

LETTER OF UNDERSTANDING #3

Re: Part-Time Regular Employees – Adult Custody Division

The purpose of the Agreement is to address, effective November 12, 2012, the employment status of existing part-time regular employees.

1. The terms and conditions of employment for regular “part-time plus” employees will include:
 - (a) Regular part-time Corrections Officers will have half-time regular status (ie 35 hours bi-weekly), with corresponding pay and benefits in accordance with the Master and Component Agreements. Pay and benefits will be pro-rated for additional straight time hours worked.
 - (b)
 - (1) Regular part-time Corrections Officers will earn regular seniority beyond the 35 hours bi-weekly, for all additional hours worked at straight time rates, in accordance with Master Agreement, Clause 11.1 – *Seniority Defined*. Every three months the parties will review the hours worked and adjust the seniority levels in order to maintain seniority ranking. No employee shall lose their original seniority ranking through an error of the Employer.
 - (2) **PRT'S employees daily hours of work will only be extended by mutual agreement between the affected employee and employer.**
 - (c) Regular part-time Corrections Officers will be recalled up to total annual hours of work of 1827 hours in 26 pay periods.
 - (d)
 - (1) Regular part-time Corrections Officers are subject to as-and-when-required recall and shall be recalled and laid off pursuant to Master Agreement, Clause 31.5 – *Layoff and Recall*.
 - (2) Master Agreement Clause 31.5 subclauses (1), (b), (e), (f), (g), (h), (i), (j), (n-12), (r), (s) and (t) will apply to regular part-time employees.
 - (3) Regular part-time Corrections Officers are required to report for available work when called to work within the prescribed scheduled time periods established pursuant to 31.5 (e) and (f).
 - (4) Regular part-time Corrections Officers who refuse work outside of their prescribed schedule time periods, pursuant to Master Agreement, Clause 31.5(e), will suffer no consequences except in emergency situations.
 - (e) Exceptions to item (d)(3) above will be in accordance with applicable Master Agreement leave and notice provisions for regular employees.
 - (f) Proration of service seniority, benefits, paid time off and other allowances are as described in Information Appendix 1 to this Agreement.
 - (g) Subject to operational requirements, regular part-time Corrections Officers will be prescheduled and will be given a minimum of two days off in a seven day period. The Employer will make every

reasonable effort to schedule the days off consecutively. Whenever possible the Employer will use the Days of Rest Formula (5 formula) when scheduling part-time regular Corrections Officers.

(h) Implementation of this Agreement will be at no increased cost to the Employer, including but not limited to, premiums or penalties attributable to regular part-time Corrections Officers being recalled to additional work beyond half-time, such as Master Agreement, Clauses 15.3 and 15.4.

(i) STIIP benefits will be calculated in accordance with Master Agreement, Clause 31.12(e) unless a regular part-time Corrections Officer works a full-time schedule for any period in excess of two blocks and is subsequently unable to report to work due to illness or injury during the period of scheduled full-time work, and is entitled to benefits pursuant to Appendix 4. Such employee will have their STIIP benefit calculated on a basis of the full-time work. This calculation based upon full-time work will continue for the duration of the initial scheduled full-time assignment and, thereafter, will revert to a benefit based upon the Corrections Officer's regular part-time status (ie 35 hours bi-weekly).

(j) Master Agreement Clause 14.2 does not apply to regular part-time Cos.

(k) Correctional and Sheriff Services Component Clauses 6.1 (b)(c)(d)(g)(h)(i)(j) apply to regular part-time Cos. The balance of Component Agreement Clause 6.1 does not apply to regular part-time COs.

(l) The benefit level for LTD will be calculated on the basis of the formula outlined in Appendix #4, Clause 2.2 of the Master Agreement.

2. Where a person is appointed as a regular full-time employee through a competition, the next full-time appointment will be offered to the senior regular "part-time plus" employee in the subject centre.

3. Unless otherwise stated in this Agreement, the Master and Component Agreements apply.

4. Grievances filed pursuant to Master Agreement, Clause 31.1 subsequent to May 1, 2007 and Master Agreement, Article 12 by Corrections Officers will be resolved in accordance with the terms of this Agreement, where possible.

5. Judi Korbin will have jurisdiction as arbitrator to adjudicate grievances as described in item 4 above.

This Memorandum of Agreement remains in effect for the term of the **17th Component Agreement**.