

**RATIFICATION DOCUMENT
COMPREHENSIVE REPORT**



**Community Social Services Bargaining
Association**

E&OE

COMPREHENSIVE REPORT

The Community Social Services Bargaining Association (CSSBA) represents roughly 19,000 union members across nine unions: BCGEU, CUPE, HEU, HSA, CSWU Local 1611, CLAC, USW 1-417, UFCW and BCNU. The CSSBA reached a tentative agreement with the Community Social Services Bargaining Association (CSSEA), representing approximately 200 employers in the community social services sector.

At the CSSBA bargaining conference held in January 2022, the unions identified members' top priorities for bargaining which were:

- Fair and equitable wage increases
- Monetary improvements that support front-line work
- Meaningful Indigenous recognition and Reconciliation
- Safer and healthier workplaces, including paid leaves and better access to mental health supports
- Language in the collective agreement that promotes and recognizes the diversity of members in the bargaining unit

This round of negotiations was unique in several ways.

Collaborative negotiations

We took a hybrid interest-based approach for main table bargaining and a collaborative approach for Indigenous Services. This meant that the parties could better understand what was important to each side and gave a pathway for the parties to step away from traditional, concessional bargaining. We managed to push forward member priorities and have hard discussions to reach agreement on changes in the collective agreement that may not have been achieved otherwise.

Prolonged discussions

This round of negotiations took a long time to reach a tentative agreement for several reasons. In previous rounds of bargaining, the bargaining association entered into early contract negotiations with strict timelines to reach a tentative agreement before the end of the term. This set of negotiations was impacted by what was happening at other public sector tables and because of the significant differences in interests between the unions and employers on major monetary priorities. The unions pushed for important monetary gains for members and stood firm on protecting union rights that we fought hard to achieve in previous rounds.

More than just wages

While wage parity with similar jobs in other public sectors remains a priority for the CSSBA, we fought hard to improve provisions in the collective agreement to support members so that they can support themselves and continue to work. Our biggest gain in this round was the restoration of 100% sick pay that was taken away from workers in this sector when the BC Liberal government came into power more than two decades ago. We also received an increase to transportation allowance for members who use their own vehicles to provide services offered by their agencies. We improved access to mental health supports. We gained standard language to create regular benefited positions. And so much more.

Meaningful language on diversity

Members in community social services work tirelessly to support individuals, families and communities across the province. Their passion and values rooted in social justice, basic and human rights and the work that they do for agencies across the province secured language that represents equality, diversity and is inclusive of all members. We also agreed to language to provide leave time for Indigenous workers across all three subsector collective agreements.

Indigenous Services

We entered into without prejudice collaborative discussions to put forward priorities from our members in the Indigenous Services subsector. Our shared priorities in this round for Indigenous Services workers were based on four things: the expansion of the definition of family for Indigenous workers, compensatory (wages and other monetary items) parity with the Main Public Service agreement, specific recognition for the Indigenous cultural competency required to provide programs and services that support Indigenous individuals, families and communities, and further Indigenization of the collective agreement. Through those discussions, we made some meaningful and historic gains as well as a commitment to continue improving the collective agreement in these areas going forward.

Your CSSBA Negotiating Committee engaged in a long and challenging set of negotiations and are pleased to present you with a tentative agreement for your consideration.

The following pages include the full tentative settlement with agreed-to language and comments to provide context.

Bolded and underlined 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 Community Living, General and Indigenous Services subsector agreements remain the same.

The CSSBA Negotiating Committee is recommending that members vote **yes** to accept the terms of the tentative agreement.

FOR ALL THREE SUBSECTOR COLLECTIVE AGREEMENTS (CLS, GS, IS)**Framework for Settlement Introduction**

The following Tentative Agreements in Community Social Services are reached in the context of and in support of the Government's three key priorities:

- ✓ Protecting the services people depend on
- ✓ Improving health care and preparing for future challenges
- ✓ Supporting a strong economic recovery that includes everyone

Further, progress was made on the parties' shared priorities:

- ✓ Indigenous recognition and reconciliation – ensuring progress on the Province's ongoing commitment to reconciliation (for Indigenous Services Division, but also for all in the Sector)
- ✓ Equity, diversity and inclusion – addressing gender equity and bias and striving to make all workplaces more inclusive and representative of the populations being served.
- ✓ Promoting anti-racism – making further strides towards a future where racism has no place at work.
- ✓ Mental health – ensuring there are adequate mental health supports to address the changing nature of today's workplace as highlighted by the pandemic.
- ✓ Occupational Health & Safety – continuing the focus on workplace safety, including with respect to ongoing safety measures needed to respond to the COVID-19 pandemic.

Accordingly, the parties agree to renew the three Community Social Services Collective Agreements (Indigenous, Community Living and General Services) on the following basis:

1. TERM

3-year agreement: April 1, 2022 to March 31, 2025

2. WAGE ADJUSTMENTS

The following general wage increase will be granted to all employees*:

- Effective the first full pay period following April 1, 2022:
 - Low Wage Redress of **\$22,366,929** (see below; this allocation to be applied first),
 - **\$0.25**/hour increase to all wage grids (to be applied second),
 - **3.24%** increase to all wage grids.
- Effective the first full pay period following April 1, 2023 – **5.5%** increase, **plus up to another 1.25% if the COLA clause ** as set out below is triggered,**
- Effective the first full pay period following April 1, 2024 – **2.0%** increase, **plus up to another 1.0% if the COLA clause ** as set out below is triggered.**

*An employee paid above the wage grid will be granted the same wage increases at that time when the wage grid meets or exceeds the employee's current wage rate for the classification. Until that time, their wage rates continue to be maintained at current levels, subject to receiving 50% of the above general

wage increases for the term of this collective agreement, in accordance with this Appendix. No other wage adjustments will be granted.

**** Cost of Living Adjustments (COLA):**

Add the following Memorandum of Agreement:

MOA RE COST OF LIVING ADJUSTMENT (NEW)

Definitions

“General Wage Increase” or “GWI” means the overall general wage increase expressed as a percentage.

“Cost of Living Adjustment” or “COLA” means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.

The “annualized average of BC CPI over twelve months” (AABC CPI) means the Latest 12-month Average Index % Change reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The “Latest 12-month Average Index”, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The Latest 12-month Average Index % Change is reported publicly by BC Stats in the monthly BC Stats Consumer Price Index Highlights report. The BC Stats Consumer Price Index Highlights report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

COLA

The COLA will be applied as applicable to the GWI effective on the first pay period after April 1, 2023 and April 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Wage Schedule – Grids.

April 2023

If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, on the first pay period after April 1, 2023 the April 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

April 2024

If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, on the first pay period after

April 1, 2024 the April 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.

Comments: The parties agreed to make retroactive payments to all past and present employees on general wage increases to April 1, 2022.

3. LOW WAGE REDRESS

Within thirty (30) days after ratification, the parties will convene their current ~~Joint~~ **Joint Classification Technical Committee (the Committee)** to review the compensation of CSSEA occupations similar to occupations under the **Facilities Community Health Collective Agreement** and CSSEA paraprofessional occupations similar to occupations under other Health Sector Collective Agreements. The review will be for the purpose of updating the JEP and improving upon comparability with the Health Sector, while maintaining the integrity of the JEP classification system.

The above review **will commence within 7 days of ratification and** must be completed **within 4 weeks.**

The expenditure resulting from the Committee's review must be fully utilized but cannot exceed a total ongoing amount at the end of the collective agreements of **\$22,366,929.**

Wage Rate Review – Comparability Wage Adjustments shall be determined using the following principles:

- **The Committee will refer to comparator occupations from the 2019 – 2022 Collective Agreements.**
- The difference in wage rates is adversely affecting the provision of service to clients
- There is a reasonable expectation that the comparability wage adjustment will reduce this adverse impact, and
- The comparability wage adjustment will not create additional demands in other sectors.

4. HEALTH SECTOR COMPARABILITY

As the Health Services and Support - Facilities Subsector has embarked on a new comparability initiative, \$4.1 million will be made available to support maintaining comparability in wage rates with that Subsector.

As the Health Science Professionals have also embarked on a new classification initiative, funding will be made available to support maintaining comparability in wage rates with the Health Science Professional Sector.

Comments: how monies are allocated for comparability with Facilities Health and Health Science Professionals collective agreements can only be done once they have completed their review of their classifications.

The parties will explore and discuss additional compensation items supported by available ongoing (\$0.08M) and one-time monies (\$3.95M) remaining in the bargaining mandate following the agreed-upon expenditures, and will discuss the cost savings from the centralized dispensary and preferred pharmacy network initiative. The additional compensation items are listed below and in no particular order:

- Further wage comparability
- Shift differentials
- Continuation of benefits while on leave for WCB
- Pay in lieu for part-time and casual employees
- Loan Forgiveness, Scholarships and Bursaries for Indigenous Services workers
- Leave for gender affirming care
- Adjustment to health and welfare benefits
- Other Training Fund
- Labour Adjustment and Education Fund
- Other mutually agreeable items

5. PAID LEAVES

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave Credits

(a) Premium Reduction

The following sick leave provision may be varied by mutual agreement between the Association of Unions and the Employer in the event further Employment Insurance premium reductions for eligible sick leave plans are attainable under the Employment Insurance Act.

(b) Sick Leave Credits

All employees, whether regular or casual status, after 90 consecutive days of employment shall be entitled to paid sick leave, in accordance with the Illness or Injury Leave provisions of the *Employment Standards Act*. The Act currently prescribes by Regulation up to five (5) days in each calendar year.

Additional sick leave may follow for regular status employees provided that the regular status employee has met all the eligibility and entitlement requirements under this Article. The sick leave benefits in this Article will be adjusted to be inclusive of any period of leave taken in the paragraph above (ie. Sick credits earned will be reduced by any period of leave taken in each calendar year).

Regular employees who have completed their probationary period will accrue sick leave credits at the rate of one day per month to a maximum of 156 days. Upon completion of their probationary period, an employee will be credited with sick leave back to the employee's starting date, **although the employee would be entitled to paid sick leave in accordance with paragraph 1 above after 90 consecutive days of employment.** Upon request, an employee will be advised in writing of the balance of their sick leave credits.

(c) **Effective April 1, 2024, e**Each sick leave day will be compensated at **100%** ~~80%~~ of the employee's regular rate of pay.

(d) All sick leave credits are cancelled when an employee's employment is terminated.

Note: Employees hired prior to April 1, 2004 will have their existing sick banks, as of April 1, 2004, converted at a ratio of one day = one point two five days credited to their sick leave credits. In the event that this adjustment results in an employee's sick leave bank exceeding 156 days, no further sick leave

accumulation will apply until such time as the sick leave bank falls below 156 days, in which case the employee's maximum accumulation will not again exceed 156 days.

Note: As of April 1, 2024, all sick bank credits accrued in employees' sick banks will be converted to maintain actual values of the credits (sick credits accrued multiplied by 80%).

Comments: 100% paid sick time was an entitlement that was stripped away during a different political climate. In addition to parity wage rates, restoration of this entitlement is one of many that the unions have been pushing to bring back to the community social services collective agreements. This was a significant gain that meets one of the top priorities that members put forward to the negotiating committee.

ARTICLE 20 – SPECIAL AND OTHER LEAVES

Standardize all Agreements as follows, as sourced from the revised IS Collective Agreement, with exceptions as written:

20.1 Bereavement Leave

(a) Bereavement leave of absence of three days with pay will be granted to a regular employee **for the purpose of grieving or attending a funeral, burial, or other ritual**, 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, **foster child, sibling, step-sibling**, ~~brother, sister, parent-in-law, grandparent, grandchild, legal guardian, ward and~~ **any person who lives with an employee as a member of the employee's family** ~~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 an employee's miscarriage or an employee's partner's miscarriage.

(b) When established ethno-cultural or religious practices provide for ceremonial occasions other than the ~~compassionate~~ **bereavement** period outlined above, the balance of the ~~compassionate~~ **bereavement** leave as provided above, if any, may be taken at the time of the ceremonial occasion.

(c) Such ~~compassionate~~ **bereavement** leave will be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When ~~compassionate~~ **bereavement** leave of absence with pay is granted, any concurrent paid leave credits will be restored.

(d) In the event of the death of the employee's friend, client they work with, co-worker or other relative of the employee will be entitled to ~~compassionate~~ **bereavement** leave without pay for up to one day for the purpose of attending the funeral or other ceremonial occasion.

Comments: The parties agreed to clarify language and add leave for miscarriage to the CLS and GS collective agreements. This addition already exists in the IS collective agreement.

20.2 Special Leave

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 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;~~

(reletter the remainder of this provision and make consequential amendments)

- (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;
- (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.
- (k) To attend/celebrate Indigenous spiritual/ceremonial events two days.**

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

20.XX Ceremonial, Cultural, and Spiritual Leave for Indigenous Employees (NEW)

Indigenous employees have a right to manifest, practice, develop and teach their spiritual and religious traditions, customs and ceremonies and may require leave from work to exercise these rights.

Definitions:

A ceremonial, cultural, or spiritual event under this section includes any event that is significant to an Indigenous employee’s culture. Examples of significant cultural events include, but are not limited to, Hobiye, Pow-wows, Sundance, participation in a sweat lodge, coming of age events, feasts or ceremonies held following a significant family event (including the death of a family member).

- (a) Advancing Reconciliation and following up on the Truth and Reconciliation Calls to Action, an Indigenous employee may request up to two (2) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous employee’s entitlement to leave under Article 20.1 - Bereavement Leave.**
- (b) Where an employee applies to attend, as a responsibility or obligation, an Indigenous spiritual/ceremonial event, the Employer will grant up to an additional two (2) days of paid leave per year provided:**

- (1) The employee takes or has taken two days unpaid leave pursuant to Clause 20.2(k);
- (2) The employee identifies in writing the spiritual/ceremonial event, the customary practice involved, and the employee's role in the event.
- (c) Where an Indigenous employee requires more than the days of leave as set out in this clause (l) above for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, an employee may draw from their available vacation and overtime banks, as applicable.

When requesting the leave, particularly for annual or recurring ceremonial, cultural, or spiritual events, the employee will provide as much advanced notice to the Employer as possible; for unexpected ceremonies or events, the employee will make every effort to provide at least seven (7) calendar days' notice of the leave.

Comments: The changes in 20.2 provide two additional unpaid days for employees to attend and celebrate Indigenous spiritual or ceremonial events. The combined changes in 20.2 and the new language in 20.XX gives Indigenous employees access to up to 6 days of leave. The concept of combining paid and unpaid leaves already exists in the IS collective agreement. The parties agreed to standardize the language for all three agreements on these leave provisions that support Indigenous recognition and Reconciliation.

20.XX Domestic and Sexual Violence Leave (New)

- (a) An employee will be granted leave as prescribed by the *Employment Standards Act*, Section 52.5.
- (b) Employees' service while on the above approved leave of absence will be deemed continuous with associated benefits as prescribed by the *Employment Standards Act*.
- (c) Casual employees shall not be required to be available for shifts as outlined above.
- (d) Paid leave for part-time and casual employees shall be determined by the formula in the *Employment Standards Act*.

For reference, a current link to the interpretation of the Act is below.

<https://www2.gov.bc.ca/gov/content/employment-business/employment-standards-advice/employment-standards/forms-resources/igm/esa-part-6-section-52-5>

Or scan QR CODE below:



Comments: The link to the section of the Act is here:

https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/00_96113_01#section52.5

It outlines a combination of 5 days of paid leave, 5 days of unpaid leave and an additional 15 weeks of unpaid leave.

6. OTHER MONETARY ITEMS

ARTICLE 17 – HOLIDAYS

The parties agree to add one (1) statutory holiday to Article 17.1 – Paid Holidays on September 30 of each year.

Amend the Community Living and General Services Collective Agreements only, as follows:

17.1 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	<u>National Day of Truth and Reconciliation</u>
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas 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 **and/or Louis Riel Day** in lieu of Easter Monday and/or Boxing Day if their worksite is open.

Amend the Indigenous Services Collective Agreement only, as follows:

17.1 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	<u>National Day of Truth and Reconciliation</u>
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas 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 and/or Louis Riel Day as paid holidays in lieu of Easter Monday and/or Boxing Day.

Note: the following amendments to add 0.4% to pay in lieu for National Day of Truth and Reconciliation for all collective agreements:

17.11 Paid Holidays for Part-Time Employees

- (a) Regular part-time employees will accumulate a paid holiday bank based on ~~4.6%~~ **5.0%** of their regular straight-time hours (effective April 1, ~~2019~~ **2023**) in each pay period including all additional hours worked.
- (b) When a paid holiday occurs, and where the employee's paid holiday bank contains sufficient hours, the employee will be able to draw from their paid holiday bank the hours required to cover the paid holiday or paid holiday lieu day. If the employee's paid holiday bank does not contain an amount sufficient to cover the holiday, the employee may opt to draw from their vacation or overtime banks to top-up pay for the holiday or take a day off without pay or with partial pay.
- (c) Participation in the "paid holiday bank" was determined by a vote of all employees on an agency by agency basis. Where the unionized employees chose not to participate in the "paid holiday bank" the part-time employees will receive ~~four point two per cent~~ **5.0%** of straight-time pay instead of a day off with pay.
- (d) For new certifications, the unionized employees will elect whether or not the agency will participate in the "paid holiday bank" by voting on the option. Once the election is made it is irreversible.

24.11 Temporary Vacancies

- (b) Casual employees may elect to maintain their ~~9.8% 10.2%~~ **10.6%** in lieu of vacation and statutory holidays for the duration of the temporary vacancy they are filling. Successful applicants who fill a temporary vacancy may apply for Article 27 (Health and Welfare Benefits) for which they are eligible, after three months in the temporary vacancy. Upon completion of the temporary work assignment, the employee's entitlement to the Health and Welfare Benefit plan will cease.

30.5 Paid Holidays and Vacation for Casual Employees

Casual employees will receive ~~10.2%~~ **10.6%** of their straight-time pay in lieu of scheduled vacations and paid holidays (Effective April 1, ~~2019~~ **2023**).

ARTICLE 26 – PAYMENT OF WAGES AND ALLOWANCES

Amend the Community Living and General Services Collective Agreements only, as follows:

26.9 Transportation Allowance

- (a) An employee who uses their own motor vehicle to conduct business, on behalf of and at the request of the Employer, will receive the following allowance per kilometre, **effective the first pay period following the date of CSSBA ratification:**

Effective April 1, 2019	49¢
Effective April 1, 2020	50¢
Effective April 1, 2021	51¢

61 cents per kilometre

Prior to submitting a claim, employees must accrue their mileage expenses until their claim is a minimum of \$10.

Amend the Indigenous Services Collective Agreement only, as follows:

26.9 Transportation Allowance

(a) An employee who uses their own motor vehicle to conduct business, on behalf of and at the request of the Employer, will receive the following allowance per kilometre, **effective the first pay period following the date of CSSBA ratification:**

Effective April 1, 2019	53¢
Effective April 1, 2020	54¢
Effective April 1, 2021	55¢

61 cents per kilometre

Prior to submitting a claim, employees must accrue their mileage expenses until their claim is a minimum of \$10.

INFORMATION APPENDIX A **GROUP BENEFITS PLAN EQUIVALENCY PROVISIONS**

Effective April 1, 2023, add to extended health plan:

- **psychologist** - fees of a registered psychologist, registered clinical counsellor or registered social worker up to a combined annual maximum of 80% of **\$1000** ~~\$500~~/person/calendar year

And add the following:

The Extended Health Plan will include access to an Employee and Family Assistance Plan (EFAP) which includes counselling and referral services.

MEMORANDUM OF AGREEMENT #15 **Re: Health and Welfare Benefits**

Definitions:

1. "Benefits" means: LTD, AD&D, EHC, Dental and Life;

"Employer" means any employer certified to the CSSEA bargaining unit;

"Joint Benefits Working Group" ("JBWG") means a committee formed by CSSEA, the CSSBA, and the government;

Formation of the JBWG

2. The parties agree to establish the JBWG by April 1, 2015 for the purpose of **the JBWG is to** monitoring and **making** recommendations to control the cost of benefits in the social services sector.

3. The JBWG will be comprised of an equal number of members appointed by CSSEA and by the CSSBA. In addition, the parties will invite the Ministry of Finance to appoint one member. The parties agree that they will not appoint any member to the JBWG who sits as a board member of any of the CSSBA benefit providers for health and welfare benefits.
4. The JBWG members will appoint a chair from within the committee. Each party will have the same number of votes and the Ministry of Finance appointee will have one vote.
5. The JBWG may invite subject-matter experts to its meetings.
6. Upon formation of the JBWG, CSSEA will provide all data the Committee determines to be required to support the work and decisions of the JBWG. CSSEA will request additional information as needed, or required thereafter, as requested by the JBWG.
7. All the parties and their respective members on the JBWG will maintain strict confidentiality in respect of the data.
8. The cost of participation in the JBWG will be borne by the respective parties.
9. By April 1, 2016 **2024** or a later date as agreed, the JBWG will recommend to the parties, including the funding ministries, general strategies to control the cost of benefits in the social services sector **and provide a report to the Sector Committee.**

Determination of the Fixed Percentage

10. "Fixed percentage" is the percentage that benefits are of the straight-time payroll on November 30, 2018 as determined by the JBWG. **This fixed percentage is agreed as follows:**

- **Community Living Services – 7.89% as of 2021**
- **General Services – 7.46% as of 2021 (note: 7.91% for 2020)**
- **Indigenous Services – 8.06% as of 2021**

The fixed percentage will remain in effect unless and until it is amended by negotiations for any renewal collective agreement.

11. ~~The wage figure to which the fixed percentage applies includes the end rates of the 2017/18 agreement year.~~

Mitigation

~~11. After March 31, 2019, if the cost of benefits exceeds the fixed percentage (as determined on November 30, 2018), **only the CSSBA representatives** of the JBWG will determine the necessary mitigation measures to restore the fixed percentage, **deciding** what cost savings measures to adopt, ~~On behalf of the JBWG, **and they will notify the CSSEA and government of their decision for implementation.** On behalf of the JBWG, only the CSSBA representatives will be entitled to decide what cost saving measures to adopt.~~~~

Comments: The monetary aspect of MOA 15 is related to the fixed percentage and cost containment agreed to by the parties. In this round of bargaining, the parties agreed to include the agreed-to percentages and adjust the numbers in the MOA to protect existing benefits.

MEMORANDUM OF AGREEMENT XX
Child Care Employees – Lump sum payment

\$2/hour will be paid to child care classifications as set out in the Early Childhood Educator Wage Enhancement Funding Guidelines for each hour paid by the Employer from September 21, 2021 to March 31, 2022. (Note that the 2018 and 2020 \$1/hour Wage Enhancements x2 were addressed by Low Wage Redress payments in the 2019 – 2022 Collective Agreements, and from 2022 onward, further Low Wage Redress payments are being made).

This lump sum payment will be paid to eligible employees in either provincially funded or non-provincially funded (NPF) programs, who:

- (1) are governed by the JJEP,
- (2) were otherwise eligible for the ECE Wage Enhancement of \$2 per hour payable to eligible Childcare Workers starting September 2021, and
- (3) did not receive the payments.

This lump sum payment will originate from a \$400,000 Fund (the “Fund”). Once the Fund is depleted, no further payments shall be required to be made by any employer. Should there be residual monies remaining in the Fund, it shall be redirected to the Other Training Fund.

LETTER OF UNDERSTANDING 5
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 child care wage grid in the Indigenous Services Agreement, Community Living Agreement, and General Services Agreement (Appendix A) and/or other targeted compensation.~~ **Within 30 days of a Government announcement of new or enhanced programs to increase compensation for child care workers, the parties will convene to resolve how the program can be used to increase the compensation for eligible childcare positions, taking into account such factors as:**

- **inequities experienced by employees covered by this Collective Agreement;**
- **maintaining the integrity of JJEP system; and**
- **other factors as they may arise.**

2. This may require the parties to reopen the locally negotiated agreements as it pertains to the child care positions targeted by Government for compensation ~~increases~~ **funding**.

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

7. LANGUAGE CHANGES

The following language changes are outlined in the order that they would appear in the collective agreements.

Territorial Acknowledgement (NEW)
(Location at front of collective agreements)

The parties acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded territories of the first peoples, and in particular the First Nations of this province, who have cared for and nurtured these lands from time immemorial. The parties acknowledge the pervasive and ongoing harms of colonialism faced by the First Nations, Métis, and Inuit peoples. These harms include the widespread systemic racism against First Nations, Métis, and Inuit peoples, as persons served and staff of British Columbia’s Community Social Services and other provincial service providers. We are committed to confronting and healing the systemic racism underlying these colonial systems in our province and community social services.

ARTICLE 3 – UNION RECOGNITION AND RIGHTS

3.10 Time Off for Union Business

(e) ~~Collective Bargaining~~

~~Time spent by employees who are members of the CSSBA Bargaining Committee will be without loss of pay for time spent in direct negotiations with the Employer with CSSEA for the renewal of this collective agreement. The application of this provision will be limited to a combined maximum of 125 workdays for the Community Living Services and the General Services Agreement.~~

and in the Indigenous Services Collective Agreement as follows:

(e) ~~Collective Bargaining~~

~~Time spent by employees who are members of the CSSBA Bargaining Committee will be without loss of pay for time spent in direct negotiations with the Employer with CSSEA for the renewal of this collective agreement. The application of this provision will be limited to a combined maximum of two workdays for the Aboriginal Services Division, as set out in the Community Services Labour Relations Act.~~

Note for the parties: In exchange for deleting Article 3.10(e), CSSEA will make a one-time contribution of \$20,000 to the CSSBA Training Fund.

ARTICLE 9 – GRIEVANCES

9.6 Step 3

The President of the Union, or their designate, may present a grievance at Step 3:

- (a) within 14 days after the reply has been conveyed to them by the representative designated by the Employer to handle grievances at Step 2; or
- (b) within 14 days after the Employer's reply was due.
- (c) **At this step of the grievance procedure, each party shall provide to the other copies of their supporting documents (see also Section 12 of the Shared Fact Sheet).**

9.9 Failure to Act

If the President of the Union, or designate, does not present a grievance to the next higher level within the prescribed time limits, or six months passes from the time the Union President, or designate informed the Employer of their intention to submit a dispute to arbitration, the Employer may enquire, in writing, by priority courier **or electronically** as to the status of the grievance **by referencing this provision**. If, within 30 days of receipt of such letter, the Union has not advanced the grievance to the next step or submitted the grievance to arbitration, the grievance will be deemed to be abandoned unless the parties mutually agree otherwise. However, the Union will not be deemed to have prejudiced its position on any future grievance.

9.13 Policy Grievance

(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. **The parties agree to appoint an arbitrator listed in Appendix B – List of Arbitrators, or another mutually agreed arbitrator.**

ARTICLE 10 – ARBITRATION

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, facsimile or electronic communication, as appropriate, be copied to a single CSSEA supplied email address.

10.2 Appointment of the Arbitrator

(a) Where a party has requested that a grievance be submitted to arbitration **and where the outcome would not be precedential to other parties to the Collective Agreement**, an arbitrator will be selected from the agreed upon list outlined in Appendix B – {List of Arbitrators}. The individuals will be appointed in rotation unless they are unable to schedule the hearing within 60 days in which case the next individual on the list will be appointed. **The rotation will be shared between the CSSEA and the CSSBA.** Where the parties mutually agree, an arbitrator who is not listed in Appendix B - {List of Arbitrators} may be appointed.

(b) Where a party has referred a grievance to arbitration and where the outcome would be precedential to other parties to the Collective Agreement, the parties agree to appoint an arbitrator listed in Appendix B – List of Arbitrators, or another mutually agreed arbitrator. If the parties are unable to agree on an arbitrator, they will seek the assistance of the Collective Agreement Arbitration Bureau to facilitate an appointment under Sections 83 and 86 of the Labour Relations Code.

(c) Should the parties dispute whether an arbitration referral should be made under (a) or (b) above, the dispute shall be referred immediately to Bob Pেকেles, or agreed upon alternate, who shall provide recommendations to the parties using the criteria above on whether the process under (a) or (b) applies.

The following changes to the arbitrator list in Appendix B are related to the above grievance and arbitration process:

APPENDIX B List of Arbitrators

Pursuant to Clause 10.2 (Appointment of Arbitrator), the following individuals will hear arbitration cases.

Emily Burke	Joan Gordon	Wayne Moore
<u>Corinn Bell</u>	John Hall	Bob Pেকেles
<u>Mark Brown</u>	Ron Keras	Vince Ready
Elaine Doyle	Judi Korbin	Chris Sullivan
Brian Foley	<u>Koml Kandola</u>	
Rod Germaine		

Expedited Arbitrators

Pursuant to Clause 10.9 (Expedited Arbitration) and Clause 24.9 (Expedited Process), the following individuals will hear expedited arbitration cases.

Corinn Bell	Robert Diebolt	Wayne Moore
Paula Butler	Brian Foley	<u>Julie Nichols</u>
<u>Koml Kandola</u>	Judi Korbin	<u>Chris Sullivan</u>
<u>Amanda Rogers</u>	<u>Ken Saunders</u>	<u>Megan Ashbury</u>

Comments: The parties agreed to update and diversify the list of third-party adjudicators under Appendix B – List of Arbitrators.

ARTICLE 11 – DISMISSAL, SUSPENSION AND DISCIPLINE

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 may 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 exceptions that will not count toward the two month threshold.

Comments: The parties agreed to clarify the existing language.

ARTICLE 12 – SENIORITY

12.5 Bridging of Service

If a regular employee resigns after the signing of this agreement as a result of a decision to care for a dependent child or dependent children, spousal illness or disability, or an aging parent and is re-employed with their former employer, upon application they will be credited with length of service accumulated at time of ~~termination~~ **resignation** for the purpose of benefits based on service seniority. The following conditions will apply:

- (a) the employee must have been a regular employee with at least two years of service seniority at time of ~~termination~~ **resignation**;
- (b) **the employee is able to demonstrate the reason for the resignation** ~~must indicate the reason for termination~~;
- (c) the break in service will be for no longer than six years;
- (d) the previous length of service will not be reinstated until successful completion of the probation period on re-employment.

ARTICLE 13 – LAYOFF AND RECALL

13.2 Pre-Layoff Discussions and 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 or~~ may be waived.

If the pre-layoff canvass is not waived, then prior to the layoff of regular employees under Clause 13.3 (Layoff), the Employer will canvass employees in order to invite **responses on one or more of the following options:**

- (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.

The Employer will copy the Union on the pre-layoff canvass to enhance awareness and support in relation to pending layoffs.

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.

(b) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven days of issuance of a written notice to the employee or group of employees-

(c) ~~Where an employee selects an option, it such acceptance is final and binding upon the employee and the Employer,~~ **Once an employee's option is confirmed in writing by the employee and the Employer, it such acceptance is final and binding upon the employee and the Employer, and the Union will be copied on it.** ~~The Employer will notify the Union of the employee's selection.~~

13.3 Layoff

Both parties recognize that job security will increase in proportion to length of service.

(a) Non-residential: ~~Both parties recognize that job security will increase in proportion to length of service. Therefore, in~~ **In** the event of a layoff, employees will be laid off by classification, in reverse order of seniority. ~~Layoff notice will include a current list of junior positions available to bump under Clause 13.4 (Bumping).~~

(b) Residential Programs **as defined in clause 2.2 (I):** ~~Both parties recognize that job security will increase in proportion to length of service. Therefore, in~~ **In** the event of a layoff, employees will be laid off by classification, in reverse order of seniority within the appropriate shift within their worksite. ~~Layoff notice will include a current list of junior positions available to bump under Clause 13.4 (Bumping).~~

(c) **Layoff notice will be provided in electronic format as appropriate and identify the date that the layoff will commence, and also that the affected employee may choose one of the following by a specified deadline date:**

(1) to be placed on the casual call-in and recall lists with no loss of seniority;

(2) to be laid off and be placed on recall status with no loss of seniority;

(3) to bump a junior employee from a current list of junior positions available to bump under Clause 13.4 (Bumping); **or**

(4) to apply for an available vacancy, with reference to the list of vacancies. If the employee applies but is not the successful applicant, this does not prejudice their right to options (1) to (3) above.

13.4 Bumping

(a) ~~The Employer will identify the date that the layoff will begin. (Moved to 13.3)~~

13.5 Recall

(a) Employees will be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. **The Employer will attempt to contact the recalled employee by phone at their last known number and will send a notice of recall by priority courier or by appropriate electronic communication as agreed to by the employee and Employer at the time of layoff.** ~~The notice of recall will be sent by priority courier or facsimile.~~ Employees must accept recall within seven days of receipt of the **notice.** ~~priority courier or facsimile.~~ Employees will have 14 days after accepting recall to return to work.

Comments: The parties engaged in lengthy discussions to try to clarify the language under Article 13 – Layoff and Recall.

ARTICLE 22 – SAFETY AND HEALTH

22.3 Joint 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).

(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) Worker Representatives who attend meetings of the Committee 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 are conducted outside the committee members' regular working hours, committee members will receive straight-time pay.

- (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. **These minutes will be posted on safety and health boards at all worksites, and electronic boards if available, or as otherwise agreed to by the Committee.**
- (f) A worker appointed by the Union as a workplace ~~health and safety~~ **and health** 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, 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~~ **and Health** committee member and Worker ~~Health & Safety~~ **and Health** 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.
- (i) **Information Appendix B – Unsafe Work will be posted on safety and health boards in all worksites, and electronic boards if available, or otherwise agreed to by the Committee.**
- (j) **Where a worksite does not meet the threshold for a joint committee, a less formal program shall be maintained in accordance with the Occupational Health and Safety Regulations Part 3, Section 3.2. For the purpose of assisting in the administration of this program, the Employer will recognize an employee properly appointed in accordance with the Regulations and WSBC, who will function as a safety and health worker representative of the employees. Records of any meetings shall be forwarded to the worker representative.**

22.5 Workplace Violence/Aggressive Conduct

- (a) Employees who, in the course of their duties, may be exposed to violence or aggressive conduct will receive training at the Employer's expense in recognizing and handling such episodes.
- (b) The Employer will provide, **and review with** the employee **as appropriate,** ~~with~~ pertinent information, **including information as soon as it is updated,** relative to the potential for experiencing violence, physical aggression, and/or verbal abuse within any particular workplace **by any persons present at the workplace.** The employee will be informed of specific instruction on the approach to be taken when providing care for the client.
- (c) Immediate defusing, debriefing, **culturally appropriate supports** and, where deemed appropriate by a qualified medical practitioner, post traumatic counselling for individuals who have been exposed to violence ~~of an unusual nature,~~ including physical, **sexual, or verbal** assault, will be made available to employees by **culturally appropriate individuals or** qualified outside practitioners where such services are available at no cost to the Employer. Where an employee requires time off to attend defusing or debriefing, it will be without loss of pay.
- (d) At the request of an employee who has been exposed to violence, including physical aggression, **sexual** or verbal abuse, the parties will meet as soon as possible to determine remedies up to and including transfer. The parties will make every reasonable effort to find a remedy. Once the remedy is agreed it will be implemented within 15 days.

- (e) Where repeated incidents of violence occur, including physical aggression, **sexual** or verbal abuse, the Joint Safety and Health Committee, after review of the circumstances, may request a review by WorkSafeBC.
- (f) Where an employee has experienced a critical incident related to their work responsibilities, the Employer will assist the employee to obtain WorkSafeBC counselling and such other support as may be reasonably available.
- (g) An employee in need of assistance may **contact** call the WorkSafeBC Critical Incident Response **Program phone number** ~~pager~~. The Employer will post the current ~~pager~~ contact information at all worksites.

22.8 ~~Employee~~ Check-In for Employees Working Alone or In Isolation

Check-in procedures will be implemented to ensure the safety of all employees who work alone.

The Employer will assess the degree of risk in any workplace where an employee is required to work alone. The Employer must develop and implement a written procedure for checking the well-being of a worker assigned to work alone or in isolation under conditions which present a risk of disabling injury, if the worker is not able to secure assistance in the event of injury or other misfortune.

The assessment will be reviewed by the Joint Safety and Health Committee, **or the designated worker representative where there is no Committee. The designated worker representative or Safety and Health Committee may make recommendations to the Employer regarding such procedures.**

22.9 Communicable Diseases and Parasitic Infestations

- (a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease or parasitic infestations.
- (b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, **including bed bugs**, the Employer will **immediately** inform the primary care givers about the inherent risk of the communicable disease or parasitic infestation, **including bed bugs**.
- (c) Where a vaccination is, or may become available as a preventative measure, such vaccination will be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.
- (d) Where an employee has contracted scabies, lice, **bed bugs**, or any other parasitic infestation as a result of direct exposure in the workplace, they will be entitled to leave without loss of pay for any scheduled shifts during the 24-hour period immediately following the detection to deal with personal matters arising from the exposure and will be provided with an appropriate treatment.
- (e) The Employer will, in consultation with the Joint Safety and Health Committee, develop and implement a program and procedure to work to prevent acquisition and transmission where employees may come into contact with a person and/or the possessions of a person with a communicable disease. **The Employer will ensure all employees are provided up to date information regarding known risk(s) and/or potential transmission of a communicable disease.**

(f) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions will be without loss of pay.

ARTICLE 24 – PROMOTION AND STAFF CHANGES

24.1 Job Postings

(a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer will notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards **and/or by electronic communications as appropriate, using whichever method(s) an Employer may deploy that is (are) most effective and efficient for allowing bargaining unit employees access to job postings. The posting will occur** within seven days of the vacancy or of the new position being established, for a minimum of seven calendar days, so that all members will know about the vacancy or new position.

(b) Qualified internal candidates will be considered and interviewed prior to external candidates.

(c) Prior to posting a regular part-time position consisting of hours that are less than required for benefits as per Article 27 (Health and Welfare Benefits), the additional hours will be offered by seniority to regular employees who have the qualifications and work within the programme/worksite (see local issues agreement) in which the hours are available. Where the assignment does not conflict with an employee's regular schedule, the hours will form part of their ongoing regularly scheduled hours.

24.14 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee will be given up to **five seven** calendar days after the interview to read, 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.

ARTICLE 26 – PAYMENT OF WAGES AND ALLOWANCES

26.2 Paydays

(a) Paydays will remain the current practice unless otherwise negotiated between the parties.

(b) A comprehensive statement detailing all payments, allowances and deductions will be provided each pay period. The Employer will advise employees in writing on a monthly basis **of** their vacation, sick

leave, lieu time and overtime banks. **Where an Employer payroll system allows, the Employer will make available to employees their banks and year-to-date totals each pay period.**

(c) The distribution of paycheques will be done in such a manner that the details of the paycheque will be confidential.

ARTICLE 28 – GENERAL CONDITIONS

28.5 Copies of Agreement

(a) The Association of Unions and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the parties will **make electronic copies available to employees and print** ~~have printed~~ sufficient copies of the agreement for distribution to employees. ~~The Union and, where practicable, the Employer, will make the agreement available electronically to all employees.~~

(b) The Community Social Services Employers' Association and the Association of Unions will share the cost of printing and distribution.

(c) The agreements will be printed in a union shop and bear a recognized union label.

ARTICLE 29 – HARASSMENT

29.1 Personal and Psychological Harassment

(a) Personal and psychological harassment, **which may include lateral violence, of a repeated, persistent, or singular incident**, ~~is means objectionable conduct - either repeated or persistent, or a single serious incident -~~ that an individual would reasonably conclude:

- (1) creates a risk to a worker's psychological or physical well-being, causes a worker substantial distress, or results in an employee's humiliation or intimidation; or
- (2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or
- (3) is seriously inappropriate and serves no legitimate work-related purpose.

(b) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

Comments: The recognition of lateral violence in the collective agreements was a significant gain. In addition to the change in 29.1, we agreed to language to form a committee to further discuss lateral violence and how it can be reflected in the collective agreement. The parties specifically acknowledged that further discussion on a definition and causes was needed, as well as looking at what methods of dispute resolution can be used to address this in the workplace. See new MOA on lateral violence.

29.2 Sexual Harassment

(a) Sexual harassment, **whether a repeated, persistent, or singular incident**, includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering, staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

~~(b) — To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.~~

~~(b)~~ Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

~~(c) **Persons may be Two-Spirit, cisgender, transgender, non-binary, agender, and/or gender-nonconforming. Sexual harassment refers to behaviour initiated by any person and directed toward any other person.** Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.~~

29.4 Complaints Procedure

Change to (i)(3) as follows:

(3) CSSEA and the Union will appoint an Investigator ~~either Brian Foley or Corinn Bell~~ to resolve the complaint **from the list below**. (The person appointed is referred to below as "the Appointee".)

The following Appointees are named by the Parties on a trial, without prejudice basis, to address Complaints filed under this Article. These appointments are extinguished upon the expiration of the collective agreement unless their extension is agreed to in writing.

- **Robyn Gervais**
- **Sarah Lumsden**
- **Yuki Matsuno**
- **Arvin Asadi**

Comments: The parties agreed to expand the list of investigators to specifically include investigators who identify as Indigenous and/or who are racialized, which the unions felt would be a benefit in making Indigenous and racialized members feel more comfortable through the harassment complaints procedure in the collective agreement.

ARTICLE 30 – CASUAL EMPLOYEES**30.3 Casual Call-In Procedures**

Qualified casual employees will be offered work assignments called in order of seniority. See Memorandum of Agreement #1 (Re: Local Issues).

The Employer must keep appropriate records (including the date/time/position/location of the vacancy, date/time of notice of vacancy, date/time of offer of vacancy, name of person offering the vacancy, names of employees offered the vacancy, and if employees accept/decline/don't respond) and make them available in the event of a dispute.

30.9 Use of Technology (NEW)

(a) The Employer may offer work assignments to all eligible employees on the call-in lists by use of technology, such as text messaging and electronic scheduling programs that allow for automation and/or for all employees on call-in lists to be contacted at the same time.

(b) The employer will discuss their intention to introduce technology for call-in procedures with the Union.

(c) To support the transition to using a new process or to introduce technology, the employer will clearly outline the process with employees prior to implementation.

(d) To the extent necessary, the parties will meet to negotiate amendments to the local issues MOA to achieve consistency in terms with newly introduced technologies.

30.10 Absences (NEW)

Employees who accept work assignments offered must work those assignments except where they have a valid reason for absence (for example and not limited to: illness, injury, emergency or other reasonable circumstance) and will notify the Employer of such absence as soon as possible prior to the start of their shift.

30.12 Minimum Availability (NEW)

Except as expressly set out in local issues memoranda provisions relating to unavailability, work refusals and/or removal from casual lists/employment, the following provisions shall apply:

(a) In order for a casual employee to maintain employment, the casual employee shall work a minimum of 200 hours over any fixed 12 month period, or a lower minimum number of hours as agreed between the Employer and employee in writing, and copied to the Union.

(b) Where a casual employee has not worked the minimum hours by the end of the 9th month of the fixed 12 month period, the employer will notify the employee in writing to advise on how many hours the employee has worked to date and that they risk being removed from the call in list in accordance with this article.

(c) Except where a casual employee provides bona fide reason(s), the casual employee may be removed from the casual list and, if so, their employment will end if they do not work the identified minimum number of hours. A casual employee shall be exempted from this requirement where the Employer has not offered the casual employee the minimum number of hours over the fixed 12 month period.

(d) A casual employee who is removed from the casual list as set out above will be notified of their termination of employment following the expiration of the fixed 12 month period and will have ten (10) days to provide bona fide reason(s) for remaining on the casual list.

LIST OF ADDENDA TO THE COLLECTIVE AGREEMENTS (i.e. Appendices, MOAs and LOUs)

All addenda are renewed unless otherwise specified. The parties also agreed to rename each "Letter of Understanding" to "Memorandum of Agreement" and number accordingly.

MEMORANDUM OF AGREEMENT #1

Re: Local Issues

1. CSSEA and CSSBA agree that the following are local issues:
 - (1) Clause 14.2(a) (b)(4), (e), and (f) (Hours of Work);
 - (2) "Programme" or "Worksite" - as identified in Clauses 13.3(a) (Layoff), 14.2(e) (Hours of Work), 16.4 (Sharing of Overtime), 18.2(a) (Vacation Preferences), 24.1(c) (Job Postings);
 - (3) Clause 30.3 (Casual Call-In Procedure);
 - (4) Client Vacations and Out of Town Assignments;
 - (5) School Based or Seasonal Program Employees;
 - (6) Special Project Employees;
 - (7) Any other issues agreed to by the Union and CSSEA.
 - (8) Clause 15.4(b) (Split Shifts)
 - (9) Student employment and work experience programmes: (this item can be incorporated into the local issues agreements at any time by mutual agreement.
2. **Local issues agreements are effective the date that they are signed, unless the parties agree otherwise, and remain in effect until a new agreement is signed.** ~~Local issues agreements remain in effect until a new agreement is reached.~~
3. Notice to negotiate local issues **along with the proposals to amend the local issues MOA** must be **served on the Employer and CSSEA (if served by the Union) and on the Union (if served by the Employer)**, sent by facsimile, priority courier or electronic communication, as appropriate no later than **September 15th** ~~September 30th~~ the year before expiry of the collective agreement. **Negotiations must be concluded by December 15th, and if not, will be referred to interest arbitration. All negotiations, including interest arbitrations must be, and if necessary interest arbitration,** ~~of local issues will be concluded by January 31st of the following calendar year. conducted anytime between October 1st, and~~

~~four (4) six (6) months following the ratification date of the renewed~~ the expiry of the collective agreement.

4. Written notice to bargain local issues **must include the proposals to amend the local issues MOA, and if both are not provided by the September 15th deadline above**, will indicate which issue(s) (among those listed in 1 above) the party wishes to renegotiate. If no notice is given **by the September 30 deadline above**, the current local issue agreement, and/or any items that are not specified in the notice, will be automatically renewed. **Further, any items that are not addressed in the notice and in the proposals will be automatically renewed.**

5. Local issues agreements must be approved and signed by CSSEA and the Union.

6. All local issues agreements that are not agreed upon will be referred to Interest Arbitration before **Mark Brown or, if not available, the parties will mutually agree to another arbitrator.** Julie Nichols.

Interest Arbitration will be conducted as follows:

- (a) the process will be expedited with no reliance on witnesses;
- (b) the presentations will be short and concise and will include a comprehensive opening statement;
- (c) prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the dispute.
- (d) In rendering a decision, the Arbitrator may consider:
 - (1) consistency across the sector;
 - (2) fairness and equitable treatment of employees and Employers in the sector;
 - (3) progress towards standardization in the sector.

7. Once local issues negotiations have been successfully concluded, or when a decision has been issued by the Arbitrator, local issues agreements, including all issues automatically renewed, will remain in effect **until further amended** for the term of the collective agreement.

MEMORANDUM OF AGREEMENT 4 – Professional Responsibility, Job Sharing and Work Location

Agree to delete

MEMORANDUM OF AGREEMENT 5 – Long Term Disability Plan

Agree to renew with updated coverage amounts

MEMORANDUM OF AGREEMENT 9

Re: Joint Job Evaluation Plan

A. JOB EVALUATION

A Classification System for the Community Social Services Sector has been established pursuant to the following excerpt from the "RECOMMENDATIONS FOR SETTLEMENT BY THE MEDIATOR DONALD R. MUNROE, QC (JUNE 9, 1999)":

"The purpose of this section is to set out a process and framework to achieve:

1. Wage parity with Community Health Workers;
2. Standardization of wages in the Social Services Sector; and
3. Elimination of gender-based wage discrimination.

Recognizing that wage inequities currently exist within the Social Services Sector and that Parties are committed to implementing equity changes as quickly as possible to eliminate the inequities, the Parties agree to the following:

- (a) The job evaluation plan will be developed as per the Memorandum of Agreement (Addendum - Job Evaluation Plan)"

The parties agree that the Classification System established by the Joint Job Evaluation Committee will be in effect for all employees covered by this collective agreement.

~~B. EQUITY ADJUSTMENTS~~

~~The parties subscribe to the principle of equal pay for work of equal value. The parties will continue to move towards the mutual goal of the Community Social Services Sector achieving the objectives set out in Sections A(1), (2) and (3) above, as follows:~~

~~The monies listed below will be applied to the rates in accordance with the principles of this Memorandum of Agreement and the Joint Job Evaluation Plan and will be allocated addressing classification with the largest disparities first.~~

~~April 1, 2006 \$474,879.00~~

~~April 1, 2007 \$491,593.00~~

~~April 1, 2008 \$516,150.00~~

~~April 1, 2009 \$549,157.00~~

B. JOINT TECHNICAL COMMITTEE *(note: moved from LOU#6)*

The parties subscribe to the principle of equal pay for work of equal value.

The parties will continue a Joint Technical Committee to review and Memorandum of Agreement #9 (Re: ~~Joint Job Evaluation Plan~~), update the Joint Job Evaluation Plan (JJEP) and distribute the low wage redress funds following the criteria in Appendix A1 to close the wage gap with comparator classifications in the Health Sector, while maintaining the integrity of the JJEP classification system. It will provide recommendations on how to apply the available low wage redress funds in each year of the collective agreement.

LETTER OF UNDERSTANDING 6 – Memorandum of Agreement #9 (Re: Joint Job Evaluation Plan)

Agree to delete as consequential amendment, see B. above.

MEMORANDUM OF AGREEMENT 10
Re: Continuity of Service and Employment

Move Information Appendix D – Continuity of Service and Employment MOA into MOA #10 and replace MOA #10 as follows:

The parties agree to abide by the Continuity of Service and Employment Memorandum which was signed **by the Provincial Government, CSSEA, and CSSBA, on June 13, 2013 and renewed in subsequent rounds of bargaining, and expires on October 31, 2025, which is revised for the current round, and reads as follows:**

INFORMATION APPENDIX D – CONTINUITY OF SERVICE AND EMPLOYMENT MOA

TITLE

INFORMATION APPENDIX D

Continuity of Service and Employment Memorandum

Definitions

To the extent that this Memorandum of Understanding ("the MOU") does not otherwise define a word or phrase, the definitions in the Labour Relations Code and the Community Services Labour Relations Act apply.

In the MOU:

"CLBC" means Community Living British Columbia.

"Contracting" includes requests for proposals, other tendering activity, and contracts entered into, where the successful proponent will provide substantially the same services as those being provided by a CSSEA member. The term does not include, however, arrangements to provide new programs or services; the use of volunteers or family home providers; the direct funding of individuals or families; or the awarding of contracts or transferring services or programs to Indigenous agencies.

"CSSEA member" means an employer designated as a social services employer under the Public Sector Employers Act, and includes agencies and Authorities.

"Employee" means a regular employee (full-time or part-time) in a bargaining unit of a CSSEA member.

"Province" means any provincial Ministry to the extent the Ministry funds into the community social services sector.

General Principles

The purpose of the MOU is to promote client service and employment continuity.

Contracting must comply with the principles and processes set out in the MOU.

~~Nothing in the MOU in any way restricts the right of CSSEA members to contract out as provided for under the Health and Social Services Delivery Improvement Act.~~

No party to the MOU will ask an arbitrator or other tribunal to find that the province, CLBC, an Authority or an agency is a "true employer" or "common employer" as a result of provisions of the MOU.

No party to the MOU will apply to the Labour Relations Board for a variance under this MOU without giving notice to all the affected parties, including individual unions that may be affected.

The MOU does not operate with respect to any contracting commenced prior to December 1, 2013, and it expires for all purposes on October 31, ~~2025~~.

Service and Employment Continuity

The following provisions apply to contracting by the Province, CLBC, Authorities and by CSSEA members.

1. Where services are being provided by CSSEA members as of December 1, 2013, the Province, CLBC, an Authority and CSSEA members will enter into contracts with respect to those services only:

(a) with CSSEA member, or

(b) with proponents who, although not current CSSEA members, agree to be designated as CSSEA members (i.e. for purposes of the employees providing the contracted services) if and when they are awarded the contract.

2. Where an employee's services are no longer required as a result of contracting, the employee is entitled to priority hiring over external applicants, with the successful proponent (hereinafter "the receiving Employer") in accordance with the following provisions:

(a) The receiving Employer will determine the number and manner of vacancies created in the program.

(b) Displaced employees wishing priority access must submit an application for employment. This provision does not preclude casual employees from receiving work where work is available.

(c) Displaced employees will be interviewed and assessed, and to be eligible for hire, they must meet the receiving Employer's required qualifications, as per the collective agreement, and have the present capability to perform the work. Employees on leave at the time of contracting will be assessed by the receiving Employer for a vacancy, at the end of their leave, per the collective agreement.

(d) Accepted employees will receive credit for service and port their seniority. This will include casual employees where they are offered work.

(e) In the event several employees are interested in a single position, the successful candidate will be determined by the receiving Employer, pursuant to the collective agreement.

(f) Where employees are integrated into an existing certification, the employees will be represented by the union representing the employees in that certification and will receive the terms and conditions of employment applicable to that certification.

(g) Grievances arising from this Memorandum are with the receiving Employer.

(h) This memorandum will also apply to agencies who become members of CSSEA by virtue of the Order in Council (OIC) six months following such order.

(i) A displaced employee who is enrolled in a pension plan that is the same as the pension plan at the receiving Employer will have access to the pension plan only in accordance with the plan rules. If the pension plan is different the employee will have the right to participate in the new plan consistent with the terms of the plan. This language does not confer a right to a pension plan where no such plan exists, nor does it expand the rules of any pension plan.

This memorandum of agreement is subject to the ratification by CSSEA and CSSBA of their tentative agreements pursuant to their Memorandum dated ~~February 3, 2023~~ ~~June 13, 2018~~.

MEMORANDUM OF AGREEMENT 11

Re: ~~Clause 27.6 Exemption Health and Welfare Benefits for Status Indians~~

~~A "status employee" is defined as an employee who is identified as being a person registered as an Indian, under the Federal Indian Act.~~

A status employee **An employee** who is in receipt of the health and welfare benefits under the ~~F~~ederal *Indian Act* will not be subject to the restrictions in Clause 27.6(a) (Extended Health Plan).

Note: the parties intend to remove the word "Indian" as a term used to refer to Indigenous peoples from the collective agreement. The parties agree to immediately amend this MOA once the name of the federal act is changed.

Comments: The note in MOA 11 will be included in the collective agreements.

MEMORANDUM OF AGREEMENT 12

Community Social Services Sector Committee

1. *The Committee*

The Community Social Services Employers' Association (CSSEA) and the Community Social Services Bargaining Association (CSSBA) agree to continue the Community Social Services Sector Committee.

2. *Purpose and mandate of the Committee*

(a) The purpose of the Committee is:

- to establish effective relations between the parties;
- to facilitate dialogue and co-operation between the parties.

(b) The mandate of the Committee includes discussions on:

- occupational health and safety issues, including prevention of violence in the workplace;
- **orientation, training, education and professional development of the workforce, based on existing and emerging needs;**
- service delivery models;
- labour relations, including joint training initiatives;
- administration of health and welfare benefits;
- precarious work including part-time and casual employment;
- **the sustainability of the sector and the effects of changes in service needs and delivery on employees and the continuity of care, including the administration of small contracts and recruitment and retention issues;**
- **Indigenous recognition and reconciliation**
- **equity, diversity and inclusion**

- the Long-Term Disability Plan; and
- **other issues that CSSEA and the CSSBA agree to discuss**

3. *Makeup and administration of the Committee*

- (a) The Committee will be made up of up to six representatives of workers appointed by CSSBA and up to six representatives of employers appointed by CSSEA.
- (b) Representatives of the funders, including provincial ministries, and other stakeholders may be invited to participate in the work of the Committee by mutual agreement.
- (c) The Committee will be co-chaired by one representative of the workers and one representative of the Employers.
- (d) The Committee can establish subcommittees for the three subsectors (Community Living Services, Indigenous Services and General Services) or for other purposes.
- (e) The Committee will meet every four months and other meetings can be called by mutual agreement.
- (f) Each side will pay their own expenses for activities related to the Committee.

MEMORANDUM OF AGREEMENT 13

Re: Sick Leave, Illness and Injury Plans and Benefit Improvement Costs

The Community Social Services Sector Committee will form a Joint Disability Committee (JDC) that will replace the current C.S.S.E.I.P Steering Committee and Working Group to:

- evaluate the current sick leave provisions of the collective agreement, the illness and injury plans and the cost of sustaining and improving benefits;
- ~~make recommendations on workforce health, safety, and wellness programs in collaboration with WorkSafeBC and the benefit providers in order to: reduce injury and illness; improve employee recovery; and reduce the cost of benefits.~~
- support employees and employers to reduce claim duration by facilitating and streamlining early intervention and appropriate return to work programs for employees with occupational and non-occupational disabilities.

Specifically, the JDC will:

- **Ensure that the policies and procedures for CSSEIP are current, including the forms, timelines, and communications processes;**
- **Approve the consent and medical forms used by the CSSEIP Providers;**
- **Review quarterly reports and statistics provided by the benefit service providers**
- **Meet with the benefits service providers when necessary to ensure accountability to both CSSEA and CSSBA for the administration of the program**

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.

Comments: The parties agreed to the changes in MOA 13 and the related changes to Information Appendix A regarding EIP below.

Information Appendix A – LTD – Early Intervention Program (EIP)

Early Intervention Program (EIP)

The parties will follow policies and procedures set by the Community Social Services Early Intervention Program (CSSEIP). **The current version of the Policies and Procedures can be found at www.cssea.bc.ca and at www.csseip.com which has been written and agreed upon by both the CSSBA and CSSEA.**

1. the Program is jointly supported by both the Employers and Unions
2. the Employer refers an employee who has been ill or injured to the EIP provider:
 - (a) in the case of a full-time employee, when they have been absent for 5 consecutive scheduled working days/shifts or will be absent for more than 5 consecutive scheduled working days/shifts;**
 - (b) in the case of a part-time employee, when they have been absent for 8 calendar days or will be absent for more than 8 calendar days;**
 - (c) in the case of either a full-time or part-time employee, immediately when the employee has been absent due to a workplace injury/illness being claimed through WorkSafeBC or an injury due to a motor vehicle accident.**
3. **the EIP Provider must contact the referred employee within two (2) working days of the referral to explain the Program, to advise that participation in the program is mandatory if the employee is deemed eligible, and to confirm where to send the Enrollment Package (eg. consent and medical forms) where eligible.**
4. **A referred employee must make every reasonable effort to communicate with the EIP Provider as soon as possible.**
5. **a referred employee must make every reasonable effort to complete the consent form and the medical form and return them to the EIP Provider within seven (7) days of receiving the forms from the EIP Provider, so that the EIP Provider has the information necessary to develop a case management plan to assist the employee.**
6. **The EIP Provider will copy the employer, the union, and the CSSEIP Coordinators on correspondence to the employee. Such correspondence will be sent immediately upon:**
 - (a) the employee not communicating with the EIP Provider in accordance with the above timelines, or the employee not providing sufficient information, and the EIP Provider intends to close, or closes, the employee files;**
 - (b) an enrolled employee no longer participating in the Case Management Plan;**
 - (c) the EIP Provider completing a return to work plan with an expected return date;**
 - (d) the EIP Provider referring the employee to long-term disability**

(e) the EIP Provider closing the employee's file.

7. The EIP provider determines the eligibility of the employee to participate in the program
8. once eligible, participation of the employee in the EIP is mandatory
9. 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 **sick leave and LTD** benefits may be at risk for employees who do not participate (reference the CSSEIP policies and procedures) **or continue to participate once they are deemed eligible by the EIP Provider and the employee may then be subject to labour relations processes.**

10. 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.

11. The EIP provider monitors the progress of the employee and makes adjustments to the plan as needed to ensure a successful return to work.

Comments: The parties agreed to create designated CSSEIP Coordinators for the CSSBA and for the CSSEA to provide coordinated support to the program.

MEMORANDUM OF AGREEMENT 16 – Sustainability in the Community Social Services Sector

Agree to delete based on amendments to MOA12

MEMORANDUM OF AGREEMENT 17

Re: Provincial Occupational Health and Safety Council for Community Social Services Provincial Occupational Safety and Health Working Committee

The parties established a *Provincial Occupational Health and Safety Council* ("Council") for the Community Social Services Sector in 2018. The goal of the Council was to foster safe and healthy workplaces, provide training, education and support for the sector. Further, its goal, in partnership with stakeholders, including WSBC, was to create a sustainable *Community Social Services Health and Safety Association of BC* (the "Association") for the entire Community Social Services Sector which includes participants outside of Community Social Services Employers Association (CSSEA) and Community Social Services Bargaining Association (CSSBA) members. The Association became a registered society on February 18, 2022, the first for Social Services in Canada, and is funded annually by WSBC through an employer levy for the applicable classification units (CUs).

While the creation of the *Association* fosters safe and healthy workplaces across all of the applicable CUs, the parties wish to ensure that there remains a forum for addressing safety and health matters specific to the stakeholders who are parties to the CSSEA/CSSBA collective agreements. Accordingly, the parties agree to create a Working Committee that reports to the CSSEA/CSSBA Sector Committee. The Working Committee will be co-chaired and the parties will determine the number of representatives not to exceed five (5) appointed by each of CSSEA and the CSSBA.

The parties agree to establish a Provincial **Safety and Health Working Committee that reports to the CSSEA/CSSBA Sector Committee** Occupational Health and Safety Council ("Council") for the Community Social Services **Community Living Services, General Services and Indigenous Services collective agreements by December 31, 2022** ~~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 **co-chaired and** comprised of ~~five~~ **six** representatives appointed by CSSBA, **of which at least one will be an Indigenous person who represents Indigenous Services and** ~~five~~ **six** 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:~~

The purposes of the Working Committee will include the following:

1. examining the occupational safety and health risks and impacts **experienced by workers** 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 **experienced by workers in the Sector** and **their** claims duration;
3. developing resources, delivering education/training, and promoting best practices on topics that include:
 - (a) Psychologically safe and healthy workplaces
 - (b) Violence or aggressive conduct **(including sexual and verbal abuse)** in the workplace, including risk assessments
 - (c) Standards for JOSH committees, and
 - (d) **Cultural safety and awareness in workplaces, and**
 - (e) Any other OSH topic that would be of material benefit to the Sector,

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

1. **It will focus on Community Social Services workers' experiences.**
2. It will identify provincial priorities, strategies or projects that utilize new or existing occupational safety and health, **mental health, cultural safety,** and violence prevention initiatives to meet overall goals of workplace injury and illness prevention. It will ~~seek out and~~ collaborate with **the new Community Social Services Health and Safety Association of BC,** 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;

3. **The Working Committee's** Provincial priorities, strategies or projects will be:
 - (a) Responsive to current **Community Social Services worker and** 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) Reflective of worker experiences;**
 - (e) Have measureable performance expectations and an evaluation plan;
 - (f) Supported by the **the parties to the Community Living Services, General Services and Indigenous Services collective agreements** Unions, Employers and CSSEA;
 - (g) Developed, implemented, and evaluated in consideration of available resources and a reasonable expectation of success.**
4. It will make recommendations to the Joint Training Committee on joint educational opportunities.
5. It will collaborate with the Sick Leave, Illness and Injury Plans and Benefit Improvement Costs Committee (MOA 13) –(NOTE: WorkSafe BC Project); and
6. It will liaise regularly with, and submit reports and recommendations to, the Sector Committee on an annual basis.

Comments: The parties agree to maintain a provincial joint CSSBA-CSSEA provincial Safety and Health Committee.

LETTER OF UNDERSTANDING 2

Re: **Joint Training** **Other Training Initiatives**

The Community Social Services Bargaining Association (CSSBA) will administer a fund to support training initiatives that is separate from the Labour Adjustment Education Fund. Funding for training initiatives will be determined by the CSSBA, and as outlined in this Letter of Understanding Memorandum of Agreement, for the benefit of its members.

The parties agree that for the term of the current Collective Agreement, the CSSBA will prioritize training in the following areas:

- **Equity, Diversity and Inclusion**
- **Indigenous Cultural Competency**
- **Indigenous Cultural Safety**
- **Understanding, addressing and preventing lateral violence**
- **Respectful workplace workshop**
- **Union/management relations**
- **Accommodation, including Early Intervention Program**
- **Bullying and harassment**

Within 60 days of ratification, the CSSBA will discuss options to deliver or provide the training outlined above. The parties will discuss whether joint training initiatives could be available to excluded supervisors or managers as appropriate.

The CSSBA will continue to provide a regular update on training initiatives covered under this LOU at Sector Committee meetings, and will discuss content, delivery and access to paid time for training as appropriate.

One-time funding was provided to the CSSBA under this LOU-MOA pursuant to the December 16, 2020 Transfer Agreement, and will be updated as necessary.

~~This letter will confirm an agreement between the Community Social Services Employers' Association (CSSEA) and the Community Social Services Bargaining Association (CSSBA) that the parties will develop an education program for stewards and supervisors/managers.~~

~~The development of the education program will be done by a joint committee. The Joint Committee will be made up of two appointed representatives each. The two individuals from each party may change as either party deems appropriate. The parties may make recommendations to CSSEA and the CSSBA on the most cost effective way to develop the education program if they feel it cannot be done in house.~~

~~The Joint Committee may mutually agree to invite other persons to meetings of the Joint Committee to assist in the development process.~~

~~The Joint Committee will meet within 60 days and make recommendations within six months from the date of ratification of the collective agreement.~~

Renewed

MEMORANDUM OF AGREEMENT #XX
Float Positions (NEW)

It may be operationally more efficient and cost effective to utilize regular float positions to backfill regular employees as set out in clause 14.2, local issues agreements, and clause 30.1 – Casual Employees, or to address other workload needs. Further, this matter may be discussed at any time with local union representatives or by the Labour Management Committee which shall consider factors such as utilization of casual employees.

Where the Employer establishes float positions, they will be posted in accordance with Article 24. The posted FTE will be as high as practicable given anticipated need, and in any event, the position will be eligible for health and welfare benefits under Article 27.1.

The information in the vacancy posting shall include the matters identified in Article 24.2, to ensure that applicants are aware of the expectations around work locations, shift schedules and hours per week, with the following variations:

- (a) Location – this may include multiple work locations within a reasonable distance from each other. The workplaces will be identified in the posting so that applicants are aware of the locations they may be assigned. Float positions will be entitled to the transportation

allowance in accordance with Article 26.9 should they be required to travel after reporting to work.

- (b) Shift schedule – the job posting (whether full-time and part-time) will include designated work days and hours of work. However, in order to accommodate the scheduling of a float employee to shifts with different start and stop times at the work location(s), the job posting may also include a required period of daily availability during which the float employee will be scheduled. The required period of daily availability will be no more than two (2) hours greater than the daily posted hours for float employees with shifts of 7 hours or more, and will be no more than one (1) hour greater than the daily posted hours for float employees with shifts of less than 7 hours.
- (c) Extended Hours - If the employee is expected to work extended hours, based on existing schedules, the hours and rotation will also be identified in the posting.

Float pool employees are entitled to all the provisions of the Collective Agreement including Article 15 – Shifts. In relation to Article 15.4 Split Shifts, the parties agree that a float employee may, based on existing schedules, work split shifts if assigned to work in a program where split shifts are already established. Further, in relation to Article 15.5(a) Work Schedules, due to the nature of float positions, the requirement to post precise work schedules does not apply.

Float positions will report to a single designated supervisor.

Where no work is available, employees in float positions shall be utilized productively, including having priority to work casual shifts in substitution of casual status employees who may have already been scheduled. However, employees who have commenced work for the day will not have their shift cancelled.

This MOA will not apply where there are local issues agreements addressing the establishment of float positions.

Comments: the parties spent a significant amount of time agreeing to standard language to support the creation of regular benefited positions to alleviate some of the backfill and workload concerns.

MEMORANDUM OF AGREEMENT XX **Lateral Violence (NEW)**

The CSSBA and CSSEA agree and acknowledge that “lateral violence” is a recognized form of personal and psychological harassment as stated in Clause 29.1. The parties also agree that in order to recognize, address and prevent lateral violence from occurring in the workplace, further discussion on the definition and causes is necessary.

Within 30 days of ratification of the collective agreement, the CSSBA and CSSEA will form a joint committee to further discuss and develop language on the definition, causes and potential alternate dispute resolution process for addressing lateral violence in the workplace.

The Joint Committee will consist of an equal number of representatives from the unions and employers and will report to the Sector Committee. The Joint Committee may also invite subject-matter experts to its meetings.

No later than eight months prior to the end of the term of the agreement, the Joint Committee will make recommendations to the bargaining principals on a definition and alternate dispute resolution process to include in a renewal agreement.

Comments: The parties agreed to the language in the MOA with the addition of “lateral violence” in Clause 29.1.

MEMORANDUM OF AGREEMENT XX
Support for Gender Affirming Care (NEW)

Leaves and supports for gender affirming care for employees were discussed in the 2022 round of bargaining. Supports for 2SLGBTQIA+ employees are a shared priority for the CSSEA and the CSSBA. This letter confirms the Employers’ continued support for employees who may require time off or other accommodations related to gender affirming care. The Employers will continue to make available supports to those employees including providing access to leaves, paid or unpaid, for medical care and recovery.

MEMORANDUM OF AGREEMENT XX
PUBLIC SECTOR WAGE INCREASES LETTER OF AGREEMENT (“me-too” clause) (NEW)

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the Collective Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Letter of Agreement is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
2. For the purposes of calculating the general wage increases in paragraph 1:
 - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
 - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers’ Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential

combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.
4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This Letter of Agreement will be effective during the term of the Collective Agreement.

CHANGES TO ADDENDA FOR IS ONLY:

LETTER OF UNDERSTANDING 7 – Workload Review Committee (VACFSS only)

Work was completed, agree to delete

8. EDITORIAL (HOUSEKEEPING) CHANGES

The parties agree to standardized formatting for the collective agreements.

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 **Indigenous identity**, 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.

12.3 Loss of Seniority

An employee will lose their seniority only in the event that:

- (a) they are discharged for just cause;
- (b) subject to Clause 12.5 (Bridging of Service), they voluntarily terminate their employment or abandons their position, as per Clause 11.7 (Abandonment of Position);
- (c) they are on layoff for more than one year;
- (d) upon being notified by the Employer **in accordance with Article 13.5(a)** ~~by priority courier or facsimile at their last known address~~ that they are recalled from layoff, they fail to contact the Employer with their acceptance of recall within seven days of receipt of the recall notice. After contacting the Employer, employees will have up to 14 days to return to work;
- (e) they are permanently promoted to an excluded position and does not return to the bargaining unit within six months.

14.2 Hours of Work

- (e) To ensure efficient and effective service delivery within a climate of fairness, current arrangements regarding the assignment of additional hours will continue until such time as local issue negotiations on this matter are complete. If no agreed upon arrangements exists the following will apply:

21.2 Parental Leave

- (c) If the child **lives with** ~~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.

22.3 Joint 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)¹.

(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) Worker Representatives who attend meetings of the Committee 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) ~~36 – 46 130 – 140~~ (Functions of Joint Committees and Worker Representatives Participation of Members) and ~~70 174~~ (Investigation Process) of the *Workers Compensation Act*, will be compensated as prescribed by section ~~134 40~~ of the Act. Where the meeting or required duties are conducted outside the committee members' regular working hours, committee members will receive straight-time pay.

(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 ~~41 135~~ of the *Workers Compensation Act*, 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.

24.2 Information in Postings

Such notice will contain the following information: nature of position, experience, qualifications, wage or salary rate or range, location, shift schedule, hours per week, the closing date, location where applications are to be sent, and whether the employee is required to use their automobile in the performance of their duties. Qualifications may not be established in an arbitrary or discriminatory manner. All job postings will state, "This position is open to ~~all male and female~~ applicants", except where bona fide occupational

¹ Geographic Area: A group of communities where it is practical for multiple locations to meet together.

requirements prevent it. The burden of proof of bona fide exceptions rests with the Employer. All postings will also state "*This position requires union membership*".

28.8 — Payroll Deductions

~~An employee will be entitled to have deductions from their salary assigned for the purchase of Canada Savings Bonds.~~

30.6 Application of Agreement to Casual Employees

The provisions of Article 13 (Layoff and Recall), Clause 14.5 (Flextime), Clause 14.7 (Standby Provisions), Article 17 (Holidays), Article 18 (Annual Vacations), Article 19 (Sick Leave), Article 20 (Special and Other Leaves), Article 23 (Technological Change), Article 27 (Health and Welfare Benefits) and Article 31 (Municipal Pension Plan) except as set out in the Plan Rules, do not apply to casual employees.

INFORMATION APPENDIX B Unsafe Work

The Following Has Been Appended to the Collective Agreement for Information Purposes Only

Sections 3.12 and 3.13 of the Occupational Health and Safety Regulation, *Workers Compensation Act*

3.12 Procedure for Refusal

- (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to Subsection (1) must immediately report the circumstances of the unsafe condition to their supervisor or Employer.
- (3) A supervisor or Employer receiving a report made under Subsection (2) must immediately investigate the matter and
 - (i) ensure that any unsafe condition is remedied without delay, or
 - (ii) if in their opinion the report is not valid, must so inform the person who made the report.
- (4) If the procedure under Subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or Employer must investigate the matter in the presence of the worker who made the report and in the presence of
 - (i) a worker member of the joint committee,
 - (ii) a worker who is selected by a trade union representing the worker, or
 - (iii) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (5) If the investigation under Subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor,

or the Employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

3.13 No Prohibited Discriminatory Action

- (1) A worker must not be subject to **prohibited** ~~discriminatory~~ action as defined in Section **47** ~~150~~ of ~~Part 3~~ of the *Workers Compensation Act* because the worker has acted in compliance with Section 3.12 or with an order made by an officer.
- (2) Temporary assignment to alternative work at no loss in pay to the worker until the matter in Section 3.12 is resolved is deemed not to constitute discriminatory action.

*Note: The prohibition against ~~discriminatory~~ **prohibited** action is established in the Workers Compensation Act Part ~~23~~, Division 6, Sections **47 through 50** ~~150 through 153~~. These sections of the Act are reproduced in the Introduction to the print version of Book 1 of the Occupational Health and Safety Regulation, on pages xviii-xix.*