



SUMMARY OF CHANGES

TENTATIVE AGREEMENT TO AMEND THE FOLLOWING 2014-2019 COLLECTIVE AGREEMENTS:

- ***ABORIGINAL SERVICES***
- ***COMMUNITY LIVING SERVICES &***
- ***GENERAL SERVICES***

JULY 2018

(Errors and Omissions Excepted)



Introduction

CSSEA, on behalf of approximately 200 agencies, and the Community Social Services Bargaining Association (CSSBA), comprising approximately one dozen unions representing 16,000 unionized employees in the community social services sector, agreed to engage in early collective bargaining to renew their 3 collective agreements. The 3 collective agreements were set to expire next Spring, but on the basis of escalating recruitment and retention challenges, a joint preference to build on the parties' constructive relationship, and a recognition of the fact that bargaining last occurred in 2013, the parties agreed to meet in May and June of 2018 in an effort to discuss outstanding issues and renew their collective agreements. At the same time as CSSEA was negotiating, early bargaining was also taking place with BC Government employees and Community Health employees in the Health Sector.

The parties met for 17 days from mid-May to mid-June, including around the clock bargaining in the second week of June so that agreements could be reached in a timely way. The tentative agreements were settled on June 13, 2018 for all 3 collective agreements and additional specific items were agreed upon for the Aboriginal Services Collective Agreement on June 26, 2018. The BC Government and Community Health negotiations also concluded their rounds of bargaining.

The Community Social Services tentative agreements have a 3 year term, from April 1, 2019 to March 31, 2022. They contain significant increases to wage rates in an historic effort to close the remaining gap in wage rates between community social services employees and similarly skilled employees working in equivalent jobs in the Health Sector. This has been a major objective for this sector for decades, and will assist in remedying employers' recruitment and retention challenges; this was identified as employers' highest priority by far leading into collective bargaining.

The changes negotiated in the tentative agreements not only aligned with members' pre-bargaining key objectives, but also the provincial government's 3 priorities:

1. Making life more affordable
2. Delivering services that people count on, and
3. Building a strong sustainable economy.

The changes agreed to are identified in this Summary of Changes document. New or modified language to the current collective agreements are noted in bold and underlining while deleted language is struck out. Where explanations would assist in understanding new language, commentary is provided below the changed articles. These changes were negotiated and are fully supported by the Sector representatives on the Employer bargaining committee, as nominated and appointed by the 3 divisions in CSSEA's membership. The bargaining committee is satisfied that it negotiated improvements to language and monetary terms found in the current collective agreements that support employers' key objectives. The Employer bargaining committee recommends acceptance of the tentative agreements.

Unless otherwise specified, the changes that follow will come into full force and effect upon the date of ratification as set out in Article 32.5. Upon ratification in late August 2018, CSSEA will provide the membership with notice of the specific effective date.

The changes are set out below in two sections: first in the Framework for Settlement and second in the detailed agreements reached. If not addressed below, the current collective agreement provisions remain in effect. The changes below apply to all 3 agreements unless otherwise indicated.



SECTION 1 - FRAMEWORK FOR SETTLEMENT

Introduction

This Framework Settlement is intended to conclude all outstanding monetary and non-monetary issues for this round of collective bargaining. The Framework is premised on the Government's three key priorities:

- Improving the services people count on,
- Making life more affordable, and
- Building a strong, sustainable economy

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

Term: 3-year agreement: April 1, 2019 to March 31, 2022.

PART 1 - WAGE RATES AND OTHER ADJUSTMENTS

Wage Adjustments:

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

- Effective the first full pay period following April 1, 2019 - 2.0% increase
- Effective the first full pay period following April 1, 2020 - 2.0% increase
- Effective the first full pay period following April 1, 2021 - 2.0% increase

*An employee paid above the wage grid will be granted the same wage increases at that time when the wage grid meets or exceeds the employee's current wage rate for the classification. Until that time, their wage rates continue to be maintained at current levels, subject to receiving 50% of the above general wage increases for the term of this Collective Agreement, in accordance with Appendix A. No other wage adjustments will be granted.

Low Wage Redress:

Within thirty (30) days after ratification, the parties will convene their current joint Classification Committee to review the compensation of CSSEA occupations similar to occupations under the Community Health Collective Agreement and CSSEA paraprofessional occupations similar to occupations under 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 compensation review will primarily focus on wage rates but may include:

- Impacts of increases to legislative minimum wage

The above initial review must be completed before January 31, 2019, and annually thereafter.



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The parties will also be tasked with the responsibility of determining the value of the percentage adjustment for one statutory holiday. The pay in lieu of benefits for part-time and casual employees to take into account the addition of Family Day will be applied effective April 1, 2019.

The expenditure resulting from the Committee's review must be fully utilized but cannot exceed a total ongoing amount of \$60 million at the end of the Collective Agreements.

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

- The occupation has a comparator occupation in the Community Health Collective Agreement, or other health sector agreements for paraprofessional occupations
- 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
- The comparability wage adjustment will not create additional demands in other sectors, and
- The cost of the increases will be equally staggered for each fiscal year of the collective agreements.

In addition to the Low Wage Redress the parties agree on the following compensation items:

The expenditure resulting from the Committee's review must be fully utilized but cannot exceed a total ongoing amount of \$1.1 million at the end of the Collective Agreements, comprised of \$373,000 in year 1, \$746,000 in year 2, and \$1.1 million in year 3. The committee will review the following items in this priority order:

- Removing the \$10/visit reimbursement cap for paramedical services under the Extended Health Care Plan, effective April 1, 2021;
- Reviewing other enhancements to paramedical services and the Extended Health Care plan, no later than April 1, 2021;
- Labour Adjustment Education Fund and funding for health and safety and violence prevention training;
- Compassionate leave (see attached);
- Benefits continuation for employees off on WorksafeBC claims.

The parties also agree to adjust the following provisions:

- Call-back (see attached)
- Increase the mileage reimbursement rate by one (1) cent per kilometer, effective April 1, 2019, April 1, 2020, and April 1, 2021 for the AS, CL and GS Collective Agreements
- Substitute National Indigenous Peoples Day for a statutory holiday (see attached)
- Domestic violence (see attached)
- New LOU re: Non-Provincially Funded positions (see attached).

PART 2 - ACCESS, QUALITY, AND SUSTAINABLE SERVICE DELIVERY TO CLIENTS

Supporting healthy workplaces and building human resource capacity:

- Occupational Health and Safety Provincial Council (see attached)

Improving access to services and service continuity:

- Service Continuity MOA (see attached)
- Hours of Work (see attached)
- Job Posting churn (see attached)
- Sustainability in the Community Social Services (see attached and delete LOU#1 and MOA#15)
- Operational requirements and Union leaves (see attached).

Quality services and leadership

- Selection for supervisory positions (see attached)
- Discipline retention (see attached).

Sustainable services and effective use of available resources

- Required certificates (confirm intent to neither expand nor contract current payments, except for the class 5 license) (see attached)
- Portability MOA (see attached).

Address topics specific to the Aboriginal Services Collective Agreement - Aboriginal Services positions which are paid at Public Service rates and not subject to low wage redress will have available the equivalent of 0.25% of wage rates to support negotiated service delivery improvements specific to Aboriginal Services.

Proposals previously agreed to form part of this settlement framework

- General Services table of contents
- 1.4 Preamble
- 1.5 No discrimination
- 2.2 Definitions
- 9.13 Policy grievances
- 11.8 Probation
- 13.2 Pre-layoff canvass
- 18 Annual vacations
- 20.8 Compassionate Care leave
- 21 Maternity and Parental leave
- 22.3 Joint Occupational Health and Safety Committees
- 24.8 and 24.9 dispute resolution
- 24.14 Evaluation reports
- 27.1 health benefits eligibility
- Use of technology - various
- MOA#1 - Local Issues
- LTD Addendum - Early Intervention Program
- Mediation MOA
- Provincial OHS Council

Interpretation/Comments

The above provides the highlights of the framework agreement reached on June 13, 2018.

The three-year tentative agreement includes general wage increases in each year, and a significant amount of money for low-wage redress in addition to the general wage increases. The compensation achieved in this Agreement will help remedy the recruitment and retention challenges in the community social services sector, and will significantly close, if not eliminate, the wage gap with workers in equivalent positions in the health sector. The Joint Technical Classification committee will be responsible for an annual review of the JJEPC and to apply the available funding of \$20 million in each year of the collective agreement towards achieving wage parity at the top step of the wage grid with comparable jobs in the Health Sector, for both support and paraprofessional occupations. In so doing, the parties must maintain the integrity of the current JJEPC system.

As part of low wage redress, the parties also agreed to address the introduction of Family Day in 2013 and adjust the pay in lieu of statutory holidays and vacations for part-time and casual employees.

In addition to the low wage redress, there was funding available in the provincial government's bargaining mandate to address some other matters like enhancements to the paramedical services reimbursement rates in the extended health care plan. The parties will also implement the identified improvements set out in the framework agreement in the agreed upon priority order. Implementation of improvements will be limited by the available funds remaining within the mandate.

In the framework agreement, the parties also agreed to a number of changes that support quality of service improvements like the appointment to supervisory vacancies on the basis of merit. Further, they addressed reimbursable expenses like the removal of payment for class 5 driver's licenses and increases to mileage rates to keep pace with rising vehicle operation costs. These are explained further below in the specific articles.

The above section represents the first part of these summary of changes, the Framework for Settlement. The second section that now follows for the remainder of this document, identifies the specific and detailed agreements reached in bargaining, along with any interpretations/comments.

SECTION 2 – DETAILED AMENDMENTS

Update General Services Table of Contents to include:

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

1.4 Use of Terms

(g) *Masculine and Feminine*

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

(a) Gender Neutral Terms

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

(h) *Singular or Plural*

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

1.5 No Discrimination

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

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

2.2 Other Definitions

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

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

Maintain and renumber the remaining clauses in Article 2.2.

Interpretation/Comments

The above changes are intended to introduce gender neutral language into the collective agreements and update the protections that exist under the BC Human Rights Code with a new definition of "gender expression".

A new definition of "electronic communications" is also included. This change confirms that the parties may use electronic communications (eg. Email) in relation to articles 9.10, 10.1, and MOA#1 – Local Issues instead of other types of correspondence. These changes are noted immediately below.



9.10 Amending of Time Limits

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

10.1 Notification

Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 9 (Grievances), notify the other party within 30 days of the receipt of the reply at the third step, that the grievance is to be submitted to arbitration. Such notice will be by priority courier, ~~or by facsimile~~ **or electronic communication, as appropriate.**

- **MOA#1 – Local Issues, section 3**

Notice to negotiate local issues must be sent by facsimile, ~~or~~ priority courier **or electronic communication, as appropriate** no later than...



3.10 Time Off for Union Business

Letter of Commitment from the Bargaining Association

Whereas Clause 3.10 of the collective agreements address 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 its 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 a mutually agreeable resolution.

- 1. Either party may make a request in writing in order to start the discussion.**
- 2. The parties will discuss concerns regarding the granting of these leaves during the term of the collective agreements; including, challenges faced, suggested solutions and impacts experienced.**
- 3. The findings may be submitted to the sector committee for consideration.**
- 4. This letter confirms that this is current practise and that the Unions and Employers will participate in good faith.**

Interpretation/Comments

The implementation of the discussion commitment is a mechanism to foster cooperation and dialogue with the union in order to lessen workplace disruption during union leaves. The goal of the article is to help the parties find solutions that strike a balance between the right of the members to take union leaves without compromising delivery and quality of services. Should there be continuing service challenges with granting these leaves, affected employers are invited to escalate the issues to their CSSEA contact who will forward it for discussion at the provincial sector committee.



9.13 Policy Grievances

(a) Employer-Specific grievances

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

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

(b) Sector-Wide Policy Grievance

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

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

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

Interpretation/Comments

The parties agreed to clarify the process for filing policy grievances whose outcomes would have sector-wide implications, and differentiating them from employer-specific grievances which would be binding on a single employer.



11.4 Right to Grieve Other Disciplinary Action

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

Interpretation/Comments

The changes allow for a process for addressing the retention period for discipline on file when an employee is on a long-term absence from work. The 18 month sunset clause for discipline in an employee's file will be extended if the period of absence exceeds two months for reasons other than vacation and maternity/parental leaves. Employers wishing to extend the period of time that discipline remains on file in accordance with this article should email the union representative setting out the circumstances of the employee's leave and indicating that the employer will assume agreement to the extension pending the union identifying extenuating circumstances. Challenges in securing agreement should be escalated to your CSSEA contact.

11.8 Probation

(d) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three (3) months. **Following discussion with the Union, the Union will not unreasonably deny the extension.**

Interpretation/Comments

The parties agreed to clarify the intended interpretation regarding extension of probation. The unions all committed to discussing with employers the need for a probationary period extension in appropriate circumstances, and reasonably considering an extension in good faith.



13.2 Pre-Layoff Canvass

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

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

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

Interpretation/Comments

The change provides a process for the Employer and Union to discuss the efficacy of and need for a pre-layoff canvass with employees. The change allows for the canvass to be waived in circumstances where there would be little utility in proceeding with it.

16.8 Callback Provisions

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

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

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

Interpretation/Comments

The parties agreed to add language that addresses work performed when an employee does not return to the Employer's worksite. In these call-back situations, the compensation payable is now lower than what is prescribed in the current Article 16.8 (minimum 2 hours at overtime rates). The unions claimed that the higher amounts were payable.



17.1 Paid Holidays (for the CL and GS collective agreements only)

The Employer recognizes the following as paid holidays:

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

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

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

Interpretation/Comments

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

18.1 Annual Vacation Entitlement

The Employer's current practice with respect to earning vacation and the vacation year will be maintained.

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

(Add a column after the time off column to indicate the percentage of straight-time paid hours that is accrued and paid out as vacation pay; this is not a change in benefit but allows for clarity in administration)

(1)	1 year's continuous service	15 workdays
(2)	2 years' continuous service.....	15 workdays
(3)	3 years' continuous service.....	16 workdays
(4)	4 years' continuous service.....	17 workdays
(5)	5 years' continuous service.....	18 workdays
(6)	6 years' continuous service.....	19 workdays
(7)	7 years' continuous service.....	22 workdays
(8)	8 years' continuous service.....	23 workdays
(9)	9 years' continuous service.....	24 workdays



(10)	10 years' continuous service.....	25 workdays
(11)	11 years' continuous service.....	26 workdays
(12)	12 years' continuous service.....	27 workdays
(13)	13 years' continuous service.....	28 workdays
(14)	14 years' continuous service.....	29 workdays
(15)	15 years' continuous service.....	30 workdays
(16)	16 years' continuous service.....	31 workdays
(17)	17 years' continuous service.....	32 workdays
(18)	18 years' continuous service.....	33 workdays
(19)	19 years' continuous service.....	34 workdays
(20)	20 years' continuous service.....	35 workdays

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18.3 Vacation Pay

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

At the request of an employee, an Employer who grants vacation pay based on what is earned at the time of taking vacation, may exercise its discretion and advance up to two (2) weeks of unearned vacation to employees to enable the employee to take a paid vacation earlier in the year. Should employment be terminated for any reason prior to the vacation advance being earned, the Employer will offset the unearned vacation advance against amounts owing to the employee.

18.4 Vacation Carryover

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

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

18.5 Vacation Schedules

- (a) Employees will submit their vacation requests to the supervisor on or before:
- (1) November 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.**



(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. An employee who does not exercise her seniority rights within two weeks of receiving the vacation schedule, will not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) All vacation time not scheduled, paid out, or designated for carryover by five ~~three~~ 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 her seniority rights for that year only. However, every effort will be made to grant vacation at the time of the employee's choice.

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(NEW) 18.XX Vacation Pay Out

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

Interpretation/Comments

Some employers were struggling with the scheduling of outstanding employee vacation at certain times of the year. They requested additional tools to spread vacation scheduling throughout the year. A few tools were agreed upon; some are optional:

- vacation advances of up to 2 weeks,
- an expansion to 5 months of the unilateral ability to schedule vacation after consultation with employees, and
- vacation payouts upon request.

For Employers whose practice is to grant vacation only after it is earned, the changes in Article 18.3 enable them, if they so choose, to advance unearned vacation to employees. This would allow employees to take paid vacation earlier in the year, and help Employers spread vacations out throughout the year. If employees receive an advance and then terminate employment for any reason prior to earning the vacation advanced, the parties agreed that recovery of the amount owing will be deducted from final payments to the employee.

The parties also agreed to expand an Employer's ability to schedule outstanding vacation time five months prior to the end of the vacation year, instead of the current three months, after consultation with the employee. For employers who have trouble scheduling outstanding vacation toward the end of their vacation year, they will have more time to initiate these discussions and schedule vacations where no agreement is reached with employees.



The Employer is also given the option to pay out vacation, where the employee makes a request, to ease the burden on vacation scheduling. For an employee to be eligible for a payout, the employee must have taken a minimum of 15 days' vacation in the year. Employers may make these payouts in their discretion, although denials should not be arbitrary and should take into account finances and operational factors.

The carryover language now allows for 10 days to be carried over at one time instead of 5 days, however, the maximum amount in a carryover bank remains at 10 days.

Finally, the changes will see percentages re-introduced in Article 18.1 to guide payroll calculations on vacation pay accruals.

20.1 ~~Compassionate~~ Bereavement Leave

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

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

Interpretation/Comments

The parties agreed to change the title to Bereavement Leave so it is not confused with Clause 20.8 Compassionate Care Leave. "Father-in-law" and "mother-in-law" is replaced with gender-neutral terminology, and language is included regarding leave for miscarriages, as is found in the current Aboriginal Services Collective Agreement. This leave must still be costed and approved under the remaining room in the economic mandate before it is effective.

20.2 Special and Other Leaves

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

- (a) Marriage of the employee five days;
- (b) Birth or adoption of the employee's child two days;
- (c) Serious household or domestic emergency including illness in the employee's immediate family ~~where no one in the employee's home other than the employee can provide for the care of the ill immediate family member~~ up to two days;

- (d) Attend wedding of employee's child one day;
- (e) Moving household furniture and effects one day;
- (f) Attend their formal hearing to become a Canadian citizen one day;
- (g) Court appearance for hearing of employee's child one day;
- (h) Where **the employee is experiencing** domestic violenceup to three days;
- ~~(h)~~(i) An employee is entitled to up to five days of unpaid leave during each employment year to meet responsibilities related to:
 - (1) the care, health or education of a child in the employee[s care, or
 - (2) the care or health of any other member of the employee's immediate family;
- (j) In the event of the death of the employee's friend or other relative or to attend as a pallbearer or mourner, the employee will be entitled to leave for up to one day for the purpose of attending the funeral or other ceremonial occasion.

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

Interpretation/Comments

The change allows an employee to choose who will deal with a serious household or domestic emergency, and a new provision of three days' leave for people who are experiencing domestic violence. These remain unpaid leaves.

20.8 Compassionate Care Leave

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

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

Interpretation/Comments

The changes align with the recently updated *Employment Standards Act*, allowing for up to 27 weeks of unpaid leave. Compassionate care leave is available to employees who must care for a family member who is terminally ill and has a significant risk of death within 26 weeks. The change allows an employee to take the leave any time within a 52 week period but the leave cannot exceed 27 weeks total. In accordance with the *Employment Standards Act*, service while on Compassionate Care Leave is deemed continuous for the purposes of employment related benefits (eg. health and welfare benefits, pension, vacation entitlement progression).



ARTICLE 21 - MATERNITY AND PARENTAL LEAVE

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

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

21.1 Maternity Leave

- (a) The employee will be granted leave for a period ~~of not longer than 17~~ **consecutive** weeks.
- (b) The period of maternity leave will commence not earlier than ~~11~~ **13** weeks before the expected date of delivery and ends no earlier than six (6) weeks following the actual date of birth unless the employee requests a shorter period.
- (c) – (f) *maintain current language*

21.2 Parental Leave

- (a) Upon application, an employee will be granted leave of absence for up to ~~37~~ **62** weeks following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
 - (1) in the case of the birth mother, commencing immediately following the end of the maternity leave under Article 21 (Maternity and Parental Leave), **the employee is also eligible for a further leave of absence of 61 weeks,**
 - (2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, commencing within the ~~52~~ **78** week period following the birth of the child,
 - (3) in the case of an adopting parent, commencing within the ~~52~~ **78** week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

21.4 Aggregate Leave

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

Interpretation/Comments

The parties agreed to update the current language to reflect the 2018 changes to the *Employment Standards Act*. These are housekeeping changes only to keep pace with changes to the *Act* that already apply to Employers in BC. Any increase to benefits costs are not due to collective bargaining.

Maternity leave is for a period of 17 consecutive weeks, and can now commence 13 weeks prior to the birth of the child. New mothers may also access up to 61 additional consecutive weeks of parental leave immediately after their 17-week maternity leave. This would provide new mothers with a total possible leave of 78 weeks (18 months).

Changes to the *ESA* will also affect non-birth partners or adopting parents who may access up to 62 consecutive weeks of parental leave, within 78 weeks of the child's birth or adoption.

The changes to maternity and parental leaves are available to those who have requested leave but have yet to take it, are already currently on leave, and are planning to take a leave.

For the Aboriginal Services Collective Agreement only:

(New) 21.10 Supplemental Employment Benefit (SEB) Plan Allowances (effective April 1, 2021)

Benefit Waiting Period Allowance

(a) 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.

(b) 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.

Maternity Leave Allowance

(a) 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 she 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.

(b) 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.

Parental Leave Allowance

(a) An employee who qualifies for 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.

(b) 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.

(c) 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 calculated 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.

Maternity and/or Parental Leave Allowance Repayment

(a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to this Article (Article 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.

(b) 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 Article (Article 21.10) on a pro rata basis.

Interpretation/Comments

Effective April 1, 2021, a Supplemental Employment Insurance top up will be introduced to the Aboriginal Services Collective Agreement only. The SEB top up plan is the same as the plan in the Public Service Agreement.

22.3 Joint Safety and Health Committee

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

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

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

(c) Committee membership will be as follows:

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

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

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

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

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

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

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



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

Interpretation/Comments

The parties agreed to clarify the language regarding the responsibilities of worker representatives and committee members, and have included reference to legislated education and training requirements.

24.3 Appointment Policy

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

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

(2) ~~_____~~

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

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

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

Interpretation/Comments

The parties agreed to a merit based appointment process for supervisory positions, where seniority is only used as a tiebreaker if the total scores on the three merit based factors are relatively equal (interpreted to mean that the total scores of candidates are within 10%).

For the Aboriginal Services Collective Agreement only:

24.3 Appointment Policy

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

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

(2) —

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

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

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

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

Interpretation/Comments

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

Employers will have until July 2019 to determine and communicate their cultural competence definitions and requirements. This should be discussed in local labour/management meetings prior to implementing the new criteria. See the discussion items and guidelines in the next section.

For the Aboriginal Services Collective Agreement only:

Letter of Commitment re - Cultural Competencies

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

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

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

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

Note:

Each Employer will develop its own definition of "cultural competence" and discuss it at the local level in its labour management committee. Each employer will ensure that its definition and manner of implementation in Article 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 in 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 development 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.



24.5 Trial Period

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

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

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

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

Interpretation/Comments

The parties agreed to better support continuity of care, a more stable workforce for clients, and reduce job posting "churn" and administration, by limiting the number of times an employee could return to their former position after posting into a new position. Employees will be able to return to their former position during their trial period only twice in a one year period.

24.8 Right to Grieve

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

24.9 Expedited Process

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

(b) *The dispute resolution process*

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

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

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

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

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

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

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

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

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



Interpretation/Comments

The changes confirm the grievance procedure for non-selection related matters in Article 24.3 (for example, job postings, transfers, trial period, evaluation reports), allowing the employee to grieve the decision at Step 3. Additionally, the change encourages the parties to exchange documents and particulars in order to foster an expeditious resolution.

For selection grievances under Article 24.3, the parties confirmed the specific dispute resolution process. A hearing on an unresolved selection dispute must take place within 45 days of the grievance being filed. This does not prevent resolution discussions taking place during the 45 day period.

24.14 Evaluation Reports

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

Interpretation/Comments

The parties agreed to clarify the language relating to how long an employee has to read, review, and sign their evaluation reports.



27.1 Eligibility

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

Coverage for an 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 ~~er~~ her trial period, not to exceed three months.

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

Interpretation/Comments

The change confirms that benefit coverage commences on the first day of the month following an employee's successful completion of their probationary period.

For employees who have been appointed to a position (temporary or permanent), this also confirms that no later than the first of the month after 3 months in the trial period, the employee should be enrolled in the benefits plans.

28.12 Required Certificates

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

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

Interpretation/Comments

This change reverses the recent arbitration decision requiring Employers to pay for Class 5 Driver's License renewals. The parties also confirmed that they neither intend to expand nor reduce current payments made under this Article, other than for the Class 5 Driver's Licence renewal.

The parties also agreed to increase the mileage allowance by 1 cent in April of each year in the three collective agreements (language still to be drafted, but this is part of the Framework for Settlement).



For the Aboriginal Services Collective Agreement only:

APPENDIX A1
Wage Grid For Delegated Programs

E. Social Worker Classifications

1. The parties agree that the Growth Series within the Aboriginal Delegated Social Worker Progression (ADSWP) will be dependent upon actual hours paid while in a delegated position. Any hours worked in a non-delegated position will not apply to progression on the ADSWP. **Despite the foregoing, the Employer may, in its discretion, place a newly hired employee at any step above the starting wage step in the ADSWP classification but no higher than Step 1 of the Aboriginal Delegated Social Worker Working Level classification, based on recent, relevant work experience.**
2. The above salary grids reflect the current salary grid for SPO 4 (Child Protection Social Worker), SPO 5 and SPO 6, under the Master Agreement and extension as of March 31, 2019.
3. CSSEA and the Union agree that due to the devolution of services to Regional Authorities and to the unique nature of Aboriginal agencies delegated under the *Child and Family Community Services Act*, Aboriginal Delegated Social Workers (ADSW's or SPO's) salaries shall be compensated in accordance to the Master Agreement.

In accordance with Appendix L of the Memorandum of Understanding respecting The Public Service Job Evaluation Plan, effective April 1, 2021, the Growth Plan to the Social Program Officer Full Working Level is confirmed as follows:

Full Working Level SPO R24 Grid 24, Step 1
Level 4 Grid 22 23 , Step 1 913 hours
Level 3 Grid 21 22 , Step 1 913 hours
Level 2 Grid 20 21 Step 1 913 hours
Level 1 Grid 19 20 , Step 1 913 hours



Summary of Changes - Tentative 2019-2022 Collective Agreements for Aboriginal Services, Community Living Services & General Services

In accordance with the Public Service Agreement MOU #22, Appendix B Re: Temporary Market Adjustments, the following adjustments will be made:

Year 1 - Effective April 1, 2019 – Social Program Officer (Child Protection) R24 will receive a TMA of one grid to grid 25.

Year 2 – no adjustments

Year 3 - Effective April 1, 2021 – Social Program Officer (Child Protection) R24 will receive an additional one-grid TMA to grid 26.

- 4. The parties agree that the above Aboriginal Delegated Social Worker (ADSW) grid levels will be implemented upon ratification of the Aboriginal Services Collective Agreement and will be adjusted, upon ratification of the 17th Master Agreement to reflect the new salary grids (SPO 4, 5, 6). The parties also agree that where delegated or non-delegated social worker positions and/or classifications are created by the Employer and/or are identified as being comparable or equivalent to classifications under the Public Service Job Evaluation Plan (PSJEP) the parties shall meet within 30 days of the creation of the new classification to identify the appropriate rate of pay as benchmarked by the PSJEP. Where the parties cannot agree, the matter shall be referred to Bob Pekeles for final determination.
- 5. ~~Wage increases referenced in the 17th Master Agreement include the Economic Stability Dividend (ESD) which is payable as the cents per hour equivalent to the percent of pay which would be paid from the ESD formula as a general wage increase. Wage scales for the following general wage increases cannot be determined at this time as they may be impacted by ESDs. New wage scales will be posted on both the BCGEU and CSSEA websites and distributed to members once they are known:~~

Date	Percentage Increase
February 7, 2016*	-
April 3, 2016	-.5
February 5, 2017*	1.0
April 2, 2017	-.5
February 4, 2018*	1.0
April 1, 2018	-.5
February 3, 2019*	1.0

** The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).*

Interpretation/Comments

The parties added language to give an Employer the discretion to grant a wage credit based on a new hire’s previous experience in social work; this provides an optional mechanism to address recruitment concerns. The Child Protection and SPO Growth wage adjustments also enable Employers to keep pace with the adjustments made in the Public Service Agreement in this round of bargaining.



MEMORANDUM OF AGREEMENT #1

Re: Local Issues

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

MEMORANDUM OF AGREEMENT #5

Re: Long-Term Disability Plan

5. The plan ~~will~~ includes an “*early intervention*” program.

6. Enrolment and participation of employees in the early intervention program ~~will be~~ is mandatory. (see also Information Appendix A)

7. The Employer will pay 100% of the premium.

**INFORMATION APPENDIX A
LONG-TERM DISABILITY (LTD)**

Early Intervention Program (EIP)

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

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

Interpretation/Comments

The parties agreed to incorporate language that highlights both employees’ and unions’ support for, and the obligations under, the Community Social Services Early Intervention Program. The aim of these changes is to facilitate higher participation rates in the Program and lower absenteeism.



MEMORANDUM OF AGREEMENT #10
Re: Continuity of Service and Employment

The parties agree to abide by the Continuity of Service and Employment Memorandum which was signed on June 13, 2018 ~~December 1, 2013~~ and expires on October 31, ~~2019~~ 2022.

INFORMATION APPENDIX D
Continuity of Service and Employment Memorandum
between
Community Social Services Employers' Association (CSSEA)
and
Community Social Services Bargaining Association (CSSBA)
and
The Province of British Columbia

...

The MOU does not operate with respect to any contracting commenced prior to ~~December 1, 2013~~ June 13, 2018, and it expires for all purposes on October 31, ~~2019~~ 2022.

...

Similar consequential amendments to be made throughout the MOA.

Interpretation/Comments

The MOA was renewed by the Government with an updated expiry date in 2022.

**Memorandum of Agreement (MOA) -
Social Services Sector Retention and Portability Clause**

Preamble

~~As part of the Innovation and Sustainability Roundtable initiatives, the parties have a desire to enhance the recruitment and retention of candidates within the Social Services Sector by offering certain benefits when regular employees move directly from a CSSEA-member Employer to another CSSEA-member Employer within the Community Social Services Sector.~~

Preamble

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



Employer participation

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

Portability

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

(a) Vacation - Article 18.1

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

(b) Wages – Appendix A

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

The term "hours" means:

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

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

c) Municipal Pension Plan

Municipal Pension Plan Eligible employees will be brought within the scope of the Municipal Pension Plan in accordance with the Plan Rules. ~~as of the first day of employment at Agency "B". Periods of up to 90 days out of service, when transferring, shall not count as a discontinuity, but such periods shall be excluded when calculating benefits.~~

Benefits Not Portable



**Summary of Changes - Tentative 2019-2022 Collective Agreements
for Aboriginal Services, Community Living Services & General Services**

For clarity, wage protection and benefits superior to those provided by this article the Collective Agreements shall not be portable, and Article 26.12 is not applicable. ~~Wage protection and red-circling is not portable. CSSEA will work with Employers to track the uptake of the MOA and will share the information with the CSSBA.~~

Terms of MOA

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

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

~~This Memorandum of Agreement expires on September 1st, 2018 or earlier if either party provides a minimum 30 days' notice of intent to terminate the MOA.~~

Interpretation/Comments

The parties incorporated a previously agreed upon MOA from 2016 into the collective agreements to enable employers to recognize and port service for increment placement and vacation. Employer participation is voluntary but may assist with local recruitment and retention challenges.

NEW MOA XX - RE: Provincial Occupational Health and Safety Council for Community Social Services

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

Within one (1) month of ratification of the Collective Agreements, the Community Social Services Employers Association (CSSEA) and the Community Social Services Bargaining Association (CSSBA) agree to establish a working committee to determine the governance structure of the Council.

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

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

- 1. examining the occupational health and safety risks and impacts in the Sector, including those relating to violence and harassment in the workplace, and the Psychological Health and Safety in the Workplace Standard;**
- 2. conducting an annual gap analysis to inform the development of strategies to reduce the number of injuries and claims duration;**
- 3. developing resources, delivering education/training, and promoting best practices on topics that include:**
 - a) Psychologically healthy and safe workplaces**
 - b) Violence or aggressive conduct in the workplace, including risk assessments**
 - c) Standards for JOSH committees, and**
 - d) Any other OHS topic that would be of material benefit to the Sector.**

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

- 1. It will identify provincial priorities, strategies or projects that utilize new or existing occupational health, safety and violence prevention initiatives to meet overall goals of workplace injury and illness prevention. It will seek out and collaborate with employees and employers, experts in the field, and other similar provincial level organizations, both to benefit from their experience and adapt successful strategies and resources, as well as to ensure coordinated and consistent approaches across the broader public sector, including with the Community Health Sector;**
- 2. Provincial priorities, strategies or projects will be:**
 - a) responsive to current Sector needs and be capable of being translated into practical applications at the worksite level;**
 - b) based on the latest evidence and data;**
 - c) Reflective of best occupational health and safety practices;**
 - d) Have measureable performance expectations and an evaluation plan;**
 - e) Supported by the Unions, Employers and CSSEA;**
 - f) developed, implemented, and evaluated in consideration of available resources and a reasonable expectation of success.**

3. It will make recommendations to the Joint Training Committee on joint educational opportunities.
4. It will collaborate with the Sick Leave, Illness and Injury Plans and Benefit Improvement Costs Committee (MOA 13) – (NOTE: WorkSafe BC Project); and
5. It will liaise regularly with, and submit reports and recommendations to, the Sector Committee on an annual basis.

Interpretation/Comments

The parties agreed to create a provincial council by the end of this calendar year to work in collaboration with employers, employees and WorkSafeBC to address occupational safety and health matters that are important to the sector. Topics that the Council will address include risk assessments, best practices and developing resources and training materials on topics such as psychologically healthy and safe workplaces, violence or aggressive conduct in the workplace and standards for JOSH Committees.

NEW MOU XX - SCHEDULES TO MEET EMERGING CLIENT NEEDS

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

Interpretation/Comments

In the interest of meeting the provincial government's key priority of delivering services that people count on, the parties agreed to language that encourages discussions at the local level about implementing schedules that support the delivery of services. This could allow for the creation of innovative, new scheduling models, or the application of existing scheduling models, in order to meet the evolving needs of clients in a cost effective manner.



NEW MOA XX - Re: Sustainability in the Community Social Services Sector

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

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

The mandate of the Committee includes discussion on:

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

Makeup and Administration of the Committee. The Committee will:

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

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

Interpretation/Comments

The parties agreed to a joint committee that replaces both the Sustainability Committee (current LOU #1) and Precarious Work Committee (MOA #15) to examine the effects of changes in service needs and delivery on employees and continuity of care. This Committee may assist with the discussion and implementation of strategies under the new MOA#XX on Schedules to Meet Emerging Client Needs (see above).



NEW MOA XX Re Dismissals and Mediation

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

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

The parties therefore agree as follows:

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

This Agreement will remain in effect until the expiration of the Collective Agreement.

Interpretation/Comments

In the interest of finding quick and effective resolutions to grievances filed by employees who have been terminated, the parties agreed to codify their current practice that encourages mediation as an optional dispute resolution process instead of full arbitration.



Letter of Understanding XX (NEW)

Re: Non Provincially Funded Position Memorandum of Agreement

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

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

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

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

Interpretation/Comments

In anticipation of changes coming from the provincial government's initiative on affordable childcare, the parties agreed to target available funding to close the gap in compensation between employees who are covered under agency-specific memoranda of agreement that provide for lower wage rates than employees governed by the JJEIP.



For the Aboriginal Services Collective Agreement only:

Use of the term “*Aboriginal*”

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

Use of the term “*Master Agreement*”

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

Information Appendix G - ~~Aboriginal~~ Indigenous Alternate Dispute Resolution Process Guidelines

~~Peacemaking Circles~~

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

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

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

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

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

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

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

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

- The meeting space is the most visible structure. Participants are seated as dictated by custom in a circle focusing on the centre where symbolic objects cultural medicines may be are placed to remind participants of values shared among those in the circle.
- A talking piece is used as a way to ensure respect between speakers and listeners. The talking piece is passed from person to person within the circle and only the person holding the piece may speak.
- Two A designated and mutually agreed person will act as "keepers", of the circle have been identified. The keepers to guide the participants and keep maintain the circle as a safe space. While it is possible to have only one keeper, generally a team of two is preferable.
- Ceremony and ritual Cultural protocol and custom are used to create safety, understanding and collaboration.
- Consensus decision making honours the values and principles of peacemaking circles and helps participants to stay grounded in them.

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

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

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

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

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

Interpretation/Comments

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

LETTER OF UNDERSTANDING #7

Re: Workload Review Committee

between

Vancouver Aboriginal Child and Family Services Society (VACFSS)

and

B.C. Government and Service Employees' Union (BCGEU)

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

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

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

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

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

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

Interpretation/Comments

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