



NEGOTIATION PROJECT

UCCO-SACC-CSN

COLLECTIVE AND GLOBAL AGREEMENTS

May 2014

** If applicable, any typos and errors will be corrected before submitting to the employer.*

CURRENT TEXT	PROPOSAL
Article 2: INTERPRETATION AND DEFINITIONS	
<p>(n) “overtime” means (heures supplémentaires):</p> <p>(i) in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work;</p> <p>or</p> <p>(ii) in the case of a part-time employee, authorized work in excess of the normal daily or weekly hours of work of a full-time employee specified by this collective agreement but does not include time worked on a holiday;</p>	<p>(n) “overtime” means (heures supplémentaires):</p> <p>(i) in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work and any hours worked continuously once an employee has worked overtime;</p> <p>or</p> <p>(ii) in the case of a part-time employee, authorized work in excess of the normal daily or weekly hours of work of a full-time employee specified by this collective agreement but does not include time worked on a holiday;</p>
Article 7: RECOGNITION	
	<p>7.02 Any person who does not belong to the bargaining unit covered by the present collective agreement shall not perform any work normally performed by employees covered by the present collective agreement.</p>
Article 17: DISCIPLINE	
<p>17.03 At any administrative inquiry, hearing or investigation conducted by the Employer, where the actions of an employee may have had a bearing on the events or circumstances leading thereto, and the employee is required to appear at the administrative inquiry, hearing or investigation being conducted, he or she may be accompanied by an employee representative. The unavailability of the representative will not delay the inquiry, hearing or investigation more than forty-eight (48) hours from the time of notification to the employee.</p> <p>17.07 Subject to the <i>Access to Information and Privacy Act</i>, the Employer shall provide the employee access to the information used during the disciplinary investigation.</p>	<p>17.03 At any administrative inquiry, hearing or investigation conducted by the Employer, where the actions of an employee may have had a bearing on the events or circumstances leading thereto, and the employee is required to appear at the administrative inquiry, hearing or investigation being conducted, he or she may be accompanied by an employee representative designated by the Union. The unavailability of the representative will not delay the inquiry, hearing or investigation more than forty-eight (48) hours from the time of notification to the employee.</p> <p>17.07 Subject to the <i>Access to Information and Privacy Acts</i>, the Employer shall provide the employee access to all the information used during the disciplinary or administrative investigation, promptly and prior to the disciplinary hearing.</p>

2014 Negotiation Project – Collective Agreement

CURRENT TEXT	PROPOSAL
<p>17.07 Subject to the <i>Access to Information and Privacy Act</i>, the Employer shall provide the employee access to the information used during the disciplinary investigation.</p> <p>17.08 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.</p> <p>17.09 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.</p>	<p>17.08 Subject to the <i>Access to Information and Privacy Acts</i>, the Employer shall provide the employee access to all the relevant information in its possession, promptly and at least forty-eight (48) hours prior to the administrative inquiry, hearing or investigation.</p> <p>17.09 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.</p> <p>17.10 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after one (1) year is elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.</p> <p>17.11 Administrative and disciplinary inquiries, hearings or investigations may only be conducted by someone who is not directly involved in the events under review.</p>
Article 18: HEALTH AND SAFETY	
<p>18.01 The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Union, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.</p>	<p>18.01 The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Union, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury or illness.</p>
Article 19: JOINT CONSULTATION	
	<p><i>Same text that was at 43.04</i> 19.05 Uniform Committee (a)The Employer and the Union shall maintain a national committee regarding</p>

CURRENT TEXT	PROPOSAL
	<p>uniforms, footwear and the utility belt. Excluded shall be security equipment.</p> <p>(b) The committee shall be composed of two (2) Union representatives and two (2) Employer representatives.</p> <p>(c) The committee shall meet twice a year for a maximum of two (2) days each time.</p> <p>(d) The committee’s mandate shall notably be:</p> <p>(i) to consult, discuss and recommend correctional officers’ needs regarding uniforms, footwear and the utility belt, taking into account the gender-specific needs of female correctional officers.</p> <p>(ii) to receive complaints and make any recommendations it deems appropriate to the Executive Committee of the Correctional Service of Canada (CSC).</p> <p>(iii) to recommend the allowances that are necessary and sufficient to look after and replace the items enumerated in sub-paragraph (i).</p>
Article 20: GRIEVANCES	
<p>20.12 The Employer shall normally reply to an individual or group grievance, at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the grievor, the grievance may be referred to the next higher level in the grievance procedure within ten (10) days after that decision or</p>	<p><i>Individual Grievances</i></p> <p>20.07 On written request by the employee or the union, the Employer shall provide, within thirty (30) days, all elements of evidence that it intends to submit at adjudication as well as all evidence that is in its possession and is relevant to the case.</p> <p><i>Renumbering, not deletion of articles</i></p> <p>20.12 The Employer shall normally reply to an individual or group grievance, at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the grievor, the grievance may be referred to the next higher level in the grievance procedure within twenty (20) days after the presentation of the</p>

CURRENT TEXT	PROPOSAL
<p>settlement has been conveyed to him or her in writing.</p> <p>20.13 If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the grievor may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.</p>	<p>grievance at that level.</p> <p>20.13 If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the grievance is considered submitted at the next higher level of the grievance procedure.</p> <p>Group Grievances</p> <p>20.29 On written request by the union, the Employer shall provide, within thirty (30) days, all elements of evidence that it intends to submit at adjudication as well as all evidence that is in its possession and is relevant to the case.</p> <p><i>Renumbering, not deletion of articles</i></p> <p>Policy Grievances</p> <p>20.36 On written request by the union, the Employer shall provide, within thirty (30) days, all elements of evidence that it intends to submit at adjudication as well as all evidence that is in its possession and is relevant to the case.</p> <p><i>Renumbering, not deletion of articles</i></p>
Article 21: HOURS OF WORK AND OVERTIME	
<p>21.03</p> <p>(a) Shift schedules shall be posted at least fourteen (14) calendar days in advance of the starting date of the new schedule in order to provide an employee with reasonable notice as to the shift he or she will be working. The shift as indicated in this schedule shall be the employee's regularly scheduled shift.</p> <p>(...)</p> <p>(d) An employee whose regularly scheduled shift is changed, pursuant to subparagraph 21.02(b)(ii), without forty-eight (48) hours prior notice shall be compensated at the rate of time and three-quarters (1 ¾) for the first (1st) full</p>	<p>21.03</p> <p>(a) Except in cases of mutual agreement with the union, shift schedules shall be posted at least twenty-eight (28) calendar days in advance of the starting date of the new schedule in order to provide an employee with reasonable notice as to the shift he or she will be working. The shift as indicated in this schedule shall be the employee's regularly scheduled shift.</p> <p>(...)</p> <p>(d) An employee whose regularly scheduled shift is changed, pursuant to subparagraph 21.02(b)(ii), without seven (7) days prior notice shall be compensated at the rate of time and three-quarters (1 ¾) for the first (1st) full</p>

CURRENT TEXT	PROPOSAL
<p>shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight-time.</p> <p>21.05 (a) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.</p> <p>21.08 (...) Day Shift - 10:30 - 13:30 hours (10:30 a.m. to 1:30 p.m.) Evening Shift - 16:30 - 19:30 hours (4:30 p.m. to 7:30 p.m.) Night Shift - 02:30 - 05:30 hours (2:30 a.m. to 5:30 a.m.)</p> <p>21.10: Assignment of Overtime Work (...) (a) to allocate overtime work on an equitable basis among readily available qualified employees, (...)</p> <p>21.14 Compensation in cash or Leave with Pay (...) (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. (d) At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, as calculated from the</p>	<p>shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight-time.</p> <p>21.05 (b) Provided sufficient advance notice is given, employees may exchange shifts if there is no increase in cost to the Employer.</p> <p>21.08 (...) Day Shift - 11:00 - 13:30 hours (11:00 a.m. to 1:30 p.m.) Evening Shift - 17:00 - 19:00 hours (4:30 5:00 p.m. to 7:00 p.m.) Night Shift - 02:30 - 05:30 hours (2:30 a.m. to 5:30 a.m.)</p> <p>21.10: Assignment of Overtime Work (...) (a) to allocate overtime work on the basis of the fewest hours worked and offered during the fiscal year among readily available qualified employees, (...) (d) A person designated by the local union has access to SDS.</p> <p>21.14 Compensation in cash or Leave with Pay (...) (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, at the rate the leave was earned. (d) At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, at the rate the leave was earned.</p>

CURRENT TEXT	PROPOSAL
<p>classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.</p> <p>(...)</p> <p>21.15 Overtime meal allowance</p> <p>(a) An employee who works three (3) or more hours of overtime immediately before or following the scheduled hours of work shall be reimbursed expenses for one (1) meal in the amount of ten dollars (\$10.00), except where a free meal is provided.</p> <p>(b) When an employee works overtime continuously beyond the period provided in paragraph (a) above, he or she shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10.00) for each four (4) hour period of overtime worked thereafter, except where a free meal is provided.</p> <p>(c) Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to his or her place of work.</p>	<p>(...)</p> <p>21.15 Overtime meal allowance</p> <p>(a) An employee who works three (3) or more hours of overtime immediately before or following the scheduled hours of work shall be reimbursed expenses for one (1) meal in the amount of twenty-five dollars (\$25.00).</p> <p>(b) When an employee works overtime continuously beyond the period provided in paragraph (a) above, he or she shall be reimbursed for one (1) additional meal in the amount of twenty-five dollars (\$25.00) for each four (4) hour period of overtime worked thereafter.</p> <p>(c) Except as may be required in a penitentiary emergency, the Employer shall:</p> <ul style="list-style-type: none"> i. grant a correctional officer a paid thirty (30) minute period away from his work post to have a meal within the reserve, for every complete eight (8) hour period, and ii. notwithstanding paragraph (a) above, a correctional officer may exceptionally be required to eat his or her meal at their work post when the nature of the duties makes it necessary. <p>(d) Notwithstanding paragraph (c) above, in situations governed by paragraphs (a) and (b) above, the employer shall grant a thirty (30) minute meal break corresponding to each meal or meal expense entitlement.</p> <p>(e) In the event that the Employer is unable to grant an employee's meal breaks, in lieu thereof the employee shall receive an additional one half (½) hour of compensation at time and three-quarters (¾) for each meal break entitlement.</p>

2014 Negotiation Project – Collective Agreement

CURRENT TEXT	PROPOSAL
(d) When an employee is on travel status, meal and lodging allowances shall be those provided by the National Joint Council Travel Directive.	(f) When an employee is on travel status, meal and lodging allowances shall be those provided by the National Joint Council Travel Directive.
Article 24: CALL BACK PAY	
Effective January 1, 2014, all references and entitlements related to Designated Paid Holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement.	<i>Remove reference</i>
Article 25: SHIFT PREMIUMS	
<p>25.01 Shift Premium An employee working on shifts will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between 3:00 p.m. and 7:00 a.m. The shift premium will not be paid for hours worked between 7:00 a.m. and 3:00 p.m.</p> <p>25.02 Weekend Premium An employee working on shifts during a weekend will receive an additional premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.</p>	<p>25.01 Shift Premium An employee will receive a shift premium of two dollars twenty-five cents (\$2.25) per hour for all hours worked, including overtime hours, between 3:00 p.m. and 7:00 a.m. The shift premium will not be paid for hours worked between 7:00 a.m. and 3:00 p.m.</p> <p>25.02 Weekend Premium An employee working during a weekend will receive an additional premium of two dollars twenty-five cents (\$2.25) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.</p>
Article 26: DESIGNATED PAID HOLIDAYS	
Effective January 1, 2014, all references and entitlements related to Designated Paid Holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement.	<i>Remove reference</i>
<p>26.02 An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 14, Leave With or Without Pay For Union Business.</p> <p>26.03 When a day designated as a holiday under clause 26.01 coincides with an employee's day of rest, the holiday shall</p>	<p><i>Keep 26.01, replace 26.02 with following text, remove rest of article except 26.09 which becomes 26.03</i></p> <p>26.02 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 paid holiday is not entitled to eight decimal five (8.5) lieu hours for the holiday,</p>

CURRENT TEXT	PROPOSAL
<p>be moved to the first (1st) scheduled working day following the employee’s day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.</p> <p>When two (2) days designated as holidays under clause 26.01 coincide with an employee’s consecutive days of rest, the holidays shall be moved to the employee’s first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.</p> <p>26.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 26.03:</p> <p>(a) work performed by an employee on the day from which the holiday was moved shall be considered as worked performed on a day of rest, and</p> <p>(b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.</p> <p>26.05</p> <p>(a) When an employee works on a holiday, he or she shall be paid time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work as specified in Article 21 of this collective agreement and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday.</p> <p>(b) The pay that the employee would have been granted had he or she not worked on a designated paid holiday is eight (8) hours remunerated at straight-time.</p> <p>26.06 When an employee is required to</p>	<p>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.</p> <p>(b) On January 1st of each year an employee shall receive an advance of credits equivalent to the anticipated credits that may be earned for the calendar year in the amount of ninety-three decimal five (93.5) hours in lieu (“lieu hours”) of designated paid holidays. In the event that an additional national holiday is proclaimed as per paragraph 26.01 (l), this amount shall be increased by eight decimal five (8.5) hours;</p> <p>(c) An employee whose hours of work are scheduled after January 1st shall receive an advance of credits of hours in lieu (“lieu hours”) of designated paid holiday credits equivalent to the remaining number of designated paid holidays that may be earned in the remainder of the calendar year multiplied by eight decimal five (8.5);</p> <p>(d) Subject to operational requirements, the Employer shall make every reasonable effort to grant lieu hours at times desired by the employee provided the employee provides forty-eight (48) hours advance notice;</p> <p>(e) An employee’s remaining lieu hours on December 31st, or on the date of termination of employment, shall be paid at one decimal five (1.5) multiplied by the employee’s straight-time hourly rate of pay of the substantive position on December 31st;</p> <p>(f) Any unearned lieu hours used or paid under the provisions of this clause shall be subject to recovery.</p>

CURRENT TEXT	PROPOSAL
<p>report for work and reports on a designated holiday, the employee shall be paid the greater of:</p> <p>(a) compensation in accordance with the provisions of clause 26.05;</p> <p>or</p> <p>(b) three (3) hours pay at the applicable overtime rate of pay.</p> <p>26.07 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.</p> <p>26.08 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.</p> <p>26.09 The Employer will as much as possible, not schedule an employee to work both December 25 and January 1 in the same holiday season without his or her consent. In order to achieve this goal, the Employer shall transmit to the Local Union, prior to November 15 every year, the work schedule covering the period mentioned above. If difficulties should arise with regard to achieving the goals stipulated above, the employer and the Union shall meet to work out the best way of achieving the stipulated goals.</p>	<p>26.03 The Employer will as much as possible, not schedule an employee to work both December 25 and January 1 in the same holiday season without his or her consent. In order to achieve this goal, the Employer shall transmit to the Local Union, prior to November 15 every year, the work schedule covering the period mentioned above. If difficulties should arise with regard to achieving the goals stipulated above, the employer and the Union shall meet to work out the best way of achieving the stipulated goals.</p>
Article 27: TRAVELLING TIME	
<p>Effective January 1, 2014, all references and entitlements related to Designated Paid Holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement.</p> <p>27.05 This article does not apply to an employee when the employee travels by any type of transport in which he or she is required to perform work, and/or which</p>	<p><i>Remove reference</i></p> <p>27.05 This article does not apply to an employee when the employee travels by any type of transport in which he or she is required to perform work, and/or which</p>

CURRENT TEXT	PROPOSAL
<p>also serves as his or her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:</p> <p>(a) on a normal working day, his or her regular pay for the day, or</p> <p>(b) pay for actual hours worked in accordance with Article 26, Designated Paid Holidays, and Article 21, Work and Hours, Overtime of this collective agreement.</p>	<p>also serves as his or her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:</p> <p>(a) on a normal working day, his or her regular pay for the day, or</p> <p>(b) pay for actual hours worked in accordance with Article 21, Work and Hours, Overtime of this collective agreement.</p>
Article 29: VACATION LEAVE WITH PAY	
<p>29.02: Accumulation of vacation leave credits</p> <p>(...)</p> <p>(a) ten (10) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;</p> <p>(b) thirteen decimal three three four (13.334) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;</p> <p>(c) fourteen decimal six six seven (14.667) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;</p> <p>(d) fifteen decimal three three four (15.334) hours commencing with the month in which the employees seventeenth (17th) anniversary of service occurs;</p> <p>(e) sixteen decimal six six seven (16.667) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;</p> <p>(f) eighteen decimal six six seven (18.667) hours commencing with the month in which the employees twenty-seventh (27th) anniversary of service occurs;</p> <p>(g) twenty (20) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.</p>	<p>29.02: Accumulation of vacation leave credits¹</p> <p>(...)</p> <p>(a) ten (10) hours until the month in which the anniversary of the employee's sixth (6th) year of service occurs;</p> <p>(b) thirteen decimal three three four (13.334) hours commencing with the month in which the employee's sixth (6th) anniversary of service occurs;</p> <p>(c) sixteen decimal six six seven (16.667) hours commencing with the month in which the employee's twelfth (12th) anniversary of service occurs;</p> <p>(d) twenty (20) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs.</p>

¹ See Appendix 1

2014 Negotiation Project – Collective Agreement

CURRENT TEXT	PROPOSAL
<p>29.07 (...) (a) grant the employee vacation leave for at least two (2) consecutive weeks provided notice is given prior to May 31st of any vacation year; (...)</p> <p>29.09 When, after December 1st of any vacation year, vacation leave has not been scheduled or taken by an employee, the Employer may schedule such leave during the remainder of the vacation year providing written notice is given to the employee seven (7) calendar days in advance.</p> <p>29.14 (...) b) With mutual consent between the employee and the employer, carried over into the following vacation year provided the employee has indicated his or her choice to the Employer by December 1st. Carry-over beyond one (1) year shall be by mutual consent but in any event the total accumulation shall not exceed two hundred forty (240) hours; or c) In the absence of mutual consent, scheduled by the Employer in accordance with clause 29.09.</p>	<p>29.07 (...) (a) grant the employee vacation leave for at least two (2) consecutive weeks provided notice is given prior to April 1st of any vacation year; (...)</p> <p><i>Remove article</i></p> <p>29.14 (...) b) Carried over into the following vacation year provided the employee has indicated his or her choice to the Employer by December 1st. Carry-over beyond one (1) year shall be by mutual consent but in any event the total accumulation shall not exceed two hundred forty (240) hours.</p> <p><i>29.20 Vacation leave with pay</i> (a) After the employee's first (1st) anniversary of service, he or she shall be credited a one-time entitlement of forty (40) hours of vacation leave with pay as defined in clause 29.03. (b) The vacation leave credits provided in paragraph 29.20 (a) above shall be excluded from the application of paragraph 29.14.</p>
Article 30: OTHER LEAVE WITH OR WITHOUT PAY	
<p>30.01: Marriage Leave With Pay (a) After the completion of one (1) year's continuous employment in the Public Service, and providing an employee gives</p>	<p><i>Remove article</i></p>

CURRENT TEXT	PROPOSAL
<p>the Employer at least five (5) days' notice, the employee shall be granted forty (40) hours' marriage leave with pay for the purpose of getting married.</p> <p>(b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.</p> <p>30.02 For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.</p> <p>(...)</p> <p>(b) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.</p> <p>(...)</p> <p>30.07: Parental allowance</p> <p>(...)</p> <p>(k) The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.</p> <p>30.13: Leave with Pay for Family-Related Responsibilities</p> <p>(a) For the purpose of this Article, family is</p>	<p>30.02 For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, stepbrother, stepsister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law and relative permanently residing in the employee's household or with whom the employee permanently resides.</p> <p>(...)</p> <p>(b) An employee is entitled to two (2) day's bereavement leave with pay for the purpose related to the death of his or her aunt, uncle, brother-in-law or sister-in-law.</p> <p>(...)</p> <p>30.07: Parental allowance</p> <p>(...)</p> <p>(k) The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-five (55) weeks for each combined maternity and parental leave without pay.</p> <p>30.13: Leave with Pay for Personal Reasons</p> <p>a) The employer grants forty (40) hours of</p>

CURRENT TEXT	PROPOSAL
<p>defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), foster children, parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.</p> <p>(b) The total leave with pay which may be granted under this clause shall not exceed forty (40) hours in a fiscal year.</p> <p>(c) Subject to clause 30.13(b), the Employer shall grant leave with pay under the following circumstances:</p> <p>(i) to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;</p> <p>(ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;</p> <p>(iii) to provide for the immediate and temporary care of an elderly member of the employee's family;</p> <p>(iv) for needs directly related to the birth or to the adoption of the employee's child.</p> <p>(d) Sixteen (16) hours out of the forty (40) hours stipulated in paragraph (b) can be used for personal reasons.</p> <p>(e) Eight (8) hours out of the forty (40) hours stipulated in clause 30.13 above may be used:</p> <p>(i) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;</p> <p>(ii) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;</p> <p>(iii) to attend an appointment with a legal or paralegal representative for non-employment related matters, or</p>	<p>leave with pay per fiscal year for personal reasons.</p>

CURRENT TEXT	PROPOSAL
<p>with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.</p> <p>30.15: Court Leave (...) (c) by subpoena or summons to attend as a witness in any proceeding held: (...)</p>	<p>30.15: Court Leave (...) (c) by subpoena, summons or notice to appear to attend as a witness in any proceeding held: (...)</p>
Article 33: SEVERANCE PAY	
<p>Effective November 5th, 2013 paragraphs 33.01 (b) and (d) are deleted from the collective agreement.</p> <p>33.01 (...) (b) Resignation On resignation, subject to paragraph 33.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay. (...) (d) Retirement (i) On retirement, when an employee is entitled to an immediate annuity under the <i>Public Service Superannuation Act</i> or when the employee is entitled to an immediate annual allowance, under the <i>Public Service Superannuation Act</i>, or (ii) a part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the <i>Public Service Superannuation Act</i>, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the <i>Public Service Superannuation Act</i>, a severance payment in respect of the</p>	<p><i>Remove reference</i></p> <p><i>Remove 33.01 (b) and (d)</i></p>

CURRENT TEXT	PROPOSAL
<p>employee’s complete period of continuous employment, comprised of one (1) week’s pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks’ pay.</p> <p>33.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under this article be pyramided. For greater certainty, payments made pursuant to 33.04 – 33.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 33.02.</p> <p>33.03 Appointment to a separate employer organization An employee who resigns to accept an appointment with an organization listed in Schedule V of the <i>Financial Administration Act</i> shall be paid all severance payment resulting from the application of 33.01(b) (prior to date of signing) or clauses 33.04 – 33.07 (commencing on date of signing).</p> <p>33.04 Severance termination Subject to 33.02 above, indeterminate employees on November 5, 2013 shall be entitled to severance termination benefits equal to one (1) week’s pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.</p>	<p>33.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under this article be pyramided. For greater certainty, payments made pursuant to 33.04–33.06 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 33.02.</p> <p>33.03 Appointment to a separate employer organization An employee who resigns to accept an appointment with an organization listed in Schedule V of the <i>Financial Administration Act</i> shall be paid all severance payment resulting from the application clauses 33.04 –33.06.</p> <p>33.04 Severance termination Subject to 33.02 above, indeterminate employees shall be entitled to severance termination benefits equal to one (1) week’s pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.</p>

CURRENT TEXT	PROPOSAL
<p>33.07 Appointment from a Different Bargaining Unit This clause applies in a situation where an employee is appointed into a position in the CX bargaining unit from a position outside the CX bargaining unit where, at the date of appointment, provisions similar to those in 33.01 (b) and (d) are still in force, unless the appointment is only on an acting basis.</p> <p>(a) Subject to 33.02 above, on the date an indeterminate employee becomes subject to this Agreement after (date of signing), he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.</p> <p>(b) Subject to 33.02 above, on the date a term employee becomes subject to this Agreement after (date of signing), he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.</p> <p>(c) An employee entitled to severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in 33.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.</p> <p>(d) An employee who does not make a selection under 33.07(c) will be deemed to have chosen option 33.05(b).</p>	<p><i>Remove article</i></p>
Article 34: MODIFIED HOURS OF WORK	
<p>Effective January 1, 2014, all references and entitlements related to Designated Paid Holidays no longer apply to employees</p>	<p><i>Remove reference</i></p>

CURRENT TEXT	PROPOSAL
<p>working shifts in accordance with clause 21.02 of this agreement.</p> <p>Lieu Hours in Lieu of Designated Paid Holidays</p> <p>(a) An employee is entitled to lieu hours and is not entitled to designated paid holidays. This employee shall instead earn lieu hours at the rate of eight decimal five (8.5) hours per designated paid holiday as defined in clause 26.01. An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to 8.5 lieu hours for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 14, Leave With or Without Pay For Union Business.</p> <p>(b) On January 1st of each year an employee shall receive an advance of credits equivalent to the anticipated credits that may be earned for the calendar year in the amount of 93.5 hours in lieu (“lieu hours”) of designated paid holidays. In the event that an additional national holiday is proclaimed as per paragraph 26.01 (l), this amount shall be increased by eight decimal five (8.5) hours;</p> <p>(c) An employee whose hours of work are scheduled after January 1st shall receive an advance of credits of hours in lieu (“lieu hours”) of designated paid holiday credits equivalent to the remaining number of designated paid holidays that may be earned in the remainder of the calendar year multiplied by eight decimal five (8.5);</p> <p>(d) Subject to operational requirements, the Employer shall make every reasonable effort to grant lieu hours at times desired by the employee provided the employee provides forty-eight (48) hours advance notice;</p> <p>(e) An employee’s remaining lieu hours on December 31st shall be paid at one decimal five (1.5) multiplied by the employee’s straight-time hourly rate of</p>	<p><i>Remove article</i></p>

CURRENT TEXT	PROPOSAL
<p>pay of the substantive position on December 31st;</p> <p>(f) Any unearned lieu hours used or paid under the provisions of this clause shall be subject to recovery.</p> <p>Exchange of Shifts On exchange of shifts between employees, if provided in this collective agreement, the Employer shall pay as if no exchange had occurred.</p> <p>Breaks Employees working modified shift schedules are permitted, in addition to the lunch or meal break provided in paragraph 21.07, an additional fifteen (15) minute break per additional four (4) hour period of work beyond eight (8) hours.</p>	<p><i>Remove article</i></p> <p>Meal Breaks Employees working modified shift schedules are permitted, in addition to the lunch or meal break provided in paragraph 21.07, an additional fifteen (15) minute meal break per additional four (4) hour period of work beyond eight (8) hours up to sixteen hours of continuous work. When an employee works sixteen (16) hours, the employee is entitled to an additional thirty (30) minute meal break.</p>
Article 35 - Part-Time Employees	
<p><i>Effective January 1, 2014, all references and entitlements related to Designated Paid Holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement.</i></p> <p>35.06 A part-time employee shall not be paid for the designated holidays but shall, instead, be paid four decimal two five (4.25) per cent for all straight-time hours worked.</p> <p>35.07 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 26.01 of this agreement, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by this agreement and double (2) time thereafter.</p>	<p><i>Remove reference</i></p> <p>35.06 A part-time employee is entitled to the provisions of Article 26 in the same proportion as the employee's normal weekly hours of work compared with the normal weekly hours of work.</p> <p><i>Remove article</i></p>

CURRENT TEXT	PROPOSAL
<p>35.08 A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 26.01 of this agreement, shall be paid for the time actually worked in accordance with clause 35.07, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.</p> <p>Vacation Leave</p> <p>35.14 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee’s normal work week, at the rate for years of service established in clause 29.02 of this agreement, prorated and calculated as follows:</p> <p>(a) when the entitlement is ten (10) hours a month, .250 multiplied by the hours in the employee’s work week per month;</p> <p>(b) when the entitlement is thirteen decimal three three four (13.334) hours a month, .333 multiplied by the hours in the employee’s work week per month;</p> <p>(c) when the entitlement is fourteen decimal six six seven (14.667) hours a month, .367 multiplied by the hours in the employee’s work week per month;</p> <p>(d) when the entitlement is fifteen decimal three three four (15.334) hours a month, .383 multiplied by the hours in the employee’s work week per month;</p> <p>(e) when the entitlement is sixteen decimal six six seven (16.667) hours a month, .417 multiplied by the hours in the employee’s work week per month;</p> <p>(f) when the entitlement is eighteen decimal six six seven (18.667) hours a month, .46667 multiplied by the hours in the employee’s work week per month;</p> <p>(g) when the entitlement is twenty (20) hours a month, .500 multiplied by the hours in the employee’s work week per month;</p>	<p><i>Remove article</i></p> <p>Vacation Leave</p> <p>35.14 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee’s normal work week, at the rate for years of service established in clause 29.02 of this agreement, prorated and calculated as follows:</p> <p>(a) when the entitlement is ten (10) hours a month, .250 multiplied by the hours in the employee’s work week per month;</p> <p>(b) when the entitlement is thirteen decimal three three four (13.334) hours a month, .333 multiplied by the hours in the employee’s work week per month;</p> <p>(c) when the entitlement is sixteen decimal six six seven (16.667) hours a month, .417 multiplied by the hours in the employee’s work week per month;</p> <p>(d) when the entitlement is twenty (20) hours a month, .500 multiplied by the hours in the employee’s work week per month;</p>

CURRENT TEXT	PROPOSAL
Article 43: ALLOWANCES AND PREMIUMS	
<p>43.01: Dog Handlers' Allowance (a) When an employee is required to handle a trained dog to watch over inmates, or a detector dog, during a shift, the employee shall be paid four dollars (\$4.00) for each period in which the employee handles the dog for a minimum of one (1) hour within the first four (4) hours immediately after the commencement of the shift. The same amount shall be paid under the same conditions for any succeeding period of four (4) hours.</p> <p>(b) Provided an employee gives the Employer at least two (2) weeks' advance notice before the commencement of the next work schedule of the employee's intention not to work with the dog, an employee shall not be required to handle a dog except as may be required in a penitentiary emergency.</p> <p>(c) The employer shall reimburse the employee who is required to use a dog in the performance of their duties. For all site management approved expenses, the handler shall be reimbursed for their incurred expenses in accordance with the nationally approved list.</p> <p>A committee composed of two (2) Union representatives and two (2) Employer representatives shall meet twice per year to recommend to the employer amendments to the approved list of equipment and expenses related to the dog handler position.</p> <p>43.02: Responsibility Allowance Where, in a minimum security institution, the Director or other senior institutional personnel are not on duty on the evening shift and night shift from Monday to Friday and all shifts on weekends and statutory holidays, a Correctional Officer, at the CX-2 level, may be designated by management as the senior officer of the shift. The Senior</p>	<p>43.01: Detector_Dog Handlers' Allowance (a) When an employee is required to handle a trained detector dog during a shift, the employee will receive an allowance of two dollars fifty cents (\$2.50) per hour for all hours worked, including overtime.</p> <p>(b) Provided an employee gives the Employer at least two (2) weeks' advance notice before the commencement of the next work schedule of the employee's intention not to work with the dog, an employee shall not be required to handle a detector dog except as may be required in a penitentiary emergency.</p> <p>(c) The employer shall reimburse the employee who is required to use a detector dog in the performance of their duties. For all site management approved expenses, the detector dog handler shall be reimbursed for their incurred expenses in accordance with the nationally approved list.</p> <p>A committee composed of two (2) Union representatives and two (2) Employer representatives shall meet twice per year to recommend to the employer amendments to the approved list of equipment and expenses related to the detector_dog handler position.</p> <p>43.02: Responsibility Allowance Where, in a minimum security institution, the Director or other senior institutional personnel are not on duty will receive the Correctional Manager acting pay.</p>

CURRENT TEXT	PROPOSAL
<p>officer of the shift shall be compensated for assuming these additional duties and responsibilities by an allowance of three dollars (\$3.00) for each period of four (4) hours worked per shift.</p> <p>Note: When an employee, who is in receipt of a special duty allowance or an extra duty allowance, is granted leave with pay, that employee is entitled during that period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis or for a period of two (2) or more months prior to the period of leave.</p> <p>43.03: Clothing Allowance Those Correctional Officers I (CX-1) and Correctional Officers II (CX-2) employees, including those who are pregnant, who are not required to wear a uniform routinely during the course of their Correctional Officer duties shall receive an annual clothing allowance of six hundred dollars (\$6.00). This allowance will be payable once per fiscal year and by March 31. The maximum allowance payable per fiscal year is six hundred dollars (\$6.00). (...)</p> <p>43.04 Uniform Committee (a) The Employer and the Union shall maintain a national committee regarding uniforms, footwear and the utility belt. Excluded shall be security equipment. (b) The committee shall be composed of two (2) Union representatives and two (2) Employer representatives. (c) The committee shall meet twice a year for a maximum of two (2) days each time. (d) The committee’s mandate shall notably be: (i) to consult, discuss and recommend correctional officers’ needs regarding uniforms, footwear and the utility belt, taking into account the gender-specific needs of female correctional officers. (ii) to receive complaints and make any recommendations it deems appropriate</p>	<p>43.03: Clothing Allowance 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 duties shall receive an annual clothing allowance of eight hundred dollars (\$800.00). This allowance will be payable once per fiscal year and by March 31. The maximum allowance payable per fiscal year is eight hundred dollars (\$800.00). (...)</p> <p><i>Article moved under article 19</i></p>

CURRENT TEXT	PROPOSAL
<p>to the Executive Committee of the Correctional Service of Canada (CSC).</p> <p>(iii) to recommend the allowances that are necessary and sufficient to look after and replace the items enumerated in subparagraph (i).</p> <p>43.05: Instructor allowance When an employee acts as an instructor, he shall receive an allowance equal to two dollars fifty cents (\$2.50) per hour, for each hour or part of an hour.</p> <p>43.06: Allowances for employees who accept to be Emergency Response Team, Members The employee who is a member of the Emergency Response Team shall receive a premium of two dollars fifty cents (\$2.50) per hour for each hour or part of an hour as soon as he is called up as a member of the emergency team.</p> <p>This premium shall likewise apply during all training periods provided to emergency team member employee.</p> <p>43.07: Correctional Officer Allowance (...) 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. (...) (b) The value of the Correctional Officer Allowance is one thousand seven hundred and fifty dollars (\$1,750) per annum. This allowance is paid on the same basis as the employee’s regular pay. An employee shall be entitled to receive the Allowance for any month in which he or she receives a minimum of eighty (80) hours’ pay in a position to which the allowance applies.</p>	<p>43.05: Instructor allowance When an employee acts as an instructor, he shall receive an allowance equal to two dollars seventy-five cents (\$2.75) per hour, for each hour or part of an hour worked, including overtime.</p> <p>43.06: Allowances for employees who accept to be members of the Emergency or Fire Response Team, and Negotiators The employee who is a member of the Emergency Response Team and/or of the Fire Response Team and/or Negotiator shall receive a premium of two dollars seventy-five cents (\$2.75) per hour for each hour or part of an hour worked, including overtime, as soon as he or she is called up as a member of the emergency response team, and/or fire response team and/or negotiator.</p> <p>This premium shall likewise apply during all training periods provided to emergency team members, fire response team members or negotiators.</p> <p>43.07: Correctional Officer Allowance (...) The Employer will provide an allowance to incumbents of a CX position for the performance of duties in the Correctional Services group. (...) (b) The value of the Correctional Officer Allowance is one thousand seven hundred and fifty dollars (\$1,750) per annum for the first three years as Correctional Officer, after which it is three thousand five hundred dollars (\$3,500) per annum. This allowance is paid on the same basis as the employee’s regular pay. Employees granted leave with or without pay for union business receive the Correctional</p>

2014 Negotiation Project – Collective Agreement

CURRENT TEXT	PROPOSAL
<p>(c) An employee will be entitled to receive the Correctional Officer allowance:</p> <p>(i) during any period of paid leave up to a maximum of sixty (60) consecutive calendar days;</p> <p>or</p> <p>(ii) during the full period of paid leave where an employee is granted injury-on-duty leave with pay.</p> <p>(d) The Correctional Officer allowance does not form part of a CX's salary except for the calculation of the Maternity and Parental Allowance.</p>	<p>Officer allowance.</p> <p>(c) An employee will be entitled to receive the Correctional Officer allowance during the full period of paid leave where an employee is granted injury-on-duty leave with pay.</p> <p>(d) The Correctional Officer allowance forms part of a CX's salary for the calculation of the Maternity and Parental Allowance and for the purposes of superannuation.</p> <p><i>43.08: Retention and recruitment allowance</i></p> <p>An employee who works at Grande Cache or at Port-Cartier Institution receives a retention and recruitment allowance of two thousand four hundred dollars (\$2,400) per annum. In the case of an employee with a family, this allowance is of three thousand seven hundred dollars (\$3,700) per annum. This allowance shall be paid on the same basis as the employee's regular pay.</p>
Article 45: MATERNITY-RELATED REASSIGNMENT OR LEAVE	
<p>45.08 An employee who returns to work at the end of her maternity leave parental leave may ask for a reduced work week ending no later than twelve (12) months after the end of the maternity leave or the parental leave without pay set out in paragraphs 30.03 and 30.06.</p> <p>(...)</p>	<p>45.08 An employee who returns to work at the end of her maternity leave or parental leave may ask for a reduced work week.</p> <p>(...)</p>
Article 49: PAY ADMINISTRATION	
<p>49.07 When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least eight (8) hour of work, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which</p>	<p>49.07 When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least one (1) hour of work, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which</p>

2014 Negotiation Project – Collective Agreement

CURRENT TEXT	PROPOSAL
he or she acts.	he or she acts. 49.09 All supplementary remuneration is paid on the same basis as the employee's regular pay.
Article 51: DURATION	
51.01 This collective agreement shall expire on May 31, 2014.	51.01 This collective agreement shall expire on May 31, 2017.
APPENDIX "A" - ANNUAL RATES OF PAY	
	2014: 2.6 % 2015: 2.7 % 2016: 2.8 %
APPENDIX "B" – WORK FORCE ADJUSTMENT	
<p>Definitions (...) Guarantee of a reasonable job offer (<i>garantie d'une offre d'emploi raisonnable</i>) - is a guarantee of an offer of indeterminate employment within the public service provided by the deputy head to an indeterminate employee who is affected by work force adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability in the public service. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this appendix.</p> <p>6.3 Options 6.3.1 (...) c) Education allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than seven thousand dollars (\$7000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment. Employees choosing Option (c) could either: (...)</p>	<p>Definitions (...) Guarantee of a reasonable job offer (<i>garantie d'une offre d'emploi raisonnable</i>) - is a guarantee of an offer of indeterminate employment within the public service provided by the deputy head to an indeterminate employee who is affected by work force adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability in the public service. Surplus employees in receipt of this guarantee will have access to the Options available in Part VI of this appendix.</p> <p>6.3 Options 6.3.1 (...) c) Education allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than eleven thousand dollars (\$11000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment. Employees choosing Option (c) could either: (...)</p>
APPENDIX "C" – OVERTIME MEAL ALLOWANCE	
<i>Effective January 1, 2014, all references and entitlements related to Designated Paid</i>	<i>Remove reference</i>

CURRENT TEXT	PROPOSAL
<p><i>Holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement.</i></p> <p>(...)</p> <p>5. Where an employee is scheduled to work overtime on a day of rest or in the case of a day worker on a designated paid holiday, the provisions of clause 21.15, and this appendix only with respect to such additional overtime hours which the employee may work in excess of the employee's prior scheduled hours of overtime on that day without prior notification.</p> <p>(...)</p>	<p>(...)</p> <p>5. Where an employee works overtime on a day of rest apply.</p> <p>(...)</p>
APPENDIX "D" - INMATE ESCORTS	
<p>For the duration of the Correctional Services Group Collective Agreement, the Employer agrees to the following:</p> <p>(...)</p> <p>2. When an officer is required to escort an inmate outside of the Headquarters area the employee will be compensated as follows:</p> <p>(...)</p> <p>b) an officer who is required to escort inmates at a time which is outside the officer's normal regular scheduled</p>	<p>The employer shall grant the employee who works for eight (8) continuous hours, a paid thirty (30) minute period in order for the employee to take a meal break either at or adjacent to his or her place of work.</p> <p>Notwithstanding paragraph a) above, when an employee works overtime, the provisions of paragraphs 21.15 a) b), d) and Article 34 with respect to meal break entitlements shall apply and the employee shall receive a reimbursement of twenty-five dollars (25 \$) for every meal break entitlement.</p> <p>In the event that the Employer is unable to grant an employee a meal break at or adjacent to his or her place of work, in lieu thereof the employee shall receive an additional one half (½) hour of compensation at time and three-quarters (1 ¾).</p> <p>(...)</p> <p>2. When an officer is required to escort an inmate, the employee will be compensated as follows:</p> <p>(...)</p> <p>b) an officer who is required to escort inmates on overtime will be compensated at time and three-</p>

CURRENT TEXT	PROPOSAL
<p>hours of work will be compensated at the applicable overtime rates;</p> <p>(...)</p> <p>d) for day workers, on a statutory holiday or on a day of rest, and for all other employees on a day of rest, the employee will be compensated at the applicable overtime rate for the actual hours worked but in any event, no less than the equivalent of eight (8) hours at the straight-time rate;</p> <p>(...)</p> <p>3. When an officer is required to escort an inmate outside of the officer's Headquarters area the officers will be subject to the following travelling conditions:</p> <p>(...)</p> <p>(b) an officer who is required to escort an inmate on a journey involving at least nine (9) hours will be given an overnight stopover whenever it is expected that the journey will exceed twelve (12) hours from the time of departure from the institution to the time of return to the institution;</p> <p>(c) whenever it is expected that an officer may be required to drive more than eighty (80) kilometers (fifty (50) miles) in any day, beyond the number of kilometers normally defined by the Employer the officer will be given an overnight stopover.</p>	<p>quarters (1 $\frac{3}{4}$);</p> <p>(...)</p> <p>d) on a day of rest, an officer is compensated at time and three-quarters (1 $\frac{3}{4}$) but in any event, no less than the equivalent of eight (8) hours at the straight-time rate;</p> <p>(...)</p> <p>3. When officers are required to escort an inmate outside of the officers' Headquarters area the officers will be subject to the following travelling conditions:</p> <p>(...)</p> <p>(b) an officer who is required to escort an inmate on a journey involving at least nine (9) hours will be given an overnight stopover whenever it is expected that the journey will exceed twelve (12) hours from the time of departure from the institution to the time of return to the institution. In these situations, the National Joint Council Travel Directive applies;</p> <p>(c) in the interest of safety, whenever it is expected that an officer may be required to drive more than five hundred (500) kilometers in any day,-the officer will be given an overnight stopover.</p> <p>If the officer has worked more than one (1) hour before being required to drive, this distance is reduced by thirty-five (35) kilometers for every hour worked before being required to drive.</p> <p>(d) In any case involving more than one (1) officer, the officers are given an overnight stopover for a journey involving more than eight hundred fifty (850) kilometers.</p> <p>If the officers have worked more than one (1) hour before being required to drive, this distance is reduced by thirty-</p>

2014 Negotiation Project – Collective Agreement

CURRENT TEXT	PROPOSAL
	five (35) kilometers for every hour worked before being required to drive.
APPENDIX “E” – MOU REGARDING THE EXCLUSION OF CX-4	
The Employer and the Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada - CSN (UCCO-SACC-CSN) agree to the following: For the duration of this collective agreement, there shall be an exclusion of all positions classified either CX-3 or CX-4 in the bargaining unit described as being composed of “all of the Employer’s employees in the Correctional Services group, as defined in Part 1 of the Canada Gazette for March 27, 1999.”	The Employer and the Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada - CSN (UCCO-SACC-CSN) agree to the following: For the duration of this collective agreement, there shall be an exclusion of all positions classified CX-4 in the bargaining unit described as being composed of “all of the Employer’s employees in the Correctional Services group, as defined in Part 1 of the Canada Gazette for March 27, 1999.”
APPENDIX “J”- LETTER TO KEVIN GRABOWSKY RE: ARTICLE 17	
(...) It is agreed that this provision is designed to provide the employee who was subject to a disciplinary investigation, access to the information and/or document(s) that have been used in the course of said investigation in accordance with the <i>Access to Information Act</i> and the <i>Privacy Act</i> , without the employee having to make an application for said information under the <i>Access to Information Act</i> . The access provided in paragraph 17.07 should be provided promptly within the framework of the disciplinary hearing.	(...) It is agreed that this provision is designed to provide the employee who was subject to a disciplinary investigation, access to the information and/or document(s) that have been used in the course of said investigation in accordance with the <i>Access to Information Act</i> and the <i>Privacy Act</i> , without the employee having to make an application for said information under the <i>Access to Information Act</i> . The access provided in paragraph 17.07 should be provided promptly within the framework of the administrative inquiry, hearing or investigation.
APPENDIX “K”- EFFECTIVE SCHEDULING	
(A) EIGHT DECIMAL FIVE (8.5) HOUR SHIFT SCHEDULES (ARTICLE 21.02) (...) The process to determine how employees are assigned to an eight decimal five (8.5) hour shift schedule is determined by mutual agreement at the local Labour Management Committee level. In cases where mutual agreement cannot be reached on a priority rating system, the institution shall assign among all the employees who have expressed interest and meet the requirements of the position, the employee with the most years of service as a correctional officer.	(A) EIGHT DECIMAL FIVE (8.5) HOUR SHIFT SCHEDULES (ARTICLE 21.02) (...) When a line within the schedule becomes vacant, the line shall be assigned among the employees who have expressed interest and meet the requirements of the position, to the employee with the most years of service as a correctional officer. All other aspects of the process to determine how employees are assigned to an eight decimal five (8.5) hour shift schedule are determined by mutual agreement at the local Labour Management Committee level.

CURRENT TEXT	PROPOSAL
<p>(B) MODIFIED SHIFT SCHEDULES (ARTICLE 34)</p> <p>(...)</p> <p>To maximize substitute relief positions there shall not be any overlap in the shift schedules. There shall be an equitable distribution of substitute relief positions for each day of the week i.e. twelve decimal seven five (12.75) hour substitute relief positions for twelve (12) hour correctional activities.</p> <p>(...)</p> <p>The process to determine how employees are assigned to a modified shift schedule is determined by mutual agreement at the local Labour Management Committee level. In cases where mutual agreement cannot be reached on a priority rating system, the institution shall assign among all the employees who have expressed interest and meet the requirements of the position, the employee with the most years of service as a correctional officer.</p> <p>PROCESS FOR APPROVING SCHEDULE AND SCHEDULE CHANGES</p> <p>Prior to any shift schedules being approved for implementation at any institution, they shall be reviewed and certified by the national committee identified for the purpose of overseeing the shift schedules. The national committee will confirm that the above principles have been adhered to and reflected in the shift schedules. If the shift schedules do not reflect the principles then the shift schedule submitted shall not be certified for implementation and shall be referred back to the local for further changes/amendments.</p> <p>(...)</p>	<p>(B) MODIFIED SHIFT SCHEDULES (ARTICLE 34)</p> <p>(...)</p> <p>To maximize substitute relief positions, overlap in the shift schedule shall not exceed four (4) hours. There shall be an equitable distribution of substitute relief positions for each day of the week i.e. twelve decimal seven five (12.75) hour substitute relief positions for twelve (12) hour correctional activities.</p> <p>(...)</p> <p>When a line within the schedule becomes vacant, the line shall be assigned among the employees who have expressed interest and meet the requirements of the position, to the employee with the most years of service as a correctional officer. All other aspects of the process to determine how employees are assigned to a modified shift schedule are determined by mutual agreement at the local Labour Management Committee level.</p> <p>PROCESS FOR APPROVING SCHEDULE AND SCHEDULE CHANGES</p> <p>Prior to any shift schedules being approved for implementation at any institution, they shall be reviewed and certified by the national committee identified for the purpose of overseeing the shift schedules. However, start and end times are determined at the local level. The national committee will confirm that the above principles have been adhered to and reflected in the shift schedules. If the shift schedules do not reflect the principles then the shift schedule submitted shall not be certified for implementation and shall be referred back to the local for further changes/amendments.</p> <p>(...)</p>

2014 Negotiation Project – Global Agreement

CURRENT TEXT	PROPOSAL
I-B - VACATION LEAVE WITH PAY	
<p>4. (...) d) in all cases where the calculations for 4.a), 4.b), and 4.c) result in a fraction, the resulting factor shall be rounded down to the whole number. However, this method of calculating may not have the effect of preventing at least one person at each classification level from being on vacation at any time. (...)</p>	<p>4. (...) d) in all cases where the calculations for 4.a), 4.b), and 4.c) result in a fraction, the resulting factor shall be rounded up 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. (...)</p>
I-E - LEAVE WITH INCOME AVERAGING AND SELF-FUNDED LEAVE	
	<p>Upon request, the CSC will grant Leave with Income Averaging or Self-Funded Leave according to the Treasury Board policies and directives to at least one (1) correctional officer per institution at any time.</p>
II-A - EMPLOYEE REPRESENTATIVES	
<p>(...) At the local's request, the Warden and the Union may agree in writing on a particular schedule of work for the President of the local. Such agreements shall be aligned with the term of that President's position and remain in effect only for so long as he or she holds said union office. Said agreements may be terminated at any point by joint agreement of the Warden and the Union.</p>	<p>(...) 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 Regional Vice-President. Such agreements shall be aligned with the term of that Union representative's position and remain in effect only for so long as he or she holds said union office. Said agreements may be terminated at any point by joint agreement of the Warden and the Union.</p>
II-G - INMATE ESCORTS	
<p>For the purpose of these provisions, CSC will apply the following for all maximum and medium security male inmates: 1. All security escorts outside of an institution will be performed by at least two (2) armed Correctional Officers. 2. The CSC policy on security escorts governs all situations where a firearm is issued to a Correctional Officer for an escort. (...)</p>	<p>For the purpose of these provisions, CSC will apply the following for all escorts from maximum, medium and multi-level security male-institutions: 1. All escorts outside of an institution will be performed by at least two (2) armed Correctional Officers. 2. The CSC policy on escorts governs all situations where a firearm is issued to a Correctional Officer for an escort. (...)</p>
III-A - DISCIPLINE	
<p>For the purpose of these provisions, CSC will apply the following: 1. When CSC management decides a</p>	<p>CSC will not impose financial penalties as a disciplinary measure.</p>

CURRENT TEXT	PROPOSAL
<p>financial penalty is the best corrective measure in the disciplinary management of a situation of employee misconduct, the following applies:</p> <p>a) For a first offence, an amount of two hundred fifty dollars (\$250) for a Correctional Officer I and of two hundred seventy dollars (\$270) for a Correctional Officer II, which represent one (1) day of pay.</p> <p>2. When CSC management decides to apply a financial penalty as a corrective measure for subsequent offences of misconduct, the following higher financial penalties may apply:</p> <p>a) For a second offence, an amount of five hundred dollars (\$500) for a Correctional Officer I and of five hundred forty dollars (\$540) for a Correctional Officer II, which represent two (2) days of pay,</p> <p>b) For a third offence, an amount of seven hundred fifty dollars (\$750) for a Correctional Officer I and of eight hundred ten dollars (\$810), which represent three (3) days of pay,</p> <p>c) For a fourth offence, an amount of one thousand dollars (\$1000) for a Correctional Officer I and of one thousand eighty dollars (\$1080) for a Correctional Officer II, which represent four (4) days of pay.</p> <p>3. In the case of severe misconduct at anytime, if CSC decides that the most appropriate sanction for a disciplinary offence is a financial penalty, the maximum that may be imposed is one thousand dollars (\$1000) for a Correctional Officer I and of one thousand eighty dollars (\$1080) for a Correctional Officer II, which represent four (4) days of pay. In this circumstance, the graduated scale of financial penalties does not apply.</p> <p>4. Moreover, the use of financial penalties as disciplinary measures must be done in</p>	

2014 Negotiation Project – Global Agreement

CURRENT TEXT	PROPOSAL
conformity with article 17.09 of the collective agreement and the Treasury Board Guidelines for Discipline.	
III-B - STAFFING PROCESS	
For the purpose of these provisions, CSC will apply the following: For the purposes of staffing, including competitive staffing processes, any document or written statement related to discipline shall not be used as the sole reason for a staffing action.	For the purpose of these provisions, CSC will apply the following: For the purposes of staffing, including competitive staffing processes, any document or written statement related to discipline or attendance shall not be used as the sole reason for a staffing action.
III-C - SUSPENSION DURING AN INVESTIGATION	
(...) 2. However in circumstances where local management is satisfied that the continued presence of an employee presents a serious or immediate risk to staff inmates, the public, or the reputation of CSC, the employee can be suspended without pay until the conclusion of the investigation and a decision has been rendered on the status of the employee. (...)	(...) 2. However in circumstances where local management is satisfied that the continued presence of an employee presents a serious or immediate risk to staff inmates, the public, or the reputation of CSC, the employee can be suspended with pay until the conclusion of the investigation and a decision has been rendered on the status of the employee. (...)
IV-F - DAY CARE IN THE WORKPLACE PROGRAM	
	Six months after the signature of the collective agreement, a joint committee will be put in place to evaluate and develop the possibility of a day care program adapted to the correctional officers' reality. Two persons designated by the union will sit on this joint committee. Employees attending meetings of this committee are considered to be present at work.

Appendix 1

Leave Credits Accumulation Proposal

8 hour days

0 to 5 years of service: 15 days

6 to 11 years of service: 20 days

12 to 17 years of service: 25 days

18 years of service and over: 30 days