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# ENHANCED PARTNERSHIP MODEL

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QUÉBEC REGION  
HERMITAGE STE-CROIX  
PIERREFONDS, QUÉBEC

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February 16th, 2010

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## CONTEXT

This meeting is a new effort to resolve the discontent and disputes that have arisen in recent years concerning the contract model by proposing concrete ways to improve the contract and strengthen partnerships between the various parties involved in this process.

## WELCOME AND OPENING REMARKS

Regional Chaplain, Michel Beauchamp, welcomed everyone to the meeting and participants introduced themselves briefly. The meeting was opened with music and prayer led by chaplain, Ronald Beaulne.

Michel started out by acknowledging that everyone present shared the same desire, i.e. that the day would be productive, issues could be worked out, and that the day would be ended with concrete and satisfying results. While attending the Enhanced Partnership Model meeting in Moncton, he sensed the same outlook there as well. What had remained with him from that meeting was the comment from one of the chaplains, Peg Noseworthy, who pleaded “make us the promise that this will work”. This is the hope and intention for these meetings.

Hubert Makwanda was introduced as the facilitator for the day’s events. Hubert Makwanda is the Consultant in Labour Relations and Cultural Plurality to the senior Vice-President of Mouvement Desjardins. Mr. Makwanda began by sharing his experience during a recent trip to Burkina Faso. He learned from the people and the government there that forgiveness gives us a new start everyday and that participants in this EPM meeting should approach the day in that same vein; starting anew with audacity and courage to tackle the task before them.

He proposed five **guiding principles** to enhance the discussions:

1. To really listen and not fall prey to preconceived ideas
2. Focus on what is common among us, not what separates us
3. Not to say “yes, but...” but to say “yes, and”
4. Don’t oversimplify the issues, things are complex yet not difficult
5. Speak the truth with confidence

## OBJECTIVES FOR THE DAY

Hubert went over the day’s agenda and reminded everyone that this was a day for them to share and make advances on what has been proposed.

1. Establish a common vision for defining what enhanced partnership means
2. Clarify the stakes and expectations of all those involved
3. Identify elements of convergence and divergence in the EPM (the challenges)
4. Propose recommendations to enhance the Model and to mobilize chaplains
5. Choose representatives for the National Working Team who will go to present and to defend on behalf of the chaplains

## **HISTORICAL PERSPECTIVE & EPM PRESENTATION**

Rick shared that his task was to bring a historical perspective to these meetings. The real goal of this partnership and our “raison d’être” is the ministry. It was from the beginning and still is to this day. Challenges have arisen over the past 25 years but ministry is still the starting point for all these discussions. In the beginning there was a vision of an efficient ministry that required effective chaplains. From Pierre Allard’s point of view, chaplains were the source of an effective ministry that would meet the needs of inmate and society at large.

The basis for having chaplains in the CSC is that Section 2 of the Human Rights Charter states that this is a “right” of the offender. After many years, inmates are still at the heart of our ministry.

Partnership has been between the Faith Communities and the CSC simply to provide service to inmates. In the last 25 years a partnership has been built, however, it is an imaginary partnership, one that has not functioned as such in reality. It has been easier for the chaplain to have a relationship directly with CSC as this is their reference in the institution daily. CSC says that they have a contractual relationship with the chaplain. We tend to forget about the other partners, viz. our Faith Communities. Rick stated that although he works in an interdisciplinary environment having lots of members, his source remains his tradition: his Faith Community. Cutting this root and moving farther and farther apart can become dangerous.

Presently we have this imaginary partnership that is divided into the wrong relationships. There are many different partners and groups with a ministry interest, ministry being the *raison d’être* for all these relationships. However, there lies a weakness in the contract in that at the beginning it was understood that chaplains would not be disadvantaged by their “contractor” status but would have similar access as did the employees. Since the Gomery Inquiry, many of these privileges have been retracted in order to avoid the semblance of an employer/employee relationship. The contract has become more that of a servant relationship rather than a partnership.

Rick went on to say that his vision was to reinforce the fact that there are four or five stakeholders that need to come around the ministry. It is not necessary to go on as a slave for the CSC. We need partners with the passion, the goals, and the vision for this ministry. He would like to see more meetings in the future where partners can have the opportunity to talk. It is, however, a very complex situation, the reality being that there are always other factors at work, budgetary considerations being a major issue.

What is the best way to arrive at a contract that better satisfies/helps the inmate, chaplain, CSC, and the Faith Communities? History points to the centre of the group: the ministry, itself. Rick encouraged all partners to work hard for the future of chaplaincy. This is the beginning of something new and it is the end of the debate that has been going on for the last 10 or 12 years. The decision has been made and the model or the vehicle is going to be a contractual one. This is the beginning of a transition that will require hard work for about 1 ½ years by all partners in order to form a working team that can come up with a concrete contract model.

## QUESTIONS AND DIALOGUE

It was proposed by one of the participants that the new contract be one that is more integrated, inclusive, and equitable for all partners.

The issue of “reporting” was brought up in reference to the confusion that is created by the lack of clarity as to who the chaplain should report to. Rick assured the group that this is one of the issues that the national team will be working on.

The question was asked, “What have been the obstacles or stumbling blocks that have prevented this enhanced partnership from being a reality over the last number of years?” Rick answered the question from his perspective of having been a chaplain. He said it was difficult to retain and name all the issues that have contributed to the lack of true partnership, but he believed that it all began with Revenue Canada’s decision to avoid an employee relationship with the chaplains. Training was once available to chaplains but the decision that was taken unilaterally by Revenue Canada without consultation of the CSC or the contractors stopped the training and other benefits. This was a bad decision born out of a management style that wanted to avoid the risk.

Chaplaincy has been working hard to describe two elements to regulate the risk, i.e.

1. The chaplain’s daily environment is specific and under control of the CSC. We are the experts in this domain so it is possible to give training that is in our area of expertise. (specific expertise)
2. To reinforce the idea that chaplaincy is not only a relationship with chaplains but CSC has a partnership with the Faith Communities. Under the contract model, it is possible to offer training in this specific area with the intent of reinforcing the relationship of all partners in order to ultimately have a more effective ministry. This ministry not only implies inmates but staff as well.

The best chaplains are those who don’t obey the tasks and requirements, but who do the work of a chaplain because that is who they are. And, to be a good chaplain, one must understand the relationship one has with their faith community which is at first their source.

## GROUP SHARING

Each individual was given a paper with three questions for them to answer.

After writing down their answers, members were asked to share their responses with the entire group. The following comments were shared:

**QUESTION 1:** The main reason I decided to participate in this meeting was.....

- To get to know all the partners better
- To have my questions answered by those invited here today
- The invitation from Regional and National Chaplaincy
- To hear the views held by contractors

- In hopes to have solidarity as a result of these meetings
- To have fundamental questions asked
- To seek the true meaning of “partnership”; is this a real partnership?
- To ask the question, “Will this new model be imposed on us?”
- To gain understanding of the proposed changes
- To understand the advantages and disadvantages
- To have a common understanding of the word “partnership” in this context

**QUESTION 2:** The one thing bothering me and for which I would like an answer is.....

- Will today’s discussion be concrete?
- The fact that this is only the first time in 25 years that all partners have met this way
- Clarification of the contractor’s 7%
- What will this contract enhance or bring as a solution to the challenges raised?
- Clarification of the “reporting” levels
- Understand the process that has brought us to this point
- How did we get from employee to contract model?
- Understand the expectations of CSC in order for the contractor to better support the chaplain
- What will be CSC’s response to these discussions?
- Will chaplaincy survive or be eliminated as it has been in other sectors of the community?
- Concern re: the desire that all would share in the same vision and ultimately have the same goals
- Lack of awareness that staff have with regards to the chaplain’s tasks
- Better comprehension of institutional dynamics and how that affects chaplains
- Contractors have needs that other partners are unaware of. What are their expectations?
- Can we have a new beginning?

**QUESTION 3:** I will be satisfied with this meeting if.....

- We arrive at concrete results
- There is a follow-up to this meeting that is serious and rigorous
- Partnership is better defined between contractor and chaplain
- A truly “enhanced” partnership, a better contract
- We stop talking and get something concrete accomplished
- Everyone becomes clear on what the contract is
- what the roles and responsibilities of each partner is
- The meaning of “partnership” in this context is clearly defined
- Peaceful discussion around the challenges, and these challenges be resolved
- Satisfied with this meeting with all partners and on our way to a new stage in these discussions

## SMALL GROUP DISCUSSION

Members were put into diversified groups to enhance the small group discussion. Hubert acknowledged that the “model” is at present abstract. The idea is to put together a concrete and common vision as to how we proceed in the effort to enhance this model.

The question was posed, “**What are the stakes for you, today?**” Each partner will have a different stake.

- One contractor commented that due to limited funds, he relies on the Regional Chaplain to evaluate and watch over their chaplain. The hope would be to designate certain responsibilities to the right person, someone who is reliable. Financially, they are not in a position to supply liability. His faith community is very happy to participate but can contribute no further.
- At stake is the very survival of chaplaincy, of something that works well, an extraordinary ministry. CSC can keep the status quo or we can lose it.
- That this new model would better serve people
- Durability of the contract
- Investing whatever it takes to ensure that our chaplains have the very best
- Contractors be seen as valuable partners and have greater involvement in the process
- Communication and clarification
- Quality of life—don’t want to continue in an atmosphere of conflict
- Confidence in the process
- That moving towards a model that demands more contact with the contractor as opposed to the main relationship being with the Regional Chaplain is potentially dangerous
- Legitimacy, recognition of the chaplain’s role
- That CSC continue to support chaplaincy in respect to the legal aspects
- Uncertainty as to whether or not contractors will fully assume their responsibilities as employer, recognize their role in this partnership?
- Accountability and consultation between employer and employee
- Consciousness of each partner’s role
- Equity for chaplains—ensure that all chaplains are equally treated by their individual employers with regards to remuneration, pension, benefits, etc.
- That the ministry be spotlighted anew

## DEFINITION OF “PARTNERSHIP”

In civil law, there are three aspects to partnership:

1. Participation, determination, and formulation of the objectives
2. Investment, contribution to the venture
3. Sharing/participating in the benefits

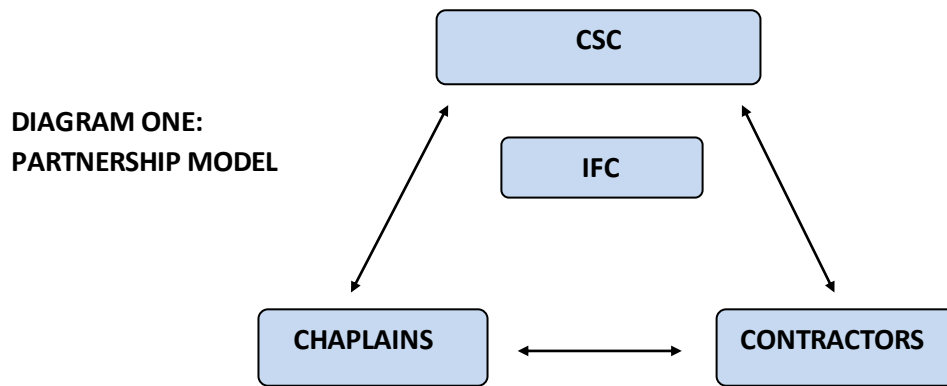
Each partner must assume their role and responsibility while sharing a common vision. There must be a consciousness of each partner’s role and responsibilities, recognition of each partner’s particular skills,



and clear communication between them. In order to do this, each role must be well defined. Partnership can and must be adjusted to the times and to the contractual issues.

Partners in this process were defined as: Correctional Service of Canada, chaplains, contractors, and the Interfaith Committee on Chaplaincy.

There needs to be more clarity re: role of the IFC in this partnership.



**DIAGRAM TWO:  
PROPOSED PARTNERSHIP MODEL**



## **RECOMMENDATIONS ON HOW TO APPLY THIS MODEL:**

1. Improve communication and clarification of each partner's role and responsibilities.
2. Training be available for all those involved, particularly the chaplains
3. Clarity of the rights and responsibilities of each partner
4. Integrate the Pastoral Plan and the Religious Plan
5. Establish a working contract: all parties need to understand that this is a partnership, nothing to be done unilaterally, want a contract that truly represents the chaplain
6. A skilled National Working Team to come up with a concrete model
7. A common canvas, one that respects everything in the partnership
8. Need to know who to call, who would act as an advocate (union) for the chaplains.
9. Knowledge of how the chapel budget works, i.e. who administrates it, how much is in the budget
10. Communication with the AWI to clarify roles and responsibilities of chaplains.
11. Need to clarify the inter-relationship of CSC and contractors, how will they function
12. Need to clarify the inter-relationship of contractors and chaplains, how will they function

There was discussion regarding the contract and how this contract between the CSC and the contractor affects the chaplain. There is no contract between the Regional Chaplain, an employee of CSC, and the chaplain himself, yet it is usually the Regional Chaplain who is primarily the one who defines the task for the chaplain and is in all reality the supervisor of the work that a chaplain does. The traditional relation to the CSC for the chaplain is through the Regional Chaplain. This creates a very confusing link.

It was stated that no organization is absolutely clear in what they say and how that lives out in daily life. Chaplains see this issue in many different ways; some report to staff on site or in the institution. There is no national standard being exercised across the board.

Further discussion included:

- the perspective of many as seeing the contractor as the weak spot in the partnership
- the need to facilitate contractors to meet with one another
- catholic chaplains would like to see one contractor responsible for all of Canada
- funding, monies, must be predetermined now as opposed to at the time of the contract
- chaplains want an association, group who will advocate on their behalf

## **REFLECTIONS ON THE FUTURE AND THE COURSE OF ACTION – Workshop Two (Small Group)**

Once again participants were organized into small groups for discussion with questions provided to them. Following the table-top exercise, participants were invited to share their answers with the entire gathering.

**QUESTION ONE: What gives us hope and prompts us to action is.....**

- Our “raison d’être”, our “mission”, our “calling”
- The common values we share
- The chaplains common mission
- This meeting
- Openness of contractors
- Opportunity to share common concerns
- Naming the stakes
- Good, open communication
- Everyone is listening to each other

**QUESTION TWO: What makes us doubt is.....**

- The enormity of the task
- The political stakes
- Need for funding to meet these challenges
- The complexity of the task
- Potential attitude of some to avoid all risks, “not get into the water”
- Fragility and capacity of the Faith Communities
- Discouragement over previous attempts, can something concrete come out of this?

**QUESTION THREE: What will be the conditions of success in order to accomplish this undertaking?**

- Actions be manage out of a shared vision
- Investment from all stakeholders
- More communication from all sides within this new partnership
- Transparency
- Precise and fixed timetable
- Not losing sight of those to whom we minister, the core reason for this process
- Taking the time needed to get it right
- The will to work and achieve a contract that will bring resolution to the concerns that have been raised over the last number of years

**QUESTION FOUR: The traps to avoid are...**

- Discouragement
- Turning in circles
- Lassitude
- Not establishing priorities
- Failure to listen

## **WE ARE PREPARED TO COMMIT OURSELVES TO.....**

- To communicate better
- Not be distracted by this process, but to continue to provide excellent ministry
- Pursue a resolution
- To serve without “slavery”
- Collaboration in the search for solutions
- Not taking the process personally, to remember that it is chaplaincy that is at issue

## **CHOICE OF REPRESENTATIVES**

Contractors and chaplains were asked to meet in their respective groups to nominate their choice for representation on the National Working Team. Representatives from each of the four partners (CSC, IFC, Chaplains, and Contractors) will be chosen to work together on coming up with an “enhanced model”. The Regional Chaplains will ultimately determine what the final composition of the working group will be. The attempt will be to respect all 5 regions as well as the 4 stakeholders in the partnership. The group will probably be narrowed down to 10 or 12; however, it is possible that some individuals will be chosen to work on sub-groups. There will be meetings in person, by telephone, and via Teleconference. Those who are chosen to represent must be willing to work and they must be available to work. Representatives must communicate with other members of their respective groups. There will be translation in the meetings and for all communication.

The following representatives were chosen:

**CONTRACTOR:** Brian McDonough, (secretary, Bassam Derbas)

**CHAPLAIN:** Fr. Denis Patry

## **ASSESSMENT AND CONCLUSION**

Christian Tanase (CSC) remarked that throughout the day’s discussion he had detected much confusion and worry regarding the role of the AWI (Assistant Warden, Interventions). He clarified that the only link between the chaplain and the AWI is budgetary, i.e. he/she holds the budget and manages the contract between the CSC and the Faith Community. The AWI is not the chaplain’s supervisor.

The budget that the Regional Chaplain holds is the salary budget while the Chapel budget is institutional. These roles have often proved confusing for chaplains.

**Hubert Makwanda**, in his concluding remarks, stated that the purpose of the day's meetings had been to share, reflect, and arrive at a common destination. Although a conclusion could not be reached today, this is a new beginning and we now have a "building plan" in place. The actions and work done here today must be seen, however, as a long-term process.

Mr. Makwanda handed out sheets of paper with the pictures of faces displaying a wide range of emotions. Participants were asked to pick which emotion described how they felt at the end of the day's process. Answers were shared together.

**Michel Beauchamp** concluded the gathering citing his relief and gratefulness for the day's accomplishments. He had not wanted to end the day seeing disappointment or confusion. Two points had made him happy, viz. that **all** partners had been involved in this exercise, working towards a strategic plan that would contribute to the development of an "enhanced partnership model" and that contractors had actively involved themselves in this process and in these discussions. There had been good representation on the part of the contractors.

Michel expressed the notion that hope is possible, that he could see it now, and that it was extraordinary. Michel went on to thank everyone who had participated recognizing that this has not been an easy process and congratulated everyone for their renewed effort. Michel was also happy to have Denis, Brian, and Bassam serve as representatives for the Quebec Region.

**Rick Burk** also shared his feelings of renewed hope. His expectations were to be with all four partners and this had indeed transpired today. Although the work ahead is difficult, he expressed the great hope he has in the future as all partners will be together in their efforts to come up with a better contracting model. Rick is confident in the capacity of the partners working together to be able to resolve the issues at hand. He concluded that it had been a great privilege for him to have been a part of the day's activities with all those participating.

## **ANNEX 1 — List of irritants in order of importance**

### **I. FINANCIAL CONDITIONS**

- Contractor collects set amount (maximum of 7%) from the institutional chaplain's contract
- Civil and professional liability insurance (who should incur the costs?)
- Additional auto insurance for use of CSC motor vehicles
- Resourcing other than yearly activities planned by the regional chaplain (no budget)
- No budget for development of new knowledge
- Chapel budget (how much and who should manage it?)
- Institutional budget for chaplaincy services (does it exist and how much is allocated by CSC?)
- Limited pay scales (only five levels in the current contracts)

### **II. ABSENCE OF STANDARDS AND EQUITY IN WORKING CONDITIONS**

- Non-compliance of contracts due to varying contractor operations and the differing status of institutional chaplains (non-religious and clerics). Creation of a chaplain group due to the management style specific to each contractor.
- Sick leave: Current contract contains no specific standards.
- Overtime: Who do we report it to and can we accumulate it?
- Availability: Possible compensation or "missionary service"?
- Lack of knowledge about assessment criteria and lack of recognition of the experience of new institutional chaplains.

### **III. LACK OF CLARITY IN RELATIONSHIPS WITH CONTRACTORS, FAITH COMMUNITIES AND THE INSTITUTION**

- Relationship with contractor (what should it be?)
- Relationship with the faith community that delivers the pastoral mandate or that recognizes the person's aptitude for work in prisons (what type of communication?)
- Relationships with institutional authorities (who should the chaplains report to?)

### **IV. LACK OF JOB SECURITY**

- Lack of job security for chaplains due to the federal public service's new requirement to advertise the position after five years of service (possibility of "second ballot" or job loss for chaplain).
- Absence of a collective agreement or association to protect chaplains' interests.

**V. NON-INVOLVEMENT OF CHAPLAINS IN THE NEGOTIATION PROCESS (PURPLE)**

- Chaplains do not participate in the contract negotiation process with contractors
- Specific details of the contract between the contractor and CSC (the resident chaplain does not receive a copy signed by the parties)

**VI. LACK OF TRANSPARENCY CONCERNING THE MANAGEMENT OF BUDGET SURPLUS**

- When there is a budget surplus for a chaplain position, where does the surplus go?
  - To the region?
  - To the institution?
  - To the contractor?