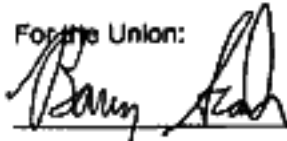


## Memorandum of Agreement/Settlement

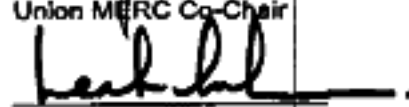
On February 25, 2002, a tentative Agreement was reached between the Employer (Ministry of Correctional Services) and the Union (Ontario Public Service Employees Union) concerning the application of the Collective Agreement during certain phases of the Ministry's transition. This document is the formal agreement between the parties, and shall be referred to as the Ministry Employees Relations Committee's third Agreement (MERC 3 Agreement).

Signed the 25<sup>th</sup> day of February, 2002.

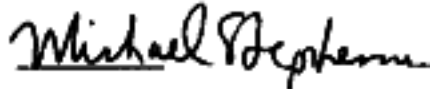
For the Union:



Union MERC Co-Chair



For the Employer:



Employer MERC Co-Chair

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**This Agreement is without prejudice or precedent to positions either the Union or the Employer may take on the same issues in future discussions.**

By virtue of this Agreement, the parties agree to the following settlement of all individual or policy grievances concerning Article 6 and Article 8 of the OPSEU Collective Agreement. All such grievances filed up to the date of signing of this Agreement are settled by virtue of the Agreement. The parties agree that this Agreement is not intended to supersede any of the provisions of previous Agreements dated May 3, 2001 and July 19, 2001 for Correctional Officers and non-Correctional Officers.



## PART 1

### SECTION A: LATERAL TRANSFERS TO BROCKVILLE JAIL - FROM PEMBROKE JAIL AND CORNWALL JAIL

#### CORRECTIONAL OFFICERS

1. Subject to MBS and MCS clearances, the Employer agrees to make the Correctional Officer vacancies at the Brockville Jail listed in Appendix 1A (CO) available for lateral transfer.
2. In addition to the Correctional Officers currently listed on the lateral transfer list as of January 18, 2002, and for the purposes of this Section, Correctional Officers with home positions at Pembroke Jail and Cornwall Jail will automatically be added to the lateral transfer list of the Ministry, for the Brockville Jail.
3. The parties agree that immediately upon the signing of this Agreement, the Employer shall access the above lateral transfer list to fill the Correctional Officer vacancies listed in Appendix 1A (CO).
4. With the agreement of an employee and on the basis of seniority, the employee will be assigned to the vacancy as per the lateral transfer list. The employee will have five days to accept or reject this lateral transfer. The provisions of Article 6.6.1 shall apply. The Employer will determine the effective date of the lateral transfer.
5. When an employee in a decommissioning institution (Cornwall Jail/Pembroke Jail) accepts a lateral transfer to the Brockville Jail, the employee will then be deemed to be a laterally transferred employee and will remain at their current location until their respective institution no longer houses any inmates or another date agreed to by the Employer and the Employee. Upon mutual agreement employees may be temporarily assigned elsewhere until their placement occurs (reference Part 5 paragraph 12).
6. A laterally transferred employee will be governed by the provisions of the Collective Agreement which are applicable to their new position.
7. The Implementation Committee will discuss the issue of any remaining or new vacancies occurring at Brockville Jail.

NON-CORRECTIONAL OFFICERS

8. Subject to MBS and MCS clearances, the Employer agrees to make the non-Correctional Officer vacancies at the Brockville Jail listed in Appendix 1A (NON-CO) available for lateral transfer.
9. In addition to the employees currently listed on the lateral transfer list as of January 18, 2002, and for the purposes of this Section, employees with home positions at Pembroke Jail and Cornwall Jail will automatically be added to the lateral transfer list of the Ministry, for the Brockville Jail.
10. The parties agree that immediately upon the signing of this Agreement, the Employer shall access the above lateral transfer list to fill the non-Correctional Officer vacancies listed in Appendix 1A (NON-CO).
11. With the agreement of an employee and on the basis of seniority, the employee will be assigned to the vacancy as per the lateral transfer list. The employee will have five days to accept or reject this lateral transfer. The provisions of Article 6.6.1 shall apply. The Employer will determine the effective date of the lateral transfer.
12. The provisions of paragraphs 5 to 7 of this Section will also apply to non-Correctional Officers.

**PART 1**

**SECTION B: APPENDIX 13 RIGHTS TO OTTAWA-CARLETON  
DETENTION CENTRE:  
FROM PEMBROKE JAIL AND CORNWALL JAIL**

1. Part 1B of this Agreement shall commence immediately upon completion of the identification of employees who have accepted lateral transfers under Part 1A.
2. The employees who have rights and entitlements to positions at Ottawa-Carleton Detention Centre are employees with home positions at the Pembroke Jail and the Cornwall Jail.
3. The employees' entitlement to relocate in this Section is in accordance with Appendix 13 for relocation of operation beyond a 40 km radius. Entitlement to relocation expenses shall be in accordance with the Employer's relocation policy.

**CORRECTIONAL OFFICERS**

4. Correctional Officers will be given five days to accept or decline the change in headquarters location to Ottawa-Carleton Detention Centre. If more employees choose to accept a position at the Ottawa-Carleton Detention Centre than positions available, the most senior employees from Pembroke Jail and Cornwall Jail will be offered the available positions first.
5. The Employer will determine the effective date of the relocation of the employee.
6. All Correctional Officers who decline the change in headquarters location may benefit from other provisions of this Agreement and/or those of the Collective Agreement, including Article 20.

**NON-CORRECTIONAL OFFICERS**

7. The Non-Correctional Officer employees who hold the same classification as the vacancies identified will be offered a change in headquarters location. Employees will be given five days to accept or decline the change in headquarters location to Ottawa-Carleton Detention Centre. If more employees choose to accept a position at the Ottawa-Carleton Detention Centre than positions available, the most senior employees from Pembroke Jail and Cornwall Jail will be offered the available positions first.
8. The Employer will determine the effective date of the relocation of the employee.
9. Employees who decline the change of headquarters location or are not eligible for relocation may benefit from other provisions of this Agreement and/or those of the Collective Agreement, including Article 20.

**PART 1**

**SECTION C: ST. LAWRENCE VALLEY AND TREATMENT CENTRE:  
APPENDIX 13 RIGHTS – FROM ONTARIO CORRECTIONAL  
INSTITUTE  
ARTICLE 2 – FROM BROCKVILLE JAIL**

1. The parties agree that the number of vacancies are approximate and subject to final approval of the Staffing and Program Plan of the St. Lawrence Valley and Treatment Centre (St. Lawrence Valley).
2. The parties further agree that once the final approval of the Staffing Plan at St. Lawrence Valley is obtained, the number and the placement of employees from the facilities identified herein will be adjusted by the Implementation committee.
3. The employees under this Section with rights and entitlements to positions at St. Lawrence Valley are employees with a home position at the Ontario Correctional Institute (OCI) and the Brockville Jail.
4. The parties agree that for the purpose of this Agreement the offender bed capacity at St. Lawrence Valley is deemed to be 350 beds.
5. The employees' entitlements to positions in accordance with this Section shall flow from their home position. Entitlement to relocation is in accordance with Appendix 13 for relocation of the operation beyond a 40 km radius and the Employer's relocation policy. Employees at Brockville Jail whose workplace is being changed under Article 2 of the Collective Agreement have no relocation entitlements as the new facility is within 40 km.

**CORRECTIONAL OFFICERS**

6. The proportion of the work deemed to be relocated to St. Lawrence Valley from OCI and Brockville Jail has been agreed upon by the parties and is outlined at Appendix 1C (CO) of this Agreement.
7. The remaining proportion of work for Correctional Officers will be made available in accordance with Part 1D (CO) of this Agreement.
8. The parties have agreed on a formula for the calculation of the proportion of the staff who will have entitlements to relocate with the operation. This calculation is found at Appendix 1C (CO) of this Agreement.
9. Upon implementation of paragraph 8 of this Section, the proportion of the work available and not accepted by OCI or Brockville Jail employees will be used to recalculate the number of available positions in Part 1D (CO) of this Agreement.

10. Correctional Officers will be given five days to accept or decline the change in headquarters location to St. Lawrence Valley. If more employees choose to accept a position at the St. Lawrence Valley than positions available, the most senior employees from the respective institutions will be offered the relocation of operation first.
11. The Employer will determine the effective date of the relocation of the employee.
12. All Correctional Officers who decline the change in headquarters location may benefit from other provisions of this Agreement and/or those of the Collective Agreement, including Article 20.
13. All OCI Correctional Officers who accept the change in headquarters location to St. Lawrence Valley will retain their Appendix 13 entitlements as long as they maintain a home position at OCI.
14. The parties agree that when an OCI Correctional Officer who has accepted Appendix 13 entitlements to St. Lawrence Valley permanently leaves their position at OCI for any reason they relinquish their Appendix 13 entitlements. The entitlements associated with the vacated position will be offered to another eligible OCI employee, based on seniority, who has not already declined Appendix 13 entitlements to St. Lawrence Valley in accordance with this Agreement. This offer will be made within fifteen days of the arising of the vacancy.
15. In reference to paragraphs 1 and 2 of this Section, should the number of Correctional Officer vacancies be approved beyond a complement of 120 positions, the parties agree to offer these additional vacancies in accordance with Appendix 13 entitlements to Correctional Officers with a home position at OCI on or after January 1, 2004.
16. The parties agree that after implementation of paragraph 15 of this Section, any remaining Correctional Officer vacancies at St. Lawrence Valley that have not been filled under this Section will be filled in accordance with the provisions of Article 20.
17. The parties agree that after implementation of paragraph 16 of this Section, any remaining Correctional Officer vacancies at St. Lawrence Valley that have not been filled under this Section will be filled from the Ministry's lateral transfer list.

NON-CORRECTIONAL OFFICERS

18. Non-Correctional Officer employees who hold the same classification as the vacancies identified will be offered a change in headquarters location. Employees will be given five days to accept or decline the change in headquarters location to St. Lawrence Valley. If more employees choose to accept the relocation to St. Lawrence Valley than positions available, the most senior employees from OCI/Brockville Jail will be offered the available positions first.
19. The Employer will determine the effective date of the relocation of the employee.
20. Non-Correctional Officer employees who decline the change of operations headquarters may benefit from other provisions of this Agreement and/or those of the Collective Agreement, including Article 20.
21. All non-Correctional Officers who accept the change in headquarters location to St. Lawrence Valley will retain their Appendix 13 entitlements as long as they maintain a home position at OCI.
22. The parties agree that when an OCI employee who has accepted Appendix 13 entitlements to St. Lawrence Valley permanently leaves their position at OCI for any reason they relinquish their Appendix 13 entitlements. The entitlements associated with the vacated position will be offered to another eligible OCI employee, based on seniority, who has not already declined Appendix 13 entitlements to St. Lawrence Valley in accordance with this Agreement. This offer will be made within fifteen days of the arising of the vacancy.

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**PART 1**

**SECTION D: LATERAL TRANSFERS TO ST. LAWRENCE VALLEY AND TREATMENT CENTRE:  
FROM RIDEAU CORRECTIONAL AND TREATMENT CENTRE  
AND FROM BROCKVILLE JAIL**

**CORRECTIONAL OFFICERS**

1. Subject to MBS and MCS clearances, the Employer agrees to make the vacancies at St. Lawrence Valley available for lateral transfer.
2. The proportion of vacancies available for lateral transfer will be as identified in Appendix 1C (CO), for Rideau/Brockville for lateral transfers purposes. As indicated in Part 1C of this Agreement, the proportion of the work not accepted by OCl employees will be recalculated and redistributed within this Part of the Agreement to Rideau CIC and Brockville Jail. The recalculated proportion will be confirmed by the implementation committee and shall not exceed the current number of Correctional Officer positions occupied at Rideau Correctional and Treatment Centre and at Brockville Jail after implementation.
3. In addition to the Correctional Officers currently listed on the lateral transfer list as of January 18, 2002, and for the purposes of this Section, Correctional Officers with home positions at the Rideau Correctional and Treatment Centre or the Brockville Jail will automatically be added to the lateral transfer list of the Ministry.
4. With the agreement of an employee, vacancies will be offered by lateral transfer in accordance with Article 6.6.1 and on the basis of seniority. The employee will have five days to accept or reject this lateral transfer. The Employer will determine the effective date of the lateral transfer.
5. With the agreement of an employee and on the basis of seniority, the employee will be assigned to the vacancy as per the lateral transfer list. The employee will have five days to accept or reject this lateral transfer. The provisions of Article 6.6.1 shall apply. The Employer will determine the effective date of the lateral transfer.
6. When an employee in a decommissioning institution (Rideau Correctional and Treatment Centre/Brockville Jail) accepts a lateral transfer to the St. Lawrence Valley, the employee will then be deemed to be a laterally transferred employee and will remain at their current location until their respective institution no longer houses any inmates or another date agreed to by the Employer and the Employee. Upon mutual agreement employees may be temporarily assigned elsewhere until their placement occurs (reference Part 5 paragraph 12).
7. A laterally transferred employee will be governed by the provisions of the Collective Agreement which are applicable to their new position.

*[Handwritten initials/signature]*

**NON-CORRECTIONAL OFFICERS**

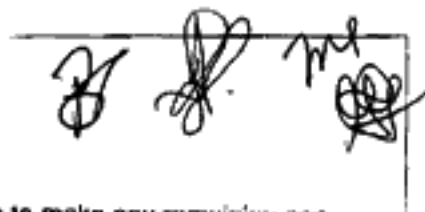
8. Subject to MBS and MCS clearances, the Employer agrees to make the non-Correctional Officer vacancies at the St. Lawrence Valley available for lateral transfer.
9. In addition to the employees currently listed on the lateral transfer list as of January 18, 2002, and for the purposes of this Section, employees with a home position at Rideau Correctional and Treatment Centre and Brockville Jail will automatically be added to the lateral transfer list of the Ministry.
10. The parties agree that the Employer shall access the lateral transfer list to fill the available non-Correctional Officer vacancies.
11. With the agreement of an employee and on the basis of seniority, the employee will be assigned to the vacancy as per the lateral transfer list. The employee will have five days to accept or reject this lateral transfer. The provisions of Article 6.6.1 shall apply. The Employer will determine the effective date of the lateral transfer.
12. The provisions of paragraph 5 to 7 of this Section shall also apply to non-Correctional Officers.

**PART 1**

**SECTION E : LATERAL TRANSFERS TO OTTAWA-CARLETON  
DETENTION CENTRE:  
FROM RIDEAU CORRECTIONAL AND TREATMENT CENTRE  
AND BROCKVILLE JAIL**

**CORRECTIONAL OFFICERS**

1. Subject to MBS and MCS clearances, the Employer agrees to make any remaining Correctional Officer vacancies at the Ottawa-Carleton Detention Centre available for lateral transfer after implementation of Part 1B of this Agreement.
2. The list of Correctional Officer vacancies available at Ottawa-Carleton Detention Centre will be reported to the implementation committee immediately upon completion of Part 1B of this Agreement, and will be listed in Appendix 1E (CO) of this Agreement.
3. In addition to the Correctional Officers currently listed on the lateral transfer list as of January 18, 2002, and for the purposes of this Section, Correctional Officers with home positions at the Rideau Correctional and Treatment Centre or the Brockville Jail will automatically be added to the transfer list of the Ministry, for the Ottawa-Carleton Detention Centre.
4. The parties agree that immediately upon the signing of this Agreement, the Employer shall access the above lateral transfer list to fill the available Correctional Officer vacancies.
5. With the agreement of an employee and on the basis of seniority, the employee will be assigned to the vacancy as per the lateral transfer list. The employee will have five days to accept or reject this lateral transfer. The provisions of Article 6.6.1 shall apply. The Employer will determine the effective date of the lateral transfer.
6. When an employee in a decommissioning institution (Rideau Correctional and Treatment Centre/Brockville Jail) accepts a lateral transfer to the Ottawa-Carleton Detention Centre, the employee will then be deemed to be a laterally transferred employee and will be remain at their current location until their respective institution no longer houses any inmates or another date agreed to by the Employer and the Employee. Upon mutual agreement employees may be temporarily assigned elsewhere until their placement occurs (reference Part 5 paragraph 12).
7. A laterally transferred employee will be governed by the provisions of the Collective Agreement which are applicable to their new position.



NON-CORRECTIONAL OFFICERS

8. Subject to MBS and MCS clearances, the Employer agrees to make any remaining non-Correctional Officer vacancies at the Ottawa-Carleton Detention Centre available for lateral transfer.
9. The list of non-Correctional Officer vacancies available at Ottawa-Carleton Detention Centre will be reported to the implementation committee immediately upon completion of Part 1B of this Agreement, and will be listed in Appendix 1E (NON-CO) of this Agreement.
10. In addition to the employees currently listed on the lateral transfer list as of January 18, 2002, and for the purposes of this Section, employees with home positions at Rideau Correctional and Treatment Centre or the Brockville Jail will automatically be added to the lateral transfer list of the Ministry.
11. The parties agree that immediately upon the signing of this Agreement, the Employer shall access the above lateral transfer list to fill the available non-Correctional Officer vacancies.
12. With the agreement of an employee and on the basis of seniority, the employee will be assigned to the vacancy as per the lateral transfer list. The employee will have five days to accept or reject this lateral transfer. The provisions of Article 6.6.1 shall apply. The Employer will determine the effective date of the lateral transfer.
13. The provisions of paragraphs 5 to 7 of this Section will also apply to non-Correctional Officers.



**Part 2**

**SECTION A: APPENDIX 13/ARTICLE 2 RIGHTS AT THE CENTRAL EAST  
CORRECTIONAL COMPLEX -  
FROM RIDEAU CORRECTIONAL AND TREATMENT CENTRE,  
MILLBROOK CC, LINDSAY JAIL, WHITBY JAIL, MIMICO CC**

1. The parties agree that the number of vacancies are approximate and subject to final approval of the Staffing and Program Plan of the Central East Correctional Complex (CECC).
2. The parties further agree that once the final approval of the Staffing Plan at CECC is obtained, the number and the placement of employees from the facilities identified herein will be adjusted by the implementation committee.
3. The employees under this Section who have rights and entitlements to positions at CECC are employees with a home position at Rideau Correctional and Treatment Centre, Millbrook CC, Lindsay Jail, Whitby Jail, and Mimico CC.
4. The employees entitlements to positions in accordance with this Section shall flow from their home position. Entitlement to relocation is in accordance with Appendix 13 for relocation of the operation beyond a 40 km radius and the Employer's relocation policy. Employees at Millbrook CC and Lindsay Jail whose workplace is being changed under Article 2 of the Collective Agreement have no relocation entitlements as the new facility is within 40km.

**CORRECTIONAL OFFICERS**

5. The number of Correctional Officers to be offered a position at CECC shall be a portion of the Correctional Officer positions at the institutions listed in paragraph 3 of this Section.
6. The parties have agreed on a formula for the calculation of the proportion of the Correctional Officers who will relocate with the operation. The formula is based on the daily offender population count at each institution listed in paragraph 3, averaged over a period of six months between July 1, 2001 and December 31, 2001.
7. The formula to be applied for the transfer of work proportion for each institution is found at Appendix 2A(CO).
8. For the purposes of this calculation only, the Millbrook Correctional Centre and the Lindsay Jail offender population is combined.
9. Correctional Officers will be given five days to accept or decline the change in headquarters location to CECC. If more employees choose to accept a position at the CECC than positions available, the most senior employees from the institutions listed at paragraph 3 of this Section will be offered the relocation of operation first, in accordance with Appendix 2A (CO).

10. The parties agree that the remaining vacancies at CECC that have not been filled under paragraph 5 of this Section will be filled in accordance with the provisions of Article 20.
11. For the purposes of paragraph 10 above, the vacancies become available on the date identified in Part 5, paragraph 4, C.
12. The Employer will determine the effective date of the relocation of the employee.
13. Correctional Officers who decline the change in the headquarters location may benefit from other provisions of this Agreement and/or of the Collective Agreement, including Article 20.

**NON-CORRECTIONAL OFFICERS**

14. Non-Correctional Officer employees who hold the same classification as the vacancies identified will be offered a change in headquarters location. Employees will be given five days to accept or decline the change in headquarters location to CECC. If more employees choose to accept the relocation to CECC than positions available, the most senior employees from (Rideau Correctional and Treatment Centre/Millbrook CC/Lindsay Jail/Whitby Jail/Mimico CC) will be offered the available positions first.
15. The Employer will determine the effective date of the relocation of the employee.
16. Non-Correctional Officer employees who decline the change of operations headquarters may benefit from other provisions of this Agreement and/or those of the Collective Agreement, including Article 20.

**PART 3**

**SECTION A: ALGOMA INSTITUTION:  
ARTICLE 2 CHANGE IN LOCATION OF WORKPLACE FROM  
SAULT STE. MARIE JAIL AND NORTHERN TREATMENT  
CENTRE**

1. The parties agree that the vacancies are approximate and subject to final approval of the Staffing and Program Plan of the Algoma Institution (Algoma).
2. The parties agree that once the final approval of the Staffing and Program Plan for Algoma is obtained, the number and placement of employees with entitlements from the facilities identified herein will be adjusted by the implementation committee.
3. For the purposes of this Section of the Agreement, the Employer will create a dovetailed seniority list which will combine Sault Ste. Marie Jail and the Northern Treatment Centre employees.
4. The entitlements of employees in this section flow from their home position. Employees who have entitlements to positions at Algoma are employees with home positions at Sault Ste. Marie Jail and the Northern Treatment Centre.
5. The change in the location of the workplace is effected in accordance with Article 2 of the Collective Agreement. Relocation costs are not applicable.
6. Employees will be given five days to accept or decline the position at Algoma.
7. The Employer will determine the start date.

**CORRECTIONAL OFFICERS**

8. The Employer will offer available Correctional Officer positions at Algoma to Correctional Officers from the dovetailed seniority list in descending order of seniority until all positions are filled.
9. The Employer will determine the start date.
10. Correctional Officers who decline or are not eligible for the change in headquarters location may benefit from other provisions of this Agreement and/or those of the Collective Agreement, including Article 20.

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NON-CORRECTIONAL OFFICERS

11. The entitlement to be offered a position with the new operation at Algoma shall apply to employees who occupy the same classification as the available positions.
12. The Employer will offer positions at Algoma to eligible staff on the dovetailed seniority list. Where there are several employees who hold the same position and fewer vacancies are available at the new location, the employees on the dovetailed seniority list with the greatest seniority will be given the opportunity first.
13. The Employer will determine the start date.
14. Non-Correctional Officers who decline or are not eligible for the positions may benefit from other provisions of this Agreement and/or those of the Collective Agreement, including Article 20.

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**PART 3**

**SECTION B: LATERAL TRANSFERS TO NORTHERN REGION INSTITUTION VACANCIES: FROM SAULT STE. MARIE JAIL AND THE NORTHERN TREATMENT CENTRE**

**CORRECTIONAL OFFICERS**

1. Subject to MBS and MCS clearances, the Employer agrees to make the Correctional Officer vacancies in Northern Region institutions available for lateral transfer.
2. In addition to the Correctional Officers currently listed on the lateral transfer list as of January 18, 2002, and for the purposes of this Section, Correctional Officers with home positions at Sault Ste. Marie Jail and the Northern Treatment Centre will automatically be added to the lateral transfer list of the Ministry for the Northern Region institutions.
3. The parties agree that immediately upon the signing of this Agreement, the Employer shall access the above lateral transfer list to fill the Correctional Officer vacancies in Northern Region institutions.
4. With the agreement of an employee and on the basis of seniority, the employee will be assigned to the vacancy as per the lateral transfer list. The employee will have five days to accept or reject this lateral transfer. The provisions of Article 6.6.1 shall apply.
5. The Employer will determine the start date of the lateral transfer.
6. When an employee in a decommissioning institution (Sault Ste. Marie Jail/Northern Treatment Centre) accepts a lateral transfer, the employee will then be deemed to be a laterally transferred employee and will remain at their current location until their respective institution no longer houses any inmates or another date agreed to by the Employer and the Employee. Upon mutual agreement employees may be temporarily assigned elsewhere until their placement occurs (reference Part 5, paragraph 12).
7. A laterally transferred employee will be governed by the provisions of the Collective Agreement which are applicable to their new position.

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**NON-CORRECTIONAL OFFICERS**

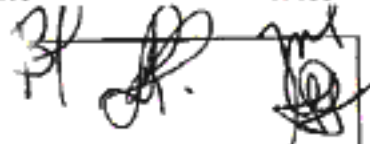
8. Subject to MBS and MCS clearances, the Employer agrees to make the non-Correctional Officer vacancies in Northern Region institutions available for lateral transfer.
9. In addition to the non-Correctional Officers currently listed on the lateral transfer list as of January 18, 2002, and for the purposes of this Section, non-Correctional Officers with home positions at Sault Ste. Marie Jail and the Northern Treatment Centre will automatically be added to the lateral transfer list of the Ministry.
10. The parties agree that immediately upon the signing of this Agreement, the Employer shall access the above lateral transfer list to fill the non-Correctional Officer vacancies in Northern Region institutions.
11. Where there is an identical match between a vacant position and the classification level of an employee's home position, and where the employee is on the lateral transfer list, and with the agreement of the employee, the lateral transfer will be offered on the basis of seniority and in accordance with Article 6.6.1. The employee will have five days to accept or reject this lateral transfer.
12. The provisions of paragraphs 4 to 7 of this Section shall also apply to non-Correctional Officers.

**PART 4**

**LATERAL TRANSFERS TO OTTAWA-CARLETON  
DETENTION CENTRE, CENTRAL EAST CORRECTIONAL  
CENTRE, ST. LAWRENCE VALLEY AND TREATMENT  
CENTRE AND NORTHERN REGION INSTITUTION  
VACANCIES:  
FROM MINISTRY-WIDE INSTITUTIONS**

**CORRECTIONAL OFFICERS**

1. Subject to MBS and MCS clearances, the Employer agrees to make any remaining Correctional Officer vacancies at the Ottawa-Carleton Detention Centre, Central East Correctional Centre, St. Lawrence Valley and Treatment Centre and the Northern Region Institution vacancies available for lateral transfer to Correctional Officers across the Ministry.
2. All Correctional Officers listed on the lateral transfer list of the Ministry up to and including the date of activation will be given consideration.
3. With the agreement of an employee, vacancies will be offered by lateral transfer in accordance with Article 6.6.1 and on the basis of seniority. The employee will have five days to accept or reject this lateral transfer. The Employer will determine the effective date of the lateral transfer.
4. When an eligible employee accepts a lateral transfer to a vacancy, the employee will be a laterally transferred employee.
5. A laterally transferred employee will be governed by the provisions of the Collective Agreement which are applicable to their new position.
6. The Implementation Committee will discuss the issue of vacancies occurring at OCDC, CECC, St. Lawrence Valley and Algoma after the implementation of this Section of the Agreement.

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#### NON-CORRECTIONAL OFFICERS

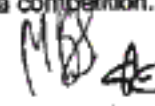
7. Subject to MBS and MCS clearances, the Employer agrees to make any remaining non-Correctional Officer vacancies at the Ottawa-Carleton Detention Centre, Central East Correctional Centre, St. Lawrence Valley and Treatment Centre and Northern Region institutions available for lateral transfer to non-Correctional Officers across the Ministry.
8. Non-Correctional Officers listed on the lateral transfer list of the Ministry up to and including the date of activation will be given consideration.
9. The parties agree that the Employer shall access the lateral transfer list to fill the remaining non-Correctional Officer vacancies.
10. With the agreement of an employee and on the basis of seniority, the employee will be assigned to the vacancy as per the lateral transfer list. The employee will have five days to accept or reject this lateral transfer. The provisions of Article 6.6.1 shall apply. The Employer will determine the effective date of the lateral transfer.
11. The provisions of paragraphs 3 to 6 of this Section shall also apply to non-Correctional Officers.

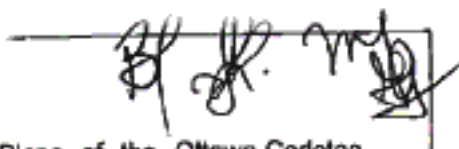

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**PART 5**

**MISCELLANEOUS**

1. The parties agree that a subcommittee of MERC will be established. This subcommittee will be called the MERC 3 Implementation Committee. Duties of this committee will include monitoring the implementation and interpretation of this agreement, monitoring identification of vacancies for the purpose of lateral transfers or Appendix 13/ Article 20/ Article 2 entitlements and in accordance with this Agreement, monitoring the formula for the calculation of the relocation of the operations and adjusting it as required, and other issues as they arise.
2. The parties acknowledge that Trilcor employees are not part of this Agreement and require consideration. The parties agree to meet to discuss this issue within 4 weeks of the signing of this Agreement.
3. The parties agree to address the OPSEU staffing and entitlement related issues with respect to the 100 Bed Secure Treatment Unit (STU) for the St. Lawrence Valley and Treatment Centre at a future date, no later June 28, 2002.
4. The parties agree for the purpose of implementation of this Agreement, the same surplus date as outlined below will be used regardless of the actual decommissioning date:
  - A. Pembroke Jail and Cornwall Jail, same surplus date
  - B. Ontario Correctional Institute and Brockville Jail, same surplus date
  - C. Rideau CTC, Millbrook CC, Lindsay Jail, Mimico CC, and Whitby Jail, same surplus date
  - D. Sault Ste. Marie Jail and Northern Treatment Centre, same surplus date.

Note: A,B,C,D may or may not occur on the same date
5. The Union agrees that any grievances alleging a breach of Article 6 and Article 8 filed up to the date of this Agreement are settled by virtue of the MERC 3 Agreement. The parties will meet to finalize the list by May 31, 2002. Such a list will include the following statement: "This list includes all grievances relating to Correctional Officer and non-Correctional Officer positions filed up to and including the date of the signing of this Agreement." This does not include individual grievances on the results of a competition.
6. The parties agree that the Employer retains their Article 2 Rights. 
7. Nothing in this Agreement constitutes Union agreement to the Ministry of Correctional Services Transformation Plan or institutional complement.

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8. The Employer agrees that the preliminary Staffing Plans of the Ottawa-Carleton Detention Centre and the Central East Correctional Complex, the St. Lawrence Valley and Treatment Centre and the Algoma Institution have been shared for the purposes of discussion related to this Agreement and are subject to Program and Staffing Plan approval.
  9. The Employer agrees that where the Staffing Plans discussed in paragraph 8 above are modified, or that greater details can be disclosed, this information will be shared through the implementation committee in order to advance the objectives of this Agreement for the placement of correctional officers and non-correctional officers.
  10. The parties recognize and agree that affected employees, Correctional Officers and non-Correctional Officers who do not secure a placement as a result of this Agreement may be surplus and will have access to full Article 20 rights, as applicable, and in accordance with the OPSEU Collective Agreement.
  11. Upon receiving their surplus notice, and where assignment opportunities exist, the employee may be offered an assignment by the Employer. The assignment will be mutually agreeable, furthermore, the assignment will suspend the notice period and the lay-off date of the employee. If the employee rejects the assignment offered, the notice period will be activated. The implementation committee will monitor this process.
  12. The parties agree that in cases where there is no mutual agreement on a temporary assignment to another worksite until their permanent placement occurs, employees who remain at home will be considered to be on a leave of absence without pay. Temporary assignments will be offered on the basis of seniority. If the Employer does not offer a temporary assignment then the Employee will not suffer any financial loss.
  13. For the purposes of this Agreement the Employer will provide the Implementation Committee with a list of the Correctional Officer and non-Correctional Officer vacancies for the Northern Region institutions. The Implementation Committee agrees to discuss which positions are available for lateral transfer under this Agreement.
  14. The parties agree to meet no later than June 30, 2002 to discuss issues related to Young Offender Units within Adult facilities as well as issues relating to intermittent offenders.
  15. The Parties agree that they will request that Felicity Briggs, Vice Chair of the Grievance Settlement Board will be seized with resolving any disputes arising from the implementation of this Agreement.
  16. The parties agree to begin implementation of this Agreement upon signing.
  17. In the event of a labour disruption the parties agree to hold the implementation of this Agreement in abeyance until the resolution and/or conclusion of the labour disruption.
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*[Handwritten initials/signature]*

**APPENDIX 1A**

1A (CO)

Vacancies – Brockville Jail

Correctional Officer Vacancies	Vacancies
General Duty Officer (CO2)	6

1A (NON-CO)

Vacancies – Brockville Jail

Non-correctional Officer Vacancies	Vacancies
Cook 2	1
Recreation Officer (RPT YO – 24 hrs)	1

*[Handwritten initials/signature]*

**APPENDIX 1C**

**ST. LAWRENCE VALLEY AND TREATMENT CENTRE  
FORMULA FOR THE DISTRIBUTION OF POSITIONS  
(FROM OCI, BROCKVILLE JAIL AND RIDEAU CTC)**

1C (CO)

Correctional Officer Vacancies	120*
Anticipated Offender Bed capacity (OCI type beds and remand beds)	350*

\*Subject to approval of Staffing and Program Plan

**Appendix 13, Relocation of operation under Part 1C of Agreement**

Institution OCI	% of Beds to St. Lawrence Valley	Max # of distribution of COs based on %	Actual Number of COs at Institution	Difference To be redistributed	Proportion agreed upon # CO positions to be made available
OCI	63%	75	65	-10	65

**Article 2, Change in the workplace under Part 1C of Agreement**

Institution Brockville Jail	% of Beds to St. Lawrence Valley	Max # of distribution of COs based on %	Actual Number of COs at Institution	Difference To be redistributed	Proportion agreed upon # CO positions to be made available
Brockville Jail	14%	17	25	0	17

Remaining positions at St. Lawrence Valley to be available for lateral transfers for RCTC and Brockville Jail under Part 1D of Agreement and employees on the lateral transfer list as of January 18, 2002, subject to change (see asterisk below)

Institution	% of Beds to St. Lawrence Valley	Max # of distribution of COs based on %	Combined Number of remaining COs at Rideau and Brockville Institutions	Difference To be redistributed	Proportion agreed upon # CO positions to be made available
	23%	28	86	+10	38**

\*\*This number is subject to change, see Part 1D, paragraph 2.

OCI	65
Brockville	17
Rideau/ Brockville	38
Total	120*

*[Handwritten signatures]*

**APPENDIX 1E**

The list of Correctional and Non-Correctional Officer vacancies will be determined and reported to the implementation committee upon completion of Part 1B of the Agreement.

**1E (CO)**

Vacancies – Ottawa-Carleton Detention Centre

Correctional Officer Vacancies	Vacancies
General Duty Officer (CO2)	

**1E (NON-CO)**

Vacancies – Ottawa-Carleton Detention Centre

Non-correctional Officer Vacancies	Vacancies

*[Handwritten signature]*

**APPENDIX 2A**

**CENTRAL EAST CORRECTIONAL COMPLEX FORMULA**

**2A (CO)**

Pro-rated % for the purposes of Relocation of Operation

Average Offender Population Count (July 1, 2001- Dec 31, 2001)	Institution	% Percentage of Transfer of work	# of staff entitled to transfer with the work*
189.8	Rideau Correctional Treatment Centre	20.5 %	41
374.8	Millbrook CC / Lindsay Jail (combined)	40.5 %	81
142.3	Whitby Jail (male and female offenders)	15.4 %	31
218.8	Mimico CC	23.6 %	17
025.7 Total		100 %	200*

\* Based on an approximate CO staff complement at CECC

The above offender population count excludes intermittents.