

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 (monetary), and the agreed items in Appendix B (non-monetary). The collective agreement will be appropriately renumbered and cross-referenced.
3. All proposals not included in Appendix A or Appendix B are deemed withdrawn on a without prejudice basis.
4. No employee will have his or her current salary reduced as a result of the implementation of this agreement.
5. The Parties agree that term of this agreement shall be from April 1, 2015 to March 31, 2018.
6. Both parties agree to complete the ratification process within 60 days.
7. The Employer will make any retroactive payments no later than four pay periods from the date of ratification by both parties

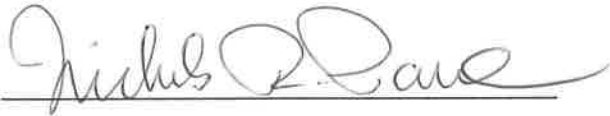
Dated this 30th day of May, 2017 at Toronto, Ontario

FOR THE EMPLOYER



Catherine Green

Gina Badiani



FOR THE UNION







APPENDIX A - Monetary

1. Salary increases as follows:

Effective April 1, 2015 – 1.4% general wage increase

Effective April 1, 2016 – 1.4% general wage increase

Effective April 1, 2017 – 1.4% general wage increase

The Parties agree that any employee who is active, retired, laid off or deceased as of the retroactive date of entitlement shall be eligible to receive such retroactive payments.

2. Amend Article 22.6.1 (bereavement leave) as follows:

Increase bereavement leave to 4 days for parent, spouse, child or spouse's child.

3. Amend Article 32 by adding a new (i) as follows:

32(i) private duty nursing, capped at \$75,000 every 3 calendar years

4. Termination Pay

Add the following to Letter of Understanding re Article 38 termination payments, as the 4th and 5th paragraphs:

Effective on ratification by both parties, the employer will pay to each employee entitled to Termination Payments the termination pay they have accrued (up to December 15, 2008 or July 1, 2011 (as applicable), less statutory and dues deductions, based on each employee's salary as of the date of ratification, such payment to be made within four pay periods of ratification.

Once such payments are made, there will be no further accrual of service in relation to any entitlement to termination pay, and no employee in the bargaining unit will be entitled to any further termination payment.

5. COC days

Compensation Option Credits – Conversion to Vacation

1. Effective January 1, 2018, Vacation (Article 29) to be amended to provide for an additional 6 days per year at each level of vacation entitlement
2. Effective January 1, 2018 Compensation Option Credit (Article 45) to be amended to provide no further accumulation of COC days.
3. Add new clause to Article 45 as follows

“Any compensation option credits accumulated by an employee will be used in their entirety by no later than January 1, 2024. Any compensation option credits remaining after January 1, 2024 will be forfeited.”

6. Externally funded employees

The following applies to externally funded employees as of the date of ratification:

1. Each employee will have a one time option to elect to continue to receive 10% pay in lieu of benefits under Article EF 7, or to replace pay in lieu of benefits with the holiday vacation and other benefit entitlements of regular employees.
2. This election must be made within 60 days of ratification.
3. Where an employee elects to convert to benefit entitlements of regular employees, Articles 28, 29, 30, 31, 32, 33, will apply to that employee. The employee will also continue to receive 4.16% in lieu of pension benefits, but only if that employee is not a member of the pension plan.
4. Where an employee elects to convert to benefit entitlements for regular employees, the election will take effect no later than the first day of the second month following the election.
5. If an election is not made within 30 days of ratification, the employee will be deemed to have elected to continue to receive 10% pay in lieu of benefits.

The following applies to externally funded employees hired on or after the date of ratification:

1. Each newly hired externally funded employee 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.

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

3. Where a newly hired externally funded 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% pay in lieu of benefits as per FXT 3.1.

4. The pay in lieu of benefits for employees who choose not to enrol in the pension plan is separate and apart from the election concerning the 10% pay in lieu of benefits.

Schedule B – Non-Monetary Items

1. Temporary Assignments

Current Clause

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 twelve (12) months to respect to temporary assignments replacing a pregnancy/parental leave, and the requirements under Article 26 have been met and....

Amend To read

(a) the term of the temporary assignment is twelve (12) months duration to respect temporary assignments replacing a pregnancy/parental leave, or for vacancies caused as a direct result of secondment, long term illnesses or WSIB absences, and the requirements under Article 26 have been met.....

2. Fixed Term Conversion Article - #2

Amend FXT article (changes are track changed) FXT 5, page 126. Changes are in red.

FXT.5 Filling of Positions with Fixed term contract employees

FXT.5.1 Where a temporary assignment was not posted, and an employee has continuously been in the position since the initial assignment, the assignment shall be posted and filled competitively within eighteen (18) months of the initial assignment, where the Employer determines that the work is continuing either on a temporary or permanent basis.

FXT.5.2 Subject to FXT 5.1, where the same work has been performed by a fixed term contract employee for a period of at least ~~twenty-four (24)~~ eighteen (18) months, (except for situations where the fixed term employee is replacing a permanent employee on a leave of absence authorized by the Employer or otherwise absent as provided for under the collective agreement), and where the Employer has determined that there is a continuing need for that work to be performed on a permanent basis, the Employer shall establish a permanent position within the Employer to perform that work.

FXT.5.3 Where the Employer has determined that it will convert a position in accordance with Article FXT 5.2 the status of the incumbent in the position will be converted from fixed term to permanent full time or part time, provided that the incumbent has been in the position in question for at least ~~twenty-four (24)~~ eighteen (18) months.

Also amend all other relevant sections of the agreement to accord with the above including the definitions section in Article 6

Fixed Term Contract Employees

Employees who are hired:

Pursuant to a fixed-term contract for a defined period of time for up to ~~twenty-four (24)~~ eighteen (18) months

3. Externally Funded Employees Conversion Article #3

Track changed from current article (EF3, page 118). Changes are in red.

EF 3. Conversion from Externally funded Employee to a Permanent Employee

EF 3.1 Where an externally funded employee has performed continuous service for the Employer for a period of at least ~~six (6)~~ four (4) years and where the Employer has determined that there is a continuing need for his or her employment or where there is a continuing need for the employee's work to be performed on a full-time or part-time basis, the externally funded employee will be converted to a full time or part time employee as defined in Article 6 (Employee Definitions), whichever is applicable.

4. Summer students

New Clause – Student Positions

Definition: A student is a fixed term employee occupying a “Student Position” hired during his or her regular school, college or university vacation period and who is enrolled in an undergraduate course of study on a full-time basis or in a Special Youth and/or Student Employment Program during his or her regular school, college or undergraduate university session or vacation period.

Vacation Period: A “regular vacation period” within the meaning of a student position means summer vacation, and inter-semester breaks. Absent the Association’s agreement, in no instance shall a student return for more than four (4) summer vacation period work terms and two inter-semester breaks.

Applicable Articles: Unless otherwise stipulated in this Agreement, only the following Articles shall apply to student employees as defined above:

Article 1 – Recognition

Article 2 – Non-Discrimination/Harassment

Article 3 – Management Rights

Article 4 - Information on New Positions

Article 5 – Statement of Information/Duties to Employees

Article 7 – Employee’s Right to Representation

Article 10 - Dues

Article 14 – Dispute Resolution Procedure (save and except Article 14.9)

Article 15 – Seniority

Article 20 – Personnel Records

Article 24 – Health and Safety

Article 38 – Meal Allowances

Article 39 – Kilometric Rates and Use of Private Vehicle

Article 42 – Hours of Work

Article 44 – Alternate Work Arrangements

Article 46 – Shift Premium

Article 47 – Term and Renewal

Unless otherwise provided for under this Article, terms and conditions of employment shall be in accordance with the *Employment Standards Act, 2000* and the *Workplace Safety and Insurance Act*. For clarity, where a terms of this Article is superior to the ESA, this Article will apply.

A Student may be terminated by the Employer at any time with a minimum two (2) weeks' notice, or pay in lieu thereof. It is understood that nothing set out above confers upon a Student any right to grieve or arbitrate his or her dismissal.

Wages: Students will be paid at the entry level 1 rate.

Restriction on Use of Students:

1. Individuals under the Student Program will not:

(a) Include the work of an AMAPCEO employee in the work unit who has received a notice of lay-off or an AMAPCEO position that has been abolished in a work unit within the preceding 24 months.

(b) Be in work units under pre-notice of layoff under Article 26. When a pre-notice occurs within the work unit, Students in the work unit will be reassigned.

(c) Substitute for the recruitment of an AMAPCEO position.

(d) Adversely affect promotional, training, developmental, direct assignment / recall opportunities of employees in the bargaining unit.

2. There shall be no more than 12 students employed at any one time

5. Classification disputes Arising from LOU re Classification Disputes

Background

In their last round of negotiations the parties signed a Letter of Understanding regarding classification disputes. Certain employees were provided with a one-time opportunity to appeal their placement in the wage groups established by the parties.

Following the conclusion of the last round of negotiations, several individuals filed appeals pursuant to the LOU noted above.

The LOU re Classification Disputes noted that any remaining disputes will first proceed to bargaining prior to being referred to binding arbitration.

The parties have agreed to establish a dispute resolution process. The purpose of this dispute resolution process is to create a means by which the parties have access to timely and effective dispute resolution regarding any classification appeals that the parties are unable to resolve through direct dialogue.

1. The DRP shall be a mediation/arbitration. Bill Kaplan shall be appointed as the mediator/arbitrator. The mediator/arbitrator shall have the powers as set out under the *Labour Relations Act*. The mediator/arbitrator does not have the jurisdiction to amend the Job Evaluation Plan.
2. If the parties agree that an initial briefing would benefit the DRP, the Mediator/Arbitrator will undergo an initial training session on the agreed-upon Job Evaluation Plan to be presented by the Employer and the Union jointly.
3. The mediator/arbitrator, in their deliberations, shall make their decisions having regard to and in accordance with the requirements of the ~~aforementioned~~ Letter of Understanding re Classification Disputes, the Job Evaluation Plan and the Collective Agreement.
4. The mediator/arbitrator will be provided with a DRP Manual which will be comprised of the following:
 - (a) The Job Evaluation Tool
 - (b) Any classifications and the respective scoring where AMAPCEO has not disputed the classification and scoring
 - (c) Collective Agreement
5. The parties shall share equally the fees and expenses of the Mediator/Arbitrator.
6. The parties shall provide their written submissions addressing:
 - (a) The proposed wage group placement

- (b) Position Description
- (c) The rationale for the placement of the job class including
 - (i) The score for each factor in dispute; and
 - (ii) The rationale for the scoring

7. The parties shall also include any documents upon which they intend to rely, to the other party in advance of the mediation/arbitration. The Union will provide its submissions 75 calendar days before the scheduled hearing date, the Employer will provide its response 30 days before the scheduled hearing date. AMAPCEO may reply within 15 days of receiving the employer's response. The written submissions of the parties will be provided to the mediator/arbitrator at least 15 days in advance of the hearing. The materials to be submitted may include, but are not limited to, witness will says, if any.

8. Examinations-in-chief will be replaced by a written statement from each witness, unless otherwise mutually agreed. Cross-examination and reply will only be allowed in exceptional circumstances to be determined in advance by the mediator/arbitrator.

9. No written submission, documentation or materials can be considered at the hearing that have not been provided by the parties in conformity with the process set out above, unless the mediator/arbitrator determines that the additional information is both necessary and relevant, and is satisfied that it is reasonable that the information could not reasonably have been disclosed in a timely way.

10. At the mediation/arbitration, each party will be given no more than 30 minutes to provide reply to the other party's response with the Arbitrator reserving the right to amend the length of time each party will be given to do so in the hearing. The Arbitrator shall strictly enforce these timelines.

11. Time limits provided for in this DRP may be varied or extended by specific written agreement of the parties in any particular proceeding or if so ordered by the Arbitrator.

12. The mediator/arbitrator shall have jurisdiction to determine the issues necessary to address the outstanding classification dispute referred to him or her, including all procedural issues to ensure a fair hearing.

13. The mediator/arbitrator appointed under this DRP shall issue a bottom-line written notice of his/her decision within twenty (20) working days of the hearing, with written reasons to follow if requested by either party.

14. The award of the Arbitrator shall be binding on the parties to this agreement and any employees involved.