

In the Matter of an Interest Arbitration
Under the *Hospital Labour Disputes Arbitration Act*

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")

BEFORE: Eli A. Gedalof, Sole Arbitrator

APPEARANCES

For the Employer

Grant R. Nuttall, Counsel, Hicks Morley Hamilton Stewart Storie LLP
Emily Karas, Deputy Chief, Health Protection, Operations and Response
Antonia Maric, Ops. Dir., Quality, Regulatory Affairs and Customer Service
Catherine Green, Manager of Labour Relations and Occ. Health and Safety
Sarah Kenny, HR Business Partner
Jessica Xie, Human Resources Advisor

For the Association

Steven Barrett, Counsel, Goldblatt Partners
Matthew Hill, Labour Relations Specialist
Maurice Coppin, Communicable Disease Consultant
Sunil Varughese, Environmental Health Analyst

AWARD

1. This is an interest arbitration, duly referred to me under the *Hospital Labour Disputes Arbitration Act* ("HLDA"), to settle the renewal of the collective agreement between the parties that expired March 31, 2022.

2. The Employer provides laboratory services, expert scientific and technical advice and support relating to infectious diseases, infection prevention and control, surveillance and epidemiology, health promotion, chronic disease and injury prevention, environmental and occupational health, emergency preparedness and incident response.

3. The Association represents a bargaining unit of approximately 210 employees, engaged in research, science and public health practice and knowledge exchange and communications. The Employer was divested from the Ontario Public Service in 2008 and was at the same time included under HLDA.

4. The parties were able to reach agreement on several issues, and those previously agreed to items shall form part of the renewal agreement. The parties have also agreed that the Collective Agreement shall have a term of three years. The agreement arising from this award shall therefore have a term of April 1, 2022 to March 31, 2025.

5. The outstanding issues include the parties' wage proposals, Association proposals for benefit improvements, sick days for certain fixed term and externally funded employees who have opted into benefits, and remote work, and the Employer's proposal to transition from individual employee anniversary dates for merit pay to a fixed date of April 1.

6. In arriving at an award in this matter, I have applied the statutory criteria set out in s.9(1.1) of *HLDA*, which include:

1. The employer's ability to pay in light of its fiscal situation.
2. The extent to which services may have to be reduced, in light of the decision or award, if current funding and taxation levels are not increased.

3. The economic situation in Ontario and in the municipality where the hospital is located.

4. A comparison, as between the employees and other comparable employees in the public and private sectors, of the terms and conditions of employment and the nature of the work performed.

5. The employer's ability to attract and retain qualified employees.

7. I have also applied the always important principle of replication. This is to say that in arriving at an outcome, I have sought to replicate the result that these parties would most likely have arrived at had they been able to reach a settlement in free collective bargaining. The principles of total compensation and demonstrated need are also highly relevant.

8. Balancing all of these considerations, I award that the renewal collective agreement shall consist of the terms of the expired agreement as amended by the previously agreed items and the following terms:

Wages

Across the Board Increases shall be retroactive as follows as follows:

- April 1, 2022—3%
- April 1, 2023—3.5%
- April 1, 2024—3%

Retroactivity

In the case of current employees, the Employer shall make retroactive wage payments within 90 days of the date of this award.

In the case of former employees, the Employer shall, within 30 days of the date of this award, notify such former employees at their last known physical and email address (if available) of the entitlement to receive payment. Such former employees shall then have a further 45 days within which to request payment. If no such request is

made, no payment need be made. If a request is made, the payment must be made within 120 days of this award. AMACPEO will be copied on the notifications to employees.

Benefits

Effective July 1, 2024, the Employer shall implement the following benefit improvements:

- LTIP Premiums to be 100% Employer paid
- Add psychotherapy to mental health benefits

Merit Pay

41.1 Merit Pay

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

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.

Effective June 10, 2024, a merit increase for a twelve (12) month work cycle coinciding with **April 1** ~~the employee's anniversary date~~ shall be processed in an amount of 0 - 5% of his or her the employee's 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 the employee's salary.

For their first merit increase cycle only, new employees commencing employment between April 1 and December 31 will have their merit increases prorated based on the portion of the twelve (12) month work cycle worked between their hire date and the following March 31. New employees commencing employment between January 1 and March 31 will not be eligible for a merit increase until the following April 1 but will have their merit increases calculated based on the number of months worked since the employee commenced employment.

For the transition period (from the date of the award to March 31, 2025), existing employees will be eligible for a merit increase on their anniversary date and their next eligibility will be April 1, 2025 prorated

based on the portion of the twelve (12) month work cycle between their anniversary date and March 31, 2025. For employees with an anniversary date between April 1, 2024 and December 31, 2024, a new assessment will be completed to determine the prorated April 1, 2025 merit increase. For employees with an anniversary date between January 1, 2025 and March 31, 2025, the prorated merit increase will be based on the most recent assessment.

Letter of Understanding

The Employer agrees that it will consult with AMAPCEO, in order to allow AMAPCEO the opportunity for input and feedback, prior to any change to the minimum number of days in the workplace.

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

9. All other outstanding proposals not specifically addressed in this decision are not awarded, and I remain seized in accordance with s. 9(2) of the *HLDA*.

Dated at Toronto, Ontario, this 10th day of June 2024.

"Eli Gedalof"

Eli A. Gedalof
Sole Arbitrator