



The Essential Guide to CSSEA's Collective Agreements

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Article 1 – Preamble

- Outlines terms of engagement between parties: “cooperate fully, individually and collectively with one another”
- Outlines goal for parties: “to establish an effective working relationship between the union and management”

Article 2 – Definitions

Three types of employment statuses in the sector

Regular Full-time

- Appointed to a full-time position and works full-time hours
- Entitled to all benefits in collective agreement

Regular Part-time

- Appointed to a regular part-time position and works less than full-time hours
- Entitled to benefits on a proportional basis except for health and welfare benefits

Casuals

- Appointed on an “on call” basis to cover absences of a regular employee
- Article 30

Article 2 – Definitions

Ability: ability to interact effectively with clients

- Used for appointments

Classification: classifications listed in Appendix A (Wage Grid)

- Used for job evaluations, layoffs, and appointments

Premiums: no pyramiding of wage-related premiums

Article 3 – Union Recognition and Rights

Article 3.6 – Recognition and Rights of Stewards

- Outlines duties of stewards
- Includes
 - Participating in investigation meetings that could lead to discipline
 - Participating in grievance meetings
- Does not include
 - Non-disciplinary meetings (e.g., coaching meetings, performance appraisal meetings, meeting where a letter of expectation will be issued)

Article 3 – Union Recognition and Rights

Article 3.10 – Time Off for Union Business

- Outlines when leave will be granted and how the steward will be compensated for performing union business

Article 3.4 – No Other Agreement

- An employee and employer cannot make an agreement that conflicts with the terms of the collective agreement

Article 4 – Union Security

- All employees are members of the union except those excluded by the *Labour Relations Code* or by mutual agreement between the parties

Article 5 – Check-off of Union Dues

- Union advises Employer of amount for dues
- Dues are deducted from gross salary

Article 6 – ER and Union Will Acquaint New Employees

- An Employer must provide new employee with:
 - copy of Collective Agreement and
 - contact information for their union
- A steward is allowed to meet with new employee within employee's first 30 days of employment for 30 minutes during steward's regular working hours, without loss of pay

Article 7 – Employer's Rights

- Employer has right to manage and direct employees
- Right is subject only to terms set out in Collective Agreement, and any applicable legislation (e.g., WSBC, HRC)
- Must not be exercised in a manner that is arbitrary, discriminatory, or in bad faith

Article 8 – Employer/Union Relations

Labour Management Committee is:

- Comprised of union and employer representatives
- A forum to share information and to discuss emerging issues which may lead to grievances
- An opportunity to build respectful, healthy and effective relationships between union and management representatives

Article 8 – Employer/Union Relations

Labour Management Committee is not:

- a contest or wrestling match
- a place to discuss or settle individual grievances
- a place to ‘renegotiate’ or alter the collective agreement
- able to bind the parties to its decisions

Grievance Humour



Article 9 – Grievances

Step 1

- Employee and her steward meet with employer to try to resolve dispute
- If not resolved, then:

Article 9 – Grievances

Step 2

- Employee files dispute in writing (grievance form) within 30 days
- Within 10 days of receiving form, employer, employee, and steward complete shared fact sheet
- Employer response due within 14 days of receiving of form
- Union representative has conduct of matter
- If not resolved, then:

Article 9 – Grievances

Step 3

- Union representative advances grievance within 14 days of receiving employer's step 2 reply
- Union representative and employer try to resolve matter
- Employer's response due within 30 days
- If not resolved, then:

Article 9 – Grievances

Referred to 3rd party

- Union representative refers grievance to arbitration within 30 days after receiving employer's step 3 reply
- CSSEA, on behalf of employer, and Union representative resolve matter with assistance of a 3rd party (mediator or arbitrator)

Article 9 – Grievances

Time limit exceptions:

- Suspensions can be filed at Step 2 or Step 3
- Probation dismissals can be filed at Step 3
- Post probation dismissals filed directly to arbitration
- Layoff and recall grievances can be filed at Step 2 or 3
- Appointment grievances follow a different procedure (Article 24.9)

Article 10 – Arbitration

- Agreed to list of arbitrators (Appendix B – List of Arbitrators)
- Decision of arbitrator is final, binding, and enforceable on an Employer and Union
- Arbitrator's fees and expenses are shared equally between Employer and Union

Article 11 – Dismissal, Suspension and Discipline

- Discipline should be documented in writing
 - **Exception:** Verbal warnings documented in writing are written warnings. Unique to community social services sector.
- Suspension of more than 20 days is a dismissal (Article 11.2(b))

Article 11 – Dismissal, Suspension and Discipline

- All documents issued to an employee should be placed in employee's personnel file
- 18 months sunset clause (Article 11.4(d))
 - Applies to all disciplinary letters except suspension letters
 - Does not apply to performance evaluations
 - Extensions

Article 11 – Dismissal, Suspension and Discipline

Article 11.6 – Investigation Interviews

- Employee has right to have steward present and select the steward provided it does not result in an undue delay

Article 11.7 – Abandoning Position

- Fail to report to duty for 3 consecutive working days and have not informed Employer of reason

Article 11 – Dismissal, Suspension and Discipline

Article 11.8 – Probation

- Supervisory and professional employees
 - 6 months based on a regular full-time; cannot exceed 9 months
- All other employees
 - 3 months based on a regular full-time; cannot exceed 6 months

Probationary Period



"HOLD ON, BRANDON. LET YOUR PROBATIONARY PERIOD EXPIRE BEFORE YOU START MICROWAVING FISH."

Test of Suitability (Article 11.8 – Probation)

1. The employee was clearly advised they must complete a probation period as a term of their employment contract.
2. The employee was clearly advised of the performance expectations they would have to meet in order to satisfy the probationary review.
3. The performance expectations are reasonable.
4. The employee was advised of their performance shortcomings **before** the probation period expired and instructed on how to improve.
5. The employee was given a fair opportunity to demonstrate improvement and in fact failed to do so.
6. The employee was warned that a failure to improve will lead to dismissal.

Discipline



'Where's the fun in being an employer if you can't spontaneously sack someone anymore.'

Article 11 – Dismissal, Suspension and Discipline

Article 11.9 – Employee Investigations

- Employee under investigation should be reassigned or placed on leave of absence without loss of pay
- Steward representation offered to all staff interviewed
- Try to complete within 14 days
- Provide union with a summary of investigation report

Article 12 – Seniority

- RFT – date
- RPT – hours paid
- Casuals – hours paid
- Seniority lists are updated and provided to the union every 6 months (January and July)
- Same seniority – determined by chance

Article 13.1 – Layoff

When is a layoff triggered?

- Position has been eliminated
- Hours reduced by more than 4 per week
- Employee loses their health and welfare benefits (hours reduced to less than 20 hours per week)
- Employee's employment status changes (e.g., full-time to part-time or part-time to full-time)

Section 54 (*Labour Relations Code*)

When there is a material change to a program that affects the terms and conditions of employment for a significant number of employees, the *Labour Relations Code* requires the Employer to issue section 54 notice to the union requesting a meeting to discuss the change.

Note: The minimum notice is 60 days.

Article 13.2 – Pre-Layoff Canvass

Three options:

1. Casual call-in and recall lists;
2. Early retirement; or
3. Other voluntary options (e.g., accepting restructured positions and/or new vacancies)

Article 13.3 – Layoff

Non-residential programs

- Layoff junior employee in classification

Residential programs

- Layoff junior employee within appropriate shift and within their worksite

Article 13.4 – Bumping

- For the employee laid off, bumpee #1, and bumpee #2, Article 13.4(b) applies
- These employees can bump:
 - any employee **less** senior provided they are qualified to perform the work
 - up in hours provided the position they are bumping into is not a supervisory position

Article 13.4 – Bumping

- For bumpee #3 and onwards, Article 13.4(c) applies. The employees can bump the **least** senior in the same classification within the 4 hour time bands or different classification within the 4 hour time bands.

Article 13.6 – Advance Notice

- Outlines length of notice employees are entitled to when they are laid off
- Dependent on employees' length of employment with organization
- Notice can be working notice or pay in lieu of notice

Article 13.5 – Recall

- One year
- No regular employees hired until recall process exhausted.
- Employees on recall have the right to apply for postings. They are treated as internal.
- If employee on recall is qualified and more senior then she is recalled to the position. Less senior employees are not considered.

Information Appendix H

- Flowcharts illustrating Article 13 – Layoff and Recall

Article 14.2 – Hours of Work

- Hours of work defined in local issues MOA
- Called into work and upon arrival informed not required to work paid 2 hours' pay
- Called into work and required to work paid a minimum of 3 hours' pay
- Regularly scheduled shifts must be a minimum of 4 hours

Article 14.2 – Hours of Work

- Employees cannot be scheduled for more than 5 consecutive days without receiving 2 consecutive days off
- **Exception:** Employees can request in writing to be scheduled for 6 days/week
- **Note:** Employees must have a 24 hour break after 6 consecutive days of work

Article 14.2 – Hours of Work

- Additional hours:
 - offered to regular part-time employees who have requested in writing to work additional hours and provided their availability
 - cannot result in overtime
 - cannot conflict with employee's regular schedule

Article 14.3 – Rest Periods

- Paid breaks
- 2, 15 minute breaks (1 before and 1 after meal period)
- Due to needs of clients, employees may be required to remain within general area so that they are readily available for safety or emergency situations

Article 14.4 – Meal Periods

- 30-60 minutes away from worksite
- Unpaid unless employer requires employee to be at worksite

Article 14 – Other Articles

Article 14.2(g) – Extended Hours

- With agreement of union, employees work up to 16 hours per day

Article 14.5 – Flextime

- If employer approves, employees choose their start and finish times and work up to 10 hours per day

Article 14.8 – Conversion of Hours

Article 15 – Shifts

Article 15.4 – Split Shifts

- Negotiate with union and add to local issues agreement

Article 15.5 – Work Schedules

- To change work schedule, need to provide 14 calendar days' notice

Article 16 – Overtime

- 1.5x – first 2 hours over regular full-time hours as defined in local issues under Article 14.2
- 2.0x – In excess of 2 hours
- 2.0x – all hours worked on a scheduled day of rest
- Pay or equivalent compensatory time off in lieu

Article 16.8 – Callback Provisions

Return to worksite

- Minimum 2 hours at applicable overtime rates
- Transportation allowance – minimum \$2.00

Fielding calls (do not return to worksite)

- 1.5x for 30 minutes or portion thereof for every call
- 1.5x for actual time on call if more than 30 minutes

Article 17 – Holidays

- 13 recognized in collective agreement
- Regular part-time employees either have:
 - a) a statutory holiday bank based on 4.6% of earnings (all scheduled straight-time hours and additional hours worked, up to the allowable straight-time maximum) or
 - b) Earn 4.6% on each pay cheque
 - c) Commencing April 1, 2023 it increases to 5.0%

Article 18 – Annual Vacations

- Outlines vacation entitlement per years of continuous service
- Continuous service is not seniority
- Vacation carryover – 10 days
- Vacation advances of up to 2 weeks
- Vacation payouts



Group Exercise

This is a group exercise on seniority and vacation entitlement.

You will have ½ hour to complete it.



Group Exercise Results

Article 19 – Sick Leave

- 1 day per month to a maximum of 156 days
- Compensated at 80% of employee's pay
- Compensated at 100% of employee's pay effective April 1, 2024
- Can be used for medical and/or dental appointments
- ESA sick leave incorporated into Collective Agreement

Article 20 – Special and Other Leaves

Article 20.1 – Bereavement Leave

- 3 days with pay
- Up to 2 additional days without loss of pay for travel

Article 20.2 – Special Leave

- Without pay to a maximum of 10 per year

New language – Domestic and Sexual Violence Leave

New language – To attend/celebrate Indigenous spiritual ceremonial events – two days

Article 20 – Special and Other Leaves

Article 20.6 – General Leave

- Leave of absence without pay
- Approved by employer

Article 20.7 – Benefits While on Unpaid LOA

- Days not consecutive
- 1st 20 work shifts in a year – employer pays benefits
- 21st work shift onwards – employee pays benefits

Article 20 – Special and Other Leaves

Article 20.8 – Compassionate Care Leave

- Leave of absence without pay
- Up to 27 weeks to care for a family member who is terminally ill and has significant risk of death within 26 weeks

Article 21 – Maternity and Parental Leave

- Aggregate Leave – 78 weeks (18 months)
- Leave without pay
- Benefits paid by employer
- At end of leave
 - Placed in former position or
 - Request a further unpaid LOA (extended child care leave)
- Extended child care - will be granted

Article 22 – Safety and Health

Joint Safety and Health Committee

- Meet at least once per month
- If meetings during regular working hours then without loss of pay
- If meetings outside regular working hours then straight-time pay

Community Social Services Health and Safety Handbook

https://www.cssea.bc.ca/PDFs/WSBC/CSS_HS_Handbook2018.pdf

Article 23 – Technological Change

- Self explanatory

Article 24.1 – Job Postings

- Employer determines if there is a vacancy
- Post position internally and externally for a minimum of 7 calendar days
- Qualified internal applicants considered and interviewed prior to external applicants
- If less than 20 hours per week offer to existing regular employees first

Article 24.2 – Information in Postings

- Nature of position – RFT, RPT, casual
- Experience – level and years
- Qualifications – not just what is in job description
- Wage – Appendix A of collective agreement
- Location
- Shift schedule
- Hours per week

Article 24.2 – Information in Postings

- Closing date
- Location where applications are to be sent
- Whether employee is required to use his/her car
- “This position is open to all genders.”
 - **Exception:** Bona fide occupation requirements
- “This position requires union membership.”

Article 24.3 – Appointment Policy

- Non-supervisory appointments
 - 4 factors: seniority, ability, performance, and relevant qualifications
- Supervisory appointments
 - 3 factors: ability, performance, and relevant qualifications

Ability

- ‘Immediate and present’ ability to perform work
- Ability to interact effectively with clients (Article 2.2), supervisors, and co-workers
- Reliability (absenteeism record)
- Initiative
- Communication skills
- Leadership qualities

Relevant Qualifications

- Type and amount of formal education and training required
- Ensure qualifications specified in posting consistent with job description and actual job duties to be performed
- Where employees have been in a job for which they are applying, they have de facto established they are qualified to hold the job

Performance

- Present and past performance relevant to posted position
- References

Seniority

- Length of service with an organization
- Rewards loyalty and longevity of service

Article 24.4 – Transfers

- Transfers may happen if bona fide reasons exist
- Notice for temporary transfer
 - Investigation – as soon as possible
 - Non-investigation – 14 calendar days (Article 15.5(a))
- Notice for permanent transfer – 15 calendar days

Article 24.5 – Trial Period

- Applies to existing employees
- 3 months of RFT
- Can extend by additional 3 months
- Will be extended by amount equal to absences greater than 2 weeks

Article 24.6 – Local Union Observer

- “The President of the Union or his/her 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.”

Article 24.7 - Notification

- 7 days to advise all applicants of successful applicant
- At request of unsuccessful applicant employer to discuss reasons why applicant was unsuccessful and areas of improvement
- At written request of unsuccessful applicant employer to provide reasons in writing

Article 24.11 – Temporary Vacancies

- Less than 3 months do not post (offer as additional hours per Article 14.2(e))
- More than 3 months post
- Any employee (regular or casual) can apply
- If regular, employment status in temp position = regular

Article 24.11 – Temporary Vacancies

- If casual, employment status in temp position = casual
 - **Exceptions:**
 1. Can accrue vacation and statutory holidays instead of receiving 10.2% in lieu and
 2. Eligible for health and welfare benefits after 3 months in temp position
 3. New language: Casual employees will receive 10.6% of straight-time pay effective April 1, 2023

Article 24.11 – Temporary Vacancies

- When can a temporary position be posted as a regular position?
- 18 months from incumbent's last day worked provided incumbent is off on LTD

Article 24.13 – Deemed Qualified

- Current employees in position where Employer changes qualifications are deemed qualified

Performance Evaluation



Article 24.14 – Evaluation Reports

- Form provides for employee's signature in 2 places:
 - Employee accepts the evaluation or
 - Employee disagrees with the evaluation
 - New Language – ee will be given up to 7 calendar days after the interview to read, review and sign the evaluation.

Article 25 – Career Development

- Self explanatory

Article 26 – Payment of Wages and Allowances

Article 26.2 – Pay Days

Where an employer's payroll system allows, the Employer will make available to employees their banks and year-to-date totals each pay period.

Article 26.4 – Substitution Pay

- Higher grid level – paid rate at higher GL at least 8% above current rate but not more than step 4

Article 26.6 – Pay on Temporary Assignment

- Lower grid level – maintain rate of pay

Article 26 – Payment of Wages and Allowances

Article 26.9 – Transportation Allowance

- 61 cents per kilometer

Article 26.10 – Meal Allowance

- Outlines reimbursement rates for breakfast, lunch and/or dinner when away on business approved by the Employer

Article 26 – Payment of Wages and Allowances

Article 26.12 – Salary Rate Upon Employment

- Hiring rate for new employee cannot be higher than rate of pay for existing employees in same classification with similar work experience, training, and education

Article 27 – Health and Welfare Benefits

- **Eligibility**
 - 20 regularly scheduled hours per week
 - New hire – probation period – successfully completes
 - Existing employee – trial period – works in position not to exceed 3 months
- 100% employer paid

Article 27 – Health and Welfare Benefits

Additional Comments

- MOA #5 outlines additional details about LTD, including statement that EIP is mandatory
- MOA #7 outlines details about payment of group life benefits for terminally ill employees
- Info App A – detailed information about benefits plan

Early Intervention Program

- Facilitates early return-to-work for regular employees with occupation and non-occupational disabilities
- Mandatory program
- Employer must refer regular employees to EIP if they have been absent for more than 5 consecutive days
- Employer must refer regular part time employees to EIP if absent for 8 calendar days.
- Must refer immediately when employee absent due to workplace injury/illness through WCB or Motor vehicle accident.
- Regular employees must participate in EIP once they have been referred

Article 28 – General Conditions

Article 28.6 – Contracting Out

- Can contract out provided no layoff of employees

Article 28.12 – Required Certificates

- Employer pays the cost of renewing required certifications

Article 28 – General Conditions

Article 28.13 – Volunteers

- Can use volunteers provided no layoff of employees

Article 29 – Harassment

- Articles 29.1 and 29.2 define types of harassment (personal and psychological harassment and sexual harassment)
- Articles 29.3 and 29.4 outline process and procedure
- New Language: personal and psychological harassment may include lateral violence, of a repeated, persistent or singular incident

Article 29 – Harassment

- Harassment is **not** good faith actions of a manager or supervisor relating to management and direction of employees

Article 29 – Harassment

- Article 29.4(c) – complaint must contain:
 - Specific instance(s) and date(s) that alleged harassment occurred;
 - Names of any witnesses;
 - Explanation of how action constitutes a violation of Article 29; and
 - Remedy sought.

Article 30 – Casual Employees

Article 30.1 – Employment Status

- Employed to cover absences of regular employees (less than 3 months)

Article 30.3 – Casual Call-In Procedures

- Will be offered work assignments in order of seniority

Article 30 – Casual Employees

Article 30.5 – Paid Holidays and Vacation for Casual Employees

- Receive 10.2% in lieu of vacation and statutory holiday bank
- Effective April 1, 2023 changed to 10.6%

Article 30.8 – Regular to Casual Status

- Regular employees can apply to transfer to casual status provided employer needs casuals

Article 31 – Municipal Pension Plan

- Contact MPP because MPP rules supersede collective agreement (Article 31(f))

Article 32 – Term of Agreement

- Expires March 31, 2025

Appendix A – Wage Grid

- Outlines wage rates per classification
- To progress up steps hours are tracked by classification

Appendix A – Wage Grid

Section C – Increment System

- Outlines rates to be paid to employees when appointed into higher Grid Level position, lower GL position, within same GL position
- Outlines rate to be when laid off and bump into another classification

Appendix A – Wage Grid

Section D – Non-Provincially Funded Positions

- Allows parties to negotiate an agreement that provides for terms and conditions of employment less than what is outlined in collective agreement.

Joint Job Evaluation Plan

- MOA #9 outlines the intent of JJE
- Information Appendix C – Maintenance Agreement and Classification Manual outlines the JJE process

Committees

- Benefits While on Certain Leaves of Absence Committee
- Benefits Committee
- Classification Committee
- Disability Committee
- Joint Training Committee
- Labour Adjustment and Education Fund Committee
- Sector Committee
- Technical Committee
- Support for gender affirming care

Questions

