

EXTENSION AGREEMENT

("The Agreement")

The Crown in Right of Ontario

as represented by Management Board of Cabinet
("the Employer")

- and -

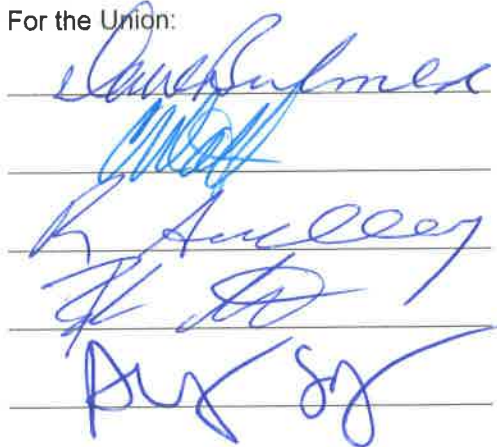
**Association of Management, Administrative and Professional
Crown Employees of Ontario (AMAPCEO)**

("the Association")

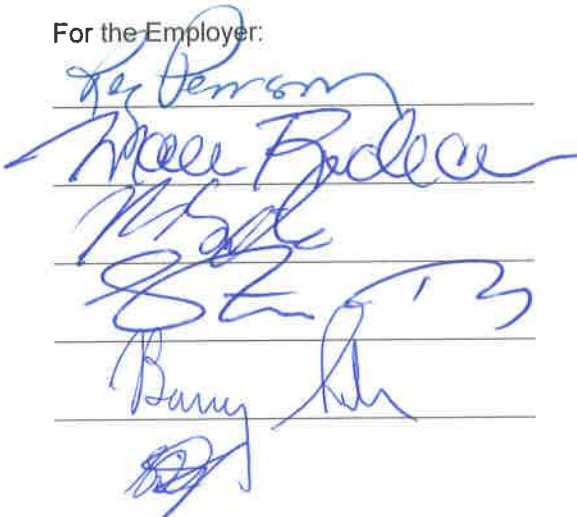
1. Subject to ratification by both parties, and subject to the terms of settlement stipulated herein, this Agreement forms the basis of the full and final settlement of an extension of the existing terms applicable to the AMAPCEO Bargaining Unit. The ratification process will be completed by both parties 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.
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* day of *June* 2017.

For the Union:


Four handwritten signatures in blue ink are written over four horizontal lines.

For the Employer:


Five handwritten signatures in blue ink are written over five horizontal lines.

Appendix A - AMAPCEO Bargaining Unit

1. Term:

- Four (4) year term (April 1, 2018 - March 31, 2022)

2. Wages (Across the Board (ATB)):

- 1.5% ATB (October 1, 2017)
- 1.0% ATB (April 1, 2019)
- 1.0% ATB (October 1, 2019)
- 1.0% ATB (April 1, 2020)
- 1.0% ATB (October, 2020)
- 1.0% ATB (April 1, 2021)
- 1.0% ATB (October 1, 2021)

3. Attendance Support and Management Program (ASMP):

(Commitment outside of the collective agreement)

- Effective January 1, 2018 the Attendance Support and Management Program (ASMP) will no longer apply to the AMAPCEO Bargaining Unit, except for:
 - Those employees who are already in Level 3 or 4 of the ASMP on December 31, 2017. These employees will continue to have their attendance managed under the ASMP until they move below Level 3.
- Employees to be notified of the right to AMAPCEO representation at Level 4, with signed waiver if representation is declined.

4. Other:

- Optional, employee-paid Out of Country medical coverage will be made available effective January 1, 2018.
 - Application to enrol may occur upon hire or at anytime thereafter. If the employee enrolls and later decides to end coverage, their decision is irrevocable and they will not be able to re-enrol.

5. Recognition Clause – HROntario Exclusion:

- The parties agree to amend the recognition clause in accordance with the changes identified in Appendix B.

6. Special and Compassionate Leave – For Dependent and Elder care:

- The Parties agree to amend Article 23.3 (Special or Compassionate Leave) in accordance with the following changes:

...

23.3.4.1 An employee shall be entitled to special leave of up to 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 23.3.4.1.

...

7. Lump Sum Payment:

- Following the implementation of the October 1, 2017 1.5% ATB, the 352 AMAPCEO-represented employees identified in Appendix C that were impacted by implementation of the October 1, 2013 Job Evaluation System, shall be awarded a 1.5% non-pensionable lump sum payment.
- Further, following implementation of the April 1, 2019 1.0% ATB, AMAPCEO-represented employees identified in Appendix C 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 been inadvertently left off this list may be added by mutual agreement of the parties. The Association retains the right to file a dispute should the parties not be able to agree.

8. All other Terms and Conditions:

- Confirm all other terms and conditions of the current collective agreement will remain status quo for the term of the collective agreement.

Appendix B –Collective Agreement Language (Recognition Clause):

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 classifications set out in the list of classifications attached as Schedule 1 to this collective agreement, all Go Temp employees, students and interns working in those classifications, and all employees in any newly established classification that is subsequently agreed, or determined by the OLRB, to be materially similar to a classification 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 those employed in HR Ontario including Regional Service Delivery Centres and Strategic HR Units, 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 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.~~

~~Effective October 1, 2013 the following recognition clause will apply:~~

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, ~~as well as all Go Temp employees,~~ 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 those employed in HR Ontario including Regional Service Delivery Centres and Strategic HR Units~~ 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.

Treasury Board Secretariat

Negotiations Branch
Centre for Public Sector Labour
Relations and Compensation

900 Bay Street
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Secrétariat du conseil du trésor

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June 13, 2017

Mr. Dave Bulmer
President
Association of Management, Administrative and
Professional Crown Employees of Ontario
1 Dundas St. W., suite 2310
Toronto, ON

Dear Mr. Bulmer:

**Re: Commitment to Review Existing Positions in AMAPCEO Contemplated for
Exclusion from the AMAPCEO Bargaining Unit**

This letter will confirm the parties' agreement, subject to the parties' ratification of the agreement signed June 13, 2017, that if the Employer intends to move an existing position currently in the AMAPCEO bargaining unit into the Centre for Public Sector Labour Relations and Compensation; Centre for Leadership and Learning; HR Service Delivery Division; or any Strategic Business Unit within any ministry (or any successor organization(s)), that the position will not automatically be excluded from the AMAPCEO bargaining unit, but will be subject to the process set out below.

The parties agree that in these circumstances any AMAPCEO position identified to be excluded from the AMAPCEO bargaining unit will be reviewed by the Employer pursuant to the exclusions as set out in section 1.1 (3) 9 of the *Crown Employees Collective Bargaining Act, 1993* (CECBA), for the purposes of determining whether the position is excluded from the AMAPCEO bargaining unit. Where the Employer determines that the position will be excluded from the AMAPCEO bargaining unit, the Employer will provide no less than ten (10) working days' notice to the Association. The Association retains the ability to dispute these determinations in the appropriate forum, whether under the collective agreement or at the Labour Relations Board.

This letter is subject to the Association's agreement that all outstanding disputes with respect to HROntario are withdrawn and will not be refiled for the term of the Collective Agreement.

Sincerely,



Matt Siple
Director, Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

- c. Marc Rondeau, Assistant Deputy Minister, Centre for Public Sector Labour Relations and Compensation, Treasury Board Secretariat

Treasury Board Secretariat

Negotiations Branch
Centre for Public Sector Labour
Relations and Compensation

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June 13, 2017

Mr. Dave Bulmer
President
Association of Management, Administrative and
Professional Crown Employees of Ontario
1 Dundas St. W., suite 2310
Toronto, ON

Dear Mr. Bulmer:

Re: Commitment to Provide HROntario Position Information

The Employer agrees to provide the following information to AMAPCEO relating to the positions in the Centre for Public Sector Labour Relations and Compensation; Centre for Leadership and Learning; HR Service Delivery Division; and Strategic Business Units within any ministry, thirty (30) days from the date of ratification and then again no later than December 31, 2021:

- name of incumbents
- position titles
- classification
- department
- work location
- any other items the parties agree to
- job descriptions currently in effect
- position numbers
- employee class
- work unit
- name of manager whom incumbent reports to

Sincerely,

A handwritten signature in blue ink that reads "Matt Siple".

Matt Siple
Director, Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat