

BACKGROUND

The parties have reached tentative agreements to renew all three of the Community Social Services Collective Agreements (Indigenous Services, Community Living Services and General Services) after almost 70 days of collective bargaining. Bargaining commenced on May 13, 2025, with the parties concluding this round of bargaining on April 23, 2026.

The tentative agreements are based upon government's "Balanced Measures Mandate" and includes additional funding for Low Wage Redress initiatives. Since 2014, Low Wage Redress has been provided in the community social services sector to address unique challenges threatening critical service delivery and work towards achieving comparability in compensation terms with other public sector employees performing similar work.

Negotiations under the 2025 Balanced Measures Mandate support government's key priorities to protect and strengthen critical services in B.C.'s public sector, maintain labour stability in a complex round of bargaining and support the Province's efforts to find operational efficiencies while preserving front-line services.

CSSEA members' feedback from the pre-negotiations consultation process confirmed that the highest priority remained making continued progress on effective recruitment and retention strategies, given ongoing challenges in recruiting staff and addressing high turnover rates. Achieving parity with the Health Sector and Public Service (for Indigenous Services agencies) in wage rates and other meaningful benefits continues to be the focus given the strong competition for human resources.

CSSEA is pleased to report that progress was made in this area and what follows are the highlights of these improvements:

- ✓ *Recruitment and retention – Low Wage Redress (LWR) Initiatives*
 - Significant wage increases of 3% per year, plus Low Wage Redress funding that was made specifically available to the Community Social Services sector to continue to pursue parity with the Health Sector wage rates. While parity at the top step of our 4-Step wage grids was achieved in the last round, additional measures are being taken to develop a wage grid that more closely resembles the wage structure in Community Health. To that end, the first step (hiring rate) of CSSEA wage grids for JJEP classifications will be eliminated to match the 3-Step structure of Community Health. With additional LWR monies set aside, we will also reduce the spread between the remaining 3 steps of the wage grid to more closely match Community Health.
 - Child care classifications, despite being funded from non-provincial sources, will have their wage rates topped up and paid in accordance with the provincial JJEP wage grid.
 - Employees working under the Indigenous Services (IS) collective agreement will be paid in alignment with public service/MCFD wage rates when the new IS Job Evaluation Plan (ISJEP) is implemented.
 - A retention incentive payment for regular status employees who are on staff as of December 31, 2026 will be paid in early 2027.
 - A retention incentive payment for Indigenous Services employees will be continued, and payable at the end of each fiscal year, given the particular challenges faced by IS agencies in retaining staff and delivering services.

- The development and implementation in 2028 of shift premiums that will be customized for the community social services sector.
 - Improvements to the health and welfare benefit plans, including increased reimbursement for psychological services and vision care.
 - The establishment or replenishment of funds to support:
 - Education/training opportunities, particularly in response to workforce adjustments
 - Education opportunities specifically for IS employees, to mirror the Pacific Leaders program in the public service
 - Health and safety initiatives and resources geared toward the CSSEA/CSSBA unionized sector
 - Paying for costs associated with gender affirming care
- ✓ *Other key improvements include:*
- An additional opportunity to place employees in vacancies where there are workforce adjustments
 - Better management of union leaves when they may interfere with the delivery of client services
 - Promotion of Indigenous based dispute resolution processes parallel to the grievance procedure and harassment complaint procedure under the IS collective agreement
 - Most monetary changes being effective at the beginning of a pay period
 - Delaying the implementation of a number of monetary changes to better allow funders and employers to prepare their systems for implementation and facilitate the timely flow of funding.

In this round of bargaining, the negotiating parties conducted bargaining in a way that was principled and respectful, and that focused on objectives that furthered mutual interests. While there was more positional, traditional bargaining experienced toward the end on some difficult issues, the parties still looked for solutions that were mutually acceptable to allow for terms that are more sustainable and to avoid the escalation of outstanding issues to job action and the implementation of essential services levels.

Funding

The CSSEA Employer Bargaining Committee settled the tentative agreements within the Balanced Measures Mandate established by the provincial government. Accordingly, the government, through the Ministry of Finance, has committed to fund the improvements negotiated (see [Funding Commitment Letter](#)). As mentioned above, the parties agreed to delay the implementation of a number of monetary provisions to better facilitate the timely flow of funding for the improvements.

Further, the sectoral funding working group established in 2024 and the Employer Bargaining committee have been in detailed discussions with the CSSEA Board of Directors, major funders and government on the ways in which funding flow can be improved to support the implementation of the changes to the collective agreements. The funders and government have been attentive to the concerns expressed. The recommendations put to the funders and government were as follows:

- **Transparency** in itemizing each of the collective agreement improvements agreed upon with associated funding amounts (recommended that funders develop separate and distinct processes

for itemizing and distributing funding for collective agreement changes from any other processes for contract and service revisions);

- **Pay actual** vs average amounts negotiated, with closer attention to health and welfare benefit costs;
- **Provide advances** so that employers can implement the collective agreements in timely way, with reconciliation to occur later;
- **Distribute widely** the CSSEA summary of negotiated changes and effective dates to optimize consistency in communications within funding entities.

Ratification and Timing

The language provision changes will be effective on the date of ratification (Article 32.5), and the monetary changes will be effective on the dates specifically noted in the tentative agreements.

Members should not make changes to wage rates or pay wage retroactivity until CSSEA issues updated wage grids for April 2025 and April 2026. CSSEA will issue revised wage grids later in 2026 to incorporate the various LWR initiatives that are effective in the fall 2026, with further directions on payment.

The CSSEA Bargaining Committee has signed the tentative agreements and are recommending that CSSEA members vote **in favour** of accepting the terms of the tentative agreements.

The changes to the current three collective agreements are identified in detail in the remainder of this document. Except for the changes noted, the current collective agreements remain the same. New language is noted in **bold and underlined** font, and deleted language is noted with ~~strikethrough~~. Comments are provided where context and greater understanding of the new or changed provisions would be helpful. Where the amended provisions have no commentary, additional information was not seen as necessary.

The following amendments apply to each of the three collective agreements, except in Part 3, which applies only to the Indigenous Services Collective Agreement.

The following are the categories of changes made to the Collective Agreements:

Part 1 – Monetary adjustments

1. Term
2. General Wage Increases
3. Low Wage Redress and Flexible Allocation
Low Wage Redress and Flexible Allocation – Child Care Employee Adjustment
4. One-Time Monies
 - Gender Affirming Care
 - Retention Incentive Benefit
5. Health and Welfare Benefits
6. Transportation Allowance
7. Shift Premiums
8. Minimum Wage
9. Supportive Housing – TMA
10. CSSBA Net Compensation Increases

Part 2 – Language changes

1. Union stewards
2. Time off for union business
3. Union dues and employee information
4. New hires and steward contact information
5. Grievances
6. Expedited arbitration
7. Employee investigations
8. Layoff and bumping
9. Change in shift schedule
10. Holiday payout
11. Vacation backfilling
12. Sick leave
13. Bereavement and special leaves
14. Emergency service leave
15. Safety and health
16. Job Postings - Transfers and float positions
17. Health and welfare benefits
18. Copies of agreement
19. Harassment and bullying
20. Casual employees
21. Term of agreement and retroactivity
22. List of arbitrators/investigators
23. CSSEIP coordinator (union)
24. Local issues
25. New certifications and variances
26. Continuity of service
27. MOA#15 – health and welfare benefits costs
28. Labour Adjustment, Education and Training Fund
29. Training initiatives fund
30. Lateral violence
31. Workplace violence/aggressive conduct and psychological health and safety
32. Benchmark review

Part 3 – Indigenous Services only

1. Bereavement leave
2. Ceremonial, cultural and spiritual leave for Indigenous employees
3. Maternity and parental leave
4. Meal allowance
5. Retention incentive payments
6. Implementation of new classification system (ISJEP)
7. Maintenance agreement and classification manual
8. Temporary market adjustments
9. SPO Growth Series
10. Joint Indigenous Services Education Fund
11. Service delivery and recruitment and retention committee
12. Indigenous dispute resolution processes
13. Cultural competency
14. Cultural competency at labour management
15. Exploring the Public Service Pension Plan

Part 4 – Editorial/housekeeping changes (various)

PART 1 – MONETARY CHANGES AND EFFECTIVE DATES

All monetary adjustments will be effective in the first full pay period following that starts on or after the dates noted in this package.

1. Term

4 year agreement: April 1, 2025 to March 31, 2029

2. General Wage Increases

APPENDIX A Wage Grid

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

- **Effective the first full pay period beginning on or after April 1, 2025 – 3.0%**
- **Effective the first full pay period beginning on or after April 1, 2026 – 3.0%**
- **Effective the first full pay period beginning on or after April 1, 2027 – 3.0%**
- **Effective the first full pay period beginning on or after April 1, 2028 – 3.0%**

- ~~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),~~
 - ~~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% increase, plus up to another 1% if the COLA clause ** as set out below is triggered.~~

*An employee paid above the wage grid **for their classification** will be granted the same wage increases at ~~the that~~ time when the wage grid meets or exceeds the employee's current wage rate for ~~the their~~ classification. Until that time, their wage rates continues 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):~~

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 12 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%, 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%.

Details of timing and application of increases can be found in the Appendices that follow. New wage grids will be posted on both the Union's and CSSEA's websites once they are known. Pursuant to Memorandum of Agreement #9 (Joint Job Evaluation Plan), the parties agree that the following wage grids will be in effect. Sections A through D of Appendix A (Wage Grid) will continue to apply.

Tables will be updated during finalization of the collective agreement.

COMMENTARY
After ratification, CSSEA and the CSSBA will release updated Wage Grids. Implement the 2026 wage rates and 2025 retroactivity after the new Wage Grids are released.

3. Low Wage Redress and Flexible Allocation

APPENDIX A1 Details of Wage Increases

The timing and percentages of the increases are as set out above, effective at the start of the first pay period **beginning on or** after the respective dates.

*Low Wage Redress **and Flexible Allocation***

Effective the first full pay period that is six months following the date of ratification, a total of \$2,000,000 in ongoing funding will be allocated for health sector comparability adjustments to the Grid 10 JJEP Wage Grid to address the wage gap with comparable jobs in the Facilities and Community Health Subsector Collective Agreements.

Effective the first full pay period that is six months following the date of ratification, a total of \$600,000 in ongoing funding will be allocated for health sector comparability adjustments to Paraprofessional Supervisors and Layered-Over employees to address the wage gap with the Health Science Professionals Collective Agreement Wage Schedule.

Effective the first full pay period that is six months following the date of ratification, the current Step 1 of the JJEP Wage Grid will be eliminated. This will impact the wage rates only of employees at Step 1 on the effective date of implementation. For clarity, the effective date of implementation will become those employees' new increment progression date so that they will move to the new Step 2 rate after working an additional 2000 hours. For further clarity, these adjustments do not apply to the Paraprofessional Wage Grid.

~~Within 30 days after ratification, the~~ **The** parties will convene their current Joint Classification Technical Committee (the Committee) to review the compensation of CSSEA occupations similar to occupations under the ~~Community and Health~~ **Facilities and/or Community Health collective agreement 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 JJEP and improving upon comparability with the Health Sector, while maintaining the integrity of the JJEP classification system. **The parties agree that the priority of the Committee will be to review the JJEP classifications in relation to similar occupations under the Facilities and Community Health Collective Agreements during the 2025 to 2029 Collective Agreement.**

The above review will commence ~~within 7 days of ratification and must be completed within 4 weeks~~ **no later than November 1, 2027 and must be completed by December 1, 2027. The Committee will provide recommendations to CSSBA and CSSEA on how to apply the available funds, so that further low wage redress and flexible allocation adjustment wage increases are effective the first full pay period beginning on or after April 1, 2028.**

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 **\$10,500,000.**

Wage Rate Review – Low Wage Redress **and Flexible Allocation wage** increases shall be determined using the following principles:

- The Committee will refer to comparator occupations from the ~~2019–2022~~ **2022 - 2025** 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.

COMMENTARY

There are a number of wage changes coming in the Fall of 2026 that are supported by continued government funding for low wage redress (LWR). The first two relate to changes in wage rates that occurred in the Community, Facilities, and Health Sciences Professionals collective agreements in the 2025 round of bargaining. To keep pace with the health sector wage rates at the top step of the CSSEA Wage Grid, funding will be applied to address the new gaps. The updated CSSEA wage grids will be confirmed by the parties once the technical work is completed and the new wage rates will be effective six months following the ratification date.

A further LWR initiative was also agreed to, in the form of deleting Step 1 of the 4-Step JJEP Wage Grid, to bring the 3-Step Wage Grid in line with the Community Health collective agreement which also has 3 steps (but has a reduced range spread between the steps). This will also be effective six months following the ratification date. Employees who are at Step 1 under the current Wage Grid (less than 2000 hours) will move to the new Step 1 in the first full pay period on or after six months post-ratification date. That date will become their new increment progression date so that they will move to the new Step 2 rate after working an additional 2000 hours. Employees at current Steps 2, 3, and 4 will remain at their current rates of pay upon implementation, and continue to progress to the next step on their existing increment anniversary dates.

The six-month delay in implementation of all three of these initiatives is intended to ease the funding and payroll change pressures, as the lead time will allow funders and employers to make adjustments based on all of the wage rate changes coming into effect at the same time and with sufficient advance notice.

For the three LWR changes noted above, wait until a new CSSEA Wage Grid is finalized and distributed later in 2026 before paying the revised wage rates.

The parties will aim to reduce the range spread between remaining wage grid steps with the LWR fund of \$10.5M and keep pace with any other changes in the health sector impacting on alignment with the CSSEA top step of the Wage Grid.

Low Wage Redress and Flexible Allocation - Child Care Employee Adjustment

MEMORANDUM OF AGREEMENT #25 Non-Provincially Funded ~~Childcare~~ Child Care Positions

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 **through low wage redress**.

As a result, effective the first full pay period beginning on or after April 1, 2026, child care classifications covered by a non-provincial agreement will be classified and paid in accordance with the JJEP Wage Grid. The classifications to be included in this initiative are: ECE, ECE Senior, ECE Assistant, School Aged Child Worker, and Child Care Resource and Referral Worker.

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

1. 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~~ **child care** positions, taking into account such factors as:
 - inequities experienced by employees covered by this collective agreement;
 - maintaining the integrity of the 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 funding.

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

MEMORANDUM OF AGREEMENT #26 ~~Child Care Employees – Lump Sum Payment~~

~~1. \$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).~~

~~2. This lump sum payment will be paid to eligible employees in either provincially funded or non provincially funded (NPF) programs, who:~~

~~(a) are governed by the JJEP,~~

~~(b) were otherwise eligible for the ECE Wage Enhancement of \$2 per hour payable to eligible Childcare Workers starting September 2021, and~~

(c) — did not receive the payments.

3. — 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.

COMMENTARY

Another feature of Low Wage Redress funding is to secure a top-up of Non-Provincially Funded child care program wage rates, so that the named classifications of employees (ECE, ECE Senior, ECE Assistant, School Aged Child Worker, and Child Care Resource and Referral Worker) can be paid at provincial JJEP rates and be placed on the standard Wage Grid. The increase will be effective retroactively to the beginning of April. This initiative replaces the Incentive Benefit that was payable bi-monthly under the 2024 Memorandum of Agreement that had been extended a couple of times in 2025 and which eventually expired in late 2025.

4. One-Time Monies

The parties agree to establish the following One-Time Funds to be spent in accordance with specific Memoranda of Agreement and/or Terms of Reference:

<u>Category</u>	<u>Amount</u>	<u>Year Available</u>
<u>IS Retention Incentive Benefit</u>	<u>\$1.7M</u>	<u>2026</u>
<u>IS Education Fund</u>	<u>\$2.0 M</u>	<u>2027</u>
<u>Fund for Support for Gender Affirming Care (MOA 16)</u>	<u>\$0.6 M</u>	<u>2026</u>
<u>Retention Incentive Benefit Fund</u>	<u>\$15.5M</u>	<u>2027</u>
<u>Labour Adjustment and Education Fund (MOA 20)</u>	<u>\$2.5 M</u>	<u>2027</u>
<u>Occupational Health and Safety Fund</u>	<u>\$2.3 M</u>	<u>2027</u>
<u>Miscellaneous Fund (for use when Other Funds are depleted)</u>	<u>\$0.5 M</u>	<u>2027</u>

MEMORANDUM OF AGREEMENT #16 **Support for Gender Affirming Care**

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 Employer will work with an employee so desiring to tailor a graduated return to work plan and/or workplace transition plan for them.**

The Employers will continue to make available supports to those employees including providing access to leaves, paid or unpaid, for trans or non-binary gender-affirming medical care and recovery.

A One-Time Fund of \$600,000 will be established for the purpose of:

1. providing financial support for employees who are undergoing gender affirming care, and
2. producing educational resources for the workplace.

CSSEA and CSSBA will be responsible for determining the appropriate financial supports and educational resources during the life of this agreement. The support and resources will be limited to the Funds available and will not include paid leaves. CSSEA will be responsible for administering this Fund.

MEMORANDUM OF AGREEMENT [XX]
Retention Incentive Benefit

The parties agree to establish a One-Time Fund for the purpose of paying regular status employees a retention incentive benefit (the “Benefit”) should they be employed at a CSSEA member employer as of January 1, 2027. The Fund amount will be set at \$15,500,000.

Employees who hold regular employment status as of December 31, 2026 will be paid the Benefit of up to \$1,100.00 based on all of the following criteria being met:

1. The employee holds regular status as of December 31, 2026;
2. The calculation period is based on hours paid at straight-time rates, including union leaves, from January 1, 2026 to December 31, 2026. Overtime hours worked are not included but normal daily hours worked on a paid holiday are included.
3. All hours counted during the calculation period will be recognized only while holding regular employment status. Periods of employment as a casual employee are excluded;
4. Regular status employees on protected leaves under the Employment Standards Act, Part 6, during the calculation period will have those hours counted;
5. The above hours in the calculation period will be compared against full-time employee hours paid at straight-time rates in the same calculation period in the program in which the employee is employed as of December 31, 2026 to determine the prorated amount of the Benefit. Note: Where a program has a range of full-time hours as defined in a Local Issues MOA (MOA#1), the lowest full-time hours in the program will be used to calculate the prorated Benefit for employees in the program.

It is understood that the Benefit is not pensionable and no pension deductions/contributions are to be made.

CSSEA will administer this Fund and transfer the necessary funds to Employers to facilitate the payments of this Benefit to eligible employees.

COMMENTARY

One-Time Monies Funds

Several funds were established with remaining monies from the Bargaining Mandate to address initiatives of priority to the sector. CSSEA will administer these funds and pay employers directly instead of the various funders paying. When Employers have calculated their costs to support payment to employees in relation to these one-time amounts, they will invoice CSSEA for payment. CSSEA will validate the invoices on the basis of data received from employer surveys prior to issuing payment for the 2 Retention Incentive Benefits, and will pay other amounts directly to employees (ie. IS Education Fund, Support for Gender Affirming Care, and the LAEF) in accordance with terms of reference established. More details on the mechanics of submitting invoices and payment will follow.

Retention Incentive Benefit

An incentive payment was established to reward regular status employees for remaining (or becoming) employed in the sector as of December 31, 2026. This was agreed to instead of a signing bonus so that employees would be encouraged to be employed for the duration of the calendar year before being eligible for the payment.

The details are set out in the MOA relating to eligibility and payment calculation. No employee is entitled to a payment in excess of \$1,100. Regular employees working less than full-time, as defined in the program in which they work (and if there is a range of full-time hours in a program, the low end is to be used) will be entitled to a pro-rated amount of the \$1,100 based on straight-time hours paid during the 2026 calendar year, as long as they are employed as a regular status employee as of December 31, 2026. Casual employees as of December 31, 2026 are not eligible for payment nor do any hours paid while holding casual status (ie. if an employee changes their employment status to casual during 2026) form part of the calculation. Regular employees working additional straight-time paid hours would have those hours included in the calculation as they are holding regular status during the calculation period.

5. Health and Welfare Benefits

Effective October 1, 2026, the following changes shall be made to the health and welfare benefit plans in Appendix C (Health and Welfare Benefits Plans Provisions):

[...]

Eligible Expenses

[...]

- psychologist - fees of a registered psychologist, registered clinical counsellor or registered social worker up to a combined annual maximum of 80% of ~~\$1,000~~ **\$1,500**/person/calendar year, effective April 1, 2023

[...]

- vision care - cost of prescribed eyeglasses and/or frames and/or prescribed contact lenses or equivalent corrective laser surgery to a maximum of 80% of ~~\$350~~ **\$500**/person every 24 months

[...]

Effective April 1, 2028, the following changes shall be made to the health and welfare benefit plans in Appendix C (Health and Welfare Benefits Plans Provisions):

[...]

DENTAL

[...]

Dual Coverage Restriction

- ~~employees and/or dependants are ineligible for coverage if enrolled in another dental plan that is equal or better to this dental plan~~

[...]

EXTENDED HEALTH

[...]

Dual Coverage Restriction

- ~~employees and/or dependants are ineligible for coverage if enrolled in another extended health plan~~

6. Transportation Allowance

26.9 Transportation Allowance

Effective the first full pay period that is two months after the date of ratification, or an earlier date based on employers' payroll cycles:

- (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 March 28, 2023: 61~~ **65¢** per kilometre

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

COMMENTARY

The increased rate is effective two months after ratification but also allows for employers who wish to implement the new rates earlier, to do so.

Shift Premiums

26.14 Shift Premiums (NEW)

Shift premiums will be implemented during the life of the 2025 to 2029 Collective Agreement in accordance with MOA XX – Shift Premiums. The implementation of this provision will not result in any eligible employee having their existing shift premium(s) reduced, whether arising under MOA #2 – Superior Benefits and Provisions or otherwise.

A new MOA XX will be added as follows:

MEMORANDUM OF AGREEMENT XX
Shift Premiums

\$5,520,331 in ongoing annual funding will be allocated for the implementation of shift premiums to be effective the beginning of the first full pay period on or after September 1, 2028 subject to the process timelines below.

Within three months of ratification, CSSBA and CSSEA will form a shift premiums working group to recommend sector-specific shift premiums to the bargaining principals. The Shift Premiums Working Group will consist of an equal number of CSSBA and CSSEA appointees. The Shift Premiums Working Group will make its recommendations to the bargaining principals by January 1, 2028.

The following factors will be considered for sector-specific shift premiums:

- **The physical, psychological, and social impacts of shift work on employees;**
- **Service delivery, including recruitment and retention issues, and ability to fill shifts/overtime;**
- **Health sector comparability; and**
- **Other factors: Service Division, programs, classification, types of work schedules, etc.**

The listing of factors identified above is not intended to imply any specific weighting to be assigned to any of them.

The Working Group will be responsible for gathering empirical data via surveying CSSEA member Employers and employees to gather data relating to the above factors. Based on the data gathered, and other sources of information it may consider, the Working Group will provide its Report and Recommendations to the bargaining principals by January 1, 2028.

The ongoing annual cost of implementation must not exceed the amount specified in the first paragraph of this MOA. Any residual amount that cannot be allocated to shift premiums will be reallocated by the bargaining principals.

Where the Shift Premiums Working Group does not make recommendations to the bargaining principals by January 1, 2028 and/or where the parties do not agree by March 1, 2028 on shift premiums for implementation, either party may refer the matter to mediation and ultimately interest arbitration for resolution. The dates in this paragraph may be amended by written mutual agreement of the parties. In the event the matter is forwarded to interest arbitration, and a decision is not rendered within the prescribed timeline, the shift premiums will come into effect for the full pay period that starts no later than 60 days after the arbitration decision, or the first full pay period starting on or after September 1, 2028, whichever is later.

COMMENTARY

Shift premiums were introduced to the Community Social Services sector in 2024 by virtue of the supportive housing initiative of government that facilitated wage rates and shift premiums being paid in alignment with the Community Health collective agreement (see also the MOA below on Supportive Housing that updates the 2024 agreement). Although about 2/3 of employers who are covered by that initiative have since been transferred by government to the health sector (in July 2025), a number of employers remain within CSSEA membership and are already paying Community Health collective agreement shift premiums. Some other employers are also paying shift premiums based on historic arrangements. These pre-existing payments will not be disturbed by the introduction of new shift premiums still to be negotiated for this sector.

The parties are looking to devise a shift premium model that is responsive to the unique needs of this sector without simply following what exists in the health sector. As a result, a working group is to be struck to study the needs of the sector and report back to the bargaining agents. Shift premiums will be introduced more broadly in 2028 in response to these needs. No action is required at this time. Funders and members will be advised as far in advance as possible of the introduction of shift premiums into the collective agreements.

7. Minimum Wage

26.15 Minimum Wage (NEW)

Despite the wage grid in Appendix A (Wage Grid), the minimum hourly pay rate for any position in the bargaining unit will be the current BC Minimum Wage plus 2.3%, rounded up to the nearest penny.

8. Supportive Housing - TMA

Add new MOA XX as follows:

MEMORANDUM OF AGREEMENT XX **Supportive Housing – Temporary Market Adjustments (TMAs)**

Whereas:

CSSEA and CSSBA have continued to negotiate Low Wage Redress (LWR) adjustments to Collective Agreement Wage Grids and the Parties have substantially achieved comparability in wage rates at the top steps of the Wage Grids in relation to the targeted wage grids in the Health Sector;

Government has continued to be supportive of the LWR initiative in the most recent rounds of provincial bargaining to achieve comparability in wage rates for employees in the Community Social Services Sector and the Health Sector, **and in particular has supported equitable compensation for supportive housing workers by funding temporary adjustments to wage rates and shift premiums for specified supportive housing workers in the social services sector through temporary market adjustments;**

~~Government has recently been informed of some classifications in the supportive housing subsector of CSSEA whose wage grids and shift premiums do not align with terms in the Community Health Subsector in the Health Sector;~~

Government transferred eligible supportive housing agencies to the health sector in July, 2025;

Government wishes to **continue to** support the temporary adjustment of the wage rates and shift premiums for specific classifications **remaining in the Community Social Services sector**, pending a more complete and sustainable solution; ~~that could be explored by CSSEA and CSSBA in the next round of bargaining;~~

CSSEA and CSSBA reached agreement **on August 28, 2024** ~~(attached) on July 23, 2024~~ that addressed identified temporary market adjustments in wage rates **and shift premiums. This memorandum of agreement continues that agreement and allows for adjustment in wage rates and shift premiums to remain in alignment with those found in the Community Health Collective Agreement, while recognizing that wage and shift premium adjustments must not exceed those of similarly classified employees under the Community Health Collective Agreement;**

Funding for temporary market adjustments under the August 28, 2024 Agreement is fixed and ongoing; and

Ongoing low wage redress and successive rounds of bargaining are expected to achieve equity with similarly classified roles under the Community Health Agreement.

~~Government wishes to support the payment of additional temporary market adjustments in wage rates and shift premiums to achieve equality with similarly classified employees in the Community Health Subsector; and~~

~~The government has allocated a defined amount of funding to support outcomes consistent with this MOA.~~

Therefore, the Parties agree as follows:

1. The Memorandum of Agreement signed by the Parties on **August 28, 2024** ~~July 23, 2024~~ is extinguished and of no force and effect, and is replaced in full by this Memorandum of Agreement (MOA) **upon ratification of the 2025 to 2029 CSSEA/CSSBA Collective Agreement.**

2. ~~The terms of this MOA will take effect no later than the first full pay period following October 1, 2024 (the “Effective Date”), but Employers may implement the MOA in September if they have the capacity to do so.~~
3. This MOA will only apply to on-site positions/jobs in fully provincially funded supportive housing programs of Employers that provide supportive housing programs funded by BC Housing. Supportive housing is defined as subsidized housing with on-site supports (shelters and housing programs) for single adults, seniors and people with disabilities at risk of or experiencing homelessness. These supports help people find and maintain stable housing. Supportive housing provides a range of on-site, non-clinical supports such as: life skills training, connections to health care, mental health or substance-use services. For clarity this MOA applies only to these provincially funded programs delivered by the attached list of Employers, each of which provides a BC Housing funded supportive housing program, and does not extend to other types of programs such as assisted living, community living, or child and youth residences.
4. This MOA will only apply to the following classifications of employees working in the above programs which have been identified as having wage rates that do not align with the targeted Community Health Sub-sector classifications:
 - a) Adult, Youth and/or Child Worker – Grid 11;
 - b) Residential Child and Youth Worker – Grid 11;
 - c) Special Services Worker – Grid 11;
 - d) Victim Service Worker – Grid 11;
 - e) Unique positions (comparable to Community Health Advocate, Detox Worker 2, Shelter Support Worker, or Support Worker 2) – Grid 11;
5. For each of the above classifications, employees will receive a Temporary Market Adjustment (TMA), (to reach the wage rate noted) as follows. ~~as of the Effective Date:~~ **Effective the first full pay period on or after April 1, 2025, these amounts are as follows:**

- ~~○ \$ 4.02 at Step 1 (\$31.56);~~
- ~~○ \$ 3.07 at Step 2 (\$31.56);~~
- ~~○ \$ 2.39 at Step 3 (\$32.42); and~~
- ~~○ \$ 1.88 at Step 4 (\$33.49).~~

The following is added for clarification:

	JJEP Grid 11	TMA	JJEP Grid 11 + TMA
Step 1 – N/A	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Step 2	<u>\$29.34</u>	<u>\$3.17</u>	<u>\$32.51</u>
Step 3	<u>\$30.93</u>	<u>\$2.46</u>	<u>\$33.39</u>
Step 4	<u>\$32.56</u>	<u>\$1.72</u>	<u>\$34.28</u>

The TMA’s for the 2026, 2027, and 2028 years are still to be determined and will be finalized upon finalization of wage rates under the Community Health Collective Agreement.

6. For further clarification, and with the exception of paragraph #8 below, increment progression to the next Steps on the Wage Grid will continue to be in effect in accordance with the terms of the Collective Agreement (the TMAs are deemed to be an “add to base pay”). Subject to the Municipal Pension Plan (MPP) rules, the parties intend the TMAs to be included in pensionable earnings under the MPP. All other normal deductions from base pay will apply.
7. For each of the above classifications, employees will also receive a Temporary Shift Premium Market Adjustment as follows ~~as of the Effective Date:~~

(a) “Afternoon shift” is any shift in which 50% or more occurs between 4:00 p.m. and 12:00 midnight. Employees working the Afternoon shift shall be paid a shift premium of 25¢ per hour for the entire Afternoon shift worked. **Effective the first pay period on or after April 1, 2026, this shift premium is increased to 45 cents per hour, and effective the first pay period on or after April 1, 2028 this shift premium is increased to 75 cents per hour.**

(b) “Night shift” is any shift in which 50% or more occurs between 12:00 midnight and 8:00 a.m. Employees working the Night shift shall be paid a shift premium of two dollars and fifty cents (\$2.50) per hour for the entire shift worked.

(c) An employee shall be paid a weekend premium of 50¢ per hour of each hour worked between 00:01 hours Saturday and 24:00 hours Sunday. **Effective the first pay period on or after April 1, 2028, this shift premium is increased to \$1.00 per hour.**

(d) Where an employee is entitled to more than one premium they shall be compensated for all premiums that apply.

The implementation of this provision will not result in any eligible employee having their existing shift premium(s) reduced.

- ~~8. Effective the first full pay period following December 1, 2024 and as a further TMA, the parties will adopt the three-step Wage Schedule structure of the Community Health Subsector Collective Agreement by removing Step 1 of the Wage Grid. Employees at Step 1 immediately prior to this effective date shall be placed at the new Step 1 and the employee’s increment anniversary date shall then become the effective date of this change.~~

The following is added for clarification:

	JJEP Grid 11 + TMA
Step 1	\$31.56
Step 2	\$32.42
Step 3	\$33.49

9. The TMAs will apply until the expiration of the current ~~2025 to 2029~~ 2022 to 2025 collective agreement, **or until low wage redress and negotiated adjustments result in equity with similar**

positions under the community health agreement, whichever comes first. At the expiry of the 2025 to 2029 collective agreement after which this Agreement will be extinguished and will be of no further force or effect. For clarity, the TMAs will apply throughout the period of collective bargaining and until the effective date of the renewal collective agreement. At that time, and subject to any new express agreements in writing between CSSEA and CSSBA, all employees will revert to the Collective Agreement.

Attachment - List of Employers (E&OE)

Archway Society for Domestic Peace
Burnaby Association for Community Inclusion
Canadian Mental Health Association for the Kootenays
Chilliwack Community Services
Chimo Community Services Society
Connective Support Society
Connective Support Society Kamloops
Family Dynamix Association
First Unitarian Fellowship of Nanaimo
Fraserside Community Services Society
Haida Gwaii Society for Community Peace
Interior Community Services
Kamloops and District Elizabeth Fry Society
Lii Michif Otipemisiwak Family & Community Services Society
Nelson CARES Society
Nelson Community Services Society
North Coast Community Services
Options Community Services Society
Penticton and District Society for Community Living
PLEA Community Services Society of British Columbia
Prince George and District Elizabeth Fry Housing Society
Rivercity Inclusion Society
Salt Spring and Southern Gulf Islands Community Services Society
Sea to Sky Community Services Society
Sources Community Resources Society
South Peace Community Resources Society
The Cridge Centre for the Family
The John Howard Society of North Island
Victoria Women's Transition House Society

COMMENTARY

Supportive Housing employers that both transferred to the health sector and remain within CSSEA's membership should note the new MOA on Supportive Housing as it contains updated Wage and Shift Premium rates for the select Grid 11 employees identified in the MOA. All other employees at Supportive Housing employers are governed by the terms of this Tentative Agreement.

9. CSSBA Net Compensation Increases

Delete Memorandum of Agreement 27 Re: Public Sector Wage Increases and replace it with the following Letter of Agreement:

LETTER OF AGREEMENT **CSSBA Net Compensation Increases**

- 1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement in respect of a bargaining unit for which a trade union is certified under the BC Labour Relations Code, with an effective date after December 31, 2024 and the first four years of the collective agreement under the Balanced Measures Mandate includes cumulative nominal (not compounded) net compensation increases (NCIs) that, in accordance with how NCIs are defined and calculated in this LOA, are paid out and exceed the sum of the NCIs that are paid out in the 2025 CSSBA Agreement, the total NCIs paid out will be adjusted on the fourth anniversary of the collective agreement so that the cumulative nominal NCIs are equivalent.**
- 2. Unless otherwise specified in this LOA, an NCI is an increase to the total compensation envelope in the form of a wage or benefit increase that is expressed as a percentage increase to the combined wages and wage-impacted benefits (W&WIB) compensation base for the bargaining unit. For clarity, a 3% GWI also equals a 3% NCI as it increases wages and wage-impacted benefits by 3%. For further clarity, if an increase is only applied to wage-impacted benefits (WIB) in a collective agreement, such as a 5% increase to WIB, it would be the percentage increase it represents to the overall W&WIB compensation base, e.g. 0.1%, that would be treated as the NCI.**
- 3. For the purposes of this LOA, the value of any flexibility allocations and any increase to non-wage impacted benefits shall be determined in accordance with the following steps:**
 - a) The value shall be calculated based on the percentage increase represented to the overall total compensation base, including non-wage-impacted benefits;**
 - b) The value in (i) above shall then be treated as the NCI value. For clarity, a 0.2% flexibility allocation shall be treated as a 0.2% NCI, notwithstanding the fact that a 0.2% flexibility allocation is applied to the overall compensation base and may be greater than a 0.2% increase to the W&WIB compensation base.**
- 4. The sum of all GWIs and the flexibility allocation for the CSSBA under the four-year Balanced Measures Mandate equals 12.4% for the purpose of this LOA. The overall NCI for the CSSBA shall also comprise of all other negotiated increases contained in the four-year 2025 CSSBA collective agreement, including any low wage and benefit redress adjustments.**
- 5. For clarity, NCIs do not include low wage and benefit redress adjustments for the CBA or any BCGEU bargaining unit; mid-contract labour market adjustments for specific occupations agreed to post-ratification to address critical skills shortages that have emerged or worsened since bargaining; increases for the CUPE 873 Ambulance Paramedics bargaining unit; compensation increases that are funded by equivalent collective agreement savings; policy**

funding that is not directly tied to a collective agreement; increases resulting from an employer being designated as a public sector employer under the *Public Sector Employers Act*; relief from provisions in a prior collective agreement that were to become effective after the term of the prior collective agreement for the NBA collective agreement only; increases awarded through binding interest arbitration; or any grievance resolutions.

6. **Subject to paragraph 10 below, it is understood that the costing decisions and assumptions made by the Public Sector Employers' Council (PSEC) Secretariat in relation to the NCIs in any collective agreement are based on the information available at the time the PSEC Secretariat reviewed the changes to the collective agreement prior to the parties reaching a tentative agreement. All decisions made by the PSEC Secretariat must be in good faith and all costing assumptions must be reasonable. Any costing review conducted in accordance with paragraph 10 must be based on the utilization rates and other assumptions that were reasonably available at the time, rather than unforeseen subsequent changes or newer data.**
7. **During the term of the 2025 CSSBA Agreement, PSEC Secretariat shall notify the CSSBA of any mid-contract labour market adjustment provided to other public sector bargaining units, and, in accordance with paragraph 2 of the LOA, the corresponding value of the net compensation increase it represents.**
8. **For clarity, a GWI is an increase that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.30 per hour, \$400 per year, or 1% increase).**
9. **If this LOA is triggered pursuant to paragraph 1, the manner in which the NCI adjustment is paid out must be agreed to by the parties. If the parties cannot agree, the matter will be referred to an arbitrator as per paragraph 10.**
10. **Any disputes related to the interpretation, application, or alleged violation of this LOA, including any decisions made by the PSEC Secretariat in relation to it, may be referred directly to an arbitrator mutually agreed to by the parties.**
11. **This Letter of Agreement will be effective during the term of the 2025 CSSBA Agreement.**

COMMENTARY

This MOA allows for the possibility of additional compensation increases in the event that another public sector bargaining table settles for more compensation than is available under the government's Balanced Measures Mandate, which provided the available funding envelope for increases in Community Social Services.

PART 2 – LANGUAGE (NON-MONETARY) CHANGES

ARTICLE 3 – UNION RECOGNITION AND RIGHTS

3.2 Bargaining Agent Recognition

The Employer recognizes the Community Social Services Bargaining Association ("**CSSBA**") of Unions as the exclusive bargaining agent for all employees covered by the certification.

3.6 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards **employed by the Employer** to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards.

(b) Where an employee requests steward representation, and the Union has determined an appropriate steward **employed by the Employer** is unavailable, a union staff person, or local union officer designated by the Union will represent the employee.

[...]

MEMORANDUM OF AGREEMENT [XX]

Union Stewards

The parties agree that at some employers, having a greater number of stewards representing employees would assist the parties in performing duties set out in the collective agreement.

CSSBA believes that stewards are the backbone of union member representation and support labour relations in important ways, including the representation of members in meetings. To this end, its member unions will continue efforts to have sufficient numbers of stewards in place. CSSEA and its member employers will support these efforts.

The Unions commit to the following:

- **Union members are encouraged to participate in the steward election/selection process to help ensure there are enough stewards to fulfill representation responsibilities.**
- **Stewards are union members' primary points of contact for many labour relations matters, including providing representation in disciplinary and other meetings.**
- **If a union member requests steward representation and the Union determines an appropriate steward is not available, it is solely the Union that may designate a union staff person or local union officer to represent the employee. For clarity, union members will utilize their workplace steward(s) unless the Union determines there is no appropriate steward available who is employed by the same employer, e.g. because the position is vacant, the steward is absent, there is a conflict of interest, etc.**
- **Clause 3.6 (Recognition and Rights of Stewards) provides for union leave only for stewards to perform their duties directly related to the steward's employer. For clarity, a steward cannot**

use leave under Clause 3.6 (Recognition and Rights of Stewards) to represent an employee of a different employer.

COMMENTARY

The parties discussed the issue of sufficiency of stewards in organizations. Some organizations had stewards not employed by the Employer regularly attending their workplaces performing steward duties. The changes in Clause 3.6 and creation of a new MOA addressed this concern. When a steward, who the primary point of contact for labour relations matters, including providing representation in disciplinary and other meetings, is needed, the parties should always look to stewards within their own organization hence the wording “stewards employed by the Employer”. If stewards employed by the Employer are absent, the Employer does not have stewards, or the Union (e.g., Staff Representative (BCGEU)) determines there is a conflict of interest if a steward employed by the Employer is used, the Union may designate a union staff person or local union officer to represent the employee.

The parties confirmed that Clause 3.6 provides for union leave only for stewards to perform their duties directly related to the steward’s employer meaning a steward cannot use leave under Clause 3.6 to represent an employee of a different employer.

3.10 Time Off for Union Business

Leave requests must be submitted to the Employer as soon as the need for the leaves are known.

Leave of absence without loss of seniority will be granted:

(a) Without Pay

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) to elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
- (3) to employees who are representatives of the Union on a bargaining committee, to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body;
- (5) to stewards to maintain all bulletin boards;

- (6) to employees designated by the Union to sit as observers on interview panels;
- (7) to the grievor to attend an arbitration board or any other Labour Relations body;
- (8) Any employee required to attend a hearing who is scheduled to work night shift prior to the hearing will be granted that shift off without pay at the employee's request. Any employee required to attend a hearing for over three hours who is scheduled to work the evening shift the day of the hearing will be granted that shift off without pay at the employee's request.

Note: See Memorandum of Agreement XX Re Union Leaves Discussion Commitment

A new MOA will be added as follows, replacing the 2018 union leaves discussion commitment letter:

MEMORANDUM OF AGREEMENT [XX]
Union Leaves Discussion Commitment

Whereas Clause 3.10 (Time Off for Union Business) of the collective agreement addresses time off for union business;

And whereas employers in some circumstances have reported challenges in granting leaves without impacting upon the delivery and quality of services;

And whereas the unions wish to assure that their members can properly participate in union business;

The parties therefore commit to working together at the local level in order to address on a case-by-case basis these unique situations in order to seek mutually agreeable resolution:

- 1. Either the Employer or the Union may make a request in writing in order to start the discussion.**
- 2. The parties will discuss concerns regarding the granting of these leaves, including challenges faced, impacts experienced, and suggested solutions.**
- 3. The parties will participate in such discussion in good faith.**
- 4. If not resolved to either party's satisfaction, either party may submit the matter to mediation to assist with resolution.**

COMMENTARY

The parties discussed the concern that employers must provide union leave, despite the impacts on service. To assist in avoiding service disruptions, it was agreed that an employee seeking union business leave must submit their request to the Employer as soon as the need for the leave is known. This will facilitate Employers to make the necessary operational adjustments.

The union leave discussion commitment letter from the 2018 round of bargaining, was not included in the collective agreement, and did not attract sufficient awareness to support working through union business leave challenges. As a next step, this is now included in the collective agreement. Individual employers and their union will discuss operational concerns, where they exist, regarding the granting of these leaves, including challenges faced, impacts experienced, and suggested solutions. If these discussions are not resolved to either party's satisfaction, either party may submit the matter to mediation to assist with resolution. Please ensure that your CSSEA HRLR Advocate/Consultant is involved in these efforts so that we can gather case studies to support changes in the next round of bargaining, should they be necessary.

ARTICLE 5 - CHECK-OFF OF UNION DUES

Except in the case of (j), the revised provisions of this article are effective January 1, 2027, until which time the former provisions remain in effect.

(a) The Employer will, as a condition of employment, deduct from the gross salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

(b) The Employer will deduct from the gross salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions will be made in each payroll period of each month and membership dues or payments in lieu thereof will be considered as owing in the month for which they are so deducted.

(d) Timing of Dues Remittance and Employee Information to be Provided

~~All deductions will be remitted to the Union not **Not** later than 28 days after the date of deduction, and the Employer will:~~

~~**(1) remit all deductions to the Union; and**~~

~~**(2) also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from data report containing the following**~~

fields for each employee in the bargaining unit in a Microsoft Excel or other mutually agreed format:

- **Unique employee ID**
- **Last name**
- **Preferred first name**
- **Job classification**
- **Dues paid for the pay period**
- **Personal email address as submitted by the employee**
- **Personal mobile phone number as submitted by the employee**
- **Home phone number as submitted by the employee**
- **Personal mailing address as submitted by the employee**
- **Personal mailing address municipality as submitted by the employee**
- **Personal mailing address postal code as submitted by the employee**

The Union will provide a secure data transfer solution, or the parties will otherwise mutually agree to appropriate secure transmission measures, for the submission of the employee information under this clause.

The Union recognizes its obligations under the *Personal Information Protection Act* in respect of the employee information received under this clause.

(e) Before the Employer is obliged to deduct any amount under this article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised will continue to be the amount to be deducted until changed by further written notice to the Employer by the Union. Upon receipt of such notice, such changed amount will be the amount deducted.

(f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union will be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

(g) The Employer will supply each employee, without charge, a T4 receipt **slip** for income tax purposes ~~in~~ **reflecting** the amount of the deductions paid to the Union by the employee in the previous year. Such receipts will be provided to the employee prior to March 1st of the succeeding year.

(h) An employee will, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's gross ~~monthly~~ wages or gross salary the amount of the regular ~~monthly~~ dues payable to the Union by a member of the Union.

(i) Where the parties mutually agree, the Employer may submit union dues remittance by electronic funds transfer (EFT) to an email address specified by the Union, including the date and amount of transfer (which is typically automatically generated by the EFT platform).

(j) By December 15th of each year, the Employer will provide the Union with the following information for each pay period in the upcoming year:

- **Pay period number**
- **Pay period ending date**
- **Pay period pay date**

COMMENTARY

Effective January 1, 2027, the data report that is submitted to the union for dues remittance will contain the following fields for each employee, in a Microsoft Excel or other mutually agreed format:

- 1) Unique employee ID – *Employers that don't currently have a unique employee ID can use any number, character or combination of both to create one. Unique IDs support proper identification in the event there are two employees with the same preferred first name and last name, there is a name change, etc.*
- 2) Last name
- 3) Preferred first name
- 4) Job classification – *found in Appendix A: JJEP and Paraprofessional Wage Grid.*
- 5) Dues paid for the pay period
- 6) Personal email address as submitted by the employee
- 7) Personal mobile phone number as submitted by the employee
- 8) Home phone number as submitted by the employee
- 9) Personal mailing address as submitted by the employee
- 10) Personal mailing address municipality as submitted by the employee
- 11) Personal mailing address postal code as submitted by the employee

Much of the above information is already provided to the union in other provisions of the collective agreement, such as Articles 5, 8, and 12.2. For the personal contact information (items 6 to 11), employers are to provide the information that employees have already provided to the employer. If Employers do not have some of the information they are not required to ask the employees.

The Union recognizes its obligations under the *Personal Information Protection Act* in respect of the employee information received under this clause. The Union will provide a secure data transfer solution, or the parties will otherwise mutually agree to appropriate secure transmission measures, for submission of the data report.

A consequential amendment was made to Article 8 – Employer/Union Relations; specifically, Clause 8.4(b) is deleted because it is replaced with the updated language in Article 5 – Check-Off of Union Dues.

Also, once per year by December 15, employers must provide to their union the details of the pay periods for the following year: pay period number, end dates, and pay dates.

ARTICLE 6 - EMPLOYER AND UNION WILL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

The Employer agrees to provide the stewards' names, worksite phone numbers, and location(s), and email addresses as provided to the Employer, of the new employee's steward to newly hired employees in their letters of hiring hire. Whenever the a steward is employed in the same work area as the a new employee, the employee's immediate supervisor will introduce them to their that steward.

The Employer will notify the steward of new employees and of their primary work location within 10 days of the start date of the new employee. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 8 – EMPLOYER/UNION RELATIONS

8.4 Technical Information

COMMENTARY

In addition to providing stewards' names, worksite phone numbers, and locations, employers are to provide stewards' email addresses if stewards have provided them to the Employer. If Employers do not have the steward's email addresses they are not required to ask the stewards.

- (a) The Employer agrees to provide to the Union such information as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.
- ~~(b) In January of each year the Employer will provide to the Union a list of all employees in the bargaining unit, their job titles, addresses and their phone numbers.~~

ARTICLE 9 - GRIEVANCES

9.1 Grievance Procedure

(a) The Employer and the Union agree that disputes arising from:

- ~~(a)(1)~~ the interpretation, application or alleged violation of the agreement, including all memoranda, letters and addenda attached to the collective agreement including the question of arbitrability; or
- ~~(b)(2)~~ the dismissal, suspension or discipline of any employee in the bargaining unit;

will be resolved in accordance with the following procedures grievance procedure in this article.

(b) When the aggrieved employee is a steward, they will not, where possible, act as a steward in respect of their own grievance but will submit the grievance through another steward or union representative.

9.2 Step 1

In the first step of the grievance procedure, every effort will be made to settle the dispute with the designated local supervisor. The aggrieved employee will have the right to have a steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, ~~through the union steward, at Step 2, of the grievance procedure. When the aggrieved employee is a steward, they will not, where possible, act as a steward in respect of their own grievance, but will submit the grievance through another steward or union staff representative.~~

9.4 Step 2

(a) Subject to the time limits in Clause 9.3 (Time Limits to Present Initial Grievance), the employee may present a grievance at this level by:

- (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) stating the article or articles of the agreement ~~violated or~~ alleged to have been violated, and the remedy or correction required; and
- (3) transmitting this grievance to the designated local supervisor through the union steward.

(b) The local supervisor will:

(1) provide the employee with a receipt stating the date on which the grievance was received; and

~~(1)(2) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and~~

~~(2) provide the employee with a receipt stating the date on which the grievance was received.~~

ARTICLE 10 - ARBITRATION

10.9 Expedited Arbitration

(a) **The CSSEA and CSSBA desire an efficient and effective means of resolving grievances.** The parties may meet, to review outstanding grievances filed at arbitration to determine those grievances suitable for this process, and will set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances will be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of 20 workdays;

- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the collective agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise a preliminary objection;
- (8) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process. **A grievance that falls within one of these categories that was referred to expedited arbitration may be removed by either party from the expedited arbitration process prior to hearing and forwarded to full arbitration pursuant to Clause 10.2 (Appointment of the Arbitrator).**

(c) The parties will mutually agree upon single arbitrators who will be appointed to hear and resolve groups of grievances. See Appendix B for the list of arbitrators approved to hear expedited arbitrations.

(d) Expedited arbitration hearings may be conducted in person or virtually by agreement of the parties or as determined by the Arbitrator.

The hearing is intended to be informal and expeditious and, therefore, external legal counsel will not be used. Multiple matters may be heard on the same day. All presentations are to be short and concise reviewing the pertinent facts and documents surrounding the grievance. Case authorities, if relied upon, will be limited to those from leading commentators and leading cases.

~~(d)~~**(e) The Arbitrator may attempt to mediate a resolution and if one is not achieved,** The Arbitrator will hear the grievances and will render a decision within two weeks working days of such hearings. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision.

~~(e)~~**(f) Expedited arbitration awards are limited in application to the particular grievance,** will be of no precedential value and will not thereafter be referred to by the parties in respect of any other matter.

~~(f)~~**(g)** All settlements of expedited arbitration cases prior to hearing will be without prejudice.

~~(g)~~ A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 10.2 (Appointment of the Arbitrator).

(h) The parties will equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

COMMENTARY

CSSEA and the BCGEU have successfully used the expedited arbitration process in the last ten years to resolve grievances effectively. The other unions in CSSBA are also covered by this language and they are expected to utilize the updated process.

The way in which expedited arbitration hearings are to be conducted has been clarified.

No external legal counsel is to be utilized and multiple matters can be heard on the same day (multiple matters for one employer and/or multiple employers with one or more matters).

The presentations made at the hearings are to be short and concise reviewing the pertinent facts and documents surrounding the grievance. Case authorities, if relied upon, will be limited to those from leading commentators and leading cases.

The arbitrator may mediate, and if resolution not achieved, then the arbitrator will render a decision within two weeks. Any decision is limited in application to the particular grievance, has no precedential value, and will not be referred to by the parties in respect of any other matter.

ARTICLE 11 – DISMISSAL, SUSPENSION AND DISCIPLINE

11.6 Right to Have Union Representative Present

(a) An employee will have the right to have a steward present at any interview with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor will notify the employee in advance of the ~~purpose of the interview~~ **meeting's purpose as well as the general nature of the issue(s) to be discussed** in order that the employee may contact a steward, providing that this does not result in an undue delay of the interview. This clause will not apply to those interviews that are of an operational nature and do not involve disciplinary action.

(b) A steward will have the right to consult with a staff representative of the Union and to have a local union representative present at any interview with supervisory personnel which might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the interview.

(c) An employee has the right to select the steward they wish to represent them providing that this does not result in an undue delay.

COMMENTARY

When employers know they need to schedule a meeting with employees that may result in discipline, employers are to advise the employee of the:

- 1) Meeting's purpose e.g., potential disciplinary interview
- 2) General nature of issue(s) to be discussed e.g., timesheets, attendance, conduct, adherence to policies.

(a) The parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee will be considered to be on leave of absence without loss of pay until the Employer has determined there is a prima facie case for imposing discipline.

(b) The Employer will notify the union designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation will have the right to union representation at such an interview.

(c) The Employer will provide to the employee the nature of the allegations being investigated.

~~(b)~~**(d)** The Employer will make every effort to complete its investigation within 14 days. **Upon conclusion of the investigation, The the Employer will provide the Union with a written summary of the substance of the investigation report and the findings.** This summary sheet is on a "*without prejudice*" basis and will not be referred to by either party in any third-party proceedings.

~~(c) The Employer will notify the union designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation will have the right to union representation at such an interview.~~

COMMENTARY

When employers have an investigation meeting, the Employer is to provide the employee with the nature of the allegations being investigated e.g., accuracy of submitted timesheets, attendance in the last three months, allegation of misconduct. The Employer need only provide what is known at the time. As more facts are revealed during an investigation, the Employer would need to meet with the employee again and put the additional facts to the employee for a response.

ARTICLE 13 – LAYOFF AND RECALL

13.3 Layoff

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

(a) Non-residential: In the event of a layoff, employees will be laid off by classification, in reverse order of seniority.

(b) Residential Programs as defined in Clause 2.2(l): 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.

(c) Layoff notice will be provided in electronic format as appropriate and will 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 be placed in a vacancy offered by the Employer, on the basis of seniority where more than one employee expresses interest; or;**
- ~~(5)~~ (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)~~ **(4)** above.

Note: See Memorandum of Agreement XX Re Layoff and Bumping.

MEMORANDUM OF AGREEMENT [XX]
Layoff and Bumping

The parties recognize that receipt of notice of layoff and subsequent displacement resulting from bumping can be a source of anxiety and frustration for affected employees. Unfamiliarity with collective agreement layoff and bumping procedures can also be a source of confusion and concern. The parties agree that working together cooperatively during the layoff and bumping process may result in less employee anxiety and disruption. To this end, the parties agree to the following in respect of layoff and bumping.

1. Communication

The Union will welcome the Employer involving it early in, and throughout, the layoff and bumping process.

Where the Employer consults with the Union in accordance with Clause 13.2 (Pre-Layoff Discussions and Canvass), the Union will give due consideration to other voluntary options the Employer may propose to lessen disruption to employees and clients.

The Employer and the Union may hold joint information sessions and the like for employees affected by layoff and bumping. The purpose of this participation will be to help employees understand the layoff and bumping procedures.

2. Bumping Implementation

The parties agree that incumbent employee names shall not be provided in bumping lists.

The Employer may wait to implement all bumping choices at the same time so that all workplace adjustments occur simultaneously, or it may phase in bumping choices.

3. Discussion at Sector Committee

CSSBA and CSSEA will agree to discuss matters related to layoff and bumping at the Sector Committee when either party wishes.

Note: Consequential amendments will be necessary to Information Appendix G, as follows:

**INFORMATION APPENDIX G
Information Required for Clause 13.4 - Bumping**

The Employer will provide to the affected employee the following information:

1. ~~Name,~~
2. Seniority **of incumbents**,
3. Nature of position (regular full-time, regular part-time, temporary full-time, temporary part time),
4. Classification (in accordance with Appendix A [Wage Grid]),
5. Grid level (in accordance with Appendix A [Wage Grid]),
6. Program or location,

COMMENTARY

To minimize the need for bumping, in the layoff letters employers can list vacancies into which employees can be placed. Employers determine which vacancies will be offered in the layoff letters. These vacancies can be ones posted, unfilled, or not yet posted. If a laid off employee wishes to accept a vacancy offered by the Employer, the employee would be placed in the position. When placements are made under this amended clause, there is no need to run a selection process for applicants under Article 24.3. If more than one laid off employee expresses an interest in the offered vacancy the laid off employee with the most seniority will be placed in the position.

A new MOA was negotiated in recognition that bumping can be a source of anxiety and frustration for affected employees, and for employees who fear that they may be bumped from their positions. Specifically, employers can involve the union early in, and throughout, the layoff and bumping process by holding joint information sessions and exploring voluntary options under Clause 13.2 (Pre-Layoff Discussions and Canvass) that could lessen disruption to employees and clients e.g., supporting job fairs in the affected program.

Additionally, the parties agreed that incumbent employee names shall not be provided in bumping lists to alleviate concerns about specific employees being targeted by more senior employees being laid off. Consequential amendments were made to Information Appendix A re: Information Required for Clause 13.4 – Bumping, removing reference to names.

Finally, the parties agree that employers may wait to implement all bumping choices at the same time so that all workplace adjustments occur simultaneously, or it may phase in bumping choices. The choice is the employer's based on what it deems best for implementing the workforce adjustments.

Layoff/bumping challenges that cannot be resolved at individual employers are to be brought to the attention of CSSEA or CSSBA and CSSEA and CSSBA will discuss these matters at the Sector Committee.

ARTICLE 15 – SHIFTS

15.5 Work Schedules

- (a) Work schedules must be posted 14 calendar days in advance of the beginning of the work schedule.
- (b) Changes to the posted work schedule may only be made for bona fide operational requirements.
- (c) With the exception of (d) below, if the change to the employee's schedule is initiated by the Employer with less than 48 hours' notice, the employee will be paid a premium of 85¢ per hour for work performed on the first shift of the revised schedule.
- (d) The penalty in (c) above does not apply if the change is initiated by the Employer with less than 48 hours' notice because of an unanticipated absence of a scheduled employee, and no casual employee is available.

(e) Where the Employer plans to implement a change in the shift schedule of one or more regular employees by changing the days of work or changing the shift start/stop times by two hours or more, it will discuss the details of the change with the affected employees to identify and potentially mitigate the impacts of the change.

~~(e)~~**(f)** If child care or other serious personal circumstances do not permit such a change, employees may choose to transfer to casual status. An employee who transfers from regular to casual status will have their regular sick bank frozen and inaccessible until such time as the employee posts back to regular status or posts to a vacancy under Clause 24.11 (Temporary Vacancies).

COMMENTARY

When there are shift schedule changes that affect one or more regular employees by:

- 1) changing the days of work e.g., Monday to Friday to Tuesday to Saturday without a change in total hours worked in a week; or
- 2) changing the shift start/stop time by two hours or more e.g., 8 am to 3 pm to 10 am to 5 pm or to 11 am to 6 pm without a change in total hours worked per day

the Employer will provide the details of the schedule change to the affected employees to identify and explore if there are ways to reduce the impact of the change on the personal circumstances of the employee. This involves a discussion but is not a negotiation nor does it give the employee a right to refuse the change. Note: These changes do not trigger Article 13 – Layoff and Recall.

ARTICLE 17 – HOLIDAYS

17.5 Holiday Falling on a Workday

An employee who is required to work on a designated holiday will be compensated at one point five times their regular hourly rate of pay for the hours worked. Regular employees will also receive a day off in lieu. Regular part-time employees receive a day off in lieu as per Clause 17.11 (Paid Holidays for Part Time Employees). The lieu day will be scheduled by mutual agreement or in accordance with Clause 18.5 (Vacation Schedules) or where the Employer and the employee mutually agree, be paid out. The lieu day will be scheduled by mutual agreement and taken within six months of the day in which it was earned, **with the Employer making every reasonable effort to accommodate such scheduling requests within the six-month period**, or where the Employer and the employee mutually agree, be paid out. **Any unused lieu days will be paid out after six months of the day on which it was earned.** An employee may, by mutual agreement, take lieu days off together with their vacation in accordance with Clause 18.5 (Vacation Schedules).

COMMENTARY

Regular employees who work a statutory holiday receive a lieu day. The lieu day is either:

- 1) scheduled by mutual agreement and taken within six months of the day in which it was earned. The Employer will make every reasonable effort to allow the lieu day to be taken within the six months; or
- 2) paid out by mutual agreement. By default, any unused lieu days are now to be paid out after six months of the day on which it was earned if the lieu days are not scheduled.

ARTICLE 18 – ANNUAL VACATIONS

18.5 Vacation Schedules

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

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

For clarity, on or after December 1st and April 1st, the Employer may commence offering work to employees to cover approved vacation schedules in accordance with relevant collective agreement and local issues memoranda provisions.

(b) Vacation requests submitted after the above closing dates will be considered on a first come, first served basis, provided such requests do not interfere with vacations approved in (a) above. The Employer will provide a written response within two weeks of the request and will make every effort to approve the request provided it does not unreasonably interfere with the operation of the Employer.

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

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

COMMENTARY

Language was added to confirm the practice of some employers; specifically, employers may commence offering work to employees to cover approved vacation schedules as soon as vacations are approved, to permit more effective scheduling practices and assign work more predictably to casual employees well in advance.

Employers will determine the period of work that needs to be covered (start date and end date) and who will cover the work (regular employee, casual employee, and/or float employee under Article 24) in accordance with Clause 14.2(e) (Hours of Work) and Clause 30.3 (Casual Call-In Procedures) in their local issues MOA. Employers may also post temporary postings under Clause 24 to string together multiple vacancies and provide more predictable, continuous work hours for casual or regular employees.

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 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 (i.e. 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.

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

19.2 Employee to Inform Employer

(a) The employee will inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee will make every reasonable effort to inform the Employer of their return to duty in advance of that date.

(b) The Employer may request proof of illness **in accordance with the *Employment Standards Act and Regulation***. The Employer's request will not be unreasonable or discriminatory. The Employer will not request a diagnosis of the employee's condition.

ARTICLE 20 – SPECIAL AND OTHER LEAVES

20.1 Bereavement Leave

~~(a)~~ Bereavement leave of absence of three days with pay will be granted to a regular employee at the time of notification of death, upon applications to the Employer, in the event of a death of a member of the employee's immediate family. This will include parent (or alternatively stepparent, or foster parent), spouse, common-law spouse, child, stepchild, brother, sister, parent-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. Up to an additional two days without loss of pay may be taken associated with travel.

~~(b)~~**(a)** Effective April 1, 2024, ~~b~~**B**ereavement 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, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This will include parent, stepparent, foster parent, spouse, common-law spouse, child, stepchild, foster child, sibling, stepsibling, parent-in-law, grandparent, grandchild, legal guardian, ward and any person who lives with an employee as a member of the employee's family. 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 stillbirth or an employee's partner's miscarriage or stillbirth.

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

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

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

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) ~~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~~
up to five days;
- (i) 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.— **up to one day**
- (j) 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 (h)~~ **special leave** above.

For the purpose of (h), an employee does not need to complete their probation to be entitled to the leave in accordance with the *Employment Standards Act*.

20.7 Benefits While on Unpaid Leave of Absence

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of 20 work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of 20 work shifts in any calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures outlined by the Employer. Any employee granted an unpaid leave of absence totalling up to 20 working days in any year will continue to accumulate seniority and all benefits.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds 20 working days in any year, the employee will not accumulate benefits from the 21st day of the unpaid leave, but will accumulate seniority and receive credit for previously earned benefits upon expiration of the unpaid leave.

Payment of benefit premiums will be prorated for partial months.

The Employer will continue to pay its share of the applicable health and welfare benefits while the employee is on a leave arising under Part 6 of the *Employment Standards Act* for which benefit continuation is required.

20.[XX] Emergency Service Leave

Where an employee’s services are required for local emergency operations by request for deployment under the British Columbia *Emergency and Disaster Management Act*, leave from work for a duration as required will be granted without pay.

COMMENTARY

Clause 20.2 – Special Leave

Employees can use their vacation and paid banks (e.g., overtime in lieu banks), excluding sick leave, to pay for any unpaid special leave. The restriction to use paid banks, excluding sick leave, only for (c) and (h) is removed.

To have access to unpaid special leave, an employee must have regular employment status and have completed probation. The exception is (h), as employees (regular and casual) do not need to complete their probation to be entitled to this protected leave under the *Employment Standards Act*.

Clause 20.7 – Benefits While on Unpaid Leave of Absence

Part 6 of the *Employment Standards Act* lists the following as protected leaves:

- 1) Serious personal illness or injury - Unpaid leave
- 2) Illness or injury leave
- 3) Maternity and parental leave
- 4) Family responsibility leave
- 5) Compassionate care leave
- 6) Critical illness or injury leave
- 7) Reservists’ leave
- 8) Leave respecting the disappearance of a child
- 9) Leave respecting the death of a child
- 10) Leave respecting domestic or sexual violence

If an employee is away for any one of these protected leaves, the Employer will continue to pay for health and welfare benefits as if the employee remained at work, and for the allowable period under the *Employment Standards Act*. The 20-work shift grace period does not apply to these leaves. This is a housekeeping change based on recent amendments to the *Employment Standards Act*.

Clause 20.[XX] – Emergency Service Leave

When the BC Government requests an employee’s services under the *Emergency and Disaster Management Act* (e.g., for wildfires, floods, etc.), the employer will grant them leave without pay for the duration required by the Government.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Conditions

The Association of Unions and the Employer agree that regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia pertaining to the working environment, will be fully complied with. First aid kits will be supplied in accordance with this ~~section~~ **clause**.

The Employer, the Union and employees are committed to ensuring a safe and healthy workplace for all. The parties recognize that safety and health is both physical and psychological. The parties agree to cooperate in the promotion of safe working conditions and practices, and the prevention of accidents, injuries including mental health injuries, and occupational diseases. The parties recognize and affirm their respective rights and responsibilities under the *Workers Compensation Act* and the *Occupational Health and Safety Regulation*. For reference, WorkSafeBC information on health and safety programs may be found here: www.worksafebc.com/en/health-safety/create-manage/health-safety-programs.

22.2 Working Environment

The parties agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner. The Employer commits to investigate the use of environmentally friendly products.

It will be the Employer's responsibility to ensure that all working areas and employer-owned vehicles are maintained in a safe and clean condition.

22.3 Joint Occupational Safety and Health Committee

(a) The Employer and the Union agree that policies and guidelines relating to safety and health will be recommended by the **Joint Occupational Safety and Health (JOSH)** Committee. The **JOSH** 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~~ **JOSH** Committee may be established for each of those geographic areas (~~see definition below~~).

(b) The **JOSH** 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) **JOSH** Committee membership will be as follows:

(1) the **JOSH** 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.~~ **two committee members will serve as co-chairs, one selected by the worker representatives and the other selected by the employer representatives.**

(d) The Employer will provide the JOSH Committee with clerical personnel necessary for carrying out its duties and functions.

~~(d)~~**(e)** Worker Representatives who attend meetings of the **JOSH** 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 - 40 (Joint Committees and Worker Representatives) and 70 (Investigation Process) of the *Workers Compensation Act*, will be compensated as prescribed by section 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)~~**(f)** All minutes of the **JOSH** 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. **The minutes will also contain:**

- (1) a list of each active JOSH Committee;**
- (2) the areas that each committee is responsible for, e.g. worksite or program;**
- (3) where and when each committee meets; and**
- (4) the names of the committee members.**

Where there is a worker representative but no committee, the Employer will provide to the worker representative(s) every six months, or more frequently if required by the relevant law or regulation, the equivalent information to that specified in (1), (2), and (4) above as if the worker representative were a member of a joint committee.

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

~~(g)~~**(h)** Each union committee member **and worker health and safety representative** is entitled to an annual educational leave as prescribed by section 41 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)~~**(i)** Each new joint Occupational Safety and Health **JOSH** ~~e~~Committee member and Worker Safety and Health **worker health and 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.

~~(i)~~**(j)** 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 **JOSH** Committee.

~~(j)~~**(k)** 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 WorkSafeBC (~~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.

(l) The JOSH Committee may use the resources of WorkSafeBC, the Union and/or other sources to provide information to the committee members in relation to their roles and responsibilities. A worker representative may contact WorkSafeBC in accordance with Section 48 of the *Workers Compensation Act*.

(m) The JOSH Committee may request from the Employer information that it considers necessary to identify workplace hazards and make recommendations. Such information will be provided in a timely manner and will not be unreasonably withheld.

(n) The JOSH Committee will assist in increasing the awareness of all employees on such topics as: workplace safety, safe lifting techniques, dealing with aggressive clients/residents, WHMIS, and the role and function of the JOSH Committee. The JOSH Committee will assist in fostering knowledge and compliance with the *Occupational Health and Safety Regulation* by all employees.

(o) The JOSH Committee will annually review its mandate to ensure compliance with relevant laws. The JOSH Committee will maintain updated awareness and knowledge of occupational health and safety news and trends and requirements and recommendations of WorkSafeBC.

(p) The Employer will consult with the Union before making a proposal to WorkSafeBC for a variation to joint occupational safety and health committee requirements under the *Workers Compensation Act*.

22.4 Unsafe Work

(a) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulations outlined in Information Appendix B (**Unsafe Work**).

(b) Where occupational health and safety related workload is a concern to an employee, they will discuss the concern with their supervisor and the Employer will provide direction on prioritization of work.

Employees may also refer occupational health and safety related workload concerns to the JOSH Committee for investigation under Clause 22.3 (Joint Occupational Safety and Health Committee).

~~(b)~~(c) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13(1) of the *Occupational Health and Safety Regulations* outlined in Information Appendix B (**Unsafe Work**).

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, 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 **or nurse practitioner**, post traumatic counselling for individuals who

have been exposed to violence, 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~~ **JOSH** 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 the WorkSafeBC Critical Incident Response (**CIR**) Program phone number. The Employer will post the current **CIR Program** contact information at all worksites.

22.6 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury will receive payment for the remainder of their shift.

22.7 Transportation of Accident Victims

Transportation to and from the nearest qualified medical practitioner or hospital for employees requiring medical care as a result of an on-the-job accident will be at the expense of the Employer.

22.8 Check-In for Employees Working Alone or in Isolation

(a) Check-in procedures will be implemented to ensure the safety of all employees who work alone or in isolation. **The JOSH Committee will have the mandate to review such procedures established by the Employer on an annual basis. The designated worker representative or JOSH Committee may make recommendations to the Employer regarding such procedures.**

(b) 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~~ **JOSH** 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 **JOSH** 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.

22.10 Protective Clothing and Supplies

The Employer will supply protective clothing supplies as required by **regulation or** WorkSafeBC. The Employer will maintain and replace such supplies and tools as required.

COMMENTARY

Clause 22.1 – Conditions (Safety and Health)

The Parties confirmed the Employer, Union, and employees are all responsible for ensuring the workplace is safe and healthy both physically and psychologically by following the *Workers Compensation Act* and the *Occupational Health and Safety Regulation*. A resource for the parties is the WorkSafeBC information on health and safety programs: www.worksafebc.com/en/health-safety/create-manage/health-safety-programs

Clause 22.3 - Joint Occupational Safety and Health Committee

The JOSH Committee is to be co-chaired by one worker representative and one employer representative which reflects the requirement of WorkSafeBC. The Employer will provide the clerical personnel for the committee, which also reflects the requirement of WorkSafeBC.

Minutes of the committee will contain:

- (1) a list of each active JOSH Committee;
- (2) the areas that each committee is responsible for, e.g. worksite or program;
- (3) where and when each committee meets; and
- (4) the names of the committee members.

For employers who have no committee (less 20 employees) and have a worker representative instead, the Employer will provide to the worker representative(s) every six months, or more frequently if required by WorkSafeBC, the equivalent information to that specified in (1), (2), and (4).

The JOSH Committee:

- 1) may request from the Employer information that it considers necessary to identify workplace hazards and make recommendations and the Employer will provide such information.
- 2) will raise awareness on: workplace safety, safe lifting techniques, dealing with aggressive clients/residents, WHMIS, and the role and function of the JOSH Committee.
- 3) will assist in fostering knowledge and compliance with the *Occupational Health and Safety Regulation* by all employees.
- 4) will annually review its mandate to ensure compliance with relevant laws.
- 5) will maintain updated awareness and knowledge of occupational health and safety news and trends and requirements and recommendations of WorkSafeBC.

The Employer will consult with the Union before making a proposal to WorkSafeBC for a variation to joint occupational safety and health committee requirements under the *Workers Compensation Act*.

Clause 22.4 – Unsafe Work

Where occupational health and safety related workload is a concern to an employee, they will discuss the concern with their supervisor and the Employer will provide direction on prioritization of work. The Employee may also refer the matter to the JOSH Committee for investigation.

Clause 22.8 – Check-In for Employees Working Alone or in Isolation

The JOSH Committee will annually review the check-in procedures for those working alone or in isolation and make recommendations regarding such procedures.

ARTICLE 24 – PROMOTION AND STAFF CHANGES

24.4 Transfers

- (a) It is understood by the parties that ~~the~~ employees may request a transfer on a temporary basis, in cases where it is unsafe for the ~~unborn child~~ fetus of a pregnant employee.
- (b) In certain other cases, relocation may be in the best interest of the employee and/or the Employer. In such cases, and where bona fide reasons exist, transfers may take place.
- (c) In the case of temporary transfers (e.g. in relation to Clause 11.9 [Employee Investigations]), the Employer will provide written reasons and will include the expected date of return.**
- (d) Other than where Clause 11.9 (Employee Investigations) applies In the case of permanent transfers, the Employer will provide written reasons for permanent transfers, a minimum of 15 days prior to transfer and discuss the details of the transfer with the employee to identify and potentially mitigate the impacts of the transfer.**

COMMENTARY

If a transfer is temporary (e.g., employee investigation), the employer will advise the employee in writing why they are being temporarily transferred (e.g., investigation regarding their conduct) and if known, provide an expected date of return. If not known, then employers should state that they do not have an expected date of return.

If the transfer is permanent (e.g., best interest of employee and/or Employer and bona fide reason – person served triggered by employee and employee needs to be transferred for their safety), the employer will discuss the details with the employee to identify and potentially mitigate impacts of the transfer. The details would include the features of the new position e.g., worksite address, hours of work, overview of persons served, etc. The Employer only needs to enquire and consider the impacts of the change on the employee. The employer can still proceed with the transfer, but the discussions may assist in making the terms of the transfer more seamless for the employee.

24.15 Float Positions (NEW)

Except as expressly set out in local issues memoranda, the following provisions shall apply:

- 1-(a)** 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 (**Hours of Work**), 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.

~~2.~~**(b)** Where the Employer establishes float positions, they will be posted in accordance with Article 24 **(Promotion and Staff Changes)**. 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 Clause 27.1 **(Eligibility)**.

~~3.~~**(c)** The information in the vacancy posting shall include the matters identified in Clause 24.2 **(Information in Postings)**, to ensure that applicants are aware of the expectations around work locations, shift schedules and hours per week, with the following variations:

~~(a)~~**(1)** *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 Clause 26.9 **(Transportation Allowance)** should they be required to travel after reporting to work.

~~(b)~~**(2)** *Shift schedule* - the job posting (whether full-time or part-time) will include designated workdays 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~~ **position** may also include a required period of daily availability during which the float employee will be scheduled, **and this period shall be included on the job posting**. The required period of daily availability will be no more than two hours greater than the daily posted hours for float employees with shifts of seven hours or more, and will be no more than one hour greater than the daily posted hours for float employees with shifts of less than seven hours.

~~(c)~~**(3)** *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.

~~4.~~**(d)** Float pool employees are entitled to all the provisions of the collective agreement including Article 15 (Shifts). In relation to Clause 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 Clause 15.5(a) ~~(Work Schedules)~~, due to the nature of float positions, the requirement to post precise work schedules does not apply.

~~5.~~**(e)** Float positions will report to a single designated supervisor.

~~6.~~**(f)** 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.

~~7.~~ This MOA will not apply where there are local issues agreements addressing the establishment of float positions.

MEMORANDUM OF AGREEMENT #22
Float Positions

Note: MOA 22 is deleted and becomes a new Clause 24.15

ARTICLE 27 – HEALTH AND WELFARE BENEFITS

Health and Welfare benefits will be provided by the Healthcare Benefit Trust (HBT) or another competitive carrier who is able to supply equivalent coverage.

Note: See Memorandum of Agreement # 2 (Superior Benefits and Provisions) **and Appendix C (Health and Welfare Benefits Plans Provisions)**

27.1 Eligibility

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

Coverage for an employee in a trial period, who did not have benefit coverage prior to being awarded a temporary or permanent position, will commence on the first day of the month following the month in which the employee completes work in their trial period, not to exceed three months. **For clarity, an employee who has posted into a benefit eligible position will commence benefit coverage on the first day of the month following successful completion of the probation period and will not need to wait until the completion of the trial period.**

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

Note: See Memorandum of Agreement #6 (Health and Welfare Benefits Entitlement Threshold)

[...]

27.3 Definition of Spouse and Other Dependents

"*Common-law spouse*" means two people who have cohabited as spousal partners for a period of not less than one year.

"*Couple*" for the purposes of benefits coverage, will be as defined by the individual plan carriers.

"*Dependent child*" for the purposes of benefits coverage, means an unmarried child until the end of the month in which the child attains the age of 19 years of age if the child is mainly dependent on and living with the employee or their spouse. Coverage may be extended to age 25 years where the dependent child is a full-time student. An unmarried child with ~~physical or developmental~~ disabilities will be covered to any age if they are mainly dependent on and living with the employee or their spouse.

"*Family*" means the employee's spouse as defined above and below and their dependant(s) as defined above.

"*Spouse*" means ~~wife, husband~~ **a married** or common-law spouse.

[...]

27.6 Extended Health Plan

- (a) The Employer will pay 100% of the monthly premiums for the extended health care plan that will cover the employee, their spouse and dependent children, provided they are not enrolled in another plan.
- (b) Eligible regular employees will be provided with an extended health plan covering 80% of eligible expenses, \$45 deductible per person or family.
- (c) ~~There will be coverage for eyeglasses and hearing aids. The allowance for eye exams will be a maximum of \$100 per person per 24 months and the allowance for prescribed eyeglasses or equivalent corrective laser surgery will be to a maximum of 80% of \$350 per person per 24 months.~~ **For details of eligible expenses under the Extended Health Plan, see Information Appendix A.**
- (d) The Extended Health Plan will include access to an Employee and Family Assistance Plan (EFAP) which includes counselling and referral services.

COMMENTARY

If an employee in their probation period successfully posts into a benefit eligible position (e.g. 20+ hours per week), they will commence benefit coverage on the first day of the month following successful completion of the probation period. They do not need to wait until they complete their entire trial period.

Article 28.5 – Copies of Agreement

- (a) The Association of Unions and the Employer desire every employee **and manager** 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 sufficient copies of the agreement for distribution ~~to employees~~.
- (b) The Community Social Services Employers' Association and the Association of Unions ~~will share the cost of printing and distribution~~ **will each pay for their own copies of the collective agreements ordered and for their distribution.**
- (c) The agreements will be printed in a union shop and bear a recognized union label.

COMMENTARY

Collective agreements will be made available electronically. If the parties print copies of the collective agreements, each party is responsible for their own order costs and distribution.

ARTICLE 29 – HARASSMENT AND BULLYING

Preamble

The Employer and the Association of Unions agree that every person working in the social services sector has the right to work in an environment free from harassment **and bullying**. The parties will work jointly to support and implement education and prevention efforts to address harassment **and bullying, recognizing the Employer is responsible for the safety and health of the worksite. The Employer will take such actions as are necessary respecting harassment and bullying of an employee.**

29.1 Personal and Psychological Harassment Definitions

(a) — Personal and psychological harassment, which may include lateral violence, of a repeated, persistent, or singular incident, is conduct 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.

(a) “Harassment and bullying” occurs when someone takes an inappropriate action that they knew or reasonably ought to have known would cause a worker to be humiliated or intimidated. This may be repeated, persistent, or a singular incident. Harassment and bullying includes discriminatory behaviour, sexual harassment, and lateral violence.

For reference, examples of behaviour or comments that might constitute harassment and bullying may be found here: www.worksafebc.com/en/health-safety/hazards-exposures/bullying-harassment.

(b) “Discriminatory behaviour” is based on a person's Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age, or criminal or summary conviction offence that is unrelated to employment.

(c) “Sexual harassment” refers to sexually oriented behaviour initiated by any person and directed toward any other person, regardless of sex, sexual orientation, or gender identity or expression. Persons may be Two-Spirit, cisgender, transgender, non-binary, agender, and/or gender nonconforming.

Sexual harassment could include, but is not limited to:

- **touching, patting or other physical contact;**
- **leering, staring or the making of sexual gestures;**
- **demands for sexual favours;**
- **verbal abuse or threats;**
- **unwanted sexual invitations;**
- **physical assault of a sexual nature;**
- **distribution or display of sexual or offensive pictures or material;**
- **unwanted questions or comments of a sexual nature;**

- practical jokes of a sexual nature.

Sexual harassment may be accompanied by an expressed or implied threat of reprisal or promise of reward.

(d) “Lateral violence” refers to harassment and bullying as defined in (a) above. While the definition is the same, the causes and power dynamics may be different, as lateral violence is directed from employee to employee, particularly among those with similar levels of power, where each is a member of the same or another marginalized or oppressed group. Lateral violence is distinguished from general harassment and bullying by virtue of its causes and the similar power level and/or marginalized or oppressed status of the complainant and respondent. Addressing and resolving this form of harassment and bullying may benefit from tailored resources and strategies, such as the establishment of alternate dispute resolution processes. [See MOA #24 (Lateral Violence)]

~~(b)~~**(e)** 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 **and bullying**.

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

~~(c) — Sexual harassment refers to behaviour initiated by any person and directed toward any other person. Persons may be Two Spirit, cisgender, transgender, non-binary, agender, and/or gender nonconforming.~~

29.329.2 Harassment and Bullying Complaints

(a) An employee with an allegation of harassment **and bullying** is called the complainant and the person who they are making a complaint against is called the respondent.

(b) A harassment **and bullying** complaint **under this article** is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.

- (c) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.
- (d) The complainant and the respondent (if they are a member of the Union) have the right to union representation.
- (e) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (f) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (g) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

29.429.3 Complaints Procedure

(a) **(1)** A formal complaint must be submitted in writing within six months of the ~~last~~ **latest** alleged occurrence.

~~(b)~~**(2)** A complaint must be submitted through the Union and/or directly to the Executive Director (or the equivalent or designate). When the Executive Director has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days.

~~(c)~~**(3)** The complaint must contain the specific instance(s) and date(s) that the alleged harassment **and bullying** occurred, the names of any witnesses, an explanation of how the action constitutes a violation of Article 29 (Harassment **and Bullying**), and the remedy sought.

~~(d)~~**(b)** **(1)** The Executive Director or their designate will investigate the complaint and will complete their report in writing within 30 days **of receipt**.

~~(e)~~ The Employer will take action to resolve the complaint within 10 days of receiving the investigator's report.

~~(f)~~ The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and the resolution of the complaint.

~~(g)~~**(2)** If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.

~~(h)~~ If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.

~~(i)~~**(c)** If the respondent is the Executive Director **or Chief Executive Officer (CEO)** (or equivalent **highest-ranking administrative official**), or where there are possible systemic issues or multiple complaints, the following process will be used:

(1) The complainant will contact the Union.

(2) As soon as possible but within 30 days the Union will notify the Executive Director **or CEO** (or equivalent **highest-ranking administrative official**) and CSSEA. Clause ~~29.4 (a) and (c)~~

29.3(a)(1) and (3) apply to the notice. CSSEA will inform the Employer's Board of Directors or Owner.

(3) CSSEA and the Union will appoint an investigator to resolve the complaint from Appendix B (List of Arbitrators). (The person appointed is referred to below as "*the Appointee Investigator*".)

(4) After consultation with the parties involved, the ~~Appointee~~ **Investigator** will establish the process to resolve the complaint. The process may include - at the ~~Appointee's~~ **Investigator's** discretion - any of the following (or any combination of them): fact-finding, mediation, making recommendations or a full report, or conducting an expedited arbitration. In exercising their discretion with respect to the process, the ~~Appointee~~ **Investigator** will consider the parties' desire that the process be fair and expeditious, that it minimizes disruption in the workplace, that it respects individual privacy to the degree possible in the circumstances, and that it keeps costs to a reasonable level.

(5) The ~~Appointee~~ **Investigator** will submit any report or recommendations **within 60 days of their appointment** to CSSEA and the Union. The report and recommendations will remain confidential, except for distribution to the Employer's Board of Directors or Owner, the complainant and the respondent. The ~~Appointee~~ **Investigator** may stipulate conditions ~~she/he~~ **they** deems appropriate with respect to distribution. Any outcomes of the process are without prejudice or precedent for other proceedings.

~~(5)~~**(6)** The ~~Appointee's~~ **Investigator's** fees and expenses will be shared by the Employer and the Union.

~~(j)~~**(d)** The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

COMMENTARY

Clause 29.1 – Definitions (Harassment and Bullying) and MOA 24 Lateral Violence

The definitions for discriminatory behaviour and sexual harassment are not new but reformatted.

The definition for lateral violence is new and is the result of the work done by a joint committee (MOA #24). “Lateral violence” is:

- 1) directed from employee to employee, particularly among those with similar levels of power, where each is a member of the same or another marginalized or oppressed group.
- 2) distinguished from general harassment and bullying by virtue of its causes and the similar power level and/or marginalized or oppressed status of the complainant and respondent.

The parties agree that addressing and resolving this form of harassment and bullying may benefit from tailored resources and strategies, such as the establishment of alternate dispute resolution processes, which a joint committee will discuss and make recommendations to the bargaining principals no later than December 31, 2026.

Clause 29.3 – Complaints Procedure

CSSEA will inform an agency’s Board of Directors or the Owner if:

- 1) the respondent to a harassment and bullying complaint is the Executive Director or Chief Executive Officer (CEO) (or equivalent highest-ranking administrative official),
- 2) there are possible systemic issues, or
- 3) there are multiple complaints.

An investigator listed in the Collective Agreement must be used for these files and the investigator will submit their report or recommendations within 60 days of their appointment.

ARTICLE 30 – CASUAL EMPLOYEES

30.4 Leaves of Absence

(a) The Employer will grant, on written request, leave of absence without pay and seniority:

(1) for casual employees to seek election in a federal, provincial, municipal, First Nations or other Indigenous election for a maximum period of 90 days; and

(2) for casual employees selected for a paid position with the Union or any body to which the Union is affiliated for a period of up to one year and will be renewed upon request of the Union;

~~(2)~~**(3)** for casual employees elected to a public office for a maximum period of five years;

(4) for casual employees elected to a full-time position of the Union or any body to which the Union is affiliated, the leave will be for the period of the term and will be renewed upon request of the Union; and

(5) for casual employees appointed or elected to a full-time position with a First Nations or other Indigenous organization, the leave will be for the period of the term and will be renewed upon request of the Union.

(b) A casual employee eligible to vote in a federal, provincial, municipal or First Nations or other Indigenous election or a referendum will have four consecutive clear hours during the hours in which polls are open in which to cast their ballot.

(c) In the case of bereavement leave, casual employees are entitled to leave as per Clause 20.1 (Bereavement Leave) without pay.

(d) Attendance at court arising from employment will be with pay and travel expenses if required.

(e) Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave will be in writing. Upon request, the Employer will give reasons for withholding approval.

(f) An employee who resigns their position and within 60 days is re-employed, will be granted a leave of absence without pay covering those days absent and will retain all previous rights in relation to seniority.

30.6 Application of Agreement to Casual Employees

The following provisions do not apply to casual employees:

The provisions of

(a) Article 13 (Layoff and Recall);

(b) These clauses of Article 14 (Hours of Work):

(1) Clause 14.5 (Flextime);

(2) Clause 14.7 (Standby Provisions);

(c) Article 17 (Holidays);

(d) Article 18 (Annual Vacations);

(e) These clauses of Article 19 (Sick Leave):

(1) Clause 19.3 (Medical/Dental Appointments)

(2) Clause 19.4 (Workers' Compensation Benefit), except 19.4(a) (re. wage loss benefits)

(f) These clauses of Article 20 (Special and Other Leaves):

(1) Clause 20.1 (Bereavement Leave)

(2) Clause 20.2 (Special Leave), except 20.2(h) (re. family responsibility leave)

(3) Clause 20.3 (Full-Time Union or Public Duties)

(4) Clause 20.4 (Leave for Court Appearances)

(5) Clause 20.6 (General Leave)

(6) Clause 20.7 (Benefits While on Unpaid Leave of Absence)

(7) Clause 20.10 (Ceremonial, Cultural, and Spiritual Leave for Indigenous Employees)

(g) Article 23 (Technological Change);

(h) Article 27 (Health and Welfare Benefits) and

(i) Article 31 (Municipal Pension Plan) except as set out in the Plan Rules, ~~do not apply to casual employees.~~

COMMENTARY

Clause 30.4 – Leaves of Absence (Casual Employees)

Casual employees are entitled to these additional leaves without pay and they do not accrue seniority during these leaves:

- 1) selected for a paid position with the Union or any body to which the Union is affiliated for a period of up to one year and will be renewed upon request of the Union;
- 2) elected to a full-time position of the Union or any body to which the Union is affiliated, the leave will be for the period of the term and will be renewed upon request of the Union; and
- 3) appointed or elected to a full-time position with a First Nations or other Indigenous organization, the leave will be for the period of the term and will be renewed upon request of the Union.

These leaves are now consistent with those currently provided to regular employees under Clause 20.3 – Full-Time Union or Public Duties as leave without pay, however regular employees do accrue seniority during these leaves and casual employees will not.

ARTICLE 32 – TERM OF AGREEMENT

32.1 Duration

This agreement will be binding and remain in effect until midnight, March 31, ~~2025~~ **2029**.

32.2 Notice to Bargain

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, ~~2024~~ **2028**.

(b) Where no notice is given by either party prior to ~~December 31, 2024~~ **January 1, 2029**, both parties will be deemed to have been given notice under this article on ~~December 31, 2024~~ **January 1, 2029**.

(c) All notices on behalf of the Unions will be given by the Association of Unions and similar notices on behalf of the Employer will be given by the Community Social Services Employers' Association.

32.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 32.2 (Notice to Bargain), the parties will, within 14 days after the notice was given, commence collective bargaining.

32.4 Changes in Agreement

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

32.5 Effective Date of Agreement

The provisions of the agreement will come into full force and effect on the date of ratification, unless specified otherwise.

32.6 Agreement to Continue in Force

Both parties will adhere fully to the terms of this agreement until a strike or lockout occurs.

32.7 Retroactivity

Employees who have severed employment prior to the date of ratification of this collective agreement will be paid retroactivity. The Employer will notify all such employees once, in writing, at their last known address, that such retroactivity is payable upon written application. Written application must be received by the Employer within 60 days of notification. Retroactivity will be calculated on paid hours.

COMMENTARY

Retroactivity is paid to employees whose employment ended (terminated or resigned) prior to the date of ratification. The Employer will notify these employees once, in writing, at their last known address, that such retroactivity is payable upon written application. Written application must be received by the Employer within 60 days of notification. Retroactivity will be calculated on paid hours.

APPENDIX B
List of Arbitrators

Full Arbitrators

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

Corinn Bell	John Hall	Vince Ready
Mark Brown	Koml Kandola	Chris Sullivan
Elaine Doyle	Wayne Moore	
<u>Jacque de Aguayo</u>	<u>Stephen Kelleher</u>	
	<u>Allison Matacheskie</u>	
	<u>Julie Nichols</u>	

Expedited Arbitrators

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

Megan Ashbury	Koml Kandola	Amanda Rogers
Corinn Bell	Wayne Moore	Ken Saunders
Paula Butler	<u>Brett Matthews</u>	Chris Sullivan
<u>Tonie Beharrell</u>	Julie Nichols	<u>Trevor Sones</u>
<u>Najeeb Hassan</u>		

Harassment and Bullying Investigators

The following Appointees are named by the parties on a trial, without prejudice basis, to address complaints filed under Clause 29.4(i)(3). These appointments are extinguished upon the expiration of the collective agreement unless their extension is agreed to in writing.

- **Jessica Bowering**
- Robyn Gervais
- Sarah Lumsden
- Yuki Matsuno
- ~~Arvin Asadi~~
- **Fiona McFarlane**

Interest Arbitrator

~~Mark Brown~~ **Brett Matthews**

CSSEIP Coordinator

The parties agree to the elimination of the CSSBA CSSEIP Coordinator position, with a consequential change to Appendix C, as follows:

APPENDIX C Health and Welfare Benefits Plans Provisions

[...]

LONG-TERM DISABILITY (LTD)

[...]

Early Intervention Program (EIP)

11. The EIP Provider will copy the Employer, the Union, and the **CSSEA** CSSEIP Coordinators on correspondence to the employee. Such correspondence will be sent immediately upon:

[...]

CSSBA acknowledges the consequential need to return the first installment paid for the CSSBA CSSEIP Coordinator position.

COMMENTARY
CSSBA will not have a CSSEIP Coordinator. CSSEA will retain the CSSEIP Coordinator position.

MEMORANDUM OF AGREEMENT #1

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.
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), no later than ~~September 15th the year before expiry~~ **four months after the date of ratification** of the collective agreement **by both parties**. Negotiations must be concluded ~~by December 15th~~ **no later than seven months after the date of ratification of the collective agreement** and, if not, will be referred to interest arbitration. All negotiations, including interest arbitrations, must be concluded ~~by January 31st of the following calendar year~~ **no later than eight months after the date of ratification of the collective agreement**. ***Transition note: This provision does not apply during the term of the agreement commencing April 1, 2025 as local issues renegotiations were recently concluded in spring 2025. This provision will be effective in the next renewal 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~~ **four-month** deadline above, the current local issue agreement will be automatically renewed. Further, any items that are not addressed in the notice and in the proposals will be automatically renewed. **A local issues MOA that is automatically renewed will be re-signed in each round, with only the date of signing and names of signatories being updated, so that the parties can reference a current version of their local issues MOA.**
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~~ (see Appendix B [List of Arbitrators]).

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.

COMMENTARY

Effective the next renewal collective agreement, local issues negotiations will no longer be conducted before main table bargaining. The new process is as follows:

- 1) Notice to negotiate local issues, along with the proposals to amend the local issues MOA, must be served by one party on the other, no later than four months after the date of ratification. If no notice is served by the four-month deadline the current local issue agreement will be automatically renewed and re-signed, with only the date of signing and names of signatories being updated, so that the parties can reference a current version of their local issues MOA.
- 2) Negotiations must be concluded no later than seven months after the date of ratification of the collective agreement and, if not, will be referred to interest arbitration.
- 3) All negotiations, including interest arbitrations, must be concluded no later than eight months after the date of ratification of the provincial collective agreement.

**MEMORANDUM OF AGREEMENT #3
New Certifications and Variances**

The parties agree to the following:

(1) New Certifications

(a) The non-monetary provisions of the collective agreement will become effective four months from the date of certification or the date of the Order-in-Council designating the agency a member of CSSEA whichever is first. **For clarity, where the date of certification precedes the date of the Order in Council by four months or more, the non-monetary provisions will become effective on the date of the Order in Council.**

(b) The monetary provisions of the collective agreement will become effective four months from the date of the Order-in-Council, making the agency a member of CSSEA.

(c) The Union and Employer will begin negotiating a local issues agreement no later than four months after the issuance of the Order in Council making the agency a member of CSSEA. Where a local issues agreement has not been reached within seven months after the issuance of the Order in Council, or a later date as the parties may agree, the matter will be referred to interest arbitration. The interest arbitration must be concluded no later than eight months less a day after the issuance of the Order in

Council, or a later date as the parties may agree. Such local issues agreement will be effective eight months after the issuance of the Order in Council unless the parties agree otherwise. In the event a local issues agreement is forwarded to interest arbitration, and a decision is not rendered within the prescribed timeline, terms and conditions of the outstanding issues will come into effect as of the date of the decision.

(2) Variances

The following will not apply to variances of a strictly administrative nature.

(a) The non-monetary provisions of the collective agreement will become effective two months from the date of the variance issued by the Labour Relations Board.

(b) The monetary provisions of the collective agreement will become effective four months from the date of the variance issued by the Labour Relations Board.

(c) Where the certification for an existing CSSEA member employer is varied, the existing local issues agreement will apply to the expanded portion of the bargaining unit. Where provisions of the existing local issues agreement require amendment to apply to the expanded portion of the bargaining unit, only those provisions will be subject to negotiations, while all other provisions will apply. Where the parties do not agree, the matter may be referred to interest arbitration.

COMMENTARY

New Certifications

- 1) Non-monetary provisions are effective four months from date of certification or date of Order in Council. If the date of certification precedes the date of the Order in Council by four months or more, then non-monetary provisions will become effective on the date of the Order in Council.
- 2) Monetary provisions remain effective four months from the date of the Order-in-Council.
- 3) Local issues negotiations commence no later than four months after the issuance of the Order in Council. If no agreement is reached within seven months after the issuance of the Order in Council, or a later date as the parties may agree, the matter will be referred to interest arbitration.

Variances

- 1) Existing local issues agreement will apply to the expanded portion of the bargaining unit.
- 2) Where provisions of the existing local issues agreement require amendment, only those provisions will be subject to negotiations, while all other provisions will apply. Where the parties do not agree, the matter may be referred to interest arbitration.

MEMORANDUM OF AGREEMENT #10
Continuity of Service and Employment

between the
Government of the Province of British Columbia
and the
Community Social Services Employers' Association (CSSEA)
and the
Community Social Services Bargaining Association (CSSBA)

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, which is revised for the current round, and reads as follows:

Definitions

To the extent that this memorandum of ~~understanding~~ **agreement** ("~~the MOU~~ **MOA**") 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~~ **MOA**:

"*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~~ **MOA** is to promote client service and employment continuity.

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

No party to the ~~MOU~~ **MOA** 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~~ **MOA**.

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

The ~~MOU~~ **MOA** does not operate with respect to any contracting commenced prior to December 1, 2013, and it expires for all purposes on ~~October 31, 2025~~ **March 31, 2029 subject to the collective agreement continuing to be in effect under Clause 32.6 (Agreement to Continue in Force).**

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, **including those on a leave arising from or related to a protected characteristic under the Human Rights Code, at the time of the contracting,** will be interviewed and assessed, ~~and to~~ **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, **aside from being on a leave as referred to above. Employees on leave arising from or related to a protected leave under the Human Rights Code may opt to be interviewed and assessed at the time of contracting or at the end of their leave.** ~~Employees~~ **Other 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~~ **the MOA** are with the receiving Employer.

(h) ~~This memorandum~~ **The MOA** will also apply to agencies ~~who~~ **that** 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 **of settlement** dated ~~February 3, 2023~~ **April 20, 2026**.

COMMENTARY

Displaced employees on a leave arising from or related to a protected characteristic under the *Human Rights Code* (e.g., maternity or parental leave) have the option to be interviewed and assessed by the receiving Employer at the time of contracting, or at the end of their leave.

Displaced employees on a leave not arising from or related to a protected characteristic under the *Human Rights Code* (e.g., general leave) will be assessed by the receiving Employer for a vacancy at the end of their leave.

MEMORANDUM OF AGREEMENT #15 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;

The JBWG

2. The purpose of the JBWG is to monitor and make 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, 2024 or a later date as agreed, the~~ **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 **by a date mutually agreed by CSSEA and CSSBA.**

Determination of the Fixed Percentage

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

- Community Living Services - ~~7.89% as of 2021~~ **9.39% as of 2023**
- General Services - ~~7.46% as of 2021 (note: 7.91% for 2020)~~ **8.96% as of 2023**
- Indigenous Services - ~~8.06% as of 2021 (note: 7.6% for 2020)~~ **9.56% as of 2023**

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

Mitigation

11. If the cost of benefits exceeds the fixed percentage, only the CSSBA representatives of the JBWG will determine the necessary mitigation measures to restore the fixed percentage, deciding what cost saving measures to adopt, and they will notify the CSSEA and government of their decision for implementation.

MEMORANDUM OF AGREEMENT #20 Labour Adjustment, Education and Training Fund (LAEF) Memorandum

The **Labour Adjustment, Education and Training Fund (LAEF)** funds will be held in trust ~~by the Community Social Services Bargaining Association~~ and will continue to be jointly administered ~~with~~ **by** the Community Social Services Employers' Association **and the Community Social Services Bargaining Association.**

MEMORANDUM OF AGREEMENT #21
Other Training Initiatives

1. The ~~Community Social Services Bargaining Association (CSSBA)~~ **and/or CSSEA** 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 memorandum of agreement, for the benefit of its members.
2. 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
3. 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.
4. The CSSBA **and/or CSSEA** will continue to provide a regular update on training initiatives covered **and funds provided** under this MOA at Sector Committee meetings, and will discuss content, delivery and access to paid time for training as appropriate.
5. ~~One-time funding was provided to the CSSBA under the previous version of this MOA pursuant to the December 16, 2020 Transfer Agreement, and will be updated as necessary.~~

MEMORANDUM OF AGREEMENT #24
Lateral Violence

The CSSBA and CSSEA agree and acknowledge that “*lateral violence*” is a recognized form of ~~personal and psychological harassment~~ **and bullying** as ~~stated~~ **defined** in Clause 29.1 (**Definitions**). ~~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.~~

The parties agree that lateral violence is a product of systemic oppression, colonization, and intergenerational trauma, that perpetuates internalized biases such as racism, ableism, homophobia, transphobia, and sexism, and reinforces structural inequities. It is these causes, and the power level and/or marginalized or oppressed status of the persons involved, as opposed to differences in the inappropriate actions themselves, that distinguish lateral violence from harassment and bullying. [See the definition of “lateral violence” in Clause 29.1(d).]

Although “lateral violence” refers to harassment and bullying as defined in Clause 29.1(a) and may be addressed under the existing Article 29 (Harassment and Bullying) provisions, the parties wish to explore alternate dispute resolution processes for addressing such complaints.

~~Within 30 days of ratification of the collective agreement, the~~ **The** CSSBA and CSSEA will form **continue** a **lateral violence** joint committee to further discuss and develop language on the definition, causes and potential **make recommendations on resources and strategies, including** alternate dispute resolution, process **that may be appropriate** for **preventing and** addressing lateral violence in the workplace.

The **Lateral Violence** 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 **Indigenous and equity-seeking** subject-matter experts **on lateral violence and/or alternate dispute resolution** to its meetings.

No later than eight months prior to the end of the term of the agreement **December 31, 2026**, the Joint Committee will make recommendations to the bargaining principals on a definition and **resources and strategies, including** alternate dispute resolution processes ~~to include in a renewal agreement.~~

MEMORANDUM OF AGREEMENT [XX]
Workplace Violence/Aggressive Conduct and Psychological Safety and Health

During the term of the 2025 to 2029 collective agreement, the Provincial Safety and Health Working Committee under Memorandum of Agreement #17 will consider the matters of workplace violence/aggressive conduct and psychological safety and health, including the matter of secondary trauma. The Working Committee will make recommendations to the bargaining principals on these matters by April 1, 2028.

MEMORANDUM OF AGREEMENT [XX]
Benchmark Review

The matter of JJEP benchmarks for supportive housing work and for work involving the administration of medication is referred to the Joint Classification Technical Committee. The Committee will provide a report, including any recommendations, to the bargaining principals by January 31, 2028.

PART 3 – INDIGENOUS SERVICES COLLECTIVE AGREEMENT CHANGES

ARTICLE 20 – SPECIAL AND OTHER LEAVES

20.1 Bereavement Leave

~~(a) — Bereavement leave of absence of three days with pay will be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This will include parent (or alternatively stepparent, or foster parent), spouse, common-law spouse, child, stepchild, brother, sister, parent-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. Up to an additional two days without loss of pay may be taken associated with travel.~~

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

~~(a)(b)~~ **(a)(b)** Effective April 1, 2024, 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, upon applications to the Employer, in the event of a death of a member of the employee's immediate family. This will include parent, stepparent, foster parent, spouse, common-law spouse, child, stepchild, foster child, sibling, stepsibling, parent-in-law, grandparent, grandchild, the sibling of a parent **or their spouse**, legal guardian, ward and any person who lives with an employee as a member of the employee's family. 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)(c)~~ **(b)(c)** When established ethno-cultural or religious practices provide for ceremonial occasions other than the bereavement period outlined above, the balance of the bereavement leave as provided above, if any, may be taken at the time of the ceremonial occasion.

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

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

20.10 Ceremonial, Cultural, and Spiritual Leave for Indigenous Employees

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

Definitions:

A ceremonial, cultural, or spiritual **activity event** under this section includes any **activity event** that is significant to an Indigenous employee's **ways of knowing and being** 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~~ **An** Indigenous employee may request up to two days of leave per calendar year without loss of pay to participate in **an Indigenous employee's ways of knowing and being** 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 Clause 20.1 (Bereavement Leave).

(b) Where an employee applies to **participate** attend, as a responsibility or obligation, ~~an Indigenous spiritual/ceremonial event~~ **in a ceremonial, cultural, or spiritual activity event under this section**, the Employer will grant up to an additional two days of paid leave per year provided:

~~(1) The employee takes or has taken~~ **one day** ~~two days~~ unpaid leave pursuant to Clause 20.2(j);

~~(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 ~~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 advance notice to the Employer as possible; for unexpected ceremonies or events, the employee will make every effort to provide at least seven calendar days' notice of the leave.

~~Note: Leaves outlined in this clause are effective April 1, 2024.~~

ARTICLE 21 - MATERNITY AND PARENTAL LEAVE

21.1 to 21.9 *Maintain Current Language*

21.10 Supplemental Employment Benefit (SEB) Plan Allowances

(a) *Benefit Waiting Period Allowance*

(1) An employee who qualifies for and takes leave pursuant to 21.1 or 21.2 and is required by Employment Insurance to serve a one-week waiting period for Employment Insurance Maternity/Parental benefits, shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay.

(2) An employee who qualifies for and takes leave pursuant to 21.1 or 21.2 and takes the maximum leave entitlement shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay for the last week of the leave entitlement.

(b) *Maternity Leave Allowance*

(1) An employee who qualifies for maternity leave pursuant to Clause 21.1, shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.

(2) Pursuant to the Supplemental Employment Benefit (SEB) Plan, the maternity leave allowance will consist of 15 weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

(c) *Parental Leave Allowance*

(1) An employee who qualifies for ~~maternity~~ **parental** leave pursuant to Clause 21.2, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

(2) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for standard parental leave, the standard parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weeks standard parental leave allowance between them.

(3) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for extended parental leave, the extended parental leave allowance will consist of a maximum of 61 weekly payments equivalent to the overall amount the employee would have received with 35 weekly payments calculates under the standard parental leave allowance. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weekly payments spread out over 61 weeks extended parental leave between them.

(d) *Maternity and/or Parental Leave Allowance Repayment*

(1) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to this clause (Clause 21.10), an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.

(2) Should the employee fail to return to work and remain in the employ of the Employer for the return-to-work period in (a) above, the employee shall reimburse the Employer for the maternity, parental, and/or benefit waiting period leave allowance received under this clause (Clause 21.10) on a pro rata basis.

ARTICLE 26 – PAYMENT OF WAGES AND ALLOWANCES

26.10 Meal Allowance – Effective the first full pay period on or after July 1, 2026

Employees on the Employer's business away from their worksite or out of their region and with the approval of the Employer will be entitled to reimbursement for meal expenses incurred to the maximum set out below. This article will not apply to employees who, on a day-to-day basis, do not work in a fixed location.

Breakfast	\$10.56 15.47
Lunch	\$12.94 17.90
Dinner	\$22.44 30.93

Receipts are not required when claim meal allowance.

**MEMORANDUM OF AGREEMENT #30
 Retention Incentive Payments**

The parties recognize that Indigenous Service Agencies covered by the Indigenous Services Collective Agreement face additional complexity in delivering services to Indigenous clients and communities.

Staff at the Indigenous Service Agencies require additional knowledge and training on the delegation process, Indigenous ways of life and cultural differences. Staff must also have the training or knowledge to effectively engage with the traumas associated with the past colonial practices of residential schools and with the different layers of racism and systemic racism that Indigenous children, youth, families, and communities face.

The parties agree that additional measures to assist in staff recruitment and retention will support these objectives. As such, the parties agree to implement the following retention incentive payments for the term of the ~~2022 to 2025~~ **2025 to 2029** Indigenous Services Collective Agreement:

1. Eligible employees are regular and casual ~~provincially funded~~ Indigenous Services bargaining unit employees and employees seconded to eligible positions ~~from provincially funded employers~~.
2. The maximum retention incentive payments are:

	Wage Group	Maximum Benefit
Wage Tier 1	JJEP Grid 1 to JJEP Grid 12; 5 (PCPSA BCGEU) to 42 13 (PCPSA BCGEU)	\$1,500
Wage Tier 2	JJEP Grid 13 to JJEP Grid 16; 43-14 (PCPSA BCGEU) to 23 (PCPSA BCGEU)	\$1,900
Wage Tier 3	JJEP Grid 17 & up JJEP 13P and up; 24 (PCPSA BCGEU) and up	\$2,400

3. An eligible employee's entitlement to the appropriate retention bonus is based on their wage rate on March 31. The retention incentive payment is payable annually at the beginning of the applicable fiscal year for eligible employees who are employed at an Indigenous Services employer as of March 31 of the previous fiscal year. The memorandum of agreement will commence for the ~~2022/23~~ **2025/26** fiscal year such that the first retention payment will ~~be due~~ occur in April ~~2026~~ **2023**.
4. An eligible employee is entitled to the maximum incentive payment where the employee has been paid for 1,750 hours by the Employer during the prior fiscal year (April 1 to March 31). Hours paid in the year less than 1,750 will be divided by 1,750 hours to calculate the prorated payment. The incentive payment will be calculated based on total hours paid at a straight-time rates. For the purposes of calculating this incentive, overtime hours will also be included and will be calculated by the hours worked, not multiplied by the rate of overtime pay.
5. In respect of employees becoming eligible for the retention incentive payment during a fiscal year, the payment will be prorated for partial years based on first day of eligibility. With exception of maternity and parental leave without pay, for clarity, periods of absences on leave without pay, including periods on long-term disability, shall not be included in the calculation of the number of paid hours.
6. Employees who move between agencies within the Indigenous Services Division into a position that is also eligible for the retention incentive payment will port their hours and entitlement for the incentive to their new agency.
7. Employees who become ineligible by no longer being employed on the last day of the fiscal year (e.g., by resignation or termination) shall not receive any payment for that fiscal year. Notwithstanding the foregoing, an employee scheduled to retire and receive a pension benefit under the applicable Pension Plan Rules, will have the retention incentive prorated based on the number of paid hours during the fiscal year. Employees who are moved out of an eligible position as a result of an Employer initiated transfer or hired into an excluded position at an Indigenous Services employer prior to the end of the fiscal year shall also receive a prorated payment for the year.
8. It is understood that the retention incentive payments are not pensionable, and do not form part of base pay.
9. This agreement is extinguished and expires following the payment of retention incentives for the ~~2024/25~~ **2028/29** fiscal year.

MEMORANDUM OF AGREEMENT #31
Delegated Wage Rate Classification Process

1. Within 90 days of ratification, the joint classification technical committee will meet for the purpose of developing a job evaluation process or a maintenance agreement and classification manual for jobs that are rated under the Public Service Job Evaluation Plan (PSJEP).
2. The committee will finalize and make recommendations to the principals on a job evaluation process by no later than April 1, 2024. The parties will agree on the effective date of implementation of any agreed upon job evaluation process and any wage adjustments that flow from it.

3. Part of the joint classification technical committee's work will be to evaluate all jobs in the Indigenous Services subsector agreement that have been classified under the JJEP so that those jobs can be reclassified in accordance with the Public Service Job Evaluation Plan (PSJEP). The parties ~~will agree on an effective date for any wage adjustments due to these reclassifications, which shall be prospective only and no earlier than the first pay period following April 1, 2024.~~ **agree that the effective date of implementation of the new Indigenous Services Job Evaluation Plan and the wage adjustments resulting from reclassifications will be the first full pay period following five (5) months after the date of ratification of the 2025 to 2029 Collective Agreement.**

Wage appendices – to be updated.

APPENDIX [X] (NEW)
Maintenance Agreement and Classification Manual

MAINTENANCE AGREEMENT

Preamble

Whereas the parties agreed to establish an Indigenous Services Job Evaluation Plan (ISJEP) following recommendations from the Joint Classification Technical Committee under MOA #31 – Delegated Wage Rate Classification Process of the 2022 – 2025 Indigenous Services (IS) Collective Agreement, the parties further agreed to the following Maintenance Agreement, including the Classification Manual ("this agreement"). Any material changes to this agreement are without prejudice to any disputes that remain unresolved under the previous version of this agreement.

1. Introduction

1.1 The purpose of this Maintenance Agreement is to provide a standard procedure for the description and classification of jobs and the evaluation of work in the Indigenous Services (IS) Collective Agreement

2. Coverage

2.1 The provisions of this agreement will apply to all work that is now or will come within the scope of the IS Collective Agreement.

2.2 This agreement will be subject to the dispute resolution process under Article 7 of this agreement.

3. Existing Rights

3.1 Without intending to create any new rights and obligations but only for greater certainty it is agreed that:

(a) Subject to the collective agreement and subject to the procedures of this agreement, the Employer has the right to organize its work in a manner that best

suits its operational requirements and to establish new jobs and to change existing jobs.

(b) The Union has the right to enforce this agreement and in particular may ensure that:

(i) a job has been established in a proper manner under the terms of the collective agreement and this agreement;

(ii) a job description accurately describes the work required to be done;

(iii) the qualifications established by the Employer for a job are reasonable and relevant to the work required to be done;

(iv) a job is properly classified in relation to the benchmarks;

(v) unique jobs are properly identified and rated; and

(vi) a position is assigned to an appropriate job description.

(c) Where a conflict arises between the collective agreement and this agreement, the collective agreement will take precedence.

4. Benchmark Class Specifications and Public Service Job Evaluation Plan (PSJEP)

4.1 The benchmark class specifications (the "benchmarks") and the ISJEP, in existence at the date of this agreement and agreed to by the parties and listed in Schedule A, will constitute the sole criteria for classifying work covered by the collective agreement. Except as provided for in Clause 7.7(d) of the Maintenance Agreement, no new benchmark will be introduced and no existing benchmark will be changed except by mutual agreement between CSSEA and the CSSBA. Neither party will withhold mutual agreement unreasonably.

4.2 Each benchmark will be rated using the PSJEP and assigned to an appropriate public service classification grid level. The PSJEP wage grid level will appear on the benchmark..

5. Job Descriptions

5.1 The Employer will prepare job descriptions for all jobs for which the Union is the certified bargaining agent.

5.2 The Employer will have the right to determine the content of job descriptions subject to the requirements of this agreement and the collective agreement.

5.3 All job descriptions will include:

(a) job title

(b) benchmark to which the job has been classified

(c) point value rating and the rating rationale in the case of unique jobs

(d) classification grid level

(e) job summary

(f) listing of the typical job duties

(g) qualifications required by the Employer.

5.4 Each regular employee is entitled to a copy of the recognized job description for their position.

6. Classification of New Jobs and Changes to Existing Jobs

6.1 Where the Employer makes a material change to an existing job it will revise the job description. The completed job description will be forwarded to the designated union representative and CSSEA within 20 calendar days.

6.2 Where the Employer establishes a new job it will write a new job description. The completed job description will be forwarded to the designated union representative and CSSEA within 20 calendar days.

6.3 Where the Employer makes a material change to an existing job and the Employer has not revised the job description, the designated union representative or an employee may identify the change to the Employer, CSSEA, and the Union by submitting a Classification Review Form. The Employer will provide a written response to the designated union representative and the employee within 20 calendar days. The designated union representative may refer the issue, including the classification of the job, to the Classification Arbitrator pursuant to the process outlined in Clauses 6.4 to 6.9.

6.4 Within 45 calendar days of receipt of a notice in accordance with Clause 6.1, 6.2, or 6.3 of the Maintenance Agreement, the designated union representative will notify the Employer and CSSEA in writing if they object to the job description and/or classification grid level on the basis of Clause 3.1(b) of this agreement and the relevant provisions of the collective agreement. Notification will include specific details of the objection, and the resolution sought.

6.5 Where the designated union representative does not object, in writing, in accordance with Clause 6.4 of the Maintenance Agreement, the job description and classification will be deemed agreed.

6.6 Within 45 calendar days of the receipt of an objection under Clause 6.4 of the Maintenance Agreement, the Employer will review the objection and notify the designated union representative and CSSEA of its determination in writing.

6.7 If the Employer's written determination is not acceptable or not provided within the time limit, the designated union representative may, within a further period of 30 calendar days, notify CSSEA and the Employer of the intent to refer the dispute to a classification arbitrator for a final and binding decision in accordance with Article 7 of the Maintenance Agreement.

Notification will include a written submission outlining the basis of the objection and the resolution sought.

6.8 Within 45 calendar days of receipt of notification of the intent to refer a dispute to a Classification Arbitrator for a final and binding decision, CSSEA, the Employer, and the designated union representative will attempt to resolve the dispute.

6.9 If the parties are unable to resolve the dispute within 45 calendar days of receipt of notification of the intent to refer a dispute to a Classification Arbitrator for a final and binding decision, the designated union representative or CSSEA may refer the matter to a classification arbitrator for a final and binding decision. CSSEA and the designated union representative will, within 30 calendar days of the referral, submit an Agreed Statement of Facts to the Classification Arbitrator outlining the dispute and the issue(s) that are the subject of the dispute. If the parties are unable to agree on an Agreed Statement of Facts each party will submit, to the Classification Arbitrator and to all parties to the dispute, a separate Statement of Facts outlining the dispute, and the issue(s) that are the subject of the dispute.

7. Dispute Resolution Process

7.1 The classification arbitrators will be agreed upon by CSSEA and the CSSBA for any dispute falling under this agreement.

7.2 The parties will meet every month, or as often as required, to review outstanding matters.

7.3 CSSEA and the CSSBA will make every effort to agree to the expedited arbitration process to resolve disputes. The parties recognize that where the matter is precedential, results in the development of a new benchmark or where the parties are unable to agree, the matter will be resolved using a full arbitration process.

7.4 The expedited arbitration process will be governed by the following principles:

(a) The location of the hearing will be agreed to by the parties.

(b) Unless otherwise mutually agreed, each party will be limited to a four hour presentation.

(c) The parties will utilize staff representatives of the Union and CSSEA to present cases, and will not utilize outside legal counsel.

(d) The parties agree to make limited use of authorities during their presentations.

(e) The decision of the Classification Arbitrator will be final and binding on both parties.

(f) All decisions of the Classification Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards will be of no precedential value and will not thereafter be referred to by the parties in respect of any other matter. The Arbitrator will include the preceding two sentences at the beginning of their Decision. All settlements made prior to hearing will be without prejudice.

7.5 Within 45 calendar days of the receipt of an Agreed Statement of Facts or the separate Statements of Facts, the Classification Arbitrator will make every effort to hear the full or expedited arbitration and render a final and binding decision in writing.

7.6 The Classification Arbitrator will have sole jurisdiction and their jurisdiction will be limited to the application and interpretation of this agreement. Where there is an alleged violation of the collective agreement, the collective agreement grievance procedure will apply.

7.7 With respect to Classification of New Jobs and Changes to Existing Jobs, the decision of the Classification Arbitrator will be based upon the same criteria applicable to the parties themselves. The decision of the Classification Arbitrator will be limited to a direction that:

(a) the position be assigned to another existing job description;

(b) a new job description be prepared by the Employer that more accurately describes the type of duties, the overall scope and level of responsibility, and the required qualifications of the job;

(c) except as outlined in Clause 7.7(d) of the Maintenance Agreement, the job be appropriately classified, provided that the Classification Arbitrator will not have jurisdiction to classify a job except within the existing benchmarks including the existing classification grid levels and wage rates;

(d) where the Classification Arbitrator concludes that a job does not conform to an existing benchmark, the Classification Arbitrator will notify CSSEA and the CSSBA of their decision. CSSEA and the CSSBA will endeavour to establish an appropriate benchmark and benchmark point value rating for the job. If the parties agree that the job is a unique job, the parties will endeavour to rate the job using the PSJEP. Failing mutual agreement by the parties, each party will make a submission within 30 calendar days to the Classification Arbitrator as to the appropriate benchmark, benchmark point value rating and/or unique job point value rating to be established. The Classification Arbitrator will establish a new benchmark or amend an existing benchmark or establish an appropriate point value rating in the case of unique jobs and the decision of the Classification Arbitrator will be binding on the parties. The Classification Arbitrator will also establish, through rating, an appropriate Classification grid level and existing wage rate for the new or revised benchmark, with jurisdiction limited to existing classification grid levels and wage rates. The Classification Arbitrator will not have the jurisdiction to establish new wage rates or classification grid levels.

7.8 Arbitration hearings called by the Classification Arbitrator will have the same status as an arbitration pursuant to the collective agreement.

7.9 The fees and expenses of the Classification Arbitrator for expedited arbitration and arbitration hearings will be borne equally by the Employer and the Union.

8. Pay Adjustments

8.1 Where the rate of pay of a job is adjusted upward, the employee will be placed in the appropriate pay grid level.

8.2 The effective date of pay rate adjustments is determined as follows:

(a) Where a pay rate adjustment occurs as a result of the application of Clause 6.3 initiated by the Union or the employee, the increase will take effect on the date the Employer receives the Classification Review Form identifying the issue from the Union or the employee.

(b) Where a pay rate adjustment occurs as a result of the Employer revising an existing job (Clause 6.1), or creating a new job (Clause 6.2), or negotiation or arbitration related to same, the adjustment will take effect on the first day an employee occupies the position after it was established or revised.

8.3 Where the rate of pay of a job is adjusted downward, the employee will continue to be paid at the employee's current rate of pay until the wage rate in the new job equals or exceeds it. For the purpose of applying general wage increases to these wage-protected employees, the collective agreement will apply.

9. Definitions

(a) Position: a group of duties and responsibilities regularly assigned to one person. It may be occupied or vacant and may be created, changed, or deleted in order to meet operational requirements.

(b) Job: one or more positions performing essentially the same duties, similar scope and level of responsibility, and required qualifications covered by the same job description.

(c) Other Related Duties: the phrase "Other Related Duties" will include those additional duties related to the job and/or the operation of the organization that may be assigned to the employee.

(d) Unique Job: a unique job is a single job which does not match any existing benchmark because the job is uncommon in the Sector, or it involves a type of work not already included in the benchmarks, or because it involves duties and responsibilities that are not essentially similar to an existing benchmark in terms of scope and level of responsibility.

(e) CSSEA: the Community Social Services Employers' Association of British Columbia.

(f) Employer: a community social service organization that is a member of CSSEA.

(g) Union: a single union that is a member of the CSSBA.

(h) CSSBA: Community Social Services Bargaining Association.

(i) Collective Agreement: a collective agreement in force between CSSEA and the CSSBA.

(j) Public Service Job Evaluation Plan (PSJEP): the PSJEP as agreed by the B.C. Public Service Agency and the B.C. General Employees' Union and amended from time to time.

CLASSIFICATION MANUAL

1. Introduction

1.1 The Classification Manual, which forms part of the Maintenance Agreement, outlines the definitions, format and principles of classification to be followed in rating benchmark class specifications, hereafter called benchmarks, in matching jobs to the benchmarks, and in rating unique jobs.

2. Benchmarks

2.1 Benchmarks set forth the overall scope and level of responsibility and the typical duties by which jobs are distinguished and classified under the Classification System.

2.2 Benchmarks also set forth the level of qualifications appropriate for the scope and level of responsibility specified in the benchmark(s).

2.3 Benchmarks do not describe jobs. They are used to classify a wide diversity of jobs by identifying the scope and level of responsibilities.

2.4 Benchmarks are rated using the PSJEP to establish their point value rating and relative value.

3. Format of Benchmarks

3.1 Job Families

All benchmarks are grouped together on the basis of closely related functional activities, fields of work, or occupations. Each of these groups is called a "job family". There are six job families in the Classification System:

- (a) Administrative, Finance and Technical**
- (b) Counsellors and Consultants**
- (c) Front Line Workers**
- (d) Graduate Degrees & Licensed Professionals**
- (e) Operation Support**
- (f) Supervisors and Coordinators.**
- (g) Delegated Professionals.**

3.2 Benchmark Title

Each benchmark within a job family is identified by a benchmark title. For example (note: this is for illustrative purposes only):

<u>Job Family:</u>	<u>Administrative, Finance & Technical</u>
<u>Benchmark Title:</u>	<u>Administrative Assistant 1</u>
<u>Benchmark Title:</u>	<u>Bookkeeper</u>

3.3 Benchmark Duties

(a) The duties listed in a benchmark are a representative sampling of the functions being performed at the scope and level of responsibility that result in a job being classified at the benchmark level.

(b) The listing of typical duties identified on a benchmark is not intended to be exhaustive or all-encompassing. Job duties or responsibilities that are not specifically mentioned in the relevant benchmark are deemed to be encompassed by that benchmark if that job duty or responsibility is essentially similar to the benchmark in terms of scope and level of responsibility, as described in the job summary.

3.4 Benchmark Qualifications

(a) The qualifications set forth in a benchmark reflect the level of education and/or training and the experience appropriate to the scope and level of responsibility of the benchmark.

(b) The parties agree that different qualifications may be required for jobs that are matched to the same benchmark, or for different benchmarks matched to the same classification grid level in order to meet the unique work organization in the Community Social Services Sector.

(c) Membership in a professional association or group is not a required qualification for any job under the Classification System unless required by legislation or regulation.

4. Unique Jobs

4.1 Job descriptions for unique jobs set forth the scope and level of responsibility, the duties and the appropriate level of qualifications for jobs which do not match any existing benchmark because the jobs are uncommon in the Sector, or they involve a type of work not already included in the benchmarks, or because they involve duties and responsibilities that are not essentially similar to an existing benchmark in terms of scope and level of responsibility.

4.2 Jobs which can be integrated are not considered unique jobs.

4.3 Unique jobs are rated using the PSJEP to establish their point value rating and relative value.

5. Wage Rate

5.1 Each benchmark and unique job will be assigned to a Classification grid level. Each Classification grid level under the PSJEP has a corresponding wage rate, which is listed in the collective agreement. For example (note: this is for illustrative purposes only):

Benchmark Title: Administrative Assistant 3 - Classification grid level: 9

6. Principles of Classification

6.1 The PSJEP is used to rate benchmarks and unique jobs and thereby establish their point value rating and relative value.

6.2 The purpose of benchmarks is to establish the means whereby jobs may be properly classified and distinguished. To that end a job should be classified on the basis of best fit according to the overall type of duties and scope and level of responsibilities which are performed to an extent material for a reasonable standard of job classification.

6.3 Unique jobs are rated using the PSJEP and assigned to a classification grid level in accordance with their point value rating.

6.4 Where the parties identify essentially similar duties and responsibilities for a group of unique jobs, a benchmark will be created.

6.5 Integrated Jobs: Where a job encompasses work in two or more benchmarks, and where it is administratively impractical to keep track or even identify when the incumbent is working within one or the other of the classifications, the job will be classified at the highest classification of the jobs being performed.

6.6 Special Licences and Certificates: Where the employee is required by the Employer to carry a special licence, certificate or qualification, they should be classified consistently with such licence, certification or qualification.

6.7 Incumbent employees in positions who do not possess the qualifications set out in the benchmark to which their jobs have been matched will continue to be so classified as long as they continue to occupy the jobs.

6.8 Jobs are classified only by comparison to the benchmarks and not by comparison to other jobs.

6.9 Throughout the whole process of evaluating jobs, it is the job that is evaluated and not the employee.

6.10 Layering Over: Supervisors and lead hands must be compensated at the next rate higher than those they supervise or lead. Where this cannot be accomplished by classification to an existing benchmark, positions designated as layered over will be compensated at the next broadband wage grid level (i.e. one of 6, 9, 12, 15, 18, 21, 24, 27, 30 or 33 as the PSJEP grids are defined by multiples of 3) above the highest position supervised. A supervisor or lead hand, for the purpose of this article, is defined as a worker who reviews, assigns and monitors the work of other assigned workers.

SCHEDULE A

Benchmark Class Specifications and Job Families

Administrative, Finance & Technical

Accountant, Accounting Clerk, Administrative Assistant 1, Administrative Assistant 2, Administrative Assistant 3, Administrative Assistant 4, Bookkeeper, Computer Technical Support Specialist, Database Clerk

Counsellors & Consultants

Addictions Counsellor, Adult, Youth and/or Child Counsellor, Children Who Witness Abuse Counsellor, Children Who Witness Abuse Counsellor-Art Specialist, Employment Counsellor, ESL Instructor, Family Counsellor, Infant Development Consultant, Stopping the Violence Counsellor, Supported Child Care Consultant, Vocational Counsellor

Front Line Workers

Activity Worker, Adult, Youth and/or Child Worker, Asleep Residence Night Worker, Awake Residence Night Worker, Child and Youth Transition House Worker, Child Care Resource and Referral Worker, Community Connector, Community Support Worker, Early Childhood Educator, Early Childhood Educator Assistant, Early Childhood Educator Senior, Emergency Shelter Workers, Family Support Worker, Group Facilitator, Reconnect Worker, Residence Worker, Residence Worker Senior, Residence Child and/or Youth Worker, School Aged Child Worker, School Based Prevention Worker, Settlement and Integration Worker, Special Services Worker, Supervised Access Worker, Transition House Worker, Victim Service Worker, Vocational Worker

Graduate Degrees & Licensed Professionals

Behavioural Consultant, Clinical Counsellor, Licensed Practical Nurse, Nurse, Nutritionist, Occupational Therapist, Physiotherapist, Speech Language Pathologist

Operation Support

Building Maintenance Worker, Cook, Housekeeper, Janitor, Passenger Vehicle Driver, Retail Supervisor, Retail Worker, Truck Driver

Supervisors & Coordinators

Crisis Line Coordinator, Program Coordinator 1, Program Coordinator 2, Residence Coordinator, Volunteer Coordinator

Delegated Professionals

To be developed/determined

MEMORANDUM OF AGREEMENT *(April 8, 2025 – to be updated)* Temporary Market Adjustments (TMAs) in the Main Public Service Agreement

The parties agree to maintain wage parity with the Main Public Service Agreement for all Indigenous Services positions employed by employers who are party to the Indigenous Services collective

agreement, and have agreed to an Indigenous Services Job Evaluation Plan (ISJEP) Maintenance Agreement and Classification Manual. The Main Public Service Agreement is the collective agreement between the Province of British Columbia and the B.C. General Employees’ Union (BCGEU).

The parties recognize that the Main Public Service Agreement provides TMAs to address recruitment and retention challenges with specific bargaining unit positions that may occur over the life of the collective agreement.

Therefore, the parties have agreed that under the 2022-2025 collective agreement, any TMAs, including the associated eligibility and application criteria that were agreed to in the Main Public Service Agreement also applied to IS jobs classified under the ISJEP and were paid in accordance with the public service wage grid levels.

The TMAs currently available under the 19th Main Public Service Agreement and their ISJEP classification match are listed below:

ISJEP Benchmark Title	ISJEP Grid Level	TMA Amount	Application Rules
Accountant	24	+6.6 %	applies solely to those positions where a recognized accounting designation (i.e. CPA, CMA, CGA, CA) is a requirement of the position <u>and</u> the incumbent possesses such designation
Adult, Youth and/or Child Counsellor	24	+ 1 Grid	All positions matched to ISJEP benchmark
Clinical Counsellor	24	+4 Grids	Only those positions that require a Master’s Degree <u>and</u> provide Child and Youth Mental Health Services
Family Counsellor	24	+ 1 Grid	All positions matched to ISJEP benchmark
Supported Child Development Consultant	24	+ 1 Grid	All positions matched to ISJEP benchmark
Infant Development Consultant	24	+ 1 Grid	All positions matched to ISJEP benchmark
Resource or Adoptions Social Worker **	24	+ 1 Grid	All positions matched to ISJEP benchmark
Child Protection Social Worker **	24	+ 3 Grids	Job requires C6 delegation and: 1. Performs the full scope of child protection duties, up to and including removal. 2. The duties are performed on a regular and ongoing basis.
Guardianship Social Worker **	24	+ 1 Grid	All positions matched to ISJEP benchmark

*[**ISJEP benchmarks will be developed for these job classifications based on the comparable Public Service Agency job profile(s) or PSJEP benchmark(s).]*

The parties will review and adjust this MOA if/when changes are made under the Main Public Service Agreement, and/or when the Parties review/revise this MOA prior to renewal/deletion in subsequent rounds of collective bargaining.

APPENDIX A1
Indigenous Delegated Social Worker (SPO) Growth Progression

The parties agree to maintain wage parity with the public service for all delegated positions employed by employers who are party to the Indigenous Services collective agreement.

Effective August 1, 2026 Indigenous Delegated Social Worker (SPO) Growth Progression is as follows:

<u>Full Working Level</u> <u>SPO R24</u> <u>Grid 24, Step 1</u>
<u>Level 2</u> <u>Grid 23, Step 1</u> <u>913 hours</u>
<u>Level 1</u> <u>Grid 23, Step 1</u> <u>913 hours</u>
<u>Training Placement</u> <u>Grid 21, Step 1</u> <u>6 month</u>

[The following is adapted from: [Social program officer growth to 24 - Province of British Columbia](#)]

The growth model applies only to employees appointed to positions established as Delegated Social Workers (SPO) classified at Grid 24 of the ISJEP. Jobs that do not require delegation are not eligible for Growth Progression.

IS Agencies that are able to attract fully qualified and experienced applicants to the Delegated Social Worker (SPO) classified at Grid 24 level may hire directly to the Grid 24 level.

Appointment to and movement through the growth model will be per the growth plan set out above. The employer will determine when the growth model is required.

It's the responsibility of the employer to determine the staffing qualifications when hiring for Delegated Social Worker (SPO) positions inclusive of the staffing qualifications for each level of the growth model to which individual applicants will be placed.

Training activities such as the 20-week training program for new Delegated Social Workers (SPO) will be compensated at a training rate during the training, which is a prerequisite for placement at the appropriate level in the growth model. Placement in the growth model is not a 'reclassification' for the purpose of salary treatment upon completion of the training phase.

Increments are not applicable until an employee attains the 'Full Working Level'. The increment date shall be set at the date of attaining the 'Full Working Level' and the first increment will occur one year later, consistent with the employer's policy on increments.

Each level on the new growth model is to be 'the equivalent of 6 months full-time employment. Once placed on the model, employees who meet agency standards of performance will be eligible to move to the next level of the model at the end of the shift during which 913 hours paid at the straight time rate are accumulated.

If 913 hours are reached in the middle of the day, the new level will be applied at the end of the shift and accumulation of hours toward the next level will start at the beginning of the following work shift.

Some examples of jobs eligible for Growth Progression are: Resource Social Worker, Guardianship Social Worker, Child Protection Social Worker and any other Grid 24 jobs that require delegation by the Province of BC.

For added clarity, once the 'Full Working Level' is reached any applicable Temporary Market Adjustments (TMAs) would be applied and increment progression begins.

MEMORANDUM OF AGREEMENT #32 – Delete and replace with a new MOA#32:

~~Loan Forgiveness, Scholarships and Bursaries for Indigenous Services Workers~~

~~Within 90 days of ratification, the parties agree to establish a joint working committee to explore how Indigenous Services employers may have access to or establish a program similar to the Pacific Leaders program available to direct government employees. The committee will engage with government stakeholders.~~

~~The joint committee will establish terms of reference and will report to the Sector Committee.~~

MEMORANDUM OF AGREEMENT #32

~~Loan Forgiveness, Scholarships and Bursaries –~~ Joint Indigenous Services Education Fund

The CSSEA and the CSSBA agreed to MOA #32 Re Loan Forgiveness, Scholarships, and Bursaries for Indigenous Services (IS) Workers in the 2022-2025 Community Social Services Indigenous Services (IS) Collective Agreement, after the Indigenous Services negotiating teams identified a common interest in finding ways to recruit and retain workers for Indigenous Services delegated agencies. ~~This and that this~~ continues to be a significant concern.

The Parties agree to ~~establish~~ **continue** the **Joint Indigenous Services Education Fund established under the 2022 to 2025 Collective Agreement.** for the purpose of ~~incenting workers covered by the Community Social Services Indigenous Services Collective Agreement to~~ **further their education to accept positions and stay working in IS agencies.** Access to the fund **Fund** will support workers in meeting education requirements for specific roles in IS agencies, ~~and act as an incentive to recruit and retain workers.~~

The bargaining principals will establish the Terms of Reference for the Joint IS Education Fund Committee. will recommend the Terms of Reference to the bargaining principals. The Education Fund will be spent in accordance with its Terms of Reference to the extent that funds remain in it and will be based on eligibility criteria and commitments outlined for the Pacific Leaders Program, adjusted for CSS- IS members, with. Members can access the Fund for eligible tuition reimbursements and required books being the primary focus. There will be no further requirement to allocate funding once the Fund is depleted nor will Employers have any liability to reimburse eligible expenses.

The Fund will be replenished for the term of the 2025 to 2029 collective agreement with a one-time transfer of \$2,000,000. Once the Fund is depleted, no further allocations will be required to be made. The financial liability of CSSEA and its member employers in respect of the Fund is limited to this transfer. For the Fund to be held in trust by CSSBA, a 10% administration fee will be added.

MEMORANDUM OF AGREEMENT #33
Service Delivery and Recruitment and Retention

The parties recognize that Indigenous Service Agencies covered by the Indigenous Services Collective Agreement face complexities in delivering services to Indigenous clients and communities.

Staff at the Indigenous Service Agencies require specialized knowledge and training on the delegation process, Indigenous ways of life, culture and traditions. Staff must also have the training or knowledge to effectively engage with the traumas associated with the past colonial practices of residential schools and with the different layers of racism and systemic racism that Indigenous children, youth, families, and communities face.

There are chronic shortages of qualified and skilled staff at the Indigenous Service Agencies to deliver child and family services to Indigenous clients and communities in a manner that promotes positive outcomes.

The parties wish to continue the collaborative discussions held in this round of bargaining, and explore and address where possible and appropriate the causes of staff shortages in an effort to deliver sustainable services in the context of advancing Reconciliation. These discussions would include considering topics such as:

the aspects of parity or “*parity plus*” with the Main Public Service collective agreement that might be most effective for recruitment and retention in the Community Social Services setting,
the compensatory recognition of the cultural competency required of staff at Indigenous Services Agencies, and
further Indigenousization of the IS subsector collective agreement, **by means such as exploring:**

- **the role of Elders and Knowledge Keepers,**
- **how to best support the granting of culturally specific leaves balanced against service delivery constraints,**
- **cultural competency and cultural safety,**
- **concerns about mobility of employees in certain positions where service delivery is impacted,**
- **the role of Indigenous Communities in the appointment of employees who serve them,**
- **integration of the United Nations Declaration on the Rights of Indigenous Peoples and Truth and Reconciliation Commission’s Calls to Action.**

Therefore, the parties agree as follows:

1. The parties will ~~establish~~ **reconvene** a working group within 90 days of ratification of the **2025 to 2029** collective agreement.
2. The mandate of the working group is to explore barriers to and potential solutions for the effective and sustainable delivery of services to Indigenous clients and communities, and the recruitment and retention of qualified and skilled staff to deliver the services.
3. The working group will be comprised of diverse participants including but not limited to three Executive Directors from CSSEA’s Indigenous Services Division, three Union representatives, two

representatives from CSSBA, two representatives from CSSEA (one of CSSEA's spots will be filled by a PSEC Secretariat representative).

4. Through mutual agreement, the parties may invite and expand the composition of the working group to include two representatives from the Ministry of Children and Family Development, and two Indigenous Elders **or Knowledge Keepers** (one representing the **Métis Nation** and one representing First Nations of BC).

5. The working group may invite resource people and/or subject matter experts as needed, including from government ministries, to advise and explore solutions to issues raised.

6. The working group will develop and finalize its report with recommendations to government and the bargaining principals by ~~October 31, 2024~~ **October 31, 2028**.

ARTICLE 9 - GRIEVANCES

9.1 **Indigenous ~~Alternate~~ Dispute Resolution Process (IDRP)**

(a) The Indigenous ~~alternate~~ dispute resolution process is a flexible, inclusive process intended to facilitate the peaceful, respectful resolution of disagreements between parties to this collective agreement. It is intended to be a guiding process to assist people with relating in harmony. For example, the Indigenous ~~alternate~~ dispute resolution process could include an Elder's council or peace-making circle. **The parties recognize there are a number of resolution processes that are unique to Indigenous cultures. As such, the Indigenous alternate dispute resolution process is not limited to a single process.**

(b) At any point in time where a dispute emerges in relation to the interpretation, application, implementation or operation of this agreement, the IDRP shall be considered for use in resolving the dispute, however, its use shall be by mutual agreement of the parties.

(c) The process may consist of participation of the parties in a resolution circle intended to foster trust, honesty, respect, equality and consensus. Participants in the circle will be chosen in each individual case, by each party, based on the individual's ability to assist in the resolution process and may include external cultural support. (See **also Memorandum of Agreement #34** ~~Information Appendix D~~ for more information).

As with arbitrations, each party will pay one-half of the costs associated with the Indigenous alternate dispute resolution process.

(d) Where the employee and Employer have engaged in IDRP and the matter is not resolved to their satisfaction, the Union may then advance the matter to Step 2 of the grievance procedure. Where a grievance has been initiated using the grievance procedure outlined in this article, and the employee and Employer subsequently choose to use IDRP, grievance time limits will be placed on hold pending the outcome of the IDRP.

(e) The parties agree the IDRP will begin within 30 days of the agreement between the employee and the employer to engage in the process.

(f) IDRP resolutions are without prejudice, and the Union will be notified of the outcome.

(g) It is understood that the employee has the right to union representation.

Renumber article 9

9.1 Grievance Procedure

Subject to Article 9.1 above, The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the agreement, including all memoranda, letters and addenda attached to the collective agreement including the question of arbitrability; or
 - (b) the dismissal, suspension or discipline of any employee in the bargaining unit;
- will be resolved in accordance with the following procedures.

9.2 Step 1

In the first step of the grievance procedure, every effort will be made to settle the dispute with the designated local supervisor. The aggrieved employee will have the right to have a steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, they will not, where possible, act as a steward in respect of their own grievance, but will submit the grievance through another steward or union staff representative.

9.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 9.4 (Step 2), must do so not later than 30 days after the date:

- (a) on which they were notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

9.4 Step 2

- (a) Subject to the time limits in Clause 9.3 (Time Limits to Present Initial Grievance), the employee may present a grievance at this level by:
 - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the agreement violated or alleged to have been violated, and the remedy or correction required; and

- (3) transmitting this grievance to the designated local supervisor through the union steward.
- (b) The local supervisor will:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

9.5 Time Limit to Reply to Step 2

(a) Within 10 days of receiving the grievance at Step 2, the representative of the Employer, the employee and the steward will meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. The steward and the representative of the Employer will fill out a "shared fact sheet" [see Information Appendix G (Shared Fact Sheet)] listing an agreed statement of facts. The "shared fact sheet" is on a "without prejudice" basis and will not be referred to by either party in any third-party proceedings.

~~(b) — An employee, with the mutual consent of the Employer may have their grievance heard through an Indigenous alternate dispute resolution process. The parties recognize there are a number of resolution processes that are unique to Indigenous cultures. As such, the Indigenous alternate dispute resolution process is not limited to a single process. Recommendations to resolve the difference, made through the Indigenous alternate dispute resolution process are, without prejudice. As part of the Indigenous alternate dispute resolution process the parties, including the Union, will be notified of the outcome. Where the recommendations are unacceptable, either party may then advance the grievance to the next step of the grievance procedure. Time limits will be extended by the time taken through the Indigenous alternate dispute resolution process to make written recommendations to resolve the difference. The parties agree that the hearing of the grievance through an Indigenous alternate dispute resolution process shall take place with 30 days of the request.~~

~~It is understood that the employee has the right to have union representation involved in this process.~~

(c) The Employer's designate at Step 2 will reply in writing to the Union within 14 days of receiving the grievance at Step 2.

9.6 — Indigenous Alternate Dispute Resolution Process

~~The Indigenous alternate dispute resolution process is a flexible, inclusive process intended to facilitate the peaceful, respectful resolution of disagreements between parties to this collective agreement. It is intended to be guiding process to assist people with relating in harmony. For example, the Indigenous alternate dispute resolution process could include an Elder's council or peace-making circle.~~

~~Where parties have been unable to come to an agreement in respect to the interpretation, application, implementation or operation of this agreement, the Indigenous alternate dispute resolution process may be commenced at any one of the steps of the grievance procedure by mutual agreement of the~~

~~parties. The parties recognize there are a number of resolution processes that are unique to Indigenous cultures. As such, the Indigenous alternate dispute resolution process is not limited to a single process.~~

~~The process may consist of participation of the parties in a resolution circle intended to foster trust, honesty, respect, equality and consensus. Participants in the circle will be chosen in each individual case, by each party, based on the individual's ability to assist in the resolution process and may include external cultural support. (See Information Appendix D for more information).~~

~~As with arbitrations, each party will pay one half of the costs associated with the Indigenous alternate dispute resolution process.~~

9.7 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).

9.8 Time Limit to Reply to Step 3

The representative designated by the Employer to handle grievances at Step 3 will reply in writing to the grievance within 30 days of receipt of the grievance at Step 3.

9.9 Time Limit to Submit to Arbitration

- (a) Failing satisfactory settlement at Step 3, and pursuant to Article 10 (Arbitration), the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:
 - (1) 30 days after the Employer's reply at Step 3 has been received; or
 - (2) 30 days after the Employer's reply was due.
- (b) Once the Employer has been informed of the intention to submit the dispute to arbitration, the parties will exchange particulars and documents that have not already been provided. Where either party believes a document is confidential or private in nature, that party may withhold the document, or produce it subject to mutually agreed conditions. A good-faith failure to identify and produce a relevant document at this stage does not prejudice a party's subsequent conduct of its case. Nothing in this article precludes a party from obtaining a disclosure order from an appointed arbitrator.

ARTICLE 29 – HARASSMENT

29.3 Indigenous Dispute Resolution Process (New)

- (a) At any point in time where a harassment complaint emerges, the IDRP shall be considered for use in resolving the complaint, however, its use shall be by mutual agreement of the Complainant and Respondent.**
- (b) Where the complainant and respondent have engaged in IDRP and the matter is not resolved to their satisfaction, then the complainant may advance the matter through the Complaints Procedure outlined in Clause 29.4.**
- (c) Where the complaint procedure has been initiated in Clause 29.4 and the complainant and the respondent subsequently choose to use IDRP, time limits will be placed on hold pending the outcome of the IDRP.**
- (d) The parties agree the IDRP will begin within 30 days of the agreement between the complainant and the respondent to engage in the process.**
- (e) IDRP resolutions are without prejudice, and the Union will be notified of the outcome.**
- (f) It is understood that the complainant and respondent (if they are a member of the Union) have the right to union representation.**

MEMORANDUM OF AGREEMENT #34 ~~Review of Indigenous Alternate Dispute Resolution Process~~ Indigenous Dispute Resolution Process (IDRP)

The parties agree to establish a joint committee within 60 days of ratification to review the effectiveness of the existing Indigenous Alternative Dispute Resolution Process (IADRP) Guidelines as described in Information Appendix D, in the context of the unique settings of each Indigenous agency. The Committee will be comprised of one representative from each agency from the Union and from each Employer, one representative from the CSSBA and one representative from CSSEA.

The purposes of the Committee will be to:

- ~~Define the circumstances in which the IADR would be used;~~
- ~~Identify the attributes that would support an effective, meaningful and more frequently used process, in the context of each agency's cultural setting;~~
- ~~examine the existing guidelines in consideration of the identified attributes to determine what changes would better support the process for each agency;~~
- ~~determine how the process guidelines can be revised and updated based on consensus;~~
- ~~identify aspects of the existing guidelines that cannot be revised to better support each agency's needs, and;~~
- ~~develop a draft that includes agency specific alternate dispute resolution process guidelines.~~

The CSSEA and the CSSBA will provide regular updates on the committee work at Sector Committee meetings. The parties agree to provide support to the committee where necessary.

The Committee will make every effort to conclude its work and fulfill its purposes within one year.

The parties wish to elevate awareness and use of Indigenous dispute resolution processes (IDRP) to resolve differences arising under the terms of the Collective Agreement. The IDRP may not be appropriate for resolving all disputes. However, the Employer and the employee at the agency level will consider use of IDRP upon such disputes arising (reference Article 9). Likewise, the IDRP will be considered for matters arising out of Article 29 – Harassment and Bullying.

Employers will have IDRP processes that are based in their own Indigenous traditions, cultures, and ways of being and so will not be identical. Employers that have such written processes will share them with CSSEA and the Union. These agency-specific processes will be made available to the parties under this Collective Agreement.

While IDRP processes are not uniform across Peoples and Nations, some principles that may be used to guide the establishment of the processes are provided below for information purposes only.

Move the content of Information Appendix D to MOA #34, revise as agreed, and then delete the Information Appendix:

The Indigenous ~~Alternate~~ Dispute Resolution Process (**IDRP**) (~~IADRP~~) is a process that brings together individuals who wish to engage in conflict resolution.

IDRP ~~IADRP~~ intentionally creates a space to work towards possibilities for collaboration and mutual understanding.

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

Values and Principles - Though each **IDRP** ~~IADRP~~ develops its own values and principles, **they** all ~~IADRP~~ generally:

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

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

Healing Circles informed by cultural protocol are one example of ~~IDRP~~ ~~IADRP~~ and must be experienced to be fully grasped and replicated. However, there are some key structures that help to define them.

- Participants are seated as dictated by custom focusing on the centre where cultural medicines are placed to remind participants of values shared among those in the circle.
- A talking piece is used as a way to ensure respect between speakers and listeners. The talking piece is passed from person to person and only the person holding the piece may speak.
- A designated and mutually agreed person will act as "keeper", to guide the participants and maintain a safe space.
- Cultural protocol and custom are used to create safety, understanding and collaboration.

Benefits of ~~IDRP~~ ~~IADRP~~

Some of the benefits of ~~IDRP~~ ~~IADRP~~ are that it:

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

MEMORANDUM OF AGREEMENT #27 Cultural Competency

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

Employer will develop its own definition of "*cultural competence*" and discuss it as the local level in its Labour Management Committee. Each Employer will ensure that its definition and manner of implementation in Clause ~~24.2~~ **24.3** is communicated to employees prior to implementation.

Each Employer's definition of "*cultural competence*" will be guided by the following explanation of it is social work practice where it is multi-faceted and where many definitions exist. The *National Association of Social Workers* (2015) refers to cultural competence as the "*process by which individuals and systems respond respectfully and effectively to people of all cultures, languages, classes, races, ethnic backgrounds, religions, spiritual traditions, immigration status, and other diversity factors in a manner that recognizes, affirms, and values the worth of individuals, families and communities and protects and preserves the dignity of each*" (p.13). Cultural competence may also consider how social and historical contexts, structural and interpersonal power imbalance shape quality service delivery. It may further consider evidence-based research on Indigenous families and child welfare.

According to Kohli, Huber & Faul (2010) "Cultural competence engages the developmental of abilities and skills to respect differences and effectively interact with individuals from different backgrounds. This involves awareness of one's biases or prejudices and is rooted in respect, validation, and openness toward differences among people. Cultural competence begins with an awareness of one's own cultural beliefs and practices, and the recognition that others believe in different truths/realities than one's own. It also implies that there is more than one way of doing the same thing in a right manner". (p.257)

Cultural competence in these standards is an umbrella term for the knowledge and skills social workers require in working within the cultural context of clients. It incorporates cultural sensitivity, awareness, humility and safety. Cultural competence is an on-going process of learning, reflection and professional growth.

MEMORANDUM OF AGREEMENT #28 Cultural Competency at Labour Management

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

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

Upon request, the Employer will provide a status report to the ~~BCGEU~~ CSSBA and CSSEA.

This letter will expire upon the termination of the **2025 to 2029** collective agreement unless the parties agree to continue it.

MEMORANDUM OF AGREEMENT [XX]
Review of Article 31 – Municipal Pension Plan of Indigenous Services Collective Agreement (ISCA)

WHEREAS:

- **It is in the best interests of CSSEA and the CSSBA (the Parties) to ensure employers covered by the ISCA employers (Employers) are well positioned to recruit and retain employees with the requisite specialized skills and experience.**
- **A primary recruitment source for Employers is the BC Public Service, employees of which are enrolled in the Public Service Pension Plan (PSPP).**
- **Employers are required to provide the Municipal Pension Plan (MPP) to all eligible employees, meaning that if an employee from the BC Public Service is recruited by an Employer and ends employment with the BC Public Service, that employee will cease to be an active member of the PSPP and be enrolled in the MPP.**
- **The Parties believe that the ISCA requirement that Employers enroll all eligible employees in the MPP, rather than providing employers with the choice of enrolling in the MPP or the PSPP, is negatively impacting recruitment and retention.**
- **The Parties agree to the following framework to inform discussions concerning potential modifications to the ISCA to address recruitment and retention concerns caused by the ISCA requirement that Employers enroll all eligible employees in the MPP.**
- **PSEC Secretariat is responsible for working with employers' associations in bargaining and compensation matters and providing policy advice to public sector employers on pension-related matters.**

THEREFORE:

The Parties agree to the following actions:

1. **The Parties will consult with the Employers and affected unions with the aim of reaching a common understanding of the recruitment and retention challenges Article 31 of the ISCA may be causing, supported by specific examples.**
2. **The Parties will confirm support from the Employer and affected unions for investigating the feasibility and impacts of modifying Article 31 of the ISCA to allow optional participation in the PSPP, as described below.**
3. **The Parties will share with PSEC the outcomes of steps 1 and 2, referenced above.**
4. **Subject to receiving support from PSEC, the Parties will request written confirmation from the BC Pension Corporation and/or Public Service Pension Board of Trustees and Municipal Pension Board of Trustees on:**

- The feasibility, timing and steps required for Employers to voluntarily apply to modify its participation in the MPP enabling its employees enrolled in the MPP by virtue of their employment by the Employer, to individually opt to remain in the MPP or instead be enrolled in the PSPP at any time after the Employer begins participating in the PSPP (subject to approval to participate in the PSPP).
 - The feasibility, timing and steps required for Employers to voluntarily apply to participate in the PSPP for all eligible employees employed on or after the date the Employer begins participation in the PSPP (employer enrolment date), but for those employed before the employer enrolment date and enrolled in the MPP who may (a) opt to remain enrolled in the MPP or; (b) end participation in the MPP and join the PSPP at any time after the employer enrolment date.
 - Key restrictions that may affect those employees who opt to join the PSPP, including but not limited to the ability to purchase past service.
 - Confirmation of the differences in cost for Employers and members who choose to participate in the PSPP compared to the MPP.
5. Subject to support from PSEC and informed by the information received under Action 4, above, the Parties will consult with the Employers and affected unions to:
- a. Explain the feasibility and impacts of modifying the ISCA to allow optional enrolment in the PSPP, including but not limited to employer / employee costs and pension board representation.
 - b. Provide details of the proposed changes to the ISCA.
 - c. Obtain support from the Employers and unions for the Parties to enter negotiations to modify Section 31 of the ISCA to achieve the intent as outlined in the MOA and with the understanding that the negotiations are exclusively limited to this issue.
6. The work conducted under this Memorandum of Agreement is without prejudice or precedence and shall not be used by either party in any other negotiations.
7. The conditions of PSEC’s support referred to in paragraph 4, include, but are not limited to, confirmation to its satisfaction of the following: the government supports the proposal; employers acknowledge that there will be no additional funding provided for any additional costs associated with the proposal; and any “me-too” clauses that have been entered into in this round of public sector bargaining will not be triggered if the pension plan flexibility that is contemplated by this MOA is implemented.

INFORMATION APPENDIX D
Indigenous Alternate Dispute Resolution Process Guidelines - Delete

PART 4 – EDITORIAL/HOUSEKEEPING UPDATES

Formatting Protocols

Note: These formatting protocols will not form part of the collective agreement and will instead govern the parties' production of the renewed collective agreement:

The collective agreement will be formatted during finalization of the renewed collective agreement using the BCGEU standard formatting template as appended to this proposal and as below.

All references to a specific article, clause, appendix or appended memorandum, letter and the like will be formatted as follows: Article/Clause/Etc. # (Article/Clause/Etc. Name), e.g. "Article 1 (Preamble)". "Article" will apply to an entire article, e.g. "Article 1 (Preamble)", while "Clause" will apply to any subsidiary part of an article, e.g. "Clause 1.1 (Purpose of Agreement)" or "Clause 1.1(a)".

All article and clause numbering and references to the same will be updated during finalization of the collective agreements to reflect any corrections, additions, deletions, or reordering.

Naming and numbering of any memoranda of agreement, memoranda of understanding, letters of agreement, letters of understanding, and the like, appended to these agreements will be standardized and updated during finalization.

Information Appendix B (Unsafe Work) will be updated for completeness and accuracy.

Information Appendix D (List of Certifications in Each Bargaining Unit) will be updated for completeness and accuracy.

Information Appendix E (Contact Information for Unions and CSSEA) will be updated for completeness and accuracy.

Information Appendix F (Shared Fact Sheet) will be updated for accuracy and currency.

Information Appendix G (Information Required for Article 13.4 - Bumping), flow charts specifically, will be updated for consistency with the Article 13 (Layoff and Recall) process.

Other references to external resources, organizations, persons, etc., will be updated for accuracy and currency, including of any type of link to such reference.

The parties may make other formatting changes by mutual agreement during finalization of the collective agreement.



BCGEU Standard
Formatting Guide.pdf

Clause 2.2(l) will be amended as follows:

(l) "~~Residential~~ **Residence** program" in Clause 13.3 (Layoff) means a group home or a transition house.

Clause 13.3(a) and (b) will be amended as follows:

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

(a) ~~Non-residential~~**residence**: In the event of a layoff, employees will be laid off by classification, in reverse order of seniority.

(b) ~~Residential~~ **Residence** Programs as defined in Clause 2.2(l): 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.

Appendix A (Wage Grid) classification titles will be amended as follows:

Asleep ~~Residential~~ **Residence** Night Worker

Awake ~~Residential~~ **Residence** Night Worker

~~Residential~~ **Residence** Child & Youth Worker

Information Appendix C (Maintenance Agreement and Classification Manual), Schedule A (Benchmark Class Specification and Job Families), Front Line Workers will be amended as follows:

Activity Worker, Adult, Youth and/or Child Worker, Asleep ~~Residential~~ **Residence** Night Worker, Awake ~~Residential~~ **Residence** Night Worker, Child and Youth Transition House Worker, Child Care Resource and Referral Worker, Community Connector, Community Support Worker, Early Childhood Educator, Early Childhood Educator Assistant, Early Childhood Educator Senior, Emergency Shelter Workers, Family Support Worker, Group Facilitator, Reconnect Worker, Residence Worker, Residence Worker Senior, ~~Residential~~ **Residence** Child and/or Youth Worker, School Aged Child Worker, School Based Prevention Worker, Settlement and Integration Worker, Special Services Worker, Supervised Access Worker, Transition House Worker, Victim Service Worker, Vocational Worker

Benchmark titles on the three benchmarks themselves will also be amended accordingly.

ARTICLE 1 – PREAMBLE

1.1 Purpose of Agreement

The purpose of this agreement is to ~~provide orderly collective bargaining between the Employer and the Association of Unions~~ **set forth terms and conditions of employment affecting employees covered by this agreement**. Both the Employer and the Association of Unions agree that it is in the best interest of both parties to cooperate ~~fully, individually and collectively with one another and thereby~~ **therefore** agree to abide by the terms set out in this agreement.

The parties to this agreement share a desire to improve the quality of the services provided by the Employer. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

1.4 Use of Terms

(a) Gender Neutral Terms

Throughout this agreement, gender neutral terms will be used.

(b) Singular or Plural

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

ARTICLE 21 - MATERNITY AND PARENTAL LEAVE

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

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

21.1 Maternity Leave

(a) The employee will be granted leave for a period of 17 consecutive weeks.

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

(c) A request for shorter period under ~~Clause 21.1(b) above~~ **above** must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner **or nurse practitioner** stating that the employee is able to resume work.

(d) The Employer will, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner **or nurse practitioner**.

(e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner **or nurse practitioner** stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.

(f) An employee who requests maternity leave under this clause after the termination of the employee’s pregnancy will be granted up to six consecutive weeks of leave beginning on the date of the termination of the pregnancy and ending no more than six weeks after the leave begins.

(f)(g) Maternity leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's **or nurse practitioner’s** certificate is presented.

21.2 Parental Leave

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

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

(1) ~~in the case of the birth mother, commencing immediately following the end of the maternity leave under Article 21 (Maternity and Parental Leave), the employee is also eligible for a further leave of absence of~~ **a parent who takes maternity leave, up to 61 consecutive weeks commencing immediately following the end of the maternity leave unless the employee and the Employer agree otherwise.**

(2) ~~in the case of the birth father or the common law partner of the birth mother, including a same-sex partner~~ **a parent who does not take maternity leave, up to 62 consecutive weeks of leave** commencing within the 78-week period following the birth of the child.

(3) in the case of an adopting parent, **up to 62 consecutive weeks** commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent or within the two-week period preceding the date the adopted child comes into the actual care and custody of the parent.

(c) If the child lives with 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 nurse practitioner** or the agency that placed the child must certify that such an additional period of parental leave is required.

[...]

ARTICLE 23 – TECHNOLOGICAL CHANGE

23.1 Definition

"Technological change" means:

- (a) the introduction by the Employer into its work, undertaking, or business, of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business; or
- (b) a change in the manner, method or procedure in which the Employer carries on its work, undertaking, or business that is directly related to the introduction of that equipment or material that significantly decreases the number of regular employees;
- (c) ~~Equipment or materials that have been provided or required by a contract in Vocational Services that has been secured by the Employer will not be considered as the introduction of technological change for the purposes of this article.~~

Technological change will not include normal layoffs caused by budget limitations, decreases in the amount of work done or other temporary seasonal or sessional interruptions of work.

ARTICLE 27 - HEALTH AND WELFARE BENEFITS

Health and Welfare benefits will be provided by the Healthcare Benefit Trust (HBT) or another competitive carrier who is able to supply equivalent coverage.

Note: See Memorandum of Agreement # 2 (Superior Benefits and Provisions) **and Appendix C (Health and Welfare Benefits Plans Provisions)**

27.1 Eligibility

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

Coverage for an employee in a trial period, who did not have benefit coverage prior to being awarded a temporary or permanent position, will commence on the first day of the month following the month in which the employee completes work in their trial period, not to exceed three months. **For clarity, an employee who has posted into a benefit eligible position will commence benefit coverage on the first day of the month following successful completion of the probation period and will not need to wait until the completion of the trial period.**

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

Note: See Memorandum of Agreement #6 (Health and Welfare Benefits Entitlement Threshold)

[...]

27.3 Definition of Spouse and Other Dependants

"*Common-law spouse*" means two people who have cohabited as spousal partners for a period of not less than one year.

"*Couple*" for the purposes of benefits coverage, will be as defined by the individual plan carriers.

"*Dependent child*" for the purposes of benefits coverage, means an unmarried child until the end of the month in which the child attains the age of 19 years of age if the child is mainly dependent on and living with the employee or their spouse. Coverage may be extended to age 25 years where the dependent child is a full-time student. An unmarried child with ~~physical or developmental~~ disabilities will be covered to any age if they are mainly dependent on and living with the employee or their spouse.

"*Family*" means the employee's spouse as defined above and below and their dependant(s) as defined above.

"*Spouse*" means ~~wife, husband~~ a married or common-law spouse.

[...]

Clause 20.7 will be amended as follows:

20.7 Benefits While on Unpaid Leave of Absence

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of 20 work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of 20 work shifts in any calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures outlined by the Employer. Any employee granted an unpaid leave of absence totalling up to 20 working days in any year will continue to accumulate seniority and all benefits.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds 20 working days in any year, the employee will not accumulate benefits from the 21st day of the unpaid leave, but will accumulate seniority and receive credit for previously earned benefits upon expiration of the unpaid leave.

Payment of benefit premiums will be prorated for partial months.

The Employer will continue to pay its share of the applicable health and welfare benefits while the employee is on a leave arising under Part 6 of the *Employment Standards Act* for which benefit continuation is required.

INFORMATION APPENDIX A C
Health and Welfare Benefits Plans Provisions

~~*The following has been appended to the collective agreement for information purposes only Group Benefits Plan Equivalency Provisions.*~~

GROUP LIFE

[...]

Effective Date

- first day of the month following the month in which the employee successfully completes their probation ~~or trial period not to exceed three months~~
- first day of the month following the month in which the employee completes work in their trial period, not to exceed three months (See Clause 27.1 [Eligibility])

[...]

Continuation of Coverage

- the Employer will continue to pay the Group Life contributions while the employee is receiving sick pay, is on maternity or parental leave or in accordance with any other leave arising under Part 6 of the *Employment Standards Act* for which benefit continuation is required, or during the first 20 work shifts in any calendar year of unpaid leave

[...]

ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)

[...]

Effective Date

- first day of the month following the month in which the employee successfully completes their probation ~~or trial period not to exceed three months~~
- first day of the month following the month in which the employee completes work in their trial period, not to exceed three months (See Clause 27.1 [Eligibility])

[...]

Continuation of Coverage

- the Employer will continue to pay the AD&D contributions while the employee is receiving sick pay, is on maternity or parental leave or in accordance with any other leave arising under Part 6 of the *Employment Standards Act* for which benefit continuation is required, or during the first 20 work shifts in any calendar year of unpaid leave

[...]

LONG-TERM DISABILITY (LTD)

[...]

Effective Date

- first day of the month following the month in which the employee successfully completes their probation or trial period ~~not to exceed three months~~
- **first day of the month following the month in which the employee completes work in their trial period, not to exceed three months (See Clause 27.1 [Eligibility])**

Early Intervention Program (EIP)

[...]

Paragraph 6 will be moved to the end of the section which will be renumbered accordingly:

611. 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.

[...]

Amount of Benefit (as of April 1, 2024)

- 70% of the first ~~\$4,492~~ **\$4,966 [CLS] | \$5,436 [GS] | \$5,905 [IS]** of basic pre-disability monthly earnings plus 50% of basic pre disability monthly earnings in excess of \$4,492 or 66⅔% of basic pre-disability monthly earnings, whichever is greater
- the ~~\$4,492~~ **\$4,966 [CLS] | \$5,436 [GS] | \$5,905 [IS]** level is to be adjusted annually for new claims based on the increase in the weighted average wage rate in effect following review by the underwriter
- the ~~\$4,492~~ **\$4,966 [CLS] | \$5,436 [GS] | \$5,905 [IS]** level is to be adjusted every four years based on the increase in the weighted average wage rate in effect following review by the underwriter

[...]

Continuation of Coverage

- the Employer will continue to pay the LTD contributions while the employee is receiving sick pay, is on maternity or parental leave **or in accordance with any other leave arising under Part 6 of the Employment Standards Act for which benefit continuation is required**, or during the first 20 work shifts in any calendar year of unpaid leave

[...]

DENTAL

[...]

Dependants

- ~~husband, wife~~ **spouse**, ~~common-law spouse (spousal partners who have co-habited for a period of not less than one year)~~
- unmarried children until the end of the month in which they turn the age of 19 years, if they are mainly dependent on and living with the employee or the employee's spouse
- unmarried children until the end of the month in which they turn the age of 25 years, if they are in full-time attendance at a recognized school, college or university, if mainly dependent on the employee or the employee's spouse
- unmarried ~~physically or mentally handicapped~~ children **with disabilities** to any age, if mainly dependent on and living with the employee or the employee's spouse

Effective Date

- first day of the month following the month in which the employee successfully completes their probation ~~or trial period not to exceed three months~~
- **first day of the month following the month in which the employee completes work in their trial period, not to exceed three months (See Clause 27.1 [Eligibility])**
- orthodontic coverage for the employee and dependants takes effect 12 months after enrolment of the employee in the dental benefit

[...]

Continuation of Coverage

- the Employer will continue to pay the Dental contributions while the employee is receiving sick pay, is on maternity or parental leave **or in accordance with any other leave arising under Part 6 of the Employment Standards Act for which benefit continuation is required**, or during the first 20 work shifts in any calendar year of unpaid leave

[...]

EXTENDED HEALTH

[...]

Dependants

- ~~husband, wife~~ **spouse**, ~~common-law spouse (spousal partners who have co-habited for a period of not less than one year)~~
- unmarried children until the end of the month in which they turn the age of 19 years, if they are mainly dependent on and living with the employee or the employee's spouse
- unmarried children until the end of the month in which they turn the age of 25 years, if they are in full-time attendance at a recognized school, college or university, if mainly dependent on the employee or the employee's spouse
- unmarried ~~physically or mentally handicapped~~ children **with disabilities** to any age, if mainly dependent on and living with the employee or the employee's spouse

Effective Date

- first day of the month following the month in which the employee successfully completes their probation ~~or trial period not to exceed three months~~
- **first day of the month following the month in which the employee completes work in their trial period, not to exceed three months (See Clause 27.1 [Eligibility])**

[...]

Eligible Expenses

[...]

- psychologist - fees of a registered psychologist, registered clinical counsellor or registered social worker up to a combined annual maximum of 80% of \$1,000/person/calendar year, ~~effective April 1, 2023~~

[...]

- vision care - cost of prescribed eyeglasses and/or frames, ~~and/or~~ prescribed contact lenses **and/or** equivalent corrective laser surgery to a maximum of 80% of \$350/person every 24 months

[...]

Continuation of Coverage

- the Employer will continue to pay the Extended Health contributions while the employee is receiving sick pay, is on maternity or parental leave **or in accordance with any other leave arising under Part 6 of the *Employment Standards Act* for which benefit continuation is required**, or during the first 20 work shifts in any calendar year of unpaid leave

[...]

APPENDIX €[X]
Maintenance Agreement and Classification Manual

MAINTENANCE AGREEMENT

Preamble

Whereas the parties agreed to Section 5 of the Munroe Recommendations ("*Munroe*") and the Memorandum of Agreement on Job Evaluation Plan, the parties **further** agreed to the following Maintenance Agreement, including the Classification Manual ("*this agreement*"). **Any material changes to this agreement are without prejudice to any disputes that remain unresolved under the previous version of this agreement.**

1. Introduction

1.1 The purpose of this Maintenance Agreement is to provide a standard procedure for the description and classification of jobs and the evaluation of work in the Community Social Services Sector.

2. Coverage

2.1 The provisions of this agreement will apply to all work that is now or will come within the scope of the Community Social Services Sector Joint Job Evaluation Plan (JJEP).

2.2 This agreement will be subject to the dispute resolution process under Article 7 of this agreement.

3. Existing Rights

3.1 Without intending to create any new rights and obligations but only for greater certainty it is agreed that:

(a) Subject to the collective agreement and subject to the procedures of this agreement, the Employer has the right to organize its work in a manner that best suits its operational requirements and to establish new jobs and to change existing jobs.

(b) The Union has the right to enforce this agreement and in particular may ensure that:

(i) a job has been established in a proper manner under the terms of the collective agreement and this agreement;

(ii) a job description accurately describes the work required to be done;

(iii) the qualifications established by the Employer for a job are reasonable and relevant to the work required to be done;

(iv) a job is properly classified in relation to the benchmarks;

(v) unique jobs are properly identified and rated; and

(vi) a position is assigned to an appropriate job description.

(c) Where a conflict arises between the collective agreement and this agreement, the collective agreement will take precedence.

4. Benchmark Class Specifications and Joint Job Evaluation Plan

4.1 The benchmark class specifications (the "*benchmarks*") and the JJEP, in existence at the date of this agreement and agreed to by the parties and listed in Schedule A, will constitute the sole criteria for classifying work covered by the collective agreement. Except as provided for in Clause 7.7(d) of the Maintenance Agreement, no new benchmark will be introduced and no existing benchmark will be changed except by mutual agreement between CSSEA and the CSSBA. Neither party will withhold mutual agreement unreasonably.

4.2 Each benchmark will be rated using the JJEP and assigned to an appropriate classification grid, which will be deemed to comprise part of the benchmark.

5. Job Descriptions

5.1 The Employer will prepare job descriptions for all jobs for which the Union is the certified bargaining agent.

5.2 The Employer will have the right to determine the content of job descriptions subject to the requirements of this agreement and the collective agreement.

5.3 All job descriptions will include:

- (a) job title
- (b) benchmark to which the job has been classified
- (c) point value rating and the rating rationale in the case of unique jobs
- (d) classification grid **level**
- (e) job summary
- (f) listing of the typical job duties
- (g) qualifications required by the Employer.

5.4 Each regular employee is entitled to a copy of the recognized job description for their position.

6. Classification of New Jobs and Changes to Existing Jobs

6.1 Where the Employer makes a material change to an existing job it will revise the job description. The completed job description will be forwarded to the designated union representative and CSSEA within 20 calendar days.

6.2 Where the Employer establishes a new job it will write a new job description. The completed job description will be forwarded to the designated union representative and CSSEA within 20 calendar days.

6.3 Where the Employer makes a material change to an existing job and the Employer has not revised the job description, the designated union representative or an employee may identify

the change to the Employer, CSSEA, and the Union by submitting a ~~classification review form~~ **Classification Review Form**. The Employer will provide a written response to the designated union representative and the employee within 20 calendar days. The designated union representative may refer the issue, including the classification of the job, to the Classification Arbitrator pursuant to the process outlined in Clauses 6.4 to 6.9.

6.4 Within 45 calendar days of receipt of a notice in accordance with Clause 6.1, 6.2, or 6.3 of the Maintenance Agreement, the designated union representative will notify the Employer and CSSEA in writing if they object to the job description and/or classification grid **level** on the basis of Clause 3.1(b) of ~~the~~ **this** agreement and the relevant provisions of the collective agreement. Notification will include specific details of the objection, and the resolution sought.

6.5 Where the designated union representative does not object, in writing, in accordance with Clause 6.4 of the Maintenance Agreement, the job description and classification will be deemed agreed.

6.6 Within 45 calendar days of the receipt of an objection under Clause 6.4 of the Maintenance Agreement, the Employer will review the objection and notify the designated union representative and CSSEA of its determination in writing.

6.7 If the Employer's written determination is not acceptable or not provided within the time limit, the designated union representative may, within a further period of 30 calendar days, notify CSSEA and the Employer of the intent to refer the dispute to a classification arbitrator for a final and binding decision in accordance with Article 7 of the Maintenance Agreement. Notification will include a written submission outlining the basis of the objection and the resolution sought.

6.8 Within 45 calendar days of receipt of notification of the intent to refer a dispute to a Classification Arbitrator for a final and binding decision, CSSEA, the Employer, and the designated union representative will attempt to resolve the dispute.

6.9 If the parties are unable to resolve the dispute **within 45 calendar days of receipt of notification of the intent to refer a dispute to a Classification Arbitrator for a final and binding decision**, the designated union representative or CSSEA may refer the matter to a classification arbitrator for a final and binding decision. CSSEA and the designated union representative will, within 30 calendar days of the referral, submit an Agreed Statement of Facts to the Classification Arbitrator outlining the dispute and the issue(s) that are the subject of the dispute. If the parties are unable to agree on an Agreed Statement of Facts each party will submit, to the Classification Arbitrator and to all parties to the dispute, a separate Statement of Facts outlining the dispute, and the issue(s) that are the subject of the dispute.

7. **Dispute Resolution Process**

7.1 ~~The Classification Arbitrators Rick Coleman, John Hall and Julie Nichols have been mutually~~ **classification arbitrators will be agreed to upon** by CSSEA and the CSSBA **for any dispute falling under this agreement**. ~~By mutual agreement between the parties another classification arbitrator may be named.~~

7.2 The parties will meet every month, or as often as required, to review outstanding matters.

7.3 CSSEA and the CSSBA will make every effort to agree to the expedited arbitration process to resolve disputes. The parties recognize that where the matter is precedential, results in the development of a new benchmark or where the parties are unable to agree, the matter will be resolved using a full arbitration process.

7.4 The expedited arbitration process will be governed by the following principles:

- (a) The location of the hearing will be agreed to by the parties.
- (b) Unless otherwise mutually agreed, each party will be limited to a four-hour presentation.
- (c) The parties will utilize staff representatives of the Union and CSSEA to present cases, and will not utilize outside legal counsel.
- (d) The parties agree to make limited use of authorities during their presentations.
- (e) The decision of the Classification Arbitrator will be final and binding on both parties.
- (f) All decisions of the Classification Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards will be of no precedential value and will not thereafter be referred to by the parties in respect of any other matter. **The Arbitrator will include the preceding two sentences at the beginning of their Decision.** All settlements made prior to hearing will be without prejudice.

7.5 Within 45 calendar days of the receipt of an Agreed Statement of Facts or the separate Statements of Facts, the Classification Arbitrator will make every effort to hear the full or expedited arbitration and render a final and binding decision in writing.

7.6 The Classification Arbitrator will have sole jurisdiction and their jurisdiction will be limited to the application and interpretation of this agreement. Where there is an alleged violation of the collective agreement, the collective agreement grievance procedure will apply.

7.7 With respect to Classification of New Jobs and Changes to Existing Jobs, the decision of the Classification Arbitrator will be based upon the same criteria applicable to the parties themselves. The decision of the Classification Arbitrator will be limited to a direction that:

- (a) the position be assigned to another existing job description;
- (b) a new job description be prepared by the Employer that more accurately describes the type of duties, the overall scope and level of responsibility, and the required qualifications of the job;
- (c) except as outlined in Clause 7.7(d) of the Maintenance Agreement, the job be appropriately classified, provided that the Classification Arbitrator will not have jurisdiction to classify a job except within the existing benchmarks including the existing classification ~~grids~~ **grid levels** and wage rates;
- (d) where the Classification Arbitrator concludes that a job does not conform to an existing benchmark, the Classification Arbitrator will notify CSSEA and the ~~Union~~ **CSSBA** of their decision. CSSEA, **and** the CSSBA ~~and the Union~~ will endeavour to establish an

appropriate benchmark and benchmark point value rating for the job. If the parties agree that the job is a unique job, the parties will endeavour to rate the job using the JIEP. Failing mutual agreement by the parties, each party will make a submission within 30 calendar days to the Classification Arbitrator as to the appropriate benchmark, benchmark point value rating and/or unique job point value rating to be established. The Classification Arbitrator will establish a new benchmark or amend an existing benchmark or establish an appropriate point value rating in the case of unique jobs and the decision of the Classification Arbitrator will be binding on the parties. The Classification Arbitrator will also establish, through rating, an appropriate Classification grid **level** and existing wage rate for the new or revised benchmark, with jurisdiction limited to existing classification ~~grids~~ **grid levels** and wage rates. The Classification Arbitrator will not have the jurisdiction to establish new wage rates or classification ~~grids~~ **grid levels**.

7.8 Arbitration hearings called by the Classification Arbitrator will have the same status as an arbitration pursuant to the collective agreement.

7.9 The fees and expenses of the Classification Arbitrator for expedited arbitration and arbitration hearings will be borne equally by the Employer and the Union.

8. Pay Adjustments

8.1 Where the rate of pay of a job is adjusted upward, the employee will be placed in the appropriate pay grid **level**.

8.2 The effective date of pay rate adjustments is determined as follows:

(a) Where a pay rate adjustment occurs as a result of the application of Clause 6.3 initiated by the Union or the employee, the increase will take effect on the date the Employer receives the Classification Review Form identifying the issue from the Union or the employee.

(b) Where a pay rate adjustment occurs as a result of the Employer revising an existing job (Clause 6.1), or creating a new job (Clause 6.2), or negotiation or arbitration related to same, the adjustment will take effect on the first day an employee occupies the position after it was established or revised.

8.3 Where the rate of pay of a job is adjusted downward, the employee will continue to be paid at the employee's current rate of pay until the wage rate in the new job equals or exceeds it. **For the purpose of applying general wage increases to these wage-protected employees, the collective agreement will apply.**

9. Definitions

(a) **Position:** a group of duties and responsibilities regularly assigned to one person. It may be occupied or vacant and may be created, changed, or deleted in order to meet operational requirements.

(b) **Job:** one or more positions performing essentially the same duties, similar scope and level of responsibility, and required qualifications covered by the same job description.

- (c) Other Related Duties: the phrase "*Other Related Duties*" will include those additional duties related to the job and/or the operation of the organization that may be assigned to the employee.
- (d) Unique Job: a unique job is a single job which does not match any existing benchmark because the job is uncommon in the Sector, or it involves a type of work not already included in the benchmarks, or because it involves duties and responsibilities that are not essentially similar to an existing benchmark in terms of scope and level of responsibility.
- (e) CSSEA: the Community Social Services Employers' Association of British Columbia.
- (f) Employer: a community social service organization that is a member of CSSEA.
- (g) Union: a single union that is a member of the CSSBA.
- (h) CSSBA: Community Social Services Bargaining Association.
- (i) Collective Agreement: a collective agreement in force between CSSEA and the CSSBA.

CLASSIFICATION MANUAL

1. Introduction

1.1 The Classification Manual, which forms part of the Maintenance Agreement, outlines the definitions, format and principles of classification to be followed in rating benchmark class specifications, hereafter called benchmarks, in matching jobs to the benchmarks, and in rating unique jobs.

2. Benchmarks

2.1 Benchmarks set forth the overall scope and level of responsibility and the typical duties by which jobs are distinguished and classified under the Classification System.

2.2 Benchmarks also set forth the level of qualifications appropriate for the scope and level of responsibility specified in the benchmark(s).

2.3 Benchmarks do not describe jobs. They are used to classify a wide diversity of jobs by identifying the scope and level of responsibilities.

2.4 Benchmarks are rated using the JJEP to establish their point value rating and relative value.

3. Format of Benchmarks

3.1 Job Families

All benchmarks are grouped together on the basis of closely related functional activities, fields of work, or occupations. Each of these groups is called a "*job family*". There are six job families in the Classification System:

- (a) Administrative, Finance and Technical
- (b) Counsellors and Consultants

- (c) Front Line Workers
- (d) Graduate Degrees & Licensed Professionals
- (e) Operation Support
- (f) Supervisors and Coordinators.

3.2 *Benchmark Title*

Each benchmark within a job family is identified by a benchmark title. For example (note: this is for illustrative purposes only):

Job Family:	Administrative, and Finance & Technical
Benchmark Title:	Receptionist/General Office Clerk Administrative Assistant 1
Benchmark Title:	Bookkeeper

3.3 *Benchmark Duties*

- (a) The duties listed in a benchmark are a representative sampling of the functions being performed at the scope and level of responsibility that result in a job being classified at the benchmark level.
- (b) The listing of typical duties identified on a benchmark is not intended to be exhaustive or all-encompassing. Job duties or responsibilities that are not specifically mentioned in the relevant benchmark are deemed to be encompassed by that benchmark if that job duty or responsibility is essentially similar to the benchmark in terms of scope and level of responsibility, as described in the job summary.

3.4 *Benchmark Qualifications*

- (a) The qualifications set forth in a benchmark reflect the level of education and/or training and the experience appropriate to the scope and level of responsibility of the benchmark.
- (b) The parties agree that different qualifications may be required for jobs that are matched to the same benchmark, or for different benchmarks matched to the same classification grid **level** in order to meet the unique work organization in the Community Social Services Sector.
- (c) Membership in a professional association or group is not a required qualification for any job under the Classification System unless required by legislation or regulation.

4. **Unique Jobs**

4.1 Job descriptions for unique jobs set forth the scope and level of responsibility, the duties and the appropriate level of qualifications for jobs which do not match any existing benchmark because the jobs are uncommon in the Sector, or they involve a type of work not already included in the benchmarks, or because they involve duties and responsibilities that are not essentially similar to an existing benchmark in terms of scope and level of responsibility.

4.2 Jobs which can be integrated are not considered unique jobs.

4.3 Unique jobs are rated using the JJEP to establish their point value rating and relative value.

5. Wage Rate

5.1 Each benchmark and unique job will be assigned to a Classification grid **level**. Each Classification grid **level** has a corresponding wage rate, which is listed in the collective agreement. For example (note: this is for illustrative purposes only):

*Benchmark Title: ~~Residence Worker~~ **Administrative Assistant 3** - Classification grid **level**:
10*

6. Principles of Classification

6.1 The JJEP is used to rate benchmarks and unique jobs and thereby establish their point value rating and relative value.

6.2 The purpose of benchmarks is to establish the means whereby jobs may be properly classified and distinguished. To that end a job should be classified on the basis of best fit according to the overall type of duties and scope and level of responsibilities which are performed to an extent material for a reasonable standard of job classification.

6.3 Unique jobs are rated using the JJEP and assigned to a classification grid **level** in accordance with their point value rating.

6.4 Where the parties identify essentially similar duties and responsibilities for a group of unique jobs, a benchmark will be created.

6.5 Integrated Jobs: Where a job encompasses work in two or more benchmarks, and where it is administratively impractical to keep track or even identify when the incumbent is working within one or the other of the classifications, the job will be classified at the highest classification of the jobs being performed.

6.6 Special Licences and Certificates: Where the employee is required by the Employer to carry a special licence, certificate or qualification, they should be classified consistently with such licence, certification or qualification.

6.7 Incumbent employees in positions who do not possess the qualifications set out in the benchmark to which their jobs have been matched will continue to be so classified as long as they continue to occupy the jobs.

6.8 Jobs are classified only by comparison to the benchmarks and not by comparison to other jobs.

6.9 Throughout the whole process of evaluating jobs, it is the job that is evaluated and not the employee.

6.10 Layering Over: Supervisors and lead hands must be compensated at a rate higher than those they supervise or lead. Where this cannot be accomplished by classification to an existing benchmark, positions designated as layered over will be compensated at a rate of two additional grids above the highest position supervised for positions at pay grade 12 or below OR one additional grid for those positions at pay grade 13 or above. A supervisor or lead hand, for the purpose of this article, is defined as a worker who reviews, assigns and monitors the work of other assigned workers.

SCHEDULE A

Benchmark Class Specifications and Job Families

Administrative, Finance & Technical

Accountant, Accounting Clerk, Administrative Assistant 1, Administrative Assistant 2, Administrative Assistant 3, Administrative Assistant 4, Bookkeeper, Computer Technical Support Specialist, Database Clerk

Counsellors & Consultants

Addictions Counsellor, Adult, Youth and/or Child Counsellor, Children Who Witness Abuse Counsellor, Children Who Witness Abuse Counsellor-Art Specialist, Employment Counsellor, ESL Instructor, Family Counsellor, Infant Development Consultant, Stopping the Violence Counsellor, Supported Child Care Consultant, Vocational Counsellor

Front Line Workers

Activity Worker, Adult, Youth and/or Child Worker, Asleep ~~Residential~~ **Residence** Night Worker, Awake ~~Residential~~ **Residence** Night Worker, Child and Youth Transition House Worker, Child Care Resource and Referral Worker, Community Connector, Community Support Worker, Early Childhood Educator, Early Childhood Educator Assistant, Early Childhood Educator Senior, Emergency Shelter Workers, Family Support Worker, Group Facilitator, Reconnect Worker, Residence Worker, Residence Worker Senior, ~~Residential~~ **Residence** Child and/or Youth Worker, School Aged Child Worker, School Based Prevention Worker, Settlement and Integration Worker, Special Services Worker, Supervised Access Worker, Transition House Worker, Victim Service Worker, Vocational Worker

Graduate Degrees & Licensed Professionals

Behavioural Consultant, Clinical Counsellor, Licensed Practical Nurse, **Nurse**, Nutritionist, Occupational Therapist, Physiotherapist, Speech Language Pathologist

Operation Support

Building Maintenance Worker, Cook, Housekeeper, Janitor, Passenger Vehicle Driver, Retail Supervisor, Retail Worker, Truck Driver

Supervisors & Coordinators

Crisis Line Coordinator, Program Coordinator 1, Program Coordinator 2, Residence Coordinator, Volunteer Coordinator

MEMORANDUM OF AGREEMENT #5
Long-Term Disability Plan

[...]

4. Coverage Amount (**as of April 1, 2024**) -70% of the first ~~\$4,492~~ **\$4,966 [CLS] | \$5,436 [GS] | \$5,905 [IS]** of the pre-disability monthly earnings and 50% of the pre-disability monthly earnings above ~~\$4,492~~ **\$4,966 [CLS] | \$5,436 [GS] | \$5,905 [IS]** or 66⅔% of the pre-disability monthly earnings, whichever is more.

[...]

MEMORANDUM OF AGREEMENT #13
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;
- 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 **under the Community Social Services Early Intervention Program (CSSEIP)**.

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.

MEMORANDUM OF AGREEMENT #17
Provincial Occupational Safety and Health Working Committee

The parties agree to ~~establish~~ **maintain** a Provincial Safety and Health Working Committee that reports to the CSSEA/CSSBA Sector Committee for the Community Social Services Community Living Services, General Services and Indigenous Services collective agreements ~~by December 31, 2022.~~