

COLLECTIVE AGREEMENT

BETWEEN

BRIDGES OF CANADA INC.



AND

**TC LOCAL 1976 OF THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION
(UNITED STEELWORKERS)**



April 1, 2022, to March 31, 2026

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Preamble

This Agreement is made and entered into this May 26, 2023, in accordance with the provisions of the Canada Labour Code as amended, by and between Bridges of Canada Inc. (hereinafter referred to as the “Company” or the “Employer”) and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial Service Workers International Union (United Steelworkers) (hereinafter referred to as the “United Steelworkers” or the “Union”).

Article 1 – Purpose of Agreement

- 1.01 The general purpose of this Agreement is to secure the full benefits of orderly collective bargaining, an amicable method of settling any difference, which may arise between the parties, and to set forth the conditions of employment to be observed by the Company and the Union.
- 1.02 The parties recognize that Bridges of Canada and its employees are committed to the provision of chaplaincy services to federal offenders of all faiths. The parties agree to work together towards this purpose, and to strive to maintain an environment that encourages an effective working relationship. The parties agree that “chaplaincy services” are defined in Standing Offer 21120-154722/001/ZH entitled *Institutional Chaplaincy Services* or any other standing offer that the Company may enter into with Correctional Services Canada.
- 1.03 The provisions of this Agreement apply to the Union, Employees and Bridges of Canada Inc.
- 1.04 The parties agree it is in the mutual interest of the Company, the Union and the employees to maximize safety, and to minimize the risk of accident or incident in the workplace.

Article 2 – Recognition and Scope

- 2.01 In accordance with the Canada Industrial Relations Board (CIRB) Certification Board File Nos. 32753-C and 33023-C and the Recognition Agreement dated July 18, 2019 the Company recognizes the United Steelworkers as the sole and exclusive bargaining agent for all its employees performing the duties of a Chaplain at Correctional Services Canada (CSC) institutions in Canada.
- 2.02 If the Company creates a new bargaining unit position, which did not exist in the certificate noted at 2.01, it will inform the Union of the creation of this new position within thirty (30) days of the creation of the position. At the same time, the Company will advise the Union of the wage rate, wage range, and wage progressions for the position. Upon a written request from the Union, the Company shall meet with the Union within forty-five (45) days to discuss the new position as well as the wage rate, wage range, and wage progression of the position.
- 2.03 In the event the Company changes ownership, merges with another Company or in any way changes its corporate identity, this Agreement will remain in full force and effect and the Union recognition and/or certificate issued by the CIRB then in existence, will not be affected in any way, except as otherwise governed or directed by the Board.
- 2.04 The Company agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement or any statute of Canada. Any such agreement will be null and void.

Article 3 – Work of the Bargaining Unit

- 3.01 Persons not covered by the terms of this Agreement shall not perform duties assigned to those Employees who are covered by this Agreement except as set out in 3.02.
- 3.02 Supervisors and those above the rank of Supervisor who are qualified and not in the bargaining unit will not perform the core functions of the work normally performed by the bargaining unit employees except:
- a) In cases of irregular operations or emergencies; or,
 - b) For the purposes of Training or instructing employees, including for the purposes of ad hoc or scheduled assessments or audits.
- 3.03 A situation will not be deemed to be an emergency within the meaning of this article where scheduled or overtime employees are reasonably available and able to handle the requirement.

Article 4 – Workplace Harassment, Discrimination

- 4.01 Subject to the Canadian Human Rights Act, the parties agree that there shall be no discrimination, interference, coercion, harassment, intimidation or disciplinary action exercised or practiced by Employees, the Union or the Company with respect to an Employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, gender identity or expression, sexual orientation, family status, mental or physical disability, or membership or activity in the Union.
- 4.02 Further, the Company will provide training to employees in the application of Company policies.
- 4.03 The Union and the Company recognize that Employees have a right to freedom from bullying, sexual or personal harassment in the work environment by the Company, or client of the Company, or by any other Employee, either within or without the bargaining unit.
- 4.04 Complaints and grievances under this Article shall be handled with all possible confidentiality and dispatch and both parties will work together in recognizing and dealing with such problems. The Company recognizes that it has the obligation to provide a workplace which is free from discrimination or harassment and that it has a positive duty to investigate all complaints of discrimination and/or harassment, whether communicated verbally or in writing. Investigations of workplace harassment and/or violence will be completed pursuant to the requirements of the *Canada Labour Code* and the *Canadian Occupational Health and Safety Regulations*. Notwithstanding, the parties agree that over the course of its investigation, the Company may need to rely on reports, documents, investigations or other evidence provided to the Company by CSC.
- 4.05 For the purposes of this Article, the work environment includes the Employee's work location and any other premises at which the Employee is required to work, including work-related conferences, seminars, and social events.
- 4.06 Grievances under this Article may be submitted at Step 2 of the Grievance Procedure. The Company will appoint a competent person responsible for dealing with a complaint and grievance of bullying, sexual or personal harassment. The investigation and response will be handled with all possible confidentiality and dispatch.

Article 5 – Contracting Out

- 5.01 The Company agrees that it will not contract out bargaining unit work that will result in the lay-off or reduction in the regular hours of work of Employees within the bargaining unit.

Article 6 – Management Rights

- 6.01 The management and the operations of the Company and direction of the work force, including, but not limited to, the hiring, firing, transfer, lay-off, disciplining, promotion and demotion of employees, is vested exclusively in the Company except as may be specifically provided in this Agreement.
- 6.02 Employees shall be governed by written policies adopted by the Company as publicized, explained and distributed to employees, provided that such policies are not in conflict with the specific provisions of this Agreement or the applicable laws of Canada, its provinces and territories. A copy of all Company policies shall be provided to the Union.
- 6.03 In administering this Agreement, the Company shall act reasonably, fairly, in good faith and in a manner consistent with the agreement as a whole.

Article 7 – Strikes and Lockouts

- 7.01 There shall be no strike or lockout (as defined in the Canada Labour Code and accompanying regulations) during the life of this Collective Agreement.
- 7.02 Where an Employee expresses a reasonable concern for their safety in attempting to cross a picket line at the Employee's work location, the Company will ensure, so far as is reasonably practicable, safe access to the workplace.

Article 8 – Employee Information

- 8.01 The Company shall Provide the Local Union with the names, classification, work locations(s), home address, work email, phone number, and employee status of newly appointed Employees, within ten (10) days from the date of hire.
- 8.02 The Company agrees to inform all applicants and new employees that a Collective Agreement is in effect. The Collective Agreement shall be translated into both English and French. The Company and the Union shall share the costs of translation. The Collective Agreement will made available in a searchable electronic format for all employees and a reference to the existence of the Collective Agreement will be included in all letters of offer.
- 8.03 The Company agrees to provide the Local Union with a current copy of the Company's organization chart, including reporting lines, as amended from time to time.
- 8.04 The Company will provide the Local Union access to and a copy upon request, of the following, as existing at the signing of this Collective Agreement and as amended from time to time:
- a) all policies bearing on the Employee's employment;
 - b) full text of all benefit and pension plans;
 - c) current and accurate job descriptions;

- d) any and all health and safety reports, as provided by CSC, that have been generated by the Institutions' respective workplace health and safety committee(s).

Article 9 – Member Orientation, Training and Testing

9.01 All training, orientation and/or testing performed by Employees shall be on paid time and Employees shall be entitled to travel, expenses and allowances in accordance with Schedule "B". All such training, orientation and/or testing will be conducted using remote technology whenever possible. The scheduling of all training must be preapproved by the Company. The Company reserves the right to require the employee to schedule employee training and/or their work schedule in a manner that reduces travel time and travel expenses incurred. For greater clarity, "training, orientation and/or testing" includes all training, orientation or testing that is required by either the Company, Corrections Services Canada or any other government or regulatory agency as a condition of employment or as a condition of entrance to the Institution or workplace.

9.02 The Parties agree that no employee function shall be performed until such time as the orientation and training required by the Company and CSC has first been received, except with respect to specific on-the-job training.

The Company shall provide an Orientation Checklist to all new employees, listing all training and orientation requirements, which will be completed, reviewed and signed by both the employee and their supervisor. A copy of the completed Orientation Checklist shall be kept on the employee's personnel file. The Company reserves the right to amend or change the Checklist as required in accordance with operational requirements.

9.03 Recognizing the uniqueness of the job being performed within the Institution(s), a comprehensive Chaplaincy training and orientation program shall be provided for all new employees.

Chaplaincy orientation training shall include but not necessarily be limited to:

- a) Company training on policies, administrative requirements, payroll and reporting requirements;
- b) Company training on administrative, operational, safety and security requirements of the Institution(s);
- c) Training on any other topics, including prison culture and awareness, restorative justice principles and practices, and institution specific topics, as may be required and provided by CSC from time to time;
- d) A one-on-one on boarding session with the Regional Director to discuss the duties of the position and to confirm that all aspects of the training and orientation training program have been completed.

9.04 The Company agrees that a one Union representative shall be granted a maximum of one paid hour per month to meet with one or more new Employees to acquaint them with the benefits and duties of Union membership. During the one hour meeting the Union representative will be paid at their regular hourly rate and the one-hour meeting will not result in any overtime pay. Furthermore, the Union representative will still have to work their regular service hours.

9.05 Annual Renewal Training The parties agree that Chaplains must complete Annual Renewal Training in each calendar year. Annual training shall consist of a CSC mandated component, scheduled and delivered by CSC in its discretion, as well as a Company mandated component. Annual Training will require both physical attendance at a specific Corrections Services Canada Training location and/or completion of training topics and evaluations through computer technology.

It is the Company's responsibility to ensure that Company mandated Annual Training is provided and all employees are provided the time and resources to complete such training. Training mandated by CSC will be scheduled and delivered by CSC in its discretion. Scheduling of training time and payment of travel time and/or travel expenses for Annual Renewal Training is subject to the provisions of 9.01 of this Article. Chaplains paid on an hourly basis will receive Annual Renewal Training hours in addition to their regular service hours.

Annual Renewal Training shall include but not necessarily be limited to the following training requirements:

- a) Company training on changes or amendments to policies, administrative requirements, payroll and reporting requirements; and,
- b) training on any other topics, including changes or amendments to administrative, operational, safety and security requirements of an institution, prison culture and awareness, restorative justice principles and practices, and other institution specific topics, as may be required and provided by CSC from time to time.

9.06 The parties shall meet on an as-needed basis, within 30 days of the request of either party, to discuss and review the needs, requirements, facilities and any other matters necessary for the compliance with this Article and CSC regulations.

9.07 Bilingual Proficiency in Quebec and New Brunswick

The parties agree that all Site-Based Chaplains and Tradition Specific Chaplains employed in callups identified by Correctional Service Canada as a specific language requirement resource working in Quebec and New Brunswick may be required to prove proficiency in English and French by obtaining an "Intermediate" rating or higher in oral proficiency in second language in the New Brunswick Finance and Treasury Board Language Proficiency Evaluation or such other test as may be required by the Company. Chaplains who are already employed by Bridges when they are required to complete these tests will be reimbursed for the cost of the test but will not be compensated for the time required to prepare for and take the test. New candidates will be required to take the test at their own cost and submit the results as a condition of employment.

9.08 Professional meeting for Federal Correctional Chaplains

The Company will organize and provide an Annual Meeting of Federal Chaplains using electronic communications platforms. The Annual Meeting will include either a general national meeting or a general regional meeting (or a combination of both). Thirty (30) days prior to the established meeting date the proposed agenda will be sent out to all employees for review. Suggestions for additional topics submitted by employees will be considered by the Company. By no later than April 30 of the chaplaincy year, the Company shall notify the Union of its proposed dates and location of that year's Annual Meeting.

9.09 CSC Regional and National Meetings and/or Conference Calls

The parties acknowledge that CSC may at Its discretion convene meetings and/or conference calls with employees on a regional and/or national scale to discuss issues directly related to chaplains' work and role within the institutions. Attendance at all such meetings is mandatory and chaplains shall be paid for attending such meetings. The time to attend these meetings is included in the regular hours of work of Full-time employees. For Part-time chaplains the time to attend these meetings is in addition to the chaplain's regular hours of work.

The parties agree that chaplains whenever practicable should organize their workday to accommodate such meetings to ensure that a minimum three (3) hour shift is worked. When that is not possible, or if the chaplain otherwise opts not to organize their hours around the CSC regional meeting, the parties agree to waive the three (3) hour Call-In Pay in accordance with the Canada Labour Code, for the purposes of attendance at such meetings.

Article 10 – Use of Company Facilities

- 10.01 Employees and the Union are prohibited from using CSC computers or CSC email services for union business. The Union and Employees may use Company mailboxes/mail folders/employee email account (@bridgesofcanada.com) for union business.
- 10.02 In the case where an Employee directs internal emails to a local officer of the Union, the local officer may respond using the internal email system. Use of the email system is subject to the Company's computer use and internet policy. Employees and the Union are prohibited from using CSC computers or CSC email services for union business.
- 10.03 Upon request, a duly accredited representative of the Union shall be permitted access to Bridges of Canada Offices or other Company-controlled facilities to assist in the resolution of a complaint or grievance and to attend meetings called by the Company. If a Company controlled facility is not available, the parties agree that an alternative location or video or teleconferencing solutions may be used.

Article 11 – Corrections Services Canada Approval of Service Resources

- 11.01 The Parties recognize that increases to a Chaplain's allocation of hours at an institution or commencement of work at an institution is subject to the approval of CSC.

The parties recognize that a member of the bargaining unit may be denied their right to recall, promotion, transfer, reappointment after leave and/or increases in their allocation of hours under this agreement on the basis of a determination made by the CSC, so long as written reasons for the decision, provided by a CSC Authority are disclosed to the employee.

The Company will provide reasonable assistance to the Union and an employee who is seeking to appeal or contest a decision rendered by the CSC which is in accordance with this Article.

Nothing in this Article prevents the Union from filing a grievance on behalf of a bargaining unit member when the Union asserts that a bargaining unit member, on the basis of a determination made by the CSC, has been denied their rights under this agreement to recall, promotion, transfer, reappointment after leave and/or increases in their allocation of hours for reasons that are arbitrary, discriminatory, or in bad faith.

Article 12 – Classifications and Hours of Work

12.01 Definitions

(a) Site-Based Chaplains

The roles and duties of a Site-Based Chaplain are defined by the Standing Offer between CSC and the Company. Site-Based Chaplains are normally Full-Time Employees.

A Site-Based Chaplain normally works at only one institution; however, some Full-Time Site-Based Chaplains may have their Full-Time hours split between facilities or institutions (e.g. employees working within Structured Intervention Units or Regional Treatment/Psychiatric Centres).

When the CSC allocates enough Site-Based Call-up hours at an institution to warrant the creation of a Full-Time Site-Based chaplain, then a Full-Time chaplain position shall be established. This Full-Time position may include work in Call-ups as both a Site-Based and a Tradition-Specific chaplain. When the allocation of Site-Based hours does not warrant the creation of a Full-Time Site-Based Chaplain, then the Company may establish a Part-time Site-Based chaplain position.

The Company and Site-Based Chaplains must ensure that a visible presence for chaplaincy is maintained at each institution. Site-Based Chaplains, in co-ordination and with approval of their Regional Director, will endeavour to ensure that, to the greatest extent possible, their monthly schedules will be organized in a manner that provides consistent coverage of the institution and that regularized work-cycles are maintained.

(b) Tradition-Specific Chaplain

The roles and duties of a Tradition-Specific Chaplain are defined by the Standing Offer between CSC and the Company. Tradition-Specific Chaplains are normally employed on a part-time basis and may work in Call-ups at one or more institutions and may work in Call-ups as both Site-Based and a Tradition Specific Chaplains.

(c) Full-Time Employee

“Full-Time Employee” shall mean any employee hired on an indeterminate basis who has completed their probation and is regularly scheduled to work a minimum of 64 hours per biweekly pay period or 138.56 hours per month.

(d) Part-time Employee

“Part-time Employee” shall mean any employee hired on an indeterminate basis who has completed their probation and is regularly scheduled to work less than 64 hours per biweekly pay period or 138.56 hours per month.

12.02 In respect of the Full-Time Employee’s normal hours of work, the parties acknowledge the following:

- a) Full-Time Employees shall normally maintain monthly hours of at least 138.56 hours per month;
- b) Full-Time Employees shall normally work between 32 and 40 hours per week;

- c) Full-Time Employees shall normally work a maximum of 8 hours in a work day;
- d) Full-Time Employees, may, subject to the approval of the Regional Director, work a modified workcycle provided that that work-cycle is consistent with provisions a), b) and g) and with 12.05.
- e) Contingent circumstances arising from an institutional need may require the Full-Time Employee to provide services outside of the Chaplain's regularly scheduled hours. In such circumstances, the Chaplain shall immediately inform their Regional Director of the need to perform such duties and the Chaplain in co-ordination with the Regional Director will adjust the remainder of their monthly schedule in accordance with the provisions of this Article.
- f) Full-Time employees who are required to travel to fulfill their duties and who are eligible for expenses will coordinate their schedule with their Regional Director in a manner that reduces travel expenses incurred by the Company.
- g) Call-up hours permitting, a Full-Time Chaplain is normally scheduled to work 80 hours over a biweekly pay period.

12.03 Full-Time Employees must submit their schedules on a bi-weekly basis for approval by the Regional Director five-business-days in advance of the beginning of the new bi-weekly period. Approved schedules shall be deemed regularly scheduled hours.

12.04 It is the Full-Time Employee's responsibility to ensure that regularly scheduled hours are worked as per the agreed schedule.

12.05 Overtime for Full-Time Employees

In recognition of the demands and nature of the work, the need for flexibility for Chaplains to be able to meet CSC demands, and the Company's need to reduce overtime expense, the parties agree to an overtime averaging agreement for Full-Time Employees, calculated on a bi-weekly basis.

According to this agreement, Full-Time Employees shall not be required to work more than 80 hours over a bi-weekly pay period.

A Full-Time Employee must obtain advance written approval or direction from the Regional Director to be paid for hours of work in excess of 80 hours per bi-weekly pay period. It is the Full-Time Employee's duty to inform their Regional Director if, by working their regularly scheduled hours, the Chaplain may exceed 80 hours per any designated bi-weekly period.

If the Full-Time Employee complies with the above, the Employee will be entitled to overtime pay. Such overtime pay shall be calculated at a rate of 1.5 hours for every additional hour worked over 80 hours in the designated bi-weekly pay period.

12.06 Part-Time Employees

In respect of the Part-time Employee's normal hours of work, the parties acknowledge the following:

- a) The work-week for a Part-time Employee is variable and the hours available to Part-time Employees are determined on an institutional basis. Such hours may fluctuate over time according to the requirements of CSC.

- b) Part-time Employees work primarily with the Site-Base Chaplains to develop their schedule. The parties agree that such schedules are tentative and may be modified as required. Part-time Employees will make every effort to adhere to their schedule and will notify the Site-based Chaplain immediately when a change to the schedule is necessary.
- c) Contingent circumstances may require the Part-time Employee to provide services outside of the Chaplain's scheduled hours. The Part-time Employee will adjust their schedule in accordance with the scheduling provisions of this Article.

12.07 Part-time Employees must submit their schedules on a bi-weekly basis to the Regional Director, as early as possible in advance of the first day of the new bi-weekly period. It is the Chaplain's responsibility to ensure that scheduled hours are worked as per the Chaplain's monthly appointment(s) ("Call-ups").

12.08 Overtime Pay for Part-time Employees

No Part-time Employee will be required by a supervisor to work more than eight (8) hours per day or forty (40) hours per week.

Part-time Employees must obtain advance written approval or direction from the Regional Director to be paid for hours of work in excess of eight (8) hours per day or in excess of forty (40) hours in a given week. Overtime pay for Part-time employees shall only be paid with the approval of the Regional Director and shall be calculated in 15-minute increments.

If the Part-time Employees complies with the above, the Employee will be entitled to overtime pay on all time worked in excess of forty (40) hours in a given week. Such overtime pay shall be calculated at a rate of 1.5 hours for every additional hour worked.

12.09 Back-Up Hours

Back-Up hours are unfulfilled chaplaincy hours that arise due to the need to backfill vacation, other extended absences of greater than five working days or temporary vacancies.

Back-Up hours shall be distributed to employees on a seniority basis, In the order specified below:

1. Full-time, qualified employees In the Institution who are scheduled to work less than 80 hours per bi-weekly period, then
2. Full-time, qualified employees within 100 km of the Institution who are scheduled to work less than 80 hours per bi-weekly period week, then
3. All other qualified employees in the institution, then
4. All other qualified employees within 100 km of the Institution, then
5. The Regional Director may act as "Back-Up Site-Based Chaplain" when no qualified bargaining unit member who has been screened and approved by CSC Is willing and qualified to fill Back-Up hours.

Nothing In this article prohibits a chaplain from working overtime if the Company, at its sole discretion, deems overtime to be necessary.

The Company will provide reasonable assistance to the Union and an employee seeking screening and/or approval from the CSC for purposes of fulfilling Back-up coverage at another institution.

The appointment of a Back-Up Site-Based Chaplain is the responsibility of management and not the responsibility of the Site-Based Chaplain or any other bargaining unit member.

- 12.10 When employees have reported to work for a scheduled workday, and the institution is closed due to extreme weather, institutional lockdown, or other emergency condition, employees will be compensated for the number of hours they were scheduled to work that day.

Employees who travel to provide services and experience a closure limiting or preventing service delivery will be paid mileage for the travel incurred on the day of unanticipated closure, provided that they have travelled in excess of 50km at the time of receiving notification of the closure.

When employees who travel to provide services are notified of a closure by the Company or CSC at least three (3) hours before the beginning of a scheduled workday, no compensation for scheduled hours will be provided. In such cases, the Chaplain will work with the Regional Director to reschedule the hours to another date.

Article 13 – Assignment of Hours

13.01 April 1 Assignment of Appointments (Call-ups)

On or before March 15, Chaplains will be provided the new or revised Call-up for the fiscal year. The basis for Chaplaincy appointments is determined on an institutional basis by the CSC “Call-up”.

A complete and comprehensive list of all new or revised Call-ups for the fiscal year will be provided to the Union by March 15 of the Chaplaincy year.

13.02 Assignments of Hours

Monthly Assignments shall clearly stipulate the number of hours required per institution, per month. Monthly assignments of hours may vary from month to month in accordance with the number of business days contained within a given month.

13.03 Allocation of Hours for Administrative Duties

The parties agree that Chaplains shall be paid for all administrative work that they are required by the Company to complete. Administrative time is defined as time spent communicating with Site-Based Chaplains, Institutional staff and management, including electronic communications, coordinating schedules and access to the institutions, completing Indicator Reports, and other reporting requirements.

It is understood that the Call-Up assignments for Tradition-Specific Chaplains include one (1) hour of administrative time per Call-Up per institution per month.

The parties agree that the issue of administrative work and administrative time required of Chaplains for the completion of their duties shall be a topic of discussion for the Union-Management Committee.

13.04 Reduction of hours at an Institution during the Chaplaincy Year

There is no guarantee that hours will not be reduced by CSC. Notwithstanding, Chaplains shall be provided with two-weeks' notice before any reduction or increase of hours. That notification will be made by phone contact and in writing communicated by email.

13.05 The parties agree that hours of a member of the bargaining unit shall only be reduced in accordance with a reduction in the chaplain's Call-Up. For clarity, the Company shall not redistribute or otherwise eliminate the hours of a current member of the bargaining unit without demonstrating a reduction in the CSC Call-Up hours.

When more than one Chaplain is working tradition-specific hours for the same faith in the Institution where the call-up reduction is taking place, hours will be reduced for chaplains working tradition-specific hours within that faith on a seniority basis (Senior May, Junior Must).

13.06 Increases to the number of Hours at an Institution during the Chaplaincy Year

(a) If CSC Increases the number of site-based hours at an Institution during the chaplaincy year, the Employer may require a Site-Based Chaplain to work up to a maximum of 80 hours per bi-weekly pay period. If there is more than one Site-Based Chaplain at the Institution, the senior employee shall have the right of first refusal of those hours, and the Employer may, if necessary, require the Site-Based Chaplains to work those hours in reverse order of seniority, to a maximum of 80 hours per bi-weekly pay period.

(b) In other cases where hours are to be increased at an Institution and where the process in (a) has been exhausted, the senior qualified employee currently employed at that institution shall have the right of first refusal of those hours, to a maximum of 80 hours per bi-weekly pay period. Hours which are not assumed by chaplains working in the institution where the hours are allocated, shall be distributed on a seniority basis (Senior may, Junior must) to chaplains who are already working within 100 kms of the institution, to a maximum of 80 hours per bi-weekly pay period.

Article 14 – Job Postings

14.01 In the event new jobs are created or vacancies occur within the bargaining unit, including new positions which are created for a specific term, the Company will email job postings for such new job(s) or vacancies to all bargaining unit members at least seven (7) calendar days in advance of the application deadline and shall stipulate the estimated total monthly hours, classification, faith requirement, Institution, language requirement, and approximate start date, before new Employees are hired, in order to allow Employees with seniority to apply.

The Company agrees to email the Union Representative with a copy of each job posting.

The Company shall, after the completion of the job posting procedure, email the name of the successful applicant. The parties agree that an administrative oversight in this regard does not void the job posting.

14.02 Until the vacancy is filled in accordance with the job posting provisions, the Company is free to fill the vacancy on a temporary basis as it sees fit.

- 14.03 No external applications will be considered until the internal process is exhausted.
- 14.04 All applications received will be considered within seven (7) days of the end of the posting procedure. In the event that one (1) or more Employees apply, the Company shall consider the qualifications, experience, ability, knowledge of the Institution and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy. If the applicants are not qualified to perform the work required, the Company reserves the right to immediately post the position externally.
- 14.05 It is understood that part-time vacancies in the bargaining unit may be filled by expanding the hours of work of existing Employees who are already working in or around the Institution. Reassignment of such hours shall be governed by the provisions of 13.06.
- 14.06 Upon request, the Company will discuss with the unsuccessful internal applicant the manner in which that unsuccessful applicant may improve their position and their work in order to be considered for any future vacancy.

Article 15 – Discipline and Discharge

- 15.01 When the Company engages in its own investigation which could lead to a suspension or discharge for cause, the following shall apply:
- a) The Company will conduct a fair and thorough investigation;
 - b) Upon request, the Company will provide copies of relevant documents in their possession and control to a designated official of the Union;
 - c) The employee(s) under investigation may be held out of service by the Company pending completion of the investigation;
 - d) The Company will complete its investigation as soon as possible and shall not take more than thirty (30) calendar days from the date the Company became aware or ought to have become aware of the need for an investigation. Additional time may be granted through mutual agreement between the Company and the Union prior to the expiry of the thirty (30) calendar day period. It is agreed that where CSC investigates an issue, the Company's investigation with respect to that issue can take place once CSC has completed and reported on its investigation;
 - e) Upon request, the employee(s) under investigation may have Union representation for any and all aspects of the investigation.
- 15.02 When an Employee is required to attend a meeting with the Company that is convened for the purpose of conducting an investigation and/or rendering a disciplinary decision by the Company concerning that Employee, the Company shall advise the Employee of their right to have a representative of the Union attend the meeting. Where practicable, and in a non-urgent situation, the Company will make its best efforts to give at least two (2) days' notice of such a meeting. If the Employee requests the presence of a Union representative, and no Union representative is available in person or by telephone, the meeting must be immediately terminated.

- 15.03 No Employee will be disciplined by the Company, and no Employee past probation will be discharged by the Company without just cause. When an Employee is suspended from duty or discharged by the Company, the Company undertakes to notify the Employee in writing, with a copy emailed to the Union Representative of the reason for such suspension or discharge. The Company will give such notification at the time of the suspension or discharge, with the copy by email to the Union Representative being sent on the same day.
- 15.04 Grievances relating to suspension or discharge shall be filed at Step 2 of the grievance procedure. If the grievance is not satisfactorily settled at Step 2 then the grievance may be referred to Arbitration in accordance with Article 16.
- 15.05 In order of severity, the types of disciplinary action to be considered in a progressive manner shall be:
- a) Informal:
 - verbal reprimand
 - b) Formal:
 - record of counseling
 - suspension
 - discharge
- 15.06 Employees who, in good faith, report on observed or improper acts or activities shall not be disciplined as a result of these observations. Reports made in bad faith may be subject to discipline.
- 15.07 Investigations Conducted by CSC
- The Parties acknowledge that the Company has no control of investigations initiated by the CSC and such investigations are not investigations initiated by the Company. However, once the Company becomes aware that a CSC investigation has been initiated, the Company will notify the employee and Union.
- 15.08 Revocation of Access to the Institution(s) by CSC
- In the event that the CSC revokes the security access and/or access to CSC institution(s) for a post-probationary employee, the Company will provide the employee and the Union with a copy of any written communication which it is legally permitted to divulge directing that the employee's access has been revoked by the CSC.
- 15.09 The employee will be placed on layoff for up to twenty-four (24) months while the employee attempts to recover their access to the institution(s). If the employee placed on lay-off obtains the required access during the twenty-four (24) months, they will be returned to their former position or another equivalent position for which they are qualified in accordance with seniority. If not, the employee's employment will terminate.
- 15.10 The Company will provide reasonable assistance to the Union and an employee who is seeking to regain lost access including information as to why the employee did not obtain or lost security access and/or access to the institution.
- 15.11 Nothing in 15.08 to 15.10, prevents the Company from conducting an investigation and imposing discipline up to and including discharge based on same issues that lead to CSC revoking the employee's security access and/or access to CSC institution(s). It is understood that the Company may rely on the content of any CSC investigation when conducting its own investigation.

Article 16 – Grievance Procedure

- 16.01 This grievance procedure is not intended to preclude any discussion between Employees, Union representatives and Company representatives. An Employee shall discuss a complaint with their immediate supervisor or manager before presenting a grievance through the authorized representative of the Union. The supervisor shall discuss the complaint with the Employee in an attempt to resolve the issue and may remind the Employee of their right to have a steward or other authorized representative of the Union with them during such discussion.
- 16.02 If any differences concerning the interpretation , application, operation or any alleged violation of this Agreement arise between the Company and/or the Union, or between the Employee(s) and the Company, it shall be processed according to the following grievance procedure. Grievances involving the interpretation, application , operation or any alleged violation of this agreement must have the approval and support of the Union.
- 16.03 The time limits set out in the grievance procedure are mandatory for both parties. In calculating time limits, all time limits shall imply calendar days and may be extended by mutual agreement in writing. Such agreement will not be unreasonably withheld.
- 16.04 If the time limits set out in the Complaint Step, or Step 2 of the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.
- 16.05 If the Company fails to meet a time limit, the Union, at its option, may either advance the grievance to the next step or await the Company’s response, in which case no time limit shall apply against the Union until it has received the Company’s response. If the Union fails to meet the time limit the grievance shall be deemed abandoned.
- 16.06 Employee(s) upon request shall have the right to be represented at any step of the grievance procedure. The Employee(s) and the Union representative shall be given reasonable leave with pay to attend such meetings. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure. Grievance representation by Union Representative may be through phone/videoconference technology.
- 16.07 The Company and the Union shall provide each other, and the employees, with the names and/or titles of their appropriate designated representatives for purposes of the grievance procedure as amended from time to time.
- 16.08 Steps of the Grievance Procedure

Step 1 – Complaint

Within fifteen (15) days of the Employee(s) or Union becoming aware of the matter giving rise to the complaint, the Union may submit a written complaint to the Supervisor. Within fifteen (15) days of the receipt of the complaint, the Company, Employee and Union representative shall meet in an attempt to resolve the complaint. The Company shall provide a written response within fifteen (15) days of such a meeting to the Employee(s) and the Union representative.

Step 2

If a satisfactory settlement has not been obtained under Step 1, the Union and/or the Union Representative may within twenty (20) days of the receipt of the Company's decision under Step 1 render a grievance in writing, including the redress requested, to the Company's designated representative. The designated Company representative shall call a meeting and render a decision within twenty (20) days of the receipt of the grievance.

16.09 Policy Grievance

A policy grievance shall be defined as a dispute involving a question of application or interpretation of any Article of this Agreement which arises directly between the Company and the Union. It shall be submitted at Step 2 within twenty (20) days following the circumstances giving rise to the grievance. The provisions of this Article may not be used with respect to a grievance directly affecting an individual employee or a group of employees.

16.10 Discharge Grievance

If it is alleged that an employee has been discharged without just cause, the grievance shall start at Step 2 of the grievance procedure.

16.11 Arbitration

If the grievance is not satisfactorily settled under Step 2, then the grievance may be referred to arbitration within thirty (30) days of the receipt of the written answer of management.

The parties agree that a single arbitrator shall be used as provided for under the Canada Labour Code. The Company and the Union shall make every effort to agree on the selection of the Arbitrator within twenty (20) days after the party requesting arbitration has delivered written notice of submission of the dispute to arbitration. In the event that the parties fail to agree on the choice of Arbitrator, they shall forthwith request the Minister to appoint an arbitrator.

The Arbitrator shall have all the powers vested in it by the *Canada Labour Code*, including, in the case of discharge or discipline, for just cause, the power to substitute for the discharge or discipline, for just cause, such other penalties that the Arbitrator deems just and reasonable in the circumstances, including compensation for lost income and benefits. The Arbitrator shall render a decision within a reasonable period, as agreed to by the parties.

The Arbitrator's decision shall be final and binding on both parties.

Each party shall bear one-half (1/2) the cost of the Arbitrator.

The Arbitrator shall not change, modify or alter any of the terms of this Collective Agreement.

Article 17 - Employee Files

17.01 Personnel records shall be maintained for all employees by the Company. An employee and his union representative will be granted access to the employee's individual personnel records when properly requested in writing by the employee. Management reserves the right to be present when employee personnel records are reviewed. This review may be accomplished prior to any grievance hearing and copies of relevant documentation will be provided.

17.02 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an Employee shall be removed from the Employee's personnel file once the Employee has worked for eighteen (18) months without any further disciplinary action being imposed. For purposes of this article, any period of time when an employee does not work for thirty (30) days or more is excluded from the eighteen (18) month period.

Article 18 – Probation

18.01 A newly hired employee shall be considered a probationary employee for a period of ninety (90) calendar days from the date of hire unless probation is extended under 18.03 below.

18.02 Notwithstanding any other provisions of this Agreement, an employee on probation may be dismissed at the Company's discretion, provided such dismissal is not arbitrary, discriminatory or in bad faith, and all notice and severance requirements (if any) under the Canada Labour Code are met.

18.03 The period of probation of a newly hired Employee may be extended for a further period of up to ninety (90) calendar days provided that written notice and reasons for the extension is given to the Employee and to the designated Union representative prior to the expiration of the first period of probation.

18.04 At some point during the period of probation, an Employee's performance will be assessed by the applicable supervisor. The conclusions of said assessment will be communicated to the Employee in writing.

Article 19 – Seniority and Recall

19.01 Employees on approved leave shall continue to accrue seniority.

19.02 When two (2) or more employees have the same seniority date, the senior employee will be the employee who has the lowest three (3) digit number using the last three (3) digits in their social insurance number.

19.03 An employee covered by this agreement will lose their seniority status and their name shall be removed from the seniority list under the following conditions:

- a) They quit, resign, or retire;
- b) They are discharged with just cause;
- c) Absence due to illness or injury, other than a work injury, for a period of more than twenty-four (24) calendar months;
- d) A continuous period of twenty-four (24) calendar months during which the employee has not worked in the bargaining unit;
- e) The employee accepts a promotion or transfer outside of the Bargaining Unit for a period in excess of ninety (90) days. An employee who returns to the Bargaining Unit prior to the expiration of the ninety (90) day period will pay all union dues that they would have paid as if they had remained in the Bargaining Unit.
- f) They do not return from a Leave of Absence within the scheduled period;

- g) As otherwise provided in this agreement.

19.04 Right to Recall

- a) A Full or Part-time Employee who, as a result of a change in the Institution's requirements, has their hours eliminated at the Institution, shall retain seniority and recall rights for a period of twenty-four (24) months.
- b) In the event that Call-up Hours, which were formerly worked by the employee(s), are re-established at the institution, qualified employees with recall rights shall be notified in seniority order and shall be allowed right of first refusal of those hours before the Company posts the assignment. Such employees will be notified by phone call, email and registered mail and shall have 7 days from the date the employee receives or should have received the notification to communicate their interest in returning to the position. The parties agree that it is the employee's responsibility to maintain up to date contact information with the Company.

Recall to the previous position is conditional upon the employee with seniority passing a security background screening approval and maintaining all required qualifications for the position. The Company will provide reasonable assistance to the Union and a recalled employee who is required to regain security clearance and/or recognition of qualifications from the CSC.

- 19.05 A system wide seniority roster will be posted once per year but no later than January 1st of each calendar year. Seniority lists will indicate the Employee's name, employee number, and Company seniority.

Employees who wish to protest any omission or incorrect posting of their seniority may do so by informing management in writing. If the issue is not resolved or management disagrees with the employee's complaint but, in the Employee's estimate, does not provide satisfactory grounds the Employee may file a written grievance within thirty (30) days of the date of the most recent seniority roster posting. Seniority protests will be strictly confined to errors, changes or omissions which occurred on the most recent seniority posting only. Any employee on leave at the time of posting of the list shall have a period of fifteen (15) days from the date of their return to service to file a protest.

Article 20 – Paid Holidays

- 20.01 The following days shall be regarded as paid holidays:

- New Year's Day (January 1st)
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day (July 1st)
- Labour Day
- National Day for Truth and Reconciliation (September 30)
- Thanksgiving Day
- Remembrance Day (November 11th)
- Christmas Day (December 25th)
- Boxing Day (December 26th)

Employees are eligible for additional paid holidays authorized per Province only:

- British Columbia – B.C. Day (August)
- Alberta – Heritage Day (August)
- Saskatchewan – Civic Holiday (August)
- Ontario – Civic Holiday (August)
- Quebec – St. Jean Baptiste Day (June 24)
- Manitoba – Louis Riel Day (February)
- Nova Scotia – Heritage Day (February)
- New Brunswick – New Brunswick Day (August)

20.02 In the event an employee works on a paid holiday as outlined in 20.01, the employee shall be paid to Holiday Pay plus 1.5 times their regular hourly rate for all hours worked on that day. Employees shall only work on a paid holiday if prior approval is obtained from the Regional Director.

Notwithstanding the above paragraph, when a paid holiday falls on a Full-Time chaplain's normal working day, the Full-Time chaplain may work on the paid holiday, subject to mutual agreement between the Full-Time chaplain and the Company (e.g. Regional Director). In such instances the Full-Time chaplain will be paid straight-time for the Holiday and will be afforded a paid day off in lieu, which must be approved by the Company and taken within the same pay period as the paid holiday worked by the employee.

20.03 Holiday Pay for all Paid Holidays covered by this agreement, excepting Full-Time chaplains, shall be calculated in accordance with the Statutory Holiday pay formula provided for in the Canada Labour Code. Full-Time chaplains shall be compensated eight (8) hours Holiday Pay for all Paid Holidays covered by this agreement.

Article 21 - Leave for Union Business

21.01 General

Leaves granted to Employees under Article 21 shall be unpaid leaves, unless otherwise provided for below, or unless the Union advises the Company to continue the Employee's pay and benefits that would be disrupted by the leave. In that case the Union shall reimburse the Company for the full cost of continuing the Employee's pay and benefits during the leave. For all leaves under this Article seniority shall continue to accrue during the leave. All requests for leaves under this Article must be requested in writing at least fourteen (14) days prior to the commencement of the leave being requested. It is understood that leave requests under this Article will not be unreasonably denied.

21.02 Alternative arrangements for Part-time Employees

It is understood that Employees may, with the approval of the Company and the Union, arrange their schedule so that they may undertake Leave for Union Business without requiring the Employee to take leave from their monthly assignment of hours.

21.03 Regional Stewards

At the Union's request, up to five (5) Regional Stewards shall be partially released for five (5) hours per month for the purpose of assisting the membership and other duties related to the administration of this Collective Agreement.

21.04 The Company shall grant leave with pay to an Employee called as a witness by an Arbitration Board or the Labour Relations Board.

- 21.05 The Company shall, subject to operational requirements, grant leave without pay to up to five (5) Employees who are meeting with management on behalf of the Union as per Article 30 (Union Management Meetings).
- 21.06 The Company will grant leave to an Employee who is party to an arbitration.
- 21.07 The Company will grant leave to up to five (5) Employees selected as delegates to attend Union meeting conferences, and conventions of the Union and conventions of the Canadian Labour Congress.
- 21.08 The Company will grant leave to up to five (5) Employees, who exercise authority of a Union Representative to undertake training related to that role.
- 21.09 An Employee who has been elected or appointed to a Full-Time office of the Union, shall be entitled to leave for the period during which they are elected or appointed to hold office. Such an Employee has the right to return to their former position conditional upon the employee with seniority passing a security background screening approval and maintaining all required qualifications for the position. The Company will provide reasonable assistance to the Union and an employee returning from such leave who is required to regain security clearance and/or recognition of qualifications vis-à-vis the CSC.
- 21.10 Bargaining Committee
- The Company agrees to recognize the presence of five (5) employees to act as Union representatives for the purposes of negotiating a collective agreement.
- 21.11 Commencing two (2) months prior to the expiry date of the Collective Agreement or as otherwise agreed, the Company will grant leave to five (5) Employees, for the purposes of attending preparatory or contract negotiation meetings on behalf of the Union.

Article 22 - Annual Leave, Sick Leave and Leave with or Without Pay

22.01 General

At its discretion, the Company may grant leave with or without pay for purposes other than those specified in this Agreement. All requests for leave must be made in writing. Seniority will continue to accrue throughout all leaves.

Paid leaves

22.02 Personal Leave days

Employees shall be entitled to paid Personal Leave in accordance with the provisions of the *Canada Labour Code*.

In respect of Personal Leave days for Full-Time employees, the parties agree that the provisions of this agreement at 23.04 are inclusive of the three (3) paid Personal Leave days provided as per the *Canada Labour Code*.

22.03 Bereavement Leave

The Company shall provide bereavement leave of absence with pay to eligible employees who have worked with the company for 90 days or more and who wish to take time off from work duties due to the death of an immediate and extended family member.

For an Immediate Family Member (spouse, parent(s), step-parent(s), child, and step-child, or sibling(s), step-sibling(s) of the employee), the company will pay up to 5 days bereavement leave.

For an Extended Family Member (parent-in-law, grandparents, and grandchildren), the company will pay up to 3 days bereavement leave.

Unpaid Leaves

22.04 Maternity and Child Care Leave

Maternity Leave and Child Care leave shall be provided in accordance with the Canada labour Code.

22.05 Court and Jury Leave

(a) General

Employees are eligible to take unpaid Court Leave in the event the employee has been summoned to serve on a jury or to act as a witness.

Employees may use their Paid-Time-Off or Vacation time, as applicable, when taking Jury Leave and Court Leave

(b) Court Leave

An employee called to serve, as a witness in relation to the performance of their duties will be paid as if they had worked for the time spent, including travel expenses. An employee shall suffer no loss of wages in this regard. Any costs received by an employee from the Court shall be refunded to the Employer.

22.06 Military Leave

Employees who serve as Reservists are eligible to take Military Leave for any required military service. Employees shall provide a copy of military orders indicating the dates of service/training as soon as possible and in any case prior to the commencement of the scheduled service/training.

Article 23 – Paid Time Off and Vacation Time

23.01 Full-Time Employees who have completed probation are entitled to 20 Full-Time days or four (4) weeks of Paid-Time-Off (“PTO”) per year (April 1 to March 31). For the purposes of this Article and counting PTO, one “day” is calculated at 8 hours.

Full-Time Employees with ten (10) years continuous service shall be entitled to an additional four (4) days of PTO per year.

- 23.02 Full-Time Employees who complete probation or otherwise commence their employment after April 1 of the calendar year will be provided PTO on a prorated basis in according to the number of days remaining in the year to March 31.

Full-Time Employees whose employment terminates are only entitled to PTO on a prorated basis for the year in which their employment terminates according to the number of days they were employed in the year to March 31. If an employee used more PTO than they accrued in the year that their employment terminates, then the employee must repay the Employer an amount equal to the overpayment, and the Employer may withhold any overpayment from their final pay.

Full-Time Employees, when they are on layoff, will have their PTO prorated for the chaplaincy year.

- 23.03 Requests for PTO must be made at least fourteen (14) calendar days in advance and are subject to the Regional Director's approval. The company reserves the right to deny PTO requests in the event that it would cause a hardship on the workflow of the facility resulting in inadequate coverage at the facility.

PTO will be approved on a first come first serve basis, not on a seniority basis.

Requests by employees to utilize PTO leave will not be unreasonably denied.

23.04

The parties agree that the PTO entitlements under this collective agreement are inclusive of the paid personal leave entitlements and annual vacation entitlements provided for under the Canada Labour Code and further agree that the PTO entitlements under this collective agreement provide a greater right or benefit to those entitlements under the Code.

- 23.05 All Employees are entitled to paid medical leave in accordance with the Canada Labour Code once those provisions come into force. Paid medical leave under the Canada Labour Code is in addition to the PTO provided for in this collective agreement. Paid medical leave shall continue unchanged so long as this collective agreement remains in effect even if the paid medical leave provisions in the Canada Labour Code are revoked or the number of paid medical leave days is reduced during the term of this collective agreement.

- 23.06 Backfilling for employees utilizing PTO is the responsibility of the Company and not the employee utilizing the leave.

- 23.07 The parties agree that PTO should be used in the year in which it was granted. It is the Company's responsibility to ensure that employees utilize their PTO before the end of the chaplaincy year (April 1 to March 31). As such, the Company may require employees to take their PTO before the end of the year. In the event that an employee has unused PTO at the end of the year, it shall be paid out to employees on March 31 at the end of the chaplaincy year. PTO cannot be banked by employees and must be either used or paid out by the end of the chaplaincy year.

- 23.08 Vacation and Vacation Pay for Part-Time Employees

Part-time Employees shall be provided Vacation and Vacation Pay in accordance with the *Canada Labour Code*. The Employer will pay Vacation Pay as accrued as part of the employee's regular pay. The amount of Vacation Pay will be separately identified on the employee's pay stub.

Article 24 - Pay Administration

- 24.01 Employees will be paid bi-weekly. An itemized statement will be included setting forth all wages, overtime and listed deductions for the pay period.
- 24.02 All employees shall record their hours worked on a daily basis using the Paycom electronic time management system or any other system as may be directed by the Company.

Article 25 – Union Security

- 25.01 The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers. The provisions of this article shall be applicable on receipt by the company of notice in writing from the union of the amount/calculation of regular monthly dues.
- 25.02 The Union will give reasonable notice to the Company of any changes in union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- 25.03 No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

USW Local 1976
2360 De La Salle
Suite 202
Montreal, QC, H1V 2L1

The monthly remittance shall be accompanied by a summary of the dues calculations made for the month, each month, as well as a statement on Excel spreadsheet showing the names of each employee from whose pay deductions have been made and the total deducted for the month.

- 25.04 The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual Statement of Remuneration (T4 slip).
- 25.05 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

Article 26 – Union Representation

- 26.01 The Company undertakes to receive, after prior notification, the Union's authorized representatives, delegates and officers, on appointment, to discuss and settle any current or future grievance concerning the interpretation and/or application of this Agreement.

- 26.02 The Union shall notify the Company, in writing, of the names of the authorized representatives, delegates and officers.
- 26.03 Upon request to a management representative, the Regional Steward or other accredited Union representative, with the employee's consent, shall have access to the employees' personal file which contains disciplinary notices, payroll records, assessments of work performance and attendance records.
- 26.04 In case of a grievance, the Regional Steward or Union Representative may, during working hours and without loss of pay, investigate and/or submit a grievance according to the grievance procedure provided herein, with the permission of their immediate superior, which permission shall not be unreasonably withheld. It is agreed that the Regional Steward or Union Representative's time engaged in these grievance activities shall not be considered hours of work and that all work time must still be completed in accordance with the Regional Steward or Union Representative's approved schedule. The Union shall reimburse the Company for the cost of continuing to pay the employee for the time spent engaged in grievance activities.

Article 27 - Workplace Health and Safety

- 27.01 The parties agree that Part II Occupational Health and Safety of the Canada Labour Code, including all rights and obligations therein, applies to the Company, the Union, and the employees. However, nothing in this article shall expand, limit, or otherwise alter the Company, the Union, and the employees' rights and obligations In Part II of the Canada Labour Code.
- 27.02 The Company, Union, and employees will cooperate towards the prevention of work-related accidents and to promote education in employee safety and accident prevention.
- 27.03 Both the Union and the Company shall encourage employees to submit safety reports related to employee safety through the Bridges of Canada safety reporting system.
- 27.04 Employees injured while at work shall be given medical attention at the earliest possible moment, and employees shall be permitted to return to work without signing any release of liability pending the disposition of settlement of any claims for damage or compensation. Such injured employees who are able to work will be allowed to obtain medical attention, for instance by accessing a First Aid kit onsite, without loss of pay. It is the responsibility of the injured employee to report an injury to his immediate supervisor during the work period in which the injury occurred, if physically possible.
- 27.05 The Company will ensure that personal protective equipment (PPE) is provided to employees who work in areas in which it is required.
- 27.06 Duty to Accommodate
- The Company recognizes that workplace accommodation enables Employees with injuries or illnesses or disabilities to be productive members of the Company to the benefit of both the Company and the Employee and is committed to upholding the duty to accommodate the needs of Employees pursuant to the Canadian Human Rights Act. It is the responsibility of the Company, the Employee needing accommodation, and the Union, to work together towards the goal of reaching a reasonable accommodation.
- 27.07 The Company shall purchase coverage under the applicable workplace compensation legislation in each province where it operates, to provide insurance coverage for employees in the event of a

workplace Injury. If the Company is unable to enroll in such coverage for reasons out of its control (e.g. the province or territory does not allow the purchase of optional coverage), the Company shall subscribe to an insurance plan for each employee that provides an employee who is absent from work due to work-related illness or injury with wage replacement, payable at a rate equal to the lesser of (i) that provided for under the applicable workers' compensation legislation in the employee's province of permanent residence, or (ii) 85% of wages.

- 27.08 In the event that an employee is injured in the performance of their duties, they shall, to the extent that they are required to stop work and receive treatment, be paid for wages the remainder of their shift. If it is necessary, the Company will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the workplace and/or to their home as necessary.

Article 28 – Regulatory Changes

- 28.01 Both parties recognize that the Company is ultimately subject to regulations issued by Correctional Services Canada or other agency, and which may change from time to time.
- 28.02 In such case, the parties are committed to collaboratively and expeditiously finding ways to implement any regulatory changes made during the term of this Agreement that apply to the bargaining unit in a manner that balances the needs of both parties. Accordingly, this Agreement may be subject to amendment to ensure regulatory compliance in a manner that does not unduly and negatively impact either party.

Article 29 – Contract Changes

- 29.01 Both parties recognize that the Company is ultimately subject to third-party contracts.
- 29.02 Such contracts may expire or be subject to renegotiation from time to time. In addition, CSC may implement changes, including facility changes, process changes, policy changes, or the like, during the contract term, to which the Company and accordingly the bargaining unit are subject.
- 29.03 The Company may implement such changes without requiring an amendment to this Agreement, provided the changes are not in conflict with its terms. Should a third-party contract require a significant change that conflicts with the terms of this Agreement, the parties agree to collaborate in accordingly amending this Agreement expeditiously, in a manner that does not unduly or negatively impact either party.

Article 30 – Union Management Meetings

- 30.01 The parties acknowledge the mutual benefits to be derived from joint consultation.
- 30.02 Joint consultation meetings will be held on a quarterly basis for two hours or less. Meetings may be longer or held more frequently when required, if both parties agree. Meetings will be conducted using technology, such as conference call or computer video meeting platforms. By April 30 of each Chaplaincy Year, the parties will agree to scheduled dates of the Union Management meetings. The parties agree that Union-Management meetings may deal with business issues affecting the membership of the Union, problems arising from the administration of the collective agreement and changes to chaplaincy call ups. The Union Management Meeting may also be a forum for discussions about regulatory changes

or changes in the contractual obligations between the Company and the CSC which may impact the membership.

30.03

The Union's participants to the Union Management Meetings shall be comprised of five (5) Union regional worker representatives, or their alternates, and the Union's Local Representatives and/or USW Staff Representative. The Employer may have an equal number of participants to the Union Management Meetings, including in the Employer's discretion external counsel or consultants. The time spent in meetings for the five (5) Union members shall be paid by the Company at the employee's regular rate of pay and shall not be Included when determining entitlement to overtime pay.

30.04 These meetings will have no authority to amend or alter the Collective Agreement.

30.05 The Company agrees that health and safety issues shall be a topic on the agenda at all Union-Management meetings and shall be addressed in the same manner as all other issues properly raised at such meetings.

Article 31 – Benefit Program

Health Benefits

31.01 The Company agrees to provide benefits coverage for all Full-Time Employees effective their date of employment, in accordance with the Bridges of Canada benefits plan document, amended Oct 1, 2019. The cost of the benefits provided shall be paid one hundred per cent (100%) by the Company, with the exception of LTD benefits and benefits for dependents which shall be one hundred per cent (100%) employee paid.

Effective April 1, 2024, the employer will increase vision benefit for full-time employees from \$150 to \$250 every two years.

31.02 The Bridges of Canada benefits plan and its insurer may be changed or modified during the life of this Agreement provided the benefits coverage provided shall not be reduced, except by negotiation and the mutual agreement of both parties.

31.03 A copy of the Bridges of Canada benefits plan shall be provided to all Full-Time Employees on the date of hire.

Pension Benefits for Full-Time Employees

31.04 The Company shall provide a defined contribution pension plan to all Full-Time Employees effective on their date of hire. The Company shall contribute nine per cent (9%) of wages to the plan on a bi-weekly basis in accordance with its normal payroll practices, which may be matched on a voluntary basis by the Employee.

31.05 Pension contributions made on the employees' behalf shall be remitted to the Pension Plan within thirty (30) days following a biweekly pay-period.

31.06 Employer will pay one hundred percent (100%) of the premiums towards a flat rate life insurance of fifteen thousand dollars (\$15,000) for each part time employee who has completed probation.

Article 32 – Agreement Reopener

32.01 This Agreement may be amended by mutual consent.

Article 33 – Duration of Agreement

33.01 This agreement shall come into effect May 26, 2023 except as where noted otherwise and remain in full force until March 31, 2026. Subsequently, the agreement shall continue to bind the signatories month after month, except if a written notice to bargain from one of the parties who wishes to revise such agreement is addressed to the other party within ninety (90) days prior to the expiry date or any other successive expiry date established month after month.

33.02 Once the notice to bargain has been remitted, the Union and the Company must enter into negotiations without delay and conduct them promptly and in good faith, without omitting any reasonable effort in order to reach a collective agreement.

Article 34 – Legal Indemnification

Where an employee is sued for good faith conduct within the scope of their employment, the Company agrees to retain and pay counsel the legal fees incurred in defending the employee.

An employee shall make a request for legal indemnification, in writing, to their manager within 24 hours of when they are first aware of a legal proceeding in which they may require legal representation.

IN WITNESS WHEREOF the parties hereto have signed this Agreement this ___ day of _____, _____.

For the Union

For the Company

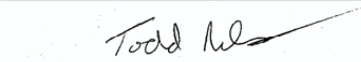


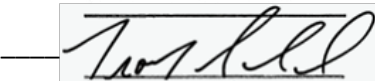














SCHEDULE "A" – Wage Scale

- (a) All members of the bargaining unit shall receive a lump sum payment of \$600 per member. Probationary employees will receive their lump sum bonus within 30 days following the completion of their probationary period.
- (b) Effective April 1, 2023, all wages in SCHEDULE "A" to Increase by 3.95%. Retroactive payments from April 1, 2023, to date of implementation shall be paid following ratification.
- (c) Effective April 1, 2024, all wages in SCHEDULE "A" to Increase by 2.05%.
- (d) Effective April 1, 2025, all wages in SCHEDULE "A" to Increase by 2.05%.

	Current Rate	April 1, 2023	April 1, 2024	April 1, 2025
Starting Rate	\$26.29	\$27.33	\$27.89	\$28.46
After One Year of Service	\$27.09	\$28.16	\$28.74	\$29.33
After Two Years of Service	\$28.46	\$29.58	\$30.19	\$30.81
After Three Years of Service	\$29.94	\$31.12	\$31.76	\$32.41
After Four Years of Service	\$31.45	\$32.69	\$33.36	\$34.05

- A.01 All employees shall be hired on an hourly basis and shall be compensated in accordance with Schedule "A".
- A.02 Employees who were "red circled" for the duration of the preceding collective agreement shall be red circled until such time that they may enter into the Wage Scale and experience an increase in hourly rate therefrom.
- A.03 Effective April 1, 2023, and April 1, 2024, and April 1, 2025, respectively, when an employee is red-circled, they shall receive a lump sum payment equivalent to the negotiated ATB percentage they would have received if they were situated at the appropriate step of the wage scale. The Company shall have 30 days from the date it is formally advised of ratification to make these payments to eligible employees.

SCHEDULE "B" - Travel Expenses and Allowances

Chaplains who are eligible for expenses in accordance with this Schedule "B" at (f) are compensated for mileage, meals, and lodging.

All travel plans including overnight accommodations must be submitted to the Regional Director for review and approval prior to the travel occurring. All travel must be planned in the most economical manner possible, keeping the number of trips and overnight stays to a minimum. Travel expenses, including mileage and meal allowance, shall be paid as follows:

(a) Meals-Overnight stays

An employee who travels at the direction or approval of the Company, and an overnight stay is required, will be allowed a per diem rate for meals of \$45 provided the reasons for such allowances are indicated on the expense voucher of the employee and such allowances are authorized and approved in advance by the employee's Supervisor. This allowance will apply for all days required for such trips, except the day of departure and the day of return. On the day of departure and the day of return, the employee will be allowed up to one-half of the daily overnight per diem for meals.

Effective April 1, 2024, the per diem rate for overnight stays will increase to \$50.

(b) Meals-Same day trips

An allowance of up to \$20 for meals may be paid to an employee who travels at the direction or approval of the Company and returns the same day; provided receipts are submitted covering the total allowable expenses.

Effective April 1, 2024, the per diem rate for same day trips will increase to \$22.50.

(c) Dietary Accommodations

Where food must be purchased and prepared by the employee due to religious and/or health dietary needs, the Company agrees to accept the submission of grocery receipts for reimbursement covering the total allowable expenses for same-day and return-day travel; provided that these receipts are itemized and reasonably reflect the ingredients required to prepare the employee's meals while traveling.

(d) Mileage

The mileage allowance for approved travel is reimbursed at the following rates:

AB - \$0.445/km
BC - \$0.495/km
MB - \$0.47 /km
NB - \$0.50/km
NS - \$0.50/km
ON - \$0.545/km
QC - \$0.50/km
SK - \$0.46/km

Mileage is determined by using the employee's residence as the point of departure.

Effective the date of ratification all mileage rates shall increase by \$0.01.

Effective April 1, 2024, all mileage rates shall increase by another \$0.01.

(e) Overnight Accommodations

Reimbursement for overnight accommodations must be supported by receipts bearing the date of stay and cost per day to be approved for reimbursement.

The Company will consider requests from Chaplains seeking religious or other disability accommodation for lodging with a kitchenette. Such requests shall not be unreasonably denied.

Employees requiring overnight accommodations, including Chaplains seeking religious or other disability accommodation, will utilize motels that have agreed to provide corporate rates for Company employees. The National Contract Manager will ensure updated lists of these providers are available for employees approved for travel.

In the absence of an approved motel provider, Chaplains, including those seeking religious or other disability accommodation, will make every effort to obtain motel accommodation lodging of \$130.00 per night or less. The parties agree that chaplains have a right to hotel accommodations that are safe, clean, and located within a reasonable distance from the work site.

Chaplains may choose to stay at the residence of family or friends. However, no reimbursement for overnight accommodations is provided where the Chaplain stays at the residence of a family member, friend, etc., instead of a motel.

(f) Eligibility for Expenses

The following bargaining unit employees are eligible for reimbursement of expenses:

- i. Full time employees who are required to work at more than one institution, but only when those Institutions are not located within a 25km radius of their "headquartered location." In such cases the employee will be paid mileage calculated in accordance with the distance which was travelled, or would have been travelled, using the "headquartered location" as the point of departure and return.

For the purposes of this clause, the "headquartered location" shall be defined as the institution which is closest to the Full Time employee's residence.

- ii. Part-time employees who are required to travel more than 100 km round trip in order to perform their duties.
- iii. The Company, at its discretion, and with the agreement of the Union, may provide expenses to an employee who would otherwise not be eligible, for purposes of attracting and retaining employees to work in positions which the Company is having difficulty in staffing.

The following bargaining unit employees are not eligible for reimbursement of expenses:

- i. Full time employees who are required to work at only one institution.
- ii. Full time employees who are required to work at more than one institution when those Institutions are located within a 25km radius of their "headquartered location" as defined in Schedule "B" (f) i.

Letter of Understanding Re: Article 9.07 Bilingual Proficiency in Quebec and New Brunswick

Bargaining-unit employees who were on payroll at the time of ratification, shall be entitled to at least four (4) weeks' notice before they lose a callup or their employment because they do not meet a specific language requirement identified by CSC. This notice is in addition to any entitlements to notice of termination or pay in lieu thereof, and severance pay, the employees may be entitled to pursuant to the Canada Labour Code in the event their employment is terminated because they do not meet a specific language requirement identified by CSC.