



national
union

analysis

Collective Bargaining
Analysis for
Correctional Officers
and Youth Facility Workers

February 2003

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STRUCTURE FOR BARGAINING

<p>Newfoundland & Labrador Association of Public & Private Employees</p>	<p>Probation officers belong to NAPE's General Service bargaining unit (largest unit of direct provincial government collective agreement employees). Correctional officers are known as "warders" and have their own bargaining unit and negotiate their own collective agreement. Just signed agreement - expires October 31, 2003</p>
<p>Nova Scotia Government & General Employees Union</p>	<p>Correctional Officers in the Province of Nova Scotia are located in nine different working locations. All these employees fall under one local - Local 480, with a provincial Board of Directors. Each area also consists of its own separate sub-local, i.e. Local 480(A) - Antigonish; Local 480(B) - Amherst; Local 480(C) - Cape Breton, etc. For the purpose of bargaining, members are elected from the Board of Directors (Provincial Body). Employees ratify contract province-wide. Collective agreement November 2000 to October 2003</p>
<p>PEI Union of Public Sector Employees</p>	<p>Members of the one bargaining unit covering all provincial government employees. They bargain under the one master agreement. Collective agreement April 2001 to March 2004</p>
<p>Ontario Public Service Employees Union</p>	<p>Probation Officers and Correctional Officers are members of OPSEU's Correctional Services Bargaining Unit and bargain wages and specific conditions of work pertaining to that component. All major working conditions, benefits and pensions are negotiated under a central agreement covering all Ontario Public Service workers. New agreement January 2002 to December 2004</p>
<p>Manitoba Government & General Employees' Union</p>	<p>Members of MGEU Corrections Component bargains (and vote on) specific conditions of work pertaining to classifications within that component. All major working conditions, benefits and salaries are negotiated under a master agreement covering all provincial government employees, and voted on by the membership of MGEU. Collective agreement March 2000 - March 2003.</p>
<p>Saskatchewan Government & General Employees' Union</p>	<p>Members of one bargaining unit covering all provincial government employees. They bargain under the one master agreement. Collective agreement March 2000 – March 2003</p>
<p>Alberta Union of Provincial Employees <i>(currently under sanctions – therefore no new data)</i></p>	<p>Members of AUPE's Correctional and Regulatory Services division which bargains specific conditions of work and salaries pertaining to classifications within that division. All major working conditions and benefits are negotiated under master agreement covering all provincial government employees. (Agreement expires August 31st, 2000. Wage reopener September 1st99)</p>

B.C. Government & Service Employees' Union

Members of the BCGEU's "Correctional Services" component which bargains specific conditions of work pertaining to classifications within that component. Component now includes Deputy Sheriffs. All major working conditions, benefits and salaries are negotiated under a master agreement covering all provincial government workers. Social, Educational and Health Services Comp. 6 Agreement covers Probation Officers, adult and youth, and Family Justice Counsellors. Collective Agreement April 2001 – March 2004.

Union of Northern Workers

UNW, a component of the Public Service Alliance of Canada, is the bargaining agent for correctional workers in the Northwest Territories. One master agreement with group specific appendices. **New Agreement April 2002 - March 2005**

Nunavut Employees Union

NEU, a component of the Public Service Alliance of Canada, is the bargaining agent for correctional workers in the new Territory of Nunavut. Collective agreement April 2000 to March 2003.

Yukon Employees Union

YEU, a component of the Public Service Alliance of Canada, is the bargaining agent for all employees employed by the Government of Yukon (which includes correctional workers). Collective agreement January 2000 to December 2002.

ANNUAL WAGE RATES

("Annual Wage Rates" should be considered in relation to "Hours of Work" - see separate section)

* indicates most populated classification

Newfoundland & Labrador Association of Public & Private Employees (new rates) (+ Article 25.02 – Service Pay in addition to rates, effective December each year)	New signed agreement (January 2003) - expires October 31, 2003 (via arbitration) (shift premium – 31 cents/hr where majority of hours worked are between the hours of 1600 & 0800 hours)					
	(rates based on 40 hours/week)	Nov/00	Nov/01	May/02	Nov/02	May/03
	Correctional Officer Recruit					
	(0-6 months inclusive)	12.96	13.28	13.61	13.95	14.30
	(7-12 months inclusive)	14.40	14.76	15.12	15.50	15.89
	Correctional Officer					
	(13-24 months inclusive)	16.89	17.31	17.74	18.18	18.64
	(25-37 months inclusive)	18.42	18.88	19.35	19.84	20.33
	*(37 months + inclusive)	20.94	21.46	22.00	22.55	23.11
	C O II & Sergeant & (new) Guard Room Officer* (*eff Dec 02)	22.35	22.91	23.48	24.07	24.67
	(rates based on 35 hours/week)					
	Classification Officer	25.05	25.68	26.32	26.98	27.65
	Prison Administration Clerk (3)	14.69-15.92	15.05-16.31	15.43-16.72	15.82-17.14	16.21-17.57
	Prison Stores Clerk (3)	15.99-17.41	16.39-17.85	16.80-18.29	17.22-18.75	17.65-19.22
	Prison Sentence Administrator & Prison Stores Supervisor (3)	19.27-23.56	19.75-24.15	20.24-24.75	20.75-25.37	21.27-26.36

**Nova Scotia Government &
General Employees Union**

(Contract November 2000 – October 2003)

Correctional Officer Classification:

November 2000 (5 steps)	\$15.61 - \$18.31
November 2001 (5 steps)	\$15.92 - \$18.67
November 2002 (5 steps)	\$16.08 - \$18.86

*Correctional Worker:

November 2000 (6 steps)	\$16.10 - \$19.74
November 2001 (6 steps)	\$16.42 - \$20.14
November 2002 (6 steps)	\$16.59 - \$20.34

(Annual salaries based on 2,080 hours)

**PEI Union of Public Sector
Employees**

(Contract April 2001 - March 2004)

Oct 01 – Mar 02

Correctional Officer 12 (full working level)	15.62 – 18.63
Probation Officer 18 (full working level)	20.96 – 26.19

Apr 02 - Mar 03

Correctional Officer 12	16.13 – 19.24
Probation Officer 18	21.64 – 27.04

Apr 03 - Mar 04

Correctional Officer 12	16.65 - 19.87
Probation Officer 18	22.34 – 27.92

(Apr 01 shift premium now \$1.25/hr paid to shift employee who works 24 hrs continuous between 6 pm and 8 am. Apr 02 \$1.50/hr; Apr 02 \$1.75/hr)
(Article 10.02 for more details)

**Ontario Public Service
Employees Union**

Contract January 1st, 2002- December 31st, 2004

** C.O.s - effective March 27, 1999, receive shift premium increase to \$1.00/hr; night shift premium increased to \$1.50/hr; (new) weekend premium \$8.00 / shift which applies to shifts from 3 pm Friday to 7 am Monday.

(new rates)

(based on 40 hrs/wk)

Jan 02 - Dec 02

Correctional Officer 1 (3 steps)	18.79	21.41
*Correctional Officer 2 (4 steps)	20.22	24.26
Correctional Officer 3 (4 steps)	23.10	25.45

Jan 03 - Dec 03

Correctional Officer 1 (3 steps)	19.25	21.93
*Correctional Officer 2 (4 steps)	20.72	24.85
Correctional Officer 3 (4 steps)	23.67	26.07

Jan 04 - Dec 04

Correctional Officer 1 (3 steps)	19.73	22.48
*Correctional Officer 2 (4 steps)	21.24	25.47
Correctional Officer 3 (4 steps)	24.26	26.72

Jan 02 - Dec 02

(based on 36.25 hrs/wk)

Probation Officer I (8 steps)	20.74	26.08
*Probation Officer 2 (6 steps)	26.42	31.51
(new) Probation Officer 3 (5 step)	26.99	30.67

Jan 03 - Dec 03

Probation Officer I (8 steps)	21.24	26.72
*Probation Officer 2 (6 steps)	27.07	32.28

Jan 04 - Dec 04

Probation Officer I (8 steps)	21.77	27.39
*Probation Officer 2 (6 steps)	27.74	33.09

Jan 02

(new) Youth Worker (3 steps)	19.54	22.32
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Manitoba Government & General Employees' Union		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
		07/00 - 03/01	10/01 - 03/02	10/02 - 03/03
	<u>Chief Correctional Officer:</u>			
Wages – Master raise in first year – March 2000 = 2.3%; as of July 2000 + 3%	CCO (6 steps)	20.60 - 24.61	21.70 - 25.94	22.87 - 27.34
	<u>Correctional Officer:</u>			
	*OC1 (6 steps)	14.98 - 18.64	15.78 - 19.64	16.62 - 20.69
	OC2 (6 steps)	16.59 - 19.54	17.48 - 20.59	18.42 - 21.69
Master raise in second year – March 2001 = 2.3%; as of October 2001 + 3%	OC3 (6 steps)	17.69 - 20.97	18.64 - 22.09	19.64 - 23.28
	OC4 (6 steps)	19.23 - 22.94	20.26 - 24.17	21.35 - 25.47
	<u>Corr. Services Officer:</u>			
	RF1 (6 steps)	17.69 - 20.97	18.64 - 22.09	19.64 - 23.28
Master raise in third year – March 2002 = 2.3%; as of October 2002 + 3%	RF2 (6 steps)	18.56 - 22.09	19.56 - 23.28	20.61 - 24.53
	<u>Corr. Trades Instructor:</u>			
	TI1 (6 steps)	16.59 - 19.54	17.48 - 20.59	18.42 - 21.69
	TI2 (6 steps)	17.69 - 20.97	18.64 - 22.09	19.64 - 23.28
	TI3 (6 steps)	19.23 - 22.94	20.26 - 24.17	21.35 - 25.47
	<u>Juvenile Counsellor:</u>			
	*JC1/JC2/JC3 (same as OC1/OC2/OC3)	14.98 - 18.64	15.78 - 19.64	16.62 - 20.69
	JC4	19.54 - 23.29	20.59 - 24.54	21.69 - 25.85
	<u>Probation Officer:</u>			
Probation Officers have separate table	HS1 (6 steps)	15.77 - 18.68	16.13 - 19.11	16.50 - 19.55
Year 1 – 03/00-03/01	HS2 (6 steps)	16.84 - 20.03	17.23 - 20.49	17.63 - 20.96
Year 2 – 03/01-03/02	*HS3 (8 steps)	18.03 - 23.22	18.44 - 23.75	18.86 - 24.30
Year 3 – 03/02-03/03	HS4 (10 steps)	19.03 - 26.41	19.47 - 27.02	19.92 - 27.64
	HS5 (9 steps)	21.16 - 28.71	21.65 - 29.37	22.15 - 30.05
	HS6 (6 steps)	25.91 - 31.55	26.51 - 32.28	27.12 - 33.02
	HS7 (6 steps)	27.99 - 34.30	28.63 - 35.09	29.29 - 35.90

**Saskatchewan Government
& General Employees' Union**

Contract October 1, 2000 - September 30, 2003

Also effective October 1st, 2002 - shift differential increases from \$1.00 to \$1.25/hour.

	<u>October 1, 2000</u>	<u>October 1, 2001</u>	<u>October 1, 2002</u>
Corrections Workers 1 or Youth Facility Workers			
Level 8	18.94 - 23.05	19.41 - 23.63	19.90 - 24.22
Level 9	20.84 - 25.35	21.36 - 25.98	21.89 - 26.63
Level 10	22.93 - 27.89	23.50 - 28.59	24.09 - 29.30
Level 11	25.21 - 30.68	25.85 - 31.45	26.49 - 32.23

**Alberta Union of Provincial
Employees**

(no new data)

<u>Classification</u>	<u>Wage Step 1</u>	<u>Wage Step 6</u>	<u>(7 Years) Long Service Increment</u>
CO 1 (38.75 hr/wk)	13.70	15.93	16.59
*CO 2 (38.75 hr/wk)	15.06	17.67	18.47
CO 3 (38.75 hr/wk)	16.26	19.32	20.16
CSW 1 (36.25 hr/wk)	15.40	20.45	21.31
*CSW 2 (36.25 hr/wk)	17.98	22.23	23.23
CSW 3 (36.25 hr/wk)	19.58	24.24	25.30

(CSW = Probation Officer)

(Wage reopener Sep 99)

B.C. Government & Service Employees' Union	Classification Title – 12 th Master	Classification Title – 13 th Master	Grid Range 1-Apr-01	Grid Range 31-Mar-02	Grid Range 30-Mar-03
*A COLA of 1% for each 1% rise in the CPI is payable on March 30, 2003 based on the previous year's CPI.	Correctional Service (SO)	Correctional Service (Growth to CO)	17.95-21.65 (3 dif grids)	18.40-22.19	*grid 11/12/13
	Correctional Service (CO)	Correctional Services (CO)	20.16-22.97	20.66-23.54	*grid 15
	Correctional Service (PO)	Correctional Services (PO)	22.01-25.12	22.56-25.75	*grid 18
	Correctional Service (SCO1)	Correctional Services (SCO1)	24.06-27.53	24.66-28.22	*grid 21
	Correctional Service (SCO2)	Correctional Services (SCO2)	26.35-30.19	27.01-30.94	*grid 24
	Correctional Service (SCO3)	Correctional Services (SCO3)	28.89-33.13	29.61-33.96	*grid 27
	Deputy Sheriff 1 & 2	Deputy Sheriff 1 & 2	19.58-22.30	20.07-22.85	grid 14
	Deputy Sheriff 3 & 4	Deputy Sheriff 3 & 4	22.01-25.12	22.56-25.75	grid 18
	Deputy Sheriff 5	Deputy Sheriff 5	24.06-27.53	24.66-28.22	grid 21
	Deputy Sheriff 6	Deputy Sheriff N24	26.35-30.19	27.01-30.94	grid 24
	Deputy Sheriff 7	Deputy Sheriff N27	28.89-33.13	29.61-33.96	grid 27
	Social Program Off. 1	S.P.O. 1	19.58-22.29	20.06-22.85	grid 14
	Social Program Off. 2	S.P.O. 2	21.37-24.37	21.90-24.98	grid 18
	Social Program Off. 3	S.P.O. 3	22.01-25.11	22.56-25.74	grid 18
	Line Probation Off. 4	S.P.O. 4	25.55-29.27	27.00-30.94	grid 24
	Social Program Off. 5	S.P.O. 5	27.17-31.14	27.84-31.92	grid 26
	Social Program Off. 6	S.P.O. 6	29.79-34.17	30.54-35.03	grid 28
Social Program Off. 7	S.P.O. 7	31.69-36.37	32.48-37.28	grid 30	

ANNUAL WAGE RATES

		April 1, 2002	April 1, 2003	April 1, 2004
Union of Northern Workers (new rates)	C O I (6 steps)	27.00 - 30.62	27.82 - 31.55	28.65 - 32.49
	C O II (6 steps)	29.22 - 33.13	30.10 - 34.12	30.98 - 35.15
(shift premium \$1.50/hr between 4 pm & 12:00 midnight; \$1.75/hr between 12:00 midnight & 8 am.)				

		April 1, 2000	April 1, 2001	April 1, 2002
Nunavut Employees Union	C O I	22.62 - 25.64	23.24 - 26.35	23.87 - 27.07
	C O II	27.50 - 31.20	28.26 - 32.06	29.04 - 32.94
(shift premium \$1.20 between 4 pm and 12:00 midnight; \$1.35 between 12:00 midnight and 8 am)				

		January 1, 2001	January 1, 2002
Yukon Employees Union	C O	20.67 - 23.80	21.29 - 24.52
	Senior C O	24.96 - 28.81	25.71 - 29.68

HOURS OF WORK

Newfoundland & Labrador Association of Public & Private Employees	40 hours of work per week for Correctional Officers (no flexible hours). 35 hours per week for all other classifications (plus provision exists for flexible hours of work)
Nova Scotia Government & General Employees Union	Correctional Officers: 12 hour shifts, 7 to 7, on a 4 day on/4 day off cycle. Normal span is 40 hours per week. Probation Officers: 35 hours per week. Provision exists for flexible hours of work, and compressed workweek. (P.O.s not under this agreement)
PEI Union of Public Sector Employees	37-1/2 hours per week
Ontario Public Service Employees Union	40 hours per week for correctional officers and 36-1/4 hours per week for probation officers. Compressive work week options are available for C.O.s and P.O.s - and P.O.s have the further option of a flexible work week.
Manitoba Government & General Employees' Union	40 hours per week. Provision exists for flexible hours of work. (10-12 hour shift schedules, etc.)
Saskatchewan Government & General Employees' Union	37-1/3 hour work week - regulated
Alberta Union of Provincial Employees (no new data)	CSW series: 36-1/4 hours per week. COs: 38-3/4 hours per week
B.C. Government & Service Employees' Union	Corrections: 35 hours per week. Sheriffs: 35 hours per week. Probation Officers: 35 hours per week. Shift patterns/scheduling of hours provided for in component agreement. Provision exists for flexible hours of work in the Master Agreement.

Union of Northern Workers

Hours of duty shall be scheduled so that the employees work a shift rotation based on 7 regular days "on", 3 regular days "off" - and 7 regular days "on", 4 regular days "off". The weekly scheduled hours of work of Corrections Security Shift Workers shall be 37.5.

Nunavut Employees Union

Hours of duty for Corrections Officers I and II shall be scheduled so that the employees work a shift rotation based on 7 regular days "on", 3 regular days "off" and 7 regular days "on, 4 regular days "off". The weekly scheduled hours of work of Corrections Officers shall be 37.5 hours.

Yukon Employees Union

Hours of work for regular full-time and seasonal full-time Corrections Officers and Senior Corrections Officers shall be scheduled so that:

- (a) In every 21 day period, employees work 7 consecutive days followed by 3 consecutive days of rest, followed by 7 consecutive days of work followed by 4 consecutive days of rest.
- (b) On a daily basis, employees work 8 hours inclusive of a paid meal period of 1/2 hour.

CALL BACK PAY

Newfoundland & Labrador Association of Public & Private Employees	Three (3) hours at the applicable overtime rate, plus mileage rate to a maximum of ten dollars.
Nova Scotia Government & General Employees Union	Probation Officers: A minimum of 4 hours at regular pay. Correctional Officers: Paid minimum of 4 hours at 1.5 regular rate. All employees called back during vacation shall receive three days leave or three days pay at the option of the employee, for each day or portion of a day of vacation lost.
PEI Union of Public Sector Employees	Overtime rate for the time worked or a minimum of 3 hours at the regular pay. Employees who are called back are eligible for a travel allowance of \$6.00 or motor vehicle allowance, whichever is greater.
Ontario Public Service Employees Union	A minimum of 4 hours at one and a half times regular pay.
Manitoba Government & General Employees' Union	A minimum of 3 hours at double the overtime rate.
Saskatchewan Government & General Employees' Union	A minimum of 2 hours at the overtime rate. <i>(clarification)</i> This article does not apply to a Field employee unless the call back is for overtime, which occurs only if the employee has worked more than 12 hours in a day.
Alberta Union of Provincial Employees (no new data)	Employees shall be paid overtime rates for hours worked when called back, including for a period in excess of 2 hours, including time spent travelling to and from work. Call back pay on a paid holiday shall be time and a half of regular pay for all hours worked up to a normal working day and double time for additional hours worked thereafter.
B.C. Government & Service Employees' Union	Corrections: A minimum of 3 hours at the overtime rate. If the call back time exceeds 3 hours and immediately precedes a regular work day, the employee only works the regular work hours minus the call back time exceeding 3 hours without a shortfall in pay for the regular hours of work not worked. Sheriffs: Same as Corrections.

Union of Northern Workers

When an employee is recalled to a place of work for a specific duty, he/she shall be paid the greater of:

- compensation at the appropriate overtime rate; or
- compensation equivalent to four hours pay at the straight-time rate.

Nunavut Employees Union

When an employee is called back to work and returns to work, he/she shall be entitled, on each occasion, to the greater of:

- compensation at the applicable overtime rate for any time worked, plus in addition to any overtime compensation, two hours pay at straight time; or
- compensation equivalent to four hours pay at the straight time rate.

Yukon Employees Union

When an employee is called back to work and returns to work, he/she shall be entitled, on each occasion, to the greater of:

- compensation at the applicable overtime rate for any time worked, plus in addition to any overtime compensation, two hours pay at straight time; or
- compensation equivalent to four hours pay at the straight time rate.

OVERTIME

<p>Newfoundland & Labrador Association of Public & Private Employees</p>	<p>Time and one-half (1-1/2) for Monday through Saturday, with exception of your second day of rest which is double (2) time. Double time for all Sunday (or equivalent) work. (new) Where an employee is forced to work 24 hours straight, they shall receive double time for all time worked. In addition, they will not lose any time off for not working their next scheduled shift within the next 24 hours after the 24 hour overtime shift.</p>
<p>Nova Scotia Government & General Employees Union</p>	<p>In addition to the 2,080 hours built into the schedules, Correctional Officers who indicate willingness to work will be required a mandatory 104 hours additional at the straight time rate. All hours in excess of the above will be paid at 1.5 times the regular hourly rate. (*Grandfathering provisions exist - see contract for further details.)</p>
<p>PEI Union of Public Sector Employees</p>	<p>Employees shall be compensated at time and one-half for all overtime hours worked except that compensations shall be at double time for that portion of overtime that exceeds 7-1/2 hours of contiguous overtime. Compensation is in the form of payment except when the employee requests time in lieu.</p>
<p>Ontario Public Service Employees Union</p>	<p>The overtime rate shall be 1-1/2 times the basic hourly rate. Correctional officers will be paid at the overtime rate within two months of the pay period within which the overtime was actually worked, or, where there is mutual agreement, correctional officers shall receive equivalent time off. Probation officers on schedule 6 shall receive equivalent time off when required to work on a day off. P.O.s receive 5 days off with pay each calendar year in lieu of overtime.</p>
<p>Manitoba Government & General Employees' Union</p>	<p>Employees, full-time or part-time, shall receive overtime at the rate of time and one-half (1-1/2X) for all time worked beyond a regularly posted shift (8, 10, 12, etc). Employees who work 8 hr days = 40 hr workweeks, receive O/T after 40 hrs at the same rate. Employees who work on a day of rest shall be compensated at double time (2X) for all time worked on that day. Part-time employees who work 12 hr shifts receive O/T at the 2X rate for all time worked after 84 hrs in that pay period. Time worked between 80 – 84 hrs will be compensated at straight time and may be banked by the part-time employee at their option.</p>
<p>Saskatchewan Government & General Employees' Union</p>	<p>Overtime is paid at 1-1/2 times after completion of scheduled shifts. Overtime can be banked and taken as time off.</p>

Alberta Union of Provincial Employees (no new data)	Employees shall receive a minimum of one half hour of overtime if the extra time exceeds 15 minutes more than regular time. Employees shall receive time and a half for all time worked in excess of regular time for the first 2 hours and time worked on a day of rest during normal working hours. Employees shall receive double time for all hours worked in excess of 2 hours and on the 2 nd day of rest and thereafter. Employees may take time off in lieu of overtime at the same overtime rate, within 12 months from when overtime was worked.
B.C. Government & Service Employees' Union	All overtime must be authorized in advance by the employer, except for emergency situations. Employees shall receive time and a half for all time worked in excess of regular time for the first 2 hours. Employees shall receive double time for all hours worked in excess of 2 hours and for hours worked on days of rest. Employees shall be paid double time for all hours worked on holidays that fall on regular days off, except Christmas and New Year's Day, when overtime shall be at a rate of double time and a half. Employees also receive another day off with pay in lieu of the missed holiday. Employees shall receive a meal or a meal allowance and a half hour paid meal break for 2-1/2 hours overtime after normal working day. Where there is mutual agreement employees may take time off in lieu of overtime at the same overtime rate. Overtime that is banked and not taken by March 31 st , is paid out. <i>(no change)</i>
Union of Northern Workers	An employee who is required to work overtime shall be entitled to a minimum of one hour's pay at 1-1/2 X for all hours; double rate after the first four consecutive hours of overtime, and double rate for all hours worked on the second or subsequent day of rest, provided the days of rest are consecutive.
Nunavut Employees Union	All employer-authorized overtime is compensated for each completed 15 minutes of overtime to a minimum payment of one hour at the overtime rate (1-1/2 X). Double rate after the first four consecutive hours of overtime, and double rate for all hours worked on the second or subsequent day of rest, provided the days of rest are consecutive.
Yukon Employees Union	All employer authorized overtime is compensation for each completed 15 minutes of overtime at a rate of 1-1/2 X for the first 4 hours and double rate thereafter.

JOB SECURITY

Newfoundland & Labrador Association of Public & Private Employees	Article 29 - Where the qualifications of an employee are sufficient, both parties recognize that job security shall increase in proportion to the length of service, therefore in the event of layoff the following provision shall apply. Employees who have the least seniority shall be the first employees laid off. When the employer determines that a recall is necessary, the employee with the greatest seniority shall be the first recalled.
Nova Scotia Government & General Employees Union	Article 42(1) - An employee(s) may be laid off because of technological change, shortage of work or funds, or because of the discontinuance of a function or the reorganization of a function. Where an employee's position is relocated, he/she shall be offered the position in the new location. The employee may decline an offer pursuant to this section, in which case the provisions of Article 42(8) shall apply. Where an employee's position becomes redundant the provisions of Article 42(8) shall apply. Article 42(3) - In cases where qualifications, where applicable, as determined by the Employer, are equal according to objective tests or standards reflecting the functions of the job concerned, employees shall be laid off in reverse order of seniority.
PEI Union of Public Sector Employees	Layoff and Recall is Article 36. However, effective until March 31, 2004, Memorandum of Understanding #3 - Employment Stability - states: "The Employer agrees that work or services presently performed or hereafter assigned to the bargaining unit shall not be subcontracted in whole or in part in such a manner that results in the layoff of permanent employees. The Employer agrees that work or services presently performed or hereafter assigned to the bargaining unit shall not be sold, leased or transferred in such a manner that results in the layoff of permanent employees. For the purpose of this memorandum, if an employee receives a reasonable job offer from the contractor and accepts, the termination of employment shall not be considered a layoff under this memorandum. If an employee refuses a reasonable job offer from the contractor, the employee shall proceed through the layoff procedure as outlined in the collective agreement, and such layoff shall not be considered a violation of this memorandum. The parties agree that the salary and benefits of an employee will be maintained until such time as the parties agree on the reasonableness of the job offer. In the event the parties cannot agree, the issue shall be referred to expedited adjudication for a final and binding settlement."

<p>Ontario Public Service Employees Union</p>	<p>Article 20 - states that layoff or recall shall be in accordance with seniority. The contract provides for up to six months of pay in lieu of notice, also separation allowances if you resign within the first month of notice or later. There is a Voluntary Exit option that allows someone to offer in writing to be declared surplus. Employees who do not take pay in lieu, separation allowance or who do not displace will be provided career transition support, which may include skills assessment, counselling and job search skills.</p> <p>Also Appendix 9 & 18 require that "reasonable efforts" to offer positions with the new employer must occur when there is a disposition or transfer of bargaining unit work to the private or broader public service. For members whose jobs are transferred to the private sector by an RFP (Request for Proposal), there is the option to agree to be included in the RFP or decline the opportunity and accept enhanced severance entitlements under Appendix 9. In the event that a member wishes to remain in the RFP job offers must contain the following:</p> <ul style="list-style-type: none"> ➤ Minimum 85 per cent of weekly salary, service and seniority for the purpose of vacations, benefits (excluding pension), lay-off, job competition, severance and termination payments to the extent that they are provided in the employer's workplace ➤ Should the job offer not meet the above criteria, an employee may elect not to accept the job and will still receive their enhanced severance entitlements under Appendix 9. ➤ For those employees affected by negotiated transfers, similar terms and conditions will apply as above.
<p>Manitoba Government & General Employees' Union</p>	<p>Layoffs are done by seniority within 3 subgroups in ascending subgroup order - provided the qualifications of the employees are relatively equal. This section is subject to the requirement that the employees who are retained must have the qualifications and ability to perform the duties which the remaining employees will be required to perform. Term employees with less than two years of continuous service shall be considered for layoff prior to the layoff of employees in the 3 aforementioned subgroups.</p>
<p>Saskatchewan Government & General Employees' Union</p>	<p><i>(renewed on annual basis)</i> SGEU has secured an agreement with the government stating "where permanent full-time and labour service positions are abolished, affected permanent full-time and labour service employees will be offered either an option of early retirement, where applicable (Dept of Justice, Lands Branch) and if eligible, or an alternative employment option." Such options will be identified within the PSC/SGEU collective agreement. Employees who choose not to accept the alternative offered will risk lay-off. Affected employees will always have the option to resign and receive severance in accordance with the collective agreement.</p>

<p>Alberta Union of Provincial Employees (no new data)</p>	<p>Article 12 states that layoffs shall be done in reverse order of seniority, providing those retained are qualified and able to perform the work remaining to be done. An employee may be recalled only to the position from which the employee was laid-off - based again on seniority.</p> <p>Article 15 (position abolishment) - contains provisions for competition, bumping, and/or separation payments due to the restructuring. Separation pay = 14 weeks pay at regular pay rate for first year of continuous employment - on a progressive scale to 43 weeks pay at regular pay rate for 13 + full years of continuous employment.</p> <p>(**Of note is the case won by the C.O.s at Grand Cache whereby they won separation pay in addition to ongoing employment [in federal sector]).</p>
<p>B.C. Government & Service Employees' Union</p>	<p>The Employer agrees not to exercise its right to cause a layoff that results in the cessation of employment for a regular employee except as provided in this Article 13 (Layoff and Recall)</p> <p>Article 13 states that the parties recognize that workforce adjustment will be necessary due to the elimination of positions resulting from a reduction in the amount of work required to be done by the Employer, reorganization, program termination or closure which impacts a number of employees. The Article goes on to explain the process for consultation and placement.</p> <p>Article 13.5 provides for a joint committee.</p> <p>A one-million dollar retraining fund topped up continuously is available for retraining members facing lay-off to move into other classifications.</p>

<p>Union of Northern Workers</p>	<p>Article 33: Where the duties of a position held by an employee are no longer required to be performed, the Employer may lay-off the employee. Where two employees of equal merit face being laid off, length of service will be the deciding factor. In order to minimize the adverse effect of lay-off, the Employer will provide retraining where practical.</p> <p>Each employee, before being terminated:</p> <ul style="list-style-type: none"> ➤ shall be given three months lay-off notice in writing of the effective date of his/her lay-off ➤ reasonable leave with pay for interviews by prospective employer ➤ the Employer shall make every attempt to provide a reasonable job offer ➤ employees refusing a reasonable job offer by the Employer are no longer considered laid-off and will receive severance
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- employees who accept a lower level position shall continue for a period of one year to receive the salary and negotiated pay increases she/he was receiving or would receive had she/he not been served with lay-off notice or laid off.

Nunavut Employees Union

Article 41: The Employer will give all reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because work is contracted out.

Article 35: Where the duties of a position held by an employee are no longer required to be performed, the Employer may lay-off the employee. (seniority is deciding factor) (3 months lay-off notice in writing)

Yukon Employees Union

Article 7: During the life of this Agreement, the Employer will make every reasonable effort to provide continued employment for regular indeterminate employees. Should a re-organization occur, every reasonable effort will be made to provide alternate employment opportunities at the affected regular employees' equivalent classification level within the same geographic region. The Employer will also provide retraining as an alternative to lay-off when a vacancy exists and the regular employee can demonstrate an aptitude to meet the new job requirements within a reasonable period of time.

The Employer further agrees that during the life of this Agreement regular indeterminate and seasonal employees will not be laid off, or have their hours reduced, as a result of the Employer contracting out work.

Article 21: Where a regular employee is laid off pursuant to provisions of the Public Service Act, he/she shall be given 3 months notice in writing of the effective day of his/her lay-off or 3 months salary and benefits in lieu thereof.

SEVERANCE PAY

Newfoundland & Labrador Association of Public & Private Employees	<p>Article 43: 01: An employee who has nine or more years continuous service in the employ of the employer, is entitled to be paid on resignation, retirement, termination by reason of disability, expiry of recall rights, or in the event of death to the employee's estate, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his weekly salary to a maximum of twenty weeks pay.</p> <p>04: The maximum severance pay which an employee shall be paid for his total period of employment in the public service shall not exceed the number of weeks as specified in Clause 43.01.</p>
Nova Scotia Government & General Employees Union	<p>Article 21 – Public Service Award – A full-time employee who is retired because of age, or mental or physical incapacity shall be granted a Public Service Award equal to one week's pay for each year of full-time service to a maximum of 26 years. The amount will include a prorated payment for a partial year of service.</p> <p>Article 42 - Section 12 - states that at the end of the (<i>new</i>) 18 month period referred to in Section 11, or at any earlier time, an employee in receipt of a notice of layoff wishes to terminate employment and waive recall rights, the employee shall be granted severance pay as follows:</p> <ul style="list-style-type: none">➤ one-half month's pay if employed for three years but less than ten years;➤ one month's pay if employed for ten years but less than fifteen years;➤ two months' pay if employed for fifteen years but less than twenty years;➤ three months' pay if employed for twenty years but less than twenty-five years;➤ four months' pay if employed for twenty-five years but less than thirty years;➤ five months' pay if employed for thirty or more years. <p>The amount of severance pay provided herein shall be calculated by the formula:</p> $\text{bi-weekly rate} \times 26/12 = \text{one month.}$ <p>The entitlement of an employee to severance pay shall be based on an employee's total period of active employment with the Employer. For greater clarity, it does not include periods of leave without pay lasting in excess of one month, suspensions of greater than one month, or time spent in receipt of LTD benefits. An employee's total period of active employment includes full-time continuous employment in Adult Corrections with a Municipal Employer immediately prior to April 1, 1986, for those employees who transferred from a municipal jurisdiction to provincial government jurisdiction on April 1, 1986.</p>

<p>PEI Union of Public Sector Employees</p>	<p>Article 18:03 – The severance pay or retiring pay entitlement is an amount equal to one week's pay for each year of service calculated as follows: <i>Total Paid Hours During Service x Hourly Rate x 37.5 or 40 hours ÷ 1950 Hours</i> (at the hourly rate in effect for the employee's classification title and step at the time of severance) The computation of total paid hours during service shall not include overtime hours. Retiring pay shall not exceed twenty-six (26) weeks pay.</p>
<p>Ontario Public Service Employees Union</p>	<p>Article 20.3 - Separation Allowance - Where an employee resigns and his or her resignation takes effect within one month after receiving surplus notice, he or she shall be entitled to a separation allowance of two weeks' salary for each year of continuous service to a maximum of twelve week's pay. On production of receipts from an approved educational program within twelve months of resignation, the employee may be reimbursed for tuition fees up to a maximum of \$3,000. If an employee resigns later than one month after receiving surplus notice - the separation allowance is four weeks' salary plus tuition maximum of \$1,250.</p> <p>Article 53 - Basically provides one week of salary for each year of continuous service to a maximum of one-half of the annual salary (including attendance credits) of the employee at the date when he or she ceases to be an employee.</p> <p>Appendix 9 - provides for an additional week of pay per year of service for those laid-off or resigned and taking pay in lieu of notice, or Article 20.3, whichever is greater. Retirees are not eligible.</p>
<p>Manitoba Government & General Employees' Union</p>	<p>Article 25:01 - Employees with nine or more years of continuous employment whose services are terminated as a result of retirement in accordance with the provisions of the Civil Service Superannuation Act, or death, shall be paid, or to the employee's estate in the event of death, severance pay in the amount of one week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay. Example: 10 years, 8 complete months of continuous service equal 10-8/12 years of continuous service for purposes of calculation. (See also 25.03 re additional severance for years of service)</p> <p>Article 25:06 - Employees with <u>one</u> or more years of continuous employment whose services are terminated as a result of permanent lay-off shall be paid severance pay in the amount of one week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-<u>six</u> weeks' pay.</p>

Saskatchewan Government & General Employees' Union	Article 15.14 - An employee whose job has been abolished or who has been informed, in writing, that his job has been abolished, and who elects to resign or retire on immediate pension shall be entitled to severance pay on the basis of one week's pay for each year of service, or portion thereof, commencing with the second year. Notwithstanding the foregoing, in the case of an employee who has completed five or more years of continuous service, such severance pay shall be on the basis of one week's pay for each year of service or portion thereof, commencing with the first year.
Alberta Union of Provincial Employees (no new data)	Article 15.13: At the end of the vesting period, an employee who was released from the Public Service pursuant to this Article and who is no longer employed in the Public Service in any capacity may be eligible for severance pay in the amount of one and one-half weeks' pay for each full year of continuous employment to a maximum of twenty-five weeks' pay. Employees who at the end of the vesting period are still employed in the Public Service in some capacity other than a permanent position, shall be eligible for the severance provisions set out in this Clause when such non-permanent employment terminates. Severance pay will not be paid to an employee who was dismissed, resigned, retired, or who refused an alternate position at no loss in salary.
B.C. Government & Service Employees' Union	Article 13.3(f) - states that employees with less than 3 years service would receive <u>two</u> week's pay for each year of service. Article 13.4(i) - For employees with more than three years, they would receive three week's current salary for each year of service to a maximum of twelve months current salary. (Unless voluntary resignation - whereby the employee would receive <u>twelve</u> months maximum severance at current salary.)
Union of Northern Workers	On layoff: The lay-off shall receive two weeks pay per year for the first ten complete years of continuous employment, and three weeks pay for each succeeding complete year of continuous employment (to a maximum of 65 weeks of pay). The Employer may waive the requirement to work the three month notice period or portion thereof and provide 13 weeks pay, or appropriate portion thereof in lieu (under certain provisions). Severance Priority - The lay-off shall receive severance pay of two weeks pay for the first complete year of continuous employment, two weeks pay for the second complete year of continuous employment and one week of pay for each succeeding complete year of continuous employment. The total amount of severance pay which may be paid under this sub-clause shall not exceed 28 weeks of pay. (Other provisions are contained in this clause regarding priority staffing, retraining, and education assistance.)

Voluntary Separation - In the case of an employee terminated under Voluntary Separation, the employee is eligible to severance as follows: 1 year = 15 weeks of regular rate of pay; 2 years = 16; 3-4 = 17; 5-6 = 18; 7-8 = 19; 9-10 = 22; 11-12 = 25; 13-14 = 28; 15+ = 30.

Nunavut Employees Union

On layoff: The lay-off shall receive two weeks pay per year for the first ten complete years of continuous employment, and three weeks pay for each succeeding complete year of continuous employment (to a maximum of 65 weeks of pay). The Employer may waive the requirement to work the three month notice period or portion thereof and provide 13 weeks pay, or appropriate portion thereof in lieu (under certain provisions).

Severance Priority - The lay-off shall receive severance pay of two weeks pay for the first complete year of continuous employment, two weeks pay for the second complete year of continuous employment and one week of pay for each succeeding complete year of continuous employment. The total amount of severance pay which may be paid under this sub-clause shall not exceed 28 weeks of pay. (Other provisions are contained in this clause regarding priority staffing, retraining, and education assistance.)

Voluntary Separation - In the case of an employee terminated under Voluntary Separation, the employee is eligible to severance as follows: 1 year = 15 weeks of regular rate of pay; 2 years = 16; 3-4 = 17; 5-6 = 18; 7-8 = 19; 9-10 = 22; 11-12 = 25; 13-14 = 28; 15+ = 30.

Yukon Employees Union

On layoff: A regular employee who is laid off for the first time, shall receive two weeks pay for the first and one weeks pay for each succeeding complete year of employment, but the total amount of severance pay shall not exceed 30 weeks pay.

A regular employee who is laid off for a second or subsequent time, shall receive one weeks pay for each completed year of continuous employment, less any period in respect of which he/she was granted severance pay, but the total amount of severance pay shall not exceed 29 weeks pay.

In no case shall the total amount of severance pay exceed 30 weeks pay, regardless of the number of times a regular employee is laid off.

On resignation: A regular employee who has 5 or more years of continuous employment is entitled to severance pay equal to the amount obtained by multiplying 1/2 of his/her weekly rate of pay on resignation by the number of completed years of his/her continuous employment to a maximum of 28 weeks, less any period in respect of which he/she was granted severance pay.

PENSIONS

Newfoundland & Labrador Association of Public & Private Employees	Uniform Services Pension Plan - provides for 60 years of age or 25 years service (at employee's option).
Nova Scotia Government & General Employees Union	The Nova Scotia Superannuation Plan provides for 70% of salary at age 65. The Plan is well funded and employees have received refunds for past two years. LOU – Employer to explore option of early retirement subject to the rule of 75 formula. Review and response to union within one year of signing of agreement.
PEI Union of Public Sector Employees	Civil Service Superannuation Act provides for unreduced pensions at age 60 with 5 years service for the CSS Act. Also, unreduced pension if age 55 or over and minimum of 30 years pensionable service. Employees may retire between age 55 and 60 with a pension reduced by 0.25% for each month retirement precedes age 60 (maximum reduction of 15% at age 55).
Ontario Public Service Employees Union	OPSEU Pension Trust (joint trustee plan) As of this date: full pension at 90 points (age and seniority). 80 points until March 31 st , 2005, or 60/20.
Manitoba Government & General Employees' Union	Correctional Officers may early retire as soon as age 50 providing their age and pensionable service add up to 75. (<i>pension is joint trusteeship</i>)
Saskatchewan Government & General Employees' Union	Effective April 2, 2002 – pension contribution rate increase of .5% Effective October 1, 2002 – pension contribution rate increase of .1%
Alberta Union of Provincial Employees (no new data)	Members come under the Public Service Pension Plan. Years of service and age factor is 85. No contract language as members are included in the Public Sector Employee Relations Act which states that there is no arbitration relative to pensions.
B.C. Government & Service Employees' Union	The age and service rule is <u>80</u> . Compulsory retirement for Correctional Officers at 60 years of age. Letter of Agreement re Early Retirement Incentive Program: A voluntary election of pension under the rule of 80 – the program is available to employees in section 1 appointed under the Public Service Act aged 55 years and older (50 for Corrections staff) or public service employees with enough banked time to go on pre-retirement leave and reach age 55 (50 for Corrections staff). The pension plan is now a joint trustee plan with the BCGEU and the provincial government. Significant benefit improvements as well as control of the surplus are some of the benefits of joint trusteeship.

Union of Northern Workers The Public Service Superannuation Plan

Nunavut Employees Union The Public Service Superannuation Plan

Yukon Employees Union The Public Service Superannuation Plan

SAFETY

Newfoundland & Labrador Association of Public & Private Employees	Newfoundland Health & Safety Act contains provision for right to refuse unsafe work.
Nova Scotia Government & General Employees Union	Nova Scotia Health & Safety Act contains provision for right to refuse unsafe work. No disciplinary action is taken if C.O. exercises this right. The Department of Labour does an investigation to determine safety level, etc.
PEI Union of Public Sector Employees	The employer shall make all necessary provisions for the occupational safety and health of employees.
Ontario Public Service Employees Union	Article 9: The employer shall continue to make reasonable provisions for the safety and health of its employees. Both union and employer shall cooperate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees. The employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees. The purchase of safety shoes or boots for on-the-job protection of the purchaser shall be subsidized as per the applicable practice in each ministry. The current practices relating to the supply and maintenance of apparel for employees shall continue during the term of this agreement, subject to any changes which may be entered into between the parties at the local or ministry level. OPSEU Correctional workers have a limited right to refuse unsafe work.
Manitoba Government & General Employees' Union	No specific provision. Workplace Health & Safety Act is the guide for all workplace safety committees.
Saskatchewan Government & General Employees' Union	The Saskatchewan Occupational Health and Safety Act applies to all employees in Saskatchewan.

Alberta Union of Provincial Employees (no new data)	<p>In Alberta, employees have won the right to refuse unsafe work, and in fact have the obligation to refuse unsafe work.</p> <p>Sub-agreement 003 (Corrections), Article 6, provides for protective clothing and safety equipment. Master agreement Article 43 (safety & health) provides for the right to a safe work environment.</p>
B.C. Government & Service Employees' Union	<p>In British Columbia, employees have the right to refuse unsafe work, and such conditions are also contained in their WCB regulations. (Article 22.4)</p> <p>Article 22.13 provides for proper training for workplaces which have the potential for violence.</p>
Union of Northern Workers	<p>Article 40.01: All standards established under the Safety Act and Regulations thereunder shall constitute minimum acceptable practice. The employer shall continue to make all reasonable provisions for the occupational safety and health of employees. Such reasonable provisions shall include the provision of personal protection devices, such as alarms or other items which could enhance the safety of employees who are routinely required to work in potentially dangerous situations, where immediate help is not always available.</p> <p>Article 40.10: An employee shall have the right to refuse to work in situations which can reasonably be considered dangerous.</p>
Nunavut Employees Union	<p>Article 44: All standards established under the Safety Act and Regulations thereunder shall constitute minimum acceptable practice.</p> <p>An employee shall have the right to refuse to work in situations which can reasonably be considered dangerous.</p>
Yukon Employees Union	<p>Article 32.07: Pursuant to Section 14(1) of the Yukon Occupational Health & Safety Act, an employee may refuse to work or do particular work where the employee has reason to believe that: (2) a condition exists in the workplace that constitutes an undue hazard.</p>

SICK LEAVE

Newfoundland & Labrador Association of Public & Private Employees

Article 19 - The number of days of sick leave with full pay which may be awarded to an employee, other than a part-time employee, at any time shall not exceed the figure obtained by multiplying his total months of service by two and subtracting therefrom the number of working days of sick leave previously awarded to him provided that the maximum number of working days of sick leave with full pay which may be awarded to an employee during any period of 240 months of service shall not exceed 480 days in the aggregate.

Other provisions of the Article go on to say that when an employee reaches the maximum of his sick leave, he is eligible to use up any accumulated annual leave, or go on special leave without pay at his option.

After 3 consecutive working days at any one time or 6 working days in the aggregate in any year requires a medical certificate satisfactory to the Superintendent of Prisons.

Nova Scotia Government & General Employees Union

Article 19 - An employee who is unable to perform his/her duties because of illness or injury for a period not exceeding 24 consecutive working hours may be granted leave with pay to a maximum of 144 working hours per fiscal year. (Apr 1 - Mar 31). Employees who exhaust all or part of their 144 working hours entitlement in one fiscal year will have it reinstated on April 1 of the following fiscal year.

An employee who is unable to perform her/his duties because of illness or injury for a period of absence exceeding 24 consecutive working hours, may be granted leave of absence at full or partial pay for each incident of short-term illness in accordance with the following:

- a) for employees with less than 1 year's service, at 100% of normal salary for the first 160 hours of absence and thereafter at 75% of normal salary for the next 640 hours of absence.
- b) For employees with 1 or more years of service, at 100% of normal salary for the first 320 hours of absence and thereafter at 75% of normal salary for the next 480 hours of absence.

The Article goes on to say that when the application for sick leave is for a period of more than 40 consecutive working hours, it shall be supported by a certificate from a medical practitioner.

PEI Union of Public Sector Employees

Article 22 - Employees shall accumulate sick leave credits at the rate of 11.25 hours for each 162.5 paid hours, up to a maximum accumulation of 215 days. Employees with maximum accumulation shall continue to earn credits in the current fiscal year at the regular accumulation rate. Such credits may be used for any illness occurring in a current fiscal year. Any surplus over the maximum accumulation shall be eliminated at the end of each fiscal year.

The employee may be required to submit a certificate from a qualified medical practitioner when:

- a) the sick leave exceeds 3 consecutive working days or shifts, or
- b) b) in the current fiscal year, the employee has been granted 52.5 hours sick leave on his/her own certification.

Ontario Public Service Employees Union

Article 44 - An employee who is unable to attend to his or her duties due to sickness or injury is entitled to leave of absence with pay as follows:

- a) with regular salary for the first 6 working days of absence,
- b) with 75% of regular salary for an additional 124 working days of absence, in each calendar year.

An employee is not entitled to leave of absence with pay under this Article until he or she has completed 20 consecutive working days of employment.

Where an employee is on a sick leave of absence which commences in one calendar year and continues into the following calendar year, he or she is not entitled to leave of absence with pay under Article 44 for more than 130 working days in the 2 years until he or she has returned to work for 20 consecutive working days.

The Article goes on to say that - where, for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Employer may require him or her to submit to a medical examination at the expense of the Employer.

Also, after 5 days' absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's manager..

**Manitoba Government &
General Employees' Union**

Article 26 - The sick leave to which an employee is entitled shall accumulate:
a) during the first 4 years of service at the rate of 1/2 working day per bi-weekly pay period; and
b) after the first 4 years of service at the rate of 1 working day per bi-weekly pay period.

Subject to Sections :06 and :07, sick leave shall not accumulate beyond 208 working days.

The Article goes on to say that for employees employed more than 10 years but less than 15 years - can have additional sick days up to 228 working days. For those employed between 15 years and 20 years - additional sick days up to 256 working days. For those employed beyond 20 years - additional sick days up to 296 working days.

An employee who has been absent because of sickness for a period of more than 3 consecutive working days shall furnish, when requested by the Commission and/or the employing authority, at any time during or after this period of sickness, a medical certificate or sworn statutory declaration certifying that the employee is or was unable to be present at work because of the illness. Failing to comply with this provision, the employee shall not be entitled to be paid for the period of absence.

It has been determined and agreed to that the employee is only required to provide the prognosis of their sick leave absence and not the diagnosis of the illness. (The employee may, at their option, provide the employer with a diagnosis if they chose to do so.)

**Saskatchewan Government
& General Employees' Union**

Article 17 - Probationary/permanent full-time employees with 3 or more months service shall, at the beginning of the fiscal year, be credited with 15 sick leave days. Sick leave shall be earned on the basis of 1-1/4 days for each month of service. Any unused sick days shall be accumulated from year to year.

On Employer request an employee shall provide a form attesting to their sickness. The Employer may require an employee to provide a physician's certificate and the Employer will be responsible to pay the cost. The Employer reserves the right to call for an examination by a physician selected and paid for by the Employer.

**Alberta Union of Provincial
Employees
(no new data)**

Article 31 - "Casual illness" means an illness which causes an Employee to be absent from duty for a period of 3 consecutive work days or less.

An Employee in his first and in each subsequent year of employment shall be eligible for a maximum of 10 work days of casual illness leave with pay. Each day or portion of a day, of casual illness used, within a year of service, shall be deducted from the remaining casual leave entitlement for that year of service.

Article 32 - "General illness" means an illness which cause an Employee to be absent from duty for a period of more than 3 consecutive work days but shall not exceed:

- a) 80 consecutive work days; or
- b) where the Employer approves part-time absences and part-time use of General Illness Leave, the 80 days of leave will be converted to the equivalent number of hours and administered accordingly.

General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Article 31.

The Article goes on to outline on a pro-rated basis, the amount of salary to the Employee - based on years of service. (i.e. Illness commencing in the 3rd year of employment; 100% of normal salary for each of the first 25 work days of illness and 70% of normal salary for each of the next 55 work days of illness.)

The Article has states that an Employee is not eligible to receive sick leave benefits if:

- a) the absence is due to an injury, from employment of any other employer, that qualifies for Workers' Compensation benefits; or,
- b) the absence is due to an intentional self-inflicted injury.

Article 33 - To obtain illness leave benefits as described in Article 31 the Employing Department may require that an Employee provide a proper medical certificate or other satisfactory proof of illness. To obtain illness leave benefits as described in Article 32 the Employee is required to provide a proper medical certificate or other satisfactory proof of illness.

**B.C. Government & Service
Employees' Union**

Appendix 4 - Regular employees shall be covered by the Short Term Illness and Injury Plan upon completion of 6 months of active service with the Employer. (Provisions contained in Appendix for those with less than 6 months service.)

1.2 - In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of 75% of pay for a period not to exceed 7 months from date of absence (Short Term Plan Period).

The 75% benefit may be supplemented in quarter day increments by the use of the following in descending order:

- 1) Accumulated sick leave credit under the old sick leave plan;
- 2) Compensatory Time Off;
- 3) Banked Earned time Off, excepting where scheduled in a shift schedule;
- 4) Vacation entitlement

1.4 - The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- a) a medical practitioner qualified to practice in the province of B.C.; or
- b) where necessary, from a medical practitioner licensed to practice in the Province of Alberta or the Yukon; or
- c) the consulting physician to whom the employee is referred by the medical practitioner in a) or b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
 1. where it appears that a pattern of consistent or frequent absence from work is developing;
 2. where the employee has been absent for 6 consecutive scheduled days of work;
 3. where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

Union of Northern Workers

An employee shall earn sick leave credits at the rate of 1-1/4 days for each calendar month for which he/she receives pay for at least 10 days.

In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, he/she shall be granted sick leave in advance to a limit of 15 days which shall be charged against future credits as earned.

Nunavut Employees Union

An employee shall earn sick leave credits at the rate of 1-1/4 days for each calendar month for which he/she receives pay for at least 10 days.

In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, he/she shall be granted sick leave in advance to a limit of 15 days which shall be charged against future credits as earned.

Yukon Employees Union

A regular employee shall earn sick leave credits at the rate of 1-1/4 days for each calendar month for which he/she receives pay for at least 10 days. All unused sick leave credits shall be carried over from one year to the next and shall be accumulated indefinitely.

Article 25:04 A regular employees who retires...may convert up to a maximum of 33-1/3% of total earned but unused sick leave credits, to a maximum of 60 days, to a paid pre-retirement leave.

VACATION

Newfoundland & Labrador Association of Public & Private Employees	1 - 10 years service = 15 days; 11 - 20 years service = 20 days; In excess of 20 years = 25 days.
Nova Scotia Government & General Employees Union	Change of three separate vacation articles province-wide to one standardized article. 1 - 7 years = 15 days; 7 - 17 years = 20 days; and over 17 years = 25 days. One day equals 8 hours.
PEI Union of Public Sector Employees	0 – 6 years = 15 days; over 6 – 16 years = 20 days; over 16 – 26 years = 25 days; over 26 years and thereafter = 30 days.
Ontario Public Service Employees Union	First 8 years = 15 days; 9 - 15 years = 20 days; 16 - 25 years = 25 days; 26+ years = 30 days. At 25 years of continuous service, employees will receive an extra 5 days, one time only. Partial years will be prorated.
Manitoba Government & General Employees' Union	1 st and 2 nd year = 15 days; 3 - 9 years = 20 days; 10 - 19 years = 25 days; 20+ years = 30 days. <i>(no change)</i>
Saskatchewan Government & General Employees' Union	1 year service = 15 days; 8 years service = 20 days; 15 years service = 25 days; 25 years service = 30 days. Effective April 1, 2003 – 22 years service = 30 days.
Alberta Union of Provincial Employees (no new data)	1 year service = 15 days; 8 years service = 20 days; 16 years service = 25 days. After 25 years service = 30 days. Employees who have worked for less than one year shall receive 1-1/4 days for each month worked.
B.C. Government & Service Employees' Union	<p>A regular full-time employee who has received at least 10 days pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows: 1st-3rd year = 15 days; 4th year = 16 days; 5th year = 17 days; 6th year = 18 days (eff Jan 99); 7th year = 20 days (eff Jan 99); 8th to 12th year = (add 1 day per year) to 26 days; 13th - 15th year - 27 days; 16th - 18th year = 28 days; 19th year = 29 days; 20th - 22nd year (add 1 day per year) to 33 days; 23rd and 24th year = 34 days; 25th year and thereafter = 35 days.</p> <p><i>(new)</i> Effective January 2002 – after 3 years = 16 days; after 4 years = 17 days; after 5 years = 19 days; after 6 years = 20 days.</p>

Union of Northern Workers

(new data)

For each month of a fiscal year in which an employee receives ten days pay, he/she shall earn Vacation Leave at the following rates:
1.375 days each month until the month in which the anniversary of the second year of continuous service is completed.
1.79 days each month commencing in the month after completion of two years of continuous service and ending in the month that **7** years of continuous service is completed.
2.08 days each month - after **7** years
2.5 days each month - after **15** years
2.92 days each month - after 20 years

Nunavut Employees Union

For each month of a fiscal year in which an employee receives ten days pay, he/she shall earn Vacation Leave at the following rates:
1-3/8 days each month until the month in which the anniversary of the second year of continuous service is completed.
1-19/24 days each month commencing in the month after completion of two years of continuous service and ending in the month that 15 years of continuous service is completed.
2-5/24 days each month - after 15 years
2-5/8 days each month - after 20 years

Yukon Employees Union

A regular employee who has received pay for at least ten days in a calendar month shall earn vacation leave credits for that month at the following rates:
1-2/3 days each month in the first and subsequent years of continuous service.
2-1/12 days each month in the fourth and subsequent years.
2-1/2 days each month in the fifteenth and subsequent years.
2-11/12 days each month in the twenty-sixth and subsequent years.

There is provision (Section 23.02(3) for long service vacation leave benefits whereby on the date a regular employee completes the qualifying period of continuous service with the Yukon Government, he/she shall be entitled to five days of additional vacation leave in the period prior to the next qualifying period. Also, a regular employee who has qualified for a long service vacation leave benefit and has not taken the leave before reaching the next qualifying period shall be paid out for any long service leave earned but not taken at that time. (Qualifying periods are every 5 years)

DESIGNATED HOLIDAYS

	New Years	Good Friday	Easter Mon.	Victoria Day	Canada Day	Civic Hol.	Labour Day	Thanks-giving Day	Remem-brance Day	Christ-mas Day	Boxing Day	Other	Total
NAPE	X	X		X	X	X	X	X	X	X	X	St. Patrick's Day St. George's Day Memorial Day Orangeman Day	14
NSGEU	X	X	X	X	X	X	X	X	X	X	X		11
PEI UPSE	X	X		X	X		X	X	X	X	X	Easter Sunday Christ Eve (1/2) Summer floater	11- 1/2
OPSEU	X	X	X	X	X	X	X	X	X	X	X		11
MGEU	X	X	X	X	X	X	X	X	X	X	X	Christ Eve (1/2 day if falls M-F)	11- 1/2
SGEU	X	X		X	X	X	X	X	X	X	X	One additional day	11
AUPE	X	X	X	X	X	X	X	X	X	X	X	Xmas Floater, Family Day (3 rd Mon each Feb.)	12
BCGEU	X	X	X	X	X	X	X	X	X	X	X	Heritage Day (some mun) & proclaimed Hols.	11
UNW	X	X	X		X	X	X	X	X	X	X	(+Sovereign BD)	11
NEU	X	X	X		X	X	X	X	X	X	X	(+ National Aboriginal Day)	12
YEU	X	X	X		X	X	X	X	X	X	X	(+Sovereign BD)	11
												(+Heritage Day in Yukon)	