

## **MEMORANDUM OF SETTLEMENT**

of all outstanding matters in dispute

Between:

**The Crown in Right of Ontario**

as represented by Management Board of Cabinet

("the Employer")

- and -

**Association of Management, Administrative and Professional Crown Employees  
of Ontario**

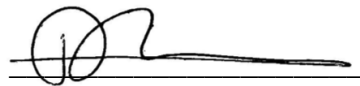
("the Association")

1. The parties agree, subject to ratification by both parties, to the terms and conditions of the Collective Agreement as amended by the following agreed to items. Ratification by both parties shall be deemed to have occurred on the latest date on which ratification occurs by the employees in the bargaining unit and by Cabinet. The ratification process will be completed by both parties on or before November 11, 2022, unless agreed otherwise.
2. The renewal of the Collective Agreement shall be effective on the date of ratification by both parties and shall expire on the 31<sup>st</sup> day of March 2025.
3. Except as provided otherwise in the terms of the Memorandum of Settlement, any changes to benefits shall be effective on the first day of the month following the month in which ratification by both parties occurs.
4. Where changes to benefits have a retroactive effective date, best efforts will be made to have the changes implemented within 90 days of the date of ratification.
5. Except as provided otherwise in the terms of the Memorandum of Settlement, all other changes to the most recently expired Collective Agreement shall be effective on the date of ratification by both parties.
6. The renewal Collective Agreement shall be in the form of the most recently expired Collective Agreement, as amended by the attached. It is understood that some editing and renumbering may be necessary and the parties shall appoint an editing committee for that purpose.

7. The undersigned unanimously agree to recommend these terms of settlement as attached to their respective principals and, in the case of the signatories for the Association, to the AMAPCEO Board of Directors, and if approved by the Board, to the bargaining unit employees.
8. All other issues in dispute are hereby withdrawn without prejudice to the positions of the parties. The parties agree that they will not rely on the tabling and subsequent withdrawal of any proposal as evidence in support of an estoppel argument over the meaning of a provision in the collective agreement.

Dated at Toronto, this 15<sup>th</sup> day of October, 2022.

For the Association:



Deryck Albarus



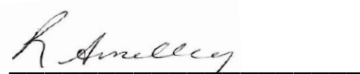
Dave Bulmer



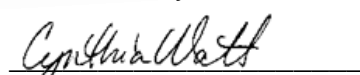
Matthew Hill



Ben Rossiter



Rob Smalley



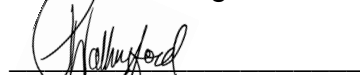
Cynthia Watt



David Wilkins



Maureen Wraight

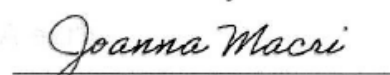


Paula Wallingford

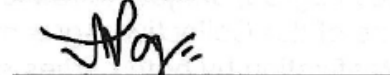
For the Employer:



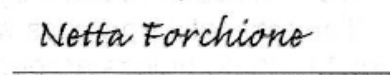
Steven MacKay



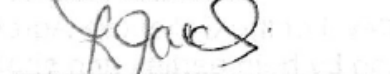
Joanna Macri



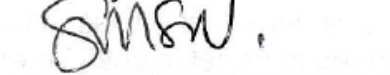
Minerva Papasin



Netta Forchione



Lindsay Jones



Stephen McDonald

## **1. Recruitment – Posting and Filling of Positions**

Amend Article 18 and add a new Letter of Understanding as follows:

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

...

Exceptions from the Requirements to the Posting and Filling of Positions

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

- (a) within twelve (12) months of the conclusion of a previous competition for ~~the identical~~ **similar** positions, where the Employer offers the vacancy to the most qualified applicant as determined in the previous competition who has not yet ~~been offered~~ **accepted** the position, and continuing, if necessary, in descending order of qualification. **For clarity, similar vacancies will be considered as positions in the same functional group, within the same classification level, same ministry and within 125km of the original posting work location(s).** ~~An identical~~ **A similar** position includes a temporary vacancy arising after a competition for a permanent position.

Where a vacancy is filled pursuant to this clause, the Employer shall provide the Association with the names of the AMAPCEO members who were interviewed in the previous competition. Article 18.5 shall apply;

...

#### **Letter of Understanding re: Pilot for Finance Functional Group Recruitment**

- (i) **In addition to the posting requirements under Article 18, the Employer may post potential permanent and/or temporary opportunities within the finance functional group that may arise over the next 12-month time period.**

**The posting shall state the duties, nature and title of the position(s), qualifications required, full or part time status, permanent or temporary status, bargaining unit status, hours of work schedule, travel expectations/work location(s) and salary range of the classification. The Employer will identify on the posting that it may be used to fill positions that occur over the 12-month time period within the same classification level and within 125 km of the original posting work location(s). The posting shall state that candidates must indicate their work location preference, if applicable, in their application. The posting period will be for at least ten (10) working days prior to the established closing date. This closing date may be extended should the Employer determine that there are an insufficient number of potential qualified candidates.**

- (ii) **The Employer will then establish an eligibility list of qualified candidates for each classification level within each functional group based on the results of a competitive process. The parties agree that the development of eligibility lists will be accordance with Article 18.3.1 and 18.3.2.**
- (iii) **The Employer shall provide the Association with the eligibility list developed under paragraph (ii).**
- (iv) **If the Employer decides to fill any positions that it has elected to post under this Article, the Employer will make job offers to qualified candidates from the eligibility lists for each position in accordance with Article 18.8.1(a). If the most qualified employee offered a position rejects the Employer's job offer they shall remain eligible and retain their rank for further offers.**

(v) The parties agree that it will continue to be the requirement under Article 27.3.1 that the Employer shall obtain valid surplus clearance prior to filling a position under paragraph (iv), and that the employer comply with its obligations for position conversion under Article 18.8.1(e), 18.8.5 and FXT 7.2 and 7.4, before filling a position under paragraph (iv).

(vi) Where the Employer posts in accordance with this process and if no qualified candidate accepts a job offer for a position that the Employer decides to fill as a result of posting under this Article, and where the Employer determines that there is a continuing need to fill the position(s), it shall do so in accordance with the collective agreement.

(vii) This pilot will be in effect for the term of this collective agreement.

Dated at Toronto, this 15<sup>th</sup> day of October, 2022.

Dave Bulmer  
For the Association

Steven MacKay  
For the Employer

*[This letter forms part of the Collective Agreement]*

## **2. Pregnancy and Parental Leave**

Amend Article 24 and FXT.6 and agree to a new Letter of Understanding as follows:

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

- 24.1 In this Article,
- "last day at work", in respect of an employee on a leave of absence referred to in Article 24 means the last day the employee was at work before the leave of absence.
- "parent" includes an employee with whom a child is placed for adoption and an employee who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- "parental leave" means a leave of absence under Article 24.7.
- "pregnancy leave" means a leave of absence under Article 24.2.
- "weekly pay", in respect of an employee on a leave of absence referred to in Article 24 means weekly pay at the rate actually received by the employee on the last day of work and also includes any salary increase that is granted after the last day of work to take effect retroactively on or before the last day of work.
- 24.2 Pregnancy Leave:
- The Employer shall grant a leave of absence without pay in accordance with Part XIV of the *Employment Standards Act, 2000*, to an employee who is pregnant and who started her service with the Crown at least thirteen (13) weeks before the expected birth date.
- 24.3 An employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- 24.4 The pregnancy leave of an employee who is entitled to take parental leave ends seventeen (17) weeks after the pregnancy leave began.

- 24.5 **Where ~~the~~ pregnancy leave of an employee who is not entitled to take parental leave **began before January 1, 2018, the pregnancy 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.**
- Where the pregnancy leave of an employee who is not entitled to take parental leave began on or after January 1, 2018, the pregnancy leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is twelve (12) weeks after the birth, still-birth or miscarriage of the child.**
- 24.6 An employee who has given notice to end pregnancy leave may change the notice:
- (a) to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date: or
  - (b) to a later date if the employee gives the Employer at least four (4) weeks-written notice before the date the leave was to end.
- 24.7 Parental Leave:
- The Employer shall grant a leave of absence without pay in accordance with Part XIV of the *Employment Standards Act, 2000*, to an employee who has at least thirteen (13) weeks service with the Crown and who is the parent of a child.
- 24.8.1 **Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time before December 3, 2017, Pparental leave may begin,**
- (a) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and,
  - (b) no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
- 24.8.2 **Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time on or after December 3, 2017, Pparental leave may begin,**
- (a) **no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and,**
  - (b) **no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.**
- 24.9 The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- 24.10.1 **Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time before December 3, 2017, Pparental 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.**
- 24.10.2 **Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time on or after December 3, 2017, parental leave ends sixty-one (61) weeks after it began for an employee who takes pregnancy leave and sixty-three (63) weeks after it began for an employee who did not take pregnancy leave.**

**24.10.3**

An Employee who has given notice to end parental leave may change the notice;

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

**24.11**

Employment Insurance Top-up:

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

**24.12.1**

**The following applies for any pregnancy leave which begins before [90 days of ratification].** 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 (**the waiting period**), payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification and shall also include any increases in salary that she would have attained had she been at work during the leave of absence as they are, or would have been implemented; and
- (b) for each week, up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee receives for the week and any other salary earned by the employee during the week, and ninety-three percent (93%) of the actual weekly rate of pay for her classification and shall also include any increases in salary that she would have attained had she been at work during the leave of absence as they are, or would have been implemented; and,
- (c) for each week up to a maximum of fifteen (15) additional weeks, where the employee elects to take Parental Leave in accordance with Article 24.7 payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee receives for the week and any other salary earned by the employee during the week and ninety-three percent (93%) of the actual weekly rate of pay for her classification, and shall also include any increases in salary that she would have attained had she been at work during the leave of absence as they are, or would have been, implemented.

**24.12.2**

**The following applies for any pregnancy leave which begins on or after [90 days of ratification].** 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 one week (**the waiting period**), 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) on production of proof of payments in accordance with employment insurance pursuant to the *Employment Insurance Act*, (Canada) have terminated, the employee shall be entitled

**to a further one week of pregnancy leave with payment 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. This further one week of leave must be taken immediately after the date when the EI benefits referenced in Article 24.12.2(b) have terminated and prior to returning to the workplace.**

**(d) where an employee takes parental leave in conjunction with pregnancy leave, Article 24.12.2(c) shall not apply.**

**24.13.1**

**The following applies for any parental leave which begins before [90 days of ratification]. In respect of the period of parental leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:**

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

**24.13.2**

**The following applies for any parental leave which begins on or after [90 days of ratification]. 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 one week, 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 Standard Employment Insurance benefits the employee is eligible to receive 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; and**
- (c) on production of proof of payments in accordance with employment insurance pursuant to the *Employment Insurance Act*, (Canada) have terminated, the employee shall be entitled to a further one week of parental leave with payment 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. This further one week of leave must be taken immediately after the date when the EI benefits referenced in Article 24.13.2(b) have terminated and prior to returning to the workplace.**

**or**

- (d) **where the employee served the waiting period in accordance with 24.12.2(a), has taken parental leave in conjunction with pregnancy leave, and on production of proof of payments in accordance with employment insurance pursuant to the *Employment Insurance Act*, (Canada) have terminated, the employee shall be entitled to a further one week of parental leave with payment 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. This further one week of leave must be taken immediately after the date when the EI benefits referenced in 24.13.2(b) have terminated and prior to returning to the workplace.**

24.14

**Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time before December 3, 2017, P**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.

**Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time on or after December 3, 2017, payments under the Supplementary Employment Benefit Plan will not apply to leave that continues after seventy-eight (78) weeks following the day the child is born or comes into the custody, care and control of the parent for the first time, where Employment Insurance benefits do not apply.**

Notwithstanding any other article in this agreement, vacation credits and seniority continue to accrue during pregnancy leave (Article 24.2) parental leave (Article 24.7) and extended leaves (Article 24.17 and 24.19). Continuous service for severance accrues during pregnancy and parental leave except during the last six (6) weeks of unpaid leave following parental leave for a biological father or adoptive parent.

24.15

Benefit Plans:

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

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

24.16

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

24.17

Pregnancy plus Parental Leave:

**Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time before December 3, 2017, A**n employee on pregnancy leave is entitled to a parental leave of absence of up to thirty-five (35) weeks.

**Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time on or after December 3, 2017, an employee**



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

- 24.18 Parental Leave for an employee who also took pregnancy leave shall commence immediately following the expiry of the pregnancy leave.
- 24.19 Extension of Parental Leave:
- Except for an employee to whom Article 24.17 applies, an employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a consecutive leave of absence without pay and with accumulation of credits for not more than six (6) weeks.
- 24.20 An employee returning to work after pregnancy leave, parental leave or extended leave referred to in Articles 24.19 or 24.22 shall be reinstated to the position the employee most recently held with the Employer on a regular and not a temporary basis, if the position still exists, or to a comparable position, if it does not.
- 24.21 The Employer shall pay a reinstated person salary that is at least equal to the greater of:
- (a) the salary the employee was most recently paid by the Employer; or
  - (b) the salary that the employee would be earning had the person worked throughout the leaves of absence referred to in Articles 24.2, 24.7, 24.19 or 24.22.
- 24.22 An employee who has worked less than thirteen (13) weeks with the Crown and becomes the parent of a child shall be granted upon request a leave of absence without pay and without accumulation of credits and service, under discretionary leave provisions of Article 23.2 (Leaves of Absence), for up to the following periods **where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time before December 3, 2017:**
- (a) fifty-two (52) weeks for an employee who would otherwise be eligible for pregnancy leave and parental leave under Articles 24.2 and 24.7; and,
  - (b) forty-three (43) weeks for an employee who would otherwise be eligible for parental leave and extended leave only, under Articles 24.7 and 24.19.  
If otherwise eligible, the employee is entitled to continue benefit coverage during the leave by paying both the employee's and the Employer's share of the premiums.
- 24.23 **An employee who has worked less than thirteen (13) weeks with the Crown and becomes the parent of a child shall be granted upon request a leave of absence without pay and without accumulation of credits and service, under discretionary leave provisions of Article 23.2 (Leaves of Absence), for up to the following periods where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time on or after December 3, 2017:**
- (a) **seventy-eight (78) weeks for an employee who would otherwise be eligible for pregnancy leave and parental leave under Articles 24.2 and 24.7; and,**
  - (b) **sixty-nine (69) weeks for an employee who would otherwise be eligible for parental leave and extended leave only, under Articles 24.7 and 24.19.  
If otherwise eligible, the employee is entitled to continue benefit coverage during the leave by paying both the employee's and the Employer's share of the premiums.**

FXT.6 Pregnancy and Parental Leave

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

FXT.6.2 **Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time before December 3, 2017, Pparental 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.**

**Where the child in respect of whom the employee takes parental leave was born or came into the employee's custody, care and control for the first time on or after December 3, 2017, parental leaves shall be granted for up to sixty-one (61) weeks for biological mothers and up to sixty-three (63) weeks for biological fathers and adoptive parents.**

#### Letter of Understanding re: Pregnancy and Parental Leave

**This letter shall confirm the parties agreement that in the event of any subsequent amendments to the *Employment Insurance Act* and/or the *Employment Standards Act, 2000* which impact provisions for pregnancy and parental leave, the parties will meet in a timely manner to review the changes and negotiate any applicable cost-neutral changes to the current pregnancy and parental leave provisions in the Collective Agreement.**

Dated at Toronto, this 15<sup>th</sup> day of October, 2022.

Dave Bulmer  
For the Association

Steven MacKay  
For the Employer

*[This letter does not form part of the Collective Agreement]*

### **3. Job Security**

Amend Article 27, Article 52 and add a new Memorandum of Agreement as follows:

#### ARTICLE 27 – JOB SECURITY

...

#### 27.3 Administrative Measures

##### 27.3.1 Surplus Clearance

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

- (a) a position will “clear surplus” when it has been posted for at least ten (10) working days prior to the established closing date, and the ~~first subsequent twice monthly (first Friday or third Friday)~~ targeted matching process under 27.8 has been completed in respect of that position.

...

27.3.5 ACERC / AMERC Reports

...

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

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

...

27.8 Targeted Direct Assignment

...

27.8.3 In Article 27.8.3.1 – 27.8.4.1, “match date” means **every Friday** ~~the first or third Friday of each month, whichever applies.~~

...

ARTICLE 52—INFORMATION AND INFORMATION TECHNOLOGY

IT Source Resource Pool and I&IT Enterprise Recruitment

...

52.13 Posting and Filling vacant positions

...

- (f) The parties agree that it will continue to be the practice that the Employer shall obtain a ~~valid~~ surplus clearance ~~number~~ prior to filling a position under paragraph (e).

...

**TRANSITION AND RESKILLING  
MEMORANDUM OF AGREEMENT**

**Between**

**The Crown in Right of Ontario  
As represented by the Treasury Board Secretariat  
(The “Employer”)**

**and**

**Association of Management, Administrative and Professional  
Crown Employees of Ontario  
 (“AMAPCEO” or the “Association”)**

**WHEREAS** the parties have a joint interest in minimizing the impacts to AMAPCEO-represented employees during organizational transformation in the Ontario Public Service;

**AND WHEREAS** it is in the interests of both parties for opportunities across the OPS to be created for the purposes of reskilling of employees since this leads to increased job security as well as expanded opportunities for reassignment within the OPS and job retention;

**AND WHEREAS** the parties recognize that, in the reskilling, retraining and reassignment of employees, employees who face job loss due to organizational transformation shall be given priority over employees who do not;

**AND WHEREAS** the parties have a mutual interest to work cooperatively to develop a process that supports reskilling and increased internal mobility within and across ministries without triggering job security provisions for AMAPCEO-represented employees;

**AND WHEREAS** this agreement is intended to complement existing provisions under the current AMAPCEO Collective Agreement;

**NOW THEREFORE** the parties agree to the following effective July 13, 2020:

- 1. The parties agree to establish a Joint Transition & Reskilling Committee (“the Committee”) that shall operate as a sub-committee of the AMAPCEO Central Employee Relations Committee (“ACERC”). When an organizational transformation takes place that will impact AMAPCEO-represented employees, the Committee shall be responsible for reviewing the following information provided by the Employer:**
  - 1) A list of AMAPCEO-represented employees impacted by organizational transformation (“referred to as employees”);**
  - 2) The AMAPCEO-represented positions throughout the OPS that are available and suitable for these employees to be considered for;**
  - 3) The current skills of the employees and requirements for further skill development; and**
  - 4) Any proposed training activity, if required, that will support the reskilling of employees who will be impacted.**
- 2. Following this review, the Committee shall oversee reassignment and transition of employees to other AMAPCEO-represented positions throughout the organization without triggering job security provisions for those employees who elect such assignment. This includes assigning employees to meet the needs of short-term project-based initiatives and developmental opportunities.**
- 3. The parties recognize that AMAPCEO-represented employees have entitlements to job security provisions as set out in the AMAPCEO Collective Agreement but that the parties may mutually agree to vary these provisions where it meets the mutual interests of the parties.**
- 4. The Committee shall consist of four (4) representatives each of the Employer and of AMAPCEO. The Committee will consult with and engage subject-matter expertise as it sees fit, which may include**

representatives from the applicable AMAPCEO Ministry Employee Relations Committee (AMERC). Each party will notify the other, in advance, of the representatives that will attend the committee meetings.

5. ~~After the initial six (6) month period, the parties will review the process and negotiate any modifications, necessary for future application.~~
6. Association representatives of the committee shall be entitled to be absent from work for the purposes of attending to the committee meetings, including reasonable preparation time without loss of regular pay, credits and benefits.
7. This agreement and the process set out in Appendix A will expire upon the expiry of the collective agreement or with six (6) months' notice by either party ~~following the review period set out in paragraph 5.~~

~~Agreed to by the parties~~ Dated at Toronto on this 6<sup>th</sup> day of April, 2022~~July, 2020~~.

For AMAPCEO ~~the Association~~:

For the Employer

## Appendix A to the MOA: AMAPCEO Reskilling and Transition

### Article 1 – DEFINITIONS:

*Day* refers to business days.

*Employee(s)* shall mean AMAPCEO-represented regular and regular part-time employees who have been identified by the Employer as impacted by organizational changes.

*Joint Transition and Reskilling Committee* (“the Committee”) refers to the association/management committee that has been established to review opportunities identified by the Employer for employees impacted by organizational changes to develop or refine new employment-related skills and abilities to help them transition to future employment opportunities in the OPS.

### Article 2 – NOTIFICATION TO AMAPCEO:

- 2.1 Where an organizational transformation activity occurs which will result in employment changes for AMAPCEO-represented employees, the Employer will identify this activity for consideration under the Joint Transition and Reskilling process. When that occurs, the Employer will provide the President of the Association, the AMAPCEO Co-Chair of the Committee and affected AMERC Co-chair, advance notice about the planned organizational transformation initiative not less than (10) days prior to notification to employees, unless the parties agree to extend the timelines.
- 2.2 As part of the advance notice, the Employer will provide the Association with the following information on a without prejudice basis:
  - a. Relevant information about the organizational change to enable meaningful discussion, including the reason for the decision when a final decision has been made and how the planned initiative meets the Government’s objectives.
  - b. A list of employees including the names, position title, classification and job code, continuous service date, employment status, ministry/division/branch name and work location. This list will be based on information known at the time of the notification and may be subject to change.
  - c. Information on the AMAPCEO-represented positions that each of the employees will be assigned to, including information such as position title, job code and job code description, ministry/division/branch name, work location and job description.

- d. A list of the reskilling and training that may be required for each of the employees in order to meet the duties of the identified assignment.

**Article 3 – JOINT TRANSITION & RESKILLING COMMITTEE:**

- 3.1 Within thirty (30) days of receipt of the notification set out in Article 2, the Committee shall meet to discuss the information that has been provided to the Association as per Article 2.2, including;
  - a. the potential impacts to employees as a result of the potential organizational transformation;
  - b. reassignment of employees to other permanent or temporary positions within the OPS. It is understood that, where the Employer identifies an assignment, the preferred outcome is to maintain the employee at or above their current salary; and
  - c. any potential employment-related retraining associated with reskilling the employees.
- 3.3 The parties agree that any discussions, disclosure or information revealed as part of or in any way related to this framework shall remain confidential as between the parties and shall not be communicated, disclosed, disseminated or publicized in any manner by the Association, nor shall it be used for any purpose other than to advance the work of the Committee, and for the purpose of consulting internally on the matter.

**Article 4 - NOTIFICATION TO EMPLOYEES:**

- 4.1 Employees will receive notification of the potential organizational change affecting their administrative district, unit, institution or other such work area, and will be provided with information regarding the organizational transformation and the assignment and reskilling information regarding the AMAPCEO-represented position that has been identified for them. Employees will be provided an opportunity to submit an updated employee form to assist the committee in their review.
- 4.2 Employees will be provided with the following options:
  - a. Accept the assignment to an AMAPCEO-represented position that has been identified as suitable for them by the Employer, including any reskilling or training activity (if required), which may help improve their employment-related skills and abilities for their identified assignment; or
  - b. Voluntary exit from the OPS with a severance package, not exceeding the pay-in-lieu entitlements provided in Article 27.7.1; or
  - c. Exercise their rights under Article 27 of the Collective Agreement.
- 4.3 Article 4.1 and 4.2 will be applied in accordance with seniority as set out in the collective agreement.
- 4.4 Notwithstanding Article 4.2 above, where an employee has a pending Transition Exit Initiative (TEI) request, the Employer will consider the request for approval prior to notification under Article 4.1.
- 4.5 Training and developmental opportunities, if required, shall include one or more of the following activities:
  - a) On-the-job training;
  - b) Course-based training;
  - c) Job shadowing;
  - d) Temporary assignment to a position;
  - e) Any other learning activity deemed appropriate by the Employer.

- 4.6 Employees must respond to the Employer in writing within six (6) days of the issuance of the notification. The response must indicate which one of the above options the employee selects.
- 4.7 Employees who elect to voluntarily exit from the OPS must exit within five (5) days of their selection, or another time that is mutually agreed between the employee and the Employer.
- 4.8 Where an employee chooses to exercise their entitlements in accordance with Article 27 of the AMAPCEO collective agreement, the notice set out in Article 4.1 shall be deemed to have satisfied the Employer's disclosure obligations to AMAPCEO.

**Article 5 – ASSIGNMENT OF EMPLOYEE:**

- 5.1 Where an employee is assigned in accordance with this agreement, the Employer will provide the employee with a period of time working in the new assignment of three (3) months, during or following the employment-related retraining, to allow for an assessment to be made regarding the qualifications and suitability of the employee for the assigned position.
- 5.2 Where an employee is offered and accepts an assignment beyond a forty (40) kilometer radius of the employee's headquarters, no relocation expenses will be paid. Before a position is offered outside of forty (40) kilometers, the Employer will share with the committee all assignments that were considered.
- 5.3 If, at the end of the temporary review period referred to in Article 5.1, the employee is not qualified to perform the work of the position to which ~~he or she has~~ they have been assigned, the parties can refer the matter to the Committee for further discussion and recommendations. Failing resolution by the Committee, the employee is entitled to their rights under Article 27 based on their original proposal.

**Article 6 – DISPUTE PROCESS:**

- 6.1 It is understood that the only disputes that may be filed are in regard to whether the terms of the process set out in this MOA and its Appendix are followed. Any assignments made under this process shall not be subject to any dispute.
- 6.2 In the event that a dispute is filed as set out in Article 6.1 above, the parties recognize that time is of the essence and any such dispute will be referred to a mediator/arbitrator within seven (7) calendar days after being filed.
- 6.3 Notwithstanding Article 6.2 above, the parties can meet to further discuss the dispute at any time and continue their efforts to arrive at a resolution.
- 6.4 The parties agree to the following list of mediators/arbitrators that can be used to mediate and/or arbitrate disputes that arise between the parties in accordance with Article 6.1:
- Ian Anderson
  - Daniel A. Harris
  - Chris Albertyn
- 6.5 Subject to the availability of the mediator/arbitrators identified in Article 6.4, the parties will make best efforts to commence hearings within thirty (30) days of the referral to the mediator/arbitrator.
- 6.6 To the extent possible, written decisions will be issued within five (5) days of conclusion of the hearing(s) and will be without precedent or prejudice, unless agreed to otherwise by the parties.
- 6.7 The cost of mediation and/or arbitration will be shared equally by the parties.

#### 4. Fixed-Term Employee

Amend Article FXT.4, FXT.5, and FXT.10 as follows:

##### FXT.4 Vacation Pay

- FXT.4.1** Effective January 1, 2023, a full-time fixed term employee who is newly hired into the OPS shall be advanced 3.75 vacation credits upon hire, representing the vacation credits for the first full three (3) months of their employment. After three (3) full months of the employee's fixed-term employment, assignment of vacation credits will be in accordance with Article FXT.4.1.1.
- FXT.4.1.1** A full-time fixed term employee is entitled to vacation credits at the rate of 1¼ days for each full month in which he or she is at work or is on vacation leave of absence or leave of absence with pay.
- For clarity, if the full-time fixed term employee does not meet these requirements for the first full three (3) months of their employment, the credits assigned under FXT.4.1 will be reduced accordingly.**
- ~~FXT.4.2~~ A full time fixed term employee who leaves the public service prior to the completion of six months service is entitled to vacation pay at the rate of four percent (4%) of the earnings of the employee during the period of his or her employment.
- ~~FXT.4.32~~ A full-time fixed term employee who has completed six (6) or more months of continuous service in the public service shall be paid for any unused **and earned** vacation standing to his or her credit at the date he or she ceases to be an employee.
- FXT.4.43** Where a full-time fixed term employee is appointed to the regular service, vacation credits accumulated under this Article shall continue to stand to the credit of the employee.
- ~~FXT.4.54~~ Upon the completion of six (6) months continuous service in the public service, a A full-time fixed term employee with the approval of his or her manager or designee, may take vacation to the extent of his or her earned vacation credits and his or her earned vacation credits shall be reduced by the vacation taken. Such approval will be subject to operational requirements, but, it is also agreed that such approval will not be unreasonably withheld.
- FXT.4.5** **Vacation credits used in excess of the vacation credits to which an employee is entitled on the date they cease to be an employee shall be deducted from any salary to which they may be entitled.**
- FXT.4.6** A part time or irregular fixed-term employee is entitled to an amount equal to four per cent (4%) of their gross pay (not including holiday pay under Article FXT.3.6) as vacation compensation **for a period of employment of less than five years or six percent (6%) of gross pay (not including holiday pay under Article FXT.3.6) as vacation compensation for a period of employment of five or more years where required by the *Employment Standards Act, 2000* as may be amended.**

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

- FXT.5.1** Effective January 1, 2023, a full-time fixed term employee who is newly hired into the OPS shall be advanced 3.75 attendance credits upon hire, representing the attendance credits for the first full three (3) months of their employment. After three (3) full months of the employee's fixed-term employment, assignment of attendance credits will be in accordance with Article FXT.5.1.1.



**The attendance credits assigned upon hire will be pro-rated for a part time fixed term employee based on the ratio that his or her weekly hours of work bear to full time employment.**

FXT.5.1.1 A full time or part time fixed term employee is entitled to an attendance credit of 1¼ days for each full month in which he or she is at work or is on vacation, bereavement or jury/witness leave. An employee is entitled to use attendance credits only in the event that he or she is unable to attend his or her official duties by reason of illness or injury.

**For clarity, if the full-time fixed term employee does not meet these requirements for the first full three (3) months of their employment, the credits assigned under FXT.5.1 will be reduced accordingly.**

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

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

...

FXT.10 Payment in Lieu of Benefits

...

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

FXT.10.3 ~~Within thirty-one (31) days following the initial election period under Article FXT.10.2, all employees hired following January 1, 2015~~ **Within sixty (60) days following the date of hire all active fixed term employees** shall have a one-time option to elect to pay 100% of the premium toward insured benefit plans set out in Articles 34 (Supplementary Health and Hospital) and 35 (Dental Plan) for the duration of their contract and any subsequent extensions or reappointment not broken by a 13 week or greater period of non-employment. Employees will be insured under the insured benefits plan effective the first of the month immediately following two (2) months of continuous service.

~~FXT.10.3.1.4~~ **Within thirty-one (31) days following a subsequent extension for a longer period than the original contract period, a fixed-term employee who did not elect to participate as provided for in Articles FXT.10.2 or FXT.10.3 shall have a one-time option to elect to pay 100% of the premium toward insured benefit plans set out in Articles 34 (Supplementary Health and Hospital) and 35 (Dental Plan) for the duration of their contract and any additional extensions or reappointment not broken by a 13 week or greater period of non-employment. For clarity, this window for election shall only be made available to each employee once, regardless of the number of contract extensions. Employees will be insured under the insured benefits plan effective the first of the month immediately following their election and following at least two (2) months of continuous service.**

~~FXT.10.4~~**FXT.10.5** Once an employee has opted for insured benefits coverage under Articles FXT.10.2, ~~or Article FXT.10.3;~~ **or FXT.10.4** they will be required to maintain coverage for the duration of their fixed term employment, including any subsequent extensions or reappointments not broken by a 13 week or greater period of non-employment.

~~FXT.10.5~~**FXT.10.6** Notwithstanding Article FXT.10.45, a fixed-term employee working full-time hours may opt out of coverage within thirty-one (31) days following the start of a subsequent fixed-term reappointment where the hours of work are less than full-time.

## **5. Supplementary Health and Hospital Insurance**

Amend Article 34 and PT.10 as follows:

### ARTICLE 34 – SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

...

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

...

(f) **up to March 31, 2022**, 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;

**Effective April 1, 2022**, the services of a psychologist, at the rate of sixty dollars (\$60) per half hour, to an annual maximum of sixteen hundred dollars (\$1600). Coverage shall also include services rendered by a psychotherapist, or 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;

**Effective April 1, 2023**, the services of a psychologist, at the rate of eighty dollars (\$80) per half hour, to an annual maximum of sixteen hundred dollars (\$1600). Coverage shall also include services rendered by a psychotherapist, or 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;

...

(i) Effective January 1, 2015 the Supplementary Health & Hospital Plan will be amended to include coverage for Diabetic Pumps and Supplies as follows:

...

(iii) Purchase and/or repair of one Blood Glucose monitoring machine per any consecutive four (4) year period (whether prior to or after January 1, 2015) to a maximum of four hundred dollars (\$400) per person. **Effective January 1, 2020, coverage includes continuous blood glucose monitors and flash glucose monitors.**

...

PT.10 The Supplementary Health and Hospital Insurance Plan

...

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

...

(f) **up to March 31, 2022**, 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;

**Effective April 1, 2022, the services of a psychologist, at the rate of sixty dollars (\$60) per half hour, to an annual maximum of sixteen hundred dollars (\$1600). Coverage shall also include services rendered by a psychotherapist, or 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;**

**Effective April 1, 2023, the services of a psychologist, at the rate of eighty dollars (\$80) per half hour, to an annual maximum of sixteen hundred dollars (\$1600). Coverage shall also include services rendered by a psychotherapist, or 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;**

...

(i) Effective January 1, 2015 the Supplementary Health & Hospital Plan will be amended to include coverage for Diabetic Pumps and Supplies as follows:

...

(iii) Purchase and/or repair of one Blood Glucose monitoring machine per any consecutive four (4) year period (whether prior to or after January 1, 2015) to a maximum of four hundred dollars (\$400) per person. **Effective January 1, 2020, coverage includes continuous blood glucose monitors and flash glucose monitors.**

...

**6. Salary**

Amend Article 44 as follows:

~~44.1 Effective October 1, 2017, all salary rates in effect on September 30, 2017 will be revised to provide for an increase of 1.5% across the board.~~

44.21 Effective April 1, ~~2019~~**2022**, all salary rates in effect on March 31, ~~2019~~**2022** will be revised to provide for an increase of 1.0% across the board.

~~44.3 Effective October 1, 2019, all salary rates in effect on September 30, 2019 will be revised to provide for an increase of 1.0% across the board.~~

44.42 Effective April 1, ~~2020~~**2023**, all salary rates in effect on March 31, ~~2020~~**2023** will be revised to provide for an increase of 1.0% across the board.

~~44.5 Effective October 1, 2020, all salary rates in effect on September 30, 2020 will be revised to provide for an increase of 1.0% across the board.~~

44.63 Effective April 1, ~~2021~~**2024**, all salary rates in effect on March 31, ~~2021~~**2024** will be revised to provide for an increase of 1.0% across the board.

~~44.7 Effective October 1, 2021, all salary rates in effect on September 30, 2021 will be revised to provide for an increase of 1.0% across the board.~~

44.84 For clarity, Salary Schedule A of the Collective Agreement sets out the increases referred to above.

For clarity, these increases will also apply to the Ontario Internship Program salary rate.

## **7. Term and Renewal**

Amend Article 53 as follows:

53.1 Unless otherwise specified, this agreement shall be effective from April 1, ~~2018~~**2022** until March 31, ~~2022~~**2025**.

53.2 Either party to the collective agreement may, within the period of ninety (90) calendar days before the agreement ceases to operate, give notice in writing of its desire to bargain with a view to the renewal with or without modification of the agreement then in operation or to the making of a new agreement.

53.3 In the event neither party gives notice to bargain in accordance with Article ~~52~~**53.2**, this agreement shall be automatically renewed for a period of one (1) year.

## **8. Memorandum of Agreement – Co-Operative Education Program**

Renew and amend Memorandum of Agreement re: Co-Operative Education Program as follows:

### Co-Operative Education Program

...

(2) The Employer will create the position of Co-Operative Education Student within the AMAPCEO bargaining unit. For the duration of the agreement, the Employer may employ up to a total of ~~150~~ **200** Co-Operative Education Students in the workplace at any time.

...

**(9) Co-Operative Education Students will be entitled to apply to restricted competitions for twelve (12) months after the expiry of their final fixed-term contract with the Employer.**

~~(9)~~**10** The term of this agreement shall expire with the Collective Agreement.

## **9. Memorandum of Agreement – Transition Exit Initiative**

Renew and amend Memorandum of Agreement re: Transition Exit Initiative as follows:

### TRANSITION EXIT INITIATIVE

...

5. An employee who exits from employment under the TEI will only be entitled to the following:
  - i. A lump sum of six (6) months' pay, plus one (1) week pay per year of continuous service; or
  - ii. Continuance of salary plus benefits (except STSP and LTIP) for six (6) months commencing on the date set out in Paragraph 6, plus one (1) week pay per year of continuous service or its equivalent period of further salary continuance plus benefits (except STSP and LTIP). For clarity, during the salary continuance period, employee and Employer pension contributions and vacation and pension credits will continue to accrue. ~~Notwithstanding the above, the further salary continuance period shall not be greater than the length of time between the commencement of the salary continuance and the end of the month in which the employee will attain sixty five (65) years of age. Any remaining balance will be paid forthwith to the employee as a lump sum.~~
  - iii. Where the employee does not choose a specific pay-in-lieu option, the employee shall be deemed to have chosen the lump sum option under 5(i).

...

## **10. Letter of Understanding re: Lump Sum Payments**

Delete Letter of Understanding re: Lump Sum Payments

## **11. New Letter of Understanding re: Equity, Inclusion and Anti-Racism – Joint Equity, Diversity and Inclusion Sub-Committee**

Add new Letter of Understanding as follows:

**Letter of Understanding re: Establishment of Joint Equity, Inclusion and Anti-Racism Sub-Committee of ACERC**

**The Employer and AMAPCEO are committed to fostering a more inclusive, diverse, equitable, anti-racist, accessible, and respectful workplace free from discrimination and harassment.**

**The parties agree to the following terms for the Sub-Committee:**

1. **The Committee shall be a sub-committee of ACERC and consist of four (4) representatives each of the Employer, including TBS, and of AMAPCEO.**
  - i. **Either party may request to invite one or more guests to a Committee meeting to provide expert advice, personal experiences, or information to the Committee;**
  - ii. **Each party will notify the other, in advance, of the representatives and guests that will attend the meetings.**
2. **The mandate of the Sub-Committee shall include a focused review of the AMAPCEO collective agreement and the impact of employment policies and programs as they relate to the application of the AMAPCEO collective agreement from an equity lens, with an aim to identify systemic employment barriers that may exist in the collective agreement and are unduly impacting**

employees from equity deserving groups, including employees who are Indigenous, Black, other racialized, LGBTQ+ and persons with disabilities.

3. The Sub-Committee will meet at minimum bi-monthly until completion of the review. Additional meetings may be scheduled upon mutual agreement of the parties. The review shall be completed during the term of the collective agreement.
4. Meeting minutes will be completed and signed off by the parties after each meeting.
5. The Sub-Committee will develop a joint summary document to record the Sub-Committee's activities, findings, recommendations (if any) and next to address any potential systemic employment barriers and/or unintended consequences, including those in respect of the collective agreement.
6. The Sub-Committee's discussions, meeting minutes, and joint summary shall be without precedent and prejudice and cannot be disclosed or relied upon in any disputes under the collective agreement.
7. Further, the parties agree that the Sub-Committee will be utilized to consult, as appropriate, on initiatives being undertaken to implement the OPS Leadership Pledge commitments that impact AMAPCEO-represented employees.

This letter shall expire on March 31, 2025.

Dated at Toronto, this 15<sup>th</sup> day of October, 2022.

Dave Bulmer  
For the Association

Steven MacKay  
For the Employer

*[This letter forms part of the Collective Agreement]*

## **12. New Letters of Understanding re: Collection and Reporting of Socio-Demographic Data**

Add new Letters of Understanding as follows:

### **Letter of Understanding re: Collection and Reporting of Socio-Demographic Data**

This letter confirms the parties' shared commitment to building and fostering a more inclusive, diverse, equitable, anti-racist, accessible, and respectful workplace free from discrimination and harassment.

To support this shared commitment, the parties recognize that the collection of socio-demographic data about AMAPCEO-represented employees will help improve the Employer's ability to make informed decisions about where change is needed, what interventions are working and where more effort is needed.

In accordance with the foregoing, the parties recognize and acknowledge the following:

- i. Socio-demographic data from AMAPCEO-represented employees will only be collected where informed consent by the individual is provided.
- ii. Socio-demographic data from AMAPCEO-represented employees will be collected in accordance with the socio-demographic fields in WIN\* and in accordance with the WIN Notice of Collection.

- iii. **The Ontario Public Service is committed to protecting the personal information of its employees. Human resources information (such as the socio-demographic data collected in the WIN system) is treated as private and confidential.**
- **Access to this data is strictly limited in accordance with the Employer’s Socio-Demographic Data Collection and WIN Privacy Statement. Information will be collected in alignment with the Employer’s Socio-Demographic Data Collection and WIN Privacy Statement.**
  - **Reporting on the socio-demographic data includes group-level (aggregate) information only.**
  - **In categories where only 10 or fewer people have responded, no information will be reported.**
  - **Data collected from WIN will only be used for the purposes outlined in the Employer’s Socio-Demographic Data Collection and WIN Privacy Statement.**
  - **Collected socio-demographic data will be shared with AMAPCEO in accordance with this letter of understanding.**
- iv. **Effective March 1, 2022, use of the socio-demographic data from WIN is restricted to the following purposes as described in the Employer’s Socio-Demographic Data Collection and WIN Privacy Statement:**
- a) **To provide insights on the career progression of employees with different socio-demographic characteristics; and**
  - b) **To describe the socio-demographic make-up of the OPS to inform policies and initiatives to create a more inclusive organization for all.**
- v. **Access to an individual’s socio-demographic information is strictly limited to staff who work in the areas responsible for managing and analyzing WIN workforce data.**
- vi. **An individual’s personal information cannot be provided without the individual’s explicit consent.**
- vii. **Any report(s) created by the Employer that includes socio-demographic information will be in aggregate form.**

**Further, the Treasury Board Secretariat and AMAPCEO are committed to working collaboratively together to develop joint communications that will encourage all AMAPCEO-represented employees to share their socio-demographic information with the Employer.**

**Lastly, the Employer will provide to AMAPCEO annually a report that sets out the number of AMAPCEO-represented employees it employs who have self-identified as a member of a designated group by designated group. The report will examine data at the OPS-level and by region, or division (where possible), where reporting thresholds have been met to protect privacy and preserve confidentiality. The parties further agree to continue discussing whether data can be provided at a more specific level (i.e. branch or office).**

**Where possible, reporting will also include data summaries on hiring, turnover, promotion, secondments, and salary of members of designated groups in the aggregate, and whether they are employed as fixed-term or regular. While the reports shall not be distributed by AMAPCEO, AMAPCEO can discuss the information in these reports with their membership and subject-matter experts and use it to inform policies and initiatives, including bargaining proposals, to create a more inclusive organization for all.**

**\*WIN socio-demographic data fields currently in WIN:**

- Gender Identity**
- Transgender**
- Sexual Orientation**

- Francophone
- First Nations, Métis, and/or Inuit
- Ethnic or cultural origin(s)
- Race
- Religion and/or spiritual affiliation
- Disabilities

*[This letter forms part of the Collective Agreement]*

**Letter of Understanding re: Collection and Reporting of Socio-Demographic Data for Recruitment**

This letter of understanding will confirm the parties' commitment to explore collecting socio-demographic data from job applicants for AMAPCEO-represented competitions through voluntary surveys to better understand the applicant pool, potential barriers in the recruitment process and outcomes for equity deserving groups.

The parties agree to discuss the implementation and ongoing administration of this commitment at ACERC and to attempt to reach an implementation plan within 180 days of ratification of the collective agreement.

*[This letter forms part of the Collective Agreement]*

**13. New Letter of Understanding re: the Employment Accommodation Sub-Committee (EASC)**

Add a new Letter of Understanding as follows:

**Letter of Understanding re: Joint Sub-Committee on Employment Accommodation**

In recognition of the important work that the Employment Accommodation Sub-Committee (EASC) has done since its inception and the continuing need to address accommodation in the workplace, including health reassignment, the parties agree to establish a joint committee on Employment Accommodation within 90 days of ratification.

The purpose of the joint Sub-Committee is to provide an enhanced approach to support the timely and safe accommodation of AMAPCEO-represented employees, including accommodation in the corporate health reassignment process; and, to facilitate communications between the Employer and AMAPCEO on employment accommodation issues. As such the EASC shall have the ability to fully discuss and resolve any unresolved accommodation or health reassignment matters brought to its attention.

The Sub-Committee will discuss and finalize the Terms of Reference, Guiding Principles and processes that will supplement the current employment accommodation and health reassignment processes for AMAPCEO-represented employees.

Dated at Toronto, this 15<sup>th</sup> day of October, 2022.

**Dave Bulmer**  
For the Association

**Steven MacKay**  
For the Employer

*[This letter forms part of the Collective Agreement.]*



## **14. New Letters of Understanding re: Health Care Spending Account and Administrative Changes**

Add new Letters of Understanding as follows:

### **Letter of Understanding re: Health Care Spending Account**

The Employer agrees to establish a Health Care Spending Account (HCSA) for each eligible regular employee in the AMAPCEO Bargaining Unit enrolled in the Supplementary Health and Hospital (SH&H) and/or Dental plans as follows:

- Effective April 1, 2022 – \$100
- Effective January 1, 2023 – \$425
- Effective January 1, 2024 – \$525

For clarity, the HCSA is not an insured benefit and is not part of the SH&H plan and/or Dental plan. This amount is not taxable to employees. New employees are eligible for HCSA credit effective the first day of the month following the month in which the employee has completed two (2) months of continuous service.

The HCSA must be utilized for eligible medical expenses as defined in the *Income Tax Act*. Any remaining annual balance in the account shall carry over for a maximum of one calendar year. If the carry over balance is not used at the end of the carry over year, it is forfeited.

Coverage under the HCSA is applicable to the eligible employee and eligible dependents. This includes any dependent that the employee could claim as an eligible dependent under Canada Revenue Agency (“CRA”) guidelines. For clarity, the annual amount as described above is the total maximum amount available to the employee including dependents. Therefore, eligible medical expenses, incurred by the employee and/or the employee’s eligible dependents, if any, can be claimed through the employee’s account. All coverage under the HCSA will be cancelled effective as of the last day of the month in which employment terminates.

Dated at Toronto, this 15<sup>th</sup> day of October, 2022.

Dave Bulmer  
For the Association

Steven MacKay  
For the Employer

*[This letter forms part of the Collective Agreement]*

### **Letter of Understanding re: Administrative Changes**

This letter will confirm the parties’ agreement to implement the following administrative changes under the Insurance Carrier’s insured benefits plan for AMAPCEO-represented employees. Notwithstanding Articles 34 and PT.10 (Supplemental Health and Hospital Insurance) of the AMAPCEO Collective Agreement, the parties agree to implement the following changes concerning the administration of insured benefits, effective April 1, 2023:

- i. Implementation of a standard Prior Authorization program, which will be actively managed and updated by the Insurance Carrier, for specified eligible prescription drugs covered under the drug plan. The program supports management of drug costs while continuing to provide access to medically necessary drug therapy that is appropriate for a patient’s medical condition. Employees currently taking drugs on the prior authorization list will be “grand-parented” and the drugs they are currently receiving will not be affected by the expanded program.
- ii. Implementation of Health Case Management which will ensure that Canada Life Health Case Managers work directly with AMAPCEO-represented employees (including eligible dependents) and

their physicians to identify the appropriate initial treatment, ensure the prescribed drug is working for the patient and schedule follow-ups to ensure the condition is being managed.

- iii. **Implementation of SMART (Sustainable, Managed and Reasonable Treatment) Drug Plan which is an assessment to ensure that only appropriate drugs are added to the drug plan. A SMART assessment occurs for new drugs that come to market. The SMART assessment ensures that only drugs which have enhanced treatment outcomes (efficacy), safety and cost-effectiveness are added to the program. Where an employee is taking a drug prior to the implementation of the SMART Drug Plan, the implementation of the plan will not impact their drug coverage.**
- iv. **Implementation of Enhanced Generics which will reimburse based on the lowest cost eligible generic drug product price, even if no substitution is prescribed by a physician. If a patient cannot tolerate the generic drug, or it is therapeutically ineffective, medical evidence can be submitted to support why the brand-drug is being prescribed.**
- v. **Establishment of a Dispensing Fee Cap for prescription drugs of \$11.99 per prescription.**
- vi. **Implementation of an Annual Dispensing Fee Frequency Cap of five (5) times a calendar year in relation to eligible prescribed maintenance drugs that can be reasonably dispensed over a longer term.**

Dated at Toronto, this 15<sup>th</sup> day of October, 2022.

Dave Bulmer  
For the Association

Steven MacKay  
For the Employer

*[This letter forms part of the Collective Agreement]*

## **15. Updated List of Letters of Understanding and Memoranda of Agreement**

Renew the following Letters of Understanding and Memoranda of Agreement:

- Letter of Understanding re: Recognition Clause in Article 1 of the Collective Agreement
- Letter of Understanding re: VRA Process for Determining Employee Status Disputes
- Letter of Understanding re: Part VI of the Voluntary Recognition Agreement
- Letter of Understanding re: Use of Employer Facilities and Equipment
- Letter of Understanding re: Definition of "days"
- Letter of Understanding re: Term Classified Fixed Term Employees under the *Public Service of Ontario Act*
- Letter of Understanding re: References to *Public Service Act* and the *Public Service of Ontario Act*
- Letter of Understanding re: Organ or Bone Marrow Donation
- Letter of Understanding re: Alternative Work Arrangements
- Memorandum of Agreement re: Corporate Internship Program
- Memorandum of Agreement re: Internationally Trained Professionals Internship Program
- Memorandum of Agreement re: Implementation of New Job Evaluation System
- Memorandum of Agreement re: Pay Equity

## **16. Letter of Understanding re: Accessible Collective Agreement**

### **Letter of Understanding re: Accessible Collective Agreement**

In recognition of the importance of promoting greater diversity and inclusion in the OPS, the parties agree that they will endeavour to make the AMAPCEO collective agreement accessible during the collective agreement editing process in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005*.

Dated at Toronto, this 15<sup>th</sup> day of October, 2022.

Dave Bulmer  
For the Association

Steven MacKay  
For the Employer

*[This letter does not form part of the Collective Agreement]*

## **17. Letter of Understanding re: Gender Inclusivity**

### **Letter of Understanding re: Gender-Neutral Collective Agreement**

In recognition of the importance of promoting greater diversity and inclusion in the OPS, the parties agree that they will endeavour to make the AMAPCEO collective agreement language gender-neutral during the collective agreement editing process.

Dated at Toronto, this 15<sup>th</sup> day of October, 2022.

Dave Bulmer  
For the Association

Steven MacKay  
For the Employer

*[This letter does not form part of the Collective Agreement]*

## **18. Letter of Understanding re: LTIP Letters**

### **Letter of Understanding re: LTIP Letters**

This letter confirms that the Employer will copy AMAPCEO when the notification package is provided to an AMAPCEO-represented employee as part of the process for the employee to consider applying for benefits under the Long Term Income Protection (LTIP) plan.

Dated at Toronto, this 15<sup>th</sup> day of October, 2022.

Dave Bulmer  
For the Association

Steven MacKay  
For the Employer

*[This letter does not form part of the Collective Agreement]*

## **19. Letter to the Association re: Employer's Direction on Remote Work**

**Treasury Board Secretariat**  
Negotiations Branch  
Employee Relations and  
Negotiations Division  
Centre for Public Sector Labour  
Relations and Compensation

315 Front Street West  
6<sup>th</sup> Floor  
Toronto, ON M7A 0B8

**Secrétariat du conseil du trésor**  
Direction des négociations  
Division des relations avec le personnel et des  
négociations  
Centre pour les relations de travail et  
la rémunération dans le secteur public

315, rue Front Ouest  
6<sup>ème</sup> étage  
Toronto, ON M7A 0B8



**October 15, 2022**

**Dave Bulmer**  
**President**  
**Association of Management, Administrative and**  
**Professional Crown Employees of Ontario (AMAPCEO)**  
**1 Dundas Street West**  
**Suite 2310, P.O. BOX 72**  
**Toronto, ON M5G 1Z3**

**RE: Employer's Direction on Remote Work**

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**As you are aware, since April 4, 2022, employees working remotely were expected to return to the workplace for a minimum of three days per week. This did not replace any existing alternate work arrangements in place prior to the pandemic and this direction remains in place until further notice.**

**In the event the Employer changes its direction with respect to remote work, the Employer will consult AMAPCEO to allow the opportunity for input and feedback prior to finalizing any changes to its direction. This includes consultation with AMAPCEO in the event the Employer develops a policy regarding remote work.**

**This letter shall expire on March 31, 2025 and does not form part of the Collective Agreement.**

**Yours truly,**

**Steven MacKay**  
**Director, Negotiations Branch**  
**Employee Relations and Negotiations Division**  
**Centre for Public Sector Labour Relations and Compensation**  
**Treasury Board Secretariat**

## **20. Letter of Understanding re: Bill 124 Reservation of Rights**

### **Letter of Understanding re: Bill 124 Reservation of Rights**

**It is understood and agreed that the compensation increases agreed to under this Agreement are without prejudice to the rights of AMAPCEO to challenge the provisions of Bill 124 and to seek any appropriate remedy in the event such challenge is successful.**

**Dated at Toronto, this 15<sup>th</sup> day of October, 2022.**

**Dave Bulmer  
For the Association**

**Steven MacKay  
For the Employer**

*[This letter does not form part of the Collective Agreement]*