

**COLLECTIVE AGREEMENT HIGHLIGHTS
CIVIL SERVICE AGREEMENT
April 1, 2021 – March 31, 2024**

Effective Date unless otherwise noted is June 8, 2022

MONETARY

ECONOMIC ADJUSTMENTS

- April 1, 2021 1.5%
- April 1, 2022 1.5%
- April 1, 2023 3.0 %
- March 31, 2024 0.5%

STANDBY AND CALLBACK

- The rate for Standby will be increased on the last date of the agreement (March 31, 2024)
- Effective March 31, 2024:

- Regular Rate, Non-holiday \$20.00
- Holiday Rate \$40.00

- Parties agreed to language to clarify intent for callback eligibility

SHIFT AND WEEKEND PREMIUMS

- Shift and Weekend Premiums have been increased to \$2.35/hr effective June 8, 2022.

ANNUAL VACATION ENTITLEMENT

- Employees will be eligible for a fifth week of vacation after 14 years of service; a year sooner than in previous agreements.

TRAVEL REGULATIONS

- For duration of agreement threshold for the lower kilometrage rate will be set at 20000 KM.
- The parties agreed to link to the rates online and not include the rates in the agreement.

OPERATIONAL

DIVERSITY AND INCLUSION

DESIGNATED POSITIONS

- The Employer will now be able to designate for employment equity purposes up to ten (10) bargaining unit positions a year across the Civil Service without prior approval from the Union. The parties may agree to additional designated positions beyond the initial ten.
- The Union will respond in writing within ten (10) business days from receiving a request approving or denying additional requests.

EMPLOYMENT EQUITY AS TIEBREAKER

- For job competitions, employment equity will be used as a tiebreaker when the candidates are considered to have equal merit, have same length of service, and have same date of hire.

JOINT EQUITY AND DIVERSITY COMMITTEE

- The Parties agreed that the JEDC will now meet monthly, or as mutually agreed
- A draft terms of reference will be finalized by the committee.

RECRUITMENT

EXPRESSION OF INTEREST

- Employees will now only be eligible to EOI if they have not accepted a previous job offer in the past twelve (12) months.

INTERNSHIPS

- The Parties agreed to incorporate previously agreed upon “internship MOA” into the Collective Agreement.
- Pay rates for intern positions will be included in the PR pay plan.
- Existing BU employees eligible for internships will be paid at the rate of their permanent position, unless the internship rate is higher.

DISCIPLINE

RECORD OF DISCIPLINARY ACTION

- Employees who have been subject to verbal or written warnings can now request to have the disciplinary action removed after 3 years if they have not been subject to further discipline during that period.

LEAVES

BEREAVEMENT LEAVE

- Change to allow employees to defer all of or a portion of their bereavement leave following a death for up to a year.

LEAVE FOR STORMS OR HAZARDOUS CONDITIONS

- Inclusion of “location” to allow for employees to work from home during hazardous conditions with manager’s approval.

DOMESTIC VIOLENCE LEAVE

- Added to agreement to reflect Labour Standards Code and will allow employees to use the provided 3 paid days intermittently, rather than continuously.

OTHER LEAVES UPDATED AND/OR ADDED TO REFLECT LABOUR STANDARDS CODE:

- Compassionate Care
- Leave for Parent of a Critically Ill Child
- Leave for a Critically Ill Adult
- Leave for Crime Related Child Death
- Leave for Crime Related Child Disappearance
- Parental Leave & Adoption Leave

PAY EQUITY COMMITTEE

- The creation of a Joint Committee, with equal numbers of Union and Employer representatives, to undertake a systematic review of pay equity affecting the CL Pay Plan in the Civil Service. The Committee would have the authority to retain outside expertise as required, to be cost shared by the Employer and the Union and would report to the parties, with non-binding recommendations, no later than sixty days before the expiry of the renewed Collective Agreement.

OTHER

MODIFIED WORK WEEK

- Employees may carry forward their existing MWW plan when accepting a new position, subject to assessment of operational considerations of the new work unit.

RETRO PAY FOR TERMINATED EMPLOYEES

- The employer will now deposit retro pay in last known deposit account. If no longer valid the Employer will notify employee by registered mail to last known address.

LEAVE FOR UNION EXECUTIVE POSITIONS

- MOA related to time off for Full-time Union president now incorporated into agreement.
- Leave for additional Union executive positions was also agreed to.

HOUSEKEEPING

PAID HOLIDAYS

- National Day for Truth and Reconciliation is now recognized in the agreement.

POSITION DESCRIPTIONS

- Changes made to reflect current practice, removal of 5-year requirement to update job description.

CLASSIFICATION APPEAL PROCEDURE & APPEAL TRIBUNAL

- Language clarified to match current process.

EMPLOYMENT STABILITY

- Language updated to reflect current practice of parties.

PSA ENTITLEMENT

- Removal of reference to war service as it is no longer relevant.

GRIEVANCE PROCEDURE

- Clarity added that timelines are based on business days.

MEMORANDA OF AGREEMENT

MEMORANDUM OF AGREEMENT - WORKING CONDITIONS FOR DEPARTMENT OF COMMUNITY SERVICES CHILD PROTECTION SOCIAL WORKERS

- The Employer and Union have agreed to present to a Joint Committee any proposals for implementation of the recommendations which deal with matters that fall under the Civil Service Agreement. No proposal will be presented without the mutual agreement of the Parties.
- The proposals will be presented to the Joint Committee no later than December 31, 2022.
- The Joint Committee will be made up of four (4) representatives designated by the Employer and four (4) representatives designated by the Union.
- The Joint Committee will meet as soon as practicable after receiving the proposals and will agree on the terms by which those proposals are to be implemented.

- If the Joint Committee is unable to agree on the terms by which any proposal is to be implemented, the Parties will refer the matter for determination by an adjudicator from the roster referenced in Appendix 10 of the Civil Service Agreement.

MEMORANDUM OF AGREEMENT #3 – RELIEF EMPLOYEES - AMENDMENTS

PROBATIONARY PERIOD

- Time worked by relief employees in a permanent relief capacity will now count towards their probationary period if they are appointed to a permanent position in the same classification and same job description, and have not been subject to any documented performance management and/or attendance management in the past twenty-four months.
- If a relief employee is appointed to a permanent position outside of their classification, they will still be subject to a twelve-month probationary period.

OVERTIME

- Relief employees with bargaining unit status will be entitled to overtime compensation when they work in excess of the normal bi-weekly hours of their classification.
- Relief employees with bargaining unit status in an assignment of work that is scheduled on a regular basis and who are scheduled for a shift of eight (8) or more hours will be entitled to overtime compensation for time worked beyond the scheduled hours.
- Relief employees with bargaining unit status in an assignment of work that is scheduled on an irregular or rotational basis and who are scheduled for a shift of twelve (12) or more hours will be entitled to overtime compensation for time worked beyond the scheduled hours.
- Relief employees will only be entitled to first and second days of rest provisions under 19.08 and 19.09 after they have worked the equivalent of normal full-time bi-weekly hours for their classification.

SCHEDULING

- Method of chance added as a tie breaker for determining seniority roster.
- The method of chance will not be revisited amongst the same group of relief employees on the seniority roster after it is established.
- On the basis of Seniority all Relief employees will be scheduling as follows until all relief assignments are scheduled:
 1. Up to 40%
 2. Up to 80% or requested maximum
 3. Up to 100% or requested maximum
- At the time of submitting a request for maximum hours, relief employees can now choose to opt in or out of being called for post scheduled shifts above their requested maximum.
- Nothing precludes the Employer from offering shifts to employees under 3.07 (a) if all other options regarding post-scheduled shifts have been exhausted.
- Due to extenuating circumstances a relief or part-time employee may request to change their preference for post-scheduled shifts by way of mutual agreement with the Employer.

HOUSEKEEPING

- Reference to No Avoidance clause of Main Agreement added for clarity.
- Clarity around part-time employee hours removed from section 2 of MOA to Section 3
- Leave benefit calculations moved from Section 3 to Section 4 for clarity