Memorandum Of Settlement for the renewal of the Collective Agreement

BETWEEN:

Ombudsman Ontario

(hereinafter referred to as "Employer")

-and-

Association of Management, Administrative and Professional Crown Employees of Ontario (AMAPCEO) on behalf of the locals of the former

Office of the Provincial Advocate for Children and Youth and the former Office of the French Language Services Commissioner

(hereinafter referred to as "Union")

- 1. The Union's negotiating committees and Employer's negotiating committee agree to unanimously recommend ratification of this Memorandum of Settlement for a renewal collective agreement to their membership or principals.
- 2. The terms of the current collective agreements applying to the employees of the former Office of the Provincial Advocate for Children and Youth and the former Office of the French Language Services Commissioner shall remain in effect pending the ratification process in respect to the proposed collective agreement.
- 3. The Parties will advise of the results of ratification within ten (10) working days.
- 4. The Parties shall draft a renewal collective agreement that shall apply to the employees of the former Office of the Provincial Advocate for Children and Youth and the former Office of the French Language Services Commissioner, which shall reflect the amendments set out in Schedule A.
- 5. The final form of a renewal collective agreement is subject to necessary housekeeping and administrative detail for numerical consistency, dates, cross-referencing of Article numbers and the like.
- 6. The term of the renewal collective agreement shall be from April 1, 2022 to March 31, 2028.
- 7. The renewal collective agreement shall be effective on the date of ratification, except as follows:
 - a. the Employer shall apply all salary increases, implementation of the salary grid, and progression of employees on the salary grid shall be retroactive to April 1, 2022.
 - b. the Employer shall implement such retroactive changes on or before the date that is thirty (30) calendar days following the date of ratification of this Agreement;
 - c. the Employer shall provide each affected employee with a statement outlining the application of any retroactive payment;
 - d. there shall be no retroactivity except for salary increases, implementation of the salary grid, and progression of employees on the salary grid.
- 8. All other proposals not included in the final form of the Memorandum of Settlement are withdrawn by the parties on a without prejudice basis. The parties shall not rely on the tabling and subsequent

withdrawal of any proposal as evidence in support of an argument over the meaning of a provision in the collective agreement, either as raising and estoppel or otherwise.

SIGNED THIS ____ DAY OF NOVEMBER, 2024.

For the Union	For the Employer
Dave Bulmer, AMAPCEO President	Paul Dubé, Ombudsman
Ruth Hislop (Children & Youth Unit)	Diana Cooke, Director, Children & Youth Unit
Josée Laperrière, (French Language Services)	Anne Sophie Leduc, Director, French Language Services Commissioner
Sameer Udipi (Children & Youth Unit)	Najwa Znini, Human Resources Business Partner
Matthew Hill, AMAPCEO Team Lead, Labour Relations and Bargaining (Acting)	Richard Mendonca, Executive Director, People and Culture