Memorandum of Agreement (“MOA”)

Between

The Crown in Right of Ontario
As represented by The Treasury Board Secretariat
(“Employer”)

And

The Association of Management, Administrative and Professional Crown Employees of Ontario
(“AMAPCEO” or the “union”)

Herein after “the Parties”

Whereas the Grievance Settlement Board (GSB) released a decision on July 13, 2023 (the Decision) which upheld the union’s grievance that the National Day for Truth and Reconciliation (NDTR) ought to be recognized as a holiday under the collective agreement;

And whereas the Employer did not provide NDTR as a paid holiday on September 30, 2022;

And whereas the GSB released a subsequent Decision on February 26, 2025;

And whereas the parties are desirous of entering into an MOA on matters agreed to by the parties, and leaving matters related to employees who have become inactive in the OPS since September 30, 2022 but prior to this implementation for future discussions;

Now therefore, the Parties agree, on a without prejudice or precedent basis, with the following implementation terms for employees who are active as of the agreed date of implementation of this MOA and who were either at work on September 30 2022, were unpaid for the day or used a credit to cover pay for the day:

1) All full time fixed-term (FXT) employees as of September 30, 2022 who worked on September 30, 2022 shall have one (1) day of compensating time off (CTO) added to their NDTR holiday bank to be used at a time that is mutually agreeable to the employee and their manager (Article FXT3.1).

2) All employees who were in the regular service as of September 30, 2022 who worked on September 30, 2022 shall have one and one half days (1.5) of CTO added to their NDTR holiday bank to be used at a time that is mutually agreeable to the employee and their manager (Article 29.6).

3) For clarity, use of 1.0 CTO credit shall count as one (1) day for each full shift they are absent from work, regardless the number of hours they regularly work. For example, an employee who works on a Compressed Work Week Schedule (CWW) who would typically enter 1.08 vacation days in WIN, shall enter 1 day when using the NDTR credit. This will not result in a reduction in their biweekly pay.

4) Except as noted in paragraph three (3), employees who receive CTO credits under either paragraph one (1) or two (2) above shall be processed and used in accordance with the respective collective agreement provisions. For clarity, all entitlements shall be processed as CTO, which do not have an expiry date; however, they shall not be paid out.

5) Part-time and irregular fixed-term employees who were in receipt of pay-in-lieu of holidays (PIL) shall not be entitled to anything under paragraph one (1) or two (2).

6) Employees who were in the regular service as of September 30, 2022 and who worked excess hours as defined by Article 46.2.1(a) on September 30, 2022 shall have two (2) days of CTO added to their NDTR holiday bank to be used at a time that is mutually agreeable to the employee and their manager. For clarity, these 2 days are in place of the entitlements outlined under paragraph 2, above.

7) Accrued credits (e.g. vacation) used on September 30, 2022 shall be re-added to the appropriate banks of the impacted employee, as applicable. For clarity, this does not apply to Short-Term Sickness Plan (STSP) credits.

8) The Employer shall review employees who used Short-Term Sickness Plan (STSP) credits that were not at 100% of their compensation, and make appropriate adjustments where employees had an adverse impact to either their top-up credits or pay as a result of using the credit on September 30, 2022.

For example, on September 30, 2022 an employee used an STSP credit at 75% of their regular pay and used an accrued credit to top-up the difference in pay, the Employer shall reinstate the credit to the applicable bank. As a further example, on September 30, 2022 an employee used an STSP credit at 75% of their regular pay and did not top up with a credit, the Employer shall adjust the employee's pay to 100% of their regular pay for that day.

9) Employees who were on unpaid leaves, except those described in paragraph five (5), will be reimbursed for their regular pay for the day with retroactive pension plan adjustments and applicable deductions but shall have no further entitlement as described under paragraph one (1) or two (2).

10) This agreement applies to employees who were in the AMAPCEO bargaining unit on September 30, 2022 and continue to be employed in the OPS as of the date of implementation Should an employee transition from active to inactive status before implementation they shall be treated as an inactive. This agreement shall not prejudice either Party regarding the ongoing discussions of inactive employees.

11) The Employer shall inform the union of the implementation timelines within thirty (30) days of signing this agreement.

12) The Parties agree that this settlement constitutes the entire agreement between the Parties as it applies to the active employees referred to in this MOA and supersedes any and all prior oral or written agreements, arrangements or understandings between them on active employees. This agreement does not prejudice either Party regarding the ongoing discussions of inactive employees.

13) Notwithstanding the above, the union may present proposals regarding the treatment of active employees who were on special and compassionate leave, bereavement leave or religious leave on September 30, 2022. Should the union and the Employer not be able to reach agreement on proposals for the treatment of active employees who were on special and compassionate leave, bereavement leave or religious leave, either party may refer any outstanding issues to Arbitrator Albertyn.

14) Should there be a disagreement over the execution of this agreement, Arbitrator Albertyn remains seized, however, should individual grievances arise, they shall follow the typical grievance procedure under the collective agreement.

15) The Parties agree to these terms as full and final settlement of any and all matters in dispute with respect to active employees and without prejudice and without precedent to this or any other matter. The parties also agree that these terms do not settle the matters related to employees who have become inactive in the OPS since September 30, 2022, but prior to this implementation.

Signed in Toronto this 9th day of October 2025

For the Union:

For the Employer: