

# **Collective Agreement**

APRIL 1, 2018 TO MARCH 31, 2022

between

**CROWN IN RIGHT OF ONTARIO**

as represented by

Management Board of Cabinet

and

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

Association of Management, Administrative and  
Professional Crown Employees of Ontario

## **EXTENSION AGREEMENT**

("The Agreement")

**The Crown in Right of Ontario**  
as represented by Management Board of Cabinet

("the Employer")

- and -

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

("the Association")

1. Subject to ratification by both parties, and subject to the terms of settlement stipulated herein, this Agreement forms the basis of the full and final settlement of an extension of the existing terms applicable to the AMAPCEO Bargaining Unit. The ratification process will be completed by both parties by July 7, 2017, unless agreed otherwise. Ratification of the settlement shall be deemed to have occurred on the latest date on which ratification occurs by the employees in the bargaining unit and by Management Board of Cabinet ("date of ratification").
2. Both parties agree not to serve notice on the other that it wishes to bargain for a new collective agreement covering the period of April 1, 2018 to March 31, 2022 in accordance with the *Labour Relations Act, 1995* or *Crown Employees Collective Bargaining Act, 1993* provided this Agreement is ratified by both parties.
3. The terms of this Extension Agreement shall be effective on April 1, 2018 and expire on March 31, 2022, except as otherwise provided in this Extension Agreement.
4. The extension Collective Agreement shall be in the form of the Collective Agreement that expires March 31, 2018, as amended by the attached. It is understood that some editing and renumbering may be necessary and the parties shall appoint an editing committee for that purpose.
5. The undersigned unanimously agree to recommend the terms of settlement as outlined in Appendix A, B and C to their respective principals and, in the case of the signatories for the Association, to the bargaining unit employees.
6. The terms of this agreement shall remain confidential until 9:00 a.m. June 14, 2017.

Dated at Toronto, this 13<sup>th</sup> day of June 2017.

For the Association:

Dave Bulmer

Cynthia Watt

Rob Smalley

Burke Moffat

Anthony Schein

For the Employer:

Reg Pearson

Marc Rondeau

Matt Siple

Barry Scanlon

Steven MacKay

Shenouka Dissanayake

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**VOLUME II:** (Separate Document)

Memorandum of Agreement re: Implementation of New Job Evaluation System

APPENDIX A: Classification levels and Salary Ranges.

APPENDIX B: -Factor Language and Plan Overview;  
-Final Factor Language;  
-Validation Process Flowchart;  
-Paragraph 6: April 5, 2005 MOA “A New Job Classification System for AMAPCEO.”

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

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

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

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

APPENDIX G: Joint Working Group Terms of Reference.

APPENDIX H: Joint Steering Committee Terms of Reference.

## **ARTICLE 1 - RECOGNITION**

1.1 The Government recognizes the Association of Management, Administrative and Professional Crown Employees of Ontario as the exclusive bargaining agent for a bargaining unit composed of all Crown employees as defined in Section 1 of CECBA, 1993 who are Public Servants in the positions and classifications set out in Schedule 2 to this collective agreement. For clarity, Schedule 2 includes all classifications and positions previously encompassed by Schedule 1 that have been assigned to a classification level as of the signing of this collective agreement, as well as any positions or classifications included in Schedule 1 that have not, as of the signing of this collective agreement, been assigned to a level in the new job evaluation/classification system, students and interns working in those classifications and positions, and all employees in any newly established classification or position that is subsequently agreed, or determined by the OLRB, to be materially similar to a classification or position in the unit, (save and except persons who exercise managerial functions or who are employed in a confidential capacity relating to labour relations, or lawyers and engineers who are employed in their professional capacity, or persons employed in the Correctional Bargaining Unit or persons employed at the Ontario Police College, the Ontario Provincial Police Academy, or under the supervision of the Commissioner of the OPP or the Chief Firearms Officer for Ontario.) The parties agree that the positions performing functions carried out by the Centre for Public Sector Labour Relations and Compensation; Centre for Leadership and Learning (excluding Green Office positions); HR Service Delivery Division; and Strategic Business Units within any ministry (including any form of successor organization(s) that perform these functions) are excluded under Section 1.1 (3) 9 of CECBA, 1993.

The parties agree that paragraphs 3, 4, 5 and 6 and Appendix B of the September 10, 2008 Agreement form part of the collective agreement, and that the September 10, 2008 Agreement overrides and replaces all prior agreements and settlements between these parties concerning the recognition, treatment and scope of AMAPCEO as a tag-end bargaining unit, as well as replacing, in respect of the seventh unit, OIC 243/94. For clarity, paragraph 5 of the recognition clause settlement dated September 8, 2004, providing for parallel classifications in the AMAPCEO unit where a deleted MCP classification is reinstated, continues to apply, and nothing herein affects the revised recognition clause set out in this article.

For further clarity, the parties agree that the Government continues to recognize AMAPCEO as the exclusive bargaining agent for all classifications and positions, previously covered by the recognition clause contained in Article 1.1 of the collective agreement, and that the change to the new job evaluation/ classification system structure and the amendments to the recognition clause neither alter, expand nor erode the scope of the bargaining unit.



## **ARTICLE 2 - NON-DISCRIMINATION/HARASSMENT/SEXUAL HARASSMENT**

- 2.1 It is understood that the parties are committed to principles which will foster and encourage diversity in the workplace.
- 2.2.1 There shall be no discrimination or harassment practised by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, same sex partnership status, or disability, as defined in section 10(1) of the Ontario Human Rights Code (OHRC).
- 2.2.2 The Employer has a general duty to take every precaution reasonable in the circumstances to protect an employee from personal harassment. Personal harassment is engaging in a course of vexatious comment or conduct against an employee in the workplace that is known or ought reasonably to be known to be unwelcome.
- 2.2.3 An employee who makes a complaint under Article 2 may be accompanied and represented by an employee representative or Association representative in complaints under Article 2.3, and an Association representative in the case of all other complaints, at the time of the discussion of the complaint, at each stage of the dispute procedure, and in the course of any investigation established by the Employer under any staff relations policy.
- 2.2.4 Where a complaint under Article 2 is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral complaint or written dispute which is expressed in Article 2 may be presented to the supervisor that is one level above the supervisor who is subject to the complaint.
- 2.3 **Sexual Harassment**
- 2.3.1 All employees covered by this Agreement have a right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another employee. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
- 2.3.2 Every employee covered by this Collective Agreement has a right to be free from,
- (a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or

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

- 2.3.3 The time limits set out in Section 15.2.1 do not apply to complaints under Article 2.3, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.
- 2.3.4 Where, at any time either before the making of a complaint or the filing of a dispute under Article 2.3, the Employer establishes an investigation of the complaint, or the employee agrees to the establishment of such an investigation, pursuant to any staff relations policy or other procedure of the Employer, the time limits for the processing of the complaint or dispute under Article 15 shall be suspended until the employee is given notice in writing of the results of the investigation.
- 2.3.5 Where it appears to a board of arbitration that an employee who is a complainant under Article 2.3 has made a complaint under the Ontario Human Rights Code relating to the conduct which is the subject of the dispute, the board of arbitration may, as it sees fit, adjourn the dispute, stay the dispute, or dismiss the dispute.

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

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

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

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

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

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

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

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

**ARTICLE 7 - EMPLOYEE RIGHT TO REPRESENTATION**

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

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

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

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

- 8.1.1 The Employer agrees to provide leave of absence from full time employment, or partial leaves of absence for up to half of full time employment, with pay and no loss of credits for up to the equivalent of six (6) full time positions, for members of the Association to conduct business of the Association. The leaves of absence will be renewed annually.
- 8.1.2 Upon the expiry of any leave of absence, the employee on leave shall be returned to his or her former position and location if such position and location still exist. The Employer and the employee may agree on another position to which he or she may be returned, subject to the requirements of the collective agreement. If the employee's position is declared surplus during the leave, then the employee retains all rights under Article 27. However, notwithstanding Article 27.3.12, the Employer shall attempt to find on an ongoing basis, a direct assignment for the employee throughout the period that the employee is on leave. In the event that no direct assignment is found before the leave expires, then upon the expiry of the leave, notwithstanding Article 27, the employee shall be assigned with no loss of pay or benefits, to an equivalent or similar position within the geographic parameters specified in the employee's portfolio; however it is agreed that such an assignment will not result in a promotional salary increase.
- 8.1.3 For clarity, Article 8.1.2 applies to employees who are on a full time leave of absence of at least 6 consecutive months, and who are:
- (a) on a leave from full time employment pursuant to Article 8.1.1, or
  - (b) on a partial leave of absence pursuant to Article 8.1.1 which together with Association leave under Articles 8.2, 8.3, 8.4, 8.5, and 8.6 amounts to a full time leave of absence.

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

- 8.2.1 With notice, AMAPCEO representatives are entitled to take time off with pay and no loss of credits if reasonably engaged in meetings with management on issues relating to labour relations, including collective bargaining or to the enforcement

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of this Agreement or processing claims involving the statutory rights of employees *vis à vis* the Employer, unless the time off would impair operational requirements.

- 8.2.2 The Employer agrees that AMAPCEO representatives may take time off with pay and no loss of credits for reasonable preparation time for meetings with the Employer on behalf of the Association, so long as proper notice is given, and this does not impair operational requirements. This article does not apply to time spent preparing for any meetings under Article 15 (Dispute Resolution) or collective bargaining.
- 8.2.3 Members of the Association granted leaves of absence under Article 8.2.1 for the specific purpose of collective bargaining shall also be granted reasonable time off with pay and no loss of credits for the purpose of preparation time and/or to attend Association bargaining team caucus sessions held immediately prior to the commencement of such negotiations, mediation or arbitration, or other periods during negotiations, mediation or arbitration where either party is not available.
- 8.3.1 Association District Directors, or his or her designees shall be granted a leave of absence with pay and no loss of credits to conduct the internal affairs of the Association on the following basis:
- (a) only the District Director, or his or her designees shall be granted such leave;
  - (b) the leave shall be for a period of not more than three (3) days every calendar month, and unused leave shall not be cumulative;
  - (c) the District Director, or his or her designees will attempt to give as much notice as possible in respect of any leave of absence under this subsection and, in any event, not less than five (5) business days' notice to his or her supervisor;
  - (d) the District Director, or his or her designees shall not, during his or her period of leave, engage any other employee during that employee's working hours, or interfere in any manner with the conduct of the Employer's business; or engage in any unauthorized use of the Employer's equipment or resources; and,
  - (e) this leave does not include travel time.
- 8.3.2 The Association agrees to provide the corporate Employer with a quarterly report that summarizes the total number of Association Leave (hours/days) utilized under this agreement by each Association District Director, or his or her designees, per calendar month for the time period covered in the report.
- 8.4 The Employer shall grant time off to a maximum of five (5) days per calendar year

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for each Association representative with pay and no loss of credits for the purpose of labour relations education, unless such time off would impair operational requirements.

- 8.5 Notwithstanding Article 8.1, AMAPCEO may at its discretion require up to one hundred (100) additional members to participate in Association business, who shall be granted leaves of absence with pay and no loss of credits for hourly increments of up to five (5) hours or full days. The total number of full days off in any calendar year shall not exceed nine hundred (900) days. Leaves of absence granted under this subsection shall include reasonable travel time. The Association will attempt to give as much notice as possible in respect of any leave of absence under this subsection and, in any event, not less than five (5) business days notice.
- 8.6 Upon at least twenty-one (21) calendar days' written notice by the Association, leaves of absence with pay and no loss of credits shall be granted for not more than three (3) days annually for each employee delegate for the purpose of attending the Association's Delegates' Conference(s).
- 8.7.1 The Association will reimburse the Employer for approved leaves taken by employees under sections 8.1.1, 8.2.3, 8.4, 8.5 and 8.6 for salary and all benefits including the Employer's share of contributions required by statute and pension contributions.
- 8.7.2 The Employer may invoice the Association for reimbursable leaves on a quarterly basis for approved leaves taken by employees during the preceding quarter. In addition, the Employer will make every effort to submit invoices each April 1<sup>st</sup> for any approved leave taken by employees, not yet invoiced in the preceding fiscal year, to the Association.
- 8.7.3 Where the Employer submits an invoice within the time frames provided in Article 8.7.2, the Association will remit payment for approved leaves taken by employees within thirty (30) calendar days of receipt of the Employer's invoice.

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

- 9.1 The Association shall send a list of names, the employee identification number and work locations of all workplace representatives authorized to represent Association members to the Directors of Human Resources in each Ministry and the Director of Employee Relations (OPS) Treasury Board Secretariat. The Association shall provide updates as workplace representative changes are made and a master list will be provided annually.
- 9.2 A workplace representative shall carry out their duties under Article 9.3 expeditiously so as to limit disruption to the Employer's operations:

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- (a) A workplace representative shall obtain permission from their immediate supervisor or alternate management representative for the workplace before leaving the workplace to perform their duties as a workplace representative. Such permission will not be unreasonably withheld.
- (b) When there are urgent operational requirements, the Employer may require that the workplace representative defer/reschedule their duties under Article 9.3.
- (c) Two (2) weeks prior to the commencement of each month, the workplace representative shall provide to their immediate supervisor, notice of workplace representative activities planned for the following month.

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

- (a) Providing information to employees on their terms and conditions of employment, including their rights and entitlements under this Agreement.
- (b) With the mutual agreement of the Employer which shall not be unreasonably withheld, a workplace representative may investigate disputes and be involved in problem solving of disputes.
- (c) Attending meetings at the request of the Employer or in accordance with Article 7 (Employee Right to Representation).
- (d) Presenting a dispute in accordance with the Dispute Resolution Procedure (Article 15.5.3).

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

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

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

10.1.1 Together with each monthly dues payment, the Employer will provide a report to the Association indicating the names of the employees in respect of whom deductions have been made, the employee identification number, ministry, branch, work location description / work location (street address), OPS hire date, work city, employment status (active, leave, terminated), jobclass code / abbreviated class title

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under the previous MCP classification system (while still applicable), classification level, module, functional group and position/job title, employee class (regular, fixed term), home position indicator, home position class, continuous service date, benefit base salary (annualized payrate used for calculating benefits such as insurance premium) and any such other information as may be agreed upon by the parties. The report will be forwarded in current disk format unless the parties mutually agree to an alternate electronic format.

- 10.2 AMAPCEO shall advise the Employer in writing of the amount of its dues and assessments. This amount shall continue to be deducted until changed by further written notice by AMAPCEO.
- 10.3 AMAPCEO agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.
- 10.4 AMAPCEO dues or assessments, or the equivalent amount, shall be itemized on the annual T-4 slip as annual membership dues for AMAPCEO.

### **ARTICLE 11 - HOME POSITION**

- 11.1 Employees from outside the bargaining unit temporarily assigned to an AMAPCEO position for a period of more than thirty (30) calendar days will on the 31<sup>st</sup> calendar day commence paying dues and be governed by the terms of the AMAPCEO collective agreement except that pensions and insured benefits, as well as job security entitlements, will continue to be governed by the rules applicable to the employee's home position.
- 11.2 When an AMAPCEO bargaining unit member is temporarily assigned to a position in another bargaining unit for a period of more than thirty (30) calendar days, he or she will on the 31<sup>st</sup> calendar day commence paying dues and be governed by the terms of the collective agreement of the position to which he or she has been assigned except that pensions and insured benefits entitlements, and entitlements under Article 27, will continue to be governed by the rules applicable to the employee's home position.
- 11.3 When an AMAPCEO bargaining unit member is temporarily assigned to a non-bargaining unit position, he or she shall continue to pay dues to AMAPCEO and continue to be covered by the AMAPCEO agreement for the entire term of the temporary assignment except that salary and hours of work provisions shall be determined in accordance with the terms and conditions for the non-bargaining group the employee is temporarily assigned to.



## **ARTICLE 12 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEES**

- 12.1.1 Joint committees have been established at the central and ministry level to discuss and resolve matters of interest between the parties. The committees are the AMAPCEO Central Employee Relations Committee (ACERC), and the AMAPCEO Ministry Employee Relations Committees (AMERCs).
- 12.2 The objectives of the Employee Relations Committees shall include:
- (a) establishing and maintaining a positive and constructive relationship between the Association and the Employer; and,
  - (b) working together to resolve Association and Employer issues and concerns related to the workplace.
- 12.3.1 The ACERC shall be comprised of six (6) members, with an equal number of representatives from AMAPCEO and from the employer. Each party may be accompanied by a resources person as needed.
- 12.3.2 The employer representatives shall be responsible for providing:
- (a) Orientation for the employer and employee representatives, where required, for their participation on the Committee;
  - (b) Status reports as required under Article 27.3.5 and other reports as mutually agreed; and,
  - (c) As part of its reporting in (b), the employer shall also identify AMAPCEO unit employees who have been directly assigned to permanent or temporary vacancies of over six (6) months.
- 12.3.3 The employee members of the committee, and a resource person accompanying them, shall be entitled to time off with pay and with no loss of credits for meeting time and for reasonable preparation and travel time. Such time off shall not be unreasonably denied as long as proper notice is given.
- 12.3.4 The Committee shall have Employer Association Co-chairs and each party shall have one (1) vote on the Committee. Quorum for meetings shall be two (2) members from each of the employer and Association side of the Committee.
- 12.3.5 The Committee shall meet monthly or as otherwise agreed.
- 12.4 The mandate of the ACERC shall include the following:
- (a) issues arising from the administration of the collective agreement;

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- (b) operation of the joint committee process including the creation of sub-committees;
- (c) matters unresolved at the ministry level;
- (d) discussion of OPS-wide and cross ministry initiatives involving changes to the work place affecting employees and such local and Ministry initiatives where either of the parties wishes to have the matter dealt with centrally; and,
- (e) establishment of generic terms of reference for AMERC's and approval of substantive changes requested by the parties.

12.5.1 The AMERC shall be comprised of four (4) members, with an equal number of representatives from AMAPCEO and from the employer. Each party may be accompanied by a resources person as needed.

12.5.2 The employer representatives shall be responsible for providing:

- (a) orientation for employer and employee representatives, where required, for their participation on the Committee; and,
- (b) monthly status reports as required under Article 27.3.5.

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

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

12.5.5 The Committee shall meet monthly or as otherwise agreed.

12.6 The mandate of AMERCs shall include the following:

- (a) Ministry or local issues arising from the administration of the collective agreement;
- (b) Operation of the joint committee including the creation of sub-committees at the Ministry or local level;
- (c) Matters unresolved at the sub-committees of the AMERC;
- (d) Discussion of ministry or local initiatives involving changes to the work

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place affecting employees which are not encompassed by 12.4(d);

- (e) Where the Association comments to the Employer at AMERC on initiatives discussed under 12.6(d), the Employer shall review the Association's comments and respond.

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

12.8 The Association may forward to the Deputy Minister any issue which is not resolved at the AMERC. The Deputy Minister shall respond in writing to the committee on the matters raised within fifteen (15) working days of his or her receipt of notice of the unresolved item.

12.9 The AMERC shall be co-chaired by a member of the Ministry's Senior Management Group.

12.10 The Association shall in no way be precluded from filing a dispute under Article 15 on issues that it chooses to attempt first to resolve through the AMERC process. Unless requested by either party, discussions at the ACERC and the AMERC shall be without prejudice and shall not be relied upon by either party at mediation or arbitration.

12.11 Where the Employer requests Association representation on any committees or working groups, the Employer shall seek nominations from the AMAPCEO co-chair of the relevant AMERC for Ministry/local initiatives, or from the AMAPCEO ACERC co-chair for OPS wide or cross-ministry initiatives; any such participation shall be without prejudice to the Association unless otherwise agreed.

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

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

- (a) emergencies;

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- (b) decisions contained in the Budget or Financial Statement;
  - (c) legislation.
- 12.12.3 Information provided under Article 12.12.1 or 12.12.2 will be kept confidential by AMAPCEO until the employer authorizes the disclosure of the information; however, this shall not be construed as preventing the Association from consulting internally with respect to the matter.
- 12.12.4 AMAPCEO shall have one (1) week to provide comments and/or hold the meeting referred to in paragraph 12.12.5 below, but the Employer in its discretion may give more than a one (1) week period to respond.
- 12.12.5 Upon disclosure to the President,
- (a) At the request of the President, a meeting will be held with the employer to review the information and ask any questions;
  - (b) The President may forward comments to the Ministry, or if there are a number of Ministries, the President may forward comments to TBS, which shall review them and respond in writing prior to the formal announcement referred to in 12.12.1 above;
  - (c) The matter will become a standing item on the ACERC or AMERC committees as appropriate as set out in articles 12.4 and 12.6;
  - (d) Where the decision concerns a divestment, transfer or any other disposition of bargaining unit functions or jobs, the parties will table the matter at ACERC where it will become a standing item;
  - (e) If AMAPCEO believes that paragraph 12.12 has been breached, then the President will contact the Director, CER, Employee Relations Division or designee to discuss the concerns and the matter will be placed on the ACERC agenda. If the matter is not resolved at ACERC within ten (10) working days of the ACERC meeting, the matter may be referred directly to arbitration.

## **ARTICLE 13 - BULLETIN BOARDS**

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

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

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

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

### **15.1 Statement of Intent**

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

### **15.2 Informal Resolution Stage**

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

### **15.3 Formal Resolution Stage**

- 15.3.1 If the complaint is not resolved to the satisfaction of the employee through the informal resolution stage, the Association, on behalf of the employee, may submit a dispute in writing to the manager, for transmittal to the designated management representative, within thirty (30) days after the circumstances giving rise to the complaint have occurred, or have come or ought reasonably to have come to the attention of the employee.
- 15.3.2 It is agreed that the Formal Resolution designated management representative will have the authority to work towards resolving the dispute and that, no manager who has dealt with a complaint at the Informal Resolution Stage will be designated at the Formal Resolution Stage. A designated management representative shall hold

a meeting with the Association and the employee within fifteen (15) days of the submission of the dispute at the Formal Resolution Stage and shall give the representative of the Association present at the meeting and the employee a decision in writing, within seven (7) days of the meeting.

**15.4 Referral to Arbitration**

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

**15.5 General**

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

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

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

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

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

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

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

15.5.8 At the Association's option, participation by the Association representative or the employee in meetings required under the formal dispute resolution process may be

conducted by teleconference, subject to the right of the Employer to select additional representatives who will participate by teleconference.

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

15.6 **Group Dispute**

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

15.7 **Association Dispute**

15.7.1 Where a dispute arises between the Employer and the Association, the Association shall be entitled to file an Association dispute at the Formal Resolution Stage of the dispute resolution procedure with the relevant Employee Relations Manager, Centre for Employee Relations, provided it does so within thirty (30) days after the circumstances giving rise to the dispute have occurred or have come or ought reasonably to have come to the attention of the Association.

15.7.2 Where the dispute between the Employer and the Association involves more than one (1) ministry, the Association shall be entitled to file a dispute at the Formal Resolution Stage with the Director, Centre for Employee Relations, Ontario Public Service provided it does so within sixty (60) days after the circumstances giving rise to the dispute have occurred or have come or ought reasonably to have come to the attention of the Association.

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

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

15.8 **Discharge, Suspension and Demotion Disputes**

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

15.9 **Joint Review Process (JRP)**

15.9.1 The Joint Review Process (JRP) is an integral part of the dispute resolution mechanism. The parties agree to meet at least every two (2) months:

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

15.10 **Classification Dispute**

15.10.1 Effective until September 30, 2013, an employee who alleges that his/her position is improperly classified may discuss his/her claim with his/her immediate supervisor at any time. An employee, however, shall have the right to file a dispute at any time at the Informal Resolution Stage, and to have that dispute processed through the Informal Resolution Stage and the Formal Resolution Stage of the dispute resolution process contained in Article 15.2, 15.3.1, and 15.3.2. The employee shall specify in his/her complaint what classification he or she claims.

15.10.2 Effective until September 30, 2013, a classification claim as provided in Article 15.10.1 which has not been resolved by the end of Stage 2 may be referred to ACERC under Article 12 for final resolution. The parties agree to establish a sub-committee of the ACERC, which shall consist of three (3) persons appointed by each party, to review all complaints or differences involving an allegation of improper classification. Association representatives shall be provided with reasonable travel time and leave with pay to attend sub-committee meetings. All decisions of the sub-committee shall be by vote of the sub-committee members and shall be binding on the parties and any affected employee. Each party must be represented by an equal number of members. Where ACERC does not agree, the matter shall remain unresolved, unless and until concurrence is reached.

15.10.3 The Employer, upon written request by the employee or Association, shall make available all information and provide copies of all documents which are relevant to the dispute.

15.10.4 Articles 15.5 to 15.7 apply to a dispute under Article 15.10.

15.10.5 Effective on October 1, 2013, this process will address disputes related to new positions created after October 1, 2013 and positions where there have been substantive changes to the assigned duties and responsibilities. Neither the job description system nor the job evaluation system shall be subject to the dispute



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resolution process.

For clarity, the Dispute Resolution Process as set out below shall not be subject to the jurisdiction of the Grievance Settlement Board.

The process will be as follows:

### Step 1:

An employee who alleges that his/her position is improperly classified may discuss his/her claim with his or her immediate supervisor at any time. The Employee shall make the complaint in writing on the form agreed to by the parties and shall specify what classification level the employee claims.

### Step 2:

If the dispute is not resolved within thirty (30) days at Step 1, the Association may make a written submission regarding the employee's classification to the Enterprise Classification Unit (ECU) for review and consideration, and include a proposed new classification and rationale for this proposal. The ECU shall review the Association's written submission and complete a report, including reasons that either confirms the existing classification level or determines a reclassification of the position. The ECU shall issue such report within 20 days of receipt of this written submission.

If the ECU determines that a reclassification is required, the position shall be reclassified effective the date of the filing of the dispute at Step 1.

### Step 3:

- (i) If the ECU determines that no reclassification is required and the Association is not satisfied with the ECU report, the matter may be referred to the Classification Review Sub-Committee (CRSC) of ACERC by way of written submissions within (15) days of the receipt of the ECU report. A panel consisting of equal representation of three (3) Association representatives and three (3) Employer representatives shall be convened to review classification matters that remain in dispute after being reviewed by the ECU.

The CRSC shall review any written submissions from the Association and the written report of the ECU and deliberate with respect to its determination. For clarity, there shall be no witnesses/oral evidence. Association representatives shall be provided with reasonable travel time and leave with pay to attend sub-committee meetings. All decisions of the sub-committee shall be by vote of the sub-committee members. Each party must be represented by an equal number of members.

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- (ii) All panel members must have completed joint training on the classification system prior to participating in a review of any classification matters brought forward to the CRSC.
- (iii) If the CRSC determines that a reclassification is required, the position shall be reclassified effective the date of the filing of the dispute at Step 1.
- (iv) If the matter is not resolved at Step 3 after 30 days, the Association may refer the matter to Step 4 below.

Step 4:

- (i) If the Association has referred a matter to Step 4, then the Association may request that an analysis of the employee's classification be completed and submitted to the CSRC by a jointly agreed upon third-party neutral. The parties will share the cost of the third-party neutral. The third-party will be provided with the following information:
  - (a) The employee's job description;
  - (b) The Job Evaluation Plan;
  - (c) The Evaluation Rationale for the disputed position;
  - (d) The Association's written submission at Step 2
  - (e) The ECU Report
  - (f) A summary, limited to two pages, from each of the parties setting out their respective positions;
  - (g) Each party will provide no more than three (3) comparators from one level below, one level above and from within the level.
- (ii) The third-party may make such other inquiries as he/she may deem necessary and shall provide a written report to the parties within 30 days of the referral of the issue to him/her. The report will be considered by the CRSC in an attempt to reach consensus.
- (iii) If the CRSC determines that a reclassification is required after reviewing the third party's report, then the position shall be reclassified effective the date of the filing of the Step 1 dispute.
- (iv) If the matter remains unresolved after 20 days following the CRSC review of the consultant's report, then the Association may refer the matter to the Job Evaluation Appeals Committee (JEAC) under Step 5 below.

Step 5:

- (i) The JEAC shall consist of the Deputy Minister of TBS or his/her designee and the President of AMAPCEO or his/her designee.
- (ii) The JEAC shall meet and attempt to resolve the matter. If the parties reach agreement at the JEAC, it shall issue a written decision without reasons, and such decision shall be final and binding. If the JEAC is unable to resolve the matter within 30 days following their first meeting, then the Deputy Minister or his or her designee shall issue a written decision without reasons, and such decisions shall be final and binding. If the JEAC determines that a reclassification is required, the position shall be reclassified effective the date of the filing of the dispute at Step 1.

**15.11 Arbitration Provisions**

- 15.11.1 Where a complaint or dispute is referred to arbitration, the arbitrator shall make a final and conclusive settlement of the differences between the parties, including any question as to whether a matter is arbitrable.
- 15.11.2 An employee who has initiated a complaint and for whom the Association makes an application for a hearing before the Grievance Settlement Board, or an arbitrator, or the Ontario Labour Relations Board, shall be allowed leave of absence with no loss of pay and no loss of credits if required to be in attendance by the Board or the arbitrator or the Tribunal. This Article shall also apply to the pre-hearings, mediation/arbitration or mediation under the auspices of the Grievance Settlement Board ("GSB"), an arbitrator/mediator, or arbitrator or the Ontario Labour Relations Board.
- 15.11.3 The Association and the Employer agree that all complaints arising under Article 15 that are referred to arbitration shall be determined by the Chair or a Vice-Chair of the GSB sitting alone.
- 15.11.4 The Association and the Employer agree that all hearings should commence in a timely manner and the parties will endeavour to ensure that each case is scheduled to begin not later than thirty (30) calendar days following the referral to the GSB.
- 15.11.5 The parties may agree to refer any complaint to a mediator/arbitrator who shall have all the powers of an arbitrator under the *Labour Relations Act*, including the powers of a mediator/arbitrator under the *Labour Relations Act*, and the decision of the mediator/arbitrator shall be final and binding upon the parties.
- 15.11.6 The costs of the arbitrator or arbitrator/mediator shall be shared equally by the parties.

- 15.11.7 In this Article, if the GSB is abolished, references to the GSB, or to a Chair or Vice-Chair of the GSB, are deemed to include references to an Arbitrator appointed under the *Labour Relations Act* or otherwise by the parties.

## **ARTICLE 16 - SENIORITY/CONTINUOUS SERVICE**

16.1 An employee's seniority/continuous service will accumulate and shall be calculated as follows:

- (a) from the date of appointment to the regular service for those employees with no prior service in the Ontario Public Service.
- (b) for a fixed term employee appointed to a full time position in the regular service, from the date established by adding the actual number of full time weeks worked during his or her full time employment back to the first break in employment that is greater than thirteen (13) weeks. When calculating seniority in this situation, a period of part time fixed term employment shall neither constitute a break in service nor be counted towards seniority except that any full time weeks worked during such part time employment shall be calculated into the employee's seniority; or
- (c) for a fixed term employee appointed to a regular part time position in the regular service, the greater seniority of:
  - i) the later of January 1, 1984 or the date he or she commenced a period of unbroken, part-time employment in the fixed term service, immediately prior to appointment to a regular part time position; or
  - ii) the actual number of full time weeks worked as a full time fixed term employee calculated pursuant to Article 16.1(b) above.

Notwithstanding the above, subject to Article 27, seniority is not credited until completion of the probationary period.

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

16.1.2 For purposes of this Article:

- (a) "Unbroken service" is that which is not interrupted by separation from the public service as per Article 16.4;
- (b) "Full time" is continuous employment as set out in the hours of work article for the position;

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

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

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

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

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

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

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

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

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

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

Example:

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

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

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

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

#### **ARTICLE 17 - APPOINTMENT TO REGULAR SERVICE (PROBATIONARY PERIOD)**

17.1 There shall be a probationary period of not more than twelve (12) months from the date of appointment to the regular service for employees with no prior service in the Ontario Public Service. If an employee is absent for a period greater than three (3) consecutive calendar weeks during the probationary period, the Employer may extend the employee's probationary period by the length of that absence.

- 17.2 Within the first month of an employee's probationary period, the performance standards required for the position will be reviewed with the employee, and the employee will be advised if he or she is not meeting the standards.
- 17.3.1 Where an employee is appointed to the regular service and has worked more than twenty-four (24) hours per week on a continuous basis immediately prior to appointment to the regular service, the time he or she actually worked within the previous year may be considered to be part of his or her probationary period to a maximum of six (6) months.
- 17.3.2 Notwithstanding Article 17.3.1, where an employee is appointed to the regular part time regular service and has worked at least the required number of hours per week for the regular position on a continuous basis immediately prior to his or her appointment to the regular part time position in the regular service, the time he or she actually worked within the previous year may be considered to be part of his or her probationary period to a maximum of six (6) months.

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

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

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

The only search restrictions permitted are:

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

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

- 18.3.1 In filling a vacancy, applicants' qualifications for the position shall be assessed relative to the selection criteria -- the knowledge, skills, abilities and experience required to perform the duties of the position. The most qualified applicant for the position shall be selected to fill the vacancy.
- 18.3.2 Where the qualifications and ability are relatively equal between an AMAPCEO unit applicant and a non-AMAPCEO unit applicant preference will be given to the AMAPCEO unit applicant.
- 18.4 An applicant who is invited to attend an interview within the public service shall be granted time off with no loss of pay and with no loss of credits to attend the interview. Employees shall be reimbursed for travel expenses associated with attending the interview in accordance with the Employer's policy or practice.
- 18.5.1 Relocation expenses for posting and filling of positions under this Article shall be paid in accordance with the provisions of the Employer's relocation expenses directive in effect as of January, 2002. For purposes of Article 18, Article 28 does not apply.
- 18.5.2 Notwithstanding that a position is advertised with a restricted area of search, any employee who resides outside the identified area of search may apply for the position. If they apply, they will be deemed to have waived entitlement to any relocation or travel expenses (pursuant to Articles 18.4 and 18.5.1) as a condition of gaining access to the competition process. For greater certainty, no claim can be made for any expenses incurred during the competition process or arising from the decision to hire the employee into the position. It is understood that the Employer does not have discretion to grant any entitlement that has been waived pursuant to this provision.
- 18.5.3 Postings shall be posted in the central (OPS-wide) electronic site on the Employer's intranet at the same time and for the same period as otherwise posted. The Employer will continue to ensure that AMAPCEO has electronic access to the site or is provided with a weekly electronic report of all job postings from the OPS-wide electronic site.

If the central site is not limited to AMAPCEO represented job postings it will allow AMAPCEO represented employees to conduct a "search" for all postings in the AMAPCEO unit.

The Employer will ensure that all postings are accessible to employees on approved leaves of absence and in accordance with 27.11.9 to former employees on recall. In addition, article 27.11.9 will be deemed to apply to those employees who have



accepted pay in lieu of notice under article 27.7.5. Article 27.11.9 will also be deemed to apply to former fixed term employees who remain eligible to apply to OPS positions under article 27.1.1(b).

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

18.6 Unfair competition complaints shall be processed in the same way as other complaints under Article 15, except for the following. Where a complaint is submitted to arbitration:

- (a) The arbitrator shall be empowered to determine any question of fact or law including whether any requirement of Article 18 has been followed. This includes, but is not limited to, whether the Employer (including a selection panel) has made an error in the process of assessing the applicant's qualifications based on the evidence which was (or should have been) before it. However, the arbitrator shall not be empowered to decide who should have been selected in accordance with Article 18.
- (b) As a remedy, the arbitrator may declare the competition and its results null and void, and order the competition or any part of it to be run again with directions as to how it is to be conducted.
- (c) Notwithstanding Article 18.6 (a), where a competition complaint involves the application of Article 18.3.2, the arbitrator may award the job in question to the complainant where the selection panel determined that the complainant's qualifications and ability were relatively equal to the non-AMAPCEO unit applicant incorrectly awarded the job.

### **Temporary Assignments**

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

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

- 18.7.2 Where an assignment was not posted pursuant to Article 18.7.1, and an employee has continuously been in the position since the initial assignment, the assignment shall be posted and filled competitively within eighteen (18) months of the initial assignment, where the Employer determines that the work is continuing either on a temporary or permanent basis.
- 18.7.3 The provisions of Article 18.1 to 18.6 shall apply where an employee is temporarily assigned in accordance with the provisions of Article 18.7.1 and 18.7.2.
- 18.7.4 Where an assignment is not subject to posting pursuant to Article 18.7.1, the Employer shall not utilize an Expression of Interest, absent agreement of the Corporate parties at ACERC.

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

- 18.8.1 Vacancies may be filled without competition upon clearing surplus under the following circumstances:
- (a) within twelve (12) months of the conclusion of a previous competition for the identical positions, where the Employer offers the vacancy to the most qualified applicant as determined in the previous competition who has not yet been offered the position, and continuing, if necessary, in descending order of qualification. An identical position includes a temporary vacancy arising after a competition for a permanent position.
- Where a vacancy is filled pursuant to this clause, the Employer shall provide the Association with the names of the AMAPCEO members who were interviewed in the previous competition. Article 18.5 shall apply;
- (b)(i) where the Employer and the Association agree to transfer an employee based on compassionate grounds, the Employer will attempt to find a permanent vacant position identical to the employee's position elsewhere in the OPS, or, if unavailable, the employee may be assigned to a vacant position, as agreed upon between the Employer and the Association, provided he or she is qualified to perform the normal requirements. It is understood that if the Employer does not agree to the permanent assignment or if no permanent assignment is found at the time of submission, the request may be withdrawn by the Association. Where the request is not withdrawn by the Association, the Employer will continue its search until a permanent position is found. Where the Association does not agree to the permanent assignment, the request will be withdrawn;
  - (ii) where an employee requests a temporary transfer on compassionate grounds and the Employer and the Association agree, the Employer will attempt to find a temporary assignment (6 month assignment or more) provided the employee is qualified to perform the normal requirements of the temporary

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assignment and is acceptable to the Employer. It is agreed that if the employee is transferred pursuant to this article, he or she must complete the full duration of the assignment and is not eligible for relocation expenses. It is further understood that if the Employer does not agree to the temporary assignment or if no temporary assignment is found at the time of submission, the request may be withdrawn by the Association. Where the request is not withdrawn by the Association, the Employer will continue its search until a temporary position is found. Where the Association does not agree to the temporary assignment, the request will be withdrawn;

- (iii) Where the parties initially agreed to a permanent or temporary transfer on compassionate grounds and no position has been found, the Employer or the Association may withdraw its original agreement, if the circumstances affecting those compassionate grounds have changed materially;
- (c) where an employee was transferred based on health reasons to a vacant position:
  - (i) identical to the employee's position in the same ministry or, if unavailable,
  - (ii) identical to the employee's position in a different ministry, or, if unavailable,
  - (iii) at the same or lower classifications within the same ministry, or if unavailable,
  - (iv) at the same or lower classifications within a different ministry, provided he or she is qualified to perform the normal requirements;
- (d) the Employer and the Association may agree to reassignments for compassionate and health reasons to positions other than those set out in Article 18.8.1 (b) and (c) but where agreement cannot be reached under Article 18.8.1. (d) this shall not be grievable;
- (e) where an employee was temporarily assigned to a position for at least twenty-four (24) months and:
  - (i) the position has been filled through a competitive process, and
  - (ii) at that point in time, there is a continuing need for the work to be performed on a full time basis for greater than an additional eighteen (18) months, and
  - (iii) the position does not have a home incumbent,

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

If at the end of twenty-four (24) months an employee was not offered an assignment to the position on a permanent basis because the conditions of 18.8.1(e)(ii) were not met, but the position continues for eighteen (18) months, then the Employer shall, with the employee's agreement, assign the employee to the position on a permanent basis at the conclusion of this eighteen (18) month period. If the employee does not agree, the Employer will post the vacancy and the employee shall return to his/her home position.

- (f) where the employee's position is being changed either from full time to regular part time or vice versa, with the employee's consent. In such cases, the clearance requirements under Article 27 shall not apply. Where the employee does not consent, the employee will be given surplus rights under Article 27;
- (g) a newly reclassified position shall not be considered a vacancy for the purposes of Article 18.1 and the current incumbent shall retain the position. For clarity, surplus clearance is not required or permitted in any such reclassification;
- (h) In addition, any employee who is directly assigned under Article 27 and who then applies for a vacant position or whose duties are changed as a result of a reorganization or reassignment of duties and the position is reclassified to a lower classification is entitled to be appointed to the first vacant position which:
  - is in his or her ministry as defined in Article 27.12; and
  - is at a salary maximum higher than that currently held, but not higher than originally held
  - he or she is qualified to perform
  - has cleared the surplus requirements of Article 27;

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

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

PRECONDITIONS:

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

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

PROCESS:

- 2.1 A permanent, regular AMAPCEO position is posted and an employee applies for the position and indicates that they wish to trigger their Article 18.8.1(h) entitlements and also identifies:
  - (a) what their position/class was immediately prior to the "precondition event "(to be referred to as "original position");
  - (b) what Branch/Ministry the "original position" was in;
  - (c) what is the "reclassified/redeployed position";
  - (d) what Branch/Ministry the "reclassified/redeployed position" is in; and
  - (e) date they were put into "reclassified/redeployed position";
  - (f) their current home position and Branch/Ministry if different than (c) or (d);
  - (g) whether they have been reassigned under Article 18.8.1(h) since they were put into the "reclassified/redeployed position".
  
- 2.2 The competition process for the posted position is held in abeyance and the criteria under 18.8.1(h) are reviewed to determine the applicant's eligibility to exercise rights under this article:
  - (a) Precondition 1(a) or 1(b) above occurred; and
  - (b) The position being applied for is in the Ministry where the applicant's current home position resides, including the applicant's Ministry as modified by Article 27.12, where applicable; and
  - (c) The position applied for is at a salary maximum higher than the home position the employee currently holds, but not higher than the salary maximum of the "original position".

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- 2.3 If 2.2(a), (b) and (c) are not satisfied then the competition process continues and the applicant is given no special consideration, but is still considered an applicant for the position.
- 2.4 If 2.2(a), (b) and (c) are satisfied then the applicant may be interviewed and will be appointed to the position provided the "qualified to perform" criterion is met.
- 2.5 The Employer may decide that an interview is not necessary, in which case the Employer may waive the interview and approve the assignment.
- 2.6 If an applicant is not "qualified to perform", the competition process continues, and the applicant is given no special consideration but is still considered an applicant for the position.
- 2.7 If more than one AMAPCEO bargaining unit employee triggering this Article is "qualified to perform" in respect of the same position, the employee with greater seniority will be appointed to the position.
- 2.8 There is no limit on the number of times an employee can apply for such a placement.
- 2.9 An employee who applies for a placement under Article 18.8.1(h) and is accepted and then refuses the placement, has no rights under Article 18.8.1(h) unless one of the preconditions in 1(a) or (b) occurs again.

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

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

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

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

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

18.8.5 **Regular Employees Acting in Temporary Positions**

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

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

- (i) the position has been filled through a competitive process, and
- (ii) the position has cleared surplus.

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

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

19.1 **Pay Administration on Promotion**

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

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

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

19.2 **Pay Administration on Lateral Transfer**

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

19.3 **Pay Administration on Voluntary Demotion**

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

19.4 **Pay Administration for Health Reassignments**

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

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

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

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

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

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



effective date of the transfer.

**19.7 Pay Administration on Reclassification**

19.7.1 Where the duties of an employee are changed as a result of reorganization, or reassignment of duties and the position is reclassified to a classification with a lower maximum salary, an employee who occupies the position when the reclassification is made is entitled to maintain his/her current salary as long as the person remains in the position and, in addition, is entitled to salary progression based on merit to the maximum salary of the lower classification. Where the employee's current salary is above the maximum of the new classification, the employee shall maintain his/her current salary until the maximum of the new classification is at or above the employee's current salary.

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

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

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

**19.8 Pay Administration for Temporary Assignments**

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

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

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

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- 19.8.4 (a) When an employee is temporarily assigned to the duties and responsibilities of a position with a lower salary maximum where there is not work reasonably available for him or her in the position from which he or she was assigned, he or she shall be paid within the range of the lower classification to which he or she was assigned after the expiration of ten (10) consecutive working days.
- (b) When an employee is temporarily assigned for operational reasons to the duties and responsibilities of a position in a classification with a lower maximum salary, he or she shall continue to be paid at the same salary as his or her home position.
- 19.8.5 An employee shall retain his or her normal salary where he or she is temporarily assigned to perform the duties and responsibilities of another employee who is on vacation.

**ARTICLE 20 - DISCIPLINE AND DISCHARGE**

- 20.1 No employee shall be disciplined or discharged without just cause. It is understood that disciplinary measures will be appropriate to their cause and subject to the principles of progressive discipline.
- 20.2 An employee shall be advised of the reasons for disciplinary action. When an employee is to be discharged or suspended, he or she shall be advised in writing of the reasons for such action.
- 20.3 It is understood that nothing in Article 20 confers on a probationary employee any right to grieve or arbitrate his or her dismissal.

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

- 21.1 There shall be only one official recognized personnel file, which shall contain personnel information including, but not limited to, initial appointment documents, performance appraisals, commendations and disciplinary records.
- 21.2.1 Any document relating to work performance or disciplinary action that is to be placed on an employee's personnel file shall be so placed and a copy supplied to the employee within a reasonable time of its preparation.
- 21.2.2 Employees will be made aware of concerns relating to work performance within a reasonable time.
- 21.3 Upon a written request, an employee shall be given an opportunity to review his or her personnel file, within ten (10) calendar days of the request or such longer period

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of time as is reasonable, in the presence of a management representative, at a time mutually agreed upon between the employee and the manager, at the employee's normal work location or another location as may be mutually agreed upon between the employee and the manager.

- 21.4 The employee is entitled to include his or her own explanation of a matter, including a disciplinary incident, as an attachment to the information being placed in his or her personnel file.
- 21.5 Any letter of reprimand, suspension or other sanction will be removed from the personnel file of an employee three (3) years following the receipt of such a letter, suspension or other sanctions provided that the employee's personnel file has been clear of similar offenses for the past three (3) years. Any such letter of reprimand, suspension or other sanctions so removed cannot be used in any subsequent proceedings. Nothing in this paragraph prevents earlier removal by the employee's manager.

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

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

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

#### **23.1 General**

- 23.1.1 Where an employee is on an approved leave of absence pursuant to this article, he or she shall:
- (a) have the right to return to his or her position at the end of such leave unless that position has been declared surplus during the employee's absence in which case the employee shall have all rights and entitlements in accordance with Article 27;

- (b) on returning to work, be paid at the level in the salary range he or she attained when the leave commenced;
- (c) remain subject to applicable conflict of interest provisions.

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

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

## 23.2 **Leaves Without Pay**

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

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

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

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

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

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

### 23.3 **Special or Compassionate Leave**

23.3.1 The Employer may grant an employee a leave of absence with pay for not more than three (3) days in a year for special or compassionate purposes.

23.3.2 Notwithstanding subsection 23.3.1, a Deputy Minister may grant an employee a leave of absence with pay for six (6) months or less for special or compassionate purposes.

23.3.3 A leave of absence with pay may be granted for more than six (6) months upon the certificate of the Public Service Commission.

23.3.4 An employee shall be entitled to special leave of up to two (2) days per year to attend to unforeseen dependent and elder related care for the leave referenced in Article 23.3.1. For clarity, the parties agree this leave shall be granted so long as the employee has remaining special and compassionate leave under Article 23.3.1. The employee will attempt to give reasonable notice, where possible, in respect of any leave of absence under Article 23.3.4.

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

### 23.4 **Religious Accommodation**

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

### 23.5 **Leave for Outside Employment**

23.5.1 A Deputy Minister may grant an employee's request for a leave of absence with

pay and with accumulation of credits, or without pay and without accumulation of credits for up to one (1) year for the purpose of undertaking employment outside the OPS as follows:

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

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

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

## 23.6 **Military Leave**

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

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

## 23.7 **Jury or Witness Duty Leave**

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

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

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

one (1) calendar month.

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

**23.8 Bereavement Leave**

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

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

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

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

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

**23.9 Emergency Leave**

23.9.1 An eligible employee is entitled to up to ten (10) days leave of absence without pay in accordance with the Emergency Leave provisions of the *Employment Standards Act and Regulations*, as amended.

**23.10 Family Medical Leave**

23.10.1 An employee is entitled to up to eight (8) weeks leave of absence without pay in accordance with the Family Medical Leave provisions of the *Employment Standards Act and Regulations*, as amended.

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

24.1 In this Article,

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

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

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

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

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

24.2 **Pregnancy Leave:**

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

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

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

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

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

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

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



24.7 **Parental Leave:**

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

24.8 Parental leave may begin,

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

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

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

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

24.11 **Employment Insurance Top-up:**

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

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

- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification and shall also include any increases in salary that she would have attained had she been at work during the leave of absence as they are, or would have been implemented; and
- (b) for each week, up to a maximum of fifteen (15) additional weeks, payments

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equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee receives for the week and any other salary earned by the employee during the week, and ninety-three percent (93%) of the actual weekly rate of pay for her classification and shall also include any increases in salary that she would have attained had she been at work during the leave of absence as they are, or would have been implemented; and,

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

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

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

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

24.15

**Benefit Plans:**

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

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

24.16

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

24.17

**Pregnancy plus Parental Leave:**

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

24.18

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

24.19

**Extension of Parental Leave:**

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

24.20

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

24.21

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

- (a) the salary the employee was most recently paid by the Employer; or
- (b) the salary that the employee would be earning had the person worked

throughout the leaves of absence referred to in Articles 24.2, 24.7, 24.19 or 24.22.

- 24.22 An employee who has worked less than thirteen (13) weeks with the Crown and becomes the parent of a child shall be granted upon request a leave of absence without pay and without accumulation of credits and service, under discretionary leave provisions of Article 23.2 (Leaves of Absence), for up to the following periods:
- (a) fifty-two (52) weeks for an employee who would otherwise be eligible for pregnancy leave and parental leave under Articles 24.2 and 24.7; and,
  - (b) forty-three (43) weeks for an employee who would otherwise be eligible for parental leave and extended leave only, under Articles 24.7 and 24.19. If otherwise eligible, the employee is entitled to continue benefit coverage during the leave by paying both the employee's and the Employer's share of the premiums.

## **ARTICLE 25 - HEALTH AND SAFETY**

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

## **ARTICLE 26 - TECHNOLOGICAL CHANGE**

- 26.1 Where the Employer introduces technological change in either equipment or methods of operation which may result in the release of employee(s), the Employer shall notify the Association. Such notice will be provided in writing, no less than ninety (90) calendar days prior to the implementation of the technological change. This ninety (90) calendar day period shall not extend any other notice to be given under this Agreement and may run concurrently with any such other notice.
- 26.2 In order to minimize adverse effects of technological change on employees under Article 26.1, issues of reassignment and/or training of affected employees will be referred for resolution to the AMERC for ministry specific changes or to the ACERC for cross ministry or OPS wide changes.

## **ARTICLE 27 - JOB SECURITY**

### **27.1 Application**

- 27.1.1 This Article applies to all employees in the AMAPCEO bargaining unit.
- (a) Probationary employees shall have all rights under this Article, except bumping rights. Nothing in this Article shall be deemed to be a recognition of seniority or continuous service for probationary employees for other purposes.
- (b) Fixed term employees under the Agreement will have notice entitlements under the *Employment Standards Act* and be entitled to apply to restricted competitions under Article 27.11.9 for twenty-four (24) months after the date of layoff.

- 27.2 In Article 27, references to modules and functional groups (for purposes of targeted direct assignment and bumping) mean the modules and functional groups attached as Schedule 3.

### **27.3 Administrative Measures**

#### **27.3.1 Surplus Clearance**

All permanent and temporary vacancies in excess of nine (9) months must “clear surplus” corporately before they can be filled. However, after a job vacancy has cleared surplus until a job offer has been accepted, the vacancy shall remain available for targeted direct assignment purposes. For clarity:

- (a) a position will “clear surplus” when it has been posted for at least ten (10) working days prior to the established closing date, and the first subsequent

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twice monthly (first Friday or third Friday) targeted matching process under 27.8 has been completed in respect of that position.

For clarity, the types of temporary positions and assignments that must clear surplus before being filled include:

- (i) backfill assignments for leaves of absence for regular AMAPCEO unit employees, including extended educational leave, Long Term Illness Protection (LTIP) and Workplace Safety and Insurance Board (WSIB) benefit absences;
  - (ii) project assignments for non-recurring ministry programs or projects;
  - (iii) secondments, developmental opportunities and other training opportunities;
  - (iv) positions in the fixed term service and temporary agency contracts.
- (b) For clarity, the release from redeployment purposes of a permanent or temporary vacancy that has been submitted for clearance shall not occur until a job offer is accepted or the posting has been cancelled.

27.3.2 Permanent and temporary vacancies may be posted through recruitment in accordance with Article 18 and surplus clearance in accordance with Article 27.3.1, concurrently.

27.3.3 Where there is a temporary assignment of 9 months or less, and the employer extends it by 3 months or less, the temporary assignment will not have to clear surplus, regardless of whether its total length exceeds 9 months. However, where the employer extends a temporary assignment by greater than 3 months and such extension results in its total length exceeding 9 months, the assignment must clear surplus.

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

### 27.3.5 **ACERC / AMERC Reports**

Information shall be made available to AMAPCEO as part of the regular reporting to AMERC and ACERC on (1) all vacancies that have “cleared surplus” and (2) all AMAPCEO unit employees on either the current surplus list or the recall rights list.

27.3.5.1 Regular monthly reports of the information in (a) and (b) below will be made to the AMAPCEO Corporate office on a monthly basis in an electronic format agreed to by the parties such that the information can be sorted by Ministry. The Employer further agrees that AMAPCEO may provide to each of its AMERC Committees the information provided by the Employer but it will do so in respect of each Ministry alone and will not provide the information to other AMERCs.

- (a) permanent vacancies and temporary vacancies in excess of nine (9) months which are sent for corporate surplus for clearance. Report to include the position title, level, module, branch and location for the position; the date sent; the date cleared, filled by a surplus or recall employee or cancelled. If cleared, its clearance number and if cancelled, the rationale shall be reported.
- (b) temporary assignments that must clear surplus pursuant to Articles 27.3.1 and 27.3.3. Report to include the position title, level, module, branch, location, start and ending dates, extensions, corporate clearance number(s) if applicable; name of person filling the vacancy, their home position and home bargaining unit status
- (c) The reports in (a) and (b) above shall include all permanent and temporary vacancies that have received surplus clearance but have not been filled after three (3) months of the initial clearance and all permanent and temporary postings that have been cancelled in the reporting month.

#### 27.3.6 **Seniority Lists**

An OPS-wide seniority list and the relevant ministry/regional seniority list, including the employees' names, date of continuous service, ministry, level, module, job title location and region shall be maintained and posted (hard copy or electronic posting) in all work sites on a quarterly basis, with copies provided to AMAPCEO on a quarterly basis.

#### 27.3.7 **Employee Home Address**

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

#### 27.3.8 **Employee Form**

All new employees must complete an employee form within their probationary period. The employee form will be placed on the employee's personnel file.

Notwithstanding the above, the Employer shall require any employee that it has

reasonable grounds to believe may be declared surplus to complete an Employee form within six (6) days of receiving Notice of Layoff.

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

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

An Employee form will be deemed to include the qualifications and knowledge as identified in the employee's current position description for the purposes of Article 27.8 (Targeted Direct Assignment), unless otherwise modified by the employee.

27.3.10 As part of the Employee form the employee shall indicate what, if any, modifications to geographic parameters, as set out in Article 27.9.3, the employee will accept under Article 27.9.3. Such modifications will be treated as being within parameters for the purposes of bumping.

For purposes of both targeted direct assignment and bumping, the employee may advise the Employer in writing, at any time of his or her desire to update the employee portion of an Employee Form to reflect the acquisition of new or improved skills, knowledge and abilities, and/or change the geographic parameters. Such changes shall be implemented the day following receipt by the Employer of the updated employee portion of the Employee Form.

27.3.11 If an employee fails to complete the employee portion of an Employee Form by the end of the third month, the employee shall be deemed to have waived any right to bumping in the event that the employee is bumped by a more senior employee. In such cases, the employee may choose one of the same options available to a volunteer under Article 27.5.3 as specified in Article 27.5.4.

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

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

27.3.12.1.2 Where the employee's position is declared surplus while the employee is away on a leave of absence, the ministry shall notify the employee that his or her position has been declared surplus and inform the employee of the option to:



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

27.3.12.1.3 Where the employee's position is declared surplus while the employee is on a temporary assignment or secondment within the OPS, the home ministry has the option of:

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

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

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

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

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

- (a) If the employee bumps or is directly assigned to a new position before going on STSP/LTIP/WSIB, the accepting ministry must honour the leave of absence.

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

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

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

If the employee bumps or is directly assigned to a new position before going on the leave of absence, the accepting ministry must honour the leave of absence.

- 27.3.12.2.4 Where the employee's position is declared surplus before the beginning of a temporary assignment or secondment within the OPS (and before the employee is eligible for targeted direct assignment into a temporary assignment under the Agreement), the employee's surplus notice is put on hiatus during the temporary assignment and all redeployment activities cease, but the employee may continue to identify and be considered for vacancies under Article 27.8. This provision only applies where the temporary assignment or secondment is for more than six (6) months and is filled competitively.

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

27.3.13 **Job Trading Program**

The expanded Ontario Public Service Job Trading Program for Regular Employees, as described in the *Guide to the Ontario Public Service Job Trading Program* dated July 2008 shall continue.

27.3.14 **Eligibility for Employment Insurance**

The parties agree that all employees who accept a pay-in-lieu option under Article 27.7, including those employees who registered pursuant to Article 27.4, are doing so pursuant to a program of downsizing undertaken by the Employer and in so doing are preventing another employee from being laid off. Accordingly the Employer agrees to take all necessary steps to attempt to ensure that the Employment Insurance Commission recognizes that the entitlement to Employment Insurance of employees who are laid off and who take a pay-in-lieu of notice option qualifies as registered 'workforce reduction processes' under the *Employment Insurance Act*.

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

- 27.4.1 Every employee in the bargaining unit may register at any time in writing with their designated human resources contact, to be eligible to elect one of the same options available to a volunteer under Article 27.5.3 as specified in Article 27.5.4.

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27.4.2 Within ten (10) days following registration, the registrant's job shall be made available for targeted direct assignment, and shall be deemed to be a vacancy for the purpose of this Article.

27.4.3 The registration can be withdrawn by the registrant on written notice being received by the designated human resources contact.

27.4.4 The registrant shall be required to elect one of the same options available to a volunteer under Article 27.5.3 as specified in Article 27.5.4 where:

(a) the surplus employee is matched to the registrant's job, and;

(b) the surplus employee accepts the targeted direct assignment, and;

(c) the registrant's job was not withdrawn as per Article 27.4.3.

27.4.5 A registrant's job is available for targeted direct assignment to employees at the time they are declared surplus and throughout their notice period, under the rules set out in Article 27.8.

27.4.6 When the conditions of (a), (b) and (c) of Article 27.4.4 have been met, the last day of work for a registrant shall be five (5) days after confirmation of the targeted direct assignment of a surplus employee into the registrant's position, unless another date is mutually agreed upon.

27.4.7 Where the employee does not choose a specific option under Article 27.5.4, the employee shall be deemed to have chosen the pay-in-lieu option in Article 27.7.1(a).

27.5 **Layoff**

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

27.5.2 **Surplus Notice Alert**

Where one or more positions in a work unit will be declared surplus, all employees in the work unit will be provided with a written Surplus Notice Alert not less than six (6) days prior to the issuance of any notice of layoff. The Surplus Notice Alert will describe the work unit, the job functions to be reduced and the number of positions to be reduced.

- 27.5.3 The Surplus Notice Alert will also:
- (a) Offer the employees, whose positions are specifically identified for surplus, to exit the OPS with one of the options outlined in Article 27.5.4, if they plan to exit OPS and not seek a targeted direct assignment under Article 27.8 or a bump under Article 27.9.
  - (b) Invite all employees working in the affected job functions to volunteer to exit the OPS with one of the options outlined in Article 27.5.4. Volunteers to exit the OPS will be approved on the basis of seniority up to the numbers required. Volunteers not approved may register under Article 27.4.

27.5.4 Volunteers under Article 27.5.3 must respond to the Employer in writing within five (5) days of the issuance of the Surplus Notice Alert. The response must indicate which one of the following options the employee selects:

- (a) Pay-in lieu option under Article 27.7.1(a); or
- (b) Pay-in-lieu option under Article 27.7.1(b); or
- (c) Immediate retirement if eligible for a permanent pension factor (90, 60/20, Age 65) under the Public Service Pension Plan; or
- (d) Pension Bridging under 27.21, if eligible, to the employee's first permanent unreduced pension factor (90, 60/20, Age 65), under the Public Service Pension Plan.

For clarity, severance and enhanced severance under Articles 27.15 and 27.20 apply to options (a) through (d).

The Employer will respond in writing within five (5) days of receipt of an employee's request. An employee's last day at work will be five (5) days from receipt of the Employer's acceptance; however, this date may be extended upon agreement of the employee and the Employer.

27.5.5 For clarity, if an employee does not exit under Article 27.5.3, it will not affect or preclude his/her entitlement to any option if the employee subsequently receives a notice of layoff.

## 27.6 **Notice of Layoff**

27.6.1 An employee who is declared surplus shall be given not less than six (6) months notice in writing of the date of layoff. The notice shall advise the employee in writing of all options in accordance with Article 27.6.2. AMAPCEO shall be copied on all notices issued. A notice shall not be issued to an aboriginal employee or to an employee with a disability, as defined under the Ontario *Human Rights Code*,

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without the consent in writing of the employee's Deputy Minister. It is the employee's responsibility to self-identify to their designated human resources contact.

27.6.2 The notice of surplus will:

(a) Indicate that the employee has the following options:

(i) identifying a targeted direct assignment under Article 27.8 into vacancies for the remainder of the notice period, within the parameters described in Article 27.8.1; or,

(ii) accept a pay-in-lieu option as set out in Article 27.7.1

(b) indicate that if the employee fails to inform the designated human resources contact, in writing, within ten (10) working days of the receipt of the notice of his or her intention to accept one of the specific options listed, the employee shall be deemed to remain available for targeted direct assignment pursuant to Article 27.6.2(a)(i);

(c) inform the employee whether he or she is eligible for the pension bridging option under Article 27.21.

(d) indicate that if the employee opts to remain available for targeted direct assignment and if he or she has not been assigned to a vacancy through a targeted direct assignment by the end of fifth (5<sup>th</sup>) month from the receipt of notice of surplus, the Employer will identify the bumping option, if any, as described under Article 27.9

27.6.3 Where a surplus employee remains available for a targeted direct assignment, pursuant to Article 27.6.2(a)(i), the Employer shall provide the employee with:

(a) notification of all AMAPCEO unit vacancies through postings, e-mail, the Internet or other methods;

(b) reasonable time during working hours, without loss of pay or credits for transitional support activities (e.g. interviews, job search activities, identify targeted direct assignments, and retraining or counselling activities) and such time off will not be unreasonably withheld;

(c) reasonable ongoing access to office space and office equipment in the event that the employee's home position is eliminated before the end of the notice period.

27.6.4 Any notice required to be given under this Article shall be deemed to have been received by the employee on the day on which it is delivered in person. Otherwise,

the notice shall be sent to the last address of the Employee that is on record with the Employer and shall be sent by certified mail or another means whereby receipt of such notice is confirmed. Wherever possible, the notice shall be personally delivered by the Employer to the employee.

27.6.5 When an employee is to receive a notice of layoff, the Employer will notify AMAPCEO of the time and place of the Surplus Notice Alert and notice of layoff meeting.

27.7 **Pay-In-Lieu Option**

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

- (a) a lump sum of six (6) months' pay, plus severance as provided for in Article 27.15, and enhanced severance under Article 27.20, payable as soon as possible, but not later than three pay periods following acceptance of the pay-in-lieu option, in which case all salary and benefit entitlements which would have accrued to the employee from the last day worked to the layoff date are forfeited; or
- (b) continuance of salary plus benefits (except STSP and LTIP) commencing on the date set out in Article 27.7.3 for the duration of the notice period, plus severance as provided for in Article 27.15, and enhanced severance under Article 27.20 paid out at the layoff date.

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

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

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

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

- 27.7.6 Where an employee who accepts a pay-in-lieu option pursuant to this Article is reappointed to a position in the Ontario Public Service prior to the originally projected layoff date, the employee will repay to the Treasurer of Ontario a sum of money equal to the amount paid for the period between the date of reappointment and the original projected layoff date. The employee's continuous service date, for all purposes except severance, shall be deemed to include both service up to last day of work and the accumulation of service after the date of reappointment. The new continuous service date for severance purposes shall be the date on which the employee recommences work.
- 27.7.7 An employee who accepts a pay-in-lieu option pursuant to this Article shall forfeit any entitlements under the Surplus Factor 80 program, if any, pursuant to Article 27.19 (Surplus Factor 80).
- 27.8 **Targeted Direct Assignment**
- 27.8.1 An employee who has received notice of lay-off in accordance with this Article shall be assigned to a vacant position during his or her notice period provided that:
- (a) the employee identifies the vacancy in accordance with Article 27.8.3, and indicates that he/she has received notice of layoff and is eligible for targeted direct assignment; and
  - (b) the employee meets the entry level qualifications for the position; and
  - (c) the vacancy is at the same level of the employee's home position or any lower levels;
  - (d) there is no other AMAPCEO unit employee who has a greater length of continuous service and who is eligible for targeted direct assignment to the vacancy pursuant to this Article.
- 27.8.2 It is understood that the employee may identify a vacancy outside of the forty (40) kilometre radius from the surplus employee's existing permanent work location and that relocation expenses will not be paid.
- 27.8.3 In Article 27.8.3.1 – 27.8.4.1, "match date" means the first or third Friday of each month, whichever applies.
- 27.8.3.1 Where a vacancy has not cleared surplus, an employee may identify a vacancy that they would like to be assigned to prior to the closing date in accordance with the Employer's centralized corporate wide process, and may at the same time submit specific information to supplement the centrally held employee form through a supplementary employee form. If the employee identifies more than one position that has not cleared surplus, the employee shall rank their preferences, in numerical order prior to the match date. Employees may alter their numerical preferences,

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including withdrawing an identified vacancy, as they apply for subsequent positions but shall do so prior to the match date.

- 27.8.3.2 An employee may also identify a vacancy that they would like to be assigned that has cleared surplus and for which a job offer has not been accepted or any position on the Voluntary Exit Registry in accordance with the Employer's centralized corporate wide process, and may at the same time submit specific information through a supplementary employee form. The Employee must do so prior to the match date and must submit a single integrated list of ranked preferences for all vacancies identified including those that have not cleared surplus.
- 27.8.4 On the match date, the Employer shall, through a centralized corporate-wide process, undertake a targeted direct assignment matching process, using the most recent employee form held centrally and/or any specific information submitted in the supplementary employee form. This process shall be completed as soon as practicable. For certainty, the targeted direct assignment matching process undertaken is in respect of all vacancies identified prior to the match date. No matching of a vacancy to an employee who did not identify it prior to the match date shall take place until the subsequent match date.
- 27.8.4.1 The Employer shall assign the employee to the first position for which the employee is eligible, in accordance with the employee's ranked numerical preferences for vacant positions that the employee identified in accordance with Article 27.8.3.1 and 27.8.3.2. Where matches are available for more than one employee, the vacancy shall be assigned to the employee with the most seniority. If the employee fails to rank a position s/he has identified, the Employer shall first consider the position in order of ranked preferences, if any, and then shall consider positions in order of their chronological date of posting.
- 27.8.5 The Employer shall advise the employee within ten (10) working days of completing the targeted direct assignment matching process if s/he is directly assigned to the position. An employee shall be required to inform the Designated Human Resource Contact in writing within two (2) full working days of receiving notification of a targeted direct assignment whether the assignment will be accepted.
- 27.8.6 An employee who is directly assigned to a vacancy in accordance with this Article shall retain the current level of pay for the remainder of the notice period. Thereafter, if the position into which the employee is directly assigned is in a lower level, the employee shall retain his or her existing salary, if the maximum salary for the level is the same or higher than the employee's existing salary. However, if the maximum salary for the lower level is below the employee's existing salary, then the employee's salary shall be reduced to the maximum of the lower level.
- 27.8.7 The actual physical transfer of any employee who accepts a targeted direct assignment shall be carried out within a reasonable period of time following the



date on which the willingness to accept the assignment was indicated, subject to mutually agreed upon arrangements to delay the transfer.

27.8.8 When an employee who remains available for targeted direct assignment pursuant to Article 27.6.2(a)(i) refuses a targeted direct assignment to an AMAPCEO unit permanent position, the employee shall forfeit all further rights under Articles 27.8, 27.9, 27.10, 27.11 (with the exception of the right to apply to restricted competitions for a twenty-four month period) and Article 27.14.3 and 27.14.4 and shall either be laid off at the end of the notice period or take a pay-in-lieu option for the remainder of the notice period, under Article 27.7.4.

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

27.9 **Bumping**

27.9.1 If an employee has not been directly assigned in accordance with Article 27.8 by the end of the fifth (5<sup>th</sup>) month from the receipt of the notice of surplus, the Employer shall identify the bumping option, if any, for employees who are declared surplus and employees who are bumped by employees with greater seniority and have bumping rights. In identifying the bumping option, the Employer shall, in accordance with the ordering rules in Article 27.9.3, look for the permanent AMAPCEO unit position occupied by the least senior employee for which the surplus employee is qualified, based on the following criteria:

the employee

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

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

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

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- 27.9.3.1 The Employer shall identify the first available permanent AMAPCEO unit position, occupied by the least senior employee, according to the following ordering rules and the criteria under Article 27.9.1:
- (i) in the employee's current functional group and level, within 40 km of the current work location;
  - (ii) in the remaining functional groups of the employee's current module and level, within 40 km of the current work location;
  - (iii) in the modules of any prior positions held by the employee, within the same level of the employee's current position, within 40 km of the current work location;
  - (iv) in the employee's current functional group, one (1) level below the employee's current level, within 40 km of the current work location;
  - (v) in the remaining functional groups of the employee's current module one (1) level below the employee's current level, within 40 km of the current work location;
  - (vi) in the modules of any prior positions held by the employee, one (1) level below the employee's current level, within 40 km of the current work location;
- 27.9.3.2 Where an employee has modified his or her geographic parameters in Article 27.3.9 beyond 40 km, the search shall be carried out in accordance with the employee's modification under ordering rules in (i) to (vi) above, in the same descending order.
- The ordering rules set out above will be carried out sequentially until a bump is found or the search is exhausted.
- 27.9.3.3 The Employer shall declare surplus an employee who is bumped and shall determine the options under Articles 27.6.2 for that employee and provide the bumped employee with a notice under Article 27.6 as soon as practicable.
- 27.9.3.4 The first employee who is bumped by an employee exercising his or her right to bump under Article 27.9 will have bumping rights under 27.9 and 27.6.2 (e). The employee bumped by the first bumped employee will also have all their rights under Article 27, including bumping rights but the employee he or she subsequently bumps will have all rights under Article 27 but not bumping rights.
- 27.9.3.5 The Employee shall have five (5) days to notify the Employer whether he or she accepts a bump. Rejecting a bump does not affect any other rights under Article 27.

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- 27.9.3.6 Where an employee will be bumped as a result of Article 27.9, the Employer shall advise the employee in writing, with a copy to the Association, to complete an employee form no later than ten (10) days prior to the issuance of the employee's notice of layoff.
- 27.9.3.7 Where an employee in a multi-incumbent position will be bumped as a result of Article 27.9, the employees in the multi-incumbent position will be provided with a written Bump Notice Alert not less than ten (10) days prior to the issuance of any notice of layoff to an employee identified to be bumped.
- 27.9.3.8 The Bump Notice Alert will invite all employees working in the multi-incumbent position to volunteer to exit the OPS with one of the options outlined in Article 27.9.3.9. The volunteer to exit the OPS will be approved on the basis of seniority. The volunteers not approved may register under Article 27.4.
- 27.9.3.9 The volunteer under Article 27.9.3.8 must respond to the Employer in writing within five (5) days of the issuance of the Bump Notice Alert. The response must indicate which one of the following options the employee selects:
- (a) Pay-in lieu option under Article 27.7.1(a); or
  - (b) Pay-in-lieu option under Article 27.7.1(b); or
  - (c) Immediate retirement if eligible for a permanent pension factor (90, 60/20, Age 65) under the Public Service Pension Plan; or
  - (d) Pension Bridging under 27.21, if eligible, to the employee's first permanent unreduced pension factor (90, 60/20, Age 65), under the Public Service Pension Plan.
- For clarity, severance and enhanced severance under Articles 27.15 and 27.20 apply to options (a) through (d).
- The Employer will respond in writing within five (5) days of receipt of an employee's request. An employee's last day at work will be five (5) days from receipt of the Employer's acceptance; however, this date may be extended upon agreement of the employee and the Employer.
- 27.9.4 An employee who bumps into a position in a lower level shall retain his or her existing salary if the maximum for the level into which the employee is bumping is the same or higher than the employee's existing salary. However, if the maximum salary for the lower level is below the employee's existing salary, then the employee's salary shall be reduced to the maximum of the lower level.
- 27.9.5 The actual physical transfer of any employee who is exercising bumping rights shall be carried out forthwith but not later than the end of the notice period. Where the

physical transfer of an employee pursuant to this article will occur prior to the bumped employee receiving a notice of layoff, the employer shall provide the bumped employee with at least one (1) day advance notification that they have been identified as an employee to be bumped.

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

27.10 **Targeted Direct Assignments into Temporary Vacancies**

27.10.1 Surplus employees shall be eligible for targeted direct assignment into temporary assignments identified under Article 27.3.1 in the last two (2) months of their notice, in the same manner set out in Article 27.8, and the same rules, criteria and procedures as set out in Article 27.8 will apply.

Where more than one (1) surplus employee match the temporary assignment, the employee with greater seniority shall be offered the temporary assignment.

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

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

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

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

27.10.6 Where a surplus employee accepts a temporary assignment under Article 27.10, it shall be considered to be a hiatus in their notice period under Article 27.6 for the duration of their temporary assignment and all redeployment activities cease. Notwithstanding this hiatus, the employee may continue to identify and be considered for vacancies under Article 27.8. At the end of the temporary assignment or secondment, the balance of the notice period, as well as all redeployment activities shall resume; however, the original temporary assignment may be extended by a maximum of three (3) months.

27.10.7 Where an employee in a temporary assignment is directly assigned to a permanent vacancy, the reporting date to the permanent position shall be no later than one (1)

month from the date of offer, unless otherwise mutually agreed upon with the employee, the ministry with the permanent vacancy and the ministry with the temporary assignment.

- 27.10.8 When a temporary assignment takes place, the employee shall not be unreasonably denied the opportunity to complete any portion of training already underway.
- 27.10.9 Surplus employees who refuse a temporary assignment shall continue to be eligible for targeted direct assignment into permanent vacancies for the duration of their surplus notice period, but not for further temporary assignments.
- 27.10.10 Ministries are encouraged to use temporary assignments of less than nine (9) months in duration for surplus employees either for retraining purposes or to extend employment when targeted direct assignment to a permanent vacancy or to a temporary assignment of greater than nine (9) months in duration is not possible.

27.11 **Laid Off AMAPCEO Unit Employees**

- 27.11.1 A laid off employee (excluding those who have forfeited their rights by refusing a targeted direct assignment pursuant to Article 27.8.8) shall have recall rights in accordance with seniority for a period of twenty-four (24) months from the date of layoff.
- 27.11.2 A laid off employee is entitled to identify vacant positions for targeted direct assignment in the same manner as set out in Article 27.8, and the same rules, criteria and procedures as set out in Article 27.8 will apply.
- 27.11.3 Where a person who has been laid off is directly assigned to a vacancy under this Article, the employee will be reappointed at his or her former salary.
- 27.11.4 Employees who are laid off and subject to recall shall keep the Employer informed of any change of address and/or telephone number. Such changes must be sent to the designated Human Resources contact.
- 27.11.5 Where an employee who has been laid off is assigned to a position under this Article, the Employer shall serve written notice of such assignment to the last address filed with the Employer. Written notice shall be sent by certified mail or another means whereby receipt of such notice is confirmed by the deliverer.
- 27.11.6 Laid-off employees assigned under this Article must accept the notice of recall and report for duty within the time limits stipulated below:
- (a) the employee must accept the recall, in writing to the Employer representative specified in the notice within seven (7) days of receipt of the written notice;

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- (b) an employee accepting recall shall report for duty within two (2) weeks of receipt of the recall or on such later date specified in the notice, unless another date is mutually agreed upon.

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

- (a) the date upon which the employee fails to report for duty having accepted an assignment in accordance with this Article; or,
- (b) the date upon which the employee does not accept an assignment in accordance with Article 27.8.; or,
- (c) the date upon which the employee is successful in being appointed to an advertised permanent position within the OPS; or,
- (d) twenty-four (24) months from the date of lay off.

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

27.11.9 Laid-off employees are entitled to apply to restricted competitions within the OPS for twenty-four (24) months from the date of layoff.

27.11.10 The Employer shall provide recall employees with the same notifications and access to information referred to in Article 27.6.3.

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

27.12 **Determination of an Employee's Ministry for Purposes of this Article**

27.12.1 The following provisions shall be used to modify the identification of an employee's ministry for all purposes under this Article:

- (a) Where the human resource services for a ministry/agency are provided by another ministry, surplus AMAPCEO unit employees in this first ministry/agency will be treated as if they were employees of both ministries for the application of all bumping and targeted direct assignment rights.
- (b) Where there is an integration of functions, responsibilities or positions across ministries that results in employees' positions being declared surplus, all employees affected by any such change shall be treated as if

they were all in the same work unit for purposes of Article 27.5.1.

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

Where an employee has been acting away from his or her home position for two (2) years or more, parameters for targeted direct assignment purposes only (not for bumping or pay-in-lieu options) shall be based on the level of the current acting position, unless that level is lower than the employee's home position.

27.14 **Labour Adjustment & Training**

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

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

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

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

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

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

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

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

27.15 **Severance Entitlements**

27.15.1 The severance entitlement of employees pursuant to this Agreement shall consist of the entitlement to severance as provided for in the existing *Public Service of Ontario Act, 2006*, Management Board of Cabinet Compensation Directive, August 20, 2007, sections 60 to 68, which are hereby incorporated by reference into this Article.

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

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

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

27.16 **Dispute Resolution**

27.16.1 Disputes arising out of the application, interpretation and administration of Article 27 will be resolved pursuant to the procedure set out below.

27.16.2 Any complaint concerning Article 27 may be referred by either party to the Article 27 Committee composed of a minimum of three (3) representatives of each party, and a maximum of five (5). The complaint shall be referred within sixty (60) 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(s), in the case of individual or group disputes, or the Association, in the case of an Association dispute, or the Employer in the case of an Employer dispute. The Committee shall have Employer and Association co-chairs. Each party shall have one (1) vote on the Committee. Any complaint shall be in writing and shall be delivered to the Employer Co-Chair in the case of an AMAPCEO complaint, and the AMAPCEO Co-chair in the case of an Employer complaint. The committee shall meet as often as necessary to attempt to resolve complaints equitably and expeditiously. The Article 27 Committee will be a subcommittee of ACERC.

27.16.3 The bargaining unit members of the Committee shall be entitled to time off with pay and no loss of credits for meeting time and reasonable preparation and travel time for the work of the Committee and mediation/arbitration. Such time off will not be unreasonably denied as long as proper notice is given.



27.16.4 If the Committee is unable to resolve any matter within five (5) working days of the delivery to the Co-chair, or earlier by mutual agreement, either party may refer the matter to arbitration in accordance with Article 15.4 and Article 15.11. More than one (1) matter at a time may be referred to arbitration.

27.16.5 If AMAPCEO makes a written request with respect to a specific position, the Employer will provide the Committee with an explanation of:

- (a) the Employer's decision that the employee did not meet the entry level qualifications to be assigned to a specific position in accordance with Article 27.8; or
- (b) the Employer's decision that an employee was not qualified to bump into a specific position in accordance with Article 27.9.

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

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

- (a) In Article 27.8, when identifying the vacancies into which the surplus regular part time employee could be assigned, the Employer shall use the same criteria for identifying possible vacancies as are used for full-time employees.
- (b) In Article 27.9, when identifying the bumping option for the surplus regular part-time employee, the Employer shall look for regular part-time positions within the ordering rules.
- (c) A regular part-time employee who refuses a targeted direct assignment to an AMAPCEO unit regular part-time permanent position shall forfeit all further rights under Article 27.8, 27.10, 27.11 (with the exception of the right to apply to restricted competitions for a twenty-four month period) and Article 27.14.3 and 27.14.4 and shall either be laid off at the end of the notice period or take a pay-in-lieu option for the remainder of the notice period under Article 27.7. However, a regular part-time employee who refuses a targeted direct assignment to an AMAPCEO unit full-time permanent position shall not forfeit any rights under the job security provisions of this Agreement.

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

27.18.1 Sale of a Business

27.18.1.1 The parties agree that if there is a “sale of a business” as defined in the Labour Relations Act, 1995, section 69, this determination will trigger the application of this article.

Where there is a sale of a business, it is agreed that:

- (a) Article 27.18.2 (Reasonable Efforts) will not apply;
- (b) The obligations of the Employer to employees within the AMAPCEO bargaining unit who are affected by the sale shall be modified as set out in Article 27.18.1.2; and
- (c) The Employer shall indicate this in the request for proposal or the transfer agreement, whichever is applicable, and provide a copy of such document to the Association in a timely manner.

27.18.1.2 Obligations of the Employer to Employees Affected by the Sale

Where a transaction is a sale of a business, the parties agree that the Employer shall have the following obligations to employees within the AMAPCEO bargaining unit affected by the sale:

- (a) The employment of employees who are transferred to the successor employer is not terminated or severed and the service and seniority of such employees shall be carried over to the successor employer. The Employer shall not be liable to any employees who are transferred to the successor employer for any payment of termination or severance pay, or any other entitlements or obligations under the Collective Agreement between the Employer and the Association.
- (b) Affected employees who do not receive a job offer or who refuse a job offer from the successor employer will be surplus as a result of the sale subject to the terms of the Collective Agreement between the Employer and the Association and shall have all the rights of surplus employees.
- (c) Affected employees who refuse a job offer and accept employment with a successor employer within twelve (12) months of the date of transfer of employees will repay to the Crown any and all payments received under 27.18.1.2(b).
- (d) Where job offers are obtained any affected employee shall have a period of ten (10) working days to accept or reject an offer of employment. An

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employee who does not respond within the ten (10) working days will have been deemed to reject the job offer. All job offers will prominently display the requirement to respond within ten (10) working days.

- (e) The Employer will provide advance notice as per the provisions of the Collective Agreement of the date of the sale to affected employees and the Association.

### 27.18.1.3 Dispute Resolution

Nothing in this agreement limits any rights that the Association may have to make an application to the Ontario Labour Relations Board with respect to a sale of a business under s. 69 of the Labour Relations Act, 1995, and to the GSB for matters that fall under the Collective Agreement.

### 27.18.1.4 Treatment of the Public Service Act and the Public Service of Ontario Act References in the Collective Agreement

The parties agree that, although the Public Service of Ontario Act will no longer apply to employees following a transfer to a successor employer, all entitlements under the Public Service of Ontario Act or the applicable provisions of the Management Board of Cabinet Compensation Directive specifically referenced in the Collective Agreement will continue to apply. This understanding shall be communicated in writing to any successor employer.

### 27.18.2 Reasonable Efforts

Where the Employer takes the position that the disposition or transfer of bargaining unit functions or jobs is not a sale of a business, the following provisions shall apply:

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

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

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- 27.18.2.3 Employees who are made an offer pursuant to this Article but do not accept the offer, or who are not made an offer, shall have all their rights under the Agreement.
- 27.18.2.4 Where an operation or part thereof is being disposed of, and the Employer has determined that an opportunity for tendering or bidding is warranted, employees shall be given the opportunity to submit a tender or bid on the same basis as others.
- 27.18.2.5 The obligations of the employer concerning reasonable efforts and employee bidding set out in Articles 27.18.2.1 to 27.18.2.4 inclusive shall be deemed to have been satisfied provided that:
1. In respect of the transfers of bargaining unit jobs or functions as a result of transfers due to tendering or a Request for Proposal (RFP) the Employer shall include in all RFPs or tenders relating to those transfers a mandatory requirement that proponents must commit in their proposals to make job offers to all of the regular AMAPCEO employees the employer determines will be declared surplus as a direct result of the disposition or transfer of their jobs under the RFP or tender. Such job offers shall be at a salary of at least 85% of the respective employee's salary at the time of the RFP or tender and recognize the service in the Ontario Public Service of each employee for the purposes of qualification for vacation, benefits entitlements and other terms and conditions of employment except for pension to the extent that they are provided in the proponent's workplace. Job offers shall not include any probationary period. Proposals that do not satisfy the above mandatory requirement will be disqualified.
  2. The employer will offer the prospective new employer a financial incentive equal to the amount that would have been payable as enhanced severance pay to a regular employee, in order to secure or improve a job offer for the employee.
  3. The employer shall include in the RFP or tender the statement that employees may bid on the same basis as others.
- 27.18.2.6 The parties agree that an offer made at the point of transfer will not require an employee to accept a loss of his/her common law employment rights with respect to subsequent unilateral changes to terms and conditions of employment made by the new employer.
- 27.18.2.7 The employer will continue to direct ministries to review criteria included in tenders for the purpose of minimizing unnecessary barriers to employee bidding.
- 27.18.2.8 Where job offers are obtained any affected employee shall have a period of ten (10) working days to accept or reject an offer of employment. An employee who does not respond within the ten (10) working days will have been deemed to reject the job offer. All job offers will prominently display the requirement to respond within

ten (10) working days.

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

27.19 **Surplus Factor 80**

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

- (a) The employee's age plus pension credit totals 80 years on or before employment ceases; and,
- (b) The employee ceases employment upon the date of lay off specified in his or her Notice of Lay Off. All or part of the employee's Termination Payments under Article 38 may be converted to and received as paid leave, in order to extend service beyond the employee's lay off date. In such case the employee must cease employment at the end of the paid leave period; and,
- (c) The employee must make his or her written election to retire under this paragraph within ten (10) days of receiving his or her Notice of Lay Off and the Employer must receive that election within the same ten (10) days; and,
- (d) Once the employee has met all other eligibility requirements and is able to access Surplus Factor 80, then the employee must forfeit all other surplus entitlements including but not limited to pay-in-lieu of notice, recall and enhanced severance pay.
- (e) the employee must have received notice of layoff by March 31, 2014, and;
- (f) the employee must have been laid off:

because he or she had not been assigned to a permanent position within his or her six month notice period subject to and in accordance with Article 27.8 (Targeted

Direct Assignment) or because he or she had accepted and was assigned into a temporary vacancy in accordance with Article 27.10 (Targeted Direct Assignments into Temporary Vacancies), but had not obtained an assignment to a permanent vacancy within his or her notice period;

and

because no targeted direct assignment to a permanent position has been found.

The Plan sponsor agrees to take steps to amend the Public Service Pension Plan in an expeditious manner to provide for the extension of the Surplus Factor 80 window for those employees as described herein. This arrangement meets the requirements of the Public Service Pension Plan, including compliance with legislation governing the Public Service Pension Plan.

The Employer confirms that any costs arising out of the extension of the Surplus Factor 80 program to the employees covered by this collective agreement shall be exclusively borne by the Employer. No costs shall accrue to the members as a result of the extension of the Surplus Factor 80 program.

For clarity, any part of a notice period provided under Article 27.6, or any part of a pension bridging option period under Article 27.22 may occur beyond March 31, 2014, without affecting the employees' eligibility.

**27.20 Enhanced Severance**

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

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

**27.21 Pension Bridging Option**

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

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- (a) the six (6) month notice period;
- (b) the number of weeks of paid leave of absence that the employee's legislated severance can be converted into under the current provisions of the *Public Service of Ontario Act, 2006*, Management Board of Cabinet Compensation Directive, August 20, 2007, section 68; plus
- (c) a maximum of two (2) years leave of absence without pay, but with continued accrual of pension credits

would bring the employee to the next earliest date on which he or she could exercise an actuarially unreduced pension option under the Public Service Pension Plan. Article 27.21.4 provides details on the pension bridging option.

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

27.21.3 The Employer agrees to make any necessary changes to the pension plan and/or the *Public Service of Ontario Act, 2006*, Management Board of Cabinet Compensation Directive, August 20, 2007, in as expeditious a manner as is possible.

27.21.4 Details on Pension Bridging Option

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

- (a) determine the total amount of time from the date on which the employee receives the surplus notice that is needed for the individual to reach the next earliest of his or her actuarially unreduced pension options and, from that amount, subtract:
  - i) the employee's six-month notice period; and
  - ii) the number of weeks of paid leave of absence that the employee's legislated severance can be converted into under the existing provisions of the *Public Service of Ontario Act, 2006*, Management Board of Cabinet Compensation Directive, August 20, 2007, section 68.
- (b) the remainder, to the extent that it is no more than two (2) years, shall be available as a leave of absence without pay but with continued accrual of pension credits. During the leave without pay, employees may choose to purchase all benefit coverage with the exception of STSP and LTIP.

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

- (a) the unpaid leave of absence, the maximum length of which is determined in accordance with Article 27.21.4.1(b) above, shall be taken first. During this leave of absence, in lieu of the employee's pension contributions being made directly by the employee, the employee's right to enhanced severance under Article 27.20 shall be reduced by an equivalent amount, which the Employer shall pay into the pension plan and the Employer contributions shall also be paid into the pension plan;
- (b) the leave of absence with pay equal to the employee's number of weeks of legislated severance shall be taken after the leave without pay in Article 27.21.4.2 (a). During this leave of absence the employee's pension contributions shall be deducted from the employee's biweekly payments;
- (c) at the conclusion of the leave of absence with pay the employee shall return to complete whatever portion of the six-month notice period remains. At the end of this period the employee:
  - (i) shall retire;
  - (ii) shall receive the enhanced severance, reduced by an amount equivalent to his or her pension contributions for the unpaid leave of absence; and
  - (iii) shall be entitled to exercise his or her right to an actuarially unreduced pension.

## **ARTICLE 28 - RELOCATION OF POSITION**

- 28.1 This Article applies only when the Employer changes the location of a position(s).
- 28.2 The Association AMERC Co-Chair will be advised of the relocation of a position(s) prior to notification to the affected employee(s).
- 28.3 **Relocations of 40 Kilometres or Less**
- 28.3.1 When the Employer relocates an employee's position to a work place which is forty (40) kilometres or less from his or her current workplace, the employee shall be given written notice as soon as possible after the decision has been made.
- 28.4 **Relocations Greater Than 40 Kilometres**
- 28.4.1 Article 28.4 will apply only where the Employer relocates an employee's position to a work place which is greater than forty (40) kilometres away from the current work place.



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

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

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

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

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

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

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

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

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

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

## ARTICLE 29 - HOLIDAYS

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

## ARTICLE 30 - VACATION

- 30.1 Effective January 1, 2015, an employee shall earn vacation credits at the following rates:
- (a) One and three quarters (1 3/4) days per month during the first eight (8) years of continuous service (twenty-one (21) days per full calendar year);
  - (b) Two and one sixth (2 1/6) days per month after eight (8) years of continuous service (twenty-six (26) days per full calendar year);
  - (c) Two and three fifths (2 3/5) days per month after fifteen (15) years of

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continuous service (thirty-one (31) days per full calendar year);

- (d) Three (3) days per month after twenty-six (26) years of continuous service (thirty-six (36) days per full calendar year);
- (e) Where an employee has completed twenty-five (25) years of continuous service in the public service, there shall be added to the employee's accumulated vacation, on that occasion only, five (5) days vacation.

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

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

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

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

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

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

30.7 Where an employee is prevented from reducing his or her accumulated credits under Article 30.6 as a result of,

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

the employee's Deputy Minister shall grant to the employee, at his or her request, a leave of absence with pay to replace the vacation credits.

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- 30.8 An employee commencing employment during the year shall be credited at that time with vacation credits calculated in accordance with Article 30.1, for the balance of the calendar year.
- 30.9 An employee with the approval of his or her manager or designee, may take vacation to the extent of his or her vacation entitlement and his or her accumulated vacation credits shall be reduced by the vacation taken. Such approval will be subject to operational requirements, but, it is also agreed that such approval will not be unreasonably withheld.
- 30.10 An employee who completes twenty-five years of continuous service on or before the last day of the month in which the employee attains sixty-four years of age is entitled, after the end of that month, to five days of pre-retirement leave with pay.
- 30.11 Where an employee leaves the public service prior to the completion of six months of continuous service, he or she is entitled to vacation pay at the rate of 4 per cent of the earnings of the employee during the period of his or her employment.
- 30.12 An employee who has completed six or more months of continuous service in the public service shall be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date he or she ceases to be an employee.
- 30.13 An employee who has completed six or more months of continuous service in the public service is entitled, upon request by the employee, to be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date on which he or she qualifies for payments under the Long Term Income Protection plan.
- 30.14 Where an employee ceases to be an employee, there shall be deducted from the employee's accumulated vacation credits an amount in respect of the whole months remaining in the year after the person ceases to be an employee computed at the rate set out in Article 30.1.
- 30.15 Vacation taken in excess of the vacation credits to which an employee is entitled on the date the employee ceases to be an employee shall be deducted from the amount paid to the employee under Article 38 (Termination Payments) and Article 40 (Entitlement on Death) and from any salary to which the employee may be entitled.
- 30.16 As soon as practicable following the end of each quarter of the year, information regarding the number of vacation and other credits to which he or she is entitled shall be made available to each employee directly or where the information is available to the employee electronically, this shall be sufficient.

## **ARTICLE 31 - BENEFIT PLANS FOR FULL TIME EMPLOYEES**

### **31. Benefits - General**

- 31.1 “Benefit Plans” in Articles 31-36 means the Basic Life Insurance Plan, the Supplementary & Dependent Life Insurance Plan, the Supplementary Health and Hospital Insurance Plan, (including vision and hearing aid coverage), the Dental Plan, and the Long Term Income Protection Plan in force as of September 1, 1997 with the Great West Life Assurance Company or any successor Plan.
- 31.2 Subject to the provisions of this Agreement, the benefits contained in the Benefit Plans as they were constituted on September 1, 1997 shall be provided to full time employees on the same terms and conditions as were in place on September 1, 1997. These benefits and terms and conditions may only be altered by mutual agreement of the parties.
- 31.3 During leaves-of-absence with pay, full benefit coverage will continue. The Employer and employee will continue to pay the applicable premiums.
- 31.4 During pregnancy and parental leave, an employee who participates in any Benefit Plan may continue to do so unless he or she elects in writing not to do so. Unless an employee gives the Employer this written notice, the Employer and the employee shall continue to pay the applicable premiums.
- 31.5 The benefits contained in the Benefit Plans are supplemented by the provisions of Articles 32 - 36. Where a conflict exists between the provisions of a Benefit Plan and this Agreement, the provisions of this Agreement shall prevail.
- 31.6 Where an existing OPS employee permanently moves into or from a position not covered by a Benefit Plan (as defined in Article 31.1) coverage for Basic, Supplementary and Dependent Life Insurance shall continue without there being any requirement for the employee to provide evidence of insurability. In addition, in the case of a bargaining unit employee moving to a permanent position not covered by the Benefit Plans, coverage under the Benefit Plans shall cease on the date on which coverage under any new insurance plan covering the employee in the new permanent position commences. In the case of existing OPS employees moving into a permanent position covered by the Benefit Plans, coverage shall commence on the date on which coverage under any previous insurance plans ceases.
- 31.7 Employees are entitled to a full explanation from the Carrier(s) when claims are refused under a Benefit Plan.
- 31.8 Family coverage for the following benefits shall include coverage for same sex partners; Supplementary and Dependant Life Insurance (Article 33), Supplementary Health and Hospital Insurance (Article 34), Dental Plan (Article

35).

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

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

### **32.1 Composition of Committee**

The Joint Benefits Committee shall be composed of an equal number of representatives from the Employer and from the Association, with up to six (6) representatives in total. At meetings of the Committee, each party may be accompanied by an actuary or other resource persons to provide technical advice and counsel.

### **32.2 Duties of Committee**

32.2.1 The duties of the Committee shall consist of the following:

- (a) Resolve communications issues regarding the Benefit Plans insofar as they affect AMAPCEO Unit employees;
- (b) Review the performance of the Carrier(s) regarding claims of the Benefit Plans insofar as they affect AMAPCEO unit employees;
- (c) Ensure that benefits information summarizing all employee benefits, is made available to all employees. The Employer shall cover all costs related to the provision of this information.
- (d) Meet and review annually the financial experience of the Plans, including all financial reports ordinarily provided to the Employer by the Carrier(s);
- (e) Meet monthly or as required to review and make decisions on complaints or differences involving the denial of benefits provided under the Benefit Plans to an individual, when such issues have not been resolved through the existing administrative procedures.

### **32.2.2 Claims Review**

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

32.2.2.2 Where a claim dispute, and/or Committee related procedural issues, cannot be resolved by consensus of the Committee, the parties will be joined by a seventh

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member who shall be a mutually agreed upon independent third party. The selection of the independent third party shall be made on agreement of the parties from the GSB Roster provided for under the collective agreement.

- 32.2.2.3 The Committee, with signed authorization from the employee, shall be entitled to full disclosure from the Carrier(s) when claims are refused under a Benefit Plan.
- 32.2.2.4 Appropriate impartial medical consultants shall be available to the committee in an advisory capacity to provide information on the nature of specific illnesses or disabilities.
- 32.2.2.5.1 The fees and expenses of the medical consultants referred to in this Article and the independent third party referred to in this Article shall be divided equally between the Employer and the Association.
- 32.2.2.6 The Employer shall provide relevant information on the claim denial to the Committee for its consideration.
- 32.2.2.7 The independent third party shall have the powers of a Vice Chair of the Grievance Settlement Board under the *Crown Employees Collective Bargaining Act*. He or she shall adopt such procedures as he or she considers appropriate in the circumstances having regard to the nature of the dispute, the need for a fair process of dispute resolution, and the desirability of ensuring the resolution of the dispute in an expeditious and informal manner. This may include limiting the nature and extent of the evidence; determining the manner in which the complaint shall be resolved, with or without an oral hearing; and imposing such other conditions as he or she considers appropriate.
- 32.3 The Carrier(s) shall provide additional information for the Committee's consideration as may be reasonably requested by a member of the Committee.
- 32.4 Membership on the Committee shall be for a one (1) year period, and is renewable at the discretion of the nominating party. The term of the independent third party shall be for as long as the terms and conditions of this Agreement continue, unless the parties determine otherwise.
- 32.5 Decisions of the committee or, where the Committee cannot reach consensus, decisions of the independent third party referenced in Article 32.2.2 are final and binding on the Employer, the Association, the employees and the Carrier.
- 32.6 Leaves of absence with no loss of pay and no loss of credits shall be granted to a member of the Association who participates in meetings of the Joint Benefits Committee provided that no more than three (3) employees at one time shall be permitted such leave. Leaves of absence granted under this Article shall also include reasonable travel time.

**ARTICLE 33 - LIFE INSURANCE**

- 33.1 The Employer shall pay one hundred percent (100%) of the monthly premium for basic life insurance coverage for full time employees covered by this Collective Agreement.
- 33.2.1 Employees, at their option, are entitled to purchase supplementary and/or dependent life insurance. Employees must pay the full premium for this coverage. Spousal life insurance choices are from \$10,000 to \$200,000 and dependent child life insurance choices are \$1,000, \$5,000, \$7,500 or \$10,000.
- 33.2.2 Supplemental life insurance will terminate at the earlier of the end of the calendar month in which employment ceases, or the date the employee ceases paying the premium for supplementary life insurance.
- 33.2.3 Dependent life insurance will terminate at the earlier of the end of the calendar month in which employment ceases, or the date a dependent ceases to be an eligible dependent, or the date the employee ceases paying the premium for dependent life insurance.
- 33.3 Where on termination of employment there is a right to convert life insurance into another form of life insurance policy, the Employer shall advise all terminating employees of their right to make this conversion in writing prior to the employee's last day of employment.

**ARTICLE 34 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE**

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

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



34.2

The Supplementary Health and Hospital Insurance Plan shall include reimbursing employees for the following eligible expenses:

- (a) Effective January 1, 2015, ninety percent (90%) of the cost of all prescription drugs that by law require a physician's prescription, including injectable drugs, and medicines prescribed by a licensed physician or other licensed health professional who is legally authorized to prescribe such drugs, and dispensed by a licensed pharmacist or by a physician legally authorized to dispense such drugs and medicine. Provided that a generic drug is listed in the Canadian Pharmaceutical Association Compendium of Pharmaceuticals and Specialities, reimbursement for drugs covered by the Plan will be based on the cost of the lowest priced generic version of the drug unless the prescribing physician or health professional stipulates no substitution, in which case the reimbursement will be based on the cost of the drugs prescribed. Reimbursement of prescription drugs will include a three dollar (\$3) deductible per prescription to be paid by the employee.
- (b) Reimbursement for hospital care for private or semi-private room and board shall be up to one hundred and twenty dollars (\$120.00) per day beyond the cost of standard ward care.
- (c) Effective January 1, 2015, one hundred percent (100%) of the cost of diagnostic procedures. For the purposes of this section "diagnostic procedures" shall comprise diagnostic laboratory or X-ray procedures, excluding eye examinations, conducted in a licensed laboratory when prescribed by a registered physician for the purposes of obtaining a medical diagnosis.

For clarity, coverage shall not apply in respect of claims for diagnostic procedures that are:

- i) elective; or
  - ii) conducted for research, study or experimental purposes.
- (d) vision and hearing aid coverage shall include reimbursing employees for the following, subject to a ten dollar (\$10) deductible per person per calendar year, to a maximum of twenty dollars (\$20) per family per calendar year. Vision and hearing aid coverage shall be reimbursed:
- up to three hundred and forty dollars (\$340.00) per person in any consecutive twenty-four month period following the date the expense is incurred, for the purchase, fitting or repair of spectacle lenses, frames or contact lenses prescribed by an Ophthalmologist or Optometrist, or laser eye correction surgery performed by a licensed practitioner providing services within the scope of their license.

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- Effective January 1, 2015, the Supplementary Health and Hospital Plan shall provide for the reimbursement of the cost of one routine eye examination every twenty four (24) months independent of the vision care maximum. For clarity, the twenty four (24) month period shall, for each employee, commence from the last date the employee had a routine eye examination.
  - Effective January 1, 2015, up to twelve hundred dollars (\$1200.00) per person in any four (4) year consecutive period (whether prior to or after January 1, 2015) for the purchase and/or repairs of hearing aids (excluding batteries) prescribed by a physician certified as an otolaryngologist or by a qualified audiologist
- (e) paramedical services include the following coverage per employee and each of their dependants:
- (i) the services of an acupuncturist, at the rate of thirty-five dollars (\$35) per visit, to an annual maximum of twelve hundred dollars (\$1200);
  - (ii) the services of a speech therapist, at the rate of forty dollars (\$40) per half hour, to an annual maximum of fourteen hundred dollars (\$1400);
  - (iii) the services of a chiropractor, osteopath, naturopath, podiatrist, chiropodist, physiotherapist and masseur, if licensed and practising within the scope of their license to a maximum of thirty-five dollars (\$35) per visit for each visit not subsidized by OHIP and to an annual maximum of twelve hundred dollars (\$1200) for each type of service.
- (f) the services of a psychologist, at the rate of forty dollars (\$40) per half hour, to an annual maximum of fourteen hundred dollars (\$1400). Coverage shall also include services rendered by a social worker with a Master's Degree in Social Work, where such services are equivalent to the services that would otherwise be provided by a psychologist;
- (g) Effective January 1, 2015, Orthopaedic Shoes: Custom-made orthopaedic shoes, or modifications to stock, off-the-shelf orthopaedic shoes, specifically designed and constructed for the employee or dependent (or have been modified to accommodate the person's particular medical needs) when prescribed by a physician, podiatrist or chiropodist are covered at seventy-five percent (75%) of the cost or repair of one (1) pair per calendar year to a maximum of five hundred dollars (\$500) per year;

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- (h) Effective January 1, 2015, Orthotic Appliances: Corrective shoe inserts specifically designed and constructed for the employee or dependent and prescribed by a physician, chiropractor, podiatrist or chiropodist are covered at one hundred percent (100%) of the cost or repair of one (1) pair per year to a maximum of five hundred dollars (\$500) per calendar year;
- (i) Effective January 1, 2015 the Supplementary Health & Hospital Plan will be amended to include coverage for Diabetic Pumps and Supplies as follows:
  - (i) Purchase of Insulin Infusion Pumps to a maximum of two thousand dollars (\$2,000) any 5 consecutive years (whether prior to or after January 1, 2015) per person.
  - (ii) Purchase of Insulin Jet Injectors (eg. Medi-injectors, preci-jets) to a lifetime maximum of one thousand dollars (\$1,000).
  - (iii) Purchase and/or repair of one Blood Glucose monitoring machine per any consecutive four (4) year period (whether prior to or after January 1, 2015) to a maximum of four hundred dollars (\$400) per person
  - (iv) 100% of the purchase of supplies required for the use of the above referenced diabetic appliances, to a calendar year maximum of two thousand dollars (\$2,000) per person (Insulin will continue to be reimbursed as an eligible drug, not through this article).

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

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

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

34.5 **Coverage for Dependants of Deceased Employees**

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

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

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

The Drug Card program shall include the following elements:

- (a) Employees shall be obliged to enrol themselves and all eligible participants in the Drug Card program before coverage shall be provided to the respective employee or eligible participant.
- (b) The Employer and the carrier shall have the right to ensure that the benefits of the employee and other eligible participants under the Drug Card program shall be coordinated with any other drug plan under which the employee and the eligible participants may be entitled to coverage.
- (c) The Drug Card program shall include a feature known as ‘drug utilization review’, which ensures that drugs are dispensed safely and responsibly to employees.
- (d) A separate and distinct insured benefits plan number will be established for administrative purposes only (no separate experience rating).
- (e) This article does not change, alter or amends the drugs covered by AMAPCEO’s plan, or any other benefit or entitlement, and is intended solely to provide for direct payment of the current drug plan.

34.8 **Catastrophic Drug Plan For Regular Employees**

Effective January 1, 2015, all active employees will be enrolled in a mandatory, employee-paid catastrophic drug coverage plan that will provide 100% coverage for drug costs over an eligible drug claim cost threshold of \$10,000 per eligible patient (employee, spouse and eligible dependent children), in a calendar year.

- (a) A patient’s eligible claims for drug purchases up to the \$10,000 per calendar year threshold will be reimbursed at 90% subject to the coverage terms set out in Article 34.2 (a).

(b) Eligible patient shall mean the employee, the employee's spouse, and the employee's dependent child or children.

(c) Monthly premium payments for the catastrophic drug coverage plan shall be deducted from an employee's monthly pay.

### **34.9 Out-of-Country Medical Coverage**

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

34.9.2 Subject to Article 34.9.1, an employee may apply to enrol in this coverage upon hire or at any time thereafter. Where an employee enrolls and later decides to terminate coverage, his or her decision is irrevocable and they will not be able to re-enrol.

## **ARTICLE 35 - DENTAL PLAN**

### **35 Reimbursement of Dental Expenses**

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

Effective January 1, 2015, dental coverage shall include a fifty dollar (\$50) single or family deductible per calendar year.

35.2 Effective January 1, 2015, employees shall pay the cost of dental care directly and the insurance carrier shall reimburse the employee, based on the Ontario Dental Association fee guide lag of one year in each year of the collective agreement at the following percentages:

(a) eighty-five percent (85%) for basic dental care services, which shall be amended to include the following coverage:

(i) pit and fissure sealant treatment, and fluoride treatment coverage under the plan shall be limited to eligible dependant children aged six (6) to eighteen (18) years; and

(ii) the dental recall period shall be extended to nine (9) months except for dependant children age twelve (12) and under.

(b) fifty percent (50%) for denture services with a lifetime maximum amount payable of three thousand dollars (\$3,000) per person;

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

**35.3 Dental Claim Reimbursement Option**

35.3.1 Effective June 16, 2017, and notwithstanding Article 35.2, employees have the option, with the agreement from the dentist, to authorize the insurance carrier to pay their dentist directly for eligible claim expenses. For clarity, this shall not impact eligibility requirements or coverage of dental benefits and employees are responsible for making payments to the dentist at the time of service for any applicable deductible and out of pocket expenses not covered by the Dental Insurance Plan

35.3.2 Notwithstanding the option referred to in Article 35.3.1, employees may continue to pay the dentist directly for any services provided and submit claims to the insurance carrier for reimbursement of eligible expenses.

**35.4 Coverage for Dependants of Deceased Employees**

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

**ARTICLE 36 - LONG TERM INCOME PROTECTION**

**36. Long-Term Income Protection**

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

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

36.2 Effective January 1, 2010 until December 31, 2014, the total monthly payment of LTIP under the Plan shall be increased by up to 2.5% based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.

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Effective January 1 2015, and thereafter, the total monthly LTIP benefit payment under the plan shall be adjusted by an increase equal to those provided for under Article 44.

- 36.3 Every employee appointed to the regular service on or after March 1, 1971 shall participate in the plan. An employee who was appointed to the regular service before March 1, 1971,
- (a) where the employee was participating in the Plan on December 19, 1975, is entitled to continue to participate in the Plan or to cease participating in the Plan; or
  - (b) where the employee was not participating in the Plan on December 19, 1975, is, upon producing evidence of medical eligibility satisfactory to the insurer under the Plan, entitled to participate in the Plan, and is thereafter entitled to cease participating in the Plan.
- 36.4 Where the Employer is paying all or part of the premiums for an employee who participates in one or more of the Benefit Plans and the employee is approved for benefits under the Long-term Income Protection Plan, the employee's coverage under the Plans shall continue at the Employer's cost in respect of the time for which the employee is receiving or is qualified to receive LTIP benefits. In addition, the Employer will make all pension contributions on behalf of the employee and on its own behalf in respect of the time for which the employee is receiving or is qualified to receive LTIP benefits.
- 36.5.1 The LTIP benefits commence after a qualification period of six (6) months from the date the employee becomes totally disabled, unless the employee elects to continue to use accumulated attendance credits on a day-to-day basis after the six (6) month period. Effective June 1, 2009, benefits shall be calculated based on the employee's salary at the first date of eligibility to receive LTIP benefits.
- 36.5.2 The LTIP coverage will terminate on the earliest of the following:
- (a) at the end of the calendar month in which the employment ceases;
  - (b) the end of the calendar month an employee attains the age of sixty-four (64) years and six (6) months;
  - (c) the date an employees enters the armed forces of any country on a full-time basis;
  - (d) the first of the month following the commencement of an employee's approved leave of absence without pay where the employee does not elect to pay the required premium.

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- 36.5.3 The LTIP benefits payments continue until the earliest of:
- (a) the employee ceases to be totally disabled as defined in the plan;
  - (b) death;
  - (c) the date on which the employee attains the age of sixty-five (65) years.
- 36.6 Rehabilitative plans or programs for employees receiving LTIP benefits, whether with the OPS or another Employer, shall be required where recommended by the Carrier. In arranging such plans or programs, the Employer will take into account the employee's training, education and experience. If a person does not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the Carrier, the employee will no longer be entitled to benefits.
- 36.7 The Employer shall not permanently fill the position of an employee during the qualifying period and the first twenty-four (24) months of the benefit period.
- 36.8 Where, during the benefit period, the employee is able to perform the essential duties of his or her position and the position has not been declared surplus, he or she shall resume work, as directed by the Employer, within two weeks of the date that LTIP benefits cease. Where, for accommodation reasons, an employee cannot be returned to his or her position within the two week period, the Employer shall grant a leave of absence with pay pending the completion of the accommodation requirements, but in no event shall the leave of absence with pay exceed three months. The employee shall return to work, when accommodations are completed, on the date specified by the Employer. In order to be eligible for leave of absence with pay, the employee shall co-operate with the Employer regarding the return-to-work arrangements.
- 36.9.1 When an employee who has been receiving or was eligible to receive LTIP benefits is deemed able to perform the essential duties of his or her position but the position is no longer available due to the application of Article 36.7, the employee shall have all rights and entitlements under Article 27. Where no direct assignment, bump or unreduced pension/pension bridge is identified for and/or chosen by the employee on his or her return, he or she shall be eligible immediately for a temporary assignment, if available (despite Article 27.10.1 limiting eligibility for temporary assignments). The employee will be eligible for one temporary assignment only. If the employee refuses the offer of a temporary assignment, no further temporary opportunities will be sought for him or her.
- 36.9.2 The temporary assignment can be extended at the Employer's discretion except as limited by Article 18.7.2. Time spent on the temporary assignment does not constitute a hiatus in the employee's notice period. Therefore, should no direct assignment be found for the employee, his or her employment ends at the termination of either the notice period or the temporary assignment, whichever is



later. The employee will receive salary protection, if applicable, only during the six (6) month notice period.

- 36.10 A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be provided to an employee and this document shall not be considered as termination of employment.

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

- 37.1 Effective January 1, 2015, a full time employee who is unable to attend to his or her duties due to sickness or injury is entitled, in each calendar year, to leave of absence,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the same referrals.

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

## **ARTICLE 38 - TERMINATION PAYMENTS**

- 38.1 Except where an employee voluntarily resigns, he or she is entitled to termination payments as provided for in the *Public Service of Ontario Act, 2006*, Management Board of Cabinet Compensation Directive, August 20, 2007, sections 60 through 68, which are hereby incorporated by reference into this agreement.
- 38.2 Notwithstanding Article 38.1, an employee employed as of April 5, 2005 who voluntarily resigns is entitled to termination pay for service accrued up to April 5, 2005.
- 38.3 An employee who retires under a provision of the Public Service Pension Plan is entitled to termination pay for service accrued up to December 31, 2015. The termination pay will be based on the rate the employee was being compensated at on December 31, 2015.
- 38.4 Notwithstanding Article 38.1, an employee appointed on or after January 1, 2010 is not entitled to termination payments as provided for in this article.

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

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

- 39.1 Where an employee is absent by reason of an injury or occupational disease for which a claim is made under the *Workplace Safety and Insurance Act, 1997*, his or her salary shall continue to be paid for a period not exceeding thirty (30) regularly scheduled working days. If a loss of earnings award is not made, any salary paid in excess of that to which he or she is entitled under Article 37 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.

- 39.2 Where a loss of earnings award is made under the *Workplace Safety and Insurance Act, 1997*, to an employee that is less than the regular salary of the employee, and the employee has accumulated credits, their regular salary shall be paid if the employee so chooses, and the difference between the regular salary paid and the compensation awarded shall be converted to its equivalent time and deducted from their accumulated credits (vacation, time-in-lieu, attendance credits and compensation option credits).
- 39.3 Where an employee receives a loss of earnings award under the *Workplace Safety and Insurance Act, 1997*, the Employer will continue subsidies for Basic Life, LTIP, Supplementary Health and Hospital and the Dental Plan. The Employer will also continue to make Pension payments, for the period during which the employee is receiving the loss of earnings award, if the employee continues to pay his or her share.
- 39.4 For vacation purposes and for purposes of determining qualification for severance pay under Article 38, (Termination Payments) the period of Workers' Compensation absence is included in determining an employee's years of continuous service.

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

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

#### **ARTICLE 41 - MEAL ALLOWANCE**

- 41.1 In accordance with the Employer's *Travel, Meal and Hospitality Expenses Directive* as of November 2004 (& revised January 2017), which shall not be altered for this bargaining unit without the consent of the Association, reimbursement rates for meals incurred on or after January 1, 2017, shall be:

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

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

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

42.1 If an employee uses his or her own vehicle on the Employer's business, he or she shall be reimbursed at rates for expenses incurred on or after August 14, 2006, that shall not be less than:

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

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

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

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

**ARTICLE 43 - ISOLATION PAY**

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

|                 |                  |
|-----------------|------------------|
| 8 points-       | \$ 3.45 per week |
| 9 - 12 points-  | \$ 5.18 per week |
| 13 - 16 points- | \$ 6.90 per week |
| 17 - 20 points- | \$ 8.63 per week |
| 21 - 24 points- | \$10.35 per week |
| 25 - 28 points- | \$12.08 per week |
| 29 - 32 points- | \$13.80 per week |
| 33 - 36 points- | \$15.53 per week |
| 37 - 40 points- | \$17.25 per week |
| 41 - 44 points- | \$18.98 per week |
| 45 - 48 points- | \$20.70 per week |

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

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

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

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

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

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

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

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

43.4.2 In establishing the points to be assigned to each location in accordance with 43.3.2, distance shall be determined by reference to the following publications:

- Ontario/Canada Official Road Map, published by the Ministry of Transportation.

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- Distance Tables, King's Secondary Highways and Tertiary Roads, published by the Ministry of Transportation.

- 43.5.1 Points assigned to each location in accordance with 43.3.1 and 43.3.2 shall be reviewed annually.
- 43.5.2 Amendments to any isolation allowance entitlement under 43.1 resulting from the review shall be implemented effective from April 1 of each year.

### **ARTICLE 44 – SALARY**

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

### **ARTICLE 45 – MERIT PAY**

#### **45.1 Merit Pay**

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

- 45.1.1 Effective April 1, 2013, a merit increase for a twelve (12) month work cycle coinciding with the employee's anniversary date shall be processed in an amount of 0-5% of his or her salary at the discretion of the Employer. An employee's merit

increase for satisfactory performance shall be three percent (3%) of his or her salary.

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

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

- 46.1 It is recognized by the parties that the hours of work for employees in the AMAPCEO unit are that which is set out in Section 3(1)(d) of the Management Board of Cabinet Compensation Directive, August 20, 2007, made under the *Public Service of Ontario Act, 2006*.
- 46.2.1 Where the Employer authorizes an employee to work in excess of 7.25 hours on a regularly scheduled work day, the employee shall receive:
- (a) compensating leave of one (1) hour for each hour worked between 36.25 hours and 44 hours (inclusive) per work week, in respect of the total hours worked during the week on regularly scheduled work days; and
  - (b) compensating leave of one and one-half (1.5) hours for each hour worked in excess of 44 hours per work week, in respect of the total hours worked during the week on regularly scheduled work days.
- 46.2.2 Where the Employer authorizes an employee to work on his or her day off, the employee shall receive compensating leave of one and one-half (1.5) hours for each hour worked.
- 46.2.3 For the purposes of calculating an employee's entitlement, a period worked in excess of fifteen (15) minutes will be rounded to the next half hour.
- 46.3.1 Where an employee works excess hours in accordance with Article 46.2.1, the employee shall accumulate compensating leave for such excess hours unless the employee requests, at the time the excess hours are worked, to be provided with pay-in-lieu of compensating leave. Where an employee requests pay-in-lieu of compensating leave, the Employer will not unreasonably withhold agreement for such payment. Compensating leave shall be taken at a time mutually agreed upon. When leave is requested, the Employer will not unreasonably withhold such agreement for such leave.



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

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

## ARTICLE 47 - ALTERNATIVE WORK ARRANGEMENTS

- 47.1 The OPS supports flexible work arrangements and building a flexible work culture demonstrating flexibility in when, where, and how people work. The purpose of the flexible arrangements is to respond to changing workplace expectations of employees of all ages, boost employee engagement and retain high-performing employees and demonstrate the Employer commitment to being a modern Employer.

Alternative Work Arrangements (AWAs) may include but are not limited to: compressed work week, flexible hours with fluctuating start and end times, job sharing, pre-retirement part-time employment, and telecommuting/telework. AWAs may be entered into by mutual agreement between an employee and his or her manager. In considering any AWA, the manager will consider, in good faith, both the employee's request and the operational viability of the AWA for the work site.

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

The results of such reports may also be discussed at ACERC.

- 47.5 All template agreements attached to the Letter of Understanding re Alternative Work Arrangements, including any local or other variations, must be approved and signed by the Director, Centre for Employee Relations and the AMAPCEO President or their designees, before taking effect.

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

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

**ARTICLE 49 - COMPENSATION OPTION CREDIT**

- 49.1 Effective August 28, 2014, employees are not entitled to accumulate compensation option credits.
- 49.2 With the approval of the employee's manager, an employee may take leave of absence with pay in respect of some or all of the employees accumulated compensation option credits at the rate of one day of leave of absence with pay for each compensation option credit to which the employee is entitled, and the employee's accumulated compensation option credits shall be reduced by the leave of absence with pay taken.
- 49.3 Each or part thereof by which a leave of absence with pay taken by a person under Article 49.2 exceeds the person's accumulated compensation option credits shall be deducted from the person's vacation credits, and the person shall repay to the Crown the salary paid to him or her for any day or part thereof of the leave of absence with pay that cannot be so deducted.
- 49.3.1 Any amount to be repaid under Article 49.3 may be deducted from any payment the employee is entitled to receive from the Employer in respect of salary or termination of employment or otherwise.
- 49.4 The parties agree that employees are entitled to use any accumulated compensation option credits to reduce the amount of unpaid leave required under the pension bridging option of Article 27. The parties also agree that no further accumulation of any credits shall accrue during the unpaid portion of the pension bridging option during which an employee is using accumulated compensation option credits.
- 49.5 Information regarding accumulated compensation option credits shall be available pursuant to Article 30.16.
- 49.6 Any compensation option credits accumulated by an employee will be used in their entirety by no later than August 1, 2020. Compensation option credits remaining after August 1, 2020 will be forfeited. This issue shall not be reopened in subsequent collective bargaining.

**ARTICLE 50 - SHIFT PREMIUM**

- 50.1 Effective April 1, 2011, an employee shall receive a shift premium of ninety eight cents (98 cents) per hour for all regularly scheduled hours worked between 5:00 p.m. and 7:00 a.m. Where more than fifty percent (50%) of the regularly scheduled hours worked fall within this period, the ninety eight cents (98 cents) per hour premium shall be paid for all regularly scheduled hours worked.

- 50.2 Notwithstanding provision #50.1 of this article, where an employee's regularly scheduled hours of work normally fall within the period between 7:00 a.m. and 5:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 5:00 p.m. and 7:00 a.m.
- 50.3 Shift premiums shall not be considered as part of an employee's basic salary.
- 50.4 Shift premiums shall not be paid to an employee who for mutually agreed upon reasons works a shift for which he or she would otherwise be entitled to a shift premium.

#### **ARTICLE 51 – BROADER PUBLIC SECTOR SECONDEES**

- 51.1 For the purposes of this Article, the Broader Public Sector consists of any Government or other public entity.
- 51.2 While in the workplace, secondees from the Broader Public Sector shall not perform duties normally performed by employees in the bargaining unit if it directly results in the lay-off of a bargaining unit employee.
- 51.3 The Employer's use of secondees from the Broader Public Sector to perform bargaining unit work does not constitute a violation of the Collective Agreement provided that, unless the parties agree otherwise, the secondee from the Broader Public Sector is not seconded for a period of greater than three (3) years.
- 51.4 The Employer shall provide the Association every six (6) months with a data file on secondees in the OPS, which shall include the following information fields: Ministry; work location; secondee name; start date; institution seconded from; bargaining unit or management status, and anticipated termination date.
- 51.5 The total number of BPS secondees performing AMAPCEO bargaining unit work shall be limited to 225 per year with the total number of school board secondees working for the Ministry of Education limited to 150.
- 51.6 The Employer agrees to pay to AMAPCEO, annual payments based upon the following formula: 1.4% of the daily maximum of level 8 effective October 1, 2013, multiplied by the number of days worked for all secondees in the AMAPCEO bargaining unit. Annual payments will be based on the calendar year, and will be made within 30 days of December 31<sup>st</sup> of the respective year.

#### **ARTICLE 52—INFORMATION AND INFORMATION TECHNOLOGY**

- 52.1 For the purposes of this Article, "Information & Information Technology" is defined as any activity which involves the investigation, analysis, planning,

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acquisition, design, development, implementation, operation and maintenance of information technology, the management of information including the security of that information and/or the automation of business processes.

- 52.2 For purposes of this Article, a “non-public servant” is:
- i. a person who has not been appointed by the Public Service Commission; and
  - ii. who is engaged to perform work related to Information & Information Technology.
- 52.3 Persons employed or engaged by a supplier of I and IT equipment, hardware or software who are performing work in relation to the installation, maintenance and support of that equipment, hardware or software shall not be considered “non-public servants” for the purposes of this Article. There shall be no restriction regarding their use, and they shall not otherwise be covered by the terms of this Article, nor the reporting requirement in Article 52.6
- 52.4 The use of a non-public servant to perform bargaining unit work does not constitute a violation of the Collective Agreement.
- 52.5 Non-public servants, while in the workplace, shall not perform duties normally performed by employees in the bargaining unit if it directly results in the lay-off of a bargaining unit employee.
- 52.6 Every six (6) months, the Employer will provide AMAPCEO with a report including the following data relating to all non-public servants as defined in Article 52.2 who perform AMAPCEO bargaining unit work requiring regular attendance at one or more sites controlled by the Employer:
- a) The name of the non-public servant;
  - b) The workplace regularly attended by the non-public servant;
  - c) The role and level for which the non-public sector servant is engaged;
  - d) The start date of the engagement of the non-public servant;
  - e) The end date or anticipated end date of engagement of the non-public servant; and
  - f) The number of days worked during the reporting period.
- 52.7 At the time of providing the report, and for the period of the report, the Employer shall pay to the Association a payment for each day of work performed by the non-

public servant performing AMAPCEO bargaining unit work identified in the report. The formula for such payment shall be as follows: 1.4% of the daily maximum for the 21ASY classification multiplied by the number of days worked set out in Article 52.6 of the Report up to September 30, 2013, and thereafter, the formula and salary amount shall be maintained notwithstanding that the ASY classification will have ceased to exist.

## **IT Source Resource Pool and I&IT Enterprise Recruitment**

### Purpose of IT Source

52.8 IT Source will manage a mobile pool of I and IT professionals who will be deployed to projects and assignments across the I&IT Enterprise across the province.

### 52.9 Deployment to Different Projects and Assignments

(a) It is understood that the employees employed by IT Source will be deployed to different projects and assignments located within the different clusters, Ministries or branches throughout the OPS. For the purposes of the collective agreement, the positions will be deemed to be deployed on a province-wide basis.

(b) It is agreed that these deployments are assignments of work made at the discretion of the Employer and do not constitute vacancies under Article 18; temporary assignments under 18.7.1; temporary positions or assignments pursuant to Article 27.3.1(a); or a relocation of the employee's position under Article 28.

(c) Notwithstanding paragraph (b), if an assignment is of sufficient duration, the Employer may determine if a change in headquarters is appropriate in the particular circumstances.

### 52.10 Managerial Discretion

(a) I and IT professionals employed in IT Source will report to a Manager within IT Source.

(b) It is understood that the deployment to different projects and assignments may require the employee to receive direction regarding the project or assignment from a manager other than the employee's manager within IT Source and that such manager may provide input into any performance evaluation for the employee.

### 52.11 Travel

(a) It is understood that it will be a condition of employment for all I and IT

professionals employed in IT Source that they may be deployed to projects or assignment throughout Ontario.

- (b) The parties agree that the Employer's Travel, Meal and Hospitality Expenses Directive will apply to any travel required as a result of the deployment of the employee.

52.12 Mandatory Enhanced Security Clearance

It is understood that an enhanced security clearance may be required as a condition of employment for I and IT professionals employed in IT Source.

52.13 Posting and Filling vacant positions

It is agreed that all vacancies for positions within the I&IT enterprise, including IT Source, will be posted and filled in accordance with the provisions of Article 18, subject to the following:

- (a) The Employer may use a mass centralized recruitment approach to fill vacancies for positions within the I&IT enterprise.
- (b) With respect to vacancies set out in paragraph (a) above, in addition to the posting requirements under Article 18, the Employer may post potential permanent and/or temporary opportunities within respective I&IT job families that may exist over the next 12 month time period.

The posting shall state the duties, nature and title of the position(s), qualifications required, full or part time status, permanent or temporary status, hours of work schedule, salary ranges of the classifications within the job family and travel expectations of the opportunities within the job family. The Employer shall have identified on the original posting that it may be used to fill positions in the job family that may occur over the 12 month time period. The posting period will be for at least ten days prior to the established closing date. The closing date may be extended should the Employer determine that there is an insufficient number of potential qualified candidates.

- (c) If the Employer posts in according with paragraph (b), it will establish an eligibility list of qualified candidates for each classification level within each job family based on the results of a competitive process. The parties agree that the development of eligibility lists will be in accordance with Articles 18.3.1 and 18.3.2.
- (d) The Employer shall advise candidates of their individual rank order upon completion of the competitive process under paragraph (b).

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- (e) The Employer will hire qualified candidates from the eligibility lists for each classification level within each job family developed under paragraph (b) in accordance with Article 18.8.1(a). Should the most qualified employee elect not to accept the job offer, that employee shall remain eligible and retain his/her rank for further offers under this process.
- (f) The parties agree that it will continue to be the practice that the Employer shall obtain a valid surplus clearance number prior to filling a position under paragraph (e).
- (g) Where the Employer posts in accordance with paragraph (b) and if no qualified applicants accept a job offer for a specific position made pursuant to this process, then the Employer shall provide new or existing candidates internal to the OPS with the opportunity to participate in a restricted competitive process. The process shall be held in accordance with Article 18 of the collective agreement, with the modification that the Employer shall post the vacancy for the position for a period of at least five (5) working days.
- (h) The parties can agree at any time to review the above process and mutually agree on amendments.

### **ARTICLE 53 - TERM AND RENEWAL**

- 53.1 Unless otherwise specified, this agreement shall be effective from April 1, 2018 until March 31, 2022.
- 53.2 Either party to the collective agreement may, within the period of ninety (90) calendar days before the agreement ceases to operate, give notice in writing of its desire to bargain with a view to the renewal with or without modification of the agreement then in operation or to the making of a new agreement.
- 53.3 In the event neither party gives notice to bargain in accordance with Article 52.2, this agreement shall be automatically renewed for a period of one (1) year.



**PT.1 REGULAR PART TIME EMPLOYEES**

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

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

**PT.2 Applicable Articles**

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

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

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

**PT.3 Non-Working Day**

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

**PT.4 Isolation Pay**

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

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

**PT.5 Holidays**

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

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

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

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

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

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

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

**PT.6 Vacation**

PT.6.1 Where an employee has completed twenty-five (25) years of continuous service in the public service, there shall be added to the employee's accumulated vacation, on that occasion only, up to five (5) days based on the ratio that his or her weekly hours of work bear to full time employment.

PT.6.1.2 Effective January 1, 2015, an employee shall earn a pro-rated portion of the vacation credits shown below based on the ratio that his or her weekly hours of work bear to full time employment.

- (a) One and three quarters (1 3/4) days per month during the first eight (8) years of continuous service (twenty-one (21) days per full calendar year);
- (b) Two and one sixth (2 1/6) days per month after eight (8) years of continuous service (twenty-six (26) days per full calendar year);
- (c) Two and three fifths (2 3/5) days per month after fifteen (15) years of continuous service (thirty-one (31) days per full calendar year);
- (d) Three (3) days per month after twenty-six (26) years of continuous service (thirty-six (36) days per full calendar year);

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

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

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

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- PT.6.4 Where any employee is absent by reason of an injury or occupational disease for which an award is made under the *Workplace Safety and Insurance Act, 1997*, they shall continue to accrue vacation credits for the full period of such leave.
- PT.6.5 An employee shall be credited with his or her vacation credits for each year on the 1st day of January in the year, including any increase in entitlements due to occur during the year.
- PT.6.6 An employee may accumulate vacation credits to a maximum of twice his or her annual vacation credits, but shall be required to reduce this accumulation to a maximum of one (1) year's entitlement by December 31 of each year.
- PT.6.7 Where an employee is prevented from reducing his or her accumulated credits under Article PT6.6 as a result of,
- (a) an injury for which an award is granted under the *Workplace Safety and Insurance Act, 1997*;
  - (b) a total disability; or
  - (c) an extraordinary requirement of the Employer,
- the employee's Deputy Minister shall grant to the employee, at his or her request a leave of absence with pay to replace the vacation credits.
- PT.6.8 An employee commencing employment during the year shall be credited at that time with vacation credits calculated in accordance with Article PT6.1, for the balance of the calendar year.
- PT.6.9 An employee with the approval of his or her manager or designee, may take vacation to the extent of his or her vacation entitlement and his or her accumulated vacation credits shall be reduced by the vacation taken. Such approval will be subject to operational requirements, but, it is also agreed that such approval will not be unreasonably withheld.
- PT.6.10 An employee who completes twenty-five (25) years of continuous service on or before the last day of the month in which the employee attains sixty-four (64) years of age is entitled, after the end of that month, to pre-retirement leave with pay of up to five (5) days based on the ratio that his or her weekly hours of work bear to full time employment.
- PT.6.11 Where an employee leaves the public service prior to the completion of six (6) months of continuous service, he or she is entitled to vacation pay at the rate of four per cent (4%) of the earnings of the employee during the period of his or her employment.

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- PT.6.12 An employee who has completed six (6) or more months of continuous service in the public service shall be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date he or she ceases to be an employee.
- PT.6.13 An employee who has completed six (6) or more months of continuous service in the public service is entitled, upon request by the employee, to be paid, in an amount computed at the rate of the employee's last regular salary, for any unused vacation standing to the credit of the employee at the date on which he or she qualifies for payments under the Long Term Income Protection Plan.
- PT.6.14 Where an employee ceases to be an employee, there shall be deducted from the employee's accumulated vacation credits an amount in respect of the whole months remaining in the year after the person ceases to be an employee computed at the rate set out in Article PT6.1.
- PT.6.15 Vacation taken in excess of the vacation credits to which an employee is entitled on the date the employee ceases to be an employee shall be deducted from the amount paid to the employee under Article 40 (Termination Payments) and Article 38 (Entitlement on Death) and from any salary to which the employee may be entitled.
- PT.6.16 As soon as practicable following the end of each quarter of the year, information regarding the number of vacation and other credits to which he or she is entitled shall be made available to each employee directly or where information is available to the employee electronically, this shall be sufficient.
- PT.7 **Short-Term Sickness Plan**
- PT.7.1 Effective January 1, 2015, 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.
- PT.7.2 An employee is not entitled to a leave of absence with pay under this Article until after completion of all of the employee's regularly scheduled hours within a period of four (4) consecutive weeks.

- PT.7.3 An employee who is on leave of absence with pay under this Article that commences on a regularly scheduled working day in one calendar year and continues to include a regularly scheduled working day in the next following year is not entitled to leave of absence with pay under this Article for a greater number of working days than are permitted under Article PT7.1, in the two (2) years until the employee has again completed the service requirement described in Article PT7.2
- PT.7.4 An employee who was on leave of absence with pay under this Article for the number of days in a year permitted under Article PT7.1 is not entitled to leave of absence with pay under this Article in the following year until the employee has again completed the service requirement described in Article PT7.2.
- PT.7.5 The pay of an employee under this Article is subject to,
- (a) all deductions for Benefit Plans coverages referred to in Articles PT8, PT9, PT10, PT11, PT12, and under the Public Service Pension Act that would otherwise be made from the pay; and
  - (b) all contributions that would otherwise be made by the Employer in respect of the pay,
- and such deductions and contributions shall be made as though the employee were receiving the employee's regular salary.
- PT.7.6 Information regarding the use of Short Term Sickness Plan days shall be available pursuant to Article PT6.16.
- PT.7 Use of Accumulated Credits**
- PT.7.7 Accumulated credits includes vacation credits, compensation option credits, compensating time off and attendance credits.
- PT.7.8 An employee who is on leave of absence and receiving pay under Article PT7.1(b) is entitled, at the employee's option, to have sufficient credits deducted from the employee's accumulated credits for each day to which Article PT7.1(b) applies and to receive regular salary for each such day.
- PT.7.9 An employee who is absent from employment due to sickness or injury beyond the total number of days leave of absence with pay provided for in Article PT7.1 shall have his or her accumulated attendance credits reduced by a number of days equal to the number of days of such absence and is entitled to leave of absence with pay on each such day.
- PT.7.10 Article PT7.9 does not apply to an employee who qualifies for and elects to receive benefits under the Long Term Income Protection Plan instead of using his or her

accumulated attendance credits.

- PT.7.11 After seven (7) consecutive calendar days absence caused by sickness or injury, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's manager or designee, certifying that the employee is unable to attend to official duties.
- PT.7.12 Despite Article PT7.11, where the Employer has reason to suspect that there may be an abuse of sick leave, the Manager may require, at the Employer's expense, an employee to submit a medical certificate for any period of absence.
- PT.7.13 Where, for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Employer may require him or her to submit to a medical examination at the expense of the Employer. The employee and Employer shall attempt to come to agreement on a qualified medical practitioner to perform the examination. When agreement is not reached, the employee may choose a qualified medical practitioner from the referral service of the College of Physicians and Surgeons. If the employee fails to make such a choice within one (1) week of receiving referrals, the Employer may choose a qualified medical practitioner from the same referrals.
- PT.7.14 For the purposes of this Article, the service requirement in Article PT7.2 shall not include vacation leaves of absence or any leaves without pay, but days worked before and after such leaves shall be considered consecutive. However, days worked before and after any leave of absence with or without pay due to an employee's illness or injury are not considered to be consecutive. Leaves with pay (other than for vacation, education, illness or injury) and statutory holidays are included in the determination of such service.

**PT.8 Benefits General**

- PT.8.1 "Benefit Plans" in Articles PT9, PT10, PT11, PT12 means the Basic Life Insurance Plan, the Supplementary & Dependent Life Insurance Plan, the Supplementary Health and Hospital Insurance Plan, (including vision and hearing aid coverage), the Dental Plan, and the Long-term Income Protection Plan in force as of September 1, 1997 with the Great West Life Assurance Company or any successor Plan.
- PT.8.2 Subject to the provisions of this Agreement, the benefits contained in the Benefit Plans as they were constituted on September 1, 1997 shall be provided to part time employees on the same terms and conditions as were in place on September 1, 1997. These benefits and terms and conditions may only be altered by mutual agreement of the parties.
- PT.8.3 During leaves-of-absence with pay, benefit coverage will continue. The Employer and employee will continue to pay the applicable premiums.

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- PT.8.4 During pregnancy and parental leave, an employee who participates in any Benefit Plan may continue to do so unless he or she elects in writing not to do so. Unless an employee gives the Employer this written notice, the Employer and the employee shall continue to pay the applicable premiums.
- PT.8.5 The benefits contained in the Benefit Plans are supplemented by the provisions of Article 32 and Articles PT9, PT10, PT11, PT12. Where a conflict exists between the provisions of a Benefit Plan and this Agreement, the provisions of this Agreement shall prevail.
- PT.8.6 Where an existing OPS employee permanently moves into or from a position not covered by a Benefit Plan (as defined in Article PT8.1) coverage for Basic, Supplementary and Dependent Life Insurance shall continue without there being any requirement for the employee to provide evidence of insurability. In addition, in the case of a bargaining unit employee moving to a permanent position not covered by the Benefit Plans, coverage under the Benefit Plans shall cease on the date on which coverage under any new insurance plan covering the employee in the new permanent position commences. In the case of existing OPS employees moving into a permanent position covered by the Benefit Plans, coverage shall commence on the date on which coverage under any previous insurance plans ceases.
- PT.8.7 Employees are entitled to a full explanation from the Carrier(s) when claims are refused under a benefit plan.
- PT.8.8 Family coverage for the following benefits shall include coverage for same-sex partners; Supplementary and Dependant Life Insurance (Article PT.9), Supplementary Health and Hospital Insurance (Article PT.10), Dental Plan (Article PT.11).
- PT.8.9 The employee's share of the annual Employment Insurance (EI) rebate will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.
- PT.9 Life Insurance**
- PT.9.1 The Employer shall pay one hundred percent (100%) of the monthly premium for basic life insurance coverage for RPT employees covered by this Collective Agreement.
- PT.9.2.1 Employees, at their option, are entitled to purchase supplementary and/or dependent life insurance. Employees must pay the full premium for this coverage. Spousal life insurance choices are from \$10,000 to \$200,000 and dependent child life insurance choices are \$1,000, \$5,000, \$7,500 or \$10,000.
- PT.9.2.2 Supplemental life insurance will terminate at the earlier of the end of the calendar



month in which employment ceases, or the date the employee ceases paying the premium for supplementary life insurance.

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

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

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

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

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

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

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

- (a) Effective January 1, 2015, ninety percent (90%) of the cost of all prescription drugs that by law require a physician's prescription, including injectable drugs, and medicines prescribed by a licensed physician or other licensed health professional who is legally authorized to prescribe such drugs, and dispensed by a licensed pharmacist or by a physician legally authorized to dispense such drugs and medicine. Provided that a generic drug is listed in the Canadian Pharmaceutical Association Compendium of Pharmaceuticals and Specialities, reimbursement for drugs covered by the Plan will be based on the cost of the lowest priced generic version of the drug unless the prescribing physician or health professional stipulates no

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substitution, in which case the reimbursement will be based on the cost of the drugs prescribed. Reimbursement of prescription drugs will include a three dollar (\$3) deductible per prescription to be paid by the employee.

- (b) Reimbursement for hospital care for private or semi-private room and board shall be up to one hundred and twenty dollars (\$120.00) per day beyond the cost of standard ward care.
- (c) Effective January 1, 2015, one hundred percent (100%) of the cost of diagnostic procedures. For the purposes of this section “diagnostic procedures” shall comprise diagnostic laboratory or X-ray procedures, excluding eye examinations, conducted in a licensed laboratory when prescribed by a registered physician for the purposes of obtaining a medical diagnosis.

For clarity, coverage shall not apply in respect of claims for diagnostic procedures that are:

- i) elective; or
  - ii) conducted for research, study or experimental purposes.
- (d) vision and hearing aid coverage shall include reimbursing employees for the following, subject to a ten dollar (\$10) deductible per person per calendar year, to a maximum of twenty dollars (\$20) per family per calendar year. Vision and hearing aid coverage shall be reimbursed:
    - up to three hundred and forty dollars (\$340.00) per person in any consecutive twenty-four (24) month period following the date the expense is incurred, for the purchase, fitting or repair of spectacle lenses, frames or contact lens prescribed by an Ophthalmologist or Optometrist, or laser eye correction surgery performed by a licensed practitioner providing services within the scope of their license.
    - Effective January 1, 2015, the Supplementary Health and Hospital Plan shall provide for the reimbursement of the cost of one routine eye examination every twenty four (24) months independent of the vision care maximum. For clarity, the twenty four (24) month period shall, for each employee, commence from the last date the employee had a routine eye examination.
    - up to twenty-five hundred dollars (\$2500.00) per person in a five (5) year period for the purchase and/or repairs of hearing aids (excluding batteries) prescribed by a physician certified as an otolaryngologist or by a qualified audiologist.

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- Effective January 1, 2015, up to twelve hundred dollars (\$1200.00) per person in any four (4) year consecutive period (whether prior to or after January 1, 2015) for the purchase and/or repairs of hearing aids (excluding batteries) prescribed by a physician certified as an otolaryngologist or by a qualified audiologist.
- (e) paramedical services include the following coverage per employee and each of their dependants:
- (i) the services of an acupuncturist, at the rate of thirty-five dollars (\$35) per visit, to an annual maximum of twelve hundred dollars (\$1200);
  - (ii) the services of a speech therapist, at the rate of forty dollars (\$40) per half hour, to an annual maximum of fourteen hundred dollars (\$1400);
  - (iii) the services of a chiropractor, osteopath, naturopath, podiatrist, chiropodist, physiotherapist and masseur, if licensed and practising within the scope of their license to a maximum of thirty-five dollars (\$35) per visit for each visit not subsidized by OHIP and to an annual maximum of twelve hundred dollars (\$1200) for each type of service.
- (f) the services of a psychologist, at the rate of forty dollars (\$40) per half hour, to an annual maximum of fourteen hundred dollars (\$1400). Coverage shall also include services rendered by a social worker with a Master's Degree in Social Work, where such services are equivalent to the services that would otherwise be provided by a psychologist;
- (g) Effective January 1, 2015, Orthopaedic Shoes: Custom-made orthopaedic shoes, or modifications to stock, off-the-shelf orthopaedic shoes, specifically designed and constructed for the employee or dependent (or have been modified to accommodate the person's particular medical needs) when prescribed by a physician, podiatrist or chiropodist are covered at seventy-five percent (75%) of the cost or repair of one (1) pair per calendar year to a maximum of five hundred dollars (\$500) per year;
- (h) Effective January 1, 2015, Orthotic Appliances: Corrective shoe inserts specifically designed and constructed for the employee or dependent and prescribed by a physician, chiropractor, podiatrist or chiropodist are covered at one hundred percent (100%) of the cost or repair of one (1) pair per year to a maximum of five hundred dollars (\$500) per calendar year;

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- (i) Effective January 1, 2015 the Supplementary Health & Hospital Plan will be amended to include coverage for Diabetic Pumps and Supplies as follows:
  - (i) Purchase of Insulin Infusion Pumps to a maximum of two thousand dollars (\$2,000) any 5 consecutive years (whether prior to or after January 1, 2015) per person.
  - (ii) Purchase of Insulin Jet Injectors (eg. Medi-injectors, preci-jets) to a lifetime maximum of one thousand dollars (\$1,000).
  - (iii) Purchase and/or repair of one Blood Glucose monitoring machine per any consecutive four (4)-year period (whether prior to or after January 1, 2015) to a maximum of four hundred dollars (\$400) per person.
  - (iv) 100% of the purchase of supplies required for the use of the above referenced diabetic appliances, to a calendar year maximum of two thousand dollars (\$2,000) per person (Insulin will continue to be reimbursed as an eligible drug, not through this article).

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

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

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

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

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

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

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

The Drug Card program shall include the following elements:

- (a) Employees shall be obliged to enrol themselves and all eligible participants in the Drug Card program before coverage shall be provided to the respective employee or eligible participant.
- (b) The Employer and the carrier shall have the right to ensure that the benefits of the employee and other eligible participants under the Drug Card program shall be coordinated with any other drug plan under which the employee and the eligible participants may be entitled to coverage.
- (c) The Drug Card program shall include a feature known as 'drug utilization review', which ensures that drugs are dispensed safely and responsibly to employees.
- (d) A separate and distinct insured benefits plan number will be established for administrative purpose only (no separate experience rating).
- (e) This article does not change, alter or amends the drugs covered by AMAPCEO's plan, or any other benefit or entitlement, and is intended solely to provide for direct payment of the current drug plan.

**PT.10.9 Out-of-Country Medical Coverage**

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

PT.10.9.2 Subject to Article 34.9.1, an employee may apply to enrol in this coverage upon hire or at any time thereafter. Where an employee enrolls and later decides to terminate coverage, his or her decision is irrevocable and they will not be able to re-enrol.

**PT.11 Dental Plan**

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

Effective January 1, 2015, dental coverage shall include a fifty dollar (\$50) single or family deductible per calendar year.

PT.11.2 Effective January 1, 2015, employees shall pay the cost of dental care directly and the insurance carrier shall reimburse the employee, based on the Ontario Dental Association fee guide lag of one year in each year of the collective agreement at the following percentages:

- (a) eighty-five percent (85%) for basic dental care services, which shall be amended to include the following coverage:
  - (i) pit and fissure sealant treatment, and fluoride treatment coverage under the plan shall be limited to eligible dependant children aged six (6) to eighteen (18) years; and
  - (ii) the dental recall period shall be extended to nine (9) months except for dependant children age twelve (12) and under.
- (b) fifty percent (50%) for denture services with a lifetime maximum amount payable of three thousand dollars (\$3,000) per person;
- (c) fifty percent (50%) for orthodontic services for dependant children between the ages of six (6) and eighteen (18) with a lifetime maximum amount payable of three thousand dollars (\$3,000) per child;
- (d) fifty percent (50%) for major restorative services with an annual maximum amount payable of two thousand dollars (\$2,000) per person.

PT.11.2.1 **Dental Claim Reimbursement Option**

PT.11.2.2 Effective June 16, 2017, and notwithstanding Article PT.11.2, employees have the option, with the agreement from the dentist, to authorize the insurance carrier to pay their dentist directly for eligible claim expenses. For clarity, this shall not impact eligibility requirements or coverage of dental benefits and employees are responsible for making payments to the dentist at the time of service for any applicable deductible and out of pocket expenses not covered by the Dental Insurance Plan

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

**PT.11.3 Catastrophic Drug Plan For Regular Part-Time Employees**

Effective January 1, 2015, all active employees will be enrolled in a mandatory, employee-paid catastrophic drug coverage plan that will provide 100% coverage for drug costs over an eligible drug claim cost threshold of \$10,000 per eligible patient (employee, spouse and eligible dependent children), in a calendar year.

- (a) A patient's eligible claims for drug purchases up to the \$10,000 per calendar year threshold will be reimbursed at 90% subject to the coverage terms set out in Article PT 10.3.
- (b) Eligible patient shall mean the employee, the employee's spouse, and the employee's dependent child or children.
- (c) Monthly premium payments for the catastrophic drug coverage plan shall be deducted from an employee's monthly pay.

**PT.11.4 Coverage for Dependants of Deceased Employees**

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

**PT.12 Long-Term Income Protection**

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

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

PT.12.2 Effective January 1, 2010 until December 31, 2014, the total monthly payment of LTIP under the Plan shall be increased by up to 2.5% based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.

Effective January 1, 2015 and thereafter, the total monthly LTIP benefit payment under the Plan shall be adjusted by an increase equal to those provided for under Article 44.

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

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

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

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

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

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

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

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



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- PT.12.6 Rehabilitative plans or programs for employees receiving LTIP benefits, whether with the OPS or another Employer, shall be required where recommended by the Carrier. In arranging such plans or programs, the Employer will take into account the employee's training, education and experience. If a person does not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the Carrier, the employee will no longer be entitled to benefits.
- PT.12.7 The Employer shall not permanently fill the position of an employee during the qualifying period and the first twenty-four (24) months of the benefit period.
- PT.12.8 Where, during the benefit period, the employee is able to perform the essential duties of his or her position, and the position has not been declared surplus, he or she shall resume work, as directed by the Employer, within two (2) weeks of the date that LTIP benefits cease. Where, for accommodation reasons, an employee cannot be returned to his or her position within the two (2) week period, the Employer shall grant a leave of absence with pay pending the completion of the accommodation requirements, but in no event shall the leave of absence with pay exceed three (3) months. The employee shall return to work, when accommodations are completed, on the date specified by the Employer. In order to be eligible for leave of absence with pay, the employee shall co-operate with the Employer regarding the return-to-work arrangements.
- PT.12.9.1 When an employee who has been receiving or was eligible to receive LTIP benefits is deemed able to perform the essential duties of his or her position but the position is no longer available due to the application of Article PT12.7, the employee shall have all rights and entitlements under Article 27. Where no direct assignment, bump or unreduced pension/pension bridge is identified for and/or chosen by the employee on his or her return, he or she shall be eligible immediately for a temporary assignment, if available (despite Article 27.10.1 limiting eligibility for temporary assignments). The employee will be eligible for one temporary assignment only. If the employee refuses the offer of a temporary assignment, no further temporary opportunities will be sought for him or her.
- PT.12.9.2 The temporary assignment can be extended at the Employer's discretion except as limited by Article 18.7.2. Time spent on the temporary assignment does not constitute a hiatus in the employee's notice period. Therefore, should no direct assignment be found for the employee, his or her employment ends at the termination of either the notice period or the temporary assignment, whichever is later. The employee will receive salary protection, if applicable, only during the six (6) month notice period.
- PT.12.10 A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be provided to an employee and this document shall not be considered as termination of employment.

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

- PT.13.1 The "basic hourly rate" of pay is the weekly rate of the class divided by thirty-six and a quarter (36¼).
- PT.13.2 The "weekly" rate of pay for regular part-time employees is the basic hourly rate times the applicable weekly hours of work.
- PT.13.3 "Weekly hours of work" shall be the average of the regularly scheduled weekly hours of a position calculated over a period of four (4) consecutive weeks.
- PT.13.4 Despite the definition of "regular part-time employee", an employee who immediately before the coming into force of the *Public Service Act Regulation 977 1(3)(a)* was working fewer than 36¼ hours per week and who was receiving benefits as if he or she was a full-time employee shall be deemed to continue as a full-time employee for purposes of the receipt of benefits so long as he or she occupies the same position.

**FXT.1            FIXED TERM EMPLOYEES**

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

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

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

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

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

**FXT.2            Salary**

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

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

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

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

**FXT.3            Holidays**

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

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

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

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

**FXT.4 Vacation Pay**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FXT.8 Bereavement Leave**

**FXT 8.1** An employee who would otherwise have been at work, shall be allowed up to three (3) days of leave-of-absence with pay in the event of the death of his or her spouse, mother, father, step-mother, step-father, mother-in-law, father-in-law, son,

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

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

### **FXT.9 Religious Accommodation**

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

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

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

FXT.10.2 All active fixed-term employees employed as of January 1, 2015, shall, within thirty-one (31) days, have a one-time option to elect to pay 100% of the premium toward insured benefit plans set out in Articles 34 (Supplementary Health and Hospital) and 35 (Dental Plan) for the duration of their contract and any subsequent extensions or reappointment not broken by a 13 week or greater period of non-employment. Employees will be insured under the insured benefits plan effective the first of the month immediately following their election and following at least two (2) months of continuous service.

FXT.10.3 Within thirty-one (31) days following the initial election period under Article FXT.10.2, all employees hired following January 1, 2015 shall have a one-time option to elect to pay 100% of the premium toward insured benefit plans set out in Articles 34 (Supplementary Health and Hospital) and 35 (Dental Plan) for the duration of their contract and any subsequent extensions or reappointment not broken by a 13 week or greater period of non-employment. Employees will be insured under the insured benefits plan effective the first of the month immediately following two (2) months of continuous service.

FXT.10.4 Once an employee has opted for insured benefits coverage under Article FXT.10.2 or Article FXT.10.3, they will be required to maintain coverage for the duration of their fixed term employment, including any subsequent extensions or reappointments not broken by a 13 week or greater period of non-

employment.

FXT.10.5 Notwithstanding Article FXT.10.4, a fixed-term employee working full-time hours may opt out of coverage within thirty-one (31) days following the start of a subsequent fixed-term reappointment where the hours of work are less than full-time.

**FXT.11 Termination of Employment**

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

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

- 1 Recognition
- 2 Non-Discrimination/Harassment/Sexual Harassment
- 3 Management Rights
- 4 Information on Positions
- 5 Statement of Information/Duties to Employees
- 6 No Discrimination for Association Activities
- 7 Employee's Right to Representation
- 8 Leaves for Association Activities
- 9 Rights of Workplace Representatives
- 10 Dues
- 12 Employer/Employee Relations Committees
- 13 Bulletin Boards
- 15 Dispute Resolution
- 16 Seniority (16.2.1 and 16.2.2)
- 17 Appointment to Regular Service (Articles 17.3.1 and 17.3.2)
- 18 Posting and Filling of Vacancies & New Positions (18.1, 18.3, 18.4, 18.5.2, 18.6 and 18.7.1)
- 20 Discipline and Discharge
- 21 Personnel Files and Disciplinary Records
- 23 Leaves - Articles 23.2.1(without pay), 23.3 (special and compassionate), 23.7 (jury/witness), 23.9.1 (emergency leave) and 23.10.1 (family medical leave)
- 25 Health & Safety
- 27 Job Security - Article 27.1.1(b)
- 41 Meal Allowances
- 42 Kilometric Rates and Use of Private Vehicle
- 45 Merit Pay
- 46 Hours of Work
- 47 Alternative Work Arrangements
- 48 Reclassification to Another Bargaining Unit
- 50 Shift Premium
- 51 Term and Renewal



**Schedule 1 – List of Classifications**

05720 Adviser, Ontario Police Commission (**AMAPCEO Unit**)

05724 Intelligence Officer OP Commission (**AMAPCEO Unit**)

12AFA Financial Administration (**AMAPCEO Unit**) AFA12

13AFA Financial Administration (**AMAPCEO Unit**) AFA13

14AFA Financial Administration (**AMAPCEO Unit**) AFA14

15AFA Financial Administration (**AMAPCEO Unit**) AFA15

16AFA Financial Administration (**AMAPCEO Unit**) AFA16

17AFA Financial Administration (**AMAPCEO Unit**) AFA17

18AFA Financial Administration (**AMAPCEO Unit**) AFA18

19AFA Financial Administration (**AMAPCEO Unit**) AFA19

20AFA Financial Administration (**AMAPCEO Unit**) AFA20

21AFA Financial Administration (**AMAPCEO Unit**) AFA21

22AFA Financial Administration (**AMAPCEO Unit**) AFA22

20AFL French Language Services (**AMAPCEO Unit**) AFL20

11AGA General Administration (**AMAPCEO Unit**) AGA11

12AGA General Administration (**AMAPCEO Unit**) AGA12

13AGA General Administration (**AMAPCEO Unit**) AGA13

14AGA General Administration (**AMAPCEO Unit**) AGA14

15AGA General Administration (**AMAPCEO Unit**) AGA15

16AGA General Administration (**AMAPCEO Unit**) AGA16

17AGA General Administration (**AMAPCEO Unit**) AGA17

18AGA General Administration (**AMAPCEO Unit**) AGA18

19AGA General Administration (**AMAPCEO Unit**) AGA19

20AGA General Administration (**AMAPCEO Unit**) AGA20

21AGA General Administration (**AMAPCEO Unit**) AGA21

22AGA General Administration (**AMAPCEO Unit**) AGA22

18AIF Information (**AMAPCEO Unit**) AIF18

19AIF Information (**AMAPCEO Unit**) AIF19

20AIF Information (**AMAPCEO Unit**) AIF20

15AIM Institutional Management (**AMAPCEO Unit**) AIM15

16AIM Institutional Management (**AMAPCEO Unit**) AIM16

17AIM Institutional Management (**AMAPCEO Unit**) AIM17

18AIM Institutional Management (**AMAPCEO Unit**) AIM18

19AIM Institutional Management (**AMAPCEO Unit**) AIM19

20AIM Institutional Management (**AMAPCEO Unit**) AIM20

21AIM Institutional Management (**AMAPCEO Unit**) AIM21

22AIM Institutional Management (**AMAPCEO Unit**) AIM22

23AIM Institutional Management (**AMAPCEO Unit**) AIM23

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12ALA Law Administration (**AMAPCEO Unit**) ALA12  
13ALA Law Administration (**AMAPCEO Unit**) ALA13  
14ALA Law Administration (**AMAPCEO Unit**) ALA14  
15ALA Law Administration (**AMAPCEO Unit**) ALA15  
16ALA Law Administration (**AMAPCEO Unit**) ALA16  
17ALA Law Administration (**AMAPCEO Unit**) ALA17  
18ALA Law Administration (**AMAPCEO Unit**) ALA18  
19ALA Law Administration (**AMAPCEO Unit**) ALA19  
20ALA Law Administration (**AMAPCEO Unit**) ALA20  
21ALA Law Administration (**AMAPCEO Unit**) ALA21  
22ALA Law Administration (**AMAPCEO Unit**) ALA22  
23ALA Law Administration (**AMAPCEO Unit**) ALA23

12ALC Law Court Administration (**AMAPCEO Unit**) ALC12  
13ALC Law Court Administration (**AMAPCEO Unit**) ALC13  
14ALC Law Court Administration (**AMAPCEO Unit**) ALC14  
15ALC Law Court Administration (**AMAPCEO Unit**) ALC15  
16ALC Law Court Administration (**AMAPCEO Unit**) ALC16  
17ALC Law Court Administration (**AMAPCEO Unit**) ALC17  
18ALC Law Court Administration (**AMAPCEO Unit**) ALC18

15ALR Labour Relations (**AMAPCEO Unit**) ALR15  
16ALR Labour Relations (**AMAPCEO Unit**) ALR16  
17ALR Labour Relations (**AMAPCEO Unit**) ALR17  
18ALR Labour Relations (**AMAPCEO Unit**) ALR18  
19ALR Labour Relations (**AMAPCEO Unit**) ALR19  
20ALR Labour Relations (**AMAPCEO Unit**) ALR20  
21ALR Labour Relations (**AMAPCEO Unit**) ALR21  
22ALR Labour Relations (**AMAPCEO Unit**) ALR22  
23ALR Labour Relations (**AMAPCEO Unit**) ALR23

01AOF Fin Tech Spec Fin Mgt Ctrl Grp (**AMAPCEO Unit**) AOFA 01  
02AOF Fin - Prof/Mgr Fin Mgmt Ctrl Grp (**AMAPCEO Unit**) AOFA 02

16APA Program Analysis (**AMAPCEO Unit**) APA16  
17APA Program Analysis (**AMAPCEO Unit**) APA17  
18APA Program Analysis (**AMAPCEO Unit**) APA18  
19APA Program Analysis (**AMAPCEO Unit**) APA19  
20APA Program Analysis (**AMAPCEO Unit**) APA20  
21APA Program Analysis (**AMAPCEO Unit**) APA21

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12APL Personnel Administration (**AMAPCEO Unit**) APL12  
13APL Personnel Administration (**AMAPCEO Unit**) APL13  
14APL Personnel Administration (**AMAPCEO Unit**) APL14  
15APL Personnel Administration (**AMAPCEO Unit**) APL15  
16APL Personnel Administration (**AMAPCEO Unit**) APL16  
17APL Personnel Administration (**AMAPCEO Unit**) APL17  
18APL Personnel Administration (**AMAPCEO Unit**) APL18  
19APL Personnel Administration (**AMAPCEO Unit**) APL19  
20APL Personnel Administration (**AMAPCEO Unit**) APL20  
21APL Personnel Administration (**AMAPCEO Unit**) APL21

16APR Property Administration (**AMAPCEO Unit**) APR16  
17APR Property Administration (**AMAPCEO Unit**) APR17  
18APR Property Administration (**AMAPCEO Unit**) APR18  
19APR Property Administration (**AMAPCEO Unit**) APR19  
20APR Property Administration (**AMAPCEO Unit**) APR20  
21APR Property Administration (**AMAPCEO Unit**) APR21

14APS Purchasing and Supply (**AMAPCEO Unit**) APS14  
15APS Purchasing and Supply (**AMAPCEO Unit**) APS15  
16APS Purchasing and Supply (**AMAPCEO Unit**) APS16  
17APS Purchasing and Supply (**AMAPCEO Unit**) APS17  
18APS Purchasing and Supply (**AMAPCEO Unit**) APS18  
19APS Purchasing and Supply (**AMAPCEO Unit**) APS19  
20APS Purchasing and Supply (**AMAPCEO Unit**) APS20

14ASL Social Programs Administration (**AMAPCEO Unit**) ASL14  
15ASL Social Programs Administration (**AMAPCEO Unit**) ASL15  
16ASL Social Programs Administration (**AMAPCEO Unit**) ASL16  
17ASL Social Programs Administration (**AMAPCEO Unit**) ASL17  
18ASL Social Programs Administration (**AMAPCEO Unit**) ASL18  
19ASL Social Programs Administration (**AMAPCEO Unit**) ASL19  
20ASL Social Programs Administration (**AMAPCEO Unit**) ASL20  
21ASL Social Programs Administration (**AMAPCEO Unit**) ASL21  
22ASL Social Programs Administration (**AMAPCEO Unit**) ASL22

01ASM Systems Management (**AMAPCEO Unit**) ASM01  
02ASM Systems Management (**AMAPCEO Unit**) ASM02

13ASY Systems Services (**AMAPCEO Unit**) ASY13  
14ASY Systems Services (**AMAPCEO Unit**) ASY14  
15ASY Systems Services (**AMAPCEO Unit**) ASY15  
16ASY Systems Services (**AMAPCEO Unit**) ASY16  
17ASY Systems Services (**AMAPCEO Unit**) ASY17  
18ASY Systems Services (**AMAPCEO Unit**) ASY18  
19ASY Systems Services (**AMAPCEO Unit**) ASY19

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- 20ASY Systems Services (**AMAPCEO Unit**) ASY20
- 21ASY Systems Services (**AMAPCEO Unit**) ASY21
  
- 19ATR Translation (**AMAPCEO Unit**) ATR19
- 20ATR Translation (**AMAPCEO Unit**) ATR20
  
- 16CCL Clerical Services (**AMAPCEO Unit**) CCL16
- 17CCL Clerical Services (**AMAPCEO Unit**) CCL17
  
- 14CEQ Office Equip Operation (**AMAPCEO Unit**) CEQ14
- 15CEQ Office Equip Operation (**AMAPCEO Unit**) CEQ15
  
- 13CTR Transcription Services (**AMAPCEO Unit**) CTR13
- 14CTR Transcription Services (**AMAPCEO Unit**) CTR14
- 15CTR Transcription Services (**AMAPCEO Unit**) CTR15
- 16CTR Transcription Services (**AMAPCEO Unit**) CTR16
- 17CTR Transcription Services (**AMAPCEO Unit**) CTR17
- 18CTR Transcription Services (**AMAPCEO Unit**) CTR18
  
- 12OAG Agricultural Support (**AMAPCEO Unit**) OAG12
- 13OAG Agricultural Support (**AMAPCEO Unit**) OAG13
- 14OAG Agricultural Support (**AMAPCEO Unit**) OAG14
  
- 14OAM Ambulance Services (**AMAPCEO Unit**) OAM14
- 15OAM Ambulance Services (**AMAPCEO Unit**) OAM15
- 16OAM Ambulance Services (**AMAPCEO Unit**) OAM16
- 17OAM Ambulance Services (**AMAPCEO Unit**) OAM17
- 18OAM Ambulance Services (**AMAPCEO Unit**) OAM18
  
- 15OCR Correctional (**AMAPCEO Unit**) OCR15
- 16OCR Correctional (**AMAPCEO Unit**) OCR16
  
- 15OFS Food Services (**AMAPCEO Unit**) OFS15
- 16OFS Food Services (**AMAPCEO Unit**) OFS16
  
- 16OGN General Operational (**AMAPCEO Unit**) OGN16
- 17OGN General Operational (**AMAPCEO Unit**) OGN17
  
- 14OHP Heating and Power (**AMAPCEO Unit**) OHP14
- 15OHP Heating and Power (**AMAPCEO Unit**) OHP15
- 16OHP Heating and Power (**AMAPCEO Unit**) OHP16
- 17OHP Heating and Power (**AMAPCEO Unit**) OHP17

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- 16OIN Institutional Care (**AMAPCEO Unit**) OIN16
- 15OPR Printing (**AMAPCEO Unit**) OPR15
- 17OST Skills and Trades (**AMAPCEO Unit**) OST17
- 18OST Skills and Trades (**AMAPCEO Unit**) OST18
- 19OST Skills and Trades (**AMAPCEO Unit**) OST19
- 16PAC Actuarial Science (**AMAPCEO Unit**) PAC16
- 17PAC Actuarial Science (**AMAPCEO Unit**) PAC17
- 18PAC Actuarial Science (**AMAPCEO Unit**) PAC18
- 19PAC Actuarial Science (**AMAPCEO Unit**) PAC19
- 20PAC Actuarial Science (**AMAPCEO Unit**) PAC20
- 21PAC Actuarial Science (**AMAPCEO Unit**) PAC21
- 22PAC Actuarial Science (**AMAPCEO Unit**) PAC22
- 16PAG Agriculture (**AMAPCEO Unit**) PAG16
- 17PAG Agriculture (**AMAPCEO Unit**) PAG17
- 18PAG Agriculture (**AMAPCEO Unit**) PAG18
- 19PAG Agriculture (**AMAPCEO Unit**) PAG19
- 20PAG Agriculture (**AMAPCEO Unit**) PAG20
- 21PAG Agriculture (**AMAPCEO Unit**) PAG21
- 14PAH Archival and Historical (**AMAPCEO Unit**) PAH14
- 15PAH Archival and Historical (**AMAPCEO Unit**) PAH15
- 16PAH Archival and Historical (**AMAPCEO Unit**) PAH16
- 17PAH Archival and Historical (**AMAPCEO Unit**) PAH17
- 18PAH Archival and Historical (**AMAPCEO Unit**) PAH18
- 14PCH Chaplain (**AMAPCEO Unit**) PCH14
- 15PCH Chaplain (**AMAPCEO Unit**) PCH15
- 16PCH Chaplain (**AMAPCEO Unit**) PCH16
- 17PCH Chaplain (**AMAPCEO Unit**) PCH17
- 18PCH Chaplain (**AMAPCEO Unit**) PCH18
- 19PCH Chaplain (**AMAPCEO Unit**) PCH19
- 16PEC Economics and Statistics (**AMAPCEO Unit**) PEC16
- 17PEC Economics and Statistics (**AMAPCEO Unit**) PEC17
- 18PEC Economics and Statistics (**AMAPCEO Unit**) PEC18
- 19PEC Economics and Statistics (**AMAPCEO Unit**) PEC19
- 20PEC Economics and Statistics (**AMAPCEO Unit**) PEC20
- 21PEC Economics and Statistics (**AMAPCEO Unit**) PEC21
- 19PED Education (**AMAPCEO Unit**) PED19
- 20PED Education (**AMAPCEO Unit**) PED20
- 21PED Education (**AMAPCEO Unit**) PED21

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- 22PED Education (**AMAPCEO Unit**) PED22
  
- 16PGS General Scientific (**AMAPCEO Unit**) PGS16
- 17PGS General Scientific (**AMAPCEO Unit**) PGS17
- 18PGS General Scientific (**AMAPCEO Unit**) PGS18
- 19PGS General Scientific (**AMAPCEO Unit**) PGS19
- 20PGS General Scientific (**AMAPCEO Unit**) PGS20
- 21PGS General Scientific (**AMAPCEO Unit**) PGS21
  
- 10PHE Home Economics, Dietetics and Nutrition (**AMAPCEO Unit**) PHE10
- 11PHE Home Economics, Dietetics and Nutrition (**AMAPCEO Unit**) PHE11
- 12PHE Home Economics, Dietetics and Nutrition (**AMAPCEO Unit**) PHE12
- 13PHE Home Economics, Dietetics and Nutrition (**AMAPCEO Unit**) PHE13
- 14PHE Home Economics, Dietetics and Nutrition (**AMAPCEO Unit**) PHE14
- 15PHE Home Economics, Dietetics and Nutrition (**AMAPCEO Unit**) PHE15
- 16PHE Home Economics, Dietetics and Nutrition (**AMAPCEO Unit**) PHE16
- 17PHE Home Economics, Dietetics and Nutrition (**AMAPCEO Unit**) PHE17
- 18PHE Home Economics, Dietetics and Nutrition (**AMAPCEO Unit**) PHE18
  
- 14PLS Library Services (**AMAPCEO Unit**) PLS14
- 15PLS Library Services (**AMAPCEO Unit**) PLS15
- 16PLS Library Services (**AMAPCEO Unit**) PLS16
- 17PLS Library Services (**AMAPCEO Unit**) PLS17
  
- 13PNR Nursing (**AMAPCEO Unit**) PNR13
- 14PNR Nursing (**AMAPCEO Unit**) PNR14
- 15PNR Nursing (**AMAPCEO Unit**) PNR15
- 16PNR Nursing (**AMAPCEO Unit**) PNR16
- 17PNR Nursing (**AMAPCEO Unit**) PNR17
- 18PNR Nursing (**AMAPCEO Unit**) PNR18
- 19PNR Nursing (**AMAPCEO Unit**) PNR19
  
- 13POC Occupational & Physical Therapy (**AMAPCEO Unit**) POC13
- 14POC Occupational & Physical Therapy (**AMAPCEO Unit**) POC14
- 15POC Occupational & Physical Therapy (**AMAPCEO Unit**) POC15
- 16POC Occupational & Physical Therapy (**AMAPCEO Unit**) POC16
  
- 16PPH Pharmacy (**AMAPCEO Unit**) PPH16
- 17PPH Pharmacy (**AMAPCEO Unit**) PPH17
- 18PPH Pharmacy (**AMAPCEO Unit**) PPH18
- 19PPH Pharmacy (**AMAPCEO Unit**) PPH19
- 20PPH Pharmacy (**AMAPCEO Unit**) PPH20
- 21PPH Pharmacy (**AMAPCEO Unit**) PPH21
- 22PPH Pharmacy (**AMAPCEO Unit**) PPH22
  
- 19PPY Psychology (**AMAPCEO Unit**) PPY19

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|       |   |        |
|-------|---|--------|
| 20PPY | Psychology ( <b>AMAPCEO Unit</b> )                        | PPY20  |
| 21PPY | Psychology ( <b>AMAPCEO Unit</b> )                        | PPY-21 |
| 14PRP | Resources Planning and Management ( <b>AMAPCEO Unit</b> ) | PRP14  |
| 15PRP | Resources Planning and Management ( <b>AMAPCEO Unit</b> ) | PRP15  |
| 16PRP | Resources Planning and Management ( <b>AMAPCEO Unit</b> ) | PRP16  |
| 17PRP | Resources Planning and Management ( <b>AMAPCEO Unit</b> ) | PRP17  |
| 18PRP | Resources Planning and Management ( <b>AMAPCEO Unit</b> ) | PRP18  |
| 19PRP | Resources Planning and Management ( <b>AMAPCEO Unit</b> ) | PRP19  |
| 20PRP | Resources Planning and Management ( <b>AMAPCEO Unit</b> ) | PRP20  |
| 21PRP | Resources Planning and Management ( <b>AMAPCEO Unit</b> ) | PRP21  |
| 17PRS | Research Science ( <b>AMAPCEO Unit</b> )                  | PRS17  |
| 18PRS | Research Science ( <b>AMAPCEO Unit</b> )                  | PRS18  |
| 19PRS | Research Science ( <b>AMAPCEO Unit</b> )                  | PRS19  |
| 20PRS | Research Science ( <b>AMAPCEO Unit</b> )                  | PRS20  |
| 21PRS | Research Science ( <b>AMAPCEO Unit</b> )                  | PRS21  |
| 15PSP | Speech Path & Audiology ( <b>AMAPCEO Unit</b> )           | PSP15  |
| 16PSP | Speech Path & Audiology ( <b>AMAPCEO Unit</b> )           | PSP16  |
| 17PSP | Speech Path & Audiology ( <b>AMAPCEO Unit</b> )           | PSP17  |
| 18PSP | Speech Path & Audiology ( <b>AMAPCEO Unit</b> )           | PSP18  |
| 19PSP | Speech Path & Audiology ( <b>AMAPCEO Unit</b> )           | PSP18  |
| 16PSW | Social Work ( <b>AMAPCEO Unit</b> )                       | PSW16  |
| 17PSW | Social Work ( <b>AMAPCEO Unit</b> )                       | PSW17  |
| 18PSW | Social Work ( <b>AMAPCEO Unit</b> )                       | PSW18  |
| 19PSW | Social Work ( <b>AMAPCEO Unit</b> )                       | PSW19  |
| 18PVT | Veterinary Science ( <b>AMAPCEO Unit</b> )                | PVT18  |
| 19PVT | Veterinary Science ( <b>AMAPCEO Unit</b> )                | PVT19  |
| 20PVT | Veterinary Science ( <b>AMAPCEO Unit</b> )                | PVT20  |
| 21PVT | Veterinary Science ( <b>AMAPCEO Unit</b> )                | PVT21  |
| 14TDD | Drafting, Design & Estimating ( <b>AMAPCEO Unit</b> )     | TDD14  |
| 15TDD | Drafting, Design & Estimating ( <b>AMAPCEO Unit</b> )     | TDD15  |
| 16TDD | Drafting, Design & Estimating ( <b>AMAPCEO Unit</b> )     | TDD16  |
| 17TDD | Drafting, Design & Estimating ( <b>AMAPCEO Unit</b> )     | TDD17  |
| 18TDD | Drafting, Design & Estimating ( <b>AMAPCEO Unit</b> )     | TDD18  |
| 19TDD | Drafting, Design & Estimating ( <b>AMAPCEO Unit</b> )     | TDD19  |
| 16TEN | Engineering and Surveying Support ( <b>AMAPCEO Unit</b> ) | TEN16  |
| 17TEN | Engineering and Surveying Support ( <b>AMAPCEO Unit</b> ) | TEN17  |
| 18TEN | Engineering and Surveying Support ( <b>AMAPCEO Unit</b> ) | TEN18  |
| 19TEN | Engineering and Surveying Support ( <b>AMAPCEO Unit</b> ) | TEN19  |
| 20TEN | Engineering and Surveying Support ( <b>AMAPCEO Unit</b> ) | TEN20  |

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21TEN Engineering and Surveying Support (**AMAPCEO Unit**) TEN21

15TPH Photography (**AMAPCEO Unit**) TPH15

16TPH Photography (**AMAPCEO Unit**) TPH16

13TRT Resources Technical (**AMAPCEO Unit**) TRT13

14TRT Resources Technical (**AMAPCEO Unit**) TRT14

15TRT Resources Technical (**AMAPCEO Unit**) TRT15

16TRT Resources Technical (**AMAPCEO Unit**) TRT16

17TRT Resources Technical (**AMAPCEO Unit**) TRT17

18TRT Resources Technical (**AMAPCEO Unit**) TRT18

16TSS Scientific Support (**AMAPCEO Unit**) TSS16

17TSS Scientific Support (**AMAPCEO Unit**) TSS17

18TSS Scientific Support (**AMAPCEO Unit**) TSS18

16TTC Telecommunications (**AMAPCEO Unit**) TTC16

O1SMC Senior Specialist 1 (**AMAPCEO Unit**)

O2SMC Senior Specialist 2 (**AMAPCEO Unit**)

01AITX Senior ITX Specialist 1 (**AMAPCEO Unit**)

02AITX Senior ITX Specialist 2 (**AMAPCEO Unit**)



**Schedule 2 – Listing of New Job Evaluation/Job Classification Positions and Classifications**

Note: The parties are working jointly to complete ‘Schedule 2 – Listing of New Job Evaluation / Job Classification Positions and Classification’; upon completion the schedule will form part of the Collective Agreement.

### **Schedule 3 - MODULES AND FUNCTIONAL GROUPS**

#### **Modules and Function Groups for Direct Assignment and Bumping**

##### **PROGRAM SUPPORT SERVICES Module**

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- FINANCE Functional Group
- HUMAN RESOURCES Functional Group
- INFORMATION TECHNOLOGY Functional Group
- ADMINISTRATIVE SERVICES Functional Group
- COMMUNICATIONS Functional Group
- INFORMATION SERVICES Functional Group

**Note: In recognition of the fact that the business of government is constantly changing as is the nature of work within government, and in the recognition of the fact that new positions are constantly being created, these module descriptions are intended to be illustrative and not exhaustive.**

##### **Finance Functional Group includes:**

Financial/Business Analysis, Accounting, Risk Management/Audit, Actuarial and includes the following and similar duties:

- (a) develop, plan, execute, analyze and/or control financial policy, procedures and systems
- (b) implement and/or control procedures and methods for the reporting, recording and monitoring and/or evaluating financial transactions
- (c) plan and execute financial program and/or operational audits
- (d) provision of financial consulting services
- (e) provision of financial and business planning and analysis
- (f) provision of advice on financial risk and implications of proposed programs and activities
- (g) provision of actuarial services in support of regulatory oversight and actuarial valuation of the Ontario pension plan industry
- (h) monitor the pension and insurance industries to ensure compliance with government legislation/policies and professional actuarial and investment management standards

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- (i) invest, cash manage, borrow and lend government controlled funds and related planning and analysis functions
- (j) develop and interpret administrative taxation policy and/or taxation statutes and auditing, assessing and investigating activities associated with the administration of taxation statutes
- (k) design, develop and implement program effectiveness measures
- (l) estimate, analyze and control ministry and/or central agency/enterprise-wide revenue and expenditures
- (m) central agency and/or ministerial controllership functions
- (n) supervision with respect to the above activities

### **Human Resources Functional Group includes:**

Training and includes the following and similar duties:

- (a) plan, design, develop, deliver and evaluate operational and staff training solutions to support program delivery
- (b) supervision with respect to the above activities

### **Information Technology Functional Group includes:**

Architecture/Development, I&IT Business Solutions, Systems Services, Systems Management/Project Management, Audit/Security and includes the following and similar duties:

- (a) plan, advise, analyze, design, develop, implement, support and monitor technology solutions and related training
- (b) provision of technical advisory and consulting services in the development of information technology solutions and strategies
- (c) provision of advice to clients related to ministry and Corporate I&IT standards, policies, guidelines and procedures
- (d) coordination of contractual deliverables, develop tendering documents, provide contract services and ensuring the quality control of results
- (e) supervision with respect to the above activities

**Administrative Services Functional Group includes:**

General, Facilities Management, Procurement/Contract Management, French Language Services and Freedom of Information (FOI) and includes the following and similar duties:

**General:**

- (a) provide administrative services in support of program delivery, program development and office services
- (b) execution, coordination and control of information, procedures and systems in delivering programs and services
- (c) plan and/or evaluate systems and projects to facilitate service delivery
- (d) plan, develop, promote and co-ordinate programs to provide ministry services in accordance with the French Language Services Act
- (e) evaluate current and proposed ministry French Language policies
- (f) incorporate French language services planning in all aspects of ministry or Corporate management processes, i.e. strategic planning, human resource planning, and submissions to central agencies
- (g) supervision with respect to the above activities

**Facilities Management:**

- (a) plan, coordinate and/or implement accommodation and lease projects
- (b) provision of consulting in acquisition of resource disciplines such as construction, architecture, security, mechanical/electrical
- (c) appraisal acquisition, management, leasing and disposal of real property
- (d) supervision with respect to the above activities

**Procurement/Contract Management:**

- (a) procurement and contract management
- (b) plan, execute and/or control of purchasing, inventory management and/or distribution of products and services

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- (c) provision of advice on procurement initiatives including enterprise-wide and large complex Vendor of Record (VOR) arrangements and client lead procurements
- (d) establishment, administration and evaluation of supply policies, procedures, standards and methods, in the area of purchasing, inventory management and control, warehousing and stock keeping, material handling, requisitioning and distribution
- (e) supervision with respect to the above activities

### **Freedom of Information:**

- (a) Provide advice and guidance with respect to FOI requirements
- (b) Prepare responses to FOI requests
- (c) supervision with respect to the above activities

### **Communications Functional Group includes:**

Strategic Communications, Issues Management and includes the following and similar duties:

- (a) disseminate information about government programs and services including the promotion of those to public and private organizations and individuals
- (b) produce and distribute materials such as news releases, speeches, brochures and similar information and materials through all media including conventional media (including audio-visuals, exhibits and displays) and through web-based portals including social media
- (c) plan, develop and/or implement government and ministry advertising programs
- (d) strategic communications and issues management
- (e) organize promotional functions such as conferences, conventions, receptions and public meetings
- (f) supervision with respect to the above activities

**Information Services Functional Group includes:**

Library Services, includes the following and similar duties:

- (a) acquire, catalogue, process and maintain publications, documents and/or other data for government libraries/archives
- (b) provision of advice in the evaluation, acquisition, licensing, purchasing and/or access of information products and services
- (c) provision of information reference and research assistance to government agencies and/or to the public
- (d) supervision with respect to the above activities

**PROGRAM DEVELOPMENT Module**

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- POLICY AND ANALYSIS Functional Group
- PROGRAM PLANNING AND EVALUTATION Functional Group

**Note: In recognition of the fact that the business of government is constantly changing as is the nature of work within government, and in the recognition of the fact that new positions are constantly being created, these module descriptions are intended to be illustrative and not exhaustive.**

**Policy and Analysis Functional Group includes:**

Policy/Legislation Development, Research/Economic Analyses, Policy Coordination and includes the following and similar duties:

- (a) develop socio-economic or planning policy and strategic initiatives
- (b) develop legislative or regulatory initiatives
- (c) conduct economic and other research and statistical modeling and analysis in support of policy development and/or program evaluation and development.
- (d) coordinate policy development processes, and/or knowledge management and intelligence gathering in support of program or business service delivery.
- (e) promote and maintain stakeholder relations and establish partnerships to effectively deliver programs and policies

- (f) provide analysis and advice to Cabinet Committees, line managers, and/or agencies in the utilization of human and financial resources, corporate administrative policies, procedures and regulations and overall government and inter-government programs
- (g) supervision with respect to the above activities

**Program Planning and Evaluation Functional Group includes:**

Program Development/Evaluation, Training/Education/Outreach, Resources Planning, Project Management and Archives/Historical and includes the following and similar duties:

- (a) plan, project/program management, and consultation services in respect of provincial and or ministry program development and evaluation, standards and benchmarks, marketing, and partnerships
- (b) development/application of governance, accountability, performance measurement, and best practices programs and techniques
- (c) development and or delivery of training/outreach and or marketing tools in support of policies and programs
- (d) consult and liaise with stakeholders/partners in respect of program planning, implementation and/or development and capacity building
- (e) provide resources planning, management, regulatory, and advisory services in respect of provincial policies including land, community, and economic development
- (f) direct, consult, expertise and advice to service providers and municipalities, in the management and governance of programs
- (g) application and research of property valuation techniques in the assessment of properties for tax purposes and policy development
- (h) appraise, acquire, manage, lease and disposal of real property
- (i) provide comprehensive analysis of the impact of various alternatives and objectives, including cost/benefit and cost/effectiveness analysis
- (j) coordinate and assist management to develop and prepare multi-year plans, annual estimates, and results-based planning and in-year submissions to central agencies

- (k) acquire, preserve, restore and/or administer properties of historical, architectural and/or archaeological interest
- (l) prepare related reports, bibliographies and/or acquisition list
- (m) perform research to verify authenticity and determine significance of inscriptions and artifacts
- (n) archival services including the planning for conservation of the heritage environment
- (o) supervision with respect to the above activities

### **PROGRAM DELIVERY Module**

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- LEGAL/REGULATORY SERVICES Functional Group
- SCIENTIFIC SERVICES Functional Group
- TECHNICAL SERVICES Functional Group
- SOCIAL SERVICES AND PROGRAM ADMINISTRATION Functional Group

**Note: In recognition of the fact that the business of government is constantly changing as is the nature of work within government, and in the recognition of the fact that new positions are constantly being created, these module descriptions are intended to be illustrative and not exhaustive.**

#### **Legal/Regulatory Services Functional Group includes:**

Law/Court Administration, Arbitration/Mediation, Enforcement/Inspection and includes the following and similar duties:

- (a) conduct quasi-legal/judicial hearings to adjudicate disputes
- (b) conduct hearings, rendering of decisions and issuing of orders under statutory authority
- (c) provide legal support to courts or Crown Law Officers
- (d) administration of funds paid into court or trust funds
- (e) prepare and/or certify title, evaluate and rule as to the acceptability of documents affecting real and personal property and boundaries
- (f) provide victim and witness support and protective services



- (g) supervision with respect to the above activities

**Scientific Services Functional Group includes:**

General Scientific, Research Science, Scientific Support, Public Health and includes the following and similar duties:

- (a) provide consultation and advice on all aspects of health care, health education, health promotion and epidemiology to support policy and program development activities
- (b) provide advice and guidance on ministry policy, regulation and legislation regarding disease prevention, treatment and control standards
- (c) provide professional and scientific knowledge and advice to drug and therapeutic organizations
- (d) develop, apply, or extend concepts or systems of knowledge of natural or physical processes or phenomena; design and improve methods, materials, products or apparatus required for specific and practical purposes
- (e) analyze numerical and other scientific data to isolate, test and establish relationships of scientific significance
- (f) plan, manage, consult, and provide expertise in the management and delivery of social programs and services
- (g) develop policy and plan, implement, deliver and/or evaluate speech-language pathology and audiology programs and services
- (h) provide scientific expertise and/or coordination in policy and program development for provincial level bio-security and the prevention and surveillance of significant risks to animal and public health from hazards in livestock and related populations
- (i) supervise research undertaken directly or by external sources
- (j) research into forestry, fisheries, wildlife management, and animal and public health matters
- (k) provide quality assurance oversight of scientific/health/forensic lab services, coordination of inspections, monitor, investigate and compile data on public health, disease prevention, and/or epidemic control in the production of agricultural and agriculturally related products, water and

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wastewater processing and the submission of reports, recommendations and evidence for the enforcement of the provision of related acts and regulations.

- (l) supervision with respect to the above activities

**Social/Health Services and Program Administration Functional Group, includes:**

Social, Program Administration/Management, Psychology, Nursing, Home Economics/ Dietetics, Occupational/Physical Therapy Pharmacy, Occupational/Physical Therapy, Speech Pathology, Home Economics/Dietetics, and includes the following and similar duties:

**Social**

- (a) supervise and/or conduct direct and/or indirect social services to individuals, families and communities which include research, program development, standards setting, implementation, monitoring and/or evaluation of social work delivery system
- (b) provide advocacy consultative and advisory social work services
- (c) supervision with respect to the above activities

**Program Administration/Management**

- (a) plan, organize, direct, execute and/or control of social service programs
- (b) provision of social services to individuals, families and communities which may include research, program development, financial supports, standards setting, implementation, monitoring and/or evaluation of social work delivery system
- (c) provide advocacy consultative and advisory social work services
- (d) supervision with respect to the above activities

**Health – Psychology**

- (a) staff, supervise, administer and/or provide professional training related to psychological programs and/or initiatives
- (b) provide consultative and advisory services

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- (c) develop and participate in psychotherapeutic, remedial and behavior modification programs for groups or individuals
- (d) conduct psychological investigation and research, compile, analyze and/or interpret resultant data
- (e) use of psychological assessment techniques and the interpretation of results and responses
- (f) supervision with respect to the above activities

### **Health – Nursing**

- (a) instruct, supervise or provide nursing care and/or provide related consultative advice
- (b) public health nursing advice and guidance to local health units, schools, hospitals, industry and other facilities
- (c) provide consultation and advice on all aspects of health care, health education, health promotion and epidemiology to support policy and program development activities
- (d) supervision with respect to the above activities

### **Health - Home Economics, Dietetics**

- (a) develop, promote and/or implement provincial health and well-being programs including nutrition programs, home economics extension service, food services, dietetic programs including development, implementation and evaluation of educational/training programs
- (b) consult with community groups, government, institutions and private agencies

### **Health - Occupational/Physical Therapy**

- (a) develop policy, plan, implement, deliver and/or evaluate programs and services in the delivery and evaluation of speech-language pathology and audiology
- (b) supervise, advise, instruct and/or consult related to the above activities

### **Health – Pharmacy**

- (a) pharmacist services

- (b) provide professional and scientific knowledge and advice to drug and therapeutic organizations
- (c) provide consultant services on the standards and guidelines of patient-orientated pharmacy programs
- (d) supervision with respect to the above activities

**Technical Services Functional Group includes:**

Drafting and Design, Engineering/Surveying, Inspection, Quality Assurance, Skills and Trades/Maintenance and includes the following and similar duties:

- (a) design, plan, survey, expedite, coordinate and inspect construction projects as a support function to professional engineering and surveying groups
- (b) maintain, inspect, operate and/or repair buildings, structures, roads/highways, equipment, plants and airports
- (c) maintain, inspect and/or calibrate of control instruments and automation systems in plants
- (d) develop, monitor and/or ensure compliance with practices, procedures and standards related to inspection and maintenance processes
- (e) provide quality assurance, operations management and maintenance coordination in scientific and environmental work
- (f) prepare drawings, plans, maps, profiles, artwork and/or specifications for structures, infrastructure, interior layouts and/or services
- (g) prepare and/or review estimates and/or specifications submitted by internal Government entities or outside agencies/contractors supervision with respect to the above activities

**Letter of Understanding re: Recognition Clause in Article 1 of Collective Agreement**

May 5, 1998

The parties agree that the modified listing of classifications under the recognition clause is without prejudice to AMAPCEO's position that the scope of the recognition clause is not limited to the listed classification.

This letter of understanding forms part of the collective agreement.

Robert Stambula

Nancy Fisher

For AMAPCEO

For the Employer

**Letter of Understanding re: VRA Process for Determining Employee Status Disputes**

May 5, 1998

The parties agree that disputes arising under Parts IV and V, and Schedules 3 and 4, of the Voluntary Recognition Agreement will continue to be governed by the specific provisions of the VRA relating to such disputes, and confirm that Kevin Burkett is the agreed mediator/arbitrator.

The letter of understanding forms part of the collective agreement.

Robert Stambula

Nancy Fisher

For AMAPCEO

For the Employer

**Letter of Understanding re: Part VI of the Voluntary Recognition Agreement**

May 5, 1998

The parties agree that, despite language to the contrary in the Voluntary Recognition Agreement, any dispute in respect of an alleged violation of Part VI of the Voluntary Recognition Agreement will be enforced under Article 15 of the Collective Agreement.

This letter of understanding forms part of the collective agreement.

Robert Stambula

Nancy Fisher

For AMAPCEO

For the Employer

**Letter of Understanding re: Use of Employer Facilities and Equipment**

May 5, 1998

Robert Stambula  
Chair, AMAPCEO Negotiating Team

Re: Use of Employer Facilities and Equipment

Dear Mr. Stambula:

This will confirm agreement that the Employer and the Association will enter into discussions on the use of Employer facilities and equipment in relation to access issues in the workplace, which may include the following:

- the identification of problems and concerns of the parties associated with access issues
- electronic communications between the parties
- terms of access to the Employer's facilities for the conduct of Association business
- Association use of Employer telecommunications resources to communicate to the Association's membership
- use of Employer's equipment and facilities for distribution of documents of interest to both the Association and the Employer
- costs to the Employer associated with access
- multiagent discussions on access issues

Administrative practices between the bargaining agent and the Employer will be updated as necessary as a result of these discussions.

Yours truly,

Nancy Fisher,  
Lead Negotiator, Negotiations Secretariat



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

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

This letter forms part of the collective agreement.

Robert Stambula

For AMAPCEO

Nancy Fisher

For the Employer

**Letter of Understanding re: Term Classified Fixed Term Employees under the *Public Service of Ontario Act***

April 27, 2009

Mr. Robert Stambula, Vice-President,  
Chair, AMAPCEO Negotiating Team.

The Employer undertakes that it will not rely on or implement, in the AMAPCEO bargaining unit, the provisions of Part VI of the Management Board of Cabinet Compensation Directive, August 20, 2007 under the *Public Service of Ontario Act, 2006*, while the terms and conditions of this collective agreement are in effect, and confirms that it may enter into negotiations respecting possible implementation of these provisions in a subsequent round of collective bargaining.

Yours truly,

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

**Letter of Understanding re: References to Public Service Act and the Public Service of Ontario Act**

For clarity, the parties agree that there will be no diminution of entitlements provided for under the previous collective agreement as a result of changing the description of entitlements from the former Public Service Act and the regulations under that Act, to the Public Service of Ontario Act and any applicable Management Board of Cabinet Compensation Directives made under that Act.

Dated this 27th day of April, 2009.

Robert Stambula  
For AMAPCEO

David Brook  
For the Employer

**Letter of Understanding re: Organ or Bone Marrow Donation**

October 18, 2012

Robert Stambula  
Chair, AMAPCEO Negotiating Team

Re: Organ or Bone Marrow Donation

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

This letter forms part of the Collective Agreement.

Sincerely,

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

**Letter of Understanding re: Alternative Work Arrangements**

October 18, 2012

Robert Stambula  
Chair, AMAPCEO Negotiating Team

Re: Model agreements with respect to alternative work arrangements

Where the parties agree to an Alternative Work Arrangement pursuant to Article 47, it is agreed that the attached model agreements for compressed work week arrangements, telework pilot arrangements, and flexible hours of work arrangements as set out in Appendix A are authorized for use.

Sincerely,

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

**APPENDIX A**

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

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

**Between**

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

**and**

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

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

**1. WORK UNIT AND STAFF COVERED**

*Detailed and specific description of work unit and employees covered.*

**2. HOURS OF WORK**

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

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

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

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

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

**3. EXCESS HOURS OF WORK**

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

**4. SHORT TERM SICKNESS PLAN**

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

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

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

**5. VACATION CREDITS/COC CREDITS**

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

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

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

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

**6. BEREAVEMENT/ DISCRETIONARY AND SPECIAL AND COMPASSIONATE LEAVE**

Such leaves are not to be prorated.

**7. TRAINING ASSIGNMENTS**

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

**8. ATTENDANCE**

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

**9. GENERAL**

9.1 Employees will take a minimum 30 minute lunch period.

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

**10 TERM**

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

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

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

DATED THIS DAY OF \_\_\_\_\_

\_\_\_\_\_  
AMAPCEO

\_\_\_\_\_  
Ministry Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





Collective Agreement 2018 to 2022 between AMAPCEO and MBC

**Tasks** 7 The Employee will be performing the duties as described in the job description and will abide by all of the Employer's directives, policies, procedures and legislation while teleworking.

**Temporary Return to Official Workplace** 8 The Employee may be required to temporarily return to the official workplace for a period of time due to operational requirements such as prolonged system failure and inoperable equipment.

**Employee Salary and Benefits** 9 The Employee's salary, job responsibilities and benefits will not change due to their involvement in the telework agreement.

**Teleworkplace** 10 The Employee's teleworkplace will be located at:

(There can be multiple teleworkplaces including other government offices)

\_\_\_\_\_.

(insert full address).

The Employee's teleworkplace telephone number is:

\_\_\_\_\_.

The Employee will provide six weeks advance notice of any change to the teleworkplace location. The telework agreement cannot be extended to any other location, such as a seasonal home or cottage, without authorization from the Employee's manager.

On telework days, the teleworkplace is the place of employment for the purpose of Article 42 of the AMAPCEO Collective Agreement.

The official workplace will remain the regular worksite/place of employment for all other entitlements under the collective agreement.

**Zoning Regulations** 11 It is the Employee's responsibility to ensure that a telework agreement is in accordance with the municipal zoning regulations and in accordance with the residential lease, if applicable.

**Family Responsibilities** 12 The Employee will have arrangements in place for regular dependent (child or elder) care.

**Government Equipment** 13 The Employer will determine what government equipment is required and shall be provided at the teleworkplace; said equipment will be used only as part of the Employee's official duties. A list of the equipment provided to the Employee will be attached to this document.

If there is a problem with the government equipment provided, the Employee will bring it in to the official workplace for repair.

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

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

The Employee must also follow applicable confidentiality guidelines.

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

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

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

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

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

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

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

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

**Termination of Arrangement**

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

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

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

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

DATED THIS DAY OF \_\_\_\_\_

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Manager

\_\_\_\_\_  
AMAPCEO

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

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

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

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

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

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

**Section 1 – Employee(s) and Work Unit Covered**

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

**Section 2 – Hours of Work**

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

| Work Day      | Monday | Tuesday | Wednesday | Thursday | Friday | Lunch Peri |
|---------------|--------|---------|-----------|----------|--------|------------|
| Hours of Work |        |         |           |          |        |            |

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

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Section 3 – Training Assignments

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

Section 4 – Term

- 4.1 This Agreement shall be for \_\_\_\_ months (no longer than 12 months in duration) and will be effective from \_\_\_\_\_ to \_\_\_\_\_.
- 4.2 Either party may, on written notice of thirty (30) calendar days to the other party, terminate this Agreement.

DATED THIS DAY OF \_\_\_\_\_

\_\_\_\_\_  
Employee

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

**Letter of Understanding re: Lump Sum Payments**

The parties have identified certain AMAPCEO-represented employees that were impacted by implementation of the October 1, 2013 Job Evaluation System, and agree that these employees shall be awarded a 1.5% non-pensionable lump sum payment.

Further, following implementation of the April 1, 2019 1.0% across the board increase, any of the identified AMAPCEO-represented employees who continue to be red circled shall be awarded a 1.0% non-pensionable lump sum payment.

Lump sum payments will be pro-rated for employees working less than full-time hours. The parties agree that additional employees who may have inadvertently been left off this list may be added by the mutual agreement of the parties. Should the parties not be able to agree, the Association retains the right to file a dispute.

Dated at Toronto, this 13<sup>th</sup> day of June, 2017.

Dave Bulmer  
For the Association

Marc Rondeau  
For the Employer

**Corporate Internship Program  
Memorandum of Agreement Between  
the Crown in Right of Ontario (Management Board of Cabinet) and the  
Association of Management, Administrative and Professional Employees of Ontario  
(AMAPCEO)**

Preamble:

- (1) The Province of Ontario introduced a Corporate Internship Program in 1999 to further support the goals of the Human Resource Strategy for the Ontario Public Service.
- (2) Each year, based on the needs of the organization, the employer will review and identify key skill areas where recruitment should be focused. Positions will be assigned to a specific occupational group where there is an identified skill shortage. Interns will receive exposure to a range of key skill and core business areas. The following key skill areas will be targeted: labour relations, policy development, financial and business planning, and organizational development.
- (3) The internship program will provide each successful candidate with structured work experiences and learning opportunities through rotational assignments.
- (4) The internship program is not intended to adversely affect promotional, training and developmental opportunities of employees in the AMAPCEO bargaining unit.

Accordingly, the parties hereby agree as follows:

- (1) This agreement is intended to facilitate the implementation and operation of the Corporate Internship Program within the OPS.
- (2) For the duration of this agreement, the Province of Ontario will recruit up to 115 post secondary graduates each fiscal year.
- (3) Unless otherwise provided for in this agreement all terms of the AMAPCEO collective agreement apply. For clarity, where conflicts exist between the collective agreement and the Ontario Internship Program Guidelines (dated March 5, 1999 or as amended), the collective agreement shall prevail unless otherwise explicitly provided for by this agreement.
- (4) Interns will be hired by the employer on fixed term contracts for a period of up to two (2) years. Compensation will begin at the appropriate entry level rate for interns and reflect the developmental and training nature of the rotational assignments.
- (5) As training opportunities, the internship appointments will not be considered as vacant or new positions which otherwise require posting in accordance with the collective agreement. For clarity, the reporting requirements of Article 5.2 apply to interns.



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- (6) Despite Article FXT.7.2 and FXT.7.3 of the Collective Agreement, there will be no conversion to regular service of an internship assignment or an intern.
- (7) Each year, the Employer will advise AMAPCEO of the internship assignments that the Employer has identified as being excluded from the bargaining unit.
- (8) The Employer agrees to consult with AMAPCEO through the AMAPCEO Central Employee Relations Committee on issues which arise through the implementation and operation of the Corporate Internship Program.
- (9) Internship assignments will not:
  - (a) Include the non-trivial work of an AMAPCEO employee in the work unit who has been designated surplus or an AMAPCEO position that has been abolished in a work unit within the preceding 24 months.
  - (b) Be in work units under pre-notice of layoff under Article 27. When a pre-notice occurs within the work unit, any intern in the work unit will be reassigned.
  - (c) Substitute for the recruitment of an AMAPCEO position.
  - (d) Adversely affect direct assignment / recall opportunities of employees in the bargaining unit.
  - (e) Be considered to have ended by reason of layoff. Article 27.1.1(b) is therefore, not applicable to interns.
10. Interns will be entitled to apply to restricted competitions for twelve (12) months after the expiry of their final contract.
- 11.1 Disputes that arise respecting this agreement shall be resolved by mediation/arbitration in accordance with Article 15.11 of the Collective Agreement in an expeditious and informal manner without prejudice.
- 11.2 If the parties are unable to settle the dispute in mediation, the mediator/arbitrator shall endeavour to assist the parties to agree upon the material facts in dispute and then shall determine the dispute by arbitration.
- 11.3 When determining the dispute, the mediator/arbitrator may limit the nature and the extent of evidence and submissions and may impose such conditions as he or she considers appropriate.
- 11.4 The mediator/arbitrator shall make a decision within five days after completing proceedings on the dispute submitted to arbitration.

Collective Agreement 2018 to 2022 between AMAPCEO and MBC

12. The term of this agreement shall continue from April 1, 2004, until the expiry of the AMAPCEO Collective Agreement.

Dated at Toronto, this 18<sup>th</sup> day of October, 2012.

Robert Stambula  
For the Association

David Brook  
For the Employer

**Co-Operative Education Program  
Memorandum of Agreement Between  
the Crown in Right of Ontario (Management Board of Cabinet) and the  
Association of Management, Administrative and Professional Employees of Ontario  
(AMAPCEO)**

Preamble:

- (1) As part of the continuing mandate to implement strategies aimed at attracting, recruiting and retaining future youth and new professionals to the Ontario Public Service, a Co-Operative Education Program for post-secondary students has been created.
- (2) Each year, based on the needs of the organization, the employer will review and identify key skill areas where recruitment of Co-Operative Education Program Students should be focused.
- (3) Co-Operative Education Program Students will receive exposure to a range of learning experiences relevant to their field of academic study.
- (4) The Co-Operative Education Program is not intended to adversely affect promotional, training and developmental opportunities of employees in the AMAPCEO bargaining unit or to provide replacements or substitutes for existing AMAPCEO represented employees.

Accordingly, the parties hereby agree as follows:

- (1) This agreement is intended to facilitate the implementation and operation of the Co-Operative Education Program within the OPS.
- (2) The Employer will create the position of Co-Operative Education Student within the AMAPCEO bargaining unit. For the duration of the agreement, the Employer may employ up to a total of 150 Co-Operative Education Students in the workplace at any time.
- (3) A “Co-Operative Education Student” is a full-time fixed term employee hired into the Co-Operative Education classification who is enrolled in a Co-Operative Education Training Program from a recognized college, university or other post-secondary institution.
- (4) Unless otherwise provided for in this agreement, all terms and conditions for Fixed Term Employees in the AMAPCEO Collective Agreement shall apply to Co-Operative Education Students, save and except for the following articles:
  - FXT.5: Attendance Credits and Sick Leave
  - FXT.7: Filling of Positions with Fixed Term Employees
  - FXT.10: Payment in Lieu of Benefits
  - FXT.12: 8 Association Leave
    - 16 Seniority
    - 23 Leaves
    - 27 Job Security

Collective Agreement 2018 to 2022 between AMAPCEO and MBC

45 Merit Pay/Pay for Performance  
47 Alternative Work Arrangements

For clarity, all other Articles listed in FXT.12 apply to Co-Operative Education Students.

Where conflicts exist between the AMAPCEO Collective Agreement and the Co-Operative Education Program Guidelines, the AMAPCEO Collective Agreement shall prevail unless otherwise explicitly provided for by this agreement.

- (5) Co-Operative Education Students will be paid a percentage of the annual salary minimum as specified in the AMAPCEO Collective Agreement, of the appropriate classification of the position that they are assigned to, as follows:

| Co-Operative Education Work Term | Percentage of Classification |
|----------------------------------|------------------------------|
| 1                                | 60                           |
| 2                                | 64                           |
| 3                                | 68                           |
| 4                                | 72                           |
| 5                                | 76                           |
| 6                                | 80                           |

- (6) As training opportunities, the nature of the work performed by Co-Operative Education Students shall be special project work and will not be considered as vacant or new positions which otherwise require posting in accordance with the AMAPCEO Collective Agreement.
- (7) The Employer agrees to consult with AMAPCEO through the AMAPCEO Central Employee Relations Committee on issues which arise through the implementation and operation of the Co-Operative Education Program.
- (8) Placements under the Co-Operative Education Program will not:
- (a) Include the non-trivial work of an AMAPCEO employee in the work unit who has been designated surplus or an AMAPCEO position that has been abolished in a work unit within the preceding 24 months.
  - (b) Be in work units under pre-notice of layoff under Article 27. When a pre-notice occurs within the work unit, any Co-Operative Education Students in the work unit will be reassigned.
  - (c) Substitute for the recruitment of an AMAPCEO position.
  - (d) Adversely affect direct assignment / recall opportunities of employees in the bargaining unit.
  - (e) Be considered to have ended by reason of layoff. Article 27.1.1(b) is therefore, not

Collective Agreement 2018 to 2022 between AMAPCEO and MBC

applicable to Co-Operative Education Students.

- (9) The term of this agreement shall expire with the Collective Agreement.

Dated at Toronto, this 18<sup>th</sup> day of October, 2012.

Robert Stambula  
For the Association

David Brook  
For the Employer

**INTERNATIONALLY TRAINED PROFESSIONALS INTERNSHIP PROGRAM  
MEMORANDUM OF AGREEMENT**

**Between**

**The Crown in Right of Ontario (Ministry of Government Services)**

**“the Employer”**

**and**

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

WHEREAS the Employer has established an internship program in the Ontario Public Service (OPS) for internationally trained professionals in order to help skilled immigrants gain relevant paid Canadian experience in their fields and to enable them to become productive members of Ontario’s labour market;

AND WHEREAS the parties are committed to principles which will foster and encourage diversity in the workplace;

NOW THEREFORE the parties agree as follows:

1. The Employer shall have no more than one hundred (100) internship placements at any one time in the AMAPCEO Bargaining Unit for internationally trained professionals.
2. Each placement shall be for a period not exceeding six (6) months and are not renewable.
3. The Employer shall notify the Association of placements semi-annually. This information shall be reported to ACERC and will include: intern names, work locations, Ministry, Branch and immediate supervisor. A copy of the Ministry’s Placement Proposal pertaining to each intern will also be forwarded within one (1) month of the commencement of such placement.
4. The nature of the work performed in each placement shall be special project work and will not be a substitute for any vacant or new position which otherwise require posting in accordance with the collective agreement. It is further understood that this work is not a substitute for or a replacement of the work of the AMAPCEO bargaining unit. Internship placements will not:
  - (a) Include the non-trivial work of an AMAPCEO employee in the work unit who has been designated surplus or an AMAPCEO position that has been abolished in a work unit within the preceding 24 months.
  - (b) Be in work units under pre-notice of layoff under Article 27. When a pre-notice occurs within the work unit, any intern in the work unit will be reassigned.
  - (c) Substitute for the recruitment of an AMAPCEO position.

Collective Agreement 2018 to 2022 between AMAPCEO and MBC

- (d) Adversely affect direct assignment/recall opportunities of employees in the bargaining unit.
  - (e) Be considered to have ended by reason of layoff. Article 27.1.1(b) is therefore, not applicable to interns.
5. This program will not adversely affect promotional, training and development opportunities of employees in the AMAPCEO bargaining unit.
  6. It is understood that AMAPCEO has been asked to waive the provisions of the Collective Agreement and will agree that in these unique circumstances the participants/interns will not have rights and entitlements pursuant to the Collective Agreement.
  7. Participants of the internship program are eligible to apply to restricted job competitions within the Ontario Public Service throughout the duration of their six (6) month placements. It is understood that the positions posted will have previously cleared surplus.
  8. This agreement expires with the Collective Agreement.

Dated at Toronto, this 18<sup>th</sup> day of October, 2012.

Robert Stambula  
For the Association

David Brook  
For the Employer

**TRANSITION EXIT INITIATIVE  
MEMORANDUM OF AGREEMENT**  
**Between**  
**ASSOCIATION OF MANAGEMENT, ADMINISTRATIVE AND PROFESSIONAL  
CROWN EMPLOYEES OF ONTARIO**  
**(“the Association”)**  
**and**  
**THE CROWN IN RIGHT OF ONTARIO as represented by the  
Treasury Board Secretariat**  
**(“the Employer”)**

The parties have agreed to work collaboratively to support the transformation of the Ontario Public Service while minimizing the impact to employees. Accordingly, the parties have agreed to establish a Transition Exit Initiative (TEI) as follows:

1. All regular and regular part-time employees will be eligible to apply to a Transition Exit Initiative (TEI).
2. An employee may request in writing voluntary exit from employment with the OPS under the TEI, which request may be approved by the Employer in its sole discretion. The Employee’s request will be submitted to the Corporate Employer. The Employer’s approval shall be based on the following considerations:
  - i. At the time that an employee TEI request is being considered, the Employer has plans to reduce positions in the AMAPCEO bargaining unit; and
  - ii. The Employer has determined in its discretion that the employee’s exit from employment supports the transformation of the Ontario Public Service.

The Employer shall provide written confirmation of receipt of the employee’s request within 30 days with a copy to the Association. If the employee’s request is approved, the Employer shall provide written notification to the employee with a copy to the Association. An employee may withdraw his/her request by written notice to the Corporate Employer.

3. If there is more than one employee eligible to exit under the TEI, the determination of who will exit under the TEI shall be based on seniority.
4. An employee who has received notice of Employer approval to exit under the TEI shall be deemed to have accepted one of the options as outlined in Paragraph 5.
5. An employee who exits from employment under the TEI will only be entitled to the following:
  - i. A lump sum of six (6) months’ pay, plus one (1) week pay per year of continuous service; or



- ii. Continuance of salary plus benefits (except STSP and LTIP) for six (6) months commencing on the date set out in Paragraph 6, plus one (1) week pay per year of continuous service or its equivalent period of further salary continuance plus benefits (except STSP and LTIP). For clarity, during the salary continuance period, employee and Employer pension contributions and vacation and pension credits will continue to accrue. Notwithstanding the above, the further salary continuance period shall not be greater than the length of time between the commencement of the salary continuance and the end of the month in which the employee will attain sixty-five (65) years of age. Any remaining balance will be paid forewith to the employee as a lump-sum.
  - iii. Where the employee does not choose a specific pay-in-lieu option, the employee shall be deemed to have chosen the lump sum option under 5(i).
6. In the event that an employee who exits the OPS under the TEI is reappointed to a position in the Ontario Public Service within 24 months, the employee will repay to the Minister of Finance the six month lump sum paid out under paragraph 5 above.
7. Where an employee is exiting under the TEI, his or her last day at work shall be five (5) working days after the notice of Employer approval to exit is received, or such other period as the employee and the Employer shall agree.
8. The payment under Paragraph 5 and any payout of unused vacation or compensating leave credits are payable as soon as possible, but not later than three (3) pay periods following the employee's exit under the TEI.
9. Employees exiting under the TEI shall have the entitlements in Paragraph 5 in lieu of the entitlements in Article 27.15 (Severance Entitlements), 27.20 (Enhanced Severance), and Article 38 (Termination Payments) of the Collective Agreement.
10. The parties agree that all employees exiting under the TEI are doing so pursuant to a program of downsizing undertaken by the Employer and in so doing are preventing another employee from being laid off. Accordingly the Employer agrees to take all necessary steps to attempt to ensure that the Employment Insurance Commission recognizes that the entitlement to Employment Insurance of employees who are laid off and who take a pay-in-lieu of notice option qualifies as registered 'workforce reduction processes' under the Employment Insurance Act.
11. The parties agree that at no time will the number of employees exiting under the TEI exceed the number of positions identified by the Employer to be reduced in the bargaining unit, without the agreement of the parties.
12. This MOA forms part of the collective agreement.
13. This Memorandum expires upon the expiry of the Collective Agreement.

Collective Agreement 2018 to 2022 between AMAPCEO and MBC

Dated at Toronto, this 28th day of August, 2014.

Dianne Colville  
For AMAPCEO

Marc Rondeau  
For the Employer

**Memorandum of Agreement re: Implementation of New Job Evaluation System**

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

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

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

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

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

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

4. In Scope Jobs

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

Collective Agreement 2018 to 2022 between AMAPCEO and MBC

- vii. The evaluation of positions as described in subparagraphs 4 (ii) above, pursuant to the job classification/evaluation system as described in paragraph 3, shall be completed by the Employer by December 30, 2012, and submitted to the Association for its review at that time. The evaluation of positions as described in subparagraphs 4(iii) and (iv) above, pursuant to the job classification/evaluation system as described in paragraph 3, shall be completed by the Employer and submitted to the Association for its review on at least a monthly basis beginning November 30, 2012 and completed not later than February 28, 2013. The Association shall complete its review of these evaluations as soon as possible. Following review by the Association, the joint review of all remaining positions are to be conducted by the JWG and shall be completed as soon as possible.
- viii. The JSC may provide direction to the JWG and discuss any unresolved matters that are forwarded by way of written submission from the JWG.
- ix. The joint review of all written submissions referred to the JSC by the JWG shall be completed not later than September 30, 2013.
- x. The parties agree that there will be consultation and collaboration between the parties throughout the process. There will be full disclosure and sharing of information for all technical aspects of the process for implementing the job classification/evaluation system. In support of the completion of the project in a timely and collaborative manner, the parties agree to implement the following data sharing protocol:

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

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

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

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

## 5. Date of Implementation

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

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

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

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

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

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

## Collective Agreement 2018 to 2022 between AMAPCEO and MBC

- vii. Where as a result of this review process a position is assigned to a higher classification level, the resulting adjustment to the employee's salary, if any, shall be effective the date of implementation

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

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

### 9. Maintenance of Job Evaluation

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

### 10. Pay Administration

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

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



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increases, if any, while his/her salary is above the new maximum of the new salary range.

(d) The anniversary date of an employee covered by this paragraph shall remain unaffected by the movement to the new level.

(e) For clarity, Article 19 shall not apply to the movement in this paragraph.

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

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

Dated at Toronto, this 18<sup>th</sup> day of October, 2012.

Robert Stambula  
For AMAPCEO

David Brook  
For the Employer

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

APPENDIX A: Classification levels and Salary Ranges.

APPENDIX B: -Factor Language and Plan Overview;  
-Final Factor Language;  
-Validation Process Flowchart;  
-Paragraph 6: April 5, 2005 MOA "A New Job Classification System for AMAPCEO."

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

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

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

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

APPENDIX G: Joint Working Group Terms of Reference.

APPENDIX H: Joint Steering Committee Terms of Reference.

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

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

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

6. The parties agree that there are no male job classes in classification levels 1, 2 and 3 of the AMAPCEO bargaining unit. Accordingly, the parties agree that the following are comparable male job classes for pay equity compliance from outside the AMAPCEO bargaining unit:

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

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

Dated at Toronto, this 18<sup>th</sup> day of October, 2012.

Robert Stambula  
For AMAPCEO

David Brook  
For the Employer

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**SALARY SCHEDULE A**

| Classification Levels   | As of September 30, 2017 |                      | October 1, 2017 to March 31, 2019 |                      | April 1, 2019 to September 30, 2019 |                      | October 1, 2019 to March 31, 2020 |                      |
|---|--------------------------|----------------------|-----------------------------------|----------------------|-------------------------------------|----------------------|-----------------------------------|----------------------|
|   | Salary Range Minimum     | Salary Range Maximum | Salary Range Minimum              | Salary Range Maximum | Salary Range Minimum                | Salary Range Maximum | Salary Range Minimum              | Salary Range Maximum |
| 1   | \$47,873                 | \$61,702             | \$48,591                          | \$62,628             | \$49,077                            | \$63,254             | \$49,568                          | \$63,887             |
| 2   | \$49,868                 | \$67,819             | \$50,616                          | \$68,836             | \$51,122                            | \$69,524             | \$51,633                          | \$70,219             |
| 3   | \$53,857                 | \$74,534             | \$54,665                          | \$75,652             | \$55,212                            | \$76,409             | \$55,764                          | \$77,173             |
| 4   | \$60,490                 | \$84,570             | \$61,397                          | \$85,839             | \$62,011                            | \$86,697             | \$62,631                          | \$87,564             |
| 5   | \$64,434                 | \$92,846             | \$65,401                          | \$94,239             | \$66,055                            | \$95,181             | \$66,716                          | \$96,133             |
| 6   | \$69,496                 | \$102,408            | \$70,538                          | \$103,944            | \$71,243                            | \$104,983            | \$71,955                          | \$106,033            |
| 7   | \$74,802                 | \$108,721            | \$75,924                          | \$110,352            | \$76,683                            | \$111,456            | \$77,450                          | \$112,571            |
| 8   | \$84,774                 | \$119,487            | \$86,046                          | \$121,279            | \$86,906                            | \$122,492            | \$87,775                          | \$123,717            |
| On the basis of market considerations identified by the Employer, the following positions shall be paid in the salary ranges set out for each position below for the term of this collective agreement: |                          |                      |                                   |                      |                                     |                      |                                   |                      |
| ACTUARY 4   | \$60,490                 | \$88,404             | \$61,397                          | \$89,730             | \$62,011                            | \$90,627             | \$62,631                          | \$91,533             |
| ACTUARY 5   | \$64,434                 | \$95,150             | \$65,401                          | \$96,577             | \$66,055                            | \$97,543             | \$66,716                          | \$98,518             |
| ACTUARY 6   | \$69,496                 | \$102,408            | \$70,538                          | \$103,944            | \$71,243                            | \$104,983            | \$71,955                          | \$106,033            |
| ACTUARY 7   | \$74,802                 | \$112,403            | \$75,924                          | \$114,089            | \$76,683                            | \$115,230            | \$77,450                          | \$116,382            |
| EDUCATION OFFICER 6   | \$69,496                 | \$119,973            | \$70,538                          | \$121,773            | \$71,243                            | \$122,991            | \$71,955                          | \$124,221            |
| SR ECON OFFICER 8   | \$84,774                 | \$130,605            | \$86,046                          | \$132,564            | \$86,906                            | \$133,890            | \$87,775                          | \$135,229            |
| ARBITRATOR 8  | \$84,774                 | \$132,797            | \$86,046                          | \$134,789            | \$86,906                            | \$136,137            | \$87,775                          | \$137,498            |
| SENIOR PROJECT MANAGER 7  | \$74,802                 | \$119,477            | \$75,924                          | \$121,269            | \$76,683                            | \$122,482            | \$77,450                          | \$123,707            |

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|   | April 1, 2020 to September 30, 2020 |                      | October 1, 2020 to March 31, 2021 |                      | April 1, 2021 to September 30, 2021 |                      | October 1, 2021 to March 31, 2022 |                      |
|---|-------------------------------------|----------------------|-----------------------------------|----------------------|-------------------------------------|----------------------|-----------------------------------|----------------------|
| Classification Levels   | Salary Range Minimum                | Salary Range Maximum | Salary Range Minimum              | Salary Range Maximum | Salary Range Minimum                | Salary Range Maximum | Salary Range Minimum              | Salary Range Maximum |
| 1   | \$50,064                            | \$64,526             | \$50,565                          | \$65,171             | \$51,071                            | \$65,823             | \$51,582                          | \$66,481             |
| 2   | \$52,149                            | \$70,921             | \$52,670                          | \$71,630             | \$53,197                            | \$72,346             | \$53,729                          | \$73,069             |
| 3   | \$56,322                            | \$77,945             | \$56,885                          | \$78,724             | \$57,454                            | \$79,511             | \$58,029                          | \$80,306             |
| 4   | \$63,257                            | \$88,440             | \$63,890                          | \$89,324             | \$64,529                            | \$90,217             | \$65,174                          | \$91,119             |
| 5   | \$67,383                            | \$97,094             | \$68,057                          | \$98,065             | \$68,738                            | \$99,046             | \$69,425                          | \$100,036            |
| 6   | \$72,675                            | \$107,093            | \$73,402                          | \$108,164            | \$74,136                            | \$109,246            | \$74,877                          | \$110,338            |
| 7   | \$78,225                            | \$113,697            | \$79,007                          | \$114,834            | \$79,797                            | \$115,982            | \$80,595                          | \$117,142            |
| 8   | \$88,653                            | \$124,954            | \$89,540                          | \$126,204            | \$90,435                            | \$127,466            | \$91,339                          | \$128,741            |
| On the basis of market considerations identified by the Employer, the following positions shall be paid in the salary ranges set out for each position below for the term of this collective agreement: |                                     |                      |                                   |                      |                                     |                      |                                   |                      |
| ACTUARY 4   | \$63,257                            | \$92,448             | \$63,890                          | \$93,372             | \$64,529                            | \$94,306             | \$65,174                          | \$95,249             |
| ACTUARY 5   | \$67,383                            | \$99,503             | \$68,057                          | \$100,498            | \$68,738                            | \$101,503            | \$69,425                          | \$102,518            |
| ACTUARY 6   | \$72,675                            | \$107,093            | \$73,402                          | \$108,164            | \$74,136                            | \$109,246            | \$74,877                          | \$110,338            |
| ACTUARY 7   | \$78,225                            | \$117,546            | \$79,007                          | \$118,721            | \$79,797                            | \$119,908            | \$80,595                          | \$121,107            |
| EDUCATION OFFICER 6   | \$72,675                            | \$125,463            | \$73,402                          | \$126,718            | \$74,136                            | \$127,985            | \$74,877                          | \$129,265            |
| SR ECON OFFICER 8   | \$88,653                            | \$136,581            | \$89,540                          | \$137,947            | \$90,435                            | \$139,326            | \$91,339                          | \$140,719            |
| ARBITRATOR 8  | \$88,653                            | \$138,873            | \$89,540                          | \$140,262            | \$90,435                            | \$141,665            | \$91,339                          | \$143,082            |
| SENIOR PROJECT MANAGER 7  | \$78,225                            | \$124,944            | \$79,007                          | \$126,193            | \$79,797                            | \$127,455            | \$80,595                          | \$128,730            |

**SALARY SCHEDULE B**

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

Classification Levels and Salary Ranges

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

On the basis of market considerations identified by the Employer, the following positions shall be paid in the salary ranges set out for each position below for the term of this collective agreement:

| Position/Level           | Salary Note Maximum   |
|--------------------------|-----------------------|
| ACTUARY 4                | \$ 60,650 - \$85,979  |
| ACTUARY 5                | \$ 64,605 - \$92,540  |
| ACTUARY 6                | \$ 69,680 - \$99,600  |
| ACTUARY 7                | \$ 75,000 - \$109,321 |
| EDUCATION OFFICER 6      | \$ 69,680 - \$116,683 |
| SENIOR PROJECT MANAGER 7 | \$ 75,000 - \$116,200 |
| SR ECON OFFICER 8        | \$ 85,000 - \$127,024 |
| ARBITRATOR 8             | \$ 85,000 - \$129,156 |

The Ontario Internship Program salary rate shall be as follows, and shall not be revised to provide for any across the board increases in accordance with Article 44:

|          |                     |
|----------|---------------------|
| INTERN 1 | \$44,938 - \$54,710 |
|----------|---------------------|