



A publication of OPSEU's Correctional bargaining unit

Summary of all agreed-to items

for the Corrections Collective Agreement January 1, 2018 to December 31, 2021

On December 5, 2017, your bargaining team met with the employer to initiate issues bargaining. The union insisted that the initial stages would only deal with non-monetary issues. This strategy was taken in hopes of making the most gains in language and conditions before monetary issues bargaining minimized these issues.

Although this tactic took a great deal of time, we believe it resulted in unprecedented gains for our category.

Both the union and employer's opening statements and non-monetary demands were made public on December 8, 2017, and can be found on [OPSEU's website](#).

Below, you will find your bargaining team's explanation of all agreed-to items, which are now imbedded in our new collective agreement (CA), along with the arbitrator's decision of April 1, 2019. For ease of reference, please view the document *Agreed-to Items, Corrections Bargaining 2017-18* in conjunction with this *LockTalk*.

Agreed-to items (explanatory notes)

- Any existing appendix that is not referred to in this section will be renewed.
- The following itemized list reflects the agreed-to items document in numerical order.

In creating the new stand-alone Corrections Bargaining Unit CA, each pre-existing appendix from the current Unified and Central Agreements was reviewed for its applicability to the Corrections Division. Any redundant appendices were removed, merged or edited.

1. Appendices – (pages 1-3)

These appendices were reviewed, and the parties agreed to RENEW them as they are (housekeeping):

- (a) Central Appendices 1, 3, 5, 6, 9, 11, 12, 14, 15, 18, 21, 23, 25, 31, 37, 40, 42, 43, 44, 49, 51, 52 and 58, and Appendices COR 1, 2, 5, 8, 9, 10, 11, 12, 13, 16, 24, 25, 31, 35 and 39.
- (b) The following appendices were reviewed by the parties and deleted, as they are not relevant to the

Corrections Unit: Central Appendices 32, 57, 59, 61 and 62.

- (c) (Appendix 2 is currently under review by the parties pending resolution of the recognition and scope clauses.)
- (d) The parties negotiated changes to other appendices and are listed in the *Agreed-to* Items list.

2. Article 16 – Local and Ministry Negotiations – January 17, 2018 (pages 4-8)

A Bi-Ministry Employee Relations Committee – a joint committee made up of two union MCCSS MERC members and two union MCSCS MERC members – was created to replace the Central Employee Relations Committee (CERC). Its purpose is to have open consultation and communication of matters of interest that could not be resolved through the respective MERCs, as well as issues that directly affect both ministries. The committee meets quarterly at a minimum.

3. Article 23 and Appendix 4 – Leave – Union Activities – January 17, 2018 (pages 9-11)

The parties reviewed all CERC subcommittees in the CA. The union requested a Corrections Joint Insured Benefits Committee (JIBRC) to reflect the new corrections-only CA. However, the employer did not want a separate committee, as they believed the work could get done using the current framework.

The bargaining team finally agreed that a separate, stand-alone corrections JIBRC was not required.

As a next step, the bargaining team requested representation on this committee. The employer conceded and agreed to two correctional bargaining members: one from MCCSS and one from MCSCS. Any contentious claims, disputes and decisions that go to JIBRC ensure Corrections Unit representation for our members. Refer to Terms of Reference Appendix 4.

This is a clear gain for our correctional membership on JIBRC.

4. MOU – Transfer of Certain Unified Bargaining Unit Positions to the Corrections Bargaining Unit – January 23, 2018 (pages 12-14)

This memorandum of understanding (MOU) clarified which specific Unified classifications would be included within the Corrections CA, effective 2018. This MOU also outlines the process to move classifications between the Unified and Corrections CAs, if required in the future.

5. Health Care Positions in the Correctional Bargaining Unit – February 22, 2018 (pages 15-16)

The parties agree that if there is a transfer, change of oversight or change of governance of health care services provided by OPSEU members to another ministry, these members will remain within the Corrections Bargaining Unit CA. The employer confirms its commitment to engage the union in regard to any possible changes.

6. Article 18 – Seniority, Appendix COR29 - February 22, 2018 (pages 17-18)

The union believes that in 2015, the intent of this article, as negotiated, was to change the calculation of continuous service date (CSD) from 40/36.25 weeks only, to give credit for every hour worked. The employer challenged the intent post-bargaining by using the specific wording of “full-time FxT.”

There were, and remain, no “full-time FxT” members.

Your bargaining team negotiated this vigorously and were able to move the employer from the date of ratification back to January 1, 2018. All straight-time hours worked January 1, 2018, and forward by any FxT member will now be credited towards CSD.

This was a major gain.

7. Appendix COR 29 – January 23, 2018 (page 19)

This article was reworded to maintain the current Institutional Search Teams (ISTs) and have a more transparent process for requesting and verifying decisions regarding applications made for an IST. This will provide an enhanced application process and ensure that the MCSCS MERC will be provided with a copy of any application for an IST.

8. Classification Matters – March 22, 2018 (pages 20-21)

1(a) The existing Psychiatric Nursing Assistant 1-4 class series will be renamed Registered Practical Nurse 1-4. This

classification name change will aid future rounds of bargaining by recognizing the Registered Practical Nurse designation.

1(b) Maintenance Mechanic 1-3 will be renamed Facilities Mechanic/Facilities Technician 1-3. It was changed because this classification was not a recognized trade designation within the Ontario College of Trades. The duties were similar enough that the employer eventually agreed to the title change, without our giving up anything in exchange.

1(c) The renamed class series created by (a) and (b) above would have salary rates duplicated from their original class series. This would be the starting point for salary negotiations later in negotiations.

2(a) Public Health Nurse 3 class will be replaced with Nurse Practitioner class. The name will better reflect the duties and aid in future wage negotiations.

2(b) The new Nurse Practitioner class would have salary rates duplicated from their original class series. This would be the starting point for salary negotiations later in negotiations.

3(a) The Nurse 3 class has those nurses occupying the N3 General classification and working as a Mental Health Nurse changed to Mental Health Nurse Class. This change would recognise and help define the variance of duties and responsibilities. The members of these classes will be better recognised in future rounds of bargaining.

3(b) The new Mental Health Nurse class would have salary rates duplicated from their original class series. This would be the starting point for salary negotiations later in negotiations.

The class standards for the above will be updated.

The employer agreed to the name changes on the condition that they not be used as justification for any special financial gains in this round of bargaining. To be clear, future rounds of bargaining will not have this limitation, and your bargaining team was still successful in achieving special adjustments for all nursing classifications.

9. Bereavement Leave/Vacation Pay in Lieu – March 28, 2018 (pages 22-24)

1. The union negotiated the addition of “foster child” to all bereavement leave portions of the CA for regular, seasonal and FxT members.
2. The union negotiated an increase in vacation pay in lieu for FxT and seasonal workers of two per cent for a period of employment of five or more years. This is an increase from four per cent to six per cent for FxT members, and 5.75 per cent to six per cent for seasonal members.

The negotiation of these issues came from segments of Bill 148. No concessions were made for this agreement.

10. Leaves of Absences, Article 24A.1 – April 5, 2018 (pages 25-26)

Housekeeping for the removal of “flexible part-time” (FPT), as these positions do not exist in the Corrections Bargaining Unit. Language was also cleaned up by moving “family medical and personal leave” from articles 24.2 to 24A.2.

11. FxT Benefits/FxT Committee Membership/ FxT Seniority – April 5, 2018 (pages 27-29)

1. Article 31A7.2, FxT Benefits: This article was deleted, because it has become redundant.
2. Article 17 “FPT” was removed and “FxT” was added. This change enabled all FxT employees to be eligible to be on the Joint Consultation Committee (JCC).
3. Article 19.2, Joint Employment Stability Subcommittee (JESS): This change enabled all FxT employees to be eligible to be on the JESS.
4. COR19, FxT Accumulation of Seniority Hours: The parties negotiated clear language to ensure no FxT can accumulate more than 40/36.25 hours per week towards future CSD.

12. Ministry Committees and Subcommittees/ Rollovers – April 11, 2018 (pages 30-35)

1. **New Appendix, Ministry Subcommittees:** The employer demanded that, since a number of committees have met their mandate, they should be dissolved. The parties reviewed the committees, and an agreement was made to

dissolve three subcommittees, as they have met their mandate: COR29 IST, COR10 Surveillance and COR21-Transportation.

The team negotiated MERC oversight committees for each ministry to address any arising issues. The intended purpose of the oversight committees is to review all committees and subcommittees and issues arising. This will enhance all subcommittee work, as it will improve reporting structures and remove redundancy and overlap.

2. MCYS (MCCSS) Offender Transportation:

The parties have agreed to discuss and review future models of service delivery options, including the union's proposal to take over responsibility for all court escorts.

3. MCSCS Offender Transportation:

The parties have agreed to discuss and review future models of service delivery options, including the union's proposal to take over responsibility for all court escorts.

4. New letter of understanding: FxT Rollovers of Non-CO/YSO/PO/PPO members.

This is a huge gain for all FxT members, who did not have a rollover agreement to fill vacant full-time positions.

Seniority will be the deciding factor when filling vacancies by rollover. The formal process to replace conversion with rollover will be negotiated by the respective MERCs.

The employer wanted to limit the number of positions that would have equal access to filling vacancies. The team was committed to having a fair and equal process for filling vacancies for all classifications. We stuck to our position and achieved success.

This process, which is much more transparent and equitable for filling vacancies, is a big gain.

13. Articles 39A.9 and 32.19.3 – April 12, 2018 (pages 36-37)

FxT/seasonal workers/pregnancy parental leave: New language was added to FxT and seasonal workers' parental leave. This allows FxT and seasonal employees to an additional six weeks without pay, while continuing to accumulate credits.

14. FxT Transfer of Contract List – April 12, 2018 (pages 38-40)

A new appendix was created to deal with those fixed-term COs and YSOs who wish to have their contract transferred to another worksite. The matter was addressed by way of negotiating a move towards a fair, equitable and transparent process across the province.

This also allows the union to be part of the process/discussion, where its involvement in past FxT contract transfers has been minimal. This list is a step forward and can be built on in future rounds of bargaining.

**15. Right to Representation – April 19, 2018
(pages 41-42)**

The union endeavoured to increase time for members to find union representation. If no union representative is able to attend, a meeting may be rescheduled within 48 hours, thereby increasing the ability of the union member to find a representative. This is a modest improvement but leads to further improvements.

**16. Classification System – April 19, 2018
(Page 43)**

Appendix 34 of the previous collective agreement was renewed to help the MERCs and future bargaining teams work towards resolution of classification issues.

**17. Provincial Overtime Protocol/
Compensating Time Off (CTO) – April 19,
2018 (pages 44-46)**

The parties negotiated to reinstate/continue CTO entitlements. To achieve CTO past its 2017 expiry, the union agreed to lower the five-minute wait to a three-minute wait within the provincial overtime policy. As well, any overtime opportunities offered four hours or less in advance of the opportunity had the wait period eliminated.

- Affected members will be entitled to bank up to 60 hours of CTO, per the current CA. This entitlement does not have an expiry date.
- As of the CA award of April 1, 2019, an additional 40 hours can be accrued (100 hours total) until the expiry of this CA. This benefit is in the form of a letter

outside of the collective agreement expiring December 31, 2021.

The employer disclosed to the bargaining team in writing that the CTO entitlements, which were dated and set to expire at the end of 2017 would end as per the expiring CA. In December 2017, the employer attempted to introduce CTO discussions but tied these discussions to many concessions, including the redefinition of overtime. The employer also threatened to send a memo to the membership ending CTO.

The employer demanded ZERO wait time when trying to distribute overtime. They wanted to leave a message and then keep going, without waiting anytime to see if the staff member would call back and accept the shift.

The employer remained firm on this. However, we were able to have them agree to a three-minute wait, replacing the five-minute wait in current practice. Additionally, if a shift commences within four hours of the call and message, the three-minute waiting requirement may be bypassed.

HOT hours will now be accumulated for six months, instead of the current four months.

We engaged in tough discussions over a great length of time. Ultimately, we pushed the employer from their position to secure CTO for our members. This is a gain for our members, as CTO is now entrenched in the CA (at 60 hours). The framework is now set for future rounds of bargaining to increase the cap.

17. Letter of Understanding: Provincial Overtime Protocol – April 19, 2018 (pages 47-48)

“...even if part of the shift becomes overtime” was removed to ensure overtime is distributed properly and equitably. Fixed-term resources get maximized and fixed-term members have a better opportunity to work 40 hours in a week and maximize the related credits earned. This prevents “pre-scheduled” overtime for fixed-terms. With this change, overtime must be offered to eligible full-time members first.

This is effective the date of the decision, April 1, 2019. This is a gain for full-time members.

Appendix B to Agreed Issue 17 – April 25, 2018 (pages 49-51)

This letter of understanding gives the extra 40 hours referred to in number 17 (CTO) above.

18. Renewal of Appendices – April 27, 2018 (pages 52-53)

Renewed all appendices, as noted, including corrections appendices.

Deleted Appendices 24, 29 and 54, and Corrections 21 and Corrections 38, as they all had expiry dates with the last contract.

19. Grievance Procedure – May 3, 2018 (pages 54-70)

The parties moved discussion of Classification Grievances to the Bi-Ministry-Employee Relations Committee (BMERC).

- i.** Appendix 7, Classification Subcommittee, was deleted, as BMERC now deals with these issues.
- ii.** Appendix 8, Joint System Subcommittee (JSSC)/Articles 22.12, was deleted, as BMERC now deals with these issues.
- iii.** MOA Corporate Internship Program:
– The parties recognised the change of oversight from the Ministry of Government and Consumer Services to Treasury Board Secretariat and placed a cap of 20 per cent on the 150 interns who could be part of Corrections.
- iv.** Appendix 34, Classification System, was renewed for historical purposes.
- v.** Appendix 38, Information and Information Technology, was renewed.
- vi.** Appendix 39, Mass Central Recruitment, was a housekeeping revision.
- vii.** Appendix 53, CERC File Review, was renamed as BMERC File Review.
- viii.** Appendix 60, Preferred Pharmacy Networks: The parties agree to delete this appendix.
- ix.** Appendix 63, Administrative Changes to Insured Benefits Plan, was renewed for historical purposes.
- x.** Appendix COR17, Investigations, was housekeeping to align with new legislation.
- xi.** Appendix COR 21, Offender Transportation, was deleted.

- xii.** Appendix 50, Job Trades, underwent housekeeping edits.
- xiii.** Appendix COR37 was renewed for historical purposes.
- xiv.** Appendix COR3, Probation Officer Allowance, was renewed.
- xv.** Appendix COR4, MERC Terms of Reference: The parties renewed and added a fifth union member.
- xvi.** Appendix COR20, Provincial Health and Safety, was renewed.
- xvii.** Appendix COR33, Administrative Compensating Leave (ACL), was renewed for historical purposes only. ACL was dismissed by the arbitrator.

ARTICLES 39 and 67: Mandatory Catastrophic Drug Coverage/Optional Out of Country Medical Coverage – (page 69)

This coverage is now added to these articles, including regular part-time (RPT) and FxT members. For clarity, RPT and FxT members must be enrolled in the benefits plan for catastrophic drug coverage to be applicable.

20. Pregnancy and Parental Leave – May 3, 2018 (page 71)

Issues surrounding Bill 148 and the *Employment Standards Act* have been moved to the Multi-Bargaining Agent Table (MBA) for discussion and resolution.

21. Appendix 4, Joint Insurance Benefits Review Committee (JIBRC) – May 3, 2018 (pages 72-74)

Each ministry will have a seat on the existing JIBRC, as selected by the respective MERCs.

22. Overarching Agreement – May 3, 2018 (page 75)

(Housekeeping) This allows for any unaddressed items in the CA to remain as they currently exist. However, they can still be addressed after bargaining through the appropriate committees.

23. General Notes and Allowances – May 3, 2018 (pages 76-78)

(Housekeeping) This enables moving existing language from the Central Unified CA to the Correctional Bargaining Unit CA without any modifications.

24. MOA Article 4, MCSCS MERC – March 11, 2019 (pages 79-80)

This memorandum of agreement (MOA) recognises a fifth MCSCS MERC member, who will be elected from any of the classifications identified in the MOA of January 23, 2018. (See item 4 above and pages 12-14 of the *Agreed-to items, Corrections Bargaining 2017-18* document for the list of Classifications.)

There will be one more *LockTalk* that will include an explanation of what occurred during arbitration, as well as copies of both the union and employer briefs to the arbitrator.

There will be an All Presidents/RERC chairs meeting scheduled as soon as possible to discuss the new CA. If you have any questions or concerns, please contact your local president or RERC chairs.

In solidarity,
Your Corrections Bargaining Team

Bargaining team members

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LockTalk is authorized for distribution by:

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A handwritten signature in black ink, appearing to read "Warren Thomas".

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Email communication

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