



**SUMMARY OF CHANGES  
2012-2014 COMMUNITY LIVING SERVICES AND  
GENERALS SERVICES TENTATIVE COLLECTIVE  
AGREEMENTS**

**MARCH 2013**



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## ARTICLE 3.6 - RECOGNITION AND RIGHTS OF 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 will include:
- (1) investigation of complaints of an urgent nature;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during ratification votes;
  - (4) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention; and
  - (5) attending meetings called by the Employer.

### Interpretation/Comments

Section (b) is new language that addresses union representation. The union can designate a representative when an appropriate steward is not available or there is no steward at a worksite. The representative does not need to be an employee of the agency. The representative can be a "union staff person" or "local union officer."

Section (c) addresses the concerns of employers about the amount of time a steward is away on union business. Section (c) ensures employees are not away longer than necessary.

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### ARTICLE 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.

#### Interpretation/Comments

Section (b) is new language taken from the Community Health collective agreement and recognizes that other methods are available and currently being utilized to communicate with staff; for example, intranets.

Section (c) is also new language that allows employees who use a computer at work the right to access union websites during breaks. If an employer does not have a computer for employees to use then (c) does not apply. This section does not obligate employers to purchase computers for employees to use.

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### ARTICLE 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.

**Interpretation/Comments**

This article reduces the number of days that CSSEA is required to pay for the UBA's bargaining from 250 to 127 days. This is a concession by the union and brings this practice into line with other employers associations.

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### ARTICLE 8.3 - LABOUR MANAGEMENT COMMITTEE

- (b) The Committee will meet at least once every 60 days or at the call of either party at a mutually agreeable time and place. ~~Employees 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.**

#### Interpretation/Comments

New language in Section (b) gives union members straight-time pay for attendance at Labour Management Committee meetings outside of regular working hours to a combined maximum of 24 hours per year.

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## ARTICLE 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.**

### Interpretation/Comments

Section (b) is new language that tries to resolve grievances prior to a hearing by instructing the union and employer to exchange documents and information when a matter is referred to arbitration.



## ARTICLE 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.

### Interpretation/Comments

The new language in Section (c) is related to the change in Article 3.6 – Recognition and Rights of Stewards and gives the right to an employee to select the steward she wishes provided there is no undue delay.



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## ARTICLE 12.2 - SENIORITY LIST

The Employer will prepare and provide to the Union once every six ~~(6)~~ months, **as of January 1 and July 1**, 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.

### Interpretation/Comments

The parties agreed to set dates of January 1 and July 1, when the employer will provide the union with a seniority list and added two items to the list: the employee's status (regular or casual) and their continuous service date (used for determining a regular employee's vacation entitlement in Article 18.1).

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**TRANSITIONAL: LETTER OF AGREEMENT (RE: ARTICLE 12.2 - SENIORITY LIST)**

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.*

**Interpretation/Comments**

The union will explain to its members that the continuous service date may not be the same as employee's start date. The union acknowledges that the first date provided will be the date used going forward unless an employee has evidence to show otherwise. Employers are only responsible for going through the records they have on file to calculate the date.

## ARTICLE 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.**

### Interpretation/Comments

Unions are typically advised of a potential layoff situation so informing them when a selection is made is good employer union relations.

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## ARTICLE 13.4 - BUMPING

- (d) ~~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.

### Interpretation/Comments

The parties agreed to reduce the time an employee has to make their bump decision from seven to five calendar days.

## ARTICLE 14.2 - HOURS OF WORK

*(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.

**Interpretation/Comments**

This was a housekeeping issue to clarify when any employee works an extended hours shift that overtime will begin after the completion of the extended shift.

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## ARTICLE 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.

### Interpretation/Comments

This was a housekeeping issue to add Family Day as a paid holiday. Note: The percentage in lieu for part-time employees remains the same at 4.2% (see Article 17.11 – Paid Holidays for Part-time Employees).

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## **ARTICLE 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.**

### **Interpretation/Comments**

This is a new article placing employees on an unpaid leave of absence when approved for Compassionate Care Benefits, but gives the employer discretion to approve a leave of absence when an employee is waiting for approval.



## ARTICLE 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.**

### Interpretation/Comments

The new language in Section (e) requires employers to find appropriate alternative duties, where practical, when an employee can no longer do their job due to pregnancy before requiring the employee to take a leave of absence.

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**ARTICLE 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.**

**Interpretation/Comments**

Employees returning from maternity and/or parental leave should advise an employer one month prior to her leave expiring whether she will be returning. If they do not provide notice or return to work, they will be deemed to have resigned.

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### ARTICLE 24.3 - APPOINTMENT POLICY

- (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.**

#### Interpretation/Comments

The new language means seniority plays a lesser role in the case of promotion to a supervisory position. Examples of supervisory positions are Residence Coordinator (GL 14) and Program Coordinator 2 (GL 14). These positions oversee the day-to-day operation of a residence, schedule, supervise and evaluate staff.

When the employer bargaining team presented the language to the union, our chief spokesperson said the intent of the language is that the first 3 factors (ability, performance, and qualifications) would be considered first and seniority would be the tie breaker.

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**ARTICLE 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.**

**Interpretation/Comments**

The new language recognizes that employers cannot make an informed decision about an employee, if they have been absent for a substantial time during the trial period.

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## ARTICLE 24.11 - TEMPORARY VACANCIES

- (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.**

### Interpretation/Comments

For temporary vacancies resulting from a LTD leave, the vacancy is posted as a regular position after 18 months. All other temporary vacancies can be posted for greater than 12 months without the agreement of the union.



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## ARTICLE 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 kilometre.

### Interpretation/Comments

The transportation allowance was increased by \$0.04 per kilometre.

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## ARTICLE 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	<del>\$8.50</del> <b><u>\$10.00</u></b>
Lunch	<del>\$10.50</del> <b><u>\$12.25</u></b>
Dinner	<del>\$19.25</del> <b><u>\$21.25</u></b>

### Interpretation/Comments

The meal allowances were increased by these amounts: Breakfast: \$1.50, Lunch: \$1.75, and Dinner: \$2.00.



**ARTICLE 26.13 - CRIMINAL RECORD CHECK**

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

**Interpretation/Comments**

The employer will pay the cost of any criminal record check for existing employees. The employer is not required to pay the cost of any criminal record check for new employees.



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## ARTICLE 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 attains 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.

Interpretation/Comments
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This was a housekeeping change to be more respectful of those who were covered.
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## ARTICLE 27.6 - EXTENDED HEALTH PLAN & INFORMATION APPENDIX A – HEALTH AND WELFARE BENEFITS

### Group Benefits Plan Equivalency Provisions

**Effective April 1, 2013**

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

#### **Interpretation/Comments**

The coverage for hearing aids was increased by \$400. Benefit providers have determined the increase to premiums will be small.

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## ARTICLE 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**.

### Interpretation/Comments

The maximum the employer will pay for the repair or replacement of eyewear, hearing aids and other prescribed accessibility aids was increased to \$400 and the provisions limiting claims to once every two years was eliminated. Also the maximum insurance deductible for repairing damage to employee's vehicles was increased to \$500.

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## ARTICLE 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.

### Interpretation/Comments

If the respondent is an Executive Director (or equivalent), the Union will notify the Chair (or equivalent) of the Board of Directors, the Respondent, and CSSEA. Previously the respondent and CSSEA were not notified, which was problematic because Boards were incurring expensive investigation costs.

Note: CSSEA and the UBA have agreed to participate in a pilot project that will ensure complaints are dealt with expeditiously and cost effectively. Highlights include an agreed list of investigators and 50/50 cost-sharing.



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## ARTICLE 30.5 - PAID HOLIDAYS AND VACATION FOR CASUAL EMPLOYEES

Casual employees will receive ~~10.2%~~ 9.8% of their straight-time pay in lieu of scheduled vacations and paid holidays.

<p><b>Interpretation/Comments</b></p>
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<p>The union originally wanted this increased to 10.6% due to the new statutory holiday Family Day.</p>
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## ARTICLE 30.6 - APPLICATION OF AGREEMENT TO CASUAL EMPLOYEES

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

### Interpretation/Comments

This is a housekeeping change. The removal of the reference to Article 16.10 – Overtime for Part-time Employees means daily and weekly overtime apply to casual employees.

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## ARTICLE 32.1 - DURATION

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

## ARTICLE 32.2 - NOTICE TO BARGAIN

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after December 1, ~~2011~~ 2013, ~~but in any event not later than midnight, December 31, 2011.~~
- (b) 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.
- (c) 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.

<p><b>Interpretation/Comments</b></p>
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<p>These are housekeeping changes.</p>
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## APPENDIX A - WAGE INCREASE

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

### Interpretation/Comments

The increases start to close the gap with Community Health which will help address retention and recruitment issues.



## APPENDIX A - SECTION 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~~ an employees will lose ~~their~~ her wage protection (status) rates when:

- ~~they post to a different classification;~~
- ~~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.

### Interpretation/Comments

Employees hired prior to April 1, 2004 whose rates are greater than the Step 4 rate will receive 50% of all general wage increases.

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## 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
<del>Mervin Chertkow</del>	John Hall	Vince Ready
Brian Foley	Judi Korbin	Chris Sullivan
Rod Germaine	Wayne Moore	<b><u>Elaine Doyle</u></b>

### ***Expedited Arbitrators***

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

<del>Robert Blasina</del>	Judi Korbin
Paula Butler	Wayne Moore
Robert Diebolt	<b><u>Corinn Bell</u></b>
Brian Foley	

### **Interpretation/Comments**

The list of arbitrators has been updated. Elaine Doyle is added as an arbitrator. Corinn Bell is added as an expedited arbitrator.

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## 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 30<sup>th</sup> 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.

### Interpretation/Comments

Notice to negotiate local issues for the next round of bargaining (2014) must be sent by September 30, 2013 and the negotiation will occur between October 1, 2013 and March 31, 2014.

For this round of bargaining (2012), notices to negotiate local issues were sent by December 31, 2011. Negotiations are to be conducted 90 days immediately after ratification (April xx, 2013) which would be July xx, 2013.

Note: The BCGEU only and CSSEA agreed to negotiate standardized language for school-based or seasonal employees and special project employees by July xx, 2013 (90 days from ratification). See **LETTER OF UNDERSTANDING Re: MOA #1 – Local Issues.**



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**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 parties further agree that the following existing superior provisions will be maintained as outlined in previous Collective Agreements that contain such a provision:

1. Long Service Retirement Allowance
2. Article 23 – Special Days from Southern Okanagan Association for Integrated Community Living
3. Cell Phone and Pager Reimbursement
4. Seasonal Closure
5. Qualification Differential

The existing superior provisions listed above will apply to those employees who are on record as of April 1, 2004.

Article 27 (Health and Welfare Benefits) and Article 20.2 (Special Leave) will be standardized and the following will apply for transitional purposes:

- (a) Eligible costs related to superior health and welfare benefits provided in Article 27 (Health and Welfare Benefits) incurred prior to April 1, 2004 will be reimbursed in accordance with the provisions of the health and welfare benefits plans in the previous Collective Agreement.

(b) For those employers that had a weekly indemnity/short-term disability plan, all eligible claims incurred prior to April 1, 2004 will be honoured in accordance with the terms and conditions of the weekly indemnity/short-term disability plan in the previous Collective Agreement.

(c) All eligible illness/disability leaves approved prior to April 1, 2004 and that result in an eligible long-term disability claim will be honoured in accordance with the terms and conditions of the previous long-term disability plan.

(d) All special leave requests approved prior to April 1, 2004 will be honoured in accordance with terms and conditions in the previous Collective Agreement.

**Interpretation/Comments**

Effective April 1, 2013, Article 17- Statutory Holidays are not a superior provision.



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## 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 JJEK 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.

### Interpretation/Comments

A minimum 2/3 of the \$400,000 will be allocated to the JJEK wage grid (as opposed to the paraprofessional wage grid). Employers on bargaining team identified the following classifications on the JJEK wage grid with the most significant labour market pressures:

- Vocational Counsellor (GL 11),
- Awake Residential Night Worker (GL 6), and
- Asleep Residential Night Worker (GL 5).

Recommendations about how funds should be applied are due within 90 days of ratification. Payments will be retroactive.

**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.**

**Interpretation/Comments**

This MOA creates a Joint Disability and Drug Management Committee comprised of representatives from CSSEA, CSSBA, benefit providers, and WorkSafeBC. This committee replaces the current CSSEIP Steering Committee and Working Group. The purpose of the committee is to:

- Evaluate sick leave provisions, illness and injury plans, cost of sustaining and improving benefits;
- Make recommendations to reduce illness and injury, improve employee recovery, and reduce cost of benefits; and
- Support employers and employees to reduce claim duration.

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**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.**

**Interpretation/Comments**

A joint committee (CSSEA and CSSBA) will determine the feasibility and cost of amortizing payment of benefit premiums across the sector.





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**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**.

**Interpretation/Comments**

The Continuity of Service and Employment Agreement is extended to October 31, 2014.

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**LETTER OF UNDERSTANDING #1 - RE: IMPACTS OF CHANGES IN SERVICE  
DELIVERY**

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

*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.**

**Interpretation/Comments**

The Community Social Services Sector Committee will look at the increased need for orientation and training. The committee will review consequences without committing to any consequences with financial implications.

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**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.**

**Interpretation/Comments**

The money remaining in the L.A.E.F (\$540,000) will be held in trust by the CSSBA and continue to be jointly administered with CSSEA. The purpose of the fund is to encourage professional development and retention of employment within the sector. Who's eligible? Non-probationary bargaining unit employees in the sector who were laid off (or had their hours significantly reduced) on or after April 1, 2011. Where to go for more information? Employees should go to the BCGEU's website which has detailed information about L.A.E.F. including FAQ's and an application form.)

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**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.

**Interpretation/Comments**

CSSEA and CSSBA agree to develop a joint education program for stewards and supervisors/managers. The goal is to keep costs low by developing the program internally.

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**LETTER OF UNDERSTANDING RE: MOA #1 - LOCAL ISSUES**

*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.**

**Interpretation/Comments**

This LOU only applies to the BCGEU.

The BCGEU and CSSEA will negotiate standard language for school-based or seasonal programme employees and special project employees (including student summer work experience). If agreement cannot be reached on standardized language, the matter will be referred to Brian Foley for binding arbitration.

Note: The union and/or employer may opt to maintain or negotiate a separate local agreement for school-based or seasonal programme employees and special project employees (including student summer work experience).

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## COST SAVINGS

Incorporate the following cost saving measures:

- Effective April 1, 2013 reducing casual employee “pay-in-lieu” of vacation and holidays 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.

### **Interpretation/Comments**

The Mandatory Early Intervention Program is expected to generate large savings for agencies with HBT and limited savings for those with CSBT.

The central dispensary for maintenance drugs will apply to medication for chronic illnesses such as high blood pressure and diabetes. This will only apply to CSBT agencies.

**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**.*

**INFORMATION APPENDIX H**  
**INFORMATION REQUIRED FOR ARTICLE 13.4 - BUMPING**

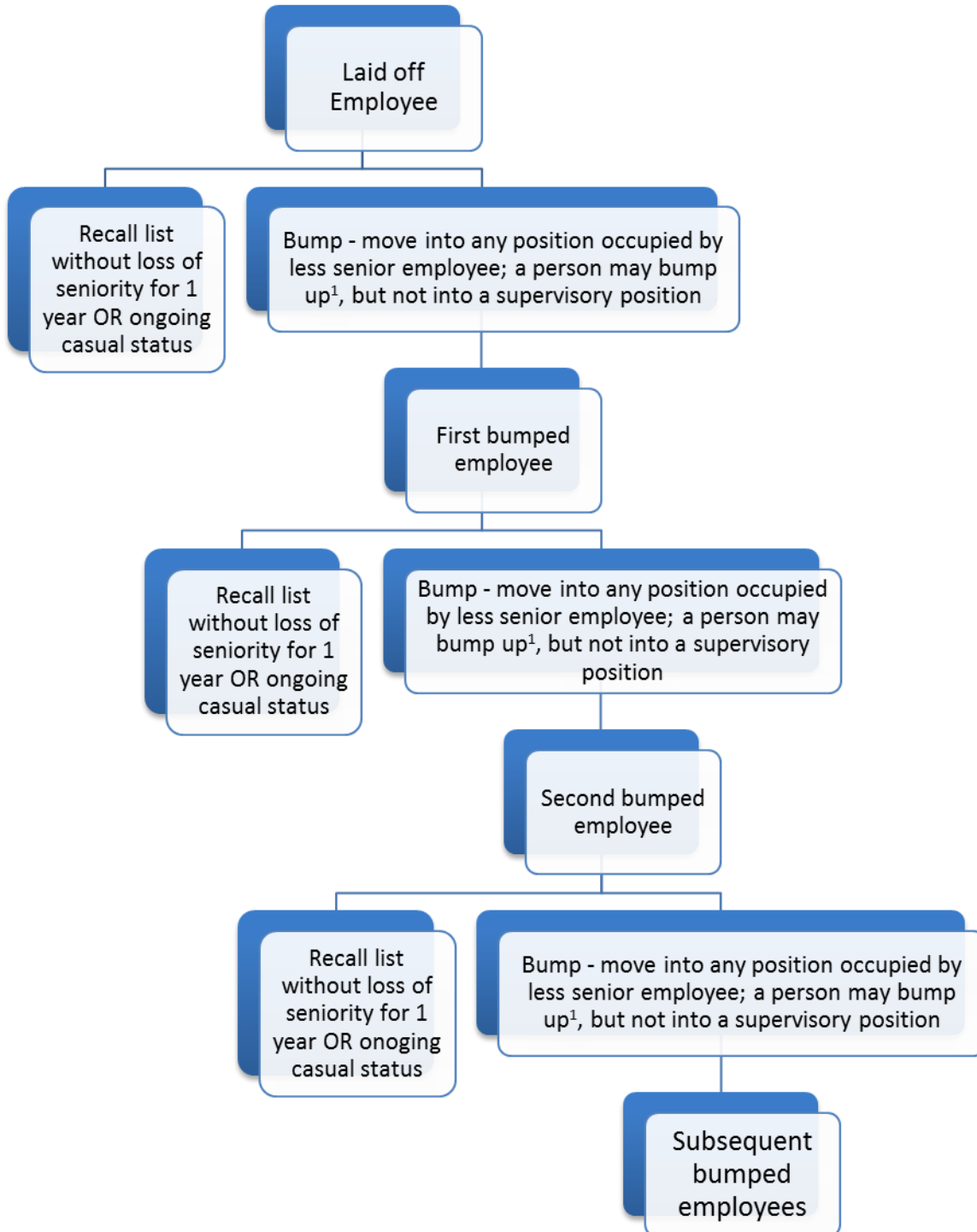
**The Employer will provide to the affected employee the following information:**

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.**

**Memoranda, Letters and Appendices and Information Appendices**

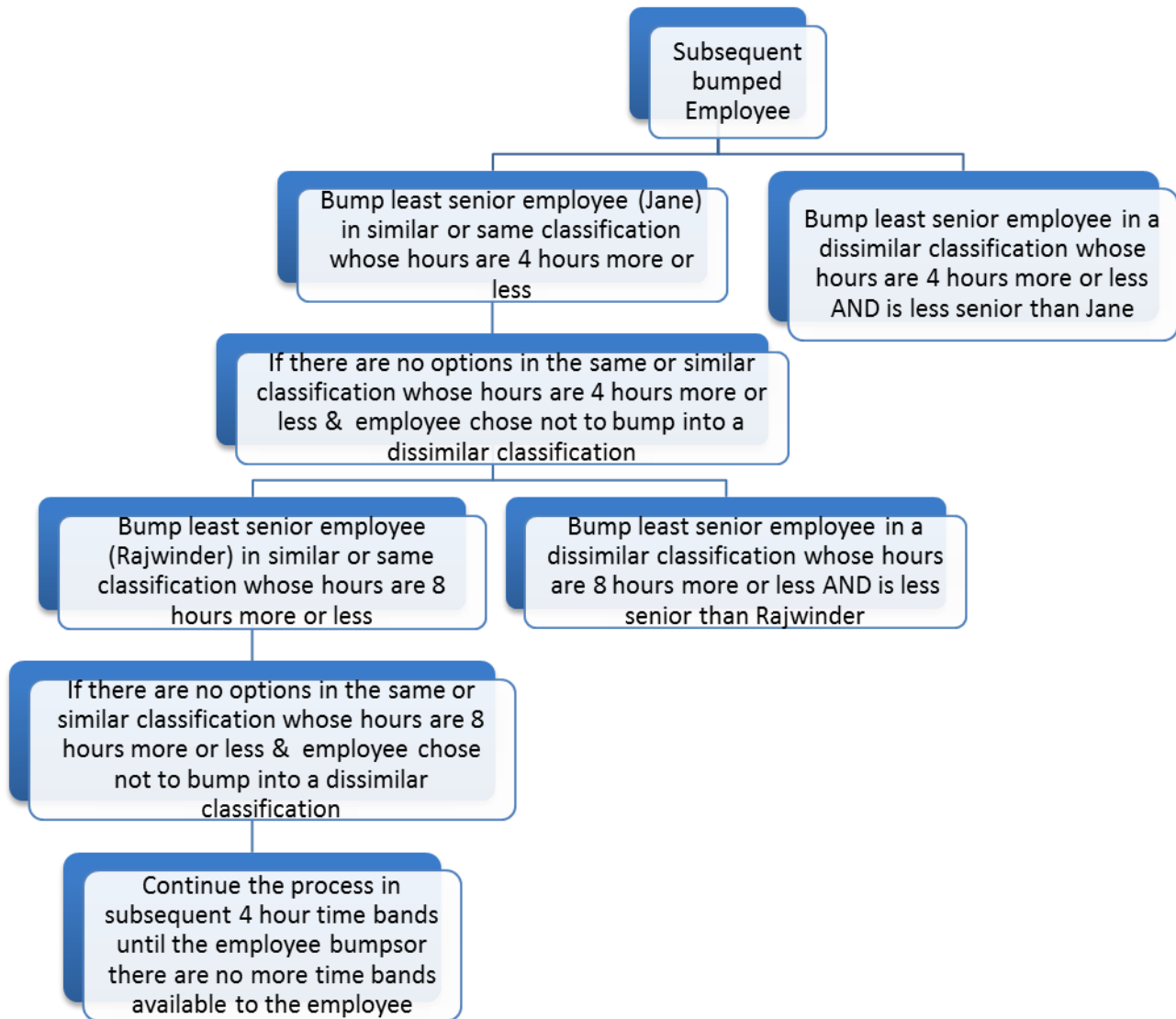
<b>Number/Letter</b>	<b>Title</b>	<b>Proposal</b>
MOA #3	New Certifications and Variances	Renew
MOA #5	Re: Professional Responsibility, Job Sharing and Work Location	Renew
MOA #6	Health and Welfare Benefits Entitlement Threshold	Renew
MOA #9	JJEP	Renew
MOA #10	Re: Advance Payment of Group Life Benefits	Renew
MOA #10 & Info Appendix D	Continuity of Service and Employment	Consequential changes and update
MOA #11	Bargaining Unit Work	Renew
MOA #15	Re: Health and Welfare Benefits for Status Indians	Renew
MOA #16	Re: Community Social Services Sector Committee	Renew
Info Appendix A	Group Benefits Plan Equivalency Provisions	Consequential changes update
Info Appendix B	Unsafe Work	Renew
Info Appendix C	Maintenance Agreement	Renew
Info Appendix E	List of Certifications	Renew with updates
Info Appendix F	Contact Information	Renew with updates
Info Appendix G	Grievance Shared Fact Sheet	Renew
Keyword Index		Renew with updates

Flowcharts to Illustrate Article 13 - Layoff and Recall



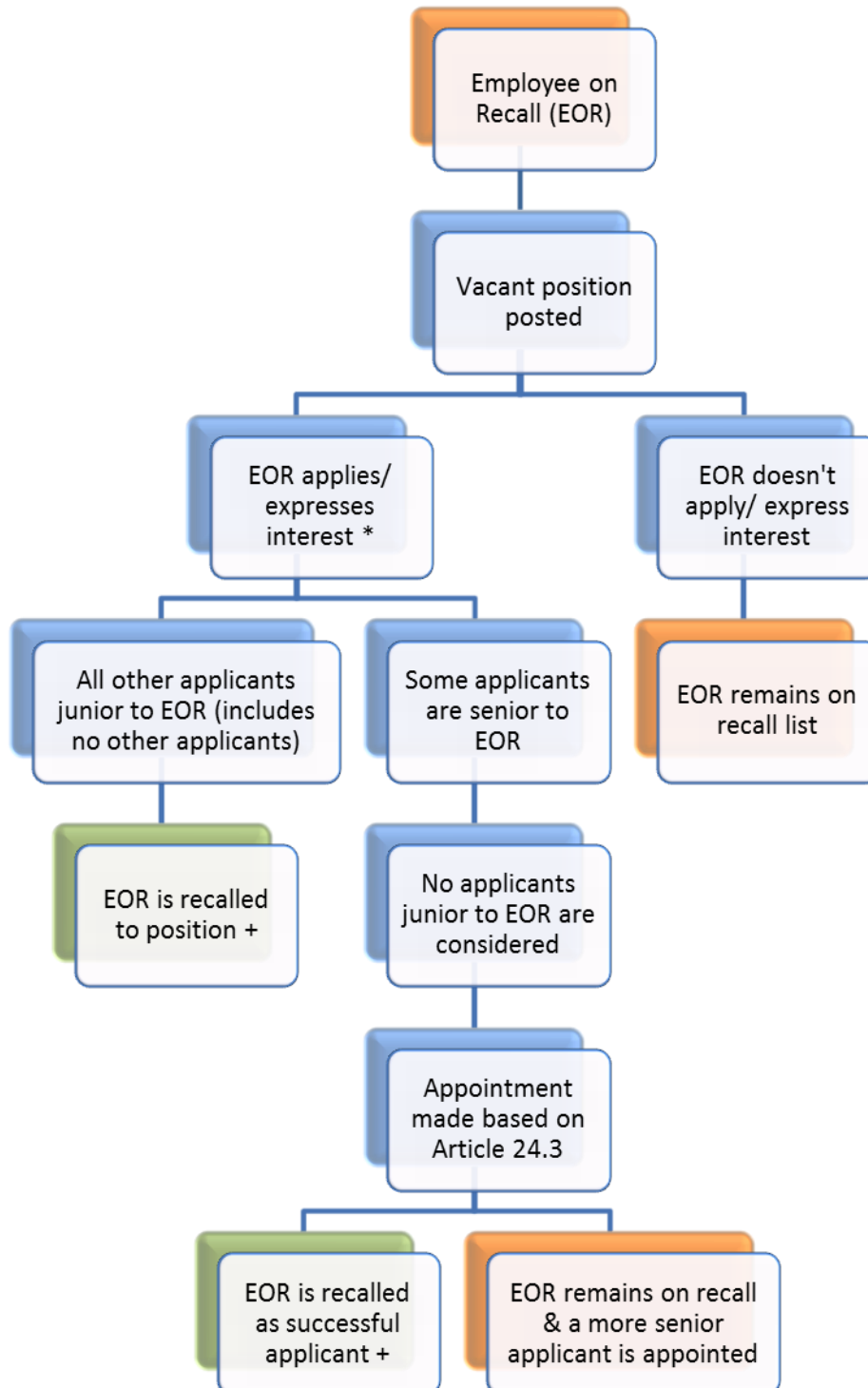
- An employee can only bump into positions that are occupied by employees with less seniority

- 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.



- 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.





\*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.