



The latest bargaining and mobilizing news for OPS members

Details of Corrections Tentative Agreement

This edition of *Table Talk Update* lays out in detail all the new provisions contained in the tentative agreement signed on November 24. If you have any questions, please [contact OPSEU](#).

Term

The term of this collective agreement will be for three years: from January 1, 2015, to December 31, 2017. The Correctional Bargaining Unit is bound by the terms of the Central portion of the collective agreement, as per the Crown Employees Collective Bargaining Act, 1993 (CECBA).

Salary

- The salary rates in effect on December 31, 2014, will remain through 2015. In other words, there will be no increase for 2015.
- Effective January 1, 2016, all Correctional Bargaining Unit members will receive a one-time lump sum payment equal to 1.4 per cent of earned base salary, less statutory deductions.

- The calculation of the base salary will be based on wages earned for regular hours worked in 2015.
- This lump sum payment will not alter an employee's base salary for any purpose.
- Effective January 1, 2017, all Correctional Bargaining Unit members will receive an increase to their base salary of 1.4 per cent.

Salary grid progression freeze

- Employees who have not reached their maximum salary will not progress through the salary scale in 2016 or 2017.
- Your team made it abundantly clear to the Employer that we would not accept any proposed 12-step grid or a five per cent lower starting wage.

Special cases

The union presented three special-case submissions to the Employer: correctional officer/bailiff, PO/PPO, and rehabilitation

officers, but the Employer declined to entertain any of them.

Stand-alone collective agreement for the Corrections Bargaining Unit

- A process is established to achieve a stand-alone collective agreement for the Corrections Bargaining Unit to govern the terms and conditions of employment of the employees of the Correctional Bargaining Unit.
- The Employer commits to considering a request by the union to transfer members of the Unified Bargaining Unit into the Correctional Bargaining Unit at a later date.
- The Employer also commits to proposing amendments to CECBA that will include:
 1. amending the designated bargaining units as found in CECBA, as required for the creation of a stand-alone collective agreement. OPSEU will remain the bargaining agent for all OPS categories.
 2. providing the Correctional Bargaining Unit with access to interest arbitration in the event a collective agreement cannot be settled at the bargaining table.

This means arbitration decisions are binding on both parties.

- The Employer will consult with OPSEU within 60 days of the date of signing this Memorandum of Agreement and will consider the union's position and concerns on the amendments to CECBA before making amendments to the Act.
- Once CECBA is amended, the parties agree to bargain in good faith and make every reasonable effort to negotiate a

stand-alone collective agreement for the Correctional Bargaining Unit, to come into effect in January 2018. Bargaining for the stand-alone collective agreement will commence 180 days prior to the expiry of the current Central collective agreement.

This means bargaining for the stand-alone collective agreement will commence in June 2017.

- The stand-alone collective agreement for the Correctional Bargaining Unit will not be considered a first collective agreement but will be the **successor** of the 2015-17 Central and Correctional category agreements.

This means all existing articles, appendices, letters of understanding, benefits and pension provisions from the 2015-17 collective agreement will form the basis of the stand-alone collective agreement. The Correctional bargaining team will not be required to rebargain existing terms in 2017.

- If the parties are unable to negotiate a stand-alone collective agreement for the Correctional Bargaining Unit, the parties agree to refer all issues in dispute to interest arbitration. The Employer will have no right to lock out members of the Correctional Bargaining Unit, and the Correctional Bargaining Unit will have no right to strike.

This means there will be no requirement for essential/emergency service agreements. All members will continue to work throughout the entire negotiation process up to, and including, arbitration.

There is a fail-safe provision to the Memorandum of Agreement. If, for any reason, the amendments to CECBA are not in force before the expiry of the 2015-17 collective agreement on December 31, 2017, the parties agreed to an appendix

that will require the parties to bargain in good faith and make every reasonable effort to negotiate a stand-alone collective agreement pending the amendments to CECBA. The appendix also provides for access to arbitration if the parties are unable to negotiate a stand-alone collective agreement.

This ensures that negotiations for the stand-alone collective agreement for the Correctional Bargaining Unit will commence June 2017, and the Correctional Bargaining Unit will have access to interest arbitration if negotiations are unsuccessful.

Compensating time off (CTO)

The parties agreed to a letter of understanding that will provide a soft cap, to a maximum of 36 hours, of overtime to be banked quarterly. Any accumulated compensating leave that is not used by the end of the quarter in which it was accumulated shall be paid out at the end of that quarter and at the rate it was earned.

This means in addition to being able to bank 36 hours quarterly, any overtime worked in excess of the 36 hours banked will be paid out.

Administrative compensating leave (ACL)

All Correctional Bargaining Unit members shall be granted 36 hours of compensating leave, effective January 1, 2016, and again on January 1, 2017. Part-time employees will receive *pro rata* compensating leave based on the number of regular hours worked in the previous calendar year. Compensating leave that is not used within a calendar year shall be treated in accordance with Appendix COR 8.6.

This means that administrative compensating leave can be used either as time off or cashed out at any time prior to March 31 of the following year. This provision is an improvement for all regular and fixed-term employees, who will now receive additional time off.

Appendix COR 7 – Provincial Overtime Protocol

The Employer proposed removing the five-minute wait time and increasing the active hiring period from three to seven days. The team was able to maintain the existing language in the Provincial Overtime Protocol agreement.

This means the transparent and equitable distribution of overtime will be maintained.

Memorandum of Agreement – Correctional Officer Bargaining Unit Scheduling Assistant

The Employer's initial proposal was to remove all these positions in all facilities. The team was able to keep the correctional officer bargaining unit scheduling assistant in the following institutions: Central East Correctional Centre, Central North Correctional Centre, Maplehurst Correctional Centre, Vanier Centre for Women, Toronto South Detention Centre, South West Detention Centre, Hamilton-Wentworth Detention Centre, Elgin-Middlesex Detention Centre, Ottawa-Carleton Detention Centre and Toronto East Detention Centre.

Appendix COR 20 – Provincial Health and Safety

The MCSCS Provincial Health and Safety Co-Chair receives full-time book-off, and the MCYS Divisional Health and Safety Co-

Chair will also receive full-time book-off. The MCYS Community Health and Safety Representative will receive 36¼ hours off per month.

Appendix COR 14 – Occupational Stress Injuries

Improvements were made to the existing language in the letter of understanding. The Employer is required to notify the local president or next highest ranking of any assaults, injuries or threats against staff.

Appendix COR 32 – Alternative Discipline Resolution Process Committee

A subcommittee of both MCSCS and MCYS MERC was created to review grievances concerning suspension without pay in excess of 10 days, as well as dismissal grievances that have been referred to the Grievance Settlement Board. The parties can now discuss such grievances prior to the first appearance at the Grievance Settlement Board outside the mandate of the Correctional Services Mediation-Arbitration Protocol.

New Appendix – MCYS Self-Defence and Canteen Subcommittee

This appendix provides for the creation of two divisional health and safety subcommittees for MCYS. The employer agreed to implement self-defence training for youth services officers within training on understanding and managing aggressive behaviour. This appendix also provides a canteen/incentive committee to ensure consistency across youth facilities.

New Appendix – Improving Labour Relations in Community Services

The team was able to negotiate two new agreements:

1. A Memorandum of Agreement providing a protocol for local mediation/arbitration in community service that is regionally based.
2. A letter of understanding providing additional union leave for RERC meetings and local presidents in Locals 263, 424 and 551.

New Appendix – Uniform Points System

This appendix provides for a point-based system for all correctional officers and youth services officers, allowing more flexibility in ordering items. Correctional officers and youth services officers no longer have to adhere to the standard issue-based system. The new point system will allow access to the dress uniform.

New Appendix – Workload Review and Redeployment Subcommittee for MCSCS Probation and Parole

A new joint committee comprised of MERC members from both MCYS and MCSCS will be created to address workload concerns. The subcommittee will make recommendations to address resource shortages within probation and parole.

**Stay informed,
get involved, and show
your solidarity.**

**Together, we will
get a fair and decent
contract.**

Don't listen to rumours!

TableTalk Update is your only
official communication from the
OPS Bargaining Teams.

Your Corrections Bargaining Team

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**Keep
up the
good
work!**

**We appreciate
all your support
and urge you to
continue.**

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