

COLLECTIVE AGREEMENT

BETWEEN

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

AND

**ONTARIO ARTS COUNCIL
(THE "OAC" OR THE "EMPLOYER")**

EFFECTIVE

APRIL 1, 2018 TO MARCH 31, 2022

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ARTICLE 1 RECOGNITION

- 1.1 The Employer recognizes the Association of Management, Administrative and Professional Crown Employees of Ontario (“AMAPCEO”) as the bargaining agent for all employees of the Ontario Arts Council in the Province of Ontario, save and except persons who exercise managerial functions or who are employed in a confidential capacity relating to labour relations.

ARTICLE 2 PURPOSE

- 2.1 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Association, to secure prompt and fair disposition of disputes, and to secure the efficient operation of the Employer's business without interruption or interference with work.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 The Association recognizes that the management of the Employer's operations and direction of the workforce are fixed exclusively in the Employer and without limiting the generality of the foregoing the Association recognizes that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, discipline, suspend and discharge employees for just cause, provided that a claim for unjust discipline or discharge may be the subject matter of a dispute and dealt with as hereinafter provided;

- (b) select, hire, transfer, assign and direct, promote, demote, evaluate, classify, lay-off, recall or dismiss employees, subject to applicable legislation, and select employees to be offered positions excluded from the bargaining unit;
- (c) determine organization, staffing levels, work methods, the merit system, training and development, appraisal, evaluate and classify positions, kinds and locations of equipment, and the locations of operations, and their expansion or curtailment, the direction of working forces.

3.2 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 TYPES OF EMPLOYEES

- (a) The term "employee" or "regular full-time employee" means a non-probationary employee who has been hired for an indefinite period and who regularly works at least 36.25 hours per week.
- (b) The term "part-time employee" or "regular part-time employee" means a non-probationary employee who has been hired for an indefinite period and who regularly works less than 36.25 hours per week.
- (c) The term "temporary employee" means an employee who has been hired for a defined period of time. Weekly hours worked by temporary employees can be part-time or full-time.

4.1 Terms and Conditions of Employment for Regular Part-time Employees

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

4.2 Terms and Conditions of Employment for Temporary Employees

- (a) When the Employer hires a temporary employee, the Employer will advise AMAPCEO whether the temporary employee is required for work that is either:
 - (i) limited in duration and/or is being funded for a limited time period;
or
 - (ii) for a fixed period to occupy a position that would normally be permanent in nature.

- (b) If the position occupied by a temporary employee would normally be permanent in nature, and continues beyond eighteen (18) months, the Employer will advise AMAPCEO of the requirement for the position to continue. If the Employer determines the position should be made permanent, the incumbent will be offered the position. Should the incumbent not accept the permanent position, the position will be posted in accordance with Article 18. If the Employer determines the position should not be made permanent, the position can continue for no more than an additional eighteen (18) months, failing which, the position will be deemed to be permanent. If the Employer determines the position should

be made permanent, the incumbent will be offered the position. Should the incumbent not accept the permanent position, the position will be posted in accordance with Article 18.

- (c) Temporary employees will be paid an hourly rate determined by the Employer in the following manner: the Employer will assign the position to a salary classification level, determine placement within the range and calculate an hourly rate.
- (d) All provisions of the collective agreement will apply to temporary employees unless the collective agreement specifies otherwise in this or any other article of the collective agreement.

4.2.1 The following articles in their entirety, unless otherwise specified, do not apply to temporary employees.

Article 8	Leave of Absence for Association Activities
Article 17	Probationary Period
Article 19	Pay Administration
Article 23	General Leaves of Absence
Article 24	Absence with Employment Insurance Top-Up
Article 27	Layoff, 27.4.1, 27.6, 27.7.1, 27.7.2, 27.7.3, 27.8.1, 27.8.2
Article 29	Holidays
Article 30	Vacation
Article 31	Benefits
Article 32	Professional Fees
Article 34	Workers' Compensation, subject to legislative requirements, if any
Article 36	Short-term Sickness Plan

Article 37 Merit Pay

4.2.2 All of the above exemptions relating to temporary employees are subject to any benefit provided under Letter of Understanding Regarding the Application of the Collective Agreement or the benefit provided under the *Employment Standards Act (the "ESA")*, whichever is greater, regardless of whether the ESA benefit actually applies to the OAC.

4.2.3 Personal Emergency Leave

4.2.3.1 Temporary employees are entitled to request up to two (2) paid days of leave in addition to eight (8) unpaid days of leave in accordance with the provisions of the Employment Standards Act, 2000 as amended.

4.2.4 Sick Days and Personal Days

- (a) A temporary employee, who has been employed for a minimum of six (6) continuous months shall be entitled to two (2) paid sick leave credits plus two (2) paid personal days effective on the first day of the seventh (7th) month of employment. Thereafter, sick and personal days shall be credited on January 1st of each calendar year.
- (b) Accumulated sick leave and personal days have no value on termination of employment.
- (c) There is no annual carry-over of any of the paid days of leave in accordance with the Employment Standards Act, sick or personal days noted above.

4.3 Benefit Coverage for Temporary Employees

4.3.1 All temporary employees shall, upon completion of six (6) months of continuous service, receive all of the benefits outlined in Appendix A of the collective agreement, subject to the terms of the Benefit Carrier, except for the following: Long Term Income Protection (LTIP). Temporary employees shall receive these benefits for the duration of their contract and any subsequent extensions. Benefits will commence effective the first day of the month immediately following the completion of six (6) months of continuous service.

ARTICLE 5 NO DISCRIMINATION FOR ASSOCIATION ACTIVITIES

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

ARTICLE 6 NON-DISCRIMINATION/HARASSMENT/SEXUAL HARASSMENT

6.1 Responses by the Employer and AMAPCEO to workplace harassment, discrimination and violence incidents will aim to correct identified issues, restore positive and productive work environments and prevent similar incidents.

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

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

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

6.5 **Sexual Harassment**

6.5.1 All employees covered by this collective 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.

6.5.2 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 person 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.

6.6 The time limits set out in Article 22 do not apply to complaints under Article 6, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.

6.7 Where, at any time either before the making of a complaint or the filing of a dispute under Article 6, the Employer establishes an investigation of the complaint, or the employee agrees to the establishment of such an

investigation, pursuant to any staff relations policy or other procedure of the Employer, the time limits for the processing of the complaint or dispute under Article 22 shall be suspended by agreement of the parties until the employee is given notice in writing of the results of the investigation.

- 6.9 Where a complaint under Article 6 is made against an employee's Manager, or any person with responsibilities at a higher level over the employee, any oral complaint or written dispute which is expressed in Article 6 may be presented to the Director of Human Resources.
- 6.10 Where it appears to an arbitrator that an employee who is a complainant under Article 6 has made a complaint under the Ontario Human Rights Code relating to the conduct which is the subject of the dispute, the arbitrator may, as he or she sees fit, adjourn the dispute, stay the dispute, or dismiss the dispute.
- 6.11 An employee who makes a complaint under Article 6 may be accompanied and represented by an AMAPCEO representative at the time of the discussion of the complaint, at each stage of the dispute procedure, and in the course of any investigation established by the Employer under any policy.

ARTICLE 7 HEALTH AND SAFETY

- 7.1 The Employer shall make reasonable provisions for the health and safety of employees during the hours of their employment. The Employer, the employee(s) 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.
- 7.2 The Employer agrees to:

- (i) take all measures reasonable in the circumstances to ensure that safe conditions prevail within the workplace, including providing and maintaining a workplace, equipment, work methods and tools that are safe and without undue risk to health, informing employees regarding the risks relating to their work, and providing appropriate training so that employees have the skills and knowledge necessary to safely perform the work assigned to them.
- (b) take, without delay, all measures reasonable in the circumstances to prevent or correct a situation that may endanger the health and safety of employees, as soon as this situation is brought to its attention.

7.3 Health and Safety Committee

7.3.1 The Employer agrees to recognize two employees appointed by the Association as health and safety representatives, to participate as members of the Joint Health and Safety Committee, and such employees shall be able to attend meetings of the Committee without loss of regular straight time pay. The Committee will meet quarterly unless otherwise agreed, to review any pending or potentially hazardous safety issues and will conduct a monthly tour of the workplace. Minutes of each meeting will be maintained as a permanent record of committee business. Meetings will be chaired and minutes taken on a rotational basis.

ARTICLE 8 LEAVE OF ABSENCE FOR ASSOCIATION ACTIVITIES

8.1 The Employer agrees to provide leave of absence from full time employment, or partial leaves of absence for up to half of full time employment, with pay and no loss of entitlements for one (1) member, for one (1) elected position. The leave of absence will be renewed annually.

8.1.1 Upon the expiry of any leave of absence granted in accordance with Article 8.1, the employee shall be reinstated to his or her most recent position, or a comparable one, if the position does not still exist, with no loss of pay or benefits, and, notwithstanding Article 16.2.1, without loss of seniority/continuous service. However it is agreed that such an assignment will not result in a promotional salary increase.

8.2 Members of the negotiating team will be granted time off work without loss of pay or entitlements in order to attend collective bargaining with the Employer up to and including conciliation, mediation and arbitration, if applicable.

8.2.1 Members of the negotiating team will also be granted reasonable time off work without loss of pay or entitlements for the purpose of preparation time and/or to attend Association bargaining team caucus sessions held immediately prior to the commencement of negotiations, mediation or arbitration, or at other periods during negotiations, mediation or arbitration where either party is not available.

8.3 The OAC will grant a leave of absence to employees for Association activities provided requests for such leave are submitted to the OAC in writing by AMAPCEO at least one week in advance of the effective date of the leave. Permission will be granted provided operational requirements can be met. It is understood that such leave of absence will be limited to a maximum of two (2) employees at any one time. The total amount of such leave that is available for the entire bargaining unit is sixty (60) working days in each calendar year.

8.4 The Association will reimburse the Employer for approved leaves taken by employees under sections 8.1, 8.2.1 and 8.3, for salary and all benefits including the Employer's share of contributions required by statute and pension contributions and the employees shall record all such time on his/her time sheets.

8.4.1 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.

8.4.2 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 Employer shall recognize two (2) workplace representatives, and a negotiating committee composed of two (2) members of the Association. The Association shall send to the Employer a list of names, of all workplace representatives authorized to represent employees covered by this collective agreement. The Association shall advise the Employer in writing of any changes to the identity of the workplace representatives.

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 Director or his or her designate, 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.

9.3 The duties and responsibilities of workplace representatives shall include the following, with respect to employees covered by this collective agreement:

- (a) Providing information to employees on their terms and conditions of employment, including their rights and entitlements under this Agreement.
- (b) Participating in problem solving of disputes.
- (c) Attending meetings at the request of the Employer or in accordance with Article 21 (Employee Right to Representation) and/or Article 6 (Non-discrimination/Harassment/Sexual Harassment).
- (d) Presenting a dispute in accordance with the Dispute Resolution Procedure (Article 22).

Time for such workplace representative activities shall be granted as 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 STATEMENT OF INFORMATION/DUTIES TO EMPLOYEES

- 10.1 Where the Employer establishes a new classification within the bargaining unit or creates a new position within an existing bargaining unit classification, the Employer shall provide the Association with a copy of the job description.
- 10.2 The Employer shall provide the President of the Association with copies of position descriptions within the AMAPCEO bargaining unit within twenty (20) working days of receiving a written request from the Association.
- 10.3 Upon request to the Director of Human Resources, an employee shall be provided with a copy of the most current position description on file outlining their duties and responsibilities, and any other documents related to the duties and responsibilities of the position, e.g. physical demands analysis. The information shall be provided within twenty (20) working days of the request.
- 10.4 Employees newly hired or newly assigned into the bargaining unit will be notified in writing, on or prior to their starting date, that their position is in the AMAPCEO bargaining unit, and of the name, address and telephone number of the Association. The President of the Association shall be copied electronically on or about the same time as the information is sent to the employee.

ARTICLE 11 CHECK OFF OF ASSOCIATION DUES

- 11.1 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.

- 11.2 Together with each monthly dues payment, the Employer will provide a monthly report to the Association indicating the names of the employees in respect of whom deductions have been made, the employee identification number, work contact (address, phone number, email), hire date, employment status (leave, terminated, regular part time/ regular full time), employee classification, continuous service date, benefit base salary (annualized pay rate used for calculating benefits such as insurance premium), home contact information (address, phone number), and any such other information as may be agreed upon by the parties.
- 11.3 The report will be forwarded in excel unless the parties mutually agree to an alternate electronic format.
- 11.4 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.
- 11.5 AMAPCEO agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.
- 11.6 AMAPCEO dues or assessments, or the equivalent amount, shall be itemized on the annual T-4 slip as annual membership dues for AMAPCEO.

ARTICLE 12 LABOUR RELATIONS COMMITTEE

- 12.1 A joint Labour Relations Committee shall be established to discuss and resolve matters of interest between the parties. The committee shall consist of two (2) representatives (or their delegates) of management and two (2) employee representatives on behalf of 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 The employee members of the committee, and a resource person accompanying them, if any, shall be entitled to time off with no loss of pay and with no loss of entitlements for meeting time and for reasonable preparation time.

12.3.1 The Committee shall meet quarterly or as otherwise agreed. The parties shall endeavour to provide their agenda items at least two (2) weeks in advance of the meeting.

12.4 Information of a confidential nature disclosed to the Labour Relations Committee will be kept confidential by the parties unless or until the party providing such information authorizes the disclosure of the information; however nothing in this article shall be construed as preventing either party from consulting internally with respect to the matter. For clarity, the employee members of the committee may consult with AMAPCEO, but may not otherwise disclose any information received as a result of their participation in the Committee.

12.5 Except as provided in Article 12.5.1, not less than two (2) weeks prior to a formal public announcement or announcement to employees of a decision involving changes to the workplace affecting AMAPCEO-represented employees, such as layoffs, transfers and reclassifications, 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 anticipated impact, if any, on employees.

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

- (a) emergencies;
- (b) legislation and government directives and policy;
- (c) extenuating circumstances.

Where the Employer has acted in accordance with this clause, the disclosure information required in Article 12.5.2 will be provided to the President of the Association as soon as practical.

12.5.2 Information provided under Article 12.5 or 12.5.1 will be kept confidential by AMAPCEO unless or 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.

12.5.3 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.

ARTICLE 13 BULLETIN BOARDS

13.1 Where requested by an Association representative, the Employer will provide reasonable access to existing bulletin boards (physical and an assigned intranet location) in the workplace for the purpose of communicating with the membership.

ARTICLE 14 CORRESPONDENCE BETWEEN THE OAC 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 or by email president@amapceo.on.ca.

ARTICLE 15 TECHNOLOGICAL CHANGE

15.1 For the purpose of this Article, "Technological Change" means:

- (a) The introduction by the Employer of equipment or material of a different nature than that characteristically utilized by its employees;
- (b) A change in the manner in which the Employer carries on the work that is directly related to the introduction of that equipment or material.

15.2 The Employer agrees to provide as much advance notice as is practicable to the Association of Technological Change which will result in significant change in the employment status or working conditions of employees. Except in cases of emergency, this advance notice shall be not less than ninety (90) calendar days' notice to the Association of the introduction or implementation of the Technological Change.

ARTICLE 16 SENIORITY/CONTINUOUS SERVICE

16.1 An employee's seniority/continuous service date is calculated from the employee's hire date, following the successful completion of the employee's probationary period, unless otherwise specified in this or any other article of the collective agreement.

16.1.1 No employee who was hired before the date of ratification of the first collective agreement shall have his or her seniority/continuous service date reduced as a result of the application of this article.

16.2 An employee's seniority/continuous service shall accumulate unbroken for any period during which an employee:

- (a) is in receipt of LTIP or WSIB benefits; or
- (b) is absent on pregnancy or parental leave; or
- (c) is absent on any authorized leave with pay; or
- (d) is absent on any authorized leave without pay of less than thirty (30) calendar days; or
- (e) is absent on Family Medical Leave; or
- (f) is on layoff and retains recall rights under Article 16.4 of the collective agreement.

16.2.1 When an employee's seniority/continuous service does not accumulate, or ceases accumulating, such period of leave shall not be included in the determination of 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.

16.2.2 Where a part time employee becomes a full time 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:

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

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

16.3 At the beginning of every calendar year thereafter, the Employer will post the seniority/continuous service list on the AMAPCEO bulletin board and on the Employer's intranet and will provide AMAPCEO with a copy of the updated 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 22 (Dispute Resolution); or
- (c) an employee is absent for a period greater than five (5) consecutive days, without notifying the employer; or
- (d) an employee is laid off under Article 27 (Layoff and Recall) and not recalled or otherwise reassigned for more than twelve (12) months.

ARTICLE 17 PROBATIONARY PERIOD

17.1 A newly hired employee shall be on probation for the first six (6) months of his or her employment. This period can be reduced at the Employer's discretion. The Employer may, in good faith, further extend the probationary period for up to six (6) months. On successful completion of the

probationary period, the employee will be credited with seniority from date of hire.

- 17.2 Within the first three (3) months of an employee's probationary period, the performance standards required for the position will be reviewed with the employee, and the employee will be advised if he or she is not meeting the standards. If there is an extension of the probationary period in accordance with Article 17.1, the performance standards required for the position will be reviewed again with the employee at the end of the first six (6) month period, and the employee will be advised if he or she is not meeting the standards.

ARTICLE 18 RECRUITMENT

18.1 Posting And Filling Position Vacancies Of Greater Than Six (6) Months

18.1.1 If there is a position vacancy of greater than six (6) months, a notice of vacancy will be posted internally via electronic means for a period of no less than ten (10) working days.

18.1.2 The notice of vacancy shall state, among other things: the job title of the position; equity and accommodation statement; salary range; general description of job duties; qualifications required; whether temporary or permanent; whether full-time or part-time; work location; whether travel is required for the position; AMAPCEO represented position; and closing date for the competition. Applicants who are selected for an interview may request a job description which, if available, the Employer shall provide.

18.1.3 If the vacancy cannot be filled internally with a bargaining unit candidate, either because no person from the bargaining unit applies, or because such candidate does not demonstrate to the Employer's satisfaction that s/he has the appropriate knowledge, skills and ability to perform the work functions in question, the Employer may fill the position in its sole discretion. The Employer will exercise its discretion reasonably in satisfying itself that the bargaining unit candidate does not have the appropriate knowledge, skills and ability to perform the work functions in question.

18.1.4 Notwithstanding Article 18.1.1, with written notice to AMAPCEO, the Employer may proceed concurrently with an internal and external posting where the position must be filled on an urgent basis or where the parties mutually agree to waive the posting requirements.

18.1.5 Notwithstanding Article 18.1.1, the Employer may proceed concurrently with an internal and external posting for any Officer or Associate Officer and Outreach and Development Manager position.

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

18.2 **Positions Of Six (6) Months Or Less**

18.2.1 A position of six (6) months or less in duration shall be filled at the Employer's sole and unreviewable discretion. The Employer may, with written notice to AMAPCEO and with AMAPCEO's consent (which shall not be unreasonably withheld), further extend such a position for up to four (4) weeks.

18.3 **Other Recruitment Issues**

18.3.1 An applicant who is invited to attend an interview, shall be granted time off with no loss of pay and with no loss of credits to attend the interview. Employees shall be reimbursed for travel expenses associated with attending the interview.

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

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

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

ARTICLE 19 PAY ADMINISTRATION

19.1 Pay Administration on Promotion

19.1.1 Promotion occurs when the incumbent of a position in the bargaining unit 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 five percent (5%); however, in no case shall the resulting salary be less than the minimum or greater than the maximum of the salary classification level of the position to which he or she is assigned.

19.2 Pay Administration on Lateral Transfer

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

19.3 Pay Administration on Voluntary Demotion

19.3.1 When an employee accepts a voluntary demotion that is not an accommodation into a 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 no less than seventy-five percent (75%) of the maximum of the new salary range.

19.4 **Pay Administration for Disability Accommodation**

19.4.1 In accordance with, and to the extent of, the Employer's obligations pursuant to the Ontario *Human Rights Code*, an employee who has a disability may be accommodated by being assigned to an available position that is within his or her medical restrictions. The available position may be in a lower salary classification than the employee's pre-accommodation position. In the event the employee is accommodated by being placed in a lower salary classification, the accommodated employee's salary shall not decrease for a period of six (6) months. If, at the end of the six (6) month period, he or she is unable to return to his or her former position, with or without accommodation, the Employer shall use best efforts to continue accommodating the employee in the position, if it still exists. However, the employee shall be paid within the applicable salary range. Placement within the salary range shall be at the Employer's discretion.

In the event the position in which the employee was being accommodated ceases to exist, the Employer shall accommodate the employee in accordance with, and to the extent of, the Employer's obligations under the *Human Rights Code*.

19.5 **Pay Administration on Reclassification**

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

19.6 **Temporarily Acting in a Position**

19.6.1 Where an employee is temporarily acting in a position in a Salary Classification Level with a higher salary maximum for a period in excess of ten (10) consecutive working days, the employee shall be paid acting pay from the day he or she commenced to perform the duties of the higher Salary Classification Level. Such an employee shall receive an increase of at least five percent (5%). The resulting salary shall be within the salary range of the higher classification.

19.6.2 When an employee who has been in a temporary acting position 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 increase(s) that the employee would have received.

19.6.3 When an employee is acting temporarily in a position in a classification with a lower maximum salary range, the employee shall continue to be paid at the same salary as his or her home position.

19.6.4 Notwithstanding Articles 19.7.2, 19.7.3 and 19.7.4, 19.7.5, an employee shall retain his or her normal salary where, for a period not exceeding twenty (20) working days, he or she performs some of the duties of another employee who is on vacation or ill except where Article 19.6.1 applies.

19.7 **Pay Administration for Extra Duties**

19.7.1 For the purposes of this Article, "Extra Duties" means:

- (a) significant and substantial functions that are not typically part of the employee's area of responsibility; and
- (b) are performed on a regular basis for a defined period of time that exceeds ten (10) working days.

For clarity, mentoring or committee work is not considered to be "Extra Duties".

19.7.2 When an employee performs Extra Duties, he or she will receive extra duty pay per Article 19.7.4 below. The Employer shall advise AMAPCEO of the employee to whom the extra duties are assigned, the duration of the Extra Duties, and the amount of Extra Duty pay.

19.7.3 Offers of extra duties will be extended to employees having regard to the employee's qualifications, experience, seniority and capacity for extra work. Where the candidates' qualifications, experience and capacity for extra work are relatively equal, seniority will govern the selection of the candidate.

19.7.4 Employees who perform Extra Duties as defined in Article 19.7.1, shall receive an increase, the amount of which shall be determined by the Employer consistent with the following factors:

1. the anticipated amount of work per week;
2. the duration of the work; and
3. the scope of the work.

19.7.5 The increase shall be between three percent (3%) to ten percent (10%) of the employee's annual base salary pro-rated over the relevant time period, with five percent (5%) being the normal increase. Extra duty

pay for Extra Duties performed for less than three (3) months shall be paid as a non-pensionable lump sum no later than one (1) month after the completion of the Extra Duties. Where the Extra Duties are performed for a period in excess of three (3) months, then the increase will be an increase to base and will be pensionable. If, as a result of the increase to base, the employee's maximum salary range is exceeded, the excess amount shall be paid as a non-pensionable lump sum.

19.8 Pay Administration for New Salary Classification Levels

- (a) When the Employer institutes a new position for which there is no existing Salary Classification Level, a Salary Classification Level and a rate will be assigned by the Employer and AMAPCEO will be notified in writing. If AMAPCEO disagrees with the new Salary Classification Level and rate for the new position, it will notify the Employer in writing within thirty (30) days of receiving the Employer's notice. A meeting will be arranged within thirty (30) days of the Union's notification to discuss the Salary Classification Level and the rate.
- (b) If no agreement can be reached at this meeting, AMAPCEO may refer the issue directly to arbitration within thirty (30) days of the meeting. The arbitrator shall have regard to the existing salary and classification structure and the methodology used in determining these and the appropriate Salary Classification Level and rate for the new position, as well as any other factors that may be identified by either party as relevant to the determination.
- (c) Any information that either party seeks to rely on must be submitted to the other party, with a copy to the arbitrator, at least twenty (20) days in advance of the hearing, including witness statements if oral evidence is intended. The proceeding shall be expedited to the extent possible and

the arbitrator has full authority to make such rulings as are necessary to that end.

- (d) The arbitrator will uphold the Employer's determination unless, having regard to the factors outlined in (b), he or she determines that the Employer has made an unreasonable determination.

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 this article confers on a probationary employee any right to grieve or arbitrate his or her dismissal as being without just cause, as the just cause standard does not apply. As such, the only basis for grievance or arbitration in respect of the dismissal of a probationary employee is that the dismissal was contrary to the collective agreement or arbitrary, discriminatory or in bad faith or contrary to applicable statutory obligations.

ARTICLE 21 EMPLOYEE RIGHT TO REPRESENTATION

- 21.1 Where an Employer representative intends to meet with an employee:
 - (a) for disciplinary purposes; or
 - (b) to formally investigate matters which may result in disciplinary action; or

- (c) following the implementation of a development and/or performance management plan, 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.

ARTICLE 22 DISPUTE RESOLUTION PROCEDURE

22.1 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, on an informal basis, in order to foster a harmonious and productive working environment. In this respect, the parties recognize the value of informal discussion between employees and their managers and/or Human Resources as a means for resolving problems without recourse to the formal dispute resolution procedure under this section. Nothing in this article is intended to discourage workplace resolution of employee complaints outside of this dispute resolution process. The parties further acknowledge the importance of full disclosure of issues and open discussion throughout the process to facilitate mutually acceptable resolutions.

22.2 **Formal Resolution: Stage One**

22.2.1 If any complaint is not satisfactorily resolved on an informal basis, the employee may file a dispute in writing within fifteen (15) days after the circumstances giving rise to the complaint have occurred, or have come or ought reasonably to have come to the attention of the employee. The dispute will be made in writing on a form approved by the Association and must be submitted to the employee's Manager or Director, and to the Director of Human Resources, or in the absence of the Director of Human Resources his or her designate.

22.2.2 In accordance with the form approved by the Association, a formal dispute shall set out the matter giving rise to the complaint, the relevant clause(s) of the collective agreement, and the remedial action requested.

22.2.3 The Employer shall respond in writing to the Stage One dispute within fifteen (15) days of receipt. 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 Stage Two, within fifteen (15) days of the date that the designated management representative was required to give the decision in writing in accordance with Stage One.

22.3 **Formal Resolution: Stage Two**

22.3.1 If the dispute is not resolved at Stage One, the Association, on behalf of the employee, shall submit the dispute in writing and request a meeting with the employee's Manager or Director and the Human Resources representative, which shall take place within fifteen (15) days of the date the Association received the Employer's

written response to the formal dispute. It is agreed that the Employer representative and designated Human Resources representative will have the authority to work towards resolving the dispute. The designated Human Resources representative shall give the representative of the Association present at the meeting and the employee a decision in writing within fifteen (15) days of the meeting.

22.4 Referral to Arbitration

22.4.1 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 25 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.

22.5 General

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

22.5.2 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.

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

22.5.4 In this Collective Agreement, days shall include all days exclusive of Saturdays, Sundays, designated holidays and/or office closures.

22.5.5 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.

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

22.5.7 The parties agree that the disclosure of relevant information facilitates meaningful discussions during the dispute resolution process and, to that end, the parties mutually agree to make best efforts to disclose any facts and/or information relating to the dispute in a timely manner.

22.5.8 An employee on whose behalf a dispute is filed under this Article, shall be given time off with no loss of pay and no loss of credits to attend meetings with management under this article or to attend arbitration of the dispute.

22.5.9 The Association representative who is authorized to represent the employee shall also be given time off with no loss of pay and no loss of credits to attend meetings with management under this article or to attend arbitration of the dispute, subject to operational requirements. The Association will reimburse the Employer for approved leaves taken by Association representatives under article

22.5.9 for salary and all benefits including the Employer's share of contributions required by statute and pension contributions and the employees shall record all such time on his/her time sheets.

22.6 Group Dispute

22.6.1 In the event that more than one (1) employee has the same dispute, and such employees would be entitled to file a dispute, the Association shall be entitled to present a group dispute in writing, signed by such employees, within fifteen (15) 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. The dispute shall be filed with the Director of Human Resources, or in absence of the Director his or her designate, and copied to each relevant Employer representative.

22.7 Association Dispute

22.7.1 Where a dispute arises between the Employer and the Association, the Association shall be entitled to file an Association dispute provided it does so within fifteen (15) 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.

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

22.7.3 An allegation that the Employer has not provided an insured benefit that has been contracted for in accordance with this agreement shall be pursued as an individual complaint filed under Article 22.

22.8 Discharge, Suspension and Demotion Disputes

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

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) on returning to work, be reinstated to his or her position if the position exists. In the event that the position no longer exists, the Employer will make best efforts to place the employee in an available position within the same salary classification level, which will not in any case result in a salary classification increase. If there is no available position within the same salary classification level, the layoff provisions apply.
- (b) on returning to work, if the employee is reinstated, be paid at the level in the salary range he or she attained when the leave commenced;
- (c) remain subject to the Employer's Conflict of Interest policy.

23.1.2 Except in exceptional circumstances, a request for a leave of absence, or for an extension of leave, under this Article, shall be made in advance of the requested leave in writing to the Employer, and the Employer shall respond to such request in writing.

23.1.3 Where an employee is on an authorized leave of absence of greater than six (6) months, the employee may end such leave early with at

least four (4) weeks' notice to the Employer. Where an employee is on an authorized leave of absence of less than six (6) months, the employee may end such leave early with at least two (2) weeks' notice to the Employer.

23.2 Credits and Benefits during Leaves of Absence

23.2.1 Accumulation of credits shall continue during an unpaid leave of absence for up to thirty (30) days and credits shall continue to accumulate throughout any paid leave.

23.2.2 An employee on an unpaid or paid leave of absence of up to thirty (30) calendar days shall be covered by the benefit plan.

23.2.3 Notwithstanding Article 23.2.1, and subject to 23.2.4, an employee who is granted a discretionary unpaid leave of absence under Article 23.3 (Discretionary Leave of Absence of Greater than One Month) shall be covered by the benefit plan only up until the end of the month in which the leave of absence commences.

23.2.4 During any unpaid leave of absence over thirty (30) calendar days, the employee may continue any or all of his or her benefit plan coverage by continuing to pay the full benefit premiums, which includes both the Employer and employee share, at least one (1) week in advance of the first of each month through the Director of Human Resources.

Benefits coverage shall be limited to Basic Life, Supplementary Life, Dependant Life, Supplementary Health and Hospital, Long Term Income Protection, Vision/Hearing, and the Dental Plan.

23.3 Discretionary Leaves of Absence Greater than One Month

23.3.1 Longer term leaves of absence with or without pay in excess of thirty (30) calendar days and up to one year may be granted by the Director & CEO or designate for special reasons such as study, research, employment elsewhere, personal matters, or other special accommodation needs of staff where it is reasonable and possible to do so.

23.4 Special or Compassionate Leave

23.4.1 The Employer shall grant an employee a leave of absence with pay upon special or compassionate grounds, such as unforeseen personal or family emergencies, or religious leave, as set out below in Article 23.5. Leaves of absence with pay will normally not exceed three (3) days total per calendar year, however, requests for longer periods of absence may be considered.

23.5 Religious Accommodation

23.5.1 The OAC will provide up to two (2) days paid time off per calendar year under this article for employees to observe religious holidays as per Ministry of Government Services annually issued list of recognized religious holiday dates. If the short term leave days with pay provided in Article 23.4.1 have already been exhausted for non-religious leave situations, additional days off without pay may be granted at the discretion of the Employer, in accordance with existing human rights standards regarding accommodation.

23.6 Citizenship Leave

23.6.1 The OAC will provide a combined total of one (1) day paid leave of absence to employees for citizenship purposes where it is not possible for these events to take place outside of normal business hours. If the short term leave days with pay provided in Article 23.4.1 have already been exhausted, then additional days off with or without pay may be granted at the discretion of the Employer.

23.7 Ill Dependant Leave

23.7.1 Ill Dependant Leave provides one hundred percent (100%) income protection for six (6) working days each calendar year for employees who are unable to be at work because of illness, injury or medical emergency of a dependant. Dependants are considered to be anyone who is reliant on the employee for care and assistance. Dependants can include children, partners, parents, and siblings as examples.

The OAC will grant Ill Dependant Leave to bargaining unit employees as follows:

Six (6) days for Ill Dependant Leave will be issued each calendar year and is effective immediately upon hire.

There is no carry over or compensatory payment of unused Ill Dependant Leave.

If an employee requires more than six (6) days in a calendar year they may apply banked overtime, vacation or time off without pay for this purpose.

Employees must inform the Employer, in advance where possible, if they are taking time off for this purpose. In the event the employee is unable to notify the

Employer in advance that he or she is accessing this leave, the employee will nevertheless provide notice as soon as possible.

The Employer reserves the right to request medical documentation supporting the employee's claim for Ill Dependant Leave.

23.8 Military Leave

23.8.1 The Employer may grant an unpaid leave of absence of up to two (2) weeks in a year, for the purpose of Canadian Forces Reserve Extended Training.

23.9 Jury or Witness Duty Leave

23.9.1 The OAC will grant paid leave to an employee who is summoned to serve as a juror or is subpoenaed to attend as a witness. The employee shall pay to the OAC any fee he or she has received as a juror or as a witness.

23.10 Bereavement Leave

23.10.1 An employee who would otherwise have been at work is entitled to up to three (3) working days leave of absence with pay in the event of the death of an employee's spouse, mother, father, step-mother, step-father, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, brother, sister, aunt, uncle, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, step-grandparent, grandchild, step-grandchild, niece, nephew, foster child, ward or guardian, former guardian or former ward, foster parent or former foster parent.

23.10.2 For any bereavement situation, where additional time off may be required due to extenuating circumstances, it may be possible to obtain this under Article 23.4 (Special or Compassionate Leave).

23.10.3 An employee shall be allowed up to two (2) additional days of leave-of-absence without pay to attend a funeral of a relative listed in Articles 23.10 if the location of the funeral is more than eight hundred kilometres (800 km) from the employee's residence.

23.11 Leaves of Absence under the *Employment Standards Act, 2000*

23.11.1 An employee may also be eligible for leaves provided under the Employment Standards Act, 2000 as amended.

23.12 Personal Emergency Leave

23.12.1 All employees are entitled to up to ten (10) days leave each calendar year, in accordance with the provisions of the Employment Standards Act. Up to two (2) of these days shall be paid leave.

23. 12. 2 Full time employees may access two paid leave days by using credits through existing collective agreement leave provisions.

ARTICLE 24 LEAVES OF ABSENCE WITH EMPLOYMENT INSURANCE TOP-UP GENERAL

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 24.3.

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

"family medical leave" means a leave of absence under Article 24.10.

"weekly rate of 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 worked prior to the leave.

24.2 **Pregnancy Leave**

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

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

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

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

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

- (a) to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date; 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.

24.3 Parental Leave

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

24.3.2 Parental leave may begin,

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

24.3.3 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.

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

24.4 **Employment Insurance Top-up**

24.4.1 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 Employment Benefit Plan.

24.4.2 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 her actual weekly rate of pay; 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 her actual weekly rate of pay; and
- (c) for each week up to a maximum of ten (10) 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 her actual weekly rate of pay.

24.4.3 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 his or her actual weekly rate of pay; and
- (b) for each week, up to a maximum of ten (10) 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 his or her actual weekly rate of pay.

24.4.4 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. Vacation credits and seniority continue to accrue

during pregnancy leave (Article 24.2) parental leave (Article 24.3) and extended leaves (Article 24.6 and 24.7). Continuous service for severance and seniority accrues during pregnancy and parental leave.

24.5 **Benefit Plans**

24.5.1 During pregnancy leave, parental leave and extended leave, an employee who participates in the Benefit Plans referred to in Article 31 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.

24.5.2 Unless an employee gives the Employer written notice referred to in Article 24.5.1, the Employer shall continue to pay the premiums for the Benefit Plans in Article 31 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.

24.6 **Pregnancy plus Parental Leave**

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

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

24.7 **Extension of Parental Leave**

24.7.1 Except for an employee to whom Article 24.6 applies, an employee on parental leave is entitled, upon application in writing at least four (4) 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.

24.8 **Return from Pregnancy and or Parental Leave**

24.8.1 An employee returning to work after pregnancy leave, parental leave or extended leave referred to in Articles 24.7.1 or 24.8 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.

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

- (a) the salary the employee was most recently paid by the Employer; or
- (b) the salary that the employee would be earning had the person worked throughout the leaves of absence referred to in Articles 24.2, 24.3, 24.7, or 24.9.

24.9 **Pregnancy, Parental, Extended Leave of Absence Without Pay**

24.9.1 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 23.3.1 (Leaves of Absence), for up to the following periods:

- (a) **seventy-eight (78)** weeks for an employee who would otherwise be eligible for pregnancy leave and parental leave under Articles 24.2, 24.3 and 24.6; and,
- (b) sixty-nine (69) weeks for an employee who would otherwise be eligible for parental leave and extended leave only, under Articles 24.3 and 24.7.

24.9.2 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.

24.10 **Family Medical Leave**

24.10.1 An employee who is entitled to Compassionate Care employment insurance benefits (i.e. those benefits which are payable when an employee has to be away from work temporarily to provide care or support to a family member who is gravely ill and who has a significant risk of death within twenty six (26) weeks under the *Employment Insurance Act* (Canada) and who provides the Employer with proof that he or she is in receipt of these compassionate care benefits, shall be granted leave and paid an allowance in accordance with the Supplementary Employee Benefit Plan.

24.10.2 In respect of the period of Family Medical Leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:

- (a) for the first week, payments equivalent to ninety-three percent (93%) of his or her actual weekly rate of pay; and
- (b) for each week, up to a maximum of eight (8) 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 his or her actual weekly rate of pay.
- (c) for an additional nineteen (19) unpaid weeks in accordance with the Employment Standards Act 2000 as amended.

ARTICLE 25 ARBITRATION

- 25.1 Where a dispute is referred to arbitration, the arbitrator shall make a final and conclusive settlement of the differences between the parties, including any question as to whether a matter is arbitrable.
- 25.2 The Association and the Employer agree that all disputes arising under Article 22 that are referred to arbitration shall be determined by a sole arbitrator.
- 25.3 The parties may agree to refer any dispute to a mediator/arbitrator who shall have all the powers of an arbitrator under the *Labour Relations Act, 1995*, including the powers of a mediator/arbitrator under the *Labour Relations Act, 1995*, and the decision of the mediator/arbitrator shall be final and binding upon the parties.

- 25.4 The costs of the arbitrator or arbitrator/mediator shall be shared equally by the parties. The Employer and the Association agree that where there is a pattern of cancellations that either party may raise at arbitration the issue of costs and may request from the arbitrator relief from this provision.

ARTICLE 26 PERSONNEL FILES AND DISCIPLINARY RECORDS

- 26.1 There shall be only one officially recognized personnel file, which shall contain personnel information including, but not limited to, initial appointment documents, performance appraisals, commendations and disciplinary records.
- 26.2 Any document relating to work performance or disciplinary action that is to be placed on an employee's personnel file shall be so placed and a copy supplied to the employee within a reasonable time of its preparation.
- 26.3 Employees will be made aware of concerns relating to work performance within a reasonable time.
- 26.4 Upon a written request, an employee shall be given an opportunity to review his or her personnel file, within ten (10) days of the request or such longer period of time as is reasonable, in the presence of a management representative, at a time mutually agreed upon between the employee and the Employer, at the employee's normal work location or another location as may be mutually agreed upon between the employee and the Employer.
- 26.5 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.
- 26.6 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.

26.7 Any such letter of reprimand, suspension or other sanctions so removed cannot be used in any subsequent proceedings. Nothing in this paragraph prevents earlier removal by the employee's manager.

26.8 Notwithstanding the above, any letter of reprimand, suspension or other sanction relating to a breach of Article 6 will be removed from the employee's file five (5) years following the receipt of such letter of reprimand, suspension or other sanction provided that the employee's personnel file has been clear of any of these breaches for the past five (5) years.

ARTICLE 27 LAYOFF AND RECALL

27.1 Layoff – Notice to the Union

27.1.1 Where the Employer in its sole discretion determines that a layoff is necessary, the Employer shall provide notice and disclosure to AMAPCEO in accordance with Article 12 of the collective agreement. For the purposes of this article, a layoff includes the elimination of a position as it is constituted at the time of the layoff. Once such notice and disclosure are given, the Employer and AMAPCEO shall meet to discuss the implementation of the layoff and whether there are measures that could be undertaken in order to avoid or minimize the need for any such layoffs.

27.2 Order of Layoff

27.2.1 The Employer shall identify in writing the position(s) affected within a Salary Classification Level. All non-permanent or non-full time

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

27.3 Advance Notice of Layoff and Voluntary Exit

27.3.1 Not less than ten (10) working days prior to the Employer issuing written layoff notice(s) as described in Article 27.4, employees within the same Salary Classification Level will be advised in writing of the position(s) being eliminated. Within five (5) working days of this advance notice, any employee(s) within the same Salary Classification Level may offer to voluntarily exit from his/her employment. If there are more volunteers than positions from which to exit, and if the volunteers' skills and abilities are otherwise equivalent, seniority will govern who can voluntarily exit. The employee who offers to voluntarily exit shall be entitled to voluntarily exit and to full notice and a severance package pursuant to Articles 27.4 and 27.6, as long as the employee who was to receive the notice of lay-off has the required knowledge, skills and ability to perform the available work, which may be the work of the employee who wishes to voluntarily exit. Employees who are permitted to exit voluntarily shall leave no later than thirty (30) working days after the acceptance of their voluntary exit offer by the Employer, unless another arrangement is mutually agreed upon.

27.4 **Notice to the Employee**

27.4.1 In the event of a lay-off, the employee(s) affected shall be given a minimum of twelve (12) weeks' written notice of the date of lay-off. The Employer shall determine whether such notice shall be worked, paid in lieu or a combination thereof. Should an employee decide to resign their employment within their notice period, they shall not receive the remaining time in their notice period as pay in lieu, but they will receive their full severance pay entitlement upon termination of their employment.

27.4.2 AMAPCEO shall be copied on the written notice, which shall be deemed to have been received by the employee on the day on which it is delivered in person. Otherwise, the written notice shall be sent by certified mail to the last known address of the affected employee(s) or another means whereby receipt of such written notice is confirmed by the deliverer. Wherever possible, the Employer shall deliver this written notice in person.

27.5 **Bumping**

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

27.5.2 Within five (5) working days of receiving the notice referred to in Article 27.4, an employee who wishes to exercise bumping rights shall identify this to the Employer in writing.

27.5.3 An employee who wishes to exercise bumping rights shall provide the Employer with an up-to-date resume.

27.5.4 The Employer will have up to five (5) working days to confirm any bumps available and the employee will have five (5) working days to accept or decline the bump(s) identified by the Employer. The employee may turn down an available bump once and remain available for recall.

27.5.5 An employee who does not elect to exercise bumping rights will be deemed to have elected to remain available for recall.

27.5.6 An employee who accepts a bump to a lower Salary Classification Level shall have the right to be reinstated to their previous Salary Classification Level if a position becomes available within 12 (twelve) months from the date of acceptance of the lower level position and provided he or she has the required knowledge, skills and ability to perform the available work.

27.5.7 In the event that a bump occurs, the employee who is bumped shall be considered to be the employee identified for layoff and will then be subject to the same layoff process as described in this article.

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

27.6 **Severance**

27.6.1 Employees who are laid off shall elect before the expiry of the notice period whether or not they wish to retain recall rights.

27.6.2 Employees who elect to retain recall rights per Article 27.7 shall receive severance pay equal to one (1) week's salary for each year of completed service for which they have not previously received

severance pay, up to a maximum of twenty six (26) weeks, and payable as salary continuance. Partial years of service shall be prorated. For clarity, an individual cannot receive severance payments more than once for the same period of service. Severance payable under this provision shall be deemed to be inclusive of, not in addition to, severance entitlements which may exist under the *Employment Standards Act 2000*. In the event that an employee is recalled to work during the period for which severance is being paid, the employee shall forego the balance of his or her severance, as of the date the employee commences working. The remaining severance credits will count in calculating the employee's severance pay in the event of a subsequent layoff.

27.6.3 Employees who elect not to retain recall rights shall be deemed to have resigned their employment and shall receive severance pay equal to two (2) weeks' salary for each year of completed service for which they have not previously received severance pay, up to a maximum of fifty-two (52) weeks. Partial years of service shall be pro-rated. For clarity, an individual cannot receive severance payments more than once for the same period of service. Severance payable under this provision shall be deemed to be inclusive of, not in addition to, severance entitlements which may exist under the *Employment Standards Act 2000*. In the event an employee who elects not to retain recall rights is re-hired by the Employer within a year of layoff he or she shall forego the balance of his or her severance, as of the date the employee commences working. An employee who has elected not to retain recall rights can, at the employee's election, be paid as salary continuance or in a lump sum.

27.7 Recall Rights

27.7.1 Employees who are laid off and who elect to retain recall rights shall retain such rights for a period of twelve (12) months. A laid off employee with recall rights shall be recalled in the order of seniority to the same permanent position that the laid off employee most recently held; or to any other different vacant permanent position within the same or lower Salary Classification Level provided he or she has the required knowledge, skills and ability to be eligible for the different position.

27.7.2 Employees retain the right to refuse recall to a position that is in a lower classification level than the position that they were laid off from and will remain available for recall to a position in the same Salary Classification Level from which they were laid off. An employee shall advise the Employer of his or her acceptance or rejection of recall within five (5) working days of receiving the recall notice. Recall rights continue until the employee twice refuses recall to a position in a lower Salary Classification Level, refuses recall to a position in the same Salary Classification Level from which they were laid off, or until twelve (12) months after layoff, whichever comes first.

27.7.3 Laid off employees available for recall shall also be eligible to apply as internal applicants for all positions under Article 18 (Recruitment) and shall be notified of any such postings via email. An employee who wishes to receive such notification shall provide the Employer with his or her current email address.

27.8 Administration of Severance Pay

27.8.1 Whenever money is payable under this article, where the employee advises the Employer of preferences for payment to ensure tax

effective treatment, the Employer will use best efforts to comply with the employee's request, subject to legal requirements.

27.8.2 An employee who receives salary continuance, shall receive all insured benefits, except Short Term Sickness Plan (STSP) and Long Term Income Protection (LTIP), throughout the period of salary continuance. In addition, the employee and the Employer shall continue to make pension contributions, subject to the terms of the Employer's pension plan. For clarity, an employee who elects to be paid in a lump sum shall not receive insured benefits or the monetary value of same.

ARTICLE 28 ALTERNATIVE WORK ARRANGEMENTS

28.1 An Alternative Work Arrangement (AWA) is a written agreement that may be entered into by mutual agreement between an employee and the Employer. In determining whether to enter into an AWA, the Employer will consider, in good faith, both the employee's request and the operational viability of the AWA for the workplace.

28.2 Where the Employer seeks to cancel or amend an AWA, the Employer shall provide notice to the affected employee(s) in writing at least six (6) weeks prior to the proposed cancellation or amendment.

ARTICLE 29 HOLIDAYS

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

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

29.1.1 An employee shall also be entitled to any new 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 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.

29.4 OFFICE CLOSURE

29.4 The Employer will close for the three (3) working days between Boxing Day and New Year's.

ARTICLE 30 VACATION

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

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

- 30.2 An employee is entitled to vacation credits under Article 30.1 in respect of a month or part thereof in which the employee is at work or on leave of absence with pay.
- 30.3 An employee is not entitled to vacation credits under Article 30.1 in respect of a whole month in which the employee:
- (a) is on leave of absence without pay; or
 - (b) receives benefits under the Long Term Income Protection Plan.
- 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 eight (8) days. Under exceptional circumstances, more than eight (8) days may be carried over with the permission of the Employer.
- 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 may, with the approval of the Employer, 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 the Employer's approval will not be unreasonably withheld.
- 30.10 Where an employee leaves the OAC prior to the completion of six months of continuous service, he or she is entitled to unused vacation pay at the rate of four per cent (4%) of the earnings of the employee during the period of his or her employment.
- 30.11 When an employee leaves the OAC after completion of six (6) or more months of continuous service, the employee shall be paid for any unused vacation as of the date he or she ceases to be an employee. The amount payable shall be calculated at the rate of the employee's last regular salary and determined in accordance with Article 30.14.
- 30.12 An employee who has completed six (6) or more months of continuous service and qualifies for payments under the Long Term Income Protection plan 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, earned vacation as of the date on which he or she qualifies for payments under the Long Term Income Protection plan.

- 30.13 Where an employee ceases to be an employee, the amount of earned vacation shall be determined by the last day of the month in which the employee's employment ceased.
- 30.14 Unearned vacation credits taken prior to the date on which the employee ceases to be an employee will be deducted from any salary or other monies to which the employee may be entitled under the collective agreement.
- 30.15 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.
- 30.16 Probationary employees are not eligible to take vacation during the probationary period except with the prior written consent of the Employer.
- 30.17 Employees who have commenced vacation leave shall not be eligible during the period of the vacation leave for sick days provided for under this collective agreement until such time that the vacation leave has expired. In exceptional circumstances, such as where an employee is on vacation and becomes injured or ill this provision may be waived by the Employer subject to the employee providing any documentation required by the Employer to verify the injury/illness.

ARTICLE 31 BENEFIT PLAN FOR EMPLOYEES

31.1 “Benefit Plans” means the benefits currently provided under the Ontario Public Service, Management and Excluded Benefit Plan (Group plan numbers 158177, 158178, and 158641) (hereinafter referred to as “the Benefit Plans”), or any successor Plans. Benefits administered through the insurance carrier are summarized in the Employer's benefits booklet, which is appended to this Agreement as Appendix 'A', include the Basic Life Insurance Plan, the Supplementary & Dependent Life Insurance Plan, the Supplementary Health and Hospital Insurance Plan, the Vision Care and Hearing Aid Plan, the Dental Plan, and the Long Term Income Protection Plan. The Short Term Sickness Plan is administered by the Employer in Article 36 of this agreement. The benefits provided under the Benefit Plans shall be provided to all employees, provided that these employees are eligible for benefits under the relevant benefit plan.

Where the employer has a need to change carriers it may do so unilaterally provided that a change in carrier does not result in any change to the benefits. Any changes will be communicated to the effected employees and AMAPCEO as per Article 12 (Labour Relations Committee).

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

31.3 During Pregnancy and/or Parental leave an employee may elect in writing not to continue participation in the Benefit Plans during the term of the Pregnancy and/or Parental leave. Unless an employee gives the Employer this written notice, the Employer and the employee shall continue to pay the applicable premiums. Benefit Plans during Pregnancy and Parental leave are more particularly dealt with in Article 24.5 of this Agreement.

ARTICLE 32 PROFESSIONAL FEES

32.1 The cost of maintaining a professional designation in a professional association, exclusive of insurance, shall be reimbursed to members of AMAPCEO in accordance with the following conditions:

- (a) such membership is a condition of employment; and/or
- (b) members are required to maintain a professional designation to carry out their duties for the OAC.

ARTICLE 33 NO STRIKE NO LOCKOUT

33.1 Where a collective agreement is in operation, no employee bound by the collective agreement shall strike, and the Employer shall not lock out such an employee.

ARTICLE 34 WORKERS' COMPENSATION

34.1 The following provisions apply only to those employees who have completed twenty (20) continuous days of service, starting from the date of hire.

34.2 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 36 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.

34.3 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 disease.

- 34.4 Where an award under the Workplace Safety and Insurance Act, 1997, is less than the regular salary of the employee, and the award applies for longer than the period set out in Article 34.3, 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 34.2 and the compensation awarded shall be converted to its equivalent time and deducted from their accumulated credits (vacation, time-in-lieu, overtime credits).
- 34.5 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 34.3 (i.e. three (3) months), the Employer will continue premiums otherwise payable 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.
- 34.6 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 34.3 the employee shall be entitled to elect to go on the Short Term Sickness Plan under Article 36 Appendix B, (Short Term Sickness Plan) as an option following the expiry of the application of Article 34.

- 34.7 The period of Workers' Compensation absence is included in determining an employee's years of continuous service.

ARTICLE 35 MEAL, TRAVEL AND HOSPITALITY ALLOWANCE

- 35.1 In accordance with the Government of Ontario's Travel, Meal and Hospitality Expenses Directive (the Directive) as of November 2004 (& revised January 2017) and as amended from time to time.
- 35.2 If an employee uses his or her own vehicle for the Employer's business, he or she shall be reimbursed at rates for expenses incurred, that shall not be less than the Government of Ontario's Travel rates as amended from time to time.
- 35.3 Kilometres are accumulated on the basis of a fiscal year (April 1 to March 31 inclusive).
- 35.4 The Employer agrees that the use of privately owned vehicles on the Employer's business is not a condition of employment.
- 35.5 To the extent that the provisions of this article are changed by the Government of Ontario wide changes, then those changes will apply.

ARTICLE 36 SHORT TERM SICKNESS PLAN (STSP)

- 36.1 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.

36.2 There is no carry over or compensatory payment of unused STSP benefits.

36.3 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.

36.4 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 36.1 in the two (2) years until the employee has again completed the service requirement described in Article 36.3.

36.5 An employee who was on leave of absence with pay under this Article for the number of days in a year permitted under Article 36.1 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 36.3.

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

(a) all deductions for Benefit Plans coverages referred to in **Appendix A** 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.

36.7 Information regarding the use of Short Term Sickness Plan days shall be available pursuant to Article 30.15.

Use of Accumulated Credits

36.8 Accumulated credits include vacation credits, compensating time off.

36.9 An employee who is on leave of absence and receiving pay under Article 36.1(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 36.1(b) applies and to receive regular salary for each such day.

36.10 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 36.1 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.

36.11 Article 36.10 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.

36.12 No leave with pay shall be allowed for absences of more than five (5) consecutive business days due to sickness or injury, unless supported by a certificate from a legally qualified medical practitioner.

36.12.1 In order to facilitate control over excessive absences, the Human Resources Director or her/his delegate may request the following as part of paid sick leave:

- (a) medical practitioner's certificate for periods of less than five (5) days if problem situations are identified;
- (b) an independent medical assessment and return-to-work prognosis after twenty (20) days of absence in a calendar year, consecutive or not, at OAC's expense, if OAC determines that insufficient information has been provided to plan for and accommodate the employee's and OAC's needs;
- (c) details from the employee and medical practitioner about an employee's condition which relate to carrying out job duties, along with information on any work restrictions which may apply upon return to work;
- (d) periodic medical practitioner's certificates during extended sick leave situations, including a return-to-work prognosis.

36.13 For the purpose of this Article, the service requirement in Article 36.3 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.

36.14 **Part Time Eligibility**

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;

(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.

ARTICLE 37 MERIT PAY

37.1 Only those employees who are not at the maximum of their salary range, and who have successfully passed their probationary period, shall be eligible for merit pay, which shall be calculated in accordance with Article 37.1.2. Merit pay will increase the employee's base salary up to the maximum of the salary range and is pensionable.

37.1.1 For employees who have been employed for more than twelve (12) months, merit pay shall be based on the employee's work performance during a twelve (12) month work cycle beginning January 1 and ending December 31 of the same year. An employee is eligible to receive a rating of poor, fair, good, very good or excellent. A rating of very good means the employee is eligible for a minimum two and a half percent (2.5%) merit increase, as described in Article 37.1.4.

37.1.2 Employees who have successfully completed their probationary period as at December 31 of a given year will be eligible for merit pay with the amount payable to be prorated on the basis of the date of hire.

37.1.3 Merit pay shall be paid no later than thirty (30) days after the end of each fiscal year. Merit pay will be retroactive to April 1st of each year.

37.1.4 Subject to Article 37.1.5, merit pay may be between zero and five per cent (0-5%) of an employee's salary. An employee's merit pay for very good performance shall be no less than two and a half percent (2.5%) of his or her salary.

37.1.5 No more than ten per cent (10%) of eligible employees in any given year will receive less than the minimum of two and a half percent (2.5%).

37.1.6 Where an employee's merit increase causes his or her salary to exceed the maximum salary for his or her classification, the amount of the merit increase will be paid to the maximum salary and will be pensionable. The appropriate pension deductions and remittances will be made by the Employer within thirty (30) days of notice of the amount of merit. Any additional amount will be paid out as a lump sum that does not increase the employee's base salary beyond the maximum of the salary range for any purpose and is not pensionable. For clarity, employees who are at the maximum of their salary range are not eligible for merit pay.

37.2 Pay for Performance Bonus

37.2.1 No pay for performance bonuses will be awarded throughout the term of the collective agreement.

ARTICLE 38 WEEKLY OVERTIME FOR EMPLOYEES

38.1 Full-time employees are expected to work thirty six and one quarter (36.25) hours per week, not including the lunch break period, Monday to Friday.

38.2 For the purposes of this article, overtime is a pre-authorized (i.e. authorized by the Employer in advance and in writing, before the overtime work is performed) period of work in excess of 36.25 (thirty six and one quarter) hours per week.

38.2.1 For all overtime between thirty six and one quarter (36.25) and forty four (44) hours per week, employees will receive time off in lieu, at their straight time hourly rate. For all overtime over forty four (44) hours per week, employees will receive time off in lieu at one-and-a-half (1.5) times their straight time hourly rate.

38.2.2 It is preferred for banked hours to be taken as time off in lieu and to be taken at a time mutually agreed upon. Neither the employee nor the Employer will unreasonably withhold such agreement to take time off in lieu.

38.2.3 Overtime shall accrue and shall be recorded in fifteen (15) minute increments.

38.3.1 Where, at the end of the Employer's fiscal year, an employee has remaining accumulated compensating leave, the leave will be taken at a time mutually agreed upon but in any event not after September 30 of the same calendar year, and neither the Employer nor employee will unreasonably withhold agreement.

38.3.2 Compensating leave accumulated in a calendar year which is not used before September 30 shall be paid out as a lump sum, at the

rate it was earned, by no later than October 31. This lump sum can be paid out earlier than September 30, where the employee and the Employer so agree.

38.3.3 On termination of employment, or if an employee assumes a permanent position outside the bargaining unit, an employee who has not used all of his or her time off in lieu earned under this article shall be paid, on a lump sum basis, for all remaining time off in lieu hours.

38.4 An employee shall not be considered to be working overtime for the purposes of this article or to be "on call" merely because they are carrying a pager, computer, cell phone, blackberry or similar device issued or paid for by the Employer.

38.5 An employee who leaves his or her place of work and is subsequently called back to work prior to the starting time of his or her next scheduled shift shall be paid a minimum of three (3) hours pay at one and one-half (1½) times his or her basic hourly rate.

38.6 Where an employee is contacted by the Employer outside the workplace prior to the starting time of his or her next scheduled shift, in circumstances where such contact is considered to be a "call back to work" but the employee is not required to physically attend at the workplace, the employee shall be paid a minimum of three (3) hours' of pay at one and one-half (1½) times his or her basic hourly rate. The initial call and any subsequent calls during that same three-hour period, will be treated as a single "call back to work" for pay purposes.

38.7 SALARY LEVEL 6 AND ABOVE, GRANTING DEPARTMENT – Flexible Hours of Work

38.7.1 An employee shall plan his/her monthly work schedule in advance of the month and submit such plan to the Employer for approval no later than five (5) business days prior to the 1st of the month being planned. Once approved, the employee shall not deviate from the monthly schedule without prior authorization. If a deviation is anticipated, the employee shall promptly resubmit the monthly schedule with the proposed deviation to the Employer for approval.

38.7.2 In preparing a monthly schedule, the employee shall, in so far as is practicable, flex their hours of work in order to avoid overtime and to reduce the total banked hours accrued. Where this is not possible, and the employer has pre-authorized overtime with written approval additional lieu time or compensation may apply. To the extent possible, the employee shall plan to use their banked time in the monthly schedule in which the time is accrued.

ARTICLE 39 WAGES

39.1 Across The Board (ATB):

Across the board increases shall mean an increase to individual wages and to all salary ranges as listed in Schedule A on page 76 of the Collective Agreement.

- April 1, 2018 – 1.5%
- April 1, 2019 – 1.5%
- April 1, 2020 – 1.5%
- April 1, 2021 – 1.5%

39.2 INCREASE TO SALARY MAXIMUM

In addition to the above increases to the ATB's, effective April 1, 2020 there shall be an additional one-time adjustment of one per cent (1%) to the maximum of all salary ranges. It is understood that as a result of this additional increase to salary maximum there will be no adjustment to individual salaries.

39.3 LUMP SUM PAYMENT

39.3.1 All employees actively employed on the date of ratification shall be awarded a one time payment of \$750.00 non-pensionable lump sum payment.

39.3.2 Lump sum payments will be pro-rated for employees working less than full-time hours.

ARTICLE 40 TERM AND RENEWAL

40.1 The term of this agreement shall be effective from April 1, 2018 until March 31, 2022.

40.2 Either party may, within the period of ninety (90) calendar days before the expiry date of the collective agreement, give notice in writing of its desire to bargain a renewal collective agreement.

40.3 If neither party gives notice to bargain in accordance with Article 40.2, this collective agreement shall be automatically extended for a period of one (1) year beyond its expiry date.

LETTER OF UNDERSTANDING REGARDING THE CALCULATION OF HOURS OF WORK

Weekly hours of work shall be calculated to include paid leave of absence. Where the total of paid leave hours and hours actively worked surpass the normal hours of work under article 38.1, or 38.2.1, the employee will be eligible for lieu time payment for overtime hours of work at the straight time rate, or time and one-half rate as the case may be. An employee is required to have authorization by the Employer in writing in order to qualify for overtime hours of work.

**LETTER OF UNDERSTANDING REGARDING THE APPLICATION OF THE
COLLECTIVE AGREEMENT**

It is understood and agreed that where an employee covered by this Agreement can demonstrate through documentation that s/he has been receiving a benefit authorized by the Employer such as vacation entitlement that exceeds the same benefit provided in this Agreement, the Employer will not reduce such benefit by application of the Agreement.

LETTER OF UNDERSTANDING

RE: PREGNANCY AND PARENTAL LEAVES

Recent amendments to the Employment Insurance Act and the Employment Standards Act 2000 resulted in changes to the Pregnancy and Parental Leaves and corresponding benefits. In order to ensure equity and consistent application of these leaves, any agreement reached between the Crown and AMAPCEO as it applies to these leaves shall also be applied to this agreement.

SCHEDULE A

<u>Classification</u>	<u>April 1, 2017 Min</u>	<u>April 1, 2017 Max</u>	<u>April 1, 2018 Min</u>	<u>April 1, 2018 Max</u>	<u>April 1, 2019 Min</u>	<u>April 1, 2019 Max</u>	<u>April 1, 2020 Min</u>	<u>April 1, 2020 Max</u>	<u>April 1, 2021 Min</u>	<u>April 1, 2021Max</u>
			<u>1.50%</u>	<u>1.50%</u>	<u>1.50%</u>	<u>1.50%</u>	<u>1.50%</u>	<u>2.50%</u>	<u>1.50%</u>	<u>1.50%</u>
1	\$31,425	\$47,137	\$31,896	\$47,844	\$32,375	\$48,562	\$32,860	\$49,776	\$33,353	\$50,522
2	\$35,840	\$53,759	\$36,378	\$54,565	\$36,923	\$55,384	\$37,477	\$56,768	\$38,039	\$57,620
3	\$40,861	\$61,292	\$41,474	\$62,211	\$42,096	\$63,145	\$42,727	\$64,723	\$43,368	\$65,694
4	\$46,748	\$70,121	\$47,449	\$71,173	\$48,161	\$72,240	\$48,883	\$74,046	\$49,617	\$75,157
5	\$50,642	\$75,965	\$51,402	\$77,104	\$52,173	\$78,261	\$52,955	\$80,218	\$53,750	\$81,421
6	\$55,837	\$83,756	\$56,675	\$85,012	\$57,525	\$86,288	\$58,388	\$88,445	\$59,263	\$89,771
7	\$67,092	\$100,637	\$68,098	\$102,147	\$69,120	\$103,679	\$70,157	\$106,271	\$71,209	\$107,865
7+	\$70,038	\$105,057	\$71,089	\$106,633	\$72,155	\$108,232	\$73,237	\$110,938	\$74,336	\$112,602

LETTER OF UNDERSTANDING RE 7+

The parties to this collective agreement acknowledge that currently the seven plus (7+) Salary Classification Level applies only to the following positions:

- Outreach and Development Manager; and
- Granting Process Manager.

The current incumbent in those positions are, respectively:

- Bushra Junaid.

The Employer reserves all of its management rights to organize the workplace as required to meet organizational objectives, subject at all times to any applicable provisions in the collective agreement.

APPENDIX A

ONTARIO ARTS COUNCIL - Insured Healthcare Benefits Summary

Policy Numbers 158177 (Basic Life, LTD, Drugs, Health, Dental), 158178 (Child Basic Life, Supplemental Life), 158641 (Spousal Optional Life)

The Employer agrees that, in event of a conflict between a benefit described in this booklet and the relevant section of the MBC Compensation Directive in effect as of December 31, 2014 (the “Directive”), the Directive shall apply, subject to the Letter of Understanding Regarding Benefits.

BENEFIT DESCRIPTION	MANAGEMENT & EXCLUDED
<p>BASIC LIFE INSURANCE Employer pays 100% of premium</p>	<p>Coverage equal to 100% of annual salary or \$10,000 whichever is greater (MBC Compensation Directive, section 50)</p>
<p>SUPPLEMENTARY LIFE (optional) Employee pays 100% of premium</p>	<p>Coverage equal to 1, 2 or 3 times annual salary</p> <ul style="list-style-type: none"> • Evidence of Insurability is required for applications received later than 31 days following initial appointment, marriage, or the birth or adoption of a child <p>(MBC Compensation Directive, section 51)</p>
<p>DEPENDENT LIFE (optional) Employee pays 100% of premium</p>	<p>Coverage from \$10,000 up to a max of \$200,000 on spouse; AND/OR Coverage of \$1,000, \$5,000, \$7,500 or \$10,000 on dependent children</p> <ul style="list-style-type: none"> • Spousal applications may require Evidence of Insurability depending on coverage requested and/or date received following initial appointment, marriage, or the birth or adoption of a child <p>(MBC Compensation Directive, section 52)</p>
<p>SUPPLEMENTARY HEALTH & HOSPITAL Note: excludes coverage for expenses incurred outside Canada Employer pays 100% of premium</p>	<ul style="list-style-type: none"> • Semi-private or private room – to a maximum of \$130/day • 90% reimbursement for prescribed drugs and medicines that legally require a prescription (no “over the counter” drugs except prescribed life-sustaining drugs/medicine) • Generic substitution based on the lowest-priced generic equivalent. If no generic equivalent exists for a covered drug reimbursement will be based on the brand name cost • Orthopaedic Shoes: 75% of cost, one pair or one repair per calendar year up to \$500 • Orthotics: 100% of cost, one pair or one repair per calendar year up to \$500 <p>(MBC Compensation Directive, section 55)</p>

BENEFIT DESCRIPTION	MANAGEMENT & EXCLUDED
<p>SUPPLEMENTARY HEALTH & HOSPITAL (continued...)</p>	<p>Paramedical services: The Plan will cover for services provided by each of the following paramedical specialists, who are licensed and are practicing with the scope of their licence:</p> <ul style="list-style-type: none"> • Chiropractor, Osteopath, Chiropodist, Naturopath, Podiatrist, Registered Massage Therapist, Acupuncturist and Physiotherapist at \$35/visit (annual max \$1,200 per person for each practitioner) payable once annual OHIP maximums, if applicable, have been reached. • Psychologist (also applies to equivalent services of a Social Worker with MSW credentials) at \$40/half hour (annual max \$1,400 per person) • Speech Therapy at \$35 per visit (annual max \$1,200 per person) • Insulin Injection Supplies • 100% of the cost of insulin syringes, clinitest or similar home chemical testing supplies for diabetics and supplies, including strips, used to measure blood sugar (insulin is covered at 90% as a prescribed drug) • Diabetic Supplies: Blood Glucose Machines \$400 ever 4 years. • Insulin Infusion Pumps 1 every 5 years/max \$2,000, Insulin Jet Injectors \$1,000 lifetime (MBC Compensation Directive, section49(4))

BENEFIT DESCRIPTION	MANAGEMENT & EXCLUDED
VISION CARE & HEARING AID PLAN (optional)	<p>Vision Care: \$340 every 24 months from the date the expense was incurred. Covered services include one (1) routine eye exam</p> <p>Hearing Aids: \$2500 per person every 5 years from the date the expense was incurred.</p> <p>Deductible: \$10 single and \$20 family</p> <p>Premiums:</p> <ul style="list-style-type: none"> • Vision Care: employer pays 80%, employee pays 20% • Hearing Aids: employer pays 60%, employee pays 40% <p>(MBC Compensation Directive, section 55)</p>
DENTAL Employer pays 100% of premium	<p>a) Basic Dental Care – reimbursed at 85% of eligible cost – includes</p> <ul style="list-style-type: none"> • Dental Recall – every 9 months (6 months for children age 12 and under) • Pit & Fissure for eligible dependent children age 6-18 <p>b) Denture Treatment – reimbursed at 50% to \$3,000 lifetime</p> <ul style="list-style-type: none"> • complete and partial dentures: (once every 3 years) <p>c) Orthodontics: reimbursed at 50% to \$3,000 lifetime for dependent children age 6-18 years only</p> <p>d) Major restorative: 50% to \$23,000/year</p> <ul style="list-style-type: none"> • includes crowns and bridges once every 5 years <p>(MBC Compensation Directive, section 56)</p>
LONG TERM INCOME PROTECTION Premium: - Employer pays 85% - Employee pays 15%	<p>Entitlement for eligible employees:</p> <ul style="list-style-type: none"> • Benefits equal to 66% of gross salary at date of disability • Annual COLA indexation up to 2% based on the average annual CPI increase for Ontario <p>(MBC Compensation Directive, section 53)</p>

Submitting claims:

Claims will not be honoured if received later than the end of the calendar year following the year in which the expense was incurred. If your coverage ends due to termination of employment, transfer to another employee group, retirement or death, claims must be submitted within 90 days of date coverage ends.

This chart provides general information concerning benefit plans but it is not a legal document nor does it form a contract. For definitive information, refer to the directive indicated above, or contact the insurance carrier. If there is any discrepancy between the information contained in this chart and the group insurance benefit plans, the insurance carrier shall follow the benefit plans in deciding claims.

