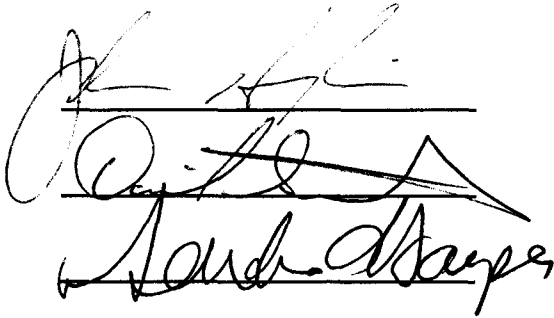


**MEMORANDUM OF AGREEMENT  
PART 5: BLUEWATER YOUTH CENTRE**

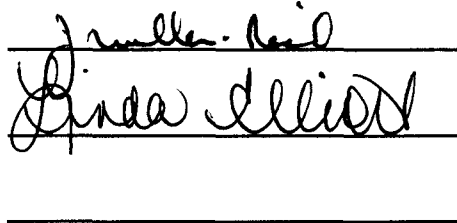
On May 30, 2008, an agreement was reached between the Employer (Ministry of Children and Youth Services; Ministry of Community Safety and Correctional Services) and the Union (Ontario Public Services Employees Union) concerning the application of the collective agreement during the transfer of youth in conflict with the law from the Bluewater Youth Centre in Goderich, Ontario to the Roy McMurtry Youth Centre located in Brampton, Ontario. This document is the formal agreement between the parties.

Signed on May 30, 2008

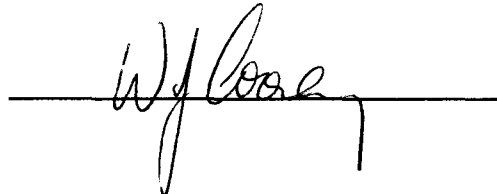
For the Union

  
Three handwritten signatures are present, each written over a horizontal line. The signatures are in cursive and appear to be: 1. A signature starting with 'A', 2. A signature starting with 'O', and 3. A signature starting with 'S'.

For the Ministry of Children  
and Youth Services

  
Two handwritten signatures are present, each written over a horizontal line. The first signature starts with 'J' and the second with 'G'.

For the Ministry of Community Safety  
and Correctional Services

  
A single handwritten signature is present, written over a horizontal line. The signature starts with 'W'.

## PART 5: BLUEWATER YOUTH CENTRE

In August 2005, the Ministry of Children and Youth Services announced the construction of the Roy McMurtry Youth Centre located in Brampton, Ontario.

Without prejudice or precedent, the parties agree to the following with respect to the application of the OPSEU Collective Agreement during the transfer of youth in conflict with the law from the Bluewater Youth Centre located in Goderich, Ontario to the Roy McMurtry Youth Centre located in Brampton, Ontario.

### SECTION 5.1: CLASSIFIED YOUTH SERVICES OFFICERS – APPENDIX 13 RIGHTS TO THE ROY McMURTRY YOUTH CENTRE FROM THE BLUEWATER YOUTH CENTRE

1. Due to the planned transfer of three (3) classified Youth Services Officer positions at the Bluewater Youth Centre to the Roy McMurtry Youth Centre, the Employer agrees that all classified Youth Services Officers who own permanent positions at the Bluewater Youth Centre as of the date of the signing of this agreement and who continue to be employed in the OPS will be notified, in writing, of the Ministry's decision to change the location of the workplace.
2. The Employer will offer three (3) Youth Services Officer positions at the Roy McMurtry Youth Centre to Youth Services Officers from the Bluewater Youth Centre in descending order of seniority until all of the positions are filled.
3. The Employer has advised that there will be no change in the number of Youth Services Officer positions at the Bluewater Youth Centre due to the commissioning of the Roy McMurtry Youth Centre.
4. The change in the location of the workplace will be in accordance with Appendix 13 (relocation of an operation beyond a 40 km radius) and the Employer's Relocation Policy.
5. Employees will be given five (5) days to accept or decline the position at the Roy McMurtry Youth Centre.
6. Employees who decline the change in workplace location will remain classified Youth Services Officers at the Bluewater Youth Centre.
7. The Employer will determine the effective date of the relocation of the employee(s).
8. Nothing in this agreement constitutes Union agreement to the Ministry's Youth Justice Services plan or youth centre complement.

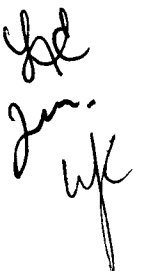


9. The parties agree that a subcommittee of the Joint MERC's will be established. This subcommittee will be called the Joint MERC Implementation Committee. Duties of this committee will include monitoring implementation and interpretation of this agreement.
10. The parties agree that the Employer retains their Article 2 rights.
11. The parties agree that Vice-Chair Briggs shall remain seized to resolve any disputes arising over the implementation of these terms of settlement.



## SECTION 5.2: CLASSIFIED NON-YOUTH SERVICES OFFICER POSITIONS

1. The Employer has advised that the non-Youth Services Officer positions at the Bluewater Youth Centre will not be impacted as a result of the transfer of youth from the Bluewater Youth Centre to the Roy McMurtry Youth Centre.
2. Should the staffing model of the Roy McMurtry Youth Centre be revised prior to the conclusion of the disentanglement discussions related to the youth units from the co-located facilities, the Employer will apprise the Union and undertake negotiations with regard to these positions.



### SECTION 5.3: UNCLASSIFIED YOUTH SERVICES OFFICER POSITIONS

1. The Employer has advised that unclassified Youth Services Officer positions at the Bluewater Youth Centre will not be impacted by the transfer of youth from the Bluewater Youth Centre to the Roy McMurtry Youth Centre.
2. Unclassified Youth Services Officers who wish to transfer from the Bluewater Youth Centre to the Roy McMurtry Youth Centre should request a transfer in conjunction with the Youth Centre Administrator of the Bluewater Youth Centre and the Roy McMurtry Youth Centre. Unclassified contract transfer to the Roy McMurtry Youth Centre from the Bluewater Youth Centre from interested unclassified Youth Services Officers will be considered based on operational requirements and Appendix 24 Unclassified Seniority.