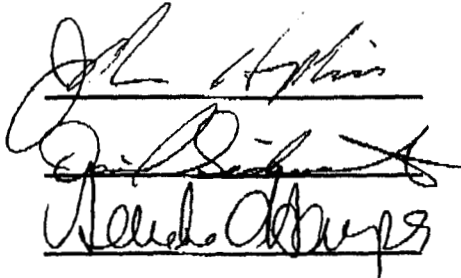


**MEMORANDUM OF AGREEMENT
PART 2: SPRUCEDALE YOUTH CENTRE**

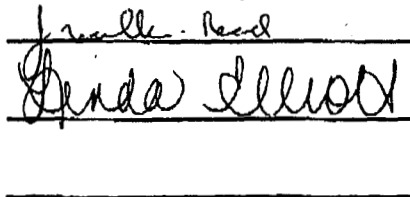
On May 30, 2008, an agreement was reached between the Employer (Ministry of Children and Youth Services; Ministry of Community Safety and Correctional Services) and the Union (Ontario Public Service Employees Union) concerning the application of the collective agreement during the transfer of youth in conflict with the law from the Sprucedale Youth Centre in Simcoe, 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

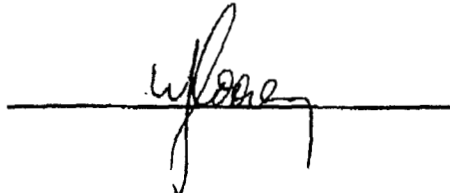
For the Union


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**For the Ministry of Children
and Youth Services**


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**For the Ministry of Community Safety
and Correctional Services**


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PART 2: SPRUCEDALE 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 Sprucedale Youth Centre located in Simcoe, Ontario to the Roy McMurtry Youth Centre located in Brampton, Ontario.

SECTION 2.1: CLASSIFIED YOUTH SERVICES OFFICERS

SECTION 2.1.1: CLASSIFIED YOUTH SERVICES OFFICERS – APPENDIX 13 RIGHTS TO THE ROY McMURTRY YOUTH CENTRE FROM THE SPRUCEDALE YOUTH CENTRE

1. Due to the planned transfer of fourteen (14) classified Youth Services Officer positions at the Sprucedale Youth Centre to the Roy McMurtry Youth Centre, the Employer agrees that all classified Youth Services Officers who own permanent positions at the Sprucedale 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 fourteen (14) Youth Services Officer positions at the Roy McMurtry Youth Centre to Youth Services Officers from the Sprucedale Youth Centre in descending order of seniority until all of the positions are filled.
3. 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.
4. Employees will be given five (5) days to accept or decline the position at the Roy McMurtry Youth Centre.

SECTION 2.1.2: CLASSIFIED YOUTH SERVICES OFFICERS – APPENDIX 13 RIGHTS TO THE DONALD DOUCET YOUTH CENTRE FROM THE SPRUCEDALE YOUTH CENTRE

1. The Employer will offer, in writing, four (4) Youth Services Officer positions at the Donald Doucet Youth Centre located in Sault Ste. Marie, Ontario to all classified Youth Services Officers/Correctional Officers who own permanent positions at the Sprucedale Youth Centre, the Brookside Youth Centre, the Hamilton-Wentworth Detention Centre, the Ottawa-Carleton Detention Centre, and the Kenora Jail as of the date of the signing of this agreement and who continue to be employed in the OPS.

2. Eligible Youth Services Officers/Correctional Officers will be part of a dovetailed seniority list. Where there are more Youth Services Officers/Correctional Officers electing to transfer than positions available, the employees on the dovetailed seniority list with the greatest seniority will be given the opportunity.
3. 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.
4. Employees will be given five (5) days to accept or decline the position at the Donald Doucet Youth Centre.

SECTION 2.1.3: ARTICLE 20 (EMPLOYMENT STABILITY) ENTITLEMENTS

1. The Employer has advised that upon commissioning of the Roy McMurtry Youth Centre, the classified Sprucedale Youth Centre Youth Services Officer positions will decrease by fourteen (14) positions.
2. Youth Services Officers who decline the opportunity to transfer to the Roy McMurtry Youth Centre or the Donald Doucet Youth Centre, or were not assigned to a position at these facilities based on seniority, may elect to receive entitlements under Article 20 (Employment Stability) of the OPSEU Collective Agreement.

SECTION 2.1.4: REMAINING AT THE SPRUCEDALE YOUTH CENTRE

1. Employees who decline the change in workplace location to the Roy McMurtry Youth Centre or the Donald Doucet Youth Centre will remain classified Youth Services Officers at the Sprucedale Youth Centre with OPSEU Collective Agreement entitlements, including Article 20 (Employment Stability).

SECTION 2.1.5: SAME SURPLUS DATE

1. The parties agree that the same surplus date will be used for surplus employees from the Sprucedale Youth Centre, the Brookside Youth Centre, the Hamilton-Wentworth Detention Centre, the Ottawa-Carleton Detention Centre, the Thunder Bay Correctional Centre and the Kenora Jail. The Employer will notify the MERC Committee of the surplus date as far in advance as possible.
2. The surplus date for those eligible for pension will be no later than December 31, 2008.

3. The employees will remain at their current worksite while operationally required.
4. Nothing in this agreement precludes employees from exercising their Article 6 (Posting and Filling of Vacancies or New Positions) entitlements to other positions in the Ontario Public Service.

SECTION 2.1.6: JOB SECURITY

1. In accordance with the April 14, 2008 Job Security Memorandum of Understanding, the parties agree to review individual requests from staff for the purpose of assisting with the continued employment of those who may be considered job threatened due to the disentanglement at the co-located sites or the commissioning of the new stand-alone MCYS facilities.
2. The parties agree to attempt to minimize layoffs by the use of Voluntary Exit Options (Article 20B.7).

SECTION 2.1.7: MISCELLANEOUS

1. The Employer will determine the effective date of the relocation of the employee(s).
2. Nothing in this agreement constitutes Union agreement to the Ministry's Youth Justice Services plan or the Youth Services Officer complement.
3. 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.
4. The parties agree that the Employer retains their Article 2 rights.
5. The parties agree that Vice-Chair Briggs shall remain seized to resolve any disputes arising over the implementation of these terms of settlement.



SECTION 2.2: CLASSIFIED SOCIAL WORKERS

SECTION 2.2.1: CLASSIFIED SOCIAL WORKERS – APPENDIX 13 RIGHTS TO THE ROY McMURTRY YOUTH CENTRE FROM THE SPRUCEDALE YOUTH CENTRE

1. Due to the planned transfer of one (1) classified Social Worker position at the Sprucedale Youth Centre to the Roy McMurry Youth Centre, the Employer agrees that all classified Social Workers who own permanent positions at the Sprucedale 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 one (1) Social Worker position at the Roy McMurry Youth Centre to Social Workers from the Sprucedale Youth Centre in descending order of seniority until the position is filled.
3. The change in 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.
4. Employees will be given five (5) days to accept or decline the position at the Roy McMurry Youth Centre.

SECTION 2.2.2: ARTICLE 20 (EMPLOYMENT STABILITY) ENTITLEMENTS

1. The Employer has advised that upon commissioning of the Roy McMurry Youth Centre, the classified Sprucedale Youth Centre Social Worker positions will decrease by one (1) position.
2. Social Workers who decline the opportunity to transfer to the Roy McMurry Youth Centre, or were not assigned to a position based on seniority, may elect to receive entitlements under Article 20 (Employment Stability) of the OPSEU Collective Agreement.

SECTION 2.2.3: REMAINING AT THE SPRUCEDALE YOUTH CENTRE

1. Employees who decline the change in location of the workplace to the Roy McMurry Youth Centre will remain classified Social Workers at the Sprucedale Youth Centre with OPSEU Collective Agreement entitlements, including Article 20 (Employment Stability).



SECTION 2.2.4: SAME SURPLUS DATE

1. The parties agree that the same surplus date will be used for surplus employees from the Sprucedale Youth Centre, the Brookside Youth Centre, the Hamilton-Wentworth Detention Centre, the Ottawa-Carleton Detention Centre, the Thunder Bay Correctional Centre and the Kenora Jail. The Employer will notify the MERC Committee of the surplus date as far in advance as possible.
2. The surplus date for those eligible for pension will be no later than December 31, 2008.
3. The employees will remain at their current worksite while operationally required.
4. Nothing in this agreement precludes employees from exercising their Article 6 (Posting and Filling of Vacancies or New Positions) entitlements to other positions in the Ontario Public Service.

SECTION 2.2.5: JOB SECURITY

1. In accordance with the April 14, 2008 Job Security Memorandum of Understanding, the parties agree to review individual requests from staff for the purpose of assisting with the continued employment of those who may be considered job threatened due to the disentanglement at the co-located sites or the commissioning of the new stand-alone MCYS facilities.
2. The parties agree to attempt to minimize layoffs by the use of Voluntary Exit Options (Article 20B.7).

SECTION 2.2.6: MISCELLANEOUS

1. The Employer will determine the effective date of the relocation of the employee(s).
2. Nothing in this agreement constitutes Union agreement to the Ministry's Youth Justice Services plan or the Social Worker complement.
3. 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.
4. The parties agree that the Employer retains their Article 2 rights.
5. The parties agree that Vice-Chair Briggs shall remain seized to resolve any disputes arising over the implementation of these terms of settlement.

uf *4d*
Jim.

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SECTION 2.3: OTHER CLASSIFIED NON-YOUTH SERVICES OFFICERS

SECTION 2.3.1: ALL OTHER CLASSIFIED NON-YOUTH SERVICES OFFICER POSITIONS

1. The Employer has advised that with the exception of one (1) Social Worker position, all other non-Youth Services Officer positions at the Sprucedale Youth Centre will not be impacted as a result of the transfer of youth from the Sprucedale 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 2.3.2: MISCELLANEOUS

1. Nothing in this agreement constitutes Union agreement to the Ministry's Youth Justice Services plan or the non-Youth Services Officer complement.
2. 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.
3. The parties agree that the Employer retains their Article 2 rights.
4. The parties agree that Vice-Chair Briggs shall remain seized to resolve any disputes arising over the implementation of these terms of settlement.



SECTION 2.4: UNCLASSIFIED YOUTH SERVICES OFFICERS

SECTION 2.4.1: UNCLASSIFIED YOUTH SERVICES OFFICERS POSITIONS

1. *Unclassified Youth Services Officers* who wish to transfer from the Sprucedale Youth Centre to the Roy McMurtry Youth Centre should request a transfer in conjunction with the Youth Centre Administrator of the Sprucedale Youth Centre and the Roy McMurtry Youth Centre. *Unclassified contract transfer to the Roy McMurtry Youth Centre from the Sprucedale Youth Centre from interested unclassified Youth Services Officers will be considered based on operational requirements and Appendix 24 Unclassified Seniority.*

SECTION 2.4.2: MISCELLANEOUS

1. The Employer will determine the effective date of the transfer of the employee(s).
2. Nothing in this agreement constitutes Union agreement to the Ministry's Youth Justice Services plan or the unclassified Youth Services Officer complement.
3. 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.
4. The parties agree that the Employer retains their Article 2 rights.
5. The parties agree that Vice-Chair Briggs shall remain seized to resolve any disputes arising over the implementation of these terms of settlement.

