

# OPSEU PROPOSALS

for Modifications to the

COLLECTIVE AGREEMENT

for the

## CORRECTIONAL Bargaining Unit

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The Union proposes the continuation and renewal of the current provisions in the above-noted collective agreement (including all Schedules, Letters of Understanding, Appendices and Memoranda of Agreement / Understanding), with the exception of the following modifications:

(A) General Proposals:

- (1) Article COR1.1: The Union seeks to negotiate changes to the Recognition clause to more clearly identify the work done by employees in the bargaining unit.
- (2) Article COR1.1: ADD new clause as (b), as follows:

*“For greater certainty, the Correctional Bargaining Unit is composed of Crown employees who are public servants employed in positions responsible for:*

- (a) *the security, control, **supervision**, care and rehabilitation of adult inmates and young offenders in provincial correctional facilities (including maximum security units at the provincial psychiatric hospitals; or*
- (b) *providing related community-based probation, parole and rehabilitation services to adult and young offenders.”*

As a general housekeeping change, the Union also proposes to replace the term “inmate” with the term “offender”.

- (3) Article COR1.4 new: ADD a new clause, providing:
- early disclosure to the Union of the content of new job descriptions prior to them being posted
  - a guarantee that work traditionally performed by the bargaining unit remains within the bargaining unit
  - for an expedited binding adjudication process to deal with jurisdictional disputes.
- (4) Article COR5.1: REPLACE “the first eight (8) hours” with “all hours” and pluralize “changed shift”; and DEL “provided that.....ministries’ control”; and ADD “COR5.2” to 31A.16.2 (requires referral to Central)
- (5) Article COR5.6 NEW: ADD new provision to allow workplace parties to negotiate flexible local start and finish times
- (6) Article COR6.1.1 / Article COR6.1.2: COMBINE, and AMEND to read \$2.00 for all hours from 3:00 pm to 7:00 am
- (7) Article COR6.1.3: AMEND to read “time and one half” for all hours 5:00 pm Friday to 7:00 am Monday
- (8) Article COR6.3: DELETE “not”
- (9) Article COR8.7.1: ADD “at one and one-half (1 ½) times the employees basic hourly rate”;
- (10) Article COR9.1: DELETE “leaves his her place of work and”; INSERT “or is required to return to work” before “prior to”;
- (11) Article COR9.1 / COR9.2: INCREASE to “six hours”
- (12) Article COR10.4: INCREASE to “6 hours’ pay”
- (13) Article COR11.7: INCREASE to \$4.00 per hour
- (14) Article COR12: see Attachment #1 for modifications
- (15) Article COR13.2: INSERT before “either”: “equivalent time off for all hours worked, with a minimum credit of”
- (16) Article COR13.7: DELETE  
(this is a parallel change relating to Item #9 Article COR8.7.1)
- (17) Article COR14.1.3: increase from \$5,000 to \$10,000

- (18) Article COR14.8: The Union proposes to update this entitlement to reflect current hourly rates for Criminal/Civil legal proceedings
- (19) Article NEW: The Union seeks to negotiate provisions to address problems being experienced due to surveillance technology. Issues to be discussed include:
- no installation in washrooms, lunchrooms
  - no use for employee monitoring or to gather evidence for internal discipline; for specified purposes only
  - no use or reliance on any type electronic, audio or video recordings; immediate disclosure of same to Union
- (20) Appendix COR3: INCREASE 7 days to 20 days
- (21) ADD new Appendix as Letter of Understanding to address 'suspension with pay'. Issues to be considered include:
- automatic default for all employees
  - unclassified employee to get averaging of hours as worked over previous 13 weeks
- (22) ADD new Appendix as Letter of Understanding to address 'interview panels':
- provision to include:

*"Where a position is posted and candidate interviews are scheduled, the President of the Union Local or their designate may sit as an Observer on the selection panel, including all deliberations following selection tests, for positions in the bargaining unit. The Observer shall be a disinterested Party. This clause shall not apply to excluded positions."*

This is tied to Union proposals which follow regarding rollovers, as there may come a time when competitions are relevant.

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(B) Other Proposals:

(23) Minimum Training Days:

The Union wishes to discuss and negotiate provisions addressing this issue and the submissions from the membership. We are seeking:

- a minimum of days per year to be used for an employees' personal development, to attend Conferences, etc.
- ways to enhance an employee's skills & abilities at work
- applies over and above mandatory training already provided by the Employer

(24) Pensions:

Per agreement with the Union Central Team, the Corrections Team wishes to discuss and negotiate provisions relating to Pension improvements for bargaining unit members in public safety occupations. Issues to be considered include:

- consideration of early retirement options
- address affordability issues to promote uptake
- Factor 80 permanent
- then, increase future service contribution rate from 2.0% to 2.33% for 'public safety occupations' in keeping with Federal Income Tax Act Regulation
- funded solely by COR bargaining unit Employer

(25) Rollovers / Vacancy Management:

The Union wishes to discuss and negotiate provisions to address problems being experienced with competition and vacancy management processes:

- previously agreed to by Employer and extended to end of fiscal year
- no cost
- eliminate competition problems for unclassified
- 'area' outside PO community (vs Institution only)
- add new COR Appendix, referencing App. 24

(26) Workload:

The Correctional Bargaining Team seeks to discuss and negotiate provisions and procedures to identify and address chronic workload pressures. Factors to be considered include:

- workload ceilings or maximums
- hiring/job creation in response to workload benchmarks
- time limits for procedures
- enforcement per collective agreement

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(C) Compensation Proposals:

(27) General Wage Increase (GWI)

The Union will be tabling proposals for significant wage increases in order to address Special Case submissions from members in classifications representing 94% of the bargaining unit:

- Correctional Officer
- Probation Officer
- Recreational Officer
- Youth Worker

In this regard, the Union seeks to restore historical relationships and achieve parity with Federal counterparts.

The Union will also be proposing a separate wage increase for all other classifications in the bargaining unit.

(28) Salary Schedule / Classification Grid:

The Union seeks to discuss and negotiate various changes to Salary Schedules and classification grids, including:

- ADD 'retention' grid steps to all classifications, characterized as 'bonus' amount (similar to OPPA Uniform Agreement); with trigger(s) at 8, 15 & 25 years; based on Continuous Service Date (CSD)
- DEL CO1 grids
- MERGE CO2 and CO3 grids (put CO3 top rate onto CO2); also a parallel change to YW grid
- DEL PO1 grid
- MERGE PO2 & PO3 (top 2) grids
- DEL RecO1 grid
- DEL RecO3 grid
- make RecO2 equal to new CO2

(29) Demands have also been received to negotiate certain occupational allowances. Initially, the Union is proposing to deal with them with as part of our proposals for Special Case adjustments.

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*All changes to be effective January 01, 2009.*

*It must be expressly understood that agreement on some proposals may require a parallel change elsewhere in the collective agreement.*

*Without prejudice, and subject to negotiations, the Union reserves the right to add to, alter, amend or otherwise modify any of the foregoing demands.*

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E+OE

## Attachment #1

### ARTICLE COR12 - MEAL ALLOWANCE

- COR12.1.1 An employee who continues to work more than two (2) hours of overtime immediately following his or her scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal **in the amount of twenty dollars (\$20.00)**. ~~except where free meals are provided or where the employee is being compensated for meals on some other basis.~~
- COR12.1.2 A reasonable time with pay shall be allowed the employee for the meal break either at or adjacent to his or her work place.
- COR12.2.1 Cost of meals **in the amount of B=\$11, L=\$16 and S=\$26 shall** be allowed ~~only:~~ **if, during a normal meal period, the employee is travelling on government business** ~~other than:~~
- ~~(a) on patrol duties, except as provided under Article COR12.2.3, or~~
  - ~~(b) within twenty-four (24) kilometres of his or her assigned headquarters, or~~
  - ~~(c) within the metropolitan area in which he or she is normally working;~~
- ~~COR12.2.3 If an employee on patrol duties is reimbursed for overnight accommodation required for the trip;~~
- COR12.2.3** If, in an unusual non-recurring situation, the department head authorizes such payment;
- COR12.2.4** If, in any recurring situation, Management Board has authorized such payments because of the special nature of the assignments.
- COR12.3 Gratuities and taxes are to be included in the actual cost of meals claimed.
- COR12.4 The total cost of meals for each day is to be shown.
- COR12.5 Before approving claims for meals, the branch head should be satisfied that the charges are reasonable for the locality.
- COR12.6 When an employee is authorized to pay meal expenses for guests and the group also includes other Crown employees, he or she may pay for the meals of the employees and claim the cost. These employees should, if they are submitting a claim for the same trip, indicate any meals covered in another employee's claim. They must not claim the cost again.
- ~~COR12.7 Costs of meals will not be allowed in cases where meals are made available by the Employer at no cost to the employee, except in circumstances where an employee is required to follow a particular diet which has been medically prescribed or is mandated by the employee's religion and the Employer does not provide meals which meet the requirements of that diet.~~