

Groups:

CORRECTIONAL

(supervisory and non-supervisory)

Group Specific Agreements between the Treasury Board and the Public Service Alliance of Canada

Codes 601/89 651/89 Expiry date. May 31, 1991







Treasury Board of Canada Secretariat Conseil du Trésor du Canada Secrétariat

Groups:

CORRECTIONAL

(supervisory and non-supervisory)

Group Specific Agreements between the Treasury Board and the Public Service Alliance of Canada

Codes 601/89 65 1/89

Expiry date: May 31, 1991



Public Service Alliance of Canada, 233 Gilmour Street, Ottawa, Ontario. K2P 0P1

> Catalogue No. BT42-651/1991 ISBN 0-660-54965-4

Canadian Government Publishing Centre Supply and Services Canada Ottawa, Canada KIA 059

mori lism yd 10

Associated bookstores and other booksellers

Available in Canada through

Minister of Supply and Services Canada 1989

Tressury Board of Canada Secretariat, Sterff Restations Branch, L'Esplande Lauviet, Ottewa, Oromot Street, Ottewa, Oromoto Street, KIA ORS

GROUP SPECIFIC AGREEMENT

BETWEEN

THE TREASURY BOARD

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

GROUP: CORRECTIONAL (NON-SUPERVISORY)

CODE: 601/89

EXPIRY DATE: May 31, 1991

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
1	Purpose and Scope of Agreement	1
2	Interpretation and Definitions	ī
7	Recognition	2
**15	Vacation Leave With Pay	2
**18	Court Duty	a
**21	Hours of Work and Overtime \dots	8
25	Reporting Pay	13
34	Agreement Re-Opener Clause	14
**37	Allowances	14
39	Job Security	15
**40	Technological Change	16
**41	Shift Principle	17
**42	Duration	19
**	Appendix "A" - Annual Rates of Pay	A-1
**	Appendix "A1" - Weekly, Daily and Hourly Rates of Pay, effective December 1, 1987	Al-1
**	Appendix "A2" - Weekly, Daily and Hourly Rates of Pay, effective February 1, 1989	A2-1
**	Appendix "A3" - Weekly, Daily and Hourly Rates of Pay, effective April 1, 1990	A3-1

TABLE OF CONTENTS

ARTICLE

SUBJECT

PAGE

Letter of Understanding (89-1) - Re: Overtime Meal Allowance

Letter of Understanding (89-2) - Re: Escort of Inmates

Letter of Understanding (89-3) -Re: Payment of Penological Factor Allowance

** Asterisks denote changes from the previous agreement.

NOTA BENE

NOTA BENE:

The provisions of the Collective Agreement covering the employees of the Correctional Group (Supervisory) are identical except for the following, to the provisions contained in the Correctional Group (Non-Supervisory) Collective Agreement.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement,
- (c) "bargaining unit" means the employees of the Employer in the Correctional Group, Operational Category, whose duties include the supervision of other employees in that occupational group, as described in the certificate issued by the Public Service Staff Relations Board on August 2, 1967;

ARTICLE 7

RECOGNITION

7.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the second day of August 1967, covering employees of the Correctional Group whose duties include the supervision of other employees.

2 SIGNED AT OTTAWA this 18th day of the month of May 1989.

THE TREASURY BOARD THE PUBLIC SERVICE OF ALLIANCE OF CANADA CANADA

Pierce Sutherland

William Morgan

M. McNamara

THE TREASURY BOARD

OF

CANADA

THE PUBLIC SERVICE

ALLIANCE OF

CANADA

G.S. Cantwell
Gerry Cantwell

Rick Laalo

THE TREASURY BOARD

THE PUBLIC SERVICE

OF

ALLIANCE OF

CANADA

CANADA

Benis Bunse Jun.

Jarry Fraser

Kenneth Carter

Danny Chaboyer

15.08 The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in Clause 15.07.

15.09 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.

15.10 The Employer shall give the employee as much notice as is reasonable that a request for vacation or furlough leave has not been approved. Such notice shall be in writing.

15.11 Where, in respect of any period of vacation leave, an employee:

(a) is granted bereavement leave,

or

(b) is granted leave with pay because of illness in the immediate family,

or

(c) is granted sick leave on production of a medical certificate,

the period of vacation leave so displaced shall either **be** added to the vacation period if requested by the employee and approved by the Employer or reinstated for **use** at a later date.

Carry Over Provisions

15.12 When operational requirements prevent an employee from using all the vacation leave credited to the employee, the unused portion of the employee's vacation leave shall be carried over into the following vacation year.

prosention see 1.3

15.13 The Employer will make reasonable effort to comply with a request made by the employee before December 1st that he or she be permitted to carry over into the following vacation year, any period of vacation leave up to five (5) days earned by the employee in the current vacation year. Carry-over beyond one year shall be by mutual consent but in any event the total accumulation shall not exceed twenty-five (25) days.

Recall from Vacation Leave With Pay

15.14

- (a) Subject to the operational requirements of the Service, the Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay;
- (b) When, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:
 - (i) in proceeding to the employee's place of duty,

and

(ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

after submitting such accounts as are normally required by the Employer.

(c) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under Clause 15, 14(b) to be reimbursed for reasonable expenses incurred by the employee.

Leave When Employment Terminates

- 15.15 When an employee dies or otherwises ceases to be employed, the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave with pay to the employee's credit by the daily rate of pay to which the employee is entitled by virtue of the certificate of appointment in effect at the time of the termination of the employee's employment.
- 15.16 Notwithstanding clause 15.15, an employee whose employment is terminated by reason of a declaration that he or she abandoned his or her position is entitled to receive the payment referred to in clause 15.15, if he or she requests it in writing within six (6) months following the date upon which his or her employment is terminated.

Advance Payments

- 15.17 The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.
- 15.18 Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall **be** made prior to departure. Any overpayments in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

ARTICLE 18

COURT DUTY

**

18.01 An employee, who is required by subpoena or summons to attend as a witness, or a defendant, or a plaintiff in an action against an inmate or any other person, in any of the proceedings specified in Clause "M21.10", sub-clause "C" of the blaster Agreement, as a result of the employee's actions in the performance of his or her authorized duties, shall be considered on duty and shall be paid at the applicable rate of pay and shall be reimbursed for reasonable expenses incurred for transportation, meals and lodging as normally defined by the Employer.

ARTICLE 21

HOURS OF WORK AND OVERTIME

Hours of Work

Day Work

- 21.01 When hours of work are scheduled for employees on a regular basis, they shall be scheduled so that employees:
- (a) on a weekly basis, work thirty-seven and one-half (37 1/2) hours and five (5) days per week, and obtain two (2) consecutive days of rest.
- (b) on a daily basis, work seven and one-half (7 1/2) hours per day.

Shift Work

21.02 When, because of the operational requirements of the service, hours of work are scheduled for employees on a rotating or irregular basis:

(a) they shall be scheduled so that employees:

34,0

(i) on a weekly basis, work an average of thirty-seven and one-half (37 1/21 hours,

and

- (ii) on a daily basis, work eight (8) hours per day.
- (b) every reasonable effort shall **be** made by the Employer:
 - (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift,

and

- (ii) to avoid excessive fluctuations in hours of work;
- (c) they shall, except as otherwise required by a penitentiary emergency, **be** scheduled **so** that each shift ends not later than nine (9) hours after its commencement.
- (d) they shall be scheduled so that an employee will not be regularly scheduled to work more than eight (8) consecutive calendar days. Exceptions may be scheduled at the request of an employee and with the approval of the Employer, or after consultation between the Employer and the Alliance.
- (e) they shall be averaged over a period (in weeks) no greater than the product of two times the number of correctional officer positions at the same classification level at an institution.
- (f) an employee shall obtain at least two (2) consecutive days of rest at any one time.

21.03 The Employer agrees that, before a schedule of working hours is changed, the change will be discussed with the authorized representative of the Alliance if the change will affect a majority of the employees governed by the schedule.

Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representative authorized to act on behalf of the Alliance for consultation purposes.

General

- 21.04 An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.
- 21.05 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.
- 21.06 After meaningful consultation with the appropriate Alliance local the Employer will arrange rotation of employees through towers and/or cages.
- 21.07 Except as may be required in a penitentiary emergency, the Employer shall:
- (a) permit a Correctional Officer to take a reasonable amount of time to eat a lunch or meal during any shift.

and

b) notwithstanding paragraph (a) above, a Correctional Officer may be required to eat the lunch or meal at his or her work location when the nature of the duties makes it necessary. 21.08 For the purpose of Clause 21.07, lunch or meal periods for each shift shall be sometime during the following hours:

Day Shift - 1100 to 1300 hours (11 a.m. to 1 p.m.) Evening Shift - 1700 to 1900 hours (5 p.m. to 7 p.m.) Night Shift - 0230 to 0530 hours (2:30 a.m. to 5:30 a.m.)

- 21.09 Where an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:
- (a) on the day it commenced where half or more of the hours worked fall on that day,

or

(b) on the day it terminates where more than half of the hours worked fall on that day.

Accordingly, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest.

21.11 Assignment of Overtime Work

Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

(a) to allocate overtime work on an equitable basis among readily available qualified employees,

and

(b) to give employees who are required to work overtime adequate advance notice of this requirement.

21.12 The Alliance is entitled to consult the Commissioner or the commissioner's representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

21.13 Overtime Compensation

Subject to Clause 21.14, an employee is entitled to time and one-half (1 1/2) compensation for each hour of overtime worked by the employee.

21.14 Subject to Clause 21.15, an employee is entitled to double (2) time for each hour of overtime worked by him or her,

(a)

on the employee's second or subsequent day of rest, (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest).

o r

after eight (8) hours of overtime in a calendar day.

o r

- (c) In excess of eight (8) consecutive hours of overtime in any contiguous period of overtime.
- (d) In the case of an emergency as determined by the Employer, when an employee is required to work more than twenty-four (24) consecutive hours, the employee shall be compensated at the rate of double time (2T) for all hours continuously worked in excess of twenty-four

An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by him or her.

(24) hours.

30 A

21.16 Overtime Meal Allowance

**

(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 six dollars (\$6.00) except where a free meal is provided.

**

- (b) When an employee works overtime continuously beyond the period provided in (a) above, he or she shall be reimbursed for one additional meal in the amount of six dollars (\$6.00) for each four (4) hour period of overtime worked thereafter, except where a free meal is provided.
- (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.
- (d) This clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

ARTICLE 25

REPORTING PAY

25.01 If an employee reports for work on the employee's scheduled shift, the employee shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight-time, whichever is the greater.

25.02 Time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

25.03 Payments provided under Call-Back and Reporting Pay shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

ARTICLE 34

AGREEMENT RE-OPENER CLAUSE

34.01 This Agreement may be amended by mutual consent.

ARTICLE 37

ALLOWANCES

Dog Handlers' Allowance

37.01

**

- (a) When an employee is required to and handles a dog trained to control inmates during a shift, the employee shall be paid three dollars (\$3.00) 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.
- (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.

Responsibility Allowance

37.OZ

**

(a) 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-LUF-1 level, may be designated by management as the senior officer of the shift. The Senior 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.

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 neriod of leave.

ARTICLE 39

JOB SECURITY

39.01 Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the work force will be accomplished through attrition.

ARTICLE 40

TECHNOLOGICAL CHANGE

40.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the National Joint Council Work Force Adjustment agreement concluded by the parties will apply. In all other cases the following clauses will apply.

40.02 In this Article "Technological Change" means:

(a) the introduction by the Employer of equipment or material of a different nature than that previously utilized;

and

(b) a change in the Employer's operation directly related to the instruction of that equipment or material.

40.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from **such** changes.

**

40.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

40.05 The written notice provided for in clause 40.04 will provide the following information:

- (a) the nature and degree of change.
- (b) the anticipated date or dates on which the Employer plans to effect change.
- (c) the location or locations involved.
- 40.06 As soon as reasonably practicable after notice is given under clause 40.04, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause 40.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:
- (a) the approximate number, class and location of employees likely to be affected by the change.
- (b) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

40.07 When, as a result of technological change, the Employer determines than an employee requires new skills or knowledge in order to perform the duties of his or her substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.



ARTICLE 41

**

SHIFT PRINCIPLE

41.01 It is recognized that certain full-time indeterminate employees whose hours of work are regularly scheduled on a shift basis in accordance with the clause 21.02 of the Correctional (Supervisory and Non-Supervisory) Collective Agreements and who

receive Shift Premium (clause M-31.01) in accordance with Article M-31 (hereinafter referred to as a shift work employee) are required to attend certain proceedings, under this collective agreement as identified in clause 41.01 (a) and certain other proceedings identified in clause 41.01 (b) of this memorandum which normally take place between the hours of 9 a.m. to 5 p.m. from Mondays to Fridays inclusive.

When a shift work employee who is scheduled to work on the day of that proceeding and when the proceeding is not scheduled during the employee's scheduled shift for that day and when the majority of the hours of the employee's scheduled shift on that day do not fall between the hours of 9 a.m. to 5 p.m., upon written application by the employee, the Employer shall endeavour, where possible, to change the shift work employee's shift on the day of the proceeding so that the majority of the hours fall between 9 a.m. to 5 p.m. provided that operational requirements are met, there is no increase in cost to the Employer and sufficient advance notice is given by the employee.

(a) <u>Certain Proceedings Under This Agreement</u>

- (i) PSSR8 Proceedings Clauses M-14.01, M-14.02, M-14.04, M-14.05 and M-14.06
- (ii) Personnel Selection Process Clause M-21.12
- (iii) Contract Negotiation and Preparatory Contract Negotiation Meetings Clauses M-14.10 and M-14.11

(b) Certain Other Proceedings

(i) Training Courses which the employee is required to attend by the Employer. (ii) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.

ARTICLE 42

DURATION

**

42.01 This collective agreement shall expire on May $31,\ 1991.$

42.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.

SIGNED AT OTTAWA this 18th day of the month of May $1989 \mathrel{\ldotp}$

THE TREASURY BOARD THE PUBLIC SERVICE OF ALLIANCE OF CANADA CANADA Pierce Sutherland William Morgan R. Cochrane M. McNamara Theresa Thomas Maurice Lefebyre

Don De Rousie

Nelson Sanscartie

THE TREASURY BOARD

OF

CANADA

THE PUBLIC SERVICE

ALLIANCE OF

CANADA

Gerry Cantwell

Rick Laalo

Thomas accordace

Frank Lewis

Marilyn McQuillen Danaca

Jacques Fréchette

THE TREASURY BOARD

THE PUBLIC SERVICE

OF

ALLIANCE OF

CANADA

CANADA

Denis Dupre

Garry Fraser

Kenneth Carter

Danny Chanover



APPENDIX "A"

CX - CORRECTIONAL SERVICES (NON-SUPERVISORY)

RATES OF PAY

A: EFFECTIVE DECEMBER 1, 1987 B: EFFECTIVE FEBRUARY 1, 1989 C: EFFECTIVE APRIL 1, 1990

SUB-GROUP: CUSTODIAL

30193 31642

33098

CX-COF-1

**

	_						
FROM: TO:	\$ A B C	23873 25067 26270 27478	25485 26759 28043 29333	27094 28449 29815 31186	28706 30141 31588 33041	30316 31832 33360 34895	35132 36748
CX-COF	-2						
FROM: TO:	\$ A B C	24627 25858 27099 28346	26236 27548 28870 30198	27847 29239 30642 32052	29457 30930 32415 33906	31069 32622 34188 35761	35961 37615
CX-COF	-3						
FROM: TO:	\$ A B C	28003 29403 30814 32231	29160 30618 32088 33564	30316 31832 33360 34895	31475 33049 34635 36228	32630 34262 35907 37559	37179 38889
CX-COF	-4						
FROM: TO:	\$ A	28755 30193	29913 31409	31069 32622	32225 33836	33382 35051	

34188

35761

32917

34431

35460

37091

36733 38423

38006 39754

A-2

APPENDIX "A"

CX - CORRECTIONAL SERVICES (NON-SUPERVISORY)

RATES OF PAY

A: EFFECTIVE DECEMBER 1, 1987 B: EFFECTIVE FEBRUARY 1, 1989 C: EFFECTIVE APRIL 1, 1990

SUB-GROUP: LIVING UNIT

CX-LUF-1

FROM:	\$	28755	29913	31069	32225	33382	
TO:	À	30193	31409	32622	33836	35051	
	В	31642	32917	34188	35460	36733	38006
	Č	33098	34431	35761	37091	38423	39754

A-3

APPENDIX "A"

CX - CORRECTIONAL SERVICES (NON-SUPERVISORY)

RATES OF PAY

A: EFFECTIVE DECEMBER 1, 1987 B: EFFECTIVE FEBRUARY 1, 1989 C: EFFECTIVE APRIL 1, 1990

SUB-GROUP: STAFF INSTRUCTOR

CX-STI-1

CY-211	-1						
FROM: TO:	\$ A B C	32225 33836 35460 37091	33382 35051 36733 38423	34537 36264 38005 39753	35694 37479 39278 41085	36854 38697 40554 42419	41830 43754
CX-STI	-2						
FROM: TO:	\$ A B C	34537 36264 38005 39753	35694 37479 39278 41085	36854 38697 40554 42419	38007 39907 41823 43747	39165 41123 43097 45079	44371 46412
CX-STI	-3						
FROM: TO:	\$ A B C	36854 38697 40554 42419	38007 39907 41823 43747	39165 41123 43097 45079	40320 42336 44368 46409	41477 43551 45641 47740	46914 49072

PAY NOTES - NON-SUPERVISORY

- Where an employee who is in a position classified as:
 - (a) CX-1 is appointed to a position classified as CX-2,

or

(b) CX-3 is appointed to a position classified as CX-4.

the employee's rate of pay on appointment to the new position shall be the rate of pay in the scale for the new position which is shown in Appendix "A" directly below the rate of pay the employee was receiving immediately before the appointment.

Such appointment shall not change the increment date of the employee.

- Where an employee who is in a position classified as:
 - (a) **CX-2** is appointed to a position classified as **CX-1**,

or

(b) CX-4 is appointed to a position classified as CX-3,

the employee's rate of pay on appointment to the new position shall be the rate of pay in the scale for the new position which is shown in Appendix "A" directly above the rate of pay the employee was receiving immediately before the appointment.

Such appointment shall not change the increment date of the employee.

- 3. The pay increment period for a full-time employee is twelve (12) months.
- 4. For the purpose of administering Pay Note 3, the pay increment date for an employee, appointed on or after March 20, 1930, to a position in the bargaining unit upon promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to March 20, 1930, shall be the date on which the employee received his or her last pay increment.
- 5. **An** employee who, **as** of January 31, 1989, has been paid at the maximum of the scale of rates applicable to the employee's level for twelve (12) months or more shall be eligible, as of February 1, 1989, to be paid at the new maximum rate in the "8" scale of rates.

APPENDIX "AI'

CX - CORRECTIONAL SERVICES (NON-SUPERVISORY)

WEEKLY, DAILY AND HOURLY RATES OF PAY

EFFECTIVE DECEMBER 1, 1987

SUB-GROUP: CUSTODIAL

CX-COF-1

**

WEEKLY: \$ 480.43 512.86 545.25 577.68 610.09 DAILY. 96.09 102.57 109.05 115.54 122.02 HOURLY: 12.81 13.68 14.54 15.40 16.27

CX-COF-2

	٧,				
WEEKLY: \$ DAILY: HOURLY:	495.59 99.12 13.22	527.98 105.60 14.08	560.39 112.08 14.94	592.80 118.56 15.81	625.23 125.05 16.67
CV COF 0					

CX-COF-3

WEEKLY:	\$ 563.53	586.82	610.09	633.41	656.66
DAILY:	112.71	117.36	122.02	126.68	131.33
HOURLY:	15.03	15.65	16.27	16.89	17.51

CX-COF-4

М

<u>Note</u>

These rates of pay have been determined from the annual rates shown in Appendix "A", and have been or are subject to rounding to the nearest cent.

A1-2

APPENDIX "A1"

CX - CORRECTIONAL SERVICES (NON-SUPERVISORY)

WEEKLY, DAILY AND HOURLY RATES OF PAY

EFFECTIVE DECEMBER 1, 1987

SUB-GROUP: LIVING UNIT

CX-LUF-1

WEEKLY: \$ 578.68 601.98 625.23 648.50 671.78 DAILY: 115.74 120.40 125.05 129.70 134.36 HOURLY: 15.43 16.05 16.67 17.29 17.91

Rote

These rates of pay have been determined from the annual rates shown in Appendix "A", and have been or are subject to rounding to the nearest cent.

A1-3

APPENDIX "A1"

CX - CORRECTIONAL SERVICES (NON-SUPERVISORY)

WEEKLY, DAILY AND HOURLY RATES OF PAY

EFFECTIVE DECEMBER 1, 1987

SUB-GROUP: STAFF INSTRUCTOR

<u>Note</u>

CX-STI-1					
WEEKLY:	\$ 648.50	671.78	695.03	718.32	741.66
DAILY:	129.70	134.36	139.01	143.66	148.33
HOURLY:	17.29	17.91	18.53	19.16	19.78
CX-STI-2					
WEEKLY:	\$ 695.03	718.32	741.66	764.85	788.16
DAILY:	139.01	143.66	148.33	152.97	157.63
HOURLY:	18.53	19.16	19.78	20.40	21.02
CX-STI-3					
WEEKLY:	\$ 741.66	764.85	788.16	811.41	834.69
DAILY:	148.33	152.97	157.63	162.28	166.94
HOURLY:	′9.7 8	20.40	21.02	21.64	22.26

These rates of pay have been determined from the annual rates shown in Appendix "A", and have been or are subject to rounding to the nearest cent.

APPENDIX "A2"

CX - CORRECTIONAL SERVICES (NON-SUPERVISORY)

WEEKLY. DAILY AND HOURLY RATES OF PAY

EFFECTIVE FEBRUARY 1, 1989

SUB-GROUP: CUSTODIAL

CX-COF-1

**

WEEKLY: \$ 503.49 537.47 571.43 605.41 639.37 DANLY: 100-70 107.49 114.29 121.08 127.87 HOURLY: 13.43 14.33 15.24 16.14 17.05

WEEKLY: \$ 673.34 B 2 L DAILY: 134.67 HOURLY: 17.96

CX-COF-2

WEEKLY: \$ 519.38 553.32 587.28 621.26 655.24 DAILY: 103.88 110.66 117.46 124.25 131.05 HOURLY: 13.85 14.76 15.66 16.57 17.47

WEEKLY: \$ 689.22 DAILY: 137.84 HOURLY: 18.38

CX-COF-3

WEEKLY: \$ 590.58 615.00 639.37 663,81 688.19 118.12 123.00 127.87 132.76 137.64 DAILY: 17.70 18.35 HOURLY: 15.75 16.40 17.05

WEEKLY: \$ 712.57 DAILY: 142.51 HOURLY: 19.00

CX-	•	n	_		,
1.A-	l . I	м	-	-	r

WEEKLY: DAILY: HOURLY:	\$ 679.62 135.92 18.12	704.02 140.80 18.77	728.40 145.68 19.42	752.80 150.56 20.07	777.25 155.45 20.73
WEEKLY: DAILY: HOURLY:	\$ 801.71 160.34 21.38	10177	257,12		20170
CX-COF-7					
WEEKLY: DAILY: HOURLY:	\$ 712.55 142.51 19.00	736.93 147.39 19.65	761.35 152.27 20.30	785.73 157.15 20.95	810.14 162.03 21.60
WEEKLY: DAILY: HOURLY:	\$ 834.56 166.91 22.25				
CX-COF-8					
WEEKLY: DAILY: HOURLY:	\$ 728.40 145.68 19.42	752.80 150.56 20.07	777.25 155.45 20.73	801.58 160.32 21.38	825.99 165.20 22.03
WEEKLY: DAILY: HOURLY:	\$ 850.41 170.08 22.68				

Note

APPENDIX "A2"

CX - CORRECTIONAL SERVICES (NON-SUPERVISORY)

WEEKLY, DAILY AND HOURLY RATES OF PAY

EFFECTIVE FEBRUARY 1, 1989

SUB-GROUP: LIVING UNIT

CX-LUF-1

 WEEKLY:
 \$ 606.45
 630.88
 655.24
 679.62
 704.02

 DAILY:
 121.29
 126.18
 131.05
 135.92
 140.80

 HOURLY:
 16.17
 16.82
 17.47
 18.12
 18.77

WEEKLY: \$ 728.42 DAILY: 145.68 HOURLY: 19.42

Note

A2-4

APPENDIX "A2"

CX - CORRECTIONAL SERVICES (NON-SUPERVISORY)

WEEKLY, DAILY AND HOURLY RATES OF PAY

EFFECTIVE FEBRUARY 1, 1989

SUB-GROUP: STAFF INSTRUCTOR

CX-STI-1

WEEKLY: \$ 679.62 704.02 728.40 752.80 777.25 DAILY: 135.92 140.80 150.56 145.68 155.45 HOURLY: 18.12 18.77 19.42 20.07 20.73

WEEKLY: \$ 801.71 DAILY: 160.34 HOURLY: 21.38

CX-STI-2

WEEKLY: \$ 728.40 752.80 777.25 801.58 825.99 DAILY: 145.68 150.56 155.45 160.32 165.20 19.42 HOURLY: 20.07 21.38 20.73 22.03

WEEKLY: \$ 850.41 DAILY: 170.08 HOURLY: 22.68

CX-STI-3

WEEKLY: \$ 777.25 801.58 825.99 850.35 874.75 DAILY: 155.45 160.32 165.20 170.07 174.95 HOURLY: 20.73 21.38 22.03 22.68 23.33

WEEKLY: \$ 899.15 DAILY: 179.83 HOURLY: 23.98

Note

** APPENDIX "A3"

CX - CORRECTIONAL SERVICES (NON-SUPERVISORY)

WEEKLY, DAILY AND HOURLY RATES OF PAY

EFFECTIVE APRIL 1, 1990

SUB-GROUP: CUSTODIAL

	 	_			
CX-COF-1		+1			
WEEKLY: DAILY: HOURLY:	\$ 526.64 105.33 14.04	\$62.19 112.44 14.99	597.71 119.54 15.94	633.26 126.65 16.89	668.79 133.76 17.83
WEEKLY: DAILY: HOURLY:	\$ 704.31 140.86 18.78				
CX-COF-2					
WEEKLY: DAILY: HOURLY:	\$ 543.28 108.66 14.49	578.77 115.75 15.43	614.31 122.86 16.38	649.84 129.97 17.33	685.39 137.08 18.28
WEEKLY: DAILY: HOURLY:	\$ 720.93 144.19 19.22				
CX-COF-3					
WEEKLY: DAILY: HOURLY:	\$ 617.74 123.55 16.47	643.28 128.66 17.15	668.79 133.76 17.83	694.34 138.87 18.52	719.85 143.97 19.20
WEEKLY: DAILY: HOURLY:	\$ 745.34 149.07 19.88				

CX-COF-4

 WEEKLY:
 \$ 634.35
 659.90
 685.39
 710.88
 736.41

 DAILY:
 126.87
 131.98
 137.08
 142.18
 147.28

 HOURLY:
 16.92
 17.60
 18.28
 18.96
 19.64

WEEKLY: \$ 761.92 DAILY: 152.38 HOURLY: 20.32

APPENDIX "A3"

CX - CORRECTIONAL SERVICES (NON-SUPERVISORY)

WEEKLY, DAILY AND HOURLY RATES OF PAY

EFFECTIVE APRIL 1, 1990

SUB-GROUP: LIVING UNIT

CX-LUF-1

WEEKLY: \$ 634.35 659.90 685.39 710.88 736.41 DAILY: 126.87 131.98 137.08 142.18 147.28 HOURLY: 16.92 17.60 18.28 18.96 19.64

WEEKLY: \$ 761.92 DAILY: 152.38 HOURLY: 20.32

Note

A3-4

APPENDIX "A3"

CX - CORRECTIONAL SERVICES (NON-SUPERVISORY)

WEEKLY, DAILY AND HOURLY RATES OF PAY

EFFECTIVE APRIL 1, 1990

SUB-GROUP: STAFF INSTRUCTOR

CX-STI-1

WEEKLY: \$ DAILY: HOURLY:	710.88	736.41	761.90	787.43	813.00
	142.18	147.28	152.38	157.49	162.60
	18.96	19.64	20.32	21.00	21.68

WEEKLY: \$ 838.58 DAILY: 167.72 HOURLY: 22.36

CX-STI-2

WEEKLY:	\$ 761.90	787.43	813.00	838.45	863.98
DAILY:	152.38	157.49	162.60	167.69	172.80
HOURLY:	20.32	21.00	21.68	22.36	23.04

WEEKLY: \$ 889.53 DAILY: 177.91 HOURLY: 23.72

CX-STI-3

WEEKLY:	\$ 813.00	838.45	863.98	889.47	914.98
DAILY:	813.00 162.60 21.68	167 69	172.80	177.89	183.00
HOURI Y	21 68	22 36	23.04	23.72	24.40

WEEKLY: \$ 940.51 DAILY: 188.10 HOURLY: 25.08

Note

GROUP SPECIFIC AGREEMENT

BETWEEN

THE TREASURY BOARD

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

GROUP: CORRECTIONAL (SUPERVISORY)

CODE: 651/89

EXPIRY DATE: May 31, 1991

ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

- 1.01 The purpose of this Group Specific Agreement is to set forth certain terms and conditions of employment including rates of pay for all employees described in the certificate issued by the PSSRB on the second day of August 1967 covering employees of the Correctional non-supervisory and supervisory Groups.
- 1.02 The Master Agreement shall establish certain terms and conditions of employment which shall form part of this Agreement.
- 1.03 In the event there is a conflict between this Agreement and the Master Agreement with the exception of expiry dates and except where specifically modified by this Agreement through an exception made pursuant to Article 1.03(a) of the Master Agreement, the Master Agreement shall prevail.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement,
- (b) "allowance" means compensation payable for the performance of special or additional duties;
- (c) "bargaining unit" means the employees of the Employer in the Correctional Group, Operational Category, whose duties do not include the supervision of other employees in that occupational group, as described in the certificate issued by the Public Service Staff Relations Board on August 2, 1967;

- (e) "daily rate of pay" means an employee's
 weekly rate of pay divided by five (5);
- "hourly rate of pay" means an employee's
 weekly rate of pay divided by thirty-seven
 point five (37.5);
- (n) "remuneration" means pay and allowances;
- "weekly rate of pay" means an employee's annual rate of pay divided by fifty-two point one seventy-six (52.176).

ARTICLE 7

RECOGNITION

7.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the second day of August 1967, covering employees of the Correctional Group whose duties do not include the supervision of other employees.

ARTICLE 15

VACATION LEAVE WITH PAY

Vacation Year

15.01 The vacation year shall be from April 1st to March 31st inclusive of the following calendar year.

Accumulation of Vacation Leave Credits

ų.

15.02 An employee who has earned at least ten (10) days' full pay during any calendar month of a vacation year shall earn vacation leave credits at

the following rates provided the employee has not earned credits in another bargaining unit with respect to the same month.

- (a) effective April 1st, 1989 one and one-quarter (1 1/41 days until the month in which the anniversary of the employee's eighth (8th) year of continuous employment occurs;
- (b) effective April 1st, 1989 one and two-thirds (1 2/31 days commencing with the month in which the employee's eighth (8th) anniversary of continuous employment occurs;
- (c) (i) two and one-twelfth (2 1/12) days commencing with the month in which the employee's twentieth (20th) anniversary of service occurs;
 - (ii) effective April 1st, 1990, two and one-twelfth (2 1/12) days commencing with the month in which the employee's nineteenth (19th) anniversary of service occurs:
- (d) effective April 1st, 1989, two and one-half (2 1/2) days commencing with the month in which the employee's thirtieth (30th) anniversary of continuous employment occurs:

**

- (e) effective date of signing, the words "continuous employment" in this clause to be changed to "service".
- (f) however, an employee who has received or is entitled to receive furlough leave shall have his or her vacation leave credits earned under this Article, reduced by five twelfths (5/12ths) of a day per month from the beginning of the month in which the employee's twentieth (20th) anniversary of continuous employment occurs until the beginning of the month in which the employee's twenty-fifth (25th) anniversary of continuous employment occurs;

**

15.03 For the purpose of clause 15.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of lay-off.

Entitlement to Vacation Leave With Pay

15.04 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

15.05 If at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased to the nearest half (1/2) day.

Granting of Vacation Leave With Pay

15.06 Employees are expected to take all their vacation leave during the vacation year in which it is earned.

15.07 The Employer shall, subject to the operational requirements of the service, make reasonable effort to:

- (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;
- (b) grant the employee vacation leave on any other basis if the employee gives the Employer at least two (2) days' advance notice for each day of leave requested.

APPENDIX "A" **

CX - CORRECTIONAL SERVICES (SUPERVISORY)

RATES OF PAY

A: EFFECTIVE DECEMBER 1, 1987
B: EFFECTIVE FEBRUARY 1, 1989
C: EFFECTIVE APRIL 1, 1990

SUB-GROUP: CUSTODIAL

CX-COF-3

FROM: TO:	\$ A B C	28003 29403 30814 32231	29160 30618 32088 33564	30316 31832 33360 34895	31475 33049 34635 36228	32630 34262 35907 37559	37179 38889
CX-CO	-4						

FROM: TO:	Å B	28755 30193 31642 33098	29913 31409 32917 34431	31069 32622 34188 35761	32225 33836 35460 37091	33382 35051 36733 38423	38006 39754
--------------	--------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------

CX-COF-5 FROM:

TO:

\$ A B C	31475 33049 34635 36228	32630 34262 35907 37559	33786 35475 37178 38888	34942 36689 38450 40219	36100 37905 39724 41551	40998 42884
-------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------

CX-COF-6

FROM: TO:	Ă B	32225 33836 35460 37091	33382 35051 36733 38423	34537 36264 38005 39753	35694 37479 39278 41085	36854 38697 40554 42419	41830 43754
	·	37031	30463	33733	11000	16 113	.0,0,

CX-COF-7

FROM: TO:	\$ A B C	33786 35475 37178 38888	34942 36689 38450 40219	36100 37905 39724 41551	37255 39118 40996 42882	38413 40334 42270 44214	43544 45547
CX-CO	-8						
FROM: TO:	\$ A B	34537 36264 38005	35694 37479 39278	36854 38697 40554	38007 39907 41823	39165 41123 43097	44371

A-3

APPENDIX "A"

CX - CORRECTIONAL SERVICES (SUPERVISORY)

RATES OF PAY

A: EFFECTIVE DECEMBER 1, 1987 B: EFFECTIVE FEBRUARY 1, 1989 C: EFFECTIVE APRIL 1, 1990

SUB-GROUP: LIVING UNIT

CX-LUF-2

FROM:	\$ A	32225 33836	33382 35051	34537 36264	35694 37479	36854 38697	
10.		35460	36733	38005	39278	40554	41830
	С	37091	38423	39753	41085	42419	43754

PAY NOTES - NON-SUPERVISORY

- Where an employee who is in a position classified as:
 - (a) CX-1 is appointed to a position classified as CX-2.

o r

(b) CX-3 is appointed to a position classified as CX-4,

the employee's rate of pay on appointment to the new position shall be the rate of pay in the scale for the new position which is shown in Appendix "A" directly below the rate of pay the employee was receiving immediately before the appointment.

Such appointment shall not change the increment date of the employee.

- Where an employee who is in a position classified as:
 - (a) CX-2 is appointed to a position classified as CX-1.

or

(b) CX-4 is appointed to a position classified as CX-3,

the employee's rate of pay on appointment to the new position shall be the rate of pay in the scale for the new position which is shown in Appendix "A" directly above the rate of pay the employee was receiving immediately before the appointment.

Such appointment shall not change the increment date of the employee.

- The pay increment period for a full-time employee is twelve (12) months.
- 4. For the purpose of administering Pay Note 3, the pay increment date for an employee, appointed on or after March 20, 1980, to a position in the bargaining unit upon promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to March 20, 1980, shall be the date on which the employee received his or her last pay increment.
- 5. An employee who, as of January 31, 1989, has been paid at the maximum of the scale of rates applicable to the employee's level for twelve (12) months or more shall be eligible, as of February 1, 1989, to be paid at the new maximum rate in the "8" scale of rates.

APPENDIX "AI"

CX - CORRECTIONAL SERVICES (SUPERVISORY)

WEEKLY. DAILY AND HOURLY RATES OF PAY

EFFECTIVE DECEMBER 1, 1987

SUB-GROUP: CUSTODIAL

CX-COF-3

**

WEEKLY: \$ 563.53 586.82 610.09 633.41 656.66 112.71 117.36 DAILY: 122.02 126.68 131.33 HOURLY: 15.03 15.65 16,27 16.89 17.51

CX-COF-4

WEEKLY: \$ 578.68 601.98 625.23 648.50 671.78 115.74 120.40 125.05 DAILY: 129.70 134.36 HOURLY: 15.43 16.05 16.67 17.29 17.91

CX-COF-5

WEEKLY: \$ 633.41 656.66 679.91 703.18 726.48 DAILY: 131.33 135.98 140,64 126.68 145.30 HOURLY: 16.89 17.51 18.13 18,75 19.37

CX-COF-6

WEEKLY: \$ 648.50 671.78 695.03 718.32 741.66 DAILY: 129.70 134.36 139.01 143.66 148.33 17.91 18.53 19.16 HOURLY: 17.29 19.78

CX-COF-7

WEEKLY: \$ 679.91 703.18 726.48 749.73 773.04 145.30 149.95 140.64 154.61 DAILY: 135.98 HOURLY: 18.13 18.75 19.37 19.99 20.61

CX-COF-8

WEEKLY:	\$ 695.03	718.32	741.66	764.85	788.16
DAILY:	139.01	143.66	148.33	152.97	157.63
HOURLY:	18.53	19.16	19.78	20.40	21.02

<u>Note</u>

AI-3

APPENDIX "AI"

CX - CORRECTIONAL SERVICES (SUPERVISORY)

WEEKLY, DAILY AND HOURLY RATES OF PAY

EFFECTIVE DECEMBER 1, 1987

SUB-GROUP: LIVING UNIT

CX-LUF-2

648.50 129.70 17.29 WEEKLY: \$ 671.78 695.03 718.32 741.66 DAILY: 134.36 139.01 143.66 148.33 HOURLY: 17.91 18.53 19.16 19.78

Note

A2-1

APPENDIX "A2"

CX - CORRECTIONAL SERVICES (SUPERVISORY)

WEEKLY, DAILY AND HOURLY RATES OF PAY

EFFECTIVE FEBRUARY 1, 1989

SUB-GROUP: CUSTODIAL

CX-COF-3

**

WEEKLY:	•	590.58	615.00	639.37	663.81	688.19
DAILY:		118.12	123.00	127.87	132.76	137.64
HOURLY:		15.75	16.40	17.05	17.70	18.35
WEEKLY:	•	712.57 142.51				

HOURLY: 142.51

CX-COF-4

WEEKLY:	\$ 606.45	630.88	655.24	679.62	704.02
DAILY:	121.29	126.18	131.05	135.92	140.80
HOURI Y:	16 17	16.82	17.47	18.12	18.77

WEEKLY: \$ 728.42 DAILY: 145.68 HOURLY: 19.42

CX-COF-5

WEEKLY: DAILY: HOURLY:	\$ 663.81 132.76	688.19 137.64 18.35	712.55 142.51 19.00	736.93 147.39 19.65	761.35 152.27 20.30
HOURLY:	17.70	10.33	19.00	15.05	20.30

WEEKLY: \$ 785.76 DAILY: 157.15 HOURLY: 20.95

CX-COF-4

WEEKLY:	\$ 606.45	630.88	655.24	679.62	704.02
DAILY:	121.29	126.18	131.05	135.92	140.80
HOURLY:	16.17	16.82	17.47	18.12	18.77

WEEKLY: \$ 728.42 DAILY: 145.68 HOURLY: 19.42

<u>Note</u>

A2-3

APPENDIX "A2"

CX - CORRECTIONAL SERVICES (SUPERVISORY)

WEEKLY, DAILY AND HOURLY RATES OF PAY

EFFECTIVE FEBRUARY 1, 1989

SUB-GROUP: LIVING UNIT

CX-LUF-2

 WEEKLY:
 \$ 679.62
 704.02
 728.40
 752.80
 777.25

 DAILY:
 135.92
 140.80
 145.68
 150.56
 155.45

 HOURLY:
 18.12
 18.77
 19.42
 20.07
 20.73

WEEKLY: \$ 801.71 DAILY: 160.34 HOURLY: 21.38

<u>Note</u>

** APPENDIX "A3"

CX - CORRECTIONAL SERVICES (SUPERVISORY)

WEEKLY, DAILY AND HOURLY RATES OF PAY

EFFECTIVE APRIL 1, 1990

SUB-GROUP: CUSTODIAL

CX-COF-3

WEEKLY: \$ 617,74 643,28 694.34 668,79 719.85 DAILY: 123.55 128.66 133.76 138,87 143.97 HOURLY: 16,47 17.15 17.83 18,52 19,20

WEEKLY: \$ 745.34 DAILY: 149.07 HOURLY: 19.88

CX-COF-4

WEEKLY: \$ 634,35 659,90 685.39 710,88 736,41 142.18 DAILY: 126,87 131,98 137,08 147,28 HOURLY: 16,92 17.60 18,28 18.96 19.64

WEEKLY: \$ 761.92 DAILY: 152.38 HOURLY: 20.32

CX-COF-5

770.83 796.36 WEEKLY: \$ 694,34 719,85 745,32 138,87 143.97 149.06 154.17 159.27 DAILY: 20.56 21.24 HOURLY: 18.52 19.20 19.88

WEEKLY: \$ 821.91 DAILY: 164.38 HOURLY: 21.92

CX-COF-6

WEEKLY: DAILY: HOURLY:	\$	710.88 142.18 18.96	736.41 147.28 19.64	761.90 152.38 20.32	787.43 157.49 21.00	813.00 162.60 21.68
WEEKLY: DAILY: HOURLY:	\$	838.58 167.72 22.36				
CX-COF-7	,					
WEEKLY: DAILY: HOURLY:	\$	745.32 149.06 19.88	770.83 154.17 20.56	796.36 159.27 21.24	821.87 164.37 21.92	847.40 169.48 22.60
WEEKLY: DAILY: HOURLY:	\$	872.95 174.59 23.28				
CX-COF-8	3					
WEEKLY: DAILY: HOURLY:	\$	761.90 152.38 20.32	787.43 157.49 21.00	813.00 162.60 21.68	838.45 167.69 22.36	863.98 172.80 23.04
WEEKLY: DAILY: HOURLY:	\$	889.53 177.91 23.72				

Note

A3-3

APPENDIX "A3"

CX - CORRECTIONAL SERVICES (SUPERVISORY)

WEEKLY, DAILY AND HOURLY RATES OF PAY

EFFECTIVE APRIL 1, 1990

SUB-GROUP: LIVING UNIT

CX-LUF-2

WEEKLY: \$ 710.88 736.41 761.90 787.43 813.00 DAILY: 142.18 147.28 152.38 157.49 162.60 18.96 HOURLY: 19.64 20.32 21.00 21.68

WEEKLY: \$ 838.58 DAILY: 167.72 HOURLY: 22.36

<u>Note</u>

LETTER OF UNDERSTANDING (89-1)

File Nos.: 8933/601-4 8933/651-4

May 18, 1989

Mr. Albert Burke, Executive Vice-president, Public Service Alliance of Canada, 233 Gilmour Street, Ottawa, Ontario.

Dear Mr. Burke:

Re: Correctional Groups (Non-Supervisory and Supervisory)

This letter will confirm the understanding reached between the Employer and the Public Service Alliance of Canada in negotiations with respect to the provisions of clause 21.16 - Overtime Meal Allowance

In view of the unique requirements found in the Canadian Penitentiary Service, and for the duration of the Correctional Groups Collective Agreements (Non-Supervisory and Supervisory) which will expire on May 31st, 1991, the Employer agrees to the following interpretation and application of the Overtime Meal Allowance.

- 1. The Overtime Meal Allowance will not be paid when an employee is provided with a meal(s) at departmental expense.
- The "free meal" to be provided in lieu of the Overtime Meal Allowance means a regular full course meal as prepared in the institution where the employee is employed.
- 3. A snack or sandwiches will not be considered by the Employer as a full course meal.

- 4. Notwithstanding the provisions of clause 21.16, when there is a reasonable expectation that an employee will work the full eight (8) hours' overtime shift, the first meal break will be allowed prior to the working of the first three (3) hours of overtime, and the second meal break will be allowed after approximately four (4) hours of overtime have been worked.
- 5. Where an employee is scheduled to work overtime on a day of rest or on a designated paid holiday, the provisions of clause 21.16, and the understanding set forth in this letter, shall be applicable to the employee 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.
- 6. In the event that the Employer is unable to grant an employee reasonable time off with pay for the purpose of taking an overtime meal break, in lieu thereof the employee shall receive an additional one-half (1/2) hour of overtime compensation at the same overtime rate of the shift completed.

Yours sincerely,

Mallengar

William H. Morgan, Negotiator, Staff Relations Branch

Received and Accepted by the Public Service Alliance of Canada

Albert Burke, Executive Vice-President

LETTER OF UNDERSTANDING (89-2)

File Nos. : 8933/601-4 8933/651-4

May 18, 1989

Mr. Albert Burke, Executive Vice-president, Public Service Alliance of Canada, 233 6ilmour Street, Ottawa, Ontario. K2P OPI

Dear Mr. Burke:

Re: Correctional Groups (Non-Supervisory and Supervisory)

This letter is an exception pursuant to clause 1.03(a) of Article 1, Purpose and Scope of the master agreement and will confirm the understanding reached between the Employer and the Public Service Alliance of Canada in negotiations with respect to the compensation to be provided to the Correctional Officers who are required to escort inmates outside their Headquarters area.

For the duration of the Correctional Groups Collective Agreements (Non-Supervisory and Supervisory) which will expire on May 31st, 1991, the Employer agrees to the following:

- 1. To the extent practicable, the Employer will endeavour to avoid assigning Correctional Officers on inmate escorts on other than their regular working days.
- 2. When an officer is required to escort an inmate outside of the Headquarters area the employee will be compensated as follows:

- (a) the total period during which the officer is escorting the inmate or has the inmate under visual surveillance will be considered as time worked and the officer will be compensated at the applicable straight time and/or overtime rate;
- (b) an officer who is required to escort inmates at a time which is outside the officer's normal regular scheduled hours of work will be compensated at the applicable overtime rates;
- (c) an officer who escorts an inmate for a period of less than eight (8) hours will receive his of her regular pay for the day, that is eight (8) hours. However, on these occasions, where practicable, an officer may be required to perform other correctional officer duties for the balance of the eight (8) hour period:
- (d) on a statutory holiday or 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:
- (e) all hours included between the time of reporting to the institution until the time of return shall be considered as hours worked when these hours are consecutive without interruption by an overnight stopover for a suitable rest period;
- (f) when an officer's journey is interrupted by an overnight stopover the officer will be paid up to the

time of the officer's arrival at his or her destination including normal travelling time to register at a hotel and will be paid for normal travelling time from the hotel to the officers point of departure. Thus, all hours between the normal time of registration at the hotel until the time of departure from the hotel will not be considered as hours worked:

- (g) on a return journey, without an inmate, the officer will be compensated for the first eight (8) hours as if the officer had been working and the remaining time in travel to be compensated at the applicable overtime rate to a maximum of eight (8) hours at the straight-time rate;
- (h) on the return journey after a stopover and when escorting an inmate, the officer will be compensated as in paragraph (a) above;
- (i) when a Correctional Officer, who has been performing escort duty outside the officer's Headquarters area, does not have a reasonable rest period between the completion of the officer's escort duty and the start of his or her next scheduled shift, the the officer will not be required to perform his or her duties for that day, however, the officer will receive a day's pay and the eight (8) hours will be deducted from the compensation earned during the period of escort.

- 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.
 - (a) an officer will be reimbursed for reasonable expenses incurred as normally defined by the Employer;
 - (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:
 - (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.

Yours sincerely.

MMagan

William H. Morgan, Negotiator, Staff Relations Branch.

Received and Accepted by the Public Service Alliance of Canada

Albert Burke, Executive Vice-President

LETTER OF UNDERSTANDING (89-3)

File Nos.: 8933/601-3 8933/651-3

May 18, 1989

Mr. Albert Burke, Executive Vice-president, Public Service Alliance of Canada, 233 Gilmour Street, Ottawa, Ontario, K29 OP1

Dear Mr. Burke:

This letter will confirm the understanding reached by the Employer and the Alliance in negotiations with respect to the continuation of the payment of the Penological Factor Allowance to Mr. K. McLeod of the Correctional Groups (Non-Supervisory and Supervisory) who is located at Springhill, Nova Scotia.

For the duration of the Collective Agreement which will expire on May 31, 1991 the Employer agrees to continue to pay the Penological Factor Allowance in accordance with the conditions contained in Appendix "A" of the Correctional Collective Agreements (Non-Supervisory and Supervisory) which expired on September 30, 1974, to Mr. McLeod of the Correctional Groups (Non-Supervisory and Supervisory) who was entitled to receive and was in receipt of the

Penological Factor Allowance on the date of signing of the Collective Agreements so long as Mr. McLeod remained in the position occupied on that date.

Yours sincerely,

Millensons

William H. Morgan, Negotiator, Staff Relations Branch.

Received and Accepted by the Public Service Alliance of Canada

ATbert Burke, Executive Vice-President

Please incorporate the attached amendment to the Correctional (Supervisory and Non-Supervisory) Group Specific Agreements expiring May 31st 1991.

(English Only)

Veuillez incorporer la modification ci-jointe aux conventions particulières des groupes des Services

correctionnels, (surveillants et non-surveillants), qui

(Version anglaise seulement)

.



expirent le 31 Mai 1991.

Amendment to Correctional (Supervisory and Non-Supervisory) Group Specific Agreements between the Treasury Board and the Public Service Alliance of Canada

Codes 601/651 Expiring May 31st 1991.

English Agreements

Pages 1-4. Article 1 - Purpose and Scope, Article 2 · Interpretation and Definitions, Article 7 · Recognition, Article 15 - Vacation Leave with Pay, behind the covering page of Correctional (Supervisory) Agreement #651.

French Agreements

No changes required.

Modification aux conventions particulières des groupes "Services correctionnels" (surveillants et non-surveillants) entre le Conseil du Trésor et l'Alliance de la Fonction publique du Canada

Codes **601** et **651** dont la date d'expiration est le **31** mai **1991**.

Version anglaise

Interchanger les pages l à 4 qui suivent la table des matières de la convention des Services correctionnels (non-surveillants) code 60l

Pages 1 à 4. Article 1 - Objet et portée de la convention, Article 2 - Interprétation et définitions, Article 7 - Reconnaissance, Article 15 - Congé annuel payé, qui suivent la page couverture de la convention particulière des Services correctionnels (surveillants) code 651.

<u>Version française</u>

Aucun changement nécessaire.

Cacled 2///2/89 CR