

SUMMARY OF CHANGES TO THE TENTATIVE 2014-2019 COLLECTIVE AGREEMENTS FOR ABORIGINAL SERVICES, COMMUNITY LIVING SERVICES & GENERAL SERVICES

DECEMBER 2013



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Aboriginal Services only

ARTICLE 1 – PREAMBLE

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.

Interpretation/Comments

Effective the day after the agreements are ratified by both parties.



ARTICLE 2 – DEFINITIONS

2.2 Other Definitions

(a) "*Ability*" includes the ability to interact effectively with clients.

(b) "*Aboriginal*" as defined in the constitution of Canada, "*includes the Indian, Inuit and Métis peoples of Canada*".

(c) "*Classification*" defined for the purposes of the Collective Agreement as those classifications listed in Appendix A (Wage Grid). Each regular employee will be assigned to a classification.

(d) "*Common-Law Spouse*" and "*Common-Law Partner*" means two people who have co-habited as spousal partners for a period of not less than one year.

(e) "*Day*" is a calendar day, unless otherwise noted.

(f) "*Gender Identity*" means a person's concept of self that may be different than their birth-assigned gender and related physical characteristics, societal attitudes and expectations.

(g) "*Geographic Area*" means a group of communities where it is practical for multiple locations to meet together.

(h) "Job Family" see Information Appendix C, Classification Manual 3.1 for definition and Schedule A for a list.

(i) <u>"Premiums" when expressed in relation to a wage rate refers to the straight-time wage rate,</u> and (for greater clarity) wage-related premiums do not 'pyramid' on other forms of wage-related premiums.

- (j) "*Residential program*" in Article 13.3 (Layoff) means a group home or a transition house.
- (k) "Union" means the Union that represents the employees in the certification.

Interpretation/Comments

Clarifies that employees cannot "pyramid" wage-related premiums on one another.



ARTICLE 24 – PROMOTIONS 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. However:

- 1) seniority will play a lesser role in the case of promotion to a supervisory position; and
- 2) where the ability, qualifications or and 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) <u>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).</u>

(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.

(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.



Interpretation/Comments

The changes simplify the promotion appointment process language by eliminating the unnecessary distinctions between the type of vacancy (for example, "demotions", "promotions" and "lateral transfers") and instead utilizing one procedure for filling "vacancies". Further, "qualifications" must now be "relevant" instead of merely "requisite". Finally, the appointment of external applicants is more streamlined.

Effective the day after the agreements are ratified by both parties.



APPLICATION OF ARTICLE 24.5 (TRIAL PERIOD)



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cssea.bc.ca

December 1, 2013

Mike Orders Chief Spokesperson Community Social Services Bargaining Association 4911 Canada Way Burnaby, B.C. V5G 3W3

Dear Mike Orders:

Re: Application of Article 24.5 Trial Period

In regards to the application of Article 24.5 Trial 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.

Sincerely,

Gentil Mateus Chief Executive Officer

Interpretation/Comments

The CSSBA agrees with the contents of this letter which refers to the application of Article 24.5 (Trial Period).



ARTICLE 26 – PAYMENT OF WAGES AND ALLOWANCES

26.9 Transportation Allowance

(a) **Effective April 1, 2013, a**<u>A</u>n employee who uses her own motor vehicle to conduct business, on behalf of and at the request of the Employer, will receive **an the following** allowance **of 45¢** per kilometre.

	<u>April 1, 2013</u>	<u>April 1, 2016</u>	<u>April 1, 2017</u>	<u>April 1, 2018</u>
For CLS/GS	<u>45¢</u>	<u>46¢</u>	<u>47¢</u>	<u>48¢</u>
For AS	<u>49¢</u>	<u>50¢</u>	<u>51¢</u>	<u>52¢</u>

Prior to submitting a claim, employees must accrue their mileage expenses until their claim is a minimum of \$10.

26.10 Meal Allowance

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

	<u>April 1, 2013</u>	<u>April 1, 2015</u>	<u>April 1, 2016</u>	<u>April 1, 2017</u>	<u>April 1, 2018</u>
Breakfast	\$10.00	<u>\$10.10</u>	<u>\$10.25</u>	<u>\$10.41</u>	<u>\$10.56</u>
Lunch	\$12.25	<u>\$12.37</u>	<u>\$12.56</u>	<u>\$12.75</u>	<u>\$12.94</u>
Dinner	\$21.25	<u>\$21.46</u>	<u> \$21.78</u>	<u> \$22.11</u>	<u> \$22.44</u>

Interpretation/Comments

The increases are fully funded within the fiscal envelope of the mandate.



ARTICLE 27 – HEALTH AND WELFARE BENEFITS

27.6 Extended Health Plan

(c) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be \$225 every 24 months and the allowance for hearing aids will be \$1,000 per adult every 48 months; \$1,000 per child every 24 months. Effective April 1, 2017, the allowance for eye exams will be a maximum of \$100 per person per 24 months and the allowance for prescribed eyeglasses or equivalent corrective laser surgery will be to a maximum of \$350 per person per 24 months.

Interpretation/Comments

The collective agreements will be amended to include the following provisions:

Vision Care

- Effective April 1, 2017, a maximum of \$100 every 24 months for eye exams.
- Effective April 1, 2017, coverage for eyeglasses increases to a maximum of 80% of \$350 per person per 24 month period from \$225 and now includes equivalent corrective laser treatment.

Oral Contraceptives

• Effective April 1, 2016, oral contraceptives will be added to the prescription drug coverage list.



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 <u>– either repeated or</u> 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 <u>results in an employee's humiliation or intimidation</u> to be humiliated or intimidated; or

(2) is discriminatory behaviour <u>that causes substantial distress and is</u> 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 serious<u>ly</u> inappropriate conduct by a person that <u>and</u> serves no legitimate workrelated 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 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 and 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.

Interpretation/Comments

These changes add a "reasonable person test" respecting allegations of personal and psychological harassment; accordingly, all allegations of harassment – personal, psychological and sexual – will be vetted at the *prima facie* (initial) stage to determine if they meet a reasonableness test.

It also implements an improved process for handling complaints against an Executive Director and systemic issues which will help reduce the cost and time required to handle and resolve complaints.

It will be effective the day after the agreements are ratified by both parties.



ARTICLE 32 – TERM OF AGREEMENT

32.1 Duration

This agreement shall be binding and remain in effect until midnight, March 31, 2014 2019.

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, **2013 2018**.

(b) Where no notice is given by either Party prior to December 31, **2013 2018**, both Parties will be deemed to have been given notice under this Article on December 31, **2013 2018**.

(c) All notices on behalf of the Unions shall be given by the Association of Unions and similar notices on behalf of the Employer shall be given by the Community Social Services Employers' Association.

Interpretation/Comments

This is a five year agreement.



APPENDIX A – WAGE INCREASES

Wage increases will be as follows:

- General wage increases (GWI) of 1.0% in April 2015; 1.0% in February 2017; 1.0% in February 2018; and 1.0% in February 2019.
- Comparability increases of 2.5%, for defined classifications only, in April 2016, April 2017 and April 2018.
- Increases equivalent to a 0.5% GWI 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.
- Possible other increases depending on the outcome of the Economic Stability Dividend in Memorandum of Agreement #XX (Re: Economic Stability Dividend).
- 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.

Details of timing and application of increases can be found below.

Details of Wage Increases

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% GWI (across the board)
- February 1, 2016 Economic Stability Dividend (TBD)
- April 1, 2016 2.5% Compensation Comparability Adjustment for defined classifications
- April 1, 2016 0.5% GWI equivalent to address classification anomalies
- February 1, 2017 1.0% GWI (across the board) + Economic Stability Dividend (TBD)
- April 1, 2017 2.5% Compensation Comparability Adjustment for defined classifications
- April 1, 2017 0.5% GWI equivalent to address classification anomalies
- February 1, 2018 1.0% GWI (across the board) + Economic Stability Dividend (TBD)
- April 1, 2018 2.5% Compensation Comparability Adjustment for defined classifications
- April 1, 2018 0.5% GWI equivalent to address classification anomalies
- February 1, 2019 1.0% GWI (across the board) + Economic Stability Dividend (TBD)

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.



Compensation Comparability Adjustment

Adjustment increases for approximately 77% of the 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 a 2.0% GWI.

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 Comparable Community Health Jobs below);
- 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.

Classification Anomalies

The amount equivalent to a 0.5% GWI in April 1 in 2016, 2017 and 2018 will be allocated according to the results of a joint classification review, for the purpose of addressing anomalies in the classification system for classifications that to do not meet the comparability criteria.

Economic Stability Dividend

In addition to the above increases, wages will be increased, if the conditions set out in Memorandum of Agreement #XX (Re: Economic Stability Dividend) are met, for each of the following collective agreement years: 2015/16, 2016/17, 2017/18, and 2018/19. The appropriate percentage increases, if any, will be calculated according to Memorandum of Agreement #XX (Re: Economic Stability Dividend).

Comparable Community Health Jobs

COMPARABLE COMMUNITY HEALTH JOBS				Percent D	Difference
Front Line Workers	FTE	% of Total FTE	HEABC CBA Jobs	Start	Max
Residence, Awake Residential Night & Community Support Worker	5,196.1	61.78%	Support Worker I, Resident Care Aide & CHW II	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 1	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 Coordinator1	165.9	1.97%	Program Coordinator 1	9.9%	2.8%
	6,500.5	77.29%			



Interpretation/Comments

The general wage increases and comparability adjustments in these agreements significantly close the wage gap between workers in this sector and those with equivalent positions in the Community Health sector.

All employees will receive a 1% General Wage Increase (GWI) on April 1, 2015 and February 1, 2017, 2018 and 2019, respectively.

In addition a 2.5% comparability adjustment will be applied to classifications with similar positions in the Community Health sector on April 1, 2016, 2017 and 2018, respectively.

The list of Comparable Community Health Jobs identifies the classifications that are deemed to be comparable to the Community Health Agreement. Each identified classification is intended to receive the comparability adjustment.

An increase equivalent to a 0.5% GWI will be applied through a joint classification review for the purpose of addressing anomalies in the classification system for positions not captured by the comparability adjustment.



MEMORANDUM OF AGREEMENT #XX RE: ECONOMIC STABILITY DIVIDEND

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

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 ForecastGDP 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;
- 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.

Interpretation/Comments

This memorandum of agreement details the calculation and timing of any general wage increase (GWI) as a result of the Economic Stability Dividend.

In summary, an Economic Stability Dividend will be applied as a general wage increase if BC's real gross domestic product (GDP) exceeds the forecast set by the Economic Forecast Council. The GWI will be calculated as half the difference between the forecast real GDP and the actual real GDP of BC.

For example:

201X Actual real GDP = 3.5%

201X Forecasted real GDP = 2.5%

Economic Stability Dividend GWI = (3.5% - 2.5%)/2 = 0.5%

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)
- 2018/19 (based on 2017 GDP)

If there is an Economic Stability Dividend it will apply to the first pay period after February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019 respectively.



APPENDIX A – SECTION B WAGE PROTECTION

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.

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 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, she will be paid at Step 4 of the classification in which she is working.

An employee will lose her wage protection (status) rates:

- if she posted to a different classification prior to April 1, 2013;
- when she is demoted by the Employer as a result of disciplinary action;
- when regular employees achieve a casual position except where it is a temporary assignment directed by the Employer;
- when she bumps under layoff provisions into a different job family or into a different grid level.

Interpretation/Comments

This restores previous language to reinforce the parties' intention that employees will not be wage protected if they post to a lower-rated job classification.



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 <u>Ron Keras</u> Judi Korbin Wayne Moore Bob Pekeles Vince Ready Chris Sullivan

Interpretation/Comments

The list of arbitrators has been updated to include Ron Keras.



LOCAL ISSUES NEGOTIATIONS



Caring for a Living The Community Social Services

Bargaining Association of Unions collectively represents more than

15,080 community-based social service workers in British Columbia.

BC Government and Service

Employees' Union (BCGEU) Canadian Union of

Public Employees' (CUPE) Hospital Employees' Union (HEU)

Health Sciences Association

of BC (HSABC)

Construction and

Specialized Workers'

Commercial Workers'

United Steelworkers

of America (USW)

Service Employee's International Union (SEIU)

BC Nurses' Union (BCNU) Christian Labour Association of Canada (CLAC)

Union Local 1518 (UFCW)

Union Local 1611 (CSWU) United Food and November 25, 2013

Without Prejudice and Without Precedence

VIA FAX (604) 687-7266

Mr. Gentil Mateus, CEO Community Social Services Employers' Association Suite 800 - 555 Burrard Street Vancouver, BC V7X 1M8

Dear Mr. Mateus

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.

Sincerely

Mike Orders, Spokesperson Community Social Services Bargaining Association (CSSBA)

cc: CSSBA Principals

MO/cp cope 378/ Mateus 2013 Nov 25

Community Social Services Bargaining Association of Unions
 4911 Canada Way, Burnaby BC YSG 3W3

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 604.291.9611

 Toll Free:
 1.800.663.1674

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Interpretation/Comments

This letter addresses the administrative adjustment to the timelines for bargaining local issues as well as the dispute resolution process that was necessary as this tentative agreement was negotiated prior to the expiration date of March 31, 2014.



CLASSIFICATION AND JOB EVALUATION COMMITTEE

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

Interpretation/Comments

This Committee will determine the application of the comparability wage increases subject to the agreed-to criteria.



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 **December 1, 2013** and expires on October 31, **2014** <u>2019</u>.

Interpretation/Comments

The Continuity of Service and Employment Agreement is extended to October 31, 2019.



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.

Interpretation/Comments

The Long-Term Disability Plan has been added to the list of topics for discussion by this Committee.



MEMORANDUM OF AGREEMENT #XX

RE: PRECARIOUS WORK, PART-TIME AND CASUAL EMPLOYMENT COMMITTEE

<u>between</u>

Community Social Services Employers' Association (CSSEA)

<u>and</u>

Community Social Services Bargaining Association of Unions (CSSBA)

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

<u>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.</u>

The mandate of the Committee includes discussion on:

- precarious work;
- part-time and casual employees;
- <u>related recruitment and retention issues;</u>
- wages and benefits;
- hours of work and scheduling;
- work/life balance and family care issues;
- <u>unsociable hours;</u>
- administration of small contracts;
- <u>availability of work of less than four hours; and</u>
- 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 more frequently, as needed.

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



Interpretation/Comments

The new Precarious Work, Part-time and Casual Employment Committee will be comprised of three representatives from CSSEA and three representatives from the CSSBA. The committee will discuss the topics listed above and make recommendations to the CSS Sector Committee for further action.



MEMORANDUM OF AGREEMENT #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

10. *"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.

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

Mitigation

12. 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.

Interpretation/Comments

The Join Benefits Working Group (JBWG) is designed to control the cost of benefits by monitoring the cost of benefits compared to straight-time payroll and develop strategies to control costs.

A "fixed percentage" of the cost of benefits compared to straight-time payroll will be calculated as of November 30, 2018 for future use.

If, after March 31, 2019, the percentage of benefits to straight-time payroll exceeds the fixed percentage, the CSSBA representatives, on behalf of the working group, will decide what cost saving measures to adopt.



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 <u>and make recommendations within six months</u> from the date of ratification of the Collective Agreement.

Interpretation/Comments

The Joint Training Committee will meet within 60 days of ratification to develop a joint education program for stewards and supervisors/manager and make recommendations within six months from the date of ratification.



Aboriginal Services only

LETTER OF AGREEMENT

The Labour Management Committee at Vancouver Aboriginal Child and Family Services Society (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.

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, 2013-2015.

Interpretation/Comments

A Workload Review Committee will be formed from VACFSS' Labour Management Committee to assess workload levels, determine contributors to workload increase and identify tools and ideas to address workload.



INFORMATION APPENDIX A

GROUP BENEFITS PLAN EQUIVALENCY PROVISIONS

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

...

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 pension plan Public Sector Pension Plans Act.

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

•••

EXTENDED HEALTH PLAN

••••

Eligible Expenses

- prescription drugs cost of prescription drugs purchased from a licensed pharmacy excluding oral contraceptives, contraceptive devices, erectile dysfunction drugs, preventative vaccines, vitamin injections, food supplements, non-prescription drugs, drugs which have not been authorized for payment by the Director of the Pharmacare program (effective April 1, 2016, oral contraceptives are to be removed from the excluded list above)
- vision care cost of prescribed eyeglasses and/or frames and/or prescribed contact lenses to a
 maximum of 80% of \$225/person every 24 months; effective April 1, 2017, cost of eye exams to a
 maximum of \$100 per person per 24 months and cost of prescribed eyeglasses and/or frames
 and/or prescribed contact lenses and/or corrective laser surgery to a maximum of 80% of \$350

Interpretation/Comments

Long-Term Disability Plan

These are housekeeping changes.

Extended Health Plan

The collective agreement will be amended to include the following provisions:

Vision Care

- Effective April 1, 2017, a maximum of \$100 every 24 months for eye exams.
- Effective April 1, 2017, coverage for eyeglasses increases to a maximum of 80% of \$350 per person per 24 month period from \$225 and now includes equivalent corrective laser treatment.

Oral Contraceptives

• Effective April 1, 2016, oral contraceptives will be added to the prescription drug coverage list.



INFORMATION APPENDIX C

MAINTENANCE AGREEMENT AND CLASSIFICATION MANUAL

between

Community Social Services Employers' Association (CSSEA)

and

Community Social Services Bargaining Association (CSSBA)

MAINTENANCE AGREEMENT

7. Dispute Resolution Process

7.1 The Classification Arbitrators John Steeves and Rick Coleman, John Hall and Julie Nichols have been mutually agreed to by CSSEA and the CSSBA. By mutual agreement between the parties another Classification Arbitrator may be named.

Interpretation/Comments

The list of Classification Arbitrators has been updated to include Rick Coleman and Julie Nichols and John Steeves has been removed as he was appointed to the BC Supreme Court.



SOCIAL SERVICES SECTOR SUSTAINABILITY



RECEIVED May 23 2013

Caring for a Living The Community Social Services Bargaining Association of Unions collectively represents more than 15,000 community-based social service workers in British Columbia.

May 28, 2013

VIA FAX

Gentil Mateus, Chief Executive Officer Community Social Services Employers' Association Suite 800 – 555 Burrard Street, Box 232 Vancouver, BC V7X 1M8

"6Coovermneht and service Employees' Union (BCGEU) Dear Mr. Mateus

Canadian Union of Public Employees' (CUPE)

Hospital Employees' Union (HEU)

Health Sciences Association of BC (HSABC)

Construction and Specialized Workers' Union Local 1611 (CSWU)

United Food and Commercial Workers' Union Local 1518 (UFCW)

United Steelworkers of America (USW)

Service Employee's International Union (SEIU)

BC Nurses' Union (BCNU)

Christian Labour Association of Canada (CLAC) Re Future of the Community Social Services Sector

In the last round of contract negotiations, it became apparent through discussion of the items brought to the bargaining table that there are common concerns between the parties, particularly with respect to the ability of the Community Social Services Employers' Association to offer competitive wages and continue to provide quality client care into the future.

A number of pressures on the sector are making it significantly more difficult for the workers to be paid at any kind of competitive wage for their respective skill set, and for the Employer's to be able to recruit and retain the skilled labour required to meet client needs. In these difficult financial times, service delivery models are placed under increasing economic pressure due to regional challenges, the complexity of services required by clients, increasing contract administration requirements and uncertain funding.

The Community Social Services Bargaining Association believes that it would be in the common interest of both parties to engage in conversations sooner rather than later with both CSSEA and the funding Ministries on what changes need to occur to ensure a strong future for the sector.

The CSSBA feels that for many years' resources in terms of funding have fallen short of being able to secure fair and reasonable wage increases for CSSBA members through the bargaining process. After having just completed 2012 bargaining under the Cooperative Gains mandate and with 2014 bargaining less than a year away we encourage CSSEA to take a lead role with government to address long standing funding issues facing the sector.

Community Social Services Bargaining Association of Unions 4911 Canada Way, Burnaby BC V5G 3W3 Phone: 604.291.9611 Toll Free: 1.800.663.1674 Fax: 604.294.5092 www.cssfairdeal.com www.cssmatter.ca 5





Page 2

We believe workers within this sector have gone beyond the call when asked to maintain a viable sector. It is time to explore other ways of ensuring a positive and secure future for clients, workers and employers.

Cutting costs within collective agreements is not the answer when the sector must be able to compete with other public and private sectors to attract and retain qualified staff. It impacts the Employer's ability to provide quality and safe services and CSSBA members' ability to earn a livable wage and be fairly compensated for the excellent work they do in almost every community across BC.

We look forward to hearing from you and can make ourselves available for a discussion about these ideas at your convenience.

Sincerely

Mike Orders Chief Spokesperson, CSSBA

 Lee Doney, President and CEO, Public Service Employers' Council Secretariat Mark Sieben, Deputy Minister, Ministry of Social Development Stephen Brown, Deputy Minister, Ministry of Children and Family Development CSSBA Representatives

MO/cp cope 378

 Community Social Services Bargaining Association of Unions
 4911 Canada Way, Bumaby BC V5G 3W3 Phone: 604.291.9611 Toll Free: 1.800.663.1674 Fax: 604.294.5092
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Interpretation/Comments

The parties will 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.



FUNDING FOR THE 2014-2019 COLLECTIVE AGREEMENT



December 2, 2013

333084

Ms. Anne Nikon Chair, Board of Directors Community Social Services Employers' Association Suite 800 – 555 Burrard St Vancouver BC V7X 1M8

Dear Ms. Nikon:

Re: Funding for the 2014 - 2019 Collective Agreement

The Community Social Services Employers' Association (CSSEA) and the Community Social Services Bargaining Association recently concluded a collective agreement for the period April 1, 2014 to March 31, 2019. That agreement provides a general increase to wages for members of the bargaining unit in each of its last four years plus comparability wage adjustments in the last three years of the agreement. The agreement also provides for an Economic Stability Dividend tied to growth in British Columbia's economy.

CSSEA-member agencies receive funding under contracts for the provision of services with various government ministries. You have asked whether the ministries will provide the funds for CSSEA-member employers to pay for the negotiated wage increases.

Government will provide the funds required by the increased costs in the collective agreement. However, we must keep in mind that the changeable economic conditions that exist now and five years from now could affect the Province's fiscal plan.

This commitment is subject to three necessary caveats:

- Appropriation by the Legislature of the necessary monics on an annual basis as required under s. 21 of the Financial Administration Act;
- A continuation of each agency's contract with a ministry or ministries; and,
- Development of an appropriate funding model to ensure that the monies reach the employees as required under the collective agreement. The PSEC Secretariat will work with CSSEA on a labour funding model.

..../2

Ministry of Finance	Public Sector Employers' Council Secretariat	Mailing Address: PD Box 9400 Stn Prov Gavt Victoria BC V8W 9V1	Location Address: 210 - 880 Douglas St Victoria BC V&W 287 250.387.0842
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- 2 -

Should you have any questions regarding this letter, please contact me directly.

Sincerely,



Lee Doney Interim President and CEO

pc: Mark Sieben, Deputy Minister Ministry of Children and Family Development

> Sheila Taylor, Deputy Minister Ministry of Social Development and Social Innovation

Gentil Mateus, Chief Executive Officer Community Social Services Employers' Association