



Details of the Community Social Services tentative agreement

On August 13, the Union Bargaining Association representing HEU and other unions reached an agreement with the Community Social Services Employers' Association on a tentative agreement after more than a year of bargaining.

Next week the Provincial Executive will review the package after which a comprehensive report will be distributed to members through their locals.

In the meantime, HEU members in this sector can review both a summary and full details of the settlement in this document.

Key elements of the tentative settlement (Community Living Services and General Services)

No Concessions

- Employer's concession demands were withdrawn.

Wages and benefits

- No wage increases.
- No improvement to benefits.
- No increase to reimbursed expenses like transportation allowance.
- Negotiations for non-provincially funded positions to commence this fall.

Employment security

- Improved lay-off and recall rights, including a better lay-off process and improved bumping options and recall opportunities.
- Protections for workers when government re-tenders service contracts between agencies.
- Education and training fund of \$600,000 to support workers impacted by cuts to services and jobs.

Fair work practices

- Privacy protections for employees on sick leave.
- Expedited dispute resolution for job selection grievances on lateral transfers.
- Clearer anti-bullying provisions with a fair and workable complaints process.

Article by Article summary of collective agreement changes

Article 4 Union membership is effective immediately upon hire, rather than after 30 days.

Article 9.9 Grievance language improved by obligating the employer to enquire in writing as to the status of a grievance BEFORE the grievance can be considered abandoned.

Article 11.8 There is now a nine calendar month cap on the probationary period for supervisory and professional employees where none existed previously.

Article 13.3 A lay-off in non-residential programs require the employer to lay off the most junior employee in the classification, regardless of location.

Article 13.3 Lay-off provisions in residential programs (i.e. group homes and transition houses) continues with current rights. Lay-off by classification will be in reverse order of seniority within the appropriate shift within their worksite.

Article 13.4 Increase the number of employees with unrestricted bumping rights (ie. “to bump any employee with less seniority if she is qualified to satisfactorily perform the work. An employee can bump up, but not into a supervisory position”) from one employee to the first three employees.

Article 13.4 Laid-off employees can no longer be forced to bump outside their own or a similar classification.

Article 13.5 Employees on recall can now decline recall without penalty.

Article 13.5 Recalled employees no longer have greater seniority rights than other employees to specific vacancies in the bargaining unit.

Article 17.5 Part-time employees’ entitlement to statutory holiday lieu days is clarified.

Article 17.11 Part-time employees accruing paid holiday banks can now draw from other banks (vacation, OT) to ensure they don’t receive reduced pay on statutory holidays. Employees now have the ability to determine their pay up to a full day’s pay on statutory holidays.

Article 19.2 The employer will not request an employee’s diagnosis.

Article 22.5 Employer will post WorkSafe BC Critical Incident response pager numbers at all worksites.

Article 22.5 Once a remedy to a violent incident is agreed to, it will be implemented within 15 days.

Article 24.3(a) For lateral transfers, seniority and performance have been added to the list of determining factors. All determining factors have equal weight.

Article 24.3(b) For promotions, performance has been added as a fourth factor. All factors must be accorded equal weight. External applicants compete on the same basis as internal applicants.

Article 24.3(c) Where a pool of applicants contains both promotional and lateral applicants the promotional process will be used.

Article 24.3 The added factor of performance has a definition included to prevent its misuse by the employer. The definition reads “a reasonable assessment of an applicant’s fulfillment of their relevant job related duties only, including evaluation reports. For employees it does not include disciplinary measures older than 18 months (see Article 11.4 (d)) – Right to Grieve Other Disciplinary Action”

Article 29 This article now includes clearer anti-bullying provisions, and a clearer complaints process. All results of the complaints process are grievable by either the complainant or respondent. There is now provision for a troubleshooter to deal with systemic issues.

Article 24.9 There is now the option to use an expedited dispute resolution process for lateral job selection grievances under Art. 24.3 (a). These must be grieved within seven days.

Article 24.9 Job selection grievances, including under 24.3 (a) (lateral), remain grievable under the current grievance language in Article 9.

Article 26.8 The Maintenance Agreement and Classification Manual will now be included in the collective agreement as Information Appendix C.

Article 32 Two-year agreement expiring on March 31, 2012.

MOA#12 Maintained the goal of wage parity with community health as outlined in MOA #12.

MOA – Sick leave, Short Term Illness and Injury Plan, and Benefits Improvement Costs A committee will be established to gather information to conduct an effective study regarding sick leave, short-term illness and injury plans and benefits improvement costs. This will provide vital information for future bargaining in the CSS Sector.

Information Appendix A Clarified the rights of employees on LTD, and upon their return to work

Information Appendix G Now includes Shared Fact Sheet for grievances in the collective agreement to encourage its use in the grievance process.

MOA #14 (Information Appendix D) Continuity of Service and Employment Memorandum

This provision is effective on date of settlement (13 Aug 2011) provided the agreement is ratified. Pension will be portable according to the MPP rules. This provision now expires 6 months after expiry of collective agreement instead of on the last day before expiry of the collective agreement.

Retraining Grant

A \$600,000 fund for providing retraining grants will be jointly administered by UBA and CSSEA. Workers eligible for funding are to be determined by the joint committee.

Separate documents containing **employment security provisions** and **detailed language** are available attached to the online version of this bulletin.