

# Tentative Agreements

presented to the local general assemblies



November 2020



To all UCCO-SACC-CSN members,

We are happy to present the tentative agreements we have concluded this past October with Treasury Board for the Collective Agreement, and with CSC for the Global Agreement. Since the tabling of our negotiation project on March 25, 2019, we have had to overcome several obstacles: a three-month break because of the federal elections, a three-month confinement period because of the COVID-19 pandemic, and several spokesperson changes on the employer side. Six spokesperson changes since 2019 to be exact, including three since June 2020. The last one came on board at the August negotiation sessions.

During this round of negotiations, the Treasury Board and CSC alike tabled some thirty demands aiming to lower our work conditions. We would like to thank you for your mobilization, because it made the employer backtrack on his demands. Here are the main attacks we had to deal with at both negotiation tables:

The employer wanted to:

1. eliminate some of our schedules;
2. extend the discipline timeframe when a member is on leave;
3. remove the lieu time regime on a designated paid holiday (DPH);
4. reduce the number of joint labour relation meetings at the national and regional levels;
5. take away union officers' right to investigate our OHS files;
6. eliminate local executive committees in clustered sites;
7. modify the injury-on-duty leave for WCB direct after 130 days regardless of a RTW;
8. modify Annex D—Inmate Escorts;
9. modify the notion of shift worker;
10. modify our entitlements under “Call back Pay”
11. sign a three-year Collective Agreement.

We collectively chose, for this round of negotiation, to have a targeted negotiation in order to negotiate improvements benefiting the largest number of members as possible. During this round of negotiation, we had to battle the pattern that the TB has negotiated for every public service union. The result before you today is that of 25 negotiation days with Treasury Board and nine meetings with CSC.

During this presentation, you will note that we:

- negotiated articles that will improve the work-family balance;

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- achieved significant change to the disciplinary process;
- achieved a 4-year collective agreement; and
- substantially improved our annual leave plan. We now have one of the best vacation plans in the federal public service, all the while securing fair economic increases to salary.

These agreements are not presented to you today in a triumphalist manner, but rather in a realistic one. Your negotiation committee believes these agreements are most certainly fair, given the political uncertainty we are currently in. This past June, your bargaining team assessed the situation and concluded that we needed to negotiate over the summer and put in all efforts to reach an agreement before a second wave of COVID-19, a government overthrow and, above all, before the tabling of the next federal budget.

In this context, your negotiation committee recommends you vote to adopt the tentative agreements.

Enjoy the debate!

Stronger together,



Jeff Wilkins  
Président national

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**CURRENT COLLECTIVE AGREEMENT**

**TENTATIVE AGREEMENT**

**Article 2: interpretation et definitions**

*NEW*

y. **Correctional Staff Training Officer (CX-3)**

**References to warden:**

**In relation to Correctional Staff Training Officers (CX-03), references to “warden” in this agreement shall be read as director of learning and development.**

**References to institution:**

**In relation to Correctional Staff Training Officers (CX-03), references to “institution” in this agreement shall be read as Training Academy, Centre or Site.**

**Article 11: information**

11.02 The Employer agrees to supply each employee with a copy of the collective agreement in booklet format and makes an effort to do so within one (1) month after receipt from the printer.

**11.02** The Employer agrees to supply ~~each~~ employees with a copy of the collective agreement in booklet format **upon request** and makes an effort to do so within one (1) month after receipt from the printer.

**Article 17: discipline**

*NEW*

**17.10 When an employee is suspended from duty as per clause 17.01, the length of such suspension shall be expressed in hours.**

**Article 21: hours of work and overtime**

**21.03**

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 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.

**21.03**

d. An employee whose regularly scheduled shift is changed, pursuant to subparagraph 21.02(b)(ii), without **ninety-six (96)** ~~forty-eight (48)~~ hours prior notice shall be compensated at the rate of time and three-quarters (1 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.

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**21.07** Except as may be required in a penitentiary emergency, the Employer shall:

- a. 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, and
- b. 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.
- c. In the event that the Employer is unable to grant an employee a meal break, in lieu thereof the employee shall receive an additional one half (1/2) hour of compensation at time and three-quarters (1 3/4).

### **21.10 Assignment of overtime work**

The Employer shall make every reasonable effort:

- a. to allocate overtime work on an equitable basis among readily available qualified employees,
- b. to allocate overtime work to employees at the same group and level as the position to be filled, that is, Correctional Officer 1 (CX-1) to Correctional Officer 1 (CX-1), Correctional Officer 2 (CX-2) to Correctional Officer 2 (CX-2) etc.;

However, it is possible for a local Union to agree in writing with the institutional warden on another method to allocate overtime,  
and

- c. to give employees who are required to work overtime adequate advance notice of this requirement.

## TENTATIVE AGREEMENT

**21.07** Except as may be required in a penitentiary emergency, the Employer shall:

- a. grant a correctional officer a paid thirty (30) minute period, away from his work post, to have a meal **break** within the reserve, for every complete eight (8) hour period,  
and
- b. notwithstanding paragraph (a) above, a correctional officer may exceptionally be required to **take their meal break** ~~eat his or her meal~~ at their work post when the nature of the duties makes it necessary.
- c. In the event that the Employer is unable to grant an employee a meal break, in lieu thereof the employee shall receive an additional one half (1/2) hour of compensation at time and three-quarters (1 3/4).

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The Employer shall make every reasonable effort:

- a. to allocate overtime work on an equitable basis among readily available qualified employees,
- b. to allocate overtime work to employees at the same group and level as the position to be filled, that is, Correctional Officer 1 (CX-1) to Correctional Officer 1 (CX-1), Correctional Officer 2 (CX-2) to Correctional Officer 2 (CX-2), **Correctional Staff Training Officer (CX-3) to Correctional Staff Training Officer (CX-3)**-etc.

However, it is possible for a local Union to agree in writing with the institutional warden on another method to allocate overtime.  
and

- c. to give employees who are required to work overtime adequate advance notice of this requirement.

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## CURRENT COLLECTIVE AGREEMENT

### 21.14 Compensation in cash or leave with pay

- a. Overtime shall be compensated in cash, except that, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
- b. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- c. Compensatory leave with pay not used by the end 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.

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### 21.14 Compensation in **monetary payment** ~~cash~~ or leave with pay

- a. Overtime shall be compensated **with a payment** ~~in cash~~, except that, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
- b. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- c. Compensatory leave with pay not used by the end 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.

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**Article 29: vacation leave with pay**

**Accumulation of vacation leave credits**

**29.02** An employee who has earned at least eighty (80) hours' full pay during any calendar month of a vacation year shall earn vacation leave credits at the following rates provided the employee has not earned credits in another bargaining unit with respect to the same month:

- a. ten (10) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
- b. thirteen decimal three three four (13.334) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- c. fourteen decimal six six seven (14.667) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- d. fifteen decimal three three four (15.334) hours commencing with the month in which the employees seventeenth (17th) anniversary of service occurs;
- e. sixteen decimal six six seven (16.667) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- f. eighteen decimal six six seven (18.667) hours commencing with the month in which the employees twenty-seventh (27th) anniversary of service occurs;

**Accumulation of vacation leave credits**

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- a. ten (10) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
- b. thirteen decimal three three four (13.334) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- c. fourteen ~~decimal six six seven~~ (14.667) hours commencing with the month in which the employee's **fifteenth (15<sup>th</sup>)** ~~sixteenth (16th)~~ anniversary of service occurs;
- d. fifteen decimal three three four (15.334) hours commencing with the month in which the employees **sixteenth (16th)** ~~seventeenth (17th)~~ anniversary of service occurs;
- e. sixteen decimal six six seven (16.667) hours commencing with the month in which the employee's **seventeenth (17th)** ~~eighteenth (18th)~~ anniversary of service occurs;
- f. ~~eighteen decimal six six seven (18.667) hours commencing with the month in which the employees twenty-seventh (27th) anniversary of service occurs;~~



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- g. twenty (20) hours commencing with the month in which the employee’s twenty-eighth (28th) anniversary of service occurs.

**Carry-over provisions**

**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:

- 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 1 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 1;  
or

- g. twenty (20) hours commencing with the month in which the employee’s **twenty-fifth (25<sup>th</sup>)** ~~twenty-eighth (28th)~~ anniversary of service occurs.

**Carry-over provisions**

**29.13** ~~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;~~

- 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;** ~~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 1 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 1;~~  
~~or (language included at 29.13 c.)~~

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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 1. 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.

b. **All vacation leave credits in excess of two hundred forty (240) hours on March 31 shall be automatically paid out at the employee's substantive rate of pay on December 1 of the current fiscal year.** ~~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 1. 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.~~

c. When an employee has requested at least eighty (80) hours of vacation leave in accordance with clause 29.07, **they may request to be paid-out for any** the unused portion of the employee's balance of vacation **which would normally shall be carried-over, as per paragraph 29.13 (a) provided that such request is submitted by December 1.:**

i. With mutual consent between the employee and Employer, ~~paid in cash at the request of the employee~~ **such vacation leave shall be paid out** at the employee's substantive rate of pay on December 1 of the current fiscal year.

**or**

ii. ~~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 1;~~

~~Or~~

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**29.14**

- 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;
- b. All vacation leave credits in excess of two hundred forty (240) hours on March 31 shall be automatically paid out at the employee's daily rate of pay at the employee's substantive rate of pay on December 1 of the current fiscal year.

**29.14**

- 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; (language included at 29.13 a.)~~
- b. ~~All vacation leave credits in excess of two hundred forty (240) hours on March 31 shall be automatically paid out at the employee's daily rate of pay at the employee's substantive rate of pay on December 1 of the current fiscal year. (language included at 29.13 b.)~~

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**Article 30: other leave with or without pay**

**30.03 Maternity allowance**

**30.03 Maternity allowance**

- a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
  - i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,

**30.03 Maternity allowance**

- a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
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  - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,

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- iii. has signed an agreement with the Employer stating that:
  - A. she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
  - B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
  - C. should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the public service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:

- iii. **and** has signed an agreement with the Employer stating that:
  - A. she will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act***, on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
  - B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
  - c. should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the **Public Service** Superannuation Act, she will be indebted to the Employer for an amount determined as follows:

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(allowance received) X (remaining period to be worked following her return to work)  
[total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the Federal Public Sector Labour Relations Act within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

(allowance received) X (remaining period to be worked following her return to work)  
[total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired **within the federal public administration as described in section (A), in any portion of the Core Public Administration as specified in the Federal Public Sector Labour Relations Act** within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
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ii. for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period,  
and

\*\*

iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety three per cent (93%) of her weekly rate of pay, less any other monies earned during this period.

d. At the employee's request, the payment referred to in subparagraph 30.03(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.

e. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she

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may be required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Québec.

- f. The weekly rate of pay referred to in paragraph (c) shall be:
  - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
  
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
  
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.

she may be required to repay pursuant to the Employment Insurance Act or the *Act Respecting Parental Insurance* ~~Parental Insurance Act~~ in Québec.

- f. The weekly rate of pay referred to in paragraph (c) shall be:
  - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
  
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
  
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.

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- i. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- j. Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

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**Article 30: other leave with or without pay**

**30.05 Parental leave without pay**

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- a. Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
  
- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order

**30.05 Parental leave without pay**

- a. Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for **either:**
  - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (**standard option**),
  - or
  - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (**extended option**),beginning on the day on which the child is born or the day on which the child comes into the employee's care.
  
- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order

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**30.05 Parental leave without pay**

under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

- c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two (2) periods.
- d. Notwithstanding paragraphs (a) and (b):
  - i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
  - or
  - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for either:

- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period **(standard option),**
- or
- ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),**

beginning on the day on which the child comes into the employee's care.

- c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two (2) periods.
- d. Notwithstanding paragraphs (a) and (b):
  - i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
  - or
  - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

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***30.05 Parental leave without pay***

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

- e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.
- f. The Employer may:
  - i. defer the commencement of parental leave without pay at the request of the employee;
  - ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
  - iii. require an employee to submit a birth certificate or proof of adoption of the child.
- g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

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- f. The Employer may:
  - i. defer the commencement of parental leave without pay at the request of the employee;
  - ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
  - iii. require an employee to submit a birth certificate or proof of adoption of the child.
- g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

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**Article 30: other leave with or without pay**

**30.06 Parental allowance**

**30.06 Parental allowance**

- a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
  - i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
  - ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan in

**30.06 Parental allowance**

**Under the Employment Insure (EI) benefits plan, parental allowance is payable under two options, either:**

- **Option 1: standard parental benefits, 30.06 paragraphs (c) to (k), or**
- **Option 2: standard parental benefits, 30.06 paragraphs (l) to (t).**

**Once an employee elects the standard parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.**

**Under the Québec Parental Insurance Plan (QPIP), parental allowance is payable only under option 1: standard parental benefits.**

**Parental Allowance Administration**

- a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) **or (l) to (r)**, providing he or she:
  - i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
  - ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance **Plan** or the Québec

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- respect of insurable employment with the Employer,  
and
- iii. has signed an agreement with the Employer stating that:
- A. the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
  
  - B. following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 30.03(a)(iii)(B), if applicable;

- Parental Insurance Plan in respect of insurable employment with the Employer,  
and
- iii. has signed an agreement with the Employer stating that:
- A. the employee will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act**, on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
  
  - B. following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the **standard** parental allowance, in addition to the period of time referred to in section 30.03(a)(iii)(B), if applicable. ~~Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred~~

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**Article 30: other leave with or without pay**

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C. should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{(allowance received)} \times \text{(remaining period to be worked, as specified in (B))}}{\text{[total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the Federal Public Sector Labour Relations Act within a period of ninety (90) days or less is not

**to in section 30.03 (a) (iii) (B), if applicable.**

C. should he or she fail to return to work **as described** in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{(allowance received)} \times \text{(remaining period to be worked, as specified in (B))}}{\text{[total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired **within the federal public administration as described in section (A)**, in any portion of the Core Public Administration as specified in the

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**30.06 Parental allowance**

indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay, for each week of the waiting period, less any other monies earned during this period;
  - ii. for each week the employee receives parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of

~~Federal Public Sector Labour Relations Act~~ within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

**Option 1 – Standard Parental Allowance:**

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee **on parental leave without pay as described in 30.05(a)(i) and (b)(i), has elected to receive Standard Employment Insurance parental benefits and** is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay, for ~~each week of~~ the waiting period, less any other monies earned during this period;
  - ii. for each week the employee receives parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%)

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his or her weekly rate of pay and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;

- iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period, and

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of his or her weekly rate of pay and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;

- iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit **or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity** under the Québec Parental Insurance Plan **for the same child** and **either employee** thereafter remains on parental leave without pay, ~~she~~ **that employee** is eligible to receive a further parental allowance for a period of **up to** two (2) weeks, ninety-three per cent (93%) of ~~her~~ **their** weekly rate of pay for each week, less any other monies earned during this period, and
- iv. **where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety three per cent (93%) of**



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**Article 30: other leave with or without pay**

***30.06 Parental allowance***

- Insurance or Québec Parental Insurance Plan parental benefits.
- e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Québec.
  - f. The weekly rate of pay referred to in paragraph (c) shall be:
    - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
    - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
  - g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
  - h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding

- Insurance **Plan** or ~~Québec Parental Insurance Plan~~ parental benefits.
- e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or **the Act Respecting** Parental Insurance ~~Act~~ in Québec.
  - f. The weekly rate of pay referred to in paragraph (c) shall be:
    - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
    - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
  - g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
  - h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately

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**Article 30: other leave with or without pay**

**30.06 Parental allowance**

the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate, the employee was being paid on that day.

- i. Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- 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.

preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate, the employee was being paid on that day.

- i. Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- k. The maximum combined, **shared**, maternity and **standard** parental allowances payable ~~under this collective agreement~~ shall not exceed **fifty-seven (57)** ~~fifty-two (52)~~ weeks for each combined maternity and parental leave without pay.

**Option 2 – Extended Parental Allowance:**

- i. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:**
  - i. Where an employee on parental leave without pay as described in 30.05(a)(ii) and b(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight percent (55.8%) of his or her weekly rate of pay for the waiting period, less any other monies earned during this period;**
  - ii. For each week the employee receives parental benefits under the Employment Insurance, he**

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or she is eligible to receive the difference between fifty-five decimal eight percent (55.8%) of his or her weekly rate and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;

iii. Where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight percent (55.8%) of his or her weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 30.03(c)(iii) for the same child.

iv. Where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to a further parental allowance for a period of one (1) week, fifty-five decimal eight percent (55.8%) of their weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1)

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week allowance contained in 30.03(c)(iii) for the same child.

- m. At the employee's request, the payment referred to in subparagraph 30.06(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of the Employment Insurance Act.
- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.
- o. The weekly rate of pay referred to in paragraph (l) shall be:
  - i. For a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
  - ii. For an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) months preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

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***30.06 Parental allowance***

- p. The weekly rate of pay referred to in paragraph (l) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

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### Article 34: modified hours of work

#### 3. Specific application

For greater certainty, the following provisions shall be administered as provided herein:

##### 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 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.
- b. On January 1 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;
- c. An employee whose hours of work are scheduled after January 1 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);

#### 3. Specific application

For greater certainty, the following provisions shall be administered as provided herein:

##### 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 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.
- b. On January 1 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;
- c. An employee whose hours of work are scheduled after January 1 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);

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### Article 34: modified hours of work

- 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;
  
- e. An employee's remaining lieu hours on December 31 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 31;
  
- f. Any unearned lieu hours used or paid under the provisions of this clause shall be subject to recovery.

- 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;
- e. **On any given designated paid holiday, employees must exhaust their lieu hour credits prior to using leave with pay for family-related responsibilities or sick leave.**
- E**f. An employee's remaining lieu hours on December 31 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 31;
- f**g. Any unearned lieu hours used or paid under the provisions of this clause shall be subject to recovery.

**CURRENT COLLECTIVE AGREEMENT**

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**Article 43: allowances and premiums**

**43.03 Clothing allowance**

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- 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 or where the duration of formal accommodation would lead to a reasonable expectation of similar wear and tear on non-uniform clothing shall receive an annual clothing allowance of six hundred dollars (\$600.00). This allowance will be payable once per fiscal year and by March 31. The maximum allowance payable per fiscal year is six hundred dollars (\$600.00).

**43.06 Correctional officer allowance**

Employees who are eligible for the Penological Factor Allowance or the Offender Supervision Allowance are not covered by this article.

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.

- a. The correctional officer allowance is used to recognize the working conditions of the correctional officer employment and to provide additional compensation to an incumbent who is employed and who, by reason of duties being performed, assumes the responsibilities associated with the Correctional Services Group.
- b. The value of the correctional officer allowance is one thousand seven hundred and fifty dollars (\$1,750) per annum. This allowance shall be 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

**43.03 Clothing allowance**

\*\*

- a. ~~Those Correctional Officers I (CX-1) and Correctional Officers II (CX-2) e~~Employees, including those who are pregnant, who are not required to wear a uniform routinely during the course of their correctional officer duties or where the duration of formal accommodation would lead to a reasonable expectation of similar wear and tear on non-uniform clothing shall receive an annual clothing allowance of six hundred dollars (\$600.00). This allowance will be payable once per fiscal year and by March 31. The maximum allowance payable per fiscal year is six hundred dollars (\$600.00).

**43.06 Correctional officer allowance**

~~Employees who are eligible for the Penological Factor Allowance or the Offender Supervision Allowance are not covered by this article.~~

~~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.~~

- a. ~~The correctional officer allowance is used to recognize the working conditions of the correctional officer employment and to provide additional compensation to an incumbent who is employed and who, by reason of duties being performed, assumes the responsibilities associated with the Correctional Services Group.~~
- b. ~~The value of the correctional officer allowance is one thousand seven hundred and fifty dollars (\$1,750) per annum. This allowance shall be 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~~

receives a minimum of eighty (80) hours' pay in a position to which the allowance applies.

- c. An employee will be entitled to receive the correctional officer allowance:
  - i. during any period of paid leave up to a maximum of sixty (60) consecutive calendar days; or
  - ii. during the full period of paid leave where an employee is granted injury-on-duty leave with pay.
- d. The correctional officer allowance does not form part of a CX's salary except for the calculation of the maternity and parental allowance.

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- e. Effective June 1, 2016, this allowance ceases to apply.

~~he or she receives a minimum of eighty (80) hours' pay in a position to which the allowance applies.~~

- ~~e. An employee will be entitled to receive the correctional officer allowance:
  - i. during any period of paid leave up to a maximum of sixty (60) consecutive calendar days; or
  - ii. during the full period of paid leave where an employee is granted injury on duty leave with pay.~~
- ~~d. The correctional officer allowance does not form part of a CX's salary except for the calculation of the maternity and parental allowance.~~

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- ~~e. Effective June 1, 2016, this allowance ceases to apply.~~

### Article 45: maternity-related reassignment or leave

**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 clauses 30.02 and 30.05.

**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 **thirty (30)** ~~twelve (12)~~ months after the end of the maternity leave or the parental leave without pay set out in clauses 30.02 and 30.05.

### Article 51: duration

**51.01** This collective agreement shall expire on May 31, 2018.

**51.01** This collective agreement shall expire on May 31, **2022** ~~2018~~.

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**I-B – Vacation leave with pay**

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|---|--|
| <p>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:</p> <ul style="list-style-type: none"> <li>a) for the period between June 1<sup>st</sup> and August 31<sup>st</sup> each year (12-week period), 9% of the total complement of staff at each classification level;</li> <li style="padding-left: 20px;">and</li> <li>b)               <ul style="list-style-type: none"> <li>(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;</li> <li>(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.</li> </ul> </li> <li>a) 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;</li> <li>b) 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.</li> </ul> | <p>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:</p> <ul style="list-style-type: none"> <li>a) for the period between June 1<sup>st</sup> and August 31<sup>st</sup> each year (12-week period), 9% of the total complement of staff at each classification level;</li> <li style="padding-left: 20px;">and</li> <li>b)               <ul style="list-style-type: none"> <li>(iii) 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;</li> <li>(iv) 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.</li> </ul> </li> <li>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;</li> <li>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-<br/><b>or</b><br/><b>at least two people at each classification level from being on vacation any time during peak season (9%).</b></li> </ul> |
|---|--|

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<b>II-B – Slow rotation positions</b>	
<p>For the purpose of these provisions, CSC will apply the following:</p> <ol style="list-style-type: none"> <li>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.</li> </ol>	<p>For the purpose of these provisions, CSC will apply the following:</p> <ol style="list-style-type: none"> <li>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, <del>segregation unit</del> and principal entrance.</li> </ol>
<b>II-C – Deployment at the employee’s request</b>	
<ol style="list-style-type: none"> <li>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:               <ol style="list-style-type: none"> <li>a) completed more than 24 continuous months of service in their initial CTP assignment;</li> </ol> <p style="text-align: center;">and</p> <ol style="list-style-type: none"> <li>b) not been deployed to an institution under this protocol in the preceding 24-month period.</li> </ol> <p>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.</p> </li> </ol>	<ol style="list-style-type: none"> <li>2. This deployment request is granted <b>by letter of offer</b> 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:               <ol style="list-style-type: none"> <li>a) completed <b>at least 36</b> <del>more than 24</del> continuous months of service in their initial CTP assignment. <b>This disposition comes into effect for any recruit accepted into the CTP after the signing date of the Global Agreement. Any employee or recruit hired or engaged in the CTP process prior to the signature date of this Global Agreement falls under the Global Agreement in effect prior to the signature;</b></li> </ol> <p style="text-align: center;">and</p> <ol style="list-style-type: none"> <li>b) not been deployed to an institution under this protocol in the preceding 24-month period.</li> </ol> <p><b>The start date will be mutually agreed upon., based on operational feasibility.</b></p> <p>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.</p> </li> </ol>

CURRENT GLOBAL AGREEMENT	TENTATIVE AGREEMENT
<b>II-D – Acting appointments</b>	
<p>For the purpose of these provisions, CSC will apply the following:</p> <p>Acting appointments and assignments will be made in accordance with CSC’s Bulletin on Acting Appointments, as amended from time to time.</p>	<p>For the purpose of these provisions, CSC will apply the following:</p> <p>Acting appointments and assignments will be made in accordance with CSC’s <b>Human Resources Management Guidelines on Acting</b> Bulletin on Acting Appointments, as amended from time to time.</p>
<b>II-J – Overtime hiring (reference article 21.10)</b>	
<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 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 employee shall be given priority for the next overtime opportunity for which they are qualified and available.</p>	<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 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 <del>post</del> <b>make available</b> 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 employee shall be given priority for the next overtime opportunity for which they are qualified and available.</p>
<b>II-K – Notice period for a change of shift (reference Appendix H)</b>	
<p>CSC and the Union agree to the following:</p> <ol style="list-style-type: none"> <li>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 20<sup>th</sup> day of February, 2018.</li> </ol>	<p><del>CSC and the Union agree to the following:</del></p> <ol style="list-style-type: none"> <li><del>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 20<sup>th</sup> day of February, 2018.</del></li> </ol>

CURRENT GLOBAL AGREEMENT	TENTATIVE AGREEMENT
<p>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 ¾) for the first (1<sup>st</sup>) 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.</p>	<p><del>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 ¾) for the first (1<sup>st</sup>) 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.</del></p>

**III-A –Discipline**

<p>For the purpose of these provisions, CSC will apply the following:</p> <ol style="list-style-type: none"> <li>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:               <ol style="list-style-type: none"> <li>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.</li> </ol> </li> <li>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:               <ol style="list-style-type: none"> <li>a) For a second offence, an amount of five hundred and forty dollars (\$540) for a CX-01 and of five hundred and seventy</li> </ol> </li> </ol>	<p><b>Effective on the date of signing the global agreement, Part III-A – Discipline of the Global Agreement ceases to apply. The Correctional Service of Canada agrees that as of this date, the Employer will no longer impose financial penalties as disciplinary measures to members of the bargaining unit. Financial penalties imposed prior to the date of signing the global agreement, will be processed accordingly.</b></p> <p><del>For the purpose of these provisions, CSC will apply the following:</del></p> <ol style="list-style-type: none"> <li><del>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:               <ol style="list-style-type: none"> <li><del>b) 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.</del></li> </ol> </del></li> <li><del>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:               <ol style="list-style-type: none"> <li><del>e) For a second offence, an amount of five hundred and forty dollars (\$540) for a CX 01 and of five hundred and seventy</del></li> </ol> </del></li> </ol>
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CURRENT GLOBAL AGREEMENT	TENTATIVE AGREEMENT
<p>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,</p> <p>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,</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 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.</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><del>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,</del></p> <p><del>d) 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,</del></p> <p><del>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.</del></p> <p><del>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.</del></p>
<b>IV-A – Labour relations committees</b>	
<p>6. Meeting guidelines</p> <p>a) Composition</p> <p><u>3. At the local level:</u></p> <p>iii. For the Union at clustered sites</p> <ol style="list-style-type: none"> <li>1) Two (2) Local Presidents</li> <li>2) Two (2) Local Vice-Presidents</li> <li>3) Two (2) Local Secretaries</li> <li>4) Two (2) Local Grievance Officers</li> <li>5) Union Stewards</li> <li>6) Union staff representative or a national or regional executive officer</li> </ol>	<p>6. Meeting guidelines</p> <p>a) Composition</p> <p><u>3. At the local level:</u></p> <p>iii. For the Union at clustered sites</p> <ol style="list-style-type: none"> <li>1) Two (2) Local Presidents</li> <li>2) Two (2) Local Vice-Presidents</li> <li>3) Two (2) Local Secretaries</li> <li>4) Two (2) Local Grievance Officers</li> <li>5) Union Stewards</li> <li>6) Union staff representative or a national or regional executive officer</li> </ol>

CURRENT GLOBAL AGREEMENT	TENTATIVE AGREEMENT
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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.

c) Frequency of Meetings

**However, a maximum of 6 employees attend the meeting, including at least 1 employee representing the minimum-security institution.**

Official meetings of the:

- national level are held at least eight (8) times per year, one of which may be a multi-union meeting,
- regional level are held at least eight (8) times per year, one of which may be a multi-union meeting, or
- local Labour Relations Committee are held at least eight (8) times a year,

on dates agreed upon by the CSC and the Union.

**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;

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;

CURRENT GLOBAL AGREEMENT	TENTATIVE AGREEMENT
<p>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.</p> <p>d) The meeting with the mediator shall be held within thirty (30) days of the request.</p> <p>e) Should the parties not reach an agreement, the mediator shall make a recommendation to them on the same day of the meeting.</p> <p>f) A list of mediators shall be drawn up by the parties.</p> <p>2. Where applicable, the costs related to the mediation shall be assumed by the CSC.</p>	<p>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 <del>one of the a mediators whose name appears on the list established</del> <b>as agreed to</b> by the parties.</p> <p>d) The meeting with the mediator shall be held within thirty (30) days of the request.</p> <p>e) Should the parties not reach an agreement, the mediator shall make a recommendation to them on the same day of the meeting.</p> <p><del>f) A list of mediators shall be drawn up by the parties.</del></p> <p>2. Where applicable, the costs related to the mediation shall be assumed by the CSC.</p>

**X-XX – Overtime for new recruits - status**

*NEW*

**A CX recruit who begins working at a site during the fiscal year, shall have the current average hours of overtime offered to CX-01s, at that site, or at womens' sites and healing lodges for CX-02 recruits, attributed to their cumulative overtime hours in SDS. Such situations shall be flagged in the OT Hours Report, to ensure such changes are considered during reviews of overtime equitability.**

# ANNEX 1

## APPENDIX “A”

### Rates of Pay

Effective June 1, <b>2018</b> - increase to rates of pay:	<b>2.8%</b>
Effective June 1, <b>2019</b> - increase to rates of pay:	<b>2.2%</b>
Effective June 1, <b>2020</b> - increase to rates of pay:	<b>1.35%</b>
Effective June 1, <b>2021</b> - increase to rates of pay:	<b>1.5%</b>

The Employer proposes to implement increases in accordance with new Appendix “X”- Memorandum of Understanding between the Treasury Board of Canada and the Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada (CSN) with respect to Implementation of the Collective Agreement.

Amounts in respect of the period prior to the implementation date will be paid as a retroactive payment, in accordance with new Appendix “X” – Memorandum of Understanding between the Treasury Board of Canada and the Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada (CSN) with respect to Implementation of the Collective Agreement. Subsequently, amounts will be provided as increases to rates of pay.

### **CX: Correctional Services (Supervisory and Non-Supervisory) Group annual rates of pay (in dollars)**

#### Table legend

- \$) Effective June 1, 2017
- A) Effective June 1, 2018
- B) Effective June 1, 2019
- C) Effective June 1, 2020
- D) Effective June 1, 2021

#### CX-1

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
<b>\$) June 1, 2017</b>	61969	65581	69406	73462	77764
<b>A) June 1, 2018</b>	63704	67417	71349	75519	79941

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<b>B) June 1, 2019</b>	65105	68900	72919	77180	81700
<b>C) June 1, 2020</b>	65984	69830	73903	78222	82803
<b>D) June 1, 2021</b>	66974	70877	75012	79395	84045

**CX-2**

<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>\$) June 1, 2017</b>	65655	69486	73547	77849	82411
<b>A) June 1, 2018</b>	67493	71432	75606	80029	84719
<b>B) June 1, 2019</b>	68978	73004	77269	81790	86583
<b>C) June 1, 2020</b>	69909	73990	78312	82894	87752
<b>D) June 1, 2021</b>	70958	75100	79487	84137	89068

**CX-3**

<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>\$) June 1, 2017</b>	71241	75407	79823	84505	89468
<b>A) June 1, 2018</b>	73236	77518	82058	86871	91973
<b>B) June 1, 2019</b>	74847	79223	83863	88782	93996
<b>C) June 1, 2020</b>	75857	80293	84995	89981	95265
<b>D) June 1, 2021</b>	76995	81497	86270	91331	96694

**\*Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix N, as a lump-sum payment. In particular:**

- a. **Year 1 increases (that is, “A”):** paid as a retroactive lump-sum payment equal to a 2.8% economic increase of June 1, 2017, rates.
- b. **Year 2 increases (that is, “B”):** paid as a retroactive lump-sum payment equal to the year 1 increase plus a 2.2% economic increase, for a compounded total increase of 5.062% of June 1, 2017, rates.
- c. **Year 3 increases (that is, “C”):** paid as a retroactive lump-sum payment equal to the year 1 and year 2 increases plus a 1.35% economic increase, for a compounded total increase of 6.480% of June 1, 2017, rates.

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## **ANNEX 2**

### **(NEW) APPENDIX “M”**

#### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE UNION OF CANADIAN CORRECTIONAL OFFICERS – SYNDICAT DES AGENTS CORRECTIONNELS DU CANADA (CSN) WITH RESPECT TO RETENTION AT THE PORT-CARTIER AND GRANDE CACHE INSTITUTIONS**

**The Union and the Employer agree to create a Joint Committee consisting of an equal number of Union and Employer representatives. The Committee will convene within 90 days of the signing of the collective agreement and will complete its work by December 31, 2022.**

**The joint committee will undertake a study of retention issues in the Port-Cartier and Grande Cache institutions.**

**The objectives of the study are to:**

- Identify opportunities to increase the retention of experience officers beyond the initial mandatory service period.**
- Assess the potential relative impact the above opportunities.**
- Prepare a summary of the joint committee’s discussions and findings to be submitted to the Correctional Service Canada (CSC) for consideration within its authority framework.**

**It is understood that any changes to the collective agreement resulting from these recommendations must be considered in the context of the collective bargaining process.**

**The deadline for completion of work may be extended by mutual consent of both parties to this agreement.**

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## ANNEX 3

(NEW)

### APPENDIX “N”

#### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE UNION OF CANADIAN CORRECTIONAL OFFICERS – SYNDICAT DES AGENTS CORRECTIONNELS DU CANADA (CSN) WITH RESPECT TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

Notwithstanding the provisions of clause 49.03 on the calculation of retroactive payments and clause 51.03 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada (CSN) regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

#### 1. Calculation of retroactive payments

- a. Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.
- b. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.
- c. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:
  - Substantive salary
  - Promotions
  - Deployments
  - Acting pay
  - Extra duty pay/Overtime
  - Additional hours worked

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- Maternity leave allowance
  - Parental leave allowance
  - Vacation leave and extra duty pay cash-out
  - Severance pay
  - Salary for the month of death
  - Transition Support Measure
  - Eligible allowances and supplemental salary depending on collective agreement
- d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.
- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

## 2. Implementation

- a. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:
- i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.
  - ii. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2(b)(i).
  - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come into force as stipulated in 2(a)(ii).
- b. Collective agreement will be implemented over the following timeframes:
- i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.
  - ii. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.

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- iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, preretirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

### 3. Employee Recourse

- a. An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of five hundred dollars (\$500) payable within one hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.
- b. Employees in the bargaining unit for whom the collective agreement is not implemented within one hundred and eighty-one (181) days after signature will be entitled to a fifty dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty dollars (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented. These amounts will be included in their final retroactive payment.
- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of five hundred dollars (\$500); for any period under 3(b), the employee may receive one fifty \$50 payment.
- d. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the Agreement between UCCO-SACC-CSN or another bargaining agent and the Treasury Board of Canada with regard to damages caused by the Phoenix Pay System.
- e. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one hundred and eighty (180) days after signature of the agreement.
- f. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with UCCO-SACC-CSN regarding the format of the detailed breakdown.
- ~~g.~~ In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Pay Centre, employees shall contact the compensation services of their department.

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## ANNEX 4

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### MEMORANDUM OF UNDERSTANDING

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BETWEEN:  
UCCO-SACC-CSN  
and  
CORRECTIONAL SERVICE OF CANADA

**DRAFT**

Subject: Extra leave spot for the use of Lieu hours or Compensatory Leave in non-peak leave periods.

Effective the date of signing of the collective agreement and up until June 1, 2023, CSC agrees to grant one (1) additional spot for compensatory leave or lieu hours per calendar day to one (1) Correctional Officer per institution. This leave will be granted during non-peak leave periods (i.e. periods of the vacation year not identified in I-B - 4. a) or 4. b) of the Global Agreement), even where Global Agreement annual leave commitments have already been authorized.

This added leave spot is available to each site including the minimum unit of clustered sites. For greater clarity, those sites which under I-B of the Global Agreement have a stand-alone vacation leave quota will be granted one (1) extra spot during non-peak calendar days for the purpose of using Lieu hours or Compensatory leave.

Only Lieu hours, or Compensatory leave may be used for this additional leave spot. The parties agree that the memorandum of understanding (MOU) “Hierarchy of leave” applies and that Lieu hours take precedence over compensatory leave. The calendar year will be broken down into 4 quarters beginning on June 1<sup>st</sup>. There will be 3 quarters in which members may apply in advance for leave spots.

<u>Leave Period</u>	<u>Request Deadline</u>
<u>June 1<sup>st</sup> – August 31<sup>st</sup></u>	<u>No spots during peak leave</u>
<u>Sept 1<sup>st</sup> – November 30<sup>th</sup></u>	<u>July 1<sup>st</sup></u>
<u>December 1<sup>st</sup> – February 28/29<sup>th</sup></u>	<u>October 30<sup>th</sup></u>
<u>March 1<sup>st</sup> – May 31<sup>st</sup></u>	<u>January 30<sup>th</sup></u>

Lieu and compensatory leave dates will be chosen by the same system as agreed to at the local level for vacation dates (ref. I-B-3 of the Global Agreement) or if no agreement is in place, the default process will be based on seniority the years of service from the time an employee

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initially became a correctional officer, as defined in the MOU on Seniority and Years of Service. However, officer seniority does not supersede the hierarchy of leave.

Employees may only make advanced requests for the next available quarter. For example, on or before July 1<sup>st</sup>, employees may only request to use their earned compensatory leave or Lieu time for the Sept 1<sup>st</sup>- November 30<sup>th</sup> quarter. If two or more employees apply for the same day, Lieu time will take precedence over compensatory leave, otherwise the principles in the local agreement or the default seniority principles will apply. Once leave has been approved based on these principles, there will be no bumping of leave, regardless of the hierarchy of leave.

**DRAFT**

An employee who has not made his or her Lieu or Compensatory leave requests by the stipulated dates may request to use these leaves at any time in the quarter for non-peak leave provided the allocation for the day is available. This request must be made to the employer with at least 48 hours notice of the leave day being requested. If the request for a leave spot is made without 48 hours notice, approval will be subject to operational requirements. Any request made after the request deadline will be approved on a first come first served basis. Once a leave has been applied for and authorized there will be no bumping based on the hierarchy of leave.

Employees may only book Compensatory leave with hours that they currently have banked; an employee may not request future compensatory leave without having the hours in their leave bank.

As the employees' remaining credits of Lieu will be cashed out after December 31<sup>st</sup> of any given year, employees may book for the Dec 1<sup>st</sup> – Feb 28<sup>th</sup>/29<sup>th</sup> quarter using “known future credits” of Lieu time for the October 30<sup>th</sup> request deadline.

For the purposes of evaluating this agreement the Correctional Service of Canada agrees to share all leave data with the Union including but not limited to historical data.

This agreement can only be renewed with the approval of both parties. It is understood that neither party can revoke this agreement unilaterally before the June 1, 2023, expiry date.

\_\_\_\_\_  
Correctional Service of Canada

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UCCO-SACC-CSN

*The parties agree on proofreading the document and making all necessary grammar corrections.*

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