

**Employer Proposals  
For  
Amendment of the  
Correctional Collective Agreement (expiring December 31, 2012)  
Between  
The Crown in Right of Ontario as Represented  
By  
Management Board of Cabinet  
And  
The Ontario Public Service Employees Union (OPSEU)**

This document contains items requested by the Crown in Right of Ontario as represented by Management Board of Cabinet in collective agreement negotiations with the Ontario Public Service Employees Union (OPSEU).

These items are submitted without prejudice to any future proposed amendments or additions, and subject to any errors or omissions.

The Employer reserves the right to amend or withdraw its proposals or to introduce counter-proposals to the Union's proposals during negotiations.

**ARTICLE COR20**  
Term of Agreement

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*Two-year term for the new Collective Agreement (covering the period of January 1, 2013 to December 31, 2014).*

COR20.1 This Agreement covers the period from January 1, 2009~~13~~ to December 31, 2014~~214~~. The effective date of any changes to the terms of this Agreement from the previous Agreement, unless otherwise indicated, shall be ~~March 12, 2009~~**(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*.

**ARTICLE COR19**  
Salary

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*No across the board wage increases for the duration of the collective agreement.*

*This is consistent with the direction outlined in the 2012 Ontario Budget and the agreements reached with teachers and AMAPCEO.*

**ARTICLE COR19 - SALARY**

COR19.1(a) ~~All wages rates to be increased across the board as follows:~~

<del>January 1, 2009 —</del>	<del>1.75%</del>
<del>January 1, 2010 —</del>	<del>2.0%</del>
<del>January 1, 2011 —</del>	<del>2.0%</del>
<del>January 1, 2012 —</del>	<del>2.0%</del>

~~The above increases are to be compounded.~~

**(b) — Effective January 1, 2013, the salary rates in effect on December 31, 2012, shall remain in effect, and** ~~The salary rates for all classifications~~ 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.

*NOTE: Salary progression freeze and the amendment of the existing grids to incorporate a new lower minimum step is a Central matter and will be dealt with at the Central Table.*

**CONTINUE ATTENDANCE SUPPORT AND MANAGEMENT PROGRAM**

**APPENDIX COR13**

Joint Attendance Strategy and Implementation Committee

**ARTICLE COR15/COR18**

Absenteeism Targets and RPT Absenteeism Targets

**APPENDIX COR7**

Absenteeism Target Incentive

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*Over the course of the current collective agreement, Correctional Officers and Youth Workers have significantly improved attendance.*

*The Employer will continue the Attendance Support and Management Policy as well as continuation of the Joint Attendance Strategy and Implementation Committee.*

*The Employer proposes lower absenteeism targets along with corresponding incentives and related language for regular Correctional Officers and Youth Workers.*

**CONTINUE ATTENDANCE SUPPORT AND MANAGEMENT PROGRAM**

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.

## APPENDIX COR13 – Joint Attendance Strategy and Implementation Committee

**MEMORANDUM TO:** Rob Field, Senior Negotiator, Corrections Bargaining Table

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

**SUBJECT:** Joint Attendance Strategy and Implementation Committee

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The parties agree upon the joint objective of establishing and maintaining a consistent level of improved attendance.

**The Ontario Public Service is committed to effective and efficient management of employee attendance that balances the organization's need to maximize workforce productivity with an employee's need for support when absent due to illness or injury. Employee attendance is fundamental to the quality of public services, and achieving and maintaining regular attendance remains a priority issue.**

In order to assist the parties in reaching the targets set out in Article COR15.1 and COR18.1 of the Correctional Bargaining Unit Collective Agreement and to monitor the rates of attendance, the parties agree to establishing a committee composed of representatives from the MCSCS MERC, the MCYS MERC and the ~~MGS-CERC~~ **Attendance Support and Management Office**. The committee will explore Health and Productivity programs to improve health, wellness and levels of attendance and cooperative approaches to accommodation.

~~Further the Employer provided notice during these negotiations that it intends to discontinue the application of the current Attendance Support Program to the Correctional Bargaining Unit. The Employer will implement an Attendance Support and Management Pilot Program for the Correctional Bargaining Unit that will apply for the term of the collective agreement. The parties agree that MERC shall conduct an interim review of the pilot after two years from the date of its implementation, and shall report their findings back to CERC.~~

**Further, the Employer provided notice during these negotiations that it intends to continue to apply the Attendance Support and Management Program for the Correctional Bargaining Unit.**

The Employer is committed to engaging with the Correctional Bargaining Unit to discuss various strategies to address these important issues.

### ARTICLE COR15 – Absenteeism Targets

- COR15.1 a) In the event that the average absences from the date of ratification to December 31, 2009~~13~~ due to non-work related illness or injury for Correctional Officers and Youth Workers in the Regular Service is greater than ~~one hundred and ninety two (192)~~ **one hundred and four (104)** hours in the first calendar year of the collective agreement (to be pro-rated to reflect that the period from the date of ratification to December 31, 2009~~13~~ is less than one (1) calendar year), Article COR16.1.1 shall be null and void and Article COR16.1.1A shall be implemented effective January 1, 2010~~13~~ until December 31, 2014~~3~~.
- b) In the event that the average annual absences due to non-work related illness or injury for Correctional Officers and Youth Workers in the Regular Service is greater than ~~one hundred and seventy six (176)~~ **ninety six (96)** hours in the second calendar year of the collective

agreement (January 1, 2014 to December 31, 2014), **or any calendar year thereafter**, Article COR16.1.1 shall be null and void and Article COR16.1.1A shall be implemented effective January 1, 2011 until December 31, 2011 **of the following year**.

~~e) In the event that the average annual absences due to non-work related illness or injury for Correctional Officers and Youth Workers in the Regular Service is greater than one hundred and sixty (160) hours in the third calendar year of the collective agreement (January 1, 2011 to December 31, 2011), Article COR16.1.1 shall be null and void and Article COR16.1.1A shall be implemented effective January 1, 2012 until December 31, 2012.~~

~~d) In the event that the average annual absences due to non-work related illness or injury for Correctional Officers and Youth Workers in the Regular Service is greater than one hundred and forty four (144) hours in the fourth calendar year of the collective agreement (January 1, 2012 to December 31, 2012) or any calendar year thereafter, Article COR16.1.1 shall be null and void and Article COR16.1.1A shall be implemented effective January 1 of the following year.~~

COR15.2 As soon as practical at the end of each quarter (within approximately thirty (30) days thereafter), the Union will be advised of the utilization of sick leave for the purposes of Article COR18.1. The report will reflect absences for employees who are hired or terminate in the calendar year, or who work less than full-time hours, on a pro-rated basis.

## ARTICLE COR18 – RPT Absenteeism Targets

COR18.1 a) In the event that the average absences from the date of ratification to December 31, 2009**13** due to non-work related illness or injury for Correctional Officers and Youth Workers in the Regular Service is greater than ~~one hundred and ninety two (192)~~ **one hundred and four (104)** hours in the first calendar year of the collective agreement (to be pro-rated to reflect that the period from the date of ratification to December 31, 2009**13** is less than one (1) calendar year), Article COR16.1.1 shall be null and void and Article COR16.1.1A shall be implemented effective January 1, 2010**13** until December 31, 2014**3**.

b) In the event that the average annual absences due to non-work related illness or injury for Correctional Officers and Youth Workers in the Regular Service is greater than ~~one hundred and seventy six (176)~~ **ninety six (96)** hours in the second calendar year of the collective agreement (January 1, 2014 to December 31, 2014), **or any calendar year thereafter**, Article COR16.1.1 shall be null and void and Article COR16.1.1A shall be implemented effective January 1, 2011 until December 31, 2011 **of the following year**.

~~e) In the event that the average annual absences due to non-work related illness or injury for Correctional Officers and Youth Workers in the Regular Service is greater than one hundred and sixty (160) hours in the third calendar year of the collective agreement (January 1, 2011 to December 31, 2011), Article COR16.1.1 shall be null and void and Article COR16.1.1A shall be implemented effective January 1, 2012 until December 31, 2012.~~

~~d) In the event that the average annual absences due to non-work related illness or injury for Correctional Officers and Youth Workers in the Regular Service is greater than one hundred and forty four (144) hours in the fourth calendar year of the collective agreement (January 1, 2012 to December 31, 2012) or any calendar year thereafter, Article COR16.1.1 shall be null and void and Article COR16.1.1A shall be implemented effective January 1 of the following year.~~

COR18.2 As soon as practical at the end of each quarter (within approximately thirty (30) days thereafter), the Union will be advised of the utilization of sick leave for the purposes of Article

COR18.1. The report will reflect absences for employees who are hired or terminate in the calendar year, or who work less than full-time hours, on a pro-rated basis.

## APPENDIX COR7 – Absenteeism Target Incentives

Special adjustments shall be as follows:

The following are special classification adjustments. These increases will be applied to existing rates, prior to any across the board increases and an across the board increase on the same date will be compounded on the special adjustment.

1. ~~The salary rates for all steps in the Correctional Officer 1, 2, 3 class series will be increased as follows:~~
  - i. ~~2 % on January 1, 2009~~
2. ~~The salary rates for all steps in the Youth Worker class series will be increased as follows:~~
  - i. ~~2% on January 1, 2009~~
3. ~~The salary rates for all steps in the Probation Officer 1, 2, 3 class series will be increased as follows:~~
  - i. ~~1% on January 1, 2009~~
  - ii. ~~1% on January 1, 2010~~
4. ~~Effective January 1, 2009, the salary rates for all steps in the following class series will be increased by 1%:~~
  - ~~Recreation Officer 1,2~~
  - ~~Industrial Officer 1, 2, 3~~
  - ~~Provincial Bailiff 1,2~~
  - ~~Trade Instructor 1, 2, 3~~
  - ~~Hairdresser Instructor~~
  - ~~Rehabilitation Officer 1, 2~~
  - ~~Correctional Locksmith~~
  - ~~Grounds / Maintenance Worker~~

1. If the average annual absences for Correctional Officers and Youth Workers in the Regular Service is less than or equal to the absenteeism targets set out in article COR15.1 (a) through COR15.1 ~~(d)~~, **(b)**, and COR18.1 (a) through COR18.1 ~~(d)~~, **(b)**, the Employer shall provide lump sum payments to regular Correctional Officers and regular Youth Workers as follows:
  - a. In the first year of the collective agreement:
    - i. ~~2% (To a maximum \$500 per year, based on a total of 2080 straight time (non-overtime) hours worked in a year) of the employee's straight time hourly rate as of December 31, 2009~~, and prorated for all hours worked in the period from the date of ratification to December 31, 2009 **13** if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(a) and COR18.1(a); or
    - ii. ~~2% (To a maximum \$750 per year, based on a total of 2080 straight time (non-overtime) hours worked in a year) of the employee's straight time hourly rate as of December 31, 2009~~, and prorated for all hours worked in the period from the date of ratification to December 31, 2009 **13** if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(a) and COR18.1(a); or
    - iii. ~~4% of the employee's straight time hourly rate as of December 31, 2009, for all hours worked in the period from the date of ratification to December 31, 2009, if the~~

- ~~average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(e) and COR18.1(e); or~~
- ~~iv. 5% of the employee's straight time hourly rate as of December 31, 2009, for all hours worked in the period from the date of ratification to December 31, 2009, if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(d) and COR18.1(d).~~
- b. In the second year of the collective agreement:
- i. ~~2% (To a maximum \$500 per year, based on a total of 2080 straight time (non-overtime) hours worked in a year) of the employee's straight time hourly rate as of December 31, 2009, and prorated for all hours worked in the period from the date of ratification to December 31, 2009~~ **13** if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(a) and COR18.1(a); ~~or.~~
  - ii. ~~3% of the employee's straight time hourly rate as of December 31, 2010, for all hours worked in the period of January 1, 2010 to December 31, 2010, if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(e) and COR18.1(e); or~~
  - iii. ~~4% of the employee's straight time hourly rate as of December 31, 2010, for all hours worked in the period of January 1, 2010 to December 31, 2010, if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(d) and COR18.1(d).~~
- e. ~~In the third year of the collective agreement:~~
- i. ~~2% of the employee's straight time hourly rate as of December 31, 2011, for all hours worked in the period of January 1, 2011 to December 31, 2011, if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(e) and COR18.1(e); or~~
  - ii. ~~3% of the employee's straight time hourly rate as of December 31, 2011, for all hours worked in the period of January 1, 2011 to December 31, 2011, if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(d) and COR18.1(d).~~
- d. ~~In the fourth year of the collective agreement:~~
- i. ~~2% of the employee's straight time hourly rate as of December 31, 2012, for all hours worked in the period of January 1, 2012 to December 31, 2012, if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(d) and COR18.1(d).~~

## **ARTICLE COR 8/COR16 and APPENDIX COR8**

### **Overtime/RPT Overtime and Provincial Overtime Protocol**

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*The Employer provides notice of its intent to move the Bailiff classifications from Schedule 4 to Schedule 4-7, and that it will not enter into mutual agreement for Bailiffs to receive compensating leave in lieu of pay.*

*The Employer proposes clarifying Article COR8.2.2/16.3.1 and the corresponding language in the Provincial Overtime Protocol. In addition, the Employer proposes to remove Item 7 from the Provincial Overtime Protocol.*

## ARTICLE COR 8 - Overtime

- 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.~~ **The Employer may offer overtime opportunities to employees or utilize the non-overtime regular and non-overtime fixed-term resources, 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

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.~~ **The Employer may offer overtime opportunities to employees or utilize the non-overtime regular and non-overtime fixed-term resources, 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.

## APPENDIX COR8 – PROVINCIAL OVERTIME PROTOCOL

### PROVINCIAL OVERTIME PROTOCOL

#### Letter of Understanding

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

**Re: Provincial Overtime Protocol dated October 29, 2009**

The parties agree that based on the amendments to the overtime provisions of the Correctional Bargaining Unit Collective Agreement, corresponding changes will be required for the Provincial Overtime Protocol. These changes include:

- Where an overtime period is a shift extension of four hours or less, such hours shall not be subject to distribution as per the overtime protocol, but the hours worked will count towards the overtime assessment period.
- ~~To the extent possible, 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.~~
- **The Employer may offer overtime opportunities to employees or utilize the non-overtime regular and non-overtime fixed-term resources, even if part of the shift becomes overtime.**

**Remove from the Protocol, these words where they now exist:**

- **Where the manager leaves a message or a page, there will be a five (5) minute “call-back” time allotted prior to moving to the next employee on the list. Overtime hours will be assigned to the employee(s) who responds first.**

The Provincial Overtime Protocol shall be referred to MERC for discussion and resolution of these changes and any other clarifications required, and must be ultimately approved by CERC.

**MEMORANDUM TO:** Rob Field, Sr. Negotiator, OPSEU

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

**SUBJECT:** **Schedule Change**

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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.

**MEMORANDUM TO:** Rob Field, Sr. Negotiator, OPSEU

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

**SUBJECT:** **Compensating Leave**

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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.

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**THE SCHEDULE AND PAY PERIOD OF FIXED-TERM EMPLOYEES**

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*Discuss the pay period for Fixed-Term Correctional Officers and Youth Workers.*

**APPENDIX COR3**  
Probation Officers Allowance

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*The Employer proposes a reduction in the Probation Officer Allowance days from seven to five, consistent with other groups in the Ontario Public Service.*

**Mr. R. Field**  
**Sr. Negotiator**  
**Correctional Bargaining Unit**  
**Ontario Public Service Employees Union**

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)~~ **five (5)** 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 (31<sup>st</sup>) 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.

**ARTICLE COR6**  
Shift Premium

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*The Employer proposes to eliminate the weekend premium and redirect a portion of the funds into base rate and pensionable earnings.*

COR6.1.1 Effective March 27, 1999, an employee shall receive a shift premium of one dollar (\$1.00) per hour for all hours worked between 5:00 p.m. and midnight. Where more than fifty percent (50%) of the hours worked fall within this period, the one dollar (\$1.00) per hour premium shall be paid for all hours worked.

E2 – Without Precedent or Prejudice

COR6.1.2 Effective March 27, 1999, an employee shall receive a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked between midnight and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the one dollar and fifty cents (\$1.50) per hour premium shall be paid for all hours worked.

~~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.~~

COR6.2 Notwithstanding Articles COR6.1.1 and COR6.1.2, where an employee's hours of work normally fall within 7:00 a.m. and 5:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 5:00 p.m. and 7:00 a.m.

COR6.3 Shift premiums shall not be considered as part of an employee's basic hourly rate.

COR6.4 Shift premium shall not be paid to an employee who for mutually agreed upon reasons works a shift for which he or she would otherwise be entitled to a shift premium excluding mutually agreed shift exchanges approved by the employer.

COR6.5 Notwithstanding Article 15 (Central Agreement), the premium provided for under Article COR6.1.3 shall be payable in addition to any premium payable under Article COR6.1.1 or COR6.1.2, as the case may be.

**November 14, 2012**

**MEMORANDUM TO: Mr. Rob Field,  
Sr. Negotiator, Corrections Team, OPSEU**

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

**SUBJECT: Elimination of Weekend Shift Premium**

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**The Employer proposes to eliminate the weekend premium and redirect a portion of the cost savings into base rate and pensionable earnings. In recognition of an agreement on this issue and the elimination of Article COR6.1.3 of the collective agreement, the Employer would agree to the following hourly wage increases to the salary grid:**

**Hourly Increase**

<b>Correctional Officer 1</b>	<b>0.29</b>	<b>0.31</b>	<b>0.33</b>		
<b>Correctional Officer 2 / Youth Worker</b>	<b>0.31</b>	<b>0.33</b>	<b>0.35</b>	<b>0.37</b>	<b>0.38</b>

## ARTICLE COR5 Shift Schedules

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*Shorten the requirement for notice of change in schedule from 120 hours in advance of the starting times of the shift originally scheduled to 24 hours.*

- 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 ~~one hundred and twenty (120)~~ **twenty-four (24)** hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified ~~one hundred and twenty (120)~~ **twenty-four (24)** 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.

## ARTICLE COR9 Call Back

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*Equalize entitlements for call back so that employees who are called back to work more than once in one four hour period are entitled to a minimum of 4 hours of call back pay whether they have to physically return to the workplace or not. Employees would continue to be paid a minimum of four hours pay at 1½ times their hourly rate.*

- COR9.1 An employee who leaves his or her place of work and is subsequently called back to work prior to the starting time of his or her next scheduled shift, **or is considered to be "called back to work" but is not required to physically attend at the workplace**, shall be paid a minimum of four (4) hours pay at one and one-half (1½) times his or her basic hourly rate. **If an employee is called back to work, or is considered to be "called back to work" more than once during a four hour period, the initial call and any subsequent calls during that same four-hour period will be treated as a single "call back to work" for pay purposes.**

~~COR9.2 Where an employee is contacted by the Employer outside the workplace prior to the starting time of his or her next scheduled shift, in circumstances where such contact is considered to be a “call back to work” but the employee is not required to physically attend at the workplace, the employee shall be paid a minimum of four (4) hours’ of pay at one and one half (1½) times his or her basic hourly rate. The initial call and any subsequent calls during that same four-hour period, will be treated as a single “call back to work” for pay purposes.~~

## **APPENDIX COR12**

### **Probation and Parole Officer Workload**

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The Employer proposes to continue to discuss workload issues at the local review committee meetings.

#### **PROBATION AND PAROLE OFFICER WORKLOAD**

##### **Letter of Understanding Regarding Probation and Parole Officer Workload**

~~This will confirm that the parties agree to discuss Probation and Parole Officer and Probation Officer workload issues at MCSCS and MCYS MERCs, in recognition of the different workload issues that Probation and Parole Officers (MCSCS) and Probation Officers (MCYS) respectively experience. that the implementation of the Workload Analysis Tool has successfully met the objective of identifying workload issues, thus allowing local resolution of these workload issues.~~

~~Any disputes regarding Probation Officer and Probation and Parole Officer workload shall be referred to the respective MERC for discussion and resolution.~~

**The parties commit to continue to discuss workload issues at the local review committee. Any disputes regarding Probation and Parole Officer workload issues from the local review committee shall be referred to the respective MERC for discussion and resolution.**

## **APPENDICES, LETTERS AND MEMORANDA OF AGREEMENT**

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*Employer proposes renewing the following appendices, letters and memoranda of agreement without amendment:*

- *Schedule A – Averaging of Hours of Work - Appendix COR1*
- *Custodial Responsibility Allowance – Appendix COR2*
- *MERC Terms of Reference – Appendix COR4*
- *Classification Adjustments – Appendix COR5*
- *Training and Development – Appendix COR6*
- *Suspension of Fixed-Term Employees – Appendix COR10*
- *Surveillance in Correctional Institutions – Appendix COR11*

## **APPENDICES, LETTERS AND MEMORANDA OF AGREEMENT**

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*Employer proposes amending the following appendices, letters and memoranda of agreement:*

- *Probation Officers' Allowance – Appendix COR3*
- *Special Adjustment – Appendix COR7*
- *Provincial Overtime Protocol – Appendix COR8*
- ~~*Fixed Term Rollovers – Appendix COR9*~~
- *Probation and Parole Officer Workload – Appendix COR12*
- *Joint Attendance Strategy and Implementation Committee – Appendix COR13.*

## **RESOLUTION OF GRIEVANCES**

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*The Employer is seeking to discuss outstanding disputes with a view to resolving these matters.*

## **HOUSEKEEPING**

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*General housekeeping amendments to be discussed.*