

MEMORANDUM OF AGREEMENT

BETWEEN

THE CROWN IN RIGHT OF ONTARIO

As Represented by the

MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY

AND

CENTRALIZED SUPPLY CHAIN ONTARIO

AND

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

This Agreement is without prejudice or precedent to any other transfers or divestments of similar or identical nature, and/or that may arise in the future.

WHEREAS the *Supply Chain Management Act (Government, Broader Public Sector and Health Sector Entities)*, 2019 established the Centralized Supply Chain Ontario (the Agency); and

WHEREAS the Agency will perform a number of functions currently performed by employees in the Supply Chain Ontario Division in the Ministry of Public and Business Service Delivery (the Ministry); and

WHEREAS The Association of Management, Administrative and Professional Crown Employees of Ontario (AMAPCEO) represents a number of positions and employees at the Ministry engaged in the function(s) expected to transfer; and

WHEREAS the Agency, the Ministry and AMAPCEO (the Parties) are of the same view that the successor rights provisions under section 69 of the *Labour Relations Act, 1995* and section 10 of the *Crown Employees Collective Bargaining Act, 1993* will apply to the sale and transfer of function(s) from the Ministry to the Agency; therefore,

The Parties agree, **without precedent or prejudice**, to the following:

1. Any reference to "positions" in this agreement refers to positions in the Supply Chain Ontario Division at the Ministry.
2. Sale of Business provisions (Articles 27.18.1.1 and 27.18.1.2 of the current AMAPCEO Agreement, in effect from April 1, 2022, to March 31, 2025, apply.
3. In the first stage of job offers, the Agency will make permanent job offers to:
 - a) The full complement of regular AMAPCEO represented employees with home positions at the Ministry.
 - b) Regular AMAPCEO represented employees who are on a temporary assignment in unencumbered positions at the Ministry.
 - c) Fixed-term AMAPCEO represented employees in unencumbered positions in the Ministry who have been acting in the position for at least 30 calendar days.
 - d) Employees from outside the bargaining unit temporarily assigned to an unencumbered AMAPCEO position for a period of more than 30 calendar days.
4. In a second stage of job offers made at a later date, the Agency shall make permanent job offers to:
 - a) Regular AMAPCEO represented employees who are on a temporary assignment in a position at the Ministry that has a home incumbent, where the home incumbent has turned down the job offer in the first stage.
 - b) Fixed-term AMAPCEO represented employees backfilling in a position at the Ministry that has a home incumbent where the home incumbent has turned

down the job offer in the first stage, and the fixed-term employee has been acting in the position for at least 30 calendar days.

- c) Employees from outside the bargaining unit temporarily assigned to an AMAPCEO position for a period of more than 30 calendar days where the home incumbent has turned down the job offer in the first stage.
5. Job offers from the Agency to current Ministry employees shall include information that is material to the offer, including at a minimum written confirmation of position title, geographic location, salary/hourly rate, the position title to whom the position reports, as well as the employee's merit date, seniority/continuous service date, and severance credit date at the Agency.
 6. All AMAPCEO represented employees shall have the right to review their corporate file prior to the transfer date with union representation. The employee may identify documents they wish to have removed from the file.
 - a) If there is disagreement between the employee and the Ministry, the employee shall put the request in writing to have the document(s) removed and provide that to the Strategic HR Branch at the Ministry.
 - b) The Ministry will consider the request and respond in writing.
 - c) If the matter remains unresolved, the employee may request that the matter be resolved by expedited arbitration before the Grievances Settlement Board.
 - d) The process described above will not delay the transfer of the employee.
 - e) The documents objected to, will not be transferred until/unless resolution is achieved through this process.
 7. This constitutes the complete settlement agreement between the Parties and supersedes any and all prior oral or written agreements, arrangements, or understandings between them regarding the ordering of the job offers to employees to transfer to the Agency, save and except the Collective Agreement which continues to apply and shall prevail.

Dated at Toronto, this 6th day of June, 2023.



Renu Kulendran
Deputy Minister,
Ministry of Public and Business
Service Delivery



James Wallace,
Chief Executive Officer,
Centralized Supply Chain Ontario



Dave Bulmer,
Chief Executive Officer,
Association of Management,
Administrative and Professional
Crown Employees of Ontario