

## **AMENDMENTS TO CORRECTIONAL COLLECTIVE AGREEMENT**

### **1. WAGES**

Amend wage rates as follows:

- Increase all rates across the board effective January 1, 2005 – 2%
- Increase all rates across the board effective January 1, 2006 – 2.25%
- Increase all rates across the board effective January 1, 2007 – 2.5%
- Increase all rates across the board effective January 1, 2008 – 3%
- Above increases to be compounded

### **2. RECOGNITION**

Delete Article COR1.1 and replace with the following:

COR1.1 The Ontario Public Service Employees Union (OPSEU) for the purpose of this collective agreement is recognized as the exclusive bargaining agent for a bargaining unit consisting of all employees contained within the Correctional Bargaining Unit. The Correctional Bargaining Unit consists of all employees contained in the Correctional Bargaining Unit as described in Article 1.1 of the Central Collective Agreement, and such description is deemed to be incorporated in this collective agreement.

COR 1.2 For greater certainty, such employees include classified, term classified, unclassified employees, students, GO Temps, and such other employees as may be mutually agreed.

COR1.3 For greater certainty, this agreement shall apply to the employees in the Correctional Bargaining Unit and the bargaining unit shall be deemed to be amended in accordance with any agreement of the parties. A list of classifications is attached in the Salary Schedule.

### **3. WEEKEND PREMIUM**

Delete Article COR 6.1.3 and replace with the following:

Effective [the date of ratification], a premium of three dollars (\$3.00) per hour shall be paid for all hours that commence on or after seven o'clock p.m. Friday, and end on or before seven o'clock a.m., Monday.

### **4. SHIFT PREMIUM**

Delete Article COR 6.4 and replace with the following:

Shift premium shall not be paid to an employee who for mutually agreed upon reasons works a shift for which he or she would otherwise be entitled to a shift premium excluding mutually agreed shift exchanges approved by the employer.

**5. MEAL ALLOWANCE**

Amend Article COR 12.1.1 by deleting “six dollars (\$6.00)” and replace with “ten dollars (\$10.00)”.

**6. APPENDIX COR3 – PROBATION OFFICERS’ ALLOWANCE**

Amend the second paragraph to read “ Probation Officers in the Correctional Bargaining Unit will be entitled to a minimum of seven (7) days off with pay and no loss of credits in a calendar year.”

Paragraph four (4) to be amended to reflect the seven (7) days as agreed.

**7. TRAINING AND DEVELOPMENT**

New Letter of Agreement as follows:

**Letter of Understanding**

**Training and Development**

The parties agree that a joint subcommittee of the MERC will be established to examine issues related to Training and Development as they apply to the Correctional Bargaining Unit.

The mandate of the subcommittee will include:

- reviewing the structure or development of internal training programs and special project training assignments;
- investigating professional developmental opportunities.

The subcommittee shall be comprised of equal numbers of Union and Employer representatives and shall be activated within ninety (90) days of the signing of this Agreement. Four (4) union representatives will be from the Correctional Bargaining Unit.

It is understood that time off, and compensation for subcommittee members will be dealt with in accordance with the usual practice adopted by MERC for such matters.

## 8. INDEMNIFICATION

New Article as follows:

### LEGAL INDEMNIFICATION

1. Subject to the other provisions of this Article:
  - a) An employee charged with but found not guilty of a criminal or other federal offence, because of acts done in good faith in the performance of his/her duties as an employee, shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges;
  - b) An employee charged with but found not guilty of a provincial offence, because of acts done in good faith in the performance of his/her duties as an employee, shall be indemnified for up to five-thousand dollars (\$5,000) of the necessary and reasonable legal costs incurred in the defence of such charges;
  - c) Where an employee is a defendant in a civil action for damages arising out of acts done in good faith in the performance of his/her duties, and a government lawyer (or in the case of an insured claim, counsel retained by the insurer) determines he/she is unable to act for the employee, the employee shall be indemnified for the necessary and reasonable legal costs incurred in defending the action, if the employee is not found to be liable. Any legal costs which are recovered by the employee in the action shall be deducted from the reimbursement; and
  - d) Where an employee's conduct has been called into question in the course of a Public Inquiry or a Coroner's Inquest and the employee was acting in good faith in the performance of his/her duties and counsel acting on behalf of the Employer determines he/she is unable to act for the employee, the employee shall be indemnified for the necessary and reasonable legal costs incurred in defending the action.
2. Employees shall not be indemnified for legal costs arising from:
  - a) Grievances or complaints under the Collective Agreement between the Employer and the Union or under the Public Service Act; or
  - b) The actions or omissions of employees acting in their capacity as private citizens; or
  - c) Investigations and complaints under the Employer's Workplace Discrimination and Harassment Prevention Policy.
3. For the purposes of 1(a) and 1(b), an employee:
  - a) Shall be deemed to have been found not guilty where: he/she is finally acquitted; the charges are withdrawn; or he/she is discharged following a preliminary inquiry; and
  - b) Shall be deemed to have been found guilty where: he/she is given an absolute or conditional discharge; or he/she subsequently is found guilty of, or pleads guilty to other charges arising out of the same incident(s).

4.
  - a) Applications for approval for legal indemnification shall be made in writing to the Deputy Minister, as soon as the employee is aware of a legal proceeding in which he/she requires legal representation.
  - b) Legal costs incurred prior to approval for legal indemnification will only be reimbursed where the Employer is satisfied that it was not possible in the circumstances for the employee to obtain prior approval and that the application for approval was made at the earliest opportunity.
  - c) The employee shall enter into a written retainer agreement with counsel retained by the employee. The form and substance of the retainer, including the terms and conditions of the agreement, shall be subject to the approval of the Employer.
  - d) Any account submitted by counsel retained by the employee is subject to review and approval of the Employer. In the event the Employer does not approve the actual costs disclosed on the account, the employee may have the account assessed on a solicitor and client basis by a court assessment officer. The Employer will reimburse the employee for the fee charged to the employee for filing a request for an assessment with a court assessment officer.

5. For the purposes of this Article:
  - a) The legal costs shall be deemed to have been incurred by the employee notwithstanding that the employee may have received financial assistance from the Union in respect thereof or that the Union paid or incurred the expenses directly; and
  - b) "Employees" shall include a former employee or his/her estate where the charge and/or action arose out of a situation that occurred while the former employee was still an active employee of the employer.

6. Any disputes regarding the granting of legal indemnification shall be resolved by way of grievance subject to the following:
  - a) Any finding of guilt in a statutory offence proceeding, or
  - b) Any finding of liability in a civil action for damages

Shall be determinative of the issue of guilt or liability for the purpose of any grievance proceeding in relation to this Article.

7. For the purposes of this Article, a reference to an Act shall be deemed to include any Act that in the future is enacted in place of the Act referred to in this Article.

∞ Any compensation for legal costs incurred under this article shall be based on a maximum hourly rate of \$192.00 per hour, and the hourly rate of \$192.00 per hour, shall be the maximum amount that shall be reasonable and necessary for the purposes of this article. Despite the language of any retainer which may be submitted by the employee, or approved by the employer, the employer shall only be liable for up to a maximum of \$192.00 per hour.

**9. SPECIAL CLASSIFICATION ADJUSTMENTS**

“Add an additional step on the grid to all CO2’s and Youth Workers and Attendant 2-3 Oakridge within the Correctional Bargaining Unit, such step to be three percent (3%) above the current highest step in the classifications - effective January 1, 2005” and as per attached salary step grid.

**10. APPENDIX 24 – UNCLASSIFIED SENIORITY CORRECTIONAL INSTITUTIONS**

Amend Appendix 24 to read:

Re: Seniority for unclassified employees in the Correctional Institutions, Youth Justice facilities, Probation and Parole and Parole Offices and Oakridge.

This will confirm our agreement reached during negotiations that unclassified employees employed within Correctional Institutions, Youth Justice facilities, Probation and Probation and Parole Offices and Oakridge, shall be entitled to have their service counted towards the accumulation of seniority, based upon 1732.75 straight-time hours or 1912 straight-time, as appropriate, counting as equivalent to one year’s service, or pro-rated to the equivalent of less than one year as appropriate. Such seniority may be used, at an institution, facility or office level only, by such an employee for the purpose of competitions, layoffs, and transfers as provided in the collective agreement.

**11. TERM**

Amend COR 17 – TERM OF AGREEMENT as follows:

COR 17.1 This agreement covers the period from January 1, 2005, to December 31, 2008.

**12. RATE**

Effective January 1, 2005 increase the maximum rate for each of the following classifications by 0.5%;

- 50090 Attendant 1, Oak Ridge
- 50096 Attendant 4, Oak Ridge
- 51218 Cannery Supply Officer
- 51219 Cannery Supply Officer, Grp Ldr
- 50553 City Crew Officer
- 93008 Correctional Locksmith
- 50561 Correctional Officer 1
- 50565 Correctional Officer 3
- 93009 Grounds/Maintenance Worker
- 07556 Hairdresser Instructor

50550	Industrial Officer 1
50552	Industrial Officer 2
50554	Industrial Officer 3
09480	Obser & Deten Home Worker 1
09482	Obser & Deten Home Worker 2
09484	Obser & Deten Home Worker 3
10170	Probation Officer 1
10172	Probation Officer 2
10175	Probation Officer 3
50540	Provincial Bailiff 1
50541	Provincial Bailiff 2
50492	Recreational Offr 1, Corr Serv
50494	Recreational Offr 2, Corr Serv
50495	Recreational Offr 3, Corr Serv
10216	Rehab Officer 1, Correc Serv
10218	Rehab Officer 2, Correc Serv
40113	Steam Plant Engineer/Officer
50515	Supervisor Of Juveniles 1
50516	Supervisor Of Juveniles 2
07550	Trade Instructor 1
07552	Trade Instructor 2
07554	Trade Instructor 3
50104	Voc Instruct Offr 1, Oak Ridge
50106	Voc Instruct Offr 2, Oak Ridge