

**THIS COLLECTIVE AGREEMENT**

made on the 18<sup>th</sup> day of November, 2016

between

**THE CROWN IN RIGHT OF ONTARIO**

Represented by

**MANAGEMENT BOARD  
OF CABINET**

(Hereinafter referred to as the "Employer")

and

**THE ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION**

(Hereinafter referred to as the "Union")

for the

**CORRECTIONAL  
BARGAINING UNIT**

**CORRECTIONAL BARGAINING UNIT  
COLLECTIVE AGREEMENT**

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## **PART A - WORKING CONDITIONS**

### **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 offenders 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.

COR1.2 For greater certainty, such employees include regular employees, fixed-term employees, students, GO Temps, and such other employees as may be mutually agreed.

COR1.3 For greater certainty, this agreement shall apply to the employees in the Correctional Bargaining Unit and the bargaining unit shall be deemed to be amended in accordance with any agreement of the parties. A list of classifications is attached in the Salary Schedule.

### **ARTICLE COR2 – HOURS OF WORK**

COR2.1 SCHEDULE 3 and 3.7

The normal hours of work for employees on these schedules shall be thirty-six and one-quarter (36¼) hours per week and seven and one-quarter (7¼) hours per day.

COR2.2 SCHEDULE 4 and 4.7

The normal hours of work for employees on these schedules shall be forty (40) hours per week and eight (8) hours per day.

COR2.3 SCHEDULE 6

The normal hours of work for employees on this schedule shall be a minimum of thirty-six and one-quarter (36¼) hours per week.

COR2.4 SCHEDULE A

Averaging of Hours of Work - see Appendix COR1 (Schedule A - Averaging of Hours of Work) attached.

COR2.5 Where the Employer adjusts the number of hours per week on a schedule, the employee's weekly salary based on his or her basic hourly rate shall be adjusted accordingly. The adjustment will be discussed with the Union prior to such adjustment being made.

COR2.6 Where the Employer intends to transfer employees or an employee from one schedule to another schedule, the Employer will discuss the transfer with the Union prior to such transfer. When the transfer occurs, the employee's weekly salary based on his or her basic hourly rate shall be adjusted accordingly.

**ARTICLE COR3 – DAYS OFF**

COR3.1 There shall be two (2) consecutive days off which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and the ministries.

**ARTICLE COR4 – SCHEDULED TOUR OF DUTY OR SHIFT**  
(FXT, SE, RPT)

COR4.1 A shift which does not commence and end on the same calendar day shall be considered as falling wholly within the calendar day on which the shift commences.

**ARTICLE COR5 – SHIFT SCHEDULES**  
(RPT)

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 ninety-six (96) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified ninety-six (96) 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.

- COR5.2 Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided however, that if an employee is required to work before twelve (12) hours have elapsed he or she shall be paid time and one-half (1½) for those hours that fall within the twelve (12) hour period. It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments or compensating leave in accordance with Article COR8 (Overtime) or Article COR9 (Call Back).
- COR5.3 A shift may be changed without any premium or penalty if agreed upon between the employee and the ministry.
- COR5.4 It is the intent of the parties that there shall be no split shifts provided however, that in circumstances where split shifts are currently in existence reasonable efforts shall be made to eliminate the split shifts.
- COR5.5 The current practice of giving notice of shift schedules in advance under existing agreements where notice is in excess of fifteen (15) days shall be maintained.
- COR5.6 Fixed-term employees will be pre-scheduled two (2) weeks in advance with all known shifts being scheduled. Any change to the pre-scheduled shifts must be verbally confirmed.

**ARTICLE COR6 – SHIFT PREMIUM**  
(FXT, SE, RPT)

- COR6.1.1 Effective March 27, 1999, an employee shall receive a shift premium of one dollar (\$1.00) per hour for all hours worked between 5:00 p.m. and midnight. Where more than fifty percent (50%) of the hours worked fall within this period, the one dollar (\$1.00) per hour premium shall be paid for all hours worked.
- COR6.1.2 Effective March 27, 1999, an employee shall receive a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked between midnight and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the one dollar and fifty cents (\$1.50) per hour premium shall be paid for all hours worked.
- COR6.2 Notwithstanding Articles COR6.1.1 and COR6.1.2, where an employee's hours of work normally fall within 7:00 a.m. and 5:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 5:00 p.m. and 7:00 a.m.

- COR6.3 Shift premiums shall not be considered as part of an employee's basic hourly rate.
- COR6.4 Shift premium shall not be paid to an employee who for mutually agreed upon reasons works a shift for which he or she would otherwise be entitled to a shift premium excluding mutually agreed shift exchanges approved by the employer.
- COR6.5 Notwithstanding Article 15 (Central Agreement), the premium provided for under Article COR6.1.3 shall be payable in addition to any premium payable under Article COR6.1.1 or COR6.1.2, as the case may be.

### **ARTICLE COR7 – REST PERIODS** (FXT, SE, RPT)

- COR7.1 The present practice for rest periods in each shift shall be maintained.

### **ARTICLE COR8 - OVERTIME**

- COR8.1 The overtime rate for the purposes of this Agreement shall be one and one-half (1½) times the employee's basic hourly rate.
- 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.
- COR8.2.2 Overtime opportunities will only be offered once the non-overtime regular and non-overtime fixed-term 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.
- COR8.3.1 Employees in Schedules 3.7 and 4.7 who perform authorized work in excess of seven and one-quarter (7¼) hours or eight (8) hours as applicable, shall be paid at the overtime rate.
- COR8.3.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- COR8.4 Employees in Schedules 3 and 4 who perform authorized work in excess of seven and one-quarter (7¼) hours or eight (8) hours as applicable, shall receive compensating leave of one and one-half (1½) hours for each hour of overtime worked, at a time mutually agreed upon. Failing agreement, the

ministry shall reasonably determine the time of the compensating leave.

- COR8.5 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- COR8.6 Compensating leave accumulated 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.
- COR8.7.1 Employees who are in classifications assigned to Schedule 6 and who are required to work on a day off, shall receive equivalent time off.
- COR8.7.2 Notwithstanding Article COR8.7.1 and Article COR13.7 (Holiday Payment), employees who are in classifications assigned to Schedule 6 and who are assigned to forest fire fighting or related duties, shall be paid one and one-half (1½) times the employee's basic hourly rate, to be calculated on the basis of thirty-six and one-quarter (36¼) hours per week, for all such work after eight (8) hours in a 24-hour period.

#### **ARTICLE COR9 - CALL BACK** (RPT)

- COR9.1 An employee who leaves his or her place of work and is subsequently called back to work prior to the starting time of his or her next scheduled shift shall be paid a minimum of four (4) hours' pay at one and one-half (1½) times his or her basic hourly rate.
- COR9.2 Where an employee is contacted by the Employer outside the workplace prior to the starting time of his or her next scheduled shift, in circumstances where such contact is considered to be a "call back to work" but the employee is not required to physically attend at the workplace, the employee shall be paid a minimum of four (4) hours' of pay at one and one-half (1½) times his or her basic hourly rate. The initial call and any subsequent calls during that same four hour period, will be treated as a single "call back to work" for pay purposes.

#### **ARTICLE COR10 - STAND-BY TIME** (FXT, SE)

- COR10.1 "Stand-By Time" means a period of time that is not a regular working period during which an employee is required to keep himself or herself:
- (a) immediately available to receive a call to return to work, and
  - (b) immediately available to return to the workplace.

- COR10.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.
- COR10.3 Where stand-by is not previously authorized in writing, payment as per Article COR10.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.
- COR10.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one half (½) his or her basic hourly rate with a minimum credit of four (4) hours' pay at his or her basic hourly rate.

**ARTICLE COR11 – ON-CALL DUTY**  
(FXT, SE, RPT)

- COR11.1 "On-Call Duty" means a period of time that is not a regular working period, overtime period, stand-by period or call back period during which an employee is required to respond within a reasonable time to a request for:
- (a) recall to the work place, or
  - (b) the performance of other work as required.
- COR11.2 It is understood that a return to the workplace may not be necessary in all situations.
- COR11.3 It is understood that there shall be no pyramiding of premium payments and where work is performed as outlined in Articles COR11.1(a) or COR11.1(b), call back pay or overtime pay shall be substituted, respectively, for the on-call premium.
- COR11.4 Should recall to the workplace be required the employee is expected to be able to return to the workplace within a reasonable time.
- COR11.5 No employee shall be required to be on-call unless such on-call duty was authorized in writing by the supervisor prior to the on-call period, except in circumstances beyond the Employer's control.
- COR11.6 Where on-call is not previously authorized in writing, payment as per Article COR11.7 shall only be made where the supervisor has expressly advised the employee that he or she is on-call.
- COR11.7 Effective March 12, 2009, 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.

**ARTICLE COR12 – MEAL ALLOWANCE**  
(FXT, SE, RPT)

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 without 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.

COR 12.2.5 In accordance with the Employer's *Travel, Meal and Hospitality Expenses Directive*, as revised August 2006, which shall not be altered for this bargaining unit without the consent of OPSEU, reimbursement rates for meals, including taxes and gratuities, are the following:

Breakfast	\$8.75
Lunch	\$11.25
Dinner	\$20.00

COR 12.2.6 To the extent that the provisions of this article are improved by OPS-wide changes, then those amounts will apply.

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 Public Servants, 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.

#### **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 ( $7\frac{1}{4}$ ), 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 ( $7\frac{1}{4}$ ) or eight (8) hours pay as applicable at his or her basic hourly rate or compensating leave of seven and one-quarter ( $7\frac{1}{4}$ ) 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.
- 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.
- 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.

## **ARTICLE COR14 - INDEMNIFICATION**

(FXT, RPT)

### **COR14.1.1 LEGAL INDEMNIFICATION**

Subject to the other provisions of this Article:

- COR14.1.2 An employee charged with but found not guilty of a criminal or other federal offence, because of acts done in good faith in the performance of his/her duties as an employee, shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such charges;
- COR14.1.3 An employee charged with but found not guilty of a provincial offence, because of acts done in good faith in the performance of his/her duties as an employee, shall be indemnified for up to five thousand dollars (\$5,000) of the necessary and reasonable legal costs incurred in the defence of such charges;
- COR14.1.4 Where an employee is a defendant in a civil action for damages arising out of acts done in good faith in the performance of his/her duties, and a government lawyer (or in the case of an insured claim, counsel retained by the insurer) determines he/she is unable to act for the employee, the employee shall be indemnified for the necessary and reasonable legal costs incurred in defending the action, if the employee is not found to be liable. Any legal costs which are

recovered by the employee in the action shall be deducted from the reimbursement; and

- COR14.1.5 Where an employee's conduct has been called into question in the course of a Public Inquiry or a Coroner's Inquest and the employee was acting in good faith in the performance of his/her duties and counsel acting on behalf of the Employer determines he/she is unable to act for the employee, the employee shall be indemnified for the necessary and reasonable legal costs incurred in defending the action.
- COR14.2.1 Employees shall not be indemnified for legal costs arising from:
- COR14.2.2 Grievances or complaints under the Collective Agreement between the Employer and the Union or under the *Public Service of Ontario Act, 2006*; or
- COR14.2.3 The actions or omissions of employees acting in their capacity as private citizens; or
- COR14.2.4 Investigations and complaints under the Employer's Workplace Discrimination and Harassment Prevention Policy.
- COR14.3.1 For the purposes of COR14.1.2 and 14.1.3, an employee:
- COR14.3.2 Shall be deemed to have been found not guilty where: he/she is finally acquitted; the charges are withdrawn; or he/she is discharged following a preliminary inquiry; and
- COR14.3.3 Shall be deemed to have been found guilty where: he/she is given an absolute or conditional discharge; or he/she subsequently is found guilty of, or pleads guilty to other charges arising out of the same incident(s).
- COR14.4.1 Applications for approval for legal indemnification shall be made in writing to the Deputy Minister, as soon as the employee is aware of a legal proceeding in which he/she requires legal representation.
- COR14.4.2 Legal costs incurred prior to approval for legal indemnification will only be reimbursed where the Employer is satisfied that it was not possible in the circumstances for the employee to obtain prior approval and that the application for approval was made at the earliest opportunity.
- COR14.4.3 The employee shall enter into a written retainer agreement with counsel retained by the employee. The form and substance of the retainer, including the terms and conditions of the agreement, shall be subject to the approval of the Employer.
- COR14.4.4 Any account submitted by counsel retained by the employee is subject to

review and approval of the Employer. In the event the Employer does not approve the actual costs disclosed on the account, the employee may have the account assessed on a solicitor and client basis by a court assessment officer. The Employer will reimburse the employee for the fee charged to the employee for filing a request for an assessment with a court assessment officer.

COR14.5.1 For the purposes of this Article:

COR14.5.2 The legal costs shall be deemed to have been incurred by the employee notwithstanding that the employee may have received financial assistance from the Union in respect thereof or that the Union paid or incurred the expenses directly; Costs paid by the union will be reimbursed directly to the Union by the Ministry, in accordance with this article; and

COR14.5.3 “Employees” shall include a former employee or his/her estate where the charge and/or action arose out of a situation that occurred while the former employee was still an active employee of the employer.

COR14.6.1 Any disputes regarding the granting of legal indemnification shall be resolved by way of grievance subject to the following:

- a) Any finding of guilt in a statutory offence proceeding, or
- b) Any finding of liability in a civil action for damages

Shall be determinative of the issue of guilt or liability for the purpose of any grievance proceeding in relation to this Article.

COR14.7 For the purposes of this Article, a reference to an Act shall be deemed to include any Act that in the future is enacted in place of the Act referred to in this Article.

COR14.8 Any compensation for legal costs incurred under this article shall be based on a maximum hourly rate of one hundred and ninety-two (\$192.00) per hour, and the hourly rate of one hundred and ninety-two (\$192.00) per hour, shall be the maximum amount that shall be reasonable and necessary for the purposes of this article. Despite the language of any retainer which may be submitted by the employee, or approved by the employer, the employer shall only be liable for up to a maximum of one hundred and ninety-two (\$192.00) per hour.

## **PART B - REGULAR PART-TIME EMPLOYEES**

### **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.
- COR15.1.3 Overtime opportunities will only be offered once the non-overtime regular and non-overtime fixed-term resources have been exhausted, even if part of the shift becomes overtime.
- COR15.2.1 Employees in classifications assigned to Schedules 3.7 and 4.7 who work authorized overtime shall be paid at one and one-half (1½) times the basic hourly rate.
- COR15.2.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- COR15.3 Employees in classifications assigned to Schedules 3 and 4 who perform authorized overtime, shall receive compensating leave of one and one-half (1½) hours for each hour of overtime worked, at a mutually agreed upon time. Failing agreement, the Employer shall determine the time of the compensating leave.
- COR15.4 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- COR15.5 Compensating leave accumulated 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 mutual agreement.
- COR15.6 Employees who are in classifications assigned to Schedule 6 and who are required to work on a non-working day shall receive equivalent time off.

### **ARTICLE COR16 – STAND-BY TIME**

- COR16.1 “Stand-By Time” means a period of time that is not a regular working period during which an employee is required to keep himself or herself:

- (a) immediately available to receive a call to return to work, and
- (b) immediately available to return to the work place.

- COR16.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.
- COR16.3 Where stand-by is not previously authorized in writing, payment as per Article COR15.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.
- COR16.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one-half ( $\frac{1}{2}$ ) his or her basic hourly rate with a minimum credit of two (2) hours pay at his or her basic hourly rate.

**PART C – SALARY AND TERM**

**ARTICLE COR17 – SALARY**

COR17.1 Effective January 1, 2015, the salary rates in effect on December 31, 2014, shall remain in effect, and are contained in the Salary Schedule set out in the 2013-2014 Collective Agreement.

COR17.2 All salary rates to be increased across the board as follows:

January 1, 2017 – 1.4%

The salary rates in effect on January 1, 2017 for all classifications are contained in the Salary Schedule attached.

**IMPLEMENTATION**

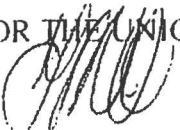
COR17.3 The parties agree to co-operate to facilitate the expeditious implementation of this Agreement.

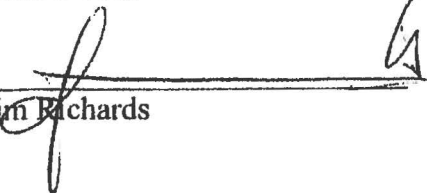
**ARTICLE COR18 - TERM OF AGREEMENT**

COR18.1 This covers the period from January 1, 2015, to December 31, 2017. The effective date of any changes to the terms of this Agreement from the previous Agreement, unless otherwise indicated, shall be May 26, 2016. 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*.

Signed this 18<sup>th</sup> day of November, 2016, in Toronto, Ontario.


FOR THE UNION:

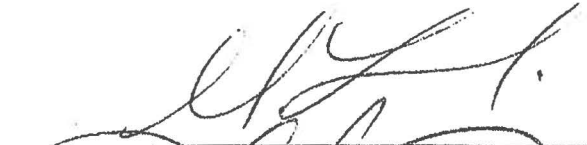
  
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Tom O'Neil


  
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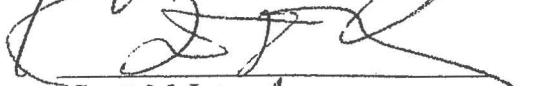
FOR THE EMPLOYER:


  
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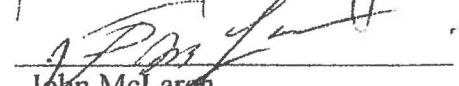
  
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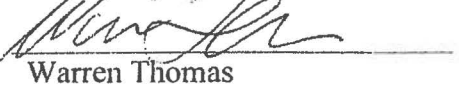
  
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Scott McIntyre

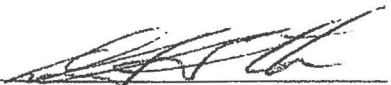
  
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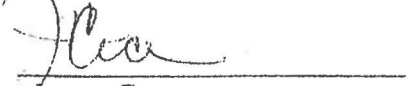
  
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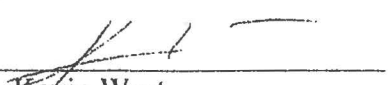
  
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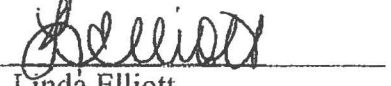
  
Warren Thomas

  
Kim Gallow

  
Dan Smith

  
Jenny Cece

  
Kevin West

  
Linda Elliott

## **PART D - APPENDICES**

### **APPENDIX COR1**

#### **SCHEDULE A - AVERAGING OF HOURS OF WORK**

##### **Schedule A Averaging Of Hours Of Work**

The number of hours of work per week prescribed shall be computed as a weekly average over one (1) year, where the duties of a regular employee require:

- that he or she work more than the number of hours per week prescribed at regularly recurring times of the year, or
- that the number of hours per week be normally irregular.

##### **Averaging Period:**

The averaging period for each class and/or position:

- will conform to the twelve (12) month calendar period which reflects the work cycle of that class and/or position, and
- will be reported to the bargaining agent.

##### **Prorating:**

Periods of employment of less than twelve (12) months in an averaging period (e.g., due to appointment, transfer, separation, etc.) will be prorated.

##### **Hours Per Averaging Period:**

The hours of work required shall correspond to a thirty-six and one-quarter ( $36\frac{1}{4}$ ) hour week or a forty (40) hour week averaged over the twelve (12) month calendar period.

##### **Changes to Hours Per Averaging Period:**

If at any time, a ministry requires a different hours base for a class or for a position within a class (e.g., equivalent of forty (40) hours per week instead of thirty-six and one-quarter ( $36\frac{1}{4}$ ) hours per week), the ministry must:

- alter the affected employees' salaries proportionately, and
- notify the Corporate Labour Relations/Negotiations Secretariat, Ministry of Government Services, and the Union of any such changes.

##### **Record of Hours Worked:**

A record will be maintained for each employee affected showing a running total of hours

worked:

- on his or her regular working days, and
- during the averaging period.

**Excessive Buildup of Hours Worked:**

When an employee's buildup of hours worked is becoming excessive, he or she:

- may be required to take time off on an hour-for-hour basis, in order to bring his or her hours accumulation into line with the hours requirement for the averaging period, and
- will be given reasonable notice, where circumstances permit, of any such time off.

**Calculation of Hourly Rate:**

In all cases, the basic hourly rate of pay for employees on averaging is to be determined by dividing the weekly rate of the class by thirty-six and one-quarter (36¼) or forty (40) as applicable, unless the basic hourly rate of pay already exists.

**Hours Worked Over Annual Requirement:**

At the end of the averaging period, any excess hours standing to the employee's credit over and above the annual hours requirement will be considered as overtime.

Normally, the employee shall be paid for his or her overtime credits. Such payment shall be based on the basic hourly rate he or she was receiving on the last day of the averaging period. Compensating time off may be substituted for payment of overtime credits as follows:

- (a) Where there is insufficient work for an employee to the extent that his or her presence is not required for a period of time, in which case:
  - a ministry has the authority to direct that the employee take time off rather than receive pay for the overtime credits, and
  - such time off must be taken commencing during the first month of the next averaging period;or
- (b) In circumstances other than the above and where the employee and his or her supervisor mutually agree to compensating leave, in which case the time off will commence:
  - within the first month of the next averaging period, or
  - at an otherwise mutually satisfactory time.

**Hours Worked on Holidays or Other Than Regular Workdays:**

- a) All hours worked on a holiday included under Article 47 (Holidays) of the Central

Agreement shall be paid at the rate of two (2) times the basic hourly rate that the employee was receiving when the holiday was worked.

- b) All hours worked on a day that is not a regular working day for the employee will be treated as overtime and based on the rate he or she was receiving when the overtime was worked.

## APPENDIX COR2

### CUSTODIAL RESPONSIBILITY ALLOWANCE

September 23, 1985  
Revised: March 29, 1996  
June 24, 2005  
January 24, 2013

Mr. A. Todd  
Chief Negotiator  
Ontario Public Service Employees Union  
1901 Yonge Street  
Toronto, Ontario  
M4S 2Z5

Dear Mr. Todd:

**Re: Custodial Responsibility Allowance (K1) - Article 7.8  
of the Central Agreement**

This will confirm that effective January 1, 1984, a Custodial Responsibility Allowance of two thousand five hundred dollars (\$2, 500.00) per year is payable to employees of the Ministry of Community Safety and Correctional Services and the Ministry of Children and Youth Services and employees working in training schools operated by Ministry of Children and Youth Services, in addition to the rate of pay specified for the class of the positions to which they are assigned, provided they fulfil all of the following requirements:

- (a) they are not professional staff such as teachers, nurses, social workers or psychologists;
  - (b) the positions to which the employees are assigned are not covered by classes which already take into account responsibility for the control of offenders or wards, such as Correctional Officers, Industrial Officers, Supervisors of Juveniles, Observation and Detention Home Workers, Recreation Officers (Correctional Services), Trade Instructors and Provincial Bailiffs;
  - (c) (i) they are required, for the major portion of their working time, to direct offenders or wards engaged in beneficial labour;  
or  
(ii) as group leaders/lead hands, they are directly responsible, for the major portion of their working time, for operations involving the control of a number of offenders or wards engaged in beneficial labour;
- and

(d) they are responsible for the custody of offenders or wards in their charge and are required to report on their conduct and lay charges where breaches of institutional regulations occur.

The Custodial Responsibility Allowance shall be paid according to the base rate of pay for the class involved.

- weekly rated classes - \$47.91 /week
- hourly rated classes:
- 40 hour week - \$1.20 /hour
- 36¼ hour week - \$1.32 /hour

Yours truly,

P. Mooney  
Senior Staff Relations Officer

## APPENDIX COR3

### PROBATION OFFICERS' ALLOWANCE

March 29, 1996  
Revised: March 12, 2009

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 (31<sup>st</sup>) 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

**MERC TERMS OF REFERENCE**

**Memorandum of Agreement**

**Between**

**The Ministry of Community Safety and Correctional Services and The  
Ministry of Children and Youth Services**

**(hereinafter referred to as the Ministries)**

**and**

**The Ontario Public Service Employees Union**

**(hereinafter referred to as the Union)**

**ARTICLE 1 – AUTHORITY**

- 1.1 This Memorandum of Agreement is made under the authority of Article 16 (Local and Ministry Negotiations) of the Central Collective Agreement with respect to Working Conditions and Employee Benefits between the Union and the Crown in Right of Ontario represented by Management Board of Cabinet (hereinafter referred to as the Central Collective Agreement)
- 1.2 This Memorandum of Agreement covers all Ministry employees who are members of the bargaining units as defined in Article 1 of the Central Collective Agreement.
- 1.3 This Memorandum of Agreement cancels and replaces the Memorandum of Agreement dated October 11, 1994 between the former Ministry of Solicitor General and Correctional Services (MSGCS) and the Ontario Public Service Employees Union, including the appendant letter dated May 30, 1997 from Nancy Navkar, Co-Chair, C CLERC to Barry Scanlon, Co-Chair, C CLERC, approved by the parties at the MSGCS Ministry Employee Relations Committee meeting on September 3, 1997.

**ARTICLE 2 - MANDATE**

- 2.1 Subject to Article 3 (Exclusions) of this Memorandum of Agreement, the mandate for the Ministry Employee Relations Committee (MERC) and any Local Employee

Relations Committees (LERCs) and currently constituted Regional Employee Relations Committees (RERCs) is to promote and maintain a positive labour relations relationship between the parties. The following are mutual objectives:

- a) The Ministry and the Union will strive to maintain satisfactory working conditions and terms of employment for all employees who are subject to this agreement;
- b) The Union and the Ministry will work to improve and maintain effective communication between the parties;
- c) The Ministry recognizes that its staff are its most valuable resource and that the effective utilization of staff is vital to the effective work of the Ministry;
- d) The Union and the Ministry, recognizing that regular attendance and a positive work environment are significant factors affecting operations, undertake to work co-operatively towards improving both;
- e) The Union recognizes the goals and principles of the Ministry's operations;
- f) The Ministry recognizes the legitimate role of the Union in representing its membership through the ERC process;
- g) The Ministry and the Union will maintain a high degree of individual respect for the personal dignity and integrity of all involved in the ERC process notwithstanding the party they represent;
- h) The Ministry and the Union will endeavour to resolve issues at the front line managerial level prior to the use of the grievance process;
- i) The Union and the Ministry will endeavour wherever and whenever possible to resolve complaints at the Formal Resolution Stage-of the grievance procedure;
- j) The Ministry and the Union agree to make reasonable efforts to ensure the continuity or representation at MERC, RERC and LERC meetings in an effort to maintain consistency throughout the decision-making process;

The basis of this relationship is found within this Memorandum of Agreement which captures the structural parameters for the Union and the Ministry. In addition, the parties will strive to promote the spirit of agreement and co-operation captured herein.

2.2 Where, as a result of discussion under this Memorandum of Agreement, an agreement is reached in any matter of continuing significance, such agreement may be reduced to writing in a Minute of Understanding.

2.3 This Memorandum of Agreement, MERC, RERC and LERC discussions, meeting minutes, or Minutes of Understanding shall not be subject to mediation or arbitration.

2.4.1 This Memorandum of Agreement and any minute of understanding shall be given effect by the signature of responsible officials of both parties, but no agreement shall be binding on the Ministry without the approval of the Deputy Minister or his/her nominee, and no agreement shall be binding upon the Union without the approval of the President of the Ontario Public Service Employees Union or his/her

nominee.

- 2.4.2 Any minute of understanding negotiated and approved in accordance with subsection 2.4.1 of this Agreement is subject to Article 22 (Grievance Procedure) of the Central Collective Agreement.

It is agreed that alleged violations will be referred to the Ministry Employee Relations Committee for review/resolution prior to any grievance being filed. The Parties agree that time limits may be waived subject to mutual agreement. All grievances filed would be filed as Union or Ministry grievances.

### **ARTICLE 3 - EXCLUSIONS**

- 3.1 It is agreed that the following will not be the subject of any agreement or Minute of Understanding:
- a) any matters specified in Article 3.1(a)(i) to (a)(vi) below and which are directly controlled by the Public Service Commission;
    - (i) the evaluation and classification of positions in the Regular Service and the determination of the qualifications therefor.
    - (ii) the determination of salary ranges for each classification except a previously established classification for which a salary is determined through collective bargaining.
    - (iii) the recruitment of qualified persons for the civil service.
    - (iv) the assignment of persons to positions in the Regular Service and the specification of salaries payable.
    - (v) the determination of perquisite charges for regular employees.
    - (vi) the provision, assistance or coordination of staff development programs.
  - b) any matters which may involve amendments to legislation or regulations;
  - c) any matters of Ontario Public Service - wide concern (whether or not approval of a Central Agency is required);
  - d) any matters in the Central Collective Agreement, or a Bargaining Unit Collective Agreement with respect to working Conditions and Salaries, except where expressly provided for in the applicable Collective Agreement.
  - e) any matters which might more properly be the subject of a grievance;
  - f) at Regional Employee Relations and Local Employee Relations Committees, any matter which is of ministry-wide application;
  - g) at the Ministry Employee Relations Committee, any matter which is of local concern or application where such matter has not first been reviewed and referred by the relevant Local Employee Relations Committee.

## **ARTICLE 4 - MINISTRY EMPLOYEE RELATIONS COMMITTEE (MERC)**

### **4.1 Composition**

- 4.1.1 The Deputy Minister will nominate one (1) senior ministry official to represent the Ministry, and that person may nominate not more than four (4) other senior staff to assist him/her. The Union will designate not more than five (5) bargaining unit members who are ministry employees (one of whom shall be a Probation and Parole Officer representative), or not more than four (4) bargaining unit members who are ministry employees (one of whom shall be a Probation and Parole Officer representative) plus one (1) Union staff representative, to represent the Union.
- 4.1.2 The Committee shall be co-chaired by Ministry and bargaining unit representatives.
- 4.1.3 Both sides-will make every reasonable effort to ensure that their representatives reflect the major occupational groups of the Ministry.
- 4.1.4 With the prior agreement of both parties, either party may be accompanied by one or more persons to provide expertise and advice on specific items, or to act as observers or trainees.
- 4.1.5 On the Union side, for education purposes a local Union president or highest ranking local member other than and in addition to the Union team, may, by selection of the Union team, be in attendance at meetings.

### **4.2 Meetings**

- 4.2.1 Meetings of the MERC shall be held not more frequently than once every two months. The places and times for such meetings shall be mutually agreed upon at least six months in advance of any meeting.
- 4.2.2 Notwithstanding Section 4.2.1, additional meetings may be requested in writing by either party, and held upon mutual consent.

### **4.3 Agenda and Minutes**

- 4.3.1 Annotated agendas of reasonable length detailing issues in a clear and concise fashion will be exchanged by the parties at least two weeks prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees.
- 4.3.2 With mutual consent additional items may be added prior to, or at the meeting.
- 4.3.3 One set of minutes will be produced by the Ministry within fourteen days of each meeting. The minutes will reflect matters discussed and any agreement or

disagreement on solutions proposed. Where a matter is deferred, the minutes will reflect which party is responsible for follow-up.

- 4.3.4 The minutes will be signed by a responsible representative of each party authorizing them for distribution.
- 4.3.5 Issues resolved informally by the parties between formal ERC meetings may, subject to mutual agreement, be reflected in the subsequent set of minutes of employee relations committee meetings.
- 4.3.6 The minutes are not binding on either party nor are they subject to the grievance procedure.

#### 4.4 Referral of Unresolved Matters

- 4.4.1 Matters, which are not resolved at the MERC, may be referred to the Deputy Minister in accordance with Article 16.3 of the Central Collective Agreement.
- 4.4.2 Matters not resolved under Article 16.3 of the Central Collective Agreement may be referred to the Central Employee Relations Committee.

### **ARTICLE 5 - LOCAL EMPLOYEE RELATIONS COMMITTEES (LERCs) AND REGIONAL EMPLOYEE RELATIONS COMMITTEES (RERCS)**

- 5.1 Upon mutual consent, the parties will establish a LERC and/or RERC.
  - 5.1.2 The Deputy Minister will nominate one (1) official of the ministry to represent management, and that person may nominate not more than two (2) others to assist him/her. A Human Resources staff official may attend as well to assist the designated official. The Union will designate not more than three (3) bargaining unit members who are ministry employees within the appropriate Local or unit. A Union staff representative may attend as well to assist the bargaining unit members.
  - 5.1.3 With the prior agreement of both parties, either party may be accompanied by one or more persons to provide expertise and advice on specific items, or to act as observers or trainees.
  - 5.1.4 Notwithstanding the reference to “Local or Unit” in 6.1.2, in probation and parole services the union will designate bargaining unit members who are ministry employees in the appropriate Region of the Ministry.

#### 5.2 Meetings

- 5.2.1 LERC/RERC meetings may be held not more frequently than once every two (2) months at a mutually agreed upon time and place.

### 5.3 Agenda and Minutes

- 5.3.1 Annotated agendas of reasonable length detailing issues in a clear and concise fashion will be exchanged by the parties at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees.
- 5.3.2 With mutual consent additional items may be added prior to, or at the meeting.
- 5.3.3 One set of minutes will be produced by the ministry within fourteen (14) days of each meeting. The minutes will reflect matters discussed and any agreement or disagreement on solutions proposed. Where a matter is deferred, the minutes will reflect which party is responsible for follow-up.
- 5.3.4 The minutes will be signed by a responsible representative of each party authorizing them for distribution.
- 5.3.5 Issues resolved informally by the parties between formal ERC/RERC meetings may, subject to mutual agreement, be reflected in the subsequent set of minutes of employee relations committee meetings.
- 5.3.6 The minutes are not binding on either party nor are they subject to the grievance procedure.

### 5.4 Referral of Unresolved Matters

- 5.4.1 Matters, which cannot be resolved, after all reasonable efforts have been exhausted at the local level, may be referred to the Ministry Employee Relations Committee (MERC) at the request of either party.
- 5.4.2 Notwithstanding Section 5.4.1, it is agreed that informal consultation at the regional level may prove beneficial in resolving matters that have not been resolved at the LERC level. Consequently, the parties agree that one management and one Union representative from LERC or currently constituted RERC will undertake to jointly consult with the appropriate regional administration on matters that have been resolved at a LERC/RERC meeting, where the Regional Director or his/her designee was not present at the meeting. The purpose of this joint consultation is to attempt to resolve matters in dispute so that they will not have to be referred to the MERC. Nothing in this section precludes the direct referral of an unresolved local issue to the MERC where local Union representatives and regional administrators are unable to consult within twenty (20) working days of the LERC/RERC meeting at which the issue in dispute was discussed.
- 5.4.3 Where a LERC/RERC does not exist for the relevant Local or work unit, matters may be referred directly to the MERC.

## **ARTICLE 6 - ADMINISTRATION**

6.1.1 Leave of absence without loss of pay or credits shall be granted to bargaining unit representatives of the MERC, RERC or LERC for the purpose of attending meetings, unless such leave unduly interferes with the operating requirements of the Ministry. Leave requests shall not be unreasonably denied.

6.1.2 The Union MERC Co-chair(s) shall be granted a leave of absence without loss of pay or credits from the employee's place of employment for the duration of their term as MERC Co-chair.

A MERC member from MCYS shall be granted half-time off without loss of pay or credits from the employee's place of employment for the duration of the members' term.

Two and one-half (2 ½) MERC representatives from MCSCS shall be granted a leave of absence without loss of pay or credits from the employees' place of employment for the duration of their term.

6.2 Leave of absence with pay shall be granted to bargaining unit representatives of the MERC, RERC or a LERC to accommodate reasonable travel time.

6.3.1 Bargaining unit representatives of the MERC shall be granted a leave of absence without loss of pay or credits granted on a normal working day to a maximum of twelve (12) hours on a full-time basis to conduct MERC business with no loss of credits on the calendar day before a MERC meeting to attend MERC caucus sessions. Expenses incurred by Union MERC members will be borne by the Union.

6.3.2 Bargaining unit representatives of a LERC/RERC shall be granted a maximum of three (3) hours' time off with pay, which is inclusive of the leave as set out in article 6.1.1, and no loss of credits on the day of a LERC/RERC meeting to attend union bargaining team caucus sessions held immediately prior to the meeting.

6.4 Travel and other expenses for LERC/RERC as the result of leaves granted above shall be borne by the Union.

6.5 Any Minutes of Understanding created as a result of the agreement of the parties in the MERC, LERCs and RERCs shall be given effect by the signature of responsible officials of both parties, but no agreement shall be binding upon the Union without approval by the President of the Ontario Public Service Employees Union or his/her designee, and no agreement shall be binding upon the Ministry without approval by the Deputy Minister or his/her designee.

## **ARTICLE 7 - VIEWING POSITION DESCRIPTION FORMS**

7.1 Upon written request to the Manager, Human Resources Services, an employee

shall be given a copy of the position specification applicable to their position.

## **ARTICLE 8 - PROBATION OFFICER ALLOWANCE**

- 8.1 Probation Officer Allowance entitlements, formerly set out in the MERC agreement, are now set out in Appendix COR3 of the Correctional Bargaining Unit Agreement.

## **ARTICLE 9 - TERM**

- 9.1 This Memorandum of Agreement covers the period from November 4, 1999 to November 3, 2000, and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing at least one month in advance of the year ending that it wishes to amend the Memorandum of Agreement.

**For the Ontario  
Public Service  
Employees Union**

**For the Ministry of  
Community Safety and  
Correctional Services**

**For the Ministry of  
Children and Youth  
Services**

**APPENDIX COR5**

**CLASSIFICATION ADJUSTMENTS**

1. The Employer shall undertake a review and update of the Probation Officer class standards and shall establish a Probation Officer 3 classification, effective January 1, 2002. The salary rates for the Probation Officer 3 level shall be:

01/01/02:	\$978.70	\$1,009.87	\$1,041.98	\$1,075.99	\$1,111.83
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2. The Employer shall establish a new classification entitled Youth Worker, and the salary rates shall be:

01/01/02:	\$19.54	\$21.10	\$22.32
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3. Effective January 1, 2002, a 4% increase to all rates in the salary range for the Probation Officer 1 and 2 classes and the range for the proposed Probation Officer 3 class.

Note: These classification adjustments shall not be challenged by either party under the *Pay Equity Act*, because they reflect adjustments to address skills shortages as contemplated by Section 8 (1) (e) of the *Pay Equity Act*.

## TRAINING AND DEVELOPMENT

### Letter of Understanding Regarding Training and Development

The parties agree that the joint Training and Development subcommittees of the MERCs will continue to examine issues related to training and development as they apply to the Ministry.

The mandate of the subcommittees will include:

- supporting professionalism through its review of the training, advice and tools that are currently being used;
- reviewing information regarding training from other jurisdictions across Canada
- recommending improvements through the reviews of current training and training models from other jurisdictions;
- reviewing the structure or development of internal training programs and special project training assignments;
- investigating professional developmental opportunities.
- supporting Peer Mentorship Committees.

#### **Meetings**

The sub-committees will meet quarterly with all meetings for the year to be scheduled at the first meeting of each year.

#### **Agenda and Minutes**

Annotated agendas of reasonable length detailing issues in a clear and concise fashion will be exchanged by the parties at least ten (10) working days in advance. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees.

With mutual consent additional items may be added prior to, or at the meeting.

Minutes will be done live and signed off by both parties at the conclusion of each meeting.

#### **Referral of Unresolved Matters**

Matters which cannot be resolved may be referred to the Ministry Employee Relations Committee (MERC) at the request of either party.

### **Composition**

The subcommittees shall be comprised of equal numbers of Union and Employer representatives including the Ministry Union MERC Co-chair or designee, and shall be activated within ninety (90) days of the signing of this Agreement. Four (4) union representatives will be from the Correctional Bargaining Unit.

It is understood that time off, and compensation for subcommittee members will be dealt with in accordance with the usual practice adopted by MERCs for such matters.

**PROVINCIAL OVERTIME PROTOCOL**

**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 regular and non-overtime fixed-term 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

**FIXED-TERM ROLLOVERS (CO & YSO)**

**Letter of Understanding**

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

**Re: Letter of Understanding  
Fixed-Term Rollovers of Correctional Officers and Youth Services Officers in  
MCSCS/MCYS**

When a vacancy occurs, the parties will continue to utilize their current processes to rollover fixed-term Youth Services Officers and fixed-term Correctional Officers to the Regular Service. The appropriate MERC and/or MERC Transition Sub-Committee will be responsible for any disputes arising from the vacancy and will resolve all vacancies using a mix of lateral transfers and rollovers as negotiated. Where both parties agree, the competition process of posting vacancy(s) will be utilized to allow for fixed term and regular employees to apply.

Fixed term employees will have their hours calculated quarterly. These hours will be given to fixed-term employees with a dispute form to be checked and given back to the Employer for final verification. This will be done in order to expedite any further rollovers.

Once vacancies have been identified, rollovers will be conducted in the following manner:

- Step 1            Positions to be filled by Rollover shall be by an "Expression of Interest" that will be posted in the institutions as determined by MERC.
- Step 2            Fixed-term employees who indicate their interest in a rollover position, will have their quarterly hours reviewed and will be rolled over into the Regular Service in accordance with Appendix COR19.

Any Fixed-Term employee who declines a Regular position will continue with their Fixed-Term contract.

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

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

Yours truly,

Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division  
Treasury Board Secretariat

## INVESTIGATION AND SUSPENSION OF FIXED-TERM EMPLOYEES

### Letter of Understanding

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

**Re: Letter of Understanding  
Investigation and Suspension of Fixed-Term Employees**

The *Public Service of Ontario Act, 2006* (PSOA) sections 35, 36 and 55, provide the authority to suspend employees with or without pay.

When an investigation is initiated, the Employer should consider whether the employee under investigation can remain in the workplace in some capacity, including whether the employee can be assigned other work within the workplace. Where the Employer determines that an employee cannot remain in the workplace pending an investigation, he or she will be suspended under section 36 (2) of PSOA.

Each decision to suspend pending an investigation and whether it will be with or without pay will be based on the specific facts of each case. Factors to consider may include the anticipated length of time it may take to conclude the investigation and the seriousness of the allegations.

When an employee has been suspended pending an investigation:

- In MCSCS and MCYS, the Employer will contact the OPSEU Local President and the OPSEU MERC Co-Chair to notify them of the suspension, as soon as practicable.

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 a fixed-term employee will be based on averaging the straight-time hours worked by the employee during the previous thirteen weeks.

Yours truly,

Michael Villeneuve

Director, Negotiations and Security Branch  
Employee Relations Division  
Treasury Board Secretariat

## SURVEILLANCE IN CORRECTIONAL WORKPLACES

### 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 Workplaces**

The parties agree to the following regarding use of surveillance and electronic equipment in the workplaces:

#### **Purpose**

The purpose of electronic monitoring and surveillance of Correctional workplaces is for the safety and security of staff, inmates and property of the respective ministry. Information obtained may be used for protection against criminal acts such as theft, depredation and damage to property.

#### **Advisement**

The Employer shall notify the Union of any increases in use of surveillance equipment. In instances that 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.

The use of electronic monitoring/surveillance equipment is not to be used as a replacement for supervising or managing; or as a means to evaluate employee performance.

Any disputes regarding surveillance in a Correctional workplace by the Employer shall be referred to the appropriate MERC for discussion and resolution.

Yours truly,

Mark Dittenhoffer  
Manager  
Employee Relations Division, HR Ontario  
Ministry of Government Services

**PROBATION AND PAROLE OFFICER WORKLOAD**

**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 Workload**

This will confirm that the parties agree to continue the Probation and Parole Officer workload sub-committee of MCSCS MERC for the duration of this Collective Agreement.

The mandate of the workload subcommittee will include:

1. Development of Terms of Reference for the Sub-committee
2. Establishment of a process to address work load concerns in a timely manner
3. Any new policy that will have a direct impact on workload, shall be submitted for review. The sub-committee can make recommendations on strategies to address increased workload.
4. Make recommendations to MERC on workload issues as needed.

This will confirm that the parties will utilize a Work Load Analysis tool in their respective Ministries to reallocate workload or resources. For clarity, MCSCS will refer all workload/work tool issues/disputes to the local workload review committee and if not resolved, it will then be referred to the RERC. If not resolved at RERC the matter will be referred to the workload subcommittee of MERC.

The MCSCS subcommittee will be comprised of equal members of Union and Employer representatives (membership will include the Union Probation & Parole representative on MERC) and shall be activated within ninety (90) days of signing of this agreement.

It is understood that time off and compensation for subcommittee members will be dealt with in accordance with the usual practice adopted by MERCs for such matters.

Yours truly,

Mark Dittenhoffer  
Manager  
Employee Relations Division, HR Ontario  
Ministry of Government Services

**PROBATION OFFICER WORKLOAD**

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

**Re: Letter of Understanding  
Probation Officer Workload**

MCYS MERC will:

1. Jointly develop and determine the Workload Analysis tool to be used.
2. Develop an implementation plan and process to deal with workload issues.
3. Create a workload dispute resolution mechanism.
4. Review new initiatives to determine workload implications and make recommendations to address workload issue.

Yours truly,

Mark Dittenhoffer  
Manager  
Employee Relations Division, HROntario  
Ministry of Government Services

**PERSONAL PROTECTIVE EQUIPMENT**

**Letter of Understanding**

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

**Re: Letter of Understanding  
Personal Protective Equipment**

The parties agree upon the joint objective of maintaining health and safety of all employees in Correctional Institutions and Facilities.

The parties agree that the MCSCS PJH&SC and the MCYS PJH&SC respectively will review, test, and recommend new security and personal protective equipment (PPE) in the Correctional Bargaining Unit.

The parties' objective is to improve and maintain the security, control, supervision, care and rehabilitation of adult offenders and young persons.

The mandate will include:

- reviewing current security equipment
- reviewing current PPE, including clothing
- reviewing the current usage and policies on said equipment
- reviewing PPE and security equipment from other jurisdictions, and recommending best practices
- recommending new equipment for usage within the Correctional System for Institutions, Facilities and Community Services
- assist in the development Correctional training specific to new PPE
- recommending policies and procedures for use of new PPE.

Yours truly,

Mark Dittenhoffer  
Manager  
Employee Relations Division, HR Ontario  
Ministry of Government Services

**OCCUPATIONAL STRESS INJURIES**

**Letter of Understanding**

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

The parties agree the MCSCS PJHSC and the MCYS Divisional H&SC will review the trends of Occupational Stress and Work Place Violence.

The mandate will include:

1. a) Receive and review statistics on levels of violence that have occurred in the workplace. The focus will be to determine any trends in the escalation of serious violent incidents in the Ministries' Adult and Youth facilities and make recommendations. This will include a review of statistics, such as:
  - Offender-on-Offender incidents
  - Offender-on-Ministry Staff incidents
  - Ministry Staff-on-Staff in the work place
  - WSIB, EAP, LTIP data, CISM data

The Employer shall provide such statistics to the committee on a semi-annual basis. There will be two reporting periods: 1) January 1 – June 30 and 2) July 1 – December 31. Statistics will be provided to the Union within thirty (30) days of each reporting period.

b) The MERC and the MCYS Divisional H&SC or the MCSCS PJH&S, as applicable, will be notified by the Employer as soon as practicable, of any serious assaults on staff, serious staff injuries, credible threats against staff, or other incidents as the parties may agree.

The Local President or Designate will be notified by the Employer as soon as practicable, of any assaults, injuries, threats against staff, or other incidents as the parties may agree.

2. Recommend a jointly developed strategic plan for staff training to provide the training to meet the physical and psychological demands on Correctional Bargaining Unit employees.

3. The development and making of joint recommendations on training to recognize and address the signs of depression, anxiety, addictions and occupational stress injuries related to violent and traumatic incidents that have occurred in the operational setting. Further, the committee will be given an opportunity to review the training content and provide feedback prior to implementation.
4. Jointly identify support programs to treat depression, anxiety, addictions and Post Traumatic Stress Disorders for both short and long term Occupational Stress Injuries.

Yours truly,

Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division  
Treasury Board Secretariat

**PROVINCIAL STAFFING LEVELS**

**Letter of Understanding**

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

**Re: Letter of Understanding  
Provincial Staffing Levels**

The parties agree that the MCSCS and MCYS MERCs will review staffing levels in the Correctional Bargaining Unit.

The mandate will include:

- Reviewing the current staffing levels in the Correctional Institutions, Youth Facilities and Community Services.
- Making recommendations on a staffing operational model or models.
- Operational review of the Compressed Work Week Agreements and assist with development of effective and consistent scheduling principles.

The MERCs will commence the review within ninety (90) calendar days of the signing of this agreement, and provide a report to the Deputy Minister within one year of the commencement of the review.

Yours truly,

Mark Dittenhoffer  
Manager  
Employee Relations Division, HROntario  
Ministry of Government Services

**ROLLOVER OF FIXED-TERM (PO&PPO)**

**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 Fixed-Term Probation Officers and Probation and Parole Officers**

The parties agree to fill all regular vacancies within both Ministries using the following methods:

1. Lateral Transfer;
2. Roll Overs (Appendix COR19) based on straight time hours;
3. Conversions in accordance with Article 31.A.15;
4. Competition.

The parties agree to utilize a balanced approach in filling the vacancies. The MERCs may have consultations with the local parties on filling regular vacancies.

The parties agree that the MCSCS and MCYS MERCs will implement this agreement within ninety (90) days following the first MERC meeting upon ratification.

Yours truly,

Mark Dittenhoffer  
Manager  
Employee Relations Division, HROntario  
Ministry of Government Services

**MCSA S.22 AND CFSA S.98 INVESTIGATIONS**

**Letter of Understanding**

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

**Re: Letter of Understanding  
Union Representation during MCSA S.22 and CFSA S.98 Investigations**

This will confirm that, in recognition of Collective Agreement Article 1.1, employees represented by the Ontario Public Service Employees Union (OPSEU) are entitled to Union representation during investigation and allegation processes.

For clarity, every employee has the right:

- to be informed promptly of the reasons for the investigation;
- to retain Union representation without delay and to be informed of that right;
- to have Union representation during Level One or Level Two investigation interviews;
- Employees who are the subject of an investigation under the Act are required to receive a written notice notifying them of such, unless this notice would impede a police or Correctional Services investigation;
- to be treated in accordance with the Employer's relevant ethical codes of behaviour during the interview process; and
- to have investigation interviews videotaped, where operationally feasible, with a copy to the subject employee and the Union.

It is understood and agreed that, in the event of a Union representative being present, he or she shall be entitled to make comments at the beginning and/or end of any investigative meeting. During an investigation meeting the representative shall neither coach nor direct the employee.

The representative may raise concerns about the application of this procedure.

All parties agree that there is an obligation to cooperate during an investigation, including the obligation to provide complete and truthful statements.

It is further understood that employees who are providing representation will be dealt with in accordance with the usual practice of a duty assignment.

Yours truly,

Mark Dittenhoffer  
Manager  
Employee Relations Division, HR Ontario  
Ministry of Government Services

**HEALTH AND PRODUCTIVITY PROGRAM**

**Letter of Understanding**

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

**Re: Letter of Understanding  
Health and Productivity Program**

The parties agree that two (2) joint sub-committees of the MERCs have been established to develop and implement a health and productivity program in correctional facilities, youth facilities and in Community. The Health and Productivity Program will mirror the current program that was designed and developed in MCYS.

Each sub-committee will be comprised of equal members of Union and Employer representatives and shall be convened within ninety (90) calendar days of the signing of this agreement

It is understood that time off, and compensation for sub-committee members will be dealt with in accordance with the usual practice adopted by MERCs for such matters.

Yours truly,

Mark Dittenhoffer  
Manager  
Employee Relations Division, HROntario  
Ministry of Government Services

**FXT SENIORITY IN INSTITUTIONS, FACILITIES, PROBATION AND  
PROBATION & PAROLE**

**Letter of Understanding**

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

**Re: Letter of Understanding  
Fixed-Term Seniority  
Correctional Institutions, Youth Justice Facilities,  
Probation Offices and Probation and Parole Offices**

This will confirm our agreement reached during negotiations that fixed-term employees employed within Correctional Institutions, Youth Justice facilities, Probation Offices and Probation and Parole Offices, shall be entitled to have their service counted towards the accumulation of seniority, based upon 1725.5 straight-time hours or 1904 straight-time, as appropriate, counting as equivalent to one year's service, or pro-rated to the equivalent of less than one year as appropriate. Such seniority may be used, at an institution, facility or office level only, by such an employee for the purpose of rollovers, competitions, layoffs, and transfers, as provided in the Collective Agreement.

Yours Truly,

Mark Dittenhoffer  
Manager, Centre for Employee Relations  
Employee Relations Division, HROntario  
Ministry of Government Services

PROVINCIAL HEALTH AND SAFETY

Letter of Understanding

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

**Re: Letter of Understanding  
MCSCS Provincial Joint Health and Safety Committee and the MCYS  
Divisional Health and Safety Committee**

Preamble

The Employer and the Union recognize the importance of emphasizing Occupational Health and Safety (OH&S) issues in the workplace. With this in mind, the Employer and the Union agree to the establishment of a two (2) Provincial Joint Health and Safety Committees on Occupational Health & Safety to address safety throughout the MCSCS (Correctional Services Division) and MCYS (Youth Justice Division).

This document sets forth the terms of reference for those committees. The Employer and Union representatives recognize that terms of reference are necessary to guide the operation of the Committees and the issues they may be required to review.

1. Mandate

The purpose of the Provincial Joint Health & Safety Committees (the "Committees") is to review health and safety issues with Ministry-wide applications and make recommendations to the Deputy Minister that may lead to resolution of such issues and assist with implementation.

The Committees also function per the provisions of the guidelines as originally established pursuant to the Memorandum of Settlement signed between the parties on September 21, 1990 (MCS), the MOL Order dated November 13, 1990 (MCS) the Agreement agreed between the parties dated March 07, 1991 (MCS), the Right to Refuse Unsafe Work Protocol dated October 04, 1991 (MCS), and the Agreement dated October 19, 2006 (MCYS).

The parties agree to establish two Ministry-level Committees – one for Ministry of Children and Youth Services (Youth Justice Division) and one for Ministry of Community Safety and Correctional Services (Correctional Services Division).

Ministry Level Committees

Functions of and matters appropriate for consideration of the committees include:

1.1 The purpose of the Ministry level committees is to review health and safety issues with Ministry-wide application and to act as a forum where potential areas of concern can be discussed and recommendations for action made. Functions of and matters appropriate for consideration by the committee include:

- a) receive and review accident occupational illnesses statistics;
- b) discussing issues which have Ministry-wide application and have been identified by the Union or the Employer;
- c) reviewing Ministry and/or Union health and safety training initiatives;
- d) reviewing occupational health and safety and WSIB investigation reports of all fatal work-related accidents and critical injuries. The Employer will notify the Union Provincial Health and Safety Co-chair as soon as reasonably possible when a critical injury occurs, and shall provide report(s) directly related to the critical injury for review;
- e) receiving and reviewing all newly issued health and safety directives and procedures issued by the Employer at the Ministry/Divisional level;
- f) acting as a resource to local workplace committees/representatives;
- g) reviewing unresolved issues from the local level that have been referred to the Ministry level committees. The issues will be reviewed by a worker representative selected by and from the worker representatives of the Ministry-level committee and an Employer representative of the Ministry-level committee, with the objective of resolving the issue. This joint review will be undertaken prior to the unresolved issue being placed on the agenda for subsequent Ministry-level committee meetings, or in the alternative the resolution of the issue will be reflected in the subsequent set of minutes.
- h) To promote conducting safety inspections on a regular basis through consultation with local OH&S committees or worker representatives.
- i) To review issues and minutes of local health and safety committees/representatives which have been raised at the local and have been jointly referred to PJH&S Committees.
- j) To inspect specific sites when there is appropriate justification for doing so as agreed upon by the Committee(s) for matters referred in accordance with the previous paragraph.

## 2. Membership

2.1.1 Each of the Committees shall be composed of four (4) Employer nominees chosen by the Employer and four (4) worker nominees chosen by the Union. The Union and the Ministry may each provide staff resources to the Committees as necessary.

2.1.2 (a) Two (2) of the members of each of the committees shall be selected as co-chairs, one of whom shall be selected by the members who represent the Union and the other of whom shall be selected by the members who exercise managerial functions.

- (b) MCSCS Committee Union co-chair will have approved full-time off and the Union Community Representative will have approved half-time off. Additional time off requests for the MCSCS Union Community Representative will be considered by the Employer on a case-by-case basis. The MCYS Committee Union co-chair will have approved full-time off. The MCYS Union Community Representative will have an approved minimum of thirty-six and a quarter (36 ¼) hours per month time off, and additional time off will be considered by the Employer on a case-by-case basis. This time off will be a leave of absence without loss of pay or credits and considered a duty assignment and the time off will be paid by the Employer. Expenses incurred by the Committees' Union co-chairs will be paid for by the Union.
- 2.1.3 The Employer co-chair of the MERC may, and the Union co-chair of the MERC will, sit as ex-officio members of these committees.
- 2.2.1 Union members of the Committees shall be permitted to take time from work to attend meetings of the Committees, unless such leave unduly interferes with the operating requirements of the workplace. Permission will not be unreasonably denied.
- 2.2.2 All time spent attending the committee meetings shall be considered as work time and paid at the regular or premium rate, as may be proper, for members who are Ministry employees.
- 2.3.3 Preparation time will be provided and approved by the Employer to Union members of one (1) day prior to scheduled committee meetings, to allow for total travel and caucus time.
- 2.3.4 Expenses related to travel for Union members of the Committees shall be paid for every second meeting in accordance with the government's and Ministry guidelines.

#### Scheduling Meetings

- 3.1 Meetings of the Committees shall be scheduled quarterly or otherwise at the mutual agreement of the parties.

#### Local Workplace Committees/ Representatives

- 4.1 The parties agree that all Ministry workplaces as defined by the Occupational Health and Safety Act will abide by the provisions established by the Occupational Health & Safety Act.
- 4.2 The Ministry and the Union agree to establish joint Occupational Health and Safety committees at each workplace as defined by the Occupational Health and Safety

Act. Such workplace committees shall function in accordance with the provisions for joint Occupational Health and Safety committees.

- 4.3 It is the policy of the Ministry and the Union to encourage the active participation of all workers in the prevention of accidents and in the promotion of health and safety in the workplace.
- 4.4 The parties acknowledge that the joint Occupational Health and Safety system can only be successful where the representatives of the Employer and the workers are committed to these responsibilities. Therefore, the parties undertake to cooperate in ensuring that these provisions will be carried out by their respective organizations.
- 4.5 The parties have adopted these provisions in good faith and agree to promote occupational health and safety in the workplace, and assist joint Occupational Health and Safety committees, committee members and workplace representatives, by providing such information and assistance as may reasonably be required for the purpose of carrying out their responsibilities.
- 4.6 The purpose of these provisions is to detail the formation, function, composition and administrative processes for the joint Occupational Health and Safety committee system which is being adopted by the Union and the Ministry for workers throughout the Ministry.
- 4.7 The parties jointly encourage the resolution of all occupational health and safety complaints in accordance with these provisions. It is further recommended that workers and supervisors are to endeavour to jointly resolve occupational health and safety issues and complaints in their own workplace through the local joint committee process. It is the expectation of the parties to resolve outstanding issues and complaints jointly prior to the initiation of grievances under the Collective Agreement on Working Conditions and Employee Benefits. At the same time, these principles are not intended to abridge the right of the Union or a worker to inform the Ministry of Labour when it is felt that a health and safety complaint has not been satisfactorily resolved.
- 4.8 The Occupational Health and Safety committee structure may accept for discussion and resolution, items pertaining to the occupational health and safety except issues relating to staffing (including complement, deployment, scheduling, assignments, posts, etc.) overcapacity and security (both static and dynamic).

Yours truly,

Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division  
Treasury Board Secretariat

**OFFENDER TRANSPORTATION SUB-COMMITTEE**

**Letter of Understanding**

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

**Re: Letter of Understanding  
Establishment of an Offender Transportation Sub-committee**

The parties agree to establish an Offender Transportation Sub-committee to review the transportation of offenders between secure institutions and courts, as well as transportation regarding community escorts, and transport to Federal facilities. A report will be provided to the Deputy Minister of Ministry of Community Safety and Correctional Services (MCSCS) with appropriate recommendations. This report should be provided within one year from date of ratification of the Collective Agreement.

The mandate of the Transportation Sub-committee shall flow from the GSB Settlement re: Bailiffs, and the OLRB re: community escort will include:

1. Development of terms of reference for the sub-committee. The sub-committee will be comprised of equal members of three (3) Union and three (3) Employer representatives and shall be activated within ninety (90) days of signing of this agreement. Additional resources may attend as needed with reasonable notice to the other party.
2. Study the Offender Transportation Operation (Bailiffs) and all transfers of sentenced and remanded offenders incarcerated within Adult Correctional Facilities who must be transferred for the purpose of facilitation, treatment, Court Orders or administration purposes.
3. Provide a report which will include all findings and recommendations with regard to Offender Transportation Operations to the Deputy Minister of Community Safety and Correctional Services within one year of the implementation of the sub-committee.

Yours truly,

Mark Dittenhoffer  
Manager  
Employee Relations Division, HR Ontario  
Ministry of Government Services

**PEER MENTORSHIP PROGRAM FOR INSTITUTIONS/FACILITIES**

**Letter of Understanding**

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

**Re: Letter of Understanding  
Peer Mentorship Program for Institutions/Facilities**

A Peer Mentorship Program Framework will be developed by the Training and Development Sub-Committee of MERC.

Peer Mentorship Committees (Local Committees) will be established at each institution/facility.

Once the Framework has been completed those employees who have been selected as mentors will be provided with training.

The Local Committees will implement the Framework with regard to all newly hired employees and other employees as identified by the Employer.

The mandate of each Local Committee will include:

- implementing the Framework, with such modifications as may be necessary given relevant site specific information;
- training and provide orientation of site specific Standing Orders and/or Policies and Procedures;
- working directly with mentors to provide ongoing support to, the newly hired employee(s) or other employee(s) as identified by the Employer; and
- keeping current with all changes to the Standing Orders as well as any changes to policies and procedures.

Composition

Each Local Committee will have an equal number of Union and Management representatives, to a maximum of three (3) per party. Union members will be selected by the Local Union Executive.

The Institutional Training Manager, or other person as identified by the Employer will co-chair the committee.

### Meeting

Each committee will meet as required to fulfill its mandate. It is understood that time off, and compensation for Local committee members will be dealt with in accordance with the usual practice adopted by the facility / institution's Local Employee Relations Committee (LERC).

### Disputes

Any disputes arising from the Local Committees will be referred to the LERC for resolution; failing resolution by the LERC, the dispute may be referred to the Training & Development sub-committee of MERC.

Yours truly,

Mark Dittenhoffer  
Manager  
Employee Relations Division, HR Ontario  
Ministry of Government Services

**PEER MENTORSHIP PROGRAM FOR COMMUNITY**

**Letter of Understanding**

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

**Re: Letter of Understanding**  
**Peer Mentorship Program for Community**

The parties agree that Peer Mentorship Committees will be established at the Ministry level for the Probation and Probation and Parole Offices in the Ministry of Community Safety and Correctional Services (MCSCS) and the Ministry of Children and Youth Services (MCYS). These committees shall be comprised of a maximum of four (4) Union members and four (4) Employer representatives, and shall function as Sub-committees of the existing Training and Development Committees.

The mandate of the committees is to develop a Peer Mentorship Program.

The parties further agree that this will be completed within nine (9) months of ratification of the Collective Agreement.

Once these guidelines have been completed the Peer Mentorship Program will be implemented through MCSCS and MCYS.

Yours truly,

Mark Dittenhoffer  
Manager  
Employee Relations Division, HR Ontario  
Ministry of Government Services

**STAFFING REALIGNMENTS AND CROSS MINISTRY TRANSFERS**

**Letter of Understanding**

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

**Re: Letter of Understanding**  
**Staffing Realignments and Cross-Ministry Transfers**

For the term of the Collective Agreement, in the event of staffing realignments (downsizing) in adult institutions, youth facilities, Probation and/or Probation and Parole, in the Ministry of Community Safety and Correctional Services and/or the Ministry of Children and Youth services, the parties agree to work together to minimize the impact on staff through cross-Ministry agreements which enable staff to move within both Ministries.

Furthermore, for the term of the Collective Agreement, MCYS Probation Officers and MCSCS Probation and Parole Officers are eligible to fill a vacancy in either ministry by way of a lateral transfer (Article 6.6.1) or a job trade (Article 10.3). For further clarity, the parties agree that Probation Officer positions in MCYS are identical to Probation and Parole Officer positions in MCSCS and any such positions shall be deemed to be within the same Ministry.

Yours truly,

Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division  
Treasury Board Secretariat

**Letter of Understanding**

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

**Re: Letter of Understanding  
Flexible Hours of Work and Telework Arrangements that Include CWW  
Schedules in Probation and Probation & Parole Offices**

Flexible hours of work arrangements are defined as when the start and/or stop times for the employee are outside of a designated core period. Telework is an alternate work arrangement in which work that is traditionally conducted in the employee's headquarters is performed at an alternate location which may include the employee's home.

Whereas the parties agree that flexible hours of work arrangements can be an effective method of assisting employees to balance work and personal responsibilities as well as achieving organizational objectives, the parties agree to the following:

- 1) Hours of work shall be arranged to best serve the convenience of the public and the achievement of operational needs.
- 2) The parties recognize that there may be instances where flexible hours of work arrangements may not be a viable method of arranging schedules to meet operational requirements. Further, the parties agree that it is critical to, at a minimum, adhere to common service standards.
- 3) Local Employee Relations Committees may enter into a review process on the feasibility of incorporating flexible hours of work arrangements in the workplace, including Compressed Work Week agreements, and telework.
- 4) Should the workplace not have a Local Employee Relations Committee, the Ministry Employee Relations Committee may review the feasibility of incorporating a flexible hours of work arrangement in the workplace.
- 5) When the Employer cancels or amends a flexible hours of work arrangement, they shall provide notice to the affected employee(s) in writing at least one (1) month prior to the cancellation or amendment.

- 6) The parties recognize that the Employer has the right to deny, alter or cancel flexible hours of work arrangements. The Employer's exercise of discretion pursuant to this letter shall not be grievable.

Yours truly,

Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division  
Treasury Board Secretariat

**LOCAL MEDIATION-ARBITRATION PROTOCOL AND  
IMPROVING & MAINTAINING LOCAL LABOUR RELATIONS**

**Letter of Understanding**

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

**Re: Letter of Understanding  
Local Mediation-Arbitration Protocol and  
Improving & Maintaining Local Labour Relations**

This will confirm the parties' joint commitment to the Memoranda of Agreement dated April 8, 2011 regarding Improving and Maintaining Local Labour Relations as well as the Local Mediation-Arbitration Protocol dated April 8, 2011. The parties agree to carry forward this commitment of improving labour relations in MCSCS and MCYS.

For clarity, MCSCS will continue to follow the above-noted agreement and protocol, and MCYS will negotiate a similar agreement and protocol within ninety (90) days of ratification of the Collective Agreement.

Yours truly,

Mark Dittenhoffer  
Manager  
Employee Relations Division, HROntario  
Ministry of Government Services

**MENTAL HEALTH TRAINING**

**Letter of Understanding**

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

**Re: Letter of Understanding  
Mental Health Training**

The parties agree to create a joint sub-committee of the MCSCS and MCYS MERCs to jointly review, make recommendations, including potential enhancements and refresher training, as necessary to the Mental Health Training Curriculum, as well as participate in the development of any new curriculum changes to Mental Health Training. The subcommittee shall meet within ninety (90) days of ratification of this Collective Agreement to develop its Terms of Reference.

The parties agree that the Employer will provide mandatory mental health training, in accordance with the Mental Health Training Curriculum, regarding the day-to-day supervision of inmates, youth, and offenders in the institutions, facilities or community, as applicable, for all employees.

The Employer recognizes the need for mental health training for employees in the day-to-day supervision of inmates, youth, and offenders. The need for this training has been identified in many Ministry reports and inquests as fundamental to the care, custody and control of inmates, youth and offenders and for service delivery.

This Letter of Understanding shall be effective as of the date of ratification and continues for the duration of the Collective Agreement.

Yours truly,

Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division  
Treasury Board Secretariat

**APPENDIX COR28**  
**Deleted May 26, 2016**

**INSTITUTIONAL/FACILITY SECURITY TEAMS**

**Letter of Understanding**

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

**Re: Letter of Understanding  
Institutional/Facility Security Teams**

The parties agree that the Institutional Security Team (IST) currently established at Toronto West Detention Centre (TWDC) has a positive impact on TWDC's security.

The Employer commits to the continuation of the TWDC's IST and will establish an IST at the Toronto South Detention Centre when it is commissioned. ISTs may be established in other Correctional Institutions in MCSCS and MCYS Facilities.

Where Field Intelligence Officers are assigned, ISTs will be established upon the direction of the Superintendent.

This agreement will be in effect for the term of the Collective Agreement.

Yours truly,

Mark Dittenhoffer  
Manager  
Employee Relations Division, HROntario  
Ministry of Government Services

**BACKFILLS IN COMMUNITY SERVICES**

**Letter of Understanding**

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

**Re: Letter of Understanding**  
**Backfills in Community Services**

A joint committee of the MCSCS and MCYS MERCs shall be established to examine the creation of a backfill pool of Ministry employees, including qualified Probation Officers, Probation and Parole Officers, Correctional Officers, Youth Services Officers, Bailiffs, and Support Staff. The committee will also examine the expansion of the area of search to include other Ministries province-wide where no qualified candidates are available from within the Ministry.

Yours truly,

Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division  
Treasury Board Secretariat

**SAFETY EQUIPMENT AND PROTECTIVE CLOTHING FOR PO AND PPO**

**Letter of Understanding**

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

**Re: Letter of Understanding  
Safety Equipment and Protective Clothing for PO and PPO**

Probation Officers and Probation and Parole Officers are often required to work in the community and in remote locations as a requirement of their jobs. The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees in accordance with Article 9.2.

Any disputes regarding Probation Officer and Probation and Parole Officer safety equipment and protective clothing shall be referred to the respective MERC for discussion and resolution.

Yours truly,

Mark Dittenhoffer  
Manager  
Employee Relations Division, HROntario  
Ministry of Government Services

**ALTERNATIVE DISCIPLINE RESOLUTION PROCESS COMMITTEE**

**Letter of Understanding**

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

**Re: Letter of Understanding**  
**Alternative Discipline Resolution Process Committee (“ADRC”)**

The parties have agreed to establish Alternative Discipline Resolution Process Committees (“ADRCs”) to review suspensions and/or dismissals after they have been imposed but prior to an appearance before the Grievance Settlement Board in the event that a grievance is referred.

Each ADRC is a sub-committee of its respective MERC and is comprised of an equal number of Union and Employer representatives from the MERCs. It is understood that time off and compensation for committee members will be dealt with in accordance with the usual practice adopted by MERC for such matters.

The parties have agreed to a Terms of Reference for the ADRCs, and any clarifications required on the ADRC Terms of Reference will be referred to the MERC for implementation.

Yours truly,

Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division  
Treasury Board Secretariat

**ADMINISTRATIVE COMPENSATING LEAVE**

**Letter of Understanding**

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

Re: Letter of Understanding  
Administrative Compensating Leave

The employer is currently engaged in modernizing facilities programs and services within the Ministry of Community Safety and Correctional Services, and the Ministry of Children and Youth Services. It is recognized that as the modernization process unfolds, working conditions, staffing needs and scheduling patterns need to evolve to match a changing work environment. The employer values the work of all of its employees and would like to maintain a highly trained and professional workforce.

In recognition of some of the current impacts from a challenging and changing workplace environment, all full time and fixed term correctional services bargaining unit employees shall be granted thirty-six hours (36) of compensating leave, pro-rata for part time, effective January 1, 2016, and on January 1, 2017. Compensating leave that is not used within a calendar year shall be treated in accordance with article COR 8.6 or article COR15.5, as applicable.

Yours truly,

Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division  
Treasury Board Secretariat

**UNIFORM POINT SYSTEM**

**Letter of Understanding**

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

**Re: Letter of Understanding  
Uniform Point System for All Correctional Officers  
AND Youth Services Officers**

This will confirm that the parties have agreed that a point system for all Correctional officers and Youth Services Officers will include the following conditions:

- (a) A credit, in the form of points (to be established) is allocated to each employee yearly on his/her established anniversary date of employment.
- (b) Employees may utilize the points by placing orders twice per year.
- (c) Employees will be able to carry-over points, to a maximum carry-over of one (1) times the officer's yearly point allocation. Points in excess of the maximum carry-over will be forfeited.
- (d) The implementation of the Uniform point system will be based on the current clothing entitlement. For the MCSCS, this will also include access to a dress uniform. This will not result in an increase in funding.

Within ninety (90) days, a sub-committee of the MCYS MERC will be established to make joint recommendations to the MERC regarding the point value for each uniform item and the yearly point allotment for employees. The MCSCS Staff Clothing Committee will make joint recommendations to the MERC regarding the point value for each uniform item and the yearly point allotment for employees.

Yours truly,

Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division  
Treasury Board Secretariat

**TRAINING AND E-LEARNING**

**Letter of Understanding**

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

**Re: Letter of Understanding  
Training and E-Learning in the MCYS Facilities and MCSCS Institutions**

Where an employee is required to complete training (e.g., e-learning / computer training) they will, where necessary and operationally feasible, be relieved of duties and may be backfilled.

Yours truly,

Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division  
Treasury Board Secretariat

**MCYS SELF DEFENCE AND CANTEEN SUB-COMMITEE**

**Letter of Understanding**

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

**Re: Letter of Understanding  
MCYS Self Defense and Canteen/Incentive Sub-Committee**

The parties agree to the establishment of a sub-committee of the Divisional H&SC for the Ministry of Children and Youth Services.

The mandate of the sub-committee will include:

1. The development of the terms of reference for the sub-committee. The committee will be comprised of three (3) Union members, including the OPSEU Divisional H&SC Co-Chair, and three (3) Employer representatives, including the Employer Divisional H&SC Co-Chair and shall be activated within ninety (90) days of ratification of this agreement.
2. The development and making of joint recommendations on training/standards for transportation, the use of escort officers and self-defense/Understanding and Managing Aggressive Behaviour (UMAB) training.
3. The Employer agrees to implement self-defense training within UMAB which will, at a minimum, ensure compliance with legislative requirements.
4. Jointly making recommendations to the Employer pertaining to Canteen and Incentive items to ensure continuity and consistency across the province.

It is understood that time off and compensation for sub-committee members will be dealt with in accordance with the usual practice adopted by Divisional H&SC for such matters.

Yours truly,

Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division  
Treasury Board Secretariat

**WORKLOAD REVIEW AND REDEPLOYMENT SUBCOMMITTEE FOR MCSCS  
PROBATION AND PAROLE**

**LETTER OF UNDERSTANDING**

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

**Re: Letter of Understanding  
Workload Review and Redeployment Subcommittee for MCSCS Probation  
and Parole**

In recognition of the ongoing workload pressures in Probation and Parole, the Employer agrees to hire 25 new Probation and Parole Officers.

The parties agree to establish a joint Workload committee, as a subcommittee of CERC, to work with the MCYS and MCSCS MERC teams in an effort to discuss workload issues in Probation and Probation Parole. It is understood that the parties will make recommendations to address Probation and Probation and Parole workload.

It is understood that each Ministry will control its own budget and staffing complement.

Those discussions shall be commenced within 60 days. It is understood that time off and compensation for sub-committee members will be dealt with in accordance with the usual practice adopted by MERC's for such matters.

Sincerely,

Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division  
Treasury Board Secretariat

**SALARY PROGRESSION FREEZE**

**LETTER OF UNDERSTANDING**

Ms. Anastasios Zafiriadis  
Senior Negotiator, Corrections Team, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

**Re: Letter of Understanding  
Salary Progression Freeze**

The parties agree that notwithstanding any other article in the Collective Agreement, all employees' salary rates as of January 1, 2016 shall be fixed at that rate and no employee shall be entitled to any salary progression from January 1, 2016 to December 31, 2017. Employees hired or appointed into positions in the OPSEU bargaining unit during the term of the Collective Agreement shall have their salary fixed at the salary rate received upon hire or appointment and shall not be entitled to any salary progression for the duration of the Collective Agreement.

Sincerely,

Michael Villeneuve  
Director, Negotiations and Security Branch  
Employee Relations Division  
Treasury Board Secretariat

**SPECIAL ADJUSTMENTS**

Special adjustments shall be as follows:

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

1. The salary rates for all steps in the Correctional Officer 1, 2, 3 class series will be increased as follows:
  - i. 3 % on January 1, 2017
2. The salary rates for all steps in the Youth Worker class series will be increased as follows:
  - i. 3% on January 1, 2017
3. The salary rates for all steps in the Probation Officer 1, 2, 3 class series will be increased as follows:
  - i. 2% on January 1, 2017
4. Effective January 1, 2017, the salary rates for all steps in the following class series will be increased by 3%:
  - Recreation Officer 1,2, 3
  - 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
  - Attendant, Oak Ridge 1, 2, 3, 4
  - Cannery Supply Officer
  - Cannery Supply Officer, Group Leader
  - City Crew Officer
  - Observation and Detention Home Worker 1, 2, 3
  - Steam Plant Engineer/ Officer
  - Supervisor of Juveniles 1, 2
  - Vocational Instructions Officer, Oak Ridge 1, 2

## CORRECTIONAL SALARY SCHEDULE SALARY RATES

### Hours of Work Schedule

#### CORRECTIONAL BARGAINING UNIT

The following Classifications apply to employees with an appointment status of regular and fixed-term:

(SA = semi-annual progression)

**All classifications that formerly received a weekend premium of \$3.00 per hour shall instead receive an hourly salary increase of \$0.85 per hour, effective January 24, 2013, as reflected below in the salary schedule:**

Hours of  
Work  
Schedule

50090	ATTENDANT 1, OAK RIDGE						4-7
	01/24/13	22.74	23.44	25.46	26.87		
	01/01/17	23.75	24.48	26.59	28.06		
50092	ATTENDANT 2, OAK RIDGE						4-7
	01/24/13	24.50	25.26	27.27	28.85	30.27	31.18
	01/01/17	25.59	26.38	28.48	30.13	31.61	32.57
50094	ATTENDANT 3, OAK RIDGE						4-7
	01/24/13	27.98	28.85	29.52	30.25	31.76	32.72
	01/01/17	29.22	30.13	30.83	31.59	33.17	34.17
50096	ATTENDANT 4, OAK RIDGE						4-7
	01/24/13	28.61	29.49	30.18	30.99	32.70	
	01/01/17	29.88	30.80	31.52	32.37	34.15	
51218	CANNERY SUPPLY OFFICER						4-7
	01/24/13	24.29	25.04	25.49	25.80	27.18	
	01/01/17	25.37	26.15	26.62	26.95	28.39	
51219	CANNERY SUPPLY OFFICER, GROUP LEADER						4-7
	01/24/13	28.86	29.75	30.15	30.91	32.65	
	01/01/17	30.14	31.07	31.49	32.28	34.10	
50553	CITY CREW OFFICER						4-7
	01/24/13	28.63	29.52	30.25	31.06	32.76	
	01/01/17	29.90	30.83	31.59	32.44	34.22	
93008	CORRECTIONAL LOCKSMITH						4-7
	01/24/13	27.44	28.29	28.98	30.52		
	01/01/17	28.66	29.55	30.27	31.88		

50561	CORRECTIONAL OFFICER 1									4 - 7
	01/24/13	24.02	24.76	26.82	28.25					
	01/01/17	25.09	25.86	28.01	29.50					
50563	CORRECTIONAL OFFICER 2									4 - 7
	01/24/13	25.81	26.61	28.69	30.28	31.73	32.64			
	01/01/17	26.96	27.79	29.96	31.63	33.14	34.09			
50565	CORRECTIONAL OFFICER 3									4 - 7
	01/24/13	29.37	30.28	30.95	31.71	33.42				
	01/01/17	30.67	31.63	32.32	33.12	34.90				
93009	GROUNDS/MAINTENANCE WORKER									4 - 7
	01/24/13	23.58	24.31	24.78	25.27	26.64				
	01/01/17	24.63	25.39	25.88	26.39	27.82				
07556	HAIRDRESSER INSTRUCTOR									4
	01/24/13	25.38	26.16	28.43	29.99	31.65				
	01/01/17	26.51	27.32	29.69	31.32	33.06				
50550	INDUSTRIAL OFFICER 1									4 - 7
	01/24/13	28.31	29.19	29.99	30.65	32.28				
	01/01/17	29.57	30.49	31.32	32.01	33.71				
50552	INDUSTRIAL OFFICER 2									4 - 7
	01/24/13	29.73	30.65	31.42	32.22	33.94				
	01/01/17	31.05	32.01	32.82	33.65	35.45				
50554	INDUSTRIAL OFFICER 3									4 - 7
	01/24/13	32.20	33.20	34.02	34.93	36.84				
	01/01/17	33.63	34.67	35.53	36.48	38.48				
09480	OBSERVATION AND DETENTION HOME WORKER 1									4 - 7
	01/24/13	20.75	21.39	23.38	24.82	26.17				
	01/01/17	21.67	22.34	24.42	25.92	27.33				
09482	OBSERVATION AND DETENTION HOME WORKER 2									4 - 7
	01/24/13	21.49	22.15	24.24	24.87	26.38	27.84			
	01/01/17	22.44	23.13	25.32	25.97	27.55	29.08			
09484	OBSERVATION AND DETENTION HOME WORKER 3									4 - 7
	01/24/13	25.10	25.88	26.55	27.32	28.03	29.58			
	01/01/17	26.21	27.03	27.73	28.53	29.28	30.89			
10170	PROBATION OFFICER 1									6
SA	01/24/13	928.60	957.32	985.63	1,016.11	1,046.74	1,079.69	1,112.65	1,146.87	1,210.23
	01/01/17	960.43	990.14	1,019.42	1,050.94	1,082.62	1,116.70	1,150.79	1,186.18	1,251.72
10172	PROBATION OFFICER 2									6
	01/24/13	1,183.16	1,219.75	1,258.58	1,298.60	1,340.99	1,385.67	1,462.23		
	01/01/17	1,223.72	1,261.56	1,301.72	1,343.12	1,386.96	1,433.17	1,512.36		
10175	PROBATION OFFICER 3									6
	01/24/13	1,301.46	1,341.71	1,384.44	1,428.47	1,475.09	1,524.22	1,608.45		

	01/01/17	1,346.07	1,387.70	1,431.90	1,477.44	1,525.66	1,576.47	1,663.59	
50540	PROVINCIAL BAILIFF 1								4-7
	01/24/13	29.66	30.58	31.33	32.14	33.87			
	01/01/17	30.98	31.94	32.72	33.57	35.37			
50541	PROVINCIAL BAILIFF 2								4-7
	01/24/13	30.39	31.33	32.14	32.90	34.66			
	01/01/17	31.74	32.72	33.57	34.36	36.20			
50492	RECREATION OFFICER 1, CORRECTIONAL SERVICES								4-7
	01/24/13	24.69	25.45	27.56	29.04	30.59			
	01/01/17	25.79	26.58	28.78	30.33	31.95			
50494	RECREATION OFFICER 2, CORRECTIONAL SERVICES								4-7
	01/24/13	26.01	26.81	28.90	30.59	32.24			
	01/01/17	27.17	28.00	30.18	31.95	33.67			
50495	RECREATION OFFICER 3, CORRECTIONAL SERVICES (BARGAINING UNIT)								4
	01/24/13	31.57	32.55	33.55	34.61	36.50			
	01/01/17	32.97	34.00	35.04	36.15	38.12			
10216	REHABILITATION OFFICER 1, CORRECTIONAL SERVICES								3-7
	01/24/13	855.82	882.29	907.56	933.23	960.87	1,012.27		
	01/01/17	893.84	921.48	947.87	974.68	1,003.55	1,057.24		
10218	REHABILITATION OFFICER 2, CORRECTIONAL SERVICES								3-7
	01/24/13	981.74	1,012.10	1,041.91	1,073.96	1,105.96	1,140.10	1,201.39	
	01/01/17	1,025.35	1,057.06	1,088.19	1,121.67	1,155.09	1,190.74	1,254.76	
40113	STEAM PLANT ENGINEER/OFFICER								4-7
	01/24/13	28.01	28.88	29.52	31.12				
	01/01/17	29.25	30.16	30.83	32.50				
50515	SUPERVISOR OF JUVENILES 1								4-7
	01/24/13	22.34	23.03	25.05	26.44				
	01/01/17	23.33	24.05	26.16	27.61				
50516	SUPERVISOR OF JUVENILES 2								4-7
	01/24/13	24.07	24.81	26.86	28.42	30.00			
	01/01/17	25.14	25.91	28.05	29.68	31.33			
07550	TRADE INSTRUCTOR 1								4-7
	01/24/13	22.63	23.33	25.32	26.86	28.34			
	01/01/17	23.64	24.37	26.44	28.05	29.60			
07552	TRADE INSTRUCTOR 2								4-7
	01/24/13	24.41	25.17	27.35	28.84	30.45			
	01/01/17	25.49	26.29	28.56	30.12	31.80			
07554	TRADE INSTRUCTOR 3								4-7
	01/24/13	31.68	32.66	33.54	34.43	36.32			
	01/01/17	33.09	34.11	35.03	35.96	37.93			

4-7

50104	VOCATIONAL INSTRUCTION OFFICER 1 , OAK RIDGE							
	01/24/13	28.18	29.05	29.82	30.50	32.19		
	01/01/17	29.43	30.34	31.14	31.85	33.62		
50106	VOCATIONAL INSTRUCTION OFFICER 2, OAK RIDGE							4 - 7
	01/24/13	29.59	30.50	31.30	32.12	33.86		
	01/01/17	30.90	31.85	32.69	33.55	35.36		
50577	YOUTH WORKER							4 - 7
	01/24/13	25.81	26.61	28.69	30.28	31.73	32.64	
	01/01/17	26.96	27.79	29.96	31.63	33.14	34.09	