

## Memorandum of Agreement

**Between:**

**Ministry of Community Safety & Correctional Services**

**[Employer]**

**AND**

**Ontario Public Service Employees Union**

**[OPSEU] [Union]**

Whereas the parties wish to effect a successful transfer of operations of Central North Correctional Centre to the Ontario Public Service (OPS) as of the transfer date on or about November 9, 2006;

Therefore the Parties agree to the following provisions on a without prejudice and precedent basis:

### **1.0 Introduction**

- 1.1 This agreement is related exclusively to the transfer of operations of the Central North Correctional Centre (CNCC) to the OPS, specifically to the Ministry of Community Safety and Correctional Services (MCSCS).
- 1.2 It is understood that the term "employees" refers to employees of MTCC who work at CNCC and who are hired in accordance with this agreement into OPSEU-represented positions at CNCC once it is transferred to the OPS.

### **2.0 Expression of Interest**

- 2.1 Employees will be asked to submit a written expression of interest within five (5) working days of receiving an information package (consisting of a list of applicable positions, salaries and classifications) and consent form from MCSCS. The consent form must be signed and returned with the expression of interest. The purpose of the consent form is to transfer the employees' personnel files to allow the Employer to determine whether or not the employees meet the screening criteria and qualifications of the position, perform security/CPIC checks in accordance with MCSCS policies, and ensure eligibility to work in Canada. Screening criteria will include a review of personnel files for significant substantiated discipline. It will also include a review of short-term sick leave usage over the last 12 months to ensure that usage is on par with the Ministry average. Justifiable absenteeism will not be considered.
- 2.2 The Employer will advise the Union if it determines that a job offer will not be made based on a review under 2.1 above.



2.3 Employees who have been previously dismissed with cause from the OPS will not be offered positions at CNCC.

### **3.0 Offers of Employment**

3.1 The Employer will fill positions created at Central North Correctional Centre (CNCC) as a result of the transfer of operations from MTCC by making offers of employment to eligible employees of MTCC. Reasonable efforts will be made to offer employment to CNCC employees eligible for OPSEU-represented positions. Underfilling and conditional assignments may be utilized to assist in placement.

3.2 The OPSEU/MBC collective agreement terms related to job security and filling of vacancies in force between the parties at the time of the transfer will not apply to positions that are filled by employees at MTCC who receive offers of employment pursuant to this agreement.

3.3 The offer of employment shall contain, at a minimum, a description of work, classification level, salary level, and a provision that the offer of employment is valid only if the employee remains an employee of MTCC up to his/her date of transfer.

3.4 The Employer will advise the Union if a job offer is rescinded.

3.5 Where the Employer has not made a job offer or has rescinded a job offer based on an employee having been given significant substantiated discipline and that discipline is subsequently reduced or rescinded by an arbitrator, the Employer may reconsider its decision not to offer a job or to rescind a job offer based upon the findings of the arbitrator.

3.6 The Employer may also make job offers to employees of subcontractors at CNCC into health care, food services positions, and the two positions currently being performed through TRILCOR in accordance with paragraph 3.1 above. In such cases, the provisions of this agreement shall apply. Any medical/dental professional services and vocational/educational services shall not be considered bargaining unit work in the OPS.

3.7 The Employer will reduce the current RPN overage via attrition. As RPNs leave, RNs will be hired to fill the number of positions outlined in the Transition Staffing Model.

3.8 It is understood that any reference to job offers means offers of employment at CNCC once it is transferred to the OPS.

2 

#### **4.0 Probationary Period**

4.1 Employees hired under this agreement who accept an offer of employment pursuant to this agreement shall not be subject to a probationary period under the OPSEU/MBC collective agreement unless they did not complete their probationary period by the date of the transfer of operations. Employees that did not complete their probationary period while employed at CNCC will serve the remainder of their probationary period in the OPS in accordance with the OPSEU/MBC collective agreement.

#### **5.0 Vacancies**

5.1 The parties agree to waive Article 6 – Posting and Filling of Vacancies or New Positions of the OPSEU/MBC Collective Agreement in respect to positions filled pursuant to #3 above.

5.2 Any remaining classified vacancies in OPSEU-represented positions will be filled through lateral transfers. The Employer agrees to access the lateral transfer list for CNCC for this purpose at 17:00 hours on September 30, 2006. If positions remain vacant after the lateral transfer list is exhausted, the Employer will post the positions in accordance with Article 6 of the OPSEU/MBC collective agreement within thirty (30) days.

5.3 Any remaining unclassified vacancies in OPSEU-represented positions will first be filled through unclassified contract transfers. The Employer agrees to review existing contract transfer requests for CNCC for this purpose at 17:00 hours on September 30, 2006.

5.4 If positions remain vacant after exhausting this process, the Employer will fill the positions in accordance with the Ministry's normal recruitment process.

#### **6.0 Continuous Service Date**

6.1 OPS continuous services dates shall be limited to service with CNCC and calculated by the Employer as per Article 18 or Appendix 24 of the OPSEU/MBC collective agreement respectively for all employees hired under this agreement. Each employee will be advised of the continuous service date and will have thirty (30) days to advise the Employer in writing of any dispute respecting the date.

6.2 Any continuous service disputes arising out of 6.1 above shall be forwarded to a subcommittee of the MERC c/o Lucy Neal, Staff Relations Officer, for review. If disputes cannot be resolved within 60 days, the Union may refer them to the process as per paragraph 19 below.

*AB*  
30

## **7.0 Severance and Termination Pay**

- 7.1 For the purposes of calculating severance pay under the *Employment Standards Act* and termination pay under Articles 53 and 78 of the OPSEU/MBC Collective Agreement, the continuous service of employees hired under this agreement will include any continuous service at CNCC for which the employee has not received separation, severance or termination payments.
- 7.2 On release from employment with MTCC, the severance obligation for service of employees hired under this agreement will be transferred to the Province of Ontario.

## **8.0 Compensation**

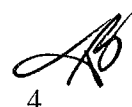
- 8.1 Employees hired under this agreement will be placed within the OPS classification and salary schedules at a salary based on service calculated in accordance with paragraph 6 above.
- 8.2 Employees hired under this agreement who are in the process of purchasing Canada Savings Bonds and / or who are contributing to the United Way by way of payroll deductions will have an opportunity to continue those deductions as an Ontario Public Servant.

## **9.0 Hours of Work**

- 9.1 All employees hired under this agreement will be governed by the hours of work provisions and schedules specified in the OPSEU/MBC Collective Agreement. Accordingly, the parties agree that the current Compressed Work Week (CWW) agreements will continue until February 1, 2007 adjusted to reflect the maximum hours of work requirements of the OPSEU/MBC collective agreement. The local parties will agree to renew or renegotiate the CWWs as well as a Resource Position Management schedule in accordance with the Transition Staffing Model.

## **10.0 Leaves of Absence**

- 10.1 Employees under this agreement who are on an approved leave of absence from active employment for twelve months or less, specifically Leave Without Pay and Maternity / Parental Leave, will be deemed eligible to receive a job offer.
- 10.2 Any employee under this agreement that is off work on the transfer date and in receipt of sick benefits or WSIA benefits may be eligible for an offer of employment under this agreement if they are deemed fit to return to their previous position by an appropriate licensed medical practitioner and the employee requests an offer in writing within twelve (12) months of the transfer date.



## **11.0 Vacation Leave**

- 11.1 For the purposes of vacation leave, upon entry into the OPS, all employees under this agreement will be covered under the provisions of the OPSEU/MBC Collective Agreement.
- 11.2 Continuous service at CNCC will be recognized for the purpose of vacation accrual.
- 11.3 Vacation credits will be pro-rated for the remainder of 2006.

## **12.0 Sick Leave**

- 12.1 Employees hired under this agreement shall not be subject to a waiting period under the sick leave benefit plan(s) provided by the Employer for members of the OPSEU bargaining unit at CNCC.
- 12.2 Employees hired under this agreement will not carry over any sick leave credits earned at CNCC but not used as of the date of transfer.

## **13.0 Maternity / Parental Leave**

- 13.1 For the balance of the leave, in accordance with the OPSEU/MBC Collective Agreement, employees hired under this agreement on approved maternity or parental leave will receive Supplementary Unemployment Benefits (SUB) from the MCSCS as of the date of transfer.

## **14.0 Accommodation**

14.1 Upon receipt of updated satisfactory medical information on the date of hire that outlines medical restrictions and confirms the employee's ability to perform the essential duties of the job, the Employer shall continue the existing accommodation arrangements until the Employer has an opportunity to review them in accordance with OPS policies and procedures.

## **15.0 Benefits Plans**

- 15.1 For the purpose of enrollment in benefits plans and eligibility for pay in lieu of benefits, all waiting periods shall be waived.

## **16.0 Pension Plan Arrangements**

- 16.1 All employees hired under this agreement into a classified position will, as of their date of hire, be enrolled in and make contributions to the OPSEU Pension Trust (OPT).
- 16.2 This agreement does not impose any financial liability on the Employer or the Union for pension in respect of service at CNCC.

## **17.0 Sharing of Personal Information**

- 17.1 Once hired, all employees' files will be purged of all material save and except that information deemed essential by MCSCS to substantiate qualifications and credentials, for pay and benefit purposes, and to access provincial systems.

## **18.0 Transitional ERC**

- 18.1 A transitional ERC will be established no later than September 2006 to discuss operational issues.
- 18.2 MTCC will grant time off as required to one employee of CNCC, as identified by OPSEU, to participate on the transitional LERC. The backfill costs to MTCC shall be borne by the Ministry of Community Safety and Correctional Services.
- 18.3 The Union agrees that the employee assigned by OPSEU to participate on the transitional LERC shall provide as much advance notice as possible to the Superintendent of CNCC in order that appropriate backfilling can be arranged.

## **19.0 Grievance Administration**

- 19.1 The parties agree to pilot the mediation-arbitration protocol currently in place at MCSCS for grievances filed once the operation of CNCC is transferred to the OPS. The parties further agree to develop joint Stage Two grievance training.

## **20.0 Disputes**

Disputes that arise respecting the interpretation and application of this agreement shall be resolved by consensual mediation-arbitration in an expeditious and informal manner.

- (i) The parties shall agree to a mediator-arbitrator to assist the parties to resolve the dispute through mediation.
- (ii) If the parties are unable to settle the dispute, the mediator-arbitrator shall endeavor to assist the parties to agree upon material facts in dispute and then shall determine the dispute by arbitration.

(iv) The mediator-arbitrator shall give a succinct decision within five (5) days after completing proceedings on the dispute submitted to arbitration.

21.0 Other Terms and Conditions

21.1 Except as stipulated in this agreement, the terms and conditions in Ontario's Public Service Act, the OPSEU/MBU Collective Agreement and in the other applicable legislation and regulations, will apply to employees hired under this agreement, as employees of the Ontario Public Service.

The Employer and Union representatives who have signed below agree to this Memorandum of Agreement (MOA). Accordingly they will recommend ratification of the MOA to their respective principals.

Signed this 19<sup>th</sup> day of September, 2006.

For OPSEU:

For the Employer:

*Dave Oraves*  
Dave Oraves

*Almyranda Platyis*  
Almyranda Platyis

*Len Wilson*  
Len Wilson

*Clare Matthews*  
Clare Matthews

*Sandra Hooper*  
Sandra Hooper

*Parry Thomas*  
Parry Thomas

*Terry Hunter*  
Terry Hunter