

7:05am

MEMORANDUM OF SETTLEMENT
of all outstanding matters in dispute

Between:

The Crown in Right of Ontario
as represented by Management Board of Cabinet

("the Employer")

- and -

Ontario Public Service Employees' Union

("the Union")

1. The parties agree, subject to ratification by both parties, to the terms and conditions of the Correctional Bargaining Unit Collective Agreement as amended by the following agreed to items. Ratification by both parties shall be deemed to have occurred on the latest date on which ratification occurs by the employees in the bargaining unit and by Cabinet. The ratification process will be completed by both parties on or before January 31, 2013, unless agreed otherwise.
2. The renewal of the Correctional Bargaining Unit Collective Agreement shall be effective on the date of ratification by both parties and shall expire on the 31st day of December 2014.
3. Except as provided otherwise in the terms of the Memorandum of Settlement, any changes to benefits shall be effective on the first day of the month following the month in which ratification by both parties occurs.
4. Except as provided otherwise in the terms of the Memorandum of Settlement, all other changes to the most recently expired Correctional Bargaining Unit Collective Agreement shall be effective on the date of ratification by both parties.
5. The renewal Correctional Bargaining Unit Collective Agreement shall be in the form of the most recently expired Correctional Bargaining Unit Collective Agreement, as amended by the attached. It is understood that some editing and renumbering may be necessary and the parties shall appoint an editing committee for that purpose.
6. The undersigned unanimously agree to recommend these terms of settlement attached as Appendix A to their respective principals and, in the case of the signatories for the Union, to the bargaining unit employees.
7. All issues in dispute are hereby withdrawn.

Dated at Toronto, this 9th day of Jan. 2012.

For the Union:

For the Employer:

Quinn D. Smith
Gladwell
Smith
Greg Arnold
Michael Zenger
Bob
Mike
Paul
Adam Kelly

John D. Smith
Halverson
Chase
Prokes
John
Chase
Hallon
Chase
John Kelly

1. SALARY

Amend Article COR19 as follows.

- COR19.1 Effective January 1, 2013, the salary rates in effect on December 31, 2012, shall remain in effect, and are contained in the Salary Schedule attached.

IMPLEMENTATION

- COR 19.2 The parties agree to co-operate to facilitate the expeditious implementation of this Agreement.

2. IMPLEMENTATION OF NEW WAGE STRUCTURES

- Start rate at 3% below current grid – permanent.

3. ARTICLE COR20 – TERM

Amend Article COR20 as follows:

- COR20.1 This Agreement covers the period from January 1, 2013 to December 31, 2014. The effective date of any changes to the terms of this Agreement from the previous Agreement, unless otherwise indicated, shall be (insert date of ratification). This Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing that it wishes to bargain for a new Collective Agreement in accordance with the *Labour Relations Act, 1995*, and the *Crown Employees Collective Bargaining Act, 1993*.

4. ARTICLE COR2 – HOURS OF WORK

~~Article COR2.2: Employer to commit to maintaining the positions of 50540 Provincial Bailiff 1 and 50541 Provincial Bailiff 2 on Schedule 4.~~

~~The Union would be prepared to WITHDRAW this proposal, and accept the movement of the Bailiff class series from Schedule 4 to Schedule 4.7, conditional upon agreement of the Employer to still allow incumbents to receive compensating leave per the same provisions as Article COR 8.4, in recognition of work-life balance. The Union is also agreeable to discussing ways to cap accruals (see Article COR 8.5 new proposal)~~

5. ARTICLE COR5 – SHIFT SCHEDULES

Amend Article COR5 as follows:

- COR5.1 Shift schedules shall be posted not less than fifteen (15) days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee ninety-six (96) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified ninety-six (96) hours in advance he or she shall be paid time and one-half (1½) for all hours worked on the first changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the ministries' control.

- COR5.2 Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided however, that if an employee is required to work before twelve (12) hours have elapsed he or she shall be paid time and one-half (1½) for those hours that fall within the twelve (12) hour period. It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments or compensating leave in accordance with Article COR8 (Overtime) or Article COR9 (Call Back).
- COR5.3 A shift may be changed without any premium or penalty if agreed upon between the employee and the ministry.
- COR5.4 It is the intent of the parties that there shall be no split shifts provided however, that in circumstances where split shifts are currently in existence reasonable efforts shall be made to eliminate the split shifts.
- COR5.5 The current practice of giving notice of shift schedules in advance under existing agreements where notice is in excess of fifteen (15) days shall be maintained.
- COR5.6 FXTs will be pre-scheduled two (2) weeks in advance with all known shifts being scheduled. Any change to the pre-scheduled shifts must be verbally confirmed.

6. ARTICLE COR6 – SHIFT PREMIUM

Amend Article COR6 as follows:

~~COR6.1.3 Effective June 24, 2005, a premium of three dollars (\$3.00) per hour shall be paid for all hours that commence on or after seven o'clock p.m. Friday, and end on or before seven o'clock a.m., Monday.~~

NEW ALL classifications that currently receive a weekend premium of \$3.00 per hour shall instead receive an hourly salary increase of \$0.85 per hour.

7. ARTICLE COR8 – OVERTIME

Amend Article COR8 as follows:

- COR8.1 The overtime rate for the purposes of this Agreement shall be one and one-half (1½) times the employee's basic hourly rate.
- COR8.2.1 In the assignment of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.
- COR8.2.2 Overtime opportunities will only be offered once the non-overtime regular and non-overtime fixed-term resources have been exhausted, even if part of the shift becomes overtime.
- COR8.2.3 In this article, "overtime" means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day(s) off.

- ~~COR8.2.3A Upon the failure to meet the target in any given year pursuant to in Article COR15.1, Article COR8.2.3 will not apply and the following shall apply. In this article, "overtime" means an authorized period of work calculated to the nearest half hour and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day(s) off, calculated over a period of two (2) pay periods by reducing total overtime hours worked during such period by the sum of scheduled hours less hours worked.~~
- COR8.3.1 Employees in Schedules 3, 7 and 4.7 who perform authorized work in excess of seven and one-quarter (7¼) hours or eight (8) hours as applicable, shall be paid at the overtime rate.
- COR8.3.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- COR8.4 Employees in Schedules 3 and 4 who perform authorized work in excess of seven and one-quarter (7¼) hours or eight (8) hours as applicable, shall receive compensating leave of one and one-half (1½) hours for each hour of overtime worked, at a time mutually agreed upon. Failing agreement, the ministry shall reasonably determine the time of the compensating leave.
- COR8.5 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- COR8.6 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by agreement at the local or ministry level.
- COR8.7.1 Employees who are in classifications assigned to Schedule 6 and who are required to work on a day off, shall receive equivalent time off.
- COR8.7.2 Notwithstanding Article COR8.7.1 and Article COR13.7 (Holiday Payment), employees who are in classifications assigned to Schedule 6 and who are assigned to forest fire fighting or related duties, shall be paid one and one-half (1½) times the employee's basic hourly rate, to be calculated on the basis of thirty-six and one-quarter (36¼) hours per week, for all such work after eight (8) hours in a 24-hour period.

ARTICLE COR 16 – RPT OVERTIME

Amend Article COR16 as follows:

- COR16.1.1 "Overtime" means an authorized period of work, calculated to the nearest half-hour, and performed in excess of seven and one-quarter (7¼) or eight (8) hours, as applicable, on a normal working day and for all hours worked on a non-working day
- ~~COR16.1.1A Upon the failure to meet the target in any given year pursuant to in Article COR18.1, Article COR16.1.1 will not apply and the following shall apply. "Overtime" means an authorized period of work, calculated to the nearest half hour, and performed in excess of seven and one-quarter (7¼) or eight (8) hours, as applicable, on a normal working day and for all hours worked on a non-working day, calculated over a period of two (2) pay periods by reducing total overtime hours worked during such period by the sum of scheduled hours less hours worked.~~
- COR16.1.2 In the distribution of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.

- COR16.1.3 Overtime opportunities will only be offered once the non-overtime regular and non-overtime fixed-term resources have been exhausted, even if part of the shift becomes overtime.
- COR16.2.1 Employees in classifications assigned to Schedules 3.7 and 4.7 who work authorized overtime shall be paid at one and one-half (1½) times the basic hourly rate.
- COR16.2.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- COR16.3 Employees in classifications assigned to Schedules 3 and 4 who perform authorized overtime, shall receive compensating leave of one and one-half (1½) hours for each hour of overtime worked, at a mutually agreed upon time. Failing agreement, the Employer shall determine the time of the compensating leave.
- COR16.4 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- COR16.5 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by mutual agreement.
- COR16.6 Employees who are in classifications assigned to Schedule 6 and who are required to work on a non-working day shall receive equivalent time off.

8. ARTICLE COR 12 – MEAL ALLOWANCE

Amend Article COR12 as follows:

...

COR 12.2.5:

"In accordance with the Employer's *Travel, Meal and Hospitality Expenses Directive*, as revised August 2006, which shall not be altered for this bargaining unit without the consent of OPSEU, reimbursement rates for meals, including taxes and gratuities, are the following:

Breakfast	\$8.75
Lunch	\$11.25
Dinner	\$20.00

COR 12.2.6:

"To the extent that the provisions of this article are improved by OPS-wide *changes*, then those amounts will apply."

...

9. ARTICLE COR14 - INDEMNIFICATION

Amend Article COR14 as follows:

...

COR14.5.1 For the purposes of this Article;

COR14.5.2 The legal costs shall be deemed to have been incurred by the employee notwithstanding that the employee may have received financial assistance from the Union in respect thereof or that the Union paid or incurred the expenses directly; Costs paid by the union will be reimbursed directly to the Union by the Ministry, in accordance with this article; and

...

10. REGULAR CORRECTIONAL OFFICER AND YOUTH WORKER ABSENTEEISM TARGETS

DELETE THE FOLLOWING ARTICLES AND APPENDICES:

- ARTICLE COR15 – REGULAR CORRECTIONAL OFFICER AND YOUTH WORKER ABSENTEEISM TARGETS
- ARTICLE COR18 – REGULAR CORRECTIONAL OFFICER AND YOUTH WORKER ABSENTEEISM TARGETS
- APPENDIX COR7 – SPECIAL ADJUSTMENTS
- APPENDIX COR13 – JOINT ATTENDANCE STRATEGY AND IMPLEMENTATION COMMITTEE

11. APPENDIX COR2 - CUSTODIAL RESPONSIBILITY ALLOWANCE

Amend APPENDIX COR2 as follows:

APPENDIX COR2
CUSTODIAL RESPONSIBILITY ALLOWANCE

September 23, 1985
Revised: March 29, 1996
June 24, 2005
[Insert date]

Mr. A. Todd
Chief Negotiator
Ontario Public Service Employees Union
1901 Yonge Street
Toronto, Ontario
M4S 2Z5

Dear Mr. Todd:

Re: Custodial Responsibility Allowance (K1) - Article 7.8 of the Central Agreement

This will confirm that effective January 1, 1984, a Custodial Responsibility Allowance of two thousand five hundred dollars (\$2,500.00) per year is payable to employees of the Ministry of Community Safety and Correctional Services and the Ministry of Children and Youth Services and employees working in training schools operated by Ministry of Children and Youth Services, in addition to the rate of pay specified for the class of the positions to which they are assigned, provided they fulfil all of the following requirements:

- (a) they are not professional staff such as teachers, nurses, social workers or psychologists;
- (b) the positions to which the employees are assigned are not covered by classes which already take into account responsibility for the control of offenders or wards, such as Correctional Officers, Industrial Officers, Supervisors of Juveniles, Observation and Detention Home Workers, Recreation Officers (Correctional Services), Trade Instructors and Provincial Bailiffs;
- (c) (i) they are required, for the major portion of their working time, to direct offenders or wards engaged in beneficial labour;
or
(ii) as group leaders/lead hands, they are directly responsible, for the major portion of their working time, for operations involving the control of a number of offenders or wards engaged in beneficial labour;
and
- (d) they are responsible for the custody of offenders or wards in their charge and are required to report on their conduct and lay charges where breaches of institutional regulations occur.

The Custodial Responsibility Allowance shall be paid according to the base rate of pay for the class involved.

- weekly rated classes - \$47.91/week
- hourly rated classes:
 - 40 hour week - \$1.20/hour
 - 36¼ hour week - \$1.32/hour

Yours truly,
P. Mooney
Senior Staff Relations Officer

12. APPENDIX COR3 – PROBATION OFFICERS ALLOWANCE

Amend Appendix COR3 as follows:

Mr. B. Gould
Negotiator
Correctional Bargaining Unit
Ontario Public Service Employees Union

Dear Mr. Gould:

Re: Probation Officers' Allowance

This will confirm that in recognition of the additional and flexible hours worked by Probation Officers within the Ministry of Community Safety and Correctional Services, and the Ministry of Children and Youth Services, the parties hereby agree to the following terms for Probation Officers Allowance, effective the date of ratification of this agreement:

Probation Officers in the Correctional Bargaining Unit will be entitled to a minimum of seven (7) days off with pay and no loss of credits in a calendar year.

This allowance will be prorated for periods of active employment of less than one (1) year and may be advanced to the employee on January 1st of each year.

An employee may accumulate their allowance to a maximum of twenty-one (21) days, but an employee's allowance shall be reduced to a maximum of fourteen (14) days not later than the thirty-first (31st) day of December in each year.

An employee is not entitled to be paid for any accumulated allowance to which the employee remains entitled when the employee ceases to be an employee.

Additional time off with pay and with no loss of credits may be granted at the discretion of the manager of the employee concerned.

All time off under this allowance shall be granted in a manner so as not to interfere with operational requirements.

It is understood by the parties that this agreement will supersede any other pre-existing agreements on this subject; however, any time credits earned under a pre-existing agreement will be carried over to this agreement on a prorated basis, and be treated in accordance with the terms of this agreement.

Yours sincerely,

Linda Barber
Corporate Staff Relations Officer

13. APPENDIX COR4 – MERC TERMS OF REFERENCE

Amend Appendix COR4 as follows:

Memorandum of Agreement

Between

The Ministry of Community Safety and Correctional Services and the Ministry of Children and Youth Services
(hereinafter referred to as the Ministries)

and

The Ontario Public Service Employees Union
(hereinafter referred to as the Union)

...

ARTICLE 2 – MANDATE

- 2.1 Subject to Article 3 (Exclusions) of this Memorandum of Agreement, the mandate for the Ministry Employee Relations Committee (MERC) and any Local Employee Relations Committees (LERCs) and currently constituted Regional Employee Relations Committees (RERCs) is to promote and maintain a positive labour relations relationship between the parties. The following are mutual objectives:

...

- (i) The Ministry recognizes the legitimate role of the Union in representing its membership through the ERC process;

...

- (j) The Ministry and the Union agree to make reasonable efforts to ensure the continuity or representation at MERC, RERC and LERC meetings in an effort to maintain consistency throughout the decision-making process;

...

- 2.3 This Memorandum of Agreement, MERC, RERC and LERC discussions, meeting minutes, or Minutes of Understanding shall not be subject to mediation or arbitration.

...

ARTICLE 3 - EXCLUSIONS

- 3.1 It is agreed that the following will not be the subject of any agreement or Minute of Understanding:

...

- (f) at Regional Employee Relations and Local Employee Relations Committees, any matter which is of ministry-wide application;

...

ARTICLE 5 - LOCAL EMPLOYEE RELATIONS COMMITTEES (LERCs) AND REGIONAL EMPLOYEE RELATIONS COMMITTEES (RERCs)

5.1 Upon mutual consent, the parties will establish a LERC and/or RERC.

...

5.2.1 LERC/RERC meetings may be held not more frequently than once every two (2) months at a mutually agreed upon time and place.

...

5.3.1 Annotated agendas of reasonable length detailing issues in a clear and concise fashion will be exchanged by the parties at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees.

...

5.3.5 Issues resolved informally by the parties between formal ERC/RERC meetings may, subject to mutual agreement, be reflected in the subsequent set of minutes of employee relations committee meetings.

...

5.4.2 Notwithstanding Section 5.4.1, it is agreed that informal consultation at the regional level may prove beneficial in resolving matters that have not been resolved at the LERC level. Consequently, the parties agree that one management and one Union representative from LERC or currently constituted RERC will undertake to jointly consult with the appropriate regional administration on matters that have been resolved at a LERC/RERC meeting, where the Regional Director or his/her designee was not present at the meeting. The purpose of this joint consultation is to attempt to resolve matters in dispute so that they will not have to be referred to the MERC. Nothing in this section precludes the direct referral of an unresolved local issue to the MERC where local Union representatives and regional administrators are unable to consult within twenty (20) working days of the LERC/RERC meeting at which the issue in dispute was discussed.

5.4.3 Where a LERC/RERC does not exist for the relevant Local or work unit, matters may be referred directly to the MERC.

ARTICLE 6 - ADMINISTRATION

6.1.1 Leave of absence without loss of pay or credits shall be granted to bargaining unit representatives of the MERC, RERC or LERC for the purpose of attending meetings, unless such leave unduly interferes with the operating requirements of the Ministry. Leave requests shall not be unreasonably denied.

6.1.2 The Union MERC Co-chair(s) shall be granted a leave of absence without loss of pay or credits from the employee's place of employment for the duration of their term as MERC Co-chair.

A MERC member from MCYS shall be granted half-time off without loss of pay or credits from the employee's place of employment for the duration of the members' term.

Two and one-half (2 1/2) MERC representatives from MCSCS shall be granted a leave of absence without loss of pay or credits from the employee's place of employment for the duration of their term.

6.2 Leave of absence with pay shall be granted to bargaining unit representatives of the MERC, RERC or LERC to accommodate reasonable travel time.

6.3.1 Bargaining unit representatives of the MERC shall be granted a leave of absence without loss of pay or credits granted on a normal working day to a maximum of twelve (12) hours on a full-time basis to conduct MERC business with no loss of credits on the calendar day before a MERC meeting to attend MERC caucus sessions. Expenses incurred by Union MERC members will be borne by the Union.

6.3.2 Bargaining unit representatives of a LERC/RERC shall be granted a maximum of three (3) hours' time

off with pay, which is inclusive of the leave as set out in article 6.1.1, and no loss of credits on the day of a LERC/RERC meeting to attend union bargaining team caucus sessions held immediately prior to the meeting.

- 6.4 Travel and other expenses for LERC/RERC as the result of leaves granted above shall be borne by the Union.

....

NOTE: The provisions of Appendix COR 4 not specified for Amendment above are to be RENEWED.

14. APPENDIX COR9 – FIXED-TERM ROLLOVERS

Amend Appendix COR9 as follows:

APPENDIX COR9

[DATE]

Fixed Term Rollovers (CO & YSO)

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Fixed-Term Rollovers for Correctional Officers and Youth Services Officers in MCSCS/MCYS

This will confirm that the parties will roll over a minimum of fifteen (15) Fixed-Term Youth Service Officers and a minimum of two hundred (200) fixed-term Correctional Officers to the Regular Service, to commence within ninety (90) days of ratification of the collective agreement. The rollovers will be reasonably distributed over the life of the Collective Agreement.

The location and utilization of these fifteen (15) fixed-term Youth Services Officers rollovers will be referred to the first MCYS MERC meeting following the ratification of the Collective Agreement for the purpose of implementation and allocation.

The process that will be utilized to allocate these two hundred (200) fixed-term Correctional Officers will be referred to the first meeting of the MERC Transition Sub-committee following the ratification of the Collective Agreement for the purpose of implementation and allocation.

Once the allocation to each institution has been determined by MCYS and MCSCS MERC, rollovers will be conducted in the following manner:

- Step 1: An "Expression of Interest" will be posted in the institutions as determined by MERC.
- Step 2: Fixed-term employees who indicate their interest in a rollover position, will have their hours calculated and will be rolled over into the Regular Service in accordance with Appendix 24.

Any Fixed-Term who declines a Regular position will continue with their Fixed-Term contract.

Failing agreement between the parties at either MCYS MERC or MCSCS MERC in reference to allocation, the Employer retains their rights under Article 2 of the Collective Agreement.

In consideration of this Letter of Understanding, OPSEU agrees to withdraw all "Rollover" grievances, effective the date of ratification.

It is understood and recognised that this agreement does not supersede or interfere with any diversity initiatives.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

15. APPENDIX COR11 – SURVEILLANCE IN CORRECTIONAL INSTITUTIONS

Amend Appendix COR11 as follows:

APPENDIX COR11

[Date]

SURVEILLANCE IN CORRECTIONAL WORKPLACES

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Surveillance in Correctional Workplaces

The parties agree to the following regarding use of surveillance and electronic equipment in the workplaces:

Purpose

The purpose of the electronic monitoring and surveillance of Correctional workplaces is for safety and security of staff, inmates and property of the respective ministry. Information obtained may be used for protection against criminal acts such as theft, depredation and damage to property.

Advisement

The Employer shall notify the Union of any increases in use of surveillance equipment. In instances that the Employer is relying upon any type of electronic or audio or video recordings for discipline or investigative purposes, the Employer shall notify the Union prior to holding a meeting with the employee for the purpose of investigation, that the Employer is in possession of electronic audio or video recordings that will be used for discipline or investigative purposes. Prior to a disciplinary meeting, the Employer will provide a copy of such recording to the Union, as soon as reasonably practical, upon request.

The use of electronic monitoring/surveillance equipment is not intended to be used as a replacement for supervising or managing; or as a means to evaluate employee performance.

Any disputes regarding surveillance in a Correctional workplace by the employer shall be referred to the appropriate MERC for discussion and resolution.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

16. NEW – PERSONAL PROTECTIVE EQUIPMENT

Add new Appendix as follows:

NEW APPENDIX

[DATE]

PERSONAL PROTECTIVE EQUIPMENT

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Personal Protective Equipment

The parties agree upon the joint objective of maintaining health and safety of all employees in Correctional Institutions and Facilities.

The parties agree that the MCSCS PJH&SC and the MCYS PJH&SC respectively will review, test, and recommend new security and personal protective equipment (PPE) in the Correctional Bargaining Unit.

The parties' objective is to improve and maintain the security, control, supervision, care and rehabilitation of adult offenders and young persons.

The mandate will include:

- reviewing current security equipment
- reviewing current PPE, including clothing
- reviewing the current usage and policies on said equipment
- reviewing PPE and security equipment from other jurisdictions, and recommending best practices
- recommending new equipment for usage within the Correctional System for Institutions, Facilities and Community Services
- assist in the development Correctional training specific to new PPE
- recommending policies and procedures for use of new PPE.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

17. NEW – OCCUPATIONAL STRESS INJURIES

Add new Appendix as follows:

NEW APPENDIX

**[DATE]
OCCUPATIONAL STRESS INJURIES**

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

The parties agree the MCSCS and the MCYS PJHSCs will review the trends of Occupational Stress and Work Place Violence.

The mandate will include:

1. Receive and review statistics on levels of violence that have occurred in the workplace. The focus will be to determine any trends in the escalation of serious violent incidents in the Ministries' Adult and Youth facilities and make recommendations. This will include a review of statistics, such as:
 - Offender-on-Offender incidents
 - Offender-on-Ministry Staff incidents
 - Ministry Staff-on-Staff in the work place
 - WSIB, EAP, LTIP data, CISM data
2. Recommend a strategic plan for staff training to provide the training to meet the physical and psychological demands on Correctional Bargaining Unit employees.
3. Recommend training to recognise and address the signs of depression, anxiety, addictions and occupational stress injuries related to violent and traumatic incidents that have occurred in the operational setting.
4. Identify support programs to treat depression, anxiety, addictions and Post Traumatic Stress Disorders for both short and long term Occupational Stress Injuries.

Yours truly,

Mark Dittenhoffer
Manager

Employee Relations Division, HROntario
Ministry of Government Services

18. NEW – PROVINCIAL STAFFING LEVELS

Add new Appendix as follows:

NEW APPENDIX

[DATE]

PROVINCIAL STAFFING LEVELS

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Provincial Staffing Levels

The parties agree that the MCSCS and MCYS MERCs will review staffing levels in the Correctional Bargaining Unit.

The mandate will include:

- Reviewing the current staffing levels in the Correctional Institutions, Youth Facilities and Community Services.
- Making recommendations on a staffing operational model or models.
- Operational review of the Compressed Work Week Agreements and assist with development of effective and consistent scheduling principles.

The MERCs will commence the review within ninety (90) calendar days of the signing of this agreement, and provide a report to the Deputy Minister within one year of the commencement of the review.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

19. NEW – ROLLOVER OF FIXED-TERM (PO&PPO)

Add new Appendix as follows:

NEW APPENDIX

[DATE]

ROLLOVER OF FIXED-TERM (PO&PPO)

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Rollover of Fixed-Term Probation Officers and Probation and Parole Officers

The parties agree to fill all regular vacancies within both Ministries using the following methods:

1. Lateral Transfer;
2. Roll Overs (Appendix 24) based on straight time hours;
3. Conversions in accordance with Article 31.A.15;
4. Competition.

The parties agree to utilize a balanced approach in filling the vacancies. The MERCs may have consultations with the local parties on filling regular vacancies.

The parties agree that the MCSCS and MCYS MERCs will implement this agreement within ninety (90) days following the first MERC meeting upon ratification.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

20. NEW – MCSA S.22 and CFSA S.98 INVESTIGATIONS

Add new Appendix as follows:

NEW APPENDIX

[DATE]

MCSA S.22 AND CFSA S.98 INVESTIGATIONS

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Union Representation during MCSA S.22 and CFSA S.98 Investigations

This will confirm that, in recognition of Collective Agreement Article 1.1, employees represented by the Ontario Public Service Employees Union (OPSEU) are entitled to Union representation during investigation and allegation processes.

For clarity, every employee has the right:

- to be informed promptly of the reasons for the investigation;
- to retain Union representation without delay and to be informed of that right;
- to have Union representation during Level One or Level Two investigation interviews.
- Employees who are the subject of an investigation under the Act are required to receive a written notice notifying them of such, unless this notice would impede a police or Correctional Services investigation.
- to be treated in accordance with the Employer's relevant ethical codes of behaviour during the interview process
- to have investigation interviews videotaped, where operationally feasible, with a copy to the subject employee and the Union.

It is understood and agreed that, in the event of a Union representative being present, he or she shall be entitled to make comments at the beginning and/or end of any investigative meeting. During an investigation meeting the representative shall neither coach nor direct the employee.

The representative may raise concerns about the application of this procedure.

All parties agree that there is an obligation to cooperate during an investigation, including the obligation to provide complete and truthful statements.

It is further understood that employees who are providing representation will be dealt with in accordance with the usual practice of a duty assignment.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

21. NEW -HEALTH AND PRODUCTIVITY PROGRAM

Add new Appendix as follows:

NEW APPENDIX

[DATE]
HEALTH AND PRODUCTIVITY PROGRAM

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Health and Productivity Program

The parties agree that two (2) Joint Sub-committees of the MERCs/JASIC have been established to develop and implement a health and productivity program in correctional facilities, youth facilities and in Community. The HPP program will mirror the current program that was designed and developed in MCYS.

Each Sub-committee will be comprised of equal members of Union and Employer representatives and shall be convened within ninety (90) calendar days of the signing of this agreement

It is understood that time off, and compensation for Sub-committee members will be dealt with in accordance with the usual practice adopted by MERCs for such matters.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

22. NEW – FXT SENIORITY IN INSTITUTIONS, FACILITIES, PROBATION AND
PROBATION & PAROLE

Add new Appendix as follows:

NEW APPENDIX

[DATE]

FXT SENIORITY IN INSTITUTIONS, FACILITIES, PROBATION AND PROBATION & PAROLE

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Fixed-Term Seniority
Correctional Institutions, Youth Justice Facilities,
Probation Offices and Probation and Parole Offices

This will confirm our agreement reached during negotiations that fixed-term employees employed within Correctional Institutions, Youth Justice facilities, Probation Offices and Probation and Parole Offices, shall be entitled to have their service counted towards the accumulation of seniority, based upon 1732.75 straight-time hours or 1912 straight-time, as appropriate, counting as equivalent to one year's service, or pro-rated to the equivalent of less than one year as appropriate. Such seniority may be used, at an institution, facility or office level only, by such an employee for the purpose of rollovers, competitions, layoffs, and transfers, as provided in the collective agreement.

Yours Truly,

Mark Dittenhoffer
Manager, Centre for Employee Relations
Employee Relations Division, HROntario
Ministry of Government Services

23. NEW -PROVINCIAL HEALTH AND SAFETY

Add new Appendix as follows:

NEW APPENDIX

[DATE]
PROVINCIAL HEALTH AND SAFETY

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Provincial Joint Health and Safety Committees for MCSCS and Youth
Justice Division of MCYS

Preamble

The Employer and the Union recognize the importance of emphasizing Occupational Health and Safety (OH&S) issues in the workplace. With this in mind, the Employer and the Union agree to the establishment of a two (2) Provincial Joint Health and Safety Committees on OH&S to address safety throughout the MCSCS (Correctional Services Division) and MYCS (Youth Justice Division).

This document sets forth the terms of reference for those committees. The Employer and Union representatives recognize that terms of reference are necessary to guide the operation of the Committees and the issues they may be required to review.

1. Mandate

The purpose of the Provincial Joint Health & Safety Committees (the "Committees") is to review health and safety issues with Ministry-wide applications and make recommendations to the Deputy Minister that may lead to resolution of such issues and assist with implementation.

The Committees also function per the provisions of the guidelines as originally established pursuant to the Memorandum of Settlement signed between the parties on September 21, 1990 (MCS), the MOL Order dated November 13, 1990 (MCS) the Agreement agreed between the parties dated March 07, 1991 (MCS), the Right to Refuse Unsafe Work Protocol dated October 04, 1991 (MCS), and the Agreement dated October 19, 2006 (MCYS).

The parties agree to establish two Ministry-level Committees – one for Ministry of Children and Youth Services (Youth Justice Division) and one for Ministry of Community Safety and Correctional Services.

Ministry Level Committees

Functions of and matters appropriate for consideration of the committees include:

- 1.1 The purpose of the Ministry level committees is to review health and safety issues with ministry-wide application and to act as a forum where potential areas of concern can be discussed and recommendations for action made. Functions of and matters appropriate for consideration by the committee include:

- a) receive and review accident occupational illnesses statistics;
- b) discussing issues which have ministry-wide application and have been identified by the Union or the employer;
- c) reviewing Ministry and/or Union health and safety training initiatives;
- d) reviewing occupational health and safety and WSIB investigation reports of all fatal work-related accidents and critical injuries. The Employer will notify the Union Provincial Health and Safety Co-chair as soon as reasonably possible when a critical injury occurs, and shall provide report(s) directly related to the critical injury for review;
- e) receiving and reviewing all newly issued health and safety directives and procedures issued by the employer at the Ministry/Divisional level;
- f) acting as a resource to local workplace committees/representatives;
- g) reviewing unresolved issues from the local level that have been referred to the Ministry level committees. The issues will be reviewed by a worker representative selected by and from the worker representatives of the ministry-level committee and an Employer representative of the ministry-level committee, with the objective of resolving the issue. This joint review will be undertaken prior to the unresolved issue being placed on the agenda for subsequent ministry-level committee meetings, or in the alternative the resolution of the issue will be reflected in the subsequent set of minutes.
- h) To promote conducting safety inspections on a regular basis through consultation with local OH&S committees or worker representatives.
- i) To review issues and Minutes of local health and safety committees/representatives which have been raised at the local and have been jointly referred to PJOH&S Committees.
- j) To inspect specific sites when there is appropriate justification for doing so as agreed upon by the Committee(s) for matters referred in accordance with the previous paragraph.

2. Membership

- 2.1.1 Each of the Committees shall be composed of four (4) employer nominees chosen by the Employer and four (4) worker nominees chosen by the Union. The Union and the Ministry may each provide staff resources to the Committees as necessary.
- 2.1.2 (a) Two of the members of each of the committees shall be selected as co-chairs, one of whom shall be selected by the members who represent the Union and the other of whom shall be selected by the members who exercise managerial functions.
- (b) MCSCS Committee Union co-chair will have approved half-time off and the Union Community Representative will have approved half-time off. MCYS Committee will continue with its current practice in accordance with the Employer's past practice to conduct the Committees' business. This time off will be a leave of absence without loss of pay or credits and considered a duty assignment and the time off will be paid by the Employer. Expenses incurred by the Committees' Union co-chair will be paid for by the Union.
- 2.1.3 The Employer co-chair of the MERC may, and the Union co-chair of the MERC will, sit as ex-officio members of these committees.
- 2.2.1 Union members of the Committees shall be permitted to take time from work to attend meetings of the Committees, unless such leave unduly interferes with the operating requirements of the workplace. Permission will not be unreasonably denied.
- 2.2.2 All time spent attending the committee meetings shall be considered as work time and paid at the regular or premium rate, as may be proper, for members who are Ministry employees.

- 2.3.3 Preparation time will be provided and approved by the Employer to Union members of one (1) day prior to scheduled committee meetings, to allow for total travel and caucus time.
- 2.3.4 Expenses related to travel for Union members of the Committees shall be paid for every second meeting in accordance with the government's and Ministry guidelines.

Scheduling Meetings

- 3.1 Meetings of the Committees shall be scheduled quarterly or otherwise at the mutual agreement of the parties.

Local Workplace Committees/ Representatives

- 4.1 The parties agree that all Ministry workplaces as defined by the Occupational Health and Safety Act will abide by the provisions established by the Occupational Health & Safety Act.
- 4.2 The Ministry and the Union agree to establish joint Occupational Health and Safety committees at each workplace as defined by the Occupational Health and Safety Act. Such workplace committees shall function in accordance with the provisions for joint Occupational Health and Safety committees.
- 4.3 It is the policy of the Ministry and the Union to encourage the active participation of all workers in the prevention of accidents and in the promotion of health and safety in the workplace.
- 4.4 The parties acknowledge that the joint Occupational Health and Safety system can only be successful where the representatives of the employer and the workers are committed to these responsibilities. Therefore, the parties undertake to cooperate in ensuring that these provisions will be carried out by their respective organizations.
- 4.5 The parties have adopted these provisions in good faith and agree to promote occupational health and safety in the workplace, and assist joint Occupational Health and Safety committees, committee members and workplace representatives, by providing such information and assistance as may reasonably be required for the purpose of carrying out their responsibilities.
- 4.6 The purpose of these provisions is to detail the formation, function, composition and administrative processes for the joint Occupational Health and Safety committee system which is being adopted by the Union and the Ministry for workers throughout the Ministry.
- 4.7 The parties jointly encourage the resolution of all occupational health and safety complaints in accordance with these provisions. It is further recommended that workers and supervisors are to endeavour to jointly resolve occupational health and safety issues and complaints in their own workplace through the local joint committee process. It is the expectation of the parties to resolve outstanding issues and complaints jointly prior to the initiation of grievances under the Collective Agreement on Working Conditions and Employee Benefits. At the same time, these principles are not intended to abridge the right of the Union or a worker to inform the Ministry of Labour when it is felt that a health and safety complaint has not been satisfactorily resolved.

- 4.8 The Occupational Health and Safety committee structure may accept for discussion and resolution, items pertaining to the Occupational health and safety except issues relating to staffing (including complement, deployment, scheduling, assignments, posts, etc.) overcapacity and security (both static and dynamic).

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

24. NEW – OFFENDER TRANSPORTATION SUBCOMMITTEE

Add new Appendix as follows:

NEW APPENDIX

[DATE]

OFFENDER TRANSPORTATION SUB-COMMITTEE

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Establishment of an Offender Transportation Sub-committee

The parties agree to establish an Offender Transportation Sub-committee to review the transportation of offenders between secure institutions and courts, as well as transportation regarding community escorts, and transport to Federal facilities. A report will be provided to the Deputy Minister of Ministry of Community Safety and Correctional Services (MCSCS) with appropriate recommendations. This report should be provided within one year from date of ratification of the collective agreement.

The mandate of the Transportation Sub-committee shall flow from the GSB Settlement re: Bailiffs, and the OLRB re: community escort will include:

1. Development of terms of reference for the sub-committee. The sub-committee will be comprised of equal members of three (3) Union and three (3) Employer representatives and shall be activated within ninety (90) days of signing of this agreement. Additional resources may attend as needed with reasonable notice to the other party.
2. Study the Offender Transportation Operation (Bailiffs) and all transfers of sentenced and remanded offenders incarcerated within Adult Correctional Facilities who must be transferred for the purpose of facilitation, treatment, Court Orders or administration purposes.
3. Provide a report which will include all findings and recommendations with regard to Offender Transportation Operations to the Deputy Minister of Community Safety and Correctional Services within one year of the implementation of the sub-committee.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

24. NEW - PEER MENTORSHIP PROGRAM FOR INSTITUTIONS/FACILITIES

Add new Appendix as follows:

NEW APPENDIX

[DATE]

PEER MENTORSHIP PROGRAM FOR INSTITUTIONS/FACILITIES

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Peer Mentorship Program for Institutions/Facilities

A Peer Mentorship Program Framework will be developed by the Training and Development Sub-Committee of MERC.

Peer Mentorship Committees (Local Committees) will be established at each institution/facility.

Once the Framework has been completed those employees who have been selected as mentors will be provided with training.

The Local Committees will implement the Framework with regard to all newly hired employees and other employees as identified by the Employer.

The mandate of each Local Committee will include:

- implementing the Framework, with such modifications as may be necessary given relevant site specific information;
- training and provide orientation of site specific Standing Orders and/or Policies and Procedures;
- working directly with mentors to provide ongoing support to, the newly hired employee(s) or other employee(s) as identified by the Employer; and
- keeping current with all changes to the Standing Orders as well as any changes to policies and procedures.

Composition

Each Local Committee will have an equal number of Union and Management representatives, to a maximum of three (3) per party. Union members will be selected by the Local Union Executive.

The Institutional Training Manager, or other person as identified by the Employer will co-chair the committee.

Meeting

Each committee will meet as required to fulfill its mandate. It is understood that time off, and compensation for Local committee members will be dealt with in accordance with the usual practice adopted by the facility / institution's Local Employee Relations Committee (LERC).

Disputes

Any disputes arising from the Local Committees will be referred to the LERC for resolution; failing resolution by the LERC, the dispute may be referred to the Training & Development sub-committee of MERC.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

25. NEW - PEER MENTORSHIP PROGRAM FOR COMMUNITY

Add new Appendix as follows:

NEW APPENDIX

[DATE]

PEER MENTORSHIP PROGRAM FOR COMMUNITY

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Peer Mentorship Program for Community

The parties agree that Peer Mentorship Committees will be established at the Ministry level for the Probation and Parole Offices in the Ministry of Community Safety and Correctional Services (MCSCS) and the Ministry of Children and Youth Services (MCYS). These Committees shall be comprised of a maximum of four (4) Union members and four (4) Employer representatives, and shall function as Sub-committees of the existing Training and Development Committees.

The mandate of the Committees is to develop a Peer Mentorship Program.

The parties further agree that this will be completed within nine (9) months of ratification of the collective agreement.

Once these guidelines have been completed the Peer Mentorship Program will be implemented through MCSCS and MCYS.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

26. NEW - STAFFING REALIGNMENTS (PO & PPO)

Add new Appendix as follows:

NEW APPENDIX

[DATE]
STAFFING REALIGNMENTS (PO & PPO)

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Staffing Realalignments for Probation and Probation and Parole Officers in the event of Downsizing

For the term of the collective agreement, in the event of staffing realignments (downsizing) of Probation and/or Probation and Parole, in the Ministry of Community Safety and Correctional Services and/or the Ministry of Children and Youth services, the parties agree to work together to minimize the impact on staff through cross-Ministry agreements which enable staff to move within both Ministries.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

27. NEW - FLEXIBLE HOURS OF WORK (PO & PPO)

Add new Appendix as follows:

NEW APPENDIX

[DATE]
FLEXIBLE HOURS OF WORK (PO & PPO)

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario M3B 3P8

Re: Letter of Understanding
Flexible Hours of Work and Telework Arrangements that Include CWV Schedules in Probation and
Probation & Parole Offices

Flexible hours of work arrangements are defined as when the start and/or stop times for the employee are outside of a designated core period.

Whereas the parties agree that flexible hours of work arrangements can be an effective method of assisting employees to balance work and personal responsibilities as well as achieving organizational objectives, the parties agree to the following:

- 1) Hours of work shall be arranged to best serve the convenience of the public and the achievement of operational needs.
- 2) The parties recognize that there may be instances where flexible hours of work arrangements may not be a viable method of arranging schedules to meet operational requirements. Further, the parties agree that it is critical to, at a minimum, adhere to common service standards.
- 3) Local Employee Relations Committees may enter into a review process on the feasibility of incorporating flexible hours of work arrangements in the workplace, including Compressed Work Week agreements.
- 4) Should the workplace not have a Local Employee Relations Committee, the Ministry Employee Relations Committee may review the feasibility of incorporating a flexible hours of work arrangement in the workplace.
- 5) When the employer cancels or amends a flexible hours of work arrangement, they shall provide notice to the affected employee(s) in writing at least one (1) month prior to the cancellation or amendment.
- 6) The parties recognize that the Employer has the right to deny, alter or cancel flexible hours of work arrangements. The Employer's exercise of discretion pursuant to this letter shall not be grievable.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

28. NEW - LOCAL MED-ARB PROTOCOL

Add new Appendix as follows:

NEW APPENDIX

[DATE]
LOCAL MEDIATION-ARBITRATION PROTOCOL AND
IMPROVING & MAINTAINING LOCAL LABOUR RELATIONS

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Local Mediation-Arbitration Protocol and
Improving & Maintaining Local Labour Relations

This will confirm the parties' joint commitment to the Memoranda of Agreement dated April 8, 2011 regarding Improving and Maintaining Local Labour Relations as well as the Local Mediation-Arbitration Protocol dated April 8, 2011. The parties agree to carry forward this commitment of improving labour relations in MCSCS and MCYS.

For clarity, MCSCS will continue to follow the above-noted agreement and protocol, and MCYS will negotiate a similar agreement and protocol within ninety (90) days of ratification of the collective agreement.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

29. NEW - MENTAL HEALTH TRAINING

Add new Appendix as follows:

NEW APPENDIX

[DATE]
MENTAL HEALTH TRAINING

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Mental Health Training

The parties agree to create a joint sub-committee of the MCSCS and MCYS MERCs to jointly review, make recommendations, including potential enhancements, as necessary to the Mental Health Training Curriculum, as well as participate in the development of any new curriculum changes to Mental Health Training. The subcommittee shall meet within ninety (90) days of ratification of this collective agreement to develop its Terms of Reference.

The parties agree that the Employer will provide mandatory mental health training, in accordance with the Mental Health Training Curriculum, regarding the day-to-day supervision of inmates, youth, and offenders in the institutions, facilities or community, as applicable, for all employees.

The Employer recognizes the need for mental health training for employees in the day-to-day supervision of inmates, youth, and offenders. The need for this training has been identified in many Ministry reports and inquests as fundamental to the care, custody and control of inmates, youth and offenders and for service delivery.

This Letter of Understanding shall be effective as of the date of ratification and continues for the duration of the Collective Agreement.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

30. APPENDIX COR6 – TRAINING AND DEVELOPMENT

Amend Appendix COR6 as follows:

[DATE]
TRAINING AND DEVELOPMENT

The parties agree that the joint Training and Development subcommittees of the MERCs will continue to examine issues related to training and development as they apply to the Ministry.

The mandate of the subcommittees will include:

- supporting professionalism through its review of the training, advice and tools that are currently being used;
- reviewing information regarding training from other jurisdictions across Canada;
- recommending improvements through the reviews of current training and training models from other jurisdictions;
- reviewing the structure or development of internal training programs and special project training assignments;
- investigating and reviewing professional development opportunities;
- supporting Peer Mentorship Committees.

Meetings

The sub-committees will meet quarterly with all meetings for the year to be scheduled at the first meeting of each year.

Agenda and Minutes

Annotated agendas of reasonable length detailing issues in a clear and concise fashion will be exchanged by the parties at least ten (10) working days in advance. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees.

With mutual consent, additional items may be added prior to, or at the meeting.

Minutes will be done live and signed off by both parties at the conclusion of each meeting.

Referral of Unresolved Matters

Matters which cannot be resolved may be referred to the Ministry Employee Relations Committee (MERC) at the request of either party.

Composition

The subcommittees shall be comprised of equal numbers of Union and Employer representatives including the Ministry Union MERC Co-Chair or designee, and shall be activated within ninety (90) days of the signing of this Agreement. Four (4) union representatives will be from the Correctional Bargaining Unit.

It is understood that time off, and compensation for subcommittee members will be dealt with in accordance with the usual practice adopted by MERCs for such matters.

31. NEW - USE OF FORCE SUB-COMMITTEE

Add new Appendix as follows:

NEW APPENDIX

[DATE]
USE OF FORCE SUB-COMMITTEE

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Use of Force Sub-committee

The parties agree to the establishment of a sub-committee for the Ministry of Community Safety and Correctional Services MBRC to study and review the results of the Ombudsman's report on Use of Force in Jails.

The mandate of the Use of Force subcommittee will include:

1. The development of the terms of reference for the sub-committee. The committee will be comprised of four (4) Union members, including the MBRC co-chair, and four (4) Employer representatives and shall be activated within ninety (90) days of signing of this agreement.
2. Review the findings and recommendations of the Ombudsman's Report and make recommendations to the Deputy Minister on matters arising from the Ombudsman's Report.

It is understood that time off and compensation for sub-committee members will be dealt with in accordance with the usual practice adopted by MBRC for such matters.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HR Ontario
Ministry of Government Services

32. NEW - INSTITUTIONAL/FACILITY SECURITY TEAMS

Add new Appendix as follows:

NEW APPENDIX

[DATE]

INSTITUTIONAL/FACILITY SECURITY TEAMS

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Institutional/Facility Security Teams

The parties agree that the Institutional Security Team (IST) currently established at Toronto West Detention Centre (TWDC) has a positive impact on TWDC's security.

The Employer commits to the continuation of the TWDC's IST and will establish an IST at the Toronto South Detention Centre when it is commissioned. ISTs may be established in other Correctional Institutions in MCSCS and MCYS Facilities.

Where Field Intelligence Officers are assigned, ISTs will be established upon the direction of the Superintendent.

This agreement will be in effect for the term of the collective agreement.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

33. NEW - BACKFILLS IN COMMUNITY SERVICES

Add new Appendix as follows:

NEW APPENDIX

[DATE]

BACKFILLS IN COMMUNITY SERVICES

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Backfills in Community Services**

A joint committee of the MCSCS and MCYS MERCs shall be established to examine the creation of a backfill pool of Ministry employees, including qualified Probation Officers, Probation and Parole Officers, Correctional Officers, Youth Services Officers, Bailiffs, and Support Staff.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

34. NEW - SAFETY EQUIPMENT AND PROTECTIVE CLOTHING FOR PO AND PPO

Add new Appendix as follows:

NEW APPENDIX

[DATE]

SAFETY EQUIPMENT AND PROTECTIVE CLOTHING FOR PO AND PPO

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Safety equipment and protective clothing for PO and PPO

Probation Officers and Probation and Parole Officers are often required to work in the community and in remote locations as a requirement of their jobs. The employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees in accordance with Article 9.2.

Any disputes regarding Probation Officer and Probation and Parole Officer safety and equipment and protective clothing shall be referred to the respective MERC for discussion and resolution.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

35. APPENDIX COR12 – PROBATION AND PAROLE OFFICER WORKLOAD

Amend Appendix COR12 as follows:

APPENDIX COR12

[DATE]

PROBATION AND PAROLE OFFICER WORKLOAD

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Probation and Parole Officer Workload

This will confirm that the parties agree to continue the Probation and Parole Officer workload Sub-committee of MCSCS MERC for the duration of this Collective Agreement.

The mandate of the workload subcommittee will include:

1. Development of Terms of Reference for the Sub-committee
2. Establishment of a process to address work load concerns in a timely manner
3. Any new policy that will have a direct impact on workload, shall be submitted for review. The sub-committee can make recommendations on strategies to address increased workload.
4. Make recommendations to MERC on work load issues as needed.

This will confirm that the parties will utilize a Work Load Analysis tool in their respective Ministries to reallocate workload or resources. For clarity, MCSCS will refer all workload/work tool issues/disputes to the local workload review committee and if not resolved, it will then be referred to the RERC. If not resolved at RERC the matter will be referred to the workload subcommittee of MERC.

The MCSCS subcommittee will be comprised of equal members of Union and Employer representatives (membership will include the Union Probation & Parole representative on MERC) and shall be activated within ninety (90) days of signing of this agreement.

It is understood that time off and compensation for subcommittee members will be dealt with in accordance with the usual practice adopted by MERCs for such matters.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

36. NEW - PROBATION OFFICER WORKLOAD

Add new Appendix as follows:

NEW APPENDIX

[DATE]

PAROLE OFFICER WORKLOAD

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Parole Officer Workload

MCYS MERC will:

1. Jointly develop and determine the Workload Analysis tool to be used.
2. Develop an implementation plan and process to deal with workload issues.
3. Create a workload dispute resolution mechanism.
4. Review new initiatives to determine workload implications and make recommendations to address workload issue.

Yours truly,

Mark Dittenhofer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

37. NEW – ALTERNATIVE DISCIPLINE RESOLUTION PROCESS COMMITTEE

Add new Appendix as follows:

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Alternative Discipline Resolution Process Committee ("ADRC")

The parties agree to establish an Alternative Discipline Resolution Process Committee ("ADRC") to review suspensions and/or dismissals after they have been imposed but prior to an appearance before the Grievance Settlement Board in the event that a grievance is referred.

The ADRC will be a subcommittee of the respective MERCs and will be comprised of an equal number of Union and Employer representatives from the MERCs. It is understood that time off and compensation for committee members will be dealt with in accordance with the usual practice adopted by MERC for such matters.

The MERC will convene within ninety (90) days of ratification to develop a terms of reference for the ADRC.

Ministry of Government Services

Ministère des Services gouvernementaux

Centre for Employee Relations
Employee Relations Division
HROntario

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Division des relations de travail
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November 14, 2012

Mr. Rob Field
Senior Negotiator, Corrections Team
OPSEU
100 Lesmill Road
North York, ON M3B 3P8

Dear Mr. Field:

Re: Continuation of ASMP

The Employer is providing notice that it will be continuing the Attendance Support and Management Program for the Correctional Bargaining Unit.

Regards,

Mark Dittenhoffer
Manager, Employee Relations Division
HROntario, Ministry of Government Services

cc: Warren "Smokey" Thomas, OPSEU President
Dan Sidsworth, MCSCS MERC Co-chair
Glenna Caldwell, MCYS MERC Co-chair

Ministry of Government Services

Ministère des Services gouvernementaux

Centre for Employee Relations
Employee Relations Division
HROntario

Centre des relations de travail
Division des relations de travail
RHOntario



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November 14, 2012

MEMORANDUM TO: Rob Field, Sr. Negotiator, OPSEU

FROM: Mark Diltenhoffer, Manager, Employee Relations Division, MGS

SUBJECT: Compensating Leave

I am writing to advise you that upon the ratification of the Correctional Bargaining Unit collective agreement, the Employer will not agree to allow Bailiffs to receive compensating leave in lieu of pay as set out in Article COR8.5 and COR16.4.

Regards,

Mark Diltenhoffer
Manager, Employee Relations Division
HROntario, Ministry of Government Services

cc: Warren "Smokey" Thomas, OPSEU President
Dan Sidsworth, MCSCS MERC Co-chair

Ministry of Government Services

Ministère des Services gouvernementaux

Centre for Employee Relations
Employee Relations Division
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Centre des relations de travail
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November 14, 2012

MEMORANDUM TO: Rob Field, Sr. Negotiator, OPSEU

FROM: Mark Dittenhoffer, Manager, Employee Relations Division, MGS

SUBJECT: Schedule Change

Please be advised that effective (date of ratification), the positions of 50540 Provincial Bailiff 1 and 50541 Provincial Bailiff 2 of the Correctional Bargaining Unit will be moved from schedule 4 to schedule 4-7 and will be subject to all rights and entitlements that flow from schedule 4-7.

Regards,

Mark Dittenhoffer
Manager, Employee Relations Division
HROntario, Ministry of Government Services

cc: Warren "Smokey" Thomas, OPSEU President
Dan Sidsworth, MCSCS MERC Co-chair

38. APPENDICES

Renew the following appendices:

- Appendix COR1 – Schedule A - Averaging of Hours of Work
- Appendix COR5 – Classification Adjustments
- Appendix COR8 – Provincial Overtime Protocol
- Appendix COR10 – Suspension of Fixed-Term Employees

Signed this ____ day of _____, 2012, in Toronto, Ontario.

FOR THE UNION:

FOR THE EMPLOYER:

E18 – Without Prejudice or Precedent

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rec'd: 11:55am
Dec. 21/12

December 21, 2012

Rob Field,
Sr. Negotiator
Ontario Public Service Employees Union (OPSEU)
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Redefined Correctional Bargaining Unit

In response to OPSEU proposal U-35 regarding a redefined correctional bargaining unit, the Employer is in agreement to continue discussions following the conclusion of bargaining. Both parties support the principle of broadening the scope of the correctional bargaining unit to be defined as all OPSEU employees working in correctional facilities and offices under MCYS and MCSCS and the creation of a stand-alone agreement.

Regards,

Mark Dittenhoffer
Manager, Centre for Employee Relations
Employee Relations Division, HROntario
Ministry of Government Services

Memorandum of Understanding

RE: Redefined Correctional Bargaining Unit

The Corrections Negotiating Team has reviewed the Employer's proposal to create a Corrections only collective agreement. Any agreement on this proposal by the Union will require considerable internal consultations. We require authorization by the OPSEU Executive Board and consultation with the affected members of the locals, to ensure that democracy and transparency needs are met.

The Corrections Negotiating Team supports in principle broadening the Scope of the Correctional Bargaining Unit to be defined as all OPSEU employees working in correctional facilities and offices under MCYS and MCSCS.

In the past, proposals regarding redefining bargaining units have taken place outside of the bargaining process. The complexities of this proposal require the parties to use due diligence in completing the process.

Therefore the Union proposes that the parties continue discussions immediately following the conclusion of bargaining regarding the proposal to broaden the scope of the Correctional Bargaining Unit and to create a "stand alone" agreement.