

## MEMORANDUM OF SETTLEMENT

**B E T W E E N:**

**ONTARIO AGENCY FOR HEALTH PROTECTION AND PROMOTION (“PUBLIC HEALTH ONTARIO”)**

**(the “Employer”)**

- and -

**ASSOCIATION OF MANAGEMENT AND PROFESSIONAL CROWN EMPLOYEES OF ONTARIO**

**(the “Association”)**

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

1. The undersigned representatives of the parties hereby agree to unanimously recommend the following settlement of a renewal collective agreement to their respective principals for ratification.
2. The collective agreement shall include terms of the previous collective agreement, unless modified by the agreed items in Appendix A. The collective agreement will be appropriately renumbered and cross-referenced.
3. All proposals not included in Appendix A are deemed withdrawn on a without prejudice basis.
4. The parties made changes to reflect recent amendments to the Employment Standards Act, 2000 (ESA). In so doing, the Association acknowledges that FXT 3.1 (a) represents a greater right of benefit pursuant to the ESA. The Association further acknowledges that EF 7.1(a) represents a greater right or benefit pursuant to the ESA.
5. The parties have also sought to make housekeeping changes to the Pregnancy and Parental Leave provisions of Article 23 and the Fixed Term Contract provisions of the collective agreement. These changes are noted in track-change as set out in Appendix A. It is understood that the parties' intention was to amend the collective agreement language to reflect the most recent changes to the ESA. To that end, they will review these changes together following ratification to confirm that they accurately reflect the amended ESA. It is understood that this housekeeping work will be done alongside updating the amended collective agreement.
6. The Parties agree that term of this agreement shall be from April 1, 2018 to March 31, 2022.

7. Both parties agree to complete the ratification process within 30 days.
8. The Employer will make any retroactive payments no later four pay periods from the date of ratification by both parties

Dated this 30 day of April, 201~~9~~<sup>8</sup> at Toronto, Ontario

FOR THE EMPLOYER

FOR THE UNION

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## **Article 40 – Salary and Salary Schedules**

Article 40 to be revised as below. All employees employed on the dates below will have their rate of pay adjusted as below.

Retroactive pay will be paid to all current and former employees within 4 pay periods of ratification.

### **ARTICLE 40 – SALARY**

40.1 Effective October 1, 2017, all salary rates in effect on March 31, 2018 will be revised to provide for an increase of 1.5% across the board.

40.2 Effective April 1, 2019, all salary rates in effect on March 31, 2019 will be revised to provide for an increase of 1.0% across the board.

40.3 Effective October 1, 2019, all salary rates in effect on September 30, 2019 will be revised to provide for an increase of 1.0% across the board.

40.4 Effective April 1, 2020, all salary rates in effect on March 31, 2020 will be revised to provide for an increase of 1.0% across the board.

40.5 Effective October 1, 2020, all salary rates in effect on September 30, 2020 will be revised to provide for an increase of 1.0% across the board.

40.6 Effective April 1, 2021, all salary rates in effect on March 31, 2021 will be revised to provide for an increase of 1.0% across the board.

40.7 Effective October 1, 2021, all salary rates in effect on September 30, 2021 will be revised to provide for an increase of 1.0% across the board.

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

### **Term – Article 47**

April 1, 2018 to March 31, 2022.

### **Red-circle Lump Sum Payment – April 11, 2018**

Following the implementation of the October 1, 2017 1.5% ATB, any **active** red-circled AMAPCEO represented employees shall be awarded a 1.5% non-pensionable lump sum payment.

Further, following implementation of the April 1, 2019 1.0% ATB, any **active** red-circled AMAPCEO represented employees who continue to be red-circled as of that date shall be awarded a 1.0% non-pensionable lump sum payment.

Lump sum payments will be pro-rated for employees whose regular work schedule is less than full-time.

## **FXT Employees**

### Benefits Election

FXT 3.1 (a) The Parties agree that **full-time** fixed-term employees will receive fourteen and 16/100 percent (14.16%) in lieu of Holidays, Vacation and Benefits, inclusive, for all regular straight time hours paid. For FXT employees enrolled in a pension plan, the percentage in lieu of holidays and benefits shall be ten percent (10%).

(b) The Parties agree that that **part-time** fixed-term employees will receive fourteen and 16/100 percent (14.16%) in lieu of Holidays, Vacation and Benefits, inclusive, for all regular straight time hours paid. For FXT employees enrolled in a pension plan, the percentage in lieu of holidays and benefits shall be ten percent (10%). **Part-time employees will be entitled to statutory holiday pay in accordance with the Employment Standards Act, 2000.**

FXT 3.2 Each newly hired full time fixed term employee who has been hired on an initial contract **of 9 months or greater** will have a right to elect to receive 10% pay in lieu of benefits, or to receive the holiday, vacation and other benefit entitlements of regular employees.

The election will be made at the time of the acceptance of the offer of employment.

This benefit election will carry over to any subsequent contracts where the break between contracts is less than 13 weeks.

FXT 3.3 In the event that a fixed term employee was initially hired on a contract of **less than 9 months** and did not have an election at the

point of hire, such an employee will have the right to elect for the benefits when they exceed 9 months of seniority/continuous service as defined in Article 15.

This election will be offered and made at the time of the offer and acceptance of any contract or contract extension after the 9 month mark.

**This benefit election will carry over to any subsequent contracts where the break between contracts is less than 13 weeks.**

FXT 3.4 When a fixed term employee elects to receive the benefit entitlements of regular employees, Articles 28, 29, 30, 31, 32, 33, will apply to that employee, and the employee will not receive the 10% in lieu of benefits as per FXT 3.1.

The pay in lieu of benefits for employees who choose to enrol in the pension plan is separate from the election concerning the 10% pay in lieu of benefits

For clarity, the pay in lieu for FXT employees is as follows

14.16% – employee not participating in either of the benefits election and the pension plan

4.16% – employee participating in the benefits election, but not the pension plan.

10% – employee participating in the pension plan, but not the benefits election.

0% – employee participating in both the benefits election and the pension plan.

## **Transitional LOU**

Any fixed term employees employed by the employer at the time of ratification of the collective agreement who would have already fulfilled the criteria under FXT 3.2 or 3.3 either at the initial point of hire or thereafter will be given a one time election window that will open 30 days after ratification and closing 60 days after ratification. When an employee elects to convert to benefit entitlements as per FXT 10, the election will take place no later than the first day of the second month following the election. If an election is not made, the employee will be deemed to have elected to continue to receive the pay in lieu.

Any fixed term employee employed by the employer at the time of ratification who has not yet fulfilled the criteria under FXT 3.2 or FXT 3.3 will be given the benefits election when they become eligible in accordance with FXT 3.3.

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## PT PERMANENT PART TIME EMPLOYEES

PT.4 The Parties agree that **part-time** employees will receive fourteen and 16/100 percent (14.16%) in lieu of ~~Holidays~~, Vacation and Benefits, inclusive, for all regular straight time hours paid. For FXT employees enrolled in a pension plan, the percentage in lieu of holidays and benefits shall be ten percent (10%). **Part-time employees will be entitled to statutory holiday pay in accordance with the Employment Standards Act, 2000.**



## EXTERNALLY FUNDED EMPLOYEES

- EF 7.1 (a) The Parties agree that **full-time** externally funded employees will receive fourteen and 16/100 percent (14.16%) in lieu of Holidays, Vacation and Benefits, inclusive, for all regular straight time hours paid. For FXT employees enrolled in a pension plan, the percentage in lieu of holidays and benefits shall be ten percent (10%).
- (b) The Parties agree that part-time externally funded employees will receive fourteen and 16/100 percent (14.16%) in lieu of ~~Holidays~~, Vacation and Benefits, inclusive, for all regular straight time hours paid. For FXT employees enrolled in a pension plan, the percentage in lieu of holidays and benefits shall be ten percent (10%). **Part-time employees will be entitled to statutory holiday pay in accordance with the Employment Standards Act, 2000.**

**Overtime Proposals – Amended April 4, 2018 based on ESA changes  
(including Section 21)**

**Article 42.7– Minimum Pay for being on call**

Where an employee is required to be on call (whether carrying a duty phone or any other requirement to be available) the employee shall receive one dollar (\$1.00) for all hours that the employee is on call. Where an employee is required to perform work, the call back or overtime provisions shall be substituted for the hours. The on-call pay shall be paid out at the next payroll period.

On call employees who are called back to perform work either by telephone or by a physical return to work shall be compensated as follows

- a) The employee will be paid for a minimum of 3 hours worked if the telephone callback or physical return to work was less than 3 hours. If the telephone callback or physical return to work exceeds 3 hours, they will be paid for the hours worked. The amount will be paid out in the next payroll period.
- b) The hourly rate used for this pay will be paid out at straight time rates unless the premium time rates set by Articles 42.2 (day off) or Article 44 (hours exceeding 44 hours per week) are triggered in which case the pay out will be at the premium time rate.
- c) **It is understood that there shall be no pyramiding of entitlements. Accordingly, all activity that occurs within any three hour block shall constitute one call out. For example, an employee who receives four calls spanning the three hour period commencing with the first telephone callback is only entitled to three hours pay unless the last of the phone calls crosses into the fourth hour.**

Pregnancy and Parental Leave – April 16, 2018

Proposed Letter of Understanding re: Pregnancy and Parental Leave..

ESA changes to be done as housekeeping. Any dispute regarding housekeeping shall be referred back to the parties.

**New Letter of Understanding -**

**Letter of Understanding re: Pregnancy and Parental Leaves**

**Recent amendments to the Employment Insurance Act, resulted in changes to the EI provisions related to Pregnancy and Parental leave. In order to ensure the consistent application of these provisions, any agreement reached between the Crown and AMAPCEO, as it applies to the parties' language in Article 24 in the OPS CA on EI (Article 23 in the PHO CA) , shall also be applied to this agreement. The parties reserve the right to rely upon the totality of any pregnancy and parental leave agreement reached between the Crown and AMAPCEO in advancing its position(s) at interest arbitration but it is understood that this "re-opener" is limited in its scope to the issue of pregnancy and parental leave and any other matters agreed to as part of the revised pregnancy and parental leave OPS AMAPCEO agreement. If the parties cannot agree on the application of these changes to the PHO agreement, they will be determined by binding arbitration (in accordance with HLDAA). Nothing herein shall prohibit the parties from agreeing to language prior to the conclusion of any negotiations as between the Crown and AMAPCEO.**

**Dated 23rd of April, 2018**

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**For the Employer**

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**For the Union**

**Article 22 – Leaves of absence**

**1. Current Clause**

**(g) Emergency Leave**

22.7.1 An eligible employee is entitled to leaves of absence without pay in accordance with the Emergency Leave provisions of the Employment Standards Act and Regulations, as amended.

**Proposed Clause**

**Delete and replace with:**

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.

**2. Current Clause**

**(h) Family Medical Leave**

22.8.1 An employee is entitled to leaves of absence without pay in accordance with the Family Medical Leave provisions of the Employment Standards Act and Regulations, as amended.

**Proposed Clause**

**Employment Standard Leaves**

**Delete and replace with:**

22.8.1 The employee is entitled to leaves of absence in accordance with the Employment Standards Act and Regulations, as amended.

**FXT.4 Pregnancy and Parental Leave**

FXT.4.1 Pregnancy and parental leaves will be granted to employees under the terms of the *Employment Standards Act, 2000*, or its replacement legislation. Pregnancy leave shall be granted for up to seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date.

FXT.4.2 Parental leaves shall be granted for up to sixty-one ~~thirty-five~~ (61~~35~~) weeks for biological mothers parents who also took pregnancy leave and up to sixty-three ~~thirty-seven~~ (63~~237~~) weeks for parents who were not eligible for pregnancy leave ~~for biological fathers and adoptive~~ parents.

## **ARTICLE 23 – PREGNANCY LEAVE, PARENTAL LEAVE AND EMPLOYMENT INSURANCE TOP-UP**

1. 23.1 In this Article, "last day at work", in respect of an employee on a leave of absence referred to in Article 23 means the last day the employee was at work before the leave of absence.

"parent" includes an employee with whom a child is placed for adoption and an employee who is in a relationship of some permanence with a parent of a child and who intends to treat the child as ~~his or her~~the employee's own.

"parental leave" means a leave of absence under Article 23.7.

"pregnancy leave" means a leave of absence under Article 23.2.

"weekly pay", in respect of an employee on a leave of absence referred to in Article 23 means weekly pay at the rate actually received by the employee on the last day of work and also includes any salary increase that is granted after the last day of work to take effect retroactively on or before the last day of work.

### **Pregnancy Leave:**

The Employer shall grant a leave of absence without pay in accordance with Part XIV of the *Employment Standards Act, 2000*, to an employee who is pregnant and who started her service with the employer at least thirteen (13) weeks before the expected birth date.

An employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

- 23.2 The pregnancy leave of an employee who is entitled to take parental leave ends seventeen (17) weeks after the pregnancy leave began.
- 23.3 The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is twelve six (126) weeks after the birth, still-birth or miscarriage of the child.
- 23.4 An employee who has given notice to end pregnancy leave may change the notice:
- (a) to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date: or
  - (a) to a later date if the employee gives the Employer at least four (4) weeks-written notice before the date the leave was to end.

**Parental Leave:**

The Employer shall grant a leave of absence without pay in accordance with Part XIV of the *Employment Standards Act, 2000*, to an employee who has at least thirteen (13) weeks service with the employer and who is the parent of a child.

23.5 Parental leave may begin,

- (a) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and,

- (b) no later than ~~seventy-eight~~ ~~fifty-two~~ (~~7852~~) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.

23.6 The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

23.7 Parental leave ends ~~sixty-one~~ ~~thirty-five~~ (~~6135~~) weeks after it began for an employee who takes pregnancy leave and ~~sixty-three~~ ~~thirty-seven~~ (~~6337~~) weeks after it began for an employee who did not take pregnancy leave. An Employee who has given notice to end parental leave may change the notice;

- (a) to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date; or

- (b) to a later date if the employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.

### **23.08 Employment Insurance Top-up:**

An employee who is entitled to pregnancy and/or parental leave and who provides the Employer with proof that ~~he or she~~ the employee is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act* (Canada) shall be paid an allowance in accordance with the Supplementary Benefit Plan.

23.09 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, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification and shall also include any increases in salary that she would have attained had she 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 her classification and shall also include any increases in salary that she would have attained had she 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 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 her classification, and shall also include any increases in salary that she would have attained had she been at work during the leave of absence as they are, or would have been, implemented.

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

23.11 Payments under the Supplementary Employment Benefit Plan will not apply to leave that continues after seventy-eight (~~fifty-two (7852)~~) weeks following the day the child is born or comes into the custody, care and control of the parent for the first time, where Employment Insurance benefits do not apply. Notwithstanding any other article in this agreement, vacation credits and seniority continue to accrue during pregnancy leave (Article 23.2) parental leave (**Article 23.57**) and extended leaves (Article

23.1417 and 23.1619). Continuous service for severance accrues during pregnancy and parental leave except during the last six (6) weeks of unpaid leave following parental leave for a parent who was not eligible for pregnancy leave.~~biological father or adoptive parent.~~

### **23.12 Benefit Plans:**

During pregnancy leave, parental leave and extended leave, an employee who participates in the Benefit Plans referred to in Articles 30 to 34 shall continue that participation unless ~~he or she~~the employee elects in writing not to do so.

- (a) Where an employee elects to continue to make ~~his or her~~the employee's pension contributions under existing practice, pensionable service shall also accrue and the Employer shall continue to make its contributions.
- (b) Extended leave is only covered by this Article if the purpose of the extension is directly related to parental leave taken by a parent— who was not eligible for pregnancy leave.~~biological father or adoptive parent.~~

23.13 Unless an employee gives the Employer written notice referred to in Article ~~23.12~~23.145, the Employer shall continue to pay the premiums for the Benefit Plans in Articles 30 to 34 that the Employer was paying immediately before the employee's pregnancy leave, parental leave and extended leave and the employee shall continue to pay the premiums for the group insurance coverages that the employee was paying immediately before the pregnancy leave or parental leave.

### **23.14 Pregnancy plus Parental Leave:**

An employee on pregnancy leave is entitled to a parental leave of absence of up to ~~sixty-one~~ ~~thirty-five~~ (61) ~~(61)~~ (35) weeks.

23.15 Parental Leave for an employee who also took pregnancy leave shall commence immediately following the expiry of the pregnancy leave

**23.16 Extension of Parental Leave:**

Except for an employee to whom Article ~~23.14~~23.14~~7~~ applies, an employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a consecutive leave of absence without pay and with accumulation of credits for not more than six (6) weeks.

23.17 An employee returning to work after pregnancy leave, parental leave or extended leave referred to in Articles ~~23.16~~23.16~~19~~ or ~~23.19~~23.19~~22~~ shall be reinstated to the position the employee most recently held with the Employer on a regular and not a temporary basis, if the position still exists, or to a comparable position, if it does not.

23.18 The Employer shall pay a reinstated person salary that is at least equal to the greater of;

(a) the salary the employee was most recently paid by the Employer; or

(b) the salary that the employee would be earning had the person worked throughout the leaves of absence referred to in Articles ~~23.2~~, ~~23.5~~23.5~~7~~, ~~23.17~~23.17~~49~~ or ~~23.19~~23.19~~22~~.

23.19 An employee who has worked less than thirteen (13) weeks with the employer and becomes the parent of a child shall be granted upon

request a leave of absence without pay and without accumulation of credits and service, under discretionary leave provisions of Article 22.2 (Leaves of Absence), for up to the following periods:

- (a) ~~seventy-eightfifty-two~~ **(7852)** weeks for an employee who would otherwise be eligible for pregnancy leave and parental leave under Articles 23.2 and 23.7; and,
- (b) ~~sixty-nineforty-three~~ **(6943)** weeks for an employee who would otherwise be eligible for parental leave and extended leave only, under Articles 23.57 and 23.1619.

If otherwise eligible, the employee is entitled to continue benefit coverage during the leave by paying both the employee's and the Employer's share of the premiums.

## **Special and Compassionate Leave – April 16, 2018**

22.3.1 The Employer may grant an employee a leave of absence with pay for not more than three (3) days in a year for special or compassionate purposes. It is understood and agreed that the denial of such leave shall not be the subject of a grievance.

**22.3.1.1 An employee shall be entitled to special leave of up to two (2) days per year to attend to unforeseen dependent and elder related care for the leave referenced in Article 22.3.1. For clarity, the parties agree this leave shall be granted so long as the employee has remaining special and compassionate leave under Article 22.3.1. The employee will attempt to give reasonable notice, where possible, in respect of any leave of absence under Article 23.3.1.1**

22.3.2 An employee shall be entitled to special leave, in accordance with the Employer's policy for the purpose of religious accommodation of up to 2 days per calendar year. For further clarity, the parties agree that under the Employer's policy, this leave shall be granted so long as the employee has remaining special and compassionate leave under Article 23.3.1, and the day requested qualifies as a religious holiday. The employee will attempt to give reasonable notice in respect of any leave of absence under Article 23.3. The parties agree that if the Employer's policy is modified or requires modification, an employee shall be entitled to the application of such modification.

## Article 17 – Temporary Assignments

17.7.1 Article 17 (Recruitment - Posting and Filling of Vacancies) shall only apply to temporary assignments where:

- (a) the term of the temporary assignment is greater than nine (9) months duration or **eighteen (18)** months duration in respect to temporary assignments replacing a pregnancy/parental leave and the requirements under Article 26 have been met, or the term of the temporary assignment is greater than nine (9) months duration or twelve (12) months duration in respect of vacancies caused as a direct result of secondment, long term illnesses or WSIB absences, and the requirements under Article 26 have been met; and
- (b) the specific dates of the term are established at least two (2) months in advance of the commencement of the temporary assignment,
- (c) where a vacancy arising from a pregnancy/parental leave has not been posted and exceeds (18) months, it must be posted at the conclusion of the 18 months, and may only be extended with mutual agreement between the Parties.

