,753	\$94,153	\$74,491	\$95,095	\$75,236	\$96,046
IT Coordinator	\$65,255	\$79,710	\$65,908	\$80,507	\$66,567	\$81,312
Website Administrator	\$65,255	\$79,710	\$65,908	\$80,507	\$66,567	\$81,312
Financial Analyst	\$65,255	\$79,710	\$65,908	\$80,507	\$66,567	\$81,312
Finance Officer	\$56,926	\$70,179	\$57,495	\$70,881	\$58,070	\$71,590
Administrative Assistant	\$47,840	\$58,245	\$48,318	\$58,827	\$48,801	\$59,415
Finance Clerk	\$47,840	\$58,245	\$48,318	\$58,827	\$48,801	\$59,415
Receptionist	\$44,627	\$54,283	\$45,073	\$54,826	\$45,524	\$55,374
Youth Program Coordinator	\$44,627	\$54,283	\$45,073	\$54,826	\$45,524	\$55,374
Amplifier	\$18.43		\$18.61		\$18.80	

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Annual Salary Schedules	April 1, 2021 to September 30, 2021		October 1, 2021 to March 31, 2022	
Classification Description	Annual Salary Min	Annual Salary Max	Annual Salary Min	Annual Salary Max
Project Leader Research And Quality Assurance	\$98,141	\$118,924	\$99,122	\$120,113
Advocate	\$80,557	\$104,436	\$81,363	\$105,480
Community Development Advisor	\$80,557	\$104,436	\$81,363	\$105,480
Investigator	\$80,557	\$104,436	\$81,363	\$105,480
Research Analyst	\$80,557	\$104,436	\$81,363	\$105,480
Communications Coordinator (Media Relations)/ Communications Coordinator (Digital Media)	\$75,988	\$97,006	\$76,748	\$97,976
IT Coordinator	\$67,233	\$82,125	\$67,905	\$82,946
Website Administrator	\$67,233	\$82,125	\$67,905	\$82,946
Financial Analyst	\$67,233	\$82,125	\$67,905	\$82,946
Finance Officer	\$58,651	\$72,306	\$59,238	\$73,029
Administrative Assistant	\$49,289	\$60,009	\$49,782	\$60,609
Finance Clerk	\$49,289	\$60,009	\$49,782	\$60,609
Receptionist	\$45,979	\$55,928	\$46,439	\$56,487
Youth Program Coordinator	\$45,979	\$55,928	\$46,439	\$56,487
Amplifier	\$18.99		\$19.18	

Letter of Understanding re: Article 18.8.1(h)

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

PRECONDITIONS:

1. The "precondition events" that trigger Article 18.8.1(h) entitlements are if, on or after March 6, 1996:
 - (a) an employee is directly assigned under Article 27/the Interim Agreement to a lower classification; or
 - (b) an employee's duties are changed because of a reorganization or reassignment of duties so that the position is reclassified to a lower classification.

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

PROCESS:

- 2.1.1 A permanent, classified AMAPCEO position is posted and an employee applies for the position and indicates that they wish to trigger their Article 18.8.1(h) entitlements and also identifies:
 - (a) what their position/class was immediately prior to the "precondition event" (to be referred to as "original position");
 - (b) what is the "reclassified/redeployed position";
 - (c) date they were put into "reclassified/redeployed position";
 - (d) whether they have been reassigned under Article 18.8.1(h) since they were put into the "reclassified/redeployed position".
- 2.1.2 The competition process for the posted position is held in abeyance and the criteria under 18.8.1(h) are reviewed to determine the applicant's eligibility to exercise rights under this article:
 - (a) Precondition 1(a) or 1(b) above occurred; and
 - (b) The position applied for is at a salary maximum higher than the home position the employee currently holds, but not higher than the salary maximum of the "original position".
- 2.3 If 2.2(a), and (c) are not satisfied then the competition process continues and the applicant is given no special consideration, but is still considered an applicant for the position.
- 2.4 If 2.2(a), and (c) are satisfied then the applicant may be interviewed and will be appointed to the position provided the "qualified to perform" criterion is

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met.

- 2.5 The Employer may decide that an interview is not necessary, in which case the Employer may waive the interview and approve the assignment.
- 2.6 If an applicant is not "qualified to perform", the competition process continues, and the applicant is given no special consideration but is still considered an applicant for the position.
- 2.7 If more than one AMAPCEO bargaining unit employee triggering this Article is "qualified to perform" in respect of the same position, the employee with greater seniority will be appointed to the position.
- 2.8 There is no limit on the number of times an employee can apply for such a placement.
- 2.9 An employee who applies for a placement under Article 18.8.1(h) and is accepted and then refuses the placement, has no rights under Article 18.8.1(h) unless one of the preconditions in 1(a) or (b) occurs again.
- 2.10 This settlement is without prejudice to any dispute between the parties concerning the interpretation and application of the term "qualified to perform" in Article 18.8.1(h).

This letter of understanding forms part of the collective agreement.

Signed at Toronto, Ontario,

For the Association

For the Employer

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.

Gary Gannage
For AMAPCEO

Irwin Elman
For the Employer

Letter of Understanding re: Youth Partnership Initiative

Preamble:

(1) As part of the continuing mandate to implement strategies aimed at elevating the voice of children and youth as mandated in the *Provincial Advocate for Children and Youth Act, 2007*, the Office has created a Youth Partnership Initiative (the “Initiative”).

(2) Youth, in and from the mandated areas of the *Provincial Advocate for Children and Youth Act, 2007* will be hired from time to time to work in partnership with full-time staff of the Advocate’s Office. Recruitment and work of youth will be tied to specific projects.

(3) In addition to compensation for their work, youth so hired will be exposed to training opportunities aimed at equipping them for success in the workplace. Such exposure will provide opportunities to enhance skills such as: analytical and problem solving techniques, communication and interpersonal skills. The program is anchored in a supportive coaching and mentorship framework that partners youth with staff working at the Advocate’s Office.

Accordingly, the parties agree as follows:

1. The Employer will create the position of “**Amplifier**” within the AMAPCEO bargaining unit.
2. An “**Amplifier**” is a full-time or part-time unclassified employee hired into the classification who is enrolled in a recognized high school, college, university or other post-secondary institution, or a youth whose lived experience is relevant to the mandate of the Advocate’s Office.
3. Unless otherwise provided for in this agreement, all terms and conditions for Unclassified Employees in the AMAPCEO collective agreement shall apply to **Amplifiers** save except for the following articles, and subject to the following qualifications:

- UC.5: Attendance Credits and Sick Leave
- UC.7: Filling of Positions with Unclassified Employees
- UC.10: Payment in Lieu of Benefits
- UC.12.8: Association Leave
- UC. 16: Seniority
- UC.23: Leaves
- UC.27: Job Security
- UC.45: Merit/Pay for Performance
- UC.47: Alternative Work Arrangements

Notwithstanding the foregoing, and subject to the Employment Standards Act, PT5 shall apply to Amplifiers working part time, and UC3 shall apply to Amplifiers working full time, as provided for above. Without limiting the generality of the

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foregoing, Amplifiers' holiday pay will be calculated using the formula outlined in what is now section 24 of the *Employment Standards Act*.

Notwithstanding the foregoing, the Employer shall grant each Amplifier a leave of absence with pay for up to two (2) days per year for personal reasons, including for any reason permitted under the Personal Emergency Leave provisions of the *Employment Standards Act, 2000*.

Notwithstanding the foregoing, all Amplifiers working part time are not entitled to the provisions of UC.4 – Vacation Pay. Instead of receiving vacation credits, Amplifiers working part time will receive in lieu of vacation credits an amount equal to six percent (6%) of their basic hourly rate for all hours worked exclusive of overtime.

For clarity, all other Articles listed in UC.12 apply to Amplifiers, and Amplifiers are entitled to full access to the Employer's EAP services.

4. The rate for Amplifiers shall be 18.07/hr., effective January 1, 2018 and will be subject to across the board increases consistent with those set out in Article 44 thereafter.

Notwithstanding the foregoing, no current employee shall suffer any reduction in wages as a result of this LOU.

5. As training opportunities, the nature of the work performed by the Amplifiers shall be special project work and will not be considered as vacant or new positions which otherwise would require posting in accordance with the AMAPCEO collective agreement. The term of employment for Amplifiers will not exceed 12 months, or the duration of the project for which they were hired, whichever is less.

Notwithstanding the foregoing, current employees hired under the Student provisions of the expired agreement shall not be subject to the 12 month term limit, and the limit of their term shall be dictated by the term of the project for which they were hired.

6. The work performed by Amplifiers will not:

- (a) Include the non-trivial work of an AMAPCEO employee in the work unit who has been designated surplus or an AMAPCEO position that has been abolished within the preceding 24 months;
- (b) Adversely affect the promotional, training and/or development opportunities of other employees in the AMAPCEO bargaining unit or substitute for existing AMAPCEO represented employees;
- (c) Substitute for the recruitment of a full time AMAPCEO position;

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- (d) Adversely affect direct assignment/recall opportunities of employees in the bargaining unit;

7. Cessation of employment in the Initiative shall not be considered a layoff. Article 27.1.(b) is therefore not applicable.

8. The Employer agrees to consult with AMAPCEO through the Employer/Employee Relations Committee on issues which arise through the implementation and operation of the Initiative. Where the Employer intends to hire more than six (6) Amplifiers at a time, it shall advise AMAPCEO in advance and the parties agree to discuss the issue at the Employer/Employee Relations Committee.

9. Where conflicts exist between the AMAPCEO collective agreement and this agreement, the AMAPCEO collective agreement shall prevail unless otherwise explicitly provided for by this agreement.

10. This agreement forms part of the AMAPCEO collective agreement dated _____.

Letter of Understanding re: Use of Article 45.2 Vacation Days

Employees who accumulated additional vacation days in accordance with Article 45.2 of the 2014-2018 AMAPCEO-OPACY Collective Agreement and have, as a result, exceeded the carry over limits provided for vacation days under Article 30.6 as of the date of ratification of this agreement, shall be entitled to have the excess paid out on a lump sum basis utilizing fiscal year funds of 2017-2018, or to use the excess for paid time off, on or before December 31, 2020.

Each employee affected by this Letter of Understanding shall inform the Employer of their election by March 31, 2018. This election will indicate the employee's choice to either:

- 1) have the excess paid out; or
- 2) use the excess for paid time off by December 31, 2020.

Note: If an employee elects option 2), to use the excess for paid time off, they will agree on a schedule for using the excess time off with their manager. If, after having agreed on such a plan with the manager, the employee does not use all of the excess entitlements prior to the deadline of December 31, 2020, any such additional entitlements become forfeit.

This letter forms part of the Collective Agreement.

Benjamin Rossiter
For AMAPCEO

Jennifer Golden
For the Employer

Letter of Understanding re: Employment Standards Act Compliance

This will confirm that the parties will review the language of the collective agreement for compliance with the *Employment Standards Act*, and implement any agreed upon adjustments.

This letter forms part of the Collective Agreement.

Benjamin Rossiter
For AMAPCEO

Jennifer Golden
For the Employer