

Ref. GSB #1753/99

MEMORANDUM OF SETTLEMENT**BETWEEN:****ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)**
(hereinafter the "Union")

and

THE CROWN IN RIGHT OF ONTARIO
(MINISTRY OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES)
(hereinafter the "Employer")

1. a) All classified correctional officers who are not currently trained for community escorts shall be offered such training.
- b) All unclassified correctional officers will be required to complete community escort training, such training to be offered on the basis of date of hire.
- c) In respect to 1a) and 1b) above, the Employer agrees that ~~so far~~ ^{insofar as} it's practical to do so, classified correctional officers shall be offered the basic escort training prior to unclassified correctional officers.
- d) In reference to 1c) above, classified correctional officers will be offered the basic training ^{on a} of the basis of seniority.
- e) Existing classified correctional officers may decline the basic escort training. Such classified correctional officers who decline the basic escort training or do not successfully complete the training will be "grand-fathered in" for the duration of their employment.
- f) Notwithstanding paragraph 1e), classified correctional officers may apply for escort training at a future date.
- g) Once classified correctional officers successfully complete basic escort training, they cannot opt out of the performance of community escort duties or related training.

- h) The Employer commits to completing the basic escort training for existing classified and unclassified correctional officers no later than September 9, 2005.
2. Paragraph 5 of the September 19, 2003, Agreement shall be replaced with the following:
- a) The basic escort training will consist of 5 eight-hour training days. There will also be 40 hours of bi-annual training comprised of refresher, re-certification and use of force training. A sub-committee of the Joint Provincial Health and Safety Committee composed of four nominees from each side shall discuss and agree on the content of the 40-hour bi-annual training. This bi-annual training will be incorporated into the existing ICIT and CET training programs.
- b) The parties agree that the basic training for existing classified and unclassified correctional officers shall be offered prior to introducing escort training for CO-START participants.
- c) The Joint Provincial Health and Safety Committee shall discuss any transition issues in moving from the training model described in their September 19, 2003, Agreement prior to the implementation training model contained in this Agreement.
3. a) The parties agree to the attached Agreement (Appendix A) that will take effect once unclassified correctional officer training begins as per paragraph 1c).
- b) Appendix A will be computerized, will integrate the assignment of regular shifts, overtime duties and unclassified hours, and will provide for the assignment of escort duties and overtime to those correctional officers that indicate their availability for such assignments and commit to undertaking assignments when offered.
4. The Joint Provincial Health and Safety Committee agrees to continue to discuss communications (FleetNet) issues, with such discussions to be completed by April 2005.
5. Should sample testing of the escort vests take place, the Employer agrees to include the union members of the Joint Provincial Health and Safety Committee in accordance with OHS.A.
6. When correctional officers assigned to hospital duty do not receive a meal break, they will receive one hour compensating leave for the shift.

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- 7. The Employer shall provide mandatory use of force training (8 hours bi-annually) to classified correctional officers who have not successfully completed or have opted out of the community escort program.
- 8. Secure to secure transfers shall be performed by trained community escort officers.
- 9. Gerry Lee shall remain seized of any disputes arising from the interpretation or implementation of this agreement. Any disputes which may arise between the date of signing of this Agreement and the implementation of the new protocol will continue to be dealt with by Mr. G. Lee.

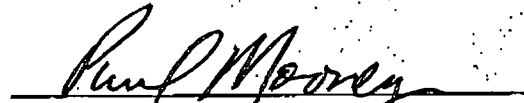
Signed in Toronto on this 11th day of July 2004.

For the Union:

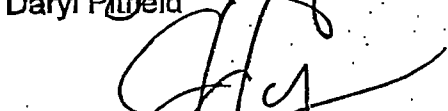
For Management:



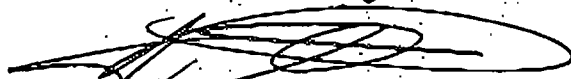
 Daryl Pittfield




 Paul Mooney




 Edward Almeida



 Don Poynter



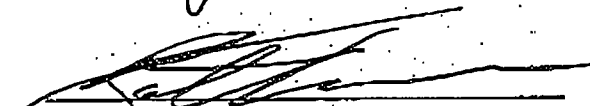
 Barry Scarrion



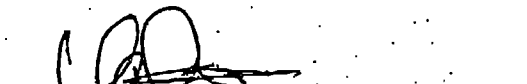
 Barry Thomas




 Brian Chauvin



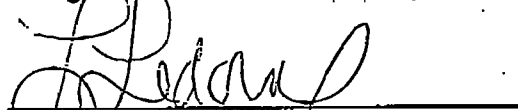
 Bob Thomas



 Anthony Valaitis



 Doug Brunton



 Lise Ledoux

APPENDIX APROCEDURES

When assigning community escort duties, the operational manager or staff person assigned to scheduling must be cognizant of the principles of public safety, public accountability, and cost effectiveness as well as ensuring the institution's operational requirements are met.

To ensure a consistent and fair method in the assignment of community escorts, institutions must utilize the following sequence:

- Utilize on duty correctional officers trained in community escort subject to local operational needs (e.g., specialized post requirements)
 - classified
 - unclassified if insufficient classified available.
- Call in off duty unclassified correctional officers trained in community escorts (non overtime).
- Follow local overtime protocol to hire classified correctional officers trained in community escorts.
- Offer overtime to unclassified correctional officers trained in community escorts.
- Offer the assignment to three correctional officers (classified or unclassified or any combination thereof).
- Once the correctional officer resource is exhausted by following the above steps, management reserves the right to utilize other resources to ensure the escort is completed.

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