INDIGENOUS SERVICES
COLLECTIVE AGREEMENT

between the

COMMUNITY SOCIAL SERVICES
EMPLOYERS' ASSOCIATION (CSSEA)

and the

COMMUNITY SOCIAL SERVICES
BARGAINING ASSOCIATION OF UNIONS (CSSBA)

Effective from April 1, 2019 to March 31, 2022

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

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

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

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions will remain in effect for the term of the agreement, and the parties hereto will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. If agreement is not reached the matter will be sent to arbitration as provided in Article 10 (Arbitration).

1.3 Conflict with Regulations

In the event that there is a conflict between the contents of the agreement and any regulation made by the Employer, or on behalf of the Employer, this agreement will take precedence over the said regulation.

1.4 Use of Terms

(a) *Gender Neutral Terms*

Throughout this agreement, gender neutral terms will be used.

(b) *Singular or Plural*

Wherever the singular is used the same will be construed as meaning the plural 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.

Notwithstanding the above, the parties accept that Indigenous agencies are entitled, by virtue of Section 41 of the *Human Rights Code*, to give preference to Indigenous peoples, and as such will not be restricted by any clause or article contained in the collective agreement in hiring, retaining, promoting, or advancing of Indigenous individuals.

ARTICLE 2 - DEFINITIONS

2.1 Employees

(a) A regular full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work full-time shifts as identified in Clause 14.2(a) (Hours of Work). These employees are entitled to all benefits outlined in this collective agreement.

(b) A regular part-time employee is an employee who is appointed to a part-time position with a part-time schedule and works less than the number of hours constituting full-time employment as outlined in Article 14 (Hours of Work). A regular part-time employee is entitled to all benefits of this agreement on a prorated basis inclusive of additional hours of work except as provided for in Article 27 (Health and Welfare Benefits).

(c) Casual employees are employed on an "*on call*" basis pursuant to the provisions of Article 30 (Casual Employees) and the local issues agreement (Memorandum of Agreement #1 - Item [1] [3] where applicable).

2.2 Other Definitions

(a) "*Ability*" includes the ability to interact effectively with clients.

(b) "*Classification*" defined for the purposes of the collective agreement as those classifications listed in Appendix A (Wage Grid). Each regular employee will be assigned to a classification.

(c) "*Common-Law Spouse*" and "*Common-Law Partner*" means two people who have co-habited as spousal partners for a period of not less than one year.

(d) "*Day*" is a calendar day, unless otherwise noted.

(e) "*Delegated Functions*" means functions performed by employees in classifications authorized or delegated under the *Child, Family and Community Services Act* and *Adoptions Act.*

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

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

(h) "*Gender Identity*" means a person's concept of self that may be different than their birth-assigned gender and related physical characteristics, societal attitudes and expectations.

(i) "*Geographic Area*" means a group of communities where it is practical for multiple locations to meet together.

(j) "*Indigenous*" has the same meaning as the term "*Aboriginal*" as defined in the Constitution of Canada, which "*includes the Indian, Inuit and Métis peoples of Canada*".

(k) "*Job Family*" see Information Appendix C, Classification Manual 3.1 for definition and Schedule A for a list.

(l) **"***Premiums*" when expressed in relation to a wage rate refers to the straight-time wage rate, and (for greater clarity) wage-related premiums do not 'pyramid' on other forms of wage-related premiums.

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

(n) "*Union*" means the Union that represents the employees in the certification.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

The bargaining unit will comprise all employees included in the certification issued by the Labour Relations Board except those excluded by mutual agreement of the parties or by the *Labour Relations Code*.

3.2 Bargaining Agent Recognition

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

3.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement will be sent to the President of the Union or designate. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employees in the bargaining unit covered by this agreement, pertaining to the interpretation or application of any clause in this agreement, will be forwarded to the President of the Union or designate.

3.4 No Other Agreement

No employees covered by this agreement will be required or permitted to make a written or verbal agreement with the Employer or its representatives, which may conflict with the terms of this agreement.

3.5 No Discrimination for Union Activity

The Employer and the Union agree that there will be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employees for reason of membership or activity in the Union.

3.6 Recognition and Rights of Stewards

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

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

(c) A steward, or their alternate, must obtain the permission of their immediate supervisor before leaving work for the time reasonably required to perform their duties as a steward. Leave for this purpose will be without loss of pay. Such permission will not be unreasonably withheld. On resuming their normal duties, the steward will notify their supervisor.

(d) Where the steward's duties will unreasonably interfere with the proper operation of the Employer, such duties will be performed outside of normal working hours.

(e) The duties of stewards will include:

(1) investigation of complaints of an urgent nature;

(2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;

(3) supervision of ballot boxes and other related functions during ratification votes;

(4) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention; and

(5) attending meetings called by the Employer.

3.7 Union Meetings

The Employer recognizes the Union's interest in keeping its members informed and aware of its activities through regular union meetings. The Employer may approve the use of the agency facilities to hold union meetings. Union meetings, including general and/or committee(s) meetings, held on employer premises will not interfere with the operation of the Employer.

3.8 Union Communications

(a) The Employer will provide a bulletin board for the exclusive use of the Union. The sites will be determined by mutual agreement. The use of the bulletin boards is restricted to the affairs of the Union.

(b) The parties may, at the local level, agree upon another method of notifying employees of union business.

(c) Employees who normally use the Employer's computers for work related business can occasionally access the union's websites and an electronic copy of the collective agreement during breaks if it does not unreasonably interfere with the Employer's business.

3.9 Union Insignia

A union member will have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer union shop cards, for the Employer's places of operation, to be displayed at a mutually agreed place on the premises. Such card will remain the property of the Union and will be surrendered upon demand.

3.10 Time Off for Union Business

Leave of absence without loss of seniority will be granted:

(a) *Without Pay*

(1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

(2) to elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;

(3) to employees who are representatives of the Union on a bargaining committee, to attend meetings of the Bargaining Committee;

(4) to employees called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body;

(5) to stewards to maintain all bulletin boards;

(6) to employees designated by the Union to sit as observers on interview panels;

(7) to the grievor to attend an arbitration board or any other Labour Relations body;

(8) Any employee required to attend a hearing who is scheduled to work night shift prior to the hearing will be granted that shift off without pay at the employee's request. Any employee required to attend a hearing for over three hours who is scheduled to work the evening shift the day of the hearing will be granted that shift off without pay at the employee's request.

(b) *Without Loss of Pay*

(1) to stewards, or their alternates, to perform their duties as per Clause 3.6 (Recognition and Rights of Stewards);

(2) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours.

(c) *With Straight-Time Pay*

To members of the Joint Safety and Health Committee to attend meetings of the Joint Safety and Health Committee.

(d) The Union and the employee will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of both clients and employees. To facilitate the administration of (a) above, when leave without pay is granted, the leave will be given without loss of pay and the Union will reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this article will include sufficient travel time, where necessary.

(e) *Collective Bargaining*

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

3.11 Right to Refuse to Cross Picket Lines

(a) All employees covered by this agreement will have the right to refuse to cross a picket line arising out of a dispute as defined in the appropriate legislation. Any employees failing to report for duty will be considered to be absent without pay.

(b) Failure to cross a picket line encountered in carrying out the Employer's business will not be considered a violation of this agreement nor will it be grounds for disciplinary action.

3.12 Labour Relations Code

The parties hereto subscribe to the principles of the *Labour Relations Code* of British Columbia.

3.13 Emergency Services

The parties recognize that in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

ARTICLE 4 - UNION SECURITY

(a) All employees in the bargaining unit who, on the date of certification, were members of the Union or thereafter became members of the Union will, as a condition of continued employment, maintain such membership.

(b) All employees hired on or after the date of certification will, as a condition of continued employment, become members of the Union, and maintain such membership.

(c) Nothing in this agreement will be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

ARTICLE 5 - CHECK-OFF OF UNION DUES

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

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

Deductions will be made in each payroll period of each month and membership dues or payments in lieu thereof will be considered as owing in the month for which they are so deducted. All deductions will be remitted to the Union not later than 28 days after the date of deduction and the Employer will also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.

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

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

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

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

ARTICLE 6 - EMPLOYER AND UNION WILL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The Employer agrees to provide the name, worksite phone number, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to their steward.

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

ARTICLE 7 - EMPLOYER'S RIGHTS

The Union acknowledges that the management and direction of employees in the bargaining unit is retained by the Employer, except as this agreement otherwise specifies.

ARTICLE 8 - EMPLOYER/UNION RELATIONS

8.1 Representation

No employee or group of employees will undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union will supply the Employer with the names of its officers and similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.2 Union Representatives

The Employer agrees that access to its premises will be granted to representatives of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance or other union-related business. Representatives of the Union will notify the designated Employer's official in advance of their intention and their purpose for entering and will not interfere with the operation of the department or section concerned. Where available, the Employer will make available to union representatives or stewards, temporary use of an office or similar facility to facilitate the orderly and confidential investigation of grievances.

8.3 Labour Management Committee

(a) There will be established a Labour/Management Committee composed of two union representatives and two employer representatives. The parties may mutually agree to increase the size of the Committee up to a maximum of four union representatives and four employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "*ad-hoc*" committees as it deems necessary and will set guidelines and operating procedures for such committees.

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

(b) The Committee will meet at least once every 60 days or at the call of either party at a mutually agreeable time and place. Employees who attend meetings of the Committee as representatives of the Union shall be compensated with straight-time pay. Compensation at straight-time pay for work outside the Committee members' regular working hours is limited to a combined total of 24 hours per year.

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

(c) An employer representative and a union representative will alternate in presiding over meetings. Minutes of each meeting of the Committee will be prepared by the Employer and approved by an employer and union designate who were in attendance at the meeting. Once approved, the minutes will be distributed to the Union and the Employer within three working days.

(d) The Committee will not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee will not supersede the activities of any other committee of the Union or of the Employer and will not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

(e) The Committee will have the power to make recommendations to the Union and the Employer on the following general matters:

(1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;

(2) correcting conditions causing grievances and misunderstanding.

8.4 Technical Information

(a) The Employer agrees to provide to the Union such information as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

(b) In January of each year the Employer will provide to the Union a list of all employees in the bargaining unit, their job titles, addresses and their phone numbers.

ARTICLE 9 - GRIEVANCES

9.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

(a) the interpretation, application or alleged violation of the agreement, including all Memoranda, Letters and Addenda attached to the collective agreement including the question of arbitrability; or

(b) the dismissal, suspension or discipline of any employee in the bargaining unit;

will be resolved in accordance with the following procedures.

9.2 Step 1

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

9.3 Time Limits to Present Initial Grievance

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

(a) on which they were notified orally or in writing of the action or circumstances giving rise to the grievance; or

(b) on which they first became aware of the action or circumstances giving rise to the grievance.

9.4 Step 2

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

(1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

(2) stating the article or articles of the agreement violated or alleged to have been violated, and the remedy or correction required; and

(3) transmitting this grievance to the designated local supervisor through the union steward.

(b) The local supervisor will:

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

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

9.5 Time Limit to Reply to Step 2

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

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

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

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

9.6 Indigenous Alternate Dispute Resolution Process

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

Where parties have been unable to come to an agreement in respect to the interpretation, application, implementation or operation of this agreement, the Indigenous alternate dispute resolution process may be commenced at any one of the steps of the grievance procedure by mutual agreement of the parties. The parties recognize there are a number of resolution processes that are unique to Indigenous cultures. As such, the Indigenous alternate dispute resolution process in not limited to a single process. The process may consist of participation of the parties in a resolution circle intended to foster trust, honesty, respect, equality and consensus. Participants in the circle will be chosen in each individual case, by each party, based on the individual's ability to assist in the resolution process and may include external cultural support. (See Information Appendix G for more information).

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

9.7 Step 3

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

(a) within 14 days after the reply has been conveyed to them by the representative designated by the Employer to handle grievances at Step 2; or

(b) within 14 days after the Employer's reply was due.

9.8 Time Limit to Reply to Step 3

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

9.9 Time Limit to Submit to Arbitration

(a) Failing satisfactory settlement at Step 3, and pursuant to Article 10 (Arbitration), the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

(1) 30 days after the Employer's reply at Step 3 has been received; or
(2) 30 days after the Employer's reply was due.

(b) Once the Employer has been informed of the intention to submit the dispute to arbitration, the parties will exchange particulars and documents that have not already been provided. Where either party believes a document is confidential or private in nature, that party may withhold the document, or produce it subject to mutually-agreed conditions. A good-faith failure to identify and produce a relevant document at this stage does not prejudice a party's subsequent conduct of its case. Nothing in this article precludes a party from obtaining a disclosure order from an appointed arbitrator.

9.10 Failure to Act

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

9.11 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, facsimile or electronic communication, as appropriate.

9.12 Dismissal or Suspension Grievance

(a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within 30 days of the date on which the dismissal occurred, or within 30 days of the employee receiving notice of dismissal.

(b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 or 3 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving notice of suspension.

9.13 Deviation from Grievance Procedure

(a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.

(b) In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance will be considered to have been abandoned.

(c) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal, unrelated to harassment, will not have their grievance deemed abandoned through the filing of the complaint.

9.14 Policy Grievance

(a) *Employer-Specific Grievances*

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

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

(b) *Sector-Wide Policy Grievance*

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

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

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

9.15 Technical Objections to Grievances

It is the intent of both parties of this agreement that no grievance will be defeated merely because of a technical error, other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board will have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

9.16 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Employer or designate presenting the grievance to the President of the Union or designate. Time limits and process are identical to a union grievance.

ARTICLE 10 - ARBITRATION

10.1 Notification

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

10.2 Appointment of the Arbitrator

Where a party has requested that a grievance be submitted to arbitration, an arbitrator will be selected from the agreed upon list outlined in Appendix B (List of Arbitrators). The individuals will be appointed in rotation unless they are unable to schedule the hearing within 60 days in which case the next individual on the list will be appointed. Where the parties mutually agree, an arbitrator who is not listed in Appendix B (List of Arbitrators) may be appointed.

Appendix B may be amended by mutual agreement to allow for Indigenous arbitrators.

10.3 Board Procedure

The Arbitrator may determine their own procedure in accordance with the *Labour Relations Code* and will give full opportunity to all parties to present evidence and make representations. They will hear and determine the difference or allegation and will make every effort to render a decision within 30 days of their first meeting.

10.4 Decision of Arbitrator

The decision of the Arbitrator will be final, binding and enforceable on the parties. The Arbitrator will have the power to dispose of a dismissal, discharge or discipline grievance by any arrangement which they deem just and equitable. However, the Arbitrator will not have the power to change this agreement or to alter, modify or amend any of its provisions.

10.5 Disagreement on Decision

Should either party disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision. The Arbitrator will make every effort to provide written clarification within seven days of receipt of the application.

10.6 Expenses of Arbitrator

Each party will pay one-half of the fees and expenses of the Arbitrator.

10.7 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

10.8 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

10.9 Expedited Arbitration

(a) The parties may meet, to review outstanding grievances filed at arbitration to determine those grievances suitable for this process, and will set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

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

(1) dismissals;
(2) rejection on probation;
(3) suspensions in excess of 20 workdays;
(4) policy grievances;
(5) grievances requiring substantial interpretation of a provision of the collective agreement;
(6) grievances requiring presentation of extrinsic evidence;
(7) grievances where a party intends to raise a preliminary objection;
(8) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

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

(d) The Arbitrator will hear the grievances and will render a decision within two working days of such hearings. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision.

(e) Expedited arbitration awards will be of no precedential value and will not thereafter be referred to by the parties in respect of any other matter.

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

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

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

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.1 Procedure

In the event that the Employer initiates disciplinary action against an employee that may result in their suspension or discharge, the procedure outlined herein will be followed.

11.2 Dismissal and Suspension

(a) The Employer may dismiss or suspend for just cause any employee who has completed their probationary period. Notice of dismissal or suspension will be in writing and will set forth the reasons for dismissal or suspension and an employee will have the right to have a steward present, providing that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice of suspension or dismissal will be forwarded to the President of the Union or the designated staff representative within five working days.

(b) A suspension of indefinite duration will be considered a dismissal under 11.2(a) above as soon as it exceeds 20 days and any grievance already filed will be considered henceforth as a dismissal grievance.

11.3 Burden of Proof

In all cases of discipline, the burden of proof of just cause will rest with the Employer.

11.4 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee will include written censures, letters of reprimand and adverse reports or employee appraisals.

(b) An employee will be given a copy of any document, report, incident, or notation placed on the employee's file which might be the basis of disciplinary action.

(c) Should an employee dispute any such entry in their file, they will be entitled to recourse through the grievance procedure and the eventual resolution thereof will become part of their personnel record.

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

(e) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

11.5 Personnel File

(a) An employee, or the President of the Union or their designate, with written authority of the employee, will be entitled to review an employee's personnel file, exclusive of employee references. The file will be reviewed at the employee's worksite or, where it is not possible, the file will be made available for review at a mutually agreed location. A designated management representative may be in attendance at this review. The Employer will provide copies of file entries as requested. The Employer may require up to five working days' notice prior to giving access to such information.

(b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

11.6 Right to Have Union Representative Present

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

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

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

11.7 Abandonment of Position

An employee who fails to report for duty for three consecutive working days without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee will be afforded the opportunity within 10 days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

11.8 Probation

(a) The Employer may reject a probationary employee for just cause. The Employer will provide the reasons for the rejection in writing. A rejection during probation will not be considered a dismissal for the purpose of Clause 11.2 (Dismissal and Suspension) of this agreement. The test of just cause for rejection will be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) The probationary period for supervisory employees and professional employees (registrants of a regulatory body) will be six months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last. Notwithstanding the foregoing, the probationary period will not exceed nine calendar months.

(c) The probationary period for all other employees will be three months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last. Notwithstanding the foregoing, the probationary period will not exceed six calendar months.

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

(e) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may grieve the decision pursuant to the grievance procedure outlined in Article 9 (Grievances) of this agreement commencing at Step 3.

(f) The probationary period for employees who perform delegated functions will be six months worked or the equivalent number of hours worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last.

11.9 Employee Investigations

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

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

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

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

(a) Seniority includes employment with the Employer prior to certification and will be as follows:

(1) Regular full-time employees will have a seniority date, which includes all seniority as a regular part-time employee and as a casual employee and will include all absences for which seniority continues to accumulate.

(2) Regular part-time employees will accrue seniority based on all hours paid.

(3) Casual employees will accrue seniority on an hourly basis for all hours paid.

(4) For the purpose of part-time and casual seniority, seniority will be credited as all hours paid for and will include all absences for which seniority continues to accumulate.

(5) Upon achieving regular full-time employee status, a part-time or a casual employee will have their hourly seniority converted to a seniority date. The resulting date will be deemed to be the employee's seniority date.

(6) Regular full-time employees who are returned to either part-time or casual status will have their seniority converted to hours.

(b) Notwithstanding the above, each Employer, at the time of ratification, excluding those certifications in Memorandum of Agreement #3 (Re: Existing New Certifications, Future Certifications and Variances) identified as new certifications, will maintain the current system of calculating seniority. Where an Employer has two or more unions representing employees with different methods of calculating seniority, the Unions must select a single system within 30 days of ratification of this agreement. Where they are unable to agree on a single system, the system reference in (a) above will apply.

(c) *Movement Between Agencies*

When an employee who was employed by one Employer and is subsequently employed by another Employer as a result of a merger, the employee will be credited with seniority in accordance with the following:

(1) Where the two Employers have a similar method of calculating seniority each employee moving from one agency to another will be credited with their seniority.

(2) Where the Employers have a different method of calculating seniority, the employee will have their seniority calculated by their current Employer using the methodology of the new Employer.

12.2 Seniority List

The Employer will prepare and provide to the Union once every six months, in January and July an up-to-date seniority list containing the following information for all employees:

(a) employee's name;
(b) employee's seniority;
(c) employee's current classification;
(d) employee's rate of pay;
(e) employee's status (per Article 2.1 Employees);
(f) employee's continuous service date.

This seniority list, except rate of pay, will be posted by the Employer at all worksites for 30 days. Any objection to the accuracy of the seniority or continuous service date information contained therein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes for the duration of that posting period.

The Employer will provide the Union and a union designated employee with a copy of the seniority list upon request.

12.3 Loss of Seniority

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

(a) they are discharged for just cause;

(b) subject to Clause 12.5 (Bridging of Service), they voluntarily terminate their employment or abandons their position, as per Clause 11.7 (Abandonment of Position);

(c) they are on layoff for more than one year;

(d) upon being notified by the Employer by priority courier or facsimile at their last known address that they are recalled from layoff, they fail to contact the Employer with their acceptance of recall within seven days of receipt of the recall notice. After contacting the Employer, employees will have up to 14 days to return to work;

(e) they are permanently promoted to an excluded position and does not return to the bargaining unit within six months.

12.4 Re-Employment

An employee who resigns their position and within 90 days is re-employed, will be granted a leave of absence without pay covering those days absent and will retain all previous rights in relation to seniority and benefits subject to any benefit plan eligibility requirements.

12.5 Bridging of Service

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

(a) the employee must have been a regular employee with at least two years of service seniority at time of termination;

(b) the resignation must indicate the reason for termination;

(c) the break in service will be for no longer than six years;

(d) the previous length of service will not be reinstated until successful completion of the probation period on re-employment.

12.6 Same Seniority

When two or more employees have the same seniority and when mutual agreement cannot be reached, then seniority will be determined by chance.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of a Layoff

"*Layoff*" is:

(a) a cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or reorganization, or a program termination, or closure or other material change in organization; or

(b) a reduction in hours of work greater than four hours per week from the employees' posted position, or that results in the elimination of health and welfare benefits, or that results in a change in the employees' status.

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 prior to the layoff of regular employees under Clause 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.

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

(c) Where an employee selects an option, once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer. The Employer will notify the Union of the employee's selection.

13.3 Layoff

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

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

13.4 Bumping

(a) The Employer will identify the date that the layoff will begin.

(b) The laid off employee and the first two employees affected by bumping may choose:

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

(2) to bump any employee with less seniority if they are qualified to satisfactorily perform the work. An employee can bump up, but not into a supervisory position.

(c) Subsequent employees affected by bumping who are qualified to satisfactorily perform the work may choose**:**

(1) (i) to bump the least senior employee in either their classification or a similar classification whose weekly hours are up to four hours more or less than the employee's or

(ii) the least senior employee in a dissimilar classification whose weekly hours are up to four hours more or less than the employee's and that employee is junior to the employee who would have been bumped if the option in (i) above had been selected.

(2) if no options exist under (1)(i) above then the employee may choose to use the process in (1) above to bump within the next four hour time band. If no options are available in this time band in the employee's own or similar classification the employee may choose the next four hour time band, this process will continue until the employee bumps or there are no more time bands available to the employee.

Similar classification means - in the same job family and in the same grid level or one grid level above or below the displaced employee's grid level.

(d) Within five days of receiving from the Employer both the notice of layoff and all information required by the employee to make an informed decision regarding their bump options, they will provide written notice to the Executive Director of their bump choice.

13.5 Recall

(a) Employees will be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall will be sent by priority courier or facsimile. Employees must accept recall within seven days of receipt of the priority courier or facsimile. Employees will have 14 days after accepting recall to return to work.

(b) The recall period will be one year. At the end of the recall period, an employee has the right to become a casual employee and be placed on call-in lists with their seniority.

(c) New employees will not be hired into a regular position until those laid off in that classification have been given an opportunity of recall.

(d) Job posting under Article 24 (Promotion and Staff Changes) will occur prior to recall of any employee. When there are employees on the recall list, job postings will include a copy of this article.

(e) Employees on the recall list have the right to apply for job postings as an internal applicant.

(f) When an employee on the recall list is a qualified applicant to a position, then the Employer will not consider applications to the vacancy from any less senior employees.

(g) When an employee on the recall list is the successful applicant to a position, they will not be expected to start in the new position until 14 days from the notice of assignment unless an earlier date is determined by mutual agreement between the employee and the Employer.

(h) Should the employee not continue in the assignment beyond their trial period, and where the employee is still within their one year recall period, they will be returned to the recall list for the remainder of their one year recall period.

13.6 Advance Notice

The Employer will provide written notice and/or pay in lieu of notice to a regular employee who is to be laid off prior to the effective date of layoff according to one of the following provisions:

(a) one week's notice and/or pay in lieu of notice after three consecutive months of employment; or

(b) two weeks' notice and/or pay in lieu of notice after 12 consecutive months of employment; or

(c) three weeks' notice and/or pay in lieu of notice after two consecutive years of employment, plus one additional week for each year of employment, to a maximum of eight weeks' notice and/or pay in lieu of notice.

13.7 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls may be initiated at Step 2 or 3 of the grievance procedure.

13.8 Worksite Closure

(a) Where the Employer closes a worksite or discontinues a program, the Employer will consult with the Union. Following consultations, where the Employer offers positions to all or part of the staff affected, the following will apply:

(1) Employees who accept a position and are placed in a lower classification will not have their salary reduced for a period of three months.

(2) If the downward classification lasts longer than three months, no employee will suffer more than 10% reduction in their basic pay.

(b) An employee who is classified downward as per (2) above will be offered, in order of seniority, the first vacancy in their former classification with the equivalent number of hours, or less, that they were working prior to their layoff, prior to the application of the recall provision.

Note: See Information Appendix H (Flowcharts Illustrating Article 13 (Layoff and Recall))

ARTICLE 14 - HOURS OF WORK

14.1 Definitions

For the purpose of this article, "*day*" means a 24-hour period commencing at 00:01 hours, and "*week*" means a period of seven consecutive days beginning at 00:01 hours Sunday and ending at 24:00 hours the following Saturday.

14.2 Hours of Work

(a) See Memorandum of Agreement # 1 (Re: Local Issues).

(b) (1) If an employee, reporting for work at the call of the Employer, is informed upon arrival at work that they were not required to work, the employee will be paid for a minimum of two hours' pay at their regular rate.

(2) An employee reporting for work at the call of the Employer, will be paid a minimum of three hours' pay at their regular rate if they commence work.

(3) Except as provided in (4) and (5) below, the Employer will not schedule shifts of less than four hours in duration.

(4) Existing local agreements providing for regularly scheduled shifts which are less than four hours in duration will continue for the term of this collective agreement. Any new arrangements involving regularly scheduled shifts which are less than four hours in duration will be subject to local agreement.

(5) Employees working in School Aged Child Care Programmes may be scheduled for a minimum of three hours.

(c) No employee will be scheduled for more than five consecutive days without receiving two consecutive days off unless otherwise agreed by the Union and the Employer.

(d) Notwithstanding (c), employees may request, in writing, to be scheduled up to six days in a week so as to pick up additional hours up to the maximum hours listed in Clause 14.2(a) (Hours of Work). Employees must have a 24-hour break after six consecutive days of work.

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

(1) Additional hours up to the allowable straight-time maximum will be offered to employees by seniority in the following sequential order:

(i) full-time employees
(ii) part-time employees

(2) Regular employees will be offered additional hours within their classification and worksite before qualified regular employees at other programmes/worksites (see local issues agreement) in that classification. Remaining additional hours will be offered to qualified regular employees in other classifications.

(3) Additional hours will be compensated as per Appendix A (Wage Grid). Additional hours will be used to calculate all benefits of this collective agreement except as provided in Article 27 (Health and Welfare Benefits).

(4) Regular employees requesting additional hours must give the Employer written notice of their desire to work additional hours and their availability.

(f) *24-Hour Live-In Shifts*

All existing 24-hour live-in shifts will be retained as per the previous collective agreement until the expiration of the service contract associated with the 24-hour shift arrangement.

New and/or renewed 24-hour live-in shifts arrangements will be subject to local agreement.

The Employer will give the Union sufficient notice of any new/renewed 24-hour shift arrangement in order to ensure adequate time to discuss the arrangements.

(g) *Extended Hours Shifts*

Extended workdays and/or extended workweeks are shifts in excess of the regular hours of work as outlined in Clause 14.2(a) (Hours of Work) that average the regular hours of work as outlined in Clause 14.2(a) (Hours of Work) over an agreed upon averaging period. In no case will extended workdays be greater than 16 hours in length.

All provisions of the collective agreement continue to apply to an employee working extended workday and/or extended workweek schedules except as varied below:

(1) Implementation of extended workday and/or extended workweek schedules requires the agreement of the Employer and the Union.

(2) Extended workday and/or extended workweek schedules may be cancelled by the Employer upon 30 days written notice. The Employer will consult with the Union prior to such cancellation.

(3) Daily overtime for employees working extended workday and/or extended workweek schedules commences after the completion of the scheduled shift.

(4) Any paid leaves in the collective agreement will be paid using the principles of equivalent hours up to the maximum entitlement.

It is understood by the parties that the guiding principles of extended workday and/or extended workweek schedules are to ensure that the employees working these shifts receive no greater nor lesser benefits than what they would have received working "*regular*" work hours/week.

14.3 Rest Periods

(a) Rest periods will be taken without loss of pay to the employees.

(b) All employees will have two 15 minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period.

(c) Employees working a shift of three and one-half hours, but not more than six hours, will receive one rest period during such a shift.

(d) Due to the needs of the clients, employees may be required to remain within the general area during rest periods so that they are readily available for safety or emergency situations if needed.

14.4 Meal Periods

(a) Meal periods will be scheduled as closely as possible to the middle of the workday. The length of the meal period will be not less than 30 minutes and not more than 60 minutes.

(b) An employee will be entitled to take their meal period away from the worksite. Where the Employer determines that this cannot be done, the meal period will be considered as time worked at straight-time including the accrual of all benefits of the collective agreement. Where employees are required to remain at work during meal periods and a meal is provided to the clients, the meal will also be provided to the employees.

(c) Where an employee is required to accompany a client away from the worksite for a meal, the employee will be reimbursed for the actual cost of their meal.

14.5 Flextime

(a) For the purpose of this agreement, flextime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:

(1) choose their starting and finishing times; and

(2) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement, through a specified averaging period.

(b) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for the agreed upon hours, providing at least the agreed upon hours are required to complete the averaging period. If less than the agreed upon hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.

(c) The averaging period for employees on flextime will be two pay periods.

(d) The workday for those employees on flextime will not exceed 10 hours.

14.6 Staff Meetings

Employees who are required to attend staff meetings will be paid their appropriate rate of pay. When the meeting is voluntary, the employee has no obligation to attend.

14.7 Standby Provisions

(a) Employees required to be on standby will be paid one dollar per hour, or portion thereof.

(b) The minimum standby requirement will be four consecutive hours.

(c) Should the Employer require an employee to have a pager, beeper, or a cellular phone available during their standby period, then all related expenses for such device will be the responsibility of the Employer.

14.8 Conversion of Hours

Where an employee's regular scheduled workday is greater than those outlined in Clause 14.2(a) (Hours of Work), special and paid leaves including holidays, annual vacation, sick leave, and compassionate leave will be converted to hours on the basis of the normal full-time daily hours of work outlined in Clause 14.2(a) (Hours of Work), and deducted based on the number of hours taken as leave in accordance with the employee's work schedule.

ARTICLE 15 - SHIFTS

15.1 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer, provided that whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

15.2 Shortfall of Shifts

There will be no payback for shortfall of annual working hours in the shift systems.

15.3 Short Changeover Premium

(a) Except by mutual agreement, an employee will receive eight consecutive hours off duty when changing shifts. If shifts are scheduled so that there are not eight hours between the finish of an employee's shift and the start of their next shift, a premium calculated at overtime rates will be paid for hours worked on the succeeding shift within the eight hour period.

(b) Where an employee exercises seniority rights to work shifts, one of which falls within the eight hour period from the finish of the previous shift, the employee will not be entitled to claim the premium rate referred to in (a) above.

15.4 Split Shifts

(a) Subject to (b) below, it is understood that there will be no regularly scheduled "*split shifts*" except in School Age Child Care Programmes or as negotiated between the Union and the Employer at the local level.

(b) All existing split shift arrangements will be retained as per the previous collective agreement until the expiration of the service contract associated with the arrangement.

The Employer will give the Union sufficient notice of any new/renewed split shifts arrangement in order to ensure adequate time to discuss the arrangements.

15.5 Work Schedules

(a) Work schedules must be posted 14 calendar days in advance of the beginning of the work schedule.

(b) Changes to the posted work schedule may only be made for bona fide operational requirements.

(c) With the exception of (d) below, if the change to the employee's schedule is initiated by the Employer with less than 48 hours' notice, the employee will be paid a premium of 85¢ per hour for work performed on the first shift of the revised schedule.

(d) The penalty in (c) above does not apply if the change is initiated by the Employer with less than 48 hours' notice because of an unanticipated absence of a scheduled employee, and no casual employee is available.

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

ARTICLE 16 - OVERTIME

16.1 Definitions

(a) "*Overtime*" means work authorized by the Employer and performed by an employee in excess of:

(1) the scheduled daily hours of a full-time employee;
(2) the maximum daily hours for those employees on flextime; or
(3) the agreed averaging period.

(b) "*Straight-time rate*" means the hourly rate of remuneration.

(c) "*Time and one-half*" means one and one-half times the straight-time rate.

(d) "*Double-time*" means twice the straight-time rate.

(e) "*Double-time and one-half*" means two and one-half times the straight-time rate.

16.2 Overtime Entitlement

Overtime entitlement will be calculated in 20-minute increments; however, employees will not be entitled to any compensation for periods of overtime of less than 10 minutes per day.

16.3 Recording of Overtime

Employees will record starting and finishing times for overtime worked on a form determined by the Employer.

16.4 Sharing of Overtime

Overtime work will be allocated equitably within a programme/worksite (see local issues agreement).

16.5 Overtime Compensation

Employees requested to work in excess of the normal daily full shift hours as outlined in Clause 14.2 (Hours of Work), or who are requested to work on their scheduled day of rest, will be paid:

(a) time and one-half for the first two hours of overtime on a regularly scheduled workday; and
(b) double-time for hours worked in excess of the two hours referred to in (a) above;
(c) double-time for all hours worked on a scheduled day of rest.

The compensation of overtime in (a) and (b) is to be on a daily basis and not cumulative.

An employee may choose to receive equivalent compensatory time off in lieu of overtime. Time off will be scheduled at a mutually agreeable time.

16.6 No Layoff to Compensate for Overtime

Employees will not be required to layoff during regular hours to equalize any overtime worked.

16.7 Right to Refuse Overtime

(a) All employees will have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

(b) When an employee is required to work overtime, the Employer will pay for any dependent care expenses incurred by the employee. Such expenses to be the dependent care expenses normally paid by the employee.

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 their 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 the normal rate of pay for 30 minutes or portion thereof for every call back or for the actual duration of the work if it exceeds 30 minutes.

16.9 Rest Interval

An employee required to work overtime beyond their regularly scheduled shift will be entitled to eight clear hours between the end of the overtime worked and the start of their next regular shift. If eight clear hours are not provided, overtime rates will apply to all hours worked on the regular shift which fall within the eight hour period.

16.10 Overtime for Part-Time Employees

(a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular working day, will be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the working day of a full-time employee.

(b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workdays, will be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.

(c) Overtime rates will apply to hours worked in excess of (a) or (b) above.

16.11 Authorization and Application of Overtime

An employee who is required to work overtime will be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer. It is understood that, in emergency situations, prior authorization may not be possible.

Employees working in more than one program are obligated to inform the Employer or designate and receive approval if they are asked to work hours that would result in overtime.

The Employer and the Association of Unions recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases, the employee will, when possible, make every effort to obtain authorization. If this is not possible, they will use their discretion in working the overtime and the Employer will be considered to have authorized the time in advance.

ARTICLE 17 - HOLIDAYS

17.1 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	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 and/or Louis Riel Day as paid holidays in lieu of Easter Monday and/or Boxing Day.

17.2 Holiday Falling on Saturday or Sunday

For an employee whose normal workweek is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on another day, the following Monday will be deemed to be the holiday. When a holiday falls on a Sunday and it is not proclaimed as being observed on another day, the following Monday (or Tuesday, where the preceding section already applies), will be deemed to be the holiday for the purpose of this agreement.

17.3 Holiday Falling on a Day of Rest

When a paid holiday falls on a regular employee's day of rest, the Employer will make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day will be scheduled by mutual agreement and taken within six months of the day in which it was earned. An employee may, by mutual agreement, take lieu days off together with their vacation in accordance with Clause 18.5 (Vacation Schedules).

17.4 Working on a Designated Lieu Day

If a regular employee is called to work on a day designated as the lieu day, the employee will be compensated at time and one-half for all hours worked and the lieu day will be rescheduled in accordance with Clause 17.3 (Holiday Falling on a Day of Rest).

17.5 Holiday Falling on a Workday

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

17.6 Holiday Coinciding with a Day of Vacation

Where a regular employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday will not count as a day of vacation.

17.7 Christmas Day or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts will have at least Christmas Day or the following New Year's Day off.

17.8 Paid Holiday Pay

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the 60 working days preceding their holiday, in which case they will receive the higher pay.

17.9 Religious and Ethno-Cultural Holidays

An employee will have the option of working Boxing Day and Easter Monday if their worksite is open, in exchange for two paid days off to observe religious and/or other ethno-cultural holidays other than those referenced in Clause 17.1 (Paid Holidays). Employees exercising this option will not be entitled to compensation pursuant to Clause 17.5 (Holiday Falling on a Workday) on Boxing Day and Easter Monday and will provide the Employer with the dates of the alternative two days for which leave will be requested. It is understood that this clause involves no increased costs to the Employer.

17.10 Other Observances

(a) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to four days' leave without pay per calendar year. Such leave will not be unreasonably withheld.

(b) Employees will provide the Employer with the dates of the four days for which leave will be requested. A minimum of two weeks' notice is required for leave under this provision.

17.11 Paid Holidays for Part-Time Employees

(a) Regular part-time employees will accumulate a paid holiday bank based on 4.6% of their regular straight-time hours (effective April 1, 2019) in each pay period including all additional hours worked.

(b) When a paid holiday occurs, and where the employee's paid holiday bank contains sufficient hours, the employee will be able to draw from their paid holiday bank the hours required to cover the paid holiday or paid holiday lieu day. If the employee's paid holiday bank does not contain an amount sufficient to cover the holiday, the employee may opt to draw from their vacation or overtime banks to top-up pay for the holiday or take a day off without pay or with partial pay.

(c) Participation in the "*paid holiday bank*" was determined by a vote of all employees on an agency by agency basis. Where the unionized employees chose not to participate in the "*paid holiday bank*" the part-time employees will receive four point two per cent of straight-time pay instead of a day off with pay.

(d) For new certifications, the unionized employees will elect whether or not the agency will participate in the "*paid holiday bank*" by voting on the option. Once the election is made it is irreversible.

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

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

(a) New employees who have been continuously employed at least six months prior to the commencement of the vacation year will receive vacation time based on total completed calendar months employed to the commencement date.

New employees who have not been employed six months prior to the commencement of the vacation year will receive a partial vacation after six months service based on the total completed calendar months employed to the commencement date.

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

1 year's continuous service	15 workdays	6.0%
2 years' continuous service	15 workdays	6.0%
3 years' continuous service	16 workdays	6.4%
4 years' continuous service	17 workdays	6.8%
5 years' continuous service	18 workdays	7.2%
6 years' continuous service	19 workdays	7.6%
7 years' continuous service	22 workdays	8.8%
8 years' continuous service	23 workdays	9.2%
9 years' continuous service	24 workdays	9.6%
10 years' continuous service	25 workdays	10.0%
11 years' continuous service	26 workdays	10.4%
12 years' continuous service	27 workdays	10.8%
13 years' continuous service	28 workdays	11.2%
14 years' continuous service	29 workdays	11.6%
15 years' continuous service	30 workdays	12.0%
16 years' continuous service	31 workdays	12.4%
17 years' continuous service	32 workdays	12.8%
18 years' continuous service	33 workdays	13.2%
19 years' continuous service	34 workdays	13.6%
20 years' continuous service	35 workdays	14.0%

(c) Annual vacation entitlement will be adjusted for any unpaid leaves of absence in excess of 20 days per year in accordance with Clause 20.7 (Benefits While on Unpaid Leaves of Absence).

18.2 Vacation Preference

(a) Preferences in the selection and allocation of vacation time will be determined on the basis of seniority within each programme/worksite (see local issues agreement).

(b) An employee will be entitled to receive their vacation in an unbroken period. Employees wishing to split their vacation will exercise seniority rights in the employee's first choice of a vacation period. Seniority will prevail in the second vacation period, but only after all other "*first choice*" vacation periods have been posted. Seniority will also prevail in further choices in the same manner.

Regular vacations will have priority over vacation time carried over under the provisions of Clause 18.4 (Vacation Carryover).

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 their regular paycheque issued during the vacation period.

At the request of an employee, an Employer who grants vacation pay based on what is earned at the time of taking vacation, may exercise its discretion and advance up to two weeks of unearned vacation to

employees to enable the employee to take a paid vacation earlier in the year. Should employment be terminated for any reason prior to the vacation advance being earned, the Employer will offset the unearned vacation advance against amounts owing to the employee.

18.4 Vacation Carryover

(a) A regular employee may carry over up to 10 days' vacation leave per year. 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 Clause 18.13 (Vacation Payout).

(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.

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

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

18.6 Vacation Schedule Changes

Vacation schedules, once approved by the Employer, will not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

18.7 Vacation Pay Upon Dismissal

Employees dismissed for cause will be paid their unused earned vacation allowance pursuant to Clause 18.1 (Annual Vacation Entitlement).

18.8 Vacation Credits Upon Death

Where an employee has designated a beneficiary, earned but unused vacation entitlement will be made payable, upon an employee's death, to the employee's beneficiary, or where there is no beneficiary, to the employee's estate.

18.9 Approved Leave of Absence With Pay During Vacation

When an employee is qualified for compassionate leave, sick leave, or any other approved leave with pay during their vacation period, there will be no deduction from the vacation credits for such leave. In the case of sick leave, this section will only apply when the period of illness or injury is in excess of two days and a note from a qualified medical practitioner may be required. The period of vacation so displaced will be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work.

18.10 Vacation Interruption

(a) Employees who have commenced their annual vacation will not be called back to work, except in cases of extreme emergency.

(b) When, during any vacation period, an employee is recalled to duty, they will be reimbursed for all reasonable expenses incurred by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.

(c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled will not be counted against their remaining vacation time.

18.11 Banked Vacation

Once every five years an employee may bank one full year's vacation to be taken in conjunction with the next year's vacation. For the purposes of this clause, all vacation in the second year must be taken concurrently.

18.12 Prime Time Vacation Period

Subject to the provisions of this article, it is the intent of the parties that no employee will be restricted in the time of year they choose to take their vacation. The Employer will make every effort to allow employees to take their vacation during the period of April 15th to October 15th inclusive, which will be defined as the prime time vacation period.

18.13 Vacation Payout

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

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave Credits

(a) *Premium Reduction*

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

(b) *Sick Leave Credits*

Regular employees who have completed their probationary period will accrue sick leave credits at the rate of one day per month to a maximum of 156 days. Upon completion of their probationary period, an employee will be credited with sick leave back to the employee's starting date. Upon request, an employee will be advised in writing of the balance of their sick leave credits.

(c) Each sick leave day will be compensated at 80% of the employee's regular rate of pay.

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

Note: Employees hired prior to April 1, 2004 will have their existing sick banks, as of April 1, 2004, converted at a ratio of one day = one point two five days credited to their sick leave credits. In the event that this adjustment results in an employee's sick leave bank exceeding 156 days, no further sick leave accumulation will apply until such time as the sick leave bank falls below 156 days, in which case the employee's maximum accumulation will not again exceed 156 days.

19.2 Employee to Inform Employer

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

(b) The Employer may request proof of illness. The Employer's request will not be unreasonable or discriminatory. The Employer will not request a diagnosis of the employee's condition.

19.3 Medical/Dental Appointments

(a) Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay will be granted in accordance with Clause 19.1(c) (Sick Leave Credits).

(b) Where an employee's qualified medical practitioner refers the employee to a Specialist, then any necessary travel time, to a maximum of one working day, for the employee to visit such Specialist, will be granted in accordance with Clause 19.1(c) (Sick Leave Credits).

19.4 Workers' Compensation Benefit

(a) Employees will receive directly from WorkSafeBC any wage loss benefits to which they may be entitled.

(b) While an employee is in receipt of wage loss benefits, paid holidays will not accrue.

(c) An employee will be entitled to use accrued sick leave credits while waiting for WorkSafeBC benefits to be approved. An employee will reimburse the Employer for any sick leave paid to them at such time as WorkSafeBC benefits are received. Upon reimbursement, the Employer will adjust the employee's sick leave bank in accordance with the reimbursement.

ARTICLE 20 - SPECIAL AND OTHER LEAVES

20.1 Bereavement Leave

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

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

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

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

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

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

20.2 Special Leave

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

(a) Marriage of the employee ..... five days;

(b) Birth or adoption of the employee's child ..... two days;

(c) Serious household or domestic emergency including illness in the employee's immediate family ..... up to two days;

(d) Attend wedding of employee's child ..... one day;

(e) Moving household furniture and effects ..... one day;

(f) Attend their formal hearing to become a Canadian citizen ..... one day;

(g) Court appearance for hearing of employee's child ..... one day;

(h) Where the employee is experiencing domestic violence ……up to three days;

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

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

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

(k) To attend/celebrate Indigenous spiritual/ceremonial events……..two days.

(l) Where an employee applies to attend, as a responsibility or obligation, an Indigenous spiritual/ceremonial event, the Employer will grant a day of paid leave provided:

(1) The employee takes or has taken two days unpaid leave pursuant to Clause 20.2(k);

(2) The employee identifies in writing the spiritual/ceremonial event, the customary practice involved, and the employee's role in the event.

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

20.3 Full-Time Union or Public Duties

The Employer will grant, on written request, leave of absence without pay:

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

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

(c) for employees elected to a public office for a maximum period of five years;

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

(e) for an employee appointed or elected to a full-time position with a First Nation or other Indigenous organization, the leave will be for the period of the term and will be renewed upon request of the Union.

20.4 Leave for Court Appearances

(a) The Employer will grant leave without loss of pay to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs. The Employer will pay all related travel costs not paid for by the Courts.

(b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court will be without pay.

(c) An employee in receipt of their regular earnings while serving at court will remit to the Employer all monies paid to them by the Court, except travelling and meal allowances not reimbursed by the Employer.

(d) In the event an accused employee is jailed pending a court appearance, such leave of absence will be without pay.

(e) For all the above leaves, the employee will advise their supervisor as soon as they are aware that such leave is required.

20.5 Elections

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

20.6 General Leave

(a) Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence without pay to an employee requesting such leave. All requests, approvals and denials for leave will be in writing. Approval will not be withheld unjustly.

(b) Upon return from leave of absence, the employee will be placed in their former or equivalent position.

20.7 Benefits While on Unpaid Leave of Absence

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

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

Payment of benefit premiums will be prorated for partial months.

20.8 Compassionate Care Leave

(a) An employee 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*.

ARTICLE 21 - MATERNITY AND PARENTAL LEAVE

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

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

21.1 Maternity Leave

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

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

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

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

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

opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.

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

21.2 Parental Leave

(a) Upon application, an employee will be granted leave of absence for up to 62 weeks following the birth or adoption of the employee's child. The 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 78 week period following the birth of the child,

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

(c) If the child 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.

21.3 Leave without Pay

All leave taken under Article 21 (Maternity and Parental Leave) is leave without pay.

21.4 Aggregate Leave

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

21.5 Return from Leave

(a) On return from leave, an employee will be placed in their former position.

(b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Clause 21.1 (Maternity Leave) or Clause 21.2 (Parental Leave).

21.6 Benefit Plan

If an employee maintains coverage for benefit plans while on maternity or parental leave, the Employer agrees to pay the Employer's share of these premiums.

21.7 Seniority Rights on Return to Work

(a) An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.

(b) The employee will notify the Employer within one month prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant to Clause 12.5 (Bridging of Service) and/or Clause 21.9 (Extended Child Care Leave).

(c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

21.8 Sick Leave Credits

(a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.

(b) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. They may use this leave until all danger from such disease or condition no longer exists.

21.9 Extended Child Care Leave

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Clauses 21.1 (Maternity Leave) and 21.2 (Parental Leave), an employee will be granted a further unpaid leave of absence not to exceed one year.

An employee wishing continued coverage under any applicable benefit plans will pay the total premium costs while on extended child care leave.

An employee on extended child care leave will provide the Employer with at least one month's written notice of return from such leave.

Upon return from extended child care leave, an employee will be placed in their former position.

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 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 maternity 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 calculates under the standard parental leave allowance. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weekly payments spread out over 61 weeks extended parental leave between them.

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 clause (Clause 21.10), an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.

(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 clause (Clause 21.10) on a pro rata basis.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Conditions

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

22.2 Working Environment

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

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

22.3 Joint 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)[2].

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

(c) Committee membership will be as follows:

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

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

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

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

(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*, 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.

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[2] *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 s. 3.27 of the Worker Compensation Occupational Health and Safety Regulations, without loss of pay or benefits.

22.4 Unsafe Work

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

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

22.5 Workplace Violence/Aggressive Conduct

Employees who, in the course of their duties, may be exposed to violence or aggressive conduct will receive training at the Employer's expense in recognizing and handling such episodes.

The Employer will provide the employee with pertinent information relative to the potential for experiencing violence, physical aggression, and/or verbal abuse within any particular workplace. The employee will be informed of specific instruction on the approach to be taken when providing care for the client.

Immediate defusing, debriefing and, where deemed appropriate by a qualified medical practitioner, post-traumatic counselling for individuals who have been exposed to violence of an unusual nature, including physical assault, will be made available to employees by qualified outside practitioners where such services are available at no cost to the Employer. Where an employee requires time off to attend defusing or debriefing, it will be without loss of pay.

At the request of an employee who has been exposed to violence, including physical aggression or verbal abuse, the parties will meet as soon as possible to determine remedies up to and including transfer. The parties will make every reasonable effort to find a remedy. Once the remedy is agreed it will be implemented within 15 days.

Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Joint Safety and Health Committee, after review of the circumstances, may request a review by WorkSafeBC.

Where an employee has experienced a critical incident related to their work responsibilities, the Employer will assist the employee to obtain WorkSafeBC counselling and such other support as may be reasonably available.

An employee in need of assistance may call the WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information at all worksites.

22.6 Injury Pay Provision

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

22.7 Transportation of Accident Victims

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

22.8 Employee Check-In

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

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

The assessment will be reviewed by the Joint Safety and Health Committee.

22.9 Communicable Diseases and Parasitic Infestations

(a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease or parasitic infestations.

(b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer will inform the primary care givers about the inherent risk of the communicable disease or parasitic infestation.

(c) Where a vaccination is, or may become available as a preventative measure, such vaccination will be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.

(d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace, they will be entitled to leave without loss of pay for any scheduled shifts during the 24-hour period immediately following the detection to deal with personal matters arising from the exposure and will be provided with an appropriate treatment.

(e) The Employer will, in consultation with the Joint Safety and Health Committee, develop and implement a program and procedure to work to prevent acquisition and transmission where employees may come into contact with a person and/or the possessions of a person with a communicable disease.

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

22.10 Protective Clothing and Supplies

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

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Definition

"*Technological change*" means:

(a) the introduction by the Employer into its work, undertaking, or business, of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business; or

(b) a change in the manner, method or procedure in which the Employer carries on its work, undertaking, or business that is directly related to the introduction of that equipment or material that significantly decreases the number of regular employees;

(c) equipment or materials that have been provided or required by a contract in Vocational Services that has been secured by the Employer will not be considered as the introduction of technological change for the purposes of this article.

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

23.2 Advance Notice

Sixty days before the introduction of any technological change, the Employer will notify the Union of the proposed change.

23.3 Discussions

Within 14 days of the date of the notice under Clause 23.2 (Advance Notice) of this article, the Union and the Employer will commence discussions for the purpose of reaching agreement as to the effects of the technological change and in what way, if any, this agreement should be amended.

23.4 Employment Protection

A regular employee who is displaced from their job because of technological change will be considered to be laid off according to Article 13 (Layoff and Recall).

23.5 Training

Where technological change may require additional knowledge and skill on the part of regular employees, such employees will be given the opportunity to study, practise and train to acquire the knowledge and skill necessary to retain their employment, provided the regular employee can qualify for the new position within a training period determined by the Employer. The Employer agrees to pay the cost of such training.

23.6 New Employees

No additional employees required because of technological change will be hired by the Employer until the employees affected are notified of the proposed technological change and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

ARTICLE 24 - PROMOTION AND STAFF CHANGES

24.1 Job Postings

(a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer will notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards, within seven days of the vacancy or of the new position being established, for a minimum of seven calendar days, so that all members will know about the vacancy or new position.

(b) Qualified internal candidates will be considered and interviewed prior to external candidates. Seconded employees will not be considered internal applicants.

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

24.2 Information in Postings

Such notice will contain the following information: nature of position, experience, qualifications, wage or salary rate or range, location, shift schedule, hours per week, the closing date, location where applications are to be sent, and whether the employee is required to use their automobile in the performance of their duties. Qualifications may not be established in an arbitrary or discriminatory manner. All job postings will state, "*This position is open to male and female applicants*", except where bona fide occupational requirements prevent it. The burden of proof of bona fide exceptions rests with the Employer. All postings will also state "*This position requires union membership*".

24.3 Appointment Policy

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

(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) 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.

(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 Clause 11.4(d) (Right to Grieve Other Disciplinary Action).

24.4 Transfers

(a) It is understood by the parties that the employees may request a transfer on a temporary basis, in cases where it is unsafe for the unborn child of a pregnant employee.

(b) In certain other cases, relocation may be in the best interest of the employee and/or the Employer. In such cases, and where bona fide reasons exist, transfers may take place. Other than where Clause 11.9 (Employee Investigations) applies, the Employer will provide written reasons for permanent transfers, a minimum of 15 days prior to transfer.

24.5 Trial Period

(a) 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, they will be returned to their former position and wage or salary rate without loss of seniority.

(b) If the employee wishes to return to their former position, they will be returned to their 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.

(c) Any other employee promoted or transferred because of rearrangement of positions will be returned to their 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.

(d) The trial period will be extended by an amount equal to any absences of the employee that occur during their 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 Clause 27.1 (Eligibility).

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

24.6 Local Union Observer

The President of the Union or their designate may, upon an applicant's request, sit as an observer on a selection committee for posted positions within the bargaining unit. The observer will be a disinterested party.

24.7 Notification

(a) Within seven days of the date of the appointment to a vacant position within the bargaining unit, the name of the successful applicant will be sent to each applicant from within the bargaining unit.

(b) The Employer agrees, at the request of unsuccessful applicants, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement.

(c) Upon written request, unsuccessful applicants from within the bargaining unit will be given, in writing, the reasons they were unsuccessful.

24.8 Right to Grieve

Where an employee feels that they have been aggrieved by a decision of the Employer under this article except for Clause 24.3, 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. 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 Clause 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 an expedited arbitrator listed in Appendix B - List of Arbitrators, depending on availability and if availability is similar, upon agreement of the parties.

(3) 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;

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

(c) Where mediation is not successful, the hearing will proceed as ordered by the Arbitrator and a decision will be rendered on the following basis:

(1) The Arbitrator will render a decision within two working days of the hearing.

(2) No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision. This process is not intended to prevent the Arbitrator from allowing the parties to agree upon a remedy.

(3) The decision of the Arbitrator is without prejudice. These decisions will have no precedent and value.

(4) All settlements of expedited arbitration cases prior to or during the mediated part of this expedited process will be without prejudice.

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

24.10 Vacation Letters

Employees who will be absent from duty on vacation for more than seven calendar days will be entitled to file a letter of preference with their supervisor indicating positions they would accept should a vacancy occur while they are absent. Such letter(s) of preference will only be valid for the duration of the vacation.

24.11 Temporary Vacancies

(a) Vacancies of a temporary nature, which exceed or are expected to exceed three months will be posted as per Clause 24.1 (Job Postings).

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

(c) Where an employee is off on long-term disability benefits, a temporary posting may continue to a date of 18 months from that employee's last day worked. If the 18 months as noted above is reached and the employee is still off on long-term disability benefits, the position will be posted as a regular position.

(d) Accepting a temporary vacancy does not change the status of an employee.

24.12 Interviews

An applicant for a posted position with the Employer who is not on a leave of absence without pay and who has been called for an interview will suffer no loss of basic earnings to attend. Should an employee

require a leave of absence from duties for the interview, their supervisor will be notified as soon as the requirement to appear for an interview is made known.

24.13 Deemed Qualified

If qualifications for a position are changed, current employees are deemed to possess the necessary qualifications for the position or other like positions, provided they possess an equivalent combination of education, training and experience.

24.14 Evaluation Reports

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

ARTICLE 25 - CAREER DEVELOPMENT

25.1 Purpose

Both parties recognize that improved client care will result if employees acquire knowledge and skills related to the services provided by the Employer. The provisions of this article are intended to assist employees in maintaining and improving skills.

25.2 Staff Development Leave

(a) An employee will be granted leave without loss of pay, at their basic rate of pay, to take courses (including related examinations) or attend conferences, conventions, seminars, workshops, symposiums or similar out-of-service programs, at the request of the Employer. The amount of pay received by an employee will not exceed the full-time daily hours of work as outlined in Clause 14.2 (Hours of Work).

When such leave is granted, the Employer will bear the full cost, including tuition fees, entrance or registration fees, laboratory fees, and course-related books. The Employer will also reimburse the employee for approved travelling, subsistence, and other legitimate, applicable expenses.

(b) An employee may be granted leave without pay, with pay, or leave with partial pay, to take work related courses in which the employee wishes to enrol to acquire the skills necessary to enhance opportunities.

(c) Approval of requests will be given reasonable consideration and leaves pursuant to this article will be administered in a reasonable manner.

(d) Should the employee noted above terminate their employment for any reason during the six month period following completion of the above-noted leave, the employee will reimburse the

Employer for all expenses incurred by the Employer (i.e. tuition fees, entrance or registration fees, laboratory fees, and course-required books) on a proportionate basis.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Equal Pay

The Employer will not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

26.2 Paydays

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

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

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

26.3 Rates of Pay

Employees will be paid in accordance with the rates of pay negotiated by the parties of this agreement. The applicable rates of pay are recorded as Appendix A (Wage Grid) of this agreement.

26.4 Substitution Pay

Where an employee is directed by the Employer to perform the principal duties in a higher paying position within the bargaining unit, they will receive the rate of the new salary range which is the closest step at least eight per cent above their current rate, but not more than the top of the new salary range.

26.5 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paying position in the salary schedule, they will receive the rate of the new salary range which is the closest step at least eight per cent above their current rate, but not more than the top of the new salary range.

26.6 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay will maintain their regular rate of pay.

26.7 Reclassification of Position

An employee will not have their salary reduced by reason of a change in the classification of their position that is caused other than by the employee.

26.8 Maintenance Agreement

The parties will abide by the terms of the Maintenance Agreement including the capacity to dispute the classification in accordance with the Maintenance Agreement (Information Appendix C).

26.9 Transportation Allowance

(a) An employee who uses their own motor vehicle to conduct business, on behalf of and at the request of the Employer, will receive the following allowance per kilometre:

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

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

(b) If the employee uses public transportation, the Employer will reimburse the employee the cost of public transportation for all travel on the Employer's business.

(c) The parties agree that they have a duty to accommodate employees who are unable to retain a Class IV licence for medical reasons. The duty to accommodate will also apply where an employee does not presently require a Class IV licence and their position is changed to require a Class IV, but the employee is unable to obtain a Class IV due to medical reasons.

(d) No employee will be required to continue to transport a specific client in their own vehicle when that client has damaged the employee's vehicle and that employee has had to make an insurance claim on more than one occasion. In such cases, the Employer will make alternate transportation arrangements for that client which may include another employee willingly using their vehicle.

26.10 Meal Allowance

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

Breakfast	$10.56
Lunch	$12.94
Dinner	$22.44

Receipts are not required when claim meal allowance.

26.11 Travel Advance

Regular employees, who are required to proceed on travel status, will be provided with an adequate travel advance. The amount of the advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

26.12 Salary Rate Upon Employment

The hiring rate of pay for a new employee will not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training and education.

26.13 Criminal Record Check

The Employer will pay for the cost of any criminal records checks required as a condition of continued employment.

ARTICLE 27 - HEALTH AND WELFARE BENEFITS

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

Note: See Memorandum of Agreement #2 (Re: Superior Benefits and Provisions)

27.1 Eligibility

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

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

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.

27.2 Termination

Coverage under these Plans will terminate at the end of the month in which the employee's employment terminates with the following exceptions:

(a) Group Life coverage will continue without premium payment for a period of 31 days following the date the employee's employment terminates [see Clause 27.7(b) (Group Life and Accidental Death and Dismemberment)].

(b) Accidental Death and Dismemberment coverage will terminate on the date the employee's employment terminates.

(c) Long-term disability coverage will terminate on the date the employee's employment terminates.

27.3 Definition of Spouse and Other Dependants

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

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

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

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

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

27.4 BC Medical Services Plan

The Employer will pay 100% of the monthly premium for eligible regular employees, their spouse, and dependent children.

27.5 Dental Plan

(a) The Employer will pay 100% of the monthly premiums for the dental plan that will cover the employee, their spouse and dependent children, provided they are not enrolled in another comparable plan.

(b) Plan A coverage to include provision for cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children [up to age 19] will be eligible for this provision every six months.

(c) Eligible regular employees will be provided with a dental plan covering 100% of the costs of the basic plan (Plan A), 60% of the costs of the extended plan (Plan B) and 60% of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after 12 months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of $2,750 per patient with no run-offs for claims after termination of employment.

27.6 Extended Health Plan

(a) The Employer will pay 100% of the monthly premiums for the extended health care plan that will cover the employee, their spouse and dependent children, provided they are not enrolled in another plan.

(b) Eligible regular employees will be provided with an extended health plan covering 80% of eligible expenses, $45 deductible per person or family.

(c) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be $225 every 24 months and the allowance for hearing aids will be $1,000 per adult every 48 months; and $1,000 per child every 24 months. Effective April 1, 2017, the allowance for eye exams will be a maximum of $100 per person per 24 months and the allowance for prescribed eyeglasses or equivalent corrective laser surgery will be to a maximum of 80% of $350 per person per 24 months.

27.7 Group Life and Accidental Death and Dismemberment

(a) The Employer will pay 100% of the premiums for the group life and accidental death and dismemberment insurance plans.

(b) The plan will provide basic life insurance in the amount of $50,000 and standard 24 hour accidental death and dismemberment insurance until age 65. At the age of 65 the amount of coverage will decrease to $25,000 until the age of 70, at which time the group insurance coverage will cease. Employees may purchase additional insurance provided this option is available by the carrier. The Employer will deduct the appropriate amount from the employee's pay for this option.

(c) On termination of employment (excluding retirement) coverage for group life will continue without premium payment for a period of 31 days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of their group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.

(d) Employees will be entitled to advance payment of Group Life Benefits in accordance with Memorandum of Agreement #7 (Re: Advance Payment of Group Life Benefits).

27.8 Long-Term Disability

The Employer will provide a long-term disability plan.

Note: See Memorandum of Agreement #5 (Re: Long-Term Disability Plan).

27.9 Payment of Premiums

The sole responsibility of the Employer is to arrange for a carrier to provide the health and welfare benefits required by the collective agreement and the payment of its share of premiums. Benefit entitlement will be determined solely by the plan administrator and/or insurance provider.

ARTICLE 28 - GENERAL CONDITIONS

28.1 Damage to Personal Property

(a) Where an employee produces reasonable proof that personal possessions are damaged by a person in the care or custody of the Employer, the Employer will pay, to a maximum of $150, repair costs, replacement costs, or personal deductible insurance provided such personal possessions are of a type suitable and authorized for use while on duty.

(b) The Employer will pay, for the repair or the replacement cost of prescription eyewear, hearing aids and other prescribed accessibility aids under this article to a maximum of $400. Replacement and repair costs for eyewear, hearing aids and other prescribed accessibility aids will only be considered after the employee has made an unsuccessful claim under WorkSafeBC for replacement or repair of the prescription eyewear, hearing aids and other prescribed accessibility aids.

(c) Appropriate receipts will be required to receive reimbursement from the Employer.

(d) In the event the damage is to the employee's automobile, the insurance deductible will be paid to a maximum of $500.

28.2 Personal Property

On request, and with reasonable notice, the Employer will provide a secure space for employees to store personal possessions, wallets, and/or purses when the employees are at the employees' headquarters/worksite.

28.3 Supply and Maintenance of Equipment

It is the responsibility of the Employer to furnish and maintain all equipment, machinery and supplies required by employees in the performance of their duties. Employees will not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to properly maintain equipment, machinery or supplies or by reason of power failures or other circumstances not attributable to the employees.

28.4 Indemnity

(a) *Civil Actions* - Except where there has been gross negligence on the part of an employee, the Employer will:

(1) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and

(2) assume all costs, legal fees, and other expenses arising from any such action.

(b) *Criminal Actions* - Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently acquitted, the employee will be reimbursed for reasonable legal fees.

(c) The Employer will have the sole and exclusive right to settle any claim, action or judgment or bring or defend any litigation in respect of them.

28.5 Copies of Agreement

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

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

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

28.6 Contracting Out

The Employer will not contract out bargaining unit work that will result in the layoff of employees.

28.7 Personal Duties

The Employer and the Association of Unions agree that an employee will not be required to perform work not related to the business of the Employer. To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

28.8 Payroll Deductions

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

28.9 Administration of Medication

Employees required to administer or apply medication(s) prescribed by a qualified medical practitioner, will be trained at the Employer's expense. Employees who have not received this training will not be permitted to administer such substances.

28.10 Job Descriptions

The Employer agrees to supply each employee with a copy of their current job description. The Union and the Bargaining Unit Chair will be provided copies of all job descriptions in the bargaining unit.

28.11 Staff Confidentiality

Any confidential personal information about staff of the Employer, which is directly learned by the Employer in the normal course of business, will be treated as strictly confidential and the Employer will take all reasonable precautions to safeguard it.

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.

28.13 Volunteers

It is agreed that volunteers have a role to fill in the Employer's operation and are an important link to the community being served. The use of volunteers will not result in the layoff of bargaining unit employees.

28.14 Indigenous Operational Practice Standards and Indicators

The parties subscribe to the principles of the Indigenous Operational Practice Standards and Indicators, as amended from time to time.

28.15 Secondment

(a) *Notice of Secondment*

The Employer agrees to post notice of secondment opportunities in order to provide an opportunity for interested employees to apply. Where possible, the written notice shall indicate the term of secondment and the location if it is other than the Employer's offices.

(b) *Provisions of Collective Agreement to Apply*

The provisions of the applicable current Union/Employer collective agreements will apply to seconded employees. The agency, board, society, commission, or employer to which the employee is seconded will receive written notice of this article and will be provided with copies of relevant agreements.

ARTICLE 29 - HARASSMENT

Preamble

The Employer and the Association of Unions agree that every person working in the social services sector has the right to work in an environment free from harassment. The parties will work jointly to support and implement education and prevention efforts to address harassment.

29.1 Personal and Psychological Harassment

(a) Personal and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:

(1) creates a risk to a worker's psychological or physical well-being, causes a worker substantial distress, or results in an employee’s humiliation or intimidation; or

(2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or

(3) is seriously inappropriate and serves no legitimate work-related purpose.

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

29.2 Sexual Harassment

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

(1) touching, patting or other physical contact;
(2) leering, staring or the making of sexual gestures;
(3) demands for sexual favours;
(4) verbal abuse or threats;
(5) unwanted sexual invitations;

(6) physical assault of a sexual nature;
(7) distribution or display of sexual or offensive pictures or material;
(8) unwanted questions or comments of a sexual nature;
(9) practical jokes of a sexual nature.

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

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

(d) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

29.3 Harassment Complaints

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

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

(c) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.

(d) The complainant and the respondent (if they are a member of the Union) have the right to union representation.

(e) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.

(f) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.

(g) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

29.4 Complaints Procedure

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

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

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

(d) The Executive Director or their designate will investigate the complaint and will complete their report in writing within 30 days.

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

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

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

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

(i) If the respondent is the Executive Director (or equivalent), or where there are possible systemic issues or multiple complaints, the following process will be used:

(1) The complainant will contact the Union.

(2) As soon as possible but within 30 days the Union will notify the Executive Director (or equivalent) and CSSEA. Clause 29.4 (a) and (c) apply to the notice. CSSEA will inform the Employer's Board of Directors.

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

(4) After consultation with the parties involved, the Appointee will establish the process to resolve the complaint. The process may include - at the Appointee's discretion - any of the following (or any combination of them): fact-finding, mediation, making recommendations or a full report, or conducting an expedited arbitration. In exercising their discretion with respect to the process, the Appointee will consider the parties' desire that the process be fair and expeditious, that it minimizes disruption in the workplace, that it respects individual privacy to the degree possible in the circumstances, and that it keeps costs to a reasonable level. The Appointee will submit any report or recommendations to CSSEA and the Union. The report and recommendations will remain confidential, except for distribution to the Employer's Board of Directors, the complainant and the respondent. The Appointee may stipulate conditions she/he deems appropriate with respect to distribution. Any outcomes of the process are without prejudice or precedent for other proceedings.

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

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

ARTICLE 30 - CASUAL EMPLOYEES

30.1 Employment Status

Casual employees are employed on an "*on call*" basis to cover absences of a regular employee or augment staff during peak periods where regular employees, as per Clause 14.2(e) (Hours of Work) have not requested topped up hours. These periods will not exceed three months without the agreement of the Union. Casual employees will be considered in-service applicants when applying for vacancies.

30.2 Seniority

(a) The Employer will maintain a seniority list of casual employees which will be supplied every two months to the Union and posted on all union bulletin boards.

(b) Casual employees will accumulate seniority retroactive to their start date after having worked 30 days. Seniority will accumulate on an hourly basis for all hours paid, and upon written notification by the Union, the hours paid for union business.

(c) Upon return to work from Maternity or Parental Leave, receiving WorkSafeBC or ICBC or any other insurance provider for an injury or illness incurred during employment with the Employer, casual employees will be placed in the same relative position on the seniority list. The employee will be credited with seniority hours based on the difference in hours between the next lower position on the seniority list at the time the employee went off work. A casual will continue to accrue seniority for leaves as per Clause 3.10 (Time Off for Union Business).

(d) When a casual employee is hired into a regular position, the total hours worked will be converted and credited as seniority in accordance with Clause 12.1 (Seniority Defined) and as continuous service for the purposes of Clause 18.1 (Annual Vacation Entitlement).

30.3 Casual Call-In Procedures

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

30.4 Leaves of Absence

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

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

(2) for casual employees elected to a public office for a maximum period of five years.

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

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

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

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

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

30.5 Paid Holidays and Vacation for Casual Employees

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

30.6 Application of Agreement to Casual Employees

The provisions of Article 13 (Layoff and Recall), Clause 14.5 (Flextime), Clause 14.7 (Standby Provisions), Article 17 (Holidays), Article 18 (Annual Vacations), Article 19 (Sick Leave), Article 20 (Special and Other

Leaves), Article 23 (Technological Change), Article 27 (Health and Welfare Benefits) and Article 31 (Municipal Pension Plan) do not apply to casual employees.

30.7 Statutory Holidays

A casual employee who works on a designated holiday will be compensated at time and one-half for the hours worked.

30.8 Regular to Casual Status

Regular employees may apply to transfer to casual status. Upon transfer such employees will be entitled only to such benefits as are available to casual employees. Such employees will maintain all accumulated seniority to the date of transfer.

An employee who transfers from regular to casual status will have their regular sick bank frozen and inaccessible until such time as the employee posts back to regular status or posts to a vacancy under Clause 24.11 (Temporary Vacancies).

ARTICLE 31 - MUNICIPAL PENSION PLAN

(a) An employer will provide the Municipal Pension Plan (MPP) to all eligible employees.

(b) Employees of record on March 31, 2010, who meet the eligibility requirements of the MPP, have the option of joining or not joining the MPP. Eligible employees who initially elect not to join the MPP on April 1, 2010, have the right to join the MPP at any later date but will not be able to contribute or purchase service for the period waived.

(c) All regular full-time employees hired after March 31, 2010, will be enrolled in the MPP upon completion of the earlier of their probationary period or three months and will continue in the plan as a condition of employment. Full-time hours of work are defined in the local issues agreement specific to each employer.

Regular part-time employees and casual employees hired after April 1, 2010, who meet the eligibility requirements of the MPP have the right to enrol or not enrol in the MPP. Those who initially decline participation have the right to join the MPP at any later date.

The MPP rules currently provide that a person who has completed two years of continuous employment with earnings from an employer of not less than 35% of the year's maximum pensionable earnings in each of two consecutive calendar years will be enrolled in the Plan. This rule will not apply when an eligible employee gives a written waiver to the Employer.

(d) Employers will ensure that all new employees are informed of the options available to them under the MPP rules.

(e) Eligibility and terms and conditions for the pension will be those contained in the Municipal Pension Plan and associated documents.

(f) If there is a conflict between the terms of this agreement and the MPP rules, the MPP must prevail.

(g) Existing agencies under the Public Service Pension Plan will remain in that Plan.

Note: MPP contact information:

- Web: http:\\www.pensionsbc.ca

- Email: mpp@pensionsbc.ca
- Victoria Phone: 1-250-953-3000
- BC Phone: 1-800-668-6335

ARTICLE 32 - TERM OF AGREEMENT

32.1 Duration

This agreement will be binding and remain in effect until midnight, March 31, 2022.

32.2 Notice to Bargain

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2021.

(b) Where no notice is given by either party prior to December 31, 2021, both parties will be deemed to have been given notice under this article on December 31, 2021.

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

32.3 Commencement of Bargaining

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

32.4 Changes in Agreement

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

32.5 Effective Date of Agreement

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

32.6 Agreement to Continue in Force

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

SIGNED ON BEHALF OF THE ASSOCIATION OF UNIONS:

_____
Stephanie Smith, President
B.C. Government and Service Employees' Union

_____
Andrea Duncan, Negotiating Committee Chair
Community Social Services Bargaining Association
B.C. Government and Service Employees' Union

_____
Adena MacCallum, Bargaining Committee
Vancouver Aboriginal Child and Family Services Society

_____
Patricia Phillips, Bargaining Committee
Vancouver Aboriginal Child and Family Services Society

_____
Amrita Sanford, Staff Representative
B.C. Government and Service Employees Union

_____
Selena Kongpreecha, Lead Spokesperson
Community Social Services Bargaining
B.C. Government and Service Employees Union

SIGNED ON BEHALF OF CSSEA:

_____
Gentil Mateus, Chief Executive Officer
Community Social Services Employers' Association

_____
Mark Slobin, Lead Spokesperson
Community Social Services Employers' Association

_____
Bernadette Spence, Chief Executive Officer
Vancouver Aboriginal Child & Family Services Society

_____
Lyndale George, Executive Director
Haida Child and Family Services Society

_____
Courtney McLachlin, Advocate
Community Social Services Employers' Association

Dated this _____ day of _____, 20 _____.

APPENDIX A
Wage Grid

Wage increases will be as follows:

- Effective the first full pay period following April 1, 2019 - 2.0 % general wage increase
- Effective the first full pay period following April 1, 2020 - 2.0% general wage increase
- Effective the first full pay period following April 1, 2021 - 2.0% general wage 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 this Appendix. No other wage adjustments will be granted.

Details of timing and application of increases can be found in the Appendices that follow. New wage grids will be posted on both the Union's and CSSEA's websites once they are known.

JJEP WAGE GRID			
CLASSIFICATION	GRID LEVEL	STEPS Step 1- 0-2000 hours* Step 2 – 2001-4000 hours* Step 3 – 4001 – 6000 hours* Step 4 – 6001 hours* onwards	April 1, 2019 2% GWI & Low Wage Redress
Housekeeper	3	*1*	$15.77
		2	$16.53
		3	$17.48
		4	$18.37
Janitor	3	*1*	$15.77
		2	$16.53
		3	$17.48
		4	$18.37
Asleep Residential Night Worker	5	*1*	$16.67
		2	$17.49
		3	$18.44
		4	$19.42
(Administrative Assistant 1)	5	*1*	$16.67
		2	$17.49
		3	$18.44
		4	$19.42
Retail Worker	5	*1*	$16.67
		2	$17.49
		3	$18.44
		4	$19.42
Awake Residential Night Worker	6	*1*	$17.27
		2	$18.11
		3	$19.11
		4	$20.11

JJEP WAGE GRID			
CLASSIFICATION	**GRID LEVEL**	**STEPS** **Step 1- 0-2000 hours*** **Step 2 – 2001-4000 hours*** **Step 3 – 4001 – 6000 hours*** **Step 4 – 6001 hours* onwards**	**April 1, 2019** **2% GWI & Low Wage Redress**
Early Childhood Educator Assistant	6	*1*	$17.27
		2	$18.11
		3	$19.11
		4	$20.11
Emergency Shelter Worker	6	*1*	$17.27
		2	$18.11
		3	$19.11
		4	$20.11
Truck Driver	6	*1*	$17.27
		2	$18.11
		3	$19.11
		4	$20.11
Accounting Clerk	7	*1*	$18.21
		2	$19.08
		3	$20.16
		4	$21.24
Passenger Vehicle Driver	7	*1*	$18.21
		2	$19.08
		3	$20.16
		4	$21.24
(Administrative Assistant 2)	7	*1*	$18.21
		2	$19.08
		3	$20.16
		4	$21.24
Activity Worker	8	*1*	$18.62
		2	$19.55
		3	$20.62
		4	$21.70
Child & Youth Transition House Worker	8	*1*	$18.62
		2	$19.55
		3	$20.62
		4	$21.70
Cook	9	*1*	$19.06
		2	$20.00
		3	$21.09
		4	$22.20
Database Clerk	9	*1*	$19.06
		2	$20.00
		3	$21.09
		4	$22.20

JJEP WAGE GRID			
CLASSIFICATION	**GRID LEVEL**	**STEPS** **Step 1- 0-2000 hours*** **Step 2 – 2001-4000 hours*** **Step 3 – 4001 – 6000 hours*** **Step 4 – 6001 hours* onwards**	**April 1, 2019** **2% GWI & Low Wage Redress**
Group Facilitator	9	*1*	$19.06
		2	$20.00
		3	$21.09
		4	$22.20
School Aged Child Worker	9	*1*	$19.06
		2	$20.00
		3	$21.09
		4	$22.20
Administrative Assistant 3	10	*1*	$19.45
		2	$20.40
		3	$21.50
		4	$22.65
Bookkeeper	10	*1*	$19.45
		2	$20.40
		3	$21.50
		4	$22.65
Building Maintenance Worker	10	*1*	$19.45
		2	$20.40
		3	$21.50
		4	$22.65
Community Support Worker	10	*1*	$19.45
		2	$20.40
		3	$21.50
		4	$22.65
Computer Technical Support Specialist	10	*1*	$19.45
		2	$20.40
		3	$21.50
		4	$22.65
Early Childhood Educator	10	*1*	$19.45
		2	$20.40
		3	$21.50
		4	$22.65
Employment Counsellor	10	*1*	$19.45
		2	$20.40
		3	$21.50
		4	$22.65
Reconnect Worker	10	*1*	$19.45
		2	$20.40
		3	$21.50
		4	$22.65

JJEP WAGE GRID			
CLASSIFICATION	**GRID LEVEL**	**STEPS** **Step 1- 0-2000 hours*** **Step 2 – 2001-4000 hours*** **Step 3 – 4001 – 6000 hours*** **Step 4 – 6001 hours* onwards**	**April 1, 2019** **2% GWI & Low Wage Redress**
Residence Worker	10	*1*	$19.45
		2	$20.40
		3	$21.50
		4	$22.65
Retail Supervisor	10	*1*	$19.45
		2	$20.40
		3	$21.50
		4	$22.65
Settlement & Integration Worker	10	*1*	$19.45
		2	$20.40
		3	$21.50
		4	$22.65
Supervised Access Worker	10	*1*	$19.45
		2	$20.40
		3	$21.50
		4	$22.65
Transition House Worker	10	*1*	$19.45
		2	$20.40
		3	$21.50
		4	$22.65
Vocational Worker	10	*1*	$19.45
		2	$20.40
		3	$21.50
		4	$22.65
Adult, Youth and/or Child Worker	11	*1*	$20.78
		2	$21.79
		3	$22.99
		4	$24.20
Child Care Resource & Referral Worker	11	*1*	$20.78
		2	$21.79
		3	$22.99
		4	$24.20
Residential Child & Youth Worker	11	*1*	$20.78
		2	$21.79
		3	$22.99
		4	$24.20
School Based Prevention Worker	11	*1*	$20.78
		2	$21.79
		3	$22.99
		4	$24.20

JJEP WAGE GRID			
CLASSIFICATION	**GRID LEVEL**	**STEPS** **Step 1- 0-2000 hours*** **Step 2 – 2001-4000 hours*** **Step 3 – 4001 – 6000 hours*** **Step 4 – 6001 hours* onwards**	**April 1, 2019** **2% GWI & Low Wage Redress**
Special Services Worker	11	*1*	$20.78
		2	$21.79
		3	$22.99
		4	$24.20
Victim Service Worker	11	*1*	$20.78
		2	$21.79
		3	$22.99
		4	$24.20
Vocational Counsellor	11	*1*	$20.78
		2	$21.79
		3	$22.99
		4	$24.20
Administrative Assistant 4	12	*1*	$22.02
		2	$23.10
		3	$24.36
		4	$25.65
Community Connector	12	*1*	$22.02
		2	$23.10
		3	$24.36
		4	$25.65
Family Support Worker	12	*1*	$22.02
		2	$23.10
		3	$24.36
		4	$25.65
Program Coordinator 1	12	*1*	$22.02
		2	$23.10
		3	$24.36
		4	$25.65
Residence Worker Senior	12	*1*	$22.02
		2	$23.10
		3	$24.36
		4	$25.65
Volunteer Coordinator	12	*1*	$22.02
		2	$23.10
		3	$24.36
		4	$25.65
Crisis Line Coordinator	13	*1*	$23.22
		2	$24.32
		3	$25.70
		4	$27.04

JJEP WAGE GRID			
CLASSIFICATION	**GRID LEVEL**	**STEPS** **Step 1- 0-2000 hours*** **Step 2 – 2001-4000 hours*** **Step 3 – 4001 – 6000 hours*** **Step 4 – 6001 hours* onwards**	**April 1, 2019** **2% GWI & Low Wage Redress**
Early Childhood Educator Senior	13	*1*	$23.22
		2	$24.32
		3	$25.70
		4	$27.04
Program Coordinator 2	14	*1*	$25.54
		2	$26.75
		3	$28.25
		4	$29.73
Residence Coordinator	14	*1*	$25.54
		2	$26.75
		3	$28.25
		4	$29.73

**Note: 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.*

Note: The Step 4 rate for unique jobs will be determined by the JJEP and will be subject to the increment steps above.

JJEP WAGE GRID			
POINT BAND	**GRID LEVEL**	**STEPS** **Step 1- 0-2000 hours*** **Step 2 – 2001-4000 hours*** **Step 3 – 4001 – 6000 hours*** **Step 4 – 6001 hours* onwards**	**April 1, 2019** **2% GWI & Low Wage Redress**
Up to 174	1	*1*	$15.04
		2	$15.73
		3	$16.62
		4	$17.50
175 -217	2	*1*	$15.48
		2	$16.22
		3	$17.13
		4	$18.04
218 - 261	3	*1*	$15.77
		2	$16.53
		3	$17.48
		4	$18.37
262 - 304	4	*1*	$16.07
		2	$16.86
		3	$17.80
		4	$18.75

JJEP WAGE GRID			
POINT BAND	**GRID LEVEL**	**STEPS** **Step 1- 0-2000 hours*** **Step 2 – 2001-4000 hours*** **Step 3 – 4001 – 6000 hours*** **Step 4 – 6001 hours* onwards**	**April 1, 2019** **2% GWI & Low Wage Redress**
305 - 348	5	*1*	$16.67
		2	$17.49
		3	$18.44
		4	$19.42
349 - 391	6	*1*	$17.27
		2	$18.11
		3	$19.11
		4	$20.11
392 - 435	7	*1*	$18.21
		2	$19.08
		3	$20.16
		4	$21.24
436 - 478	8	*1*	$18.62
		2	$19.55
		3	$20.62
		4	$21.70
479 - 522	9	*1*	$19.06
		2	$20.00
		3	$21.09
		4	$22.20
523 - 564	10	*1*	$19.45
		2	$20.40
		3	$21.50
		4	$22.65
565 - 606	11	*1*	$20.78
		2	$21.79
		3	$22.99
		4	$24.20
607 - 649	12	*1*	$22.02
		2	$23.10
		3	$24.63
		4	$25.65
650 - 692	13	*1*	$23.22
		2	$24.32
		3	$25.70
		4	$27.04
693 - 736	14	*1*	$25.54
		2	$26.75
		3	$28.25
		4	$29.73

JJEP WAGE GRID			
POINT BAND	**GRID LEVEL**	**STEPS** **Step 1- 0-2000 hours*** **Step 2 – 2001-4000 hours*** **Step 3 – 4001 – 6000 hours*** **Step 4 – 6001 hours* onwards**	**April 1, 2019** **2% GWI & Low Wage Redress**
737 - 780	15	*1*	$27.99
		2	$29.35
		3	$30.99
		4	$32.58
781 - 824	16	*1*	$30.35
		2	$31.83
		3	$33.62
		4	$35.35
825 - 868	17	*1*	$33.35
		2	$34.96
		3	$36.90
		4	$38.83
869 - 912	18	*1*	$35.73
		2	$37.44
		3	$39.54
		4	$41.63
913 - 956	19	*1*	$38.09
		2	$39.93
		3	$42.16
		4	$44.39
957 - 1000	20	*1*	$41.69
		2	$43.71
		3	$46.10
		4	$48.54

Note: The Step 4 rate for unique jobs will be determined by the JJEP and will be subject to the increment steps above.

PARAPROFESSIONAL WAGE GRID			
CLASSIFICATION	**GRID LEVEL**	**STEPS** **Step 1- 0-2000 hours*** **Step 2 – 2001-4000 hours*** **Step 3 – 4001 – 6000 hours*** **Step 4 – 6001 hours* onwards**	***April 1, 2019*** ***2% GWI & Low Wage Redress***
Children Who Witness Abuse Counsellor	13	*1*	$27.59
		2	$28.82
		3	$30.34
		4	$31.63
Licensed Practical Nurse	13	*1*	$27.59
		2	$28.82
		3	$30.34
		4	$31.63

PARAPROFESSIONAL WAGE GRID			
CLASSIFICATION	**GRID LEVEL**	**STEPS** **Step 1- 0-2000 hours*** **Step 2 – 2001-4000 hours*** **Step 3 – 4001 – 6000 hours*** **Step 4 – 6001 hours* onwards**	***April 1, 2019*** ***2% GWI & Low Wage Redress***
Accountant	14	*1*	$30.68
		2	$32.15
		3	$33.95
		4	$35.74
Addictions Counsellor	14	*1*	$30.68
		2	$32.15
		3	$33.95
		4	$35.74
Adult, Youth and/or Child Counsellor	14	*1*	$30.68
		2	$32.15
		3	$33.95
		4	$35.74
Children Who Witness Abuse Counsellor - Art Specialist	14	*1*	$30.68
		2	$32.15
		3	$33.95
		4	$35.74
ESL Instructor	14	*1*	$30.68
		2	$32.15
		3	$33.95
		4	$35.74
Family Counsellor	14	*1*	$30.68
		2	$32.15
		3	$33.95
		4	$35.74
Infant Development Consultant	14	*1*	$30.68
		2	$32.15
		3	$33.95
		4	$35.74
Stopping the Violence Counsellor	14	*1*	$30.68
		2	$32.15
		3	$33.95
		4	$35.74
Supported Child Care Consultant	14	*1*	$30.68
		2	$32.15
		3	$33.95
		4	$35.74
Nutritionist	15	*1*	$32.95
		2	$34.46
		3	$36.32
		4	$38.15

PARAPROFESSIONAL WAGE GRID			
CLASSIFICATION	**GRID LEVEL**	**STEPS** **Step 1- 0-2000 hours*** **Step 2 – 2001-4000 hours*** **Step 3 – 4001 – 6000 hours*** **Step 4 – 6001 hours* onwards**	***April 1, 2019*** ***2% GWI & Low Wage Redress***
Behavioral Consultant	16	*1*	$35.16
		2	$36.89
		3	$38.96
		4	$41.00
Clinical Counsellor	16	*1*	$35.16
		2	$36.89
		3	$38.96
		4	$41.00
Occupational Therapist	16	*1*	$35.16
		2	$36.89
		3	$38.96
		4	$41.00
Physiotherapist	16	*1*	$35.16
		2	$36.89
		3	$38.96
		4	$41.00
Residence Nurse	16	*1*	$35.16
		2	$36.89
		3	$38.96
		4	$41.00
Speech Language Pathologist	17	*1*	$38.01
		2	$39.78
		3	$41.88
		4	$44.03

**Note: 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.*

***ParaProfessional Jobs are those jobs:*

a) *matched to any benchmark included in the ParaProfessional Wage Grid,*
b) *integrated with a ParaProfessional benchmark,*
c) *Layered Over a ParaProfessional benchmark, or*
d) *rated in Grid Level 13 or higher and designated by the Joint Job Evaluation Committee as a ParaProfessional job.*

PARAPROFESSIONAL WAGE GRID			
POINT BAND	**GRID LEVEL**	**STEPS** **Step 1- 0-2000 hours*** **Step 2 – 2001-4000 hours*** **Step 3 – 4001 – 6000 hours*** **Step 4 – 6001 hours* onwards**	***April 1, 2019*** ***2% GWI & Low Wage Redress***
650 - 692	13	*1*	$27.59
		2	$28.82
		3	$30.34
		4	$31.63
693 - 736	14	*1*	$30.68
		2	$32.15
		3	$33.95
		4	$35.74
737 - 780	15	*1*	$32.95
		2	$34.46
		3	$36.32
		4	$38.15
781 - 824	16	*1*	$35.16
		2	$36.89
		3	$38.96
		4	$41.00
825 - 868	17	*1*	$38.01
		2	$39.78
		3	$41.88
		4	$44.03
869 - 912	18	*1*	$40.51
		2	$42.41
		3	$44.68
		4	$46.99
913 - 956	19	*1*	$43.03
		2	$45.03
		3	$47.49
		4	$49.91
957 - 1000	20	*1*	$46.85
		2	$49.02
		3	$51.67
		4	$54.33

Note: The Step 4 rate for unique jobs will be determined by the JJEP and will be subject to the increment steps above.

A. Implementation (Effective April 1, 2004)

Casual employees hired prior to April 1, 2004 will be paid at Step 4 of the classification in which the casual employee is working.

B. Wage Protection

Wage protection will apply to regular employees hired prior to April 1, 2004, who have a pay rate greater than the Step 4 rate in Appendix A (Wage Grid), unless the employee successfully posts into a lower classification.

Wage protection will apply to casual employees hired prior to April 1, 2004, who are paid at Step 4 of the classification in which the casual employee is working [see Appendix A (Wage Grid)].

Effective April 1, 2013, an employee with wage protection will receive 50% of all general wage increases until the new wage rate for their classification meets or exceeds their existing wage rate. Such increases shall be recognized as incumbent specific.

Wage protection applies to:

- additional straight-time hours worked by a regular full-time and regular part-time employee as per Clause 14.2(e) (Hours of Work) in their classification;
- overtime hours in the employee's classification;
- statutory holidays/annual vacation pay/sick leave; and
- assignment of regular hours as per Clause 24.1(c) (Job Postings) in the employee's classification.

Wage protection rates do not apply to:

- additional straight-time hours worked by a regular full-time and regular part-time employee as per Clause 14.2(e) (Hours of Work) in a classification other than the employee's own. In such circumstances, they will be paid at Step 4 of the classification in which the employee is working.

An employee will lose their wage protection (status) rates:

- if they posted to a different classification prior to April 1, 2013;
- when they are demoted by the Employer as a result of disciplinary action;
- when regular employees achieve a casual position except where it is a temporary assignment directed by the Employer;
- when they bump under layoff provisions into a different job family or into a different grid level.

C. Increment System (subject to B. Wage Protection)

Regular Employees

Regular employees appointed, in accordance with Article 24 (Promotion and Staff Changes), to a higher grid level will be placed on the grid in accordance with Clause 26.5 (Rate of Pay on Reclassification or Promotion) of the collective agreement. Regular employees will remain at that step until they meet the hours for the next step. Increment hours calculations start on the first day in the new classification.

Regular employees appointed, in accordance with Article 24 (Promotion and Staff Changes), to a lower grid level will be placed at the step immediately lower than their rate. Regular employees will remain at that step until they meet the hours for the next step. Increment hours calculations start on the first day in the new classification.

Regular employees appointed, in accordance with Article 24 (Promotion and Staff Changes), within the same grid level will retain their rate. Regular employees will remain at that step until they meet the hours for the next step. Increment hours calculations start on the first day in the new classification.

Regular employees who are laid off and displace employees in another classification will be placed at the rate which corresponds to the total number of hours the employee worked within the classification of the displaced employee.

Casual Employees

A casual employee appointed, in accordance with Article 24 (Promotion and Staff Changes), to a regular position will be placed at the appropriate step given the total number of hours the employee worked within the classification they were appointed to.

D. Non-Provincially Funded Positions ("*NPF*")

During the term of the collective agreement, the parties will negotiate local Memoranda of Agreement that apply to NPF positions. CSSEA and CSSBA may delegate their negotiations to the local Employer and Union.

Such agreements are subject to CSSEA and CSSBA approval. If negotiations do not result in an agreement, the new terms and conditions will be resolved by Interest Arbitration using an arbitrator named in Appendix B (List of Arbitrators).

Existing memoranda and letters that apply to NPF positions will remain in full force and effect until the above noted negotiations produce an agreement.

Any and all memoranda and letters that apply to NPF positions will be without prejudice.

Pursuant to Memorandum of Agreement #9 (Re: Joint Job Evaluation Plan), the parties agree that the following wage grids will be effective on March 31, 2006. Sections A through to D of Appendix A (Wage Grid) will continue to apply.

APPENDIX A1
Wage Grid for Delegated Programs

"*Devolution*" means the transfer of responsibility of Indigenous Services from the Ministry of Children and Family Development to Agencies/Authorities that will be created under statute.

"Public Service Agreement" means the 18th Public Service Agreement between the Province of British Columbia and the B.C. Government and Service Employees' Union (BCGEU).

Please note that the April 2020 and April 2021 wage rates are estimates and must be finalized closer to these dates by the Public Service Agency. The wage schedules may be reissued closer to the effective dates.

A. Indigenous Delegated Social Worker (SPO) Growth Progression

Classification	Grid Level	April 1, 2019	April 1, 2020	April 1, 2021
		Hourly	Hourly	Hourly
SPO Growth	Level 1 - Grid 19	30.3334	30.9401	n/a
	Level 2 - Grid 20	31.2039	31.8280	n/a
	Level 3 - Grid 21	32.1040	32.7461	n/a
	Level 4 - Grid 22	33.0364	33.6971	n/a

Classification	Grid Level	April 1, 2019	April 1, 2020	April 1, 2021
		Hourly	Hourly	Hourly
SPO Growth*	Level 1 - Grid 20	n/a	n/a	32.4646
	Level 2 - Grid 21	n/a	n/a	33.4010
	Level 3 - Grid 22	n/a	n/a	34.3710
	Level 4 - Grid 23	n/a	n/a	35.3912
*Note: Wage grid is from 18th Public Service Agreement between BCGEU and Province of BC. Increments granted after 913 hours worked. *Effective April 1, 2021, the Growth Plan to the Social Program Officer Full Working Level is increased by one grid level.*				

B. Indigenous Delegated Social Worker (SPO 24) Working Level

Classification	Grid Level	April 1, 2019	April 1, 2020	April 1, 2021
		Hourly	Hourly	Hourly
SPO 24 Working Step	Step 1 - Grid 24	35.0299	35.7305	36.4451
	Step 2 - Grid 24	36.0764	36.7979	37.5339
	Step 3 - Grid 24	37.1581	37.9013	38.6593
	Step 4 - Grid 24	38.2755	39.0410	39.8218
	Step 5 - Grid 24	39.9385	40.7373	41.5520
SPO 25 Working Step (Child Protection)*	Step 1 - Grid 25	36.0764	36.7979	n/a
	Step 2 - Grid 25	37.1581	37.9013	n/a
	Step 3 - Grid 25	38.2755	39.0410	n/a
	Step 4 - Grid 25	39.4307	40.2193	n/a
	Step 5 - Grid 25	41.1485	41.9715	n/a
SPO 26 Working Step (Child Protection)**	Step 1 - Grid 26	n/a	n/a	38.6593
	Step 2 - Grid 26	n/a	n/a	39.8218
	Step 3 - Grid 26	n/a	n/a	41.0237
	Step 4 - Grid 26	n/a	n/a	42.2656
	Step 5 - Grid 26	n/a	n/a	44.1123
*Note: Wage grid is from 18th Public Service Agreement between BCGEU and Province of BC. Increments granted after 1827 hours worked. *Effective April 1, 2019, Social Program Officer (Child Protection) R24 will receive a Temporary Market Adjustment (TMA) of one grid to Grid 25. **Effective April 1, 2021, Social Program Officer (Child Protection) R24 will receive a Temporary Market Adjustment (TMA) of one grid to Grid 26.*				

C. Indigenous Delegated Supervisor

Classification	Grid Level	April 1, 2019	April 1, 2020	April 1, 2021
		Hourly	Hourly	Hourly
Delegated Supervisor*	Step 1 - Grid 30	41.8574	42.6945	43.5484
	Step 2 - Grid 30	43.1315	43.9941	44.8740
	Step 3 - Grid 30	44.4487	45.3377	46.2445
	Step 4 - Grid 30	45.8406	46.7574	47.6925
	Step 5 - Grid 30	47.8329	48.7896	49.7654
*Note: Wage grid is from 18th Public Service Agreement between BCGEU and Province of BC. Increments granted after 1827 hours worked. *Effective October 15, 2017, Social Program Officer (SPO) 28 will be placed in the SPO 30 classification.*				

D. Administrative Support - Delegated Programs (Resources, Guardianship, Child Protection)

Classification	Grid Level	April 1, 2019	April 1, 2020	April 1, 2021
		Hourly	Hourly	Hourly
Program Assistant	Step 1 - Grid 07	21.8369	n/a	n/a
	Step 2 - Grid 07	22.4243	n/a	n/a
	Step 3 - Grid 07	23.0306	n/a	n/a
	Step 4 - Grid 07	23.6585	n/a	n/a
	Step 5 - Grid 07	24.5960	n/a	n/a
Program Assistant*	Step 1 - Grid 09	n/a	23.4912	23.9610
	Step 2 - Grid 09	n/a	24.1317	24.6143
	Step 3 - Grid 09	n/a	24.7922	25.2880
	Step 4 - Grid 09	n/a	25.4755	25.9850
	Step 5 - Grid 09	n/a	26.4966	27.0265
Program Assistant (RAP)	Step 1 - Grid 09	23.0306	23.4912	23.9610
	Step 2 - Grid 09	23.6585	24.1317	24.6143
	Step 3 - Grid 09	24.3061	24.7922	25.2880
	Step 4 - Grid 09	24.9760	25.4755	25.9850
	Step 5 - Grid 09	25.9771	26.4966	27.0265
Administrative Supervisor	Step 1 - Grid 14	26.3831	26.9108	n/a
	Step 2 - Grid 14	27.1220	27.6644	n/a
	Step 3 - Grid 14	27.8857	28.4434	n/a
	Step 4 - Grid 14	28.6751	29.2486	n/a
	Step 5 - Grid 14	29.8530	30.4501	n/a
Administrative Supervisor**	Step 1 - Grid 15	n/a	n/a	28.2177
	Step 2 - Grid 15	n/a	n/a	29.0123
	Step 3 - Grid 15	n/a	n/a	29.8336
	Step 4 - Grid 15	n/a	n/a	30.6816
	Step 5 - Grid 15	n/a	n/a	31.9483

*Note: Wage grid is from 18th Public Service Agreement between BCGEU and Province of BC. Increments granted after 1827 hours worked. *Effective April 1, 2020, Grid level 9 point range will increase to incorporate Grid level 7 point range, and Grid 7 positions will become Grid 9. **Effective April 1, 2021, Grid 14 will become Grid 15.*

E. Social Worker Classifications

1. The parties agree that the Growth Series within the Indigenous Delegated Social Worker Progression (IDSWP) 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 IDSWP. Despite the foregoing, the Employer may, in its discretion, place a newly hired employee at any step above the starting wage step in the IDSWP classification but no higher than Step 1 of the Indigenous 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 Public Service 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 Indigenous agencies delegated under the *Child and Family*

Community Services Act, Indigenous Delegated Social Workers (IDSW's or SPO's) salaries shall be compensated in accordance to the Public Service 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:

Current Wage Grid	Effective April 1, 2021
Full Working Level SPO R24 Grid 24, Step 1	**Full Working Level** SPO R24 Grid 24, Step 1
Level 4 Grid 22, Step 1 913 hours	**Level 4** Grid 23, Step 1 913 hours
Level 3 Grid 21, Step 1 913 hours	**Level 3** Grid 22, Step 1 913 hours
Level 2 Grid 20, Step 1 913 hours	**Level 2** Grid 21, Step 1 913 hours
Level 1 Grid 19, Step 1 913 hours	**Level 1** Grid 20, Step 1 913 hours

4. The parties agree that the above Indigenous Delegated Social Worker (ADSW) grid levels will be implemented upon ratification of the Indigenous Services Collective Agreement and will be adjusted, upon ratification of the 18th Public Service 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.

F. Non-Delegated Indigenous Social Workers

The parties agree that wages for non-delegated social work classifications not comparable or equivalent to classifications under the PSJEP will be compensated according to the Community Social Services JJEP Wage Grid and the JJEP ParaProfessional Wage Grid. The parties agree to meet and determine the applicable grid levels within 30 days of the date of ratification. All employees who are receiving a wage rate in excess of the collective agreement rates, as of March 30, 2006, shall be wage protected.

G. The parties agree that administrative support employees who are working exclusively in delegated programs shall receive wage rates equivalent to those of the same position within the Public Service Agreement. The parties agree to meet within 60 days to determine the applicable grid levels. Where the parties cannot agree, the matter shall be referred to Bob Pekeles for final determination.

H. All other employees shall be compensated as per the JJEP wage Grid or the JJEP ParaProfessional Wage Grid.

APPENDIX A2
Details of Wage Increases

The timing and percentages of the increases will be as follows, effective at the start of the first pay period after the respective dates:

General Wage Increases

- April 1, 2019 - 2.0%
- April 1, 2020 - 2.0%
- April 1, 2021 - 2.0%

Low Wage Redress

Within 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.

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 - Low Wage Redress increases 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.

Despite the foregoing, wage rates for employees in Delegated Programs (Indigenous Services Collective Agreement Appendix A1) will increase according to the timing and level of increases in the 18th Public Service Agreement between the BCGEU and the government.

APPENDIX B
List of Arbitrators

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

Emily Burke	Joan Gordon	Wayne Moore
Elaine Doyle	John Hall	Bob Pekeles
Brian Foley	Ron Keras	Vince Ready
Rod Germaine	Judi Korbin	Chris Sullivan

Expedited Arbitrators

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

Corinn Bell	Robert Diebolt	Judi Korbin
Paula Butler	Brian Foley	Wayne Moore

MEMORANDUM OF AGREEMENT #1
Re: Local Issues

1. CSSEA and CSSBA agree that the following are local issues:

   (1) Clause 14.2(a) (b)(4), (e), and (f) (Hours of Work);

   (2) "*Programme*" or "*Worksite*" - as identified in Clauses 13.3(a) (Layoff), 14.2(e) (Hours of Work), 16.4 (Sharing of Overtime), 18.2(a) (Vacation Preferences), 24.1(c) (Job Postings);

   (3) Clause 30.3 (Casual Call-In Procedure);

   (4) Client Vacations, Out of Town Assignments and Cultural/Ceremonial Trips;

   (5) School Based or Seasonal Program Employees;

   (6) Special Project Employees;

   (7) Any other issues agreed to by the Union and CSSEA.

   (8) Clause 15.4(b) (Split Shifts)

   (9) Student employment and work experience programmes: (this item can be incorporated into the local issues agreements at any time by mutual agreement.

2. Local issues agreements remain in effect until a new agreement is reached.

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

4. Written notice to bargain local issues will indicate which issue(s) (among those listed in 1 above) the party wishes to renegotiate. If no notice is given, the current local issue agreement, and/or any items that are not specified in the notice, will be automatically renewed.

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

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

   Interest Arbitration will be conducted as follows:

   (a) the process will be expedited with no reliance on witnesses;

   (b) the presentations will be short and concise and will include a comprehensive opening statement;

(c) prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the dispute.

(d) In rendering a decision, the Arbitrator may consider:

(1) consistency across the sector;

(2) fairness and equitable treatment of employees and Employers in the sector;

(3) progress towards standardization in the sector.

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

Renewed

MEMORANDUM OF AGREEMENT #2
Re: Superior Benefits and Provisions

The parties agree that the following existing superior provisions contained in previous collective agreements, memoranda and other attachments, will be maintained as outlined in the March 23, 2000 joint newsletter.

The existing superior provisions referenced in the March 23, 2000 joint newsletter are limited to:

1. Meal Allowance
2. Vehicle Allowance
3. On Call
4. Pay In Lieu of Benefits
5. Compassionate Leave
6. Sick Leave Payout
7. Shift Premiums
8. Callback
9. Required Certifications
10. Vacation

The parties further agree that the following existing superior provisions will be maintained as outlined in previous collective agreements that contain such a provision:

1. Long Service Retirement Allowance
2. Article 23 - Special Days from Southern Okanagan Association for Integrated Community Living
3. Cell Phone and Pager Reimbursement
4. Seasonal Closure
5. Qualification Differential

The existing superior provisions listed above will apply to those employees who are on record as of April 1, 2004.

Article 27 (Health and Welfare Benefits) and Clause 20.2 (Special Leave) will be standardized and the following will apply for transitional purposes:

(a) Eligible costs related to superior health and welfare benefits provided in Article 27 (Health and Welfare Benefits) incurred prior to April 1, 2004 will be reimbursed in accordance with the provisions of the health and welfare benefits plans in the previous collective agreement.

(b) For those Employers that had a weekly indemnity/short-term disability plan, all eligible claims incurred prior to April 1, 2004 will be honoured in accordance with the terms and conditions of the weekly indemnity/short-term disability plan in the previous collective agreement.

(c) All eligible illness/disability leaves approved prior to April 1, 2004 and that result in an eligible long-term disability claim will be honoured in accordance with the terms and conditions of the previous Long-Term Disability Plan.

(d) All special leave requests approved prior to April 1, 2004 will be honoured in accordance with terms and conditions in the previous collective agreement.

Renewed

MEMORANDUM OF AGREEMENT #3
Re: New Certifications and Variances

The parties agree to the following:

(1) *New Certifications*

(a) The non-monetary provisions of the collective agreement will become effective four months from the date of certification or the date of the Order-in-Council designating the agency a member of CSSEA whichever is first.

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

(2) *Variances*

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

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

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

Renewed

MEMORANDUM OF AGREEMENT #4
Re: Professional Responsibility, Job Sharing and Work Location

Where the previous collective agreement contained an express provision which addresses professional responsibility, job sharing and/or work location, it will continue as a local agreement.

Renewed

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

The coverage provided by the Long-Term Disability Plan will be in accordance with the recommendations pertaining to long-term disability issued by Donald R. Munroe, Q.C. dated May 28, 1999, and revised June 9, 1999, at page 15.

The plan will include the following:

1. The plan will cover eligible regular employees who have completed their probationary period and will provide such employees with salary continuation until the age of 65 in the event of a qualifying disability.
2. *Qualification Period* - LTD benefits are payable after the employee has been totally disabled and unable to perform the duties of their own occupation for a period greater than six months.
3. *Definition of Disability*:
   (a) To qualify for long-term disability benefits for the first 12 months (excluding the qualification period), the employee must be unable, because of accident or sickness, to perform the duties of the employee's own occupation.
   (b) To continue to qualify for long-term disability benefits beyond the 12 months period referenced in (a) above, the employee must be unable to perform the duties of any gainful occupation.
4. *Coverage Amount* - 70% of the first $4,865 of the pre-disability monthly earnings and 50% of the pre-disability monthly earnings above $4,865 or 66-2/3% of the pre-disability monthly earnings, whichever is more.
5. The plan includes an "*early intervention*" program.
6. Enrolment and participation of employees in the early intervention program is mandatory (see also Information Appendix A).
7. The Employer will pay 100% of the premium.

Renewed

MEMORANDUM OF AGREEMENT #6
Re: Health and Welfare Benefits Entitlement Threshold

The parties agree that the health and welfare benefits entitlement threshold will be as follows:

(a) Notwithstanding Clause 27.1 (Eligibility), employees hired prior to April 1, 2004 will retain their eligibility for health and welfare benefits provided they are in a posted position of 15 or more regularly scheduled hours per week. For these employees, the eligibility for health and welfare benefits will be 15 or more regularly scheduled hours per week.

(b) Future certifications, variances, and existing certifications as defined in MOA #3 (Re: New Certifications and Variances) will be governed by Clause 27.1 (Eligibility).

Renewed

MEMORANDUM OF AGREEMENT #7
Re: Advance Payment of Group Life Benefits

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 27.7 (Group Life and Accidental Death and Dismemberment) are as follows:

1. Death must be "*expected*" within 12 months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
2. Requests for advance payments must be in writing.
3. Authorization from the Employer must be submitted with the employee's request.
4. The amount of the payment will be 50% of the life insurance coverage, subject to a maximum of $25,000.
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries, as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgements will require special releases.
6. The advance payment will be deducted from the final payout in accordance with the terms, conditions and limitations of the Life Insurance Policy.

Renewed

MEMORANDUM OF AGREEMENT #8
Re: Bargaining Unit Work

The following will apply as a local agreement where the current collective agreement contains an express provision addressing bargaining unit work:

Excluded staff will not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, temporary experimentation not to exceed 90 days without mutual agreement, or in emergencies when regular employees are not available, and provided that the work performed does not reduce the hours of work or pay of any regular employee in the bargaining unit.

Renewed

MEMORANDUM OF AGREEMENT #9
Re: Joint Job Evaluation Plan

A. JOB EVALUATION

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

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

1. *Wage parity with Community Health Workers;*
2. *Standardization of wages in the Social Services Sector; and*

3. Elimination of gender-based wage discrimination.

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

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

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

B. EQUITY ADJUSTMENTS

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

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

April 1, 2006.....$474,879.00
April 1, 2007.....$491,593.00
April 1, 2008.....$516,150.00
April 1, 2009.....$549,157.00

Renewed

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 and expires on October 31, 2022.

Renewed

MEMORANDUM OF AGREEMENT #11
Re: Health and Welfare Benefits for Status Indians

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

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

Renewed

MEMORANDUM OF AGREEMENT #12
Re: Community Social Services Sector Committee

1. *The Committee*

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

2. *Purpose and mandate of the Committee*

(a) The purpose of the Committee is:

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

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

- occupational health and safety issues, including prevention of violence in the workplace;
- training, education and professional development of the workforce;
- service delivery models;
- labour relations, including joint training initiatives;
- administration of health and welfare benefits;
- other issues that CSSEA and the CSSBA agree to discuss;
- precarious work including part-time and casual employment;
- the Long-Term Disability Plan.

3. *Makeup and administration of the Committee*

(a) The Committee will be made up of up to six representatives of workers appointed by CSSBA and up to six representatives of employers appointed by CSSEA.

(b) Representatives of the funders, including provincial ministries, and other stakeholders may be invited to participate in the work of the Committee by mutual agreement.

(c) The Committee will be co-chaired by one representative of the workers and one representative of the Employers.

(d) The Committee can establish subcommittees for the three subsectors (Community Living Services, Indigenous Services and General Services) or for other purposes.

(e) The Committee will meet every four months and other meetings can be called by mutual agreement.

(f) Each side will pay their own expenses for activities related to the Committee.

Renewed

MEMORANDUM OF AGREEMENT #13
Re: Sick Leave, Illness and Injury Plans and Benefit Improvement Costs

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

- evaluate the current sick leave provisions of the collective agreement, the illness and injury plans and the cost of sustaining and improving benefits;

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

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.

Renewed

MEMORANDUM OF AGREEMENT #14
Re: Benefits While on Certain Leaves of Absence

The issue of the Employers' payment of benefit premiums while employees are on unpaid leave (including WorkSafeBC leave, LTD waiting period and LTD) is referred to the Sector Committee. The Committee will determine the feasibility and cost of amortizing payment of health benefit premiums across the sector and make a recommendation to the bargaining principals. The Sector Committee will make recommendations to the bargaining principals by January 31, 2019.

Renewed

MEMORANDUM OF AGREEMENT #15
Re: Health and Welfare Benefits

Definitions:

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

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

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

Formation of the JBWG

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

3. The JBWG will be comprised of an equal number of members appointed by CSSEA and by the CSSBA. In addition, the parties will invite the Ministry of Finance to appoint one member. The parties agree that they will not appoint any member to the JBWG who sits as a board member of any of the CSSBA benefit providers for health and welfare benefits.

4. The JBWG members will appoint a chair from within the committee. Each party will have the same number of votes and the Ministry of Finance appointee will have one vote.

5. The JBWG may invite subject-matter experts to its meetings.

6. Upon formation of the JBWG, CSSEA will provide all data the Committee determines to be required to support the work and decisions of the JBWG. CSSEA will request additional information as needed, or required thereafter, as requested by the JBWG.

7. All the parties and their respective members on the JBWG will maintain strict confidentiality in respect of the data.

8. The cost of participation in the JBWG will be borne by the respective parties.

9. By April 1, 2016 or a later date as agreed, the JBWG will recommend to the parties, including the funding ministries, general strategies to control the cost of benefits in the social services sector.

Determination of the Fixed Percentage

10. "*Fixed percentage*" is the percentage that benefits are of the straight-time payroll on November 30, 2018 as determined by the JBWG. The fixed percentage will remain in effect unless and until it is amended by negotiations for any renewal collective agreement.

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

Mitigation

12. After March 31, 2019, if the cost of benefits exceeds the fixed percentage (as determined on November 30, 2018), the JBWG will determine the necessary mitigation measures to restore the fixed percentage. On behalf of the JBWG, only the CSSBA representatives will be entitled to decide what cost-saving measures to adopt.

Renewed

MEMORANDUM OF AGREEMENT #16
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 and training (emerging client needs e.g. complex care)
- administration of small contracts
- service delivery models
- sustainability and stabilization
- recruitment and 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 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.

MEMORANDUM OF AGREEMENT #17
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 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.

MEMORANDUM OF AGREEMENT #18
Re: Schedules to Meet Emerging Client Needs

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

MEMORANDUM OF AGREEMENT #19
Re: Social Services Retention and Portability Clause

Preamble

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

Employer participation

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

Portability

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

(a) *Vacation - Clause 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 their service with their 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 their accumulated hours worked in that classification with the previous CSSEA-member employer. The new employee's first day of employment becomes the increment anniversary date for the accumulation of hours required to move to the next step.

(c) *Municipal Pension Plan*

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

Benefits Not Portable

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

Terms of MOA

The provisions of this memorandum will not apply to any other article in the collective agreement and all other terms and conditions of the collective agreement remain unchanged.

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

LETTER OF UNDERSTANDING #1
Re: Labour Adjustment, Education and Training Fund Memorandum

The funds will be held in trust by the Community Social Services Bargaining Association and will continue to be jointly administered with the Community Social Services Employers' Association.

Renewed

LETTER OF UNDERSTANDING #2
Re: Joint Training

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

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

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

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

Renewed

LETTER OF UNDERSTANDING #3
Re: Memorandum of Agreement #1 (Re: Local Issues)

1. The parties agree to negotiate standard language on the following issues to be included in the local issues agreements:

   (a) School based or seasonal programme employees;

   (b) Special project employees (including student summer work experience employees).

2. The parties may agree to separate standard language on these issues for General Services, Community Living Services and Indigenous Services.

3. If the parties fail to negotiate mutually agreeable standard language by June 30, 2019, the Union and/or Employer may opt to maintain or negotiate a separate local agreement pursuant to MOA#1.

Renewed

LETTER OF UNDERSTANDING #4
Re: Dismissals and Mediation

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

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

The parties therefore agree as follows:

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

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

LETTER OF UNDERSTANDING #5
Re: Non-Provincially Funded Childcare Positions Memorandums of Agreement

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

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

1. Within 60 days of the initial implementation of the Government's plan to enhance child care compensation, the parties will convene to ensure any additional government funding targeted for child care position compensation will be used to move towards matching (closing the gap) with the relevant child care wage grid in the Indigenous 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 child care 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.

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

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

Renewed

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 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 Employer's 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.

LETTER OF UNDERSTANDING #8
Re: Cultural Competency

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

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

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

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

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

LETTER OF UNDERSTANDING #9
Re: Cultural Competencies at Labour Management

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

1. Legislative, Policy and Practice Standard Provisions for Indigenous Children and Families (eg. AOPSI Practice Standards) (for discussion of current practices, challenges with compliance, suggested solutions and sharing of best practices).

2. Cultural practices and how they may be integrated with Legislative, Policy and Practice Standard Provisions for Indigenous Children and Families, recognizing the diversity of Indigenous peoples, and the provision of services appropriate to the client's culture. The Labour Management Committee will consider and where appropriate establish and/or access a cultural committee by mutual agreement, to include excluded staff, bargaining unit employees, knowledge keepers and elders, and selected persons from the community(ies) being served to assist employees working directly with clients to improve and develop their cultural competence in serving those clients; and

3. How to best develop and implement safe client/resident care and Indigenous child safety and family preservation practices.

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

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

INFORMATION APPENDIX A
The Following Has Been Appended to the Collective Agreement for Information Purposes Only
Group Benefits Plan Equivalency Provisions

Plan provisions not specifically addressed in this document will be based on the provisions of the insurance provider. A group policy must not contain any clause that restricts an employee who satisfies the eligibility requirements of the collective agreement from accessing the Plan or the provisions specified in this document.

GROUP LIFE

Premiums

- 100% employer-paid
- premium costs are a taxable income to the employee

Eligibility

- regular full-time and regular part-time employees scheduled to work 20 regular hours or more per week except as provided in MOA #6 (Re: Health and Welfare Benefits Entitlement Threshold)
- enrolment is a mandatory condition of employment

Effective Date

- first day of the month following the month in which the employee successfully completes their probation or trial period not to exceed three months

Amount of Benefit

- $50,000 in the event of death due to any cause for an employee who is less than 65 years of age
- $25,000 in the event of death due to any cause for an employee who is 65 to 69 years of age
- benefit is paid regardless of cause of death based on employee's eligibility at date of death

Continuation of Coverage

- the Employer will continue to pay the Group Life contributions while the employee is receiving sick pay, is on maternity or parental leave, or during the first 20 work shifts in any calendar year of unpaid leave
- coverage can continue while an employee is on an unpaid leave, if the employee pays 100% of the contributions

- while an employee receives LTD benefits from the Plan, the employee's Group Life coverage will continue at no cost to the employee or the Employer as long as the employee remains an employee

Termination of Coverage

Coverage ceases on the date the employee:

- terminates employment
- retires
- commences an unpaid leave beyond 20 work shifts in any calendar year and employee elects not to pay contributions or elects to pay contributions and then stops paying them until their return to work
- transfers to an ineligible status
- is laid off
- turns 70 years of age

Conversion

- upon termination of employment (excluding retirement), coverage continues at no charge to the employee or Employer for 31 days during which time the employee may convert all or part of their group life insurance, without providing medical evidence, into any whole life, endowment or term life policy normally issued by the insurer at the insurer's standard rates at that time

Advance Payment Program

- in the event of terminal illness, with medical information confirming life expectancy of less than one year, an advance payment of up to 50% of the Group Life benefit, subject to a maximum of $25,000, is available to the employee

ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)

Premiums

- 100% employer-paid

Eligibility

- regular full-time and regular part-time employees scheduled to work 20 regular hours or more per week except as provided in MOA #6 (Re: Health and Welfare Benefits Entitlement Threshold)
- enrolment is a mandatory condition of employment

Effective Date

- first day of the month following the month in which the employee successfully completes their probation or trial period not to exceed three months

Amount of Benefit

- $50,000 (principal sum) in the event of death due to any accidental cause (in addition to the Group Life benefit) for an employee who is less than 65 years of age

- $25,000 (principal sum) in the event of death due to any accidental cause (in addition to the Group Life benefit) for an employee who is 65 to 69 years of age
- 100% of principal sum in the event of loss of both hands, or both feet, or sight of both eyes, or one hand and one foot, or one hand and the sight of one eye, or one foot and the sight of one eye, or hearing in both ears and speech
- 75% of principal sum in the event of loss of one arm or one leg
- 50% of principal sum in the event of loss of one hand, or one foot, or sight of one eye, or hearing in both ears, or speech
- 25% of principal sum in the event of loss of thumb and index finger of one hand, or all four fingers of one hand
- 12.5% of principal sum in the event of loss of all toes of one foot

Exclusions

- suicide or attempted suicide, while sane or insane
- intentionally self-inflicted injury
- war, insurrection or hostilities of any kind, whether a participant or not in such actions
- participation in any riot or civil commotion
- bodily or mental infirmity or illness or disease of any kind, or medical or surgical treatment thereof
- travel or flight in any aircraft except solely as a passenger in a powered civil aircraft having a valid and current airworthiness certificate, and operated by a duly licensed or certified pilot while such aircraft is being used for the sole purpose of transportation only - descent from any aircraft in flight will be deemed to be part of such flight
- committing or attempting to commit a criminal offence or provoking an assault
- in the course of operating a motor vehicle while under the influence of any intoxicant; or, if blood alcohol concentration is in excess of 100 milligrams of alcohol per 100 millilitres of blood

Continuation of Coverage

- the Employer will continue to pay the AD&D contributions while the employee is receiving sick pay, is on maternity or parental leave, or during the first 20 work shifts in any calendar year of unpaid leave
- coverage can continue while an employee is on an unpaid leave, if the employee pays 100% of the contributions
- while an employee receives LTD benefits from the Plan, the employee's AD&D coverage will continue at no cost to the employee or the Employer as long as the employee remains an employee

Termination of Coverage

Coverage ceases on the date the employee:

- terminates employment
- retires

- commences an unpaid leave beyond 20 work shifts in any calendar year and employee elects not to pay contributions or elects to pay contributions and then stops paying them until their return to work
- transfers to an ineligible status
- is laid off
- turns 70 years of age

Claims

- loss must occur within 365 days of the date of the accident
- claims must be submitted within 365 days of the date of loss

LONG-TERM DISABILITY (LTD)

Premiums

- 100% employer-paid

Eligibility

- regular full-time and regular part-time employees scheduled to work 20 regular hours or more per week except as provided in MOA #6 (Re: Health and Welfare Benefits Entitlement Threshold)
- enrolment is a mandatory condition of employment
- no restrictions re pre-existing medical conditions
- Upon return to work following recovery, an employee who was on claim for less than 12 months will continue in their former job, an employee who was on claim for more than 12 months will return to an equivalent position exercising their seniority rights if necessary, pursuant to Clause 13.4 (Bumping) of the collective agreement.
- Employees on long-term disability will be considered employees for the purpose of the pension plan.

Effective Date

- first day of the month following the month in which the employee successfully completes their probation or trial period not to exceed three months

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

Amount of Benefit

- 70% of the first $4,865 of basic pre-disability monthly earnings plus 50% of basic pre-disability monthly earnings in excess of $4,865 or 662/3% of basic pre-disability monthly earnings, whichever is greater
- the $4,865 level is to be adjusted annually for new claims based on the increase in the weighted average wage rate in effect following review by the underwriter
- the $4,865 level is to be adjusted every four years based on the increase in the weighted average wage rate in effect following review by the underwriter

Qualification Period

- benefits are payable after the employee has been totally disabled and unable to perform the duties of their own occupation for a period greater than six months
- employees who will be eligible for benefits under the Long-Term Disability Plan will not have their employment terminated; following expiration of their sick leave credits they will be placed on unpaid leave of absence until receipt of long-term disability benefits.
- employees who still have unused sick leave credits after the qualification period when the long-term disability benefit becomes payable will have the option of:
    - exhausting all sick leave credits before receiving the long-term disability benefit;
    - using sick leave credits to top off the long-term disability benefit;
    - banking the unused sick leave credits for future use.

Definition of Total Disability

- to qualify for benefits for the first 12 months (excluding the six month qualification period), the employee must be unable, due to accident or sickness, to perform the duties of their "*own occupation*"
- to continue to qualify for benefits beyond the "*own occupation*" period of disability, the employee must be unable to perform the duties of any gainful occupation ("*any occupation*") for which the employee has the education, training or experience and which pays at least 70% of the current rate of pay for the employee's job at the date of their disability

Successive Disabilities

- if the employee returns to work during the qualification period but stops working within 31 calendar days because of the same disability, the qualification period is extended by the number of days worked
- if the employee returns to work after LTD benefits are approved, but stops working within six months because of the same disability, or within 31 days because of a new disability, the prior LTD claim is re-opened and the employee is not required to serve another qualification period

Exclusions

- any period of disability that is not supported by the regular and personal care of a physician
- war, insurrection, rebellion, or service in the armed forces of any country
- voluntary participation in a riot or civil commotion, except while performing regular occupational duties
- intentionally self-inflicted injuries or illness

Other Disability Income

- LTD benefits will not be reduced by income from private or individual disability plans
- LTD benefits will be reduced by 100% of any other disability income including but not limited to
  - any amounts payable under any *Workers Compensation Act* or law or any other legislation of similar purpose
  - any amount from any group insurance, wage continuation, or pension plan of the Employer that provides disability income
  - any amount of disability income provided by any compulsory *Act* or law
  - any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or would be entitled had the application for such a benefit been approved
  - any amount of disability income provided by a group or association disability plan to which the disabled employee might belong or subscribe
- LTD benefits are reduced by the amount of other disability income to which the disabled employee is entitled upon first becoming eligible for the other income; future increases in the other income such as Consumer Price Indexing or similar indexing arrangements will not further reduce the disabled employee's LTD benefits until the disabled employee's LTD benefit is recalculated to reflect the weighted average wage rate in effect following review by the underwriter every four years

Continuation of Coverage

- the Employer will continue to pay the LTD contributions while the employee is receiving sick pay, is on maternity or parental leave, or during the first 20 work shifts in any calendar year of unpaid leave
- coverage can continue while an employee is on an unpaid leave for up to 12 months (24 months if on an educational leave), if the employee pays 100% of the contributions
- while an employee receives LTD benefits from the Plan, the employee's LTD, Group Life and AD&D coverage will continue at no cost to the employee or the Employer as long as the employee remains an employee
- while an employee receives LTD benefits from the Plan, the employee can elect to continue Medical, Dental and Extended Health benefits as long as the employee remains an employee and pays 50% of the contributions to the Employer monthly in advance. Employees to be permitted to enrol in some or all of the above plans. Such an election must be made at the time the employee's LTD claim is accepted or at any time while in receipt of LTD benefits as long as proof of continuous alternate coverage can be provided by the employee

- Employees are not to be terminated for non-culpable absenteeism, while in receipt of long-term disability benefits.

Termination of Coverage

Coverage ceases on the date the employee:

- terminates employment
- retires
- commences an unpaid leave beyond 20 work shifts in any calendar year and employee elects not to pay contributions or elects to pay contributions and then stops paying them until their return to work
- transfers to an ineligible status
- is laid off
- payment of premiums cease at 64 years and six months

Rehabilitation Plan

- while in receipt of benefits, employees are required to participate in a rehabilitation activity or program that is medically approved to prepare them to return to their job or other gainful work
- employees returning to work through an Approved Rehabilitation Plan are eligible to receive all monthly rehabilitation earnings plus a monthly LTD benefit as defined under "*Amount of Benefit*" in this section, provided the total of such income does not exceed 100% of the current rate of pay for the regular occupation at the date of disability
- upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a period of six months for the purpose of job search

Rehabilitation Review Committee

- employees who do not agree with the recommended rehabilitation plan or feel they are medically unable to participate must demonstrate reasonable grounds for their lack of participation or appeal the dispute to the Rehabilitation Review Committee
- the Rehabilitation Review Committee is composed of three qualified individuals who, by education, training and experience are recognized specialists in the rehabilitation of disabled employees
- committee members are composed of one employer nominee, one union nominee and a neutral chair appointed by the nominees
- if the employee does not accept the Committee's decision, LTD benefits are suspended until the employee is willing to participate

Duration of Benefits

- benefits stop on the date the employee recovers, reaches age 65, dies, elects early retirement, refuses to participate in an Approved Rehabilitation Plan approved by a Rehabilitation Review Committee, whichever occurs first
- if the employee's employment terminates while receiving LTD benefits, only the payment of the LTD benefit will continue; all other health and welfare coverage will end

Claims Review Committee

- the Employer/provider will assume administrative responsibility for setting up the Claims Review Committee
- an employee may request the carrier to coordinate a Claims Review Committee if their LTD claim is denied or terminated by the carrier
- the Committee is comprised of three medical doctors: one designated by the employee; one by the Employer; and one (Chairperson) who has no relationship to the employee and agreed upon by the first two doctors
- the Committee is responsible for reviewing the medical and vocational information with respect to the employee
- the Committee may interview and/or examine the claimant and may establish medical procedures and tests to determine if the employee is disabled as defined in the collective agreement
- the majority decision of the Committee is final and binding
- the final report is signed by all members of the Committee and forwarded in writing to the carrier who is then responsible for forwarding a copy to the employee, Employer and the Union
- expenses of the Chairperson are shared equally between the employee (or Union) and the carrier; expenses of the two nominees are the responsibility of each appointing party; expenses for medical procedures requested by the Committee, and travel expenses of the employee are the responsibility of the employee (or Union)

DENTAL

Premiums

- 100% employer-paid

Eligibility

- regular full-time and regular part-time employees scheduled to work 20 regular hours or more per week except as provided by MOA #6 (Re: Health and Welfare Benefits Entitlement Threshold)
- enrolment is a mandatory condition of employment

Dual Coverage Restriction

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

Dependants

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

- unmarried physically or mentally handicapped children to any age, if mainly dependent on and living with the employee or the employee's spouse

Effective Date

- first day of the month following the month in which the employee successfully completes their probation or trial period not to exceed three months
- orthodontic coverage for the employee and dependants takes effect 12 months after enrolment of the employee in the dental benefit

Basic Services

100% reimbursement for:

- **diagnostic services:**
  - one standard exam every nine months for adults or twice in any calendar year for children under 19 years of age
  - one complete exam in any three year period, provided no other exam has been paid by the Plan in the preceding nine months for adults or preceding six months for children under 19 years of age
  - x-rays, up to the maximum established by the carrier for the calendar year
  - full mouth x-rays once in any three year period
- **endodontic services** - root canals
- **major restorative services** - inlays, onlays and gold foils when no other material can be used satisfactorily
- **periodontic services** - procedures for the treatment of gums and bones surrounding and supporting the teeth excluding tissue grafts
- **preventive services:**
  - cleaning and polishing of teeth every nine months for adults or twice in any calendar year for children under 19 years of age
  - fluoride application every nine months for adults or twice in any calendar year for children under 19 years of age
  - space maintainers intended to maintain space and regain lost space, but not to obtain more space
  - sealants (pit and fissure) limited to once per tooth within a two year period
- **repairs to bridges and dentures (prosthetics)** - procedures for the repair of bridges, as well as the repair or reline of dentures by either a dentist or a licensed dental mechanic; relines are not covered more often than once in any two year period; costs for temporary dentures are ineligible for payment
- r**estorative services** - procedures for filling teeth including stainless steel crowns; additional costs for white fillings in back teeth are ineligible for payment
- **surgical services -** procedures to extract teeth as well as other surgical procedures performed by a dentist

Major Reconstruction

60% reimbursement once in any five year period for:

- **crowns** - rebuilding natural teeth where other basic material cannot be used satisfactorily; certain materials will not be authorized for use on back teeth
- **dentures (removable prosthetics)** - artificial replacement of missing teeth with dentures - full upper and lower dentures or partial dentures of basic, standard design and materials; full dentures may be obtained from either a dentist or licensed dental mechanic; partial dentures may only be obtained from a dentist
- **crowns and bridges (fixed prosthetics)** - artificial replacement of missing teeth with a crown or bridge

Orthodontic Services

- 60% of braces up to a lifetime maximum of $2,750 per person with no run-offs for claims after termination of employment
- costs of lost or stolen braces are not eligible for payment
- pre-approval by the carrier is a requirement

Exclusions

- cosmetic dentistry, temporary dentistry, oral hygiene instruction, tissue grafts, drugs and medicines
- treatment covered by WorkSafeBC, BC Medical Services Plan or other publicly supported plans
- services required as a result of an accident for which a third party is responsible
- charges for completing forms
- implants
- fees in excess of the carrier Dental Fee Schedule No. 2 or fees for services which are not set out in the Dental Fee Schedule
- expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act
- expenses resulting from intentionally self-inflicted injuries, while sane or insane
- charges for unkept appointments
- charges necessitated as a result of a change of dentist, except in special circumstances
- room charges and some anaesthetics
- expenses incurred prior to eligibility date or following termination of coverage
- charges for services related to the functioning or structure of the jaw, jaw muscle, or temporomandibular joint
- expenses for a dental accident that are paid or payable by the employee's extended health plan

Continuation of Coverage

- the Employer will continue to pay the Dental contributions while the employee is receiving sick pay, is on maternity or parental leave, or during the first 20 work shifts in any calendar year of unpaid leave
- coverage can continue while an employee is on an unpaid leave, if the employee pays 100% of the contributions
- while an employee receives LTD benefits from the Plan, the employee can elect to continue Medical, Dental and Extended Health benefits as long as the employee remains an employee and pays 50% of the contributions to the Employer monthly in advance; such an election must be made at the time the employee's LTD claim is accepted or at any time while in receipt of LTD benefits as long as proof of continuous alternate coverage can be provided by the employee

Termination of Coverage

Coverage ceases at the end of the calendar month in which the employee:

- terminates employment
- retires
- commences an unpaid leave beyond 20 work shifts in any calendar year and employee elects not to pay contributions or elects to pay contributions and then stops paying them until their return to work
- transfers to an ineligible status
- is laid off

EXTENDED HEALTH PLAN *(note that the parties' intention is to improve some of the terms of the extended health care plan, in particular removing the $10/visit maximum associated with the paramedical services identified below, effective April 1, 2021)*

Premiums

- 100% employer-paid

Eligibility

- regular full-time and regular part-time employees scheduled to work 20 regular hours or more per week except as provided in MOA #6 (Re: Health and Welfare Benefits Entitlement Threshold)
- enrolment is a mandatory condition of employment

Dual Coverage Restriction

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

Dependants

- husband, wife, common-law spouse (spousal partners who have co-habited for a period of not less than one year)
- unmarried children until the end of the month in which they turn the age of 19 years, if they are mainly dependent on and living with the employee or the employee's spouse

- unmarried children until the end of the month in which they turn the age of 25 years, if they are in full-time attendance at a recognized school, college or university, if mainly dependent on the employee or the employee's spouse
- unmarried physically or mentally handicapped children to any age, if mainly dependent on and living with the employee or the employee's spouse

Effective Date

- first day of the month following the month in which the employee successfully completes their probation or trial period not to exceed three months

Benefit Provisions

- deductible of $45 per person or family per calendar year
- Direct Pay card must be provided for prescription medications
- prescription drug charges are tied to Pharmacare
- eligible expenses are reimbursed at 80% of eligible expenses for the first $1,000 in a calendar year; 100% of eligible expenses over $1,000 in a calendar year; 100% of eligible out-of-province/out-of-country emergency expenses
- lifetime maximums per person are unlimited
- a central dispensary for maintenance drugs will be implemented for Employers with Community Services Benefits Trust (CSBT)

Eligible Expenses

- **acupuncturist** - fees of an approved acupuncturist up to 80% of $500/person/calendar year
- **ambulance** - in an emergency from the place where the sickness/injury occurs to the closest acute care hospital with adequate facilities to provide the required treatment (including transportation by railroad, boat, airplane, or air-ambulance in an acute emergency); includes round trip fare for one attending person (doctor, nurse, first aid attendant) where necessary
- **chiropractor** - fees of a registered chiropractor up to 80% of $500/person/calendar year excluding the cost of x-rays taken by the chiropractor; reimbursed at 80% of $10/visit for the first 12 visits/calendar year (15 visits for age 65 and older)
- **dentist** - fees for repairs, including replacement, of natural teeth which have been injured accidentally; treatment must occur within one year of the date of the accident; orthodontic services, amounts paid by a dental benefit or charges exceeding the carrier dental fee schedule are not covered
- **diabetic supplies and equipment** - needles, syringes and testing supplies; blood glucose monitors (lifetime maximum of 80% of $250); insulin infusion pumps when basic methods are not feasible (physician's letter required); carrier pre-approval required for expenses in excess of 80% of $5,000
- **employment medicals** - charges of a physician for medical examinations required by statute or regulation of government for employment purposes, if charges not paid by the Employer
- **hearing aids** - effective April 1, 2013 cost of purchasing hearing aids (including devices and accessories) when prescribed by a certified ear, nose and throat specialist; $1,000 per adult every 48 months; $1,000 per child every 24 months; includes repairs; excludes payment for maintenance, batteries, re-charging devices or other accessories

- **hospital room charges** - charges for occupying a private or semi-private room in an acute care hospital; excludes rental of television, telephone, etc.
- **massage therapist** - fees of a registered massage therapist up to 80% of $500/person/calendar year; reimbursed at 80% of $10/visit for the first 12 visits/calendar year (15 visits for age 65 and older)
- **medical equipment rental** - rental costs unless purchase is more economical of durable medical equipment including hospital beds; wheelchairs or scooters are eligible expenses if certified by a physician that appliances are the sole means of mobility; electric wheelchairs covered only when certified by a physician that the patient cannot operate a manual chair; TENS and TEMS when prescribed by a physician; carrier pre-approval required for expenses in excess of 80% of $5,000
- **naturopathic physician** - fees of a registered naturopathic physician up to 80% of $500/person/ calendar year excluding the cost of testing and/or x-rays taken by the physician; reimbursed at 80% of $10/visit for the first 12 visits/calendar year (15 visits for age 65 and older)
- **orthopaedic shoes** - shoes intended to modify or correct a disability or custom-made orthotics up to 80% of $500/adult/year and 80% of $300/child/year; must be prescribed by a physician or podiatrist
- **out-of-province/out-of-country emergencies** - when ordered by an attending physician: ambulance services; hospital room charges; charges for services and supplies when confined as a patient or treated in a hospital, to a maximum of 90 days; services of a physician, laboratory and x-ray services; prescription drugs to alleviate an acute medical condition; other emergency services and/or supplies that the carrier would cover in British Columbia
- **paramedical items and prosthetic devices** - oxygen, blood, blood plasma, artificial limbs or eyes, crutches, splints, casts, trusses, braces and ostomy or ileostomy supplies
- **physiotherapist** - fees of a registered physiotherapist up to 80% of $500/person/calendar year; reimbursed at 80% of $10/visit for the first 12 visits/calendar year (15 visits for age 65 and older)
- **podiatrist** - fees of a registered podiatrist up to 80% of $500/person/calendar year excluding the costs of x-rays taken by the podiatrist; reimbursed at 80% of $10/visit for the first 12 visits/calendar year (15 visits for age 65 and older)
- **prescription drugs** - cost of prescription drugs purchased from a licensed pharmacy excluding oral contraceptives, contraceptive devices, erectile dysfunction drugs, preventative vaccines, vitamin injections, food supplements, non-prescription drugs, drugs which have not been authorized for payment by the Director of the Pharmacare program (effective April 1, 2016, oral contraceptives are to be removed from the excluded list above)
- **psychologist** - fees of a registered psychologist, registered clinical counsellor or registered social worker up to a combined annual maximum of 80% of $500/person/calendar year
- **registered nurse** - fees of a registered nurse (not related to the employee) for special duty nursing in acute cases outside of the hospital and when recommended by a physician
- **speech therapist** - fees of a registered speech therapist, when referred by a physician, up to 80% of $500/person/calendar year
- **surgical stockings and brassieres** - two pairs of stockings/person/calendar year; one brassiere/person/calendar year when required as a result of medical treatment for injury or illness

- **vision care** - cost of prescribed eyeglasses and/or frames and/or prescribed contact lenses to a maximum of 80% of $225/person every 24 months
- **vision care** - effective April 1, 2017, cost of eye exams to a maximum of $100/person every 24 months
- **vision care** - effective April 1, 2017, cost of prescribed eyeglasses or equivalent corrective laser surgery to a maximum of 80% of $350 /person every 24 months
- **wigs and hairpieces** - when required as a result of medical treatment or injury to a lifetime maximum of 80% of $500/person
- **worldwide emergency medical assistance** - emergency medical referral services for travellers

Exclusions

- charges for benefits, care or services payable by or under the BC Medical Services Plan, Pharmacare, Hospital Programs, or any public or tax supported agency
- charges for benefits, care or services payable by or under any other authority such as ICBC, travel insurance plans, etc.
- charges for a physician except as described under Eligible Expenses for out-of-province/out-of-country emergencies
- charges for dental services except as described under Eligible Expenses for a dentist
- expenses contributed to, or caused by, occupational disabilities which are covered by WorkSafeBC
- charges for services and supplies of an elective (cosmetic) nature
- expenses resulting from war or an act of war, participation in a riot or civil insurrection, or commission of an unlawful act
- expenses resulting from an injury or illness which was intentionally self-inflicted, while sane or insane
- any portion of a specialist's fee not allowable under the BC Medical Services Plan due to non-referral, or any amount of fees charged by any practitioner in excess of the recognized fees for such service
- charges for batteries and re-charging devices
- expenses relating to the repatriation of a deceased employee and/or dependant
- expenses incurred by a pregnant person while travelling outside of Canada within 21 days of the expected delivery date
- expenses related to eye examinations

Continuation of Coverage

- the Employer will continue to pay the Extended Health contributions while the employee is receiving sick pay, is on maternity or parental leave, or during the first 20 work shifts in any calendar year of unpaid leave
- coverage can continue while an employee is on an unpaid leave, if the employee pays 100% of the contributions
- while an employee receives LTD benefits from the Plan, the employee can elect to continue Medical, Dental and Extended Health benefits as long as the employee remains an employee and pays 50% of the contributions to the Employer monthly in advance; such an election must

be made at the time the employee's LTD claim is accepted or at any time while in receipt of LTD benefits as long as proof of continuous alternate coverage can be provided by the employee

Termination of Coverage

Coverage ceases at the end of the calendar month in which the employee:

- terminates employment
- retires
- commences an unpaid leave beyond 20 work shifts in any calendar year and employee elects not to pay contributions or elects to pay contributions and then stops paying them until their return to work
- transfers to an ineligible status
- is laid off

INFORMATION APPENDIX B
Unsafe Work

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

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

3.12 Procedure for Refusal

(1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

(2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to Subsection (1) must immediately report the circumstances of the unsafe condition to their supervisor or Employer.

(3) A supervisor or employer receiving a report made under Subsection (2) must immediately investigate the matter and

(i) ensure that any unsafe condition is remedied without delay, or

(ii) if in their opinion the report is not valid, must so inform the person who made the report.

(4) If the procedure under Subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or Employer must investigate the matter in the presence of the worker who made the report and in the presence of

(i) a worker member of the joint committee,

(ii) a worker who is selected by a trade union representing the worker, or

(iii) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.

(5) If the investigation under Subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the Employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

3.13 No Discriminatory Action

(1) A worker must not be subject to discriminatory action as defined in Section 150 of Part 3 of the *Workers Compensation Act* because the worker has acted in compliance with Section 3.12 or with an order made by an officer.

(2) Temporary assignment to alternative work at no loss in pay to the worker until the matter in Section 3.12 is resolved is deemed not to constitute discriminatory action.

Note: The prohibition against discriminatory action is established in the Workers Compensation Act, Part 3, Division 6, Sections 150 through 153. These sections of the Act are reproduced in the Introduction to the print version of Book 1 of the Occupational Health and Safety Regulation, on pages xviii-xix.

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INFORMATION APPENDIX C
Maintenance Agreement and Classification Manual

MAINTENANCE AGREEMENT

Preamble

Whereas the parties agree to Section 5 of the Munroe Recommendations ("*Munroe*") and the Memorandum of Agreement on Job Evaluation Plan, the parties agree to the following Maintenance Agreement, including the Classification Manual ("*this agreement*").

1. Introduction

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

2. Coverage

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

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

3. Existing Rights

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

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

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

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

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

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

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

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

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

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

4. Benchmark Class Specifications and Joint Job Evaluation Plan

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

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

5. Job Descriptions

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

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

5.3 All job descriptions will include:

(a) job title
(b) benchmark to which the job has been classified
(c) point value rating and the rating rationale in the case of unique jobs
(d) classification grid
(e) job summary
(f) listing of the typical job duties
(g) qualifications required by the Employer.

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

6. Classification of New Jobs and Changes to Existing Jobs

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

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

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

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

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

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

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

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

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

7. Dispute Resolution Process

7.1 The Classification Arbitrators Rick Coleman, John Hall and Julie Nichols have been mutually agreed to by CSSEA and the CSSBA. By mutual agreement between the parties another classification arbitrator may be named.

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

7.3 CSSEA and the CSSBA will make every effort to agree to the expedited arbitration process to resolve disputes. The parties recognize that where the matter is precedential, results in the

development of a new benchmark or where the parties are unable to agree, the matter will be resolved using a full arbitration process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

revised benchmark, with jurisdiction limited to existing classification grids and wage rates. The Classification Arbitrator will not have the jurisdiction to establish new wage rates or classification grids.

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

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

8. Pay Adjustments

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

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

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

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

8.3 Where the rate of pay of a job is adjusted downward, the employee will continue to be paid at the employee's current rate of pay until the wage rate in the new job equals or exceeds it.

9. Definitions

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

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

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

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

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

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

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

(h) *CSSBA*: Community Social Services Bargaining Association.

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

CLASSIFICATION MANUAL

1. Introduction

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

2. Benchmarks

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

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

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

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

3. Format of Benchmarks

3.1 *Job Families*

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

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

3.2 *Benchmark Title*

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

Job Family:	Administrative and Finance
Benchmark Title:	Receptionist/General Office Clerk
Benchmark Title:	Bookkeeper

3.3 *Benchmark Duties*

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

(b) The listing of typical duties identified on a benchmark is not intended to be exhaustive or all-encompassing. Job duties or responsibilities that are not specifically mentioned in the relevant benchmark are deemed to be encompassed by that benchmark if that job duty or responsibility

is essentially similar to the benchmark in terms of scope and level of responsibility, as described in the job summary.

3.4 *Benchmark Qualifications*

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

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

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

4. Unique Jobs

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

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

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

5. Wage Rate

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

Benchmark Title: Residence Worker classification grid:10

6. Principles of Classification

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

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

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

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

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

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

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

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

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

6.10 Layering Over: Supervisors and lead hands must be compensated at a rate higher than those they supervise or lead. Where this cannot be accomplished by classification to an existing benchmark, positions designated as layered over will be compensated at a rate of two additional grids above the highest position supervised for positions at pay grade 12 or below OR one additional grid for those positions at pay grade 13 or above. A supervisor or lead hand, for the purpose of this article, is defined as a worker who reviews, assigns and monitors the work of other assigned workers.

SCHEDULE A

Benchmark Class Specifications and Job Families

Administrative, Finance & Technical

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

Counsellors & Consultants

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

Front Line Workers

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

Graduate Degrees & Licensed Professionals

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

Operation Support

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

Supervisors & Coordinators
Crisis Line Coordinator, Program Coordinator 1, Program Coordinator 2, Residence Coordinator, Volunteer Coordinator

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INFORMATION APPENDIX D
Continuity of Service and Employment Memorandum

Definitions

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

In the MOU:

"*CLBC*" means Community Living British Columbia.

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

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

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

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

General Principles

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

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

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

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

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

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

Service and Employment Continuity

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

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

(a) with CSSEA member, or

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

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

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

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

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

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

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

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

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

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

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

This Memorandum of Agreement is subject to the ratification by CSSEA and CSSBA of their tentative agreements pursuant to their Memorandum dated June 13, 2018.

INFORMATION APPENDIX E
Indigenous Alternate Dispute Resolution Process Guidelines

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

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

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

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

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

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

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

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

Benefits of IADRP

Some of the benefits of IADRP are that it:

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

INFORMATION APPENDIX F
List of Certifications in Each Bargaining Unit

Indigenous Services Agency	Union
Haida Child and Family Services Society	BCGEU
Island Métis Family & Community Services Society	BCGEU
La Société de les Enfants Michif (Métis Family Services)	BCGEU
Lii Michif Otipemisiwak, Family & Community Services Society	BCGEU
Northwest Inter-Nation Family and Community Services Society	BCGEU
Vancouver Aboriginal Child and Family Services Society	BCGEU

INFORMATION APPENDIX G
Contact Information for Unions and CSSEA

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

Area Office	Address	Phone	Fax	Web Page
Headquarters	4911 Canada Way Burnaby V5G 3W3	604-291-9611 1-800-663-1674	604-291-6030 1-800-946-0244	www.bcgeu.ca
Victoria	2994 Douglas Street Victoria V8T 4N4	250-388-9948 1-800-667-1033	250-384-8060 1-800-946-0246	
North Island	#106-1650 N. Terminal Avenue Nanaimo V9S 0A2	250-824-0825 1-800-667-1997	250-740-0070 1-800-946-0247	
Lower Mainland	#130 – 2920 Virtual Way Vancouver V5M 0C4	604-215-1499 1-888-238-0239	604-215-1410 1-800-946-0248	
Fraser Valley	8555 198A Street Langley V2Y 0A9	604-882-0111 1-800-667-1103	604-882-5032 1-800-946-0249	
Kamloops	158 Oriole Road Kamloops V2C 4N7	250-372-8223 1-800-667-0054	250-372-1782 1-800-946-0250	
Cariboo	107A First Avenue North Williams Lake V2G 1Y7	250-392-6586 1-800-667-9244	250-392-5582 1-800-946-0251	
Okanagan	1064 Borden Avenue Kelowna V1Y 6A8	250-763-6405 1-800-667-1132	250-763-9233 1-800-946-0252	
East Kootenay	46 – 7th Avenue South Cranbrook V1C 2J1	250-426-5459 1-800-667-1203	250-489-4700 1-800-946-0253	
West Kootenay	2316 Columbia Avenue Castlegar V1N 2X1	250-365-9979 1-800-667-1061	250-365-9971 1-800-946-0254	
Peace River	10147 – 100th Avenue Fort St. John V1J 1Y7	250-785-6185 1-800-667-0788	250-785-0048 1-800-946-0255	
Prince George	500 Quebec Street Prince George V2L 0C6	250-563-1116 1-800-667-8772	250-562-9012 1-800-946-0257	
Northwest	4600 Lazelle Avenue Terrace V8G 1S5	250-635-9126 1-800-665-1664	250-635-3588 1-800-946-0259	

Community Social Services Employers' Association (CSSEA)

Office	Address	Phone	Fax	Web Page
CSSEA	Suite 800, Two Bentall Centre 555 Burrard Street Vancouver, BC V7X 1M8	604-687-7220	604-687-7266	www.cssea.bc.ca

INFORMATION APPENDIX H
Shared Fact Sheet

GRIEVANCE FACT SHEET (Article 9)

The shop steward and the representative of the Employer shall fill out a "shared fact sheet" listing an agreed statement of facts. The "shared fact sheet" is on a "without prejudice" basis and shall not be referred to by either party in any third party proceedings.

PLEASE PRINT

Local _____ Grievance No._____

Agency Division:

Employer/Agency_____

Union_____

- ☐ Aboriginal Services
- ☐ Community Living Services
- ☐ General Services

1. GRIEVOR

Name _____ Program/Site_____

Job/Position_____ Wage Rate _____

Seniority_____

Present position from (date) _____

Status ☐ Full-time ☐ Part-time ☐ Casual

SUPERVISOR OR OTHER MANAGEMENT INVOLVED IN THE GRIEVANCE

Name_____

Program/Site_____ Job Title_____

2. WHAT IS GRIEVANCE ABOUT?

☐ Contract Violation ☐ Safety Regulations ☐ Discipline ☐ Past Practice

☐ Human Rights ☐ Local Issue MOA ☐ Other

(The above are examples and are not meant to be an exhaustive list)

ISSUE: _____

_____

3. DOES IT AFFECT A GROUP OF EMPLOYEES? YES ☐ NO ☐ UNSURE ☐

WHO? (LIST THOSE AFFECTED)

4. IS THIS AN ISSUE THAT COULD HAVE SECTOR WIDE IMPLICATIONS?

YES ☐ NO ☐ UNSURE ☐

COMMENTS:

5. GRIEVANCE DETAILS:

Grievance steps (When did the meetings take place? Who was there?) Step 1
Step 2

6. DATE AND TIME GRIEVANCE BEGAN, HOW OFTEN, AND HOW LONG:

7. WHERE DID THE GRIEVANCE OCCUR? EXACT LOCATION (SITE, PROGRAM, FLOOR, BUILDING, ETC.) & INCLUDE A DIAGRAM, SKETCH OR PHOTO IF HELPFUL:

8. LIST DISCIPLINARY HISTORY:
(IF APPLICABLE)

9. UNION'S POSITION - ADJUSTMENTS NEEDED TO REMEDY OR CORRECT SITUATION:

10. EMPLOYER'S POSITION - ADJUSTMENTS NEEDED TO REMEDY OR CORRECT SITUATION:

11. ANY ADDITIONAL AGREED TO FACTS (review checklist):

_____

_____

_____

_____

_____

_____

_____

12. SUPPORTING DOCUMENTS (REVIEW CHECK LIST) SENIORITY LIST, WAGE SCHEDULE, PERSONNEL FILE DOCUMENTATION, SCHEDULES, EMPLOYER POLICY, JOB POSTING, ETC.:

_____

_____

_____

_____

_____

_____

_____

DATE _____

SIGNATURE _____
STEWARD OR COMMITTEE MEMBER

SIGNATURE _____
EMPLOYER REPRESENTATIVE

***REVIEW CHECKLIST TO ENSURE ALL RELEVANT INFORMATION AND DOCUMENTS ARE ENCLOSED**

ADDITONAL COMMENTS:

NOTE: THIS SPACE SHOULD BE USED FOR COMMENTS THE SHOP STEWARD OR EMPLOYER REPRESENTATIVE WANT TO MAKE AFTER THE "SHARED" PORTION IS COMPLETED. THIS SECTION WILL NOT BE SHARED WITH THE OTHER PARTY.

DATED: _____

Checklist for Grievance Investigation

Have these points been covered and entered on the fact sheet?

DISCHARGE AND PENALTIES

1. Discipline/discharge — type and reason(s)
2. Complete statement of events leading to discipline
3. Date and time (important to document)
4. Supervisor's name
5. Name, address, phone and statement of witness (if any)
6. Employee's record
7. Print or diagram of area (if applicable)
8. All correspondence concerning grievance
9. Articles violated

JOB POSTING

1. Grievor's classification and seniority
2. Grievor's previous classifications
3. What grievor was temporarily promoted to
4. Date of promotions (if any)
5. Pay stubs if applicable
6. Grievor's experience in vacancy requested
7. Name and seniority of employee awarded job
8. Posting and grievor's application
9. Articles violated
10. Job description and benchmark
11. Interview Scores

JOB POSTINGS (Improper or Non-posting)

1. Classification of vacancy
2. Area vacancy existed
3. Name of employee who held vacant position.
4. Employee's name promoted to fill vacancy
5. Start date/end date of vacancy
6. Copy of request that prompted vacancy

IMPROPER PAY (Work Assignment)

1. Grievor's regular posted classification
2. Grievor's regular work assignment
3. Grievor's assignment on day in question
4. Name of employees who worked in grievor's place (if any)
5. Date of grievor's last posting
6. Safety involved (if any)
7. Rate of pay applicable to assignment
8. Exact work performed by grievor and instructions from supervisor
9. Articles violated

OVERTIME

1. Grievor's classification
2. Shift or work group
3. Date and shift overtime was scheduled
4. Classification scheduled for overtime
5. Employee's name/classification who worked
6. Record of overtime from supervisor's book
7. The actual work that was performed
8. Articles violated
9. Copy of schedule

STATUTORY HOLIDAY

1. Same as overtime
2. Seniority of grievor
3. Seniority of employees who did work

VACATIONS

1. Seniority
2. Time requested
3. Time allotted
4. Number of employees in work group
5. Article violated

BARGAINING UNIT WORK

1. Name of personnel doing the work
2. Type of work performed
3. Amount of time worked
4. Area where work done
5. Grievor's classification
6. Availability of grievor

LEAVE OF ABSENCE

1. Type of leave requested
2. Date of request, date of denial
3. Reason for request/denial
4. Employer's policy regarding this type of leave
5. Past practice in similar cases
6. Name of supervisor
7. Details of request/denial made verbally (if not in writing)
8. Articles violated
9. All correspondence concerning grievance

CASUAL SENIORITY

1. Articles of collective agreement that apply
2. All correspondence regarding grievance
3. Details of vacancy: dates, job position, work location
4. Name and position of employee whose job became vacant
5. Name and seniority date of person who was awarded the position

6. Date employer became aware of vacancy
7. Employer's explanation of why grievor was not awarded the position
8. Copy of the casual registry for the department involved
9. Copy of the telephone log
10. Date and time call made to grievor, name and position of person who made call

SICK LEAVE

1. Date(s) requested
2. What reasons did employee give?
3. What was the employer's response?
4. Was a medical note required?
5. Was it provided? (attach copy)
6. Why was the note not acceptable?
7. Does the employer have sick leave policy?
8. Was the grievor aware of the policy? If not, why?
9. Does the grievor have accumulated unused sick leave? How much?
10. Is the employer relying on the grievor's previous sick leave record? Why?

GENERAL

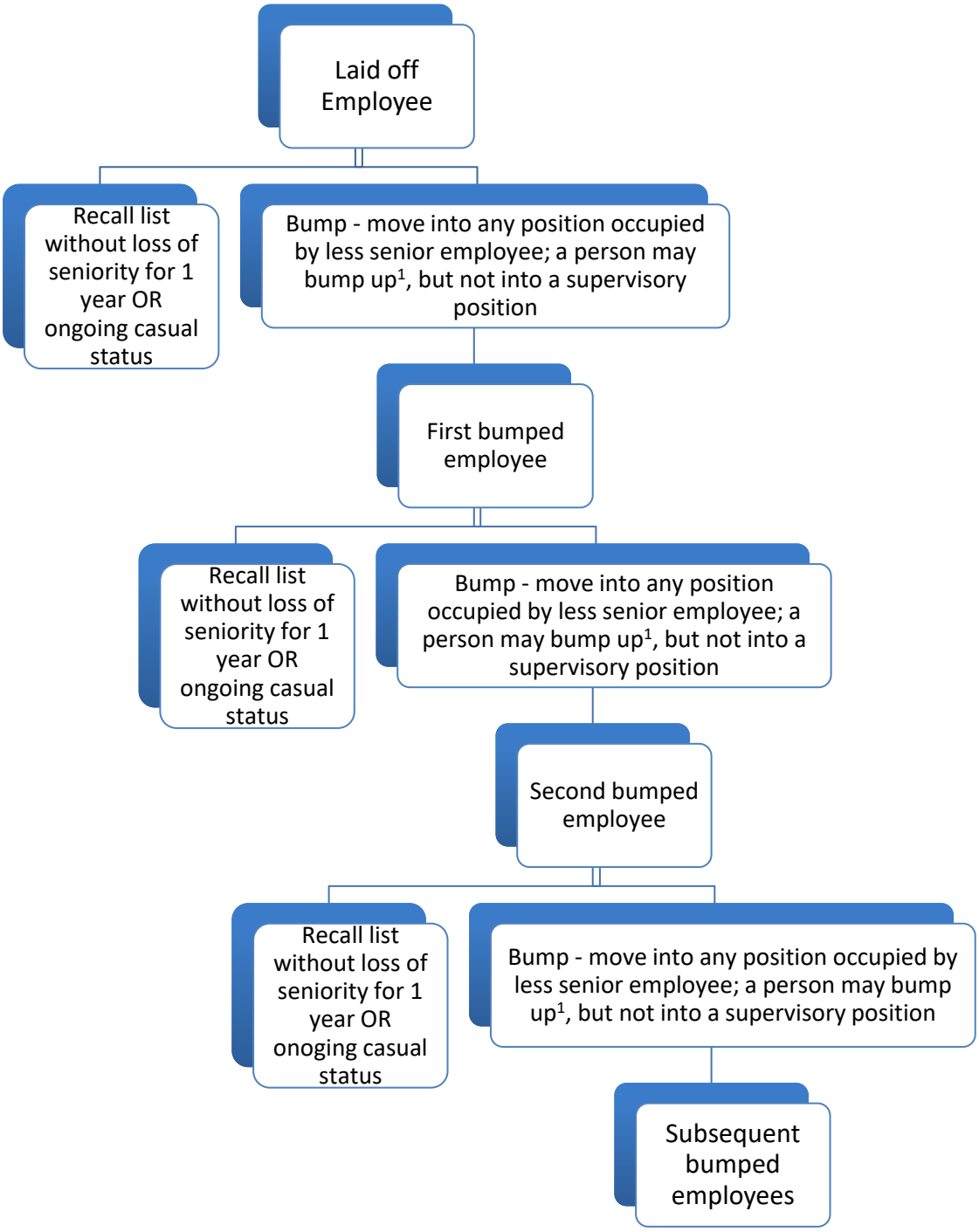
1. It is important that the details/facts of the grievance be recorded for future reference.
2. Don't trust your memory, facts get lost with time.
3. Obtain copies of all the documents, e.g. postings, policies, letters of discipline, schedules, logs etc.
4. Fill out all areas as completely as possible.

INFORMATION APPENDIX I
Information Required for Article 13.4 - Bumping

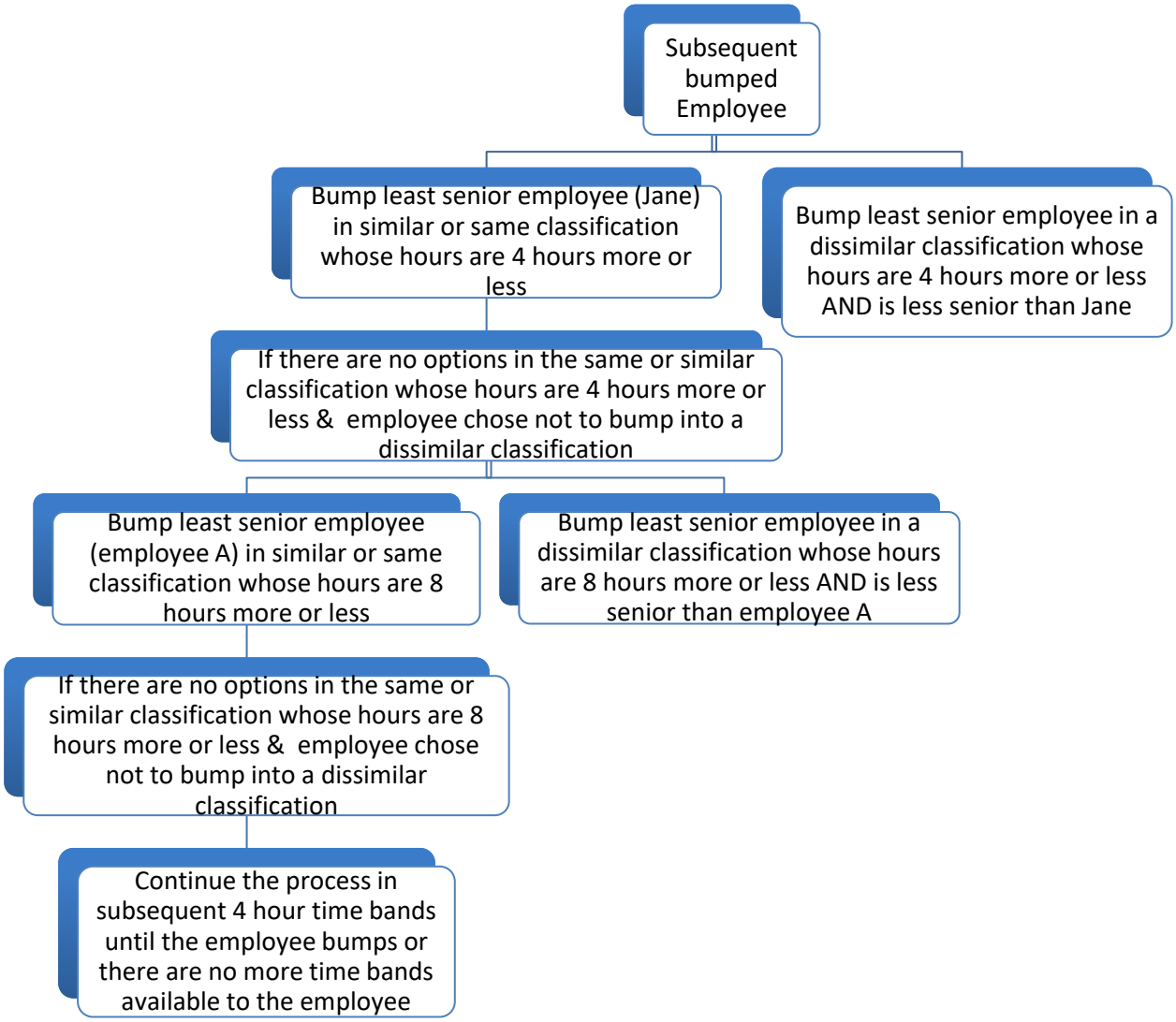
The Employer will provide to the affected employee the following information:

1. Name,
2. Seniority,
3. Nature of position (regular full-time, regular part-time, temporary full-time, temporary part-time),
4. Classification (in accordance with Appendix A - Wage Grid),
5. Grid level (in accordance with Appendix A - Wage Grid),
6. Program or location,
7. Current shift schedule, including hours per week, and
8. Employer contact information.

Flowcharts Illustrating Article 13 Layoff and Recall



- An employee can only bump into positions that are occupied by employees with less seniority
- An employee can only bump into positions for which they are qualified to satisfactorily perform the work
- This chart refers to bumping rights only - any employee provided with layoff notice can also choose to go on to the recall list without loss of seniority OR to go on to the casual list instead of bumping.



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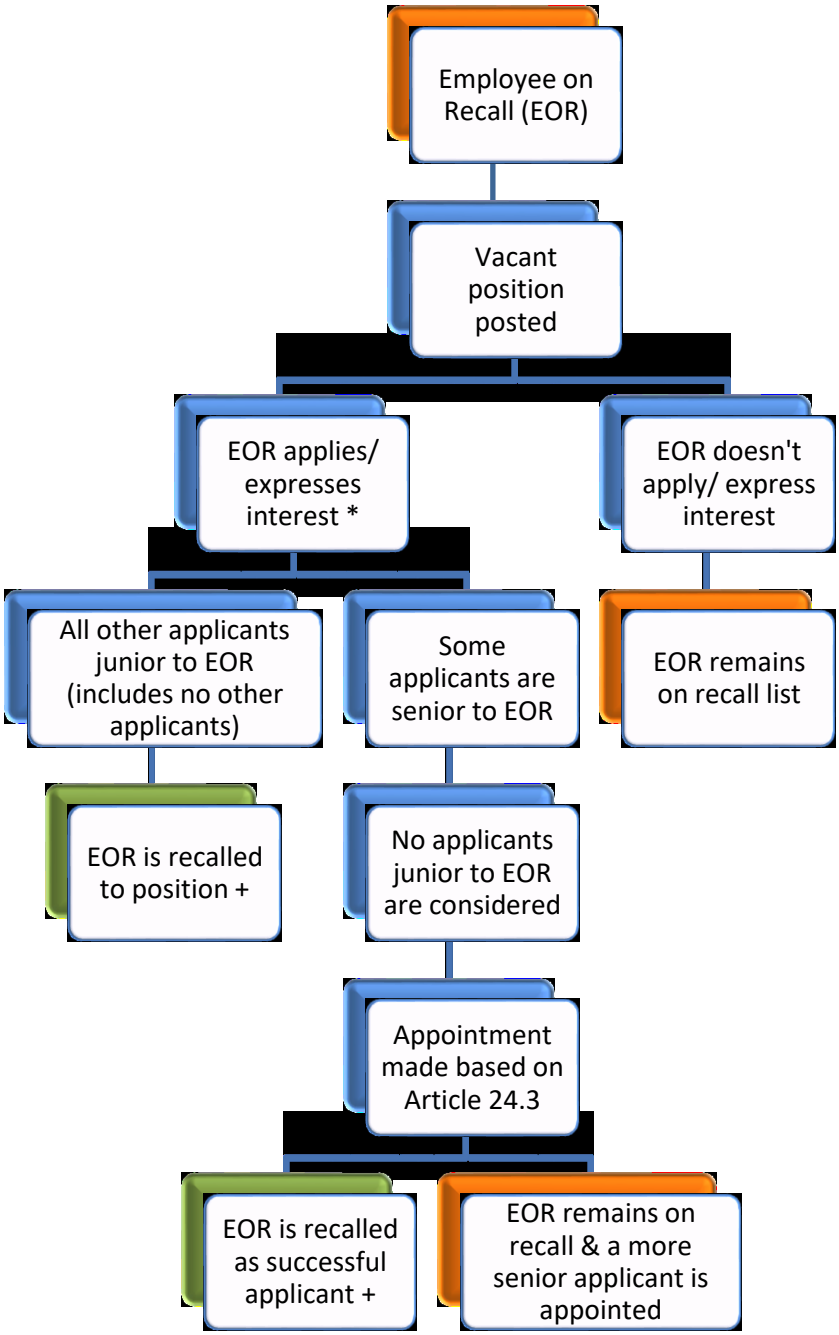

*An EOR is only considered for positions for which they are qualified and able to perform the work. An employee on recall may choose to leave a letter with their employer identifying which positions, should they become vacant, they want to be considered for.

+ Employees on recall who are recalled to a position and don't fulfill the trial period as per Clause 24.5 - Trial Period are returned to the recall list for the remainder of their one year recall period.

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Note to users: article and section numbers are listed at the end of each entry. Page numbers appear at the end of the dotted line. MOA = Memorandum of Agreement. App = Appendix.

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