

MEMORANDUM OF AGREEMENT

Between

COMMUNITY SOCIAL SERVICES EMPLOYERS' ASSOCIATION

("CSSEA")

And

COMMUNITY SOCIAL SERVICES BARGAINING ASSOCIATION

("CSSBA")

And

MINISTRY OF HEALTH

("MOH")

(Collectively the "Parties")

RE: Health Careers Access Program Health Care Support Worker Terms of Employment

Whereas:

- A. The Parties have a joint interest in alleviating the shortage of qualified care aides in BC. For the purpose of this Agreement, the term "care aide" will also refer to positions classified as Residence Workers under the applicable CSSEA/CSSBA Collective Agreements (the "Collective Agreement").

- B. The Ministry of Health wishes to support individuals to become qualified care aides by providing funding through the Health Careers Access Program (“HCAP” or the “Program”).
- C. The Program will involve participants completing their care aide certifications at a post-secondary institution while also gaining valuable work experience with a community social services employer and will take up to 18 months to complete.
- D. The Parties wish to establish the terms of employment for individuals participating in the Program (“Participants”).
- E. CSSEA enters into this agreement on behalf of its member employers (“Employers”) who choose to hire Participants into the Program.
- F. The CSSBA enters into this agreement on behalf of its constituent unions (the “Unions”) who will represent Participants.

Accordingly, the Parties have agreed to the following:

Health Care Support Worker Benchmark and Job Descriptions

1. The Parties agree that the temporary Health Care Support Worker (“HCSW”) benchmark attached as **Appendix ‘A’** to this Agreement is established. Employers seeking to hire HCAP Participants will create temporary HCSW positions for the Participants.
 2. The Parties agree that the template job description attached as **Appendix ‘B’** to this Agreement are established, and that Employers may create job descriptions that match these templates without providing notice to the Unions. The Unions hereby approve all such job descriptions.
 3. Section 2 above does not detract from the Unions’ right to challenge job descriptions that do not match the template.
 4. The wage rate for HCSWs will be as established under the Funding Agreement between the MOH and participating Employer (\$20.95/hour as of February 2021), and as amended from time to time.
 5. The Parties agree that the temporary Health Care Support Worker (“HCSW”) benchmark (**Appendix ‘A’**) was negotiated on a without prejudice basis and solely for HCAP. The Parties agree that they will not rely on this job
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description or temporary benchmark in any future benchmark process, third party dispute, at collective bargaining, or in another other avenue outside of a dispute concerning this agreement. This job description and benchmark will not form part of the Collective Agreement and will be deleted/ended when the Program ceases.

Posting and Selection Process

6. HCAP is intended first to be a career laddering opportunity for existing community social services employees, and second, a pathway for new employees to enter community social services assisted living programs. Employers posting and filling HCSW positions will comply with the posting and selection provisions under Article 24 of the Collective Agreement. However, in order to be eligible for an HCSW position, applicants must also:
 - a. Pass an English proficiency test;
 - b. Pass a criminal record check; and
 - c. Not already be qualified as a Residence Worker.
7. The Employer will initially post all HCSW positions as temporary vacancies. However, the employment status of the Participant ultimately awarded the position will be governed in accordance with the sections 16 and 17 below.
8. Should no internal applicants express interest in an HCSW position, Employers will choose from the pool of pre-screened HCAP applicants. It is expected that Employers will give due consideration to applicants with health sector or community social services experience.
9. It is further expected that Employers will promote culturally safe environments and will encourage staff who identify as black, indigenous, or persons of colour to apply for the Program.

Return of Service

10. Participants will be required to sign the Return of Service Agreement attached as **Appendix 'C'** to this Agreement as a condition of employment and participation in the Program.
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HCSW Employment Conditions

11. Participants commit to participate in the Program for up to an 18-month period. Participants will not be eligible to bid on or post into positions for the duration of their participation in the Program, unless the Employer otherwise agrees.
12. Participants will spend a portion of the Program term working in the temporary HCSW position for the Employer (the "Working Components"), and a portion completing course work and practicums with a post-secondary institution (the "Education Components").
13. During the Working Components, Employers will assign Participants to a full-time schedule. Employers may modify Participant work schedules as required.
14. Participants will work on a supernumerary basis (above baseline) during the Working Components.
15. Participants will only accrue seniority on hours during the Working Components of the Program. However, when Participants apply for positions immediately after leaving the Program, Employers may not consider seniority accrued during the Program for the purpose of selection, if considering this seniority would allow the Participant to gain priority access to positions over existing internal candidates.

External Applicant Employment Status

16. Participants who are hired as external applicants will be considered casual employees for the Working Components of the Program, and their employment will be subject to the following:
 - a. Article 30 – Casual Employees of the Collective Agreement will apply except the following provisions:
 - Clause 30.3 and any Local Issue MOA#1 provisions relating to casual availability, call-procedures, development and application of seniority lists
 - Clauses 30.2, 30.4, 30.7, and 30.8
 - b. Participants will be subject to a probationary period that will last for the duration of the Program, and therefore Clause 11.8 (Probation) will not apply. However, if a Participant also registers as a casual under another
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classification, their probationary period under that classification will be governed by the Collective Agreement.

- c. Clause 24.11 – Temporary Vacancies will not apply as Participants are not entitled to health and welfare benefits.
- d. Vacation and statutory holidays are to be provided in accordance with Clause 30.5 (Paid Holidays and Vacation for Casual Employees), and Employers will schedule Participants off for ten workdays of unpaid vacation in each calendar year during the Working Components of the Program. Employers will attempt to schedule these unpaid vacations in accordance with the Participants' requests, but all requests will be subject to the Program's scheduling requirements.

Internal Applicant Employment Status

17. Participants who are internal applicants (i.e. employed by the Employer under the Collective Agreement at the time they post into the HCSW positions) will retain their previous employment status while working in the temporary vacancy for the duration of the Program, subject to the following Collective Agreement modifications:

- a. During the Education Components, Participants who hold regular employment status will be on unpaid leave of absence. For the duration of these leaves of absence, Participants' benefit accruals will cease in accordance with Article 20.7 of the Collective Agreement.
 - b. Despite paragraph (a) above, if a Participant is already enrolled in medical, dental, and extended health plans at the time an Education Component commences, the Employer will ensure that these plans are continued for the duration of the Education Component. After twenty (20) days of unpaid leave of absence have elapsed in the calendar year, the Employer will pay the cost of benefit premiums that would ordinarily be owing by the Participant for continuation of such benefits during an unpaid leave.
 - c. Participants entering into the Program will be subject to a trial period in accordance with Clause 24.5 of the Collective Agreement. Time spent in the Education Components will not count towards the duration of the qualifying period.
 - d. Participants who hold regular status employment may request vacation in accordance with the Employer's existing vacation policy, but all such requested vacation may only be taken during the Working Components
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and will be subject to the Program's scheduling requirements. In the event that a Participant's vacation entitlements exceed those which could be accommodated within the Program schedule, the Participant will carry over up to ten days of vacation to the following year pursuant to Clause 18.4 (Vacation Carryover), and if any entitlement remains, the Employer will pay out the remainder.

Education Modules

18. During the Education Components:

- a. Participants will not be scheduled to work shifts in the temporary HCSW role;
- b. Participants will not receive wages from the Employer, but rather will receive a stipend funded by the Ministry of Health;
- c. Ministry of Health will pay the tuition, fees, and cost of necessary books for the Education Components of the Program; and
- d. Employers will not be required to pay any costs associated with the Education Component unless otherwise directed by the Ministry of Health.

Following Successful Completion of HCAP

19. Upon a Participant's successful completion of the Program:

- a. The Participant will take all steps necessary to become registered in the BC Care Aide Registry;
 - b. The term of the Participant's HCSW position will be deemed to have ended;
 - c. The Employer will place the Participant on the residence worker casual list at the site/unit/program where the Participant worked as an HCSW;
 - d. The Employer will not be required to give the Participant displacement or layoff rights under the Collective Agreement;
 - e. The Participant will immediately apply on vacancies and accept regular residence worker positions as required under the Return of Service Agreement;
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- f. The Participant will be subject to a trial period in their residence worker role pursuant to Clause 24.5 of the Collective Agreement after successfully posting into a regular position.

Participants Unsuccessful in Education Components

- 20. If a Participant fails an education module or prerequisite course during the Education Component, and the post-secondary institution providing the education deems the individual unable to complete the certification without significant delay, the term of the HCSW position that the Participant is working in will be deemed to have ended and:
 - a. If the Participant was an internal applicant, and is within their qualifying period, then the Employer will return them to their pre-Program position/status;
 - b. If the Participant was an internal applicant, and is no longer within their qualifying period, they will be issued displacement notice pursuant to Article 13; or
 - c. If the Participant was an external applicant, their employment with the Employer will be terminated, and the Employer will not be required to give the Participant any displacement or layoff rights under the Collective Agreement. At the Employer's discretion and subject to its operational requirements, if the Participant is qualified and capable of performing in another classification, the Employer may consider offering the Participant employment in a non-residence worker role.

Termination of Employment


- 21. If, during the Program, the Employer terminates a Participant's employment for just and reasonable cause, the Participant will no longer be eligible to participate in any aspect of the Program.
- 22. Participants will have access to the grievance procedure under Article 9 of the Collective Agreement to resolve differences concerning their employment with the Employer.

Term of this Agreement

- 23. This Agreement will expire on December 31, 2025, but may be extended by mutual agreement between the parties.
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Agreed this 26th day of February 2021

Signed on behalf of the CSSBA

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Selena Kongpreecha
Spokesperson, CSSBA

Signed on behalf of CSSEA



Mark Slobin
CSSEA, Director, HRLR

APPENDIX 'A'

Without Prejudice
COMMUNITY SOCIAL SERVICES SUBSECTOR COLLECTIVE AGREEMENT
HEALTHCARE CAREER PATHWAY - TEMPORARY EMPLOYMENT OPPORTUNITY
BENCHMARK

Benchmark Title: Healthcare Support Worker

Classification Grid: N/A

I. Level Definition

Under the direction of a Registered Nurse or another regulated healthcare professional, performs a variety of non-direct and/or non-clinical healthcare supports to clients, residents, families, and/or visitors in assisted living settings in accordance with the established care plan and safety requirements.

II. Typical Duties

- (1) Participates as an integral member of a healthcare delivery team to provide a variety of non-direct and/or non-clinical healthcare supports to clients, residents, families and/or visitors to meet established needs.
- (2) Establishes rapport with clients, residents and families, and assists in promoting physical, emotional, cultural, social, and spiritual well-being. Observes clients and residents, and their environments, to identify and report unsafe conditions, behavioral and/or physical changes to designated supervisor.
- (3) Assists with mealtime activities; sets up, welcomes and transports clients or residents to dining areas, sets up and collects meal trays, assists with limited food preparation such as heating prepared food, making tea, coffee, toast, , etc. where clients or residents require support.
- (4) Provides assistance in carrying out activities; sets up supplies and equipment, assists with transporting clients or residents to designated areas, encourages participation in activities and provides support to clients or residents where required.
- (5) Performs housekeeping duties such as sweeping and mopping floors, vacuuming, dusting, washing dishes, and washing, drying, folding, and delivering laundry, where required.
- (6) Greets visitors and others in accordance with established safety, security and infection control procedures and guidelines; provides information and/or redirects to appropriate person or area, where required.
- (7) Checks and restocks supplies as required, including personal care, first aid, and housekeeping supplies and assists in taking inventory.
- (8) Completes and maintains related records electronically, or using documents such as inter-shift communication books, daily log sheets and progress reports related to non-direct and/or non-clinical healthcare activities.
- (9) Performs other related duties as assigned.

III. Qualifications**(1) Education, Training and Experience**

Grade 10, including successful completion of English 10 or equivalency. Valid Class V BC Driver's License.

(2) Skills and Abilities

- (i) Ability to communicate effectively, both verbally and in writing
 - (ii) Ability to deal with others effectively
 - (iii) Ability to organize work
 - (iv) Physical ability to carry out the duties of the position
 - (v) Ability to operate related equipment
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APPENDIX 'B'

TEMPLATE JOB DESCRIPTION

JOB TITLE: Healthcare Support Worker (Assisted Living)

JOB SUMMARY:

Under the direction of a Registered Nurse or another regulated healthcare professional, performs a variety of non-direct and/or non-clinical healthcare supports to clients, residents, families, and/or visitors in long term care and assisted living settings in accordance with the established care plan and safety requirements.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

Participates as an integral member of a healthcare delivery team to provide a variety of non-direct and/or non-clinical healthcare supports to clients, residents, families and/or visitors to meet established needs.

Establishes rapport with clients, residents and families, and assists in promoting physical, emotional, cultural, social, and spiritual well-being. Observes clients and residents, and their environments, to identify and report unsafe conditions, behavioral and/or physical changes to designated supervisor.

Assists with mealtime activities; sets up, welcomes and transports clients or residents to dining areas, sets up and collects meal trays, assists with limited food preparation such as heating prepared food, making tea, coffee, toast, , etc. where clients or residents require support.

Provides assistance in carrying out activities; sets up supplies and equipment, assists with transporting clients or residents to designated areas, encourages participation in activities and provides support to clients or residents where required.

Performs housekeeping duties such as sweeping and mopping floors, vacuuming, dusting, washing dishes, and washing, drying, folding, and delivering laundry, where required.

Greets visitors and others in accordance with established safety, security and infection control procedures and guidelines; provides information and/or redirects to appropriate person or area, where required.

Checks and restocks supplies as required, including personal care, first aid, and housekeeping supplies and assists in taking inventory.

Completes and maintains related records electronically, or using documents such as inter-shift communication books, daily log sheets and progress reports related to non-direct and/or non-clinical healthcare activities.

Performs other related duties as assigned.

QUALIFICATIONS:

Education, Training and Experience

Grade 10, including successful completion of English 10 or equivalency.

Skills and Abilities

Ability to communicate effectively, both verbally and in writing

Ability to deal with others effectively

Ability to organize work

Physical ability to carry out the duties of the position

Ability to operate related equipment

APPENDIX 'C'

RETURN OF SERVICE AGREEMENT

Between

[Employer Name]

("Employer")

And

[Employee Name]

("Employee")

(Collectively the "Parties")

RE: Health Careers Access Program Health Care Support Worker Return of Service Agreement

Whereas:

- A. As a term of employment in the Health Careers Access Program, the Employee is required to enter into a return of service agreement in favour of the Employer.
 - B. The Parties wish to establish the terms of the return of service agreement.
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Accordingly, the Parties have agreed to the following:

Definitions

1. The Parties agree that all defined terms in the Memorandum of Agreement between CSSEA and the CSSBA RE: Health Careers Access Program Health Care Support Worker Terms of Employment dated February 26, 2021 (the "HCSW Agreement") are incorporated into this Agreement.
2. For the purpose of this Agreement, the following additional definitions apply:
 - a. "geographic region" means the area within the legal boundaries of a Health Authority.
 - b. "worksite" means either:
 - i. any single facility defined by common site name as listed in Information Appendix E – List of Certifications in Each Bargaining Unit of the applicable CSSEA/CSSBA Collective Agreement; or
 - ii. any individual CSSEA member employer as defined under the applicable Labour Relations Board certification.

Consideration

3. The Employee agrees that the Employer and the MoH have provided good and valuable consideration to the Employee in the form of a paid education opportunity through HCAP, which serves as consideration for the promises contained in this Agreement.

Obligation to Work as a Residence Worker

4. Upon completion of the Program, the Employee will apply on and accept any regular residence worker vacancies available with the Employer at the worksite where they completed the Program (the "Primary Worksite"). If the Employee is unable to accept the only available residence worker position or positions at the Primary Worksite due to bona fide interference with a protected ground under the *Human Rights Code*, RSBC 1996, c 210, then the Employer will place the Employee on the casual list at the Primary Worksite.
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5. If there are no regular positions available at the Primary Worksite, the Employee will elect to either:
 - a. be placed on the Employer's casual list at the Primary Worksite; or
 - b. apply for and accept any regular residence worker position with the Employer at any worksite operated by the Employer.
6. If there are no regular residence worker positions available with the Employer at any of its worksites, the Employee may choose to obtain employment with any CSSEA-member employer in a regular or casual capacity as a residence worker within in the same geographic region as the Primary Worksite, or if no such positions are available, then any HEABC-Member employer in a regular or casual capacity as a care aide (FBA and CBA included) at any worksite within in the same geographic region as the Primary Worksite.
7. If there are no regular care aide positions available as set out in paragraph 6 above, the Employee may choose to obtain employment in a regular or casual capacity as a residence worker or care aide at any worksite operated by any employer within in the same geographic region as the Primary Worksite.

Return of Service Period

8. Upon becoming employed in accordance with paragraphs 4-7 above, the Employee must complete twelve (12) months of employment as a residence worker or care aide, as applicable (the "ROS Period"). During the ROS Period, the Employee must continue to work at the same worksite, but may post into other residence worker/care aide positions that become available at the same worksite.
 9. If the Employee fails to accept any employment as a residence worker/care aide in accordance with paragraphs 4-7, or voluntarily leaves their employment with the Employer during the ROS Period, the Employee will pay the Employer the cost of the Program ("HCAP Costs") proportional to the percentage of the ROS Period that has not been completed. HCAP Costs include:
 - a. All stipends paid to the Employee during the Education Components; and
 - b. All other education costs (stipend, tuition, fees, costs of necessary books) as outlined in the HCSW Agreement.
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10. If the Employee begins their ROS Period at a new worksite in accordance with paragraphs 6 or 7 above, and the Employee voluntarily leaves their employment as a care aide during the ROS Period, the Employee will pay the MoH the HCAP Costs proportional to the percentage of the ROS Period that has not been completed.

Leaves of Absence

11. The Employee's twelve-month ROS Period under this Agreement includes vacation periods, but does not include any other leaves of absence that are greater than twenty (20) days. The ROS Period will resume upon the Employee's return from any such leave of absence.

Agreed this _____ day of _____ 20__

[EMPLOYEE NAME]

[EMPLOYER]

(Print Name)

(Printed Name, Authorized Signatory)

Signature

Signature
