

BCGEU STEWARD'S GUIDE

Community Living Services Collective Agreement

and

General Services Collective Agreement

Effective from April 1, 2019 to March 31, 2022

BCGEU STEWARD'S GUIDE TO THE COLLECTIVE AGREEMENT 2022

COMMUNITY LIVING SERVICES COLLECTIVE AGREEMENT and GENERAL SERVICES COLLECTIVE AGREEMENT

Message from the President:

Stewards are the backbone of any union and in the BCGEU we are continuing to work at providing more information and services so you can do your job as a workplace leader.

A key part of the information sharing has been the development of steward information on our website (www.bcgeu.ca). A couple of popular features for stewards have been *The Steward* and the link to "Arbitrations of Interest" which provides summaries of major arbitrations illustrating how the union argues on behalf of its members.

I am hoping you find the Stewards Guide to be an useful information resource when assisting members. Please feel free to pass on your thoughts and feedback about this guide. Just send an e-mail to: steward@bcgeu.ca.

A reminder if we do not have your e-mail or latest contact details please go the Union's web site (www.bcgeu.ca) and click on the "New Member Overview" link in the box on the right side of the page. Then on the bottom click "Subscribe to BCGEU email" where you can update your contact details, including your e-mail address.

Thank you for the very important work you do on behalf of the members.

Stephanie Smith
BCGEU President

Information about the Community Social Services Sector and its workers:

Mandate of the Community Social Services Bargaining Association (commonly known as the Union Bargaining Association or UBA or CSSBA):

To conduct collective bargaining on behalf of all unionized workers in the community social services sector in British Columbia.

Established:

June 19, 2003 by the *Community Services Labour Relations Act* (Bill 61)

Members Unions (10):

B.C. Government and Services Employees' Union [BCGEU]
Canadian Union of Public Employees [CUPE]
Hospital Employees' Union [HEU]
Health Sciences Association of British Columbia [HSA]
United Steelworkers of America [USWA]
United Food and Commercial Workers International Union [UFCW]
Construction and Specialized Workers' Union [CSWU]
Christian Labour Association of Canada [CLAC]
British Columbia Nurses' Union [BCNU]
Service Employees' International Union [SEIU]

Total Workers Represented:

Approx. 15,300

Employers' Bargaining Agent:

Community Social Services Employers' Association (CSSEA)

Current Collective Agreement Expires

March 31, 2022

Description of Community Social Services Sector:

Community social services workers provide services to women, Indigenous peoples, children and families, youth, and people with physical or developmental disabilities. This includes: staffing group homes for people with developmental disabilities; counselling, support and parental guidance to children and parents; life skills training; helping immigrant families adjust; staffing transition houses' providing counselling, advocacy and support for victims of violence' providing assistance and support to Indigenous families and communities.

Purpose of Steward's Guide

This Steward's Guide is a resource for stewards and local executive members to help you when giving advice to members who have concerns regarding articles of the collective agreement and when in discussions with the Employer.

Communications between stewards and members relating to existing or potential grievances are confidential and subject to privilege. Information contained in a grievance is confidential and not to be disclosed to any person.

Approach

The text of the collective agreement articles is in bold font and the interpretations of the articles are contained in text boxes throughout the articles and addenda of this guide.

The interpretations have been derived from BCGEU and other unions' arbitrations, the UBA policy arbitrations, and are general guidelines to the application of the articles. Individual grievances may vary by the facts, and the Steward's Guide is provided only as a guideline to assist stewards when assisting members.

The Steward's Guide also provides the following:

1. Summaries of arbitrations related to specific articles in the collective agreement.
2. Tips & Checklists for grievances – these help stewards to obtain the information they need to assist a member in filing a grievance.
3. Other documents negotiated between the BCGEU, CSSBA and CSSEA.
4. Other general information.
5. Links to websites that can assist members to obtain additional information.

Note: There is a separate collective agreement for Indigenous Services.

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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.

Interpretation

- The parties to this agreement are the Community Social Services Bargaining Association of Unions (CSSBA) and the Community Social Services Employers' Association (CSSEA).
- The CSSBA is an association comprised of the unions covered by this agreement and the CSSEA is an association comprised of the employers/ agencies covered by this agreement.
- Clause 1.1 acknowledges the mutual commitment of the CSSBA and CSSEA to establish a cooperative and respectful working relationship.
- It also confirms that the parties will abide by the terms and conditions set out in the collective agreement.

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).

Interpretation

- If legislation comes into effect that changes any specific provision of the collective agreement or makes an article null and void, then the parties will try to negotiate a mutually agreeable new provision to replace it.
- If mutual agreement cannot be achieved, then the matter is referred to an arbitrator.
- Any provision in the collective agreement that is not affected by a change in legislation remains unchanged.

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.

Interpretation

- A "regulation" made by the Employer usually refers to a "Policy & Procedure" that the Employer has created and is trying to implement.
- If any policy or procedure conflicts with any article in the collective agreement, the collective agreement overrides the Employer's Policy & Procedure.

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.

Interpretation

- The Employer and the Union support the *Human Rights Code* of BC. (www.bchrt.gov.bc.ca)
- The parties agree to promote understanding and mutual respect such that all people should be treated equal with dignity and respect.
- If an employee comes to a steward with a complaint of discrimination the steward should seek advice from a staff representative about how to best address the complaint.

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).

Interpretation**Employees:**

- There are three types of employees; full-time, part-time and casual.
- Full-time employees have the right to additional hours up to the straight-time maximum as per the Local Issues agreement, prior to a casual employee being called in to work.
- Part-time employees are entitled to the right to additional hours prior to a casual employee being called into work.

Full-time:

- Employees' weekly hours of work are defined in their Local Issues agreement.
- Employees earn full benefits as per the collective agreement, including participating in the Municipal Pension Plan.

Part-time:

- A part-time employee is an employee who works a regular schedule less than full time hours of work.
- Employees earn 4.6% (Clause 17.11) for all hours worked regular and any additional hours up to the full-time maximum.
- Proration for benefits under the collective agreement is based on hours worked. Hours worked include statutory holidays, vacation, sick leave, and other paid leaves.
- Overtime worked, (Clause 16.1) is not included in the calculation of hours of work for the calculation of benefits (Clause 17.11).

Casual:

- Casual employees are employees who are hired by the Employer on an "*as and when needed basis*".
- There is no guarantee of hours, and casual employees are normally required to complete an availability sheet, indicating to the employer the days, and hours of the day the employee is able to be called in to work.
- Casual employees fill in for full and part-time employees during sick leave, unpaid leaves of absence; vacation and any other leave that maybe granted by the Employer.
- Article 30 outlines the status for casual employees.
- Clause 30.6 outlines the articles of the agreement that do not apply to casual employees.

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.
- (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.

Interpretation

- Definitions referred to above are used throughout the collective agreement.

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*.

Interpretation

- When an employer is certified by the BC Labour Relations Board, the Employer and the Union receive a copy of the certification.
- Each union certification is kept in File Registry of the BCGEU.
- An excluded employee is not in the bargaining unit and is excluded by agreement of the Union and Employer. If there is no agreement to an excluded position the union can file an application to the Labour Relations Board.
- After certification, all new employees hired are automatically included in the bargaining unit unless the Employer has requested an excluded position and the Union has agreed.

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.

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.

Interpretation

- This clause removes the Employer's ability to negotiate terms and conditions or settlements of grievances directly with employees except for routine applications of the collective agreement.
- Any agreement made contrary to this collective agreement between any employee or group of employees and the Employer is not enforceable.
- No one other than the UBA can negotiate a renewal of a collective agreement.

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.

Interpretation

- All correspondence should be sent to the President of the Union or designate.
- Designate refers to the staff representative assigned by the BCGEU.

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.

Interpretation

- No employee, group of employees, or the employer can enter into any agreement verbally or by written correspondence that would alter the terms and conditions set out in the collective agreement.
- If there is an agreement made, the agreement becomes null and void, and the collective agreement applies.

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.

Interpretation

- An Employer cannot discriminate against an employee who wishes to run for an elected union position, become a steward, member of joint labour/management committee, representative on the OHS committee or bargaining committee member.
- An Employer cannot discriminate against an employee for exercising their rights (such as filing a grievance).
- Employees are entitled to wear union pins and stickers at work subject to some restrictions depending on the content and size of the pins and stickers and the nature of the work. If an employee is asked to remove a pin or sticker they should do so and then grieve it.
- If an employee believes they are being discriminated against, the employee should contact their steward.
- A grievance can be filed as per Article 9 to resolve discrimination for union activity.

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.

Interpretation

- The Employer is not involved in the election of stewards and cannot appoint a steward.
- Stewards are elected by their co-workers in the bargaining unit at each worksite.
- The BCGEU sends out notice for nominations for the number of stewards for their worksite, which is posted at each worksite on the union bulletin board.
- Elections for stewards occur every three years or when there is a need for stewards.
- Upon election of a steward, the union notifies the employer in writing of the name of all stewards.
- A newly elected steward needs to complete a BCGEU Steward/Contact Information sheet and forward to the BCGEU local area office.
- When an employer calls a meeting, employees have the right to select an available steward from the worksite. The employer does not choose the steward who will attend a meeting with an employee.
- Clause 3.6 relates to union rights – how much time is reasonable to fulfil steward duties and the addition of a staff representative or local officer to represent a steward.

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.

Interpretation

- The Union can request an on-site union meeting.
- The Union should notify the Employer in advance to set up date and time of meeting

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.

Interpretation

- Bulletin boards should be in a general location for all employees to access.
- Bulletin boards designated as union boards, should only post BCGEU union business and will not be used by the Employer.
- Reflects the new technologies and their use by members for communications to the members.

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.

Interpretation

- Employees have the right to wear union provided pins.
- The Union can request union insignia to be placed on a window and/or the front door of the worksite, to notify the public that the worksite is a union shop.

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.

Interpretation

- When a steward or member is on a leave without pay, for any of the above noted reasons, the member will receive a Leave of Absence (LOA) form from the administration staff of the BCGEU.
- An employee requesting union leave must provide the BCGEU their number of work hours for each day of union leave requested.
- The employee is required to have the employer sign off on the LOA, and the employee is required to sign.
- The LOA is completed by the Employer and returned to the BCGEU for reimbursement of all hours while the employee was on leave.
- While on a LOA for any of the above reasons, the employee continues to accumulate seniority.
- Employees, who are on a day off, do not qualify for a paid leave.
- Employees who require a leave must have signed a membership card in order to receive a leave of absence.

(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.

Interpretation

- The Employer is responsible to pay a steward when assisting members as identified above, for the full amount of time, without loss of pay.

(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.

Interpretation

- When leave without pay is granted, the Union will provide a LOA form to be completed and submitted to the Union for reimbursement to the Employer.
- The employee will not have their pay interrupted while off on union leave.

(e) *Collective Bargaining*

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

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.

Interpretation

- If an employee reports to work and there is a picket line at their worksite by another union, employees have the right to refuse to cross the picket line without disciplinary action taken by the Employer against an employee.
- An employee who refuses to cross a picket line will be on a leave without pay.
- If there is a picket line, the members should contact their local BCGEU area office.

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.

Interpretation

- During a strike or lockout, if there is an emergency, members on the picket line may be required to enter the worksite to assist, as agreed to by the Union and Employer.
- A request to attend work for an emergency needs to be discussed with the picket captain that is assigned to your worksite during a strike or lockout.
- This interpretation does not include application of Essential Service orders or agreements.
- Our work has been declared an essential service under the *Labour Code* and before any strike or lockout can occur essential service staffing levels must either be agreed to or ordered by the Labour Relations Board.



**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

STEWARD/CONTACT INFORMATION SHEET

To ensure that you are set up in our records as a steward/
contact, the following information is required. Please complete
and forward to your area office as soon as possible.

Name: _____
(Surname) (Given name & middle initial)

BCGEU Membership No. or SIN.: _____

Home Address:	Name of Employer:
	Work Address: (NOT mailing address)
City:	City:
Postal Code:	Postal Code:
Phone:	Phone: Ext:
	Fax:
E-Mail Address (work or home):	

Specific Work Areas Represented:

(Actual location description, e.g. 2nd floor, kitchen, laundry, name of group home, a specific work address)

Work Location No.:

(if known)

_____	_____
_____	_____
_____	_____

Comp(s) represented: _____ Bulletin Boards: _____

You were elected: Steward ☐ Contact ☐ Date Elected: _____

Name of Steward/Contact you are replacing (if any): _____

After the above changes your work area will be represented by:

Steward Name(s) (please print)

Contact Name(s) (please print)

1. _____
2. _____
3. _____

1. _____
2. _____
3. _____

This form completed by: _____

Date: _____

FA-138/Model B
(please turn over)

Have you taken any of the following union educational courses?

	Yes / No	Yr. / Mo.
Stewards Course	_____	_____
Enhanced Stewards Course	_____	_____
Local Officers Course	_____	_____
Other <u>BCGEU</u> courses taken:	_____	
Other labour courses (<u>CLC</u> , etc.):	_____	



You should have received the following from the steward you have replaced. However, if you have not, please indicate below:

	Received	Needed
Steward's Manual	_____	_____
<u>BCGEU</u> Constitution	_____	_____
Grievance Forms	_____	_____
Membership Application Cards	_____	_____
<u>BCGEU</u> Decals	_____	_____
Change of Member Information Forms	_____	_____
Expense Claim Forms	_____	_____

For Area Office Use Only

Date Supplies Issued: _____

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.

Interpretation

- Once the BC Labour Relations Board issues a certification, all new employees hired into a bargaining unit position are required to become members 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.

Interpretation

- BCGEU union dues are currently 1.85% of gross salary and are deducted by the Employer on each paycheque an employee receives.
- All employees are required, as a condition of employment, to complete an "Authorization Form" to have union dues deducted by the Employer from their paycheques.

- All employees are required to sign a membership card.
- All dues taken off an employee's paycheque should be sent to the BCGEU no later than 28 days after deduction with the list of employee names and amount deducted.
- The Employer issues T4 slips to all employees, which includes the amount of union dues paid for the year.
- Union dues are an income tax deduction.
- The amount of union dues is decided during the BCGEU Constitutional Convention.

Union Dues Deduction Authorization Slip



UNION DUES DEDUCTION AUTHORIZATION SLIP

To be provided to your employer

I hereby authorize and request my employer to deduct from my salary each pay period, an amount equal to the current dues as established from time to time by the B.C. Government and Service Employees' Union, and any other amount pursuant to the Constitution as may be levied from time to time by the BCGEU, and to pay the sum(s) described to the BCGEU.

_____ Employee's Signature	_____ Address
_____ Employee's Name (please print)	_____ City
_____ Date	_____ Phone

MoveUP

FA-181
08.02.26

Membership Application Card



B.C. Government and Service Employees' Union
4911 Canada Way, Burnaby, BC V5G 3W3

604-291-9611 / 1-800-663-1674
www.bcgeu.ca

MEMBERSHIP APPLICATION

PERSONAL INFO

LEGAL LAST NAME (PLEASE PRINT) _____

FIRST NAME OR INITIALS (PLEASE PRINT) _____

PREFERRED NAME, if different from above _____

DATE OF BIRTH (MMM DD, YYYY) _____

☐ MALE ☐ FEMALE ☐ _____

HOME ADDRESS _____

CITY _____ POSTAL CODE _____

PERSONAL E-MAIL _____

HOME PHONE _____ CELL PHONE _____

STEWARD'S NAME (PLEASE PRINT) _____

STEWARD'S SIGNATURE _____

WORK INFO

EMPLOYER/MINISTRY _____

DEPARTMENT/BRANCH _____

JOB START DATE (MMM DD, YYYY) _____

WORK ADDRESS _____

CITY _____ POSTAL CODE _____

WORK PHONE _____

WORK E-MAIL _____

In applying for a membership I understand that the union intends to apply to be certified as my exclusive bargaining agent and to represent me in collective bargaining. I agree to the collection of this information to collect and manage dues, for research purposes, to facilitate communication between the union and me, and for any other purpose related to the administration of the union.

I pledge to review and abide by the Union's constitution and bylaws. A copy of the Union's constitution and bylaws are available at www.bcgeu.ca.

SIGNATURE OF APPLICANT _____

DATE OF APPLICATION _____

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.

Interpretation

- The Employer must introduce new employees to the steward within 10 days of hire.
- When acquainting the new employee with union membership, the stewards should provide a copy of the collective agreement and the BCGEU website address.
- The steward should ensure:
 1. newly hired employees have signed a membership card
 2. signed membership cards are forwarded to the local area office (postage paid envelopes are available from the local area office).
- Collective agreements can be found on-line at agreements.bcgeu.ca; enter your employer's name to find your agreement.

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.

Interpretation

- Employers have a duty to act fairly and reasonably when using their discretion under the collective agreement.
- Management has the right to manage the workplace and to have policies and procedures. See below for the leading case "KVP" on introducing rules in a worksite.
- Any new policy could be addressed at the labour/management meeting.

KVP Co. (1965) 16 LAC 73

A rule unilaterally introduced by a company, and not subsequently agreed to by the Union, must satisfy the following requisites:

- it must not be inconsistent with the collective agreement
- It must not be unreasonable that is, it must be for a valid business purpose
- It must be clear and unequivocal
- It must be brought to the attention of the employee affected before the company can act on it
- the employee concerned must have been notified that a breach of such a policy or procedure could result in their discharge
- Such rules, if used as a foundation for discipline, should have been consistently enforced by the company from the time the rule was introduced

NOTE: MANDATORY RETIREMENT - Employers can no longer have a mandatory retirement policy that forces an employee to retire at age 65.

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.

Interpretation

- When members are appointed by the union to act as union representatives on labour management committees, they have equal status to the employer at these meetings.
- Any new employer policy can be addressed by this committee.
- The purpose of labour management is to resolve issues other than grievances.
- To help ensure activists on this committee are able to attend labour management committee meetings outside regular working hours and receive compensation.

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.

Interpretation

- Prior to Minutes being posted, they must be approved by the employer and union designates.
- The union designate should circulate the draft Minutes to other union representatives for input prior to final approval.
- Once the committee has given approval, the Minutes are posted on the union bulletin board, and copies may be placed in a binder or on an employer's website for access to all employees.

(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.

Interpretation

- Examples of discussion topics for labour management include clarification of: vacation scheduling, casual call-in process and new employer policies.

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

**** BE AWARE OF TIMELINES ****

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.

- Stewards should take notes of all discussions with supervisors/managers and attempt to settle the issue.
- If a steward has a grievance, they should not represent themselves in a meeting with the employer.
- Stewards have the right to a staff representative to represent them at discipline meetings with the Employer.
- After speaking with a supervisor at Step 1, the Employer has 30 days to resolve the issue.
- If the issue is not resolved through discussion, inform the supervisor that a grievance will be filed.

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:

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

Interpretation

- Employees and stewards need to be aware of the timelines.
- A grievance must be filed at Step 2 within 30 days of a member being told or becoming aware of about an employer action or circumstance given rise to the grievance.
- If an employee wishes to file a grievance after the 30-day time limit, the steward should still file the grievance.

Section 89(e) of the *Labour Code* permits an arbitrator to relieve, on just and reasonable terms, against breaches of time limits or other procedural requirements set out in the collective agreement. The Arbitrator will consider the following in making a decision:

- reasons for the delay
- importance of the matter to the grievor
- prejudice to the employer due to the delay

9.4 Step 2

- 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:

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

- The local supervisor will:

- forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
- provide the employee with a receipt stating the date on which the grievance was received.

Interpretation

- If there is no resolve at Step 1, the employee can complete a grievance form, and the steward must submit the grievance to the employer and the area office. The steward does not have the authority to deny a grievance.
- The grievance should:
 1. clearly outlining on the grievance form the issue and circumstances grieved;
 2. identify the articles of the collective agreement violated and include: "and any other articles in the collective agreement or any other related statutes";
 3. what remedy (resolution) is being requested and include: "and to be made whole and such other remedy that is just and equitable in all the circumstances";
- Once the grievance form is completed it is given to the supervisor at Step 2.
- The steward may continue to try and resolve the grievance until it is filed at Step 3.



B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION GRIEVANCE FORM

All member personal information is private and confidential and only used for the express purpose of administering the business of the union

GRIEVOR TO COMPLETE (please print)

NAME: _____ S.I.N. (OPTIONAL) _____
 MAILING ADDRESS: _____ CITY: _____ POSTAL CODE _____
 LOCAL NO.: _____ HOME PHONE: _____ EMAIL: _____
 WORK ADDRESS: _____
 WORK POSTAL CODE: _____ WORK PHONE: _____
 EMPLOYER: _____ BRANCH / DEPT: _____
 JOB CLASS: _____ REGULAR: ☐ SENIORITY DATE: _____ AUXILIARY / TEMPORARY: ☐ SENIORITY / START DATE: _____
 ARTICLE (s) ALLEGEDLY VIOLATED: _____ DATE OF VIOLATION: _____
 And any other related articles.

DETAILS OF GRIEVANCE: (include all relevant names, events, dates, times, etc.)

Please attach all related documents and correspondence to the Union's copy of the grievance form.

REMEDY SOUGHT: (be specific)

Please Note—

- A Under BCGEU collective agreements, the employer has agreed to refrain from negotiating with an aggrieved employee, either directly or indirectly, without the consent of the Union. Most BCGEU agreements also oblige the BCGEU to abandon any grievance, which the aggrieved employee(s) attempt to pursue through channels outside the negotiated grievance procedure.
- B This will authorize the President of the Union or designate to review my personnel files in order to facilitate the investigation of the grievance.

Grievor's Signature _____ Date: _____

STEWARD TO COMPLETE: (please print)

NAME: _____ S.I.N. _____
 MAILING ADDRESS: _____ HOME PHONE: _____
 POSTAL CODE _____ WORK PHONE: _____

STEP 1

Grievance discussed with Employer's Step 1 designate: _____ Date: _____

Name and classification of designate: _____

Verbal Response at Step 1: _____

STEP 2

Grievance presented to Step 2 designate: _____ Date: _____

Name: _____ Signature: _____

Please print

Signature of Designated Local Supervisor
(indicating receipt of grievance)

EMPLOYER'S COPY

FA219 2017 - May **cop378**

FOR BCGEU OFFICE USE ONLY
Nº



REMOVE THIS SHEET BEFORE FILLING OUT

All member personal information is private and confidential and only used for the express purpose of administering the business of the union

CONFIDENTIAL

BCGEU STEWARD FACT SHEET

Why is this considered a grievance? (Article in the collective agreement violated? Law? Past practice?)

When did the grievance occur?

Date: _____ Time: _____

Where did the grievance or complaint occur? (include a diagram, sketch or photo, if helpful)

Exact Location: _____

What are the facts of the grievance? (Please list in chronological order) Attach additional pages to cover all events, if necessary.

Names of witnesses involved:

Name: _____ Phone: (work) _____ (home) _____

Job/Classification: _____ Relationship to Grievor: _____

What they witnessed: _____

Name: _____ Phone: (work) _____ (home) _____

Job/Classification: _____ Relationship to Grievor: _____

What they witnessed: _____

Name: _____ Phone: (work) _____ (home) _____

Job/Classification: _____ Relationship to Grievor: _____

What they witnessed: _____

Employer response to grievance:

Employer record of employee conduct: (Review Personnel file if grieving discipline)

Dates

Reasons

Verbal warning issued: _____

Written warnings issued: _____

Suspensions: _____

Any Related Information: _____

Please Note:

Attach documentary evidence such as seniority lists, cheque stubs, record of similar grievances, copies of disciplinary letters, etc.

Signature of Steward _____

9.5 Time Limit to Reply to Step 2

- (a) Within 10 days of receiving the grievance at Step 2, the representative of the Employer, the employee and the steward will meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. The steward and the representative of the Employer will fill out a "*shared fact sheet*" [see Information Appendix G (Shared Fact Sheet)] listing an agreed statement of facts. The "*shared fact sheet*" is on a "*without prejudice*" basis and will not be referred to by either party in any third party proceedings.
- (b) The Employer's designate at Step 2 will reply in writing to the Union within 14 days of receiving the grievance at Step 2.

Interpretation

- The "*Shared Fact Sheet*" is attached for your reference.
- "*Without prejudice*" means that neither the Union nor the Employer can use it in arbitration.
- Once the Employer receives the grievance, the Employer has 14 days to respond to the BCGEU.
- The Employer is required to sign and date the grievance form to show that they received the grievance. If they refuse to sign the form, just note on the form who refused to sign and record the date.
- Copies of Step 2 responses are forwarded to the steward and member who filed the grievance.
- Once the grievance is filed at Step 2, the Employer is required to send all future correspondence to the Union.
- Once the grievance is signed off at Step 2, the steward forwards to the BCGEU local area office.
- Employee(s) and steward(s) should ensure all relevant documents in their possession are copied to the local area office.

 Community Social Services Employers' Association	SHARED FACT SHEET FOR GRIEVANCES	 Community Social Services Union Bargaining Association
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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 MEMBERSIGNATURE _____
EMPLOYER REPRESENTATIVE***REVIEW CHECKLIST TO ENSURE ALL RELEVANT
INFORMATION AND DOCUMENTS ARE ENCLOSED**

ADDITIONAL 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.

[illegible]

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.

9.6 Step 3

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

- (a) within 14 days after the reply has been conveyed to them by the representative designated by the Employer to handle grievances at Step 2; or
- (b) within 14 days after the Employer's reply was due.

Interpretation

- If the BCGEU or employee do not agree with the Employer's Step 2 response the grievance will advance to Step 3. All correspondence between the Union and Employer will be copied to the employee and the steward.
- After the grievance is advanced to Step 3, any further discussion about the grievance is between the employer and the local staff representative of the union.
- Stewards or employees should not discuss a grievance with the Employer once filed at Step 3.

9.7 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.

9.8 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.

Interpretation

- If there is no settlement at Step 3, the local staff representative may advise the Employer, in writing, that they are filing the grievance at Arbitration (Article 10).
- To assist both parties in trying to identify all facts as they proceed through the grievance procedure in order to determine if there is merit to proceed to arbitration.

9.9 Failure to Act

If the President of the Union, or designate, does not present a grievance to the next higher level within the prescribed time limits, or six months passes from the time the Union President, or designate informed the Employer of their intention to submit a dispute to arbitration, the Employer may enquire, in writing, by priority courier, 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.

9.10 Amending of Time Limits

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

Interpretation

- The parties may change or extend timelines.
- The parties must agree to amend timelines; a request to extend the timelines is done in writing and placed on the grievance file.

9.11 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.

Interpretation

- Steps 1, 2 or 3 are not required for a dismissal grievance.
- Steps 1 or 2 are not required for a suspension grievance.
- A grievance form needs to be completed, and given to the Employer to sign and forward to the BCGEU area office as soon as possible.

9.12 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.

Interpretation

- Once a grievance has been filed at Step 2, the Employer must not discuss the issue with the employee unless the Union agrees.
- If an employee has grieved an issue and then tries to resolve that same issue through another process, (e.g. hires a lawyer to pursue the grievance, sends a letter to the editor of a newspaper, involves a MLA, starts a court action) the grievance will be considered abandoned and the Union cannot take further action.

9.13 Policy Grievance

(a) *Employer-Specific Grievances*

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

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

(b) *Sector-Wide Policy Grievance*

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

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

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

Interpretation

- A policy grievance can be filed by the Employer or the Union, within 30 days of an issue or incident occurring.
- *Employer-Specific Grievances* under (a) can be filed by a single union or an individual employer, for matters that impact only the employees at that worksite.
- A *Sector-Wide Policy Grievance* under (b) is a grievance that has impact on other employers and other unions covered under the collective agreement and must receive CSSBA approval prior to being filed.
- A steward does not have the authority to file a policy grievance under (b), but if you believe you have a policy grievance, discuss the issue with a staff representative as soon as possible.

9.14 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.

9.15 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.

TIPS TO REMEMBER WHEN FILING A GRIEVANCE

- Identify the article(s), and ensure there has been a violation of the collective agreement.
- An employee who is requesting to file a grievance needs to speak with the Employer first at Step 1.
- An employee can have available a steward from their worksite attend a grievance meeting with the Employer or any meeting that they believe may form the basis of a disciplinary action.

- When identifying the article in dispute, include the words "*and any other articles in the collective agreement or any other related statutes.*"
- Ensure that the Union receives all information that the grievor and the steward have received from the Employer.
- Identify on the grievance form the "*remedy sought*" by the grievor and include the words "*and to be made whole and any such other remedy that is just and equitable in all circumstances*".
- Grievors need to sign the grievance form.
- Stewards also need to include their information on the grievance form.
- Submit the completed grievance form to the Employer for their signature.
- With the signed grievance form, the grievor has given the authorization to see their personnel file. The steward should identify and request copies of any previous discipline or other relevant documents on file.
- Once the grievance form has been signed off and returned to the steward, the Employer is given their copy, and the steward can now complete the back of the green copy of the grievance form, including names and contact information of witnesses and a statement of facts.
- Forward the completed grievance form to the BCGEU area office as soon as possible with all documentation that may have been given to the grievor or steward during the grievance process.
- Stewards can contact the staff representative assigned for follow up or if they have any new information or questions.
- Stewards will be copied on all correspondence the Union sends to the Employer.

The steward may want to meet with the grievor privately to discuss the following:

- Any personal issues the grievor may be experiencing.
- Any previous discipline, including letters, suspensions.
- Any extenuating circumstances involved in the grievances.
- The incident leading to the grievance, and any information they may have that can assist the steward and the Union to represent the grievor.
- Any medical issues that need to be addressed.
- Review all discipline imposed by the Employer.
- They need to seek employment while waiting for the grievance to be heard, to mitigate their losses.
- Keep a record of job searches and wages earned.
- Where the grievor admits some wrong doing, discuss whether an apology may be appropriate.

There are many arbitration awards that deal with discipline, termination and suspension.

William Scott & Co [1977] 1 CLRBR 1 is the leading discipline case where the LRB said arbitrators in discipline cases must ask the following three questions:

- Has the employee given just and reasonable cause for some form of discipline by the Employer?
- If so, is the Employer's decision to discipline the employee an excessive response in all the circumstances of the case?
- Finally, if the discipline is excessive, what alternate measure should be substituted as just and equitable?

The following is a list of mitigating factors that are often taken into consideration in discipline cases:

- seriousness of the offense;
- premeditation or repetitive conduct;
- a momentary or emotional aberration (was this an isolated incident, spur of the moment);
- provocation;
- clean discipline record, previous good record of the employee;
- previous discipline which did not correct the problem;
- consistent treatment of the grievor compared with other employees in similar situations;
- financial hardship;

- the length of service of the grievor (i.e., six months, five years, 20 years);
- circumstances that may explain the intent of the employee (i.e., employee honestly misunderstood the nature or intent of an order given to them);
- was the employee forthright and/or sincere when approached by the employer (i.e., did the employee give clear and honest answers when first asked by the employer).

During disciplinary or grievance meetings stewards can:

- request the Employer be straight forward with the employee;
- make sure the Employer is clear in their questioning;
- speak up as a representative for the employee;
- have a list of questions prepared in advance to ask the Employer;
- ensure the employee understands each question asked of them;
- call for a caucus at any time during a meeting;
- always take notes and if necessary ask the Employer to slow down;
- request any documents the Employer may have, such as written statements.

Employees should:

- be advised to answer the Employer's questions;
- answer questions clearly and honestly, as this is the opportunity for employees to explain what happened;
- if the investigation looks like it may result in criminal charges, obtain legal advice from a criminal lawyer;
- write in their own words what happened and provide their statement to ONLY the steward and Union.

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.

Interpretation

- When the Union and the Employer cannot resolve a grievance, the grievance is advanced to arbitration.
- Arbitration is like a court proceeding, where each party presents their case and may call witnesses to testify under oath.
- Each party has the right to cross-examine the other party's witnesses.
- Employees or other witnesses can be subpoenaed to a hearing to give testimony.
- Arbitration decisions, other than expedited arbitration decisions, are used by the Union to prepare for future cases based on arbitrators' rulings.
- After a grievance has been heard at arbitration, the information provided is no longer confidential, and the arbitrator's written decision is available to the public.
- The Union provides leave of absences for grievors to attend.
- The parties can go to a worksite, if necessary, to support a claim by the Employer or the Union.
- Arbitration is usually held at a location that is mutually agreed upon by the parties.

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.

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.

Interpretation

- Arbitrators render decisions in writing to all parties.
- While this clause references that a decision is to be rendered within 30 days, it is not a firm timeline – note that the article says the arbitrator "*shall make every effort*".
- The Union provides the grievor with a copy of the decision.

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.

Interpretation

- For dismissal or suspension grievances, members and stewards need to be aware of the grievance timelines and procedures outlined in Clause 9.11 (a) & (b).

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.

Interpretation

- A probationary employee may be rejected on probation on the basis of being unsuitable.
- An employee who has passed probation can only be dismissed or suspended by the Employer for "just cause".
- An employee has the right to a steward at any meeting with the Employer provided it does not result in an unreasonable delay. In the event there is a delay, the member should contact their staff representative.
- An employee will be given a letter telling them why they have been dismissed or suspended and a copy will be sent to the BCGEU.
- If an employee has been dismissed all items belonging to the Employer should be returned as soon as possible.
- The steward should walk a dismissed or suspended employee off site, after retrieving their personal items, to avoid confrontations that could be used against them in the grievance process.
- All discipline cases will be determined based on the individual facts and the three questions set out in *William Scott*. (see box below)

There are many arbitration awards that deal with discipline, termination and suspension.

William Scott & Co [1977] 1 CLRBR 1 is the leading discipline case where the LRB said arbitrators in discipline cases must ask the following three questions:

- Has the employee given just and reasonable cause for some form of discipline by the employer?
- If so, is the employer's decision to discipline the employee an excessive response in all the circumstances of the case?
- Finally, if the discipline is excessive, what alternate measure should be substituted as just and equitable?

11.3 Burden of Proof

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

Interpretation

- The Employer has to prove that an employee's conduct deserved discipline "*on a balance of probabilities*" (ie., when you look at all the facts, the end result points to one side more than another). This is a lower standard of proof required than in criminal cases, which is "*beyond a reasonable doubt*".

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.

Interpretation

- An employee can file a grievance when they receive written discipline in the form of a letter, report or appraisal that the employee does not agree with (Clause 24.14 - Evaluation Reports).
- Letters of Expectation are not disciplinary. However, if the Employer has included discipline, or a threat of discipline in a Letter of Expectation, it is grievable (refer to chart below).
- Disciplinary letters are removed from an employee's file after 18 months but Letters of Expectation remain on an employee's personnel file.

**Arbitration Reference: - CSSEA and CSSBA
Re Written Verbal Warning Grievance**

ARBITRATOR: Wayne Moore

DATE OF AWARD: November 11, 2011
[#1019, #1020 #1021]

The Unions filed a policy grievance disputing the employer practice of recording verbal warnings in a detailed written format and placing it on the employee's personnel file. The arbitrator provided the following clarification regarding the interpretation and application of Clause 11.4:

1. Any notation or documentation placed in an employee's personnel file and intended to be used as discipline, is characterized as a written warning.
2. An employee shall be given a copy of the notation or document and is entitled to recourse through the grievance process.
3. Further, any such notation or documentation shall be removed from the employee's personnel file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.

The following chart outlines some of the primary differences between a non-disciplinary letter of expectation (not grievable) and a disciplinary letter (grievable).

Letter of Expectation	Disciplinary Letter
<p>Purpose: to counsel and communicate, to identify or clarify expected behaviour in performance of job duties.</p> <p>Employer's intention: helpful, supportive.</p> <p>Examples used only as a means to clarify inappropriate or acceptable behaviour.</p> <p>Support is offered by way of training and other resources.</p> <p>Develops, with employee's input, mutual goals to encourage employee's commitment to change.</p> <p>Focus: assumes behaviour will change in future, when an employee understands what is expected and is supported in an effort to change.</p>	<p>Purpose: to correct poor performance or undesirable behaviour – assumes that discipline is needed to achieve correction.</p> <p>Employer's intention: disciplinary.</p> <p>Nature of employee's conduct: culpable-specific incidents of poor performance, or infraction of a rule, policy or standard.</p> <p>Should be clearly stated to be disciplinary.</p> <p>Does the employee have to grieve the letter to be able to respond effectively to it?</p> <p>Focus: expected behaviour is identified, but consequences are attached to present and prescribed standards.</p>

(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.

Interpretation

- If an employee does not receive a copy of a document as outlined in (b) above which has been placed in their personnel file they can request the document to be removed. If the Employer refuses, the employee can file a grievance.
- The Employer must provide the reason for imposing discipline.

(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 will be extended up to the period of time in excess of two months, with the agreement of the Union. The Union will not unreasonably deny the extension. Approved vacation and maternity and parental leaves are the exceptions that will not count toward the two month threshold.

Interpretation

- Employees should review their personnel file periodically.
- While it is the Employer's obligation to remove documents older than 18 months, employees should ask the Employer to remove them. This request can be made any time after the 18 months has expired

(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.

Note: Refer to page 42 for tips/information on filing a grievance

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.

Interpretation

- Employers must ensure the contents of an employee's personnel file are kept confidential.
- Employees have the right to review and request copies of documents on their personnel file.
- The grievance form gives permission to the BCGEU to access the employee's personnel file.

(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.

Interpretation

- The right to have a steward present is determined by the employee's belief about the purpose of the meeting and not the Employer's.
- If while meeting with the Employer, the employee is surprised that it is a disciplinary meeting, the employee can ask that the meeting stop to obtain the assistance of a steward.
- If an Employer refuses to stop a meeting, the employee should contact their steward immediately after the meeting ends.
- The steward's role in a disciplinary meeting is a topic covered in the Basic Steward's course.
- The employee has the right of representation and the right to choose who will represent them, as long as it does not result in an unreasonable delay.

(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.

Interpretation

- If an employee is presumed to have abandoned their position, it is the same as having resigned.
- Employees are responsible to report to work when scheduled and to advise their Employer when they cannot attend work

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.

Interpretation

- It is much easier for an employer to terminate a probationary employee than a non-probationary employee because probationary employees can be terminated for being unsuitable whereas non-probationary employees cannot.
- Rejection on probation can be grieved on the basis of a number of factors, such as:
 - failing to warn the employee that their job was in jeopardy;
 - failing to provide the employee with proper training and direction.
 - failing to allow the employee the opportunity to meet the standards and expectations after being warned that their job is in jeopardy.
- Probationary periods are only served once. When an existing employee posts into another position, the employee must serve a trial period (see Clause 24.5).
- If an unsuitable employee is rejected by the Employer, it must be in writing and prior to the end of the probationary period.

(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.

Interpretation

- Only staff representatives are authorized to agree to an extension of the probationary period.

(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.

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.

Interpretation

- Sending an employee home with pay during an investigation is not a breach of the collective agreement.
- A *prima facie* case is where there are valid grounds for discipline if everything the Employer alleges is proven to be true.

(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.

Interpretation

- Investigations conducted by licencing or another government or law enforcement body are not covered by the provisions of this article.
- Employees under investigation by an external body should contact the union.

CHECKLIST FOR DISMISSAL, SUSPENSION AND DISCIPLINE GRIEVANCES

- What action has the Employer taken? Verbal warning, discipline letter, suspension (how many days) or dismissal?
- What reasons has the Employer given?
- Have you completed a detailed statement of events leading up to the discipline? Have you included a diagram of the work area, if applicable?
- What date was the discipline imposed? **BE AWARE OF TIMELINES**
- What is the supervisor's name?
- Have you obtained statements from witnesses, if any?
- Have you obtained a copy of the employee's discipline record?
- Have you obtained and attached to the grievance copies of all correspondence from the Employer to the employee related to the discipline?
- Have you attached copies of your notes from any meeting you attended with the employee related to the discipline?
- What articles have been violated? The article to reference on any grievance related to discipline is Article 11.

TIPS TO REMEMBER WHEN FILING A GRIEVANCE

- Identify the article, and ensure there has been a violation of the collective agreement.
- An employee who is requesting to file a grievance needs to speak with the Employer first at Step 1.
- An employee can have available a steward from their worksite attend a grievance meeting with the Employer or any meeting that they believe may form the basis of a disciplinary action.
- When identifying the article in dispute, include the words "*and any other articles in the collective agreement or any other related statutes.*"
- Ensure that the Union receives all information that the grievor and the steward have received from the Employer.
- Identify on the grievance form the "*remedy sought*" by the grievor and include the words "*and to be made whole and such other remedy that is just and equitable in all circumstances*".
- Grievors need to sign the grievance form.
- Stewards also need to include their information on the grievance form.
- Submit the completed grievance form to the Employer for their signature.
- With the signed grievance form the grievor has given the authorization to see their personnel file. The steward should identify and request copies of any previous discipline or other relevant documents on file.
- Once the grievance form has been signed off and returned to the steward, the Employer is given their copy, and the steward can now complete the back of the green copy of the grievance form, including names and contact information of witnesses and a statement of facts.
- Forward the completed grievance form to the BCGEU area office as soon as possible with all documentation that may have been given to the grievor or steward during the grievance process.
- Stewards can contact the staff representative assigned for follow up or if they have any new information or questions.
- Stewards will be copied on all correspondence the union sends to the employer

The steward may want to meet with the grievor privately to discuss the following:

- Any personal issues the grievor may be experiencing.
- Any previous discipline, including letters, suspensions.
- Any extenuating circumstances involved in the grievances.
- The incident leading to the grievance, and any information they may have that can assist the steward and the union to represent the grievor.
- Any medical issues that need to be addressed.
- Review all discipline imposed by the Employer

- The grievor needs to seek employment while waiting for the grievance to be heard, to mitigate their losses.
- The grievor needs to keep a record of their job search and wages earned.
- Where the grievor admits some wrongdoing, discuss whether an apology may be appropriate.

The following is a list of mitigating factors that are often taken into consideration in discipline cases:

- seriousness of the offense;
- premeditation or repetitive conduct;
- a momentary or emotional aberration (was this an isolated incident, spur of the moment);
- provocation;
- clean discipline record, previous good record of the employee;
- previous discipline which did not correct the problem;
- consistent treatment of the grievor compared with other employees in similar situation;
- financial hardship;
- the length of service of the grievor (ie., six months, five years, 20 years);
- circumstances that may explain the intent of the employee (ie., employee honestly misunderstood the nature or intent of an order given to them);
- was the Employer forthright and/or sincere when approached by the employer (ie., did the employee give clear and honest answers when first asked by the Employer).

During disciplinary or grievance meetings stewards can:

- request the Employer be straight forward with the employee;
- make sure the Employer is clear in their questioning;
- speak up as a representative for the employee;
- have a list of questions prepared in advance to ask the Employer;
- ensure the employee understands each question asked of them;
- call for a caucus at any time during a meeting;
- always take notes, if necessary, ask the Employer to slow down;
- request any documents the Employer may have, such as written statements.

Employees should:

- be advised to answer the Employer's questions;
- answer questions clearly and honestly, as this is the opportunity for employees to explain what happened;
- if the investigation looks like it may result in criminal charges, obtain legal advice from a criminal lawyer;
- write in their own words what happened and provide their statement to ONLY the steward and union.

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.

Interpretation

- If a member terminates their employment and is hired by another BCGEU certification, their seniority does not transfer to the new Employer.
- There are two ways that seniority can transfer:
 1. When the contract for the Employer's work is re-tendered to a different Employer and the employee moves with the work. Please see Info Appendix D – Continuity of Service and Employment Memorandum.
 2. When an Employer utilizes the language in Memorandum of Agreement #19 – Social Services Retention and Portability Clause
- There is no such thing as classification seniority. Full-time employees have one seniority date. For part-time and casual employees, seniority accrues on the basis of hours paid

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.

Interpretation

- Employees should review their seniority when the Employer posts the seniority list to ensure their date of hire and seniority hours are correct.
- If there is an error in the seniority list, employees should notify the Employer immediately.

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 terminates 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.

Interpretation

- An employee who returns to work after resigning under Clause 12.5 is not guaranteed any position and must apply for vacancies as an external applicant.

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 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
- 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.

Interpretation

- Even if a single employee is to be laid off, the employer must consult with the Union before they conduct a pre-layoff canvass.

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.

Interpretation

- The Union is to be made aware of an employee's decision in a pre-layoff canvass.

13.3 Layoff

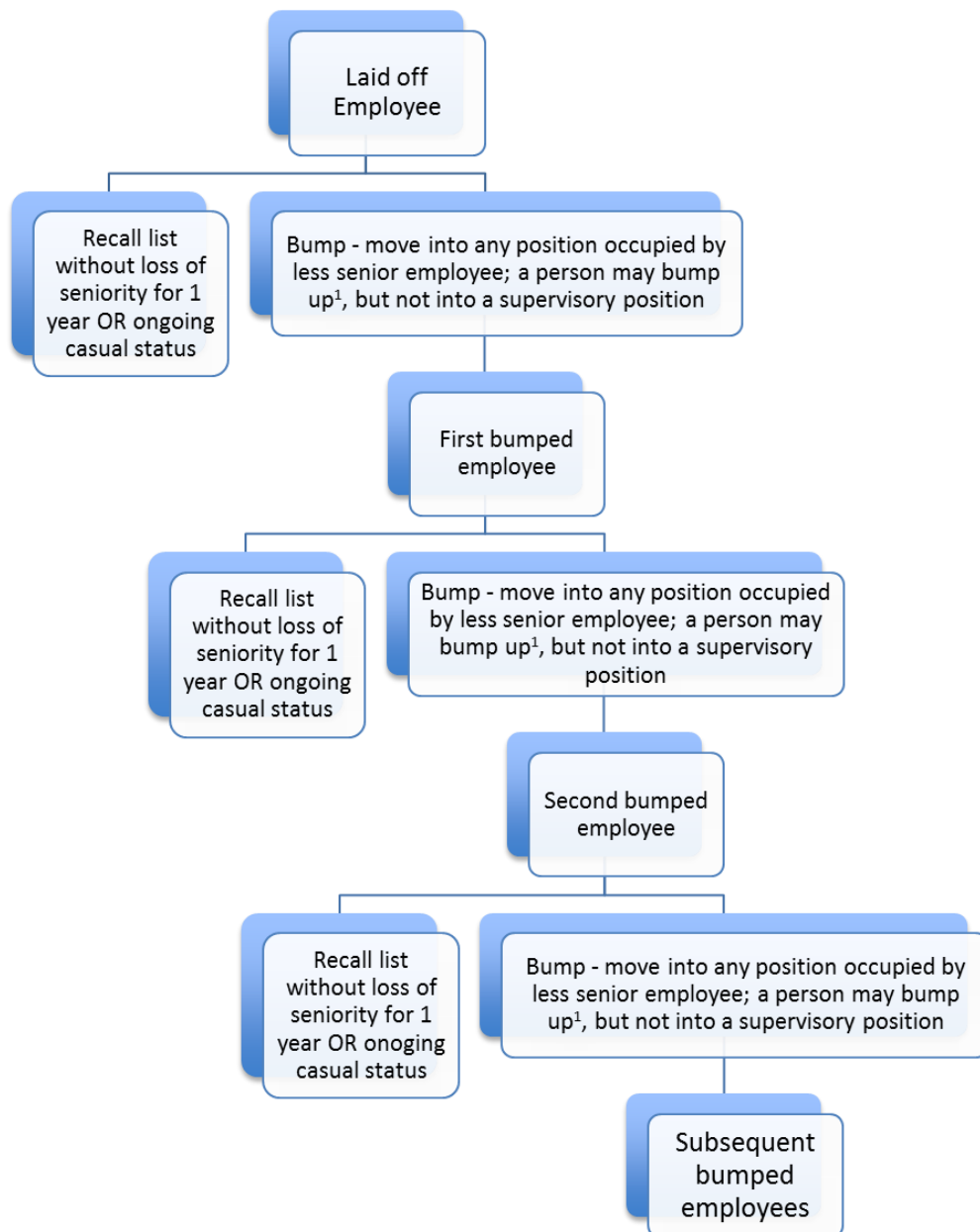
- (a) Non-residential: Both parties recognize that job security will increase in proportion to length of service. Therefore, in the event of a layoff, employees will be laid off by classification, in reverse order of seniority. Layoff notice will include a current list of junior positions available to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

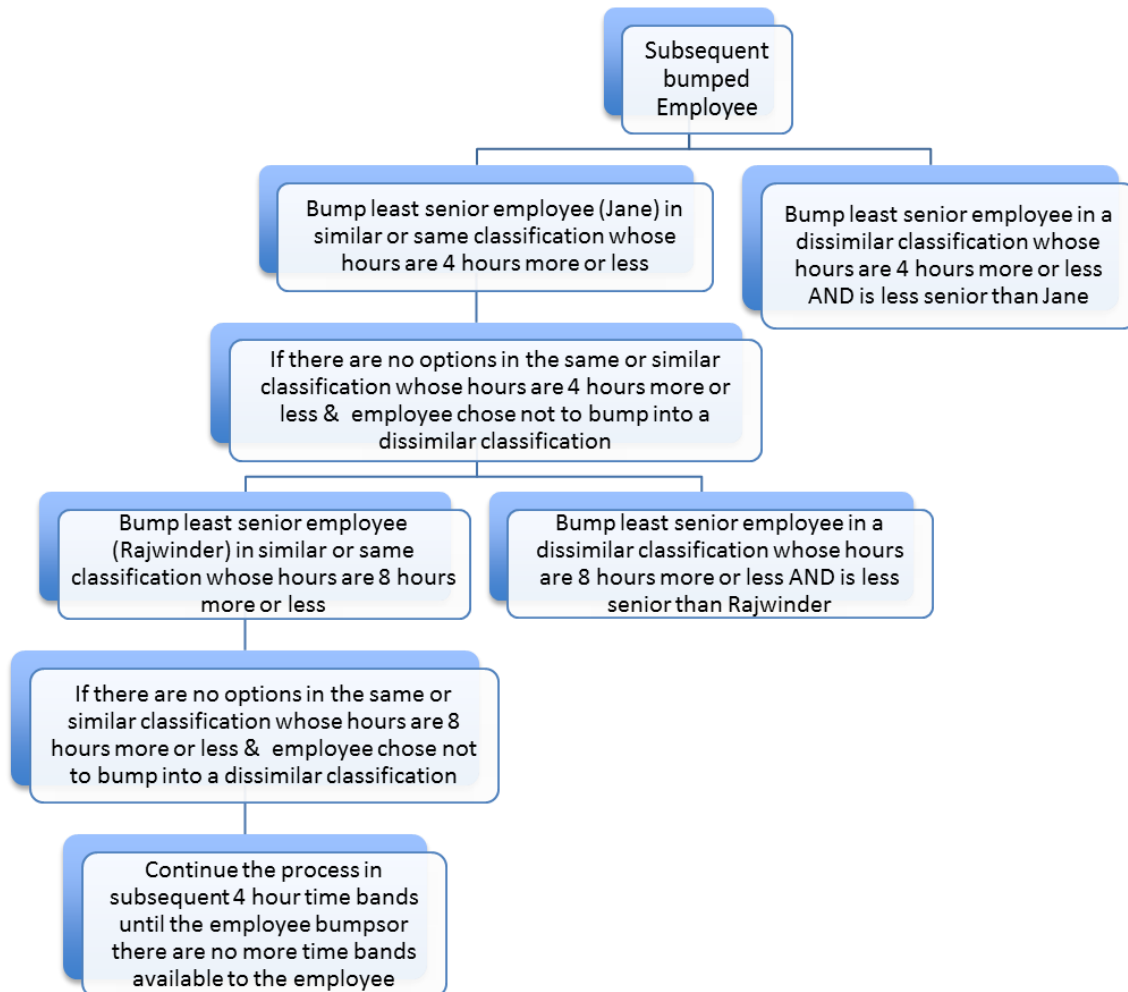
Similar classification means – in the same job family and in the same grid level or one grid level above or below the displaced employee's grid level.
- (d) Within five days of receiving from the Employer both the notice of layoff and all information required by the employee to make an informed decision regarding their bump options, they will provide written notice to the Executive Director of their bump choice.

The following charts, which have been agreed to by the unions and the employers, illustrate how the Clause 13.4 bumping language operates:



- 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 – an employee provided with layoff notice can also choose to go on to the recall list without loss of seniority OR to go on the casual list instead of bumping.

¹ Bumping up refers to hours or classification



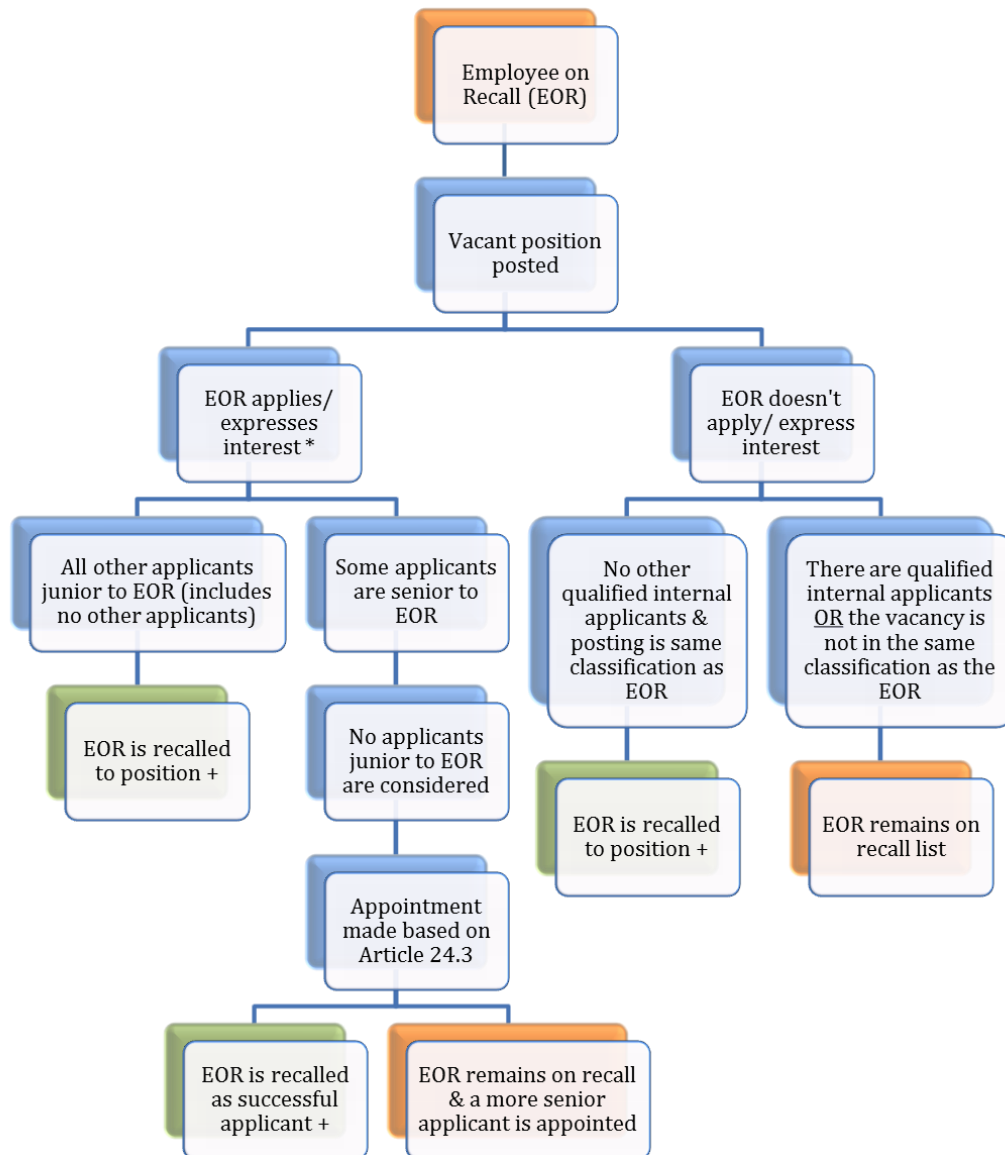
- An employee can only bump into positions that are occupied by employees with less seniority
- An employee can only bump into positions for which they are qualified to satisfactorily perform the work
- This chart refers to bumping rights only – any employee provided with layoff notice can also choose to go on to the recall list without loss of seniority OR to go on to the casual list instead of bumping.

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.

The following chart, which has been agreed to by the unions and the employers, illustrates how the Clause 13.5 recall language operates:



* 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, that 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.

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))

Interpretation

- Info Appendix D – Continuity of Service & Employment Memorandum needs to be reviewed if a worksite is closing and the reason for the closure is due to the employer losing the contract to another agency.
- If the contract is moving to another employer, covered by the collective agreement, the employees move with the contract and port their seniority to the new Employer [see Info Appendix D – Continuity of Service & Employment memorandum).
- Stewards should contact the staff representative if a worksite or program is closing.

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.

Interpretation

- The word "*day*" in this clause, means a 24-hour period from one minute past midnight up to midnight that same day.
- The word "*week*" in this article, means seven days in a row starting at one minute past midnight on Sunday that ends at midnight the following Saturday.

14.2 Hours of Work

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

Interpretation

- The full-time hours of work for each Employer are set out in the Local Issues agreement, specific to that Employer.
- Local Issue agreements can be found on the BCGEU website.

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

Interpretation

- This provision applies only in the event the employee has not commenced work.

(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.

Interpretation

- Employees who request to work six days in a row may not work more than the weekly straight-time maximum number of hours for a full-time employee without prior overtime approval from their employer.
- Refer to local issues agreements to identify the maximum weekly hours for a full-time employee.

- (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.

Interpretation

- These provisions regarding the assignment of additional hours apply only if this issue is not addressed in the local issues agreement.
- A worksite is any location where an employee is regularly scheduled to work.
- Employees must be qualified and able to perform the duties associated with the additional hours.
- A full-time employee may not be offered additional hours if the local issues agreement contains only a single choice for the full-time hours of work. For example, where full time hours are 40 hours per week. However if the local issues agreement contains a range of hours for full-time work such as 35 to 40 hours per week, then the employee may pick up additional hours up to the maximum hours of work per week.
- If an employee is qualified to work in a classification other than the one(s) in which they regularly work they need to inform the employer that they wish to be offered additional hours in that classification.
- Part-time employees must be offered additional hours up to the straight-time weekly maximum before casual employees.
- Casual employees will be offered additional hours only after full-time and part-time employees, who have requested additional hours, have been offered the hours and have declined the hours.

(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.

Interpretation

- Additional hours will only be offered to regular employees who have given written notice of their availability.
- Full-time and part-time employees who are scheduled to work an additional shift and become ill are entitled to access their accumulated sick leave credits if they are unable to work the shift due to illness (Article 19).

(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.

Interpretation

- If there is no agreement with the Union for an extended workday or workweek, Article 16 – Overtime applies.
- If an Employer says there is an agreement, employees should confirm this information with the BCGEU.
- All extended workday or extended workweek schedule agreements must be in writing between the Union and the Employer.

- (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.

Interpretation

- Rest periods are paid time taken away from clients without interruption.
- The Employer is required to ensure all employees receive rest periods.
- The collective agreement does not address the scheduling of rest periods.
- Employers can require employees to stay at the worksite during a rest period if there is a legitimate workplace purpose.
- If an employee decides to not take their rest period they will not receive additional pay or paid time off.
- If a rest period cannot be taken, the employee needs to inform the Employer.
- Employees may not leave their worksite early because they did not receive a rest period.
- Combining rest periods with Clause 14.4 (Meal Periods) needs approval from the Employer

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.

Interpretation

- Meal periods are normally unpaid.
- If an employee does not get to take their meal period they should discuss with their Employer how to get their meal period.
- Employees may not leave their worksite early because they did not receive a meal period.
- Combining rest periods with Clause 14.3 Rest Periods needs approval from the Employer.
- Employees are not required to stay at the worksite if the meal period is not paid by the Employer.
- If the Employer requires an employee to remain at the worksite during a meal period then the meal period is paid by the Employer.

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.

Interpretation

- **Caution!** Make sure that the Employer is not trying to get an employee to work unpaid overtime by claiming that you have a flextime schedule.
- Flextime is where the employee chooses (1) their start and finish times and (2) the length of their workday.
- If the Employer is not allowing the employee to choose both (1) and (2) then the employee is not on flextime and may be entitled to overtime.

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.

Interpretation

- If an employee has worked the maximum hours in a day and is required by the Employer to attend a meeting then the employee is entitled to overtime.
- If the staff meeting is on a day of rest and the employee is required to attend, the employee will receive a minimum of three hours pay for attending the meeting [Clause 14.2(b)(2)].
- If the meeting is voluntary employees will not be paid to attend and there will be no penalty for not attending.

14.7 Standby Provisions

- Employees required to be on standby will be paid one dollar per hour, or portion thereof.
- The minimum standby requirement will be four consecutive hours.
- 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.

Interpretation

- An employee who is on standby and not working but must be ready and able to work (e.g. not impaired or otherwise unavailable).
- The Employer is paying standby pay to ensure that an employee is available to work if needed.
- If an employee is required to work while on standby, either regular wages or overtime is paid as appropriate under the collective agreement.
- Standby provisions do not apply to casual employees (Clause 30.6).

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.

Interpretation

- Clause 14.8 determines how paid leave such as vacation pay is calculated for employees who work longer than normal shifts.
- Consider the example of a one year employee who works longer than normal hours/shifts (ie. 10 hours per day). Article 18 states that after one year an employee is entitled to 15 vacation days. In a worksite where a normal shift is eight hours, a one year employee who works normal hours would be entitled to the equivalent of 15 vacation days at eight hours per day for a total of 120 hours of vacation. The employee who works 10 hour shifts per day has their vacation calculated on the basis of the calculation of vacation for a normal shift employee or 120 hours. The employee's shift of 10 hours is divided into the 120 hour vacation total to establish an entitlement of 12 ten hour shifts of vacation.
- Entitlements in the collective agreement such as holidays, vacation and sick leave are usually accrued as days. In order to calculate the entitlements for those employees working longer than normal hours, take the total weekly hours from the local issues agreement and divide by 5 to get the equivalent hourly entitlement.
- Time is deducted from the time bank of employees who work longer than normal hours on an hourly basis. For example, if you wish to use one vacation day, 10 hours will be deducted from your vacation bank.

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.

Interpretation

- If a full-time employee works less than the total number of hours in a year for full-time work as described in the local issues agreement, they will not receive additional pay for any differences between the hours they work in a year and the hours of work negotiated.

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.

Interpretation

- If an employee works from 5 p.m. to 11 p.m. and is called to report to work the following day at 6 a.m. the employee is entitled to be paid overtime (Article 16) for all hours worked to 7 a.m.

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.

Interpretation

- An example of a split shift is when an employee is scheduled from 7 a.m. to 11 a.m. and then from 2 p.m. to 5 p.m. in the same day.
- The Employer and Union must agree to split shift arrangements. Only a union staff representative may agree on behalf of the Union to this arrangement.
- If there is no agreement between the Employer and Union and an employee is asked to do split shifts the employee should notify their steward.

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.

Interpretation

- The only time that Clause 16.1(a)(3) will apply is when an agreed averaging period is in the local issues agreement. Most local issues agreements do not contain an 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.

Interpretation

- For example, if an employee works 11 minutes of overtime they are entitled to 20 minutes of overtime pay. If an employee works 21 minutes of overtime they are entitled to 40 minutes of overtime pay.

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/worksites (see local issues agreement).

Interpretation

- The Employer must have a procedure for allocating overtime fairly within the programme/worksites.
- The allocation of overtime is not by seniority.
- The equitable distribution of overtime means that employees who want to work overtime will have an equal opportunity to work available overtime.

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:

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

Interpretation

- A "scheduled day of rest" is a day when an employee is not scheduled to work.
- Employees can choose to receive overtime as pay or as time off with pay. The Employer has no say in whether the overtime is banked or paid out.
- Employees who choose to bank overtime must be credited with the number of hours paid rather than the number of hours worked. For example, an employee who worked 5 hours of overtime (not on a scheduled day of rest) will be credited with 2 X 1.5 hours plus 3 X 2 hours for a total banked overtime credit of 9 hours.
- When an employee uses banked overtime they are paid at straight-time rates.
- The Employer may have a policy requiring employees to use banked overtime within a certain time frame.
- The Employer must pay out banked overtime if requested by an employee.

DAYLIGHT SAVINGS TIME

Each spring and fall, evening and night shift employees are affected by Daylight Savings Time.

Employees are paid for the time worked. In the spring, employees who work only seven hours instead of their normal eight hours are paid for the actual seven hours which they worked. In the fall, employees who work nine hours instead of eight hours are paid for the extra one hour at overtime rates of pay.

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.

Interpretation

- Emergency situations are determined on a case-by-case basis.
- If an employee disputes whether a situation was an emergency the employee must follow the Employer's direction to work and file a grievance later (i.e. work now, grieve later).

- (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.

Interpretation

- Employees who have left work and are called back to work may refuse to do so, except in the case of an emergency situation [see Clause 16.7 (a)].
- Employees who are called back to work, but who do not physically have to return to the worksite are entitled to overtime compensation at a different rate under (b).

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.

Interpretation

- For example, if a part-time employee is scheduled for five hours work and required to stay longer, overtime would not start until the employee works the same number of daily hours as a full-time employee.
- Or, if a part-time employee is in a position that is only 30 hours per week, overtime would not begin to accumulate until the employee reached the maximum weekly hours of a full-time employee.

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.

Interpretation

- **Caution!** An employee must receive advance approval to work overtime except in an emergency situation when prior authorization is not possible.

CHECKLIST FOR GRIEVANCES RELATED TO OVERTIME

- What are the grievor's hours of work or shift?
- What date did the overtime occur? **BE AWARE OF TIMELINES**
- If another employee worked overtime that the grievor was entitled to work, what date did this occur?
- What is the grievor's classification and seniority?
- Is there a supervisor's record of the overtime worked? If yes, have you obtained a copy of this record?
- What work was performed during the overtime?
- What articles have been violated?
- Have you included a copy of the work schedule?
- Have you included any other relevant information about the worksite?

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 in lieu of Easter Monday and/or Boxing Day if their worksite is open.

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.

Interpretation

- For example, an employee who normally works Monday to Friday and where Remembrance Day falls on a Saturday, the following Monday is recognized as the holiday.
- Clause 17.2 only applies to employees who are normally scheduled to work from Monday to Friday.

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).

Interpretation

- For example, an employee who normally works Wednesday to Sunday and where Remembrance Day falls on a Monday, the Employer will make every reasonable effort to give the employee the following Wednesday off (the first regularly scheduled workday).
- If an employee is unable to schedule the earned lieu day it will be paid out.

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).

Interpretation

- The Union won an arbitration case which now requires the Employer to offer regular employees the opportunity to work a statutory holiday that falls on a day the employee is normally scheduled to work.
- If the regular employee declines the offer to work the statutory holiday, the shift must be offered to part-time employees next and then casual employees.
- Casual employees receive time and one-half when they work a statutory holiday (see Clause 30.7).

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.

Interpretation

- If an employee wants to ensure they have these two holidays off, they can book their vacation during this time.

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

- 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.
- 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.

Interpretation



- Part-time employees maintain a paid holiday bank based on 4.6% of their regular straight-time hours in each pay period unless all the employees voted to receive the 4.6% on their paycheques.
- Most BCGEU agencies have voted to maintain paid holiday banks.
- When a part-time employee takes a paid holiday, they are paid from their paid holiday bank.
- In the absence of a request from the employee to top-up pay for the paid holiday from vacation or overtime banks, the employee will be paid only from their paid holiday bank, which may not cover all of the hours for the day.

**Arbitration Reference: - CSSEA and CSSBA
Clause 17.11 Interpretation Grievance**

Arbitrator: Wayne Moore**Date of Award:** April 12, 2007 [#949]

- A dispute arose between the Employer and the Union as to the interpretation of this article, specifically the term "*regular straight-time hours*".
- The Arbitrator concluded that the term "*regular straight-time hours*" in Clause 17.11 includes all scheduled straight-time hours up to the allowable straight time maximum and additional hours "*will be used to calculate all benefits.*"
- All hours worked at straight-time rate of pay were to be included in the calculation of holiday pay at the rate of 4.2% for part-time employees. Part-time employees earn 4.2% (Clause 17.11) for all hours worked regular and additional, including statutory holidays, but not for overtime worked, are used to calculate all benefits of the collective agreement, including seniority, service accrual for all purposes (ie., probation, vacation entitlement, pay increments, etc.) holiday pay/bank, vacation entitlement, accrual of sick leave, proration of special and other leave time.

On March 12, 2008 the Community Social Services Union Bargaining Committee and CSSEA issued the following Joint Information Bulletin to explain Clause 17.11 (Paid Holidays for Part-Time Employees):

Date: March 12, 2008

Part-time Employee Statutory Holiday Bank – How Does It Work?

This bulletin is meant as a guide to the operation of the language in the collective agreement and is not meant to conflict with it. This information is provided by both CSSEA and the CSSBA without prejudice to the language in the collective agreement.

Whenever a part-time employee is paid for an hour of work that is not overtime, that employee accrues 4.2% of that time in their statutory holiday bank. This includes working on a statutory holiday and being paid for hours out of their statutory holiday bank. (N.B. time and a half pay on a statutory holiday is a premium pay, not overtime pay).

The statutory holiday bank is a time bank and not a pay bank.

1. Employees working Regular Shifts (not Flex-time)
 - a. Employee has enough time in their statutory holiday bank to cover the time away
 - i. Employee is normally scheduled to work the statutory holiday
 1. Employee does not work the statutory holiday
 - a. Employee receives the statutory holiday off and is paid for the hours they would have worked that day but not for the statutory holiday
 2. Employee works the statutory holiday
 - a. Employee is paid time and a half for the statutory holiday and doesn't draw time from their statutory holiday bank
 - ii. Employee is not normally scheduled to work the statutory holiday but has provided the Employer with written notice of their availability to work on the statutory holiday as per Article 14.2(e)(4) and there are hours available to work on the statutory holiday.
 1. Hours are offered to the employee and accepted (reference: Arbitrator Joan Gordon's decision of 23 Jun 2005).
 - a. Employee works the statutory holiday, is paid time and one half for the hours worked that day
 2. Hours are not offered to the employee by virtue of being offered to another regular part-time employee with greater seniority or the employee doesn't accept the offer of additional hours
 - a. Employee doesn't work the statutory holiday, takes a lieu day on the first scheduled workday following the day of rest and is paid from their statutory holiday bank for that lieu day.
 - b. Employee doesn't work the statutory holiday and doesn't take a lieu day on the first scheduled workday following the day of rest and does not draw time from their statutory holiday bank.

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- iii. Employee is not normally scheduled to work the statutory holiday and has not provided the Employer with written notice of their availability to work on the statutory holiday as per Article 14.2(e)(4) OR there are no available hours on the statutory holiday.
 - 1. Employee doesn't work the statutory holiday, takes a lieu day on the first scheduled workday following the day of rest and is paid from their statutory holiday bank for that lieu day.
 - 2. Employee doesn't work the statutory holiday and doesn't take a lieu day on the first scheduled workday following the day of rest and does not draw time from their statutory holiday bank.
 - b. Employee does NOT have enough time in their statutory holiday bank to cover the time away
 - i. Employee is normally scheduled to work the statutory holiday
 - 1. Employee does not work the statutory holiday
 - a. Employee receives the statutory holiday off and elects to be paid for whatever hours are in their bank in mutual agreement with their employer.
 - b. Employee receives the statutory holiday off and elects to not draw any time from their statutory holiday bank.
 - 2. Employee works the statutory holiday
 - a. Employee receives time and a half for the statutory holiday and doesn't draw time from their statutory holiday bank.
 - ii. Employee is not normally scheduled to work the statutory holiday but has provided the Employer with written notice of their availability to work on the statutory holiday as per Article 14.2(e)(4) and there are hours available to work on the statutory holiday.
 - 1. Hours are offered to the employee and accepted as per Arbitrator Joan Gordon's decision of 23 Jun 2005.
 - a. Employee works the statutory holiday is paid time and one half for hours worked that day
 - 2. Hours are not offered to the employee by virtue of being offered to another regular part-time employee with greater seniority or the employee doesn't accept the offer of additional hours.
 - a. Employee doesn't work the statutory holiday and elects to be paid for whatever hours are in their statutory holiday bank in mutual agreement with their employer.
 - b. Employee doesn't work the statutory holiday and elects to not draw any time from their statutory holiday bank.
 - iii. Employee is not normally scheduled to work the statutory holiday and has not provided the Employer with written notice of their availability to work on the statutory holiday as per Article 14.2(e)(4) OR there are no available hours on the statutory holiday.
 - 1. Employee doesn't work the statutory holiday and elects to be paid for whatever hours are in their statutory holiday bank in mutual agreement with their employer.
 - 2. Employee doesn't work the statutory holiday and elects to not draw any time from their statutory holiday bank.

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.

Interpretation

- This article is difficult to interpret because practice related to earning vacation varies among agencies.
- A vacation year is the year used by the Employer to establish continuous service for the purpose of vacation entitlement.
- The calendar year is commonly used as the vacation year but it could be any 12-month period chosen by the Employer.
- Clause 18.1(a) applies to employees who have not yet completed one year of continuous service within a vacation year.
- Prior to completion of one year of continuous service within the vacation year employees earn pro-rated vacation based on completed calendar months of employment.
- Employees are not entitled to take any vacation prior to completion of six months of employment.
- For example, where the calendar year is the vacation year, and an employee commenced employment on August 20th, as of March 1st the employee is entitled to take 1/3 of 15 workdays which is 5 days. On January 1st of the next year the employee will have completed 1 year of continuous service and is entitled to 15 workdays of vacation 18.1(b).

- (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%

Interpretation

- The percentages above were included in the 2019-2022 agreement for reference purposes only, and do not represent a change in the application of the leave entitlement.

(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).

Interpretation

- **Caution!** Continuous service for the purpose of vacation entitlement is different than seniority and different than the common definition of continuous service.
- Continuous service for the purpose of vacation entitlement is based on the number of completed vacation years. The definition of a vacation year varies among agencies but is commonly the calendar year.
- Accrual of vacation or continuous service is not interrupted by maternity and parental leaves.
- Vacation entitlement will be adjusted for any unpaid leaves. Unpaid leaves include absences related to WCB, EI medical leave and general leave.
- Employer-paid sick leave and long-term disability leave are not unpaid leaves.
- Regular part-time employees earn vacation on a prorated basis [Clause 2.1(b)].

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/worksites (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 paycheck 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.

Interpretation

- If an employee does not book their vacation within the timelines specified, the employee may not get their choice of vacation time.

(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.

Interpretation

- If an employee still has unused vacation time in their bank by July 1st, the Employer may consult with the employee to provide further opportunities for the employee to schedule, carryover or be paid out for the unused time.

(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.

Interpretation

- The Employer's lack of planning does not constitute an emergency for the purposes of Clause 18.6.

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).

Interpretation

- When employment terminates, for any reason, unused vacation entitlement must be paid out on the employee's final paycheck up to the date of the termination.

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.

Interpretation

- Most employers, due to operational requirements, limit the number of employees who can be away at any given time.
- Under this clause Employers have a duty to make every effort to allow employees to take vacation during prime time periods.
- Stewards may want to raise this issue in labour management meetings if it is clear that there are not sufficient casual employees to cover for vacations.

CHECKLIST FOR GRIEVANCES RELATED TO VACATIONS

- What are the dates of the vacation time requested?
- When was the request made? Denied? **BE AWARE OF TIMELINES**
- What is the grievor's classification and seniority?
- How many other employees are on vacation at the requested time?
- Is there any relevant past practice to consider?
- What are the names and availability of other employees who can provide coverage during vacation?
- What is the total number of employees at same worksite in same classification?
- What articles have been violated?
- Have you included any other relevant information about the worksite?

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.

Interpretation

- An employee must take a minimum of 15 days vacation before they can make the request to be paid out for unused vacation days.

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.

Interpretation

- If an employee has not accumulated sick time and becomes sick, they can request an unpaid leave of absence.
- If an employee is off work due to illness or injury and has not accumulated sick leave, they can apply for a maximum of 15 weeks of medical benefits under the *Employment Insurance Act*.
- To apply for EI medical benefits the employee needs to obtain a Record of Employment (ROE) from the Employer.
- *Additional information about EI medical benefits can be obtained from the Employment Insurance website at: <https://www.canada.ca/en/services/benefits/ei.html>*
- If an employee does not have accumulated sick leave and has exhausted the 15 weeks of EI medical benefits, an employee can apply for benefits through the Ministry of Social Development & Social Innovation until an application for long-term disability (LTD) benefits is made.
- The Union does not have a medical assistance plan to assist employees who have exhausted their paid sick time and EI medical benefits.
- **Caution!** After an employee has been off work for three months the employee should initiate an application for LTD as it can take many months to process. After being off work for six months an employee is eligible for LTD (Clause 27.8 – Long-Term Disability).
- Full-time and part-time employees who are scheduled to work an additional shift and become ill are entitled to access their accumulated sick leave credits if they are unable to work the shift due to illness.

(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.

Interpretation

- There are a few cases where local issues agreements include a superior benefit agreement, which entitles employees to be paid out sick time.
- Sick leave credits are not transferable between employers covered under this collective agreement.

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.

Interpretation

- Regular part-time employees accumulate sick leave on a prorated basis [Clause 2.1(b)].
- Regular part-time employees accumulate sick leave for all hours worked, including additional hours (Clause 14.2(e)(1)).

**Arbitration Reference – CSSBA and CSSEA
Re Article 2 & Clause 19.1**

Arbitrator: Vince Ready

Date of Award: February 3, 2012 [#1023]

The issue before the arbitrator was whether employees, including regular part-time employees, can access sick leave benefits for additional hours of work which are scheduled in addition to regularly scheduled hours.

Arbitrator Ready ruled that regular part-time employees with a bona fide illness have the right to access their sick leave benefits to cover absences during additional scheduled hours (beyond their regularly scheduled hours) that have been offered to and accepted by the employee.

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.

Interpretation

- **Caution!** Employees are not required to give authorization to the Employer to allow the Employer to contact the employee's doctor directly.
- **Caution!** Employees are not required to give authorization to the Employer to allow direct access to the employee's medical history or records.
- **Caution!** Employees are not required to disclose a diagnosis of their condition.
- **Caution!** An Employer is not permitted to ask what medication the employee is taking or treatments the employee is undertaking.
- An Employer is permitted to ask for information about the medical restrictions, which may limit the employee's functions and abilities.

Arbitration Reference – CSSBA and CSSEA Re Clause 19.2

Arbitrator: Wayne Moore

Date of Award: June 26, 2015
[#1086]

The issue before the arbitrator was the appropriate use of forms by employers in obtaining medical information from employees.

Arbitrator Moore ruled that employers are now required to use a standardized *Medical Information Form* (see below). The *Form* may be used for absences greater than five days and does not interfere or replace the Early Intervention Program process.

MEDICAL INFORMATION FORM**PHYSICIAN FORM A****Documentation of Employee Absence from Work Due to Illness and/or Injury**

1. You are being requested to complete this form because the Employer has requested that your patient provide documentation regarding their current absence from work due to illness and/or injury.
2. The completed form is to be given to your patient.
3. Please confine your comments to the requested information only.
4. Please reference the attached Job Description for the applicable work duties.

Patient Name: _____ Employer Name: _____

Date of Injury/Illness: _____ Date of Assessment: _____

Date of Next Appointment: _____

Is this an occupational injury/illness? ☐ Yes ☐ No

Step ONE:

Is the patient able to return to work in any capacity at this time? ☐ Yes ☐ No

If No, what is the estimated date of return to work, if known? _____

If the patient is able to return to work at this time are they able to perform the full duties indicated on the attached Job Description? ☐ Yes ☐ No

If No, please complete **Step Two** and the **Physician Form B** (located below).

Step TWO:

Does the patient require a return to work on a graduated basis? ☐ Yes ☐ No

If Yes, please provide additional information by completing the **Physician Form B** (located below).

Does the patient require a temporary accommodation? ☐ Yes ☐ No

If Yes, what is the anticipated length? _____

Does the patient require an ongoing accommodation? ☐ Yes ☐ No

If Yes, please provide additional information on the **Physician Form B** (located below) and anticipated length of accommodation. _____

Have you recommended a treatment plan for your patient? ☐ Yes ☐ No

If Yes, is the patient following the treatment plan? ☐ Yes ☐ No

Has your patient been referred to a medical specialist? ☐ Yes ☐ No

PHYSICIAN INFORMATION

Name of Attending Physician (please print) Family Physician ☐ Yes ☐ No

Address City Province Postal Code

Phone Number Fax Number

Physician's Signature Date (month, day, year) _____

Please return the completed form to your patient. It is your patient's responsibility to provide the completed form to their Employer in a timely manner.

We will pay in accordance with the Doctors of B.C. - BCMA fee schedule A00060 (Minimum \$10.00 - Maximum \$41.35). Please mail your invoice to the Employer. Please note, we require original invoices not faxes. Thank you.

Employer Name _____

Address _____

PHYSICIAN FORM B

***Indicate patient's physical and/or any other medical limitations - not diagnosis.**

Physical Limitations	Duration/Comments
----------------------	-------------------

In an 8 hour day, the employee may:

Walk 0 1 2 3 4 5 6 7 8 hours ☐ No restriction _____

Stand 0 1 2 3 4 5 6 7 8 hours ☐ No restriction _____

Sit 0 1 2 3 4 5 6 7 8 hours ☐ No restriction _____

Drive 0 1 2 3 4 5 6 7 8 hours ☐ No restriction _____

Provide an explanation of the driving limitations _____

Vision ☐ Acuity _____ ☐ Depth _____ ☐ Perception _____

Hand/Wrist ☐ Single grasping ☐ Pushing & pulling ☐ Keyboarding ☐ No restriction _____

Stair Climbing ☐ None ☐ 2-3 steps ☐ Short flight ☐ No restriction _____

Ladder Climbing ☐ None ☐ 2-3 steps ☐ Short flight ☐ No restriction _____

Lifting Floor to Waist ☐ <10 kg ☐ <25 kg ☐ No restriction _____

Lifting Floor to Shoulder ☐ <10 kg ☐ <25 kg ☐ No restriction _____

Above Shoulder Activity _____

Below Shoulder Activity _____

Cognitive/Mental Limitations	Duration/Comments
Attention and Concentration <input type="checkbox"/> Mild <input type="checkbox"/> Moderate <input type="checkbox"/> Severe <input type="checkbox"/> No restriction	_____
Learning and Memory <input type="checkbox"/> Mild <input type="checkbox"/> Moderate <input type="checkbox"/> Severe <input type="checkbox"/> No restriction	_____
Decision Making <input type="checkbox"/> Mild <input type="checkbox"/> Moderate <input type="checkbox"/> Severe <input type="checkbox"/> No restriction	_____
Judgment <input type="checkbox"/> Mild <input type="checkbox"/> Moderate <input type="checkbox"/> Severe <input type="checkbox"/> No restriction	_____
Organization and Planning <input type="checkbox"/> Mild <input type="checkbox"/> Moderate <input type="checkbox"/> Severe <input type="checkbox"/> No restriction	_____
Social Interaction <input type="checkbox"/> Mild <input type="checkbox"/> Moderate <input type="checkbox"/> Severe <input type="checkbox"/> No restriction	_____
Communication <input type="checkbox"/> Mild <input type="checkbox"/> Moderate <input type="checkbox"/> Severe <input type="checkbox"/> No restriction	_____
Adaptation <input type="checkbox"/> Mild <input type="checkbox"/> Moderate <input type="checkbox"/> Severe <input type="checkbox"/> No restriction	_____
Deadlines <input type="checkbox"/> Mild <input type="checkbox"/> Moderate <input type="checkbox"/> Severe <input type="checkbox"/> No restriction	_____
Management of Staff <input type="checkbox"/> Mild <input type="checkbox"/> Moderate <input type="checkbox"/> Severe <input type="checkbox"/> No restriction	_____
Other _____	_____
_____	_____

Please provide necessary details about any restrictions or medical limitations you have identified.

Any limitations on current work schedule? ☐ Yes ☐ No

If yes, _____ days/week _____ hours/day _____ starting date _____ end date.

Please return the completed form to your patient. It is your patient's responsibility to provide the completed form to their Employer in a timely manner.

We will pay in accordance with the Doctors of B.C. - BCMA fee schedule A00060 (Minimum \$10.00 - Maximum \$41.35). Please mail your invoice to the Employer. Please note, we require original invoices not faxes. Thank you.

Employer Name _____

Address _____

*Additional medical information may be required.

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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).

Interpretation

- Although the maximum entitlement is one working day, an employee can access this leave in hourly increments.

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.

Interpretation

- If an employee's WorkSafeBC claim is denied, the employee should contact their local BCGEU office as soon as possible to ensure that any appeal timelines are met.
- A member on WorkSafeBC should keep a journal as to whom they have spoken at WorkSafeBC, the date and the details of the conversation.
- All WorkSafeBC documentation received by the employee should be kept and forwarded to the BCGEU.
- WorkSafeBC absences are considered an unpaid leave of absence. For more information see Clause 20.7.
- After 20 shifts on WorkSafeBC the employee's health and welfare benefit coverage is discontinued unless the employee pays their own benefit premiums. See Article 20.7 regarding benefits while on an unpaid leave of absence

CHECKLIST FOR GRIEVANCES RELATED TO SICK LEAVE

- What dates was the sick leave requested? Denied? **BE AWARE OF TIMELINES**
- What reasons did the employee give for the absence?
- What was the Employer's response?
- Was a medical note required? If yes, did the employee provide one? If yes, did the Employer accept the medical note? If not, why not? Have you included a copy of the medical note with the grievance form?
- Does the Employer have a sick leave policy? If yes, have you included a copy with the grievance form?
- Was the employee aware of the sick leave policy?
- Does the employee have a sick leave bank with accumulated sick leave? If yes, how many days or hours are in the sick leave bank?
- What is the employee's history of absences due to sickness?
- What articles have been violated?
- Have you included any other relevant information about the worksite?

COMMUNITY SOCIAL SERVICES EARLY INTERVENTION PROGRAM (CSSEIP)

The CSSEIP is **MANDATORY** and employees are required to participate when they are off work due to illness or injury.

Community Social Services Early Intervention Program (CSSEIP)

- the parties will follow policies and procedures set by the Joint Disability Committee
- the Employer refers an employee who has been ill or injured to the CSSEIP Benefit Service Provider
- the CSSEIP Benefit Service Provider determines the eligibility of the employee to participate in the program
- the CSSEIP Benefit Service 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 CSSEIP Benefit Service Provider monitors the progress of the employee and makes adjustments to the plan as needed to ensure a successful return to work

The Benefits of the CSSEIP are:

- Prevent feelings of loneliness and abandonment that reduce the employee's motivation to get well;
- Assist the employee to obtain appropriate health and rehabilitation services;
- Help avoid a "run-around" for the employee from one healthcare professional to another;
- Increase the likelihood of a successful rehabilitation outcome;
- Better manage the financial cost of absenteeism, including reductions in the cost of short-term and long-term disability claims.
- Success of the CSSEIP will depend on the participation of the employers and the employees, and their support of the program.

The CSS Benefit Service Provider will assign staff to an employee and will:

- Receive notification from the Employer;
- Make initial contact by telephone with the employee to determine if the CSSEIP should be initiated;
- Explain the CSSEIP to the employee, including the roles and responsibilities of the employee and EIP;
- Send out early notification packages if the early intervention program process is required;
- Receive and notify the Employer when the Early Notification Package documentation is received by the employee;
- Gather and review information about the employee's illness/injury and develop an early return to work and accommodation plan, if appropriate;
- Follow up with the employee to ensure the return to work (RTW) was successful;
- Refer the employee to their Union if they have concerns about the program;
- Refer the employee to independent medical examination or treatment programs (e.g. physiotherapy, counselling) when necessary;
- Communicate with the employee, Employer, attending physician and Union throughout the employee's absence to monitor the employee's progress and to ensure the RTW plan is followed; and
- Provide status reports to the Union, contact the Employer and encourage early submission of LTD claim forms, if the employee has been off work four months and if the employee is not expected to return to work within six months period to qualify for LTD.

The employee should:

- Complete the form in the CSSEIP Package and return;
- Speak with the CSSEIP Benefit Service Provider, employer and Union to discuss potential of an early RTW accommodation plan;
- Participate in an agreed upon early return to work accommodation plan, if approved by the employee's physician; and
- Cooperate with any recommended medical interventions, if approved by the attending physician.

Important Considerations:

- Employees can contact the Union with any questions they may have about the early intervention program;
- The Union will have a staff representative assigned to coordinate CSSEIP, and work with members and area office staff representatives through the process;
- The Union will assist the employee with any dispute;
- CSSEIP is mandatory and all employees are required to participate;
- Confidentiality is protected, and Employers do not receive information from the CSS Benefit Service Provider re diagnosis and all documentation is kept in a locked and secure area in compliance with the *Privacy Act and Regulations*;
- During the time an employee is off work due to illness and or injury they maintain their existing job, wage, and seniority;
- Prior to 18 months absence the Employer will temporarily post an employee's position until the employee is able to return to work;
- Prior to 18 months absence upon return to work, the employee returns to their former position, work location, classification and wages, as if they never left the worksite;
- If an employee is off work exceeding 18 months, the Employer may post their position, and when the employee is able to return to work, the Employer will place them in another position when one becomes available;
- After 18 months and once the employee is cleared to return to work, their classification, and wages are protected; and
- During this process the Union and Employer work to get the employee back into a position that is equal to the position they left when they became ill or injured.

Interpretation

- If an employee is off work on medical leave or on LTD, the employee may be considered for a return to work program through CSSEIP if appropriate.
- An employee on a return to work program through CSSEIP is paid by the employer for all hours worked.
- If an employee on a return to work program is working enough hours to be eligible for Health and Welfare Benefits (Article 27), even if the hours worked are less than the employee's previous scheduled hours, the Employer will pay the cost of the benefits (Clause 27.1 - Eligibility).
- If an employee on a return to work program from an LTD absence does not meet the threshold for benefits in Clause 27.1 - Eligibility, the Employer and employee continue to cost share the benefits.

Important Information about Duty to Accommodate

The duty to accommodate arises where there is *prima facie* discrimination. For example, where an employee with a bad back cannot return to their job because of their disability there is *prima facie* discrimination. The employee has a disability (a bad back), the Employer will not let them return to work as they cannot do the principal duties of their job (adverse treatment) and the disability is a factor in the adverse treatment. Once *prima facie* discrimination is established Employers must then accommodate employees to the point of "*undue hardship*." Once the point of undue hardship is reached, the Employer will be found to have met its duty to accommodate.

The following factors may be relevant to determining when the point of undue hardship has been reached:

- The financial cost to the Employer of accommodating the employee.
- The disruption of the collective agreement caused by accommodating the employee.
- Morale problems among other employees, in relation to the accommodation received by a particular employee or group of employees.
- The size of the Employer's operation.

- The interchangeability of the Employer's workforce and facilities.
- Where safety is an issue, both the magnitude of the risk and the identity of those who bear the risk.

This is not an exhaustive list of factors; there may be others, depending on the circumstances of the particular case.

Accommodation Issues

Many complex issues and questions may arise during the accommodation process, including the following:

- Could the employee seek accommodation within their current job, or within the Employer's broader operation?
- Could a new job be created, or could existing job duties be "*re-bundled*", to accommodate the employee?
- How much could a job be modified to meet the employee's need for accommodation?
- Will a temporary reassignment be sufficient, or is a permanent accommodation necessary?
- Could the accommodated employee's pay level be maintained in their new or modified position?
- Could seniority rules be bypassed for accommodation purposes?

Employees and the Union have obligations during the accommodation process. The search for reasonable accommodation for an employee or group of employees has been referred to as a "*multi-party inquiry*." In other words, it is not only the Employer, but also the employee and the Union, who have obligations during the accommodation process.

The Employer

The Employer must take reasonable steps to accommodate the employee and must propose reasonable accommodation options. More than a negligible effort is required of the Employer during the accommodation process. In disability cases, the employer may be required to make inquiries in relation to the ability of the employee with the disability and the nature of the medical disability itself. This may include engaging in an examination of the employee's current medical condition, the prognosis for recovery, and the employee's capabilities for alternative work. Before the Employer takes disciplinary action to address employee performance issues that might be related to a disability, the Employer must take reasonable steps to fully investigate the employee's circumstances.

The following questions may be relevant to determining whether the Employer's conduct or standard is reasonably necessary, and whether the Employer has satisfied its duty to accommodate:

- Has the Employer investigated alternative standards or courses of conduct that do not have a discriminatory effect on the employee?
- If alternative standards or approaches were investigated and were found to be capable of fulfilling the Employer's work-related purpose, why were they not implemented?
- To accomplish the Employer's work-related purpose, is it necessary for all employees to meet the single standard adopted by the Employer? Or can standards that are more reflective of group or individual differences and capabilities be adopted?

The Union

- The Union must not impede the reasonable accommodation efforts of the Employer. If reasonable accommodation is only possible with the Union's cooperation, and the Union blocks the Employer's accommodation efforts, the Union will become a party to the discrimination. If the accommodation proposed by the Employer disrupts the collective agreement or negatively affects the rights of other bargaining unit employees, and if there are other reasonable accommodation options available, the Union may be justified in refusing to cooperate with the proposed accommodation. However, in such circumstances, the Union should propose other accommodation options if possible.

The Union and the Employer cannot contract out of their human rights obligations. They cannot refuse to reasonably accommodate an employee simply because the allegedly discriminatory conduct or standard flows directly from a provision of the collective agreement.

The Employee

The employee alleging discrimination has a duty to facilitate the search for their accommodation. The employee should identify their need for accommodation. At the same time, the Employer cannot be wilfully blind to an accommodation need that has not been expressly identified by the employee. The employee should communicate with the Employer during the accommodation process and should provide relevant information (including medical information) that is reasonably requested by the Employer.

In some cases, the employee may have a duty to participate in retraining to facilitate the accommodation. In addition cases, the employee has a duty to participate in rehabilitation programs or other course of treatment prescribed or agreed to. The employee does not have a duty to originate the accommodation solution. That duty is the Employer's. However, if the employee refuses a reasonable accommodation option proposed by the Employer, the Employer may be discharged of its duty to accommodate. An accommodation option need not be perfect; it need only be reasonable.

ARTICLE 20 - SPECIAL AND OTHER LEAVES

Information to consider

- The 2019-2022 agreements were negotiated prior to the improvements to *Part 6 – Leaves and Jury Duty*, of the *BC Employment Standards Act*.
- Consider the changes to this section of the Act:
http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/00_96113_01#part6
- <https://www2.gov.bc.ca/gov/content/employment-business/employment-standards-advice/employment-standards/time-off/leaves-of-absence>
- The *BC Employment Standards Act – Family Member Regulation* is effective June 24, 2019 and defines "family member": http://www.bclaws.ca/civix/document/id/crbc/crbc/137_2019

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, father-in-law, mother-in-law, parent-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. Up to an additional two days without loss of pay may be taken associated with travel.

(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.

Interpretation

- Bereavement Leave allows an employee time to grieve, make arrangements for the funeral or to attend to business and estate matters relating to the death of a family member.

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;

Interpretation

- See Article 21 for further information regarding Maternity and Parental Leave benefits.

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

Interpretation

- A serious household emergency usually takes place at or around an employee's home (e.g. fire, theft, flood).
- A domestic emergency is an event that usually occurs in relation to the employee's immediate family, but not necessarily in or around an employee's home.

- (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.

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 anybody 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 anybody 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;

Interpretation

- The two full-time positions within the BCGEU are the President and Treasurer. Elections are held at the BCGEU Constitutional Convention every three years.
- Any other elected position with the BCGEU accesses union leave through Clause 3.10.

- (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.

Interpretation

- This leave is a paid leave and therefore seniority and all other benefits of the collective agreement apply.
- An employee may apply to use their vacation time to cover their absence under Clause 20.4(b) above.
- An employee who is jailed pending a court appearance needs to contact the Employer immediately to inform the Employer they are not available for work.

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.

Interpretation

- For example, during an election if the polls are open from 8:00 a.m. until 8:00 p.m. and an employee works from 8:00 a.m. to 6:00 p.m., the Employer is obligated to let the employee leave at 4:00 p.m. in order for the employee to have four clear hours off work to vote.

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.

Interpretation

- Employees should have written confirmation that their leave has been granted prior to commencing the leave.

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.

Interpretation

- WCB has been determined to be an unpaid leave by an arbitrator – see arbitration reference below.
- An employee has the right to continue coverage of their health and welfare benefits **either in whole or in part** (Article 27, Information Appendix A - Group Benefits Plan Equivalency Provisions).
- If the employee chooses to maintain a benefit while on an unpaid leave, the benefit costs need to be arranged and confirmed by the Employer.
- Employees may want to arrange to give the Employer post-dated cheques to cover their benefit costs during their unpaid leave.
- If the employee chooses not to maintain a benefit while on an unpaid leave, the benefit is cancelled and will not be reinstated until the employee returns to work.
- This article does not apply to LTD absences. While off work and in receipt of LTD, the Employer must pay 50% of the cost of premiums for the employee's Medical, Dental and Extended Health plans and the employee pays 50% of the premiums if the employee wishes to maintain coverage.
- This article does not apply to leaves under Article 21 (Maternity and Parental Leaves).

Arbitration Reference – CSSEA (Centaine Support Services Inc.) and BCGEU Re Clause 20.7 Health and Welfare Benefits while on Unpaid Leave of Absence

Arbitrator: Brian Foley

Date: March 4, 2002 (#780)

Arbitrator Foley concluded that a WCB absence is an unpaid leave of absence and after being absent on WCB for twenty work shifts, the employee's benefit coverage will be terminated unless the employee pays 100% of their monthly health and welfare premiums.

The Union applied under section 99 at the Labour Relations Board, for review of Arbitrator Foley's decision. The Labour Relations Board dismissed the Union's application.

Arbitration Reference - CSSEA and CUPE
Re: Benefit Premium Costs – Employees on STD and LTD

Arbitrator: DON MUNROE

Date of Award: NOVEMBER 26, 2003

Arbitrator Munroe concluded that Short Term Disability and Long Term Disability absences are NOT unpaid leaves of absence (Award #A-243/03).

SAMPLE LETTER RE CLAUSE 20.7

Date _____

Name _____

Address _____

Dear (name) _____

I am writing to inform you about your health and welfare benefits while you are away.

According to the collective agreement the employer is responsible for the costs of your benefits for the first 20 shifts that you are away from work. After that date, the employee becomes responsible for the cost of the benefits. Your 20 shifts ended _____

The following is a breakdown of the benefits and costs per month that are applicable to your:

Medical Services Plan of BC	\$ _____
Group Life	\$ _____
Long Term Disability Plan	\$ _____
Dental	\$ _____
Extended Health	\$ _____

You have the option of continuing coverage in all areas, selected areas, or not continuing coverage at all. If you wish to continue coverage, you must remit to _____ the benefit premiums, in advance, for each month, beginning March 1, 2011. As your 20 shifts ended part way through February, there is a pro-rated amount of \$_____ owing for February.

Sincerely _____

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.

Interpretation

- Employees who are on compassionate care leave will have their benefits continued in accordance with the *Employment Standards Act*. [See *Part 6 – Leaves and Jury Duty, 54(2) – Duties of the Employer*]

CHECKLIST FOR GRIEVANCES RELATED TO LEAVE REQUESTS

- What type of leave was requested?
- Have you included details of the leave request (verbal or written)?
- What date was leave requested? Denied? **BE AWARE OF TIMELINES**
- What reason did the Employer give for denying the leave request?
- Does the Employer have a policy regarding the type of leave requested?
- What is the past practice of the Employer regarding the type of leave requested?
- What articles have been violated?

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.

Interpretation

- If you intend to request a maternity or parental leave go to the Service Canada website at <https://www.canada.ca/en/services/benefits/ei/ei-maternity-parental/apply.html> for details about eligibility requirements and benefits.
- In order to obtain maternity or parental benefits, an employee must have worked 600 hours in the last 52 weeks or since their last EI claim to qualify.
- If an employee is working with a high-risk client or has other concerns about their safety at work while pregnant, the employee should consult with the employer immediately to request an alternate position for the duration of the pregnancy.
- Employees will receive a Record of Employment, which must accompany their application for EI benefits.

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.

Interpretation

- A pregnant employee may choose to take parental leave after maternity leave.
- If both parents work for the same employer, they are both entitled to take parental leave. However, employees in this circumstance should enquire with Service Canada regarding payment of EI benefits.
- If the spouse or partner of a pregnant employee who takes maternity leave works for another employer, they should check what entitlements are available with the other employer. If an employee is applying for parental leave, and their partner works for the provincial government, the partner is also entitled to take parental leave up to 61 weeks.
- Parental leave must commence within 78 weeks of the birth of the child but does not necessarily have to be completed within 78 weeks of the birth of the child.

21.3 Leave without Pay

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

Interpretation

- Pay for maternity and parental leave is provided through EI subject to the employee meeting the eligibility requirements.

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).

Interpretation

- At the time the employee is applying for EI Benefits, they must elect either standard leave within 52 weeks of the birth of the child, or extended leave within 78 weeks of the birth of the child.
- An employee can request an extension to their leave for five weeks if the child requires further medical assistance - see Clause 21.2(c).
- Employees should notify the employer as soon as possible if they need to access leave under Clause 21.1(f) or 21.2(c).

21.5 Return from Leave

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

Interpretation

- Employees returning from leave may buy-back pension time (ie. contributory service). In this circumstance the employee must pay both the employee and Employer portions. Employees should contact the Municipal Pension Plan for further details - see Article 31.

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

- 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.
- 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).
- 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

- Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.
- 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 Clause 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.

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:

² *Geographic Area: A group of communities where it is practical for multiple locations to meet together.*

- (1) the Committee will be comprised of a minimum of two members appointed by the Union and two members appointed by the Employer. In no case will the Employer's members outnumber those of the Union.
- (2) a chairperson and secretary will be elected from and by the members of the Committee. Where the Chairperson is an employer member, the secretary will be an employee member, and vice versa.
- (d) Worker representatives who attend meetings of the Committee will be without loss of pay for the time spent on this Committee. Time spent to prepare for meetings and fulfill other duties and functions of the committee, as outlined in section(s) 130 – 140 (Functions of Committee and Participation of Members) and 174 (Investigation Process) of the Workers Compensation Act, will be compensated as prescribed by section 134 of the Act. Where the meeting or required duties are conducted outside the committee members' regular working hours, committee members will receive straight-time pay.
- (e) All minutes of the Committee will be recorded in a mutually agreed format and copies will be forwarded to the union representatives of the Committee.
- (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.
- (h) Each new joint Occupational Health and Safety committee member and Worker Health & Safety representative selected following April 3, 2017 will receive training as outlined in section 3.27 of the Worker Compensation Occupational Health and Safety Regulation, without loss of pay or benefits.

Interpretation

- The Union provides a two-day Occupational Health and Safety course to committee members.
- Joint Safety and Health Committee members who attend the OHS training will learn about the structure and function of the committee as well as relevant provisions of the *Workers Compensation Act* and Regulations.
- Union members who attend the course will be granted union leave with pay.
- Employers are welcome to attend OHS training at the BCGEU.
- Each worksite is required to have a Joint Safety and Health Committee.
- Employers cannot appoint union representatives to the Joint Safety and Health Committee.
- Members are only appointed by the staff representative of the BCGEU assigned to the worksite.
- The staff representative will send a letter to the employer notifying them of the appointments to the committee.
- All committee appointees have equal status and voice.
- An employee cannot be disciplined for raising health and safety issues at the committee.
- Committee meeting minutes are recorded and need to be approved by all committee members prior to being posted at the worksite.
- Approved committee meeting minutes are posted on the union bulletin board.
- Employers are required to have a hard copy of the *Workers Compensation Act* and the Occupational Health and Safety Regulations at the worksite if employees do not have access to a computer or the internet.
- Under the Occupational Health and Safety Regulations employees have the right to information about any hazard in their workplace.
- Employees also have the right to question the employer about any health and safety concern and the right to refuse work if they believe their health and safety is at risk.

- The *Workers Compensation Act* and the Regulations are available online at www.worksafebc.com.

22.4 Unsafe Work

- 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.
- 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.

Interpretation

- If an employee exercises their right to refuse unsafe work, Information Appendix B needs to be reviewed and followed by the employee.
- If a member is refusing to carry out unsafe work, they MUST IMMEDIATELY report the unsafe working condition to their employer.
- Refusal to perform unsafe work is not considered a strike - see *Labour Code* section 63(3).

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.

Interpretation

- The Employer does not dictate if an employee requires defusing, debriefing or needs to see a medical practitioner.

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.

Interpretation

- WCB Regulations require that an incident report be completed for all injuries during work.
- Stewards should direct injured employees to the WCB website at www.worksafebc.com

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.

Interpretation

- If the Employer takes any action against an employee who has refused a vaccination the staff representative should be contacted immediately.

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.

- **TIPS for Stewards when assisting a member under Article 22**
- If an employee is injured at the worksite, ensure all documentation is completed, including WCB claim form if required.
- Ensure the employee seeks medical attention.
- Report all incidents to the supervisor/employer no matter how small it may seem.
- If an employee is refusing unsafe work, review Information Appendix B.
- Employees should be encouraged to write down what occurred, for their own records.
- Employees must complete forms required by the employer in reporting incidents/accidents/injuries.
- An Employer may need to be reminded of their responsibility to investigate an unsafe work incident.
- If the employee is not in agreement with the Employer's assessment of what occurred at the worksite and believes the matter is not resolved, the supervisor/employer and employee must notify a WCB officer.
- An employee cannot be discriminated against or disciplined for exercising their right to refuse unsafe work.
- After WCB has investigated the incident, recommendations may be issued and the Employer is obligated to comply with the recommendations.
- It is the Employer's responsibility to supervise the workplace and to ensure worker safety.
- OHS Committee members should set an example by practising and promoting workplace safety and initiatives put forth by the Committee.
- It is the responsibility of the employer to enforce compliance of health and safety procedures at the worksite.
- If an employee has been injured at work and is experiencing problems with their WCB claim, they should contact their local BCGEU area office as soon as possible for assistance.
- Employees should be aware that there are timelines related to WCB claims and appeals – contact your local BCGEU area office for assistance as soon as possible.
- Employees should keep all correspondence received from WCB as the union will need to see all correspondence in order to assist the employee.
- If an employee is off work and receiving WCB, the employee should keep a daily log which includes phone calls from WCB, the union, the employer, medical appointments, etc.
- The OHS Committee should maintain a list of employees who are off work due to injury/illness so the Committee can offer assistance to the member if necessary.

Your Safety Rights KNOW THEM – USE THEM

RIGHT TO KNOW	about workplace dangers
RIGHT TO PARTICIPATE	in workplace health and safety through Joint OH&S committee
RIGHT TO REFUSE	unsafe work
RIGHT TO NO DISCRIMINATION	you can't be fired or disciplined for participating in health and safety
INJURED AT WORK?	seek First Aid & report your injury to a supervisor seek medical attention, if needed report your injury to WCB by calling Teleclaim 1-888-967-5377

April 28 remembering lives lost or injured in the workplace

Safety Through Solidarity

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.

Interpretation

- The Employer should provide the advance notice to the BCGEU staff representative.
- Ideally any technological changes should be discussed at the Labour Management Committee meeting prior to advance notice being given.

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.
- (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/worksites (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.

Interpretation

- All vacancies and new job postings are to be copied to the staff representative at the area office.
- Stewards should keep copies of the job postings for at least three months.
- The intention of Clause 24.1(c) is to maximize the number of employees who receive health and welfare benefits.
- The Employer can cancel a posting at any time.

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"*.

Interpretation

- Qualifications must be included in the posting.
- Qualifications must be related to the actual job duties and must be consistent with the classification for the position.
- A bona fide occupational requirement (BFOR) is a standard or rule that is integral to carrying the functions of a specific position. For a standard to be considered a BFOR an Employer has to establish that any accommodation or change to the standard would create an undue hardship. For example, an airline pilot must have very good eye sight. This standard is integral to carrying out the duties of a pilot's job.
- Any change to a job description must be forwarded to the Union's classification department in accordance with Section 6 of the Maintenance Agreement (see Information Appendix C). The employer's changes are subject to the union's agreement.
- An employer may not list a preference for qualifications that are not required in accordance with the classification for the job.
- NOTE! There was an oversight when reviewing the 2019-2022 agreements. The parties agree to change the statement "This position is open to all male and female applicants" to "This position is open to all qualified applicants" to keep in line with our agreement to use gender-neutral terms.

Arbitration Reference – CSSBA & CSSEA
Recommendations re the Application of Article 24

Arbitrator: John Steeves

Date of Award: May 2, 2007

The CSSBA filed a grievance to dispute the practice by employers of stating on a job posting that preference would be given to applicants with an education level higher than required by the job description.

The parties agreed to the following without prejudice recommendations:

1. The Employer may make changes to a job description subject to the Maintenance agreement and dispute resolution mechanism in that agreement.
2. With regards to qualifications, effective April 1, 2007, the Employer agrees not to list a preference for a Master's Degree in a posting unless it is included as a qualification in the job description under the JEP for those positions being posted or the Union otherwise agrees.
3. Effective April 1, 2007, the Employer may create a posting that states: "*Candidates with lesser qualifications may apply*".
4. Selection is subject to Article 24 of the collective agreement.

24.3 Appointment Policy

- (a) In filling vacancies, the determining factors will be seniority, ability, performance and relevant qualifications. These four factors will be given equal weight. Where these factors are relatively equal, seniority will be the determining factor.
- (b) In filling supervisory vacancies, the determining factors will be ability, performance, and relevant qualifications. These three factors will be given equal weight. Where these factors are relatively equal, seniority will be the determining factor.
- (c) Where the ability, qualifications and performance of the internal applicants is clearly insufficient for a posted position, the Employer may appoint an external applicant with the required ability and qualifications whose references indicate a suitable level of performance.
- (d) In this article, "*performance*" means a reasonable assessment of an applicant's fulfilment of their relevant job related duties only, including evaluation reports. It does not include those employee records older than 18 months that must be removed from an employee's file in accordance with Clause 11.4(d) (Right to Grieve Other Disciplinary Action).

Interpretation

- This language differentiates filling supervisory vacancies from other vacancies.
- Where there are no qualified members, the Employer may hire from outside the organization.
- When evaluating an applicant's performance, such as a review through employee records, and there is a document older than 18 months, in accordance with Clause 11.4(d) – Right to Grieve Other Disciplinary Language, then such document cannot be used by the Employer.

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.

Interpretation

- A *bona fide* reason is a reason that serves a legitimate work purpose.

24.5 Trial Period

When a vacancy is filled by an existing employee, the employee will be confirmed in the new job after a period of three calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may extend the period for a further three months. If the employee is unable to perform the duties of the new job, they will be returned to their former position and wage or salary rate without loss of seniority.

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.

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.

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.

Interpretation

- A trial period is different than a probationary period.
- A trial period applies to existing employees whereas a probation period applies to new employees.
- A trial period gives an employee time to decide if they want to return to their former position.
- During the trial period the employer will assess the employee's ability to perform the duties of the new position.
- The extension of the trial period is to allow for a reasonable time frame in which to assess the employee's ability to perform the duties of the new position if it was interrupted due to absences.

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.

Interpretation

- If an employee is requesting a union observer they need to contact the BCGEU as soon as possible so the BCGEU can arrange for someone not from their own worksite.
- The BCGEU will inform the Employer who will be attending as union observer.
- The identity of any employee who requests a union observer is never disclosed to the Employer.
- The union observer's role is to ensure that the job selection process is fair.
- The union observer should record detailed notes about the interview process including the questions and answers for each applicant.
- The union observer's notes are submitted to the BCGEU once the interview process is complete.
- In order to ensure that a union observer is available, ample notice of the request must be given to the BCGEU.
- See the Provincial Executive Policy below re Union Observers on Selection Panels.

PROVINCIAL EXECUTIVE POLICY REFERENCE MANUAL

Section E Policy 10

Section:
CONTRACT ADMINISTRATION

Subject:
**UNION OBSERVERS ON SELECTION
PANELS**

Incorporated:
April 3, 2007
Latest Revision:
March 21, 2018
By:
PROVINCIAL EXECUTIVE

1. If a member or steward wishes a union observer present at a selection panel and has a contractual entitlement to do so, **they** will:
 - (a) Make the request in writing (letter or e-mail) **to the appropriate area office.**
 - (b) Make the request at the same time as **they** apply for the position.
 - (c) **Provide all posting information.**
2. Locals will provide the area office with a list of the executive members and/or stewards who are prepared to act as union observers on selection panels. **Staff representatives will liaise with locals on an annual basis to keep the observers' list current and full.**
3. When a request for a union observer has been made one of the **member observers** from the component in which the competition falls, will be contacted **by the area office** to determine if they are able to serve as union observer.
4. The member chosen must be a "disinterested party". This means they should not be from the work area involved; a friend of one of the applicants; or involved in the competition in any way. Do not advise anyone which applicant requested the observer. **The area office will coordinate with the employer to arrange for observation.**
5. At least two weeks notice for leave of absence must be provided to the observer. If the union observer is unable to attend a panel because of unexpected circumstances, try to make arrangements for another observer.
6. The Union Observer Report form should be sent to the area office within a week of the selection panel. If it is not received with two (2) weeks, contact the observer to find out what happened.
7. **The area office will** retain the report. If no appeal is filed **within the appropriate timelines**, the report may be deleted.
8. No overtime shall be paid if the interview continues beyond the employee's normal quitting time; or on the employee's scheduled day off.

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.

Interpretation

- Clause 24.7 is the first step to an employee deciding whether to grieve an unsuccessful job competition.
- An employee should request the reasons in writing as per Clause 24.7(c).

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.

Interpretation

- The time frame of seven days to file a grievance pursuant to Article 24.8 is not the same as the grievance procedure set out in Article 9 – Grievances.
- Read the interpretation section under Clause 24.9 – Expedited Process to ensure that you are filing the job selection grievance under the article that has the fastest process.

24.9 Expedited Process

(a) Where an Employer has made a selection pursuant to Clause 24.3 (a) (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.

Interpretation

- An employee should review Clause 24.3 - Appointment Policy prior to filing a job selection grievance and identify what aspect of Clause 24.3 was been violated in the job selection process.
- When a job selection grievance is filed and a union observer was present during the job selection process, the steward should inform the staff representative so that the union observer's notes can be obtained by the staff representative.
- Grievances under Clause 24.3 – Appointment Policy can be pursued under one of these articles of the collective agreement:
- Clause 24.9 – Expedited Process – can be used only for selections made under Clause 24.3(a) and must be grieved within seven days of being notified of the result.
- Article 9 – Grievances - the grievance can be pursued as a normal grievance within 30 days of the result.

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.

Interpretation

- An employee could be called for an interview while on vacation. However, the Employer must have legitimate business reasons for requiring an employee to attend an interview while on vacation.
- Employees who are unable to attend an interview while on vacation should consult a steward as soon as possible.

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.

Interpretation

- Eligibility for benefits is based on regular scheduled hours worked.
- If a temporary vacancy becomes permanent it must be posted.
- The status of an employee refers to casual, part-time or full time.

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.

Interpretation

- The Employer has the right to perform evaluation reports on all staff.
- Stewards are not normally present during evaluation interviews as this is not a disciplinary meeting.
- An employee may ask questions about the evaluation report prior to signing it.
- Evaluation reports that do not provide an opportunity to disagree with the report are invalid.
- Evaluation reports are placed on an employee's personnel file for an indefinite period. Employees should obtain a copy of the report for their records.
- Evaluation reports should not include any references to discipline.

CHECKLIST FOR GRIEVANCES RELATED TO JOB SELECTION

- What job did the grievor apply for? Title, classification etc.
- Have you included a copy of the job posting?
- What is the grievor's current job and classification?
- What is the grievor's seniority date?
- What experience, if any, has the grievor had in the posted job?
- Who is the successful candidate? What is their former job and classification? What is their seniority date?
- What experience, if any, has the successful candidate had in the posted job?
- Have you included details about what happened at the job interview? Who conducted the interview?
- Who was interviewed for the position? Include names and details, if known, about all candidates.
- Was a union observer present during the interview process? If yes, have you included the observer's notes?
- What date was the grievor notified that they were not the successful candidate?

BE AWARE OF TIMELINES

- Did the employer provide reasons as to why the grievor was not the successful candidate? If not, has the grievor requested written reasons pursuant to Clause 24.7(c)?
- Have you asked the employer for the interview scores?
- What articles have been violated?
- Have you included any other relevant information about the worksite?

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.

Interpretation

- This article references two types of staff development leave: one at the request of the Employer [Clause 25.2(a)] and one at the request of the employee [Clause 25.2(b)].
- In both circumstances the employee normally makes the application for the staff development leave to the Employer. In the application the employee should specify whether the leave request falls under Clause 25.2(a) or (b).
- Even though Clause 25.2(a) states "*at the request of the Employer*", in practice, the employee identifies a course and seeks approval from the employer.
- If the employee is applying for leave under 25.2(a) they should explain how the training fits within the purpose set out in Clause 25.1.
- If an employee's request for leave under 25.2(a) is declined by the employer it is only grievable if it can be shown that the employer acted unreasonably in considering the request. For example, if all other staff doing similar work had been approved to take course A and the Employer refused to approve it for a particular employee, this may be reasonable.
- Employees who believe courses, seminars, workshops, etc. would be beneficial to the staff can request that career development issues be added to the Labour Management Committee agenda for review.

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.

Interpretation

- Even if the Employer has direct deposit of paycheques, the employer must still provide a comprehensive statement in accordance with Clause 26.2(b).
- The comprehensive statement should be available the same day as the pay is deposited into their bank account.
- Employers cannot deduct monies from an employee's pay without the employee's consent.
- The *Employment Standards Act*, Part 3, Section 21(1) states: "*Except as permitted or required by this Act, or any other enactment of British Columbia or Canada, an employer must not directly or indirectly, withhold deduct or require payment of all or part of an employee's wages for any purpose.*"
- If an employee disputes the debt to the Employer they should contact their steward.
- If an Employer receives a court document ordering deductions from an employee's pay, the Employer must make the deductions.
- Union dues are deducted from employee's wages (see Article 5).

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.

Interpretation

- Appendix A should be reviewed for further information about implementation, wage protection, increment steps, non-provincially funded positions and classifications.

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 her 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 her position that is caused other than by the employee herself.

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	\$0.49
Effective April 1, 2020	\$0.50
Effective April 1, 2021	\$0.51

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.

Interpretation

- If employees are required to transport clients in their own vehicle they must ensure that their vehicle is properly insured for work purposes.

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

Interpretation

- Meal allowance coverage does not include an employee who, during their regular workday, travels between locations of their assigned work.
- There is no requirement to provide meal receipts to the Employer.

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.

Interpretation

- A travel advance includes costs of hotel, mileage and meals.

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.

Interpretation

- As a condition of continued employment, criminal record checks will be paid by the Employer when required.

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 her probation period or their trial 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 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.

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

Interpretation

- Health and welfare benefits do not apply to casual employees unless they are in a temporary position that is greater than three months (see Clause 30.6 and 24.10).
- MOA #6 states that employees hired prior to April 1, 2004 have a health and welfare benefit entitlement threshold of 15 or more hours.

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 Dependents

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

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

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

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

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

Interpretation

- Common-law spouse includes same gender 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.

Interpretation

- Clause 27.5 provides an overview of the dental coverage. See Information Appendix A for details of dental services covered.
- Employees and dependents are ineligible for coverage if enrolled in another dental plan that is equal or better to this dental plan.
- If an employee's spouse has dental coverage and their premiums are partially paid by the spouse, the spouse's dental plan is not comparable because the spouse pays some of the premium costs. In this case, the employee and spouse could be covered under the employee's dental plan.

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, her 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.

Interpretation

- Clause 27.6 provides an overview of the extended health coverage. See Information Appendix A for details of extended health services covered. Extended health coverage is not limited to eyeglasses and hearing aids.
- MOA #11 allows for "status Indians" under the federal *Indian Act* to maintain extended health benefits under this plan as well as the federal plan coverage.
- Employees and dependents are ineligible for coverage under this plan if enrolled in any other extended health plan.
- Effective April 1, 2016, oral contraceptives are to be removed from the excluded list.

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).

Interpretation

- Employees may purchase additional insurance coverage if the option is available by the carrier.
- See MOA #7, which provides for advance payment of group life benefits under certain specified circumstances.

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).

Interpretation

- To qualify for LTD an employee must be a regular full-time or regular part-time employee working 20 or more regularly scheduled hours per week.
- To qualify for LTD an employee must be totally disabled for six months.
- Check MOA #5 re: Long Term Disability Plan for the Coverage Amount; each collective agreement has a different LTD threshold amount that is adjusted each year.
- An employer cannot terminate an employee on LTD.
- 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.
- If an employee is in receipt of LTD an employee can elect to continue any or all of medical, dental and extended health benefits as long as the employee remains an employee and pays 50% of the contribution to the employer in advance.
- See Information Appendix A for details of the LTD plan and coverage.
- Article 27 does not apply to casual employees.
- A casual employee working in a temporary full-time position is not eligible for LTD.

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.

Important Points to Know about Health and Welfare Benefits

- If you become aware that your employer is not providing health and welfare benefits as set out in Information Appendix A contact your BCGEU staff representative.
- Your employer must provide health and welfare benefits through an insurance carrier.
- Currently there are three insurance carriers who provide health and welfare benefits as set out in Information Appendix A. They are Health Benefits Trust (HBT), the Federation of Child and Family Services Association Benefit Plan (provided by Schmunk Gatt Smith and Associates) and the Community Services Benefits Trust (CSBT).
- The LTD plan must include an Early Intervention Program (EIP).
- The LTD plan must include a Claims Review Committee (CRC) process.
- An employee must use their Direct Pay card for prescription medications in order to ensure that the drug is covered under the extended health plan. Employees in the past who have chosen to pay out of pocket for their prescription medications have discovered, only after having had their claims for reimbursement refused by the insurance carrier, that the drug was not covered under the extended health plan.

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.

Interpretation

- This clause only applies to damaged personal possessions that are either suitable for work or authorized for use by the Employer.

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.

Interpretation

- If an employer has not maintained equipment and supplies and an employee is unable to work, they are entitled to their full rate of pay, as if they had worked.
- If there is a power failure or other reason that is not the fault of the employee that effects the use of equipment and supplies, the employer must pay the employee's wages as if they were at work

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 judgement or bring or defend any litigation in respect of them.

Interpretation

- If an employee is sued for something arising out of the proper performance of their work the employee should notify the employer at the earliest opportunity.
- The employer can choose to either pay the employee's legal costs or hire a lawyer themselves.
- In criminal matters, only after an acquittal is the employer obliged to pay the employee's reasonable legal fees if the charge arises out of the proper performance of their work duties.

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.

Interpretation

- Collective agreements can be found on-line at agreements.bcgeu.ca; enter your employer's name to find your agreement.

28.6 Contracting Out

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

Interpretation

- If you become aware of bargaining unit work that is being performed by a person outside of the bargaining unit contact your BCGEU staff representative with the details.
- This article does not apply to the situation where an employer loses a funding contract with the Ministry. That circumstance is covered by Information Appendix D - Continuity of Service and Employment.
- An example of the operation of this article is found in the Arbitration Reference below (#945 in the BCGEU Grievance database).

Arbitration Reference: Prima Enterprises and BCGEU**Arbitrator:** Vincent L. Ready**Date of Award:** February 28, 2007 (#945)

In this case the grievors were laid off and the work was contracted out. The employer claimed that the lay-offs were not in breach of the collective agreement because of budgetary considerations. However, Arbitrator Ready found that this was a clear breach of the restriction on contracting out in this article. The contracting out caused the lay-off and therefore was a breach of the agreement.

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.

Interpretation

- Employers may discipline employees who make medication errors. This includes employees involved directly (i.e. giving the medication to the client) and indirectly (i.e., checking and signing off that the medication was given).

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.

Interpretation

- Any job descriptions created or modified by the Employer must be approved by the Union as set out in the Maintenance Agreement and Classification Manual (see Information Appendix C).

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 Class 5 Driver's License.

Interpretation

- This article covers required certificates such as first aid, non-violent crisis intervention, food safe, driver's licenses and CPR. This is not an exhaustive list.
- With respect to Class 4 Driver's Licenses, the Employer will reimburse as follows:
 1. The ICBC License Renewal Fee;
 2. The ICBC Medical Form Processing Fee; and
 3. The Medical Exam cost up to the limit provided by the BC Medical Association Fee Guide and not paid by the employee's extended health plan.
- Employers are not required to pay an employee for the time taken to renew their driver's license.
- Employers are not required to pay for the initial certificate but pay the cost associated with renewal of the required certificate.
- Unfortunately, an arbitrator has interpreted this article such that if an employee attends a course when they are not normally scheduled to work, the employee will not be paid.

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.

Interpretation

- Questions to ask when volunteers are at your worksite:
 1. What are their duties?
 2. Has there been an elimination of positions in the bargaining unit?
 3. Have the volunteers taken work that would have otherwise been offered to casual employees?
- If the answer to question 2 or 3 above is "yes" contact your BCGEU staff representative.

ARTICLE 29 - HARASSMENT

Interpretation

- A harassment complaint is **not** a grievance and is not recorded on a grievance form.
- A union cannot initiate a harassment complaint on behalf of a member, but can assist a member.

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.

Interpretation

- Employers are required to investigate sexual harassment complaints.
- The list above does not represent all forms of sexual harassment.
- Employers should make sure that all employees know what conduct constitutes sexual harassment and that it is not acceptable at the worksite.

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.

Interpretation

- While an employee is entitled to file a human rights complaint at the BC Human Rights Tribunal, generally employees cannot obtain remedies from both the Tribunal and through the harassment complaints procedure in the collective agreement.
- The Union may provide representation to an employee who has filed a complaint under the collective agreement. However, if the employee elects to file a complaint at the BC Human Rights Tribunal, the union does not provide representation.
- A steward who is either involved in an incident or is a witness to work behaviours should not be representing a complainant or respondent due to a potential conflict of interest.
- If both the complainant and respondent are union members they are both entitled to union representation.
- These cases are complex for the union who has a responsibility to represent all members involved, which could be both the complainant and respondent who have competing interests. Contact your BCGEU staff representative for assistance.

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 they deem 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.

Interpretation

- The complaints procedure includes complaints filed against an Executive Director and the procedural change also applies to systematic issues at work. This language was developed through experiences gained by the respective legal departments of the CSSBA and CSSEA.

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.

Interpretation

- A casual employee's status will change only if they accept a regular position with the Employer.
- Casual employees do not have access to the full benefit of the collective agreement (see Clause 30.6).

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).

Interpretation

- Casual employees should review the seniority list to ensure that their seniority is correct.
- For example, casual employee Jen has 1000 hours of seniority and goes off on maternity leave. Casual employee Lucy is immediately below her on the seniority list and has 980 hours of seniority at that time. The difference in seniority hours between these two employees is 20 hours. When Jen returns from maternity leave, Lucy now has 2,113 seniority hours. Jen would be placed on the seniority list immediately above Lucy and Jen's new seniority hours would be 2,133 hours to maintain the difference of 20 hours between them.

30.3 Casual Call-In Procedures

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

Interpretation

- Casual call-in procedures are negotiated by the union and the employer on a local basis and procedures may vary between worksites.
- Casual employees must ensure that they review the casual call-in procedure for their worksite.
- In many local issues agreements there is a penalty for not being available.
- Each employer maintains a casual call-in list.
- Casual employees need to ensure they are being called in according to the casual call-in procedure. Employees should keep track of the shifts they have worked and the shifts for which they were available.
- If a casual employee is not called for an available shift contrary to the casual call-in procedure, the casual employee should contact a steward.

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.

Interpretation

- **Caution!** If a casual employee resigns their position, the employer is not obligated to rehire them.
- If the employer rehires the casual employee within sixty days, the casual employee's seniority will be restored as the date of resignation.

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).

Interpretation

- The local issues agreement may contain a procedure by which casuals can request time off or indicate their unavailability without penalty.
- If the local issues agreement does not contain a procedure by which casuals can request time off or indicate their unavailability without penalty then the casual employee should make a written request for time off to the employer.
- Casual employees are hired to cover absences of regular employees or to augment staff during peak periods. Therefore, a casual employee's request for time off may be denied.
- Casual employees filling a temporary part-time or full-time vacancy should refer to Clause 24.10(b) for details on how this provision applies when they are filling a vacancy.

30.6 Application of Agreement to Casual Employees

The provisions of Articles 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.

Interpretation

- The only circumstance when a casual employee is eligible for health and welfare benefits is covered in Clause 24.10(b). Despite their eligibility for health and welfare benefits, the employee's status remains casual per Clause 2.1.

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.

Interpretation

- Regular employees will be given an opportunity to work on a statutory holiday before casual employees are offered the work.

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).

Interpretation

- When a regular employee transfers to casual status their regular seniority is converted to hours. At that point the employee's seniority will accrue in the same manner as other casuals.
- Any accrued vacation time should be taken by a regular employee prior to a transfer to casual status.

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.

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

Pamela Pye
B.C. Government and Service Employees' Union

Kari Bepple
B.C. Government and Service Employees' Union

Michelle Davis
B.C. Government and Service Employees' Union

April Duffield
B.C. Government and Service Employees' Union

Wynn Hartfelder
B.C. Government and Service Employees' Union

Rob Keddle
B.C. Government and Service Employees' Union

Tammy Lewis
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

Sara Grujin
Community Social Services Employers'
Association

Courtney McLachlin
Community Social Services Employers'
Association

Fernando Coelho
PosAbilities Association of British Columbia

Bernadette Spence
Vancouver Aboriginal Children & Family
Services Society

Lyndale George
Haida Child and Family Services Society

Diane Entwistle
Okanagan Boys & Girls Clubs

Deborah Joyce
District 69 Family Resource Association

**SIGNED ON BEHALF OF
THE ASSOCIATION OF UNIONS:**

Adena McCallum
B.C. Government and Service Employees' Union

Chris Mikulasik
B.C. Government and Service Employees' Union

Patricia Phillips
B.C. Government and Service Employees' Union

Angela Reed
B.C. Government and Service Employees' Union

Millie Ronson
B.C. Government and Service Employees' Union

Linda Rowley
B.C. Government and Service Employees' Union

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

Sheryl Burns
Canadian Union of Public Employees

Lorraine Cole
Canadian Union of Public Employees

**SIGNED ON BEHALF
OF CSSEA:**

Judy Valsonis
touchstone Family Association

Tammy Khanna
Independent Living Housing Society of Greater
Victoria

Tanya Sather
Burnaby Association for Community Inclusion

Janice Barr
Richmond Society for Community Living

**SIGNED ON BEHALF OF
THE ASSOCIATION OF UNIONS:**

Sherry Errett
Canadian Union of Public Employees

Lee-Ann Lalli
Canadian Union of Public Employees

Dani Tearoe
Canadian Union of Public Employees

Cheryl Colborne
Canadian Union of Public Employees

David Huespe
Hospital Employees' Union

Cheryl McLachlan
Hospital Employees' Union

Christina Lloyd-Jones
Hospital Employees' Union

Carol Bilson
Health Sciences Association of BC

Sharon Geoghegan
Health Sciences Association of BC

**SIGNED ON BEHALF OF
THE ASSOCIATION OF UNIONS:**

Shelley Moore
Construction and Specialized Workers' Union

Jason Frank
United Food and Commercial Workers

Tara Cavanagh
United Steelworkers of America

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 Assistance 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	April 1, 2019 2% GWI & Low Wage Redress
		Step 1- 0-2000 hours* Step 2 – 2001-4000 hours* Step 3 – 4001 – 6000 hours* Step 4 – 6001 hours* onwards	
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	April 1, 2019 2% GWI & Low Wage Redress
		Step 1 - 0-2000 hours* Step 2 - 2001-4000 hours* Step 3 - 4001-6000 hours* Step 4 - 6001 hours* onwards	
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.

Interpretation

- The change to the wage protection language is consistent with the intent; where an employee decides to and successful at posting into a lower paid position, the wage protection of Appendix B ends.

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.

Arbitration Reference: BCGEU and CSSEA (WJ Stelmaschuk) Re Paragraph C. Increment System	
Arbitrator Joan Gordon	Date of Award: March 9, 2007 (#947)
This decision interprets the language in Appendix A, C. Increment System (Subject to B. Wage Protection) Regular Employees which states:	
<p><i>"Regular employees appointed, in accordance with Article 24 (Promotion and Staff Changes), to a higher grid level will be placed at the Step immediately greater than their rate. Regular employees will remain at the Step until the hours for the next Step. Increment hours calculation start on the first day of the new classification."</i></p>	
The grievor was promoted to a higher grid level and placed at Step 3 in the new classification. The Union said that the grievor was required to work 2,000 hours at Step 3 before proceeding to Step 4 and receiving a wage increase. CSSEA said was that the grievor was required to work the total hours of all of the previous steps or in this case, 6,000 hours before progressing to Step 4.	
Arbitrator Gordon concluded that the headings in the wage grid should be viewed as a requirement for employees to remain at each Step for 2,000 hours.	

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.

**Arbitration Reference: CSSBA and CSSEA
Re Non-Provincially Funded (NPF) Positions**

Arbitrator: Vince Ready

Date of Award: February 14, 2007 (#677K)

Following the conclusion of bargaining on March 31, 2006 between the CSSBA and CSSEA, the parties disagreed about whether Non-Provincially Funded employees are were entitled to the wage increases contained in the March 31, 2006 Memorandum of agreement. Specifically, there is a dispute between the parties as to the relationship between paragraph D of Appendix A and the payment of wage increases.

Arbitrator Ready concluded:

1. The wage increases outlined in the March 31, 2006 Memorandum of agreement **apply to all members of the bargaining unit, including Non-Provincially Funded employees**, and will be paid effective the dates set out therein;
2. The local agreements referenced in Appendix A of the collective agreement remain in effect subject to the provisions of paragraph D of Appendix A;
3. In the event any agency identifies a financial inability to pay the wage increase(s) it will meet with the Union for the purpose of reviewing the financial records and circumstances of the agency; and failing agreement will refer the issue back to Arbitrator Ready for a final and binding resolutions;
4. Further, Arbitrator Ready confirmed agreement of the parties that in addition to the jurisdiction referred in 3 above, that he will act as interest arbitrator in any matter arising under Appendix A, paragraph D of the collective agreement.

**APPENDIX A1
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.

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

*Please note: For the 2019-2022 agreements and on a without prejudice basis, these arbitrators are no longer being used and parties have agreed to add Corinn Bell, Mark Brown and David McPhillips to the Arbitrator List and add Mark Atkinson, Julie Nichols and Chris Sullivan to the Expedited Arbitrators list. We also agreed to replace Brian Foley with Marli Rusen under 29.4 (i)(3) – Complaints Procedure – Harassment.

MEMORANDUM OF AGREEMENT #1 **Re: Local Issues**

1. CSSEA and CSSBA agree that the following are local issues:
 - (1) Article 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) Article 30.3 (Casual Call-In Procedure);
 - (4) Client Vacations and Out of Town Assignments;
 - (5) School Based or Seasonal Program Employees;
 - (6) Special Project Employees;
 - (7) Any other issues agreed to by the Union and CSSEA.

- (8) Article 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, as 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

Interpretation

- Local issues are negotiated at each worksite that is represented by CSSEA.
- A BCGEU staff representative is assigned to negotiate local issues, and local issues bargaining is coordinated by the Negotiations Department.
- Stewards or local chairs are present when local issues are negotiated.
- Copies of the local issues agreement should be posted at each worksite.

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

Interpretation

- All employees hired on or before April 1, 2004 and who had superior benefits in their collective agreement maintain those superior benefits and continue to do so.
- The superior benefits apply to regular full-time, part-time and casual employees who are on record as of April 1, 2004.
- If superior benefits exist for a worksite they will be outlined in the Local Issues agreement.
- Stewards should review the Local Issues agreement to be informed of any superior benefits for the worksite and to ensure that they are maintained.
- Stewards can request a copy of the Local Issues agreement from the Employer or BCGEU.

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

Arbitration Reference – CSSBA and CSSEA
Re Memorandum of Agreement #3 – New Certifications and Variances

Arbitrator: Robert Pেকেles

Date of Award: June 30, 2017

The issue before the arbitrator was when newly certified employers who are being phased into an existing sectoral agreement, whether newly certified employees are entitled to wage protection when the existing sectoral collective agreement wages are lower than those that were being paid prior to certification.

Arbitrator Pেকেles ruled that newly certified employees should be wage protected as of the date of the implementation of the monetary provisions of the collective agreement.

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**Interpretation**

- This MOA does not prohibit future job shares from being created, but protects those already in existence.
- Job Sharing is when a full-time employee applies to the employer to share their full-time position with another employee.
- The employer can either accept or deny a job sharing arrangement.
- When there is a job share, the parties sharing the position will sign off on a job share agreement as to how the job share is going to work.
- The employee who has the full-time position maintains that status, but shares their hours of work with another employee.
- Accumulation of benefits such as sick leave, professional development leave, attending staff meetings, vacation, are all prorated for both employees.
- If the job share partner, decides to apply for another position or leave the worksite, the full-time employee returns to their full-time position.
- Job share agreements are not normally agreed to when the full-time employees wishes to job share so they can go and work for another employer.
- If the employee, who owns the full-time position, resigns their position, the position is posted as per Article 24 – Promotions Staff Changes.
- The job share partner is required to apply for the position.
- Article 12 – Seniority continues to accumulate for both employees working in the job share arrangement.
- The BCGEU should be consulted to ensure the above items are documented, and the parties all agree to the terms and conditions of the job share agreement.
- **Caution!** If a new job share agreement is to be created the steward should contact the Staff Representative.

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.

Interpretation

- Coverage under the LTD plan applies to regular full-time and regular part-time employees who are scheduled to work 20 regular hours or more per week (see Clause 27.1).
- Casual employees are not eligible for LTD (see Clause 30.6).
- A casual employee working in a temporary full-time or part-time position is not eligible for LTD.

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.

Interpretation

- During the 6 month qualification period an employee can use accrued sick leave credits (see Article 19 – Sick Leave).
- Employees who still have unused sick leave credits after the qualification period when the LTD benefit becomes payable shall have the option of:
 1. exhausting all sick leave credits before receiving the LTD benefit;
 2. using sick leave credits to top up the LTD benefit; or
 3. banking the unused sick leave credits for future use.
- If an employee's sick leave credits are exhausted during the qualification period the employee can apply for Employment Insurance medical benefits. For more information on EI medical benefits please refer to the Service Canada website: <https://www.canada.ca/en/services/benefits/ei/ei-sickness.html>
- Employees will need to complete an application for LTD which can be obtained from the employer. The employee should obtain an application after three months off work.
- Typically a LTD application form is lengthy and detailed. It requires parts to be completed by the employee and her physician. Once completed, the LTD application form is sent directly to the LTD carrier. The employer does not receive a copy of the LTD application.

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.

Interpretation

- An employee cannot be terminated for excessive absenteeism while receiving LTD benefits.

4. *Coverage Amount* – 70% of the first \$3,764 of the pre-disability monthly earnings and 50% of the pre-disability monthly earnings above \$3,764 or 66-2/3% of the pre-disability monthly earnings, whichever is more.

Interpretation

- The coverage amount is different for each of the Community Social Services sectoral agreements; check your agreement for the amount.

5. The plan includes an "*early intervention*" program.

Interpretation

- The early intervention program (EIP) provider determines the eligibility of the employee to participate in the program.
- If the EIP provider determines that a return-to-work (RTW) plan is appropriate, the RTW plan will be tailored to the employee's individual circumstances in consultation with the employee.
- For more information on the Community Social Services Early Intervention Program visit the website at <http://www.csseip.ca/>

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

Interpretation

- Premiums for LTD, Group Life, and Accidental Death and Dismemberment are waived while an employee is receiving LTD.
- While an employee receives LTD benefits, the employee can elect to continue any or all of medical (MSP), 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.
- If an employee's application for LTD is denied or their claim is terminated, the employee will be notified by the LTD carrier and given an opportunity to submit additional information to support their LTD claim.
- If LTD is denied or terminated the employee should contact the local BCGEU area office for assistance.
- If the LTD carrier does not change its decision the employee can file an internal appeal of that decision. If the appeal is denied, the employee may request that their claim be submitted for review to a Claims Review Committee (CRC).

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:

- (a) 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, 2013 and expires on October 31, 2022.

(See Information Appendix D on page 175)

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.

Interpretation

- The Sector Committee is the Labour Management Committee for all three subsectors. This committee must be in the agreement as per the *Labour Relations Code* British Columbia. The committee meets on a regular basis to work jointly in the administration of the agreement.

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

Interpretation

- The JBWG is mandated to review the delivery of benefits, monitor the costs and make recommendations with respect to the overall costs of benefits within three sectoral agreements. There is no risk to the costs of benefits for the members over the life of the agreement.

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.

Interpretation

- Proposed changes to schedules should first be discussed at the local level, i.e. with stewards and/or labour management, Staff Representative and employer.

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 ~~Article~~ 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.

Interpretation

- The MOA allows CSSEA-member employers to recognize continuous service with a previous CSSEA-member employer for the purposes of vacation entitlement, wage rates and increments and the Municipal Pension Plan.

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.

LETTER OF UNDERSTANDING #3**Re: Memorandum of Agreement #1 (Re: Local Issues)**

between

Community Social Services Employers' Association (CSSEA)

and

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

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**Interpretation**

- Lou #3 applies to BCGEU members only

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.

Interpretation

- The BCGEU has been successful in finding a quick and fair resolution for dismissal grievances through mediation. The purpose of the LOU is to seek mediation to resolve a dismissal grievance whenever possible.
- The Staff Representative who has conduct of the grievance makes this decision.

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.

Interpretation

- Non-provincially funded childcare positions exist in programs within provincially funded agencies across the province.
- The purpose of the LOU is to recognize that this systemic problem may be addressed through specific initiatives put forward by Government, and that the NPF childcare positions under the Community Living, General and Indigenous Services collective agreements will also have access to funding to bring them up to the same compensation in the collective agreement.

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.

Interpretation

- The Joint Technical Committee is a subcommittee that reviews the cost of monetary items agreed to in collective bargaining. The recommendations from the Joint Technical Committee assist the parties in decisions on implementation.

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 Article 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

Interpretation

- Participation is **mandatory** in the Early Invention Program.

Amount of Benefit

- 70% of the first \$3,764 of basic pre-disability monthly earnings plus 50% of basic pre-disability monthly earnings in excess of \$3,764 or 66 2/3% of basic pre-disability monthly earnings, whichever is greater
- the \$3,764 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 \$3,764 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 relining 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
- **restorative 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 his or her 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.

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 JEP. 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 Clause 6.3 initiated by the Union or the employee, the increase will take effect on the date the Employer receives the Classification Review Form identifying the issue from the Union or the employee.
 - (b) Where a pay rate adjustment occurs as a result of the Employer revising an existing job (Clause 6.1), or creating a new job (Clause 6.2), or negotiation or arbitration related to same, the adjustment will take effect on the first day an employee occupies the position after it was established or revised.
- 8.3 Where the rate of pay of a job is adjusted downward, the employee will continue to be paid at the employee's current rate of pay until the wage rate in the new job equals or exceeds it.

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 Workers, 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, 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

INFORMATION APPENDIX D**Continuity of Service and Employment Memorandum**

between

Community Social Services Employers' Association (CSSEA)

and

Community Social Services Bargaining Association (CSSBA)

and

The Province of British Columbia

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
List of Certifications in Each Bargaining Unit

Community Living Services Agency	Union	Union2	Union 3
28th Avenue Homes Ltd.	BCGEU		
Abilities Community Services Agency	CUPE		
Access Human Resources Inc.	BCGEU		
AimHi: Prince George Association for Community Living	BCGEU		
Arcus Community Resources Ltd.	BCGEU		
AXIS Family Resources Ltd.	CSWU	BCGEU	
BeConnected Support Services Ltd.	HEU		
Bernard C. Vinge & Associates (HCS) Ltd.	BCGEU		
Bethesda Christian Association	CLAC		
Burnaby Association for Community Inclusion	BCGEU		
Campbell River and District Association for Community Living	BCGEU		
Centaine Support Services Inc.	BCGEU	HEU	
Cherry Doors Ltd	BCGEU		
Chilliwack Opportunity Society	BCGEU		
Chilliwack Society for Community Living	BCGEU		
Clay Tree Society for People with Developmental Disabilities	BCGEU		
Clayton's World Society	HEU		
Clements Centre Society	BCGEU		
Communitas Supportive Care Society	CLAC		
Community Connections Support Services 2 Ltd.	UFCW	BCGEU	
Community Inclusion Consulting Inc.	BCGEU		
Community Integration Services Society	BCGEU		
Community Ventures Society	CUPE		
Cranbrook Society for Community Living	HEU	CUPE	
Cresteramics Society for the Handicapped	CUPE		
Creston and District Society for Community Living	CUPE		
Dawson Creek Society for Community Living	BCGEU		
Delta Community Living Society	CUPE		
Dengarry Professional Services Ltd.	BCGEU		
Developmental Disabilities Association of Vancouver-Richmond	BCGEU		
Fort St. John Association for Community Living	BCGEU		

Community Living Services Agency	Union	Union2	Union 3
Fraserside Community Services Society	BCGEU		
Future Focus Program Services Inc.	HSA		
Garth Homer Society (The)	BCGEU		
Gorbahn Professional Alternative Resources Inc.	CUPE		
Grand Forks Sunshine Valley Community Services Ltd.	CUPE		
H.O.M.E.S.: Healthy Opportunities for Meaningful Experience Society	CSWU		
High Road Services Society	BCGEU		
Hildebrandt Homes	BCGEU		
Inclusion Kamloops Society	BCGEU		
Inclusion Langley Society	BCGEU	HSA	
Inclusion Parksville Society	BCGEU		
Inclusion Powell River Society	CUPE		
Inclusive Community Services Inc.	BCGEU	UFCW	
Independent Living Housing Society of Greater Victoria	HEU		
Individual Pursuits Program Ltd.	BCGEU		
Integra Support Services Ltd.	HEU		
J. Garnons Williams Ltd.	HEU		
Kamloops Society for Community Inclusion	BCGEU		
Kardel Consulting Services Inc.	HEU		
KDJ Alliances Holdings Ltd.	HEU		
Kindale Developmental Association	BCGEU		
Kinsight Community Society	BCGEU		
Kootenay Society for Community Living	CUPE		
Malaspina Community Resource Services Ltd.	BCGEU		
McIntyre Care Home Ltd.	BCGEU		
Milieu Family Services Inc.	BCGEU		
Mission Association for Community Living	BCGEU		
MSA Society for Community Living	BCGEU		
Nanaimo Association for Community Living	CUPE		
Nelson C.A.R.E.S Society	CUPE		
North Shore Connexions Society	HEU	BCNU	
OneSky Community Resources Society	BCGEU		
Pacific Coast Community Resources Inc.	HEU	BCGEU	
Pathways Abilities Society	CUPE		
Penticton & District Society for Community Living	BCGEU		
Phoenix Human Services Association	BCGEU		
Port Alberni Association for Community Living	CUPE		
posAbilities Association of British Columbia	BCGEU		
Prima Enterprises Ltd.	BCGEU		
Quesnel Community Living Association	BCGEU		
Richmond Society for Community Living	CUPE		
Ridge Meadows Association for Community Living (The)	BCGEU		
Seaview Guest Home (1973) Ltd.	BCGEU		
Semiahmoo House Society	BCGEU		
Shasa Services Ltd.	BCGEU		
Shuswap Association for Community Living	CUPE		
Southern Okanagan Association for Integrated Community Living	CUPE		
Strive Living Society	BCGEU		

Community Living Services Agency	Union	Union2	Union 3
Sunshine Coast Association for Community Living	CUPE		
Sunshine Coast Community Services Society	BCGEU		
Surrey Association for Community Living	BCGEU		
Terrace & District Community Services Society	BCGEU		
Thompson Community Services Inc.	BCGEU	USWA	
Trail Association for Community Living	CUPE		
Valley Integration to Active Living Society	BCGEU		
Vancouver Island Autistic Homes Society	HEU		
Vernon and District Association for Community Living	BCGEU		
Victoria Association for Community Living dba Community Living Victoria	HEU		
Victoria Community Resources Society	HEU	BCNU	
Western Human Resource Corp.	BCGEU	HEU	USWA
Williams Lake Association for Community Living	BCGEU		
Windermere District Social Service Society	HEU		
Younghusband Resources Ltd.	BCGEU		

General Services Agency	Union	Union2	Union3	Union 4
211 British Columbia Services Society	CUPE			
Abbotsford Community Services	BCGEU			
Active Support Against Poverty Housing Society	BCGEU			
Alberni Community and Women's Services Society	HSA			
Amata Transition House Society	HEU			
Archway Society for Domestic Peace	BCGEU			
AWAC – An Association Advocating for Women and Children	BCGEU			
B.W.S.S.: Battered Women's Support Services Association	CUPE			
Cameray Community Fund	HSA			
Campbell River and North Island Transition Society	HSA			
Campbell River Family Services Society	HSA			
Canadian Mental Health Association for the Kootenays	BCGEU			
Castlegar and District Community Services Society (The)	BCGEU			
Central Okanagan Emergency Shelter Society (Kelowna Women's Shelter)	BCGEU			
Child Abuse Prevention and Counselling Society of Greater Victoria (Mary Manning Centre)	BCGEU			
Children's Foundation (The)	CUPE			
Chilliwack Community Services Society	BCGEU			
Chimo Community Services Society	BCGEU			
Coastal Mountain Child and Youth Services	HEU			
Community Connections (Revelstoke) Society	BCGEU			
Community Connections Society of Southeast BC	BCGEU			
Comox Valley Transition Society	HSA			
Cridge Centre for the Family (The)	BCGEU			
Cythera Transition House Society	BCGEU			
Dawson Creek Aboriginal Family Resources Society	BCGEU			
Deltassist Family and Community Services Society	HSA			
District 69 Family Resource Association	CUPE			
DIVERSEcity Community Resources Society	BCGEU			
Downtown Eastside Women's Centre Association (The)	BCGEU			
Elizabeth Fry Society of Greater Vancouver (The)	BCGEU			
Encompass Support Services Society	BCGEU			
Family Dynamix Association	BCGEU			

General Services Agency	Union	Union2	Union3	Union 4
Family Services of Greater Vancouver	SEIU			
Golden Family Center Society	BCGEU			
Haida Gwaii Society for Community Peace	BCGEU			
Haven Society: Promoting the Safety of Women, Children, Youth and Families	HSA			
Hope Community Services	BCGEU			
Interior Community Services	BCGEU	UFCW	BCNU	HEU
Ishtar Women's Resource Society	BCGEU			
Island Women Against Violence Society	HSA			
John Howard Society of North Island (The)	HSA			
John Howard Society of the Lower Mainland of British Columbia (The)	CUPE			
John Howard Society of the Thompson Region	BCGEU			
Kamloops Infant Development Society	BCGEU			
Keys: Housing and Health Solutions Society	CLAC			
Kootenay Family Place	BCGEU			
Kootenay Kids Society	BCGEU	BCNU		
Ksan House Society	BCGEU			
Langley Community Services Society	CUPE			
Maple Ridge/Pitt Meadows Community Services	CUPE			
Milieu Children & Family Services Inc.	BCGEU			
Mission Community Services Society	BCGEU			
Nanaimo Supportive Lifestyles Ltd.	BCGEU			
Nechako Valley Community Services Society	UFCW	HSA	HEU	
Nelson Community Services Society (The)	BCGEU			
North Coast Community Services Society	BCGEU			
North Coast Transition Society	BCGEU			
North Okanagan Youth and Family Services Society	CUPE			
North Peace Community Resources Society (Comm Bridge)	BCGEU			
North Shore Crisis Services Society	BCGEU			
North Shore Disability Resource Centre Association	CUPE			
Okanagan Boys & and Girls Clubs	BCGEU	CUPE		
OPTIONS Community Services Society	BCGEU			
Pacific Centre Family Services Association	BCGEU			
PacificCare Family Enrichment Society	BCGEU			
PLEA Community Services Society of British Columbia	BCGEU			
Port Alberni Family Guidance Association	BCGEU			
Port Alberni Shelter Society	USWA			
Powell River & Region Transition House Society	HSA			
Prince George and District Elizabeth Fry Society	BCGEU			
Progressive Inter-cultural Community Services Society	HEU			
Richmond Youth Service Agency Society	BCGEU			
Robson Valley Community Services Society	UFCW	HSA		
Salt Spring and Southern Gulf Island Community Services Soc.	HEU			
SARA for Women Society	BCGEU			
Sea to Sky Community Services Society	BCGEU			
SHARE Family and Community Services Society	HSA			
Sources Community Resources Society	CUPE	HSA		
South Okanagan Women in Need Society (SOWINS)	HSA			
South Peace Community Resources Society	BCGEU			
Squamish Helping Hands Society	BCGEU			
Starbright Children's Development Centre Association	HSA			

General Services Agency	Union	Union2	Union3	Union 4
Surrey HIV Aids Centre Society	CLAC			
Touchstone Family Association	CUPE			
Tri-City Transitions Society	BCGEU			
Turning Points Collaborative Society	CUPE			
Vi Fineday Family Shelter Society (The)	CUPE			
Victoria Cool Aid Society (The)	BCGEU			
Victoria Sexual Assault Centre Society	BCGEU			
Victoria Women's Transition House Society	HSA			
W.J. Stelmaschuk and Associates Ltd.	CUPE	BCGEU		
Westcoast Child Care Resource Centre	BCGEU			
Westcoast Community Resources Society	BCGEU			
Westcoast Family Centres Society	BCGEU			
WISH Drop-In Centre Society	CUPE			

INFORMATION APPENDIX F
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 St. 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	250-338-7774 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 1 st Ave., 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 – 7 th 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 – 100 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 Ave. Terrace V8G 1S5	250-635-9126 1-800-665-1664	250-635-3588 1-800-946-0259	

BC Nurses' Union (BCNU)				
Office	Address	Phone	Fax	Web Page
BCNU	4060 Regent Street Burnaby V5C 6P5	604-433-2268 1-800-663-9991	604-433-7945 1-888-284-2222	www.bcnu.org

Christian Labour Association of Canada (CLAC)				
Office	Address	Phone	Fax	Email/Web Page
Kelowna Regional Office	2040 Springfield Rd. Unit 105 Kelowna V1Y 9N7	250-868-9111 1-866-757-2522	250-868-9192	email: kelowna@clac.ca web page: www.clac.ca
Langley Regional Office	19955 – 81A Ave. Unit 100 Langley, BC V2Y 0C7	604-888-7220 1-800-331-2522	604-455-1565	email: langley@clac.ca web page: www.clac.ca
Vancouver Island Office	Unit #10 – 1400 Cowichan Bay Road Cobble Hill V0R 1L0	250-743-9004 1-866-912-2522	250-743-9034	email: vancouverisland@clac.ca web page: www.clac.ca

Construction and Specialized Workers' Union, Local 1611 (CSWU)				
Office	Address	Phone	Fax	Email/Web Page
CSWU Local 1611	3542 Kingsway Vancouver V5R 5X7	604-432-9300	604-439-2043	email: info@cswu1611.org web page: www.cswu1611.org

Canadian Union of Public Employees (CUPE)				
Area Office	Area Office	Area Office	Area Office	Web Page
CUPE National Office	21 Florence Street OTTAWA, ON K2P 0W6	1-613-237-1590	613-237-5508	www.cupe.ca
CUPE BC Regional Office	500 – 4940 Canada Way Burnaby, BC V5G 4T3	604-291-1940	604-291-1194	
Comox Valley Area Office	156 Manor Drive Unit 207 Comox, BC V9M 1C7	250-339-5001	250-339-5090	
Cranbrook Area Office	301-105 9 th Avenue South Cranbrook, BC V1C 2M1	250-489-3615	250-489-2228	
Fraser Valley Area Office	303 – 2777 Gladwin Road Abbotsford, BC V2T 4V1	604-859-1977	604-859-1937	
Kelowna Area Office	649 Leon Avenue Kelowna, BC V1Y 9S3	250-762-7919	250-762-9905	
Nanaimo Area Office	603-495 Dunsmuir Street Nanaimo, BC V9R 6B9	250-753-0118	250-753-6855	
Prince George Area Office	Unit #214 - Parkhill Center 556 North Nechako Road Prince George, BC V2K 1A1	250-563-6914	250-563-1673	
Terrace Area Office	3210 Emerson Street Terrace, BC V8G 2R8	250-635-6410	250-635-4629	
Trail Area Office	1199 Bay Avenue Unit 206 Trail, BC V1R 4A4	250-364-0297	250-368-3318	
Victoria Area Office	110-3550 Saanich Road Victoria, BC V8X 1X2	250-384-8048	250-386-5341	www.cupe.bc.ca

Hospital Employees' Union (HEU)				
Regional Office	Address	Phone	Fax	Email/Web Page
Provincial Office	5000 North Fraser Way Burnaby V5J 5M3	604-438-5000 1-800-663-5813	604-739-1510	email: heu@heu.org web page: www.heu.org
Courtenay/Comox Site	6-204 Island Hwy North Courtenay V9N 3P1	250 331-0368 1-800-624-9940	250-331-0673	
Kootenay Regional	745 Baker Street Nelson V1L 4J5	250-354-4466 1-800-437-9877	250-352-6999	
Northern Regional	1197 Third Avenue Prince George V2L 3E4	250-564-2102 1-900-663-6539	250-562-3645	
Okanagan Regional	100 - 160 Dougall Rd. S. Kelowna V1X 3J4	250-765-8838 1-800-219-9699	250-765-0181	
Vancouver Island Regional	201-780 Tolmie Avenue Victoria V8X 3W4	250-480-0533 1-800-742-8001	250-480-0544	

Health Sciences Association of BC (HSA)				
Office	Address	Phone	Fax	Web Page
HSA	180 East Columbia St. New Westminster, BC V3L 0G7	604-517-0994 1-800-663-2017	604-515-8889 1-800-663-6119	www.hsabc.org

United Food and Commercial Workers' International Union, Local 1518 (UFCW)				
Office	Address	Phone	Fax	Web Page
Head Office	350 Columbia Street New Westminster, BC V3L1A6	604-526-1518 1-800-661-3708	604-540-1520	www.ufcw1518.com
Kelowna Office	185 Asher Road Kelowna V1X 3H5	1-800-661-3708		
Cranbrook Office	#103 -105 9 th Ave South Cranbrook V1C 2M1	1-800-661-3708		

United Steelworkers of America (USWA)				
Office	Address	Phone	Fax	Web Page
Burnaby Office	300-3920 Norland Ave Burnaby V3N 1B8	604-683-1117	604-688-6416	www.usw.ca

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 G Shared Fact Sheet

	SHARED FACT SHEET FOR GRIEVANCES	
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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**

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.

[illegible]

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 H
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.