

GSB#1753/99

**MEMORANDUM OF SETTLEMENT
BEFORE THE GRIEVANCE SETTLEMENT BOARD**

BETWEEN:

ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)

(hereinafter the "Union")

and

**THE CROWN IN RIGHT OF ONTARIO
(MINISTRY OF CORRECTIONAL SERVICES)**

(hereinafter the "Employer")

WHEREAS on August 28, 1999 the parties agreed to address any complaint and/or grievance arising as a result of measures the Employer has taken or not taken to comply with Decision 98-05 by a mediation/arbitration in accordance with Article 22.16 of the Collective Agreement;

NOW THEREFORE the parties have agreed on the following terms as a settlement of the issues raised in the Union's letters of January 18, March 7 and March 22, 2001:

1. The Employer agrees that it will comply with the following in respect to community escorts:
 - a. Individuals who are to be on community escort will be recorded in the master escort logbook in paragraph 1.b., including the date of the remand warrant within 1 hour of the institution receiving the remand warrant or being notified that the remand warrant has been issued- whichever is earlier. As soon as the remand warrant is received the individual will be recorded on the institution's count records and input into the O.T.I.S. system.
 - b. The Employer will institute a "master escort log book" to be kept in each institution. The shift supervisor in charge will be required to record all escorted inmates in the master escort log book, including the names of the individuals escorting the inmate, within the time set out in a. above

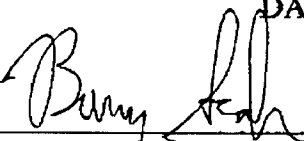
- c. The Employer will provide a copy of the previous week's entries in the master escort log book to the worker co-chair of the joint health and safety committee at the institution and will permit the entries to be reviewed by provincial health and safety committee members;
2. The Employer agrees to negotiate the incorporation of the procedures outlined below into the local overtime protocol with the local union to address the assignment of community escort duty to begin within 14 days of the date of this settlement and to be completed on or before July 30, 2001:
 - a. Utilize correctional officers trained in community escort.
 - b. Extend shifts of correctional officers trained in community escorts.
 - c. For the Metro West Detention Centre, the Toronto Jail and the Metro East Detention Centre, call in correctional officers trained in community escort who have agreed to be on call in accordance with item 3.
 - d. Utilize available ICIT or CET members who have completed community escort training.
 - e. Utilize 3 classified correctional officers as per decision 98-05A article 1h.
 - f. After exhausting the procedures in 2. a. – e. above, utilize managers or acting managers who are trained in community escorts in an emergency in accordance with decision 98 05A, article 2. c.;
 - g. After exhausting the procedures in 2. a. – f. above, utilize managers or acting managers in an emergency in accordance with decision 98 05A, article 2. c.;
- 2.1 The employer agrees to provide the local worker co-chairs of the health and safety committee at each institution and the worker co-chair of the provincial health and safety committee a list of all staff who have received community escort training within 14 days of the date of this settlement, and on each December 1 and June 1, thereafter.
- 2.2 The Employer agrees to follow the Collective Agreement and any local agreements in existence to backfill for staff utilized for community escort duties;
3. The Employer will provide those community escort trained correctional officers, who are not ICIT team members, from the Metropolitan Toronto West Detention Center, Toronto Jail, and Metropolitan Toronto East Detention Center who are willing to be on-call with pagers while they are off shift. They will be paid on-call pay in accordance with the provisions of the Collective Agreement for a six month trial basis. The employer, in consultation with representatives of the union locals, will

determine the number of correctional officers trained in community escort who will be on-call at the time period to be covered. A protocol for the assignment of these officers to on - call paid duty will be negotiated with the local union at each institution within 21 days of the dates of this settlement;


4. The Employer agrees that it will train additional correctional officers (as per #98-05a article 1a & b) in community escort at Metro Toronto West Detention Centre, Toronto Jail, and Metro Toronto East Detention Centre, in order to address attrition and maintain the levels as agreed upon in article 1f of decision #98-05a, dated August 28, 1999.
5. In addition to the agreed upon number of trained community escort officers at Metro Toronto West Detention Center, Toronto Jail and Metro Toronto East Detention Centre, as per article 1f of decision #98-05a, the employer agrees to train an additional 65 correctional officers, distributed as follows: Metro East Detention Center ~ 20; Toronto Jail ~ 20; Metro West Detention Centre ~ 25. The institution's stock of escort equipment will be increased to reflect the increased number of trained community escort officers.
6. Training set out in paragraphs 4 & 5 above, will be offered in accordance with the selection process set out in article 1a & b of decision #98-05a. Training set out in paragraph 5 will be completed on or before July 30, 2001.
7. The employer and the union agree to meet and review the effect of this agreement on or before September 30, 2001.
8. The parties agree that, in accordance with Decision Number 98-05A, they will meet to review the numbers of correctional officers trained in those institutions other than those in paragraph 5 above on July 6, 2001 at the Employer's expense and thereafter, reviews of trained numbers at all institutions will take place every December 1 and June 1 inclusive of on-going attrition training, thereafter.
9. Any outstanding disputes remaining following the meeting of July 6, 2001 concerning the numbers of correctional officers trained for community escorts will be referred to Mr. Lee for decision.
10. The Employer agrees as part of its on-going attrition training, that it will train additional classified correctional officers at all its institutions, except for those in paragraph 5 above, to fill community escort vacancies amongst those officers who were originally trained. Vacancies include: those who have chosen to no longer perform escorts; those no longer employed as correctional officers for reasons such as, acting positions and LOA of 6 months or more, retirement, resignation, termination, promotion, LTIP, WSIB of more than 6 months.

11. Those correctional officers returning from maternity/parental leave/LTIP/WSIB/STSP will be eligible to perform the escort function after successfully completed re-certification, if more than 1 year has elapsed since their last training.
12. The employer will provide annual defensive training with an emphasis on avoiding surprise attacks. Refresher training in ASP baton and pepper spray will be provided as required as ordered by the adjudicator in decision #98-05. Fifty percent (50%) of the trained escort officers will be re-certified by November 30, 2001 and the remainder will be re-certified by May 31, 2002. Re-certification courses will continue to be scheduled in the fall and spring of each year, to maintain the skills of community escort officers.
13. The union agrees to withdraw all outstanding overtime and policy grievances directly related to the use of police when conducting community escorts to the date of this settlement (save and except GSB # 753/99 which is the subject of a separate settlement) and to withdraw all outstanding complaints and issues concerning refresher training and training set out in the Union's letters of January 18, March 7 and March 22, 2001 attached as Appendix "A" to this settlement.
14. In consideration of the foregoing the employer agrees to pay the union \$162,500 within 10 days of the date of settlement.
15. In consideration of the foregoing the union agrees to withdraw its Application Regarding Failure to Comply with Terms of Settlement made to the OLRB dated June 8, 2001.
16. The parties agree that arbitrator Mr. G. Lee will remain seized with the implementation of this agreement
17. The parties hereby request that their respective obligations agreed to above be issued as an order of the Grievance Settlement Board.

DATED at Toronto this 13th day of June, 2001



 Barry Scanlon



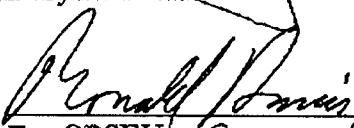
 Rick Klootra



 Daryll Pitfield



 Edward Almeida



 For OPSEU of Council
 Koskie Minsky



 For the Crown in Right of Ontario