

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO THE INTERMITTENT OPERATION AT MIMICO CORRECTIONAL CENTRE

Background

Subsequent to the signing of various Memorandums of Agreement with Respect to the Closure of Mimico Correctional Centre, surplus notices were issued to all Mimico Correctional Centre employees on November 27, 2002, February 27, 2003, April 23, 2003, May 24, 2006 and June 7, 2006. Some employees of Mimico Correctional Centre directly impacted by the surplus notices have already been redeployed, others remain at the facility pending the actual decommissioning of the Mimico Correctional Centre Intermittent Operation.

The Employer has disclosed that the decommissioning of the Mimico Correctional Centre will not occur at this time.

In recognition of the above and the personal circumstances of the affected employees, the parties hereby agree to the following:

- 1) Effective November 24, 2006, the employer shall withdraw surplus notices issued to current employees who had received surplus notices as employees of the Mimico Correctional Centre.

It is agreed that these withdrawals of notice do not apply to those employees who chose to exit the OPS under Voluntary Exit Option or those who chose to exit and have exited under Notice and Pay In Lieu.

- 2) All current employees identified above who have their surplus notices withdrawn in accordance with #1 above shall have the following options outlined.
 - i) Those employees who had elected to exercise their rights under Notice and Pay-in-Lieu and Pension Options, and who remain employees in the workplace as of November 24, 2006, shall:
 - a) Elect to resign no later than January 2, 2007, or an earlier date mutually agreed upon between the employer/employee, and receive payments, benefits and obligations equal to those as per the notice and Notice and Pay and Lieu provisions;

Or

- b) Elect to remain/return as an employee to Mimico Correctional Centre based upon available positions and their respective continuous service date.

It is understood that a non-election by an employee will be considered to be an option (a) election.

- ii) Those employees who elected to exercise their rights under Redeployment shall:
 - a) Elect to be assigned to the position that was previously identified as their new position, which resulted from their pre or post-surplus elections, and will remain/move to their new position when operationally feasible.
 - b) For those who opted for redeployment and subsequently laterally transferred or job traded from their pre or post surplus elections, they may elect to remain at their current work location. There will be no relocation expenses paid.

Or

- c) Elect to remain/return as an employee to Mimico Correctional Centre based upon available positions and their respective continuous service date.

It is understood that a non-election by an employee will be considered to be an option (a) election.

- 3) There shall be no change to the processing of VEOs (Voluntary Exit Option) already matched to Mimico Correctional Centre employees previously identified as being surplus. All employees who have been previously notified of a match shall, as appropriate, retain or receive payment, benefits and obligation equal to those of Article 20.7. It is understood that this process is already complete.
- 4) Those employees indicating their preference to return/remain at Mimico as per 2 i) b) above and who are unsuccessful shall be placed on a priority lateral transfer list by seniority. Should the current complement at Mimico be increased or a vacancy occur, these individuals will be given priority on the lateral transfer list for future vacancies at Mimico based on their continuous service date or until they turn down the offer of such a vacancy.
- 5) The Employer maintains their Article 2 rights.
- 6) Disputes arising from this Memorandum of Agreement will be referred to the MERC Implementation Committee.
- 7) The parties agree that they will request that Felicity Briggs, Vice-Chair of the Grievance Settlement Board be seized with resolving any grievances arising from the implementation of this Agreement.

