

## Memorandum of Agreement

Between

**Ontario Public Service Employee's Union (the "Union")**

And

**Crown in Right of Ontario as represented by the Ministry of  
Government Services  
(the "Employer")**

WHEREAS the Ministry of Community and Social Services (MCSS) operates Developmental Services (DS) Facilities in Smiths Falls, Blenheim, and Orillia Ontario, which are scheduled to close by March 31, 2009 (the "Facilities"); and

WHEREAS the Ministry of Community and Safety and Correctional Services (MCSCS) provides a Correctional Officer Training and Assessment (COTA) residential training program in Hamilton, Ontario (Ontario Correctional Services College) that is designed to equip prospective Correctional Officers with the knowledge, skills and abilities for careers in corrections;

AND WHEREAS the parties have agreed to facilitate the placement of certain OPSEU represented employees who will be impacted by the closure of the Facilities (the "DS employees") to the Ministry of Community Safety and Correctional Services correctional facilities as Correctional Officers ;

NOW THEREFORE the parties agree:

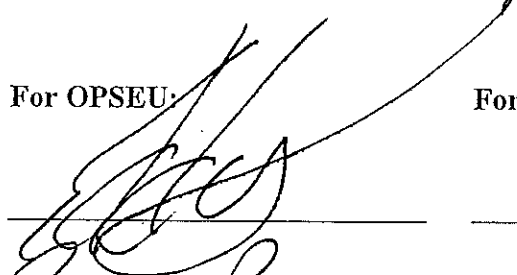
1. Ten (10) qualified regular former DS employees who have as of the date of this agreement successfully completed COTA training will be offered Correctional Officer positions with MCSCS. See Appendix A for the list of the ten (10) employees.
2. Regular DS employees assigned Correctional Officers positions under this Agreement will be compensated at the Correctional Officer 1 rate of pay for the first 1912 hours worked as a Correctional Officer. Following the successful completion of 1912 hours, the employee will be compensated at the Correctional Officer 2 rate of pay.
3. Notwithstanding Articles 20B.1.1, 20B.1.2.1, 20B1.2.2. and 20B1.2.3 of the Collective Agreement, for every former DS employee who is offered and accepts a Correctional Officer position in accordance with this Agreement, one surplus opportunity will be made available to a current Correctional Officer.

4. The parties further agree that for the purpose of these surplus opportunities, the Correctional Officer surplus must elect to take the monetary entitlements under the Collective Agreement and exit the OPS and Articles 20B.3 (Redeployment), 20B.4 (Displacement), 20B.5 (Tuition Reimbursement), 20B.6 (Recall), 20B.8 (Temporary Vacancies), 20B.9 (Attrition), 20B.10 Voluntary Leaves, 20B.11 (Career Transition Support), 20B.12 (Conditional Assignments) of the Collective Agreement will not apply.
5. MCSS agrees that it will reimburse MCSCS for costs associated with the surplus of Correctional Officers under this Agreement.
6. Notwithstanding the appointment to a Correctional Officer position, the parties agree that MCSCS has the right to schedule, provide orientation and train the employees appointed to these positions under this Agreement in such a way as to provide them with further skills, knowledge and abilities to perform the work at the full working level.
7. Should the ten (10) DS employees not be successfully placed by the expiration of the current Collective Agreement, once bargaining has concluded and a new Collective Agreement is in place, the parties will review placement options at that time.
8. To facilitate the assignment of DS employees into Correctional Officer positions under this Memorandum of Agreement, the parties agree to place the affected employees into a transitional cost centre code so that the job trade process can be utilized.
9. The parties confirm that the provisions contained within the Memorandum of Agreement signed between the Union, the Employer and MCSS on August 2, 2007, do not apply to the DS employees placed into Correctional Officer positions under this agreement.
10. OPSEU agrees that any and all grievances related to DS employees accessing COTA training and/or assignments to Correctional Officer positions are hereby withdrawn.
11. In the event there are disputes arising from the implementation of this agreement, the MCSCS MERC Implementation Committee will attempt to resolve them.
12. The parties agree that Vice Chair Briggs shall remain seized of any issues arising from the implementation of this Memorandum of Agreement.
13. The parties agree that this agreement is made without prejudice or precedent to any similar matters that may arise.

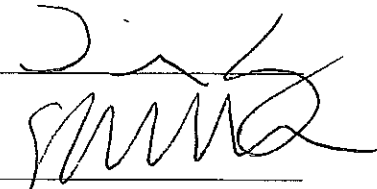
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Signed in Toronto on this 2nd day of December 2008.

For OPSEU:

  
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Jeanne Barnes  
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Sandra Akhays  
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For the Employer:

  
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