

Appendix "A"

GSB# 2007-3897 et al
(Mackay et al)

BETWEEN:

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(The Union)

-AND-

THE CROWN IN RIGHT OF ONTARIO
Ministry of Children and Youth Services and the Ministry of Community Safety
and Correctional Services (the ministries)

In an effort to promote positive labour relations in a time of fiscal constraint the parties agree without precedent and without prejudice to any future and/or similar matter(s) on the following terms:

1. The parties agree to and recognize the following facts:
 - The GSB decision dated July 9, 2009, obliges the ministries to create and fill at least one PO3 position (the "obligation").
 - The ministries have declared their intention to post and fill four PO3 positions in the MCYS and post and fill four PO3 positions in the MCSCS.
 - In order to fulfill the obligation, the ministries have indicated they would reduce their PO2 resources by a corresponding amount.
2. The obligation placed on the ministries by the board shall be on hiatus. The hiatus will expire when the collective agreement for the Correctional Bargaining unit dated January 1, 2009, to December 31, 2012, is renegotiated and ratified.
3. Effective January 1, 2012, and expiring at the same time as the hiatus as per paragraph 2 above, probation officers from either ministry are eligible to fill a vacancy in the other ministry by way of lateral transfer (Article 6.6.1) or to job trade as per Article 10.3.

4. For the purposes of paragraph 3 and in accordance with Article 6.6.1 and Article 10.3, the parties agree that probation officer positions in the MCYS are identical to probation officer positions in the MCSCS and any such positions shall be deemed to be within the same ministry.
5. The receiving ministry agrees to provide any mandatory training to any employee transferred under this agreement.
6. The parties agree and recognize that this agreement does not supersede or interfere with any diversity initiatives.
7. The parties agree and recognize that the assignment of an employee in accordance with Article 7 (Pay Administration), 20 (Employment Stability), and 42 (Long-Term Income Protection) shall have priority over a lateral assignment under this agreement.
8. The respective MERC Teams will attempt to resolve any issues that arise as a result of this agreement. Failing resolution at MERC, all grievances with respect to lateral transfers and job trades coming within the scope of this MOA shall be referred to the transition grievance table for resolution.

Dated this ^{20th} day of December 2011.

FOR OPSEU:

Glenna Caldwell




Gord Longhi

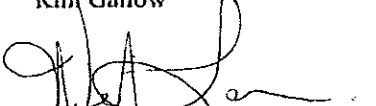


Sandra Harper

FOR THE EMPLOYER:



Kim Gallow



Wendy Love