

LETTER OF UNDERSTANDING

Between:

COMMUNITY SOCIAL SERVICES EMPLOYERS' ASSOCIATION

And:

COMMUNITY SOCIAL SERVICES BARGAINING ASSOCIATION

Re: COVID-19 and Vacation Principles

- A. As a result of the COVID-19 pandemic and the order of the Solicitor General under the *Emergency Program Act* deeming workers in the community social services sector to be essential, vacation requests may not have been granted since mid-March. If this situation continues, vacation credits may accrue to unusually high levels and create significant liabilities, and employees may be prevented from taking sufficient vacation time to rejuvenate.
- B. As the parties look ahead to managing vacations in the remainder of the calendar year and in light of the uncertainties around the unfolding of the pandemic, a variety of employee and employer interests may need to be taken into account relating to the use of accumulating vacation credits. Given this context, the parties wish to promote flexibility in the use of these credits, and agree to adopt the following principles, on a without prejudice basis, until December 31, 2020. These guiding principles are intended to enable employees and employers to reach agreement on how to utilize vacation credits in the remainder of this calendar year, while assuring that employees receive their full entitlement of vacation.

In order to address these issues, the parties agree to adhere to the following principles with respect to the administration of vacation entitlements under the Community Living, General Services and Indigenous Services collective agreements (the "Collective Agreements"):

1. All provisions of article 18 continue to apply unless, due to circumstances arising as a result of the COVID-19 pandemic, specific provisions are voluntarily varied by mutual agreement of the employer and employee(s) in accordance with these principles, and subject to paragraph 2. Every effort shall be made to comply with article 18; however, employers and employees will have authority to vary article 18 only as expressly permitted by the following provisions. Other variances may only be implemented by express, written agreement between the union and employer, and approved by CSSEA, on a strictly without prejudice and precedent basis.
2. If specific variances as set out in this Agreement are voluntarily agreed upon by the employer and employee(s), the variances remain tentative pending the conclusion of the following process. Individual employer shall confirm the variances in writing to the employee(s) and union representing the employee(s). The union representative shall respond in writing to the employer within 14 calendar days identifying specific concerns, if any, in the implementation of the variances set out in this Agreement. If specific implementation concerns are not received by the employer within 14 calendar days, the variances are deemed agreed upon and final. If implementation issues are identified, the variances are deemed agreed upon and final upon resolution of the issues by the union representative and the employer.

3. No variances will be agreed upon at the local level after December 31, 2020 pending the extension or renegotiation of this Agreement; however, variances agreed upon prior to that date may extend into subsequent years (i.e., vacation carryover).
4. Article 18.13 – Vacation Payout - All reasonable effort will be made to schedule a minimum of 3 weeks' vacation in 2020 for all regular status employees to allow for rest and rejuvenation.
5. Article 18.4(a) – all unused vacation not accessed in accordance with paragraph 4 nor paid out in accordance with paragraph 8, shall be carried over for use in subsequent years.
6. (a) Article 18.5(a) and (b) - Employers who did not approve of any vacation requests following the March 1 deadline will require all regular status employees to re-submit their vacation requests by a new deadline.
(b) Further, where Employers did approve some vacations following the March 1 deadline (but not all due to COVID-19 related operational requirements), the employees who were denied their vacation requests will re-submit their vacation requests by a new deadline.
(c) The new deadline in both paragraphs (a) and (b) above will be as soon as practicable, and every effort will be made to establish a new deadline by no later than July 7, 2020, and article 18.2(a) will apply to these requests. Employees with vacation time already approved will not have their vacation displaced as a result of the operation of this provision.
7. Article 18.12 – flexibility in application of this article may be needed as it may be challenging to schedule vacation for all employees in the remaining months of 2020. Seniority will continue to apply in the granting of requests (as per article 18.2). While every effort will be made to approve vacations in unbroken blocks of time as requested by employees, it may be necessary to approve smaller blocks of time due to COVID-19 related operational requirements.
8. Article 18.13 – flexibility in the pre-requisite for vacation payouts is permitted; however payout shall only be instituted at the employee's request. The minimum vacation days noted above in paragraph 4 need not already be taken, but all reasonable efforts will be made to schedule the minimum amount of vacation in the vacation year, prior to payout.
9. Article 18.6 – Vacation Schedule Changes. The parties agree that employer emails to employees cancelling vacations in cases of emergency or by mutual agreement will be copied to the union representative. Vacation time cancelled from March 1 onwards will be rescheduled in priority to other employee vacation requests that have not yet been approved (see point #6 above) and on the basis of seniority within each program/worksites (as per Article 18.2(a)). Employees with vacation time already approved will not have their vacation displaced as a result of rescheduling cancelled vacation regardless of employees' seniority.

10. This agreement is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties, and for the sole purpose of addressing vacation entitlement under the Collective Agreement during and as a result of the COVID-19 pandemic.

Agreed this 11th day of June 2020.



Mark Slobin, CSSEA



Andrea Davis, CSSBA