

THE CANADA JOB FUND

An overview of the federal transfer to provinces and territories

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The logo for the Canadian Union of Public Employees (CUPE), featuring the word "CUPE" in a bold, italicized, magenta font.

WARNING:

The Canada Job Fund is evolving. Official information is scant. This document contains information that was accurate as of January 21, 2015.

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1. CANADA JOB FUND OVERVIEW

- The Canada Job Fund (CJF) replaces the Labour Market Agreement (LMA). This six- year agreement with the provinces and territories is for the same annual amount as the LMA – \$500 million/year with distribution of the funds based on population.
- The signed agreements between the federal government and provinces/territories provide the overall framework. However, each jurisdiction is responsible for developing the guidelines for spending the funds. Variations between jurisdictions are likely.
- The federal government has indicated that funds will flow to the provinces and territories once the CJG program is running.
- The CJF contains three elements: 1. Canada Job Grant (CJG), 2. Employer-Sponsored Training, 3. Employment Supports and Services.
- Job Grant
 - The employer decides who is trained, what the content of the training is, and who delivers the training.
 - The grant goes to the employer, not the individual.
 - Training is provided by third party institutions. A credential or certification is a performance indicator, but does not appear to be mandated. Press releases refer to training of “short duration” but this reference is not contained in available agreements.
 - Employers contribute one-third of the training costs – tuition fees or training provider fees, mandatory student fees, textbooks, software and required materials, and/or examination fees. Costs of creating a program or developing curriculum are not specifically mentioned.
 - Only employers with less than 50 employees can use wage reimbursements or wages for up to 50 per cent their contribution.

- Employer Sponsored Training
 - Provinces and territories can use their own employer sponsored training programs to meet the employer spending targets under the Canada Job Fund. These programs must follow the principles of the Grant, i.e. employer driven.
- Employment Services and Supports
 - This refers to the type of programming allowed under the LMA, and includes literacy, numeracy, and employability training. This programming is permissible under the Canada Job Fund. However, provinces and territories are bound by complex targets for the Canada Job Grant spending and employer contributions, which will limit the amount available for programming unless additional provincial/territorial resources are used.
- Issues and Concerns
 - The Canada Job Fund favours employer determined training.
 - If a jurisdiction does not meet the required target for employer contributions, the funds will have to be returned to the federal government.
 - Federal funding will depend on meeting employer take-up targets.
 - No incentive exists for training non-employees.
 - Training providers who offer a credential/certificate will be more likely to provide the training.
 - The Employment Services and Supports element, while likely to be used in the first year of the CJF, will gradually fade away by year four.
 - The ultimate outcome will likely be a reduced transfer from the federal government, training for existing employees, a lack of opportunities for the unemployed, those with low basic skills and the underemployed, and a return of the challenges faced by those not eligible for EI Part II training.

2. INTRODUCTION

At the end of 2013-14, the Labour Market Agreements (LMA) expired. In Budget 2013, the federal government announced the Canada Job Grant as the replacement to the LMA. Provinces and territories immediately rejected that proposal. Over the course of the next year, bilateral negotiations were held with each province and territory. Announcements of signed agreements and agreements in principle began to emerge in the spring of 2014. The outcome was the Canada Job Fund (CJF) of which the Canada Job Grant (CJG) was a major element.

This paper outlines the features of the Canada Job Fund. The paper examines the agreements, outlines the key features and funding arrangements, and makes comparisons to the former LMA (please see Annex 1). The paper does not discuss the evolution from the first offer made by the federal government to the final series of agreements.

The paper is based on documents available on-line. All provincial and territorial government websites as well as the Employment and Social Development Canada (ESDC) website were accessed. Other documents reviewed include news releases, news articles, and documents shared through the Employment and Training Alliance (ETA). Analysis of the agreement is based on the Canada-Ontario Job Fund Agreement, supplemented by information from the British Columbia (BC) and Alberta agreements, as well as the public Canada Job Grant websites established by the provinces and territories.

All provinces and territories have signed agreements with the federal government. Agreements were located for all jurisdictions except North West Territories, Nunavut, Saskatchewan, and Yukon.

Quebec is not listed above and is not subject to the Canada Job Fund agreement. The federal government reached an agreement with Quebec that its current programming was in line with the objectives of the Canada Job Fund, and so no separate agreement was required.

The federal government had announced a start date of July 1, 2014 for the Canadian Job Grant (CJG), the key component of the Canada Job Fund. Provinces and territories have had to develop guidelines and procedures for the implementation of the CJG. All provinces and territories have public websites inviting employers to apply.

3. WHAT IS THE CANADA JOB FUND?

The Canada Job Fund (CJF) transfers just under \$500 million from the federal government to the provinces and territories over six years (2014-15 to 2019-20) for labour market skill development activities. Funds come from the Consolidated Revenues Fund (CRF), that is, general tax dollars. The CJF is intended to ensure that EI eligible and non-EI eligible clients have access to comparable programs. The CJF is a companion agreement to the Labour Market Development Agreement (LMDA), the Labour Market Development Agreement for Persons with Disabilities, and the Aboriginal Skills and Employment Training Strategy (ASETS).

The policy objective of the CJF is to “create a strong, resilient, and adaptable workforce.”¹ The distinguishing feature of the CJF is greater employer investment and involvement so that skills are better aligned with job opportunities.

The CJF contains three elements:

1. Canada Job Grant
2. Employer Sponsored Training
3. Employment Supports and Services

3.1 Canada Job Grant

The Canada Job Grant (CJG) is the centrepiece of the CJF. The Grant is built around the principle that the employer decides who is trained and what type of training is delivered. The employer must contribute one third of the training costs (with alternative provisions for small business). Most provinces have guidelines, application forms and/or FAQs posted online. For detailed information about guidelines and application processes for the implementation of the Canada Job Grant, please see “Implementing the Canada Job Grant,” a companion piece to this report.

Employers can be from the private and the not-for-profit sector. Public sector employers and unions are not eligible. Employers can include individual employers, employer associations, union hiring halls, industry associations, and training coordinators.

¹ Ontario Agreement. Note that the BC agreement does not refer to “resilient.”

Alberta requires employers to have a vacant position while Manitoba, Newfoundland, and Prince Edward Island require employers to have a job available at the end of training. BC gives preference to positions in the Liquefied Natural Gas Sector while Yukon has developed a list of 100 in-demand jobs to be supported through the Grant.

As mentioned above, the employer decides who will be trained. Trainees must be eligible to work in their province/territory. The most likely eligible beneficiary would therefore be the employed who are seeking training for a better job, especially since the agreement states that employers can train individuals in their existing jobs. The term “individuals” is used with no restrictions on the type of individuals (e.g. supervisors, managers, hourly workers) who can receive training.

Employers can also pay for the training of the unemployed who are seeking training to obtain a job and/or the employed who are underemployed and seeking training for a better job. Likely, individual employers would not train these beneficiaries. Rather, collective employers, e.g. union hiring halls, industry associations, would be more likely to support these individuals’ training.

Training is to be provided by a third party institution.

Newfoundland calls for the use of a “recognized training provider” while Alberta will approve providers falling under one of three Acts. Alberta, Manitoba, and Nova Scotia provide for exceptions to these formally recognized providers. Some jurisdictions allow product vendors as third-party trainers.

The eligible costs are described in ways that suit a formal training program. The eligible training costs, of which employers are to pay one-third, include tuition fees or training provider fees, mandatory student fees, textbooks, software and required materials, and/or examination fees. Costs of creating a program or developing curriculum are not specifically mentioned and would likely have to be recouped through tuition or program fees.

Earlier statements about the CJG indicated that training would be of short duration and lead to a credential. There does not appear to be any limitation on the amount/duration of training in the Ontario agreement, although the New Brunswick press release (and others) announcing its

agreement refers to short duration training. The requirement for training leading to a credential is not mentioned in the main agreement but credentials/certification earned is part of the performance indicators. However, in a review of available guidelines and application forms, indicates that a credential is expected in at least seven cases.

Alberta requires that training must result in some sort of credential, defined as record of completion, certificate, grade, or industry recognized credential. Saskatchewan has a similar provision. In BC, Nunavut, and Ontario, the employer must state the credential to be earned on the application form.

There is no stipulation about the nature of the training. Without limits on the type of training and the type of eligible worker, it is conceivable that any type of training at any level of the organization for existing employees would be eligible. The first grant announced in Manitoba was for skills training and certification, while the first announced in Ontario was for human resources training for managers.

The Ontario agreement does not refer to ensuring that government funds not displace what the employer would have already spent on training. However, many jurisdictions have requested employers verify that Canada Job Grant training will not replace existing training.

Employers must pay one-third of the eligible training costs, with the other two thirds coming from the provincial government using Canada Job Grant funds.

In most jurisdictions, employers are required to pay the training provider and be reimbursed for that expenditure.

Provision has been made for small businesses with under 50 employees to make up to 50 per cent of their financial obligation from wages or wage replacement (i.e. 50 per cent of their 1/3 contribution). They can also make up their financial obligation with a cash contribution of 15 per cent of an individual grant (rather than 33 per cent, as would be the case with large businesses). Large businesses cannot use wages or wage replacement and must meet their 1/3 obligation with a cash contribution.

Newfoundland differentiates the match required of small businesses based on whether existing employees or new employees are being trained. In Nunavut, the only acceptable employer is a small business.

3.2 Employer Sponsored Training

Under Employer Sponsored Training, the employer determines who will receive training and what type of training, the training must lead to an available job and the employer must contribute (financial or in-kind) to the training. In contrast to the CJG, Employer-Sponsored Training is broadly defined, is not limited to direct training costs, and does not require a minimum employer contribution.

The Canada Job Grant and the Employer Sponsored Training are similar elements based on the principle of employer contributions and decision-making. The CJF allows provinces and territories to meet employer contribution minimum targets through spending their own (existing or new) Employer Sponsored Training programs in lieu of spending on the CJG. Nova Scotia has signalled that its Workplace Innovation and Productivity Skills Incentive (WIPSI) will be offered as its Canada Job Grant, an example of how provinces can use their own programs.

Employer Sponsored Training appears to be a sop to the provinces who argued last year that they already had skills development programs that involved employers and so did not need the Canada Job Grant.

- Ontario includes its apprenticeship supports, wage subsidies, or other training that meet the same objectives as the Job Grant.
- Nova Scotia indicates that existing Labour and Advance Education programs like START and One Journey Work and Learn would fall under this stream.

By year 4, employer contributions towards the CJG and/or Employer-Sponsored Training must be 40 per cent of the total CJF transfer.

3.3 Employment Services and Supports

The third element of the Canada Job Fund resembles the programming supported under the former Labour Market Agreement. The aim of the Employment Services and Supports (ESS) is training for entry to or return to employment, or to obtain or keep employment or maintain skills. Alberta's guidelines stipulate that the training must be undertaken in order to fill a job vacancy.

While support for this type of programming was a major sticking point in the federal- provincial-territorial negotiations, this element of the CJF has not been highlighted in the press or in statements made by the various levels of government.

The eligible beneficiaries are similar as for the LMA²:

- unemployed individuals who are not EI Clients
- employed individuals who are low-skilled such as those who do not have a high school diploma
 - The Ontario agreement includes “or recognized certification or who have low levels of literacy and essential skills.”
 - The BC Agreement includes “employed individuals who are low-skilled such as those who do not have Adult Literacy and Life Skills (ALLS) levels 1 or 2.”

The Alberta agreement, in contrast to the Ontario and BC agreements, does not contain a section which would provide for service delivery in either official language where warranted.

The agreements outline the type of eligible services and supports. This is a change from the former LMA where the type of services and supports were not listed. In addition, the list is significantly broader than the federal government first announced. Initially, the federal government wanted to limit provincial and territorial services to employment counselling and services. The list of supports and services is wide ranging and would likely be far more than what was offered by many provinces/territories under the LMAs.

Employment Services and Support may include:

- skills training, ranging from training in basic skills, such as literacy and numeracy, to advanced skills training
- incentives to support on-the-job training and workplace-based skills upgrading
- group interventions and job readiness assistance
- financial supports and benefits such as loans, grants and living allowances
- employment counselling and services
- labour market connections such as services to facilitate matching supply and demand and services that promote and enhance labour market efficiency

Nova Scotia will continue to support programs such job readiness and employment counselling services, settlement services, literacy and essential skills training, and financial supports and benefits, and literacy programs using this element, at least for the next year.

² Please see Annex 1 for a comparison of the 2008 LMA and the 2014 CJF agreements.

The Canada Job Fund is a compromise with the provinces and territories. It continues with the LMA funding for programs that mattered to the provinces and territories while still creating the Canada Job Grant as the federal government had originally intended. The inequalities between the three elements and the likely outcome for each element becomes apparent through an examination of the funding formulas.

4. FUNDING

There is no change in the overall funding level from the Labour Market Agreements. The federal government will transfer \$500 million annually to the provincial/territorial governments over six years starting in 2014-15. The total transfer is based on the provincial/territorial population. One significant change from the LMA is that any unspent funds over 5 per cent of the total transfer must be returned. The LMA allowed provinces and territories to re-profile lapsing funds. The CJF assumes the same level of operations and spending in each year. It does not take into account that it will take several years before programs are fully operational. The likelihood of significant amounts of unspent monies being returned to the federal government is high because of the requirement for returning unspent funds and the reductions in transfers should the spending targets not be met.

4.1 Canada Job Fund Spending

The Canada Job Fund is a complex set of minimum and maximum limits, variable funding sources, and employer contributions quotas. Figure 1 indicates the minimum spending on the Canada Job Grant and the maximum spending for Employment Services and Supports and Administration Costs.

Figure 1– CANADA JOB FUND SPENDING (% of Total CJF Transfer)

	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Canada Job Grant per cent of total CJF Transfer (minimum)	15	30	45	60	60	60
Employment Services and Supports per cent of total CJF Transfer (maximum)	100	100	60	60	60	60
Administration costs per cent of total CJF Transfer (maximum)	15	15	10	10	10	10

Figure 1 shows maximum spending in excess of 100 per cent. The province may use its own funds to increase the federal transfer or use LMDA funds. In the Ontario agreement, the source

of the LMDA funds is the “Research and Innovation” measure, part of EI Part II funds³. Alternatively, it may choose to spend less on Employment Services and Supports or Administration.

Figure 2 shows the “shortfall” should a province/territory choose to use only CJF funds to meet its targets while spending the maximum on Employment Services and Supports.

Figure 2– ADDITIONAL SPENDING REQUIRED TO MEET MAXIMUM EMPLOYMENT SERVICES AND SUPPORTS SPENDING

	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Canada Job Fund (transfer from feds to provinces and territories)	\$500,000,000	\$500,000,000	\$500,000,000	\$500,000,000	\$500,000,000	\$500,000,000
Less: Canada Job Grant (federal contribution)	\$75,000,000	\$150,000	\$225,000,000	\$300,000,000	\$300,000,000	\$300,000,000
Less: Employment Services and Supports (maximum allowable)	\$500,000,000	\$500,000,000	\$500,000,000	\$300,000,000	\$300,000,000	\$300,000,000
Less: Administration	\$75,000,000	\$75,000,000	\$50,000,000	\$50,000,000	\$50,000,000	\$50,000,000
Funds Remaining from Canada Job Fund Transfer	- \$150,000,000 0	- \$225,000,000 0	- \$275,000,000 0	- \$150,000,000 0	- \$150,000,000 0	- \$150,000,000 0

4.2 Canada Job Grant

Initially, the federal government had called upon the provinces and territories to “match” its contribution of \$5,000 towards the \$15,000 grant. In the final agreement, the federal government provides \$10,000 of the \$15,000 grant with the remainder coming from employers. The annual transfer dedicated for the Canada Job Grant contains a portion for administration (15 per cent in the first two years, 10 per cent in the latter years) which appears to be in addition to the Administration costs identified in the overall Canada Job Fund.

4.3 Employer Driven Training and Contributions

The employer driven training regime is especially complex to figure out, with minimum employer contributions and minimum spending on employer-driven training. If funding targets

³ Research and Innovation (R&I) initiatives are designed to identify better ways of helping people prepare for, return to, or maintain employment, and participate productively in the labour force. Employment and Social Development Canada. *EI Monitoring and Assessment Report 2012*. <http://www.esdc.gc.ca/eng/jobs/ei/reports/mar2012/chapter3.shtml>. Accessed 12/8/14.

are not met, the federal government will reduce the amount of the next year’s transfer. In each year, the employer contribution must be 50 per cent of the Canada Job Grant allocation. In addition, the total spent towards Employer Sponsored Training (Canada Job Grant and/or the provincial/territorial program) must be 40 per cent of the total CJF or \$200,000 per year in the last three years of the agreement.

Figure 3 – EMPLOYER CONTRIBUTION TARGETS – TOTAL CANADA JOB FUND

	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Employer-Sponsored Training <i>(minimum target = 40 per cent of CJF (CJG and any eligible provincial/territorial programs))</i>				\$200,000,000	\$200,000,000	\$200,000,000
Employer Contributions to CJG <i>(minimum target = 50 per cent of CJG)</i>	\$37,500,000	\$75,000,000	\$112,500,000	\$150,000,000	\$150,000,000	\$150,000,000

If all of the available funds in the Canada Job Grant are spent, by the end of the six years, an estimated 135,000 people will have been trained (based on \$15,000 grants). If the grants are lower in cost, then more people can be trained.

Figure 4– ESTIMATED NUMBER OF EMPLOYEES TRAINED – CANADA JOB GRANT

2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	Total
7,500	15,000	22,500	30,000	30,000	30,000	135,000

The complicated funding arrangements favour employer driven training. Where provinces and territories do not meet targets for employer spending, subsequent payments from the federal government will be reduced. Provinces and territories would do best to develop delivery mechanisms that ensure the employer targets are met

4.4 Employment Services and Supports

Employment Services and Supports is the only trace of the LMA remaining in the new Canada Job Fund. Many of the activities undertaken by employability, literacy, and essential skills organizations were funded under the LMA. The Canada Job Fund preserves many of these key elements and the focus on the unemployed, underemployed and those without a high school credential.

Under the LMA, 100 per cent of the transfer went to this element. With the Canada Job Fund, the funds for this element will decrease over time. By year three, Employment Services and Supports will likely be about 30 per cent of the overall Canada Job Fund spending, depending on how much is charged to administration. Provinces may, of course, supplement this from their own funds or the LMMA.

4.5 Estimating Annual Expenditures

In order to try to better understand the complexity of the agreement, the following chart outlines how the money is likely to be distributed based on an allocation of \$100.00. The interaction of employer minimums and maximums for various elements gives an idea of how employer driven the CJF will ultimately be.

Figure 5– DISTRIBUTION OF CANADA JOB FUND BASED ON \$100.00 (ASSUMES NO ADDITIONAL FUNDS USED)

	YEAR ONE	YEAR TWO	YEAR THREE	YEARS 4 – 6
Total CJF Transfer	\$100.00	\$100.00	\$100.00	\$100.00
To Canada Job Grant	\$15.00	\$30.00	\$45.00	\$60.00
To Employment Services and Supports	\$70.00	\$55.00	\$45.00	\$30.00
To Administration	\$15.00	\$15.00	\$10.00	\$10.00
Minimum Employer Contribution	\$7.50	\$15.00	\$22.50	\$30.00
Employer Sponsored Training (CJG and/or Provincial and territorial program)				\$40.00

5. ACCOUNTABILITY

As was the case with the former LMA, five elements of accountability are spelled out in the agreement:

1. Planning
2. Financial reporting
3. Performance measurement
4. Public reporting
5. Evaluation

5.1 Planning

The first notable difference from is the lack of a multi-year plan created at the outset of the agreement. Given that the CJF will be primarily about employer driven training and not about a range of programming options as was the case with the LMA, this change is not surprising.

While provinces and territories are required to develop an annual plan indicating where they will be spending funds, the requirement to make these plans public is eliminated. Annual plans are submitted only to the joint federal/provincial/territorial management committee (which remains the same as under the LMA). The plan itself has not changed in content: environmental scan, annual priorities, description of activities, expenditures, results, and description of consultation are the required elements. Priority clients do not have to be described.

Consultation with employers and other stakeholders, including labour representatives, community organizations and representatives of the French language minority communities is to be a “formal process” in the development of each annual plan. Alberta’s agreement only requires the development of a process to engage “employers and other stakeholders.” Previously, there was an obligation to consult but this did not have to be a formal process (e.g., one province reviewed a number of relevant consultation reports rather than hold separate consultations).

The Joint Federal/Provincial/Territorial Committee will continue to oversee the agreement. However, there is no longer the expectation that this committee will also oversee the LMDA. The committee has been given responsibility to discuss better coordination of federal and provincial/territorial programs for Aboriginal peoples.

5.2 Financial Reporting

Except for reporting requirements to ensure that the employer contribution maximums have been reached, there are no changes to the financial reporting from the former LMA.

5.3 Performance Measurement

A set of performance measures is included in an annex to the agreement with the expectation that these will be implemented gradually and changes made especially over the first year. The province/territory is responsible for developing the indicators for these measures.

5.3.1 Job Grant

The Job Grant's performance will be measured by:

1. Participant information
 - a. Number of clients who benefited from the Grant by pre-intervention employment status (employed, unemployed)
 - b. Demographic characteristics (i.e. gender, age, education, designated groups, etc.)
 - c. Number of employers who received the Grant by: size (small, medium, large) and sector
 - d. EI status pre and post intervention
2. Service delivery information
 - a. Average value of a Canada Job Grant
 - b. Average number of grants per employer
 - c. Other: e.g. type of training supported through the Grant, type of training providers, average length of training
3. Outcome indicators
 - a. Number of participants employed after participation, by pre-intervention employment status: Immediately after and 12 months following intervention
 - b. Credentials/certification earned
 - c. Income and hours worked per week, pre and post participation, immediately after and 12 months following intervention
 - d. Client satisfaction (i.e. stating training helped meet their employment needs)
 - e. Employer satisfaction (i.e. stating training helped meet their skills needs)

Performance measures will guide the program development and implementation. Measures such as duration of training and credentials or certification gained will likely impact how the CJG is delivered.

Reporting requirements for by employers in many jurisdictions includes providing information on individual participants including their Social Insurance Numbers. In Newfoundland, employers are expected to input their reports directly into the province's online information management system.

5.3.2 Employment Services and Supports and Employer-Sponsored Training

In addition to the above measures, information on the types of programs/interventions provided and clients served by each program/intervention and pre-intervention employment status will be collected.

5.4 Public Reporting

Although there is a commitment to reporting to the public, the only specified public reporting is on the results of the eligible programs. However, the province/territory must provide an annual report to the federal government with a detailed list of items including consultations, activities, expenditures, and results of programs, description of employer sponsored training, and any evaluations done. Sharing this annual report with the public is not explicitly required. (Note: under the LMA, both the annual plans and the annual reports were made public by most provinces and territories).

For the Canada Job Grant, information is to be provided to the federal government within a month after approval, containing the name of the business/organization, the training institution and the type of training provided. The identity of individual participants is not to be shared. The Alberta agreement stipulates that Social Insurance Numbers will be collected for evaluation purposes. This reporting requirement could be onerous. It is not clear what the federal government plans to do with this information.

The federal government is not obligated to create a national report. It was to do this annually under the LMA but managed to only produce one report containing two years of data. The federal government will now be required to post the provincial/territorial agreements, but this was already the practice.

5.5 Evaluation

An evaluation remains a requirement of the agreement. There are some differences among the three agreements reviewed regarding the use of an internal or an external independent review of the evaluation. The evaluation is due in the first quarter of Year 5. The province/territory pays for the evaluation but the funds come from the CJF.

5.6 Review by the Forum of Labour Market Ministers

The entire agreement will be reviewed in Year 2. The results of that review will be submitted to the Forum of Labour Market Ministers (FLMM) and focus on the Canada Job Grant. The review will focus on:

- Purpose and Objective
- Areas to be assessed
- Timelines
- Roles and Responsibilities
- Communications protocol

The Ontario Agreement contains additional elements to be the subject of the year 2 review:

- employer take-up and phase-in
- evidence of incremental training funded by the Job Grant
- the return on public investment of the Job Grant
- impacts on various types of trainees benefitting from the Job Grant

The review was a major concession to the provinces and territories. FLMM is a federal/provincial/territorial group. The items for review speak to the challenges of stimulating increased employer investment and the skepticism expressed by the provinces and territories on this initiative.

Late in 2014, the Ontario government issued a call for proposals to review its first two years of CJG operations. In that call, mention was made of a pan-Canadian consultant who will collate the various provincial and territorial reviews.

The agreement has been changed to allow for its termination “without cause” by either party. The previous agreement was silent as to the terms of termination. The new agreement requires two years notice in contrast to the earlier provision for one year’s notice.

6. COMMENTARY/OBSERVATIONS

While some provinces declared the final federal offer a success, in essence there is little difference from the original offer. While the inclusion “Employment Services and Supports” acknowledges the successful elements of the LMA, particularly the focus on those with weak skills and the most vulnerable, the amount of spending required to meet employer matching targets will displace innovative programs to the sidelines in the first few years and will be virtually non-existent in the last years of the agreement. The LMA target group of those with low skills will not benefit to anywhere near the same extent under the CJF. Overall, the CJF is far more restrictive than was the LMA.

How many employers will pay up to \$5,000 for training, especially for those who are not employees, is a question. According to the Conference Board of Canada, annual investment in employee training is \$688.⁴ To meet the Canada Job Grant targets will require an increase of 627 per cent in employer spending. For companies with over 50 employees, the contribution is in cash and cannot be made up through wages or wage replacement. The figure of \$15,000 per grant does not appear to be based on evidence that employers will spend this much money. The UPSKILL project recently completed by Social Research and Demonstration Corporation (SRDC), was a fully funded “Cadillac” essential skills training program which at best would have cost the employers \$2,500 per employee.⁵ The possibility exists that employers will take advantage of higher priced training (likely for supervisors and managers) in order to gain full benefits from the CJG. Recall as well, that any amounts not spent under the Canada Job Grant will be reduced from future transfers.

Provinces and territories will face challenges in gaining employer support. Jurisdictions such as Manitoba, Nova Scotia, Alberta, Saskatchewan, PEI, and New Brunswick may have an advantage by having existing workplace education initiatives with connections to employers. Manitoba and Nova Scotia have sector councils that may be well positioned to mobilize employers and organize training. Private sector organizations have begun to solicit businesses to assist them in applying for funding.⁶

⁴ Conference Board of Canada. Learning and Development Outlook 2011: Are Organizations Ready for Learning 2.0? October 2011. Cited in The Canadian Chamber of Commerce. Closing the Skills Gap: Mapping a Path for Small Business, Report of the Symposium on Skills and Small Business. February 2013. p. 8.

⁵ Social Research and Demonstration Corporation. Establishing the Business Case for Workplace Essential Skills Training. UPSKILL: A Pan-Canadian Demonstration Project. April 22, 2014. Slides for a webinar hosted by the Centre for Literacy. <http://www.centreforliteracy.qc.ca/learningevents/making-business-case-workplace-essential-skills-training-evidence-upskill>. Accessed August 12, 2014.

⁶ LIFT TEMP BLOG. “The Canada Job Grant”. <http://blog.lifttemp.com/tag/canada-jobs-grant-2014/>. Accessed August 10, 2014.

Servicing small businesses will be a challenge, despite the relaxed requirements laid out in the agreements. SRDC's UPSKILL project concluded:

“The amount of release time that employers can make available, given their current business demands, is an important barrier to training. Small firms, with less than 20 employees, find it particularly challenging. In the UPSKILL project, even though a matching subsidy for release time was available (half of the release time, up to 20 hours per participant would be reimbursed) very few employers maximized this subsidy by providing the full amount of training available. Alternative approaches that better address workplace constraints, such as training through mentorship or with off-site cluster based delivery models for small businesses, should be explored.”⁷

Despite talk of how this scheme will boost the skills of those not working, little exists in the Ontario agreement to motivate employers to support non-employees. Partnerships arrangements grouping trainers, employers, industry representatives, and labour may be able to address the needs of non-employees. However, the federal government has spent the past few years closing down sector councils, the very organizations that could mobilize training of employed and unemployed people on a large scale.

Most troubling is the lack of specificity about who can be trained and what type of training is supported. There are no limits to training managers and supervisors, or to including higher skills training. More expensive training with larger employers may be the most efficient way to meet targets.

The Canada Job Grant does not provide support for the critical elements of organizational needs assessment, curriculum development, and program implementation. The UPSKILL project estimated that these costs are about 13 per cent of the cost of delivering workplace education and stressed the value of occupation/industry specific solutions and customized curriculum. If these costs are not generated by government, employers will likely turn to existing non-customized training.

The Canada Job Grant is a significant departure from the programming under the LMA. LMA programming was designed by each province and territory based on their own needs and requirements.

The Canada Job Grant is very specific as to criteria, costs, eligible clients, and activities, removing any provincial/territorial discretion. Manitoba, it should be noted has made some

⁷ Social Research and Demonstration Corporation. “UPSKILL: A Credible Test of Workplace Literacy and Essential Skills Training, Highlights.” www.srdc.org. Accessed August 18, 2014.

additions to its CJG scheme by permitting alternative organizations to deliver training (equipment manufacturers, software developers and private trainers).

It is not clear what will happen to the 2014-15 allocations – will it be “business as usual” until provinces and territories sign agreements and develop delivery mechanisms? Minister Kenney told the House of Commons committee that the CJF funds were not included in the Main Estimates. He would include these in the supplementary expenditures in the fall once the agreements are signed. The federal government will not transfer funds without an agreement (according to the Alberta agreement) and delays will likely result in under spending in year one of the agreement.

Ontario has committed to no changes in funding levels for LMA type programs in 2014-15, but as a larger province, it is in a better financial position to do this. Smaller provinces and territories will probably require the federal funds to support activities under the CJF. While provinces and territories can use LMDA funds to supplement the Canada Job Fund, these funds come from premiums paid by employers and workers. At some point, there may be pushback about using these funds for people who may not have contributed to or not eligible for EI.

In conclusion, the CJF does meet the government’s objective to promote greater employer involvement, but does this at a cost. The likely outcome will be that employers will train their own employees; there is no incentive for individual employers to train people they do not employ. Creativity and collaboration will be required to organize groups of employers to offer training, the most probable means of training the unemployed.

The “problems” that the LMA fixed, the lack of services for the non-EI eligible and those with low literacy and essential skills, will become problems again with the CJF. By the last three years of the CJF, only 30 per cent of what was spent previously on addressing these services will be available, effectively returning to the 1996 state of affairs.

7. Annex 1 Comparison of 2008 Labour Market Agreement and 2014 Job Fund Agreement

(Note: clauses have been re-arranged for comparison purposes. Based on the Ontario LMA and JFA)

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
WHEREAS Canada and Ontario share a common vision of a skilled, productive, mobile, inclusive and adaptable labour force supported by a system of flexible labour market programs and services delivered by Ontario;	WHEREAS Canada and Ontario share a common vision to create a strong and adaptable workforce with the skills needed to succeed in Canada's economy;	<ul style="list-style-type: none"> • 2008 – “skilled, productive, mobile, inclusive and adaptable labour force” • 2014 – “strong and adaptable workforce”
WHEREAS Canada and Ontario are committed to working together to address the labour market needs and requirements of Ontario;	WHEREAS Canada and Ontario are committed to working together to address the labour market needs and requirements of Ontario;	<ul style="list-style-type: none"> • No change
WHEREAS Ontario is striving to provide fully integrated, client focused employment and training services for Ontarians under Employment Ontario, and is aiming to develop the best educated and most skilled workforce in North America to build and sustain Ontario's prosperity and competitiveness;	WHEREAS Ontario has established an integrated, client-focused employment and training network for Ontarians under Employment Ontario and continues to make significant investments to modernize and deliver programs and services that best meet the needs of individuals, employers, and communities in a way that effectively responds to rapidly changing labour market realities;	<ul style="list-style-type: none"> • No substantive change, only an acknowledgement that Employment Ontario is established.
	WHEREAS Ontario makes significant investments into skills development and training in order to ensure that Ontario's workforce is highly skilled and globally competitive;	<ul style="list-style-type: none"> • New clause – recognizes Ontario's financial contribution
WHEREAS Canada and Ontario agree that	WHEREAS Canada and Ontario agree that	<ul style="list-style-type: none"> • No change – confirms Ontario's primary

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
<p>primary responsibility for the design and delivery of labour market programs and services for individuals to support the creation of a skilled, productive, mobile, inclusive and adaptable labour force in Ontario rests with Ontario;</p>	<p>Ontario has primary responsibility under the Agreement for the design and delivery of labour market programs to support the creation of a skilled, productive, mobile, inclusive and adaptable labour force in Ontario;</p>	<p>responsibility</p>
<p>WHEREAS Canada has agreed to make new investments in support of labour market programming in Ontario by providing funding to Ontario towards the costs of programs that address areas of current and emerging labour market priorities, including the need to improve the labour force participation of under-represented groups;</p>	<p>WHEREAS in the period 2008 and 2009, Canada entered into Labour Market Agreements with all the provinces and territories that expire on March 31, 2014 and under which Canada agreed to make new investments in support of labour market programming in the provinces and territories by providing funding to them towards the costs of programs that address areas of current and emerging labour market priorities, including the need to improve the labour force participation of under-represented groups;</p>	<ul style="list-style-type: none"> • Refers to key purpose of old agreement; not clear about relevance here
	<p>WHEREAS Canada announced in Economic Action Plan 2013 and reaffirmed in Economic Action Plan 2014 that it would seek to transform skills training in Canada through the introduction of the Canada Job Grant to directly involve employers and increase their investments in Canada's skills training system, as part of the renewal of the Labour Market Agreements in 2014/2015;</p>	<ul style="list-style-type: none"> • New clause – refers to 2013 and 2014 Economic Action Plan announcing the Canada Job Grant

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
	WHEREAS Ontario agrees to design and deliver a Canada-Ontario Job Grant program that will provide financial assistance to employers on a cost-shared basis to support the training of Canadians for available jobs	<ul style="list-style-type: none"> • New clause – province to design and deliver Canada Job Grant
	WHEREAS Canada has agreed to continue making investments in support of labour market programming in Ontario to address Ontario’s labour market priorities, including a focus on ensuring that training meets the needs of employers and leads to jobs for Canadians;	<ul style="list-style-type: none"> • New clause – focus on needs of employers and jobs for Canadians
WHEREAS Canada is authorized to enter into this Agreement pursuant to sections 7 and 10 of <i>Canada’s Department of Human Resources and Skills Development Act</i> ; and,	WHEREAS Canada is authorized to enter into the Agreement pursuant to sections 7 and 10 of <i>Canada’s Department of Employment and Social Development Act</i> .	<ul style="list-style-type: none"> • No change
WHEREAS Canada and Ontario reaffirm their commitment to achieve full compliance with their labour mobility obligations under Chapter 7 of the Agreement on Internal Trade by April 1, 2009 in order to enable qualified workers of one part of Canada to have access to employment opportunities in any other part of Canada.		<ul style="list-style-type: none"> • Deleted
WHEREAS Ontario’s Minister of Training, Colleges and Universities is authorized to enter into this Agreement on behalf of Ontario pursuant to the general authority of the		<ul style="list-style-type: none"> • Deleted

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
Minister over the ministry pursuant to subsection 2(2) of Ontario's <i>Ministry of Training, Colleges and Universities Act</i> .		
<p>INTERPRETATION</p> <p>1. In this Agreement, unless the context requires otherwise,</p>	<p>INTERPRETATION</p> <p>1. In the Agreement, unless the context requires otherwise,</p>	<ul style="list-style-type: none"> •
<p>“Annual Plan” means the annual plan for a Fiscal Year developed by Ontario under subsection 22(2);</p>		<ul style="list-style-type: none"> • Deleted
	<p>“Agreement” means the Canada-Ontario Job Fund Agreement entered into between Canada and Ontario and any amending agreement entered into pursuant to section 41;</p>	<ul style="list-style-type: none"> • New clause
	<p>“Canada-Ontario Job Grant” means the Canada-Ontario Job Grant program delivered by Ontario and described in Annex 1;</p>	<ul style="list-style-type: none"> • New clause
	<p>“Canada-Ontario Labour Market Agreement” means the Canada-Ontario Labour Market Agreement entered into between Canada and Ontario on February 21, 2008;</p>	<ul style="list-style-type: none"> • New clause
<p>“Canada-Ontario Labour Market Development Agreement” (LMDA) means the Canada-Ontario Labour Market Development Agreement entered into</p>	<p>“Canada-Ontario Labour Market Development Agreement” means the Canada-Ontario Labour Market Development Agreement entered into between Canada</p>	<ul style="list-style-type: none"> • No change

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
between Canada and Ontario on November 23, 2005;	and Ontario on November 23, 2005;	
<p>“Designated Officials” means, for Canada, the Assistant Deputy Minister, Skills and Employment Branch, Department of Human Resources and Social Development or such other official of Canada as may be designated by the Minister of Human Resources and Social Development by notice in writing to Ontario, and for Ontario, the Assistant Deputy Minister, Employment and Training Division or such other official of Ontario as may be designated by the Minister of Training, Colleges and Universities by notice in writing to Canada;</p>	<p>“Designated Officials” means, for Canada, the Senior Assistant Deputy Minister, Skills and Employment Branch, Department of Employment and Social Development, or such other official of Canada as may be designated by the Minister of Employment and Social Development by notice in writing to Ontario, and for Ontario, the Assistant Deputy Minister, Strategic Policy and Programs, or such other official of Ontario as may be designated by the Minister of Training, Colleges and Universities by notice in writing to Canada;</p>	<ul style="list-style-type: none"> • No change, except for the names of the departments and titles of officials
<p>“Eligible Clients” means unemployed or low skilled workers described in section 9;</p>	<p>“Eligible Beneficiaries” means the eligible beneficiaries described in section 9;</p>	<ul style="list-style-type: none"> • “Clients” has now become “beneficiaries”; reference to unemployed or low skilled workers removed.
<p>“Eligible Costs” means the Program Assistance Costs and Program Administration Costs incurred by Ontario in providing assistance to Eligible Clients under Its Eligible Programs during the Period of the Agreement;</p>	<p>“Eligible Costs” means the following costs incurred by Ontario during the Period of the Agreement:</p> <p>(a) The costs of the financial assistance (i.e. the grant) provided by Ontario for Eligible</p>	<ul style="list-style-type: none"> • Now includes cost of Canada-Ontario Job Grant and the Ontario Employer-Sponsored Training • No substantive changes in the other clauses

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
<p>“Program Assistance Costs” means</p> <ul style="list-style-type: none"> (a) the costs of financial assistance provided by Ontario under its Eligible Programs directly to, or on behalf of, Eligible Clients, and (b) the costs of financial assistance or other payments provided by Ontario under its Eligible Programs to third party service providers for direct and indirect costs incurred by them, or as payment for services rendered by them, in relation to the provision of assistance to Eligible Clients under its Eligible Programs, 	<p>Employers under the Canada-Ontario Job Grant in respect of their Eligible Training Costs, as described in Annex 1; and</p> <ul style="list-style-type: none"> (b) The costs of financial assistance provided by Ontario under its Employer-Sponsored Training as described in section 7 (b); (c) The costs of financial assistance provided by Ontario under its Employment Services and Supports as described in section 7 (c): <ul style="list-style-type: none"> (i) Directly to or on behalf of Eligible Beneficiaries which may include, but are not limited to, loans, grants and living allowances; and (ii) The costs of financial assistance or other payments provided by Ontario under Employment Services and Supports to third party service providers as reimbursement for costs incurred by them, or as payment for services rendered by them, in relation to the provision of assistance to Eligible Beneficiaries under its Employment Services and Supports; (d) The administration costs incurred by Ontario in developing and administering 	

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
<p>“Program Administration Costs” means the direct and indirect internal operating costs incurred by Ontario in developing and administering the Eligible Programs;</p> <p>but do not include</p> <p>(i) payments of basic income support to an Eligible Client unless the payments are linked to active participation in an Eligible Program,</p> <p>(ii) payments to public or private training institutions for training infrastructure costs and curriculum development costs, unless those costs are related to the delivery of Eligible Programs, including training, to Eligible Clients.</p>	<p>the Eligible Programs.</p> <p>But do not include:</p> <p>(a) Basic income support to an Eligible Beneficiary unless the payments are linked to active participation in an Eligible Program;</p> <p>(b) The costs of financial assistance to public or private training institutions for training infrastructure costs or curriculum development costs unless these costs are directly related to the delivery of Eligible Programs.</p>	
<p>“Eligible Programs” means labour market programs and services provided by Ontario described in section 8;</p>	<p>“Eligible Programs” means labour market programs provided by Ontario described in section 7;</p>	<ul style="list-style-type: none"> • Refers only to labour market “programs” and not “services”
	<p>“Eligible Training Costs” means the training costs which may be reimbursed under the Canada-Ontario Job Grant as described in</p>	<ul style="list-style-type: none"> • New clause – refers to Canada-Ontario Job Grant

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
	Annex 1;	
	“Employer-Sponsored Training” means the Employer-Sponsored Training programs described in section 7 (b);	<ul style="list-style-type: none"> • New clause –refers to Employer Sponsored Training programs delivered by Ontario
	“Employment Insurance (EI) Act” means the <i>Employment Insurance Act</i> , SC 1996, chapter 23, as amended from time to time;	<ul style="list-style-type: none"> • New clause
<p>“Employment Insurance (EI) Client” means an unemployed individual who is eligible for assistance under a labour market program provided by Ontario that is:</p> <p>(a) similar to an employment benefit established by Canada pursuant to Part II of the <i>Employment Insurance Act</i>, and</p> <p>(b) funded by Canada under the Canada-Ontario LMDA;</p>	<p>“Employment Insurance (EI) Client” means an unemployed individual who is eligible for assistance under a labour market program provided by Ontario that is:</p> <p>(a) similar to an employment benefit established by Canada pursuant to Part II of the <i>Employment Insurance Act</i>, and</p> <p>(b) funded by Canada under the <i>Canada-Ontario Labour Market Development Agreement</i>;</p>	<ul style="list-style-type: none"> • No change
	“Employment Services and Supports” means the Employment Services and Supports programs described in section 7 (c);	<ul style="list-style-type: none"> • New clause
“Fiscal Year” means the period commencing April 1 of a calendar year and ending March 31 of the following calendar year;	“Fiscal Year” means the period commencing April 1 of a calendar year and ending March 31 of the following calendar year;	<ul style="list-style-type: none"> • No change
“LMA Management Committee” means the	“Joint Committee” means the committee	<ul style="list-style-type: none"> • No change – other than to name of

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
Committee established under section 28;	referred to under section 32;	committee
	<p>“Ontarians” means individuals living in Ontario who are</p> <p>(a) Canadian citizens; or</p> <p>(b) permanent residents; or</p> <p>(c) protected persons within the meaning of the <i>Immigration and Refugee Protection Act</i> (Canada) entitled to work in Canada;</p>	<ul style="list-style-type: none"> • New clause – replaces list of target groups
	“Parties” means Canada and Ontario;	<ul style="list-style-type: none"> • New clause
	“Party” means either Canada or Ontario;	<ul style="list-style-type: none"> • New clause
<p>“Minister of Human Resources and Social Development” is the style used to refer to Canada’s Minister of Human Resources and Skills Development and every reference in this Agreement to the Minister of Human Resources and Social Development shall be deemed to be a reference to the Minister of Human Resources and Skills Development;</p>		<ul style="list-style-type: none"> • Deleted
<p>“Period of the Agreement” means the period specified in section 30;</p>	<p>“Period of Agreement” means the period specified in section 34.</p>	<ul style="list-style-type: none"> • No Change
<p>PURPOSE</p> <p>2. The purpose of this Agreement is to set out</p> <p>(a) the shared vision of the parties, and the</p>	<p>PURPOSE</p> <p>2. The purpose of the Agreement is to set out:</p> <p>(a) The shared vision of the Parties, the goal</p>	<ul style="list-style-type: none"> • Includes reference to “goals of their investment” in (a). • Deletes clause regarding the service

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
<p>shared objectives and principles of the Agreement;</p> <p>(b) the roles and responsibilities of the parties in the labour market;</p> <p>(c) the general characteristics of the service delivery arrangements of Ontario in relation to this Agreement;</p> <p>(d) Ontario's Eligible Programs, the Eligible Clients of those programs, and the Eligible Costs of those programs for which the new investments provided by Canada to Ontario under this Agreement may be used;</p> <p>(e) the basis for calculating the amount of funding to be provided by Canada to Ontario each Fiscal Year during the Period of the Agreement; and</p> <p>(f) the accountability framework for the funding.</p>	<p>of their investments under the Canada-Ontario Job Fund, and the shared objectives and principles of the Agreement;</p> <p>(b) The roles and responsibilities of the Parties in the labour market;</p> <p>(c) The labour market programs of Ontario that are eligible for funding under the Agreement, the Eligible Beneficiaries of those programs, and the Eligible Costs of those programs for which the funding provided by Canada to Ontario under the Agreement may be used;</p> <p>(d) The amount of funding to be provided by Canada to Ontario each Fiscal Year during the Period of the Agreement;</p> <p>(e) The accountability framework for the funding; and,</p> <p>(f) The communications protocol for the Agreement.</p>	<p>delivery arrangements</p> <ul style="list-style-type: none"> • Sets the amount of funding rather than the formula for funding • New clause – communications protocol • No change – clauses (b), (c) and (e)
<p>VISION, OBJECTIVES AND PRINCIPLES</p> <p>3. Canada and Ontario share a common vision to create the best-educated, most-skilled and most flexible workforce in the</p>	<p>VISION AND OBJECTIVES</p> <p>3. Canada and Ontario share a common vision to create a strong, resilient and adaptable workforce with the skills needed to succeed</p>	<ul style="list-style-type: none"> • Deletes "Principles" • 2008 - best-educated, most-skilled and most flexible workforce in the world • 2014 - strong, resilient and adaptable

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
world.	in Canada's economy.	workforce to success in Canadian economy
<p>4. Canada and Ontario agree that the broad objectives of the Agreement are:</p> <p>Quantity - To increase the participation of Canadians and immigrants in the workforce to meet current and future labour requirements;</p> <p>Quality - To enhance the quality of skills; and</p> <p>Efficiency - To provide the information necessary to make informed labour market choices and to facilitate workforce mobility.</p>	<p>4. Canada and Ontario agree that the goal of their investments under the Agreement is to increase the participation of Ontarians in the labour force and help them develop the skills necessary to find and keep meaningful and long term employment.</p>	<ul style="list-style-type: none"> • Situates agreement in terms of investments rather than broad objectives • Deletes reference to immigrants • Deletes reference to quality of skills and efficiency (labour market information and mobility)
<p>5. Canada and Ontario agree that the implementation of this Agreement will be guided by the following principles:</p> <p>(a) Accessibility – access to comparable programs for EI Clients and clients who are not eligible for EI, to enhance the labour market participation of all Ontarians, particularly low-skilled workers and under-represented groups;</p> <p>(b) Effectiveness – effective programs that</p>	<p>5. Canada and Ontario agree to pursue the following objectives in order to achieve the goal of the investments:</p> <p>(a) Provide access to comparable programs for EI Clients and those not eligible for EI, to enhance the labour market participation of all Ontarians, particularly low-skilled workers and under-represented groups;</p> <p>(b) Encourage greater employer involvement in training to ensure that skills are better</p>	<ul style="list-style-type: none"> • Revised clause - No longer refers to “principles” but to the goals of the “investments” • No change – clause (a) – still refers to low-skilled and under-represented. • New clause – encourage employer involvement and skills alignment • New clause – making it easy to get the help to develop skills • New clause – demonstrate to the public

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
<p>draw on best practices from within Canada and abroad, respond to the needs of employers, and reflect local labour market conditions;</p> <p>(c) Quality Client-Centred Delivery – a coherent, integrated approach to providing client-focused programs</p> <p>(d) Fairness – principle-based arrangements with Ontario, respecting primary provincial responsibility for design and delivery of labour market programming to individuals; and</p> <p>(e) Efficiency – improving the efficiency of the national labour market and strengthening the economic union by facilitating adjustment and removing barriers to mobility.</p>	<p>aligned to job opportunities including addressing evolving labour market demands;</p> <p>(c) Make it as easy as possible for all Ontarians to get the help they need to develop the skills necessary to find and maintain employment; and</p> <p>(d) Demonstrate to the public that public investments are achieving the best possible results through increased labour market participation of Eligible Beneficiaries.</p>	<p>the value of the investments</p> <ul style="list-style-type: none"> • Deleted – reference to best practices and local labour market conditions • Deleted – quality client centred delivery • Deleted – principled based arrangements • Deleted – improving the national labour market and removing barriers to mobility
<p>ROLES AND RESPONSIBILITIES</p> <p>6. Canada and Ontario agree that Canada will continue to promote an efficient and integrated national labour market in support of the national economy, including the management of the Employment Insurance system. Canada also will continue to provide federal programs for Aboriginal</p>	<p>ROLES AND RESPONSIBILITIES</p> <p>6. (1) Canada and Ontario agree that Ontario has primary responsibility for the design and delivery of labour market programs in Ontario under the Agreement, including the Canada-Ontario Job Grant, based on Ontario’s labour-market needs.</p>	<ul style="list-style-type: none"> • New clause – recognition that Ontario has responsibility for design and delivery • Deleted – reference to promoting a national labour market and continued federal programs for Aboriginal peoples, youth, older workers and persons with disabilities.

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
peoples, youth, older workers and persons with disabilities.		
	(2) Canada and Ontario agree that program administration and management of the Agreement will be structured to minimize administrative burden for employers, Eligible Beneficiaries and others who would be participating in interventions supported through the Agreement.	<ul style="list-style-type: none"> • New clause – program administration must minimize burden for employers
7. Ontario will continue to offer a variety of labour market programs and services, including those programs and services for EI Clients funded through the Canada-Ontario LMDA.		<ul style="list-style-type: none"> • Deleted – reference to the LMDA
<p>ELIGIBLE PROGRAMS</p> <p>8. Ontario agrees to provide labour market programs to enhance the labour market participation of individuals by assisting them to prepare for entry to, or return to, employment or to otherwise obtain or keep employment or maintain skills for employment.</p>	<p>ELIGIBLE PROGRAMS</p> <p>7. The labour market programs of Ontario that are eligible for the purpose of the Agreement are:</p> <p>(a) The Canada-Ontario Job Grant, as described in Annex 1.</p> <p>(b) Other Employer-Sponsored Training provided by Ontario, or by a third-party on behalf of Ontario, such as apprenticeship supports, wage subsidies for on-the-job training and other</p>	<ul style="list-style-type: none"> • New clauses – specifying the nature of the programs to be funded. Three programs: Canada-Ontario Job Grant; Other Employer-Sponsored Training; and Employment Services and Supports provided by Ontario, or by a third-party • New clauses – other Employer Sponsored Training based on employers deciding who gets what type of training; training leads to a job; and employers make a contribution (cash or in-kind)

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
	<p>employer-sponsored approaches and incentives that meet the following principles:</p> <p>(i) Employers decide which Eligible Beneficiaries get training and what type of training is required;</p> <p>(ii) Training leads to an available job for Eligible Beneficiaries; and</p> <p>(iii) Employers contribute (financial or in-kind) to the training.</p> <p>(c) Employment Services and Supports provided by Ontario, or by a third-party on behalf of Ontario, to enhance the labour market participation of Eligible Beneficiaries by assisting them to prepare for entry to, or return to, employment or to otherwise obtain or keep employment or maintain skills for employment which may include, but are not limited to, programs that support the following activities:</p> <p>(i) Skills training, ranging from training in basic skills, such as literacy and numeracy, to advanced skills training;</p> <p>(ii) Incentives to support on-the-job training and workplace-based skills</p>	<ul style="list-style-type: none"> • New clause - Employment Services and Supports specifically outlines what's included; references to skills training, literacy, numeracy; incentives for on the job training; living supports; among others • Deleted – a more general clause about labour market programming

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
	upgrading; (iii) Group interventions and job readiness assistance; (iv) Financial supports and benefits such as loans, grants and living allowances; (v) Employment counselling and services; and (vi) Labour market connections such as services to facilitate matching supply and demand and services that promote and enhance labour market efficiency	
	8. Ontario agrees to begin the roll-out of the Canada-Ontario Job Grant as of July 1st, 2014 in accordance with Annex 1.	<ul style="list-style-type: none"> • New clause
ELIGIBLE CLIENTS 9. Ontario agrees to use the funding provided under this Agreement to provide assistance under its Eligible Programs to: (a) unemployed individuals who are not EI Clients, including but not limited to: i. social assistance recipients; ii. immigrants;	ELIGIBLE BENEFICIARIES 9 (1) Ontario agrees to use the funding provided under the Agreement to provide assistance under its Eligible Programs to Ontarians.	<ul style="list-style-type: none"> • New clause – removes specific references to target groups; refers to “Ontarians” • New clause – Employment Services and Supports gives priority to non-EI eligible and to low-skilled such as those who do not have a high school diploma or recognized certification or who have low levels of literacy and essential skills.

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
<ul style="list-style-type: none"> iii. persons with disabilities; iv. older workers; v. youth; vi. Aboriginal peoples; vii. new entrants and re-entrants to the labour market; and viii. unemployed individuals previously self-employed, and, 		<ul style="list-style-type: none"> • Deleted – specific reference to social assistance recipients, immigrants, persons with disabilities, older workers, youth, Aboriginal peoples, new entrants and re-entrants to the labour market; unemployed individuals previously self-employed
	<p>(2) Ontario agrees that the Canada-Ontario Job Grant will serve all Ontarians who meet program design priorities in each of the following three categories:</p> <ul style="list-style-type: none"> (a) Unemployed individuals who need training to obtain a job; (b) Under-employed individuals who need training for a better job; (c) Individuals who are employed but who need training for a better job. <p>For greater certainty employers may train individuals in their existing job.</p>	<ul style="list-style-type: none"> • New clause – Canada-Ontario Job Grant will serve the unemployed, the under-employed, and the employed. Employers can train individuals in their existing job.
(b) employed individuals who are low skilled, in particular, employed	(3) Ontario agrees that Eligible Programs funded under Employment Services and	<ul style="list-style-type: none"> • No change

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
<p>individuals who do not have a high school diploma or a recognized certification or who have low levels of literacy and essential skills.</p>	<p>Supports will give priority to Eligible Beneficiaries in the following two categories:</p> <p>(a) Unemployed individuals who are not EI Clients; and</p> <p>(b) Employed individuals who are low-skilled such as those who do not have a high school diploma or recognized certification or who have low levels of literacy and essential skills.</p>	
<p>10. Canada and Ontario agree that although Eligible Clients include Aboriginal peoples, Canada will continue to provide its own labour market programs for Aboriginal peoples. Canada and Ontario agree, through the LMA Management Committee, to better coordinate the delivery of their respective programs for Aboriginal peoples.</p>	<p>10. Canada and Ontario agree that although Eligible Beneficiaries include Aboriginal peoples, Canada will continue to provide its own labour market programs for Aboriginal peoples. Canada and Ontario agree, through the Joint Committee, to better coordinate the delivery of their respective programs for Aboriginal peoples.</p>	<ul style="list-style-type: none"> • No change
<p>11. Ontario will offer Eligible Programs to residents of Ontario. Ontario agrees not to place a minimum residency requirement on individuals seeking assistance under the Eligible Programs being funded under this Agreement.</p>	<p>11. Ontario agrees not to place a minimum residency requirement on individuals seeking assistance under the Eligible Programs being funded under the Agreement.</p>	<ul style="list-style-type: none"> • No change
<p>SERVICE DELIVERY ARRANGEMENTS</p>		<ul style="list-style-type: none"> • Deleted clause – references to service

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
<p>12. (1) Ontario agrees to provide the Eligible Programs through an integrated and client focused service delivery network. This network will provide a coordinated system for accessing the labour market programs of all ministries/agencies of Ontario by individuals regardless of their particular needs or barriers and <i>for</i> making appropriate linkages with educational and training institutions and third party service providers.</p>		<p>delivery removed</p>
<p>(2) Ontario agrees to ensure that its service delivery network continues to provide needs assessment, case management, tracking and reporting of progress through interventions and follow-up upon completion of interventions.</p>		<ul style="list-style-type: none"> Deleted clause – references to service delivery removed
<p>FINANCIAL PROVISIONS</p> <p>14. (1) Subject to the terms and conditions of this Agreement, in each Fiscal Year during the period beginning April 1, 2008 and ending March 31, 2014, Canada agrees to make a contribution to Ontario in respect of the Eligible Costs incurred in that Fiscal Year of an amount not exceeding the amount, rounded to the nearest thousand,</p>	<p>FINANCIAL PROVISIONS</p> <p>12 (1) Subject to the terms and conditions of the Agreement, Canada agrees to make a contribution to Ontario in respect of the Eligible Costs incurred in that Fiscal Year of an amount not exceeding the amount determined by the formula referred to in subsection (2).</p>	<ul style="list-style-type: none"> No change - formula for funding remains unchanged 2008 – Total LMA = \$500 million 2014 – Total Canada Job Fund = \$498.5 million

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
<p>determined by the formula</p> $F \times (K/L)$ <p>where</p> <p>F is \$500 million</p> <p>$K$ is the total population of Ontario for the Fiscal Year; and</p> <p>L is the total population of all provinces and territories for the Fiscal Year.</p>	<p>(2) For the purpose of subsection (1), the formula is</p> $F \times (K/L)$ <p>where</p> <p>F is \$498.5 million</p> <p>$K$ is the total population of Ontario for the Fiscal Year; and</p> <p>L is the total population of all provinces and territories for the Fiscal Year.</p>	
<p>(2) For the purposes of this section, the total population of Ontario for each Fiscal Year and the total population of all provinces and territories for that Fiscal Year are the respective populations as determined on the basis of the quarterly preliminary estimates of the respective populations on July 1 of that Fiscal Year released in September of that Fiscal Year by Statistics Canada.</p>	<p>(3) For the purposes of the formula in subsection (2), the population of Ontario for each Fiscal Year and the total population of all provinces and territories for that Fiscal Year are the respective populations as determined on the basis of the quarterly preliminary estimates of the respective populations on July 1 of that Fiscal Year released in September of that Fiscal Year by Statistics Canada.</p>	<ul style="list-style-type: none"> • No change
<p>(3) Based on the Statistics Canada quarterly preliminary estimates of the respective populations on July 1, 2007, the notional amount of Canada's maximum</p>	<p>(4) Based on the Statistics Canada quarterly preliminary estimates of the respective populations on July 1, 2013, the notional amount of Canada's maximum</p>	<ul style="list-style-type: none"> • No change

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
<p>contribution to Ontario in Fiscal Year 2008/09 is \$194,139,000. Canada will notify Ontario, as soon as possible following the release in September 2008 of the population estimates referred to in subsection (2), of the actual amount of the maximum contribution payable by Canada to Ontario in Fiscal Year 2008/09 as determined under the formula set out in subsection (1).</p>	<p>contribution to Ontario in Fiscal Year 2014/2015 is \$191,972,350. Canada will notify Ontario as soon as possible following the release in September 2014 of the population estimates referred to in subsection (3), of the actual amount of the maximum contribution payable by Canada to Ontario in Fiscal Year 2014/2015 as determined under the formula set out in subsection (2).</p>	
<p>(4) For Fiscal Year 2009/10 and each subsequent Fiscal Year during the period referred to in subsection (1), Canada will notify Ontario at the beginning of the Fiscal Year of the notional amount of its maximum contribution payable under subsection (1) in that Fiscal Year. The notional amount will be based on the Statistics Canada quarterly preliminary population estimates on July 1 of the preceding Fiscal Year. Canada will notify Ontario of the actual amount of its maximum contribution in each of those Fiscal Years, as determined under the formula set out in subsection (1), as soon as possible following the release in September of each year of the Statistics</p>	<p>(5) For Fiscal Year 2015/2016 and each subsequent Fiscal Year referred to in subsection (1), Canada will notify Ontario at the beginning of the Fiscal Year of the notional amount of its maximum contribution payable under subsection (1) in that Fiscal Year. The notional amount will be based on the Statistics Canada quarterly preliminary population estimates on July 1 of the preceding Fiscal Year. Canada will notify Ontario of the actual amount of its maximum contribution in each of those Fiscal Years, as determined under the formula set out in subsection (2), as soon as possible following the release in September of each year of the Statistics Canada</p>	<ul style="list-style-type: none"> • No change

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
Canada quarterly preliminary population estimates referred to in subsection (2).	quarterly preliminary population estimates referred to in subsection (3).	
	<p>13. Canada’s contribution in respect of Ontario’s administration costs referred to in paragraph (d) of the definition of “Eligible Costs” incurred in respect of Ontario’s Eligible Programs shall not exceed:</p> <p>(a) In Fiscal Years 2014/2015 and 2015/2016 an amount equal to 15 per cent of the maximum amount payable for those Fiscal Years;</p> <p>(b) For each of Fiscal Years 2016/2017 to 2019/2020, an amount equal to 10 per cent of the maximum amount payable for those Fiscal Years.</p>	<ul style="list-style-type: none"> • New clause – previously no limit on amount for administration. Now limited to 15 per cent of total transfer in the first two years and 10 per cent in subsequent years
<p>(5) Notwithstanding subsection (1), Canada may, subject to the approval of Canada’s Treasury Board,</p> <p>(a) permit Ontario to retain and carry forward to the next Fiscal Year, ending in 2013/14, the amount of any contribution paid to Ontario for a Fiscal Year under subsection (1) that is in excess of the amount of the Eligible Costs</p>	<p>14. (1) At the request of Ontario and subject to the approval of Canada’s Treasury Board, Ontario may retain and carry forward to the next Fiscal Year an amount representing five percent (5 per cent) of the amount of any contribution paid to Ontario for a Fiscal Year under section 12 and that is in excess of the amount of Eligible Costs actually incurred by Ontario in that Fiscal Year.</p>	<ul style="list-style-type: none"> • Revised clause – carry forward to next fiscal year limited to 5 per cent. Previously, no limit to carry forward.

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
<p>actually incurred by Ontario in that Fiscal Year, and use the amount carried forward for expenditures on Eligible Costs in the following Fiscal Year, and</p>		
<p>(b) re-profile the amount of any unpaid portion of Canada's maximum contribution payable to Ontario, as determined under subsection (1), from one Fiscal Year to the next Fiscal Year, ending in 2013/14, and add that reprofiled amount to the maximum amount payable to Ontario in subsequent Fiscal Year(s) over the period of the agreement.</p> <p>For greater certainty, any amount carried forward or re-profiled under this subsection is supplementary to the maximum amount payable to Ontario under subsection (1) of this Agreement in that following Fiscal Year.</p>	<p>(2) Ontario may only use the amount carried forward to the next Fiscal Year for expenditures on Eligible Costs incurred in that Fiscal Year.</p>	<ul style="list-style-type: none"> Revised clause – Carry forward is only for one year. previously carry forward was applied to life of agreement
<p>(6) All amounts carried forward or re-profiled and paid to Ontario, or both, pursuant to</p>	<p>(3) All amounts carried forward and paid to Ontario pursuant to subsection (1) must be</p>	<ul style="list-style-type: none"> Revised clause – slight wording revision regarding returning any unspent

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
<p>subsection (5) must be spent by March 31, 2014. Ontario is not entitled to retain any such carried forward or re-profiled amounts that remain unexpended after March 31, 2014 nor is it entitled to retain any balance of Canada's contribution for Fiscal Year 2013-14 paid pursuant to subsection (1) that remains unexpended at the end of that Fiscal Year. Such amounts are to be repaid to Canada in accordance with section 20.</p>	<p>spent by March 31, 2020 or, if the Agreement is terminated, under section 37, by the date of termination. Any unspent amounts after March 31, 2020 or, if the Agreement is terminated, under section 37 after the date of termination are considered debts due to Canada and shall be repaid promptly upon receipt of written notice to repay.</p>	<p>monies to Canada at the end of the agreement. Refers to both end of agreement and new condition of 'termination' of the agreement.</p>
<p>15. (1) Canada's contributions shall be used solely for defraying the Eligible Costs.</p>		<ul style="list-style-type: none"> Deleted
<p>(2) Ontario shall be responsible for expenditures on Eligible Costs incurred each Fiscal Year that are in excess of the amount of Canada's contribution in respect of that year under this Agreement.</p>		<ul style="list-style-type: none"> Deleted
<p>16. Any payment under this Agreement is subject to there being an appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.</p>	<p>15. Any payment by Canada under the Agreement is subject to there being an appropriation of funds by the Parliament of Canada for the Fiscal Year in which the payment is to be made.</p>	<ul style="list-style-type: none"> No change
	<p>16. (1) To support the objectives of the Agreement as set out in sections 3, 4 and 5, Ontario agrees to make a total government</p>	<ul style="list-style-type: none"> New clause – provincial spending on the Canada-Ontario Job Grant. 15 per cent in year one (85 per cent program costs

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
	<p>investment for costs related to the Canada-Ontario Job Grant in an amount that is:</p> <p>(a) In Fiscal Year 2014/2015, equivalent to at least 15 percent of Canada’s maximum contribution, as determined under section 12, allocated as follows:</p> <p>(i) A minimum of 85 per cent toward costs of financial assistance referred to in paragraph (a) of the definition of “Eligible Costs”, and</p> <p>(ii) Up to 15 per cent toward administration costs referred to in paragraph (d) of the definition of “Eligible Costs”;</p> <p>(b) In Fiscal Year 2015/2016, equivalent to at least 30 per cent of Canada’s maximum contribution, as determined under section 12, allocated as follows:</p> <p>(i) A minimum of 85 per cent toward costs of financial assistance referred to in paragraph (a) of the definition of “Eligible Costs”, and</p> <p>(ii) Up to 15 per cent toward administration costs referred to in paragraph (d) of the definition of “Eligible</p>	<p>and 15 per cent admin costs); 30 per cent in year two (85 per cent program costs and 15 per cent admin costs); 45 per cent in year three (90 per cent program costs and 10 per cent admin costs); 60 per cent in years four, five and six (90 per cent program costs and 10 per cent admin costs).</p>

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
	<p>Costs”;</p> <p>(c) In Fiscal Year 2016/2017, equivalent to at least 45 per cent of Canada’s maximum contribution , as determined under section 12 allocated as follows:</p> <p>(i) A minimum of 90 per cent toward costs of financial assistance referred to in paragraph (a) of the definition of “Eligible Costs”, and</p> <p>(ii) Up to 10 per cent toward administration costs referred to in paragraph (d) of the definition of “Eligible Costs”;</p> <p>(d) In each of Fiscal Years 2017/2018, 2018/019 and 2019/2020, equivalent to at least 60 per cent of Canada’s maximum contribution as determined under section 12 allocated as follows:</p> <p>(i) A minimum of 90 per cent toward costs of financial assistance referred to in paragraph (a) of the definition of “Eligible Costs”, and</p> <p>(ii) Up to 10 per cent toward administration costs referred to in paragraph (d) of the definition of “Eligible</p>	

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
	Costs.”	
	<p>(2) As described in section 6 of Annex 1, Ontario agrees to ensure that, in respect of each Fiscal Year during the Period of the Agreement, the total investment of Eligible Employers is equal to or greater than 50 per cent of the total government investments under subsection (1) toward costs of financial assistance under the Canada-Ontario Job Grant for that Fiscal Year.</p> <p>(a) For greater certainty, and in accordance with Annex 1 section 6(2) (b), Eligible Employers with 50 employees or fewer that contribute to the Canada-Ontario Job Grant through a combination of direct training costs and wages or wage replacement, will be considered to have made an investment that is equal to or greater than 50 per cent of the Eligible Training Costs counted toward the total government investment.</p>	<ul style="list-style-type: none"> • New clause – province must ensure that employers’ contributions are 50% of the above amounts. • New clause – employers with 50 employees or less are able to use a combination of cash and in-kind.
	(3) The total government investments toward the Canada-Ontario Job Grant for a Fiscal Year as described in subsection (1) may be funded from:	<ul style="list-style-type: none"> • New clause – funds for the Canada-Ontario Job Grant may come from the annual federal transfer, and/or provincial and/or LMMA funds as long

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
	<p>(a) Canada’s contribution under the Agreement for Eligible Costs related to the Canada-Ontario Job Grant;</p> <p>(b) Ontario’s own general revenues; and</p> <p>(c) Funds provided to Ontario by Canada under the Canada-Ontario Labour Market Development Agreement entered into pursuant to Part II of the <i>Employment Insurance Act</i>, provided they are used in a manner that is in accordance with the parameters of the Canada-Ontario Job Grant described in Annex 1. For greater certainty, only the funds used to pay for Eligible Training Costs as defined in the Agreement are to be considered for the purpose of subsection (1).</p>	<p>as the terms of the Job Grant are followed and funds spent on “Eligible Training Costs”</p>
	<p>(4) Where Ontario’s investments toward the Canada-Ontario Job Grant are sourced from funds described in subparagraph (3)(c), Canada and Ontario recognize that, for the purposes of the Canada-Ontario Job Grant, Ontario can choose to use the Research and Innovation measure under the Canada-Ontario Labour Market</p>	<ul style="list-style-type: none"> • New clause – if funds come from the LMDA, they should come out of the Research and Innovation measure.

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
	Development Agreement for the Period of the Agreement.	
	(5) Further, to the extent that Ontario utilizes funds described in subsections (3)(b) or (3)(c) for the purposes of the Canada-Ontario Job Grant, Ontario will continue to be paid the maximum amount of Canada's contribution as determined under section 12 and subject to the terms of the Agreement.	<ul style="list-style-type: none"> • New clause – Canada will pay up to the maximum contribution as long as the province meets the spending targets
	(6) Nothing in the Agreement modifies or in any way amends the Canada-Ontario Labour Market Development Agreement and any amount of Canada's contribution payable to Ontario under that Agreement continues to be subject to the terms and conditions set out therein.	<ul style="list-style-type: none"> • New clause – nothing in this agreement changes the LMDA •
	(7) In the event total expenditures incurred by Ontario in respect of Eligible Costs under the Canada-Ontario Job Grant in a Fiscal Year are lower than the minimum total government investments required for that Fiscal Year under subsection (1), or the total employer contribution in a Fiscal Year is less than fifty percent (50 per cent) of the total government investments for that	<ul style="list-style-type: none"> • New clause – if the provincial spending does not meet targets or if employers' contributions are less than 50 per cent, the amount of funding will be reduced

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
	<p>year, Canada's maximum contribution under section 12 for the next Fiscal Year is reduced by an amount representing the sum of:</p> <ul style="list-style-type: none"> i. the difference between the amount of the total government investments required for the preceding Fiscal Year under subsection (1) and the actual expenses of Ontario towards Eligible Costs related to the Canada-Ontario Job Grant for the preceding Fiscal Year; and ii. the difference between the amount of the total employer contribution required for the preceding Fiscal Year under subsection (2) and the actual total employer contribution toward Eligible Training Costs for the preceding Fiscal Year. <p>The above sum is to be reduced by the amount carried-forward under section 14 from the preceding Fiscal Year and the total amount incurred by Ontario in respect of administration costs in the preceding Fiscal Year in accordance with subsection (1).</p>	

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
	<p>(8) In year one of the Agreement, Ontario will monitor employer take-up of the Canada-Ontario Job Grant. Should this monitoring show underspending on the Canada-Ontario Job Grant as a result of low employer take-up in year one, Canada agrees to have discussions with Ontario on this issue and the carry-forward of unspent funds.</p>	<ul style="list-style-type: none"> • New clause – province will monitor take-up of Job Grant. If take-up is low, discussions will take place about the issue and carry forward amounts
	<p>17. (1) Beginning in 2017-18, Ontario agrees to allocate and use for costs referred to in subsection (b) of the definition of “Eligible Costs” (i.e. Costs related to Employer-Sponsored Training) an amount representing a minimum of 40 per cent of Canada’s maximum contribution for the Fiscal Year as determined under section 12. Any amount allocated and used for costs related to the Canada-Ontario Job Grant using funds provided under the Agreement is counted toward the minimum allocation toward costs of Employer-Sponsored Training.</p> <p>a. In the event total expenditures incurred by Ontario in respect of Employer-Sponsored Training in a Fiscal Year are lower than the minimum allocation required for that Fiscal Year under</p>	<ul style="list-style-type: none"> • New clause – in year 4, a minimum of 40% must be spent on employer sponsored training. spending on the Job Grant can be used to make this minimum • New clause – underspending will result in reduction of federal transfers

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
	<p>subsection (1), Canada’s maximum contribution under section 12 for the next Fiscal Year is reduced by an amount representing the difference between the amount of the minimum allocation for the preceding Fiscal Year under subsection (1) and the actual expenses of Ontario related to Eligible Costs toward Employer-Sponsored Training for the preceding year.</p>	
<p>19. (1) Subject to subsection (2), Ontario agrees and undertakes that the funding provided by Canada under this Agreement shall not displace the normal funding level for Ontario’s existing labour market programs to enhance the labour market participation of the unemployed and low skilled employed referred to in section 9 of this Agreement but that such funding shall be used to support incremental labour market programs for Eligible Clients.</p>		<ul style="list-style-type: none"> Deleted clause – removes anti-displacement provisions
<p>(2) The undertaking in subsection (1) is not to be construed as preventing Ontario from shifting resources between labour market programs or from applying government-wide measures to control expenditures. Ontario agrees that in the</p>		<ul style="list-style-type: none"> Deleted clause – removes certainty that Ontario cannot target JFA programs in the name of expenditure control

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
<p>event of an expenditure control exercise, it would not specifically target programs funded under this Agreement.</p>		
<p>(3) By no later than October 1 following the end of each Fiscal Year during the Period of the Agreement, Ontario agrees to provide Canada with a report by an independent auditor that Ontario has complied, in all material respects, with the requirements in subsections (1) and (2).</p>		<ul style="list-style-type: none"> Deleted clause – an audited statement to verify two previous clauses is not required
	<p>18. (1) Ontario may allocate and use toward costs referred to in subparagraph (c) of the definition of “Eligible Costs” (i.e. Costs related to Employment Services and Supports) the amount of Canada’s maximum contribution as determined in section 12 that is not invested towards Eligible Costs related to the Canada-Ontario Job Grant and Employer-Sponsored Training in accordance with sections 16 and 17.</p>	<ul style="list-style-type: none"> New clause – any funds not used for the Job Grant may be used for Employment Services and Supports
	<p>(2) In Fiscal Years 2014/2015 to 2016/2017 inclusive, Ontario may allocate and use up to one hundred percent (100 per cent) of Canada’s maximum contribution toward these Eligible Costs. However,</p>	<ul style="list-style-type: none"> New clause – in first two years, 100 per cent of federal funds can be used for this purpose; afterwards, it is limited to 60 per cent.

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
	beginning in 2017/2018 and for each fiscal year thereafter during the Period of the Agreement, Ontario may only allocate and use a maximum of sixty percent (60 per cent) of Canada's maximum contribution for the Fiscal Year toward these costs.	
17. (1) Canada will make payments of its annual contribution in respect of Ontario's Eligible Costs in two instalments each Fiscal Year. The first instalment will be paid on or about June 15 of each Fiscal Year and the second instalment will be paid on or about November 15.	19. (1) Canada will make payments of its annual contribution as determined under section 12 in two installments each Fiscal Year. The first installment will be paid on or about June 15 of each Fiscal Year and the second installment will be paid on or about November 15 of each Fiscal Year.	<ul style="list-style-type: none"> • No change
(2) The amount of the first instalment will be an amount equal to 50 per cent of Ontario's projected expenditures on its Eligible Costs for the Fiscal Year, as set out in its Annual Plan for the year.	(2) The amount of the first installment will be an amount equal to 50 per cent of the notional amount of Canada's maximum contribution to Ontario for the Fiscal Year.	<ul style="list-style-type: none"> • No change
(3) The amount of the second instalment will be an amount equal to the remainder of Ontario's projected expenditures on its Eligible Costs for the Fiscal Year as provided in its Annual Plan and adjusted, if necessary, to reflect the change between the notional and actual	(3) The amount of the second installment will be an amount equal to the balance of Canada's maximum contribution to Ontario for the Fiscal Year based on the actual amount of the contribution determined under section 12 for the Fiscal Year less any applicable reduction	<ul style="list-style-type: none"> • No change

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
<p>maximum contribution amounts once the actual amount of the maximum contribution has been determined according to subsection 14(2).</p>	<p>of Canada's total contribution for the Fiscal Year as provided under subsections 16 (7) and 17 (2).</p>	
	<p>(4) Despite subsection (3), for Fiscal Years 2015/2016 and 2016/2017, the amount of the second installment will not be reduced by the amount determined under subparagraph 16 (7). Instead, the amount of the reduction in each of those Fiscal Years will be considered a debt due to Canada to be repaid no later than March 31, 2016 in respect of the amount due for Fiscal Year 2014/2015 and March 31, 2017 in respect of the amount due for Fiscal Year 2015/2016, unless determined otherwise by Canada before those dates as a result of the Year 2 review referred to in section 31.</p>	<ul style="list-style-type: none"> • New clause – provinces will not have shortfalls in Job Grant 'minimum' expenditures taken off second installments, but rather these shortfalls will be a 'debt due' to Canada and repayable at the end of the following fiscal year.
<p>18. If Ontario has failed to provide its annual audited financial statement, as required under section 23, for any Fiscal Year during the Period of the Agreement, Canada shall withhold payment of the second instalment of its contribution for the following Fiscal Year until such time as Ontario provides the</p>	<p>20. Canada shall withhold payment of its contribution if Ontario has failed to provide its annual audited financial statement for a Fiscal Year in accordance with section 26 until such time as the annual audited statement is provided.</p>	<ul style="list-style-type: none"> • No change

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
financial statement.		
20. Ontario shall repay to Canada any amounts paid to Ontario in excess of the amount to which Ontario is entitled under the Agreement. Such amounts are debts due to Canada and shall be repaid promptly upon receipt of written notice to repay.	21. In the event payments made to Ontario exceed the amount to which Ontario is entitled under the Agreement, the amount of the excess is a debt due to Canada and shall be promptly repaid to Canada upon receipt of notice to do so and within the period specified in the notice.	<ul style="list-style-type: none"> • No change
13. (1) In developing and delivering its Eligible Programs, Ontario agrees to continue to take into account the needs of the French-language community in Ontario.	<p>LANGUAGES OF SERVICES</p> <p>22. In developing and delivering its Eligible Programs, Ontario agrees to continue to take into account the needs of official language minority communities in Ontario.</p>	<ul style="list-style-type: none"> • Revised clause – refers to “official language minority communities” rather than “French-language community”
(3) Ontario also agrees to ensure that where there is a significant demand for services or for assistance under the Eligible Programs in either official language, individuals can obtain such services or assistance in that official language. In determining the areas of Ontario where there would be considered to be a “significant demand,” Ontario agrees to use as a guideline the criteria for determining what constitutes “significant demand” for communications with, and services from, an office of a federal	23. Ontario also agrees to ensure that where there is a significant demand for services or for assistance under the Eligible Programs in French, individuals can obtain such services or assistance in that language. Ontario agrees to either use the criteria for determining what constitutes “significant demand” for communications with, and services from, an office of a federal institution as set out in the Official Languages Regulations made pursuant to <i>Canada’s Official Languages Act</i> , or the areas designated in the Schedule to the <i>Ontario French Language Services Act</i> .	<ul style="list-style-type: none"> • Revised clause – adds an Ontario Act to the criteria of what constitute “significant demand” for French language services.

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
<p>institution as set out in the <i>Official Languages Regulations</i> made pursuant to <i>Canada's Official Languages Act</i>.</p>	<p>For areas that, as of the effective date of the Agreement, receive service and assistance in French, Ontario will continue to consider these as areas of "significant demand," thereby ensuring no reduction in service.</p>	
<p>ACCOUNTABILITY FRAMEWORK</p> <p>21. Canada and Ontario agree to an accountability framework consisting of the following components:</p> <ul style="list-style-type: none"> (i) planning; (ii) financial reporting; (iii) performance measurement; (iv) public reporting; and (v) evaluation 	<p>ACCOUNTABILITY FRAMEWORK</p> <p>24. Canada and Ontario agree to an accountability framework for the funding provided under the Agreement consisting of the following components:</p> <ul style="list-style-type: none"> (i) Planning; (ii) Financial reporting; (iii) Performance measurement; (iv) Public reporting; and, (v) Evaluation. 	<ul style="list-style-type: none"> • No change
<p>22. (1) For realizing the vision and achieving the objectives of this Agreement, Ontario agrees that the implementation of this Agreement will be guided by the multi-year plan set out in Annex 1. This multi-year plan will be subject to the subsequent Annual Plans prepared by Ontario as described in subsection (2).</p>		<ul style="list-style-type: none"> • Deleted – no requirement for a multi-year plan
<p>(2) Prior to the beginning of Fiscal Year</p>	<p>25. (1) Prior to July 1, 2014 and prior to the</p>	<ul style="list-style-type: none"> • Revised clause – annual report is no

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
<p>2008/09 and prior to the beginning of each subsequent Fiscal Year during the Period of Agreement, Ontario agrees to develop and share for information with the Government of Canada an Annual Plan relating to Its Eligible Programs and make it public by October 1. The annual plan shall include:</p> <p>(a) an environmental scan that provides a profile of the current labour market challenges in Ontario;</p> <p>(b) a description of the Eligible Clients who are to be targeted as priorities in the coming year;</p> <p>(c) a description of the priority areas for programming and intended objectives;</p> <p>(d) a brief description of the Eligible Programs, planned activities and projected expenditures for the coming year by priority area that are attributable to funding provided under this Agreement;</p> <p>(e) the results expected for the planned activities referred to in paragraph (d);</p>	<p>spring meeting of the Joint Committee established under section 32 of the Agreement in each subsequent Fiscal Year during the Period of the Agreement, Ontario agrees to provide to the Joint Committee the following information:</p> <p>(a) An environmental scan that provides a profile of the current labour market challenges in Ontario;</p> <p>(b) A description of the consultation processes referred to in subsection (2), the type of groups consulted and annual priorities related to stakeholder feedback;</p> <p>(c) Annual priorities for the Canada-Ontario Job Grant and other Eligible Programs to be funded under the Agreement;</p> <p>(d) A brief description of the planned activities, projected expenditures and expected results of the Canada-Ontario Job Grant and the Eligible Programs that Ontario intends to fund under the Agreement; beginning in the 2017-18 Fiscal Year, this will include a description of programs being considered in accordance with Employer-Sponsored Training provisions.</p>	<p>longer required to be made public – only to be submitted to Joint Committee in the spring.</p> <ul style="list-style-type: none"> • No change – requires an annual plan with an environmental scan; annual priorities; description of activities, expenditures and results and description of consultation • Revised clause – no longer required to describe priority clients

2008 Labour Market Agreement (LMA)	2014 Job Fund Agreement (JFA)	Comments
<p>and</p> <p>(f) a description of the consultation process referred to in subsection (3) and the types of groups consulted.</p>		
<p>(3) In developing each Annual Plan referred to in subsection (2), Ontario agrees to consult with stakeholders, including business and labour representatives, community organizations and representatives of the French-language community in Ontario.</p>	<p>(2) Ontario agrees to undertake a formal process to engage employers and other stakeholders, including labour representatives, community organizations and representatives of the French language minority communities in Ontario to determine priorities for the Eligible Programs and obtain information referred to in subsection (1).</p>	<ul style="list-style-type: none"> Revised clause – consultation is to be a “formal process” regarding priorities and information required for the annual report
<p>23. (1) By no later than October 1 following the end of each Fiscal Year during the Period of the Agreement, Ontario shall provide Canada with an audited financial statement of revenues received from Canada under this Agreement during the Fiscal Year and the Eligible Costs incurred by Ontario in relation to the Eligible Programs.</p>	<p>26. (1) By no later than October 1 following the end of the previous Fiscal Year during the Period of the Agreement, Ontario shall provide Canada with an audited financial statement of revenues received from Canada under the Agreement during the Fiscal Year and the Eligible Costs incurred by Ontario in relation to the Eligible Programs.</p>	<ul style="list-style-type: none"> No change
	<p>(2) The revenue section of the statement referred to in subsection (1) shall show the amount received from Canada under the Agreement during the Fiscal Year.</p>	<ul style="list-style-type: none"> New clause

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	<p>(3) The financial statement referred to in subsection (1) shall show:</p> <p>(a) The Eligible Costs described in paragraph (a) of the definition of “Eligible Costs” incurred in respect of the Canada-Ontario Job Grant during the Fiscal Year, disaggregated by funding source;</p> <p>(b) The Eligible Costs described in paragraph (b) of the definition of “Eligible Costs” incurred during the Fiscal Year, disaggregated by Ontario program;</p> <p>(c) The Eligible Costs described in paragraph (c) of the definition of “Eligible Costs” incurred during the Fiscal Year, disaggregated by Ontario program;</p> <p>(d) The Eligible Costs described in paragraph (d) of the definition of “Eligible Costs” incurred during the Fiscal Year;</p> <p>(e) The total amount of eligible contributions from Eligible Employers to the Canada-Ontario Job Grant</p>	<ul style="list-style-type: none"> • New clause – related to Job Grant and employer contributions

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	<p>during the Fiscal Year;</p> <p>(f) If applicable, the amount of any surplus funds that are to be repaid to Canada under sections 14 and 21 of the Agreement; and</p> <p>(g) If applicable, the reduction to the amount of Canada's maximum contribution for the current fiscal year resulting from the application of sections 16 and 17.</p>	
<p>23. (1) The financial statement shall be prepared in accordance with Canadian Generally Accepted Accounting Principles and shall show the Program Assistance Costs incurred in respect of each Eligible Program during the Fiscal Year, the total Program Administration Costs incurred during the Fiscal Year and, if applicable, the amount of any surplus funds being carried forward to the next Fiscal Year pursuant to subsection 14(5).</p> <p>(4) The audit shall be performed by the Auditor-General of Ontario or his/her designate and shall be conducted in accordance with Canadian Generally</p>	<p>(4) The financial statement shall be prepared in accordance with Canadian Generally Accepted Accounting Principles and the audit shall be performed by the Ontario Auditor-General or his/her designate, or by an independent public accounting firm registered under the laws of Ontario and shall be conducted in accordance with Canadian Generally Accepted Auditing Standards.</p>	<ul style="list-style-type: none"> • No change

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Accepted Auditing Standards.		
24. (1) In order to measure performance of the Eligible Programs, Ontario agrees to collect and compile, in accordance with Annex 2, the performance indicator information set out in Annex 2 about the Eligible Clients, the type of interventions provided under the Eligible Programs and the outcomes of the interventions. For clarification purposes, the parties agree that no personal information will be provided by Ontario to Canada.	27. (1) Ontario agrees to collect and compile in accordance with Annex 2, the performance indicator information set out in that Annex.	<ul style="list-style-type: none"> • In essence no change, other than employer satisfaction.
(2) Ontario agrees to provide to Canada the information referred to in subsection (1) which it has collected or compiled each Fiscal Year during the Period of the Agreement no later than five months following the end of that Fiscal Year. The information shall be provided in the format and manner decided jointly by Canada and Ontario.	(2) Ontario agrees to provide to Canada the information referred to in subsection (1) no later than October 1 following the end of each Fiscal Year. The information shall be provided in the format and manner decided jointly by Canada and Ontario. For greater certainty, no personal information will be shared by Ontario with Canada.	<ul style="list-style-type: none"> • Revised clause – no change in timing of the report; but states that no personal information will be shared.
25. (1) Canada and Ontario agree on the importance of reporting to the public on results achieved under this Agreement.	28. (1) Canada and Ontario recognize the importance of reporting to the public on results achieved under the Agreement.	<ul style="list-style-type: none"> • No change
(2) By no later than October 1 following the	(2) By no later than October 1 following the	<ul style="list-style-type: none"> • No change to requirement to report to

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<p>end of each Fiscal Year during the Period of the Agreement, Ontario agrees to report to the people of Ontario on the results of the Eligible Programs achieved in the Fiscal Year. The report shall show separately the results attributable to the funding provided by Canada under this Agreement.</p>	<p>end of each Fiscal Year during the Period of the Agreement, Ontario agrees to:</p> <p>(a) Report to the people of Ontario on the results of the Eligible Programs achieved in the Fiscal Year. The report shall show separately the results attributable to the funding provided by Canada under the Agreement.</p> <p>(b) Provide to Canada an Annual Report in the format and manner decided jointly by Canada and Ontario which shall include:</p> <p>i. A description of the employer and stakeholder (including Official Language minority communities) consultation processes undertaken during the Fiscal Year and associated priorities for Eligible Programs;</p> <p>ii. A brief description of the activities, expenditures and results of the Canada- Ontario Job Grant and other Eligible Programs that Ontario funded under the Agreement, including a description of programs delivered as part of the Employer-</p>	<p>the public annually</p> <ul style="list-style-type: none"> • New clause- detailed list of items for Annual Report to be given to Canada (no mention of whether this is to be public). Includes consultations, activities and results, and, among other items, results of evaluations.

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	<p>Sponsored Training;</p> <p>iii. Results achieved for the Eligible Programs according to the performance indicator information referred to in section 27 for the Fiscal Year;</p> <p>iv. A copy of the audited financial statement referred to in section 26 for the Fiscal Year; and</p> <p>v. Any additional results of evaluation activities undertaken in the Fiscal Year related to Eligible Programs, as available.</p>	
	<p>29. (1) Ontario agrees to provide the following information to Canada monthly for Grant recipients: name and contact information of the business or organization benefitting from the Grant, the training institution and the type of training being provided. This information is to be provided in the month following Ontario's approval of the recipient's Grant request.</p>	<ul style="list-style-type: none"> • New clause – detailed information about the Grant recipients to be provided to the federal government.
	<p>(2) The Parties agree that following the signing of the Agreement, an Information Sharing Agreement will be established, by</p>	<ul style="list-style-type: none"> • New clause - privacy provisions regarding personal information

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	Designated Officials, and in a manner that meets the security and privacy requirements for the protection of personal information for both Parties. No information from employers directly or indirectly identifying individuals will be forwarded from Ontario to Canada until such an Agreement has come into force.	
(3) Following the end of each Fiscal Year during the Period of the Agreement, Canada will report annually to Canadians on the aggregate results of the labour market agreements with provinces and territories based on the performance indicator information set out in Annex 2 collected and compiled by all provinces and territories and provided to Canada.		<ul style="list-style-type: none"> Deleted – no requirement for Canada to create a national report
<p>EVALUATION</p> <p>26. (1) Ontario agrees to carry out an evaluation of the impact and effectiveness of the Eligible Programs and the funding provided in relation thereto under this Agreement. The evaluation shall cover the period April 1, 2008 to March 31, 2012 and shall be completed by March 31, 2013.</p>	<p>EVALUATION</p> <p>30. (1) Ontario agrees to undertake an evaluation of the impact and effectiveness of the Eligible Programs and the funding provided in relation thereto under the Agreement. The evaluation shall cover the period from April 1, 2014 to March 31, 2017 and shall be completed by March 31, 2018.</p>	<ul style="list-style-type: none"> No change

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<p>(2) In carrying out the evaluation under subsection (1), Ontario shall:</p> <p>(a) develop an evaluation framework that adheres to commonly accepted evaluation practices and methodologies;</p> <p>(b) submit the evaluation design or framework for review and recommendations by an independent third party external evaluator selected by Ontario</p>	<p>(2) Ontario shall develop an evaluation framework within six months of Ontario receiving its first instalment of Canada's contribution during the 2014-2015 Fiscal Year. This framework will:</p> <p>(b) Adhere to commonly accepted evaluation practices and methodologies; and,</p> <p>(c) Be reviewed through a rigorous internal review process by evaluators who are independent from program and policy.</p>	<ul style="list-style-type: none"> Revised clause – evaluation framework to be developed within six months of first instalment; framework to be internally reviewed – previously reviewed by external evaluator
<p>(c) before the evaluation is conducted, share the design or framework with Canada for information and discussion by the LMA Management Committee;</p> <p>(d) after the findings are obtained, submit the evaluation report to an independent third party external evaluator, selected by Ontario, for review before it is finalized; and</p> <p>(e) provide a copy of the evaluation report to Canada by no later than June 30, 2013.</p>	<p>(3) In carrying out the evaluation under subsection (1), Ontario shall:</p> <p>(a) Before the evaluation is conducted, share the design of the framework with Canada for information and discussion by the Joint Committee;</p> <p>(b) After the findings are obtained, conduct an extensive internal review as well as independent third party review, if required, before it is finalized; and</p> <p>(c) Provide a copy of the evaluation report to Canada by no later than June 30,</p>	<ul style="list-style-type: none"> Revised clause – requires internal review of the evaluation in addition to previous requirement for an external review

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	2018.	
	(4) The cost of the evaluation will be the responsibility of Ontario.	<ul style="list-style-type: none"> • New clause – cost of evaluation is the province’s
	(5) For greater certainty, costs incurred by Ontario to conduct evaluation activities are Eligible Costs	<ul style="list-style-type: none"> • New clause – evaluation costs are “Eligible Costs”
<p>YEAR 2 REVIEW</p> <p>27. Canada and Ontario agree to design and conduct a joint Year 2 Review of the implementation of the Agreement that will be conducted in Fiscal Year 2009/10 and completed in 2010/11. The purpose of the Year 2 Review will be to ensure that both Parties are properly implementing the provisions of this Agreement and to inform potential improvements to this Agreement</p>	<p>REVIEW OF CANADA JOB GRANT BY FORUM OF LABOUR MARKET MINISTERS (FLMM)</p> <p>31. (1) A review of the Canada Job Grant will be undertaken in Year 2 of the Agreement. The review will examine various aspects of implementation, including employer take-up and phase-in, and report back to members of the Forum of Labour Market Ministers by the end of the 2015 calendar year to allow time to make adjustments, if necessary. The review in Ontario will also consider evidence of incremental training funded by the Canada-Ontario Job Grant, the return on public investment of the Canada-Ontario Job Grant, and the impacts on various types of trainees of benefitting from the Canada-Ontario Job Grant.</p>	<ul style="list-style-type: none"> • Revised clause – Year 2 review will focus on Job Grant; review to be submitted to FLMM; and indicators to be reviewed.
	(2) The Government of Canada and provinces and territories will jointly develop the	<ul style="list-style-type: none"> • New clause – detailed list of items to be included in the jointly developed terms

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	terms of reference for the review, including but not limited to: <ol style="list-style-type: none"> 1. Purpose and objective; 2. Areas to be assessed; 3. Timelines; 4. Roles and responsibilities; 5. Funding; and, 6. Communications protocol 	of reference.
	(a) For greater certainty, Ontario contributions to the cost of conducting this review are Eligible Costs.	<ul style="list-style-type: none"> • New clause
LABOUR MARKET AGREEMENT (LMA) MANAGEMENT COMMITTEE 28. (1) Canada and Ontario agree to establish a Canada-Ontario LMA Management Committee.	JOINT COMMITTEE 1. (1) Canada and Ontario agree to maintain the Canada-Ontario Joint Committee established under the 2008 Canada-Ontario Labour Market Agreement.	<ul style="list-style-type: none"> • No change
(2) The LMA Management Committee will be co-chaired by the Designated Officials of the Parties and will meet at least twice annually or as agreed to by the co-chairs. The co-chairs can invite representatives from other agencies, departments or ministries to participate in Committee meetings as deemed appropriate. Where	(2) The Joint Committee will be co-chaired by the Designated Officials and will meet at least twice annually or as agreed to by the co-chairs. The co-chairs can invite representatives from other agencies, departments or ministries to participate in Joint Committee meetings as deemed	<ul style="list-style-type: none"> • Revised clause – deletes mention of joint meetings with the LMDA management committee

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appropriate, the parties agree to schedule meetings of the LMA Management Committee to take place in conjunction with meetings of the Canada-Ontario LMDA Management Committee.	appropriate.	
(3) The Regional Executive Head of Service Canada will be represented on the LMA Management Committee.	(3) The Executive Head of Service Management will be represented on the Joint Committee.	<ul style="list-style-type: none"> Revised clause – “Service Management” will be on committee rather than “Service Canada”
<p>(4) The role of the LMA Management Committee includes, but is not limited to:</p> <ul style="list-style-type: none"> (a) overseeing the overall implementation and management of the Agreement; (b) designing and conducting the Year 2 review referred to in section 27; (c) discussing the evaluation framework referred to in section 26 (2); (d) discussing Ontario’s Annual Plans; (e) maintaining linkages with the planning processes under the Canada-Ontario LMDA; and (f) sharing views on labour market programs, services and policies as well as broader developments in the labour 	<p>(4) The role of the Joint Committee includes but is not limited to:</p> <ul style="list-style-type: none"> (a) Overseeing the implementation and the effective administration and management of the Agreement; (b) Discussing the information provided by Ontario under section 25 (planning), (c) Providing a forum to exchange information and have discussions related to the implementation of the Agreement; (d) Discussing ways to better coordinate the delivery of federal and Ontario programs for Aboriginal peoples; and (e) Sharing views on labour market programs and policies as well as broader developments in the labour 	<ul style="list-style-type: none"> Revised clause – includes discussions of ways to coordinate delivery of programs to Aboriginal peoples; deletes reference to Year 2 review, evaluation framework and links to LMDA

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market.	market.	
(5) Decisions of the LMA Management Committee will be made by consensus. If consensus cannot be reached, the Committee will follow the dispute resolution process set out in section 32.		<ul style="list-style-type: none"> Deleted clause – removes reference to consensus based decision making
PUBLIC ACKNOWLEDGEMENT OF FEDERAL FUNDING 29. Canada and Ontario agree on the importance of ensuring that the public is informed of their respective roles under this Agreement and, in particular the financial contribution of Canada to Ontario’s Eligible Programs.	PUBLIC ACKNOWLEDGEMENT OF FEDERAL FUNDING 33. (1) Canada and Ontario recognize the importance of ensuring that the public is informed of Canada’s financial contributions to Ontario’s Eligible Programs.	<ul style="list-style-type: none"> No change
Canada and Ontario agree to provide information to the public in accordance with Annex 3 to this Agreement.	(2) Pursuant to subsection (1) above, Canada and Ontario agree to implement the Communications Protocol attached as Annex 3 to the Agreement.	<ul style="list-style-type: none"> No change
PERIOD OF THE AGREEMENT AND EFFECTIVE DATE OF FUNDING 30. This Agreement shall come into force when it is signed by both parties and shall terminate on March 31, 2014 unless it is terminated earlier in accordance with section 33. However, if the Agreement is	PERIOD OF THE AGREEMENT 34. The Agreement shall come into effect on April 1, 2014 and shall terminate on March 31, 2020 unless it is terminated earlier in accordance with section 37.	<ul style="list-style-type: none"> No change

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signed prior to April 1, 2008, it is understood and agreed that the effective start date of the period in respect of which funding is to be provided under the Agreement is April 1, 2008.		
31. Notwithstanding the termination of this Agreement, the obligations of Ontario under sections 20, 23 and 25 of this Agreement shall survive any termination and shall remain in force until they are satisfied or by their nature expire.	35. Notwithstanding the termination of the Agreement, the obligations of Ontario under sections 21, 26 and 28 of the Agreement shall survive any termination and shall remain in force until they are satisfied or by their nature expire.	<ul style="list-style-type: none"> • No change
<p>DISPUTE RESOLUTION</p> <p>32. (1) Canada and Ontario are committed to working together and avoiding disputes through government-to-government information exchange, advance notice, early consultation, and discussion, clarification and resolution of issues, as they arise.</p>	<p>DISPUTE RESOLUTION</p> <p>36. (1) Canada and Ontario are committed to working together and avoiding disputes through government-to-government information exchange, advance notice, early consultation, and discussion, clarification and resolution of issues, as they arise.</p>	<ul style="list-style-type: none"> • No change
<p>(2) If at any time either Canada or Ontario is of the opinion that the other party has failed to comply with any of its obligations or undertakings under this Agreement or is in breach of any term or condition of the Agreement, Canada or Ontario, as the case may be, may notify the other party in writing of the failure</p>	<p>(2) If at any time either Canada or Ontario is of the opinion that the other Party has failed to comply with any of its obligations or undertakings under the Agreement or is in breach of any term or condition of the Agreement, Canada or Ontario, as the case may be, may notify the other Party in writing of the failure or</p>	<ul style="list-style-type: none"> • No change

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<p>or breach. Upon such notice, Canada and Ontario will endeavour to resolve the issue in dispute bilaterally through their Designated Officials.</p>	<p>breach. Upon such notice, Canada and Ontario will endeavour to resolve the issue in dispute bilaterally through their Designated Officials.</p>	
<p>(3) If the dispute referred to in subsection (2) cannot be resolved by Designated Officials, then the dispute will be referred to the Deputy Minister of Human Resources and Social Development Canada and the Deputy Minister of Training, Colleges and Universities, and if it cannot be resolved by them, then Canada's Minister of Human Resources and Social Development and Ontario's Minister of Training, Colleges and Universities shall endeavor to resolve the dispute.</p>	<p>(3) If the dispute referred to in subsection 36(2) cannot be resolved by the Designated Officials, then the dispute will be referred to Canada's Deputy Minister of Employment and Social Development and Ontario's Deputy Minister of Training, Colleges and Universities, and if it cannot be resolved by them, then Canada's Minister of Employment and Social Development and Ontario's Minister of Training, Colleges and Universities shall endeavor to resolve the dispute.</p>	<ul style="list-style-type: none"> • No change
<p>TERMINATION</p> <p>33. Either Canada or Ontario may terminate this Agreement by giving 12 months' written notice of its intention to terminate.</p>	<p>TERMINATION</p> <p>37. Either Canada or Ontario may terminate the Agreement at any time without cause by giving a minimum of two fiscal years' written notice of its intention to terminate.</p>	<ul style="list-style-type: none"> • Revised clause – "without cause" now a reason for termination and a minimum of 2 years notice.
<p>34. Upon termination of the Agreement under section 33, Canada shall have no obligation to make any further payment to Ontario in respect of Eligible Costs incurred after the</p>	<p>38. Upon termination of the Agreement under section 37, Canada shall have no obligation to make any further payment to Ontario in respect of its Eligible Costs incurred after the</p>	<ul style="list-style-type: none"> • No change

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date of termination.	effective date of termination.	
<p>EQUALITY OF TREATMENT</p> <p>35. During the term of this Agreement, if another province or territory negotiates a Labour Market Agreement with Canada, and if, in the reasonable opinion of Ontario, any provision of that agreement is more favourable to that province or territory than what was negotiated with Ontario, Canada agrees to amend this Agreement in order to afford the same treatment to Ontario, if requested by Ontario. The amendment shall be retroactive to the date on which the Labour Market Agreement with the other province or territory comes into force.</p>	<p>EQUALITY OF TREATMENT</p> <p>39. (1) During the term of the Agreement, if another province or territory, except the province of Quebec, whose agreement is based on a unique approach to employer involvement in training, negotiates a Canada Job Fund Agreement with Canada, or an amendment to such an agreement and if any provision of that agreement or amending agreement is more favourable to that province or territory than what was negotiated with Ontario, Canada agrees to amend the Agreement in order to afford Ontario the same treatment, if requested by Ontario. This amendment shall be retroactive to the date on which the Canada Job Fund Agreement or the amendment to such an agreement with the other province or territory comes into force.</p>	<ul style="list-style-type: none"> • No change
	<p>(2) Canada will make publicly available up-to-date Canada Job Fund agreements entered into with all provinces and territories, including any amendments, by posting them on a Government of Canada website.</p>	<ul style="list-style-type: none"> • New clause – Canada will post agreements; however this was past practice

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<p>ANNEXES</p> <p>36. The Annexes to this Agreement are an integral part of the Agreement.</p>	<p>ANNEXES</p> <p>40. The annexes to the Agreement are an integral part of the Agreement.</p>	<ul style="list-style-type: none"> No change
<p>AMENDMENTS</p> <p>37. (1) This Agreement may be amended at any time by mutual consent of the parties. To be valid, any amendment shall be in writing and, subject to subsection (2), signed, in the case of Canada, by Canada's Minister of Human Resources and Social Development, and in the case of Ontario, by Ontario's Minister of Training, Colleges and Universities.</p>	<p>AMENDMENTS</p> <p>41. (1) The Agreement and annexes may be amended at any time by mutual consent of the Parties. To be valid, any amendment shall be in writing and, subject to subsection (2), signed, in the case of Canada, by Canada's Minister of Employment and Social Development, and in the case of Ontario, by Ontario's Minister of Training, Colleges and Universities.</p>	<ul style="list-style-type: none"> No change
<p>(2) An amendment to any Annex to this Agreement may be made by the written agreement of the Designated Officials of the parties.</p>	<p>(2) An amendment to Annex 2 (Performance Indicators) may be made by the written agreement of the Designated Officials</p>	<ul style="list-style-type: none"> Revised Clause – the only annex that can be amended without ministerial signatures is the Performance Indicators annex
<p>GENERAL</p> <p>38. This Agreement, including Annexes 1 to 3, comprise the entire agreement entered into by the Parties with respect to the subject matter hereof.</p>	<p>GENERAL</p> <p>42. The Agreement, including Annexes 1 to 3, comprise the entire agreement entered into by the Parties with respect to the subject matter hereof.</p>	<ul style="list-style-type: none"> No change
	<p>43. The Agreement supersedes all previous agreements and agreement-in-principle with respect to their investments in support of the</p>	<ul style="list-style-type: none"> New clause – standard clause

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	Eligible Programs described in the Agreement, including the design and delivery of the Canada-Ontario Job Grant	
39. This Agreement shall be interpreted according to the laws of Canada and Ontario.	44. The Agreement shall be interpreted according to the laws of Canada and Ontario.	<ul style="list-style-type: none"> • No change
40. This Agreement has been drafted in both official languages. However, the parties agree that the English version shall be the official version		<ul style="list-style-type: none"> • Deleted clause