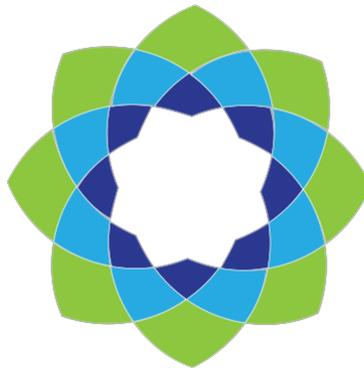


**RATIFICATION DOCUMENT  
COMPREHENSIVE REPORT**



**Community Social Services Bargaining  
Association**

**E&OE**

The multi-union Community Social Services Bargaining Association (CSSBA) has reached a tentative agreement for over 15,000 union members working in community-based social services across the province.

The three-year tentative agreement includes general wage increases in each year, and a significant amount of money for low-wage redress. The compensation achieved in this agreement will help remedy the recruitment and retention challenges in the community social services sector, and will significantly close the wage gap with workers in equivalent positions in the health sector.

The multi-union CSSBA entered into early contract negotiation discussions with the Community Social Services Employers' Association (CSSEA) to try and find common ground and reach a reasonable settlement for Community Social Services workers that would address the issue of wage comparability with the health sector.

Early coordinated bargaining took place in the Community Health Sub-Sector and for B.C. Government employees at the same time, leading to tentative agreements in those sectors as well.

We have always maintained that Community Social Service workers are the lowest paid in the entire public sector, and have faced a decade of declining wages. Moreover, in a large majority of cases, the work in the Community Social Services sector is comparable to the work done in the health sector, yet our members are continuously paid less for similar work.

Our bargaining priorities were therefore focused on improving wages and working conditions in our sector to start catching up to the wages in Health.

All of the changes negotiated in these agreements were carefully considered, and meet the provincial government's key priorities:

- Making life more affordable;
- Delivering services that people count on; and
- Building a strong sustainable economy.

As highlighted in this document, you will see that a significant amount of money was added to your collective agreement to address the wage gaps between our sector and health. We also have access to monies to improve other areas that you identified as priorities in this round of bargaining.

This tentative agreement is for all three sub-sectors: Aboriginal Services (AS), Community Living Services (CLS), and General Service (GS).

Below is a comprehensive report with the full language changes. Bolded and underlined language means new; words or sentences that have a line through them are deleted. Any explanations offered with respect to the provisions will be identified in comments below.

Except for the changes seen in this document, all other provisions within the AS, CLS and GS collective agreements remain the same.

This tentative agreement will come into full force and effect on April 1, 2019.

The CSSBA is recommending a Yes vote to accept the terms of the tentative agreement.

### Aboriginal Services Only:

Use of the term "*Aboriginal*"

- Change the name of the Collective Agreement from "*Aboriginal Services Collective Agreement*" to "**Indigenous Services Collective Agreement**".
- Change "*Aboriginal*" to "**Indigenous**" anywhere it is found in the collective agreement apart from any references to legislation or documents from external sources.

Use of the term "*Master Agreement*"

Change "*Master Agreement*" to "**Public Service Agreement**" anywhere it is found in the collective agreement.

## **ARTICLE 24.3 – APPOINTMENT POLICY**

### **24.3 Appointment Policy**

(a) In filling vacancies, the determining factors will be seniority, ability, performance, **cultural competence**, and relevant qualifications. These ~~four~~ **five** factors will be given equal weight. Where these factors are relatively equal, seniority will be the determining factor. ~~However:~~

(1) ~~seniority will play a lesser role in the case of promotion to a supervisory position; and~~

(2)

(b) ~~In filling supervisory vacancies, the determining factors will be ability, performance, **cultural competence**, and relevant qualifications. These ~~three~~ **four** factors will be given equal weight. Where these factors are relatively equal, seniority will be the determining factor.~~

(c) ~~Where the ability, **cultural competence**, qualifications and performance of the internal applicants is clearly insufficient for a posted position, the Employer may appoint an external applicant with the required ability and qualifications whose references indicate a suitable level of performance.~~

(b) In this article, "performance" means a reasonable assessment of an applicant's fulfilment of their relevant job related duties only, including evaluation reports. It does not include those employee records older than 18 months that must be removed from an employee's file in accordance with Article 11.4(d) (Right to Grieve Other Disciplinary Action).

**The inclusion of the cultural competence criteria in Article 24.3 will become effective no later than July 1, 2019.**

*Note: the following MOA is new and has not been assigned a number in the collective agreement yet. Except for the title, the new language is underlined only.*

**LETTER OF AGREEMENT XX (NEW)**  
**RE: Cultural Competencies**

The parties agree that the following items may be placed by either party as agenda items for discussion at the Labour Management Committee pursuant to Article 8.3 of the Collective Agreement for the duration of this collective agreement:

1. Legislative, Policy, and Practice Standard Provisions for Indigenous Children and Families (eg. AOPSI Practice Standards) (for discussion of current practices, challenges with compliance, suggested solutions, and sharing of best practices);
2. Cultural practices and how they may be integrated with Legislative, Policy, and Practice Standard Provisions for Indigenous Children and Families, recognizing the diversity of Indigenous peoples, and the provision of services appropriate to the client's culture. The labour management committee will consider and where appropriate establish and/or access a cultural committee by mutual agreement, to include excluded staff, bargaining unit employees, knowledge keepers and elders, and selected persons from the community(ies) being served to assist employees working directly with clients to improve and develop their cultural competence in serving those clients; and
3. how to best develop and implement safe client/resident care and Indigenous child safety and family preservation practices.

Upon request, the Employers will provide a status report to the BCGEU and CSSEA.

This letter will expire upon the termination of the 2019 to 2022 Collective Agreement unless the parties agree to continue it.

**Comments:** *The parties agreed to introduce language on cultural competence as a means to highlight the importance of connection to Indigenous culture when supporting Indigenous families and communities.*

**APPENDIX A1**  
**Wage Grid For Delegated Programs**

**E. Social Worker Classifications**

1. The parties agree that the Growth Series within the Aboriginal Delegated Social Worker Progression (ADSWP) will be dependent upon actual hours paid while in a delegated position. Any hours

worked in a non-delegated position will not apply to progression on the ADSWP. Despite the foregoing, the Employer may, in its discretion, place a newly hired employee at any step above the starting wage step in the ADSWP classification but no higher than Step 1 of the Aboriginal Delegated Social Worker Working Level classification, based on recent, relevant work experience.

**Comments:** *The parties added additional language to highlight the employer's ability to account for an applicant's previous experience. The intention behind this was to provide a mechanism to address recruitment and retention concerns in the Sector.*

**LETTER OF UNDERSTANDING #7**  
**Re: Workload Review Committee**

*between*  
*Vancouver Aboriginal Child and Family Services Society (VACFSS)*  
*and*  
*B.C. Government and Service Employees' Union (BCGEU)*

The Labour Management Committee at Vancouver Aboriginal Child and Family Services Society (VACFSS) will be expanded for purposes of constituting a workload review committee. The expansion will consist of one person appointed by the BCGEU and one person appointed by CSSEA.

The purpose of the review is to assess workload levels, determine contributors to workload increases, identify tools and ideas to address workload.

The committee will consider the responsibility of supervisors and managers to ensure that employees perform their duties in accordance with Legislative requirements: *Child, Family and Community Services Act (CFCSA)*, Aboriginal Operational Practice Standards and Indicators (AOPSI), Employer Policies and Procedures, and to ensure that procedures are in place to address statutory service demands.

The committee will also have the authority to consider topics that include challenges in relation to and strategies to improve upon:

- social worker delegation education processes
- stability and continuity of supervision
- supervisory support and mentorship
- stability and continuity of line staff including minimum placement periods
- recruitment and orientation of new hires
- participation of knowledge keepers and elders in quality services
- effective functioning of the committee

The committee will make initial recommendations to the Employer and Union no later than ~~November 1, 2015~~ December 31, 2018, and include the tracking of initiatives already in place. The committee will continue for the term of the collective agreement to discuss emerging challenges and discuss recommendations to address them. The committee will share its reports with other Employers party to the collective agreement in an effort to share wise and evidenced-based practices and promote dialogue between agencies on this topic, and so that the other agencies may assess these practices in relation to addressing their own workload challenges.

**Comments:** *The parties renewed the Letter of Understanding specific to VACFSS. Additional language was added to identify the parameters of the committee as well as provide opportunities for other Indigenous agencies to share their experiences with workload.*

### Information Appendix G – ~~Aboriginal~~ Indigenous Alternate Dispute Resolution Process Guidelines

#### Peacemaking Circles

A peacemaking circle ~~The Indigenous Alternate Dispute Resolution Process (IADRP)~~ is a process that brings together individuals who wish to engage in conflict resolution, ~~healing, support, decision making or other activities in which honest communications, relationship development, and community building are core desired outcomes.~~

~~Circles offer an alternative to contemporary meeting processes that often rely on hierarchy win-lose positioning and approaches to relationships and problem solving.~~

Circles IADRP intentionally creates a sacred space to work towards that lifts barriers between people, opening fresh possibilities for connection, collaboration and mutual understanding. ~~The process works because it brings people together in a way that allows them to see one another as human beings and talk about what matters.~~

Circles IADRP can be understood in terms of the values and principles upon which they it operates, and the structures they used to support these values and principles.

**Values and Principles** – Though each circle IADRP develops its own values and principles, all peacemaking circles IADRP generally:

- are designed by those who use them
- are guided by a shared vision
- call participants to act on their personal and shared values
- include all interests, and are accessible to all
- offer everyone an equal, and voluntary, opportunity to participate
- take a holistic approach, including the emotional, mental and physical and spiritual
- maintain respect for all
- encourage exploring instead of conquering differences
- invite accountability to others and to the process

**Structure** – Circles IADRP provides effective support to groups seeking to stay on course with the values and principles they have established for their circle process. These processes may vary according to custom.

The circle process. Healing Circles informed by cultural protocol are one example of IADRP is "simple but not easy" and must be experienced to be fully grasped and replicated. However, there are some key structures that help to define a circle them.

- ~~The meeting space is the most visible structure.~~ Participants are seated as dictated by custom in a circle focusing on the centre where symbolic objects cultural medicines may be are placed to remind participants of values shared among those in the circle.
- A talking piece is used as a way to ensure respect between speakers and listeners. The talking piece is passed from person to person ~~within the circle~~ and only the person holding the piece may speak.

- ~~Two~~ **A designated and mutually agreed person will act as "keepers"**, of the circle have been identified. The keepers **to** guide the participants and ~~keep~~ **maintain** the circle as a safe space. While it is possible to have only one keeper, generally a team of two is preferable.
- Ceremony and ritual **Cultural protocol and custom** are used to create safety, **understanding and collaboration**.
- ~~Consensus decision making honours the values and principles of peacemaking circles and helps participants to stay grounded in them.~~

Benefits of **IADRP** Circles – ~~Circles strengthen relationships and~~ **Some of the benefits of IADRP are that it:** and build community. They do so through the process they use to deal with specific issues around which a peacemaking circle might be called. As they experience circles, participants begin to development the physical, mental, emotional and spiritual habits of peacemaking. The circle process helps to shift old patterns in how individuals and communities interact, a shift that over time become reflected in interactions outside the circle. Circles:

- ~~builds~~ relationships
- ~~fosters~~ open dialogue
- ~~encourages~~ values based action
- ~~provides~~ a space to acknowledge responsibility
- ~~facilitates~~ innovative problem solving
- ~~addresses~~ the deeper causes of conflict
- ~~empowers~~ participants and communities
- ~~breaks~~ through isolation
- ~~brings~~ healing and transformation

~~When to Use Peacemaking Circles— There are different reasons for bringing people together, and so circles are used for different purposes. Circles may be called for conflict, talking, healing, brainstorming and management, court related issues, art, support, and family issues. Circles are appropriate in business, family, judicial, social service, artistic and other settings.~~

~~Circles are effective in any group settings in which there is a desire for:~~

- ~~healing rather than coercion~~
- ~~individual and collective accountability rather than only individual accountability~~
- ~~democratic, egalitarian and spiritual values~~
- ~~focusing on the commonalities, instead of the differences, between people~~
- ~~building community~~
- ~~individual and collective change and transformation~~

**Comments:** *The parties agreed to broaden the alternate dispute resolution language to acknowledge the diversity among Indigenous communities and to allow various cultural specific alternate dispute processes to be utilized.*

### **For Aboriginal Services, Community Living and General Services:**

Housekeeping change in Table of Contents for General Services to include:

- 20.8 – Compassionate Care Leave
- 26.13 – Criminal Record Check

## 1.4 Use of Terms

### (a) ~~Masculine and Feminine~~

~~The masculine or feminine gender may be used interchangeably throughout this agreement. Wherever one gender is used it will be construed as meaning the other if the facts or context so require.~~

### (a) Gender Neutral Terms

**Throughout this agreement, gender neutral terms will be used. (Note: parties to make consequential amendments throughout the collective agreement.)**

### (b) *Singular or Plural*

Wherever the singular is used the same will be construed as meaning the plural if the facts or context so require.

## 1.5 No Discrimination

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

The Employer and the Association of Unions agree that there will be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, gender identity **or expression**, or criminal or summary conviction that is unrelated to the employment of that person.

## 2.2 Other Definitions

**(g) "Gender Expression" means how a person presents their gender. This can include behaviour and appearance, including dress, hair, make-up, body language and voice. This can also include name and pronoun, such as he, she, or they. How a person presents their gender may not necessarily reflect their gender identity.**

**Comments:** *The above changes were to include gender-neutral terms in the collective agreement.*

## 9.10 Amending Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing. Where a grievance or a reply is presented by mail it will be deemed to be presented on the day on which it is postmarked and it will be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union. Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate will be by priority courier, ~~or~~ facsimile **or electronic communication, as appropriate.**

## 10.1 Notification

Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 9 (Grievances), notify the other party within 30

days of the receipt of the reply at the third step, that the grievance is to be submitted to arbitration. Such notice will be by priority courier, ~~or by facsimile~~ or electronic communication, as appropriate.

### MOA #1 – Re: Local Issues

3. Notice to negotiate local issues must be sent by facsimile, ~~or~~ priority courier or electronic communication, as appropriate no later than September 30<sup>th</sup> the year before expiry of the collective agreement. Negotiation of local issues will be conducted anytime between October 1<sup>st</sup>, and the expiry of the collective agreement.

6. All local issues agreements that are not agreed upon will be referred to Interest Arbitration before Brian Foley Julie Nichols.

### 2.2 Other Definitions

**(h) "Electronic Communications" means electronic transmission of information that has been encoded digitally which could include, but is not limited to, email.**

*Comments: The parties agreed to add "electronic communications" to the above clauses to acknowledge the use of technology in correspondence. We also updated the expedited arbitrator under MOA #1 – Local Issues.*

### 9.13 Policy Grievances

#### **(a) Employer-Specific Grievances**

Where either party disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute will be discussed initially with the Employer or the Union, as the case may be, within 30 days of the occurrence.

Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 10 (Arbitration).

#### **(b) Sector-Wide Policy Grievance**

**Where a difference arises between the CSSBA and CSSEA involving an interpretation of the collective agreement or the general application or administration of the collective agreement, the dispute will be discussed by CSSBA and CSSEA within 30 days of the occurrence.**

**Where no satisfactory resolution is reached, a sector-wide policy grievance may be filed in writing identifying the nature of the difference, the articles alleged to be violated, and the remedy or correction sought.**

**Failing resolution, either party may submit the difference to arbitration pursuant to Article 10 within a further 30 days of the grievance.**

*Comments: The parties agreed to clarify the process for filing policy grievances, by differentiating between employer-specific grievances, which would be filed by a single or multi-union agency, and sector-wide grievances that would be filed by the bargaining association.*

#### 11.4 Right to Grieve Other Disciplinary Action

(d) Any such document, other than official evaluation reports, will be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. **Where an employee takes a consecutive paid or unpaid leave of absence that in total exceeds two months within the 18 month period, the 18 month period will be extended up to the period of time in excess of two months, with the agreement of the Union. The Union will not unreasonably deny the extension. Approved vacation and maternity and parental leaves are the only exceptions that will not count toward the two (2) month threshold.**

*Comments: The parties agreed to a process for addressing discipline when an employee is on a long-term absence from work.*

#### 11.8 Probation

(d) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three months. **Following discussion with the Union, the Union will not unreasonably deny the extension.**

*Comments: The parties agreed to clarify current practice regarding the extension of probation to ensure that employees succeed in new positions.*

#### 13.2 Pre-Layoff Canvass

(a) Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruption to clients and staff, **as well as whether a pre-layoff canvass of employees is necessary or advisable and may be waived. If the pre-layoff canvass is not waived, then P**prior to the layoff of regular employees under Article 13.3 (Layoff), the Employer will canvass employees in order to invite:

- (1) placement on the casual call-in and recall lists with no loss of seniority; or
- (2) early retirement; or
- (3) other voluntary options, as agreed to by the Union and the Employer.

Where more than one employee expresses interest in one of the above options, they will be offered to qualified employees on the basis of seniority.

*Comments: The parties agreed to clarify the current practice for pre-layoff canvass and encourage discussion between the parties prior to canvassing members.*

#### 16.8 Callback Provisions

(a) Employees called back to work **at an Employer's worksite**, to work overtime will be compensated for a minimum of two hours at applicable overtime rates.

These employees will receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives her automobile to work, the vehicle allowance from the employee's home to the Employer's place of business and return. The minimum allowance will be two dollars.

**(b) Employees who are required to work without being called back to attend at the Employer's worksite (e.g. fielding telephone calls) will be compensated at one and one-half times (1.5x) the normal rate of pay for thirty (30) minutes or portion thereof for every call-back or for the actual duration of the work if it exceeds thirty (30) minutes.**

*Comments: The parties agreed to add language to the collective agreement that accounts for remote work when an employee is on standby and is called back to do work that does not require them to return to their worksite.*

**17.1 Paid Holidays (For CLS/GS Only)**

The Employer recognizes the following as paid holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Any other holiday proclaimed by the federal or provincial governments will also be a paid holiday.

**Employees shall be entitled to National Indigenous Peoples Day in lieu of Easter Monday and/or Boxing Day if their worksite is open.**

*Comments: The parties agreed to include National Indigenous Peoples Day under this clause for Indigenous employees that work in non-Indigenous agencies.*

**18.1 Annual Vacation Entitlement**

(b) Employees with one or more years of continuous service will have earned the following vacation with pay:

(1)	1 year's continuous service .....	15 workdays	<b><u>6.0%</u></b>
(2)	2 years' continuous service.....	15 workdays	<b><u>6.0%</u></b>
(3)	3 years' continuous service.....	16 workdays	<b><u>6.4%</u></b>
(4)	4 years' continuous service.....	17 workdays	<b><u>6.8%</u></b>
(5)	5 years' continuous service.....	18 workdays	<b><u>7.2%</u></b>
(6)	6 years' continuous service.....	19 workdays	<b><u>7.6%</u></b>
(7)	7 years' continuous service.....	22 workdays	<b><u>8.8%</u></b>
(8)	8 years' continuous service.....	23 workdays	<b><u>9.2%</u></b>
(9)	9 years' continuous service.....	24 workdays	<b><u>9.6%</u></b>

(10)	10 years' continuous service.....	25 workdays	<b><u>10.0%</u></b>
(11)	11 years' continuous service.....	26 workdays	<b><u>10.4%</u></b>
(12)	12 years' continuous service.....	27 workdays	<b><u>10.8%</u></b>
(13)	13 years' continuous service.....	28 workdays	<b><u>11.2%</u></b>
(14)	14 years' continuous service.....	29 workdays	<b><u>11.6%</u></b>
(15)	15 years' continuous service.....	30 workdays	<b><u>12.0%</u></b>
(16)	16 years' continuous service.....	31 workdays	<b><u>12.4%</u></b>
(17)	17 years' continuous service.....	32 workdays	<b><u>12.8%</u></b>
(18)	18 years' continuous service.....	33 workdays	<b><u>13.2%</u></b>
(19)	19 years' continuous service.....	34 workdays	<b><u>13.6%</u></b>
(20)	20 years' continuous service.....	35 workdays	<b><u>14.0%</u></b>

**Comments:** *The parties agreed to include the percentage of straight time paid hours that is accrued and paid out as vacation pay. (Percentages have yet to be confirmed.)*

### 18.3 Vacation Pay

Upon 21 days' written notice, a regular employee will be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of her regular paycheque issued during the vacation period.

**At the request of an employee, an Employer who grants vacation pay based on what is earned at the time of taking vacation, may exercise its discretion and advance up to two weeks of unearned vacation to employees to enable the employee to take a paid vacation earlier in the year. Should employment be terminated for any reason prior to the vacation advance being earned, the Employer will offset the unearned vacation advance against amounts owing to the employee.**

**Comments:** *The parties agreed to include an option for employees to advance up to two weeks of unearned vacation to take paid vacation earlier in the year. This means that members who have to earn vacation before they can take it will have more time to plan vacation for the year.*

### 18.4 Vacation Carryover

(a) A regular employee may carry over up to ~~five~~ **10** days' vacation leave per year. ~~except that such v~~  
**Vacation carryover will not exceed 10 days at any time. An employee will not receive pay in lieu of vacation time, except upon retirement or termination, or as requested by the employee in Article 18.XX. All vacation time not scheduled or designated for carryover by three months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.**

(b) A single vacation period, which overlaps the end of a vacation year, will be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year will not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

### 18.5 Vacation Schedules

- (a) Employees will submit their vacation requests to the supervisor on or before:
- (1) November 1<sup>st</sup> for the period January 1<sup>st</sup> through April 30<sup>th</sup>, and
  - (2) March 1<sup>st</sup> for the period May 1<sup>st</sup> through December 31<sup>st</sup>.

The Employer will approve the vacation schedules within two weeks of the closing dates for vacation requests. **Employees will have a further two weeks to raise any concerns with the Employer about any vacation that may not have been scheduled by seniority.**

(b) ~~An employee who does not exercise her seniority rights within two weeks of receiving the vacation schedule, will not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.~~ **Vacation requests submitted after the above closing dates will be considered on a first come, first served basis, provided such requests do not interfere with vacations approved in (a) above. The Employer will provide a written response within two weeks of the request and will make every effort to approve the request provided it does not unreasonably interfere with the operation of the Employer.**

**(c) All vacation time not scheduled, paid out, or designated for carryover by five months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.**

~~(e)~~ **(d)** An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise her seniority rights for that year only. However, every effort will be made to grant vacation at the time of the employee's choice.

**Comments:** *The parties agreed to clarify an employee's right to exercise their seniority rights for their choice of vacation, and encourage consultation with employees when they are unable to book vacation prior to the end of the calendar year.*

## 18.XX Vacation Pay Out (NEW)

**Where an employee requests in writing to have a specific number of vacation days paid out, and Employer agrees to the request, the Employer will issue pay in lieu of vacation. Pay in lieu of vacation, if agreed, will be granted only after a minimum of 15 days' vacation time has already been taken in the year.**

**Comments:** *The parties agreed to increase the amount of vacation days an employee can carry over into the next calendar year. We have also agreed to give members the option of being paid out vacation days, once they have taken a minimum of 15 days vacation time in the year.*

## 20.1 **Compassionate Bereavement Leave**

(a) **Compassionate Bereavement** leave of absence of three days with pay will be granted to a regular employee at the time of notification of death, upon applications to the Employer, in the event of a death of a member of the employee's immediate family. This will include parent (or alternatively stepparent or foster parent), spouse, common-law spouse, child, stepchild, brother, sister, ~~father-in-law, mother-in-law~~ **parent-in-law**, grandparent, grandchild, legal guardian, ward and relative permanently residing

in the employee's household or with whom the employee permanently resides. Up to an additional two days without loss of pay may be taken associated with travel.

**The above leave will apply to any employee's miscarriage or an employee's partner's miscarriage.**

**Comments:** *The parties agreed to change the title to Bereavement Leave so it is not confused with Clause 20.8 Compassionate Care Leave. We also agreed to replace "father-in-law" and "mother-in-law" to a gender-neutral term, as well as include language regarding leave for miscarriage.*

## 20.2 Special and Other Leaves

Where leave from work is required, a regular employee who has completed probation will be entitled to special leave without pay to a maximum of 10 days per year for the following:

- (a) Marriage of the employee ..... five days;
- (b) Birth or adoption of the employee's child ..... two days;
- (c) Serious household or domestic emergency including illness in the employee's immediate family ~~where no one in the employee's home other than the employee can provide for the care of the ill immediate family member~~ ..... up to two days;
- (d) Attend wedding of employee's child ..... one day;
- (e) Moving household furniture and effects ..... one day;
- (f) Attend their formal hearing to become a Canadian citizen ..... one day;
- (g) Court appearance for hearing of employee's child ..... one day;
- (h) Where the employee is experiencing domestic violence .....up to three days;**

~~(h)~~**(i)** An employee is entitled to up to five days of unpaid leave during each employment year to meet responsibilities related to:

- (1) the care, health or education of a child in the employee's care, or
- (2) the care or health of any other member of the employee's immediate family;

~~(i)~~**(j)** In the event of the death of the employee's friend or other relative or to attend as a pallbearer or mourner, the employee will be entitled to leave for up to one day for the purpose of attending the funeral or other ceremonial occasion.

Employees may utilize their vacation and paid banks, excluding sick leave, for the purposes of (c) and ~~(h)~~**(i)** above.

**Comments:** *The language now reflects the employee's right to choose who will deal with a serious household or domestic emergency, and a new provision of three days' leave for people who are experiencing domestic violence.*

## 20.8 Compassionate Care Leave

~~(a) An employee who has been approved for Employment Insurance Compassionate Care Benefits will be approved for an unpaid leave of absence-~~ **for up to 27 weeks to provide care of or support to a family member who is gravely ill and who has a significant risk of death within 26 weeks, as prescribed by the *Employment Standards Act*.**

**(b) Employees' service while on the above approved leave of absence for compassionate care will be deemed continuous with associated benefits provided, as prescribed by the *Employment Standards Act*.** ~~Employees waiting for approval of Employment Insurance Compassionate Care Benefits may be granted general leave as per Article 20.6 (General Leave).~~

**Comments:** *The parties agreed to update the current language to reflect the change in legislation for increased leave time and continuation of benefits.*

## ARTICLE 21 – MATERNITY AND PARENTAL LEAVE

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article will give at least four weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave will give four weeks' notice of such change unless there is valid reason why such notice cannot be given.

### 21.1 Maternity Leave

(a) The employee will be granted leave for a period ~~of not longer than 17~~ **consecutive** weeks.

(b) The period of maternity leave will commence not earlier than ~~11~~ **13** weeks before the expected date of delivery and ends no earlier than six weeks following the actual date of birth unless the employee requests a shorter period.

### 21.2 Parental Leave

(a) Upon application, an employee will be granted leave of absence for up to ~~37~~ **62** weeks following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

(b) Upon application, employees will be granted parental leave as follows:

(1) in the case of the birth mother, commencing immediately following the end of the maternity leave under Article 21 (Maternity and Parental Leave), **the employee is also eligible for a further leave of absence of 61 weeks,**

(2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, commencing within the ~~52~~ **78** week period following the birth of the child,

(3) in the case of an adopting parent, commencing within the ~~52~~ **78** week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.

(c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

#### 21.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 21.1 (Maternity Leave) and 21.2 (Parental Leave) in respect of the birth or adoption of any one child will not exceed ~~52~~ **78** weeks, except as provided under Article 21.1(f) (Maternity Leave) and or 21.2(c) Parental Leave.

**Comments:** *The parties agreed to update the current language to reflect the change in legislation for extended parental leave.*

#### 22.3 Joint Occupational Safety and Health Committee

(a) The Employer and the Union agree that policies and guidelines relating to safety and health will be recommended by the Committee. The Committee will meet at least once per month or, to deal with urgent situations, at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions including workload and ergonomic requirements with the aim of preventing and reducing risk of occupational injury and illness including related training.

Where warranted, and where an Employer has locations in more than one geographic area, a separate Joint Safety and Health Committee may be established for each of those geographic areas (see definition below)<sup>1</sup>.

(b) The Committee will be notified of each accident or injury and will investigate and report to the Union and Employer on the nature and cause of the accident or injury.

(c) Committee membership will be as follows:

(1) the Committee will be comprised of a minimum of two members appointed by the Union and two members appointed by the Employer. In no case will the Employer's members outnumber those of the Union.

(2) a chairperson and secretary will be elected from and by the members of the Committee. Where the Chairperson is an employer member, the secretary will be an employee member, and vice versa.

(d) ~~Employees~~ **Worker Representatives** who attend meetings of the Committee ~~as representatives of the Union~~ will be without loss of pay for the time spent on this Committee. **Time spent to prepare for meetings and fulfill other duties and functions of the committee, as outlined in section(s) 130 – 140 (Functions of Committee and Participation of Members) and 174 (Investigation Process) of the Workers Compensation Act, will be compensated as prescribed by section 134 of the Act.** Where the meeting ~~or required duties is held~~ **are conducted** outside the committee members' regular working hours, committee members will receive straight-time pay.

<sup>1</sup> *Geographic Area: A group of communities where it is practical for multiple locations to meet together.*

(e) All minutes of the Committee will be recorded in a mutually agreed format and copies will be forwarded to the union representatives of the Committee.

(f) A worker appointed by the Union as a workplace health and safety representative will be granted leave without pay to attend a union sponsored Workplace Health and Safety Training course.

(g) Each union committee member is entitled to an annual educational leave **as prescribed by section 135 of the Workers Compensation Act**, ~~totalling eight hours, or a longer period if prescribed by regulation,~~ without loss of pay or benefits for the purposes of attending occupational health and safety training courses conducted by or with the approval of WorkSafeBC.

**(h) Each new joint Occupational Health and Safety committee member and Worker Health & Safety representative selected following April 3, 2017 will receive training as outlined in section 3.27 of the Worker Compensation Occupational Health and Safety Regulation, without loss of pay or benefits.**

*Note: The following MOA is new and has not been assigned a number in the collective agreement yet. Except for the title, the new language is underlined only.*

#### **MEMORANDUM OF AGREEMENT XX (NEW)**

#### **RE: Provincial Occupational Health and Safety Council for Community Social Services**

#### **Between**

**Community Social Services Bargaining Association (CSSBA)**

#### **and**

**Community Social Services Employers Association (CSSEA)**

The parties agree to establish a Provincial Occupational Health and Safety Council ("Council") for the Community Social Services Sector by December 31, 2018.

Within one month of ratification of the collective agreements, the Community Social Services Employers Association (CSSEA) and the Community Social Services Bargaining Association (CSSBA) agree to establish a working committee to determine the governance structure of the Council.

The working committee will be comprised of five representatives appointed by CSSBA, five representatives appointed by CSSEA, and one representative from WorkSafeBC (WSBC).

While the working committee will have the authority to determine the governance structure of the Council the purposes of the Council will include the following:

1. examining the occupational health and safety risks and impacts in the Sector, including those relating to violence and harassment in the workplace, and the Psychological Health and Safety in the Workplace Standard;
2. conducting an annual gap analysis to inform the development of strategies to reduce the number of injuries and claims duration;
3. developing resources, delivering education/training, and promoting best practices on topics that include:

- a) Psychologically healthy and safe workplaces
- b) Violence or aggressive conduct in the workplace, including risk assessments
- c) Standards for JOSH committees, and
- d) Any other OHS topic that would be of material benefit to the Sector.

The Council's activities will be guided by the following principles:

1. It will identify provincial priorities, strategies or projects that utilize new or existing occupational health, safety and violence prevention initiatives to meet overall goals of workplace injury and illness prevention. It will seek out and collaborate with employees and employers, experts in the field, and other similar provincial level organizations, both to benefit from their experience and adapt successful strategies and resources, as well as to ensure coordinated and consistent approaches across the broader public sector, including with the Community Health Sector;
2. Provincial priorities, strategies or projects will be:
  - a) responsive to current Sector needs and be capable of being translated into practical applications at the worksite level;
  - b) based on the latest evidence and data;
  - c) Reflective of best occupational health and safety practices;
  - d) Have measureable performance expectations and an evaluation plan;
  - e) Supported by the Unions, Employers and CSSEA;
  - f) developed, implemented, and evaluated in consideration of available resources and a reasonable expectation of success.
3. It will make recommendations to the Joint Training Committee on joint educational opportunities.
4. It will collaborate with the Sick Leave, Illness and Injury Plans and Benefit Improvement Costs Committee (MOA 13) – (NOTE: WorkSafe BC Project); and
5. It will liaise regularly with, and submit reports and recommendations to, the Sector Committee on an annual basis.

**Comments:** *Safety and health for community social services workers was a strong focus at the bargaining table. The parties agreed to clarify and strengthen the language regarding the responsibilities of worker representatives and committee members. The parties also agreed to create a provincial council to work in collaboration with employers, employees and WorkSafeBC to deal with occupational safety and health matters that are important and particular to the sector. Topics that the Council will cover include risk assessments, best practices and developing resources and training on topics such as psychologically healthy and safe workplaces, violence or aggressive conduct in the workplace and standards for JOSH Committees.*

### **24.3 Appointment Policy**

- (a) In filling vacancies, the determining factors will be seniority, ability, performance and relevant qualifications. These four factors will be given equal weight. Where these factors are relatively equal, seniority will be the determining factor. ~~However:~~

**(b) In filling supervisory vacancies, the determining factors will be ability, performance and relevant qualifications. These three factors will be given equal weight. Where these factors are relatively equal, seniority will be the determining factor.**

~~(1) — seniority will play a lesser role in the case of promotion to a supervisory position; and~~

~~(2) —~~

**(c) Where the ability, qualifications and performance of the internal applicants is clearly insufficient for a posted position, the Employer may appoint an external applicant with the required ability and qualifications whose references indicate a suitable level of performance.**

~~(b)~~ **(d)** In this article, "*performance*" means a reasonable assessment of an applicant's fulfilment of their relevant job related duties only, including evaluation reports. It does not include those employee records older than 18 months that must be removed from an employee's file in accordance with **Article Clause 11.4(d)** (Right to Grieve Other Disciplinary Action).

**Comments:** *The parties agreed to language where seniority is only a tiebreaker in the case of supervisory positions. The parties have had a number of challenges resulting in a sector-wide policy grievance on the interpretation of the language under this clause. The parties agreed in good faith to clarify the language and resolve issues related to the selection process, and will continue to discuss issues that arise from application of this language in an effort to provide a clear and transparent process for members applying for vacancies.*

## 24.5 Trial Period

When a vacancy is filled by an existing employee, the employee will be confirmed in the new job after a period of three calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may extend the period for a further three months. If the employee is unable to perform the duties of the new job, ~~or if the employee wishes to return to her former position,~~ she will be returned to her former position and wage or salary rate without loss of seniority. **If the employee wishes to return to her former position, she will be returned to her former position and wage or salary rate without loss of seniority, up to a maximum of two times in a 12 month period. Extenuating circumstances will be discussed between the Employer and the Union.**

Any other employee promoted or transferred because of rearrangement of positions will be returned to her former position and wage or salary rate without loss of seniority. The trial period for part-time employees will be equal to three months of full-time, but in any event will not exceed six calendar months.

The trial period will be extended by an amount equal to any absences of the employee that occur during her trial period and that are greater than two weeks in duration. Employee absences may result in the trial period extending beyond the six calendar months referred to above. An extension does not affect the employee's entitlement to health and welfare benefits as per Article 27.1 (Eligibility).

The Union will be notified of any extensions to an employee's trial period.

**Comments:** *The parties have agreed to address unpredictable changes in the workforce and service delivery by limiting the number of times an employee can utilize the trial period within 12-months.*

## 24.8 Right to Grieve

Where an employee feels that she has been aggrieved by a decision of the Employer **under this Article except for Article 24.3(a)**, ~~related to promotion, demotion or transfer,~~ the employee may grieve the decision at Step 3 of the grievance procedure in Article 9 (Grievances) of this agreement within seven days of being notified of the **Employer's decision results. In advance of the Step 3 meeting, and for the purpose of investigating and assisting in the settlement of the grievance, the parties will exchange further particulars and documents for these purposes.**

## 24.9 Expedited Process

(a) Where an Employer has made a selection pursuant to Article 24.3 (a) (Appointment Policy) and the employee disagrees with the Employer's decision, the employee may grieve the decision under the process set out below within seven days of being notified of the results.

(b) *The dispute resolution process*

(1) The dates and locations for the hearing will be determined by the parties. The hearing will take place within 45 days of filing the grievance. **The parties will continue to discuss a resolution to the grievance prior to the hearing date.**

(2) The parties agree that the expedited process will be heard by ~~one of three expedited arbitrators: Brian Foley, Wayne Moore or Chris Sullivan,~~ **an expedited arbitrator listed in Appendix B – List of Arbitrators,** depending on availability and if availability is similar, upon agreement of the parties.

**(3) (move from clause (7)) The parties will meet to develop a Joint Statement of Facts. The Joint Statement of Facts does not preclude either party from leading evidence that is disputed** so long as the evidence meets the other guidelines of this protocol.

**(3)(4) The parties will disclose all information they intend to rely upon in relation to the selection dispute.** If there is a dispute over disclosure of documentation the parties may contact the Arbitrator by telephone conference call and request an order for disclosure.

**(4)(5)** The process is intended to be informal and expeditious and therefore, the parties agree not to use outside legal counsel for expedited hearings;

**(5)(6)** All presentations are to be short and concise;

**(6)(7)** Each case will begin with a comprehensive opening statement by each side;

~~(7) — The parties will meet to develop a Joint Statement of Facts. The Joint Statement of Facts does not preclude either party from leading evidence that is disputed so long as the evidence meets the other guidelines of this protocol.~~

(8) Prior to rendering a decision, the Arbitrator will assist the parties in mediating a resolution to the grievance

**Comments:** *The parties have agreed to clarify the process regarding grievances filed under Article 24 – Promotion and Staff Changes. This includes language to encourage discussions to resolve disputes before they are set for arbitration.*

#### 24.14 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee will be given ~~sufficient opportunity~~ **up to five (5) calendar days** after the interview to read, ~~and~~ review, ~~and sign~~ the evaluation. Whenever practical, evaluation interviews will take place during the employee's regular working hours. Where the evaluation interview is held outside the employee's working hours, the employee will be paid at the appropriate rate of pay. Provision will be made on the evaluation form for an employee to sign it. The form will provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee will sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. An employee will receive a copy of this evaluation report at the time of signing. An employee evaluation will not be changed after an employee has signed it, without the knowledge of the employee, and any such changes will be subject to the grievance procedure of this agreement.

**Comments:** *The parties agreed to clarify the language in terms of how long an employee has to read review and sign their evaluation reports.*

#### 27.1 Eligibility

Coverage for a regular employee under these Plans will commence on the first day of the month following the month in which the employee successfully completes her probation period.

Coverage for ~~an regular~~ employee in a trial period, **who did not have benefit coverage prior to being awarded a temporary or permanent position, will commence on the first day of the month following the month in which the employee completes work in her trial period,** not to exceed three months.

Coverage under the provisions of these plans will apply to regular full-time and regular part-time employees who are scheduled to work 20 regular hours or more per week.

**Comments:** *There is no substantive change to the language in this clause. The parties have clarified the language with regard to eligibility to benefits.*

#### 28.12 Required Certificates

Where the Employer requires an employee to be qualified to perform first aid duties, or required to hold certificates or licences, the cost of renewing the required certificate(s) will be borne by the Employer. Time spent at the course for certificates will be considered time worked and will be compensated at the appropriate rate of pay.

**This does not include the renewal of a Class 5 Driver's License.**

#### 26.9 Transportation Allowance (for CLS/GS only)

<u>Effective April 1, 2019</u>	<u>\$0.49</u>
<u>Effective April 1, 2020</u>	<u>\$0.50</u>
<u>Effective April 1, 2021</u>	<u>\$0.51</u>

#### 26.9 Transportation Allowance (for AS only)

<u>Effective April 1, 2019</u>	<u>\$0.52</u>
<u>Effective April 1, 2020</u>	<u>\$0.53</u>
<u>Effective April 1, 2021</u>	<u>\$0.54</u>

**Comments:** *Based on feedback from the majority of our members, the bargaining association agreed to exclude the renewal of Class 5 licences from this clause. This exclusion resulted in an increase to transportation allowance for our members as noted above.*

### INFORMATION APPENDIX A Long-Term Disability

#### Early Intervention Program (EIP)

The parties will follow policies and procedures set by the Community Social Services Early Intervention Program (CSSEIP)

- **the Program is jointly supported by both the Employers and Unions**
- the Employer refers an employee who has been ill or injured to the EIP provider
- the EIP provider determines the eligibility of the employee to participate in the program
- **once eligible, participation of the employee in the EIP is mandatory**
- **the Union will support the employee to participate in the Program in accordance with the CSSEIP policies and procedures**
- **It is understood that access to benefits may be at risk for employees who do not participate (reference the CSSEIP policies and procedures)**
- the EIP provider designs a return-to-work plan tailored to the employee's individual circumstances in consultation with the employee, Employer and Union i.e. integrating the employee back into the workplace with graduated or modified duties, job accommodation by the Employer within the provisions of the collective agreement
- the EIP provider monitors the progress of the employee and makes adjustments to the plan as needed to ensure a successful return to work
- ~~participation in the early intervention program is mandatory~~

### MEMORANDUM OF AGREEMENT #5 Re: Long-Term Disability Plan

5. The plan ~~will~~ includes an "early intervention" program.
6. Enrolment **and participation of employees** in the early intervention program ~~will be~~ **is** mandatory. **(see also Appendix A)**

**Comments:** *The parties agreed to incorporate language from the updated policies and procedures manual for the Community Social Services Early Intervention Program into Information Appendix A, and make housekeeping changes to the MOA #5 regarding Long-Term Disability.*

**For AS/CLS/GS:**

<b>Memoranda, Letters, Appendices and Information Appendices</b>		
<b>Number/Letter</b>	<b>Title</b>	<b>Notes</b>
MOA #1	Local Issues	Renew with amendment
MOA #2	Superior Benefits and Provisions	Renew
MOA #3	New Certifications and Variances	Renew
MOA #4	Professional Responsibility, Job Sharing and Work Location	Renew
MOA #5	Long Term Disability Plan	Renew with amendments
MOA #6	Health and Welfare Benefits Entitlement Threshold	Renew
MOA #7	Advance Payment of Group Life Benefits	Renew
MOA #8	Bargaining Unit Work	Renew
MOA #9	Joint Job Evaluation Plan	Renew
MOA #10	Continuity of Service and Employment	Renew with consequential amendments
MOA #11	Health and Welfare Benefits for Status Indians	Renew
MOA #12	Community Social Services Sector Committee	Renew
MOA #13	Sick Leave, Illness and Injury Plans and Benefits Improvement Costs	Renew
MOA #14	Benefits While on Certain Leaves of Absence	Renew
MOA #15	Precarious Work, Part-Time and Casual Employment Committee	Replace with New Sustainability MOA
MOA #16	Health and Welfare Benefits	Renew and amend dates
LOU #1	Impacts of Changes in Service Delivery	Delete and replace with New Sustainability MOA
LOU #2	Labour Adjustment, Education and Training Fund Memorandum	Renew with amendments for new funding
LOU #3	Joint Training	Renew with updates
LOU #4	Memorandum of Agreement #1 (Re: Local Issues)	Renew
LOU #5	Economic Stability Dividend	Delete
LOU #6	Memorandum of Agreement #9 (Re: Joint Job Evaluation Plan)	Renew
Info Appendix A	Group Benefits Plan Equivalency Provisions	Renew with consequential amendments
Info Appendix B	Unsafe Work	Renew
Info Appendix C	Maintenance Agreement and Classification Manual	Renew
Info Appendix D	Continuity of Service and Employment Memorandum	Renew with consequential amendments
Info Appendix E	List of Certifications in Each Bargaining Unit	Renew and update
Info Appendix F	Contact Information for Unions and CSSEA	Renew and update
Info Appendix G	Shared Fact Sheet	Renew

Info Appendix H	Information Required for Article 13.4 - Bumping Flowcharts Illustrating Article 13.4 Layoff and Recall	Renew
-----------------	--	-------

**For AS Only:**

<b>Memoranda, Letters, Appendices and Information Appendices</b>		
<b>Number/Letter</b>	<b>Title</b>	<b>Proposal</b>
LOU #7	Workload Review Committee	Renew with amendments
Info Appendix G	<del>Aboriginal</del> <u>Indigenous</u> Alternate Dispute Resolution Process Guidelines	Renew with amendments
Info Appendix H	Shared Fact Sheet	Renew
Info Appendix I	Information Required for Article 13.4 - Bumping Flowcharts Illustrating Article 13.4 Layoff and Recall	Renew

**Comments:** Memorandums need to be reviewed at each round of negotiations in order for them to remain part of the Agreement. Above you will see those that are deleted, renewed, renewed with amendments, updated or where consequential changes were made because of an adjustment within language that was negotiated in the tentative agreement.

*Note: The following Memorandums of Agreement are new and have not yet been assigned a number. The language under the titles are only underlined to indicate that the language does not already exist in the current agreement.*

**MEMORANDUM OF AGREEMENT XX (NEW)**

**Re: Dismissals and Mediation**

Whereas the parties wish to resolve as effectively as possible disputes arising out of dismissals;

And whereas the parties wish to codify their current practice in relation to the early resolution of these disputes;

The parties therefore agree as follows:

In the case of a dispute arising from an employee's dismissal, the grievance may be referred directly to mediation within 30 days of the date on which the dismissal occurred, or within 30 days of the employee receiving notice of dismissal. The parties are to appoint a mediator within 30 days of the written referral. If either the Employer or Union believe that mediation will not be effective in resolving the grievance, it may instead be filed directly at arbitration in accordance with Clause 9.11 (a) – Dismissal or Suspension Grievance.

This agreement will remain in effect until the expiration of the collective agreement.

**Comments:** *In the interest of finding a quick and fair resolve for employees who have been terminated, the parties have agreed to include language that encourages mediation as an optional first step in the dispute resolution process.*

**MEMORANDUM OF AGREEMENT XX (NEW)**  
**Re: Schedules to Meet Emerging Client Needs**

The parties acknowledge that service delivery models to community social services clients continue to evolve and new service needs may emerge that have yet to be supported by the parties under their collective agreement. The parties agree that it is a priority to facilitate access to services, and further agree that new types of scheduling provisions should be explored in order to deliver the community social services that clients need. After due consideration, the parties at the local level will take steps to implement effective schedules that they agree would support the delivery of services that people count on.

**Comments:** *In the interest of meeting the provincial government's key priority of delivering services that people count on, the parties have agreed to language that encourages discussions at the local level about schedules.*

**MEMORANDUM OF AGREEMENT XX (NEW)**  
**Re: Social Services Retention and Portability Clause**

**Preamble**

The parties have a desire to enhance the recruitment and retention and access to quality sustainable services to clients by offering certain benefits when regular employees move directly from a CSSEA-Member employer to another CSSEA member employer within the Community Social Services Sector.

**Employer participation**

Employer participation in this program is strictly voluntary and on a case by case basis. Where an employer chooses to participate in the portability program, the employee shall have noted in their letter of hire that the portability clause applies. To be eligible employees must have terminated employment with the previous CSSEA-member Employer in the previous 12 months.

**Portability**

Once hired, the new regular employee will serve a probationary period in accordance with Article 11.8. Upon successful completion of the probationary period, the employee will be credited with the portable benefits as follows:

(a) *Vacation - Article 18.1*

It is recognized by the parties, that any earned but unused vacation shall be taken or paid out by the previous CSSEA-member Employer prior to commencing employment with the new Employer. An employee's continuous service date will be adjusted to reflect her service with her previous Employer for the purpose of vacation entitlement.

(b) Wages – Appendix A

An employee's hours worked in the same or similar classification (determined by JJEP) as the one obtained with the new Employer will be recognized to determine the appropriate increment step under Appendix A – Wage Grid.

The term "hours" means:

- 1) Hours worked by the employee,
- 2) Hours of paid vacation,
- 3) Paid holidays,
- 4) Paid union leave up to 20 days per year.

The employee's wage will be placed on the appropriate step of the classification commensurate with her accumulated hours worked in that classification with the previous CSSEA-member Employer. The new employee's first day of employment becomes the increment anniversary date for the accumulation of hours required to move to the next step.

c) Municipal Pension Plan

Eligible employees will be brought within the scope of the Municipal Pension Plan in accordance with the Plan Rules.

**Benefits Not Portable**

For clarity, wage protection and benefits superior to those provided by the collective agreements shall not be portable, and Article 26.12 is not applicable.

**Terms of MOA**

The provisions of this memorandum will not apply to any other Article in the Collective Agreement and all other terms and conditions of the Collective Agreement remain unchanged.

Nothing in this memorandum fetters the Employer's right to hire non-CSSEA member candidates at a higher rate of pay in accordance with Article 26.12.

***Comments:** During the term of the agreement ending March 31, 2019, the parties signed a memorandum of agreement on portability for wages and vacation. We have successfully included portability language in the agreement as a first step in full portability across the sector.*

**MEMORANDUM OF AGREEMENT XX (NEW)**  
**Re: Sustainability in the Community Social Services Sector**

The parties acknowledge that service delivery models to community social services clients continue to evolve and new service needs may emerge. Funding constraints, service redesign, changing client needs, and recruitment and retention pressures have affected the work environment and the provision of services people in BC count on, with impacts on employees and employers.

The purpose of the committee will be to examine the effects of changes in service needs and delivery on employees and the continuity of care.

The mandate of the Committee includes discussion on:

- Orientation & Training (Emerging client needs eg. Complex Care)
- Administration of small contracts
- Service Delivery Models
- Sustainability and Stabilization
- Recruitment & Retention issues
- Exploring new types of scheduling provisions
- The use of Float Positions
- Additional item(s) the committee agrees is relevant

Makeup and Administration of the Committee the Committee will:

- (a) be made up of a minimum of three representatives appointed by CSSBA and three representatives appointed by CSSEA;
- (b) be co-chaired by one representative of CSSBA and one representative of CSSEA;
- (c) meet within six months of ratification, and twice per year thereafter or at the call of either party;
- (d) develop a reporting system;
- (e) Each side will pay their own expenses for activities related to the Committee;
- (f) The parties may invite participation of additional representatives with technical expertise and may also obtain external advice. Where the parties agree to obtain external advice, any related costs will be shared equally;
- (g) The committee will regularly report and make recommendations to be distributed to the Sector Committee;

Six months prior to the expiration of the collective agreement the Sector Committee will make recommendations to the bargaining principals.

**Comments:** *The parties agreed to a joint committee that replaces both the Sustainability Committee (current LOU #1) and Precarious Work Committee (MOA #15) to examine the effects of changes in service needs and delivery on employees and continuity of care.*

### **LETTER OF UNDERSTANDING XX (NEW)**

#### **Re: Non-Provincially Funded Childcare Positions Memorandums of Agreement**

The parties acknowledge that the Provincial Government is undertaking a process to make quality child care affordable and accessible to all British Columbians. As part of implementing an affordable universal child care program in British Columbia the Provincial Government has made a commitment to provide fair compensation for Child Care workers within the Province of BC.

The parties agree that access to quality child care is a priority. The parties agree to the following:

1. Within 60 days of the initial implementation of the Government's plan to enhance Child Care compensation, the parties will convene to ensure any additional government funding targeted for Child Care position compensation will be used to move towards matching (closing the gap) with the relevant Childcare wage grid in the Aboriginal Services Agreement, Community Living Agreement, and General Services Agreement (Appendix A) and /or other targeted compensation.
2. This may require the parties to reopen the locally negotiated agreements as it pertains to the Childcare positions targeted by Government for compensation increases.

The parties will reconvene within 60 days if any subsequent targeted funding for compensation from government is confirmed.

**Comments:** *In anticipation of changes coming from the provincial government's initiative on affordable childcare, the parties have agreed to close the gap in compensation for employees who are covered under agency-specific memorandums of agreement.*

### ARTICLE 32 - TERM OF AGREEMENT

Three-year term: April 1, 2019 to March 31, 2022.

### APPENDIX A – WAGES

**General Wage Increases (GWI) for all members under AS, CLS and GS will be as follows:**

- 1) Effective the first full pay period following April 1, 2019, 2.0% GWI
- 2) Effective the first full pay period following April 1, 2020, 2.0% GWI
- 3) Effective the first full pay period following April 1, 2021, 2.0% GWI

*Note: Wage protected employees will receive 50% of all general wage increases until their new wage rate meets or exceeds their existing wage rate in accordance with the collective agreement.*

### Low Wage Redress

The Community Social Services sector made significant gains for low wage redress in the amount of \$60 million. Within 30 days after ratification, the parties will convene their current joint Classification Technical Committee to review the compensation of CSSEA occupations similar to occupations under the Community Health Collective Agreement and CSSEA paraprofessional occupations similar to occupations under the Health Sector Collective Agreements. The review is to update the Joint Job Evaluation Plan (JJEP) and improve upon comparability with the health sector, while maintaining the JJEP classification system.

The committee will also look at:

- the impacts of increases to legislative minimum wage
- the value of the percentage adjustment for one statutory holiday for pay in lieu of Family Day for part-time and casual employees to be applied effective April 1, 2019.

Comparability adjustments will be divided equally in each year of the agreement and will be effective April 1, 2019, April 1, 2020 and April 1, 2021 – at the same time as general wage increases.

**Comments:** *We gained a significant amount of money for low-wage redress in this round of bargaining that will bring the community social services sector even closer to their comparable jobs in health, and we achieved pay in lieu of Family Day for part-time and casual employees. We will discuss in detail what the amount for low wage redress is in our ratification meetings.*

#### **Other compensation items:**

The parties have also agreed to additional compensation items that come out of a single funding envelope with a limited amount of monies as follows:

- Removing the \$10/visit reimbursement cap for paramedical services under the Extended Health Care Plan, effective April 1, 2021;  
**Comments:** *No more 8 bucks sucks!*
- Reviewing other enhancements to paramedical services and the Extended Health Care Plan, no later than April 1, 2021  
**Comments:** *The Joint Benefits Committee (MOA #16) will obtain costing data and make recommendations for benefit improvements post ratification. The decision of the bargaining association will be based on what the majority of members identified as priorities prior to going into bargaining.*
- Labour Adjustment Education Fund and funding for health and safety and violence prevention training;  
**Comments:** *The original fund from the 2012-2014 collective agreement has been exhausted. New money will be available for education and training for members in this sector.*
- Benefits Continuation for employees off on WorksafeBC Claims costing data.  
**Comments:** *The parties agreed that benefit continuation under 19.4 was important to the unions, but there was no data available to determine the costs associated with this ask. The parties have agreed to look at this under other compensation items and have also renewed MOA #14 Benefits While on Certain Leaves of Absence to recognize the importance of benefits continuation while on leave.*

#### **Compensation for the Aboriginal Services Sub-sector Agreement:**

##### **Wages**

Employees in non-delegated positions will be eligible for comparability adjustments under low wage redress.

Employees in positions equivalent to MCFD delegated programs will receive general wage increases as per the 18<sup>th</sup> Public Service Agreement, i.e. 2% GWI in each year.

Social Workers in Child Protection will be entitled to a Temporary Market Adjustment (TMA), which was negotiated into the 18<sup>th</sup> Public Service Agreement as follows:

- Effective April 1, 2019 – C6 Delegated Social Workers (Child Protection) at SPO 24 will receive a TMA of one grid to Grid 25; and
- Effective April 1, 2021 – C6 Delegated Social Workers (Child Protection) at SPO 24 will receive an additional one-grid TMA to Grid 26.
- Effective April 1, 2021, the Growth Progression for Delegated Social Workers to Full Working Level will see increases to each step as follows:

<p><b>Working Level</b> SPO 24 Grid 24, Step 1</p>
<p><b>SPO Growth Step 4</b> Grid <del>22</del> <u>23</u> 913 hours</p>
<p><b>SPO Growth Step 3</b> Grid <del>21</del> <u>22</u> 913 hours</p>
<p><b>SPO Growth Step 2</b> Grid <del>20</del> <u>21</u> 913 hours</p>
<p><b>SPO Growth Step 1</b> Grid <del>19</del> <u>20</u> 913 hours</p>

**Comments:** *This means that that as of April 1, 2019, when a C6 delegated social worker completes the required hours at SPO Growth Step 4 at Grid 23 will receive a bump in pay to Grid 25. As of April 1, 2021, when a C6 delegated social worker completes the required hours at Step 4, they will receive a bump in pay to Grid 26.*

**Maternity and Parental Leave Allowance**

Effective April 1, 2021, members will be entitled to maternity allowance up to 85% of the employee's basic pay, and parental leave allowance up to 75% of the employee's basic pay based on the language in the Public Service Agreement.