

MEMORANDUM OF SETTLEMENT

of all outstanding matters in dispute

Between:

Ontario Heath
("OH" or "the Employer")

- and -

**Association of Management, Administrative
and Professional Crown Employees of Ontario**
("AMAPCEO")

1. The parties agree, subject to ratification by both parties, to renew the most recently expired Collective Agreement in accordance with the agreed to items in Schedule A, for the term of April 1, 2023, to March 31, 2025.
2. 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.
3. Ratification by both parties shall be deemed to have occurred on the latest date on which ratification occurs by the Employees and by the Employer. The parties will make best efforts for the ratification process to be completed on or before APRIL 24 2025. In the event one party has not completed ratification by APRIL 24 2025 they shall notify the other party.
4. Where changes to benefits have a retroactive effective date, best efforts will be made to have the changes implemented within ninety (90) days of the date of ratification. Where retroactive monies are owing best efforts will be made to pay them within ninety (90) days of the date of ratification.
5. Except as provided otherwise in the terms of the Memorandum of Settlement, all other changes including strictly language changes to the most recently expired Collective Agreement shall be effective on the date of ratification by both parties.
6. The undersigned unanimously agree to recommend these terms of settlement to their respective principals and, in the case of the signatories for AMAPCEO, to

the AMAPCEO Board of Directors ("Board"), and to the bargaining unit employees.

7. All other issues in dispute are hereby withdrawn without prejudice to the positions of the parties.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 24 day of March , 2025.

For AMAPCEO:



Kristen I. McMartin

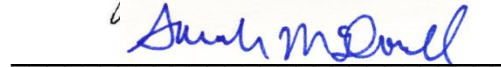


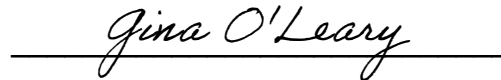
Lee Douvatsis



For the Employer:







SCHEDULE A

ARTICLE 51 TERM AND RENEWAL

Article 51 is amended as follows:

51.1 Unless otherwise specified, this agreement shall be effective from April 1, 2023 until March 31, 2025.

ARTICLE 44 SALARY

Article 44 is amended as follows:

Across the board increases shall mean an increase to individual wages and to all salary ranges as listed in Schedule A of the Collective Agreement.

44.1.1 Across the board increases inclusive of 1% already negotiated and paid, effective:

- April 1, **2020 – 2.0%**
- April 1, **2021 – 2.0%**
- April 1, **2022 – 3.0%**

The parties agree that the compensation increases effective April 1, 2020, April 1, 2021 and April 1, 2022 are in addition to the 1% annual compensation increases previously agreed to and implemented under the predecessor collective agreement (the “Moderated Collective Agreement”), and that this remedy shall constitute full and final settlement of the *Bill 124* Wage Re-opener provision under the Moderated Collective Agreement.

44.1.2 Across the board increases effective:

- April 1, **2023 – 3.5%**
- April 1, **2024 – 3.0%**

Retroactivity

The April 1 increases will be applied to the existing wage rate

Any Merit increase or Pay for Performance (“P4P”) that followed in that fiscal year will be recalculated based on the wage as adjusted on April 1. The difference in merit paid

versus merits adjusted (or P4P paid versus P4P adjusted) will be paid as part of retroactivity.

ARTICLE 34 – SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

Effective on the first of the month following ratification

Article 34.2 (f) the services of a psychologist, family therapist or marriage counsellor, 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 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;

NEW: HEALTH CARE/WELLNESS SPENDING ACCOUNT

ARTICLE X – HEALTH CARE SPENDING ACCOUNT AND WELLNESS SPENDING ACCOUNT

X.1 Effective the first of the month following the ratification of this settlement by all parties, existing and new employees enrolled in the Supplementary Health and Hospital Plan and/or Dental Plans will receive either a Health Care Spending Account (HCSA) or Wellness Spending Account (WSA), at the employee's option, in the amount of \$500 per calendar year. This is the total maximum amount available to the employee including dependents.

X. 2 Any remaining annual balance in the HCSA or Wellness Spending 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.

X.3 All coverage under the HCSA or Wellness Spending Account will be cancelled effective as of the last day on which employment terminates.

X.4 HEALTH CARE SPENDING ACCOUNT

X.4.1 The HCSA must be utilized for eligible medical expenses as defined in the Income Tax Act.

X.4.2 Eligible medical expenses, incurred by the employee and/or the employee's eligible dependents, if any, may be submitted to the benefits insurer for reimbursement and will be paid out in accordance with the terms of the HCSA

X.4.3 For further clarity, the HCSA is not an insured benefit and is not part of the Supplemental Health and Hospital Plan and/or Dental plan. This amount is not taxable to employees.

X.5 WELLNESS SPENDING ACCOUNT (WSA)

X.5.1 Unlike the HCSA which is restricted to CRA-eligible health expenses, the WSA provides funds to support a range of wellness-related expenses. Examples of eligible Wellness Spending Account expenses include, but are not limited to, gym memberships, fitness and weight loss programs, sports equipment, ergonomic equipment, etc.

X.5.2 The Wellness Spending Account is a taxable benefit.

Letter of Understanding on HCSA or WSA

to be appended to the back of the Agreement

For clarity, the benefits are as outlined in the FAQs referred to in the email dated January 17, 2025 attached as appendix A to this Memorandum of Settlement.

Append new: Letter of Understanding re: Gender-Neutral Collective Agreement

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

Append new: Letter of Understanding re: Accessible Collective Agreement

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