

COMPREHENSIVE REPORT

to the community social services membership of the

Hospital Employees' Union

*on the tentative agreement
reached between the*

Community Social Services Bargaining Association

– AND –

Community Social Services Employers Association

March 13, 2013





HOSPITAL EMPLOYEES' UNION

BACKGROUND

Two-year tentative agreement reached in community social services

Following more than a year of challenging contract negotiations, and significant targeted job actions undertaken by members across the province, the multi-union Community Social Services Bargaining Association (CSSBA) concluded a tentative two-year collective agreement with the Community Social Services Employers Association of BC (CSSEA) on March 2.

The CSSBA – which represents approximately 15,000 community social services workers, including 1,500 HEU members – includes 10 unions, led by the BCGEU.

The tentative agreement includes wage increases totalling three per cent (3%), an additional one per cent wage (1%) increase for all Step 1 increment levels in the wage grids, health and welfare benefit protections, and two concessions related to statutory holidays.

Under the proposed contract casual employees would go from 10.2 (%) to 9.8 (%) pay in lieu of holidays (the equivalent of one statutory holiday), and superior benefits related to stat holidays would be eliminated on an agency by agency basis.

HEU's Provincial Executive spent considerable time reviewing the tentative agreement and ultimately concluded that it would recommend members approve the contract.

“There's no question, this is a tough call for members,” says HEU secretary-business manager Bonnie Pearson. “But given government's steadfast refusal to move outside of their cooperative gains mandate for workers in this sector, the agreement contains modest improvements that include a wage increase.”

Pearson says an agreed-upon labour market adjustment review to address some of the recruitment and retention challenges in the sector is also a positive step forward.

Highlights of the agreement

- 1.5 per cent wage increase for all employees on April 1, 2013
- An additional one per cent wage increase for all step 1 wage grid rates on April 1, 2013
- 1.5 per cent wage increase on January 1, 2014;
- A labour market adjustment review;
- Renewal of the Continuity of Service and Employment Memorandum;
- Mileage and meal allowance increases;
- Employer-paid Criminal Record checks for continued employment;
- Improved coverage for hearing aids;



- Improved language for Union Rights and Layoff and Recall;
- Elimination of superior benefits related to statutory holidays; and
- A reduction from 10.2 % to 9.8% pay in lieu for statutory holidays for casual employees.

“Cooperative Gains” negotiating framework

Prior to bargaining, community social services workers established their priorities and common principles, including a general wage increase, restoration of sick time, maintenance and improvement of health and welfare benefits/long term disability, respect for those injured on the job and the renewal of the Continuity of Employment and Service Agreement.

At the same time, the provincial government established a very restrictive bargaining mandate called “cooperative gains” which required all public sector unions to identify potential “financial savings” that would then be matched by the employer and used as the source of funding to provide for any wage and benefit increases.

As negotiations moved forward the bargaining committee consistently pushed back against the employer’s aggressive concessions package and stood firm on the need to secure members’ top bargaining priority – a general wage increase.

In the final 13-day negotiating session the bargaining committee agreed to two areas where savings could be achieved which would have the least impact on members – the reduction in lieu pay for casual employees, and the elimination of superior benefits related to stat holidays.

Although the improvements in this tentative contract are not as large as the bargaining committee had fought for, and members deserve, both CSSBA and the HEU Provincial Executive are recommending that members vote “yes” to ratify this collective agreement.

RATIFICATION DOCUMENT
Highlights



Community Social Services
Bargaining Association

E&OE

After 12 months from the start of collective bargaining and about 4 months of targeted strike action by the membership, a tentative agreement for the Community Living Services (CLS) and General Services (GS) sub-sectors was reached at 4:20 AM on March 2, 2013.

We were able to secure some money for the membership while pushing back on concessions that were sought by the government's mandate of "cooperative gains".

We had a number of difficult decisions to make as we were compelled to identify immediate and longer term savings or an Agreement was not achievable. As an example, we made efforts to increase sick leave days and sick leave pay, but we would have had to use money for wages to make any improvement; since wages was by far the highest priority for members, that is where we focused our energy.

If you would like to see the actual language and the explanations for same, please refer to the Comprehensive Report document.

This document simply highlights what the changes mean to the members:

3.6 Recognition and Rights of Stewards

(b) - New language to allow for other representation (staff representative or local officer) where an appropriate Steward is not available to a member.

3.8 Union Communications

(b) and (c) – The changes to these sub-clauses enhance the ability to communicate with Union members including the use of websites and electronic copies of Union communications at the worksite.

8.3 Labour Management Committee

(a) – Employee's who are required to attend Labour Management Committee meetings will be compensated whether the meeting happens during work hours or outside work hours.

9.8 Time Limit to Submit to Arbitration

(b) – Change to this sub-clause provides a process for the disclosure of documents to allow both the Union and the Employer a tool to determine the merits of issues in dispute.

11.6 Right to Have Union Representative Present

(c) – This change is a “right of counsel” change which allows a member the ability to choose which Steward they would like to represent them.

12.2 Seniority List

We have expanded information provided on seniority lists to include an employee’s status as well as their continuous service date.

13.2 Pre-Layoff Canvass

(c) – The change to this sub-clause means that the Union will be notified of an employee’s choice (accept lay-off, bump, etc.) after the employee receives the lay-off notice.

13.4 Bumping

(a) Although the time allocated for choosing to bump or not has changed from seven days to five days, more information will be available to members at the time of the lay-off notice: Name, Seniority, Nature of position (regular full-time, regular part-time, temporary full-time, temporary part-time), classification, grid level, program or location, current shift schedule including hours per week and employer contact information.

17.1 Paid Holidays

Family Day was added

20.8 Compassionate Care Leave

An employee who has been approved for Employment Insurance Compassionate Care Benefits will be approved for an unpaid leave of absence, and employees waiting for approval of Employment Insurance Compassionate Care Benefits may be granted general leave as per Article 20.6.

21.1 (e) Maternity Leave and 21.7 (b) and (c) Seniority Rights on Return to Work

Employee’s returning from maternity leave do not have to reapply anymore to return to their former position. They just have to issue a notice to return to work from their maternity leave.

24.3 Appointment Policy

(a) – For vacant supervisory positions only where an applicant is seeking a promotion into the vacancy, seniority will play a lesser role in the selection process.

24.5 – Trial Period

Trial periods can be extended if there are absences of greater than two weeks.

24.11 Temporary Vacancies

(b) and (c) – Unfortunately we had to accept that some immediate savings were required in order to meet the government’s “cooperative gains” mandate. For casuals, pay in lieu of vacations and statutory holidays went from 10.2% to 9.8%.

We did, however, get agreement that temporary vacancies are extended to 18 months from 12 months.

26.9 Transportation Allowance

(a) – The transportation allowance was increased by \$0.04 per kilometre. Every other increase found in the other public sector agreements was increased by \$0.02 per kilometre.

26.10 Meal Allowance

The meal allowances are increased by these amounts: Breakfast - \$1.50; Lunch - \$1.75 and Dinner - \$2.00.

26.13 Criminal Record Check

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

Article 27 Health and Welfare

Hearing aids (including devices and accessories) are increased to \$1,000 per adult every 48 months and \$1,000 per child every 24 months.

28.1 Damage to Personal Property

(b) and (d) – The two year limit on use is deleted, plus we increased the amount that can be claimed and expanded what property damage can be claimed.

29.4 Complaints Procedure

(i) – Along with an improved notification process, the parties have agreed to develop a pilot project to try and streamline the complaint procedure process.

30.6 Application of Agreement to Casual Employees

We have deleted the casual exclusion reference to overtime for part-time employees in this Clause; meaning that casual employees can access overtime in accordance with Clause 16.10.

32.1 Duration

This Agreement, if ratified, will expire at midnight on March 31, 2014.

Appendix A – Wages

Members that are at Step 1, no matter what Grid they are in, will receive a 1% increase effective April 1, 2013.

All members will receive a general wage increase of 1.5% on April 1, 2013.

All members will receive a general wage increase of 1.5% on January 1, 2014.

Appendix A, Section B - Wage Protection

Wage protected employees will receive 50% of any general wage increases. Plus these employees will not run the risk of losing their wage protection if they change classifications.

Many of these employees have not seen a wage increase in 10 years.

Labour Market Adjustment Letter

Funds have been allocated to address wage adjustments for classifications that have the greatest labour market pressures. The Unions will have a say in how these funds are to be targeted.

Memorandum of Agreement #14 - Sick Leave, Illness and Injury Plans and Benefit Improvement Costs

We have agreed to form a Joint Disability and Drug Management Committee. This will allow for a full review of the Health and Welfare benefits to find ways to improve those benefits and reduce time periods of illness and injury.

Memorandum of Agreement #15 - Benefits While On Certain Leaves of Absence

Extending Health and Welfare benefits to members while on unpaid leaves of absence is expensive for individual agencies. The language in this memorandum allows for the parties to explore ways in which these costs can be amortized throughout the CSS sector so that the extension of Health and Welfare benefits for members on unpaid leaves of absence can be achieved.

Memorandum of Agreement #18 – Continuity of Service and Employment

This is a tri-partite agreement between the CSSBA, CSSEA and the government. It provides our members with employment security and agencies with some contract security.

Letter of Understanding – Impacts of Changes in Service Delivery

This is to review the systemic pressures of the CSS sector in service delivery. These pressures result in an increased need for orientation and training. The Sector Committee has been tasked to address these issues.

Letter of Understanding #2 - Labour Adjustment, Education And Training Fund Memorandum

The Labour Adjustment and Education Fund (LAEF) is maintained in trust.

Letter of Understanding #4 - Joint Training

The parties have agreed to develop a joint training program for Stewards and Supervisor/Managers. This should assist with labour relations at all agencies.

Cost Savings

Below is the list of items identified as cost savings under the governments "cooperative gains" mandate.

- Effective April 1, 2013 reducing casual employee "pay-in-lieu" of vacation and statutory holidays from 10.2% to 9.8%.
- Including mandatory early intervention program for illness or injury.
- Implementing a central dispensary for maintenance drugs.
- Deleting MOA #13 Re: Market Adjustment Premium.
- Effective April 1, 2013, amending MOA #2 Re: Superior Benefits and Provisions to delete: (3) - Statutory Holidays;
- Agreeing not to print the GS, CLS and AS agreements that expired on March 31, 2012 and to print one-half of the normal required amount of collective agreements for the GS and CLS agreements expiring March 31, 2014.
- Saving \$60,000 cost pressure by not replenishing the LAEF.
- Implementing disability management program, etc. as per MOA #14 Re: Sick Leave, Illness and Injury Plans and Benefit Improvement Costs.

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**RATIFICATION DOCUMENT
COMPREHENSIVE REPORT**



**Community Social Services
Bargaining Association**

E&OE

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The collective bargaining for Aboriginal Services will recommence soon.

We were able to secure some money for the membership while pushing back on concessions that were sought by the government's mandate of "cooperative gains".

Below is a comprehensive report with the full language changes. Bolded language means language has been changed or it is new; words or sentences that have a line through them are deleted. Any explanations offered with respect to the provisions below will be identified in this font.

Except for the changes seen in this document, all other provisions within the CLS and GS collective agreements remain the same.

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 shop steward is unavailable, a Union staff person, or local union officer designated by the Union will represent the employee.**
- ~~(b)~~ (c) A steward, or her alternate, must obtain the permission of her immediate supervisor before leaving work **for the time reasonably required** to perform her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her supervisor.
- ~~(c)~~ (d) Where the ~~shop~~ steward's duties ~~are such that they~~ will **unreasonably** interfere with the proper operation of the Employer, such duties will be performed outside of normal working hours.
- ~~(d)~~ (e) The duties of stewards shall 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.

Changes to Clause 3.6 relate to Union Rights

3.8 ~~Bulletin Boards~~ Union Communications

- (a) The Employer will provide a bulletin board facilities for the exclusive use of the Union. The sites will ~~to~~ be determined by mutual agreement. The use of ~~such the~~ bulletin boards facilities ~~will be~~ 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.**

Changes to Clause 3.8 reflect new technologies and their use by members for communications.

3.10 Time Off for Union Business

- (e) *Collective Bargaining*

Time spent by employees who are members of the UBA 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 ~~250~~ **127** workdays for the Community Living Services and the General Services Agreement.

In changing the days from 250 to 127, Clause 3.10 is identified as a cost savings for CSSEA.

8.3 Labour Management Committee

- (a) 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 will not suffer any loss of basic pay for time spent on this Committee.~~ **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.

The change in Clause 8.3 was to help insure activists on this committee are able to attend outside regular working hours and receive compensation.

9.8 Time Limit to Submit to Arbitration

- (a) Failing satisfactory settlement at Step 3, and pursuant to Article 10 (Arbitration), the President, or her designate, may inform the Employer of her intention to submit the dispute to arbitration within:
 - ~~(a)~~ (1) 30 days after the Employer's reply at Step 3 has been received; or
 - ~~(b)~~ (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.**

The change in Clause 9.8 is 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.

11.6 Right to Have Union Representative Present

- (c) An employee has the right to select the steward she wishes to represent her providing that this does not result in an undue delay.

The change in Clause 11.6 is to assist members in their right of representation and who it is that represents them.

12.2 Seniority List

The Employer will prepare and provide to the Union once every six ~~(6)~~ months, **in January and July** an up-to-date seniority list containing the following information ~~pertaining to its regular~~ for all employees:

- (1) employee's name;
- (2) employee's seniority;
- (3) employee's current classification;
- (4) employee's rate of pay;
- (5) **employee's status (per Article 2.1 Employees);**
- (6) **employee's continuous service date.**

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

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

12.2 (Seniority List – Transitional: Letter of Agreement)

The Union will explain to its members that continuous service date is not necessarily the same as the employee's start date.

The first time the employee's continuous service date is provided in accordance with Article 12.2 (Seniority List), the date shall be deemed to be correct in the absence of evidence to adjust it. Where an employee has a concern about the continuous service date, the Union and the Employer will attempt to resolve it. The Employer's obligation to provide assistance with the provision of evidence for that purpose is limited to information available without unduly increasing the Employer's administrative burden.

Note: This will be used in ratification, but will not become part of the collective agreement.

The change to Clause 12.2 and the transition letter of agreement relates to the addition of a "continuous service date" into the collective agreement. In order for this change to happen a transition period is needed. The Unions within the CSSBA have agreed to issue an explanatory document on continuance service date to the members if this tentative agreement is ratified.

13.2 Pre-Layoff Canvass

- (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.**

The change in Clause 13.2 is administrative for the Union to be made aware of a member's decision.

13.4 Bumping

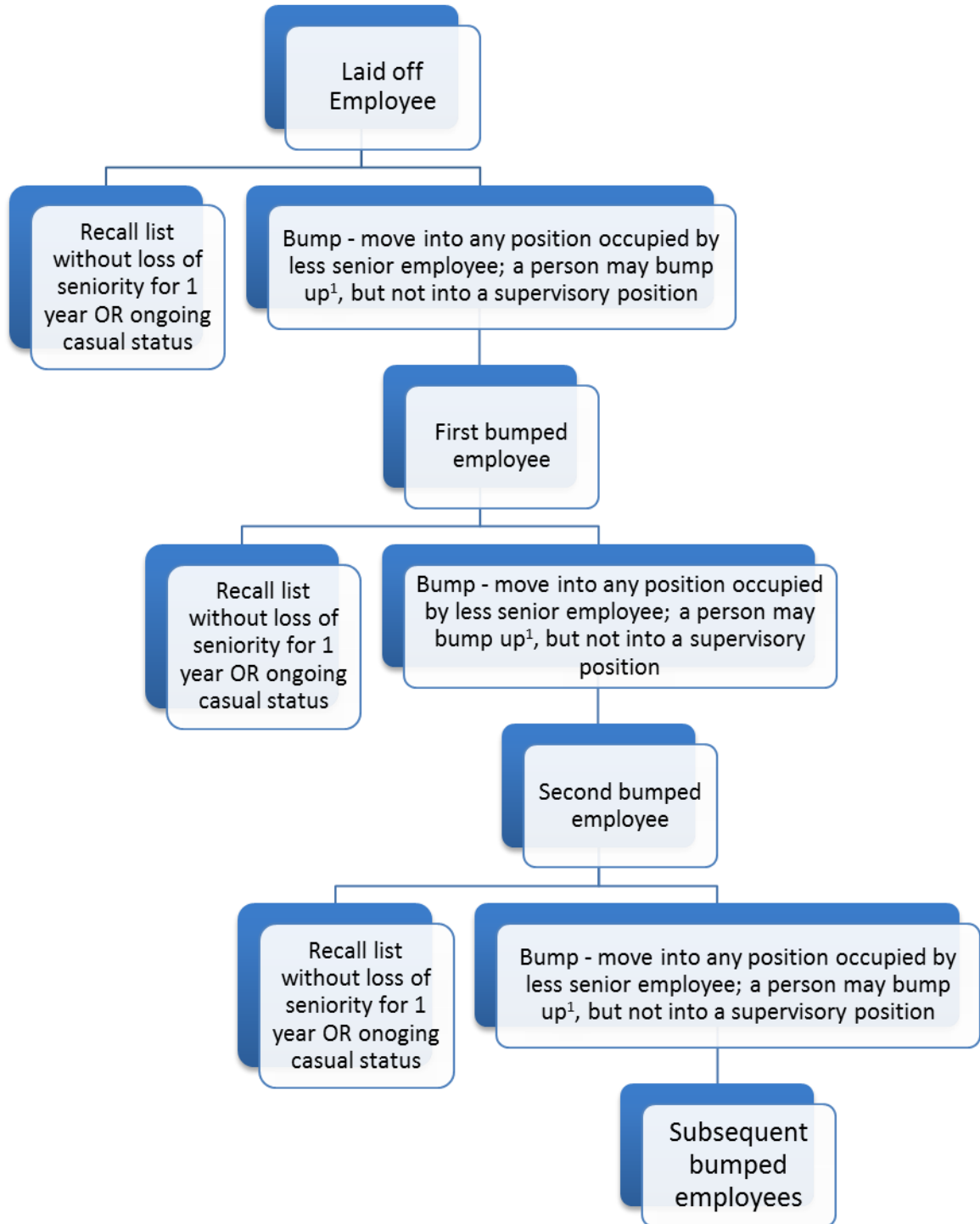
- (a) ~~An employee must exercise her bumping rights~~ **Within five days of receiving from the Employer both the a notice of layoff and all information required by the employee to make an informed decision regarding her bump options, she will by providing provide written notice to the Executive Director of her bump choice.**

Information Appendix H - Information Required for Article 13.4 - Bumping

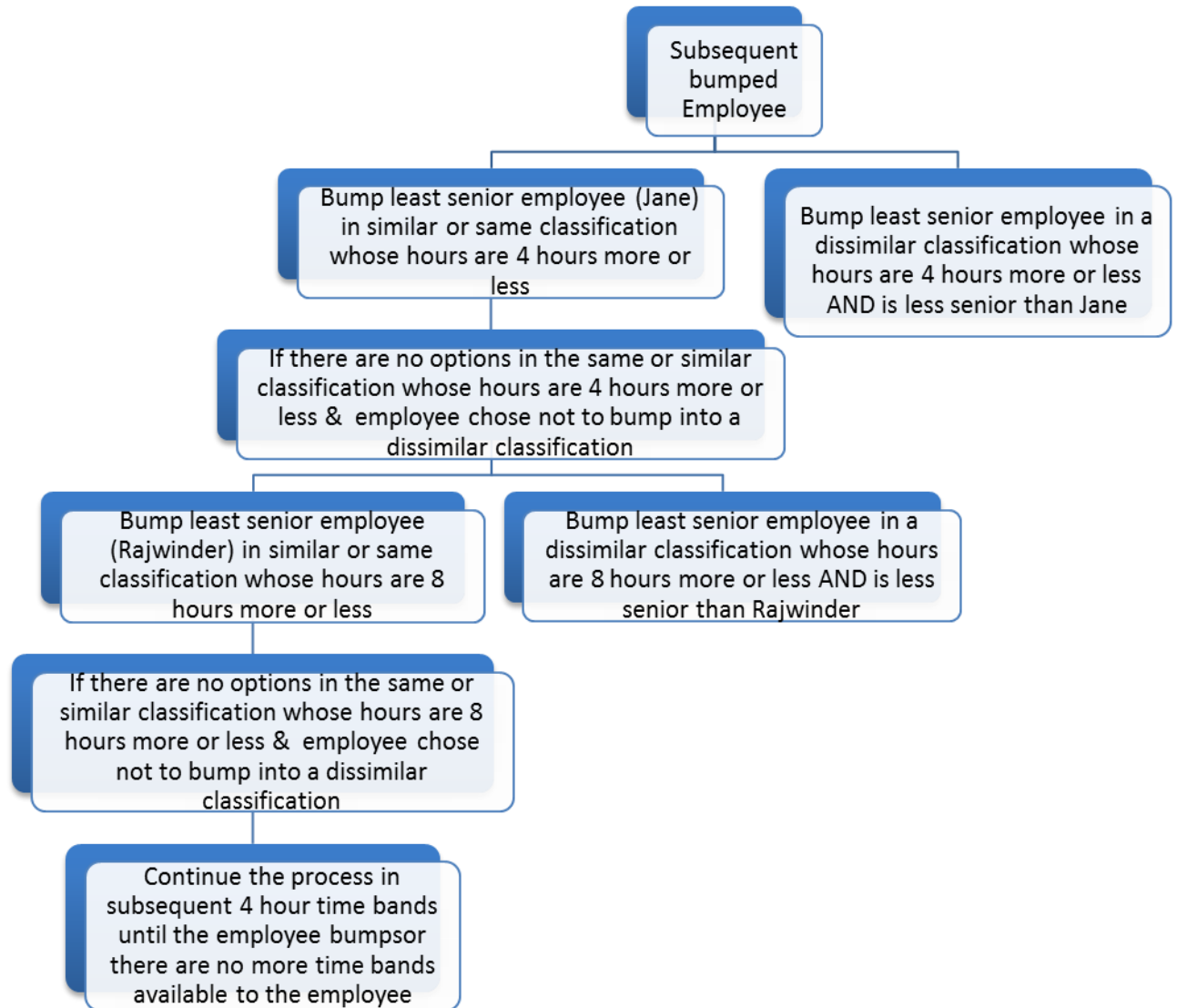
The Employer will provide to the affected employee the following information:

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.

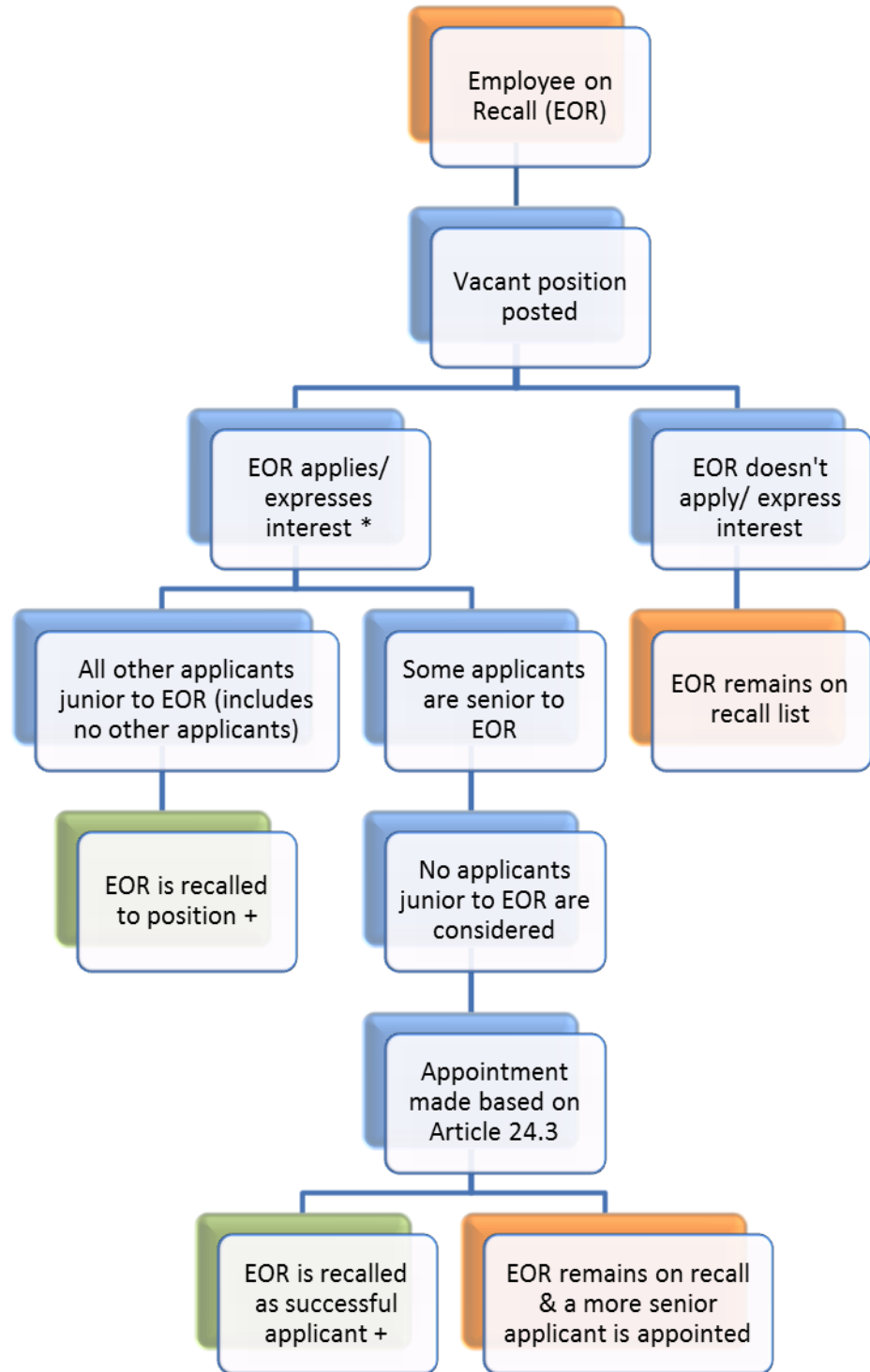
The change to Clause 13.4, the addition of Information Appendix H and the flow charts identified below are to add clarity to the bumping process. The change of days from 7 to 5 in Clause 13.4 is identified as a cost savings for Employer's. We agreed to the change as the Employer's agree to provide all information listed in the Information Appendix H at the time layoff notice is given.



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



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*An EOR is only considered for positions for which she is qualified and able to perform the work. An employee on recall may choose to leave a letter with her employer identifying which positions, should they become vacant, she wants to be considered for.

+ Employees on recall who are recalled to a position and don't fulfill the trial period as per Article 24.5 – Trial Period are returned to the recall list for the remainder of their one year recall period.

14.2 (g) Extended Hours Shifts

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

The change in Clause 14.2 means this language now applies to all employees, not just regulars.

17.1 Paid Holidays

The Employer recognizes the following as paid holidays:

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

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

Clause 17.1 now includes Family Day.

20.8 Compassionate Care Leave

An employee who has been approved for Employment Insurance Compassionate Care Benefits will be approved for an unpaid leave of absence.

Employees waiting for approval of Employment Insurance Compassionate Care Benefits may be granted general leave as per Article 20.6.

Clause 20.8 is expanded to include Employment Insurance compassionate care.

21.1 Maternity Leave

- (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 she is able to perform her 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.**

21.7 Seniority Rights on Reinstatement Return to Work

- (b) The employee will **notify the Employer** ~~be deemed to have resigned on the date upon which her leave commenced if an application for re-employment is not made within one (1) month prior to the expiration of the leave of her intent to return to her position unless notice is provided pursuant to Article 12.5 Bridging of Service and/or 21.9 Extended Child Care Leave, or if she does not return to work after having applied for re-employment.~~
- (c) The employee will be deemed to have resigned on the date upon which her leave commenced if notice is not given or she does not return to work.

The changes to Clause 21.1 and 21.7 more accurately reflect the requirements of the Human Rights Act and the needed assurance that employment status cannot change as a result of a pregnancy.

24.3 Appointment Policy

- (a) For promotions, seniority, ability, performance and qualifications of the applicants concerned will be the determining factors. These four factors will be given equal weight. Where the above factors are relatively equal, seniority will be the determining factor. **However, seniority will play a lesser role in the case of promotion to a supervisory position.**

The change to Clause 24.3 relates exclusively to positions posted for promotion to Supervisor.

24.5 – Trial Period (To be added to present Clause 24.5)

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

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

The change to Clause 24.5 is one of a reasonable extension to a trial period if that trial period was interrupted due to absences.

24.11 Temporary Vacancies

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three months shall be posted as per Article 24.1 (Job Postings).
- (b) Casual employees may elect to maintain their ~~10.2~~ **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) ~~Temporary vacancies shall not exceed 12 months without the agreement of the Union or as specifically permitted in this Agreement.~~

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. ~~It is understood temporary postings of this type may exceed the 12 months without the agreement of the Union (see Information Appendix A Long Term Disability).~~ **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.

The change to Clause 24.11 is to clarify what happens over a long period of time to a temporary vacancy.

26.9 Transportation Allowance

- (a) **Effective April 1, 2013**, an employee who uses her own motor vehicle to conduct business, on behalf of and the request of the Employer, will receive an allowance of ~~\$0.41~~ **\$0.45** per kilometer.

The change to Clause 26.9 is an increase of \$0.04 per kilometre. Although we were starting from a lower rate than some other sectors, we are the only sector that was able to increase the amount by \$0.04. All others were \$0.02.

26.10 Meal Allowance

Effective April 1, 2013, employees on the Employer's business away from their worksite or out of their region and with the approval of the Employer shall be entitled to reimbursement for meal expenses incurred to the maximum set out below. This Article shall not apply to employees who, on a day-to-day basis, do not work in a fixed location.

Breakfast	\$8.50 \$10.00
Lunch	\$10.50 \$12.25
Dinner	\$19.25 \$21.25

The change to Clause 26.10 reflects increased costs to members for meals. The rates increased by \$1.50, \$1.75 and \$2.00 for the three respective meals.

26.13 Criminal Record Check

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

The change to 26.13 has been identified as a condition of continued employment; therefore, the Employer's have agreed to pay for the criminal record check when it is required.

27.3 Definition of Spouse and Other Dependents

"*Dependent child*" for the purposes of benefits coverage, means **an** unmarried child ~~ren~~ until the end of the month in which ~~they~~ **she** attaining the age of ~~nineteen~~ (19) years of age if they are mainly dependent on and living with the employee or ~~their~~ **her** spouse. Coverage may be extended to age ~~twenty five~~ (25) years where the dependent child is a full-time student. Unmarried ~~physically or mentally handicapped~~ children **with physical or developmental disabilities** will be covered to any age if ~~they are~~ **she is** mainly dependent on and living with the employee or her spouse.

The changes to Clause 27.3 were needed to be more respectful of those who were covered and improve the language.

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 ~~as long as~~ such personal possessions are of a type suitable and ~~or~~ authorized for use while on duty.
- (b) The Employer will pay, ~~once every two (2) years from the date of the incident~~ for the repair or the replacement cost of prescription eyewear, **hearing aids and other prescribed accessibility aids** under this Article to a maximum of ~~\$250~~ **\$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 ~~\$300~~ **\$500**.

The changes to Clause 28.1 improve the benefit whereas personal property of a member is damaged.

29.4 Complaints Procedure

- (i) If the respondent is the Executive Director (or equivalent), the Union will notify **the Chair (or equivalent)** of the Board of Directors (~~or equivalent~~), **the Respondent and CSSEA** within ~~fifteen~~ (15) days of receiving the complaint. ~~The Board of Directors~~ **CSSEA** and the Union will appoint a mutually agreeable

independent investigator. The independent investigator will investigate the complaint within ~~thirty (30)~~ days of receiving it and submit her report to the Board of Directors. The Union will be apprised of the resolution.

The change to Clause 29.4 insures that the notification of a complaint is relayed to the appropriate persons or parties.

30.6 Application of Agreement to Casual Employees

- Deleting the reference to "16.10 (Overtime for Part-time Employees)"

The change to Clause 30.6 removes the casual employee exclusion to overtime for Part-time (regular) employees; meaning casual employees can now access overtime pursuant to Clause 16.10.

32.1 Duration

This Agreement shall be binding and remain in effect until midnight, March 31, ~~2012~~, 2014.

The change to Clause 32.1 reflects the length of the Collective Agreement.

32.2 Notice to Bargain

- This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after December 1, ~~2011~~ 2013, ~~but in any event not later than midnight, December 31, 2011.~~
- Where no notice is given by either Party prior to December 31, ~~2011~~ 2013, both Parties shall be deemed to have been given notice under this Article on December 31, ~~2011~~ 2013.
- All notices on behalf of the Unions shall be given by the Association of Unions and similar notices on behalf of the Employers' shall be given by the Community Social Services Employers' Association.

The change to Clause 32.2 applies to the parties requirements to issue notice to bargain near the expiration of the Collective Agreement.

APPENDIX A

Wage Increases

Effective April 1, 2013: 1.5% General Wage Increase and 1.0% increase to Step 1

Effective January 1, 2014: 1.5% General Wage Increase

Appendix A - Wage increases as noted. As in most public sector negotiations, retroactive pay was not achievable. However, the total payroll increases to the CSS sector go beyond what others were able to accomplish.

Those employees who are working at Step 1 will receive a 1% wage increase on April 1, 2013. This is to make necessary adjustments to the lowest wage rates within each grid; plus,

A general wage increase of 1.5% to all employees on April 1, 2013, plus an additional 1.5% general wage increase on January 1, 2014.

APPENDIX A

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), ~~while they are in their current classifications.~~

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 her classification meets or exceeds her 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 employees as per Article 14.2(e) (Hours of Work) in ~~their~~ her classification;
- overtime hours in the employee's classification;
- statutory holidays/annual vacation pay/sick leave; and
- assignment of regular hours as per Article 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 employees as per Article 14.2(e) (Hours of Work) in a classification other than the employee's own. In such circumstances, ~~they~~ she will be paid at Step 4 of the classification in which ~~the employees~~ she is working.

All employees will lose ~~their~~ her wage protection (status) rates when:

- ~~they post to a different classification;~~ (effective April 1, 2013)
- ~~they are~~ she is demoted by the Employer as a result of disciplinary action;

- regular employees achieve a casual position except where it is a temporary assignment directed by the Employer;
- ~~they~~ **she** bumps under layoff provisions into a different job family or into a different grid level.

The change to the Wage Protection within Appendix A, Section B, first paragraph, allows members who are wage protected to be able to maintain that wage protection if they move from one classification to another.

The changes also allow for a wage increase to be paid to wage protected employees to an amount of 50% of the general wage increases. A wage increase for these members has not been done for many Agreements.

APPENDIX B LIST OF ARBITRATORS

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

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

Expedited Arbitrators

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

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

Appendix B updates the List of Arbitrators.

MEMORANDUM OF AGREEMENT #1 RE: LOCAL ISSUES

between
Community Social Services Employers' Association (CSSEA)
and
Community Social Services Bargaining Association of Unions (CSSBA)

3. Notice to negotiate local issues must be sent by facsimile or priority courier ~~between~~ no later than September 30th the year before expiry of the collective agreement. ~~December 1, 2011 and December 31, 2011.~~ Negotiation of local issues will be conducted anytime between ~~January 1, 2012 and ninety (90) days immediately after ratification~~ **October 1, and the expiry** of the Collective Agreement.

Memorandum of Agreement #1 - Local issue bargaining timelines have been adjusted.

**Letter of Understanding
between
B.C. Government & Service Employees' Union
and
Community Social Services Employers' Association**

Re: Memorandum of Agreement #1 - Local Issues

1. **The parties agree to negotiate standard language on the following issues to be included in the local issues agreements:**
 - a) **School based or seasonal programme employees;**
 - b) **Special project employees (including student summer work experience employees).**
2. **The parties may agree to separate standard language on these issues for General Services, Community Living Services and Aboriginal Services.**
3. **If the parties fail to negotiate mutually agreeable standard language within 90 days of the date of ratification, these issues will be referred to Brian Foley for binding arbitration. At the local level, however, the Union and/or Employer may opt to maintain or negotiate a separate local agreement pursuant to MOA#1.**

This Letter of Understanding refers to the Memorandum concerning Local Issues (above) and is to assist the parties in their application of that Memorandum. This applies to BCGEU only.

MEMORANDUM OF AGREEMENT #2

RE: SUPERIOR BENEFITS AND PROVISIONS

*between
Community Social Services Employers' Association (CSSEA)
and
Community Social Services Bargaining Association (CSSBA)*

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. ~~Statutory Holidays~~
4. On Call

5. Pay In Lieu of Benefits
6. Compassionate Leave
7. Sick Leave Pay Out
8. Shift Premiums
9. Call-back
10. Required Certifications
11. Vacation

The change to Memorandum of Agreement #2 – Superior Benefits and Provisions removes any additional Statutory Holidays from any Collective Agreements that have more listed than those identified in Clause 17.1 – Paid Holidays. This was identified as a cost saving.

Labour Market Adjustment Letter

There will be a fund to be distributed to the classifications with the most critical labour market pressures:

Effective Apr 1, 2013 \$400,000

A minimum of 2/3 of the amount reference above will be allocated to the JJEP wage grid.

Within 90 days of ratification the CSSBA and CSSEA representatives will meet and make joint recommendations to the bargaining principals on how the funds referred to above will be applied.

The CSSBA has received a letter confirming a Fund to be used for the purposes of addressing Labour Market Adjustments within classifications with the most critical labour market pressures.

MEMORANDUM OF AGREEMENT #14

**RE: Sick Leave, Illness And Injury Plans And Benefit
Improvement Costs**

between

Community Social Services Employers' Association (CSSEA)

and

Community Social Services Bargaining Association (CSSBA)

The Community Social Services Sector Committee will form a Joint Disability and Drug Management Committee (JDMC) 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.

Within 90 days of ratification, the JDMC will meet with WorkSafeBC and the benefit providers in order to develop a program, identify benchmarks and set targets.

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 shall be shared equally.

Memorandum of Agreement #14 relates to an Agreement to develop a joint committee and working group to assist in disability management including the implementation of a mandatory Early Intervention Program.

MEMORANDUM OF AGREEMENT #15

RE: Benefits While On Certain Leaves Of Absence

Between

Community Social Services Employers' Association (CSSEA)

And

Community Social Services Bargaining Association of Unions (CSSBA)

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, 2014.

Memorandum of Agreement #15 recognizes there may be additional financial hardships resulting from employees paying for benefits while on the leaves noted in the memorandum. The process noted above allows for the Sector Committee (Joint Labour Management Committee between the CSSBA and CSSEA) to review ideas around the distribution of those respective benefit costs throughout the sector. The Sector Committee will then be tasked to make recommendations to the respective bargaining committees.

MEMORANDUM OF AGREEMENT #10 #18
RE: CONTINUITY OF SERVICE AND EMPLOYMENT

between
Community Social Services Employers' Association (CSSEA)
and
Community Social Services Bargaining Association (CSSBA)

The parties agree to abide by the Continuity of Service and Employment Memorandum which was signed on ~~August 13, 2011~~ **March 2, 2013** and expires on ~~October 31, 2012~~ **October 31, 2014**.

This is a tri-partite agreement between CSSEA, the CSSBA and the Government.

LETTER OF UNDERSTANDING #1

[Replaces existing LOU #1, which is deleted.]

Re: Impacts Of Changes In Service Delivery

between
Community Social Services Employers' Association (CSSEA)
and
Community Social Services Bargaining Association (CSSBA)

Funding constraints, service redesign, and recruitment and retention pressures have affected the work environment and the provision of services, with impacts on employees, employers, and the people we serve. Among other consequences, there has been an increased need for orientation and training.

The parties agree to refer these consequences to the Sector Committee, with particular emphasis on issues related to orientation and training. The Sector Committee will make recommendations to the bargaining principals by October 31, 2013.

This Letter of Understanding allows for the Sector Committee to review mutual concerns about recruitment and retention within the Sector. Recommendations are to be made to the respective bargaining principals by October 31st this year.

LETTER OF UNDERSTANDING #2

Re: Labour Adjustment, Education And Training Fund Memorandum

between
Community Social Services Employers' Association
and
Community Social Services Bargaining Association

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.

This addition to Letter of Understanding #2 secures the remaining funds within the Labour Adjustment and Education Fund (LAEF).

LETTER OF UNDERSTANDING #4

RE: Joint Training

between
Community Social Services Employers' Association (CSSEA)
 and
Community Social Services Bargaining Association of Unions (CSSBA)

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 can't 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 from the date of ratification of the Collective Agreement.

The parties have agreed to develop a joint training program for Stewards and Supervisor/Managers.

ARTICLE 27 - HEALTH & WELFARE BENEFITS INFORMATION APPENDIX A

Group Benefits Plan Equivalency Provisions

Effective April 1, 2013

Provision	Coverage improvement
Hearing aids (including devices and accessories)	<ul style="list-style-type: none"> • \$1,000 per adult every 48 months • \$1,000 per child every 24 months

This is an improvement to the Health and Welfare Benefit for the hearing impaired.

Any mutually agreed appropriate updates, additions and amendments (to be determined following ratification of the collective agreement).

These are the Memoranda, Letters, Appendices and Information Appendices that have been renewed or identified for consequential changes such as dates.

Cost Savings

Incorporate the following cost saving measures:

- Effective April 1, 2013 reducing casual employee “pay-in-lieu” of vacation and statutory holidays from 10.2% to 9.8%.
- Including mandatory early intervention program for illness or injury.
- Implementing a central dispensary for maintenance drugs.
- Deleting MOA #13 Re: Market Adjustment Premium.
- Effective April 1, 2013, amending MOA #2 Re: Superior Benefits and Provisions to delete: (3) - Statutory Holidays;
- Agreeing not to print the GS, CLS and AS agreements that expired on March 31, 2012 and to print one-half of the normal required amount of collective agreements for the GS and CLS agreements expiring March 31, 2014.
- Saving \$60,000 cost pressure by not replenishing the LAEF.
- Implementing disability management program, etc. as per MOA #14 Re: Sick Leave, Illness and Injury Plans and Benefit Improvement Costs.

For the above cost saving measures, there will be consequential amendments to applicable provisions in the Collective Agreement.

The above list identifies the cost savings we were able to identify to meet the government’s “cooperative gains” mandate. Of interest to the members the pay in lieu of vacations and statutory holidays was reduced from 10.2% to 9.8% for Casuals; the mandatory Early Intervention Program (EIP); a central dispensary for maintenance medications; the removal of superior statutory holiday language (this affects those members who had more than the 12 statutory holidays found in Clause 17.1) and there will be half as many collective agreements printed.

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:

"*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 aboriginal 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.

"*CLBC*" means Community Living British Columbia.

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 ~~August 13, 2011~~ **March 2, 2013** and it expires for all purposes on October 31, ~~2012~~ **2014**.

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 ~~August 13, 2011~~ **March 2, 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 ~~August 13, 2011~~ March 2, 2013.

This Information Appendix relates to Memorandum of Agreement #18 above.

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