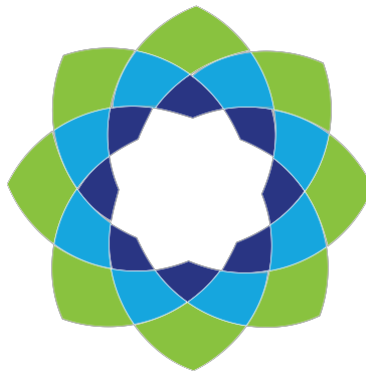


RATIFICATION DOCUMENT COMPREHENSIVE REPORT



**Community Social Services Bargaining
Association**

E&OE

The multi-union Community Social Services Bargaining Association (CSSBA) has reached a tentative agreement for the 11,000 union members working in community-based social services across the province.

The five-year tentative agreement foresees a significant wage increase for community social service workers that will significantly close the wage gap with workers in equivalent positions in the community health sector.

The multi-union Community Social Services Bargaining Association entered into early coordinated talks with the Community Social Services Employers' Association (CSSEA) to try and find some common ground and reach a reasonable settlement for Community Social Services workers that would address the issue of wage comparability with the community health sector.

Early coordinated bargaining took place in the Community Health Sector and for B.C. Government employees at the same time, leading to tentative agreements in those sectors as well.

We have always maintained that Community Social Service workers are the lowest paid in the entire public sector, and have faced a decade of declining wages. Moreover, in a large majority of cases, the work in the Community Social Services sector is comparable to the work done in the Community Health sector, yet our members are continuously paid less for similar work.

Our bargaining priorities were therefore focused on improving wages in our sector to start catching up to the wages in Community Health.

As highlighted in this document, you will see that a significant amount of money was added to your collective agreement to address the wage gaps between our sector and Community Health.

This tentative agreement is for all three sub-sectors: General Service (GS), Aboriginal Services (AS) and Community Living Services (CLS).

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

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

Except for the three language items identified below with an *, this tentative agreement will come into force and effect on April 1, 2014.

The Community Social Services Bargaining Association is recommending a Yes vote.

Aboriginal Services Only:

*1.5 No Discrimination

(a) The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

(b) The Employer and the Association of Unions agree that there shall 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 criminal or summary conviction that is unrelated to the employment of that person.

(c) Notwithstanding the above, the parties accept that Aboriginal agencies are entitled, by virtue of Section 41 of the *Human Rights Code*, to give preference to Aboriginal peoples, and as such will not be restricted by any clause or article contained in the Collective Agreement in hiring, retaining, promoting or advancing of Aboriginal individuals. ~~who are members of the identifiable groups that Aboriginal agencies are mandated to serve.~~

Comment: **(This language is to be implemented on the date of Ratification. This removes the restriction where an Aboriginal member would have had to have been from an identifiable group of those they provide services to)*

Article 2.2 – Other Definitions

- (i) **"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.**

Comment: *(Clarity on the definition of Premiums)*

ARTICLE 24 – PROMOTION AND STAFF CHANGES

*24.3 Appointment Policy

(a) ~~For lateral transfers or demotions~~ **In filling vacancies, the determining factors will be seniority, ability, performance and requisite relevant qualifications. will be the determining factors.** These four factors will be given equal weight. Where these ~~above~~ factors are relatively equal, seniority will be the determining factor. ~~Where there are no qualified internal applicants, the Employer may appoint a qualified external applicant.~~
Despite the foregoing:

- 1) **Seniority will play a lesser role in the case of promotion to a supervisory position; and**
- 2) **Where the ability, qualifications or 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.**

~~(b) 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.~~

(b) **In this article, "performance" means a reasonable assessment of an applicant's fulfillment 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 Article 11.4(d) (Right to Grieve Other Disciplinary Action).**

~~(c) Where both lateral and promotions are to be considered within the group of applicants, applicants will be evaluated under Article 24.3(b) above.~~

Lateral means: — where the duties of the jobs are substantially the same and within the same job family and grid level.

Promotion means: — outside your job family and/or to a higher grid level.

Performance means: a reasonable assessment of an applicant's fulfilment of their relevant job related duties only, including evaluation reports. For employees it does not include disciplinary measures older than 18 months (see 11.4(d) – Right to Grieve Other Disciplinary Action).

Note: Where an Asleep Residential Night Worker applies for a job as an Awake Residential Night Worker or Residence Worker and/or where an Awake Residential Night Worker applies for a job as a Residence Worker, it will be considered a lateral transfer if the employee has previously performed this work as a regular employee with that Employer.

Comment: **(This language is to be implemented on the date of Ratification. The changes to Clause 24.3 are mostly administrative. The language does not differentiate between the type {lateral, promotion, etc.} of vacancy is available, but simply speaks to the procedure attached to a posting. Where there are no qualified members, the Employer may hire outside the organization; that right always existed. When evaluating an applicant's performance, a review through employee records, but where 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)*

Article 24.5 – Trial Period (Agreed letter dated November 30, 2013)

Letter to the CSSBA dated December 1, 2013 from Gentil Mateus, CEO of CSSEA which states:

In regards to the application of Article 24.5 – Trail Period, CSSEA and the CSSBA have agreed the interpretation is as follows:

Regular employees who post into bargaining unit positions, may return to their former position within three months. However, the expectation is that the applicant has considered the demands of the position and intends to stay in the position for the duration of the posting.

Comment: *(This refers to a letter sent to the CSSBA by the Employer. The CSSBA agrees with the contents)*

Article 26.9 – Transportation Allowance (for CLS/GS only)

<u>Effective April 1, 2016</u>	<u>\$0.46</u>
<u>Effective April 1, 2017</u>	<u>\$0.47</u>
<u>Effective April 1, 2018</u>	<u>\$0.48</u>

Article 26.9 Transportation Allowance (for AS only)

<u>Effective April 1, 2016</u>	<u>\$0.50</u>
<u>Effective April 1, 2017</u>	<u>\$0.51</u>
<u>Effective April 1, 2018</u>	<u>\$0.52</u>

Article 26.10 - Meal Allowance for AS/CLS/GS

<u>Effective April 1, 2015 – B \$10.10/L \$12.37/D \$21.46</u>
<u>Effective April 1, 2016 – B \$10.25/L \$12.56/D \$21.78</u>
<u>Effective April 1, 2017 – B \$10.41/L \$12.75/D \$22.11</u>
<u>Effective April 1, 2018 – B \$10.56/L \$12.94/D \$22.44</u>

Comment: *(Increases to reimbursable expenses; please note the effective dates)*

Article 27 – Information Appendix A – Group Benefits Plan Equivalency Provisions

The collective agreement will be amended to include the following provisions, or other provisions, within the same cost envelope as determined by the CSSBA:

Vision Care

- Effective April 1, 2017, a maximum of \$100 every 24 months for eye exams.**
- Effective April 1, 2017, increase to a maximum of 80% of \$350 per person per 24 month period to coverage for prescription eyeglasses or equivalent corrective laser surgery to the maximum allowed.**

Oral Contraceptives

- Effective April 1, 2016, add oral contraceptives to prescription drug coverage.**

Comment: *(Increases to existing benefit plans; please note the effective dates.)*

ARTICLE 29 - HARASSMENT**Preamble**

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

***29.1 Personal and Psychological Harassment**

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

- (1) creates a risk to a worker's psychological or physical well-being; or causes a worker substantial distress; or **results in an employee's humiliation or intimidation** ~~to be humiliated or intimidated;~~ 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 ~~that causes substantial distress;~~ or
- (3) is seriously inappropriate ~~conduct by a person that~~ **and** serves no legitimate work-related purpose; ~~and~~
- (4) ~~is repeated or persistent, or may be a single serious incident.~~

(b) ~~Reasonable conduct by a manager or supervisor in directing workers and carrying out her management duties in good faith is not harassment. Good faith actions of a manager or supervisor relating to the management and direction of employees – such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action – do not constitute harassment.~~

29.2 Sexual Harassment

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

- (1) touching, patting or other physical contact;
- (2) leering, staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

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

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

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

29.3 Harassment Complaints

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

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

- (c) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.
- (d) The complainant and the respondent (if she is 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, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (f) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (g) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

29.4 Complaints Procedure

- (a) A formal complaint must be submitted in writing within six months of the last alleged occurrence.
- (b) A complaint must be submitted through the Union and/or directly to the Executive Director (or the equivalent or designate). When the Executive Director has received a complaint, she 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 her designate will investigate the complaint and will complete her 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), the Union will notify the Chair (or equivalent) of the Board of Directors, the Respondent and CSSEA within 15 days of receiving the complaint. CSSEA and the Union will appoint a mutually agreeable independent investigator. The independent investigator will investigate the complaint within 30 days of receiving it and submit her report to the Board of Directors. The Union will be apprised of the resolution.~~
- (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. Article 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 his or her discretion with respect to the process, the Appointee will consider the parties' desire that the process be fair and expeditious, that it minimizes disruption in the workplace, that it respects individual privacy to the degree possible in the circumstances, and that it keeps costs to a reasonable level. The Appointee will submit any report or recommendations to CSSEA and the Union. The report and recommendations will remain confidential, except for distribution to the Employer's Board of Directors, the complainant and the respondent. The Appointee may stipulate conditions she/he deems appropriate with respect to distribution. Any outcomes of the process are without prejudice or precedent for other proceedings.
- (5) The Appointee's fees and expenses will be shared by the Employer and the Union.

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

29.5 — Appeal

- (a) ~~Disputes resulting from actions taken under this article may be grieved within 30 days at Step 3 of the grievance procedure.~~
- (b) ~~A grievance must be submitted through the Union to an arbitrator from the list of arbitrators in Appendix B.~~
- (c) ~~The Arbitrator may first try to reach a resolution acceptable to the Employer and the Union.~~

29.6 — Systemic Issues

~~In the case of possible systemic issues or multiple complaints, the Employer and the Union may agree to seek the assistance of an independent investigator agreeable to the parties. The investigator will examine any underlying issues that may contribute to harassment in the workplace and recommend preventative and corrective measures to the parties. This provision does not preclude an employer from seeking an independent investigator if the Union does not agree to an appointment and/or the Employer deems one necessary on the merits of the situation.~~

Comment: **(This language is to be implemented on the date of Ratification. The key parts to the changes in the harassment language relate to complaints filed against an Executive Director, but the procedural change also applies to systemic issues at work. This language was developed through experiences gained by the respective legal departments of the CSSBA and CSSEA).*

Article 32 - Term of Agreement

Five years: April 1, 2014 to March 31, 2019. The effective date will be April 1, 2014. However the changes as per AS Article *1.5 (No Discrimination), and AS/CLS/GS *Article 24.3 (Appointment Policy) and *Article 29 (Harassment) are effective the day after both parties ratify this memorandum.

Comment: (As noted in the preamble)

Appendix A - Wages

Wage increases will be as follows:

- 1) **General wage increases of 1.0% in April 2015; 1.0% in February 2017; 1.0% in February 2018; and 1.0% in February 2019.**

Comment: (This is a general wage increase {GWI} for all members within the CLS, GS and AS sub-sectors)

- 2) **Comparability increases of 2.5%, for defined classifications only, in April 2016, April 2017 and April 2018.**

Comment: (These increases are for all the members who fall into one of the classifications identified in Appendix D – Comparable Community Health Jobs – approximately 77% of the total membership. The money allocated to these classifications is to be as noted above.)

- 3) **Increases equal to a general wage increase of 0.5% – allocated according to the results of the joint committee to address anomalies in the job classification system – in April 2016, April 2017 and April 2018.**

Comment: (This group of members amounts to approximately 20% of the total membership. CSSEA and the CSSBA have agreed to full review of the Joint Job Evaluation Plan {JJEP} to identify those positions that are unique, an anomaly or should be categorized within an "in-common" classification. The parties may also make a determination that adjustments to grid steps are also necessary to address issues around recruitment and retention. We anticipate that because the amount of money, 1.5% of total payroll over three years, when allocated to only about 20% of the membership, will amount to wage increases that could possibly go as high as the increases within the comparability classifications).

- 4) **Possible other increases depending on the outcome of the Economic Stability Dividend in Appendix B.**

Comment: (The Economic Stability Dividend (ESD) is found within Appendix B – Letter of Agreement – Re: Economic Stability Dividend. The definitions and calculations used for the amount and disbursements are within Appendix B. Any funds allocated to the ESD will be added to every member's GWI).

- 5) Despite the foregoing, wage rates for employees in Delegated Programs (AS Collective Agreement Appendix A1) will increase according to the timing and level of increases in the agreement between the BCGEU and the Government.

Comment: *(Employees in the Aboriginal Services sub-sector that work in positions that are in MCFD Delegated Programs will receive wage increases as per the Master agreement between the BCGEU and the Government).*

Details of timing and application of increases can be found in Appendix A.

(An easier to read format is found in the Overview document within this package of documents)

Appendix A

Comment: *(The numbers in the scale below reflect the overall increases to total payroll. The application of the wages for the membership is noted in the 5 points above in Appendix A – Wages.)*

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

- April 1, 2015 1.0% across the board
- April 1, 2016 2.5% average increase (2.0% plus 0.5%)*
- February 1, 2017 1.0% across the board
- April 1, 2017 2.5% average increase (2.0% plus 0.5%)*
- February 1, 2018 1.0% across the board
- April 1, 2018 2.5% average increase (2.0% plus 0.5%)*
- February 1, 2019 1.0% across the board

Despite the foregoing, wage rates for employees in Delegated Programs (AS Collective Agreement Appendix A1) will increase according to the timing and level of increases in the agreement between the BCGEU and the Government.

The above percentages may increase, depending on the effect of the Economic Stability Dividend (see below).

Compensation Comparability Adjustment

The increases with asterisks above* include comparability adjustment for classifications that meet defined criteria. Each of these adjustments will increase those classifications by an average of 2.5%, and the total of each such increase will have a cost impact over the entire unit equivalent to 2.0%.

The remaining 0.5% in each case will be allocated according to the results of a joint classification review, for the purpose of addressing anomalies in the classification system. However, no adjustment will be made if it would create additional demands in other sectors.

The criteria for the average 2.5% comparability adjustment are as follows:

- The classification must have a comparator classification in the Community Health Collective Agreement and be on the attached list (see Appendix D);
- The difference in the wage rates is adversely affecting the provision of service to clients;
- There is a reasonable expectation that a wage adjustment will reduce this adverse impact; and
- The adjustment will not create additional demands in other sectors.

The joint committee will determine if a classification meets the above criteria. The committee's determination is subject to confirmation by the PSEC Secretariat.

Economic Stability Dividend

In addition to the above increases, wages will be increased, if the conditions set out in Appendix B are met, for each of the following collective agreement years: 2014/15, 2015/16, 2016/17 and 2017/18. The appropriate percentage increases, if any, will be calculated according to Appendix B.

(As mentioned an easier format on how wages are to be paid is attached).

Appendix B

Letter of Agreement

Re: Economic Stability Dividend

Definitions

1. In this Letter of Agreement:

"Collective agreement year" means each 12 month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement;

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar year" is a 12 month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar;

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the 11th month in a collective agreement year;

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.

3. Employees will receive a GWI equal to one-half of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were 1% above forecast real GDP then employees would be entitled to a GWI of 0.5%.

Annual Calculation and Publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year from 2015/16 to 2018/19 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) **February Budget – Forecast GDP for the upcoming calendar year;**
- (ii) **November of the following calendar year – Real GDP published for the previous calendar year;**
- (iii) **November - Calculation by the Minister of Finance of 50% of the difference between the Forecast GDP and the Real GDP for the previous calendar year;**
- (iv) **Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.**

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) **February 2015 – Forecast GDP for calendar 2015;**
- (ii) **November 2016 – Real GDP published for calendar 2015;**
- (iii) **November 2016 - Calculation of the 50% of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;**
- (iv) **Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend;**
- (v) **Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.**

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements' wage rates and for no other purpose or form.

Comments: *(The Economic Stability Dividend {ESD}: If actual real GDP exceeds the forecasted real GDP, a conditional percentage wage increase, amounting to 50% of the difference would be applied to the hourly wage rate at the first pay period after February 1 of 2016, 2017, 2018, and 2019. See number 8 above).*

Appendix D

COMPARABLE COMMUNITY HEALTH JOBS

Front Line Workers	FTE	% of Total FTE	HEABC CBA Jobs	% Start	Diff Max
Residence, Awake Residential Night & Community Support Worker	5,196.1	61.78	Support Worker I, Resident Care Aide & CHWII	18.9	11.7
Adult, Youth and/or Child Worker	253.4	3.01	Family Resource Worker	21.7	13.4
Transition House Worker	180.3	2.14	Shelter Support Worker	18.9	11.7
Employment & Vocational Counsellor	113.7	1.35	Supported Employment Worker	30.0	21.3
Vocational Worker	101.7	1.21	Supported Employment Worker	30.0	21.3
Activity Worker	53.9	0.6	Activity Worker	24.1	29.4
Group Facilitator	9.8	0.12	Group Facilitator	32.7	23.7
Crisis Line Coordinator	2.5	0.03	Program Coordinator I	4.2	-2.5
Scheduler	2.2	0.03	Scheduler	21.7	13.4
Supervisor and Coordinator					
Program Coordinator 2	306.3	3.64	Program Coordinator 2	18.8	9.4
Residence Coordinator	114.8	1.36	Residence Coordinator	18.8	9.4
Program Coordinator 1	165.9	1.97	Program Coordinator 1	9.9	2.8
	6500.50	77.29			

(Comments: Appendix D identifies the classifications that are deemed to be Comparable to the Community Health Agreement. Members in each identified classification shall receive up to a 2.5% wage increase in each of the last three years.)

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.**

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

APPENDIX B
List of Arbitrators

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

Emily Burke
Elaine Doyle
Brian Foley
Rod Germaine

Joan Gordon
John Hall
Ron Keras
Judi Korbin

Wayne Moore
Bob Pেকেles
Vince Ready
Chris Sullivan

Comment: *(We added Arbitrator Keras to the list for diversity reasons.)*

Letter from CSSBA to CSSEA dated November 25, 2013

Re Local Issue Negotiations

This letter will confirm an agreement between the Community Social Services Bargaining Association and the Community Social Services Employers' Association to proceed and conclude local issue negotiations pursuant to the collective agreements set to expire on March 31, 2014.

Notwithstanding Memorandum of Agreement #1 – Re: Local Issues; paragraph 3, the parties agree to continue the negotiation of local issues for the Collective Agreements through to March 31, 2014. Local issues agreements that are not agreed upon by March 31, 2014, will be referred to Interest Arbitration before Brian Foley.

Comment: *(Because we negotiated this tentative agreement prior to the expiration date of March 31, 2014, it was necessary to make an administrative adjustment to the timelines for bargaining local issues as well as the dispute resolution process.)*

Classification and Job Evaluation Committee

Within 90 days of ratification, the parties will create a joint committee to review Memorandum of Agreement # 9 with a view to determining the application of wage increases set aside for resolving anomalies and comparability adjustments, subject to criteria in those provisions.

Comment: *(This is the committee that will have oversight and be the administrator of the wage increases for the last three years of the Agreement)*

**MEMORANDUM OF AGREEMENT #10
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 ~~March 2, 2013~~ **December 1, 2013** and expires on October 31, 2014 **2019**.

(This is the Agreement between CSSEA and the CSSBA that they will abide by the provisions of the Continuity of Service Agreement)

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

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

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, Aboriginal 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.

Comment: (The Sector Committee is the three sub-sector wide Labour Management Committee. 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. We added the Long Term Disability Plan to its mandate in this round of negotiations)

MEMORANDUM OF AGREEMENT XX

RE: Precarious Work, Part-Time And Casual Employment

between

Community Social Services Employers' Association (CSSEA)

and

Community Social Services Bargaining Association of Unions (CSSBA)

The Community Social Services Employers' Association (CSSEA) and the Community Social Services Bargaining Association of Unions (CSSBA) agree to establish a Precarious Work, Part-Time and Casual Employment Committee.

The purpose of the Committee will be to examine the effects of precarious work, part-time and casual employment on employees and the continuity of care.

The mandate of the Committee includes discussions on:

- precarious work;**
- part-time and casual employees;**
- related recruitment and retention issues;**
- wages and benefits;**
- hours of work and scheduling;**
- work/life balance and family care issues;**
- unsociable hours;**
- administration of small contracts; and**
- availability of work of less than four hours;**
- isolation allowance.**

Makeup and Administration of the Committee

The Committee will:

- (a) be made up 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 one year of ratification and annually thereafter. The parties may mutually agree to meet frequently, as needed.

(d) make recommendations to be distributed to the Sector Committee on an annual basis.

Comment: *(The Precarious Work, Part-Time And Casual Employment committee actually began working on the items listed within the Memorandum while we were at the bargaining table. The committee will continue the assigned work and make recommendations to the Sector Committee on an annual basis)*

Appendix C

MOA #XX

**Re: Health and Welfare Benefits
between
Community Social Services Employers' Association ("CSSEA")
and
Community Social Services Bargaining Association ("CSSBA")**

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

11. "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.

12. The wage figure to which the fixed percentage applies includes the end rates of the 2017/18 agreement year.

Mitigation

13. 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.

***Comment:** (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 the three sub-sectors. There is no risk to the cost of benefits for the members themselves over the life of the Agreement. In fact we were able to secure modest improvements to your benefits plan)*

LETTER OF UNDERSTANDING #3

Re: Joint Training

between

Community Social Services Employers' Association (CSSEA)

and

Community Social Services Bargaining Association (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 **and make recommendations within six months** from the date of ratification of the Collective Agreement.

(We placed a timeline in this Letter of Understanding to encourage the committee to ensure recommendations were made in a timely fashion)

INFORMATION APPENDIX A

The Following Has Been Appended to the Collective Agreement for Information Purposes Only

Group Benefits Plan Equivalency Provisions

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 her former job, an employee who was on claim for more than 12 months will return to an equivalent position exercising her seniority rights if necessary, pursuant to Article 13.4 (Bumping) of the Collective Agreement.
- ~~pensions~~—Employees on Long-Term Disability will be considered employees for the purpose of ~~pensions in accordance with the *Public Sector Pension Plans Act*~~ **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 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
 - 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
- Participation in the early intervention program is mandatory**

Maintain current language of the remainder of the Information Appendix.

Comment: (Of most importance to the membership, participation is mandatory in the Early Intervention Program)

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 ~~March 2, 2013~~ **December 1, 2013** and it expires for all purposes on October 31, ~~2014~~ **2019**.

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 ~~March 2, 2013~~ **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 ~~March 2, 2013~~ **December 1, 2013**.*

Comment: *(The Continuity of Service Agreement is an employment security provision and is signed by CSSEA, the CSSBA and the Government)*

Social Services Sector Sustainability

The parties agree to continue working together and with Government for the term of this agreement to address sustainability issues as outlined in the CSSBA letter of May 28, 2013.

Comment: *(Earlier this year, the CSSBA wrote a letter to CSSEA and copied Government proposing we form a sustainability committee. The reason for the letter is that the CSSBA feels that in order to insure the Community Social Services Sector is able to sustain itself into the future, all three parties should review present practices to develop efficiencies in the entire sector while maintaining employment for the membership. This simply acknowledges the parties commitment to that purpose)*

For CLS/GS

Memoranda, Letters, Appendices and Information Appendices		
Number/Letter	Title	Proposal
MOA #1	Re: Local Issues	Renew
MOA #2	RE: Superior Benefits and Provisions	Renew
MOA #3	Re: New Certifications and Variances	Renew
MOA #4	Re: Professional Responsibility, Job Sharing and Work Location	Renew
MOA #5	Re: Long Term Disability Plan	Renew
MOA #6	Re: Health and Welfare Benefits Entitlement Threshold	Renew
MOA #7	Re: Advance Payment of Group Life Benefits	Renew

MOA #8	Re: Bargaining Unit Work	Renew
MOA #9	Re: Joint Job Evaluation Plan	
MOA #10	Re: Continuity of Service and Employment	Consequential changes and updates
MOA #11	Re: Health and Welfare Benefits for Status Indians	Renew
MOA #13	Re: Sick Leave, Illness and Injury Plans and Benefits Improvement Costs	Renew
MOA #14	Re: Benefits While on Certain Leaves of Absence	Renew
LOU #1	Re: Impacts of Changes in Service Delivery	Renew
LOU #2	Re: Labour Adjustment, Education and Training Fund Memorandum	Renew
LOU #3	Re: Joint Training	Renew with updates
LOU #4	Re: Standard Language	Renew
Info Appendix A	Group Benefits Plan Equivalency Provisions	Renew with updates
Info Appendix B	Unsafe Work	Renew
Info Appendix D	Continuity of Service and Employment Memorandum	Consequential changes and updates
Info Appendix E	List of Certifications in Each Bargaining Unit	Renew with updates
Info Appendix F	Contact Information for Unions and CSSEA	Renew with updates
Info Appendix G	Shared Fact Sheet	Renew
Info Appendix H	Information Required for Article 13.4 - Bumping	Renew
Info Appendix H	Flowcharts Illustrating Article 13.4 Layoff and Recall	Renew

For AS

Memoranda, Letters, Appendices and Information Appendices		
Number/Letter	Title	Proposal
MOA #1	Re: Local Issues	Renew
MOA #2	Re: Superior Benefits and Provisions	Renew
MOA #3	Re: New Certifications and Variances	Renew
MOA #4	Re: Professional Responsibility, Job Sharing and Work Location	Renew
MOA #5	Re: Long Term Disability Plan	Renew
MOA #6	Re: Health and Welfare Benefits Entitlement Threshold	Renew
MOA #7	Re: Advance Payment of Group Life Benefits	Renew
MOA #8	Re: Bargaining Unit Work	Renew
MOA #9	Re: Joint Job Evaluation Plan	Renew
MOA #10	Re: Continuity of Service and Employment	Consequential changes and updates

MOA #11	Re: Health and Welfare Benefits for Status Indians	Renew
MOA #13	Re: Sick Leave, Illness and Injury Plans and Benefits Improvement Costs	Renew
MOA #14	Re: Benefits While on Certain Leaves of Absence	Renew
LOU #1	Re: Impacts of Changes in Service Delivery	Renew
LOU #2	Re: Labour Adjustment, Education and Training Fund Memorandum	Renew
LOU #3	Re: Joint Training	Renew with updates
LOU #4	Re: Standard Language	Renew
Info Appendix A	Re: Group Benefits Plan Equivalency Provisions	Renew with updates
Info Appendix B	Unsafe Work	Renew
Info Appendix D	Continuity of Service and Employment Memorandum	Consequential changes and updates
Info Appendix E	List of Certifications in Each Bargaining Unit	Renew with updates
Info Appendix F	Contact Information for Unions and CSSEA	Renew with updates
Info Appendix G	Aboriginal Alternate Dispute Resolution Process Guidelines	Renew
Info Appendix H	Shared Fact Sheet	Renew
Info Appendix I	Information Required for Article 13.4 - Bumping	Renew
Info Appendix I	Flowcharts Illustrating Article 13.4 Layoff and Recall	Renew

Comment: (Memorandums need to be reviewed at each round of negotiations in order for them to remain part of the Agreement. Above you will see those that are renewed, renewed with updates or where consequential changes were made because of an adjustment within language that was negotiated in the tentative agreement)

VACFSS Letter of Agreement as attached.

Letter of Agreement

The Labour Management Committee at VACFSS will be expanded for purposes of constituting a workload review committee. The expansion will consist of one person appointed by the BCGEU and one person appointed by CSSEA.

The purpose of the review is to assess workload levels, determine contributors to workload increases identify tools and ideas to address workload. ~~and make recommendations no later than November 1, 2013.~~

The committee will consider the responsibility of supervisors and managers to ensure that employees perform their duties in accordance with Legislative requirements; Child, Family and Community Services Act (CFCSA), Aboriginal Operational Practice Standards and Indicators (AOPSI), Employer Policies and Procedures and to ensure that procedures are in place to address statutory service demands.

The Committee will make recommendations no later than November 1, 2015.

***Comment:** (This change in the Vancouver Aboriginal Children and Family Services Society is to bring the provision more in line with the legal obligations of the service providers. It also relates more closely with a similar provision found in the Master Agreement with Government social workers)*

Information Appendix C – Maintenance Agreement and Classification Manual.

The Parties agree to add additional arbitrators: Rick Coleman and Julie Nichols.

***Comment:** (We lost one of the two previous arbitrators listed. We added two more for a total of three)*