

4:50 am

MEMORANDUM OF SETTLEMENT
of all outstanding matters in dispute
(Correctional Bargaining Unit Collective Agreement)

Between:

The Crown in Right of Ontario
as represented by Management Board of Cabinet

("the Employer")

- and -

Ontario Public Service Employees Union

("the Union")

1. The parties agree, subject to ratification by both parties, to the terms and conditions of the Correctional Bargaining Unit Collective Agreement as amended by the following agreed to items. Ratification by both parties shall be deemed to have occurred on the latest date on which ratification occurs by the employees in the bargaining unit and by Cabinet.
2. The renewal of the Correctional Bargaining Unit Collective Agreement shall be effective on the date of ratification by both parties and shall expire on the 31st day of December 2012.
3. Except as provided otherwise in the terms of the Memorandum of Settlement, any adjustments to the wage rates shall be paid for all hours worked retroactive to January 1, 2009. Retroactive adjustments shall be paid no later than 90 days from the date of ratification by both parties, with the exception of Special Adjustments, which shall be paid no later than 120 days from the date of ratification by both parties.
4. Except as provided otherwise in the terms of the Memorandum of Settlement, any changes to benefits shall be effective on the first day of the month following the month in which ratification by both parties occurs.
5. Except as provided otherwise in the terms of the Memorandum of Settlement, all other changes to the most recently expired Correctional Bargaining Unit Collective Agreement shall be effective on the date of ratification by both parties.
6. The renewal Correctional Bargaining Unit Collective Agreement shall be in the form of the most recently expired Correctional Bargaining Unit Collective Agreement, as amended by the attached. It is understood that some editing and renumbering may be necessary and the parties shall appoint an editing committee for that purpose.

7. The undersigned unanimously agree to recommend these terms of settlement attached as Appendix A to their respective principals and, in the case of the signatories for the Union, to the bargaining unit employees.

8. All other issues in dispute are hereby withdrawn.

Dated at Toronto, this 1st day of March, 2009.

For the Union:

Paul J. ...
Richard Cunningham
John Mearn
David ...
Peter ...
...
Alan Field

For the Employer:

...
...
Darryl Thomas
...
...

APPENDIX A
AMENDMENTS TO THE CORRECTIONAL BARGAINING UNIT COLLECTIVE AGREEMENT

1. SALARY AND TERM OF AGREEMENT

Delete COR17 (c) and (d) and amend COR17 as follows:

ARTICLE COR17 – SALARY

COR17.1 (a) All wage rates to be increased across the board as follows:

January 1, 2009	1.75 %
January 1, 2010	2.0 %
January 1, 2011	2.0 %
January 1, 2012	2.0 %

(b) The salary rates for all classifications are contained in the Salary Schedule attached.

Amend COR18 as follows:

ARTICLE COR18 - TERM OF AGREEMENT

COR18.1 This Agreement covers the period from January 1, 2009, to December 31, 2012. The effective date of any changes to the terms of this Agreement from the previous Agreement, unless otherwise indicated, shall be (insert date of ratification). This Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing that it wishes to bargain for a new Collective Agreement in accordance with the *Labour Relations Act, 1995*, and the *Crown Employees Collective Bargaining Act, 1993*.

2. SPECIAL ADJUSTMENTS

Add new Appendix as follows:

New Appendix
(Insert date of ratification)
Special Adjustments

Special adjustments shall be as follows:

The following are special classification adjustments. These increases will be applied to existing rates, prior to any across the board increases and an across the board increase on the same date will be compounded on the special adjustment.

1. The salary rates for all steps in the Correctional Officer 1, 2, 3 class series will be increased as follows:
 - i. 2 % on January 1, 2009
2. The salary rates for all steps in the Youth Worker class series will be increased as follows:
 - i. 2% on January 1, 2009
3. The salary rates for all steps in the Probation Officer 1, 2, 3 class series will be increased as follows:
 - i. 1% on January 1, 2009
 - ii. 1% on January 1, 2010

4. Effective January 1, 2009, the salary rates for all steps in the following class series will be increased by 1%:

- Recreation Officer 1,2
- Industrial Officer 1, 2, 3
- Provincial Bailiff 1,2
- Trade Instructor 1, 2, 3
- Hairdresser Instructor
- Rehabilitation Officer 1, 2
- Correctional Locksmith
- Grounds / Maintenance Worker

ABSENTEEISM TARGET INCENTIVES

5. If the average annual absences for Correctional Officers and Youth Workers in the classified service is less than or equal to the absenteeism targets set out in article COR15.1 (a) through COR15.1 (d) and COR18.1 (a) through COR18.1 (d), the Employer shall provide lump sum payments to classified Correctional Officers and classified Youth Workers as follows:

- a. In the first year of the collective agreement:
 - i. 2% of the employee's straight time hourly rate as of December 31, 2009, for all hours worked in the period from the date of ratification to December 31, 2009, if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(a) and COR18.1(a); or
 - ii. 3% of the employee's straight time hourly rate as of December 31, 2009, for all hours worked in the period from the date of ratification to December 31, 2009, if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(b) and COR18.1(b); or
 - iii. 4% of the employee's straight time hourly rate as of December 31, 2009, for all hours worked in the period from the date of ratification to December 31, 2009, if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(c) and COR18.1(c); or
 - iv. 5% of the employee's straight time hourly rate as of December 31, 2009, for all hours worked in the period from the date of ratification to December 31, 2009, if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(d) and COR18.1(d).
- b. In the second year of the collective agreement:
 - i. 2% of the employee's straight time hourly rate as of December 31, 2010, for all hours worked in the period of January 1, 2010 to December 31, 2010, if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(b) and COR18.1(b); or
 - ii. 3% of the employee's straight time hourly rate as of December 31, 2010, for all hours worked in the period of January 1, 2010 to December 31, 2010, if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(c) and COR18.1(c); or
 - iii. 4% of the employee's straight time hourly rate as of December 31, 2010, for all hours worked in the period of January 1, 2010 to December 31, 2010, if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(d) and COR18.1(d).
- c. In the third year of the collective agreement:
 - i. 2% of the employee's straight time hourly rate as of December 31, 2011, for all hours worked in the period of January 1, 2011 to December 31, 2011, if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(c) and COR18.1(c); or
 - ii. 3% of the employee's straight time hourly rate as of December 31, 2011, for all hours worked in the period of January 1, 2011 to December 31, 2011, if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(d) and COR18.1(d).
- d. In the fourth year of the collective agreement:
 - i. 2% of the employee's straight time hourly rate as of December 31, 2012, for all hours worked in the period of January 1, 2012 to December 31, 2012, if the average annual absenteeism is less than or equal to the absenteeism target set out in article COR15.1(d) and COR18.1(d).

3. OVERTIME

Add Articles COR15, COR18, COR8.2.3A and COR16.1.1A as follows:

(NEW)

COR15 – CLASSIFIED CORRECTIONAL OFFICER AND YOUTH WORKER ABSENTEEISM TARGETS

- COR15.1 a) In the event that the average absences from the date of ratification to December 31, 2009 due to non-work related illness or injury for Correctional Officers and Youth Workers in the classified service is greater than one hundred and ninety-two (192) hours in the first calendar year of the collective agreement (to be pro-rated to reflect that the period from the date of ratification to December 31, 2009 is less than one (1) calendar year), Article COR8.2.3 shall be null and void and Article COR8.2.3A shall be implemented effective January 1, 2010 until December 31, 2010.
- b) In the event that the average annual absences due to non-work related illness or injury for Correctional Officers and Youth Workers in the classified service is greater than one hundred and seventy-six (176) hours in the second calendar year of the collective agreement (January 1, 2010 to December 31, 2010), Article COR8.2.3 shall be null and void and Article COR8.2.3A shall be implemented effective January 1, 2011 until December 31, 2011.
- c) In the event that the average annual absences due to non-work related illness or injury for Correctional Officers and Youth Workers in the classified service is greater than one hundred and sixty (160) hours in the third calendar year of the collective agreement (January 1, 2011 to December 31, 2011), Article COR8.2.3 shall be null and void and Article COR8.2.3A shall be implemented effective January 1, 2012 until December 31, 2012.
- d) In the event that the average annual absences due to non-work related illness or injury for Correctional Officers and Youth Workers in the classified service is greater than one hundred and forty-four (144) hours in the fourth calendar year of the collective agreement (January 1, 2012 to December 31, 2012) or any calendar year thereafter, Article COR8.2.3 shall be null and void and Article COR8.2.3A shall be implemented effective January 1 of the following year.
- COR15.2 As soon as practical at the end of each quarter (within approximately thirty (30) days thereafter), the Union will be advised of the utilization of sick leave for the purposes of Article COR15.1. The report will reflect absences for employees who are hired or terminate in the calendar year, or who work less than full-time hours, on a pro-rated basis.

ARTICLE COR8 – OVERTIME

(NEW)

- COR8.2.3A Upon the failure to meet the target in any given year pursuant to in Article COR15.1, Article COR8.2.3 will not apply and the following shall apply. In this article, "overtime" means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day(s) off, calculated over a period of two (2) pay periods by reducing total overtime hours worked during such period by the sum of scheduled hours less hours worked.

PART B – REGULAR PART-TIME CIVIL SERVANTS

COR18 – CLASSIFIED CORRECTIONAL OFFICER AND YOUTH WORKER ABSENTEEISM TARGETS

- COR18.1 a) In the event that the average absences from the date of ratification to December 31, 2009 due to non-work related illness or injury for Correctional Officers and Youth Workers in the classified service is greater than one hundred and ninety-two (192) hours in the first calendar year of the collective agreement (to be pro-rated to reflect that the period from the date of ratification to December 31, 2009

is less than one (1) calendar year), Article COR16.1.1 shall be null and void and Article COR16.1.1A shall be implemented effective January 1, 2010 until December 31, 2010.

b) In the event that the average annual absences due to non-work related illness or injury for Correctional Officers and Youth Workers in the classified service is greater than one hundred and seventy-six (176) hours in the second calendar year of the collective agreement (January 1, 2010 to December 31, 2010), Article COR16.1.1 shall be null and void and Article COR16.1.1A shall be implemented effective January 1, 2011 until December 31, 2011.

c) In the event that the average annual absences due to non-work related illness or injury for Correctional Officers and Youth Workers in the classified service is greater than one hundred and sixty (160) hours in the third calendar year of the collective agreement (January 1, 2011 to December 31, 2011), Article COR16.1.1 shall be null and void and Article COR16.1.1A shall be implemented effective January 1, 2012 until December 31, 2012.

d) In the event that the average annual absences due to non-work related illness or injury for Correctional Officers and Youth Workers in the classified service is greater than one hundred and forty-four (144) hours in the fourth calendar year of the collective agreement (January 1, 2012 to December 31, 2012) or any calendar year thereafter, Article COR16.1.1 shall be null and void and Article COR16.1.1A shall be implemented effective January 1 of the following year.

COR18.2 As soon as practical at the end of each quarter (within approximately thirty (30) days thereafter), the Union will be advised of the utilization of sick leave for the purposes of Article COR18.1. The report will reflect absences for employees who are hired or terminate in the calendar year, or who work less than full-time hours, on a pro-rated basis.

ARTICLE COR16 - OVERTIME

(NEW)

COR16.1.1A Upon the failure to meet the target in any given year pursuant to in Article COR18.1, Article COR16.1.1 will not apply and the following shall apply. "Overtime" means an authorized period of work, calculated to the nearest half-hour, and performed in excess of seven and one-quarter (7¼) or eight (8) hours, as applicable, on a normal working day and for all hours worked on a non-working day, calculated over a period of two (2) pay periods by reducing total overtime hours worked during such period by the sum of scheduled hours less hours worked.

** The addition of these new provisions will require renumbering of the following articles:*

- *COR15 – OVERTIME becomes COR16 – OVERTIME*
- *COR16 – STAND-BY TIME becomes COR17 – STAND-BY TIME*
- *COR17 – SALARY becomes COR19 – SALARY*
- *COR18 – TERM OF AGREEMENT becomes COR20 – TERM OF AGREEMENT*

Ministry of Government Services

Assistant Deputy Minister's Office
Employee Relations Division
HROntario

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Ministère des Services gouvernementaux

Bureau du sous-ministre adjoint
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RHOntario

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13^e étage, Édifice Ferguson
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Téléphone: (416) 325-1476
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MEMORANDUM TO: Rob Field, Senior Negotiator, Corrections Bargaining Table

FROM: David Logan, Assistant Deputy Minister, MGS

SUBJECT: **Joint Attendance Strategy and Implementation Committee**

The parties agree upon the joint objective of establishing and maintaining a consistent level of improved attendance.

In order to assist the parties in reaching the targets set out in Article COR15.1 and COR18.1 of the Correctional Bargaining Unit Collective Agreement and to monitor the rates of attendance, the parties agree to establishing a committee composed of representatives from the MCSCS MERC, the MCYS MERC and the MGS CERC. The committee will explore Health and Productivity programs to improve health, wellness and levels of attendance and cooperative approaches to accommodation.

Further the Employer provided notice during these negotiations that it intends to discontinue the application of the current Attendance Support Program to the Correctional Bargaining Unit. The Employer will implement an Attendance Support and Management Pilot Program for the Correctional Bargaining Unit that will apply for the term of the collective agreement. The parties agree that MERC shall conduct an interim review of the pilot after two years from the date of its implementation, and shall report their findings back to CERC.

The Employer is committed to engaging with the Correctional Bargaining Unit to discuss various strategies to address these important issues.

Regards,

David Logan
Assistant Deputy Minister, Ministry of Government Services
HROntario

cc. Steve Small, Assistant Deputy Minister, MCSCS
Gilbert Tayles, Assistant Deputy Minister, MCYS
Marg Welch, Regional Director, Adult Institutional Services, MCSCS
JoAnn Miller-Reid, Director, Operational Support, MCYS
Eric Morin, CERC Co-Chair, OPSEU
Lori Aselstine, Director, Centre for Employee Relations, MGS

4. PROBATION OFFICERS' ALLOWANCE

Amend Appendix COR3 as follows:

APPENDIX COR3

PROBATION OFFICERS' ALLOWANCE

March 29, 1996

Revised: (insert date of ratification)

Mr. B. Gould
Negotiator
Correctional Bargaining Unit
Ontario Public Service Employees Union

Dear Mr. Gould:

Re: Probation Officers' Allowance

This will confirm that in recognition of the additional and flexible hours worked by Probation Officers within the Ministry of Community Safety and Correctional Services, and the Ministry of Children and Youth Services, the parties hereby agree to the following terms for Probation Officers Allowance, effective the date of ratification of this agreement:

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.

This allowance will be prorated for periods of active employment of less than one (1) year and may be advanced to the employee on January 1st of each year.

An employee may accumulate their allowance to a maximum of twenty-one (21) days, but an employee's allowance shall be reduced to a maximum of fourteen (14) days not later than the thirty-first (31st) day of December in each year.

An employee is not entitled to be paid for any accumulated allowance to which the employee remains entitled when the employee ceases to be an employee.

Additional time off with pay and with no loss of credits may be granted at the discretion of the manager of the employee concerned.

All time off under this allowance shall be granted in a manner so as not to interfere with operational requirements.

It is understood by the parties that this agreement will supersede any other pre-existing agreements on this subject; however, any time credits earned under a pre-existing agreement will be carried over to this agreement on a prorated basis, and be treated in accordance with the terms of this agreement.

Yours sincerely,

Linda Barber
Corporate Staff Relations Officer

5. OVERTIME DISTRIBUTION

Add new COR8.2.2 and COR15.1.3 as follows:

ARTICLE COR8 - OVERTIME

COR8.2.1 In the assignment of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.

(NEW)

COR8.2.2 Overtime opportunities will only be offered once the non-overtime classified and non-overtime unclassified resources have been exhausted, even if part of the shift becomes overtime.

COR8.2.3 In this article, "overtime" means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day(s) off.

ARTICLE COR15 – OVERTIME

COR15.1.1 "Overtime" means an authorized period of work, calculated to the nearest half-hour, and performed in excess of seven and one-quarter (7¼) or eight (8) hours, as applicable, on a normal working day and for all hours worked on a non-working day

COR15.1.2 In the distribution of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.

(NEW)

COR15.1.3 Overtime opportunities will only be offered once the non-overtime classified and non-overtime unclassified resources have been exhausted, even if part of the shift becomes overtime.

6. HOLIDAY PAYMENT

Amend COR13.2 and add COR13.4 and COR13.8 as follows:

ARTICLE COR13 – HOLIDAY PAYMENT

COR13.1 Where an employee works on a holiday included under Article 47 (Holidays) of the Central agreement, he or she shall be paid at the rate of two (2) times his or her basic hourly rate for all hours worked with a minimum credit of seven and one-quarter (7¼), eight (8), or the number of regularly scheduled hours, as applicable.

COR13.2 In addition to the payment provided by Article COR13.1, an employee who works on the holiday shall receive either seven and one-quarter (7¼) or eight (8) hours pay as applicable at his or her basic hourly rate or compensating leave of seven and one-quarter (7¼) or eight (8) hours as applicable, up to 87 or 96 hours per calendar year as applicable, provided the employee opts for compensating leave prior to the holiday.

COR13.3 It is understood that Articles COR13.1 and COR13.2 apply only to an employee who is authorized to work on the holiday and who actually works on the holiday, and that an employee who, for any reason, does not actually work on the holiday shall not be entitled to the payments described herein.

(NEW)

COR13.4 It is further understood that the employee has no entitlement under COR13.2 if he or she fails, without reasonable cause, to work all of his or her last regularly scheduled day of work before a holiday included under Article 47 (Holidays) of the Central Agreement or all of his or her first regularly scheduled day of work after that holiday.

- COR13.5 When a holiday included under Article 47 (Holidays) of the Central Agreement coincides with an employee's scheduled day off and he or she does not work on that day, the employee shall be entitled to receive another day off.
- COR13.6 Any compensating leave accumulated under Articles COR13.2 and COR13.5 may be taken off at a time mutually agreed upon. Failing agreement, such time off may be taken in conjunction with the employee's vacation leave or regular day(s) off, if requested one (1) month in advance.
- COR13.7 Any compensating leave accumulated under Articles COR13.2 and COR13.5 in a calendar year which is not used before March 31 of the following year shall be paid at the rate it was earned. The March 31 date may be extended by agreement at the local or ministry level.
- (NEW)
- COR13.8 Any compensating leave accumulated under Articles COR13.2 and COR13.5 shall not be considered an accumulated credit for the purposes of Article 44.6 (Short Term Sickness Plan) of the Central Agreement.
- COR13.9 Notwithstanding anything in Article COR13, employees who are in classifications assigned to schedule 6 and who are required to work on a holiday included in Article 47 (Holidays) of the Central Agreement shall receive equivalent time off.

7. PROVINCIAL OVERTIME PROTOCOL

Add new Appendix as follows:

New Appendix
(Insert date of ratification)

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Provincial Overtime Protocol

The parties agree that based on the amendments to the overtime provisions of the Correctional Bargaining Unit Collective Agreement, corresponding changes will be required for the Provincial Overtime Protocol. These changes include:

- Where an overtime period is a shift extension of four hours or less, such hours shall not be subject to distribution as per the overtime protocol, but the hours worked will count towards the overtime assessment period.
- To the extent possible, overtime opportunities will only be offered once the non-overtime classified and non-overtime unclassified resources have been exhausted, even if part of the shift becomes overtime.

The Provincial Overtime Protocol shall be referred to MERC for discussion and resolution of these changes and any other clarifications required, and must be ultimately approved by CERC.

Yours truly,

David Logan
Assistant Deputy Minister
Employee Relations Division
MGS

8. ON-CALL PAYMENT

Amend COR11.7 as follows:

ARTICLE COR11 – ON-CALL DUTY

COR11.7 Effective (insert date of ratification), where an employee is required to be on-call, he or she shall receive one dollar and twenty-five cents (\$1.25) per hour for all hours that he or she is required to be on-call.

Effective, January 1, 2011, where an employee is required to be on-call, he or she shall receive one dollar and forty cents (\$1.40) per hour for all hours that he or she is required to be on-call.

9. SHIFT SCHEDULES

Amend COR5.1 as follows:

ARTICLE COR5 - SHIFT SCHEDULES

COR5.1 Shift schedules shall be posted not less than fifteen (15) days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee one hundred and twenty (120) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified one hundred and twenty (120) hours in advance he or she shall be paid time and one-half (1½) for all hours worked on the first changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the ministries' control.

10. RECOGNITION

Amend COR1.1 as follows:

ARTICLE COR1 – RECOGNITION

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.

For greater certainty, the Correctional Bargaining Unit is composed of Crown employees who are public servants employed in positions responsible for:

- (a) the security, control, supervision, care and rehabilitation of adult inmates and young offenders in provincial correctional facilities (including maximum security units at the provincial psychiatric hospitals; or
- (b) providing related community-based probation, parole and rehabilitation services to adult and young offenders.

11. MEAL ALLOWANCE

Amend COR12 as follows:

ARTICLE COR12 - MEAL ALLOWANCE

COR12.1.1 An employee who continues to work more than two (2) hours of overtime immediately following his or her scheduled hours of work with-out notification of the requirement to work such overtime, prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to eleven dollars and twenty-five cents (\$11.25) except where free meals are provided or

where the employee is being compensated for meals on some other basis.

- COR12.1.2 A reasonable time with pay shall be allowed the employee for the meal break either at or adjacent to his or her work place.
- COR12.2.1 Cost of meals may be allowed only:
- COR12.2.2 If during a normal meal period the employee is traveling on government business other than:
(a) within twenty-four (24) kilometres of his or her assigned headquarters, or
(b) within the metropolitan area in which he or she is normally working;
- COR12.2.3 If, in an unusual non-recurring situation, the department head authorizes such payment;
- COR12.2.4 If, in any recurring situation, Management Board has authorized such payments because of the special nature of the assignments.
- COR12.3 Gratuities and taxes are to be included in the actual cost of meals claimed.
- COR12.4 The total cost of meals for each day is to be shown.
- COR12.5 Before approving claims for meals, the branch head should be satisfied that the charges are reasonable for the locality.
- COR12.6 When an employee is authorized to pay meal expenses for guests and the group also includes other Crown employees, he or she may pay for the meals of the employees and claim the cost. These employees should, if they are submitting a claim for the same trip, indicate any meals covered in another employee's claim. They must not claim the cost again.
- COR12.7 Costs of meals will not be allowed in cases where meals are made available by the Employer at no cost to the employee, except in circumstances where an employee is required to follow a particular diet which has been medically prescribed or is mandated by the employee's religion and the Employer does not provide meals which meet the requirements of that diet.

12. SUSPENSION OF UNCLASSIFIED EMPLOYEES

Add new Appendix as follows:

New Appendix
(Insert date of ratification)

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Suspension of Correctional Bargaining Unit Employees with Pay Pending an Investigation

The *Public Service of Ontario Act*, sections 35, 36 and 55, provides the authority to suspend employees with or without pay.

In instances where a Correctional Bargaining Unit employee is suspended pending an investigation, and a determination has been made to suspend the employee with pay, the suspension of an unclassified employee will be based on averaging the straight-time hours worked by the employee during the previous thirteen weeks.

Yours truly,

David Logan
Assistant Deputy Minister
Employee Relations Division
MGS

13. WORKLOAD

Add new Appendix as follows:

New Appendix
(Insert date of ratification)

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Probation and Parole Officer and Probation Officer Workload

This will confirm that the parties agree to discuss Probation and Parole Officer and Probation Officer workload issues at MCSCS and MCYS MERCs, in recognition of the different workload issues that Probation and Parole Officers (MCSCS) and Probation Officers (MCYS) respectively experience.

Any disputes regarding Probation Officer and Probation and Parole Officer workload shall be referred to the respective MERC for discussion and resolution.

Yours truly,

David Logan
Assistant Deputy Minister
Employee Relations Division
MGS

14. SURVEILLANCE TECHNOLOGY

Add new Appendix as follows:

New Appendix
(Insert date of ratification)

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Surveillance in Correctional Institutions

The parties agree that the Employer shall notify the Union of any increases in use of surveillance equipment. In instances where the Employer is relying upon any type of electronic audio or video recordings for discipline or investigative purposes, the Employer shall notify the Union prior to holding a meeting with the employee for the purpose of investigation, that the Employer is in possession of electronic audio or video recordings that will be used for discipline or investigative purposes. Prior to a disciplinary meeting, the Employer will provide a copy of such recording to the Union, as soon as reasonably practical, upon request.

Any disputes regarding surveillance in a Correctional Institution shall be referred to MERC for discussion and resolution.

Yours truly,

David Logan
Assistant Deputy Minister
Employee Relations Division
MGS

15. UNCLASSIFIED ROLLOVERS

Add new Appendix as follows:

New Appendix
(Insert date of ratification)

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Rollover of Unclassified Correctional Officers in MCSCS and MCYS

This will confirm that the parties will rollover 30 unclassified Youth Workers and 220 unclassified Correctional Officers to the classified service during the life of the Collective Agreement.

The positions currently allocated to the Resource Position Management (RPM) schedule and the rollover of these 220 unclassified correctional officers will be incorporated into institutional schedules to fill existing vacancies, and the remaining unclassified correctional officers will be utilized as classified backfill. For clarity, as further vacancies occur, Correctional Officers utilized as classified backfill will move into these vacancies in accordance with Appendix 24.

The location and utilization of these 30 unclassified Youth Workers rollovers will be referred to the first MCYS MERC meeting following the ratification of the Collective Agreement for the purpose of implementation and allocation.

The process that will be utilized to allocate these 220 unclassified Correctional Officers will be referred to the first MCSCS MERC meeting following the ratification of the Collective Agreement for the purpose of implementation and allocation.

Once the allocation to each institution has been determined by MCYS and MCSCS MERC, rollovers will be conducted in the following manner:

- Step 1 An "Expression of Interest" will be posted in the institutions as determined by MERC.
- Step 2 Unclassified employees who indicate their interest in a rollover position, will have their hours calculated and will be rolled over into the classified service in accordance with Appendix 24.

Failing agreement between the parties at either MCYS MERC or MCSCS MERC in reference to allocation, the Employer retains their rights under Article 2 of the Collective Agreement.

For greater clarity, this complements and extends the MCSCS MERC Agreement signed February 12, 2008 to the end of this collective agreement (December 31, 2012).

In consideration of this Letter of Understanding, OPSEU agrees to withdraw all "Rollover" grievances effective the date of ratification.

It is understood and recognized that this agreement does not supersede or interfere with any diversity initiatives.

Yours truly,

David Logan
Assistant Deputy Minister
Employee Relations Division
MGS

