

**MEMORANDUM OF AGREEMENT (MOA) BETWEEN:**

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

**AND**

**TREASURY BOARD of CANADA SECRETARIAT  
(EMPLOYER)/CORRECTIONAL SERVICE of CANADA (CSC)**

CSC and UCCO-SACC-CSN have agreed to resolve the matter related to the Garrah decision (2009 PSLRB #148):

The parties acknowledge that all aspects of this matter have been resolved to their satisfaction as per the terms below.

1. This Memorandum of Agreement (MOA) is made without prejudice to the position the parties may adopt in similar or identical cases and does not constitute a precedent.
2. All Correctional Officers (CX-01 and CX-02), currently employed at CSC and who were hired prior to November 26, 2010, will be credited 6.5 hours of vacation leave for the period of November 6, 2009, (date of the PSLRB decision/ 2009 PSLRB 148) to November 26, 2010, (date of the Federal Court decision/ (2010 FC 1192)).
3. All employees referred to in section 2 who were hired prior to November 6, 2009 will be credited with an additional 2 hours of vacation leave for the period of June 2006 to November 6, 2009. This is to compensate 0.5 hours in relation to the value of a DPH (8.5 hours vs 8 hours) for correctional officers working during that period.
4. All retired employees as of the date of signing of this Agreement who have filed a grievance with respect to the value of a day on a DPH are not subject to section 2 and 3 (see list). They will be compensated for 8.5 hours in monies for the period of June 2006 to November 2010.
5. All grievances directly and solely related to the Garrah decision (2009 PSLRB #148) and included in Annex A are considered withdrawn upon the signing of this MOA.
6. It is expressly understood and expressly agreed that neither implementation of the terms nor acceptance of this agreement constitutes any admission of liability on behalf of any of the parties and that such liability is expressly denied in this or any other matters.

7. The Bargaining Agent agrees that this MOA constitutes a full and final settlement of the Garrah matters set out herein (or any matter related to the issues covered by this MOA), and shall not be the subject of any further grievances by other members of the bargaining unit. Upon execution of the settlement, the Bargaining Agent will immediately withdraw, desist and/or waive the references to adjudication attached in Annex A.
8. The parties certify that they have read and understood the terms and conditions of this agreement