



First report on bargaining

Negotiations 2014

INTRODUCTION

We have been in the negotiation process since July 3rd, 2014, when we exchanged negotiation demands. Since then, we have met with Treasury Board Secretariat (TBS) 6 times and with CSC, 11 times¹. For the most part, negotiations with TBS have been frustrating exercises. In order to understand why, it is useful to remember that, before bringing all its bargaining units into premature negotiations², the government of the day decided that it would impose a new semi-privatized sick leave management system on all its employees, come hell or high water. This, now defeated, government mandated all its TBS negotiators to seek nothing but concessions from Public Service union bargaining teams. On the monetary front, TBS tabled mediocre offers, well below cost of living increases, accompanied by direct threats to deny retroactive pay adjustments to any union who didn't cave to its regressive demands immediately.

UCCO-SACC-CSN does not get bullied at the negotiation table. UCCO-SACC-CSN members stood

out as pillars of strength through these difficult times. For once, all other Federal Public Service unions toiled in solidarity with us on our common objective to reject the government's anti-union agenda. We can look back proudly at what we have collectively accomplished. As a result of all the work done by this country's more progressive forces, the mandates will now be given by a different government. How this government will conduct itself remains to be seen. So far, it has stated that it intends to negotiate in good faith with its employees' union representatives.

Today you will receive a report on the state of negotiations, mostly under the previous administration. The report indicates the areas of negotiation where there has been agreement, progress, or disagreement. UCCO-SACC-CSN's negotiation team succeeded in holding its ground against the TBS intransigence. However, very little real progress was made with the employer, since it takes two to tango at bargaining. You will therefore note that most of our demands directed at TBS remain to be negotiated.

The report highlights the sections of our negotiations that are with CSC, with whom we continue to negotiate since January 27th, 2015. The shadow of the government's tight-fisted policies has not been conducive to solutions to the problems that we brought to the table with CSC either. Discussions with CSC have generally been more reasonable though, and we have managed to make some progress on a variety of thorny issues.

We hope that you will find the report informative and that it will also serve to remind each of us of what we are fighting for. We do not yet know what mandate the new government will give its negotiators³. We do know that UCCO-SACC-CSN will be ready to negotiate in good faith when TBS receives its new mandate. With the support that each of you bring to the team through your solidarity, we know that, once again, we will succeed in negotiating the best possible collective agreement for correctional officers.

¹ Negotiations Dates: Two-tier (September 25th, 2015, October 27-28th, 2015, December 1st, 2015, January 7th 2016), Global Agreement (January 27-28, 2015, March 31st, 2015, May 11-12th, 2015, July 28-29, 2015, October 7th, 2015, October 27th, 2015, January 6th 2016) and TBS negotiations (July 3rd,

2014, October 15-16th, 2014, November 25-26-27th, 2014, January 27- 28, 2015, July 14-15-16, 2015, October 20-21-22, 2015).

² TBS initiated the negotiation process 3 months after signing the collective agreement.

³ The TBS negotiator for our bargaining unit will be a different person next time we head to the table. That person had not been designated at the time of printing.

CURRENT COLLECTIVE AGREEMENT	PROPOSED AMENDMENT	NOTES
<p>  Secrétariat du Conseil du Trésor / Treasury Board of Canada du Canada / Secretariat </p> <p> Agreement between the treasury Board and the Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada - CSN </p> <p>Group: Correctional Services</p> <p>CODE : 601 Expiry Date: May 31st, 2014</p> <p>   </p>	<p>  Secrétariat du Conseil du Trésor / Treasury Board of Canada du Canada / Secretariat </p> <p> Agreement between the treasury Board and the Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada - CSN </p> <p>Group: Correctional Services</p> <p>CODE : 601 Duration of the collective agreement: June 1st 2014 to May 31st, 2017</p> <p>   </p>	<p>NEGOTIATION HIGHLIGHTS:</p> <ul style="list-style-type: none"> • Demands from members collected at General Assemblies across Canada from May 5th to 21st 2014 • Demands finalized at June 2014 national executive; • July 3 2014 - Exchange of proposals with TBS; • Followed by 15 distinct negotiation sessions; • As per the norm, we agreed with TBS to discuss normative clauses before those with monetary impacts. With CSC, we did not make that distinction.

CURRENT COLLECTIVE AGREEMENT	PROPOSED AMENDMENT	NOTES
ARTICLE 2: INTERPRETATION AND DEFINITIONS		
<p>[...] (n) “overtime” means (heures supplémentaires): (i) in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work;</p> <p>[...]</p>	<p>[...] (n) “overtime” means (heures supplémentaires): (i) in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work <u>and any hours worked continuously once an employee has worked overtime;</u></p> <p>[...]</p>	<p>On occasion, members are required to remain at work for so long that they are back on their regular shift. The CSC paid overtime for those whose examples we raised in argument, but the employer has not accepted to modify the text for the future. We have modified this proposal by a counter-proposal at 21.12.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
ARTICLE 7: RECOGNITION		
	<p>[...] <u>7.02 Any person who does not belong to the bargaining unit covered by the present collective agreement shall not perform any work normally performed by employees covered by the present collective agreement.</u></p>	<p>The employer has not shown any openness on this basic demand to protect our jobs, our working conditions and public safety.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
ARTICLE 17: DISCIPLINE		
<p>[...] 17.03 At any administrative inquiry, hearing or investigation conducted by the Employer, where the actions of an employee may have had a bearing on the events or circumstances leading thereto, and the employee is required to appear at the administrative inquiry, hearing or investigation being conducted, he or she may be accompanied by an employee representative. The unavailability of the representative will not delay the inquiry, hearing or investigation more than forty-eight (48) hours from the time of notification to the employee.</p> <p>[...]</p> <p>17.07 Subject to the <i>Access to Information and Privacy Act</i>, the Employer shall provide the employee access to the information used during the disciplinary investigation.</p> <p>17.07 Subject to the <i>Access to Information and Privacy Act</i>, the Employer shall provide the employee access to the information used during the disciplinary investigation.</p>	<p>[...] 17.03 At any administrative inquiry, hearing or investigation conducted by the Employer, where the actions of an employee may have had a bearing on the events or circumstances leading thereto, and the employee is required to appear at the administrative inquiry, hearing or investigation being conducted, he or she may be accompanied by an employee representative <u>designated by the Union</u>. The unavailability of the representative will not delay the inquiry, hearing or investigation more than forty-eight (48) hours from the time of notification to the employee.</p> <p>[...]</p> <p>17.07 Subject to the <i>Access to Information and Privacy Acts</i>, the Employer shall provide the employee access to <u>all</u> the information used during the disciplinary <u>or administrative</u> investigation, <u>promptly and prior to the disciplinary hearing</u>.</p> <p><u>17.08</u> Subject to the <i>Access to Information and Privacy Acts</i>, the Employer shall provide the employee access to <u>all</u> the <u>relevant</u> information <u>in its possession, promptly and at least forty-eight (48) hours prior to the administrative inquiry, hearing or investigation.</u> used during the disciplinary</p>	<p>This demand is to make it clear that it is not the employer’s role to choose a member’s union representative during an investigation. The role is squarely in the union’s purview. There has been no opening from the employer on this demand.</p> <p>Throughout articles 17 and 20, we ask for complete and timely disclosure of evidence. We are studying a project for audio and video evidence that would meet part of the objectives that we’ve set in our demands. We are hopeful that we’ll be in a position to conclude a settlement on these matters soon.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>17.08 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.</p> <p>17.09 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.</p>	<p>investigation.</p> <p>17.09 17.08The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.</p> <p>17.10 17.09Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after one (1) year has two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.</p> <p><u>17.11 Administrative and disciplinary inquiries, hearings or investigations may only be conducted by someone who is not directly involved in the events under review.</u></p>	<p>The Union has analyzed several collective agreement articles with respect to the duration of disciplinary records. Based on the results of our analysis, we have asked the employer to consider a sliding scale, whereby a minor offense would be removed from the record sooner than a serious offense. We expect to resume that discussion with the new TBS negotiator.</p> <p>The employer has not shown openness on this proposal.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
ARTICLE 18 : HEALTH AND SAFETY		
<p>18.01 The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Union, and the parties undertake to consult with a</p>	<p>18.01 The Employer shall make reasonable provisions for the occupational safety and health health and safety of employees. The Employer will welcome suggestions on the subject from the Union,</p>	<p style="text-align: center;">Settled</p> <p>The new article more accurately reflects the broad health and safety responsibilities of the employer.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.	and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury <u>or illness.</u>	

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
ARTICLE 19 : JOINT CONSULTATION		
<p>19.05 Uniform Committee</p> <p>(a) The Employer and the Union shall maintain a national committee regarding uniforms, footwear and the utility belt. Excluded shall be security equipment.</p> <p>(b) The committee shall be composed of two (2) Union representatives and two (2) Employer representatives.</p> <p>(c) The committee shall meet twice a year for a maximum of two (2) days each time.</p> <p>(d) The committee’s mandate shall notably be:</p> <p>(i) to consult, discuss and recommend correctional officers’ needs regarding uniforms, footwear and the utility belt, taking into account the gender-specific needs of female correctional officers.</p> <p>(ii) to receive complaints and make any recommendations it deems appropriate to the</p>	<p><i>(same text appeared at article 43.04)</i></p> <p>19.05 Uniform Committee</p> <p>(a) The Employer and the Union shall maintain a national committee regarding uniforms, footwear and the utility belt. Excluded shall be security equipment.</p> <p>(b) The committee shall be composed of two (2) Union representatives and two (2) Employer representatives.</p> <p>(c) The committee shall meet twice a year for a maximum of two (2) days each time.</p> <p>(d) The committee’s mandate shall notably be:</p> <p>(i) to consult, discuss and recommend correctional officers’ needs regarding uniforms, footwear and the utility belt, taking into account the gender-specific needs of female correctional officers.</p> <p>(ii) to receive complaints and make any recommendations it deems appropriate to the</p>	<p style="text-align: center;">Settled</p> <p>We simply agreed to move this existing article to a more logical section of the collective agreement.</p>

<p>Executive Committee of the Correctional Service of Canada (CSC). (iii) to recommend the allowances that are necessary and sufficient to look after and replace the items enumerated in sub-paragraph (i).</p>	<p>Executive Committee of the Correctional Service of Canada (CSC). (iii) to recommend the allowances that are necessary and sufficient to look after and replace the items enumerated in sub-paragraph (i).</p>	
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CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
ARTICLE 20: GRIEVANCES		
<p>[...] 20.12 The Employer shall normally reply to an individual or group grievance, at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the grievor, the grievance may be referred to the next higher level in the grievance procedure within ten (10) days after that decision or settlement has been conveyed to him or her in writing.</p>	<p>[...] <i>Individual Grievances</i> <u>20.07 On written request by the employee or the union, the Employer shall provide, within thirty (30) days, all elements of evidence that it intends to submit at adjudication as well as all evidence that is in its possession and is relevant to the case.</u></p> <p><i>Renumbering, not deletion of articles</i> [...] 20.12 The Employer shall normally reply to an individual or group grievance, at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the grievor, the grievance may be referred to the next higher level in the grievance procedure within <u>twenty (20)</u> ten (10) days after <u>the presentation of the grievance at that level.</u> that decision or settlement</p>	<p>Throughout article 20, the union’s proposals seek to simplify a complicated grievance process. The existing process is confusing and has resulted in several files being withdrawn due to unintentionally missed timeframes. The employer, who is not held to the same constraints, has not responded yet.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>20.13 If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the grievor may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.</p> <p>[...]</p>	<p>has been conveyed to him or her in writing</p> <p>20.13 If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the <u>grievance is considered submitted</u> grievor may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.</p> <p>[...]</p> <p><i>Group Grievances</i></p> <p><u>20.29 On written request by the union, the Employer shall provide, within thirty (30) days, all elements of evidence that it intends to submit at adjudication as well as all evidence that is in its possession and is relevant to the case.</u></p> <p><i>Renumbering, not deletion of articles</i></p> <p>[...]</p> <p><i>Policy Grievances</i></p> <p><u>20.36 On written request by the union, the Employer shall provide, within thirty (30) days, all elements of evidence that it intends to submit at adjudication as well as all evidence that is in its possession and is relevant to the case.</u></p> <p><i>Renumbering, not deletion of articles [...]</i></p>	<p>These 2 proposals are along the same lines as those seen at article 17: to receive all evidence in a timely manner. The project we are currently examining would make sharing of relevant audio and video evidence automatic. Though not as broad as the union demand, an agreement on the project will be a step in the right direction if we land on the details.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
ARTICLE 21: HOURS OF WORK AND OVERTIME		
<p>[...] 21.03 (a) Shift schedules shall be posted at least fourteen (14) calendar days in advance of the starting date of the new schedule in order to provide an employee with reasonable notice as to the shift he or she will be working. The shift as indicated in this schedule shall be the employee’s regularly scheduled shift.</p> <p>[...]</p> <p>(d) An employee whose regularly scheduled shift is changed, pursuant to subparagraph 21.02(b)(ii), without forty-eight (48) hours prior notice shall be compensated at the rate of time and three-quarters (1 ¾) for the first (1st) full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight-time.</p> <p>[...]</p> <p>21.05 (a) Provided sufficient advance notice is given and with the approval of the Employer, employees may</p>	<p>[...] 21.03⁴ (a) Except in cases of mutual agreement with the union, sShift schedules shall be posted at least twenty-eight (28) fourteen (14) calendar days in advance of the starting date of the new schedule in order to provide an employee with reasonable notice as to the shift he or she will be working. The shift as indicated in this schedule shall be the employee’s regularly scheduled shift.</p> <p>[...]</p> <p>(d) An employee whose regularly scheduled shift is changed, pursuant to subparagraph 21.02(b)(ii), without seven (7) days forty-eight (48) hours prior notice shall be compensated at the rate of time and three-quarters (1 ¾) for the first (1st) full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight-time.</p> <p>[...]</p> <p>21.05⁵ (a) Provided sufficient advance notice is given and with the approval of the Employer, employees may</p>	<p>We have agreement on this article with CSC. As the agreement stems from two-tier negotiations, TBS must also agree, which has not yet occurred. We agreed to correct the French version of the last sentence to correspond to the English version.</p> <p>This demand, and several other <i>hours of work</i> demands, were tabled in October, pending a report by a joint union-management committee. The committee was given the mandate to explore self-scheduling options as possible solutions to some of our scheduling issues. The committee will visit workplaces where self-scheduling has been implemented with a view to learning from the experiences. The members of the committee will talk to Unions, members and management of these worksites in order to gather multiple perspectives on existing systems.</p>

⁴ Two-tier negotiation

⁵ Two-tier negotiation

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>exchange shifts if there is no increase in cost to the Employer. [...]</p> <p><i>21.08</i> [...] Day Shift - 10:30 - 13:30 hours (10:30 a.m. to 1:30 p.m.) Evening Shift - 16:30 - 19:30 hours (4:30 p.m. to 7:30 p.m.) Night Shift - 02:30 - 05:30 hours (2:30 a.m. to 5:30 a.m.) [...]</p> <p><i>21.10 Assignment of Overtime Work</i> [...] (a) to allocate overtime work on an equitable basis among readily available qualified employees, [...]</p> <p><i>21.14 Compensation in cash or Leave with Pay</i> [...] (c) Compensatory leave with pay not used by the end</p>	<p>exchange shifts if there is no increase in cost to the Employer. [...]</p> <p><i>21.08⁶</i> [...] Day Shift - 11:0010:30 - 13:30 hours (11:0010:30 a.m. to 1:30 p.m.) Evening Shift - 17:0016:30 - 19:0019:30 hours (5:004:30 p.m. to 7:007:30 p.m.) Night Shift - 02:30 - 05:30 hours (2:30 a.m. to 5:30 a.m.) [...]</p> <p><i>21.10 Assignment of Overtime Work⁷</i> [...] (a) to allocate overtime work on an equitable the basis <u>of the fewest hours worked and offered during the fiscal year</u> among readily available qualified employees, [...] <u>(d) A person designated by the local union has access to SDS.</u> [...]</p> <p><i>21.14 Compensation in cash or Leave with Pay</i> [...] (c) Compensatory leave with pay not used by the end</p>	<p>Demands at 21.05 and 21.08 are tabled pending the self-scheduling committee results.</p> <p style="text-align: center;">Status quo.</p> <p>We have agreed to define the method of equitable assignment of overtime in the Global Agreement.</p>

⁶ Two-tier negotiation

⁷ Two-tier negotiation

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee’s hourly rate of pay, as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.</p> <p>(d) At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.</p> <p>[...]</p> <p><i>21.15 Overtime meal allowance</i></p> <p>(a) An employee who works three (3) or more hours of overtime immediately before or following the scheduled hours of work shall be reimbursed expenses for one (1) meal in the amount of ten dollars (\$10.00), except where a free meal is provided.</p> <p>(b) When an employee works overtime continuously beyond the period provided in paragraph (a) above, he or she shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10.00) for each</p>	<p>of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee’s hourly rate of pay, at the rate the leave was earned, as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.</p> <p>(d) At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, at the rate the leave was earned, once per fiscal year, as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period. [...]</p> <p><i>21.15 Overtime meal allowance</i></p> <p>(a) An employee who works three (3) or more hours of overtime immediately before or following the scheduled hours of work shall be reimbursed expenses for one (1) meal in the amount of twenty-five ten dollars (\$2510.00), except where a free meal is provided.</p> <p>(b) When an employee works overtime continuously beyond the period provided in paragraph (a) above, he or she shall be reimbursed for one (1) additional meal in the amount of twenty-five ten dollars</p>	<p>According to the employer, its systems are not capable of tracking the rate at which leave was earned.</p> <p>We have made proposals for all meal breaks and allowances to be the same no matter what the situation.</p> <p>At two-tier, CSC counter-proposed 12\$ for the overtime meal allowance, subject to TBS approval. We are still discussing the breaks.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>four (4) hour period of overtime worked thereafter, except where a free meal is provided.</p> <p>(c) Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to his or her place of work.</p>	<p>(\$2510.00) for each four (4) hour period of overtime worked thereafter, except where a free meal is provided.</p> <p><u>(c) Except as may be required in a penitentiary emergency, the Employer shall:</u> Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to his or her place of work.</p> <p><u>i. grant a correctional officer a paid thirty (30) minute period away from his work post to have a meal within the reserve, for every complete eight (8) hour period,</u> <u>and</u></p> <p><u>ii. notwithstanding paragraph (a) above, a correctional officer may exceptionally be required to eat his or her meal at their work post when the nature of the duties makes it necessary.</u></p> <p><u>(d) Notwithstanding paragraph (c) above, in situations governed by paragraphs (a) and (b) above, the employer shall grant a thirty (30) minute meal break corresponding to each meal or meal expense entitlement.</u></p> <p><u>(e) In the event that the Employer is unable to grant</u></p>	

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>(d) When an employee is on travel status, meal and lodging allowances shall be those provided by the National Joint Council Travel Directive.</p>	<p><u>an employee’s meal breaks, in lieu thereof the employee shall receive an additional one half (½) hour of compensation at time and three-quarters (1 ¾) for each meal break entitlement.</u></p> <p>(f)(d) When an employee is on travel status, meal and lodging allowances shall be those provided by the National Joint Council Travel Directive.</p>	

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
ARTICLE 24: CALL BACK PAY		
<p>Effective January 1, 2014, all references and entitlements related to Designated Paid Holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement. [...]</p>	<p>Effective January 1, 2014, all references and entitlements related to Designated Paid Holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement. [...]</p>	<p>Linked to our demand to have all officers entitled to lieu hours, which we will discuss further.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
ARTICLE 25: SHIFT PREMIUMS		
<p><i>25.01 Shift Premium</i> An employee working on shifts will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between 3:00 p.m. and 7:00 a.m. The shift premium will not be paid for hours worked between 7:00 a.m. and 3:00 p.m.</p> <p><i>25.02 Weekend Premium</i></p>	<p><i>25.01 Shift Premium</i> An employee working on shifts will receive a shift premium of two dollars <u>twenty-five cents (\$2.25)</u> (\$2.00) per hour for all hours worked, including overtime hours, between 3:00 p.m. and 7:00 a.m. The shift premium will not be paid for hours worked between 7:00 a.m. and 3:00 p.m.</p> <p><i>25.02 Weekend Premium</i></p>	<p>We have presented, but not discussed this monetary demand.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>An employee working on shifts during a weekend will receive an additional premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.</p>	<p>An employee working on shifts during a weekend will receive an additional premium of two dollars twenty-five cents (\$2.25) (\$2.00) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.</p>	

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
ARTICLE 26: DESIGNATED PAID HOLIDAYS		
<p>Effective January 1, 2014, all references and entitlements related to Designated Paid Holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement. [...] 26.02 An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 14, Leave With or Without Pay For Union Business. 26.03 When a day designated as a holiday under clause 26.01 coincides with an employee’s day of rest, the holiday shall be moved to the first (1st) scheduled working day following the employee’s day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave</p>	<p>Effective January 1, 2014, all references and entitlements related to Designated Paid Holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement. [...] 26.02 An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 14, Leave With or Without Pay For Union Business. 26.03 When a day designated as a holiday under clause 26.01 coincides with an employee’s day of rest, the holiday shall be moved to the first (1st) scheduled working day following the employee’s day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave</p>	<p>Our demand to have day workers and part-time officers granted lieu time is also monetary and has not been discussed at length. The proposal to relocate this article 34 text to article 26 is also linked to our demand to have all officers receive lieu time.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>with pay, that day shall count as a holiday and not as a day of leave.</p> <p>When two (2) days designated as holidays under clause 26.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.</p> <p>26.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 26.03:</p> <p>(a) work performed by an employee on the day from which the holiday was moved shall be considered as worked performed on a day of rest, and</p> <p>(b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.</p> <p>26.05</p> <p>(a) When an employee works on a holiday, he or she shall be paid time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work as specified in Article 21 of this collective agreement and double (2) time thereafter, in addition</p>	<p>with pay, that day shall count as a holiday and not as a day of leave.</p> <p>When two (2) days designated as holidays under clause 26.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.</p> <p>26.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 26.03:</p> <p>(a) work performed by an employee on the day from which the holiday was moved shall be considered as worked performed on a day of rest, and</p> <p>(b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.</p> <p>26.05</p> <p>(a) When an employee works on a holiday, he or she shall be paid time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work as specified in Article 21 of this collective agreement and double (2) time thereafter, in addition</p>	

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>to the pay that the employee would have been granted had he or she not worked on the holiday.</p> <p>(b) The pay that the employee would have been granted had he or she not worked on a designated paid holiday is eight (8) hours remunerated at straight-time.</p> <p>26.06 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:</p> <p>(a) compensation in accordance with the provisions of clause 26.05;</p> <p>or</p> <p>(b) three (3) hours pay at the applicable overtime rate of pay.</p> <p>26.07 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee’s normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.</p> <p>26.08 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.</p>	<p>to the pay that the employee would have been granted had he or she not worked on the holiday.</p> <p>(b) The pay that the employee would have been granted had he or she not worked on a designated paid holiday is eight (8) hours remunerated at straight-time.</p> <p>26.06 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:</p> <p>(a) compensation in accordance with the provisions of clause 26.05;</p> <p>or</p> <p>(b) three (3) hours pay at the applicable overtime rate of pay.</p> <p>26.07 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee’s normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.</p> <p>26.08 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave. [...]</p> <p><u>26.02 Lieu Hours in Lieu of Designated Paid Holidays</u></p> <p><u>(a) An employee is entitled to lieu hours and is not</u></p>	

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
	<p><u>entitled to designated paid holidays. This employee shall instead earn lieu hours at the rate of eight decimal five (8.5) hours per designated paid holiday as defined in clause 26.01. An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated paid holiday is not entitled to eight decimal five (8.5) lieu hours for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 14, Leave With or Without Pay For Union Business.</u></p> <p><u>(b) On January 1st of each year an employee shall receive an advance of credits equivalent to the anticipated credits that may be earned for the calendar year in the amount of ninety-three decimal five (93.5) hours in lieu (“lieu hours”) of designated paid holidays. In the event that an additional national holiday is proclaimed as per paragraph 26.01 (l), this amount shall be increased by eight decimal five (8.5) hours;</u></p> <p><u>(c) An employee whose hours of work are scheduled after January 1st shall receive an advance of credits of hours in lieu (“lieu hours”) of designated paid holiday credits equivalent to the remaining number of designated paid</u></p>	

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<p>26.09 The Employer will as much as possible, not schedule an employee to work both December 25 and January 1 in the same holiday season without his or her consent. In order to achieve this goal, the Employer shall transmit to the Local Union, prior to November 15 every year, the work schedule covering the period mentioned above. If difficulties should arise with regard to achieving the goals</p>	<p><u>holidays that may be earned in the remainder of the calendar year multiplied by eight decimal five (8.5):</u></p> <p><u>(d) Subject to operational requirements, the Employer shall make every reasonable effort to grant lieu hours at times desired by the employee provided the employee provides forty-eight (48) hours advance notice;</u></p> <p><u>(e) An employee’s remaining lieu hours on December 31st, or on the date of termination of employment, shall be paid at one decimal five (1.5) multiplied by the employee’s straight-time hourly rate of pay of the substantive position on December 31st;</u></p> <p><u>(f) Any unearned lieu hours used or paid under the provisions of this clause shall be subject to recovery.</u></p> <p>26.0326.09 The Employer will as much as possible, not schedule an employee to work both December 25 and January 1 in the same holiday season without his or her consent. In order to achieve this goal, the Employer shall transmit to the Local Union, prior to November 15 every year, the work schedule covering the period mentioned above. If difficulties should arise with regard to achieving the goals stipulated</p>	

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
stipulated above, the employer and the Union shall meet to work out the best way of achieving the stipulated goals.	above, the employer and the Union shall meet to work out the best way of achieving the stipulated goals.	

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
ARTICLE 27: TRAVELLING TIME		
<p>Effective January 1, 2014, all references and entitlements related to Designated Paid Holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement.</p> <p>[...]</p> <p>27.05 This article does not apply to an employee when the employee travels by any type of transport in which he or she is required to perform work, and/or which also serves as his or her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:</p> <p>(a) on a normal working day, his or her regular pay for the day, or</p> <p>(b) pay for actual hours worked in accordance with Article 26, Designated Paid Holidays, and Article 21, Work and Hours, Overtime of this collective agreement.</p> <p>[...]</p>	<p>Effective January 1, 2014, all references and entitlements related to Designated Paid Holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement.</p> <p>[...]</p> <p>27.05 This article does not apply to an employee when the employee travels by any type of transport in which he or she is required to perform work, and/or which also serves as his or her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:</p> <p>(a) on a normal working day, his or her regular pay for the day, or</p> <p>(b) pay for actual hours worked in accordance with Article 26, Designated Paid Holidays, and Article 21, Work and Hours, Overtime of this collective agreement.</p> <p>[...]</p>	<p>All modifications in this article are linked to our demand for lieu time across the board.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
ARTICLE 29: VACATION LEAVE WITH PAY		
<p>29.02 <i>Accumulation of vacation leave credits</i> [...] (a) ten (10) hours until the month in which the anniversary of the employee’s eighth (8th) year of service occurs;</p> <p>(b) thirteen decimal three three four (13.334) hours commencing with the month in which the employee’s eighth (8th) anniversary of service occurs;</p> <p>(c) fourteen decimal six six seven (14.667) hours commencing with the month in which the employee’s sixteenth (16th) anniversary of service occurs;</p> <p>(d) fifteen decimal three three four (15.334) hours commencing with the month in which the employees seventeenth (17th) anniversary of service occurs;</p> <p>(e) sixteen decimal six six seven (16.667) hours commencing with the month in which the employee’s eighteenth (18th) anniversary of service occurs;</p> <p>(f) eighteen decimal six six seven (18.667) hours commencing with the month in which the employees</p>	<p>29.02 <i>Accumulation of vacation leave credits</i> [...] (a) ten (10) hours until the month in which the anniversary of the employee’s sixth (6th) eighth (8th) year of service occurs;</p> <p>(b) thirteen decimal three three four (13.334) hours commencing with the month in which the employee’s sixth (6th) eighth (8th) anniversary of service occurs;</p> <p>(c) fourteen decimal six six seven (14.667) hours commencing with the month in which the employee’s sixteenth (16th) anniversary of service occurs;</p> <p>(d) fifteen decimal three three four (15.334) hours commencing with the month in which the employees seventeenth (17th) anniversary of service occurs;</p> <p>(c)(e) sixteen decimal six six seven (16.667) hours commencing with the month in which the employee’s twelfth (12th) eighteenth (18th) anniversary of service occurs;</p> <p>(f) eighteen decimal six six seven (18.667) hours commencing with the month in which the employees</p>	<p>Our demands for an increase in annual leave has monetary implications and will be dealt with later on.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>twenty-seventh (27th) anniversary of service occurs;</p> <p>(g) twenty (20) hours commencing with the month in which the employee’s twenty-eighth (28th) anniversary of service occurs.</p>	<p>twenty-seventh (27th) anniversary of service occurs;</p> <p>(g) twenty (20) hours commencing with the month in which the employee’s eighteenth (18th) twenty-eighth (28th) anniversary of service occurs.</p>	
<p>Granting of Vacation Leave With Pay</p> <p>29.07 The Employer shall, subject to the operational requirements of the service, make reasonable effort to:</p> <p>(a) grant the employee vacation leave for at least two (2) consecutive weeks provided notice is given prior to May 31st of any vacation year;</p> <p>(b) grant the employee vacation leave on any other basis if the employee gives the Employer at least two (2) days’ advance notice for each day of leave requested.</p>	<p>Granting of Vacation Leave With Pay</p> <p>29.07 The Employer shall, subject to the operational requirements of the service, make reasonable effort to:</p> <p>(a) grant the employee vacation leave for at least two (2) consecutive weeks provided notice is given prior to April 1st May 31st of any vacation year;</p> <p>(b) grant the employee vacation leave on any other basis if the employee gives the Employer at least two (2) days’ advance notice for each day of leave requested.</p>	<p style="text-align: center;">Settled</p> <p style="text-align: center;">This minor modification reflects the commitments laid out in the Global Agreement.</p>
<p>29.09 When, after December 1st of any vacation year, vacation leave has not been scheduled or taken by an employee, the Employer may schedule such leave during the remainder of the vacation year providing written notice is given to the employee seven (7) calendar days in advance.</p>	<p>29.09 When, after December 1st of any vacation year, vacation leave has not been scheduled or taken by an employee, the Employer may schedule such leave during the remainder of the vacation year providing written notice is given to the employee seven (7) calendar days in advance.</p>	<p style="text-align: center;">The union has maintained its demand to remove the employer’s right to schedule vacation.</p>
<p>Carry-Over Provisions</p> <p>29.13 When operational requirements prevent an employee from using all the vacation leave</p>	<p>Carry-Over Provisions</p> <p>29.13 When operational requirements prevent an employee from using all the vacation leave</p>	<p style="text-align: center;">Settled</p> <p>The text that we have agreed on removes ambiguity surrounding the unused portion of annual leave. The existing 29.13 is not deleted but renumbered 29.14.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>credited to the employee, the unused portion of the employee’s vacation leave shall be carried over into the following vacation year.</p> <p>29.14 When an employee has requested at least eighty (80) hours of vacation leave in accordance with clause 29.07, the unused portion of the employee’s balance of vacation shall be:</p> <p>a) With mutual consent between the employee and employer, paid in cash at the request of the employee at the employee’s substantive rate of pay on December 1st of the current fiscal year. If it is not possible for the Employer to meet all employee requests pursuant to this paragraph, requests will be granted in order of most seniority as a Correctional Officer.</p> <p>or</p> <p>b) With mutual consent between the employee and the employer, carried over into the following vacation year provided the employee has indicated his or her choice to the Employer by December 1st. Carry-over beyond one (1) year shall be by mutual consent but in any event the total accumulation shall not exceed two hundred forty (240) hours;</p>	<p>credited to the employee, the unused portion of the employee’s vacation leave shall be carried over into the following vacation year.</p> <p>29.13 When an employee has requested at least eighty (80) hours of vacation leave in accordance with clause 29.07, the unused portion of the employee’s balance of vacation shall be:</p> <p>a) With mutual consent between the employee and employer, paid in cash at the request of the employee at the employee’s substantive rate of pay on December 1st of the current fiscal year. If it is not possible for the Employer to meet all employee requests pursuant to this paragraph, requests will be granted in order of most seniority as a Correctional Officer. Such requests shall be submitted by December 1st;</p> <p>or</p> <p>b) With mutual consent between the employee and the employer, carried over into the following vacation year provided the employee has indicated his or her choice to the Employer by December 1st. Carry-over beyond one (1) year shall be by mutual consent but in any event the total accumulation shall not exceed two hundred forty (240) hours;</p>	

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>or</p> <p>c) In the absence of mutual consent, scheduled by the Employer in accordance with clause 29.09.</p> <p>29.15 By December 1st, employees shall submit their requests for vacation leave cash out.</p>	<p>or</p> <p>c) In the absence of mutual consent, scheduled by the Employer in accordance with clause 29.09.</p> <p>29.14</p> <p>a) When operational requirements prevent an employee from using all the vacation leave credited to the employee, the unused portion of the employee’s vacation leave shall be carried over into the following vacation year;</p> <p>b) All vacation leave credits in excess of two hundred forty (240) hours on March 31st shall be automatically paid out at the employee’s daily rate of pay at the employee’s substantive rate of pay on December 1st of the current fiscal year.</p> <p>29.15 By December 1st, employees shall submit their requests for vacation leave cash out.</p>	<p>Currently, and since the introduction of the payout of annual leave, the payout of annual leave hours beyond the 240 hours was managed by agreement with the union. This text, which was signed on July 16 2015, eliminates the need for an <i>ad hoc</i> agreement and does away with the obligation for officers to request the payment.</p>
	<p><u>29.20 Vacation leave with pay</u></p> <p><u>(a) After the employee’s first (1st) anniversary of service, he or she shall be credited a one-time entitlement of forty (40) hours of vacation leave with pay as defined in clause 29.03.</u></p> <p><u>(b) The vacation leave credits provided in paragraph 29.20 (a) above shall be excluded from the application of paragraph 29.14.</u></p>	<p>One week of leave in exchange for the deletion of marriage leave entitlements was granted to most public servants during the last round of negotiations. The employer has refused our demand.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
ARTICLE 30: OTHER LEAVE WITH OR WITHOUT PAY		
<p><i>30.01 Marriage Leave With Pay</i></p> <p>(a) After the completion of one (1) year’s continuous employment in the Public Service, and providing an employee gives the Employer at least five (5) days’ notice, the employee shall be granted forty (40) hours’ marriage leave with pay for the purpose of getting married.</p> <p>(b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.</p> <p>30.02 For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, and relative permanently residing in the employee’s household or with whom the employee permanently resides.</p>	<p><i>30.01 Marriage Leave With Pay</i></p> <p>(a) After the completion of one (1) year’s continuous employment in the Public Service, and providing an employee gives the Employer at least five (5) days’ notice, the employee shall be granted forty (40) hours’ marriage leave with pay for the purpose of getting married.</p> <p>(b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.</p> <p>30.02 For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, <u>stepbrother, stepsister</u>, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, <u>son-in-law, daughter-in-law</u> and relative permanently residing in the employee’s household or with whom</p>	<p>The employer is still studying our union demand to expand the scope of one’s “immediate family”. The concept of family has evolved since these bereavement provisions were first drafted by the parties. We believe the time has come to adapt to contemporary realities.</p> <p>This proposal falls within the monetary demands and will be dealt with later.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>[...]</p> <p>(b) An employee is entitled to one (1) day’s bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.</p> <p>[...]</p> <p><i>30.07 Parental allowance</i></p> <p>[...]</p> <p>(k) The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.</p> <p>[...]</p> <p><i>30.13 Leave with Pay for Family-Related Responsibilities</i></p> <p>(a) For the purpose of this Article, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), foster children, parents (including step-parents or foster parents), or any relative permanently residing in the employee’s household or with whom the employee permanently resides.</p>	<p>the employee permanently resides.</p> <p>[...]</p> <p>(b) An employee is entitled to one (1) two (2) day’s bereavement leave with pay for the purpose related to the death of his or her aunt, uncle son-in-law, daughter-in-law, brother-in-law or sister-in-law.</p> <p>[...]</p> <p><i>30.07 Parental allowance</i></p> <p>[...]</p> <p>(k) The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) five (55) weeks for each combined maternity and parental leave without pay.</p> <p>[...]</p> <p><i>30.13 Leave with Pay for Personal Reasons Family-Related Responsibilities</i></p> <p>(a) For the purpose of this Article, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), foster children, parents (including step-parents or foster parents), or any relative permanently residing in the employee’s household or with whom the employee permanently resides.</p>	<p></p> <p></p> <p></p> <p>This demand was intended to correct an interpretation issue. A recent Court of Appeal decision (Dufour) confirms that the employer’s interpretation was discriminatory and the union’s position will prevail.</p> <p></p> <p>Our demand is intended to give all officers the same leave entitlement, regardless of family status. The employer has opposed the modification.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>(b) The total leave with pay which may be granted under this clause shall not exceed forty (40) hours in a fiscal year.</p> <p>(c) Subject to clause 30.13(b), the Employer shall grant leave with pay under the following circumstances:</p> <p>(i) to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;</p> <p>(ii) to provide for the immediate and temporary care of a sick member of the employee’s family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;</p> <p>(iii) to provide for the immediate and temporary care of an elderly member of the employee’s family;</p> <p>(iv) for needs directly related to the birth or to the adoption of the employee’s child.</p> <p>(d) Sixteen (16) hours out of the forty (40) hours stipulated in paragraph (b) can be used for personal reasons.</p> <p>(e) Eight (8) hours out of the forty (40) hours stipulated in clause 30.13 above may be used:</p> <p>(i) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;</p> <p>(ii) to provide for the employee’s child in the case of an unforeseeable closure of the school or daycare</p>	<p>(b) The total leave with pay which may be granted under this clause shall not exceed forty (40) hours in a fiscal year.</p> <p>(c) Subject to clause 30.13(b), the Employer shall grant leave with pay under the following circumstances:</p> <p>(i) to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;</p> <p>(ii) to provide for the immediate and temporary care of a sick member of the employee’s family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;</p> <p>(iii) to provide for the immediate and temporary care of an elderly member of the employee’s family;</p> <p>(iv) for needs directly related to the birth or to the adoption of the employee’s child.</p> <p>(d) Sixteen (16) hours out of the forty (40) hours stipulated in paragraph (b) can be used for personal reasons.</p> <p>(e) Eight (#8) hours out of the forty (40) hours stipulated in clause 30.13 above may be used:</p> <p>(i) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;</p> <p>(ii) to provide for the employee’s child in the case of an unforeseeable closure of the school or daycare</p>	

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<p>facility; (iii) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.</p> <p>[...]</p>	<p>facility; (iii) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.</p> <p><u>a) The employer grants forty (40) hours of leave with pay per fiscal year for personal reasons. [...]</u></p>	
<p>30.15 Court Leave The Employer shall grant leave with pay to an employee for the period of time he or she is required:</p> <p>(c) by subpoena or summons to attend as a witness in any proceeding held:</p> <p>(i) in or under the authority of a court of justice or before a grand jury,</p>	<p>30.15 Court Leave The Employer shall grant leave with pay to an employee for the period of time he or she is required:</p> <p>(c) by subpoena or summons to attend as a witness in any proceeding held:</p> <p>(i) in or under the authority of a court of justice or before a grand jury,</p>	<p>We have agreed to the modification on October 21, 2015 because grand juries no longer exist in Canada.</p>

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ARTICLE 33: SEVERANCE PAY		
<p>Effective November 5th, 2013 paragraphs 33.01 (b) and (d) are deleted from the collective agreement.</p> <p><i>33.01</i> Under the following circumstances and subject to clause 33.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of</p>	<p>Effective November 5th, 2013 paragraphs 33.01 (b) and (d) are deleted from the collective agreement.</p> <p><i>33.01</i> Under the following circumstances and subject to clause 33.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of</p>	<p>We have agreed on text that recognizes the elimination of severance pay that occurred during the last round of negotiations.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.</p> <p>(a) Lay-off</p> <p>(i) On the first (1st) lay-off for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).</p> <p>(ii) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in</p>	<p>pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.</p> <p>(a) Lay-off</p> <p>(i) On the first (1st) lay-off for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).</p> <p>(ii) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in</p>	

<p>respect of which the employee was granted severance pay under sub-paragraph (a)(i).</p> <p>(b) Resignation On resignation, subject to paragraph 33.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.</p> <p>(c) Rejection on Probation On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.</p> <p>(d) Retirement (i) On retirement, when an employee is entitled to an immediate annuity under the <i>Public Service Superannuation Act</i> or when the employee is entitled to an immediate annual allowance, under the <i>Public Service Superannuation Act</i>, or (ii) a part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the <i>Public Service Superannuation Act</i>, would be entitled to an immediate annuity</p>	<p>respect of which the employee was granted severance pay under sub-paragraph (a)(i).</p> <p>(b) Resignation On resignation, subject to paragraph 33.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty six (26) years with a maximum benefit of thirteen (13) weeks' pay.</p> <p>(e) (b) Rejection on Probation On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.</p> <p>(d) Retirement (i) On retirement, when an employee is entitled to an immediate annuity under the <i>Public Service Superannuation Act</i> or when the employee is entitled to an immediate annual allowance, under the <i>Public Service Superannuation Act</i>, or (ii) a part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the <i>Public Service Superannuation Act</i>, would be entitled to an immediate annuity</p>	
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<p>thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the <i>Public Service Superannuation Act</i>,</p> <p>a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.</p> <p>(e) Death</p> <p>If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of</p>	<p>thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the <i>Public Service Superannuation Act</i>,</p> <p>a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.</p> <p>(e) (c) Death</p> <p>If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of</p>	

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<p>thirty (30) weeks' pay, regardless of any other benefit payable.</p> <p>(f) Termination for Cause for Reasons of Incapacity or Incompetence</p> <p>(i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 12(1)(e) of the <i>Financial Administration Act</i>, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.</p> <p>(ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to Section 12(1)(e) of the <i>Financial Administration Act</i>, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.</p> <p>33.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum</p>	<p>thirty (30) weeks' pay, regardless of any other benefit payable.</p> <p>(f) (d) Termination for Cause for Reasons of Incapacity or Incompetence</p> <p>(i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 12(1)(e) of the <i>Financial Administration Act</i>, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.</p> <p>(ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to Section 12(1)(e) of the <i>Financial Administration Act</i>, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.</p> <p>33.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum</p>	

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<p>severance pay provided under this article be pyramided.</p> <p>For greater certainty, payments made pursuant to 33.04 – 33.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 33.02.</p> <p><i>33.03 Appointment to a separate employer organization</i> An employee who resigns to accept an appointment with an organization listed in Schedule V of the <i>Financial Administration Act</i> shall be paid all severance payment resulting from the application of 33.01(b) (prior to date of signing) or clauses 33.04 – 33.07 (commencing on date of signing).</p> <p><i>33.04 Severance termination</i> Subject to 33.02 above, indeterminate employees on November 5, 2013 shall be entitled to severance termination benefits equal to one (1) week’s pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and</p>	<p>severance pay provided under this article be pyramided.</p> <p>For greater certainty, payments in lieu of severance for the elimination of severance pay for voluntary separation (resignation or retirement) made pursuant to 33.04–33.07 under Appendix XX or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 33.02.</p> <p><i>33.03 Appointment to a separate employer organization</i> An employee who resigns to accept an appointment with an organization listed in Schedule V of the <i>Financial Administration Act</i> shall be paid any outstanding payment in lieu of all severance, if applicable under Appendix XX payment resulting from the application of 33.01(b) (prior to date of signing) or clauses 33.04 – 33.07 (commencing on date of signing).</p> <p><i>33.04 Severance termination</i> Subject to 33.02 above, indeterminate employees on November 5, 2013 shall be entitled to severance termination benefits equal to one (1) week’s pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and</p>	

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<p>sixty-five (365), to a maximum of thirty (30) weeks.</p> <p>Terms of Payment</p> <p><i>33.05 Options</i></p> <p>The amount to which an employee is entitled shall be paid, at the employee's discretion, either:</p> <ul style="list-style-type: none"> (a) as a single payment at the rate of pay of the employee's substantive position as of (date of signing), or (b) as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration, or (c) as a combination of (a) and (b), pursuant to 33.06(c). <p><i>33.06 Selection of Option</i></p> <p>(a) The Employer will advise the employee of his or her years of continuous employment no later</p>	<p>sixty-five (365), to a maximum of thirty (30) weeks.</p> <p>33.04 Employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation or retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix XX.</p> <p>Terms of Payment</p> <p><i>33.05 Options</i></p> <p>The amount to which an employee is entitled shall be paid, at the employee's discretion, either:</p> <ul style="list-style-type: none"> (a) as a single payment at the rate of pay of the employee's substantive position as of (date of signing), or (b) as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration, or (c) as a combination of (a) and (b), pursuant to 33.06(c). <p><i>33.06 Selection of Option</i></p> <p>(a) The Employer will advise the employee of his or her years of continuous employment no later</p>	

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<p>than three (3) months following the official date of signing of the collective agreement.</p> <p>(b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.</p> <p>(c) The employee who opts for the option described in 33.05(c) must specify the number of complete weeks to be paid out pursuant to 33.05(a) and the remainder shall be paid out pursuant to 33.05(b).</p> <p>(d) An employee who does not make a selection under 33.06 (b) will be deemed to have chosen option 33.05(b).</p> <p><i>33.07 Appointment from a Different Bargaining Unit</i> This clause applies in a situation where an employee is appointed into a position in the CX bargaining unit from a position outside the CX bargaining unit where, at the date of appointment, provisions similar to those in 33.01 (b) and (d) are still in force, unless the appointment is only on an acting basis.</p> <p>(a) Subject to 33.02 above, on the date an indeterminate employee becomes subject to this Agreement after (date of signing), he or she shall be entitled to severance termination benefits equal to one (1) week’s pay for each complete year of continuous employment and, in the case of a partial</p>	<p>than three (3) months following the official date of signing of the collective agreement.</p> <p>(b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.</p> <p>(c) The employee who opts for the option described in 33.05(c) must specify the number of complete weeks to be paid out pursuant to 33.05(a) and the remainder shall be paid out pursuant to 33.05(b).</p> <p>(d) An employee who does not make a selection under 33.06 (b) will be deemed to have chosen option 33.05(b).</p> <p><i>33.07 Appointment from a Different Bargaining Unit</i> This clause applies in a situation where an employee is appointed into a position in the CX bargaining unit from a position outside the CX bargaining unit where, at the date of appointment, provisions similar to those in 33.01 (b) and (d) are still in force, unless the appointment is only on an acting basis.</p> <p>(a) Subject to 33.02 above, on the date an indeterminate employee becomes subject to this Agreement after (date of signing), he or she shall be entitled to severance termination benefits equal to one (1) week’s pay for each complete year of continuous employment and, in the case of a partial</p>	

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<p>year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee’s rate of pay of his substantive position on the day preceding the appointment.</p> <p>(b) Subject to 33.02 above, on the date a term employee becomes subject to this Agreement after (date of signing), he or she shall be entitled to severance termination benefits equal to one (1) week’s pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee’s rate of pay of his substantive position on the day preceding the appointment.</p> <p>(c) An employee entitled to severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in 33.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.</p> <p>(d) An employee who does not make a selection under 33.07(c) will be deemed to have chosen option 33.05(b).</p>	<p>year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee’s rate of pay of his substantive position on the day preceding the appointment.</p> <p>(b) Subject to 33.02 above, on the date a term employee becomes subject to this Agreement after (date of signing), he or she shall be entitled to severance termination benefits equal to one (1) week’s pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee’s rate of pay of his substantive position on the day preceding the appointment.</p> <p>(c) An employee entitled to severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in 33.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.</p> <p>(d) An employee who does not make a selection under 33.07(c) will be deemed to have chosen option 33.05(b).</p>	

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ARTICLE 34: MODIFIED HOURS OF WORK		
<p>Effective January 1, 2014, all references and entitlements related to Designated Paid Holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement. [...]</p> <p>Lieu Hours in Lieu of Designated Paid Holidays (a) An employee is entitled to lieu hours and is not entitled to designated paid holidays. This employee shall instead earn lieu hours at the rate of eight decimal five (8.5) hours per designated paid holiday as defined in clause 26.01. An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to 8.5 lieu hours for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 14, Leave With or Without Pay For Union Business. (b) On January 1st of each year an employee shall receive an advance of credits equivalent to the anticipated credits that may be earned for the calendar year in the amount of 93.5 hours in lieu (“lieu hours”) of designated paid holidays. In the event that an additional national holiday is proclaimed as per paragraph 26.01 (l), this amount shall be increased by eight decimal five (8.5) hours;</p>	<p>Effective January 1, 2014, all references and entitlements related to Designated Paid Holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement. [...]</p> <p>Lieu Hours in Lieu of Designated Paid Holidays (a) An employee is entitled to lieu hours and is not entitled to designated paid holidays. This employee shall instead earn lieu hours at the rate of eight decimal five (8.5) hours per designated paid holiday as defined in clause 26.01. An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to 8.5 lieu hours for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 14, Leave With or Without Pay For Union Business. (b) On January 1st of each year an employee shall receive an advance of credits equivalent to the anticipated credits that may be earned for the calendar year in the amount of 93.5 hours in lieu (“lieu hours”) of designated paid holidays. In the event that an additional national holiday is proclaimed as per paragraph 26.01 (l), this amount shall be increased by eight decimal five (8.5) hours;</p>	<p>We propose to relocate this text at article 26 and to include all officers in its application.</p>

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<p>(c) An employee whose hours of work are scheduled after January 1st shall receive an advance of credits of hours in lieu (“lieu hours”) of designated paid holiday credits equivalent to the remaining number of designated paid holidays that may be earned in the remainder of the calendar year multiplied by eight decimal five (8.5);</p> <p>(d) Subject to operational requirements, the Employer shall make every reasonable effort to grant lieu hours at times desired by the employee provided the employee provides forty-eight (48) hours advance notice;</p> <p>(e) An employee’s remaining lieu hours on December 31st shall be paid at one decimal five (1.5) multiplied by the employee’s straight-time hourly rate of pay of the substantive position on December 31st;</p> <p>(f) Any unearned lieu hours used or paid under the provisions of this clause shall be subject to recovery.</p> <p>Exchange of Shifts On exchange of shifts between employees, if provided in this collective agreement, the Employer shall pay as if no exchange had occurred.</p> <p>Breaks Employees working modified shift schedules are permitted, in addition to the lunch or meal break provided in paragraph 21.07, an additional fifteen (15) minute break per additional four (4) hour period of</p>	<p>(c) An employee whose hours of work are scheduled after January 1st shall receive an advance of credits of hours in lieu (“lieu hours”) of designated paid holiday credits equivalent to the remaining number of designated paid holidays that may be earned in the remainder of the calendar year multiplied by eight decimal five (8.5);</p> <p>(d) Subject to operational requirements, the Employer shall make every reasonable effort to grant lieu hours at times desired by the employee provided the employee provides forty-eight (48) hours advance notice;</p> <p>(e) An employee’s remaining lieu hours on December 31st shall be paid at one decimal five (1.5) multiplied by the employee’s straight-time hourly rate of pay of the substantive position on December 31st;</p> <p>(f) Any unearned lieu hours used or paid under the provisions of this clause shall be subject to recovery.</p> <p>Exchange of Shifts On exchange of shifts between employees, if provided in this collective agreement, the Employer shall pay as if no exchange had occurred.</p> <p>Meal Breaks Employees working modified shift schedules are permitted, in addition to the lunch or meal break provided in paragraph 21.07, an additional fifteen (15) minute meal break per additional four (4) hour period</p>	<p>This issue is more properly dealt with at article 21, where the text is a little different. The ball is in the employer’s court.</p> <p>Our meal break proposals throughout are intended to achieve equivalent rights for officers in all situations.</p>

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work beyond eight (8) hours.	of work beyond eight (8) hours <u>up to sixteen hours of continuous work. When an employee works sixteen (16) hours, the employee is entitled to an additional thirty (30) minute meal break.</u>	

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ARTICLE 35 - PART-TIME EMPLOYEES		
<p>Effective January 1, 2014, all references and entitlements related to Designated Paid Holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement. [...]</p> <p>35.06 A part-time employee shall not be paid for the designated holidays but shall, instead, be paid four decimal two five (4.25) per cent for all straight-time hours worked.</p> <p>35.07 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 26.01 of this agreement, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by this agreement and double (2) time</p>	<p>Effective January 1, 2014, all references and entitlements related to Designated Paid Holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement. [...]</p> <p>35.06 A part-time employee <u>is entitled to the provisions of Article 26 in the same proportion as the employee's normal weekly hours of work compared with the normal weekly hours of work.</u>shall not be paid for the designated holidays but shall, instead, be paid four decimal two five (4.25) per cent for all straight-time hours worked</p> <p>35.07 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 26.01 of this agreement, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by this agreement and double (2) time</p>	<p>Modifications in this article are linked to our demand for lieu time across the board and at 35.14. They reflect our demands for increased annual leave at Article 29.</p>

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<p>thereafter.</p> <p>35.08 A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 26.01 of this agreement, shall be paid for the time actually worked in accordance with clause 35.07, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.</p> <p>[...]</p> <p>Vacation Leave</p> <p>35.14 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee’s normal work week, at the rate for years of service established in clause 29.02 of this agreement, prorated and calculated as follows:</p> <p>(a) when the entitlement is ten (10) hours a month, .250 multiplied by the hours in the employee’s work week per month;</p> <p>(b) when the entitlement is thirteen decimal three three four (13.334) hours a month, .333 multiplied by the hours in the employee’s work week per month;</p> <p>(c) when the entitlement is fourteen decimal six six seven (14.667) hours a month, .367 multiplied by the</p>	<p>thereafter.</p> <p>35.08 A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 26.01 of this agreement, shall be paid for the time actually worked in accordance with clause 35.07, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.</p> <p>[...]</p> <p>Vacation Leave</p> <p>35.14 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee’s normal work week, at the rate for years of service established in clause 29.02 of this agreement, prorated and calculated as follows:</p> <p>(a) when the entitlement is ten (10) hours a month, .250 multiplied by the hours in the employee’s work week per month;</p> <p>(b) when the entitlement is thirteen decimal three three four (13.334) hours a month, .333 multiplied by the hours in the employee’s work week per month;</p> <p>(c) when the entitlement is fourteen decimal six six seven (14.667) hours a month, .367 multiplied by the</p>	

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<p>hours in the employee’s work week per month;</p> <p>(d) when the entitlement is fifteen decimal three three four (15.334) hours a month, .383 multiplied by the hours in the employee’s work week per month;</p> <p>(e) when the entitlement is sixteen decimal six six seven (16.667) hours a month, .417 multiplied by the hours in the employee’s work week per month;</p> <p>(f) when the entitlement is eighteen decimal six six seven (18.667) hours a month, .46667 multiplied by the hours in the employee’s work week per month;</p> <p>(g) when the entitlement is twenty (20) hours a month, .500 multiplied by the hours in the employee’s work week per month;</p>	<p>hours in the employee’s work week per month;</p> <p>(d) when the entitlement is fifteen decimal three three four (15.334) hours a month, .383 multiplied by the hours in the employee’s work week per month;</p> <p>(c)(e) when the entitlement is sixteen decimal six six seven (16.667) hours a month, .417 multiplied by the hours in the employee’s work week per month;</p> <p>(f) when the entitlement is eighteen decimal six six seven (18.667) hours a month, .46667 multiplied by the hours in the employee’s work week per month;</p> <p>(d)(g) when the entitlement is twenty (20) hours a month, .500 multiplied by the hours in the employee’s work week per month;</p>	

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ARTICLE 43: ALLOWANCES AND PREMIUMS		
<p><i>43.01 Dog Handlers’ Allowance</i></p> <p>(a) When an employee is required to handle a trained dog to watch over inmates, or a detector dog, during a shift, the employee shall be paid four dollars (\$4.00) for each period in which the employee handles the dog for a minimum of one (1) hour within the first four (4) hours immediately after the commencement of the shift. The same amount shall be paid under the same</p>	<p><i>43.01 Detector Dog Handlers’ Allowance</i></p> <p>(a) When an employee is required to handle a trained detector dog to watch over inmates, or a detector dog, during a shift, the employee will receive an allowance of two shall be paid four dollars fifty cents (\$2.50) per hour for all hours worked, including overtime. (\$4.00) for each period in which the employee handles the dog for a minimum of one (1)</p>	<p>The proposed detector dog allowance is similar to other special duty allowances and is monetary in nature. It will be discussed when we get there. We have, however, agreed to add the term “detector”.</p>

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<p>conditions for any succeeding period of four (4) hours.</p> <p>(b) Provided an employee gives the Employer at least two (2) weeks’ advance notice before the commencement of the next work schedule of the employee’s intention not to work with the dog, an employee shall not be required to handle a dog except as may be required in a penitentiary emergency.</p> <p>(c) The employer shall reimburse the employee who is required to use a dog in the performance of their duties. For all site management approved expenses, the handler shall be reimbursed for their incurred expenses in accordance with the nationally approved list.</p> <p>A committee composed of two (2) Union representatives and two (2) Employer representatives shall meet twice per year to recommend to the employer amendments to the approved list of equipment and expenses related to the dog handler position.</p> <p><i>43.02 Responsibility Allowance</i> Where, in a minimum security institution, the Director</p>	<p>hour within the first four (4) hours immediately after the commencement of the shift. The same amount shall be paid under the same conditions for any succeeding period of four (4) hours.</p> <p>(b) Provided an employee gives the Employer at least two (2) weeks’ advance notice before the commencement of the next work schedule of the employee’s intention not to work with the dog, an employee shall not be required to handle a detector dog except as may be required in a penitentiary emergency.</p> <p>(c) The employer shall reimburse the employee who is required to use a detector dog in the performance of their duties. For all site management approved expenses, the detector dog handler shall be reimbursed for their incurred expenses in accordance with the nationally approved list.</p> <p>A committee composed of two (2) Union representatives and two (2) Employer representatives shall meet twice per year to recommend to the employer amendments to the approved list of equipment and expenses related to the detector dog handler position.</p> <p><i>43.02 Responsibility Allowance</i> Where, in a minimum security institution, the Director</p>	<p>The responsibility allowance was once common at minimum security institutions before Correctional</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>or other senior institutional personnel are not on duty on the evening shift and night shift from Monday to Friday and all shifts on weekends and statutory holidays, a Correctional Officer, at the CX-2 level, may be designated by management as the senior officer of the shift. The Senior officer of the shift shall be compensated for assuming these additional duties and responsibilities by an allowance of three dollars (\$3.00) for each period of four (4) hours worked per shift.</p> <p>Note: When an employee, who is in receipt of a special duty allowance or an extra duty allowance, is granted leave with pay, that employee is entitled during that period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis or for a period of two (2) or more months prior to the period of leave.</p> <p><i>43.03 Clothing Allowance</i> Those Correctional Officers I (CX-1) and Correctional Officers II (CX-2) employees, including those who are pregnant, who are not required to wear a uniform routinely during the course of their Correctional Officer duties shall receive an annual clothing allowance of six hundred dollars (\$6.00). This allowance will be payable once per fiscal year and by March 31. The maximum</p>	<p>or other senior institutional personnel are not on duty, <u>a Correctional Officer, at the CX-2 level will receive the Correctional Manager acting pay.</u>on the evening shift and night shift from Monday to Friday and all shifts on weekends and statutory holidays, a Correctional Officer, at the CX-2 level, may be designated by management as the senior officer of the shift. The Senior officer of the shift shall be compensated for assuming these additional duties and responsibilities by an allowance of three dollars (\$3.00) for each period of four (4) hours worked per shift.</p> <p>Note: When an employee, who is in receipt of a special duty allowance or an extra duty allowance, is granted leave with pay, that employee is entitled during that period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis or for a period of two (2) or more months prior to the period of leave.</p> <p><i>43.03 Clothing Allowance</i> a) Those Correctional Officers I (CX-1) and Correctional Officers II (CX-2) employees, including those who are pregnant, who are not required to wear a uniform routinely during the course of their Correctional Officer duties shall receive an annual clothing allowance of <u>eight</u> six hundred dollars (<u>\$800</u>600.00). This allowance will be payable once per fiscal year and by March 31.</p>	<p>Managers were assigned to midnight shifts. The only remaining situation is at Grierson Centre, and the employer refuses to remit acting pay to the officer in charge. Our proposal is intended to correct the situation, to be adapted to Grierson officers’ reality and to be structured like other collective agreement allowances. There has been limited exchange on this proposal, and the employer has not shown openness.</p> <p>The union proposal is three-fold: an increase of the allowance amount, which is monetary in nature, a modification that is meant to remove the discriminatory aspect of the article for pregnant officers and the removal of the words “Correctional Officer” in response to the employer’s restrictive interpretation of the provision.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>allowance payable per fiscal year is six hundred dollars (\$6.00).</p> <p>The provision applies to those CX-1 and CX-2 employees assigned to such duties for periods of time of not less than six (6) cumulative months per fiscal year, or six (6) continuous months.</p> <p>Any employee receiving this allowance shall not be eligible to receive points toward a uniform issue.</p> <p>As well, if a correctional officer is involved in an altercation and his or her personal clothing is damaged in the performance of his or her duties, the employee’s claim for compensation will be handled according to the ex-Gratia Payment Policy.</p> <p><i>43.05 Instructor allowance</i> When an employee acts as an instructor, he shall receive an allowance equal to two dollars fifty cents (\$2.50) per hour, for each hour or part of an hour.</p> <p><i>43.06 Allowances for employees who accept to be Emergency Response Team, Members</i></p>	<p>The maximum allowance payable per fiscal year is eight six hundred dollars (\$600800.00).</p> <p>b) The provision applies to those CX-1 and CX-2 employees assigned to such duties for periods of time of not less than six (6) cumulative months per fiscal year, or six (6) continuous months. The allowance will be calculated on a monthly basis and prorated to the time the employee was assigned to these duties.</p> <p>c) Any employee receiving this allowance shall not be eligible to receive points toward a uniform issue.</p> <p>d) As well, if a correctional officer is involved in an altercation and his or her personal clothing is damaged in the performance of his or her duties, the employee’s claim for compensation will be handled according to the ex-Gratia Payment Policy.</p> <p><i>43.05 Instructor allowance</i> When an employee acts as an instructor, he shall receive an allowance equal to two dollars seventy-five fifty cents (\$2.50\$2.75) per hour, for each hour or part of an hour <u>worked, including overtime.</u></p> <p><i>43.06 Allowances for employees who accept to be members of the Emergency or Fire Response Team, <u>and Negotiators</u> Members</i></p>	<p>A recent Federal Court ruling (Nadeau) has confirmed the union’s position with respect to the discrimination. We have not had any sessions with TBS since the Court ruling. As the employer has not asked the Court of Appeal to intervene, discussions on the matter should proceed.</p> <p>The demands at 43.05 and 43.06 are monetary in that we are asking for a modest adjustment of the allowances, and the addition of fire response teams to those who are eligible. We have already achieved the inclusion of negotiators in our Global Agreement, and seek only to make the provision part of the Collective Agreement.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>The employee who is a member of the Emergency Response Team shall receive a premium of two dollars fifty cents (\$2.50) per hour for each hour or part of an hour as soon as he is called up as a member of the emergency team.</p> <p>This premium shall likewise apply during all training periods provided to emergency team member employee.</p> <p><i>43.07 Correctional Officer Allowance</i> [...] The Employer will provide an allowance to incumbents of a CX position for the performance of duties in the Correctional Services group beginning June 1 2013. [...]</p> <p>(b) The value of the Correctional Officer Allowance is one thousand seven hundred and fifty dollars (\$1,750) per annum. This allowance is paid on the same basis as the employee’s regular pay. An employee shall be entitled to receive the Allowance for any month in which he or she receives a minimum of eighty (80) hours’ pay in a position to which the allowance applies.</p>	<p>The employee who is a member of the Emergency Response Team <u>and/or of the Fire Response Team and/or Negotiator</u> shall receive a premium of two dollars seventy-five <u>seventy-five</u> fifty cents <u>(\$2.75)</u> (\$2.50) per hour for each hour or part of an hour <u>worked, including overtime</u>, as soon as he <u>or she</u> is called up as a member of the emergency <u>response</u> team, <u>and/or fire response team and/or negotiator</u>.</p> <p>This premium shall likewise apply during all training periods provided to emergency team members, <u>fire response team members or negotiator</u>employee.</p> <p><i>43.07 Correctional Officer Allowance</i> [...] The Employer will provide an allowance to incumbents of a CX position for the performance of duties in the Correctional Services group beginning June 1 2013. [...]</p> <p>(b) The value of the Correctional Officer Allowance is one thousand seven hundred and fifty dollars (\$1,750) per annum <u>for the first three years as Correctional Officer, after which it is three thousand five hundred dollars (\$3,500) per annum</u>. This allowance is paid on the same basis as the employee’s regular pay. <u>Employees granted leave with or without pay for union business receive the Correctional Officer allowance.</u>An employee shall</p>	<p>The start date for the correctional officer allowance is no longer relevant.</p> <p>Our proposal calls for an increase of the correctional officer allowance after three years as a CX and the application of the article to all officers, including union representatives, whether or not they receive pay for 80 hours in any given month.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>(c) An employee will be entitled to receive the Correctional Officer allowance:</p> <p>(i) during any period of paid leave up to a maximum of sixty (60) consecutive calendar days;</p> <p>or</p> <p>(ii) during the full period of paid leave where an employee is granted injury-on-duty leave with pay.</p> <p>(d) The Correctional Officer allowance does not form part of a CX's salary except for the calculation of the Maternity and Parental Allowance.</p>	<p>be entitled to receive the Allowance for any month in which he or she receives a minimum of eighty (80) hours' pay in a position to which the allowance applies.</p> <p>(c) An employee will be entitled to receive the Correctional Officer allowance:</p> <p>(i) during any period of paid leave up to a maximum of sixty (60) consecutive calendar days;</p> <p>or</p> <p>(ii) during the full period of paid leave where an employee is granted injury-on-duty leave with pay.</p> <p>(d) The Correctional Officer allowance does not form part of a CX's salary except for the calculation of the Maternity and Parental Allowance <u>and for the purposes of superannuation.</u></p> <p><u>43.08 Retention and recruitment allowance</u> <u>An employee who works at Grande Cache or at Port-Cartier Institution receives a retention and recruitment allowance of two thousand four hundred dollars (\$2,400) per annum. In the case of an employee with a family, this allowance is of three thousand seven hundred dollars (\$3,700) per annum. This allowance shall be paid on the same basis as the employee's regular pay.</u></p>	<p>We propose to have all officers entitled to the allowance regardless of the leave scenario.</p> <p>Our demands relative to Correctional Officer allowance are monetary.</p> <p>We have asked that the allowance be considered part of pay, which would make it pensionable.</p> <p>This monetary demand for difficult to staff institutions has not been discussed at length as it is deemed monetary.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
Article 45: MATERNITY-RELATED REASSIGNMENT OR LEAVE		
<p>[...] 45.08 An employee who returns to work at the end of her maternity leave parental leave may ask for a reduced work week. ending no later than twelve (12) months after the end of the maternity leave or the parental leave without pay set out in paragraphs 30.03 and 30.06. [...]</p>	<p>[...] 45.08 An employee who returns to work at the end of her maternity leave or parental leave may ask for a reduced work week. ending no later than twelve (12) months after the end of the maternity leave or the parental leave without pay set out in paragraphs 30.03 and 30.06. [...]</p>	<p>Our demand for the parents of new children to have access to reduced work schedules beyond twelve weeks following parental or maternity leave remains on the table.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
Article 49: PAY ADMINISTRATION		
<p>[...] 49.07 When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least eight (8) hour of work, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.</p>	<p>[...] 49.07 When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least one (1)eight (8) hours of work, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts. [...] <u>49.09 All supplementary remuneration is paid on the same basis as the employee's regular pay.</u></p>	<p>The employer sometimes uses the wording of this article to avoid paying acting pay by ensuring that a person's acting period is less than eight hours.</p> <p>There has been no movement by the employer on our proposal.</p> <p>The government of Canada refuses to give our members a commitment on a reasonable period of time to remit supplementary pay. We will continue to hold its feet to the fire, especially in light of the impending move of compensation to Miramichi and the Phoenix pay system.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
Article 51: DURATION		
51.01 This collective agreement shall expire on May 31, 2014.	51.01 This collective agreement shall expire on May 31, 2017 2014.	The employer is proposing a collective agreement that will expire on May 31 st , 2018.

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
APPENDIX “A” - ANNUAL RATES OF PAY		
	2014: 2.6% 2015: 2.7% 2016: 2.8%	We continue to believe that our salary demands are justified and reasonable.

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
APPENDIX “B” – WORK FORCE ADJUSTMENT		
<i>Definitions</i> [...] <p>Guarantee of a reasonable job offer <i>(garantie d'une offre d'emploi raisonnable)</i> - is a guarantee of an offer of indeterminate employment within the public service provided by the deputy head to an indeterminate employee who is affected by work force adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability in the public service. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this</p>	<i>Definitions</i> [...] <p>Guarantee of a reasonable job offer <i>(garantie d'une offre d'emploi raisonnable)</i> - is a guarantee of an offer of indeterminate employment within the public service provided by the deputy head to an indeterminate employee who is affected by work force adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability in the public service. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this</p>	<p>Having lived through the closure of several institutions, we propose to give a choice of the “options” to employees who have a guarantee of a “reasonable” job offer. In this context, “reasonable” has been defined as an offer anywhere in the country. The employer has not responded.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>appendix. [...] 6.3 Options 6.3.1 (....) c) Education allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than seven thousand dollars (\$7000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment. Employees choosing Option (c) could either: [...]</p>	<p>appendix. [...] 6.3 Options 6.3.1 (....) c) Education allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than eleven seven thousand dollars (\$11,000)(\$7000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment. Employees choosing Option (c) could either: [...]</p>	<p>The adjustment proposed by the union is in line with the Work Force Adjustment Directive.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
APPENDIX “C” – OVERTIME MEAL ALLOWANCE		
<p>Effective January 1, 2014, all references and entitlements related to Designated Paid Holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement. [...] 5. Where an employee is scheduled to work overtime on a day of rest or in the case of a day worker on a designated paid holiday, the provisions of clause 21.15, and this appendix, shall be applicable only with respect to such additional overtime hours which the employee</p>	<p>Effective January 1, 2014, all references and entitlements related to Designated Paid Holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement. [...] 5. Where an employee is scheduled to work overtime on a day of rest or in the case of a day worker on a designated paid holiday, the provisions of clause 21.15, and this appendix, apply shall be applicable only with respect to such additional overtime hours which the</p>	<p>Withdrawn</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>may work in excess of the employee’s prior scheduled hours of overtime on that day without prior notification.</p>	<p>employee may work in excess of the employee’s prior scheduled hours of overtime on that day without prior notification.</p>	

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
APPENDIX “D” - INMATE ESCORTS		
<p>For the duration of the Correctional Services Group Collective Agreement, the Employer agrees to the following: [...]</p>	<p>For the duration of the Correctional Services Group Collective Agreement, the Employer agrees to the following:</p> <p><u>The employer shall grant the employee who works for eight (8) continuous hours, a paid thirty (30) minute period in order for the employee to take a meal break either at or adjacent to his or her place of work.</u></p> <p><u>Notwithstanding paragraph a) above, when an employee works overtime, the provisions of paragraphs 21.15 a) b), d) and Article 34 with respect to meal break entitlements shall apply and the employee shall receive a reimbursement of twenty-five dollars (25 \$) for every meal break entitlement.</u></p> <p><u>In the event that the Employer is unable to grant an employee a meal break at or adjacent to his or her place of work, in lieu thereof the employee shall receive an additional one half (½) hour of</u></p>	<p>This two-tier article is in line with the request to have all meal allowances and breaks standardized in the collective agreement. CSC does not want to replace the current system with a flat rate for the meal entitlement. Discussions on the break entitlement are ongoing.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>2. When an officer is required to escort an inmate outside of the Headquarters area the employee will be compensated as follows: [...]</p> <p>b) an officer who is required to escort inmates at a time which is outside the officer's normal regular scheduled hours of work will be compensated at the applicable overtime rates; [...]</p> <p>d) for day workers, on a statutory holiday or on a day of rest, and for all other employees on a day of rest, the employee will be compensated at the applicable overtime rate for the actual hours worked but in any event, no less than the equivalent of eight (8) hours at the straight-time rate; [...]</p> <p>3. When an officer is required to escort an inmate outside of the officer's Headquarters area the officers will be subject to the following travelling conditions: [...]</p>	<p><u>compensation at time and three-quarters (1 ¾).</u> [...]</p> <p>2. When an officer is required to escort an inmate, outside of the Headquarters area the employee will be compensated as follows: [...]</p> <p>b) an officer who is required to escort inmates <u>on overtime will be compensated at time and three-quarters (1 ¾)</u>; at a time which is outside the officer's normal regular scheduled hours of work will be compensated at the applicable overtime rates [...]</p> <p>d) for day workers, on a statutory holiday or on a day of rest, and for all other employees on a day of rest, <u>an officer is</u> the employee will be compensated at <u>time and three-quarters (1 ¾)</u> at the applicable overtime rate for the actual hours worked but in any event, no less than the equivalent of eight (8) hours at the straight-time rate; [...]</p> <p>3. When an officers <u>are</u> is required to escort an inmate, outside of the officer's Headquarters area the officers will be subject to the following travelling conditions: [...]</p>	

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>(b) an officer who is required to escort an inmate on a journey involving at least nine (9) hours will be given an overnight stopover whenever it is expected that the journey will exceed twelve (12) hours from the time of departure from the institution to the time of return to the institution;</p> <p>(c) whenever it is expected that an officer may be required to drive more than eighty (80) kilometers (fifty (50) miles) in any day, beyond the number of kilometers normally defined by the Employer the officer will be given an overnight stopover.</p>	<p>(b) an officer who is required to escort an inmate on a journey involving at least nine (9) hours will be given an overnight stopover whenever it is expected that the journey will exceed twelve (12) hours from the time of departure from the institution to the time of return to the institution. <u>In these situations, the National Joint Council Travel Directive applies;</u></p> <p>(c) <u>in the interest of safety,</u> whenever it is expected that an officer may be required to drive more than <u>five hundred (500) kilometers</u> eighty (80) kilometers (fifty (50) miles) in any day, beyond the number of kilometers normally defined by the Employer the officer will be given an overnight stopover. <u>If the officer has worked more than one (1) hour before being required to drive, this distance is reduced by thirty-five (35) kilometers for every hour worked before being required to drive.</u></p> <p><u>(d) In any case involving more than one (1) officer, the officers are given an overnight stopover for a journey involving more than eight hundred fifty (850) kilometers.</u></p> <p><u>If the officers have worked more than one (1) hour before being required to drive, this distance is reduced by thirty-five (35) kilometers for</u></p>	<p>The current text of the collective agreement imposes longer distances on officers than does the NJC’s Travel Directive which applies to all other Federal Public Servants. We seek to normalize this situation.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
	<p><u>every hour worked before being required to drive.</u></p> <p><u>(e) In the event that the Employer is unable to grant an employee a meal break at or adjacent to his or her place of work, in lieu thereof the employee shall receive an additional one half (½) hour of compensation at time and three-quarters (1 ¾).</u></p>	

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
EXCLUSION OF CX-3 AND CX-4 LEVEL POSITIONS		
<p>The Employer and the Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada - CSN (UCCO-SACC-CSN) agree to the following:</p> <p>For the duration of this collective agreement, there shall be an exclusion of all positions classified either CX-3 or CX-4 in the bargaining unit described as being composed of “all of the Employer’s employees in the Correctional Services group, as defined in Part 1 of the Canada Gazette for March 27, 1999.”</p>	<p>The Employer and the Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada - CSN (UCCO-SACC-CSN) agree to the following:</p> <p>For the duration of this collective agreement, there shall be an exclusion of all positions classified either CX-3 or CX-4 in the bargaining unit described as being composed of “all of the Employer’s employees in the Correctional Services group, as defined in Part 1 of the Canada Gazette for March 27, 1999.”</p>	<p>We have had constructive discussions with CSC relative to the inclusion of CX3 trainers in our bargaining unit.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>APPENDIX “G”</p> <p>REMOVAL FROM DUTIES PENDING THE OUTCOME OF DISCIPLINARY INVESTIGATIONS IN REGARDS TO INCIDENTS INVOLVING OFFENDERS</p>		
<p>1. When an employee is to be removed from his regular duties due to an incident involving an offender, the employee may be assigned other duties with pay or removed from his normal work site with pay pending the outcome of the disciplinary investigation provided he fully co-operate with the conduct of the investigation by attending interviews and hearings without undue delay. A refusal to attend interviews and hearings without undue delay shall result in the interruption of remuneration as long as the investigation has not been completed. [...]</p>	<p>1. When an employee is to be removed from his regular duties due to an incident involving an offender, the employee may be assigned other duties with remuneration pay or removed from his normal work site with remuneration pay pending the outcome of the disciplinary investigation provided he fully co-operate with the conduct of the investigation by attending interviews and hearings without undue delay. A refusal to attend interviews and hearings without undue delay shall result in the interruption of remuneration as long as the investigation has not been completed. [...]</p>	<p>The union’s request to have the term translated as per the French version has been flatly denied by TBS.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
<p>APPENDIX “J”- LETTER TO KEVIN GRABOWSKY RE: ARTICLE 17</p>		
<p>[...] It is agreed that this provision is designed to provide the employee who was subject to a disciplinary investigation, access to the information and/or document(s) that have been used in the course of said investigation in accordance with the <i>Access to Information Act</i> and the <i>Privacy Act</i>, without the employee having to make an application for said</p>	<p>[...] It is agreed that this provision is designed to provide the employee who was subject to a disciplinary investigation, access to the information and/or document(s) that have been used in the course of said investigation in accordance with the <i>Access to Information Act</i> and the <i>Privacy Act</i>, without the employee having to make an application for said</p>	<p>We have proposed to use the same terms throughout the collective agreement for consistency. The employer resists.</p>

CURRENT COLLECTIVE AGREEMENT	AMENDMENT	NOTES
information under the <i>Access to Information Act</i> . The access provided in paragraph 17.07 should be provided promptly within the framework of the disciplinary hearing.	information under the <i>Access to Information Act</i> . The access provided in paragraph 17.07 should be provided promptly within the framework of the <u>administrative inquiry, hearing or investigation</u> disciplinary hearing.	

CURRENT TEXT	PROPOSAL	
APPENDIX “K”- EFFECTIVE SCHEDULING⁸		
<p>[...] (A) EIGHT DECIMAL FIVE (8.5) HOUR SHIFT SCHEDULES (ARTICLE 21.02) [...] The process to determine how employees are assigned to an eight decimal five (8.5) hour shift schedule is determined by mutual agreement at the local Labour Management Committee level. In cases where mutual agreement cannot be reached on a priority rating system, the institution shall assign among all the employees who have expressed interest and meet the requirements of the position, the employee with the most years of service as a correctional officer.</p> <p>(B) MODIFIED SHIFT SCHEDULES (ARTICLE 34) [...] To maximize substitute relief positions there shall not</p>	<p>[...] (A) EIGHT DECIMAL FIVE (8.5) HOUR SHIFT SCHEDULES (ARTICLE 21.02) [...] The process to determine how employees are assigned to an eight decimal five (8.5) hour shift schedule is determined on mutual agreement at the local Labour Management Committee level. In cases where mutual agreement cannot be reached on a priority rating system. The institution shall assign among all the employees who have expressed interest and meet the requirements of the position, the employee with the most years of service as a correctional officer.</p> <p>(B) MODIFIED SHIFT SCHEDULES (ARTICLE 34) [...] To maximize substitute relief positions, <u>overlap in the</u></p>	<p>We have agreement with CSC on this text, which makes it clear that seniority applies for schedule choice. As Appendix K is a two-tier item, TBS must also agree. In this case, that should not be an issue.</p> <p>This particular demand is held in abeyance pending</p>

⁸ Two-tier negotiation

CURRENT TEXT	PROPOSAL	
<p>be any overlap in the shift schedules. There shall be an equitable distribution of substitute relief positions for each day of the week i.e. twelve decimal seven five (12.75) hour substitute relief positions for twelve (12) hour correctional activities. [...]</p> <p>The process to determine how employees are assigned to a modified shift schedule is determined by mutual agreement at the local Labour Management Committee level. In cases where mutual agreement cannot be reached on a priority rating system, the institution shall assign among all the employees who have expressed interest and meet the requirements of the position, the employee with the most years of service as a correctional officer.</p> <p>PROCESS FOR APPROVING SCHEDULE AND SCHEDULE CHANGES Prior to any shift schedules being approved for implementation at any institution, they shall be reviewed and certified by the national committee identified for the purpose of overseeing the shift schedules. The national committee will confirm that the</p>	<p>shift schedule shall not exceed four (4) hours. there shall not be any overlap in the shift schedules There shall be an equitable distribution of substitute relief positions for each day of the week i.e. twelve decimal seven five (12.75) hour substitute relief positions for twelve (12) hour correctional activities. [...]</p> <p><u>When a line within the schedule becomes vacant, the line shall be assigned among the employees who have expressed interest and meet the requirements of the position, to the employee with the most years of service as a correctional officer. All other aspects of t</u>The process to determine how employees are assigned to an eight decimal five (8.5) hour shift schedule is are determined on mutual agreement at the local Labour Management Committee level. In cases where mutual agreement cannot be reached on a priority rating system. The institution shall assign among all the employees who have expressed interest and meet the requirements of the position, the employee with the most years of service as a correctional officer.</p> <p>PROCESS FOR APPROVING SCHEDULE AND SCHEDULE CHANGES Prior to any shift schedules being approved for implementation at any institution, they shall be reviewed and certified by the national committee identified for the purpose of overseeing the shift</p>	<p>work to be done by the self-scheduling committee.</p> <p>Agreed upon but subject to TBS approval.</p> <p>In abeyance pending self-scheduling committee work.</p>

CURRENT TEXT	PROPOSAL	
<p>above principles have been adhered to and reflected in the shift schedules. If the shift schedules do not reflect the principles then the shift schedule submitted shall not be certified for implementation and shall be referred back to the local for further changes/amendments. [...]</p>	<p>schedules. <u>However, start and end times are determined at the local level.</u> The national committee will confirm that the above principles have been adhered to and reflected in the shift schedules. If the shift schedules do not reflect the principles then the shift schedule submitted shall not be certified for implementation and shall be referred back to the local for further changes/amendments. [...]</p>	

GLOBAL AGREEMENT

CURRENT GLOBAL AGREEMENT	AMENDMENT	NOTES
I-B - VACATION LEAVE WITH PAY		
4. (...) d) in all cases where the calculations for 4.a), 4.b), and 4.c) result in a fraction, the resulting factor shall be rounded down to the whole number. However, this method of calculating may not have the effect of preventing at least one person at each classification level from being on vacation at any time. (...)	4. (...) d) in all cases where the calculations for 4.a), 4.b), and 4.c) result in a fraction, the resulting factor shall be rounded up down to the whole number. However, this method of calculating may not have the effect of preventing at least one person at each classification level from being on vacation at any time. (...)	There has been no progress on this demand.

CURRENT GLOBAL AGREEMENT	AMENDMENT	NOTES
<u>I-E - LEAVE WITH INCOME AVERAGING AND SELF-FUNDED LEAVE</u>		
	<u>Upon request, the CSC will grant Leave with Income Averaging or Self-Funded Leave according to the Treasury Board policies and directives to at least one (1) correctional officer per institution at any time.</u>	Withdrawn.

CURRENT GLOBAL AGREEMENT	AMENDMENT	NOTES
II-A - EMPLOYEE REPRESENTATIVES		
(...) At the local's request, the Warden and the Union may agree in writing on a particular schedule of work for the President of the local. Such agreements shall be aligned with the term of that President's position and remain in effect only for so long as he or she holds said union office. Said agreements may be terminated at	(...) At the local's Union's request, the Warden and the Union may agree in writing on a particular schedule of work for the President of the local and Regional Vice-President . Such agreements shall be aligned with the term of that Union representative's President's position and remain in effect only for so long as he or she holds said union office. Said agreements may be	This article is settled.

any point by joint agreement of the Warden and the Union.	terminated at any point by joint agreement of the Warden and the Union.	
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CURRENT GLOBAL AGREEMENT	AMENDMENT	NOTES
II-B - SLOW ROTATION POSITIONS		
<p>2. When becoming available, slow rotation posts are identified and posted in the institution so that employees may apply in writing to the Warden to occupy an identified post. The posting period during which an employee may apply is at least fourteen (14) days.</p> <p>3. The process to determine how employees are assigned to slow rotation posts is determined by mutual agreement at the Local Labour Management Consultation Committee level. In cases where mutual agreement cannot be reached on a priority rating system, the institution shall assign among all the employees who have expressed interest and meet the requirements of the position, the employee with the most years of service as a Correctional Officer.</p> <p>Where such an assessment of the years of service of the requesters reveals they are the same, the parties agree to offer the opportunity to the requester on the basis of badge number ordering.</p>	<p>2. When becoming available, slow rotation posts are identified and posted in the institution local so that employees may apply in writing to the Warden to occupy an identified post. The posting period during which an employee may apply is at least fourteen (14) days.</p> <p>3. The process to determine how employees are assigned to slow rotation posts is determined by mutual agreement at the Local Labour Management Consultation Committee level. In cases where mutual agreement cannot be reached on a priority rating system, the institution shall assign among all the local's employees who have expressed interest and meet the requirements of the position, the employee with the most years of service as a Correctional Officer.</p> <p>Where such an assessment of the years of service of the requesters reveals they are the same, the parties agree to offer the opportunity to the requester on the basis of badge number ordering.</p>	<p>The proposed text is intended to ensure that slow rotation positions remain with the local as they were prior to the cluster exercise by CSC.</p>

CURRENT GLOBAL AGREEMENT	AMENDMENT	NOTES
II-E - HEALTH AND SAFETY (REFERENCE: ARTICLE 18)		
<p>II-E Health and safety</p> <p>6. For the purposes of this article, the local union health and safety representative is defined as a Correctional Officers’ union representative.</p> <p>a) The local union health and safety representative participates in any workplace accident investigation into injury or material damage as well as any situation or incident that could result in injury, illness or material damage as it relates to Correctional Officers;</p>	<p>II-E Health and safety</p> <p>6. For the purposes of this article, the local union health and safety representative is defined as a Correctional Officers’ union representative.</p> <p>b) The local union health and safety representative* participates in any workplace accident investigation into injury or material damage as well as any situation or incident that could result in injury, illness or material damage as it relates to Correctional Officers;</p> <p>* Note: Investigations in cluster sites must be handled by the local union health and safety representative identified from the unit where the incident took place, unless this representative is not available in a reasonable period, in which case a local union health and safety representative from the broader site may be called upon.</p>	<p>The health and safety article for clusters was settled July 29, 2015. The employer committed to also modify the committee terms of reference.</p>

CURRENT GLOBAL AGREEMENT	AMENDMENT	NOTES
II-G - INMATE ESCORTS		
<p>For the purpose of these provisions, CSC will apply the following for all maximum and medium security male inmates:</p>	<p>For the purpose of these provisions, CSC will apply the following for all escorts from maximum, and medium and multi-level security male inmates institutions:</p>	<p>Our many discussions on this clause have not yet produced an agreement.</p>

<p>1. All security escorts outside of an institution will be performed by at least two (2) armed Correctional Officers.</p> <p>2. The CSC policy on security escorts governs all situations where a firearm is issued to a Correctional Officer for an escort.</p> <p>(...)</p>	<p>1. All security escorts outside of an institution will be performed by at least two (2) armed Correctional Officers.</p> <p>2. The CSC policy on security escorts governs all situations where a firearm is issued to a Correctional Officer for an escort.</p> <p>(...)</p>	
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CURRENT GLOBAL AGREEMENT	AMENDMENT	NOTES
II-X - OVERTIME ALLOCATION (reference to article 21)		
	<p>For the purpose of provision 21.10 a), the available and qualified employee who has worked or been offered the least overtime hours in the fiscal year will normally be offered the overtime opportunity of more than three (3) hours duration. When another employee is hired, the hiring manager shall record the rationale for the decision at the time of hiring.</p> <p>CSC shall post daily overtime reports which will include employees’ quantum of overtime hours offered or worked, the cumulative hours worked and offered and the time of day of the overtime periods worked. If a person other than the person with the least number of hours is hired, the reason for that decision will be included in the daily report.</p> <p>The parties shall review the hiring activities monthly. In cases where a concern is raised and the parties determine that the concern is founded, the</p>	<p>Settled.</p>

	<p>employee shall be given priority for the next overtime opportunity for which they are qualified and available.</p>	
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CURRENT GLOBAL AGREEMENT	AMENDMENT	NOTES
III-A - DISCIPLINE		
<p>For the purpose of these provisions, CSC will apply the following:</p> <p>1. When CSC management decides a financial penalty is the best corrective measure in the disciplinary management of a situation of employee misconduct, the following applies:</p> <p style="padding-left: 20px;">a) For a first offence, an amount of two hundred fifty dollars (\$250) for a Correctional Officer I and of two hundred seventy dollars (\$270) for a Correctional Officer II, which represent one (1) day of pay.</p> <p>2. When CSC management decides to apply a financial penalty as a corrective measure for subsequent offences of misconduct, the following higher financial penalties may apply:</p> <p style="padding-left: 20px;">a) For a second offence, an amount of five hundred dollars (\$500) for a Correctional Officer I and of five hundred forty dollars (\$540) for a Correctional Officer II, which represent two (2) days of pay,</p> <p style="padding-left: 20px;">b) For a third offence, an amount of seven hundred fifty dollars (\$750) for a Correctional Officer I and of eight hundred ten dollars (\$810), which represent three (3) days of pay,</p> <p style="padding-left: 20px;">c) For a fourth offence, an amount of one thousand dollars (\$1000) for a Correctional Officer I and of</p>	<p>For the purpose of these provisions, CSC will apply the following:</p> <p>1. When CSC management decides a financial penalty is the best corrective measure in the disciplinary management of a situation of employee misconduct, the following applies:</p> <p style="padding-left: 20px;">a) For a first offence, an amount of two hundred fifty dollars (\$250) for a Correctional Officer I and of two hundred seventy dollars (\$270) for a Correctional Officer II, which represent one (1) day of pay.</p> <p>2. When CSC management decides to apply a financial penalty as a corrective measure for subsequent offences of misconduct, the following higher financial penalties may apply:</p> <p style="padding-left: 20px;">a) For a second offence, an amount of five hundred dollars (\$500) for a Correctional Officer I and of five hundred forty dollars (\$540) for a Correctional Officer II, which represent two (2) days of pay,</p> <p style="padding-left: 20px;">b) For a third offence, an amount of seven hundred fifty dollars (\$750) for a Correctional Officer I and of eight hundred ten dollars (\$810), which represent three (3) days of pay,</p> <p style="padding-left: 20px;">c) For a fourth offence, an amount of one thousand dollars (\$1000) for a Correctional Officer I and of</p>	<p>We have agreed to adjust the fines to the rates of pay in the current collective agreement.</p> <p>The CSC has demonstrated no intention of depriving itself of the ability to use fines for discipline.</p>

<p>one thousand eighty dollars (\$1080) for a Correctional Officer II, which represent four (4) days of pay.</p> <p>3. In the case of severe misconduct at anytime, if CSC decides that the most appropriate sanction for a disciplinary offence is a financial penalty, the maximum that may be imposed is one thousand dollars (\$1000) for a Correctional Officer I and of one thousand eighty dollars (\$1080) for a Correctional Officer II, which represent four (4) days of pay. In this circumstance, the graduated scale of financial penalties does not apply.</p> <p>4. Moreover, the use of financial penalties as disciplinary measures must be done in conformity with article 17.09 of the collective agreement and the Treasury Board Guidelines for Discipline.</p>	<p>one thousand eighty dollars (\$1080) for a Correctional Officer II, which represent four (4) days of pay.</p> <p>3. In the case of severe misconduct at anytime, if CSC decides that the most appropriate sanction for a disciplinary offence is a financial penalty, the maximum that may be imposed is one thousand dollars (\$1000) for a Correctional Officer I and of one thousand eighty dollars (\$1080) for a Correctional Officer II, which represent four (4) days of pay. In this circumstance, the graduated scale of financial penalties does not apply.</p> <p>4. Moreover, the use of financial penalties as disciplinary measures must be done in conformity with article 17.09 of the collective agreement and the Treasury Board Guidelines for Discipline.</p> <p><u>CSC will not impose financial penalties as a disciplinary measure.</u></p>	
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CURRENT GLOBAL AGREEMENT	AMENDMENT	NOTES
III-B - STAFFING PROCESS		
<p>For the purpose of these provisions, CSC will apply the following:</p> <p>For the purposes of staffing, including competitive staffing processes, any document or written statement related to discipline shall not be used as the sole reason for a staffing action.</p>	<p>For the purpose of these provisions, CSC will apply the following:</p> <p>For the purposes of staffing, including competitive staffing processes, any document or written statement related to discipline or attendance shall not be used as the sole reason for a staffing action.</p>	Withdrawn.

CURRENT GLOBAL AGREEMENT	AMENDMENT	NOTES
III-C - SUSPENSION DURING AN INVESTIGATION		
<p>(...) 2. However in circumstances where local management is satisfied that the continued presence of an employee presents a serious or immediate risk to staff inmates, the public, or the reputation of CSC, the employee can be suspended without pay until the conclusion of the investigation and a decision has been rendered on the status of the employee. (...)</p>	<p>(...) 2. However in circumstances where local management is satisfied that the continued presence of an employee presents a serious or immediate risk to staff inmates, the public, or the reputation of CSC, the employee can be suspended without out pay until the conclusion of the investigation and a decision has been rendered on the status of the employee. (...)</p>	<p>CSC recognizes that its management of suspension without pay is faulty and has indicated that it will counter-propose on this issue.</p>

CURRENT GLOBAL AGREEMENT	AMENDMENT	NOTES
IV-A - LABOUR RELATIONS COMMITTEES (REFERENCE: ARTICLE 19)		
<p>6. Meeting guidelines</p> <p><u>3. At the local level:</u></p> <p>i. For Management</p> <p> 1) Institutional Warden and other representatives</p> <p>ii. For the Union</p> <p> 1) Local President</p> <p> 2) Local Vice-President</p> <p> 3) Local Secretary</p> <p> 4) Local Grievance Officer</p> <p> 5) Union stewards</p>	<p>6. Meeting guidelines</p> <p><u>At the local level :</u></p> <p>i. For Management Institutional Warden and other representatives</p> <p>ii. For the Union</p> <p> 1) Local president</p> <p> 2) Local vice-president</p> <p> 3) Local secretary</p> <p> 4) Local Grievance Officer</p> <p> 5) Union Stewards</p> <p> 6) Union staff representatives or a national or regional executive officer</p> <p>iii. In cluster sites</p> <p> 1) The two (2) local presidents</p>	<p>We have agreement on the composition of labour relations committees at clustered sites. There will continue to be representation from both locals.</p>

<p>6) Union staff representatives or a national or regional executive officer [...]</p> <p>b) Leave With Pay [...] <u>At the local level:</u> The CSC shall maintain the salary of four (4) employees who participate in local Labour Relations Committee meetings.</p>	<p>2) The two (2) local vice-presidents 3) The two (2) local secretaries 4) The two (2) local Grievance Officers 5) Union Stewards 6) Union staff representatives or a national or regional executive officer</p> <p>b) Leave With Pay [...] <u>At the local level:</u> The CSC shall maintain the salary of four (4) employees who participate in local Labour Relations Committee meetings.</p>	
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CURRENT GLOBAL AGREEMENT	AMENDMENT	NOTES
IV-F - DAY CARE IN THE WORKPLACE PROGRAM		
	<p><u>Six months after the signature of the collective agreement, a joint committee will be put in place to evaluate and develop the possibility of a day care program adapted to the correctional officers' reality. Two persons designated by the union will sit on this joint committee. Employees attending meetings of this committee are considered to be present at work.</u></p>	<p>CSC invites the union to discuss this matter in another forum rather than at the Global Agreement table.</p>