



Correctional Service
Canada

Service correctionnel
Canada



SAFETY, RESPECT
AND DIGNITY
FOR ALL

LA SÉCURITÉ,
LA DIGNITÉ
ET LE RESPECT
POUR TOUS

**GLOBAL AGREEMENT
BETWEEN
CORRECTIONAL SERVICE CANADA (CSC)**

AND

**THE UNION OF CANADIAN CORRECTIONAL OFFICERS - SYNDICAT
DES AGENTS CORRECTIONNELS DU CANADA - CSN (UCCO-SACC-
CSN)**



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PREAMBLE

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

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

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

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

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

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

PART I - LEAVE

ARTICLE 1: LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

(REFERENCE: ARTICLE 14 OF THE COLLECTIVE AGREEMENT)

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

- 1.01 An employee shall submit his or her leave request at least ten (10) days in advance and CSC will grant the leave;
- 1.02 CSC may deny or cancel the leave request at any time in order to respond to institutional operational requirements.
- 1.03 An operational requirement is defined as:
 - a. An emergency situation caused by an escape or attempted escape, riot, hostage taking, or major disturbance;
 - or
 - b. An immediate situation which endangers the life, safety, or health of employees, inmates or the public, and has a significant impact on the requirement for employees.
- 1.04 If an employee submits his or her leave request less than ten (10) days in advance, CSC may grant the leave if the authorized post requirements can be met at the time of the request.
- 1.05 Subject to clauses 1.01, 1.02, 1.03 and 1.04, employees working on a 16-hour shift will be provided a maximum of four (4) hours to attend one of the three general assemblies convened by the Union for the purpose of voting on the tentative Global and Collective agreements.

ARTICLE 2: VACATION LEAVE WITH PAY

(REFERENCE: CLAUSE 29.07 OF THE COLLECTIVE AGREEMENT)

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

- 2.01 The CSC shall grant leave to employees in accordance with the conditions stipulated in this section as follows:
 - a. when requested by an employee, at least two (2) consecutive weeks of vacation leave during:
 - i. the summer period, i.e. between June 1st and August 31st, provided that the employee so requests before April 1st of the fiscal year;
 - ii. any additional periods so specified by agreement below pursuant to clause 2.03 provided the employee so requests in accordance with clause 2.05 below.



- b. when requested by an employee, at least two (2) consecutive weeks of vacation leave during any period outside the agreed upon periods set out below in clause 2.03 or by local agreement.

2.02 Vacation dates shall be chosen by any system agreed to at the local level prior to March 1st of each year or if agreement cannot be reached, the default process will be based on the years of service from the time an employee initially became a Correctional Officer.

2.03 In reference to clause 29.12 of the collective agreement with respect to the minimum number of Correctional Officers at each level who may be granted vacation leave at the same time in each institution, the Employer has committed, in light of operational service requirements, to granting the following levels of vacation at the same time during the following identified periods at each classification level:

- a. for the period between June 1st and August 31st each year (12-week period), 9% of the total complement of staff at each classification level;
and
- b.
 - i. for a two (2) week period in December (Holiday Season) and a one (1) week period for spring break, to be determined each year at the local level, 9% of the total complement of staff at each classification level;
 - ii. for an additional five (5) weeks of seven (7) day periods as determined by the local level, 9% of the total complement of staff at each classification level.
- c. for all other periods of the vacation year not identified in 2.03(a) or (b), 4% of the total complement of staff at each classification level;
- d. in all cases where the calculations for 2.03(a), (b) and (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:
 - i. at least one person at each classification level from being on vacation at any time;
or
 - ii. at least two people at each classification level from being on vacation at any time during peak season (9%).
- e. In institutions with one hundred (100) or less Correctional Officers according to the Deployment Standards, when the calculation for 2.03(a) and (b) results in a fraction, the resulting factor of 0.5 or higher shall be rounded up. However, this method of calculating may not have the effect of preventing:
 - i. at least one person at each classification level from being on vacation at any time;
or
 - ii. at least two people at each classification level from being on vacation at any time during peak season (9%).

2.04 The parties agreed that where operational requirements permit, sites can consider requests



from employees for annual leave even where Global Agreement annual leave percentages have been already authorized provided there is no overtime cost to CSC.

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

- 2.05** Prior to the end of September each year, the parties shall meet to establish the additional periods of vacation granting pursuant to paragraph 2.03(b) above for the coming fiscal year. Notice of the agreed upon additional periods will be communicated to the site staff by way of bulletin board notice in order to permit employees to submit their requests for vacation for consideration in accordance with those periods specified in clause 2.03 above. The deadlines to submit vacation requests are as follows:

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

The list of approved employee requests for the allotted vacation periods shall be posted one month in advance of the period so specified in clause 2.03 in relation to the additional eight (8) weeks.

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

2.08 Recall from Vacation Leave with Pay

(REFERENCE: CLAUSE 29.14 OF THE COLLECTIVE AGREEMENT)

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

2.09 Acting Employees

- a. Correctional Officers who are acting in higher Correctional Officer levels shall sign up for



their annual vacation leave on the list pertaining to their acting position.

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

2.10 Extra leave spot for use of Lieu hours or Compensatory Leave in non-peak leave periods

- a. 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 paragraphs 2.03(a) or (b) of the Global Agreement), even where Global Agreement annual leave percentages have already been authorized.
- b. This added leave spot is available to each site including the minimum unit of clustered sites. For greater clarity, those sites which under article 2 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.
- c. 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.
- d. The calendar year will be broken down into 4 quarters beginning on June 1st. There will be 3 quarters in which members may apply in advance for leave spots.

Leave Period

Request Deadline

June 1st – August 31st
 Sept 1st – November 30th
 December 1st – February 28/29th
 March 1st – May 31st

No spots during peak leave
 July 1st
 October 30th
 January 30th



- e. Lieu and compensatory leave dates will be chosen by the same system as agreed to at the local level for vacation dates (ref. clause 2.02 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 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.
- f. Employees may only make advanced requests for the next available quarter. For example, on or before July 1st, employees may only request to use their earned compensatory leave or Lieu time for the Sept 1st- November 30th 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.
- g. 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.
- h. 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.
- i. As the employees' remaining credits of Lieu will be cashed out after December 31st of any given year, employees may book for the Dec 1st – Feb 28th/29th quarter using "known future credits" of Lieu time for the October 30th request deadline.

ARTICLE 3: OTHER LEAVE WITH OR WITHOUT PAY

(REFERENCE: CLAUSE 30.14 OF THE COLLECTIVE AGREEMENT)

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

Court Leave

3.01 In situations covered by clause 30.14 of the collective agreement, an employee who is assigned to the evening or midnight shift on the day he or she is required shall be considered to be on the dayshift.

3.02 In such a case as described in clause 3.01 above, CSC will ensure that the employee receives



at least twelve (12) hours of rest either before the start of the day required or following completion of the day. The employee will indicate to CSC his or her preference for the period of at least twelve (12) hours of rest.

- 3.03** To facilitate the replacement of an employee summoned as per clause 30.14 of the collective agreement, the employee will normally advise CSC of the appearance ten (10) days in advance.

ARTICLE 4: INJURY-ON-DUTY LEAVE

(REFERENCE: CLAUSE 30.15 OF THE COLLECTIVE AGREEMENT)

- 4.01** In recognition that the Treasury Board of Canada Secretariat policy applies pursuant to the collective agreement provision, CSC will apply the following as it relates to the determination of conversion to Worker's Compensation Board (WCB) direct pay:
- a. For all cases of employees on injury on duty leave, the definition of a "reasonable period" is not limited to any specific number of days (e.g. 130). However, it is also not unlimited and such entitlements remain subject to regular and ongoing case reviews.
 - b. While regular and ongoing case reviews are to be undertaken, two specific mandatory review periods are required during any period of approved IODL. The first is to take place 130 days following the date of injury on duty and the second is to take place two (2) years following the date of injury on duty.

PART II - WORKING CONDITIONS

ARTICLE 5: EMPLOYEE REPRESENTATIVES

(REFERENCE: ARTICLE 8 OF THE COLLECTIVE AGREEMENT)

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

- 5.01** At the Union's request, the Warden and the Union may agree in writing on a particular schedule of work for the President of the local and the Regional Vice-President.
- 5.02** Such agreements shall be aligned with the term of that Union representative's mandate and remain in effect only for so long as he or she holds said union office.
- 5.03** Said agreements may be terminated at any point by joint agreement of the Warden and the Union.

ARTICLE 6: SLOW ROTATION POSITIONS

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



- 6.01** 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 and principal entrance.
- 6.02** When becoming available, slow rotation posts are identified and posted in the institution so that employees may apply in writing to the Warden to occupy an identified post. The posting period during which an employee may apply is at least fourteen (14) days.
- 6.03** The process to determine how employees are assigned to slow rotation posts is determined by mutual agreement at the Local Labour Management Consultation Committee level. In cases where mutual agreement cannot be reached on a priority rating system, the institution shall assign among all the employees who have expressed interest and meet the requirements of the position, the employee with the most years of service as a Correctional Officer.
- Where such an assessment of the years of service of the requesters reveals they are the same, the parties agree to offer the opportunity to the requester on the basis of badge number ordering.
- 6.04** An employee who has already been assigned to any slow rotation post cannot invoke his or her years of service over any other applicant who has not been yet assigned to any slow rotation post. He or she may only be assigned to the post if he or she is the only applicant.
- 6.05** Normally, slow rotation post assignments will be for a twenty-four (24) month period.
- 6.06** In individual exceptional cases, the Warden and Local President may agree, in writing, that a slow rotation post may be awarded to an employee without being posted and without taking into account his or her years of service.
- 6.07** The above protocols with respect to slow rotation posts shall apply to management approved “construction” activity posts except that such post assignments may be for the duration of the construction activity (i.e. more than 2 years).

ARTICLE 7: DEPLOYMENT AT THE EMPLOYEE’S REQUEST

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

- 7.01** An employee who wishes to be deployed to a position at another institution for which he or she meets all the position requirements shall make a request for deployment within the CSC CS Deployment System in accordance with the HR Bulletin on CX Deployment and the system shall provide notice to his or her Warden and potential receiving Warden(s) based on the locations requested.
- 7.02** This deployment request is granted by letter of offer to the employee as soon as a position is available in the requested institution provided that the employee meets all the



requirements of the position and has normally:

- a. completed at least 36 continuous months of service in their initial CTP assignment. This provision 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;
and
- b. not been deployed to an institution under this protocol in the preceding 24-month period.

The start date will be mutually agreed upon, based on operational feasibility.

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.

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

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

- 7.04** In exceptional cases where consideration is being given to filling a vacancy with a CTP recruit or by way of promotion/ demotion or any other way that does not respect the seniority principles, the Assistant Deputy Commissioner Correctional Operations shall discuss with the Regional President. If the region decides to fill a position as considered above, the Assistant Deputy Commissioner Correctional Operations shall provide the employees who requested deployment to the site with written reasons for the decision, subject to the privacy protections of other employees.

Deployment dates may be delayed to ensure the outgoing site can maintain suitable staffing levels required to ensure effective and safe operations.

- 7.05** The Regional President may request that the Regional Deputy Commissioner review the decision, if the employee who requested deployment to the site is not satisfied with the reasons provided.

- 7.06** If more than one employee requests a deployment to the same institution, the deployment will be granted among the employees, at level of the available position, who meet the requirements, in order of years of experience, beginning with the employee with the most years of experience/service as a Correctional Officer.

Where such an assessment of the years of experience/service of the requesters reveals they



are the same, the parties agree to offer the opportunity to the requester on the basis of badge number ordering.

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

Training courses:

- a) Women Centered Training
- b) Firearms

ARTICLE 8: HEALTH AND SAFETY

(REFERENCE: ARTICLE 18 OF THE COLLECTIVE AGREEMENT)

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

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

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

At least one (1) representative of UCCO-SACC-CSN participates in the Joint Occupational Health and Safety Committee at each of the levels (national, regional, local).

8.02 The employees who sit on the Joint Occupational Health and Safety Committee at the various levels are entitled to take the time required, during their regular working hours:

- a. To perform their committee functions, more particularly to attend meetings, participate in the work and investigations of the committee;
- b. For the purposes of preparation and travel, as authorized by both chairpersons of the committee.

8.03 The employees shall be compensated for the functions described in paragraphs 8.02(a) and (b) above whether performed during or outside the representatives' regular working hours at the employees' regular rate of pay or premium rate of pay, as specified in the collective agreement or, if there is no provision in the collective agreement, in accordance with the Employer's policy.

8.04 CSC immediately informs the local of any workplace accident involving a Correctional Officer.

8.05 The list of official health and safety representatives of the local is provided by the Local President or his or her designated representative to the Warden, and any change made to the list is immediately brought to his or her attention.

8.06 For the purposes of this article, the local union health and safety representative is defined as a Correctional Officers' union representative.

a. The local union health and safety representative* participates in any hazardous occurrence investigation, as defined under Part XV of the Canada Occupational Health & Safety Regulations, as it relates to Correctional Officers. Management will endeavour to ensure that a UCCO-SACC-CSN Workplace Health & Safety Committee member participates in the investigation in accordance with the legislated timeframes under Part XV of the Canada Occupational Health & Safety Regulations;

*Note: Investigations in the clustered sites must be handled by the local union health and safety representative identified from the unit where the incident took place unless this representative is not available within a reasonable period, in which case a local union health and safety representative from the broader site may be called upon.

b. The local union health and safety representative* participates in any workplace accident investigation into injury or material damage as well as any situation or incident that could result in injury, illness or material damage as it relates to Correctional Officers. In the event of a work refusal, management will endeavour to ensure that a UCCO-SACC-CSN Workplace Health & Safety Committee member participates in the investigation and that the local union health and safety representative is made aware of the results of the investigation. If no UCCO-SACC-CSN Workplace Health & Safety Committee member is on site or not available for callback, to ensure that the requirement to immediately investigate under s.128 (10) is respected, another employee Workplace Health & Safety Committee member will participate in the investigation and the local union health and safety representative will be made aware of the results of the investigation;

c. The local union health and safety representative receives all reports on all the investigations completed, as well as all documents pertaining to health and safety given to the CSC that relate to Correctional Officers, while respecting legislation governing access to information.

ARTICLE 9: INMATE ESCORTS

(REFERENCE: APPENDIX D OF THE COLLECTIVE AGREEMENT)

9.01 For the purpose of these provisions, CSC will apply the following for all inmates residing in maximum and medium security men's institutions:

a. All security escorts outside of an institution will be performed by at least two (2) armed Correctional Officers.

- b. The CSC policy on security escorts governs all situations where a firearm is issued to a Correctional Officer for an escort.
- c. Only Correctional Officers who have a current firearms qualification in accordance with the National Training Standards can perform armed escorts.
- d. Before each escort of an inmate with a current classification of maximum or medium security, a standardized risk assessment shall be completed prior to the escort. The Correctional Officers escorting the inmate shall be provided a copy of the risk assessment.
- e. In circumstances where there is a group of inmates with different security classifications on an escort, the highest classification level or the most significant risk assessment determines if the escorting Correctional Officers will be armed.

9.02 The following principles apply to security escorts out of women's institutions:

- a. Before each escort out of a women's institution of an inmate with a current classification of maximum or medium security, a standardized risk assessment shall be completed seventy-two (72) hours prior to the escort. The Correctional Officer(s)/Primary Worker(s) escorting the inmate shall be provided with a copy of the risk assessment.
- b. The assessment will consider the level of supervision and the security equipment which should be used during the escort, based on an objective assessment of risk, including:
 - i. the inmate's physical and mental health;
 - ii. the inmate's demonstrated behaviour and characteristics;
 - iii. the purpose and destination of the escort, mode of travel and time in transit;
 - iv. intelligence information.
- c. The use of an armed escort may only be considered where the standardized risk assessment indicates that there are reasonable grounds to believe that a serious threat to the safety of staff, the public or the offender exists. In circumstances where an armed escort is deemed warranted, arrangements will be made for the inmate to be escorted by the police or by two (2) armed Correctional Officers who have a current firearm qualification in accordance with the National Training Standards.

ARTICLE 10: BLOCK TRAINING

10.01 The parties agree that in order to effectively manage the delivery of all training requirements to Correctional Officers within the course of a fiscal period, such training activities will need to be bundled into "blocks" of activities and be deemed to be an integrated part of each employee's normal scheduled work. Normally such training blocks will be for periods of five (5) to ten (10) days in duration.

10.02 As a result, the Employer has agreed to identify such block requirements for each employee



at the start and mid-point of the fiscal year and include such training shift requirements as part of their respective posted schedules of work at least six (6) calendar weeks prior to the actual training activities.

- 10.03** Upon posting of this training block within the employee's schedule of work in SDS, the employee will have seven (7) calendar days to notify management in writing of any potential conflict with the posted schedule of training activities and to request an alternate block to complete their training requirements. Requests to change the scheduled training periods will only be considered once during the period of the fiscal year.
- 10.04** Where such a conflict exists and timely notice has been given to management, efforts will be undertaken to identify an alternate training period for the employee to complete the block of training.
- 10.05** Where such change in the scheduled training can be managed within the fiscal training activities for the site, the employee will be advised of the alternate block option that can be offered. Where the employee agrees to the alternate block, a subsequent schedule change (as per the employee's agreement) will be made providing as much advance notice as possible but not less than 48 hours in advance.
- 10.06** Where there may not be an alternate option or where the employee chooses to maintain the originally scheduled training, the employee will be advised no less than four (4) weeks prior to the block training activity that the original scheduled block remains part of their schedule of work obligations.

ARTICLE 11: NEGOTIATOR - IERT ALLOWANCE

(REFERENCE: CLAUSE 43.05 OF THE COLLECTIVE AGREEMENT)

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

ARTICLE 12: OVERTIME HIRING

(REFERENCE: CLAUSE 21.10 OF THE COLLECTIVE AGREEMENT)

- 12.01** For the purpose of paragraph 21.10(a) of the collective agreement, 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.
- 12.02** CSC shall make available the 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.



12.03 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.

ARTICLE 13: OVERTIME AVERAGING

13.01 A CX recruit who begins working at a site during the fiscal year, shall have the current average hours of overtime offered to CX-01's, at that site, or at women's 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.

13.02 The same principle shall apply to correctional officers who have been acting outside the bargaining unit, during the current fiscal year. This change in practice shall be contingent on the programming of the electronic scheduling system to manage such situations.

PART III – DISCIPLINARY MEASURES

ARTICLE 14: DISCIPLINE

(REFERENCE: ARTICLE 17 OF THE COLLECTIVE AGREEMENT)

14.01 Effective on January 5, 2021, the Correctional Service of Canada will no longer impose financial penalties as disciplinary measures to members of the bargaining unit.

ARTICLE 15: STAFFING PROCESS

(REFERENCE: CLAUSE 17.09 OF THE COLLECTIVE AGREEMENT)

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

15.01 For the purposes of staffing, including competitive staffing processes, any document or written statement related to discipline shall not be used as the sole reason for a staffing action.

ARTICLE 16: SUSPENSION DURING AN INVESTIGATION

(REFERENCE: ARTICLE 17 OF THE COLLECTIVE AGREEMENT)

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

16.01 When an employee is the subject of an investigation and a decision has been made by local management to remove him or her from his or her post or duties, or to temporarily re-assign him or her to another post or work location, the employee is designated as being on administrative duties with pay until such time as the investigation is complete and a decision has been rendered on the status of the employee.

16.02 However, in circumstances where local management is satisfied that the continued



presence of an employee presents a serious or immediate risk to staff inmates, the public, or the reputation of CSC, the employee can be suspended without pay until the conclusion of the investigation and a decision has been rendered on the status of the employee.

16.03 In such case as identified in clause 16.02 above, local management shall review every three (3) weeks the status of the investigation and consider the possibility of reinstatement within a reasonable period of time provided there is no longer a serious or immediate risk. Every three (3) weeks the local management will inform the employee in writing of the decision with the applicable reasons. The reasons must be sufficient enough to allow the employee to understand the rationale for the decision.

16.04 The national union representatives may engage in a dialogue with the appropriate management representatives at the national level when administrative issues arise in the disciplinary process.

PART IV – JOINT LABOUR MANAGEMENT COMMITTEES

ARTICLE 17: JOINT LABOUR MANAGEMENT COMMITTEES

17.01 The following committee terms of reference found in the Global Agreement signed on January 5, 2021, as well as Return to Work and Duty to Accommodate Committee Terms of Reference signed on July 31st, 2023, will continue to form part of the Global Agreement and will be incorporated in the Terms of reference of each committee:

- Return to Work and Duty to Accommodate Committee
- Workplace Health & Safety Committees
- Regional Health and Safety Policy Committees
- National Health & Safety Policy Committee
- National Safety and Security Committee for Correctional Officers
- Labour Relations Committees
- Grievance Committees
- Uniform Committee
- Training Committee
- Work Description Committee

17.02 Dispute resolution process in regard to the above committee terms of reference shall be done in accordance with Part V – Dispute resolution in this agreement.

PART V - DISPUTE RESOLUTION

ARTICLE 18: MEDIATION PROCESS

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

18.01 Where there is a disagreement between the parties with regard to the interpretation of



this agreement and the parties at the local level have not succeeded in settling this disagreement, the following process shall apply:

- a. As soon as one is aware of the disagreement, it shall be submitted to the UCCO-SACC- CSN National Executive and to senior CSC management;
- b. From that point, the parties have thirty (30) days to settle the disagreement;
- c. At the end of the thirty (30) day period mentioned at point (b), if the disagreement continues to exist, the parties will request the immediate intervention of a mediator as agreed to by the parties.
- d. The meeting with the mediator shall be held within thirty (30) days of the request.
- e. Should the parties not reach an agreement, the mediator shall make a recommendation to them on the same day of the meeting.

18.02 Where applicable, the costs related to the mediation shall be assumed by the CSC.

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

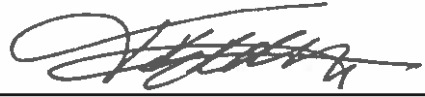
It is understood that the provisions contained in this global agreement are not part of the collective agreement for the CX group and therefore not subject to grievances but rather to a distinct dispute resolution process. The present agreement is valid until the signature of the next collective agreement.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

For CSC:

For UCCO-SACC-CSN:




Anne Kelly
Commissioner



Jeff Wilkins
National President



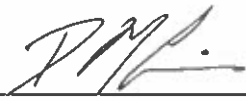
France Gratton
Senior Deputy Commissioner



Frédérick Lebeau
National Vice-President



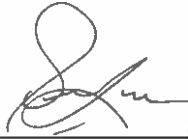
Guy Morissette
Assistant Commissioner
Human Resource Management




Daniel MacKinnon
Second National Vice-President



Jay Pyke
Assistant Commissioner
Correctional Operations and
Programs



René Howe
Atlantic Regional Vice-President



Mike Bolduc
Québec Regional President



Kevin Snedden
Regional Deputy Commissioner
Ontario Region

Christopher Bucholtz
Ontario Regional President

Michel Nasrallah
Director General,
Labour Relations and Workplace
Management

James Bloomfield
Prairie Regional President

Patrick Giroux
Director,
Corporate Labour Relations

John Randle
Pacific Regional President

Danielle Chainé
Employer Advisor

Michel Bouchard
Union Advisor, CSN

2025-02-26

Ottawa,