

## **Memorandum of Agreement (MOA) – Social Services Sector Retention and Portability Clause**

### **Preamble**

As part of the Innovation and Sustainability Roundtable initiatives, the parties have a desire to enhance the recruitment and retention of candidates within the Social Services Sector by offering certain benefits when regular employees move directly from a CSSEA-member Employer to another CSSEA-member Employer within the Community Social Services Sector.

### **Employer participation**

Employer participation in this program is strictly voluntary and on a case by case basis. Where an employer chooses to participate in the portability program, the employee shall have noted in their letter of hire that the portability clause applies. To be eligible employees must have terminated employment with the previous CSSEA-member Employer in the previous 12 months.

### **Portability**

Once hired, the new regular employee will serve a probationary period in accordance with Article 11.8. Upon successful completion of the probationary period, the employee will be credited with both portable benefits as follows:

#### *(a) Vacation -Article 18.1*

It is recognized by the parties, that any earned but unused vacation shall be taken or paid out by the previous CSSEA-member Employer prior to commencing employment with the new Employer. An employee's continuous service date will be adjusted to reflect her service with her previous Employer for the purpose of vacation entitlement.

#### *(b) Wages – Appendix A*

An employee's hours worked in the same or similar classification (determined by JJEP) as the one obtained with the new Employer will be recognized to determine the appropriate increment step under Appendix A – Wage Grid.

The term "hours" means:

- 1) Hours worked by the employee,
- 2) Hours of paid vacation,
- 3) Paid holidays,
- 4) Paid union leave up to 20 days per year.

The employee's wage will be placed on the appropriate step of the classification commensurate with her accumulated hours worked in that classification with the previous CSSEA-member Employer. The new employee's first day of employment becomes the increment anniversary date for the accumulation of hours required to move to the next step.

Article 26.12 is not applicable. Wage protection and red-circling is not portable. CSSEA will work with Employers to track the uptake of the MOA and will share the information with the CSSBA.

**Terms of MOA**

The provisions of this memorandum will not apply to any other Article in the Collective Agreement and all other terms and conditions of the Collective Agreement remain unchanged.

Nothing in this memorandum fetters the Employer’s right to hire non-CSSEA member candidates at a higher rate of pay in accordance with Article 26.12.

This Memorandum of Agreement expires on September 1<sup>st</sup>, 2018 or earlier if either party provides a minimum 30 days’ notice of intent to terminate the MOA.

Agreed to:

 _____ For the CSSBA [Union]	 _____ For CSSEA
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 _____ For the CSSBA [Union]	 _____ Dated 9 <sup>th</sup> Dec 2015