

**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")

**Agreed to Items during negotiations for the 2022-2025 Collective Agreement**

ARTICLE	BOARD'S PROPOSALS
<b>Housekeeping</b>	<p>Gender Neutrality – all language in the collective agreement will be gender neutral.</p> <p>Article 13.1: remove fax machine as method of communication.</p> <p>Article 28.1: Add National Day for Truth and Reconciliation</p> <p>Addressing any misnumbering issues, typos, repetitions, etc.</p> <p>Update Articles EF6.1, PT2.1, FXT.9, and STUDENT POSITIONS - Applicable Articles so all lists are in the positive (e.g. the following articles apply) and ensure names and numbers are correct.</p>
<b>2.4 NEW</b>	<p><b><u>The Employer and AMAPCEO recognize a shared commitment in the workplace to equity, diversity and inclusion, including anti-racism. The Employer will ensure that AMAPCEO is consulted on the establishment of any equity, diversity and inclusion (including anti-racism) systems, policies or practices, including mechanisms created by the Employer to inform those systems, policies and practices</u></b></p>
<b>14.3</b>	<p>14.3 Formal Resolution: Stage Two</p> <p>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 <del>Director of Human Resources</del>, <b>Manager Labour Relations and Occupational Health and Safety or designated human resources representative</b>, 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.</p> <p>14.3.2 It is agreed that the Stage Two <del>designated human resources representative or</del></p>

	<p><del>management representative</del> <b>the Manager Labour Relations and Occupational Health and Safety or designated Human Resources representative</b>, 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.</p>
<p><b>14.5</b></p>	<p>14.5 Group Dispute</p> <p>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 <del>the Director of Human Resources</del> <b>Manager of Labour Relations and Occupational Health and Safety or designated HR representative</b>.</p>
<p><b>14.6</b></p>	<p>14.6 Association/Employer Dispute</p> <p>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 <del>Director of Human Resources</del> <b>Manager of Labour Relations and Occupational Health and Safety or designated HR Representative</b> 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</p>
<p><b>15.2</b></p>	<p>15.2 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:</p> <ul style="list-style-type: none"> <li>• (a) is in receipt of LTIP or WSIB benefits; or</li> <li>• <b>(b) is absent on an approved <i>Employment Standards Act, 2000</i> leave; or</b></li> <li>• <del>(b) is absent on pregnancy or parental leave; or</del></li> <li>• (c) is absent on any authorized leave without pay of thirty (30) calendar days or less; <del>or</del></li> <li>• <del>(d) is absent on Family Medical Leave.</del></li> </ul>
<p><b>15.4</b></p>	<p>15.4 Seniority Lists</p>

	<p>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 <b>electronically on a site which is accessible to employees</b> and <del>at each work site</del> on/ or around April 1 and October 1 each year. A copy of the seniority list shall also be given to the SRC.</p>
<p><b>22.7.1</b></p>	<p><b>DELETED</b></p> <p><del>22.7.1 An eligible employee is entitled to leaves of absence in accordance with the Emergency leave provisions of the Employment Standards Act, 2000, and Regulations, as amended.</del></p>
<p><b>23.09 &amp; 23.10</b></p>	<p><b>23.09.1 The following applies for any pregnancy leave which begins before September 9, 2024.</b> In respect of the period of pregnancy leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:</p> <ul style="list-style-type: none"><li>(a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for the employee's classification and shall also include any increases in salary that the employee would have attained had the employee been at work during the leave of absence as they are, or would have been implemented; and</li><li>(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 the employee's classification and shall also include any increases in salary that the employee would have attained had the employee been at work during the leave of absence as they are, or would have been implemented; and,</li><li>(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 the employee's classification, and shall also include any increases in salary that the employee would have attained had the employee been at work during the leave of absence as they are, or would have been, implemented.</li></ul> <p><b><u>23.09.2 The following applies for any pregnancy leave which begins on or after September 9, 2024. In respect of the period of pregnancy leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:</u></b></p> <ul style="list-style-type: none"><li><b><u>(a) for the first one week (the waiting period), payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for the employee's classification and shall also include any increases in salary that the employee would have attained had the employee been at work during the leave of absence as they are, or would have been implemented; and</u></b></li><li><b><u>(b) for each week, up to a maximum of fifteen (15) additional weeks, payments</u></b></li></ul>

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 the employee's classification and shall also include any increases in salary that the employee would have attained had the employee 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 the employee's classification and shall also include any increases in salary that the employee would have attained had they 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 23.09.2 have terminated and prior to returning to the workplace.

(d) \_\_\_\_\_ where an employee takes parental leave in conjunction with pregnancy leave, Article 23.09.2 (c) shall not apply.

**23.10.1 The following applies for any parental leave which begins before September 9, 2024.**

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 the employee's classification, and shall also include any increases in salary that the employee would have attained had the employee 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 the employee's classification, and shall also include any increases in salary that the employee would have attained had the employee been at work during the leave of absence as they are, or would have been, implemented.

**23.10.2 The following applies for any parental leave which begins on or after September 9, 2024. 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 the employee's classification, and shall also include any increases in salary that the employee would have attained had the employee been at work

	<p><u>during the leave of absence as they are, or would have been, implemented; and,</u></p> <p><u>(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 the employee's classification, and shall also include any increases in salary that the employee would have attained had the employee been at work during the leave of absence as they are, or would have been, implemented.</u></p> <p><u>(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 the employee's classification and shall also include any increases in salary that the employee would have attained had the employee 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 23.10.2(b) have terminated and prior to returning to the workplace.</u></p> <p><u>or</u></p> <p><u>(d) where the employee served the waiting period in accordance with 23.09.2 (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 the employee's classification and shall also include any increases in salary that the employee would have attained had the employee 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 23.10.2(b) have terminated and prior to returning to the workplace.</u></p>
<p><b>24.7</b></p>	<p>1. The Employer shall establish a Joint Occupational Health and Safety Committee(s) (JOHSC) <u>that shall include union and management co-chairpersons or health and safety representative(s)</u> as mandated under the <i>Occupational Health and Safety Act</i> <del>that shall include union and management co-chairpersons</del>. 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 <i>Occupational Health and Safety Act</i>.</p> <p>2. DELETED</p> <p>2.1. DELETED</p> <p>3-10 STATUS QUO</p>

<p><b>32.2(e)</b></p>	<p><b>Effective July 1, 2024:</b></p> <p>(e) paramedical services include the following coverage per employee and each of their dependants:</p> <p>(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);</p> <p>(ii) the services of a speech therapist, at the rate of <del>forty dollars (\$40)</del> <b>eighty dollar (\$80)</b> <del>per visit half hour</del>, to an annual maximum of fourteen hundred dollars (\$1400);</p> <p>(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 <del>thirty-five dollars (\$35)</del> <b>sixty dollars (\$60)</b> per visit for each visit not subsidized by OHIP and to an annual maximum of twelve hundred dollars (\$1200) for each type of service.</p>
<p><b>32.2(f)</b></p>	<p><b>Effective July 1, 2024:</b></p> <p>(f) the services of a psychologist, at the <u>reasonable and customary</u> rate <del>of forty dollars (\$40) per half hour</del>, 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;</p>
<p><b>35.7</b></p>	<p>35.7 Accumulated credits include vacation credits, and float days and compensation option credits, compensating time off and attendance credits.</p> <p><b><u>Effective January 1, 2024, accumulated credits include vacation credits, float days and compensation time off.</u></b></p>
<p><b>35.8</b></p>	<p>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 <b>designated occupational health HR representative</b> <del>designee</del>, certifying that the employee is unable to attend to official duties.</p>
<p><b>42.3.3</b></p>	<p>Add to end of existing paragraph:</p> <p><b><u>An employee shall also have the option to request pay out of any or all of their compensating leave in lieu twice per year and the lieu requested shall be paid out on a pay period within four weeks of the request.</u></b></p>
<p><b>45</b></p>	<p><b><u>Effective January 1, 2024, Article 45 will be deleted and have no force and effect.</u></b></p>
<p><b>NEW FXT.3.5</b></p>	<p><b><u>Where an Externally Funded employee who had elected for benefits as an EF employee moves to Fixed Term status, the benefits election made as an Externally Funded employee will carry over any subsequent Fixed Term contract where the break between contracts is less than 13 weeks. If the break is greater than 13 weeks then the rules for FXT benefits</u></b></p>

	<u>election apply.</u>
<b>Letter of Understanding re RICN</b>	DELETED
<b>Pay Administration</b>	<p>Letter from C. Green to M. Hill which does not form part of the collective agreement:</p> <p>The Employer will post its pay administration policies related to AMAPCEO-represented employees on the employee intranet within 60 days of today's date.</p>
<b>Research Technicians</b>	<p>Email from C. Green to M. Hill which does not form part of the collective agreement:</p> <p>I understand the manager and HR Business Partner are in the process of addressing requests for remote work from research technicians. In the event they are not able to resolve this issue, the employer agrees that it will meet with AMAPCEO to discuss this issue.</p>

**For AMAPCEO**

**For the Employer**

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