

**Employer Proposals  
For  
Amendment of the  
Correctional Collective Agreement (expiring December 31, 2008)  
Between  
The Crown in Right of Ontario as Represented  
By  
Management Board of Cabinet  
And  
The Ontario Public Service Employees Union (OPSEU)**

This document contains items requested by the Crown in Right of Ontario as represented by Management Board of Cabinet in collective agreement negotiations with the Ontario Public Service Employees Union (OPSEU).

We provide a short description of the employer's intention followed by the specific language of the proposal.

These items are submitted without prejudice to any future proposed amendments or additions, and subject to any errors or omissions.

The employer reserves the right to introduce new proposals, amend or withdraw its proposals or to introduce counter-proposals to the Union's proposals during negotiations.

## ARTICLE COR 6 Shift Premium

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### General Intention:

- *Change the weekend shift premium from \$3.00 to \$1.50. The cost containment arising from such a change would be redirected to the total compensation package.*

### Specific Language:

#### Amend:

#### **ARTICLE COR6 - SHIFT PREMIUM**

- 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.
- COR6.1.3            Effective ~~June 24, 2005~~ **(insert date of ratification)**, a premium of ~~three dollars (\$3.00)~~ **one dollar and fifty cents (\$1.50)** per hour shall be paid for all hours that commence on or after seven o'clock p.m. Friday, and end on or before seven o'clock a.m., Monday.
- 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 COR 8 Overtime

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### General Intention:

- *Require an employee to work all their scheduled shifts in the week to be eligible for overtime.* The cost containment arising from such a change would be redirected to the total compensation package.

### Specific Language:

Amend:

#### **ARTICLE COR 8 - 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        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, **provided that the employee worked all of their scheduled shifts in that week. For clarity, for the purposes of this article, a week is defined as Monday through Sunday.**
- 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.