



Correctional Service
Canada

Service correctionnel
Canada



SAFETY, RESPECT
AND DIGNITY
FOR ALL

LA SÉCURITÉ,
LA DIGNITÉ
ET LE RESPECT
POUR TOUS

**GLOBAL AGREEMENT
BETWEEN
CORRECTIONAL SERVICE CANADA (CSC)
AND
THE UNION OF CANADIAN CORRECTIONAL OFFICERS -
SYNDICAT DES AGENTS CORRECTIONNELS DU CANADA - CSN
(UCCO-SACC-CSN)**



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PREAMBLE

Following extensive discussion and exchange of information, the Correctional Service Canada (CSC) and the Union of Canadian Correctional Officers (UCCO-SACC-CSN) are pleased to have reached a global agreement on the two-tier issues.

The provisions of this global agreement are intended to clarify the application of certain provisions of the Correctional Officers (CX) Collective Agreement. For ease of reference only, any corresponding articles and clauses contained in the collective agreement have been identified.

It is understood that the provisions contained in this global agreement are not subject to grievances but rather to a distinct dispute resolution process. The present agreement shall come into effect with the signing of the new collective agreement and shall continue to be in effect until the signing of the next new agreement.

Notwithstanding the commitment of the parties, at any time during the application of the Global Agreement, either party may give notice to re-open discussions on certain section(s) by way of written notice to the other party outlining the reasons for their desire to re-visit the clarifications and/or commitments undertaken. Such re-opener situations shall be exceptional circumstances and should relate to significant operational or application challenges.

Such re-opener notice will thereafter activate a requirement to meet and discuss the matter within 30 days.

CSC and UCCO-SACC-CSN are committed to a consistent, open and transparent application of these provisions for enhanced correctional operations.

PART I - LEAVE

I-A - LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS (REFERENCE: ARTICLE 14)

For the purpose of these provisions, CSC will apply the following:

1. An employee shall submit his or her leave request at least ten (10) days in advance and CSC will grant the leave.
2. CSC may deny or cancel the leave request at any time in order to respond to institutional operational requirements.
3. An operational requirement is defined as:
 - a) An emergency situation caused by an escape or attempted escape, riot, hostage taking, or major disturbance; or
 - b) An immediate situation which endangers the life, safety, or health of employees, inmates or the public, and has a significant impact on the requirement for employees.
4. If an employee submits his or her leave request less than ten (10) days in advance, CSC may grant the leave if the authorized post requirements can be met at the time of the request.

I-B - VACATION LEAVE WITH PAY (REFERENCE: ARTICLE 29.07)

For the purpose of these provisions, CSC will apply the following:

1. The CSC shall grant leave to employees in accordance with the conditions stipulated in this section as follows:
 - a) when requested by an employee, at least two (2) consecutive weeks of vacation leave during;
 - i. the summer period, i.e. between June 1st and August 31st, provided that the employee so requests before April 1st of the fiscal year;
 - ii. any additional periods so specified by agreement below pursuant to section 4, provided the employee so requests in accordance with section 6 below.
 - b) when requested by an employee, at least two (2) consecutive weeks of vacation leave during any period outside the agreed upon periods set out below in section 4 or by local agreement.

2. As stated in the Correctional Officers (CX) Collective Agreement "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."
3. Vacation dates shall be chosen by any system agreed to at the local level prior to March 1st of each year or if agreement cannot be reached, the default process will be based on the years of service from the time an employee initially became a Correctional Officer.
4. In reference to Article 29.12 with respect to the minimum number of Correctional Officers at each level who may be granted vacation leave at the same time in each institution, the Employer has committed, in light of operational service requirements, to granting the following levels of vacation at the same time during the following identified periods at each classification level:
 - a) for the period between June 1st and August 31st each year (12-week period), 9% of the total complement of staff at each classification level;

and
 - b)
 - (i) for a two (2) week period in December (Holiday Season) and a one (1) week period for spring break, to be determined each year at the local level, 9% of the total complement of staff at each classification level;
 - (ii) for an additional five (5) weeks of seven (7) day periods as determined by the local level, 9% of the total complement of staff at each classification level.
 - c) for all other periods of the vacation year not identified in 4. a) or 4. b), 4% of the total complement of staff at each classification level;
 - 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.
5. The parties agreed that where operational requirements permit, sites can consider requests from employees for annual leave even where Global Agreement annual leave commitments have been already authorized provided there is no overtime cost to CSC.

Where such requests have been properly made, managers are responsible to ensure they provide a response to the employee no later than 24 hours prior to the day requested.

6. Prior to the end of September each year, the parties shall meet to establish the additional periods of vacation granting pursuant to 4.b) above for the coming fiscal year. Notice of the

agreed upon additional periods will be communicated to the site staff by way of bulletin board notice in order to permit employees to submit their requests for vacation for consideration in accordance with those periods specified in section 4 above. The deadlines to submit vacation requests are as follows:

Vacation Period	Request Deadline
June 1 st to August 31 st	April 1 st
September 1 st to December 31 st	July 1 st
January 1 st to March 31 st	October 30 th

The list of approved employee requests for the allotted vacation periods shall be posted one month in advance of the period so specified in section 4 in relation to the additional eight (8) weeks.

7. An employee who has not made his or her vacation choices by the stipulated dates may choose to take his or her vacation at any time during the year provided the identified allocations above have not been exceeded. However, such an employee may not use his or her years of service, where such a priority system is in place, to displace an employee who has already chosen his or her vacation period at the time stipulated for making vacation choices.
8. CSC shall notify the employee within a week of the end of the period for choosing vacations if his or her requested leave cannot be allowed. This notice shall be given in writing. The employee shall then be able to make another choice of dates for vacation leave.
9. Recall from Vacation Leave with Pay
(REFERENCE: ARTICLE 29.15)

CSC will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay. An employee who has left on paid vacation leave may only be called back to work by CSC in the event of a penitentiary emergency such as an escape or an escape attempt, a riot, hostage taking, a major disturbance or crisis situation.

10. Acting Employees

- a) Correctional Officers who are acting in higher Correctional Officer levels shall sign up for their annual vacation leave on the list pertaining to their acting position.
- b) Correctional Officers who are assigned to other functions (acting, on assignment or other) shall sign up for their annual vacation leave on the list pertaining to their assigned position.
- c) Correctional Officers who occupy a Correctional Manager position shall sign up for their annual vacation leave on the list pertaining to Correctional Managers.

- d) Correctional Officers who become acting Correctional Managers after having chosen their vacation leave, shall have their choice of vacation leave transferred to the list pertaining to Correctional Managers. The foregoing weeks of vacation leave that are thus freed up shall then become available.
- e) Correctional Officers who occupy a Correctional Manager position and who return to their position as a Correctional Officer shall keep the vacation leave dates chosen at the time they were in the Correctional Manager position.

***I-C - OTHER LEAVE WITH OR WITHOUT PAY
(REFERENCE: CLAUSE 30.14)***

For the purpose of these provisions, CSC will apply the following:

Court Leave

As stated in the Correctional Officers (CX) Collective Agreement "The Employer shall grant leave with pay to an employee for the period of time he or she is required:

- a) to be available for jury selection;
- b) to serve on a jury;
- c) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,
 - or
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it."
- d) In situations covered by clause 30.14, an employee who is assigned to the evening or midnight shift on the day he or she is required shall be considered to be on the day shift.

- e) In such a case as described in paragraph d) above, CSC will ensure that the employee receives at least twelve (12) hours of rest either before the start of the day required or following completion of the day. The employee will indicate to CSC his or her preference for the period of at least twelve (12) hours of rest.
- f) To facilitate the replacement of an employee summoned as per clause 30.14, the employee will normally advise CSC of the appearance ten (10) days in advance.

I-D - INJURY-ON-DUTY LEAVE
(REFERENCE: CLAUSE 30.15)

In recognition that the Treasury Board of Canada Secretariat policy applies pursuant to the collective agreement provision, CSC will apply the following as it relates to the determination of conversion to Worker's Compensation Board (WCB) direct pay:

1. For all cases of employees on injury on duty leave, the definition of a "reasonable period" is not limited to any specific number of days (e.g. 130). However, it is also not unlimited and such entitlements remain subject to regular and ongoing case reviews.
2. While regular and ongoing case reviews are to be undertaken, two specific mandatory review periods are required during any period of approved IODL. The first is to take place 130 days following the date of injury on duty and the second is to take place two (2) years following the date of injury on duty.
3. For the purposes of managing return to work employees who are injured on duty, minimally:
 - a. All institutions will have a joint union-management committee in place to review and advise on the return to work of all injured employees;
 - b. Each region will have a joint union-management committee in place to oversee and advise on the return to work of all injured employees who have been off duty for more than six (6) months;
 - c. A national committee comprised of union and management representatives will review all cases of injured workers who have not returned to work after twelve (12) months.

**** Transitional Application:**



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Where employees are on IODL as of the date of signing of the Global Agreement, a special case review will be undertaken. Where transfer to WCB direct pay is deemed appropriate, the employee will be provided with 2 weeks' notice prior to the transfer being effected.

PART II - WORKING CONDITIONS

II-A - EMPLOYEE REPRESENTATIVES (REFERENCE: ARTICLE 8)

For the purpose of these provisions, CSC will apply the following:

At the 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 the Regional Vice-President. Such agreements shall be aligned with the term of that Union representative's mandate and remain in effect only for so long as he or she holds said union office. Said agreements may be terminated at any point by joint agreement of the Warden and the Union.

II-B - SLOW ROTATION POSITIONS

For the purpose of these provisions, CSC will apply the following:

1. Slow rotation posts are defined as those posts where a level of continuity and consistency in operations is required for a prolonged period of time. Slow rotation posts include, but are not limited to, admissions and discharge, visits and correspondence, segregation unit and principal entrance.
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.
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.

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.

4. An employee who has already been assigned to any slow rotation post cannot invoke his or her years of service over any other applicant who has not been yet assigned to any slow rotation post. He or she may only be assigned to the post if he or she is the only applicant.
5. Normally, slow rotation post assignments will be for a twenty-four (24) month period.

6. In individual exceptional cases, the Warden and Local President may agree, in writing, that a slow rotation post may be awarded to an employee without being posted and without taking into account his or her years of service.
7. The above protocols with respect to slow rotation posts shall apply to management approved "construction" activity posts except that such post assignments may be for the duration of the construction activity (i.e. more than 2 years).

II-C - DEPLOYMENT AT THE EMPLOYEE'S REQUEST

For the purpose of these provisions, CSC will apply the following:

1. An employee who wishes to be deployed to a position at another institution for which he or she meets all the position requirements shall make a request for deployment within the CSC CS Deployment System in accordance with the HR Bulletin on CX Deployment and the system shall provide notice to his or her Warden and potential receiving Warden(s) based on the locations requested.
2. This deployment request is granted to the employee as soon as a position is available in the requested institution provided that the employee meets all the requirements of the position and has normally:
 - a) completed more than 24 continuous months of service in their initial CTP assignment;
and
 - b) not been deployed to an institution under this protocol in the preceding 24-month period.

An employee who has previously deployed within the preceding 24 months will be considered eligible only for deployment back to the last institution he or she came from, provided there is no cost to the Employer.

3. Normally, an employee's request for a deployment will be granted as a priority over the hiring of a new employee 10 weeks prior to the commencement of the Correctional Training Program (CTP).

Notwithstanding, where exceptions may arise, the parties agree to meet and consult on such matters.

4. In exceptional cases, where a Warden decides to fill a vacancy with a CTP recruit or fill the position by way of promotion or demotion, the Warden shall provide the employee who requested deployment at the site with written reasons for the decision subject to the privacy protections of other employees.

5. The Regional President may request that the Regional Deputy Commissioner review the decision, if the employee who requested deployment to the site is not satisfied with the reasons provided by the Warden.
6. If more than one employee requests a deployment to the same institution, the deployment will be granted among the employees, at level of the available position, who meet the requirements, in order of years of experience, beginning with the employee with the most years of experience/service as a Correctional Officer.

Where such an assessment of the years of experience/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.

7. For the purpose of a request for deployment under this agreement and in order to facilitate deployment of employees between women and men's institutions, the completion of any of the following training courses shall not be considered as a requirement of the position. The required training indicated below should however be provided to the employee in accordance with the National Training Standards.

Training courses:

- a) Women Centered Training
- b) Firearms

II-D - ACTING APPOINTMENTS

For the purpose of these provisions, CSC will apply the following:

Acting appointments and assignments will be made in accordance with CSC's Bulletin on Acting Appointments, as amended from time to time.

**II-E - HEALTH AND SAFETY
(REFERENCE: ARTICLE 18)**

For the purpose of these provisions, CSC will apply the following:

The Employer shall ensure that the health and safety at work of every employee employed by the Employer is protected (ref. Article 124 of the *Canada Labour Code* Part II).

1. The rules provided for in the *Canada Labour Code* Part II, as well as its regulations, shall govern the Local, Regional and National Joint Occupational Health and Safety Committees. In addition to these rules, the parties agree to the following:

- At least one (1) representative of UCCO-SACC-CSN participates in the Joint Occupational Health and Safety Committee at each of the levels (national, regional, local).
2. The employees who sit on the Joint Occupational Health and Safety Committee at the various levels are entitled to take the time required, during their regular working hours:
 - a) To perform their committee functions, more particularly to attend meetings, participate in the work and investigations of the committee;
 - b) For the purposes of preparation and travel, as authorized by both chairpersons of the committee.
 3. The employees shall be compensated for the functions described in a) and b) above whether performed during or outside the representatives' regular working hours at the employees' regular rate of pay or premium rate of pay, as specified in the collective agreement or, if there is no provision in the collective agreement, in accordance with the Employer's policy.
 4. CSC immediately informs the local of any workplace accident involving a Correctional Officer.
 5. The list of official health and safety representatives of the local is provided by the Local President or his or her designated representative to the Warden, and any change made to the list is immediately brought to his or her attention.
 6. For the purposes of this article, the local union health and safety representative is defined as a Correctional Officers' union representative.
 - 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;

*Note: Investigations in the clustered 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 within a reasonable period, in which case a local union health and safety representative from the broader site may be called upon.

- b) The local union health and safety representative may request to the local OSH Committee or the Warden of the institution that workplaces be investigated or propose recommendations with a view to preventing accidents and reducing hazards and risk factors;
 - c) The local union health and safety representative receives all reports on all the investigations completed, as well as all documents pertaining to health and safety given to the CSC that relate to Correctional Officers, while respecting legislation governing access to information.

7. It is agreed that the following subjects will be part of the agenda of the Local Joint Occupational Health and Safety Committee:
 - a) The list of hospitals that are to be used under the protocol for management of infectious diseases (managing exposure to blood and/or bodily fluids);
 - b) The ability of identified hospitals to continue to provide treatment to employees exposed to blood or body fluids;
 - c) The condition and maintenance of the institution's ventilation system;
 - d) Identification of sources of potential hazards;
 - e) The availability, good working condition and appropriateness of protective equipment for employees.
8. The Local Joint Health and Safety Committee may request from CSC any information that the Committee considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities. The Committee shall participate in any consultation that may be necessary with persons who are professionally or technically qualified to advise the Committee on Health and Safety matters.
9. Provided notice is given in advance to the co-chairs of the Local Joint Occupational Health and Safety Committee, an outside advisor who is not an employee of the workplace may participate in the committee meeting.
10. The CSC must forward an employee's claim and all relevant documentation to the Workers' Compensation authority within the legally defined period by the respective provincial/territorial authorities (see table).

Table - Workers' Compensation Provincial/territorial authorities

Province	Commission	Time limit to report an accident
New Brunswick	WHSCC	3 days
Nova Scotia	WCB	5 days
Prince Edward Island	WCB	3 days
Newfoundland and Labrador	WHSCC	3 days
Quebec	CNESST	24 hours
Ontario	WSIB	3 days
Manitoba	WCB	5 days
Saskatchewan	WCB	5 days
Alberta	WCB	72 hours
British Columbia	WCB	3 days

Northwest Territories/Nunavut	WCB	3 days
Yukon	WCHSB	3 days

11. The CSC shall keep an up-to-date log of work accidents. This log shall be made available to Union members of the Health and Safety Committee.
12. Provided that it has the employee's informed and written consent, the Union must have access to medical records in the CSC's possession, including any expert medical opinion.
13. If an employee informs the CSC that he or she has been bitten, scratched, pricked or been in contact with an inmate's body fluids, the CSC will seek the informed and written inmate's consent to disclose any information about infectious or contagious diseases to the physician of the employee.

14. Regional Joint Occupational Safety and Health Committee

The Union appoints official regional representatives to the Regional Joint Occupational Safety and Health Committee as follows:

- a) Atlantic Region - one (1) representative;
- b) Quebec Region - two (2) representatives;
- c) Ontario Region - two (2) representatives;
- d) Prairie Region - two (2) representatives;
- e) Pacific Region - one (1) representative.

15. National Safety and Security Committee

- a) In addition to the National Health and Safety Policy Committee (NHSPC), where all unions are represented, the CSC and the Union agree to set up a National Safety and Security Committee for Correctional Officers.
- b) The committee shall be composed of CSC managerial representatives and six (6) union representatives. Committee members may be replaced by alternates.
- c) The committee shall be chaired by two (2) co-chairpersons, one (1) representing the CSC and one (1) representing the Union.
- d) The co-chairs shall be responsible for giving notice of meetings and preparation of the agenda.

- e) The committee shall meet during regular working hours every six (6) months, or at any other time agreed upon by the parties.
- f) The union representatives attending these meetings shall be deemed to be present at work.
- g) The mandate of the National Safety and Security Committee is to discuss and identify solutions to any specific issues affecting the safety and security of Correctional Officers. The National Safety and Security Committee may also create subcommittees as it deems fit.
- h) The National Safety and Security Committee will formally in writing provide the National Health and Safety Policy Committee (NHSPC) a record of all decisions taken and bring any relevant safety and security issues to its attention.

II-F - TRAVELLING TIME
(REFERENCE: ARTICLE 27)

For the purpose of these provisions, CSC will apply the following:

1. In application of clause 27.06 of the collective agreement, CSC and the Union agree on the following list of courses and training sessions:
 - a) sensitivity training regarding cultural differences;
 - b) computer courses;
 - c) training for members of the emergency team;
 - d) training to become an instructor;
 - e) training pertaining to organized crime;
 - f) case management training;
 - g) employee assistance program (EAP) and Critical Incident Stress Management (CISM) training;
 - h) informal conflict management training;
 - i) harassment policy training;
 - j) dog handler training;
 - k) all training that is part of the “National Training Standards”;
 - l) pre-retirement course.

2. The present list is amended by the National Training Committee as required. It is understood that participation to these courses and training sessions must be previously authorized by CSC.

II-G - INMATE ESCORTS
(REFERENCE: APPENDIX D)

For the purpose of these provisions, CSC will apply the following for all maximum and medium security male inmates:

1. All security escorts outside of an institution will be performed by at least two (2) armed Correctional Officers.
2. The CSC policy on security escorts governs all situations where a firearm is issued to a Correctional Officer for an escort.
3. Only Correctional Officers who have a current firearms qualification in accordance with the National Training Standards can perform armed escorts.
4. Before each escort of an inmate with a current classification of maximum or medium security, a standardized risk assessment shall be completed prior to the escort. The Correctional Officers escorting the inmate shall be provided a copy of the risk assessment.
5. In circumstances where there is a group of inmates with different security classifications on an escort, the highest classification level or the most significant risk assessment determines if the escorting Correctional Officers will be armed.

The following principles apply to security escorts of female inmates:

6. Before each escort of a female inmate with a current classification of maximum or medium security, a standardized risk assessment shall be completed seventy-two (72) hours prior to the escort. The Correctional Officer(s)/Primary Worker(s) escorting the inmate shall be provided with a copy of the risk assessment.
7. The assessment will consider the level of supervision and the security equipment which should be used during the escort, based on an objective assessment of risk, including:
 - a) the inmate's physical and mental health;
 - b) the inmate's demonstrated behaviour and characteristics;
 - c) the purpose and destination of the escort, mode of travel and time in transit;

d) intelligence information.

8. The use of an armed escort may only be considered where the standardized risk assessment indicates that there are reasonable grounds to believe that a serious threat to the safety of staff, the public or the offender exists. In circumstances where an armed escort is deemed warranted, arrangements will be made for the inmate to be escorted by the police or by two (2) armed Correctional Officers who have a current firearm qualification in accordance with the National Training Standards.

II-H - BLOCK TRAINING

1. The parties agree that in order to effectively manage the delivery of all training requirements to Correctional Officers within the course of a fiscal period, such training activities will need to be bundled into “blocks” of activities and be deemed to be an integrated part of each employee’s normal scheduled work. Normally such training blocks will be for periods of five (5) to ten (10) days in duration.
2. As a result, the Employer has agreed to identify such block requirements for each employee at the start and mid-point of the fiscal year and include such training shift requirements as part of their respective posted schedules of work at least six (6) calendar weeks prior to the actual training activities.
3. Upon posting of this training block within the employee’s schedule of work in SDS, the employee will have seven (7) calendar days to notify management in writing of any potential conflict with the posted schedule of training activities and to request an alternate block to complete their training requirements. Requests to change the scheduled training periods will only be considered once during the period of the fiscal year.
4. Where such a conflict exists and timely notice has been given to management, efforts will be undertaken to identify an alternate training period for the employee to complete the block of training.
5. Where such change in the scheduled training can be managed within the fiscal training activities for the site, the employee will be advised of the alternate block option that can be offered. Where the employee agrees to the alternate block, a subsequent schedule change (as per the employee’s agreement) will be made providing as much advance notice as possible but not less than 48 hours in advance.
6. Where there may not be an alternate option or where the employee chooses to maintain the originally scheduled training, the employee will be advised no less than four (4) weeks prior to the block training activity that the original scheduled block remains part of their schedule of work obligations.

***II-I - NEGOTIATOR - IERT ALLOWANCE
(REFERENCE: ARTICLE 43.05)***

The allowance entitlements for IERT shall apply to negotiators as well when they are called as part of the response team.

***II-J - OVERTIME HIRING
(REFERENCE: ARTICLE 21.10)***

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 3 hours duration. When another employee is hired, the hiring manager shall record the rationale for the decision at the time of hiring.

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.

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 employee shall be given priority for the next overtime opportunity for which they are qualified and available.

***II-K – NOTICE PERIOD FOR A CHANGE OF SHIFT
(REFERENCE: APPENDIX H)***

CSC and the Union agree to the following:

1. A project shall be undertaken at each worksite across CSC, and shall apply to all Correctional officers who are required to work a shift schedule. This project is limited to the application of paragraph 21.03 d), as contained in the collective agreement signed on the 20th day of February, 2018.
2. For the duration of the project, an employee whose regularly scheduled shift is changed, pursuant to subparagraph 21.02 (b)(ii), without ninety-six (96) hours notice, shall be compensated at the rate of time and three-quarters ($1\frac{3}{4}$) 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 rate of pay.

PART III – DISCIPLINARY MEASURES

III-A - DISCIPLINE ***(REFERENCE: ARTICLE 17)***

For the purpose of these provisions, CSC will apply the following:

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:
 - a) For a first offence, an amount of two hundred and seventy dollars (\$270) for a CX-01 and of two hundred and eighty-five dollars (\$285) for a CX-02 and three hundred and ten dollars (\$310) for a CX-03, which represent one (1) day of pay.
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:
 - a) For a second offence, an amount of five hundred and forty dollars (\$540) for a CX-01 and of five hundred and seventy dollars (\$570) for a CX-02, and of six hundred and twenty dollars (\$620) for a CX-03, which represent two (2) days of pay,
 - b) For a third offence, an amount of eight hundred and ten dollars (\$810) for a CX-01 and of eight hundred and fifty-five dollars (\$855) for a CX-02, and of nine hundred and thirty dollars (\$930) for a CX-03, which represent three (3) days of pay,
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 eight hundred and ten dollars (\$810) for a CX-01 and of eight hundred and fifty-five dollars (\$855) for a CX-02, and of nine hundred and thirty dollars (\$930) for a CX-03, which represent three (3) days of pay. In this circumstance, the graduated scale of financial penalties does not apply.
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.

III-B - STAFFING PROCESS
(REFERENCE: ARTICLE 17.09)

For the purpose of these provisions, CSC will apply the following:

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.

III-C - SUSPENSION DURING AN INVESTIGATION
(REFERENCE: ARTICLE 17)

For the purpose of these provisions, CSC will apply the following:

1. When an employee is the subject of an investigation and a decision has been made by local management to remove him or her from his or her post or duties, or to temporarily re-assign him or her to another post or work location, the employee is designated as being on administrative duties with pay until such time as the investigation is complete and a decision has been rendered on the status of the employee.
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.
3. In such case as identified in 2) above, local management shall review every three (3) weeks the status of the investigation and consider the possibility of reinstatement within a reasonable period of time provided there is no longer a serious or immediate risk. Every three (3) weeks the local management will inform the employee in writing of the decision with the applicable reasons. The reasons must be sufficient enough to allow the employee to understand the rationale for the decision.
4. The national union representatives may engage in a dialogue with the appropriate management representatives at the national level when administrative issues arise in the disciplinary process.

PART IV – JOINT LABOUR MANAGEMENT COMMITTEES

IV-A - LABOUR RELATIONS COMMITTEES (REFERENCE: ARTICLE 19)

For the purpose of these provisions, CSC will apply the following:

1. Preamble

The CSC and the Union consider that it is in their interest for labour relations committees to meet at the local, regional and national levels to discuss and consult on any matter of mutual interest.

2. Operating principles

The parties consider that management-union relations are based in part on the following principles:

- a) mutual respect, fairness, professionalism, inclusiveness and accountability;
- b) problem-solving at the lowest possible level.

3. Meetings

- a) The meeting schedule is established jointly by a CSC representative and a union representative.
- b) Any topic of interest proposed by either party may be the subject of a meeting.
- c) The agenda for this Committee's meeting is prepared by a CSC representative and a union representative. The agenda at the national level is normally prepared two (2) weeks prior to the meeting. For the regional and local levels, the agenda is normally prepared one (1) week prior to the meeting.
- d) The parties will jointly sign the follow-up action plan prepared after each meeting.

4. The Labour Relations Committee may discuss and settle the matters that are submitted to it.

5. Responsibilities of the Labour Relations Committee

At the national level:

- a) Discuss any matter submitted by either party;
- b) Discuss matters referred to it by regional labour relations committees;
- c) Discuss matters for which responsibility lies with the National Committee, policy matters or matters with repercussions at the national level;
- d) Refer discussion of specific matters for which the National Committee would normally have jurisdiction to the regional level;
- e) Strike working sub-committees when necessary.

At the regional level:

- a) Refer discussion of specific matters for which the Regional Committee would normally have jurisdiction to the local level;
- b) Discuss any matter submitted by either party;
- c) Strike working sub-committees when necessary;
- d) Discuss matters referred to it by local committees.

At the local level:

- a) Discuss any matter submitted by either party;
- b) Strike working sub-committees when necessary.

6. Meeting guidelines

a) Composition

The Labour Relations Committees shall be composed as follows. Furthermore, all persons mentioned hereinafter may be replaced by a substitute.

1. At the national level:

i. For Management

- 1) CSC Commissioner and other representatives

ii. For the Union

- 1) National President
- 2) Two (2) national vice-presidents and the five (5) regional presidents
- 3) Union staff representatives

2. At the regional level:

i. For Management

- 1) Regional Deputy Commissioner and other representatives

ii. For the Union

- 1) Regional President
- 2) Regional Vice-President
- 3) Regional Secretary-Treasurer
- 4) Regional Status of Women Coordinator
- 5) Presidents of locals in each institution
- 6) Union staff representatives or a national executive officer

3. At the local level:

i. For Management

- 1) Institutional Warden and other representatives

ii. For the Union

- 1) Local President
- 2) Local Vice-President
- 3) Local Secretary
- 4) Local Grievance Officer
- 5) Union stewards
- 6) Union staff representatives or a national or regional executive officer

iii. For the Union at clustered sites

- 1) Two (2) Local Presidents
- 2) Two (2) Local Vice-Presidents
- 3) Two (2) Local Secretaries
- 4) Two (2) Local Grievance Officers
- 5) Union Stewards
- 6) Union staff representative or a national or regional executive officer

b) Leave With Pay

At the national level:

CSC shall maintain three (3) days of salary for the employees mentioned in article a)1-ii who participate in meetings of this committee. In these three (3) days is included time for travel (if required), preparation and follow-up from the meeting.

At the regional level:

CSC shall maintain two (2) days of salary for the employees mentioned in article a)2-ii who participate in meetings of this committee. In these two (2) days is included time for travel (if required), preparation and follow-up from the meeting.

At the local level:

CSC shall maintain the salary of four (4) employees who participate in local Labour Relations Committee meetings.

For clustered sites, CSC shall maintain the salary of six (6) employees who participate in local Labour Relations Committee meetings.

c) Frequency of Meetings

Official meetings of the national, regional or local Labour Relations Committee are held at least eight (8) times a year, on dates agreed upon by the CSC and the Union.

7. CSC and the Union agree to respect the existing protocol in regards to Regional Labour Management Committee meetings in the Prairie region given its geographic particularities. At the request of either party, the protocol may be reviewed for modification or amendment.

IV-B - GRIEVANCE COMMITTEES
(REFERENCE: ARTICLE 20)

For the purpose of these provisions, CSC will apply the following:

1. In the spirit of the *Federal Public Sector Labour Relations and Employment Act* and the Informal Conflict Management System concept, CSC and the Union agree to establish a grievance committee in each institution.
 - a) The Grievance Committee must be composed of an equal number of union representatives (including the Local President or his or her designated representative) and CSC management representatives (including the Warden or his or her designated representative).

- b) The Committee meets once a month or as otherwise agreed by both parties.
- c) The Committee's mandate is to discuss problems in the application of the collective agreement as well as any grievances originating from the institution.
- d) During the Grievance Committee meetings, both parties may make use of outside advisors or facilitators.
- e) Employees attending meetings of this Committee are considered to be present at work.

IV-C - UNIFORM COMMITTEE
(REFERENCE: ARTICLE 19)

For the purpose of these provisions, CSC will apply the following:

CSC shall maintain two (2) days of salary for the two (2) employees who participate in meetings of this Committee. In these two (2) days is included time for travel, preparation and follow-up from the meeting.

IV-D - TRAINING COMMITTEE
(REFERENCE: ARTICLE 47)

For the purpose of these provisions, CSC will apply the following:

The Training Committee will meet at least once a year and as often as required. CSC shall maintain two (2) days of salary for two (2) employees who participate in meetings of this Committee. In these two (2) days is included time for travel, preparation and follow-up from the meeting.

IV-E - WORK DESCRIPTION COMMITTEE

For the purpose of these provisions, CSC will apply the following:

1. The Employer and the Union shall form a committee of two (2) Employer representatives and two (2) union representatives for the purpose of:
 - a) Reviewing all current work descriptions for Correctional Officers;
 - b) Reviewing all new work descriptions for Correctional Officers;
 - c) Reviewing any subsequent changes to work descriptions of Correctional Officers.

2. The union's representatives on this committee shall be given leave with pay and shall be deemed to be present at work.

PART V - DISPUTE RESOLUTION

V-A - MEDIATION PROCESS

For the purpose of these provisions, CSC will apply the following:

1. Where there is a disagreement between the parties with regard to the interpretation of this agreement and the parties at the local level have not succeeded in settling this disagreement, the following process shall apply:
 - a) As soon as one is aware of the disagreement, it shall be submitted to the UCCO-SACC-CSN National Executive and to senior CSC management;
 - b) From that point, the parties have thirty (30) days to settle the disagreement;
 - c) At the end of the thirty (30) day period mentioned at point b), if the disagreement continues to exist, the parties will request the immediate intervention of one of the mediators whose name appears on the list established by the parties.
 - d) The meeting with the mediator shall be held within thirty (30) days of the request.
 - e) Should the parties not reach an agreement, the mediator shall make a recommendation to them on the same day of the meeting.
 - f) A list of mediators shall be drawn up by the parties.
2. Where applicable, the costs related to the mediation shall be assumed by the CSC.

**GLOBAL AGREEMENT
BETWEEN
CORRECTIONAL SERVICE CANADA (CSC)
AND
THE UNION OF CANADIAN CORRECTIONAL OFFICERS -
SYNDICAT DES AGENTS CORRECTIONNELS DU CANADA - CSN
(UCCO-SACC-CSN)**

It is understood that the provisions contained in this global agreement are not part of the collective agreement for the CX group and therefore not subject to grievances but rather to a distinct dispute resolution process. The present agreement is valid until the signature of the next collective agreement. However, at any time during the application of this agreement, the parties may discuss its content and modify it if both parties agree.

For CSC:

Don Head
Commissioner

Anne Kelly
Senior Deputy Commissioner

Alain Tousignant
Assistant Commissioner
Human Resource Management

Kevin Snedden
A/Deputy Commissioner – Atlantic

Alessandria Page
Deputy Commissioner – Quebec

Scott Harris
Deputy Commissioner - Ontario

France Gratton
Deputy Commissioner - Prairie

Anuradha Marisetti
Deputy Commissioner – Pacific

Kelly Blanchette
Deputy Commissioner for Women

For UCCO-SACC-CSN:

Jason Godin
National President

Eric Thibault
National Vice-President

Gord Robertson
Second National Vice-President

Jeff Wilkins
Atlantic Regional President

Frédérick Lebeau
Québec Regional President

Robert Finucan
Ontario Regional President

James Bloomfield
Prairie Regional President

Derek Chin
Pacific Regional President

Michel Bouchard
CSN Union Advisor

Ottawa, February 1, 2018