

COLLECTIVE AGREEMENT

between

**ONTARIO AGENCY FOR HEALTH PROTECTION AND
PROMOTION (“PUBLIC HEALTH ONTARIO”)**

(The “Employer”)

- And -

**ASSOCIATION OF MANAGEMENT ADMINISTRATIVE AND
PROFESSIONAL CROWN EMPLOYEES OF ONTARIO**

(The “Association”)

Term: April 1, 2012 to March 31, 2015

Contents

ARTICLE 1 – RECOGNITION 7

ARTICLE 2 - NON-DISCRIMINATION/HARASSMENT..... 8

ARTICLE 3 - MANAGEMENT RIGHTS 10

ARTICLE 4 - INFORMATION ON NEW POSITIONS 10

ARTICLE 5 - STATEMENT OF INFORMATION/DUTIES TO EMPLOYEES..... 10

ARTICLE 6 – EMPLOYEE DEFINITIONS 13

ARTICLE 7 - EMPLOYEE RIGHT TO REPRESENTATION..... 14

ARTICLE 8 - LEAVE OF ABSENCE FOR ASSOCIATION ACTIVITIES 15

ARTICLE 9 - RIGHTS OF ASSOCIATION WORKPLACE REPRESENTATIVES 19

ARTICLE 10 - HOME POSITION 21

ARTICLE 11 – STAFF RELATIONS COMMITTEE 22

ARTICLE 12 - BULLETIN BOARDS 24

ARTICLE 13 - CORRESPONDENCE BETWEEN THE EMPLOYER AND THE
ASSOCIATION 24

ARTICLE 14 – DISPUTE RESOLUTION PROCEDURE..... 25

ARTICLE 15 – SENIORITY/CONTINUOUS SERVICE 31

ARTICLE 16 – PROBATIONARY PERIOD 34

ARTICLE 17 – RECRUITMENT-POSTING AND FILLING OF POSITIONS..... 35

ARTICLE 18 - PAY ADMINISTRATION FOR REGULAR EMPLOYEES..... 43

ARTICLE 19 - DISCIPLINE AND DISCHARGE..... 46

ARTICLE 20 - PERSONNEL FILES AND DISCIPLINARY RECORDS 47

ARTICLE 21 - ABANDONMENT OF POSITION 48

ARTICLE 22 - LEAVES OF ABSENCE 48

 (a) 22.1 General 48

(b) Leave without Pay	49
(c) Special and Compassionate Leave	51
(d) Military Leave	51
(e) Jury or Witness Duty	522
(f) Bereavement Leave	52
(g) Emergency Leave	53
(h) Family Medical Leave	544
ARTICLE 23 - PREGNANCY LEAVE, PARENTAL LEAVE AND EMPLOYMENT INSURANCE TOP-UP	54
Pregnancy Leave:	54
Parental Leave:	55
ARTICLE 24 – HEALTH AND SAFETY	61
24.7 JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE (“JOHSC”)	62
ARTICLE 25 – TECHNOLOGICAL CHANGE	64
ARTICLE 26—JOB SECURITY	64
ARTICLE 27 – RELOCATION OF POSITION	81
ARTICLE 28 - HOLIDAYS	83
ARTICLE 29 – VACATION	84
ARTICLE 30 - BENEFIT PLANS FOR FULL TIME EMPLOYEES	88
ARTICLE 31 - LIFE INSURANCE	90
ARTICLE 32 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE	90
ARTICLE 33 - DENTAL PLAN	955
ARTICLE 34 - LONG TERM INCOME PROTECTION	96
ARTICLE 35 - SHORT TERM SICKNESS PLAN	99
ARTICLE 36 – WORKERS’ COMPENSATION	102

ARTICLE 37 - ENTITLEMENT ON DEATH.....	104
ARTICLE 38 - MEAL ALLOWANCE	104
ARTICLE 39 - KILOMETRIC RATES AND USE OF PRIVATE VEHICLE	105
ARTICLE 40 – SALARY)	105
ARTICLE 41 – MERIT PAY AND PAY FOR PERFORMANCE BONUS	105
ARTICLE 42 - HOURS OF WORK	109
ARTICLE 43 - RECLASSIFICATION TO ANOTHER BARGAINING UNIT.....	111
ARTICLE 44 - ALTERNATIVE WORK ARRANGEMENTS	112
ARTICLE 45 – COMPENSATION OPTION CREDIT	113
ARTICLE 46 - SHIFT PREMIUM.....	115
ARTICLE 47 – TERM AND RENEWAL	116
EXTERNALLY FUNDED EMPLOYEES	117
PT PERMANENT PART TIME EMPLOYEES	121
FXT FIXED TERM CONTRACT EMPLOYEES	125
Salary Schedules A1 A2 and B	129
Letter of Understanding - Payment in Lieu for Fixed Term Scope and Externally Funded Employees.....	135
Letter of Understanding - Article 17.8.1(g).....	136
Letter of Understanding - Definition of "days"	139
Letter of Understanding - RICN and other scattered site locations.....	140
Letter of Understanding – Joint Health and Safety Committee	141
Letter of Understanding - Classification Disputes.....	142
Letter of Understanding - Article 38 Termination Payments	144
Letter of Understanding – Seniority List.....	145

Letter of Understanding - Article 15-Prior Service 146

Letter of Understanding- Vacation Entitlement for Transition Employees..... 147

Letter of Understanding – Surplus Factor 80 and Pension Bridging.....148

Letter of Understanding – Pay Equity151

Signing Page

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Association of Management, Administrative and Professional Crown Employees of Ontario as the exclusive bargaining agent for a bargaining unit composed of all employees engaged in research, science and public health practice and knowledge exchange and communications save and except those employees exercising managerial functions; engaged in a confidential capacity in matters relating to labour relations; human resources personnel, physicians employed in their professional capacity; lawyers engaged in their professional capacity; administrative assistants to the President and CEO, Vice Presidents, Chief Officers and the Director of Human Resources; Academic Staff; excluded post-doctoral fellows; excluded students; or employees covered by another collective agreement in a different bargaining unit.

A member of the “Academic Staff” is defined as a person who as a condition of employment is required to hold or obtain an academic appointment, who holds an academic appointment of Assistant Professor or higher at an Ontario University and who is eligible to hold a Tri-Council Research Grant; an “excluded post-doctoral fellow” is a trainee engaged in a self-directed, time-limited program of further study beyond a doctoral degree for which they have ownership of the intellectual property; and an “excluded student” is defined as a person placed at the agency as part of the completion of an academic credit for a course or thesis at a Canadian University or in an international program that is recognized by a Canadian University and who has ownership of the intellectual property.

ARTICLE 2 - NON-DISCRIMINATION/HARASSMENT

2.1 Discrimination/Harassment

There shall be no discrimination or harassment practised by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, 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 No Discrimination for Association Activities

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

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 14.2.1 do not apply to complaints under this Article, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.
- 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 grievance under Article 14 shall be suspended until the employee is given notice in writing of the results of the investigation.
- 2.3.5 Where a complaint under this Article is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral complaint or written dispute which is expressed in Article 2.3 to be presented to the supervisor may be presented directly to the Director of Human Resources, or a human resources representative as designated by the Director of Human Resources, or any person appointed by the Director of Human Resources specifically to deal with complaints or disputes under this provision. It is agreed that the designee assigned will not be a person who is the subject of the complaint giving rise to the dispute.
- 2.3.6 Where it appears to a board of arbitration that an employee who is a complainant under Article 2.3 has made a complaint under the Ontario Human Rights Code relating to the conduct which is the subject of the dispute, the board of arbitration may, as it sees fit, adjourn the dispute, stay the dispute, or dismiss the dispute.

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

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 professional development, appraisal; and make reasonable policies, rules and regulations; shall be vested exclusively in the Employer.

ARTICLE 4 - INFORMATION ON NEW POSITIONS

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

ARTICLE 5 - STATEMENT OF INFORMATION/DUTIES TO EMPLOYEES

5.1 Upon written request to the immediate Supervisor, an employee shall be provided with a copy of the most current position description on file outlining their duties and responsibilities, a copy of the job description, pay group and

job ad/posting, 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 twenty (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.
- 5.3 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.
- 5.4 With each monthly dues payment the employer will provide a report to the Association indicating the name, dues, sex, work location, salary, employee class, employee status, employee number, acting position (if applicable).

Every quarter, the Employer will provide a report to the Association indicating:

- Complete names of the employees in respect of whom deductions have been made in bargaining unit positions and all employees in the bargaining unit even where no dues have been deducted (LTIP, WSIB, unpaid leaves, Pregnancy or Parental etc.) ,
- sex,
- date of birth,
- the employee identification number,
- work unit name, work location (street address and floor), work city, work phone #, work email address,
- home address (street address, unit # if applicable, city, province, postal code),
- home phone number
- employment status (active, leave, terminated),

- pay group
- employee class (full-time, part-time, fixed term, externally funded)
- home position,
- home position title,
- acting position where applicable,
- home position in another employee group where applicable,
- leave status where applicable (LTIP, WSIB, unpaid leaves, Pregnancy or Parental etc.)
- continuous service date,
- benefit base salary (annualized pay rate 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 an encrypted electronic format unless otherwise agreed.

- 5.5 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.
- 5.6 AMAPCEO agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.
- 5.7 AMAPCEO dues or assessments, or the equivalent amount, shall be itemized on the annual T-4 slip as annual membership dues for AMAPCEO.
- 5.8 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.

5.9 All new employees will have the opportunity to meet with a representative of the Association in the employ of the Employer and employed at the new employee's worksite for a period of up to fifteen (15) minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Association and the collective agreement. These interviews will be scheduled in advance and may be arranged collectively or individually by the Employer.

ARTICLE 6 – EMPLOYEE DEFINITIONS

The Agency acknowledges that the employees covered by this agreement fall within the following categories:

Full-time

A full-time employee has normal hours working hours of:

- thirty-six and one-quarter (36¼) hours per week

as applicable to the classification to which the full-time position is assigned.

Part-time

Employees who are regularly scheduled for:

- less than thirty-six and one-quarter (36¼) hours per week;

Part time employees are covered under Part PT of this Collective Agreement.

Fixed Term Contract Employees

Employees who are hired:

Pursuant to a fixed-term contract for a defined period of time for up to twenty (24) months.

Fixed Term Contract are covered under Part FXT of this Collective Agreement.

Externally Funded Employees

An externally funded employee is an employee who performs research under the supervision of a principal investigator pursuant to an external grant or external contract funded research project, which funding does not come from the Government of Ontario, save where the Government of Ontario provides matched funding for private grants.

Externally Funded Employees are covered under Part EF of this Collective Agreement.

ARTICLE 7 - EMPLOYEE RIGHT TO REPRESENTATION

7.1 Where a supervisor or other Employer representative intends to meet with an employee:

- (a) for disciplinary purposes;
- (b) to investigate matters which may result in disciplinary action; or
- (c) for a formal counselling session with regard to unsatisfactory performance or behaviour; or,
- (d) for termination of employment,

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 three (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.
- 7.3 Where an employee's workplace is located outside of the Greater Toronto Area, and there is no Association representative in the area, the Parties agree that the Association can provide representation electronically or by teleconference. The Association reserves the right to provide in-person representation, subject to Article 7.2.

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 two (2) full time positions, for members of the Association to act as the President and/or Vice President 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 26. However, notwithstanding, the Employer shall attempt to find on an ongoing basis, a direct assignment for the

Association President or Vice President 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 26, the employee shall be assigned with no loss of pay or benefits, to an equivalent or similar position; however it is agreed that such an assignment will not result in a promotional salary increase.

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

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

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

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

8.2.2 The Employer agrees that AMAPCEO representatives may take time off with pay and no loss of credits for reasonable preparation time for meetings with the Employer on behalf of the Association, so long as proper notice is given, and this does not impair operational requirements. This article does not apply to time spent preparing for any meetings under Article 14 (Dispute Resolution) or collective bargaining.

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

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

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

- 8.4 The Employer shall grant time off to a maximum of five (5) days per calendar year for each Association representative with pay and no loss of credits for the purpose of labour relations education, unless such time off would impair operational requirements.
- 8.5 Notwithstanding Article 8.1, AMAPCEO may at its discretion require 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 provided that these leaves do not unduly interfere with the operations of the employer. The total number of full days off in any calendar year shall not exceed twenty five 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 written 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).

Upon request by the Association, confirmed in writing, and provided that reasonable notice is given, leave of absence with no loss of pay and with no loss of credits shall be granted to employees elected as AMAPCEO Board Members and Executive Officers of the Association, for the purpose of exercising the duties of such appointment.

- 8.7.1 The Association will reimburse the Employer for approved leaves taken by employees under sections 8.1.1, 8.2.1 (for each employee on the bargaining committee above two (2) employees) 8.2.3, 8.4, 8.5 and 8.6 for salary and all

benefits including the Employer's share of contributions required by statute and pension contributions.

- 8.7.2 The Employer may invoice the Association for reimbursable leaves on a quarterly basis for approved leaves taken by employees during the preceding quarter. In addition, the Employer will make every effort to submit invoices each April 1st for any approved leave taken by employees, not yet invoiced in the preceding fiscal year, to the Association.
- 8.7.3 Where the Employer submits an invoice within the time frames provided in Article 8.7.2, the Association will remit payment for approved leaves taken by employees within thirty (30) calendar days of receipt of the Employer's invoice.

ARTICLE 9 - RIGHTS OF ASSOCIATION WORKPLACE REPRESENTATIVES

- 9.1 The Association shall send a list of names, the employee identification number and work locations of all workplace representatives authorized to represent Association members to Human Resources. The Association shall provide updates as workplace representative changes are made and a master list will be provided annually.
- 9.2 A workplace representative shall carry out their duties under Article 9.3 expeditiously so as to limit disruption to the Employer's operations:
- (a) A workplace representative shall obtain permission from their immediate supervisor or alternate management representative for the workplace before leaving the workplace to perform their duties as a workplace representative. Such permission will not be unreasonably withheld.

- (b) When there are urgent operational requirements, the Employer may require that the workplace representative defer/reschedule their duties under Article 9.3.
- (c) Two (2) weeks prior to the commencement of each month, the workplace representative shall provide to their immediate supervisor, notice of workplace representative activities planned for the following month.

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

- (a) Providing information to employees on their terms and conditions of employment, including their rights and entitlements under this Agreement.
- (b) With the mutual agreement of the Employer which shall not be unreasonably withheld, a workplace representative may investigate disputes and be involved in problem solving of disputes.
- (c) Attending meetings at the request of the Employer or in accordance with Article 7 (Employee Right to Representation).
- (d) Presenting a dispute in accordance with the Dispute Resolution Procedure (Article 14.4.3).

Such workplace representative activities shall be leave with pay and no loss of credits. For greater clarity, no such leaves or any entitlements for pay or

benefits are provided in cases where the employee engages in Association activities outside of their working hours.

ARTICLE 10 - HOME POSITION

- 10.1 Employees from outside the bargaining unit temporarily assigned to an AMAPCEO position for a period of more than thirty (30) calendar days will on the 31st calendar day commence paying dues and be governed by the terms of the AMAPCEO collective agreement except that pensions and insured benefits, as well as job security entitlements, will continue to be governed by the rules applicable to the employee's home position.
- 10.2 When an AMAPCEO bargaining unit member is temporarily assigned to a position in another bargaining unit for a period of more than thirty (30) calendar days, he or she will on the 31st calendar day commence paying dues and be governed by the terms of the collective agreement of the position to which he or she has been assigned except that pensions and insured benefits entitlements, and entitlements under Article 26, will continue to be governed by the rules applicable to the employee's home position.
- 10.3 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 11 – STAFF RELATIONS COMMITTEE

11.1.1 A Staff Relations Committee (or SRC) shall be established to discuss and attempt to resolve matters of interest between the parties.

11.2 The objectives of the Staff Relations Committee shall include:

- (a) establishing and maintaining a positive and constructive relationship between the Association and the Employer; and,
- (b) working together to resolve Association and Employer issues and concerns related to the workplace.

11.3.1 The Staff Relations Committee 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.

The Association may also send an AMAPCEO staff person to each meeting of the committee. The Employer will be permitted an additional representative where an AMAPCEO representative is present.

11.3.2 The employer representatives shall be responsible for providing:

- (a) orientation for the employer and employee representatives, where required, for their participation on the Staff Relations Committee;
- (b) any other report or information as required under this Agreement, including Article 26.

11.3.3 The employee members of the committee 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.

11.3.4 The chairperson of the Committee shall alternate between an Association member and an Employer member.

11.3.5 The Committee shall meet quarterly or as otherwise agreed.

11.4 The mandate of the Staff Relations Committee shall include the following:

- (a) issues arising from the administration of the collective agreement;
- (b) operation of the committee process including the creation of sub-committees, except disputes subject to Article 14;
- (c) discussion of initiatives involving changes to the work place affecting employees.
- (d) any other issue mutually agreed by the parties.

11.5 Information of a confidential nature disclosed at the Staff Relations Committee will be kept confidential by AMAPCEO (including employee representatives) 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.

11.6 Unless in an unforeseen or emergency situation, not less than ten (10) days prior to a formal public announcement or announcement to employees of a decision involving changes to the workplace affecting the Employer's 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 ten (10) days set out above. The information disclosed by the Employer shall remain confidential until the Employer makes the formal announcement to the public or employees; however, nothing precludes AMAPCEO from consulting internally with respect to the matter.

ARTICLE 12 - BULLETIN BOARDS

- 12.1 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.
- 12.2 Where an existing bulletin board is not reasonably available, the Employer will provide a bulletin board subject to local discussions.

ARTICLE 13 - CORRESPONDENCE BETWEEN THE EMPLOYER AND THE ASSOCIATION

- 13.1 Notice or correspondence required under this Agreement shall be provided to the President of the Association at the following email address: President@amapceo.on.ca and this shall be the primary method of communication. In the event that there are materials that cannot be emailed, the following address or fax can be used: AMAPCEO, 1 Dundas Street West, Suite 2310, P.O. Box 72, Toronto, Ontario, M5G 1Z3, or by fax at (416) 340-6461.

ARTICLE 14 – DISPUTE RESOLUTION PROCEDURE

14.1 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.

14.2 Formal Resolution: Stage One

14.2.1 If any complaint is not satisfactorily resolved at the local level, the employee may file a dispute in writing within thirty (30) days after the circumstances giving rise to the complaint have occurred, or have come or ought reasonably to have come to the attention of the employee with his or her manager on a form prescribed by the Association. The manager shall meet with the employee and shall give the Association or representative of the Association present at the meeting and the employee his or her decision in writing within seven (7) days of the submission of the dispute.

14.3 Formal Resolution: Stage Two

14.3.1 If the dispute is not resolved at Stage One, the Association, on behalf of the employee, may submit the dispute in writing to the Director of Human Resources, within twenty (20) days of the date that the Association or

representative of the Association present at the meeting received the decision at Stage One. In the event that no decision in writing is received in accordance with the specified time limits at Stage One, the Association may submit the dispute to the Human Resources Director, within twenty (20) days of the date that the decision in writing was required in accordance with Stage One.

14.3.2 It is agreed that the Stage Two designated human resources representative or management representative will have the authority to work towards resolving the dispute and that, other than in exceptional circumstances, the grievor's immediate supervisor/manager who has dealt with a dispute at Stage One will not be designated at Stage Two. The designated human resources representative shall hold a meeting with the Association and the employee within fifteen (15) days of the submission of the dispute at Stage Two and shall give the representative of the Association present at the meeting and the employee a decision in writing, within seven (7) days of the meeting.

14.3.3 If the dispute is not resolved at Stage Two, the Association, on behalf of the employee, may submit the dispute in writing to arbitration under Article 14.10 within fifteen (15) days of the date that the representative of the Association present at the meeting received the decision at Stage Two. In the event that no decision in writing is received in accordance with the specified time limits at Stage Two, the Association may submit the dispute to arbitration, within fifteen (15) days of the date that the designated human resources representative was required to give the decision in writing in accordance with Stage Two.

14.4 **General**

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

14.4.2 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.

14.4.3 Article 14.4.2 shall also apply to the Association representative who is authorized to represent the employee.

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

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

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

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

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

14.5 **Group Dispute**

14.5.1 In the event that more than one (1) employee has the same dispute, and such employees would be entitled to file a dispute, the Association shall be entitled

to present a group dispute in writing, signed by such employees, to the Employer at Stage Two, within thirty days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of these employees. In such cases, no more than three (3) complainants may be in attendance at each stage unless otherwise mutually agreed. The dispute shall be filed with the Director of Human Resources.

14.6 Association/Employer Dispute

14.6.1 Where a dispute arises between the Employer and the Association, the Association or the Employer shall be entitled to file a dispute at Stage Two of the dispute resolution procedure to the Director of Human Resources or the President of the Association, as applicable, 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 or Employer.

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

14.6.4 An allegation that the Employer has not provided an insured benefit that has been contracted for in accordance with this agreement shall be pursued as an Association complaint filed under Article 14.6.

14.7 Discharge, Suspension and Demotion Disputes

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

14.8 **Joint Review Process (JRP)**

14.8.1 The Joint Review Process (JRP) is an integral part of the dispute resolution mechanism. When there are active disputes referred to arbitration, 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.

In the event, there are no active disputes; there is no requirement to meet.

14.9 **Classification Dispute**

14.9.1 When a new position in the bargaining unit is established by the Employer, or the Employer makes a substantial change in the job content of an existing position, the Employer shall advise the Association of such new or substantially changed position and the rate of pay which is established. If so requested within thirty (30) calendar days of such advice, the Association shall be entitled to bring the matter of the appropriate rate of pay before the Staff Relations Committee for deliberation, provided that any such meeting shall not delay the implementation of the new or substantially changed classification.

14.9.2 Where the matter is not resolved following the deliberations of the SRC, the matter may be referred to arbitration in accordance with the arbitration

provisions contained in this collective agreement. It is understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications within the Employer and the duties and responsibilities involved, except where the nature of the position is such that there are no appropriate internal comparators. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this collective agreement and that such relativity must be maintained.

14.9.3 Each change in the rate established by the Employer either through the SRC or by a Board of Arbitration shall be retroactive from the time at which the matter was brought before the SRC.

14.9.4 No classification dispute shall be referred to arbitration without this process being exhausted.

14.9.5 Articles 14.4 (General) to 14.5 (Group Dispute) apply to a dispute under Article 14.9.

14.10 **Arbitration Provisions**

14.10.1 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.

14.10.2 An employee who has initiated a complaint and for whom the Association makes an application for a hearing before an arbitrator, or the Ontario Labour Relations Board, shall be allowed leave of absence with no loss of pay and no loss of credits if required to be in attendance by the Board or the arbitrator. This Article shall also apply to the pre-hearings, mediation/arbitration or

mediation under the auspices of an arbitrator/mediator, or arbitrator or the Ontario Labour Relations Board.

14.10.3 The Association and the Employer agree that all hearings should commence in a timely manner and heard before a sole arbitrator, unless otherwise agreed to by the Parties.

14.10.4 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.

14.10.5 The costs of the arbitrator or mediator/arbitrator shall be shared equally by the parties.

ARTICLE 15 – SENIORITY/CONTINUOUS SERVICE

15.1 An employee's seniority/continuous service will be calculated as follows:

- (a) Seniority/continuous service will accumulate from the date of last hire, regardless of whether the employee was initially hired in the AMAPCEO bargaining unit or not.
- (b) An employee's continuous service date will be calculated from the date of last hire, subject to the provisions set out in this Article.

Note: The seniority for "RICN" employees is governed by the Letter of Understanding – ARTICLE 15 – Prior Service

- (c) A full time employee's seniority will be calculated on the basis of hours worked, where one year of continuous service is credited/deemed to be 1891 hours worked.
- (d) The seniority for employees who are not full time will accumulate on the basis of hours worked since the date of last hire. No employee, full time or otherwise, can accumulate more than 1891 hours worked in any twelve (12) month period.
- (e) A change in employee type (full time, part time, etc.), shall not constitute a break in continuous service.
- (f) For the purposes of this Agreement it is agreed that employees who transferred with continuous service for the Ontario Public Service (OPS) on December 15, 2008 or July 1, 2011 to OAHPP shall have such service recognized for the purposes of seniority and service.
- (g) No employee as of the date of ratification shall have his or her seniority reduced as a result of the application of this Article.
- (h) Full time employees shall have their seniority recorded separately from employees described in (d) above.

15.2.1 An employee's seniority/continuous service shall accumulate from the date determined in Article 15.1 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.

15.3 Conversion of Part-Time Seniority to Full Time Seniority

15.3.1 Notwithstanding Article 15.1, where an employee who is not a full time employee becomes a full time employee, all hours worked by the employee as a part-time employee shall continue to be credited towards the employee's seniority, where the employee earns one (1) year of seniority for every 1891 hours of accumulated seniority.

15.3.2 Seniority/continuous service shall be retained but not accumulated if:

- (a) an employee is on an approved unpaid leave of absence for greater than thirty (30) days;
- (b) an employee is on layoff;
- (c) an employee has a break in continuous service for less than thirteen (13) weeks.

15.3.4 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 14 (Dispute Resolution); or
- (c) an employee is absent without leave in excess of ten (10) consecutive working days; or
- (d) an employee is released in accordance with Article 26 (Job Security) and remains released for more than twenty-four (24) months.

15.4 Seniority Lists

An agency-wide seniority list, including employees' names, date of hire, seniority, employment category (full time, part time, fixed term or external grant funded), classification and location shall be maintained and provided to the Association

twice annually. A copy of the seniority list shall be posted electronically and at each work site on or around April 1 and October 1 each year. A copy of the seniority list shall also be given to the SRC.

ARTICLE 16 – PROBATIONARY PERIOD

- 16.1.1 There shall be a probationary period of not more than nine (9) months from the date of appointment as full time employee for those employees with no prior service with the Employer. 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. It is also understood and agreed that the Employer, Association and employee may agree to an extension to the probationary period. No extension will exceed an additional 3 months worked.
- 16.1.2 There shall be a probationary period of not more than 945.5 hours from the date of appointment as part time employee for those employees with no prior service with the Employer. 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. It is also understood and agreed that the Employer, Association and employee may agree to an extension to the probationary period. No extension will exceed an additional 3 months worked. Subject to a hiatus in the probationary period due to an absence of more than three weeks, a part-time employee's probationary period shall not exceed 12 months.
- 16.2.1 Within the first month of an employee's probationary period, the performance standards required for the position will be reviewed with the employee.

- 16.2.2 The employee will be advised if he or she is meeting the standards within ninety (90) days of the commencement of his or her probationary period.
- 16.3.1 Where an employee becomes a full time or part time employee and has worked on a continuous basis immediately prior to appointment to becoming a full time or part time employee, the hours 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 or 945.5 hours.

ARTICLE 17 – RECRUITMENT-POSTING AND FILLING OF POSITIONS

Posting and Filling of Permanent Positions

- 17.1 When a permanent vacancy occurs in a bargaining unit position or a new permanent 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.
- 17.2 The notice of vacancy shall include the job title and classification of the position; salary range; general description of job duties; qualifications required; full or part time status; whether temporary (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 employees and former employees with entitlements to apply; and
- (iii) both (i) and (ii).

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

- 17.3.1 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.
- 17.3.2 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.
- 17.4 An applicant who is invited to attend an interview within the employer 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.
- 17.5.1 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 policy (subject to AMAPCEO review of policy). For purposes of Article 17, Article 27 does not apply.
- 17.5.2 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 17.4 and 17.5.1) 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.

- 17.5.3 Postings shall be posted electronically on the Employer's intranet or website at the same time and for the same period as otherwise posted. The Employer will ensure that electronic postings are accessible to all members of the bargaining unit. 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 employer intranet site.

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.

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, in accordance with 26.11.9 to former employees on recall. In addition, article 26.11.9 will be deemed to apply to those employees who have accepted pay in lieu of notice under article 26.7.5. Article 26.11.9 will also be deemed to apply to former unclassified employees who remain eligible to apply to Employer positions under article 26.1.1(b).

17.6 Unfair competition complaints shall be processed in the same way as other complaints under Article 14, 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 17 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 17.
- (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 17.6 (a), where a competition complaint involves the application of Article 17.3.2, 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

17.7.1 Article 17 (Recruitment - Posting and Filling of Vacancies) shall only apply to temporary assignments where:

- (a) the term of the temporary assignment is greater than nine (9) months duration or twelve (12) months with respect to temporary

assignments replacing a pregnancy/parental leave, and the requirements under Article 26 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.
- (c) where a vacancy arising from a pregnancy/parental leave has not been posted and exceeds (12) months, it must be posted at the conclusion of the 12 months, and may only be extended with mutual agreement between the Parties.

17.7.2 Where an assignment was not posted pursuant to Article 17.7.1, 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.

17.7.3 The provisions of Article 17.1 to 17.6 shall apply where an employee is temporarily assigned in accordance with the provisions of Article 17.7.1 and 17.7.2.

Exceptions from the Requirements to the Posting and Filling of Positions

17.8.1 Vacancies may be filled without competition 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 17.5 shall apply;

- (b) where an employee was transferred based on health reasons to a vacant position identical to the employee's position or, if unavailable, the employee may be assigned to a vacant position at the same or lower classifications provided he or she is qualified to perform the normal requirements;
- (c) the Employer and the Association may agree to reassignments for health reasons to positions other than those set out in Article 17.8.1 (c) but where agreement cannot be reached under this Article shall not be grievable;
- (d) where an employee was temporarily assigned to a position for at least twenty-four (24) months and:
 - (i) the position has been filled through a competitive process, and
 - (ii) at that point in time, there is a continuing need for the work to be performed on a full time basis for greater than an additional twelve (12) months, and
 - (iii) the position does not have a home incumbent,

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

If at the end of twenty-four (24) months an employee was not offered an assignment to the position on a permanent basis because the conditions of 17.8.1(d) (ii) were not met, but the position continues for 12 months, then the Employer shall, with the employee's agreement, assign the employee to the position on a permanent basis at the conclusion of this 12 month period. If the employee does not agree, the Employer will post the vacancy and the employee shall return to his/her home position.

- (e) 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 requirements under Article 26 shall not apply. Where the employee does not consent, the employee will be given surplus rights under Article 26.
- (f) a newly reclassified position shall not be considered a vacancy for the purposes of Article 17.1 and the current incumbent shall retain the position.
- (g) In addition, any employee who is directly assigned under Article 26 and who then applies for a vacant position or whose duties are changed as a result of a reorganization or reassignment of duties and the position is reclassified to a lower classification is entitled to be appointed to the first vacant position which:

- is at a salary maximum higher than that currently held, but not higher than originally held
- he or she is qualified to perform
- meets the requirements of Article 26;

and the provisions of Articles 17.1 to 17.5 shall not apply unless otherwise specified.

17.8.2 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 17.1 to 17.5 shall not apply.

17.8.3 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 17 and the incumbent shall retain the position.

17.8.4 A demotion under Article 17.8.2 shall not result in the relocation of an employee's workplace beyond 40 kilometres, unless agreed otherwise.

ARTICLE 18 - PAY ADMINISTRATION FOR REGULAR EMPLOYEES

18.1 Pay Administration on Promotion

- 18.1.1 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.
- 18.1.2 An employee who is promoted shall receive a promotional increase of five percent (5%) 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.
- 18.1.3 Underfill: Where an employee has been hired into a vacancy on an underfill basis, the Employer will establish a developmental training plan. Pay increases shall only be provided once the employee has met the requirements of the training plan.

18.2 Pay Administration on Lateral Transfer

- 18.2.1 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.

18.3 Pay Administration on Voluntary Demotion

- 18.3 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.

18.4 Pay Administration for Health Reassignments

18.4. 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.

18.5 Administration Due to Inability to Perform the Essential Duties

18.5 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.

18.6 Pay Administration on Reclassification

18.6.1 Where the duties of an employee are changed as a result of reorganization, or reassignment of duties and the position is reclassified to a classification with a lower maximum salary, an employee who occupies the position when the

reclassification is made is entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the higher classification that takes effect during the salary cycle in which the reclassification takes place.

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

18.6.3 Where 18.7.1 and 18.7.2 apply, the employee shall retain their anniversary date.

18.6.4 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 18.1.

18.7 Pay Administration for Temporary Assignments

18.7.1 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.

18.7.2 Notwithstanding Article 18.8.1, acting pay shall not exceed the maximum of the salary range of the higher classification.

18.7.3 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.

18.7.4(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.

18.7.5 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 19 - DISCIPLINE AND DISCHARGE

19.1 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.

19.2 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.

- 19.3 It is understood that nothing in Article 19 confers on a probationary employee any right to grieve or arbitrate his or her dismissal.

ARTICLE 20 - PERSONNEL FILES AND DISCIPLINARY RECORDS

- 20.1 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.
- 20.2.1 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.
- 20.2.2 Employees will be made aware of concerns relating to work performance within a reasonable time.
- 20.3 Upon a written request, an employee shall be given an opportunity to review his or her personnel file, within ten (10) calendar days of the request or such longer period of time as is reasonable, in the presence of a management representative, at a time mutually agreed upon between the employee and the manager, at the employee's normal work location or another location as may be mutually agreed upon between the employee and the manager.
- 20.4 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.
- 20.5 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 21 - ABANDONMENT OF POSITION

21.1 An employee who is absent from duty without authorization for a period of ten (10) working days or longer may be declared to have abandoned his or her position.

21.2 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 22 - LEAVES OF ABSENCE

Leaves of Absence

- (a) **22.1 General**

22.1.1 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 26;

(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.

22.1.2 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.

22.1.3 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 human resources.

(b) Leave without Pay

22.2.1 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 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.

- 22.2.2 Subject to 22.2.1, an employee may 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
- 22.2.3 Subject to 22.2.1, 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.
- 22.2.4 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.

22.2.5 An employee granted a leave of absence pursuant to Article 22.2 shall not accrue credits or be covered by benefits plans during such leave, if the leave is greater than one (1) calendar month.

(c) **Special and Compassionate Leave**

22.3.1 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. It is understood and agreed that the denial of such leave shall not be the subject of a grievance.

22.3.2 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 calendar 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 23.3. 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.

(d) **Military Leave**

22.4.1 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.

22.4.2 An employee granted a leave of absence pursuant to Article 22.6 shall accrue credits and be covered by benefit plans during such leave.

(e) Jury or Witness Duty

22.5.1 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 Employer any fee he or she has received as a juror or as a witness.

22.5.2 An employee on a leave of absence pursuant to Article 22.7.1 (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 22.7.1(b) or (c) shall accrue credits and be covered by benefits plans during such leave.

(f) Bereavement Leave

22.6.1 Employees shall be allowed up to three (3) working 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.

- 22.6.2 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.
- 22.6.3 For the purpose of Article 22.6.1, "spouse" includes common-law spouse, or same sex partner. Similarly, "in-law" and "step" relationships listed in Article 22.8.1 include such relatives of a common-law spouse or same sex partner.
- 22.6.4 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 22.6.1 and 22.6.2 if the location of the funeral is more than eight hundred kilometres (800 km) from the employee's residence.
- 22.6.5 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.

(g) Emergency Leave

- 22.7.1 An eligible employee is entitled to leaves of absence without pay in accordance with the Emergency Leave provisions of the Employment Standards Act and Regulations, as amended.

(h) Family Medical Leave

22.8.1 An employee is entitled to leaves of absence without pay in accordance with the Family Medical Leave provisions of the Employment Standards Act and Regulations, as amended.

ARTICLE 23 - PREGNANCY LEAVE, PARENTAL LEAVE AND EMPLOYMENT INSURANCE TOP-UP

23.1 In this Article, "last day at work", in respect of an employee on a leave of absence referred to in Article 23 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 23.7.

"pregnancy leave" means a leave of absence under Article 23.2.

"weekly pay", in respect of an employee on a leave of absence referred to in Article 23 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.

Pregnancy Leave:

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

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

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

23.3 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.

23.4 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

(a) 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.

Parental Leave:

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

23.5 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.

23.6 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.

23.7 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.

23.08 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.

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

- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification and shall also include any increases in salary that she would have attained had she been at work during the leave of absence as they are, or would have been implemented; and
- (b) for each week, up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee receives for the week and any other salary earned by the employee during the week, and ninety-three percent (93%) of the actual weekly rate of pay for her classification and shall also include any increases in salary that she would have attained had she been at work during the leave of absence as they are, or would have been implemented; and,
- (c) for each week up to a maximum of fifteen (15) additional weeks, where the employee elects to take Parental Leave in accordance with Article 23.7 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.

23.10 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.

23.11 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 23.2) parental leave (Article 23.7) and extended leaves (Article 23.17 and 23.19). 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.

23.12 Benefit Plans:

During pregnancy leave, parental leave and extended leave, an employee who participates in the Benefit Plans referred to in Articles 30 to 34 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.

23.13 Unless an employee gives the Employer written notice referred to in Article 23.15, the Employer shall continue to pay the premiums for the Benefit Plans in Articles 30 to 34 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.

23.14 Pregnancy plus Parental Leave:

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

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

23.16 Extension of Parental Leave:

Except for an employee to whom Article 23.17 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.

- 23.17 An employee returning to work after pregnancy leave, parental leave or extended leave referred to in Articles 23.19 or 23.22 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.
- 23.18 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 23.2, 23.7, 23.19 or 23.22.
- 23.19 An employee who has worked less than thirteen (13) weeks with the employer and becomes the parent of a child shall be granted upon request a leave of absence without pay and without accumulation of credits and service, under discretionary leave provisions of Article 22.2 (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 23.2 and 23.7; and,
 - (b) forty-three (43) weeks for an employee who would otherwise be eligible for parental leave and extended leave only, under Articles

23.7 and 23.19.

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 24 – HEALTH AND SAFETY

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 The Employer agrees to provide safety equipment and protective clothing where it requires that such be worn by its employees.
- 24.5 The purchase of safety shoes or boots for on-the-job protection of the purchaser shall be subsidized as per the Employer's practice.

24.6 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.

24.7 JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE (“JOHSC”)

1. The Employer shall establish a Joint Occupational Health and Safety Committee (JOHSC) as mandated under the Occupational Health and Safety Act that shall include union and management co-chairpersons. Terms of Reference for any related JOHSC sub-committees shall be established by the JOHSC and shall be in compliance and accordance with the requirements of the *Occupational Health and Safety Act*.

2. Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept at least one (1) Health and Safety representative selected or appointed by the Association from amongst bargaining unit employees at each worksite where there are more than 20 AMAPCEO represented employees, except for 480 University, in Toronto which shall have at least three (3) Health and Safety representatives on the Joint Health and Safety Committee. Pursuant to the Act, where there are multiple worksites within 40km of one another, the Parties will consider and determine whether one or more committees are required for the purposes of this Article

2.1. Workplaces with fewer than 20 employees will have concerns dealt with through the 480 University Avenue, Toronto, JOHSC. It is understood that any employee in a public health lab, which does not have a joint occupational health and safety committee, may forward his or her concern to the JOHSC at 81 Resources Road.

3. The Employer will ensure that there is at least one (1) AMAPCEO member certified from each worksite where there are more than 20 AMAPCEO represented employees, as described in the *Occupational Health and Safety Act* R.S.O. 1990. Such member on the committee will be selected or appointed by AMAPCEO. Such employees shall not lose regular pay because of necessary absence from work due to participation in courses to obtain certification and the Employer shall pay the cost of the tuition and registration fees of such courses.

4. The mandate of the JOHSC is to identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.

5. Meetings shall be held every second month or more frequently at the call of a co-chairs, when requested. The Committee shall maintain minutes of all meetings and make the same available for review.

6. The Employer agrees to co-operate in providing necessary information to enable the Committee to fulfil its functions.

7. Time Off for Bargaining Unit Members

Bargaining unit members on the JOHSC are entitled to time off with no loss of pay in accordance with the *Occupational Health and Safety Act* to perform duties mandated by the Act.

8. Access to Incident and Accident Reports

The Employer shall cooperate and assist the JOHSC in fulfilling its functions. The Employer will abide by the *Occupational Health and Safety Act* on reporting of critical and/or non-critical injury and illness including reporting and notification requirements.

9. The Committee shall participate in all inquiries and investigations pursuant to the *Occupational Health and Safety Act*.

10. AMAPCEO agrees to fully support the Employer in promoting safety rules and practices. Additionally, AMAPCEO will encourage its members in the observation of all safety rules and practices.

ARTICLE 25 – TECHNOLOGICAL CHANGE

25.1 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.

25.2 In order to minimize adverse effects of technological change on employees under Article 25.1, issues of reassignment and/or training of affected employees will be referred for resolution to the Staff Relations Committee.

ARTICLE 26—JOB SECURITY

26.1 - Application

a) Probationary employees shall have all rights under this Article, except bumping rights and the pay-in-lieu of notice option. 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 shall have notice entitlements under the *Employment Standards Act, 2000*, and shall be entitled to apply for restricted competitions for twenty-four months after the date of layoff

c) All employees who have received a notice of layoff and continue to have rights to direct assignment or recall rights must be given an opportunity to exercise those rights before the Employer hires any new employees, save for externally funded positions in accordance with the Letter of Understanding – Externally Funded Positions.

26.2 - Layoff

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

26.2.2 It is understood that attrition can be used effectively as an employment stability strategy. The Employer agrees that, where possible in the first instance, it will utilize attrition and other voluntary measures as a means of reducing the workforce, which may include those described in Article 26.3 (Early Retirement and Voluntary Exit).

26.2.3 The Employment stability process will begin at the time of giving notice to the Union and all notice periods under Article 26.2.4(a) and 26.4.1 run concurrently.

Notice of Layoff to Association

26.2.4 The Employer and the Association agree to work jointly to minimize any adverse effects of the layoff on employees, and maximize creative approaches that meet

the interests of both the Employer and the employees. Accordingly, in the event of such a layoff, the Employer will:

- a) provide the Association with no less than six (6) months notice;
- b) within thirty (30) days of notice being given to the Association, and prior to giving written notice to the employees, jointly evaluate, plan and review:
 - i. the reason causing the layoff(s);
 - ii. the service the Employer will undertake after the layoff;
 - iii. how the Employer intends to effect the lay-off, including areas where layoffs will occur, and which employees will be laid off;
 - iv. ways the Employer can assist employees to find alternate employment; and
 - v. ways and means of avoiding or minimizing the impact, including:
 - identifying and reviewing possible alternatives to any action that the Employer may propose taking;
 - identifying and reviewing ways to address on-the-job retraining needs of employees;
 - identifying and approving Employer funded on the job training and tuition reimbursement to permit affected employees the opportunity to acquire the skills necessitated by the newer method of operation;
 - identifying vacant positions or temporary assignments within the Agency for which the laid off employees of the bargaining unit might qualify, or such positions which are currently filled but which are expected become vacant within a twelve (12) month period; and

- identifying potential bumping options for affected employees, to the extent possible.

To allow the SRC to carry out its mandated role under this Article, the Employer will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit. The SRC shall maintain confidentiality with respect to any information disclosed pursuant to this Article unless otherwise agreed by the Employer and the Union. The information disclosed herein shall not be used for any other purpose than those anticipated by this Article.

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

26.3 – Early Retirement and Voluntary Exit Allowance

It is understood that the Employer may offer the Early Retirement and Voluntary Exit options concurrently, provided that the Employer will accept the offers in the priority as described below.

Early Retirement

a) Before issuing a notice of layoff, the Employer will make offers of early retirement allowance in accordance with the following conditions:

i) The Employer will first make offers in order of seniority in the work unit and in classification where layoffs would otherwise occur. The Employer will offer the same number of early retirements as the number of layoffs it would otherwise

make. Eligible employees will have 10 working days to accept the Early Retirement Offer.

ii) The Employer will make offers to employees eligible for early retirement under HOOPP or, in the case of divested employees who remain in the PSPP, to employees who are eligible for early retirement, Surplus Factor 80 or Pension Bridging, if applicable. The rules for exercising Surplus Factor 80 and Pension Bridging options shall be those set out in the Letter of Understanding – Surplus Factor 80 and Pension Bridging.

iii) If no employees in the work unit affected accept the offer, the Employer will then extend the offer to other employees in the same classification as that being affected in the bargaining unit in order of seniority.

iv) The number of early retirements the Employer approves will not exceed the number of employees in that classification who would otherwise be laid off.

An employee who elects an early retirement will be entitled to pay in lieu of notice and severance in accordance with the provisions of this article.

Voluntary Exit Option

b) If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Employer will offer a voluntary exit option in accordance with the following conditions:

i) The Employer will first make offers in the classifications within work units where layoffs would otherwise occur. If more employees than are required are interested, the Employer will make its decision based on seniority. Eligible employees will have ten (10) working days to accept the voluntary exit option.

ii) If insufficient employees in the work unit affected accept the offer, the Employer will then extend the offer to employees in the same classification. If more employees than are required are interested, the Employer will make its decision based on seniority.

iii) In no case will the Employer approve an employee's request under i) or ii) above for a voluntary exit option, if the employees remaining are not qualified to perform the available work.

iv) The number of voluntary exit options the Employer approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

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

26.4—Notice of Layoff

26.4.1 An employee who is subject to layoff shall receive not less than four (4) months' notice in writing of the date of the layoff. The notice shall advise the employee in writing of all options in accordance with Article 26, and shall advise the employee of any vacancy into which they will be directly assigned unless a pay in lieu option is exercised.

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

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

Employees may exercise the above options as follows:

1. Pay-in-lieu: Employees shall be eligible to accept pay-in-lieu at any time prior to the expiration of the notice period. Where an employee accepts pay-in-lieu after the commencement of the notice period, the pay-in-lieu shall be calculated from the last day of work until the end of the notice period.

2. Direct assignment: Employees shall be eligible for direct assignment from the time they receive a notice of layoff until either a) the expiration of recall rights, b) the time they accept pay in lieu, or c) the time they exercise bumping rights;

3. Bumping: Where no direct assignment has been identified, Employees shall be eligible to exercise a bumping option;

4. An employee who does not exercise bumping rights or take a pay-in-lieu option and is not directly assigned to a vacancy shall be laid off at the end of the notice period.

26.5 Pay In Lieu Option

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

(a) a lump sum of four (4) months' pay, plus severance as provided for in Articles 26.9 and 26.10 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 26.5.3 for the duration of the notice period, plus severance as provided for in Articles 26.9 and 26.10, paid out at the layoff date.

26.5.2 Where the employee advises the Employer of preferences for payment under Article 26.7.1 to ensure tax-effective treatment, the Employer will comply subject to requirements at law.

26.5.3 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.

26.5.4 Where an employee accepts a pay-in-lieu option pursuant to this Article, any further entitlements under this Agreement are forfeited.

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

26.6 Direct Assignment

26.6.1 Permanent Positions

At the time of providing notice of layoff and throughout the notice period, the Employer shall identify any vacant positions within the bargaining unit. Employees receiving notice of layoff shall be offered, in order of seniority, direct assignment into any such vacant positions that is within 40km of the employee's permanent work location, in classifications for which the maximum salary is no more than 5% above or no more than 15% below the maximum salary of the classification of the position from which the employee is being laid off and which they are qualified to perform the duties of the vacant position.

Employees eligible for direct assignment may elect either at the time of the notice of layoff or at any time thereafter in the notice period to modify the geographic and/or salary parameters set out above, and accept direct assignment to:

- a) any other work location beyond 40km; or
- b) for positions with a salary maximum of more than 15% less than their position, or
- c) both a) and b);

in which case the Employer shall also offer such direct assignments for which they are qualified to perform the duties of the vacant position, in order of seniority. The employee shall indicate in writing to the employer the geographic locations beyond 40km where the employee is willing to work and the lower salary maxima.

No vacancy shall be posted until it has been determined that no employee is eligible to be directly assigned under this Article.

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

In the event that more than one employee is receiving a notice of layoff, the most senior employee receiving a notice shall be offered a list of direct assignments first, and following their election, the remaining direct assignments will be offered to the next most senior employee. This process will continue in declining order of seniority until no more direct assignments are available. No displacement offers will be made until this process is exhausted and there are no more direct assignment offers remaining.

In the event that an employee declines the offer of a direct assignment, the employee shall not be offered any more direct assignments, will not receive a displacement option and will also have waived their right to recall. The employee will have the option of either working out the notice period or accepting their remaining pay in lieu option.

Where employees are available for direct assignment, the Employer shall provide AMAPCEO with a list of vacant bargaining unit positions when a vacant position becomes available.

Following the exhaustion of the initial round of the direct assignment process above, the employer will then proceed to identify and provide displacement opportunities in accordance with 26.7.

26.6.2 Temporary Positions

The Employer shall identify any vacant temporary positions within the employer during the last two months of an employee's notice period. Employees will be offered, in order of seniority, direct assignment into any such vacant temporary positions within 40km of their current work location during that period, in classifications for which the maximum salary is no more than 5% above or no more than 15% below the maximum salary of the classification of the position

from which the employee is being laid off and for which they meet the entry level qualifications.

Employees eligible for direct assignment to temporary assignments may elect either at the time of the notice of layoff or at any time thereafter in the notice period to modify the geographic and/or salary parameters set out above, and accept direct assignment to:

- a) any other work location beyond 40km; or
- b) for positions with a salary maximum of more than 15% less than their position, or
- c) both a) and b);

in which case the Employer shall also offer such direct assignments for which they are qualified to perform the duties of the vacant position, in order of seniority. The employee shall indicate in writing to the employer the geographic locations beyond 40km where the employee is willing to work and the lower salary maxima.

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

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

26.6.3 Pay Administration

An employee directly assigned into a vacancy with a maximum salary that is lower than their current level of pay, shall retain his or her existing salary until the expiration of the notice period, after which the pay administration rules in Article 18 shall apply.

26.7 Displacement

26.7.1 Following the exhaustion of the initial round of the direct assignment process, the Employer shall identify the displacement option, if any, for employees receiving a notice of layoff. In identifying the displacement option, the employer shall look for permanent AMAPCEO unit positions occupied by less senior employees, for which the employee possesses the required qualifications, in accordance with the following rules and ordering:

The Employer shall identify the first available permanent AMAPCEO unit position occupied by the least senior employee, in according to the following ordering rules:

- a) The least senior employee in the same classification, within 40km of the employee's work location;
- b) The least senior employee in the next lowest classification, within 40km of the employee's work location;
- c) The least senior employee in the same classification, within the redeployment region;
- d) The least senior employee in the next lowest classification, within the redeployment region;

- e) The least senior employee in the same classification outside the redeployment region;
- f) The least senior employee in the next lowest classification, outside the redeployment region.

An employee will receive only one displacement offer in the layoff process and shall not receive a displacement offer if already in receipt of a direct assignment offer. An employee receiving a displacement offer shall advise the Employer whether the employee accepts the displacement offer within five (5) days of receiving notification of the displacement option.

In the event that the employee accepts a displacement offer, the employee shall waive any further right to direct assignment.

In the event that the employee declines the displacement offer, the employee shall not receive any further displacement offer but may remain available for direct assignment or recall. The employee at the time of declining the displacement offer shall elect: (1) to remain available for direct assignment and work out the notice period; or (2) to accept the remaining pay in lieu option and waive any further right to direct assignment or recall. An employee who elects option (1) remains eligible to elect to accept the remaining pay in lieu at any later time during the notice period.

In the event that more than one employee receives a notice of layoff and is eligible to displace a more junior employee. The most senior employee shall be offered the displacement first, and following their election, the next displacement (if any) will be offered to the next most senior employee. This process will continue in declining order of seniority until no more displacements are available.

In the event that an employee in receipt of a notice of layoff does not receive a displacement offer as none are available, the employee shall be notified in writing that there is no displacement opportunity available. The employee shall then indicate to the employer within 10 days of their election to: (1) to remain available for direct assignment as per 26.6 and work out the notice period; or (2) to receive their remaining pay in lieu option and waive any further right to direct assignment or recall. An employee who elects option (1) may elect to receive their remaining pay in lieu option at any later time during the notice period.

An employee who is displaced shall receive a notice of layoff as soon as practicable and shall be entitled to exercise all rights afforded to employees receiving a notice of layoff under the Collective Agreement.

26.7.2 For the purposes of this Article, the redeployment regions are:

- (a) **South West:** Essex, Kent, Lambton, Middlesex, Elgin, Oxford, Huron;
- (b) **Central West:** Wellington, Waterloo, Perth, Brant, Niagara, Haldimand-Norfolk, Hamilton-Wentworth;
- (c) **Central East:** Hasting, Prince Edward, Lennox-Addington, Frontenac, Northumberland, Peterborough;
- (d) **Eastern Ontario:** Renfrew, Lanark, Leeds-Grenville, Ottawa-Carlton, Prescott-Russell, Stormont-Dundas-Glengarry;
- (e) **Central:** Bruce, Grey, Dufferin, Simcoe, Victoria, Haliburton, Muskoka, Parry Sound, and Nippissing;

- (f) **North East:** Sudbury (Region & County), Manitoulin, Timiskaming, Cochrane, Algoma;
- (g) **North West:** Kenora, Rainy River, Thunder Bay;
- (h) **Greater Toronto Area:** Metropolitan Toronto, Peel, Halton, York, Durham.

26.8 Recall Rights

26.8.1 All employees who are laid off from employment shall have recall rights in accordance with seniority, including the right to be directly assigned into any vacancies pursuant to all the applicable rules in Article 26.6 and to apply for any competitions, for a period of twenty-four (24) months from the date of layoff.

26.8.2 The pay administration provisions of Article 18 shall apply to an employee recalled to work pursuant to this Article.

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

26.8.4 An employee who is recalled to employment pursuant to this provision shall retain their accrued service pursuant to Article 15 for all purposes save and except with respect to the accrual of severance.

26.9 Severance

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

26.10 Enhanced Severance

In addition to the severance entitlement in Article 26.9, an employee who is laid off shall receive one (1) additional week of salary for each year of service, with no maximum.

26.11 Labour Adjustment & Training

26.11.1 Employees receiving a notice of layoff will be provided with information about their job security entitlements, information on severance, pension entitlement and employment insurance upon request.

26.11.2 Employees available for direct assignment will be provided with job search support, and will be permitted reasonable time during working hours, without loss of pay or credits for transitional support activities (e.g. interviews, job search activities and retraining or counselling activities) and such time off will not be unreasonably denied. Where employees remain available for direct assignment the employer shall not unreasonably deny the employee the opportunity to complete any training already underway.

26.11.3 Full time Employees who have accepted a layoff are not eligible for direct assignment shall be eligible for an allowance of up to three thousand (\$3000.00) (application for education, training or job search, upon production of receipts from an approved educational program or a career counselling or job

search provider, within twelve (12) months of the last day worked. Part time employees shall receive up to one thousand five hundred (\$1,500).

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

26.12 Application of Job Security Provisions to Part time Employees

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

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

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

ARTICLE 27 – RELOCATION OF POSITION

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

27.2 The Association Staff Relations Committee Co-Chair will be advised of the relocation of a position(s) prior to notification to the affected employee(s).

27.3 Relocations of 40 Kilometres or Less

27.3.1 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.

27.4 Relocations Greater Than 40 Kilometres

27.4.1 Article 27.4 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.

27.4.2 The Employer's relocation expenses policy will apply to the relocation of an employee's position under Article 27.4.

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

- 27.4.3.1 The Employer will inform employees who may be affected by the relocation as soon as possible after the decision has been made.
- 27.4.3.2 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.
- 27.4.4 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.
- 27.4.5 If the employee does not respond within the one (1) month period specified in Article 27.4.4, he or she will be deemed to have given up the right to relocate with his or her position.
- 27.4.6 Employees who decide not to relocate or who are deemed to have given up the right to relocate pursuant to Article 27.4.5 will be declared surplus and will receive all rights and entitlements pursuant to Article 26 of this Agreement.
- 27.4.7 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.
- 27.4.8 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.

ARTICLE 28 - HOLIDAYS

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

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

In addition to the prescribed holidays listed above, each employee shall be granted two (2) float holidays.

Employees shall be credited with two (2) float holidays on January 1st of each calendar year. Newly hired employees shall be credited with two (2) float holidays if he or she commences employment before July 1st, and one (1) float holiday if he or she commences employment on or after July 1st.

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

28.2 Where a holiday specified in Article 28.1 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.

28.3 Article 28.2 does not apply to New Year's Day, Canada 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.

- 28.4 Where an employee is scheduled to work on one of the holidays listed in Article 28.1 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.
- 28.5 Where one of the holidays listed in Article 28.1 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.
- 28.6 An employee required to work on any holiday specified in Article 28.1 is entitled to a compensating day as a holiday in lieu thereof.
- 28.7 Float holidays shall not be carried over into the next calendar year. Any unused float holidays are not paid out at the end of the calendar year.
- 28.8 Employees shall provide the Agency with twenty (20) days notice prior to taking a float holiday, and the Agency shall grant the employee the float holiday, subject to operational requirements.

ARTICLE 29 – VACATION

- 29.1 An employee shall earn vacation credits at the following rates:
- (a) One and one-quarter (1-1/4) days per month during the first eight (8) years of continuous service (15 days per full calendar year);
 - (b) One and two-thirds (1-2/3) days per month after eight (8) years of continuous service (twenty (20) days per full calendar year);

- (c) Two and one-twelfth (2-1/12) days per month after fifteen (15) years of continuous service (twenty-five (25) days per full calendar year);
- (d) Two and one-half (2-1/2) days per month after twenty-five (25) years of continuous service (thirty (30) days per full calendar year);
- (e) Where an employee has completed twenty-five years of continuous service, there shall be added to the employee's accumulated vacation, on that occasion only, five (5) days' vacation.

29.2 An employee is entitled to vacation credits under Article 29.1 in respect of a month or part thereof in which the employee is at work or on leave of absence with pay.

29.3 An employee is not entitled to vacation credits under Article 29.1 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 Employer;

29.4 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.

- 29.5 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.
- 29.6 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.
- 29.7 Where an employee is prevented from reducing his or her accumulated credits under Article 29.6 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 Chief Executive Officer shall grant to the employee, at his or her request, a leave of absence with pay to replace the vacation credits.
- 29.8 An employee commencing employment during the year shall be credited at that time with vacation credits calculated in accordance with Article 29.1, for the balance of the calendar year.
- 29.9 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.

- 29.10 Where an employee leaves the Employer 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.
- 29.11 An employee who has completed six or more months of continuous 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.
- 29.12 An employee who has completed six or more months of continuous 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.
- 29.13 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 29.1.
- 29.14 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 the Letter of Understanding re Article 38 (Termination Payments) and Article 37 (Entitlement on Death) and from any salary to which the employee may be entitled.
- 29.15 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 30 - BENEFIT PLANS FOR FULL TIME EMPLOYEES

30. Benefits – General

- 30.1 “Benefit Plans” in Articles 30-34 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.
- 30.2 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.
- 30.3 During leaves-of-absence with pay, full benefit coverage will continue. The Employer and employee will continue to pay the applicable premiums.
- 30.4 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.
- 30.5 The benefits contained in the Benefit Plans are supplemented by the provisions of Articles 32 - 34. Where a conflict exists between the provisions of a Benefit Plan and this Agreement, the provisions of this Agreement shall prevail.

- 30.6 Where an existing employee permanently moves into or from a position not covered by a Benefit Plan (as defined in Article 30.1) 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 OAHPP 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.
- 30.7 Employees are entitled to a full explanation from the Carrier(s) when claims are refused under a Benefit Plan.
- 30.8 Family coverage for the following benefits shall include coverage for same sex partners; Supplementary and Dependant Life Insurance (Article 31), Supplementary Health and Hospital Insurance (Article 32), Dental Plan (Article 33).
- 30.9 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 31 - LIFE INSURANCE

- 31.1 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.
- 31.2.1 Employees, at their option, are entitled to purchase supplementary and/or dependent life insurance. Employees must pay the full premium for this coverage.
- 31.2.2 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.
- 31.2.3 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.
- 31.3 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 32 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

- 32.1 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.

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

(a) ninety percent (90%) of the cost of all prescription drugs that by law require a physician's prescription, including injectable drugs, and medicines prescribed by a licensed physician or other licensed health professional who is legally authorized to prescribe such drugs, and dispensed by a licensed pharmacist or by a physician legally authorized to dispense such drugs and medicine. For clarity, life-sustaining drugs or medicines shall continue to be covered on the same basis as under the previous collective agreement. Provided that a generic drug is listed in the Canadian Pharmaceutical Association Compendium of Pharmaceuticals and Specialities, reimbursement for drugs covered by the Plan will be based on the cost of the lowest priced generic version of the drug that the dispensing pharmacist can readily provide, unless the prescribing physician or health professional stipulates no substitution, in which case the reimbursement will be based on the cost of the drugs prescribed. The Employer agrees to provide employees with a Drug Card effective Jan. 1, 2013.

(b) Reimbursement for hospital care for private or semi-private room and board shall be up to one hundred and twenty dollars (\$120.00) per day beyond the cost of standard ward care.

(c) one hundred percent (100%) of the cost of diagnostic procedures, and radiology;

(d) vision and hearing aid coverage shall include reimbursing employees for the following, subject to a ten dollar (\$10) deductible per person per calendar year, to a maximum of twenty dollars (\$20) per family per calendar year.

Vision and hearing aid coverage shall be reimbursed:

- up to three hundred and forty dollars (\$340.00) per person in any consecutive twenty-four month period following the date the expense is incurred, for the purchase, fitting or repair of spectacle lenses, frames or contact lenses prescribed by an Ophthalmologist or Optometrist, or laser eye correction surgery performed by a licensed practitioner providing services within the scope of their license.

- up to twenty-five hundred dollars (\$2500.00) per person in a five (5) year period for the purchase and/or repairs of hearing aids (excluding batteries) prescribed by a physician certified as an otolaryngologist or by a qualified audiologist.

(e) paramedical services include the following coverage per employee and each of their dependants:

(i) the services of an acupuncturist, at the rate of thirty-five dollars (\$35) per visit, to an annual maximum of twelve hundred dollars (\$1200);

(ii) the services of a speech therapist, at the rate of forty dollars (\$40) per half hour, to an annual maximum of fourteen hundred dollars (\$1400);

(iii) the services of a chiropractor, osteopath, naturopath, podiatrist, chiropodist, physiotherapist and masseur, if licensed and practising within the scope of their license to a maximum of thirty-five dollars (\$35) per visit for each visit not subsidized by OHIP and to an annual maximum of twelve hundred dollars (\$1200) for each type of service.

(f) the services of a psychologist, at the rate of forty dollars (\$40) per half hour, to an annual maximum of fourteen hundred dollars (\$1400). Coverage shall also include services rendered by a social worker with a Master's Degree in Social Work, where such services are equivalent to the services that would otherwise be provided by a psychologist;

(g) Orthopaedic Shoes: Custom-made orthopaedic shoes, or modifications to stock, off-the-shelf orthopaedic shoes, specifically designed and constructed for the employee or dependent (or have been modified to accommodate the person's particular medical needs) when prescribed by a physician, podiatrist or chiropodist are covered at seventy-five percent (75%) of the cost or repair per year to a maximum of five hundred dollars (\$500) per year;

(h) Orthotic Appliances: Corrective shoe inserts specifically designed and constructed for the employee or dependent and prescribed by a physician, chiropractor, podiatrist or chiropodist are covered at one hundred percent (100%) of the cost or repair per year to a maximum of five hundred dollars (\$500) per year;

(i) Effective January 1, 2007 the Supplementary Health & Hospital Plan will be amended to include expanded coverage for Diabetic Pumps and Supplies as follows:

(i) Purchase of Insulin Infusion Pumps to a maximum of two thousand five hundred dollars (\$2,500) every 5 years per person.

(ii) Purchase of Insulin Jet Injectors (e.g. Medi-injectors, preci-jets) to a maximum of one thousand dollars (\$1,000), every five years per person.

(iii) Purchase and/or repair of one Blood Glucose monitoring machine per consecutive four (4)-year period to a maximum of four hundred (\$400) per person.

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

32.3 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.

32.4 **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.

32.5 **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.

ARTICLE 33 - DENTAL PLAN

33. Reimbursement of Dental Expenses

33.1 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.

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

(a) eighty-five percent (85%) for basic dental care services, which effective March 1, 2002 shall be amended to include the following coverage:

(i) pit and fissure sealant treatment shall be added to the Plan for eligible dependent children; and

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

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

(c) fifty percent (50%) for orthodontic services for dependent children between the ages of six (6) and eighteen (18) with a lifetime maximum amount payable of three thousand dollars (\$3,000) per child;

(d) fifty percent (50%) for major restorative services with an annual maximum amount payable of two thousand dollars (\$2,000) per person.

33.3 Coverage for Dependants of Deceased Employees

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

ARTICLE 34 - LONG TERM INCOME PROTECTION

34. Long-Term Income Protection

34.1 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 34.5.2 and the employee shall pay the balance of the premium costs through payroll deduction.

34.2 Effective December 31, 1993 and annually thereafter, the total monthly payment of LTIP under the Plan shall be increased by up to 2.5% based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.

34.3 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.

34.4 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.

34.5.1 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 October 24, 2012 benefits shall be calculated based on the employee's salary at the first date of eligibility to receive LTIP benefits.

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

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

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

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

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

34.5.3 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.

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

34.7 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.

34.8 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 cooperate with the Employer regarding the return-to-work arrangements.

34.9.1 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 34.7, the employee shall have all rights and entitlements under Article 26. 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 26.6.2 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.

34.9.2 The temporary assignment can be extended at the Employer's discretion except as limited by Article 17.7.2. 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.

34.10 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 35 - SHORT TERM SICKNESS PLAN

35.1 A full time employee who is unable to attend to his or her duties due to sickness or injury is entitled, in each calendar year, to leave of absence,

(a) with regular salary for the first six (6) working days; and

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

35.2 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.

35.3 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 35.1 in the two (2) years until the employee has again completed the service requirement described in Article 35.2.

35.4 An employee who was on leave of absence with pay under this Article for the number of days in a year permitted under Article 35.1 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 35.2.

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

(a) all deductions for Benefit Plans coverages referred to in Articles 30 to 34 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.

35.6 Information regarding the use of Short Term Sickness Plan days shall be available pursuant to Article 29.16.

Use of Accumulated Credits

35.7 Accumulated credits include vacation credits, compensation option credits, compensating time off and attendance credits.

35.7.1 An employee who is on leave of absence and receiving pay under Article 35.1(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 35.1(b) applies and to receive regular salary for each such day.

35.7.2 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 35.1 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.

35.7.3 Article 35.7.2 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.

35.8 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.

35.9 Despite Article 35.8, 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.

- 35.10 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.
- 35.11 For the purposes of this Article, the service requirement in Article 35.2 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 36 – WORKERS' COMPENSATION

- 36.1 Where an employee is absent by reason of an injury or occupational disease for which a claim is made under the Workplace Safety and Insurance Act, 1997, his or her salary shall continue to be paid for a period not exceeding thirty (30) regularly scheduled working days. If an award is not made, any salary paid in excess of that to which he or she is entitled under Article 35 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.
- 36.2 Where an employee is absent by reason of an injury or occupational disease for which an award is made under the Workplace Safety and Insurance Act, 1997, the employee's salary shall continue to be paid for a period not exceeding three (3) consecutive months, or a total of sixty-five (65) regularly

scheduled working days where such absences are intermittent, following the date of the first absence because of the injury or occupational disease, and any absence in respect of the injury or occupational disease shall not be charged against their credits.

- 36.3 Where an award is made under the Workplace Safety and Insurance Act, 1997, to an employee that is less than the regular salary of the employee, and the award applies for longer than the period set out in Article 36.2, and the employee has accumulated credits, their regular salary shall be paid if the employee so chooses, and the difference between the regular salary paid after the period set out in Article 36.2 and the compensation awarded shall be converted to its equivalent time and deducted from their accumulated credits (vacation, time-in-lieu, attendance credits (if applicable) and compensation option credits).
- 36.4 Where an employee receives an award under the Workplace Safety and Insurance Act, 1997, and the award applies for longer than the period set out in Article 36.2 (i.e. three (3) months), the Employer will continue subsidies for Basic Life, LTIP, Supplementary Health and Hospital and the Dental Plan. The Employer will also continue to make Pension payments, for the period during which the employee is receiving the award, if the employee continues to pay his or her share.
- 36.5 Where an employee is absent by reason of an injury or occupational disease for which an award is made under the Workplace Safety and Insurance Act, 1997, and the award applies for longer than the period set out in Article 36.2 the employee shall be entitled to elect to go on the Short Term Sickness Plan under Article 35 (Short Term Sickness Plan) as an option following the expiry of the application of Article 36.2.

36.6 For vacation purposes and for purposes of determining qualification for severance pay under Article 38, (Termination Payments) the period of Workers' Compensation absence is included in determining an employee's years of continuous service.

ARTICLE 37 - ENTITLEMENT ON DEATH

37.1 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.

37.2 Any severance pay to which a regular employee is entitled under Article 38 (Termination Payments OPS Agreement) shall be reduced by an amount equal to any entitlement under Article 37.1.

ARTICLE 38 - MEAL ALLOWANCE

38.1 In accordance with the Employer's Travel, Meal and Hospitality Expenses Directive which shall not be altered for this bargaining unit without the consent of the Association, reimbursement rates for meals incurred on or after September 1, 2006, shall be:

Breakfast	\$8.75
Lunch	\$11.25
Dinner	\$20.00

38.2 To the extent that the provisions of this article are improved by Employer changes, then those amounts will apply.

ARTICLE 39 - KILOMETRIC RATES AND USE OF PRIVATE VEHICLE

39.1 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 the Employer, then those rates will apply.

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

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

ARTICLE 40 – SALARY

40.1 Employees shall be paid in accordance with the rates set out in Schedule A or Schedule B.

40.2 The parties agree to implement the completed Joint Job Evaluation Outcomes as per the February 12, 2014 Steinberg arbitration award.

ARTICLE 41 – MERIT PAY AND PAY FOR PERFORMANCE

41.1 Merit Pay

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

To March 31, 2014

- 41.1.1 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 and a half percent (3.5%) of his or her salary.

Effective April 1, 2014

- 41.1.1 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 (3.0%) of his or her salary.
- 41.1.2 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.

To March 31, 2014

41.2 Pay for Performance Bonus

For employees in AMAPCEO classifications who are at the maximum of their salary range:

- 41.2.1 Effective March 31, 2005, for employees who were at the salary maximum on March 31, pay for performance bonuses will be processed on March 31st each year based on performance for the previous fiscal year.
- 41.2.2 The pay for performance bonus shall be a re-earnable lump sum payment and will not increase the employee's base salary beyond the maximum of the salary range for any purpose.
- 41.2.3 The number of employees who receive pay for performance bonuses above a satisfactory performance rating shall not exceed twenty percent (20%) of eligible employees.
- 41.2.4 The amounts of bonuses available under article 41.2 shall be fixed at three and a half percent (3.5%) for satisfactory performance and six percent (6%) for above satisfactory performance.
- 41.2.5 There shall be no pay for performance bonus for employees whose performance is rated below satisfactory. The number of employees in this category shall not exceed fifteen percent (15%) of eligible employees.
- 41.2.6 An employee must have earned the maximum salary for his or her classification for at least twelve (12) months in order to be eligible for a full pay for performance bonus. The performance bonus for an employee who has been earning the maximum salary for less than twelve (12) months will be pro-rated.

41.3 **Administration of Pay for Performance**

- 41.3.1 Effective March 31, 2005, and on March 31st each following year, a fixed envelope for pay for performance will be established. The envelope will vary from year to year and will be calculated by:

(a) taking twenty percent (20%) of the salaries of the percentage of employees in all AMAPCEO classifications calculated as of March 31st of that year, who were earning salaries at the maximum of their salary ranges on March 31st of that year, and multiplying by six percent (6%) [example: if 32% of employees are earning maximum salaries, take 20% of their salaries and multiply by 6%];

(b) taking sixty-five percent (65%) of the salaries of the percentage of employees in all AMAPCEO classifications who are earning salaries at the maximum of their salary ranges effective March 31st of that year and multiplying by three and a half percent (3.5%) [example: if 32% of employees are earning maximum salaries, take 65% of their salaries and multiply by 3.5%];

(c) adding together paragraphs 1(a) and 1(b).

41.3.2 The administration of the pay for performance bonus plan under 41.2 is totally within the discretion of the Employer. Individual employees' disputes over their ratings and pay for performance bonuses will not be arbitrable. An arbitrator's jurisdiction is limited to deciding whether or not the pay for performance envelope, as described in article 41.3.1, has been spent

Effective April 1, 2014

41.2 **Pay for Performance**

For employees in AMAPCEO classifications who are at the maximum of their salary range:

41.2.1 For employees who were at the salary maximum on March 31, pay for performance payments will be processed on March 31st each year based on performance for the previous fiscal year.

41.2.2 The pay for performance shall be a re-earnable lump sum payment and will not increase the employee's base salary beyond the maximum of the salary range for any purpose.

41.3(a) The amounts of pay for performance payments available under article 41.3 shall be fixed at a maximum of three and a half percent (3.5%) for above meets expectation. Any employee who receives a meets expectations review will receive a pay for performance increase of 2.25% effective April 1, 2014.

(b) The administration of the payments made under Article 41.3 is totally within the discretion of the Employer. Individual employees' disputes over their merit ratings and pay for performance bonuses will not be arbitrable.

(c) It is understood that 80% of employees eligible for pay for performance payment under Article 41.3 shall receive a "meets expectation" rating.

41.4 An employee must have earned the maximum salary for his or her classification for at least twelve (12) months in order to be eligible for a full pay for performance bonus. The performance bonus for an employee who has been earning the maximum salary for less than twelve (12) months will be pro-rated.

ARTICLE 42 - HOURS OF WORK

42.1 It is recognized by the parties that the hours of work for employees in the AMAPCEO unit are 36.25 hours/week.

42.2.1 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.

42.2.2 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.

42.2.3 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.

42.3.1 Where an employee accumulates compensating leave, such leave shall be taken at a time mutually agreed upon. The employer will not unreasonably withhold such agreement.

42.3.2 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.

42.3.3 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). An employee may be paid, on a lump sum basis, for compensating leave prior to June 30, where the employee and his or her manager so agree. On termination of employment, or on an

employee assuming a permanent position outside the bargaining unit, an employee who has not used all of his or her compensating leave earned under this article shall be paid, on a lump sum basis, for all remaining compensating leave hours. The lump sum payment will not increase the base salary for any purpose.

42.3.4 There shall be no duplication or pyramiding of any premium payments or compensating leave provided by the Collective Agreement.

42.4 An employee shall not be considered to be working overtime merely because they are carrying a pager, computer, cell phone or blackberry.

42.5 When regular part time employees, or fixed term or externally funded 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 42.2.1 applies. For clarity, Article 42.2.2 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.

42.6 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 43 - 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 44 - ALTERNATIVE WORK ARRANGEMENTS

- 44.1 Alternative Work Arrangements (AWAs) include: compressed work week, flexible hours, job sharing and telecommuting. AWAs may be entered into by mutual agreement between an employee and his or her manager. In considering any AWA, the manager will consider, in good faith, both the employee's request and the operational viability of the AWA for the work site.
- 44.2 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 42.2 with necessary modifications. The parties' intent is that compensating leave would apply, in accordance with Article 42 as modified to address particular hours of work arrangements.
- 44.3 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.
- 44.4 The Staff Relations Committee shall enter into a reporting process on the current status of AWAs , 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 the Staff Relations Committee.

ARTICLE 45 – COMPENSATION OPTION CREDIT

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

(a) six-twelfths (6/12) of one (1) credit per month in the year, if the employee is a full-time employee, and

(b) that portion of six-twelfths (6 /12) of one (1) credit per month in the year that is equal to the portion that the employee's regularly scheduled hours of work bear to full employment, if the employee is a part-time employee.

45.2 The compensation option credits that an employee is entitled to accumulate in a year under Article 45.1 shall be credited to the employee on the 1st day of January in the year or on the day in the year when the employee first becomes an employee, whichever is later.

45.3 From the compensation option credits credited to an employee in a year in accordance with article 45.1 and 45.2 there shall be deducted, to a maximum of

the credits credited to the employee in the year, credits at the rate set out in article 45.1 (a) or (b), as the case requires for:

- (a) each whole month in the year throughout which the employee is on leave of absence without pay;
- (b) each whole month in the year throughout which the employee receives benefits under the Long Term Income Protection Plan;
- (c) each whole month in the year throughout which the employee receives benefits under an award made under the *Workplace Safety and Insurance Act, 1997*, if that month is after the first six months for which the employee received benefits under that award, and if the employee is into receiving payment for accumulated attendance credits or accumulated vacation credits in that month;
- (d) each whole month in the year after the month in which the employee ceases to be an employee;
- (e) each whole month in the year throughout which the employee is on a leave of absence with pay, pursuant to Article 26.22.4.2 (Pension Bridging) or where the employee has elected a leave with pay in lieu of termination pay the month in the year, if less than the whole month in which the leave of absence with pay ends, and
- (f) any month wholly comprised of consecutive periods of less than a month for which credit would be deducted under sections 45.3 (a) to (e) if the periods were whole months.

45.4 With the approval of the employee's manager, an employee may take leave of absence with pay in respect of some or all of the 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.

- 45.5 Each or part thereof by which a leave of absence with pay taken by a person under Article 45.4 exceeds the person's accumulated compensation option credits after making any deduction required by article 45.3 or 45.5 shall be deducted from the person's vacation credits, and the person shall repay to the Employer the salary paid to him or her for any day or part thereof of the leave of absence with pay that cannot be so deducted.
- 45.5.1 Any amount to be repaid under Article 45.5 may be deducted from any payment the employee is entitled to receive from the Employer in respect of salary or termination of employment or otherwise.
- 45.6 The parties agree that employees are entitled to use any accumulated compensation option credits to reduce the amount of unpaid leave required under the pension bridging option of Article 26. 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.
- 45.7 Information regarding accumulated compensation option credits shall be available pursuant to Article 29.15.

ARTICLE 46 - SHIFT PREMIUM

- 46.1 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 midnight. Where more than fifty percent (50%) of the regularly scheduled hours worked fall within this period, the ninety-eight (98 cents) per hour premium shall be paid for all regularly scheduled hours worked.

- 46.2 An employee shall receive a shift premium of ninety-eight cents (98 cents) per hour for all regularly scheduled hours worked between midnight 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.
- 46.3 Notwithstanding provisions #46.1 and #46.2 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.
- 46.4 Shift premiums shall not be considered as part of an employee's basic salary.
- 46.5 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 47 – TERM AND RENEWAL

- 47.1 Unless otherwise specified, this agreement shall be effective from April 1, 2012 until March 31, 2015.
- 47.2 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.
- 47.3 In the event neither party gives notice to bargain in accordance with Article 47.2, this agreement shall be automatically renewed for a period of one (1) year.

EXTERNALLY FUNDED EMPLOYEES

EF 1. Purpose

The Parties mutually acknowledge that the Employer has a new mandate pursuant to the *Health Protection and Promotion Act*. Part of this mandate includes the opportunity to engage in a wide range of research opportunities, including research opportunities that are externally funded. The parties share a mutual interest in promoting these opportunities while ensuring that researchers working pursuant to external funding are provided with the benefits of collective bargaining. In order to promote these goals and in recognition of the unique nature of these externally funded research opportunities, the Parties have identified that employees who are employed pursuant to external grant or external contract funding ought to have access to the same terms and conditions of employment as regular employees, with the following modifications.

EF 2. Definition of “Externally Funded Employee”

EF 2.1 An externally funded employee is an employee who performs research under the supervision of a principal investigator pursuant to an external grant or external contract funded research project, which funding does not come from the Government of Ontario, save where the Government of Ontario provides matched funding for private grants.

EF 2.2 It is understood that at least sixty percent (60%) of the employee’s salary/wages is funded by an external grant or external contract.

EF 2.3 Subject to EF 3, it is understood that the Employer may extend the externally funded employee’s employment, without satisfying the requirements in EF 2.2, for a period of up to twelve (12) months for the purposes of bridging the externally funded employee in his or her position.

EF 3. Conversion from Externally funded Employee to a Permanent Employee

EF 3.1 Where an externally funded employee has performed continuous service for the Employer for a period of at least six (6) years and where the Employer has determined that there is a continuing need for his or her employment or where there is a continuing need for the employee's work to be performed on a full-time or part-time basis, the externally funded employee will be converted to a full time or part time employee as defined in Article 6 (Employee Definitions), whichever is applicable.

EF 4. Posting of Externally Funded Positions

EF 4.1.1 The Employer shall post all externally funded positions in accordance with Article 17 (Job Posting). The posting will identify that the position is pursuant to external funding and the expected duration of the grant or contract. The employer will assign a unique identifier to each grant or contract at the time of posting.

EF 4.1.2 The Employer will provide the Association with a semi-annual list of all externally funded employees on or about January 15 and July 15 of each year, and shall provide the identifier, commencement, expiration and funder for the grant or contract (unless the disclosure of the funder would be contrary to the Employer's obligations to the funder) under which they are funded. This list is in addition to any other disclosure provisions for employees provided elsewhere in the agreement.

EF 4.2 The posting and the offer letter will identify the application of this clause of the collective agreement and the Association will be copied on the posting and the offer letter.

EF 4.3.1. Permanent full time or part time employees may be seconded into an external funded position, but in such circumstances they shall not be governed by these terms and conditions and shall maintain their home position and be governed by the general provisions of the collective agreement.

EF 5. Employment Stability

EF 5.1 An externally funded employee will be provided at least six (6) weeks' working notice prior to a layoff. In addition, the employee shall receive notice of termination and severance in accordance with the *Employment Standards Act, 2000*.

EF 5.2 Where an externally funded position is to be eliminated, and where there are a number of similar positions in a multi-incumbent job classification performing the same day to day functions in the same research project, the employee(s) with the least seniority in the affected positions will be laid off.

EF 6. Other Articles Applicable to Externally Funded Employees

EF 6.1 All other Articles in this collective agreement apply to externally funded employees except:

Article 26 (Job Security);

Article 28 (Holidays)

Article 29 (Vacation)

Article 30 (Benefit Plans for Full Time Employees)

Article 31 (Joint Benefits Committee)

Article 32 (Supplementary Health and Hospital Insurance)

Article 33 (Dental Plan)

Article 34 (Long Term Income Protection)

Article 35 (Short Term Sickness Plan)

Letter of Understanding (Termination Payments)

EF. 7 Pay in Lieu of Benefits

The Parties agree that externally funded employees will receive fourteen and 16/100 percent (14.16%) in lieu of Holidays, Vacation and Benefits, inclusive, for all regular straight time hours paid. For EF employees enrolled in a pension plan, the percentage in lieu of holidays and benefits shall be ten percent (10%).

PT PERMANENT PART TIME EMPLOYEES

PT.1.1 "Permanent Part time employee" means a permanent employee who is regularly scheduled 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 permanent part time employees.

- 1 Recognition
- 2 No Discrimination
- 3 Management Rights
- 4 Information on New Positions
- 5 Statement of Information/Duties to Employees
- 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
- 14 Dispute Resolution/Arbitration

- 15 Seniority/Continuous Service
- 16 Probationary Period
- 17 Posting and Filling of Vacancies & New Positions
- 18 Pay Administration (subject to the amendments herein)
- 19 Discipline and Discharge
- 20 Personnel Files and Disciplinary Records
- 21 Abandonment of Position
- 22 Leaves
- 23 Pregnancy and Parental Leave
- 24 Health & Safety
- 25 Technological Change
- 26 Job Security
- 28 Notice of Relocation
- 36 Workers Compensation
- 37 Entitlement on Death
- 38 Meal Allowances
- 39 KM - Use of Private Vehicle
- 40 Salary
- 41 Merit Pay/Pay for Performance Bonus
- 42 Hours of Work

44 Alternative Work Arrangements

43 Reclassification to Another Bargaining Unit

45 Compensation Option Credit

46 Shift Premium

47 Term and Renewal

Letter of Understanding (Termination Payments)

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 Pay in Lieu of Benefits

The Parties agree that part time employees will receive fourteen and 16/100 percent (14.16%) in lieu of Holidays, Vacation and Benefits, inclusive, for all regular straight time hours paid. For part time employees enrolled in a pension plan, the percentage in lieu of holidays and benefits shall be ten percent (10%).

PT.5 Pay Administration:

PT.13.1 The "basic hourly rate" of pay is the weekly rate of the class divided by thirty-six and a quarter ($36\frac{1}{4}$).

PT.13.2 The "weekly rate of pay for regular part-time employees is the basic hourly rate times the applicable weekly hours of work.

PT .6 Job Security

For the purposes of calculating a part-time employee's entitlements under Article 26, the average weekly earnings shall be the average of the regularly scheduled weekly hours of a position for the weeks in which the employee worked calculated over the previous twenty (20) consecutive weeks.

FXT FIXED TERM CONTRACT EMPLOYEES

FXT.1.1 The only terms of this Agreement that applies to employees who are considered fixed term contract employees as defined in Article 6 (Employee Definitions) are those that are set out in this Article.

FXT.1.2 Employees hired pursuant to fixed term contracts can have either full time equivalent or part time hours.

FXT. 1.3 The following sections in this Article shall apply only to fixed term contract employees:

FXT.2 Salary

FXT.2.1 The salary rate of the equivalent permanent full time or part time classification shall apply. If there is no equivalent classification, the rate shall be set by the Agency and the Association shall have the right to negotiate the rate during the appropriate salary negotiations.

FXT.2.2 A full time fixed term contract 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 Full Time Salary Category to which they correspond.

FXT.3 Pay in Lieu of Benefits

FXT.3.1 The Parties agree that fixed-term employees will receive fourteen and 16/100 percent (14.16%) in lieu of Holidays, Vacation and Benefits, inclusive, for all regular straight time hours paid. For fixed-term employees enrolled in a pension plan, the percentage in lieu of holidays and benefits shall be ten percent (10%).

FXT.4 Pregnancy and Parental Leave

FXT.4.1 Pregnancy and parental leaves will be granted to employees under the terms of the *Employment Standards Act, 2000*, or its replacement legislation. 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.4.2 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.5 Filling of Positions with Fixed term contract employees

FXT.5.1 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.5.2 Subject to FXT 5.1, where the same work has been performed by a fixed term contract employee for a period of at least twenty-four (24) months, (except for situations where the fixed term employee is replacing a permanent employee on a leave of absence authorized by the Employer or otherwise absent as provided for under the collective agreement), and where the Employer has determined that there is a continuing need for that work to be performed on a permanent basis, the Employer shall establish a permanent position within the Employer to perform that work.

FXT.5.3 Where the Employer has determined that it will convert a position in accordance with Article FXT 5.2 the status of the incumbent in the position will be converted from fixed term to permanent full time or part time, provided that the incumbent has been in the position in question for at least twenty-four (24) months.

FXT.6 Bereavement Leave

FXT 6.1 A fixed term contract employee who is scheduled to work more than twenty-four (24) hours during a week and who would otherwise have been at work, shall be allowed up to three (3) days of leave-of-absence with pay in the event of the death of his or her spouse, mother, father, 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.6.2 For the purpose of Article FXT 6.1, "spouse" includes common-law spouse, or same sex partner. Similarly, "in-law" and "step" relationships listed in Article FXT 6.1 include such relatives of a common-law spouse or same sex partner.

FXT.7 Religious Accommodation

FXT.7.1 With reasonable notice, a fixed term contract 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 22.3.2

FXT.8 Termination of Employment

FXT.8.1 Employment may be terminated by the Employer at any time with a minimum two (2) weeks' notice, or pay in lieu thereof.

FXT.9 Other Articles Applicable to Fixed Term Employees

1 Recognition

2 Non-Discrimination/Harassment/Sexual Harassment

3 Management Rights

4 Information on New Positions

5 Statement of Information/Duties to Employees

7 Employee's Right to Representation

8 Leaves for Association Activities

9 Rights of Workplace Representatives

10 Dues

12 Staff Relations Committee

13 Bulletin Boards

14 Dispute Resolution

15 Seniority

16 Appointment to Permanent Status (Articles 16.3.1)

17 Posting and Filling of Vacancies & New Positions (17.1, 17.2 17.3, 17.4, 17.5.2 and 17.7.1)

19 Discipline and Discharge

20 Personnel Files and Disciplinary Records

22 Leaves - Articles 22.2.1(without pay), 22. 3 (special and compassionate), 22.7 (jury/witness), 22.9.1 (emergency leave) and 22.10.1 (family medical leave)

24 Health & Safety

26 Job Security - Article 26.1 .1(b) (Fixed Term Contract employees)

38 Meal Allowances

39 Kilometric Rates and Use of Private Vehicle

41 Merit Pay/Pay for Performance Bonus

42 Hours of Work

44 Alternative Work Arrangements

43 Reclassification to another Bargaining Unit

46 Shift Premium

47 Term and Renewal

Salary Schedule A 1- Effective April 1, 2013

	Job Code	Minimum	Maximum
Group 1		\$37,825	\$47,175
Group 2		\$43,121	\$56,202
Communications Coordinator	A104		
Graphics Designer	A117		
Committees Coordinator	A101		
Events Administrator	A114		
Health Promotion Coordinator	A171		
Library Operations Technician	A130		
Production Coordinator	A182		
Program Coordinator	A141		
Research Assistant	A148		
Research Operations Coordinator	A153		
Stakeholder Relations Coordinator	A183		
Group 3		\$49,157	\$64,070
Economic Health Analyst	A105		
Laboratory Surveillance Data Analyst	A186		
Planning Advisor	A136		
Product Development Advisor	A127		
Program Coordinator	A178		
Program Specialist	A143		
Project Coordinator	A145		
Project Coordinator (Public Affairs)	A144		
Group 4		\$53,990	\$75,586
Biological Resource Research Analyst	A180		
Communications Advisor	A103		
E-Learning Specialist	A172		
Emergency Preparedness Project Coordinator	A107		
Health Analyst	A119		
Health Promotion Consultant	A120		
Health Promotion Consultant (Designated)	A121		
Issues Analyst	A125		
Policy Analyst (General Counsel)	A138		
Program Analyst	A140		
Senior Program Coordinator (IPAC Resources)	A142		
Research Coordinator	A149		
Surveillance Analyst	A168		
Vaccine Effectiveness Coordinator	A181		
Group 5		\$62,089	\$86,924
Education Specialist	A106		
Emergency Management Operations Coordinator	A146		

Environmental Health Analyst	A109		
Epidemiologist	A111		
Evaluation Specialist	A177		
Evaluation Specialist	A159		
Geospatial Analyst	A116		
ICES Analyst	A122		
Infection Control Consultant	A123		
Knowledge Exchange Specialist	A126		
Library Information Specialist	A129		
Policy Analyst (Public Affairs)	A137		
Research Technician	A155		
Research Facilitator	A152		
Senior Communication Advisor	A158		
Senior Communication Advisor (Designated)	A157		
Senior Health Data Analyst	A187		
Senior Policy Analyst (General Counsel)	A162		
Senior Research Coordinator	A167		
Water Coordinator	A169		
Group 6		\$72,023	\$100,832
Communicable Diseases Consultant	A102		
Computational Biologist	A179		
Emergency Management Specialist	A108		
Environmental Science Specialist	A110		
Epidemiologist Lead	A112		
Infection Prevention Control Specialist	A124		
Media Relations Advisor	A131		
Nurse Consultant	A133		
Organizational Performance Coordinator	A170		
Outbreak Coordinator	A134		
PCIRN Project Lead	A135		
Pharmacist Consultant	A184		
Public Health Analyst	A147		
Public Health Information Specialist	A175		
Research Ethics Officer	A150		
Senior Planning Advisor	A160		
Senior Policy Analyst (Public Affairs)	A163		
Senior Product Development Advisor	A165		
Senior Program Specialist	A166		
Senior Research Facilitator	A173		
Group 7		\$83,547	\$116,965
Antimicrobial Stewardship Program Lead	A185		
Biostatistical Specialist	A100		
Epidemiologist Specialist	A113		
Molecular Specialist	A132		
Network Coordinator	A156		
Privacy Officer	A139		

Salary Schedule A 2- Effective April 1,2014

	Job Code	Minimum	Maximum
Group 1		\$38,580	\$48,120
Group 2		\$43,980	\$57,330
Communications Coordinator	A104		
Graphics Designer	A117		
Committees Coordinator	A101		
Events Administrator	A114		
Health Promotion Coordinator	A171		
Library Operations Technician	A130		
Production Coordinator	A182		
Program Coordinator	A141		
Research Assistant	A148		
Research Operations Coordinator	A153		
Stakeholder Relations Coordinator	A183		
Group 3		\$ 50,140	\$65,350
Economic Health Analyst	A105		
Laboratory Surveillance Data Analyst	A186		
Planning Advisor	A136		
Product Development Advisor	A127		
Program Coordinator	A178		
Program Specialist	A143		
Project Coordinator	A145		
Project Coordinator (Public Affairs)	A144		
Group 4		\$55,070	\$77,100
Biological Resource Research Analyst	A180		
Communications Advisor	A103		
E-Learning Specialist	A172		
Emergency Preparedness Project Coordinator	A107		
Health Analyst	A119		
Health Promotion Consultant	A120		
Health Promotion Consultant (Designated)	A121		
Issues Analyst	A125		
Policy Analyst (General Counsel)	A138		
Program Analyst	A140		
Senior Program Coordinator (IPAC Resources)	A142		
Research Coordinator	A149		
Surveillance Analyst	A168		
Vaccine Effectiveness Coordinator	A181		
Group 5		\$63,330	\$89,163
Education Specialist	A106		
Emergency Management Operations Coordinator	A146		
Environmental Health Analyst	A109		
Epidemiologist	A111		

Evaluation Specialist	A177		
Evaluation Specialist	A159		
Geospatial Analyst	A116		
ICES Analyst	A122		
Infection Control Consultant	A123		
Knowledge Exchange Specialist	A126		
Library Information Specialist	A129		
Policy Analyst (Public Affairs)	A137		
Research Technician	A155		
Research Facilitator	A152		
Senior Communication Advisor	A158		
Senior Communication Advisor (Designated)	A157		
Senior Health Data Analyst	A187		
Senior Policy Analyst (General Counsel)	A162		
Senior Research Coordinator	A167		
Water Coordinator	A169		
Group 6		\$73,460	\$102,850
Communicable Diseases Consultant	A102		
Computational Biologist	A179		
Emergency Management Specialist	A108		
Environmental Science Specialist	A110		
Epidemiologist Lead	A112		
Infection Prevention Control Specialist	A124		
Media Relations Advisor	A131		
Nurse Consultant	A133		
Organizational Performance Coordinator	A170		
Outbreak Coordinator	A134		
PCIRN Project Lead	A135		
Pharmacist Consultant	A184		
Public Health Analyst	A147		
Public Health Information Specialist	A175		
Research Ethics Officer	A150		
Senior Planning Advisor	A160		
Senior Policy Analyst (Public Affairs)	A163		
Senior Product Development Advisor	A165		
Senior Program Specialist	A166		
Senior Research Facilitator	A173		
Group 7		\$85,220	\$119,300
Antimicrobial Stewardship Program Lead	A185		
Biostatistical Specialist	A100		
Epidemiologist Specialist	A113		
Molecular Specialist	A132		
Network Coordinator	A156		
Privacy Officer	A139		

Schedule B: Head Technologist

1. It is understood that the following classification will be paid at the following range and that the Association will not grieve this classification:

Classification	Min	Max
Head Technologist	\$66,977.07	\$82,997.84

2. The Parties agree that the appropriate comparator for the Head Technologist position is the MLT4 position in the OPSEU bargaining unit. The Parties agree that any classification grievance regarding the Head Technologist position shall be restricted to comparison against the recognized comparator.
3. Head Technologists shall receive wage increases as per their OPSEU comparator covering the period April 1, 2014 to March 31, 2015.
4. Head Technologists to receive retroactive salary adjustments, including any necessary adjustments to merit/P4P received, assuming the above salary rate was in effect April 1, 2013. Any retroactive payment will be less any lump sum payment paid in the same period.
5. The Parties agree to include the language and terms regarding the Head Technologist position as a separate schedule in the collective agreement.
6. The Parties agree to implement this wage range effective April 1, 2012. Employees in this classification shall be entitled to merit increases effective on their anniversary date. The Parties agree that any retroactive payment shall be less any lump sum payment over the same period.
7. The Parties agree that Article 41 applies to Head Technologists in the normal course.

Letter of Understanding: Pay in Lieu for Fixed Term Scope and Externally Funded Employees

Fixed-Term Scope employees shall be entitled to elect to retain their current pay in lieu arrangement for the duration of their contract of employment. Any renewal agreements will be governed by the terms of the collective agreement.

All externally funded employees hired on or before November 6, 2012 shall continue to receive their pay-in-lieu in accordance with their existing employment contract. Any renewal agreements will be governed by the terms of the collective agreement.

Letter of Understanding re: Article 17.8.1(g)

The parties agree that the process and rules for exercising Article 17.8.1(g) entitlements are as follows and that the collective agreement shall be interpreted and applied accordingly:

PRECONDITIONS:

1. The "precondition events" that trigger Article 17.8.1(g) entitlements are
 - (a) an employee is directly assigned under Article 26 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:

2.1A permanent, classified AMAPCEO position is posted and an employee applies for the position and indicates that they wish to trigger their Article 17.8.1(g) entitlements and also identifies:

- (a) what their position/class was immediately prior to the "precondition event "(to be referred to as "original position");
- (b) what is the "reclassified/redeployed position";
- (c) date they were put into "reclassified/redeployed position";
- (d) their current home position
- (e) whether they have been reassigned under Article 17.8.1(g) 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 17.8.1(g) are reviewed to determine the applicant's eligibility to exercise rights under this article:
 - (a) Precondition 1(a) or 1(b) above occurred; and
 - (b) The position applied for is at a salary maximum higher than the home position the employee currently holds, but not higher than the salary maximum of the "original position".
- 2.3 If 2.2(a) and (b) are not satisfied then the competition process continues and the applicant is given no special consideration, but is still considered an applicant for the position.
- 2.4 If 2.2(a) and (b) 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 17.8.1 (g) and is accepted and then refuses the placement, has no rights under Article 17.8.1(g) unless one of the preconditions in 1(a) or (b) occurs again.
- 2.10 This settlement is without prejudice to any dispute between the parties concerning the interpretation and application of the term "qualified to perform" in Article 17.8.1(g).

This letter of understanding forms part of the collective agreement

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.

Letter of Understanding: RICN and other scattered site locations

Currently, there is an 1 AMAPCEO health safety committee member who sits on the 480 University JOHSC but whose work location is in a RICN office and who addresses scattered site RICN office concerns. The committee member attends the meetings via teleconference.

The parties agree that AMAPCEO may continue to appoint 1 member to the 480 University committee to represent RICN and any other scattered site office concerns. This member if appointed by AMAPCEO would count towards the 3 AMAPCEO representatives on the committee. The committee member shall not be required to attend in person, and may participate by teleconference.

Letter of Understanding – Joint Health and Safety Committee

In the event that the Employer establishes operations at another location which is not identified in Article 24, the Parties will review the composition of the membership of the Joint Occupational Health and Safety Committee, if applicable, which will be established at the new location.

Letter of Understanding – Re: Classification Disputes

- (a) The Parties agree that there is a moratorium on arbitration of classification grievances as a result of the implementation of job evaluation during the term of this collective agreement, and until the parties have had the opportunity to attempt to resolve any disputes at the bargaining table.
- (b) Employees in the pay groups/classifications covered by Appendices C and D of this Memorandum shall be provided the one time opportunity to raise their concerns with the placement of their own position between September 1, 2014 and December 1, 2014. Employees shall raise their concerns on a form approved by AMAPCEO, which will be copied to AMAPCEO and to the employer PHO human resources branch.
- (c) These positions will expeditiously be reviewed by a classification committee, which will be comprised of up to three representatives from each party. The leave provisions applicable to the Staff Relations Committee under Article 11.3.3 will apply to AMAPCEO bargaining unit employees who are members of the classification committee.
- (d) Any remaining disputes shall be referred to a mutually agreeable third party compensation expert for non-binding review on a shared cost basis.
- (e) If there remain any unresolved disputes at the commencement of collective bargaining for the next collective agreement, such disputes will first proceed to the bargaining process before being referred to arbitration. The Parties agree that no classification dispute under this Letter will be referred to arbitration prior to 90 **calendar** days after the first bargaining date.
- (f) Any agreement or award to reclassify an employee or position will be effective September 1, 2014.
- (g) Article 14.9 shall continue to apply to new or substantially changed positions after the implementation of this collective agreement.

(h) For clarity, in this Memorandum pay group and classification have the same meaning, as do range and band.

Letter of Understanding re: Article 38 Termination Payments

It is agreed that employees who transferred with unbroken service from the Ontario Public Service (OPS) on December 15, 2008 or July 1, 2011 (as applicable) to the Employer shall continue to accrue their Termination Payments as per Article 38 of the Collective Agreement between Management Board of Cabinet and the Association of Management, Administrative and Professional Crown Employees of Ontario for services accrued up to December 15, 2008 or July 1, 2011 (as applicable).

It is understood and agreed that these payments are in addition to any entitlements under Article 26 (Job Stability).

The Parties agree that, subject to the above, no employees hired by the Employer after April 1, 2009, nor any "Scope" employee shall be eligible for Termination Payments. For clarity, the calculation of Termination Payments shall be based on the regular salary of the employee at the date when he or she ceases to be an employee.

Letter of Understanding- Seniority List

The Employer shall post an updated seniority list on April 2, 2013 and shall advise all employees that they have ninety (90) days to review their seniority and continuous service dates and to register any dispute with respect to the accuracy of these dates. If no challenge is received within ninety (90) days of having been notified of the posted list, the employee's seniority and continuous service date shall be deemed to be correct.

Letter of Understanding - ARTICLE 15 – Prior Service

WHEREAS the employer has recognized prior service for limited purposes with respect to certain employees hired by the employer when their Regional Infection Control Network (“RICN”) positions were transferred to the Agency from a non-OPS third-party;

AND WHEREAS the parties wish to clarify the rights of these individuals under the collective agreement;

THE PARTIES AGREE AS FOLLOWS:

The prior service and seniority of employees who transferred to the employer with the RICNs shall be recognized for all purposes under the collective agreement.

Letter of Understanding: Vacation Entitlement for Transition Employees

1. The Parties agree that this letter of understanding only pertains to employees who are covered by the transition agreement executed by the Parties on March 2, 2011 and hired on/or before April 13, 2011.
2. The Parties agree that any vacation entitlements provided for in the employee's original contract for employment which are superior to the vacation entitlements contained in Article 29 (Vacation) of this Collective Agreement, based on the length of continuous service of the employee, take precedent over the terms of the Article 29 (Vacation).
3. The Parties agree that Article 45 (Compensation Option Credits) has no application to the employees for which this letter of understanding applies, unless otherwise described in this Letter.
4. The entitlements for this group of employees are as follows:

It is understood that an employee who receives four (4) weeks vacation pursuant to their contract of employment shall receive four (4) weeks vacation entitlement and one (1) Compensating Option Credit day per year until he or she completes eight (8) years of continuous service with the Employer, after which Articles 29 (Vacation) and 45 (Compensating Option Credits) shall apply.

It is understood that an employee who receives five (5) weeks vacation pursuant to their contract of employment shall receive five (5) weeks vacation entitlement and zero (0) Compensating Option Credit days per year until he or she completes eight (8) years of continuous service at which time he or she shall receive one (1) Compensating Option Credit day until he or she completes fifteen (15) years of continuous service with the Employer, after which Articles 29 (Vacation) and 45 (Compensating Option Credits) shall apply.

It is understood that employee who receive six (6) weeks vacation pursuant to their contract of employment shall receive six (6) weeks vacation entitlement and zero (0)

Compensating Option Credit days per year until he or she completes fifteen (15) years of

continuous service at which time he or shall receive one (1) Compensating Option

Credit day until he or she completes twenty-25 (25) years of continuous service with the

Employer, after which Articles 29 (Vacation) and 45 (Compensating Option Credits)

shall apply.

Letter of Understanding re: Surplus Factor 80 and Pension Bridging

1. Surplus Factor 80

1.1 An employee who is accruing benefits under the Public Service Pension Plan (the "PSPP") and who receives a Notice of Lay Off without a vacancy identified for direct assignment under Article 26.4.2 may apply to retire on unreduced pension under the Surplus Factor 80 provisions of the PSPP, if available and applicable, provided all of the following conditions are met:

(a) The PSPP permits eligible employees of the Employer to apply for Surplus Factor 80 benefits at the time the employee receives the Notice of Lay Off; and

(b) The employee meets all required conditions under the PSPP to obtain the benefit of Surplus Factor 80; 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 the Letter of Understanding (Article 38 Termination Payments) 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;

(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, and,

(e) the employee must have been laid off because he or she had not been assigned to a permanent position within his or her four month notice period subject to and in accordance with Article 27.8 (Direct Assignment into Permanent Vacancies) or because he or she had accepted and was assigned into a temporary vacancy in accordance with Article 27.10 (Direct Assignments into Temporary Vacancies), but had not obtained an assignment to a permanent vacancy within his or her notice period; and because, failing Redeployment to a permanent assignment, he or she has exhausted all of his or her displacement rights pursuant to Article 27.9 (Bumping).

The Employer shall advise the PSPP of the intention to extend the Surplus Factor 80 window for those employees as described herein as permitted under the PSPP. It is the intention of the Employer and AMAPCEO that this arrangement meet the requirements of the Public Service Pension Plan, including compliance with legislation governing the Public Service Pension Plan. It is the intention of the Employer and AMAPCEO that the terms and conditions herein to obtain the benefit of Surplus Factor 80 benefits under the PSPP be in accordance with the applicable provisions of the

PSPP such that no additional liability be incurred by the Employer. No charge shall accrue to the Employer for the cost of providing access to the Surplus Factor 80 provisions under the PSPP. If a cost does accrue to the Employer as a result of this Letter of Understanding, this Letter of Understanding shall be null and void.

2. Pension Bridging Option

2.1 A surplus employee who is accruing benefits under the PSPP, shall, subject to the terms of the PSPP, be permitted to access a leave of absence without pay for purposes of the PSPP's pension bridging option to permit the continued accrual of pension credits during such leave of absence, as permitted by the PSPP, if such leave of absence would bring the employee to the next earliest date on which he or she could exercise an actuarially unreduced pension option under the PSPP

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

2.3 Details on Pension Bridging Option

2.3.1 For any specific individual, the maximum amount of leave that can be taken for the pension bridging option shall be calculated as the maximum amount of leave permitted under the PSPP for this purpose.

2.3.2 The leaves of absence shall commence before the conclusion of the employee's four-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 the PSPP, 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 26.10 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; (During the leave without pay, employees may choose to purchase all benefit coverage with the exception of STSP and LTIP.)

(b) the leave of absence with pay equal to the employee's number of weeks of severance shall be taken after the leave without pay. 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 4 month notice period remains. At the end of this period the employee:

(i) shall retire pursuant to the terms of the PSPP if eligible;

(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, pursuant to the terms of the PSPP, if eligible.

2.3.4 The Employer shall advise the PSPP of the intention to permit employees in the PSPP to access its provisions related to Leaves of Absence for Employment Stability Purposes, as described in this LOU as permitted under the PSPP. It is the intention of the Employer and AMAPCEO that this arrangement meet the requirements of the Public Service Pension Plan, including compliance with legislation governing the Public Service Pension Plan. It is the intention of the Employer and AMAPCEO that the terms and conditions herein to obtain the benefit of a Leave of Absence for Employment Stability Purposes under the PSPP be in accordance with the applicable provisions of the PSPP such that no additional liability be incurred by the Employer. No charge shall accrue to the Employer for the cost of providing access to the Leaves of Absence for Employment Stability Purposes provisions under the PSPP. If a cost does accrue to the Employer as a result of this Letter of Understanding, this Letter of Understanding shall be null and void.

Letter of Understanding Re: Pay Equity Compliance

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 A in the Collective Agreement.
3. The parties agree that there are male comparator job classes in each of the salary bands contained at Schedule A in the Collective Agreement, except for Group 1 which has no positions as of the date of this Letter of Understanding.
4. The Association agrees that it will not initiate, pursue, or support any pay equity complaint that is inconsistent with this Letter of Understanding.
5. The parties further agree that the following will constitute a non-exhaustive list of male job classes in the AMAPCEO bargaining unit:

Group Level	Male Job Class
2	Graphics Designer (A117)
3	Program Specialist (A143)
4	E-Learning Specialist (A172)
	Vaccine Effectiveness Coordinator (A181)
5	Geospatial Analyst (A116)
	ICES Analyst (A122)
6	Computational Biologist (A179)
	Outbreak Coordinator (A134)
7	Biostatistical Specialist (A100)
	Molecular Specialist (A132)

Signed at Toronto this _____ day of _____ 2014

For the Association/AMAPCEO

**For the Ontario Agency for
Health Protection and
Promotion/OAHPP**

