

## **MEMORANDUM OF SETTLEMENT**

**Between**

**Ontario Arts Council**  
("OAC" or "the Employer")

- and -

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

WHEREAS the parties have been engaged in renewal contract negotiations and agree on a renewal collective agreement on the following basis:


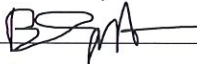

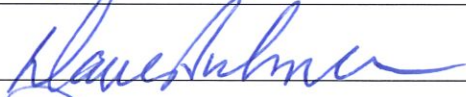

1. The parties agree that all terms and conditions of their current collective agreement effective April 1, 2022 to March 31, 2025 (the "Collective Agreement") shall continue in a Collective Agreement effective from April 1, 2025 to March 31, 2028, as amended by the agreed-to items listed in Schedule A (the "Renewal Collective Agreement").
2. The Renewal Collective Agreement shall be in the form of the Collective Agreement, as amended by Schedule A. It is understood that some editing and renumbering may be necessary and the parties shall appoint an editing committee for that purpose.
3. The Memorandum of Settlement is subject to ratification by both parties and shall be effective on the date of ratification by both parties ("full ratification"). Both parties will make best efforts to complete the ratification process within thirty (30) calendar days and keep each other informed of any extensions to this timeline for reasons that are reasonably outside of their control.
4. Except as provided otherwise in the terms of the Memorandum of Settlement or the attached Schedule A, all other changes to the Collective Agreement shall be effective on the date of full ratification.
5. Current employees as of the date of full ratification will have retroactive pay applicable under the Renewal Collective Agreement paid out within ninety (90) calendar days of the date of full ratification.
6. In the case of former employees the Employer shall, within ninety (90) calendar days of the date of full ratification, notify such former employees at their last known physical and/or email address (if available) of the entitlement to receive payment. Such former employees shall then have a further sixty (60) calendar 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 paid out as soon as reasonably practicable. AMAPCEO will be copied on the notifications to former employees.



7. The undersigned unanimously agree to recommend the Memorandum of Settlement to their respective principals.
  
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.

Agreed to by the Parties on the 25 day of May, 2026.

For the Union

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

For the Employer

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE A

### ARTICLE 4 – TYPES OF EMPLOYEES

- 4.11 Paid Days Off that have been accrued can be taken at any time after three (3) months of employment can be used any time once accrued.
- 4.15 All temporary employees shall, upon completion of six (6) months of continuous service, receive all of the benefits outlined in Appendix A **Article 31.1.2** of the collective agreement, subject to the terms of the Benefit Carrier, except for Long Term Income Protection (LTIP). Temporary employees shall receive these benefits for the duration of their contract and any subsequent extensions. Benefits will commence effective the first day of the month immediately following the completion of six (6) months of continuous service.

### ARTICLE 8 – LEAVE OF ABSENCE FOR ASSOCIATION ACTIVITIES

- 8.3 The OAC will grant a leave of absence to employees for Association activities provided requests for such leave are submitted to the OAC in writing by AMAPCEO at least one week in advance of the effective date of the leave. Permission will be granted provided operational requirements can be met. It is understood that such leave of absence will be limited to a maximum of ~~two (2)~~ **three (3)** employees at any one time. The total amount of such leave that is available for the entire bargaining unit is sixty (60) working days in each calendar year.

### ARTICLE 9 – RIGHTS OF ASSOCIATION WORKPLACE REPS

- 9.1 The Employer shall recognize ~~two (2)~~ **three (3)** workplace representatives, and a negotiating committee composed of two (2) members of the Association. The Association shall send to the Employer a list of names, of all workplace representatives authorized to represent employees covered by this collective agreement. The Association shall advise the Employer in writing of any changes to the identity of the workplace representatives.

### ARTICLE 10 – STATEMENT OF INFORMATION / DUTIES TO EMPLOYEES

- 10.5 (NEW)** AMAPCEO may request a list of positions covered by this agreement by classification and the Employer shall provide the list within ten (10) working days.

## ARTICLE 18 - RECRUITMENT

- 18.3.1 An **employee** applicant who is invited to attend an interview shall be granted time off with no loss of pay and with no loss of credits to attend the interview. Employees shall be reimbursed for travel expenses associated with attending the interview.

## ARTICLE 24 – LEAVES OF ABSENCE WITH EMPLOYMENT INSURANCE TOP-UP

~~24.12 The following applies for any pregnancy leave which begins before March 17, 2023. 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 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; 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 they 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 24.6 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 they been at work during the leave of absence as they are, or would have been, implemented.~~

~~24.14 The following applies for any parental leave which begins before March 17, 2023. 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 they 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 they been at work during the leave of absence as they are, or would have been, implemented.

## ARTICLE 28 – ALTERNATIVE WORK ARRANGEMENTS

**28.6 (NEW)** AWAs may include but are not limited to: working away from the employer's offices ("working remotely or "remote work"), compressed work week ("CWW"), flexible hours with fluctuating start and end times ("flex hours").

## ARTICLE 30 - VACATION

30.6 Any unused vacation credits as at the end of December of each year, up to a maximum of ~~ten (10)~~ **twelve (12)** days, will be carried over to the next vacation year. Any vacation credits as at the end of December of each year that exceed ~~ten (10)~~ **twelve (12)** days will be forfeited. Under exceptional circumstances, more than ~~ten (10)~~ **twelve (12)** days may be carried over with the permission of the Employer.

## ARTICLE 31 - BENEFIT PLAN FOR EMPLOYEES

*The following represents changes to Article 31 and the benefits chart formerly in Appendix A. The chart has been moved to Article 31 with legacy references excluded and changes outlined herein.*

31.1 ——— "Benefit Plans" means the ~~benefits currently provided under the Ontario Public Service, Management and Excluded Benefit Plan (Group plan numbers 158177, 158178, and 158641) (hereinafter referred to as "the Benefit Plans");~~ or any successor Plans. ~~Benefits administered through the insurance carrier are summarized in the Employer's benefits booklet, which is appended to this Agreement as Appendix 'A', include the Basic Life Insurance Plan, the Supplementary & Dependent Life Insurance Plan, the Supplementary Health~~

and Hospital Insurance Plan, the Vision Care and Hearing Aid Plan, the Dental Plan, and the Long Term Income Protection Plan. The Short Term Sickness Plan is administered by the Employer in Article 36 of this agreement. The benefits provided under the Benefit Plans shall be provided to all employees, provided that these employees are eligible for benefits under the relevant benefit plan.

Where the employer has a need to change carriers it may do so unilaterally provided that a change in carrier does not result in any change to the benefits. Any changes will be communicated to the effected employees and AMAPCEO as per Article 12 (Labour Relations Committee).

31.1 “Benefit Plans” means the benefits currently provided under Canada Life Group plan numbers 158177 (Basic Life, LTD, Drugs, Health, Dental), 158178 (Child Basic Life, Supplemental Life), and 158641 (Spousal Optional Life) in effect as of March 31, 2025) (hereinafter referred to as “the Benefit Plans”), or any successor Plans. **Any changes to the benefits or the terms or conditions of these plans must be mutually agreed to by the Parties. For clarity, changes to premium rates are not required to be agreed to by the Parties.**

31.1.1 **The Parties agree that in event of a conflict between a benefit described in the Benefit Plan text and the Collective Agreement, the Collective Agreement shall prevail. Any alleged conflict in benefit entitlements shall be resolved through the dispute resolution procedure set out in this Agreement. The benefit in question shall remain unchanged until the matter is resolved under that procedure. For clarity, all changes to employee benefit entitlements included in the 2025-28 Collective Agreement shall take effect on the date of ratification of the Collective Agreement by the Parties. No retroactive adjustments or reimbursements shall be made regarding any alleged conflict between the Benefit Plan Text and Collective Agreement prior to the date of ratification.**

31.1.2 The benefits provided under the Benefit Plans shall be provided to all employees, provided that these employees are eligible for benefits under the relevant benefit plan. **Benefits administered through the insurance carrier include the following:** are summarized in the Employer's benefits booklet, which is appended to this Agreement as Appendix 'A', include the Basic Life Insurance Plan, the Supplementary & Dependent Life Insurance Plan, the Supplementary Health and Hospital Insurance Plan, the Vision Care and Hearing Aid Plan, the Dental Plan, and the Long Term Income Protection Plan.  
:

BENEFIT DESCRIPTION	COVERAGE SUMMARY
<p><b>BASIC LIFE INSURANCE</b> Employer pays 100% of premium</p>	<p>Coverage equal to 100% of annual salary or \$10,000 whichever is greater</p>
<p><b>SUPPLEMENTARY LIFE</b> (optional)  Employee pays 100% of premium</p>	<p>Coverage equal to 1, 2 or 3 times annual salary</p> <ul style="list-style-type: none"> <li>Evidence of Insurability is required for applications received later than 31 days following initial appointment, marriage, or the birth or adoption of a child</li> </ul>
<p><b>DEPENDENT LIFE</b> (optional)  Employee pays 100% of premium</p>	<p>Coverage from \$10,000 up to a max of \$200,000 on spouse; AND/OR Coverage of \$1,000, \$5,000, \$7,500 or \$10,000 on dependent children</p> <ul style="list-style-type: none"> <li>Spousal applications may require Evidence of Insurability depending on coverage requested and/or date received following initial appointment, marriage, or the birth or adoption of a child</li> </ul>
<p><b>SUPPLEMENTARY HEALTH &amp; HOSPITAL</b>  Note: excludes coverage for expenses incurred outside Canada  Employer pays 100% of premium</p>	<ul style="list-style-type: none"> <li>Semi-private or private room – to a maximum of \$130/day</li> <li>90% reimbursement for prescribed drugs and medicines that legally require a prescription (no “over the counter” drugs except prescribed life-sustaining drugs/medicine)</li> <li><b>Synvisc devices and diabetic supplies shall be reimbursed at 100%.</b></li> <li>Generic substitution based on the lowest-priced generic equivalent. If no generic equivalent exists for a covered drug reimbursement will be based on the brand name cost</li> <li>Orthopaedic Shoes: 75% of cost, one pair or one repair per calendar year up to \$500</li> <li>Orthotics: 100% of cost, one pair or one repair per calendar year up to \$500</li> <li>Insulin Injection Supplies</li> <li>100% of the cost of insulin syringes, clinitest or similar home chemical testing supplies for diabetics and supplies, including strips, used to measure blood sugar (insulin is covered at 90% as a prescribed drug)</li> <li>Diabetic Supplies: Blood Glucose Machines \$400 every 4 years.</li> <li>Insulin Infusion Pumps 1 every 5 years/max \$2,000, Insulin Jet Injectors \$1,000 lifetime</li> </ul>

**For Part Time Employees, the employer pays 40, 50, 60, 70 or 80 per cent of the premiums, whichever percentage is closest to the relation that the employee’s regularly scheduled hours of work bear to full employment and the employee shall pay the balance of the premium through payroll deduction**

**BENEFIT DESCRIPTION****COVERAGE SUMMARY****SUPPLEMENTARY HEALTH &  
HOSPITAL  
(continued...)**

Paramedical services:  
The Plan will cover for services provided by each of the following paramedical specialists, who are licensed and are practicing with the scope of their licence:

- ~~Effective April 1, 2024,~~ Chiropractor, Osteopath, Chiropodist/Podiatrist combined, Naturopath, Acupuncturist, and Speech Therapist at \$35/visit (annual max \$1,200 per person for each practitioner) ~~payable once annual OHIP maximums, if applicable, have been reached:~~
- ~~Effective April 1, 2024,~~ Registered Massage Therapist and Physiotherapist at \$100/visit (annual max \$1,200 per person for each practitioner) payable once annual OHIP maximums, if applicable, have been reached
- ~~Effective April 1, 2024,~~ Psychologist (also applies to equivalent services of a Social Worker with MSW credentials, psychotherapist) at \$60/half hour (annual max \$1,400 per person)

BENEFIT DESCRIPTION	MANAGEMENT & EXCLUDED COVERAGE SUMMARY
<p><b>VISION CARE &amp; HEARING AID PLAN</b> (optional)</p> <p>Employer pays 100% of the premium</p> <p>Deductible: \$10 single and \$20 family</p> <p>For Part Time Employees, the employer pays 40, 50, 60, 70 or 80 per cent of the premiums, whichever percentage is closest to the relation that the employee's regularly scheduled hours of work bear to full employment and the employee shall pay the balance of the premium through payroll deduction</p>	<p>Vision Care: \$340 every 24 months from the date the expense was incurred. Covered services include one (1) routine eye exam (including refractions), spectacle lenses and frames or contact lenses.</p> <p>Hearing Aids (purchase or repair): \$2500 per person every 5 years from the date the expense was incurred.</p> <p>Deductible: \$10 single and \$20 family</p> <p>Premiums:</p> <ul style="list-style-type: none"> <li>• Vision Care: employer pays 80%, employee pays 20%</li> <li>• Hearing Aids: employer pays 60%, employee pays 40%</li> </ul>
<p><b>DENTAL</b> Employer pays 100% of premium</p> <p>For Part Time Employees, the employer pays 40, 50, 60, 70 or 80 per cent of the premiums, whichever percentage is closest to the relation that the employee's regularly scheduled hours of work bear to full employment and the employee shall pay the balance of the premium through payroll deduction</p>	<p>a) Basic Dental Care – reimbursed at 85% of eligible cost – includes</p> <ul style="list-style-type: none"> <li>• Dental Recall – every 9 months (6 months for children age 12 and under)</li> <li>• Pit &amp; Fissure for eligible dependent children age 6-18</li> </ul> <p>b) Denture Treatment – reimbursed at 50% to \$3,000 lifetime</p> <ul style="list-style-type: none"> <li>• complete and partial dentures: (replacements once every 3 years)</li> </ul> <p>c) Orthodontics: reimbursed at 50% to \$3,000 lifetime for each dependent children age 6-18 years only</p> <p>d) Major restorative: 50% to \$23,000/year</p> <ul style="list-style-type: none"> <li>• includes crowns and bridges \$2000 per member and per eligible dependent per calendar year once every 5 years</li> </ul>
<p><b>LONG TERM INCOME PROTECTION</b> Premium:</p> <ul style="list-style-type: none"> <li>- Employer pays 85%</li> <li>- Employee pays 15%</li> </ul>	<p>Entitlement for eligible employees:</p> <ul style="list-style-type: none"> <li>• Benefits equal to 66 and 2/3 % of gross salary at date of disability</li> <li>• Annual COLA indexation up to 2% based on the average annual CPI increase for Ontario</li> </ul>

**Submitting claims:**

Claims will not be honoured if received later than the end of the calendar year following the year in which the expense was incurred. If your coverage ends due to termination of employment, transfer to another employee group, retirement or death, claims must be submitted within 90 days of date coverage ends.

~~This chart provides general information concerning benefit plans but it is not a legal document nor does it form a contract. For definitive information, refer to the directive indicated above, or contact the insurance carrier. If there is any discrepancy between the information contained in this chart and the group insurance benefit plans, the insurance carrier shall follow the Benefit plans in deciding claims.~~

31.1.3 The Short Term Sickness Plan is administered by the Employer in Article 36 of this agreement.

31.1.4 Where the employer has a need to change carriers it may do so unilaterally provided that a change in carrier does not result in any change to the benefits. Any changes will be communicated to the effected employees and AMAPCEO as per Article 12 (Labour Relations Committee).

**ARTICLE 38 – WEEKLY OVERTIME FOR EMPLOYEES**

~~38.7.1 An employee shall plan their monthly work schedule in advance of the month and submit such plan to the Employer for approval no later than five (5) business days prior to the 1st of the month being planned. Once approved, the employee shall not deviate from the monthly schedule without prior authorization. If a deviation is anticipated, the employee shall promptly resubmit the monthly schedule with the proposed deviation to the Employer for approval.~~

~~38.7.2 In preparing a monthly schedule, the employee shall, in so far as is practicable, flex their hours of work in order to avoid overtime and to reduce the total banked hours accrued. Where this is not possible, and the employer has pre-authorized overtime with written approval additional lieu time or compensation may apply. To the extent possible, the employee shall plan to use their banked time in the monthly schedule in which the time is accrued.~~

**ARTICLE 39 – WAGES**

Across The Board (ATB):

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. Across the board increases are as follows:

**Effective April 1, 2025, all salary rates in effect on March 31, 2025 will be revised to provide for an increase of 2.75% across the board.**

Effective April 1, 2026, all salary rates in effect on March 31, 2026 will be revised to provide for an increase of 2.25% across the board.

Effective April 1, 2027, all salary rates in effect on March 31, 2027 will be revised to provide for an increase of 2% across the board.

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

#### ARTICLE 40 – TERM AND RENEWAL

40.1 The term of this agreement shall be effective from April 1, ~~2022~~ 2025 until March 31, ~~2025~~ 2028.

#### JEDIAC LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING REGARDING JOINT EQUITY, DIVERSITY,  
INCLUSION AND ANTI-RACISM COMMITTEE

*\*Maintain all language except for:*

~~“This letter shall expire on March 31, 2026~~ upon expiry of the Collective Agreement.”

#### AWA LETTER OF UNDERSTANDING

##### ***Remove AWA Letter of Understanding***

LETTER OF UNDERSTANDING REGARDING ALTERNATIVE WORK  
ARRANGEMENTS

~~For the term of this agreement OAC shall:~~

~~1. — Allow both Monday and Friday to be days at the telework place and no bargaining until member will be denied those as their days at the telework place.~~

~~2. — Not increase the number of mandatory days at the designated workplace beyond three (3).~~

~~For purposes of this letter, the following definitions apply:~~

~~“Telework place” is the alternative location where the employee is permitted to carry out work otherwise performed at or from the designated workplace.~~

~~“Designated workplace” is the OAC’s business address where the employee would work if there was no alternate work arrangement (currently 121 Bloor Street East).~~

~~For clarity, this letter applies in addition to Article 28 – Alternative Work Arrangements, and does not replace it.~~

## **APPLICATION OF COLLECTIVE AGREEMENT LETTER OF UNDERSTANDING**

### ***Remove Application of Collective Agreement Letter of Understanding***

#### ~~LETTER OF UNDERSTANDING REGARDING THE APPLICATION OF THE COLLECTIVE AGREEMENT~~

~~It is understood and agreed that where an employee covered by this Agreement can demonstrate through documentation that s/he has been receiving a benefit authorized by the Employer such as vacation entitlement that exceeds the same benefit provided in this Agreement, the Employer will not reduce such benefit by application of the Agreement.~~

## **GENDER NEUTRAL LETTER OF UNDERSTANDING**

### ***Remove Gender Neutral Letter of Understanding***

#### ~~LETTER OF UNDERSTANDING REGARDING GENDER NEUTRAL COLLECTIVE AGREEMENT~~

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

## **APPENDIX A**

### ***Remove Appendix A, relevant material now represented in Article 31***