

MEMORANDUM OF AGREEMENT

Between

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

and

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

WHEREAS the parties have a joint interest in minimizing the impacts to AMAPCEO-represented employees during organizational transformation in the Ontario Public Service;

AND WHEREAS it is in the interests of both parties for opportunities across the OPS to be created for the purposes of reskilling of employees since this leads to increased job security as well as expanded opportunities for reassignment within the OPS and job retention;

AND WHEREAS the parties recognize that, in the reskilling, retraining and reassignment of employees, employees who face job loss due to organizational transformation shall be given priority over employees who do not;

AND WHEREAS the parties have a mutual interest to work cooperatively to develop a process that supports reskilling and increased internal mobility within and across ministries without triggering job security provisions for AMAPCEO-represented employees;

AND WHEREAS this agreement is intended to complement existing provisions under the current AMAPCEO Collective Agreement;

NOW THEREFORE the parties agree to the following effective July 13, 2020:

1. The parties agree to establish a Joint Transition & Reskilling Committee (“the Committee”) that shall operate as a sub-committee of the AMAPCEO Central Employee Relations Committee (“ACERC”). When an organizational transformation takes place that will impact AMAPCEO-represented employees, the Committee shall be responsible for reviewing the following information provided by the Employer:

- a) A list of AMAPCEO-represented employees impacted by organizational transformation ("referred to as employees");
 - b) The AMAPCEO-represented positions throughout the OPS that are available and suitable for these employees to be considered for;
 - c) The current skills of the employees and requirements for further skill development; and
 - d) Any proposed training activity, if required, that will support the reskilling of employees who will be impacted.
2. Following this review, the Committee shall oversee reassignment and transition of employees to other AMAPCEO-represented positions throughout the organization without triggering job security provisions for those employees who elect such assignment. This includes assigning employees to meet the needs of short-term project-based initiatives and developmental opportunities.
3. The parties recognize that AMAPCEO-represented employees have entitlements to job security provisions as set out in the AMAPCEO Collective Agreement but that the parties may mutually agree to vary these provisions where it meets the mutual interests of the parties.
4. The Committee shall consist of four (4) representatives each of the Employer and of AMAPCEO. The Committee will consult with and engage subject-matter expertise as it sees fit, which may include representatives from the applicable AMAPCEO Ministry Employee Relations Committee (AMERC). Each party will notify the other, in advance, of the representatives that will attend the committee meetings.
5. After the initial six (6) month period, the parties will review the process and negotiate any modifications, necessary for future application.
6. Association representatives of the committee shall be entitled to be absent from work for the purposes of attending to the committee meetings, including reasonable preparation time without loss of regular pay, credits and benefits.
7. This agreement and the process set out in Appendix A will expire upon the expiry of the collective agreement or with six (6) months' notice by either party following the review period set out in paragraph 5.

Agreed to by the parties at Toronto on this 13th day of July, 2020.

For the Association:

Dave Bulmer
R. Amulay

For the Employer:

M. M.
Joanna Macri
Carlyl

Appendix A to the MOA: AMAPCEO Reskilling and Transition

Article 1 – DEFINITIONS:

Day refers to business days.

Employee(s) shall mean AMAPCEO-represented regular and regular part-time employees who have been identified by the Employer as impacted by organizational changes.

Joint Transition and Reskilling Committee (“the Committee”) refers to the association/management committee that has been established to review opportunities identified by the Employer for employees impacted by organizational changes to develop or refine new employment-related skills and abilities to help them transition to future employment opportunities in the OPS.

Article 2 – NOTIFICATION TO AMAPCEO:

- 2.1 Where an organizational transformation activity occurs which will result in employment changes for AMAPCEO-represented employees, the Employer will identify this activity for consideration under the Joint Transition and Reskilling process. When that occurs, the Employer will provide the President of the Association, the AMAPCEO Co-Chair of the Committee and affected AMERC Co-chair, advance notice about the planned organizational transformation initiative not less than ten (10) days prior to notification to employees, unless the parties agree to extend the timelines.
- 2.2 As part of the advance notice, the Employer will provide the Association with the following information on a without prejudice basis:
 - a) Relevant information about the organizational change to enable meaningful discussion, including the reason for the decision when a final decision has been made and how the planned initiative meets the Government’s objectives.
 - b) A list of employees including the names, position title, classification and job code, continuous service date, employment status, ministry/division/branch name and work location. This list will be based on information known at the time of the notification and may be subject to change.
 - c) Information on the AMAPCEO-represented positions that each of the employees will be assigned to, including information such as position title, job code and job code description, ministry/division/branch name, work location and job description.

- d) A list of the reskilling and training that may be required for each of the employees in order to meet the duties of the identified assignment.

Article 3 – JOINT TRANSITION & RESKILLING COMMITTEE:

- 3.1 Within thirty (30) days of receipt of the notification set out in Article 2, the Committee shall meet to discuss the information that has been provided to the Association as per Article 2.2, including:
 - a) the potential impacts to employees as a result of the potential organizational transformation;
 - b) reassignment of employees to other permanent or temporary positions within the OPS. It is understood that, where the Employer identifies an assignment, the preferred outcome is to maintain the employee at or above their current salary; and
 - c) any potential employment-related retraining associated with reskilling the employees.
- 3.2 The parties agree that any discussions, disclosure or information revealed as part of or in any way related to this framework shall remain confidential as between the parties and shall not be communicated, disclosed, disseminated or publicized in any manner by the Association, nor shall it be used for any purpose other than to advance the work of the Committee, and for the purpose of consulting internally on the matter.

Article 4 - NOTIFICATION TO EMPLOYEES:

- 4.1 Employees will receive notification of the potential organizational change affecting their administrative district, unit, institution or other such work area, and will be provided with information regarding the organizational transformation and the assignment and reskilling information regarding the AMAPCEO-represented position that has been identified for them. Employees will be provided an opportunity to submit an updated employee form to assist the committee in their review.
- 4.2 Employees will be provided with the following options:
 - a) Accept the assignment to an AMAPCEO-represented position that has been identified as suitable for them by the Employer, including any reskilling or training activity (if required), which may help improve their employment-related skills and abilities for their identified assignment; or

- b) Voluntary exit from the OPS with a severance package, not exceeding the pay-in-lieu entitlements provided in Article 27.7.1; or
 - c) Exercise their rights under Article 27 of the Collective Agreement.
- 4.3 Article 4.1 and 4.2 will be applied in accordance with seniority as set out in the collective agreement.
- 4.4 Notwithstanding Article 4.2 above, where an employee has a pending Transition Exit Initiative (TEI) request, the Employer will consider the request for approval prior to notification under Article 4.1.
- 4.5 Training and developmental opportunities, if required, shall include one or more of the following activities:
 - a) On-the-job training;
 - b) Course-based training;
 - c) Job shadowing;
 - d) Temporary assignment to a position;
 - e) Any other learning activity deemed appropriate by the Employer.
- 4.6 Employees must respond to the Employer in writing within six (6) days of the issuance of the notification. The response must indicate which one of the above options the employee selects.
- 4.7 Employees who elect to voluntarily exit from the OPS must exit within five (5) days of their selection, or another time that is mutually agreed between the employee and the Employer.
- 4.8 Where an employee chooses to exercise their entitlements in accordance with Article 27 of the AMAPCEO collective agreement, the notice set out in Article 4.1 shall be deemed to have satisfied the Employer's disclosure obligations to AMAPCEO.

Article 5 – ASSIGNMENT OF EMPLOYEE:

- 5.1 Where an employee is assigned in accordance with this agreement, the Employer will provide the employee with a period of time working in the new assignment of three (3) months, during or following the employment-related retraining, to allow for an assessment to be made regarding the qualifications and suitability of the employee for the assigned position.
- 5.2 Where an employee is offered and accepts an assignment beyond a forty (40) kilometre radius of the employee's headquarters, no relocation expenses will be paid. Before a position is offered outside of forty (40) kilometres, the Employer will share with the committee all assignments that were considered.
- 5.3 If, at the end of the temporary review period referred to in Article 5.1, the employee is not qualified to perform the work of the position to which he or she has been assigned, the parties can refer the matter to the Committee for further discussion

and recommendations. Failing resolution by the Committee, the employee is entitled to their rights under Article 27 based on their original position.

Article 6 – DISPUTE PROCESS:

- 6.1 It is understood that the only disputes that may be filed are in regard to whether the terms of the process set out in this MOA and its Appendix are followed. Any assignments made under this process shall not be subject to any dispute.
- 6.2 In the event that a dispute is filed as set out in Article 6.1 above, the parties recognize that time is of the essence and any such dispute will be referred to a mediator/arbitrator within seven (7) calendar days after being filed.
- 6.3 Notwithstanding Article 6.2 above, the parties can meet to further discuss the dispute at any time and continue their efforts to arrive at a resolution.
- 6.4 The parties agree to the following list of mediators/arbitrators that can be used to mediate and/or arbitrate disputes that arise between the parties in accordance with Article 6.1:
 - Ian Anderson
 - Daniel A. Harris
 - Chris Albertyn
- 6.5 Subject to the availability of the mediator/arbitrators identified in Article 6.4, the parties will make best efforts to commence hearings within thirty (30) days of the referral to the mediator/arbitrator.
- 6.6 To the extent possible, written decisions will be issued within five (5) days of conclusion of the hearing(s) and will be without precedent or prejudice, unless agreed to otherwise by the parties.
- 6.7 The cost of mediation and/or arbitration will be shared equally by the parties.