

HOUSEKEEPING

Change all numbers in the Collective Agreement as follows:

- numbers less than ten to word only; and
- numbers greater than ten to number only

Change "shall" to "will", wherever it appears in the agreement.

Wherever a clause number is noted, ensure that the clause title is included in parentheses after the number.

Singular feminine pronoun will be used wherever possible.

Consequential re-ordering/re-numbering where no change in meaning results.

Formatting where no change in meaning results.

All proposals withdrawn by either party are withdrawn on a "without prejudice" basis.

2.1 Employees

(a) A regular full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work full-time shifts as identified in Article 14.2(a) (Hours of Work). These employees are entitled to all benefits outlined in this Collective Agreement.

(b) A regular part-time employee is an employee who is appointed to a part-time position with a part-time schedule and works less than the number of hours constituting full-time employment as outlined in Article 14 (Hours of Work). A regular part-time employee is entitled to all benefits of this Agreement on a prorated basis inclusive of additional hours of work except as provided for in Article 27 (Health and Welfare Benefits).

(c) Casual employees are employed on an "on call" basis pursuant to the provisions of Article 30 (Casual Employees) and the local issues agreement (Memorandum of Agreement #1 - Item (1)(3) where applicable).

2.2 Other Definitions

Maintain Current Language and add:

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

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

(j) "Residential program" in Article 13.3 means a group home or a transition house.

ARTICLE 4 - UNION SECURITY

- (a) All employees in the bargaining unit who, on the date of certification, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after the date of certification shall, as a condition of continued employment, become members of the Union, and maintain such membership, ~~upon completion of thirty (30) days as an employee.~~
- (c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

9.9 Failure to Act

If the President of the Union, or designate, does not present a grievance to the next higher level within the prescribed time limits, or six (6) months passes from the time the Union President, or designate informed the Employer of her intention to submit a dispute to arbitration, the Employer may enquire, in writing, by priority courier, as to the status of the grievance. If, within thirty (30) days of receipt of such letter, the Union has not advanced the grievance to the next step or submitted the grievance to Arbitration, the grievance will be deemed to be abandoned unless the parties mutually agree otherwise. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

11.8 Probation

- (a) The Employer may reject a probationary employee for just cause. The Employer will provide the reasons for the rejection in writing. A rejection during probation shall not be considered a dismissal for the purpose of Article 11.2 of this Agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) The probationary period for supervisory employees and professional employees (registrants of a regulatory body) shall be six (6) months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last. Notwithstanding the foregoing, the probationary period will not exceed nine (9) calendar months.
- (c) The probationary period for all other employees shall be three (3) months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last. Notwithstanding the foregoing, the probationary period shall not exceed six (6) calendar months.
- (d) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three (3) months.
- (e) Where an employee feels she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, she may grieve the decision pursuant to the grievance procedure outlined in Article 9 (Grievances) of this Agreement commencing at Step 3.

13.3 Layoff

(a) Non-residential: Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off by classification, in reverse order of seniority ~~within the appropriate shift within their worksite/programme (see local issues agreement)~~. Layoff notice shall include a current list of junior positions available to bump under Article 13.4.

(b) Residential Programs: Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off by classification, in reverse order of seniority within the appropriate shift within their worksite. Layoff notice shall include a current list of junior positions available to bump under Article 13.4.

13.4 Bumping

(a) The Employer will identify the date that the layoff will begin.

(b) The A laid off employee and the first two (2) employees affected by bumping can may choose:

(1) to be placed on the casual call-in and recall lists with no loss of seniority; or

(2) to bump any employee with less seniority if she is qualified to satisfactorily perform the work. An employee can bump up, but not into a supervisory position.

(c) Subsequent employees affected by bumping who are qualified to satisfactorily perform the work may choose:

(1) (i) to bump the least senior employee in either their classification or a similar classification whose weekly hours are, ~~firstly~~, up to four (4) hours more or less than the employee's or

(ii) and secondly, within the next or a subsequent four (4) hour time band provided she is qualified to satisfactorily perform the work. the least senior employee in a dissimilar classification whose weekly hours are up to four (4) hours more or less than the employee's and that employee is junior to the employee who would have been bumped if the option in (i) above had been selected.

(2) if no options exist under 1(i) above then the employee may choose to use the process in (1) above to bump within the next four hour time band. If no options are available in this time band in the employee's own or similar classification the employee may choose the next four hour time band, this process will continue until the employee bumps or there are no more time bands available to the employee.

Similar classification means – in the same job family and in the same grid level or one (1) grid level above or below the displaced employee's grid level.

(e) (d) An employee must exercise her bumping rights within seven (7) days of receiving a notice of layoff by providing written notice to the Executive Director.

13.5 Recall

(a) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by priority courier or facsimile. Employees must accept recall within seven (7) days of receipt of the priority courier or facsimile. Employees shall have fourteen (14) days after accepting recall to return to work.

(b) The recall period shall be one (1) year.

At the end of the recall period, an employee has the right to become a casual employee and be placed on call-in lists with their seniority.

(c) New employees shall not be hired into a regular position until those laid off in that classification have been given an opportunity of recall.

(d) Job posting under Article 24 will occur prior to recall of any employee. When there are employees on the recall list, job postings will include a copy of this article.

(e) Employees on the recall list have the right to apply for job postings as an internal applicant.

(f) When an employee on the recall list is a qualified applicant to a position, then the Employer will not consider applications to the vacancy from any less senior employees.

(g) When an employee on the recall list is the successful applicant to a position, she will not be expected to start in the new position until fourteen (14) days from the notice of assignment unless an earlier date is determined by mutual agreement between the employee and the Employer.

(h) Should the employee not continue in the assignment beyond her trial period, and where the employee is still within her one year recall period, she will be returned to the recall list for the remainder of her one year recall period.

17.5 Holiday Falling on a Workday

An employee who is required to work on a designated holiday shall be compensated at ~~time and one-half (1½x)~~ one point five times (1.5x) her regular hourly rate of pay for the hours worked. Regular ~~full-time~~ employees shall also receive a day off in lieu. Regular part-time employees receive a day off in lieu as per Article 17.11 (Paid Holidays for Part-time Employees). The lieu day shall be scheduled by mutual agreement or in accordance with Article 18.5 (Vacation Schedules) or where the Employer and the employee mutually agree, be paid out. The lieu day shall be scheduled by mutual agreement and taken within six (6) months of the day in which it was earned or where the Employer and the ~~full-time~~ employee mutually agree, be paid out. An employee may, by mutual agreement, take lieu days off together with their vacation in accordance with Article 18.5 (Vacation Schedules).

17.11 Paid Holidays for Part-time Employees

- (a) Regular part-time employees will accumulate a ~~statutory~~ **paid** holiday bank based on four point two percent (4.2%) of their regular straight-time hours in each pay period **including all additional hours worked**.
- (b) When a paid holiday occurs, and where the **employee's paid holiday** bank contains sufficient hours, the employee will be ~~paid an amount from their~~ **able to draw from her** paid holiday bank ~~which is equal to the employee's average regular daily hours [determined by prorating the employees' regular schedule by the full time hours as per Article 14.2(a)]~~ **the hours required to cover the paid holiday or paid holiday lieu day**. ~~If the employee's paid holiday bank does not contain an amount sufficient to cover the holiday, the employee may opt to draw from her vacation or overtime banks to top-up pay for the holiday or take a day off without pay or with partial pay.~~
- (c) Participation in the "~~statutory~~ **paid** holiday bank" ~~will be~~ **was determined by a vote of all employees** ~~voluntary~~ on an agency by agency basis. Where the unionized employees ~~choose to~~ **chose** not to participate in the "~~statutory~~ **paid** holiday bank" the part-time employees shall receive four point two percent (4.2%) of straight-time pay instead of a day off with pay.
- (d) **For new certifications**, the unionized employees will elect whether or not the agency will participate in the "~~statutory~~ **paid** holiday bank" by voting on the option ~~no later than October 31, 2006~~.

19.2 Employee to Inform Employer

- (a)** The employee shall inform the Employer as soon as possible of her inability to report to work because of illness or injury. The employee shall make every reasonable effort to inform the Employer of her return to duty in advance of that date.
- (b)** ~~The Employer may request proof of illness. The Employer's request will not be unreasonable or discriminatory. The Employer will not request a diagnosis of the employee's condition.~~

March 23, 2011

Brent Camilleri
Community Social Services Bargaining Association
c/o 4911 Canada Way
Burnaby BC V5G 3W3

Dear Mr Camilleri,

RE: Article 19.2

Upon ratification of the Community Living Services and General Services Collective Agreements by both parties, the Community Social Services Employers' Association agrees to:

- Send a joint bulletin advising of the change to Article 19.2 explaining what can not be requested in any medical request and further advising that seeking a diagnosis of an

- employee's condition is not appropriate and is a violation of the collective agreement and privacy rights. All medical forms should be reviewed to ensure compliance.
- The bulletin will be issued within 30 days of ratification of the collective agreement.

Sincerely

Doug Starr
Managing HR/LR Consultant
Community Social Services Employers' Association

22.5 Workplace Violence/Aggressive Conduct

Employees who, in the course of their duties, may be exposed to violence or aggressive conduct shall receive training at the Employer's expense in recognizing and handling such episodes.

The Employer shall provide the employee with pertinent information relative to the potential for experiencing violence, physical aggression, and/or verbal abuse within any particular workplace. The employee shall be informed of specific instruction on the approach to be taken when providing care for the client.

Immediate defusing, debriefing and, where deemed appropriate by a qualified medical practitioner, post-traumatic counselling for individuals who have been exposed to violence of an unusual nature, including physical assault, will be made available to employees by qualified outside practitioners where such services are available at no cost to the Employer. Where an employee requires time off to attend defusing or debriefing, it will be without loss of pay.

At the request of an employee who has been exposed to violence, including physical aggression or verbal abuse, the parties will meet as soon as possible to determine remedies up to and including transfer. The parties will make every reasonable effort to find a remedy. Once the remedy is agreed it will be implemented within fifteen (15) days.

Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Joint Safety and Health Committee, after review of the circumstances, may request a review by the Workers' Compensation Board.

Where an employee has experienced a critical incident related to their work responsibilities, the Employer will assist the employee to obtain WCB counselling and such other support as may be reasonably available.

An employee in need of assistance may call the WorkSafe BC Critical Incident Response pager. The employer will post the current pager contact information at all worksites.

24.3 Appointment Policy

(a) For lateral transfers or demotions, seniority, ability, performance ~~the internal applicant with the~~ and requisite qualifications will be the determining factors, ~~and abilities will be awarded the position.~~ These four (4) factors will be given equal weight. Where the 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.

(b) For promotions, ~~the~~ seniority, ability, performance and qualifications, ~~abilities and seniority~~ of the applicants concerned will be the ~~considerations~~ determining factors. These four (4) factors will be given equal weight. Where the above factors are relatively equal, seniority will be the determining factor. ~~Where internal applicants compete with external applicants, the internal applicants will be given a twenty five percent (25%) advantage over the external applicants.~~

(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 ~~positions~~ 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.

24.9 Expedited Process

(a) Where an employer has made a selection pursuant to Article 24.3 (a) and the employee disagrees with the employer's decision, the employee may grieve the decision under the process set out below within (7) days of being notified of the results.

(b) The dispute resolution process

(1) The dates and locations for the hearing will be determined by the parties. The hearing will take place within 45 days of filing the grievance.

(2) The parties agree that the expedited process will be heard by one of three expedited arbitrators: Brian Foley, Wayne Moore or Chris Sullivan, depending on availability and if availability is similar, upon agreement of the parties.

(3) If there is a dispute over disclosure of documentation the parties may contact the arbitrator by telephone conference call and request an order for disclosure.

(4) The process is intended to be informal and expeditious and therefore, the parties agree not to use outside legal counsel for expedited hearings:

- (5) All presentations are to be short and concise;
 - (6) Each case will begin with a comprehensive opening statement by each side;
 - (7) The parties will meet to develop a Joint Statement of Facts. The Joint Statement of Facts does not preclude either party from leading evidence that is disputed so long as the evidence meets the other guidelines of this protocol.
 - (8) Prior to rendering a decision, the Arbitrator will assist the parties in mediating a resolution to the grievance;
- (c) Where mediation is not successful, the hearing will proceed as ordered by the Arbitrator and a decision will be rendered on the following basis:
- (1) The Arbitrator will render a decision within two (2) working days of the hearing.
 - (2) No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision. This process is not intended to prevent the Arbitrator from allowing the parties to agree upon a remedy.
 - (3) The decision of the arbitrator is without prejudice. These decisions will have no precedent and value.
 - (4) All settlements of expedited arbitration cases prior to or during the mediated part of this expedited process will be without prejudice.
 - (5) The parties will equally share the cost of the fees and expenses of the Arbitrator and hearing expenses.

****REST OF ARTICLE 24 RE-NUMBERED**

24.10 24.11 Temporary Vacancies

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three (3) months shall be posted as per Article 24.1.
- (b) Casual employees may elect to maintain their ten point two percent (10.2%) in lieu of vacation and statutory holidays for the duration of the temporary vacancy they are filling. Successful applicants who fill a temporary vacancy may apply for Article 27 (Health and Welfare Benefits) for which they are eligible, after three (3) months in the temporary vacancy. Upon completion of the temporary work assignment, the employee's entitlement to the Health and Welfare Benefit plan will cease.
- (c) Temporary vacancies shall not exceed twelve (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).
- (d) Accepting a temporary vacancy does not change the status of an employee.

26.8 Maintenance Agreement

The parties will abide by the terms of the Maintenance Agreement including the capacity to dispute the classification in accordance with the Maintenance Agreement (Information Appendix C).

28.5 Copies of Agreement

- (a) The Association of Unions and the Employer desire every employee to be familiar with the provisions of this Agreement, and her rights and obligations under it. For this reason, the Parties shall have printed sufficient copies of the Agreement for distribution to employees. The Union and, where practicable, the Employer, will make the Agreement available electronically to all employees.
- (b) The Community Social Services Employers' Association and the Association of Unions shall share the cost of printing and distribution.
- (c) The Agreements shall be printed in a Union shop and bear a recognized Union label.

ARTICLE 29 - HARASSMENT

**** CURRENT LANGUAGE TO BE DELETED**

29.1 — Sexual Harassment

- (a) ~~The Association of Unions and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.~~
- (b) ~~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.~~
- (c) ~~To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.~~
- (d) ~~Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.~~
- (e) ~~Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.~~

29.2 — Personal and Psychological Harassment

- (f) ~~The Employer and the Association of Unions recognize the right of employees to work in an environment free from personal and psychological harassment and agree that employees who engage in personal harassment may be disciplined.~~

~~(g) Personal and psychological harassment includes verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work related purpose. Such behaviour could include, but is not limited to:~~

- ~~(1) physical threats or intimidation;~~
- ~~(2) words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;~~
- ~~(3) distribution or display of offensive pictures or materials.~~

~~(h) To constitute personal and psychological harassment, behaviour may be repeated or persistent or may be a single serious incident.~~

~~(i) Personal and psychological harassment does not include actions occasioned through the exercising in good faith of the Employer's supervisory rights and responsibilities.~~

29.3 — Harassment Complaint Procedures

~~In the case of a complaint of either personal, psychological or sexual harassment, the following shall apply:~~

~~(a) Before proceeding to the formal complaint mechanism an employee who believes he or she has a complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.~~

~~(b) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the Executive Director. Upon receipt of the written complaint, the Employer shall notify in writing the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.~~

~~(c) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this Article and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (i) below.~~

~~(d) The Employer's designate shall investigate the complaint and shall submit her report to the Executive Director in writing within fifteen (15) days of receipt of the complaint. The Executive Director shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The Union Staff Representative, the complainant and the respondent shall be apprised of the Executive Director's resolution.~~

~~(e) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.~~

~~(f) Pending determination of the complaint, the Executive Director may take interim measures to separate the employees concerned if deemed necessary.~~

~~(g) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the complainant may be transferred with her written consent.~~

- (h) ~~In the case of alleged harassment by a client or a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. The Employer shall not require the employee to conduct business with an alleged offender under this Article.~~
- (i) ~~Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Executive Director's or independent investigator's response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the Parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:~~
- ~~(1) dismiss the complaint; or~~
 - ~~(2) determine the appropriate level of discipline to be applied to the harasser; or~~
 - ~~(3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.~~
- (j) ~~Disciplinary action taken against a harasser pursuant to this Article, shall not form the basis of a grievance.~~
- (k) ~~Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.~~
- (l) ~~This Article does not preclude an employee from filing a complaint under Section 13 of the B.C. Human Rights Code. A complaint of personal, psychological or sexual harassment shall not form the basis of a grievance.~~
- (m) ~~Complaints under this Article shall be treated in strict confidence by all Parties involved.~~
- (n) ~~Where the alleged harasser is the Executive Director, the complaint shall be filed in writing within six (6) months of the latest alleged occurrence through the Union to an independent single investigator who will conduct an investigation and submit a report on the facts to the Parties within twenty (20) days of being appointed. Where the proposed resolution is not acceptable, the Union may follow the procedure outlined in (i) above.~~

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 that:**
- (1) creates a risk to a worker's psychological or physical well-being or causes a worker substantial distress or to be humiliated or intimidated; or**
 - (2) is discriminatory behaviour 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 inappropriate conduct by a person that serves no legitimate work-related purpose; and**

(4) is repeated or persistent or may be a single serious incident.

(b) Reasonable conduct by a manager or supervisor in directing workers and carrying out her management duties in good faith is not harassment.

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.

(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 B.C. *Human Rights Code*.

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 fifteen (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, and the remedy sought.
- (d) The Executive Director or her designate will investigate the complaint and will complete her report in writing within thirty (30) days.
- (e) The Employer will take action to resolve the complaint within ten (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 Board of Directors (or equivalent) within fifteen (15) days of receiving the complaint. The Board of Directors 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.
- (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 thirty (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.

ARTICLE 31 - ~~REGISTERED RETIREMENT SAVINGS PLAN MUNICIPAL PENSION PLAN~~

**** CURRENT LANGUAGE TO BE DELETED**

- (a) ~~All regular employees upon successful completion of the probationary period shall enrol in the plan.~~
- (b) ~~Employee contributions to the Plan through payroll deduction will be on one (1) of the following basis:
 - (1) ~~1% of regular earnings; or~~
 - (2) ~~2% of regular earnings; or~~
 - (3) ~~3% of regular earnings.~~~~
- (c) ~~The Employer will match the contributions made by each employee.~~
- (d) ~~Employees may increase or decrease their contribution levels, as noted in (b) above, on January 1st of each year by providing at least thirty (30) days written notice to the Employer.~~
- (e) ~~Employer and employee contributions will be locked in on the employee's behalf.~~
- (f) ~~Employers who currently have a Group RRSP that is superior to the plan described above shall maintain their current Group RRSP.~~
- (g) ~~In the event that an Employer currently participates in a Pension Plan (or is required to participate in the future), the Group RRSP will not be implemented (or will be terminated) for employees of that Employer.~~
- (h) ~~Employers will ensure that all new employees are informed of the options available to them under this Article.~~
- (i) ~~If an Employer does not currently participate in a pension plan (e.g. the Municipal Superannuation Plan) then participation in a Group RRSP for regular employees will be mandatory. No regular employee shall be allowed to join both a pension plan and a Group RRSP.~~

(a) An Employer shall provide the Municipal Pension Plan (MPP) to all eligible employees.

(b) Employees of record on March 31, 2010, who meet the eligibility requirements of the MPP, have the option of joining or not joining the MPP. Eligible employees who initially elect not to join the MPP on April 1, 2010, have the right to join the MPP at any later date but will not be able to contribute or purchase service for the period waived.

(c) All regular full-time employees hired after March 31, 2010, will be enrolled in the MPP upon completion of the earlier of their probationary period or three months and will continue in the plan as a condition of employment. Full-time hours of work are defined in the Local Issues Agreement specific to each employer.

Regular part-time employees and casual employees hired after April 1, 2010, who meet the eligibility requirements of the MPP have the right to enrol or not enrol in the MPP. Those who initially decline participation have the right to join the MPP at any later date.

The MPP rules currently provide that a person who has completed two (2) years of continuous employment with earnings from an employer of not less than thirty-five percent (35%) of the year's maximum pensionable earnings in each of two (2) consecutive calendar years will be enrolled in the Plan. This rule will not apply when an eligible employee gives a written waiver to the Employer.

(d) Employers will ensure that all new employees are informed of the options available to them under the MPP rules.

(e) Eligibility and terms and conditions for the pension shall be those contained in the Municipal Pension Plan and associated documents.

(f) If there is a conflict between the terms of this agreement and the MPP rules, the MPP must prevail.

Note: MPP contact information:

- Web: <http://www.pensionsbc.ca>
- Email: MPP@pensionsbc.ca
- Victoria Phone: 1-250-953-3000
- BC Phone: 1-800-668-6335

ARTICLE 32 - TERM OF AGREEMENT

32.1 Duration

This Agreement shall be binding and remain in effect until midnight, March 31, 2010².

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, 2009¹¹, but in any event not later than midnight, December 31, 2009¹¹.

(b) Where no notice is given by either party prior to December 31, 2009¹¹, both parties shall be deemed to have been given notice under this Article on December 31, 2009¹¹.

(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.

APPENDIX B**LIST OF ARBITRATORS**

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

Emily Burke
~~Mervin Chertkow~~
Brian Foley
Rod Germaine
Joan Gordon
John Hall
Judi Korbin
Wayne Moore
Bob Pekeles
Vince Ready
Chris Sullivan

Expedited Arbitrators

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

Robert Blasina
Paula Butler
Robert Diebolt
Brian Foley
Judi Korbin
Wayne Moore

MEMORANDUM OF AGREEMENT #1**RE: LOCAL ISSUES**

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

1. CSSEA and CSSBA agree that the following are local issues:
 - (1) Article 14.2(a) (b)(4), (e), and (f) (Hours of Work);
 - (2) "Programme" or "Worksites" – as identified in Articles 13.3(a) (Layoff), 14.2(e) (Hours of Work), 16.4 (Sharing of Overtime), 18.2(a) (Vacation Preferences), 24.1(c) (Job Postings);
 - (3) Article 30.3 (Casual Call-in Procedure);
 - (4) Client Vacations and Out of Town Assignments;
 - (5) School Based or Seasonal Program Employees;
 - (6) Special Project Employees;

- (7) Any other issues, ~~including any local issues that currently exist in existing certifications where CSSEA and CSSBA agree~~ **agreed to by the Union and CSSEA.**
- (8) Article 15.4(b) (Split Shifts)
- (9) Student employment and work experience programmes: (this item can be incorporated into the local issues agreements at any time by mutual agreement.)**
2. Local issues agreements ~~negotiated after April 1, 2004,~~ remain in effect until a new agreement is reached. ~~Local issues which were not completed by March 31, 2006 will be concluded under the terms of Memorandum of Agreement #1 of the 2003-2006 Community Social Services Collective Agreements.~~
3. ~~Either the Employer or the Union may give written notice to the other Party within sixty (60) days of ratification of the Collective Agreement to renegotiate some or all of the terms of a local issues agreement. The notice will be sent by facsimile or priority courier.~~
- 3. Notice to negotiate local issues must be sent by facsimile or priority courier between 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 of the Collective Agreement.**
4. Written notice to bargain local issues will indicate which issue(s) (among those listed in 1 above) the Party wishes to renegotiate. If no notice is given, the current local issue agreement, and/or any items that are not specified in the notice, will be automatically renewed.
5. ~~Negotiations for new local issue agreements will conclude within one hundred and fifty (150) days of ratification of the Collective Agreement.~~
6. **5.** Local issues agreements must be approved and signed by CSSEA and ~~CSSBA~~ **the Union.**
7. **6.** All local issues ~~documents~~ **agreements** that are not agreed upon as of the expiry of the ~~one hundred and fifty (150) day negotiating period in point number 5 above,~~ will be referred to Interest Arbitration before Brian Foley.

Interest Arbitration will be conducted as follows:

- (a) the process will be expedited with no reliance on witnesses;
 - (b) the presentations will be short and concise and will include a comprehensive opening statement;
 - (c) prior to rendering a decision, the Arbitrator may assist the Parties in mediating a resolution to the dispute.
 - (d) In rendering a decision, the Arbitrator may consider:
 - (1) consistency across the sector;
 - (2) fairness and equitable treatment of employees and Employers in the sector;
 - (3) progress towards standardization in the sector.
- 8-7.** Once local issues negotiations have been successfully concluded, or when a decision has been issued by the Arbitrator, local issues agreements, including all issues automatically renewed, will remain in effect for the term of the Collective Agreement.

9. ~~Notice to negotiate local issues must be sent by facsimile or priority courier between December 1, 2009 and December 31, 2009. Negotiation of local issues will be conducted in the ninety (90) days immediately following ratification of the Collective Agreement.~~

MEMORANDUM OF AGREEMENT #2

RE: SUPERIOR BENEFITS & PROVISIONS

****RENEW**

MEMORANDUM OF AGREEMENT #3

RE: ~~EXISTING NEW CERTIFICATIONS, FUTURE CERTIFICATIONS AND~~ VARIANCES

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

The parties agree to the following:

1. ~~New~~ Future Certifications ~~(employers certified after March 31, 2010)~~

- (a) ~~Future certifications are those that certified after March 1, 2004 and are members of CSSEA.~~
- (b) ~~a~~ For ~~future certifications~~, The non-monetary provisions of the Collective Agreement will become effective four (4) months from the date of certification or the date of the Order-in-Council designating the agency a member of CSSEA, whichever is first.
- (e) ~~b~~ The monetary provisions of the Collective Agreement will become effective four (4) months from the date ~~when the agency is added to~~ of the Order in Council, making the agency a member of CSSEA.

2. *Variances*

~~Variances that are certified after March 1, 2004 are subject to (1)(b) above.~~

The following will not apply to variances of a strictly administrative nature.

- (a) The non-monetary provisions of the Collective Agreement will become effective two (2) months from the date of the variance issued by the Labour Relations Board.

(b) The monetary provisions of the Collective Agreement will become effective four (4) months from the date of the variance issued by the Labour Relations Board.

3. ~~Existing Certifications~~

~~(a) Existing certifications are those that are already certified but are not CSSEA members.~~

~~(b) This Collective Agreement will become effective four (4) months from the date when the agency is added to the Order in Council, making the agency a member of CSSEA.~~

MEMORANDUM OF AGREEMENT #4

RE: BENEFITS & RRSP ADMINISTRATION ADVISORY COMMITTEE

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

The Benefits and RRSP Advisory Committee shall be composed of the following:

Three (3) CSSEA Representatives
 Three (3) CSSBA Representatives

The purpose of the Benefits and RRSP Advisory Committee is to establish an ongoing consultative process through which the concerns of the Employers and the Unions with respect to the administration of the benefits and costs of benefits can be discussed and resolved.

The Committee shall have access to representatives to either the Healthcare Benefit Trust or the benefit plan as required.

The Committee will review the benefit package seeking savings or adjustments that may be used to adjust the benefit provisions or increase the sick leave compensation from the current eighty percent (80%). The Committee must complete this review and make recommendations to CSSBA and CSSEA no later than June 30, 2006. These recommendations must be cost neutral.

****DELETE and INCLUDE "benefits administration" as an item in MOA #16 – Sector Committee**

MEMORANDUM OF AGREEMENT #5

RE: PROFESSIONAL RESPONSIBILITY, JOB SHARING AND WORK LOCATION

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

Where the previous Collective Agreement contained an express provision which addresses professional responsibility, job sharing and/or work location, it shall continue as a local agreement.

~~MEMORANDUM OF AGREEMENT #6~~~~RE: JOB SHARING~~

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

~~Where the previous Collective Agreement contained an express provision which addresses job sharing, it shall continue as a local agreement.~~

Renewed

*****DELETE and INCLUDE "job sharing" as an item in MOA #5 – Professional Responsibility, Job Sharing and Work Location***

~~MEMORANDUM OF AGREEMENT #7~~~~RE: RRSP CONTRIBUTIONS~~

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

~~Effective January 1, 2005, employees may opt to reduce their RRSP contributions without affecting the Employers' contribution subject to the following:~~

- ~~(a) — An employee must have been an employee of record on the date of ratification of the Collective Agreement;~~
- ~~(b) — An employee's RRSP contribution, prior to January 1, 2005 must have been greater than one percent (1%);~~
- ~~(c) — An employee may reduce her personal contribution to a minimum of one percent (1%);~~
- ~~(d) — The Employer's contribution shall remain at the level of contribution prior to January 1, 2005;~~
- ~~(e) — The Agreement shall cease on January 1, 2007 at which time the RRSP contributions shall revert to the terms of Article 31 (Registered Retirement Savings Plan).~~

MEMORANDUM OF AGREEMENT #8

RE: LONG TERM DISABILITY PLAN

****RENEW**

MEMORANDUM OF AGREEMENT #9

RE: Health & Welfare Benefits Entitlement Threshold

****RENEW**

MEMORANDUM OF AGREEMENT #10

RE: ADVANCE PAYMENT OF GROUP LIFE BENEFITS

****RENEW**

MEMORANDUM OF AGREEMENT #11

RE: BARGAINING UNIT WORK

****RENEW**

MEMORANDUM OF AGREEMENT # 12

RE: JOINT JOB EVALUATION PLAN

****RENEW**

MEMORANDUM OF AGREEMENT # 13

RE: ~~WORK LOCATION~~

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

~~Where the previous Collective Agreement contained an express provision which addresses work location, it shall continue as a local agreement.~~

Renewed

*****DELETE and INCLUDE "work location" as an item in MOA #5 – Professional Responsibility, Job Sharing and Work Location***

MEMORANDUM OF AGREEMENT #14**RE: CONTINUITY OF SERVICE AND EMPLOYMENT**

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

The parties agree to abide by the Continuity of Service and Employment Memorandum which was signed on ~~March 31, 2006~~ **August 13, 2011** and expires on ~~March 31, 2010~~ **October 31, 2012**.

MEMORANDUM OF AGREEMENT #15**RE: HEALTH & WELFARE BENEFITS FOR STATUS INDIANS**

****RENEW**

MEMORANDUM OF AGREEMENT #16**RE: COMMUNITY SOCIAL SERVICES SECTOR COMMITTEE**

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

1. ~~Establishing~~ The committee

The Community Social Services Employers' Association (CSSEA) and the Community Social Services Bargaining Association of Unions (CSSBA) will **agree to create a 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.**

3. Makeup and administration of the Committee
 - (a) The committee will be made up of up to six (6) representatives of workers appointed by CSSBA and up to six (6) 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 sub-committees for the three sub-sectors (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.

****Consequential amendment – Delete MOA #4.**

MEMORANDUM OF AGREEMENT #17

RE: PENSION PLAN

between

Community Social Services Employers' Association (CSSEA)

and

Community Social Services Bargaining Association of Unions (CSSBA)

- ~~1. Effective March 31, 2010, Employers will enrol in the Municipal Pension Plan. Employee participation shall commence April 1, 2010.~~
- ~~2. Effective March 31, 2010 all existing matching contributory RRSP plans (including all Superior RRSP plans) and all existing pension plans will cease. If a pension plan is in place the rules of that pension plan pertaining to benefits on termination will apply.~~
- ~~3. Employees will not be permitted to purchase past service in the Municipal Pension Plan upon commencement in the Municipal Pension Plan.~~
- ~~4. Eligibility and terms and conditions for the pension shall be those contained in the Municipal Pension Plan and associated documents.~~
- ~~5. Prior to the implementation of the Municipal Pension Plan the Parties to this agreement will meet to determine the financial viability of replacing the Municipal Pension Plan with the Public Service Pension Plan. Where the Parties mutually agree the Public Service Pension Plan will be implemented in place of the Municipal Pension Plan on March 31, 2010.~~

MEMORANDUM OF AGREEMENT #18

RE: MARKET ADJUSTMENT PREMIUM

****RENEW**

MEMORANDUM OF AGREEMENT #19**RE: ONE TIME ONLY EARLY INCENTIVE PAYMENT***between**Community Social Services Employers' Association (CSSEA)**and**Community Social Services Bargaining Association of Unions (CSSBA)*

The Parties acknowledge that there is one time funding available for Collective Agreements negotiated before the expiry of the previous contract term (March 31, 2006) consistent with policy statements of the Minister of Finance with respect to the 2006 collective bargaining framework in the public sector:

~~(1) The one time Early Incentive payment shall be distributed in accordance with the following process:~~

~~(a) — Four thousand two hundred dollars (\$4200) for all employees (regular and casual) employed by a Social Service Sector (CSSEA) Employer covered by the Community Living Services, General Services or Aboriginal Services Collective Agreements as of March 31, 2006.~~

~~The one time lump sum amount of four thousand two hundred dollars (\$4200) is payable to all full time employees as defined by Article 14.2(a), but full time hours cannot be less than thirty five (35) hours per week or 1820 hours per year for the purposes of this distribution. For part time and casual employees, the payment will be pro-rated based on straight time hours paid as a proportion of 1950 hours between the first pay period prior to April 1, 2005 and the first pay period prior to March 31, 2006.~~

~~(b) — The one time payment is subject to normal statutory deductions and union dues.~~

~~(c) — (i) — Regular employees on a leave of absence under Article 21.1 and 21.2 (Maternity and Parental Leave) during the period referenced in (a) above, shall receive the one time payment based on their full time equivalency in the first month following their return to work from the leave of absence. The one time payment shall be paid to employees on leave under Article 21.1 or 21.2 upon their return to work and only if they return to work for a period exceeding one (1) month.~~

~~(ii) — An employee shall also receive the one time payment for time covered under the "own occupation" portion of the LTD plan during the period referenced in (a) above.~~

~~(iii) — For LTD and WCB recipients the amount of the one time payment shall be based on their full time equivalency as of the last day worked prior to the absence.~~

~~(d) — Any employees on Union leave shall have all hours on Union leave considered as hours paid for the purposes of this memorandum.~~

~~(e) — Part time employees who were on an unpaid leave of absence in excess of twenty (20) working days between April 1, 2005 and March 31, 2006 will have the duration of~~

~~the unpaid leave excluded from the calculation of their pro-rated entitlement under (1)(a) above.~~

In this case, the pro-rating will be based on the following formula:

$$\frac{\text{\# of hours worked between April 1, 2005 and March 31, 2006}}{\text{\# of weeks worked between April 1, 2005 and March 31, 2006}} \times 37.5 \text{ hours}$$

~~(2) In addition to the one time payment available in 2006, the Parties acknowledge that there is a one time fiscal dividend available for Collective Agreements with a four (4) year term that extends through the 2009/2010 fiscal year. The dividend available to employees is a proportionate share of up to 300 million dollars based on the excess over a projected surplus of 150 million dollars for 2009/2010. The fiscal dividend shall be as set out in the attached Letter of Agreement.~~

~~(3) The Employers shall make every effort to pay the one-time payments to all employees within the first three (3) pay periods after March 31, 2006.~~

MEMORANDUM OF AGREEMENT #20

RE: FISCAL DIVIDEND

between

Community Social Services Employers' Association (CSSEA)

and

Community Social Services Bargaining Association of Unions (CSSBA)

The Parties agree as follows:

~~Having agreed the term of the Collective Agreement to be from April 1, 2006 to March 31, 2010 a Fiscal Dividend Bonus may be paid from a one time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.~~

~~1.0 Fiscal Dividend:~~

~~1.1 If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.~~

~~The quantum of the Fund accessible for the Parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010.~~

~~The Fund will be determined as follows:~~

- ~~i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.~~
- ~~ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.~~
- ~~iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will~~

~~be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employer's Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.~~

~~iv. Additionally the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.~~

~~1.3 The Fiscal Dividend Bonus will be paid to each eligible employee who is on the active payroll on March 30, 2010.~~

~~1.4 Part Time and Casual employees who worked less than 1950 hours between April 1, 2009 and March 31, 2010 will be paid a pro-rated lump sum amount based upon the percentage of full-time hours worked during the period.~~

~~Employees on illness leave for the period will have their lump sum amount pro-rated based on the period of time on LTD only over the period.~~

MEMORANDUM OF AGREEMENT #

RE: Sick Leave, Short Term Illness and Injury Plan and Benefits Improvement Costs

The parties agree that the Community Social Services Sector Committee will oversee a study to evaluate the current sick leave provisions of the Collective Agreement, short term illness and injury plans and benefit improvement costs.

In order to conduct an effective study, the parties will share all available and appropriate information.

This study will be concluded by the end of December, 2011.

The parties may invite participation of additional representatives with technical expertise and may also obtain external advice. Where the parties mutually agree to obtain external advice any related costs shall be shared equally.

WAGE RE-OPENER LETTER OF UNDERSTANDING

Between: Community Social Services Employers' Association

And: Community Social Services Bargaining Association

Re: Wage Re-Opener

The collective agreement being negotiated is being negotiated in accordance with the PSEC Mandate established by Government for the current collective bargaining.

In the event that Government decides to modify the PSEC Mandate as it applies to the entire Public Service and Public Sector during the term of the Community Social Services collective agreement arising from the current collective bargaining, the CSSBA will have the opportunity to renegotiate the total compensation for the balance of the term of the collective agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate. This renegotiation will not result in the early termination of the collective agreement.

EDUCATION FUNDING LETTER OF UNDERSTANDING

Between: Community Social Services Employers' Association

And: Community Social Services Bargaining Association

Re: Request to Ministry of Children and Families to support training

The Community Social Services Employers' Association and the Community Social Services Bargaining Association agree to jointly apply for re-training grant of six hundred thousand dollars (\$600,000) from the Government of BC for provincial initiatives to support training.



August 15, 2011

Lorne Rieder
Community Social Services
Employers Association
Suite 800 - Two Bentall Centre
555 Burrard Street, Box 232
Vancouver, BC V7X 1M8

Brent Camilleri
Community Social Services Union
Bargaining Association
4911 Canada Way
Burnaby, BC V5G 3W3

Dear Lorne Rieder:

Re: CSSEA Bargaining

Government values the contribution employees in the Community Social Services sector make to communities across British Columbia. We are supportive of actions that encourage the development of their professional skills and their continued employment in the sector.

On this basis we are pleased to announce that we have approved your joint request for a \$600,000 re-training grant.

Sincerely,

Stephen Brown
Deputy Minister
Ministry of Children
& Family Development

Sincerely,

RICK MOWIES
Chief Executive Officer
Community Living BC

Sincerely,

for Mark Sicben
Deputy Minister
Ministry of Social Development

Ministry of
Children and
Family Development

Office of the Deputy Minister

Mailing Address:
PO BOX 9721 Stn Prov Govt
Victoria, British Columbia V8W 9S2

Telephone: 250 387-2000
Facsimile: 250 356-2920

INFORMATION APPENDIX A**THE FOLLOWING HAS BEEN APPENDED TO THE COLLECTIVE AGREEMENT
FOR
INFORMATION PURPOSES ONLY****GROUP BENEFITS PLAN EQUIVALENCY PROVISIONS**

Plan provisions not specifically addressed in this document shall be based on the provisions of the insurance provider. A group policy must not contain any clause that restricts an employee who satisfies the eligibility requirements of the Collective Agreement from accessing the Plan or the provisions specified in this document.

GROUP LIFE

*****Maintain Current Language***

ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)

*****Maintain Current Language***

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 #9
- 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 twelve (12) months shall continue in her former job, an employee who was on claim for more than twelve (12) months shall 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 shall be considered employees for the purpose of pensions in accordance with the *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 3 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

Amount of Benefit

- 70% of the first \$2,800 of basic pre-disability monthly earnings plus 50% of basic pre-disability monthly earnings in excess of \$2,800 or 66 2/3% of basic pre-disability monthly earnings, whichever is greater
- the \$2,800 level is to be adjusted annually for new claims based on the increase in the weighted average wage rate in effect following review by the underwriter
- the \$2,800 level is to be adjusted every four years based on the increase in the weighted average wage rate in effect following review by the underwriter

Qualification Period

- benefits are payable after the employee has been totally disabled and unable to perform the duties of their own occupation for a period greater than 6 months
- employees who will be eligible for benefits under the Long-Term Disability Plan shall not have their employment terminated; following expiration of their sick leave credits they shall be placed on unpaid leave of absence until receipt of long-term disability benefits.
- Employees who still have unused sick leave credits after the qualification period when the long term disability benefit becomes payable shall have the option of:
 - exhausting all sick leave credits before receiving the long term disability benefit;
 - using sick leave credits to top off the long term disability benefit;
 - banking the unused sick leave credits for future use.

Definition of Total Disability

- to qualify for benefits for the first 12 months (excluding the 6-month qualification period), the employee must be unable, due to accident or sickness, to perform the duties of their "*own occupation*"
- to continue to qualify for benefits beyond the "*own occupation*" period of disability, the employee must be unable to perform the duties of any gainful occupation ("*any occupation*") for which the employee has the education, training or experience and which pays at least 70% of the current rate of pay for the employee's job at the date of their disability

Successive Disabilities

- if the employee returns to work during the qualification period but stops working within 31 calendar days because of the same disability, the qualification period is extended by the number of days worked
- if the employee returns to work after LTD benefits are approved, but stops working within 6 months because of the same disability, or within 31 days because of a new

disability, the prior LTD claim is re-opened and the employee is not required to serve another qualification period

Exclusions

- any period of disability that is not supported by the regular and personal care of a physician
- war, insurrection, rebellion, or service in the armed forces of any country
- voluntary participation in a riot or civil commotion, except while performing regular occupational duties
- intentionally self-inflicted injuries or illness

Other Disability Income

- LTD benefits will not be reduced by income from private or individual disability plans
- LTD benefits will be reduced by 100% of any other disability income including but not limited to
 - any amounts payable under any Workers' Compensation Act or law or any other legislation of similar purpose
 - any amount from any group insurance, wage continuation, or pension plan of the Employer that provides disability income
 - any amount of disability income provided by any compulsory act or law
 - any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or would be entitled had the application for such a benefit been approved
 - any amount of disability income provided by a group or association disability plan to which the disabled employee might belong or subscribe
- LTD benefits are reduced by the amount of other disability income to which the disabled employee is entitled upon first becoming eligible for the other income; future increases in the other income such as Consumer Price Indexing or similar indexing arrangements will not further reduce the disabled employee's LTD benefits until the disabled employee's LTD benefit is recalculated to reflect the weighted average wage rate in effect following review by the underwriter every four years

Continuation of Coverage

- the Employer will continue to pay the LTD contributions while the employee is receiving sick pay, is on maternity or parental leave, or during the first 20 work shifts in any calendar year of unpaid leave
- coverage can continue while an employee is on an unpaid leave for up to 12 months (24 months if on an educational leave), if the employee pays 100% of the contributions
- while an employee receives LTD benefits from the Plan, the employee's LTD, Group Life and AD&D coverage will continue at no cost to the employee or the Employer as long as the employee remains an employee
- while an employee receives LTD benefits from the Plan, the employee can elect to continue Medical, Dental and Extended Health benefits as long as the employee remains an employee and pays 50% of the contributions to the Employer monthly in advance. Employees to be permitted to enrol in some or all of the above plans. Such an election must be made at the time the employee's LTD claim is accepted or at anytime while in receipt of LTD benefits as long as proof of continuous alternate coverage can be provided by the employee

- Employees are not to be terminated for non-culpable absenteeism, while in receipt of long-term disability benefits.

Termination of Coverage

Coverage ceases on the date the employee:

- terminates employment
- retires
- commences an unpaid leave beyond 20 work shifts in any calendar year and employee elects not to pay contributions or elects to pay contributions and then stops paying them until their return to work
- transfers to an ineligible status
- is laid off
- payment of premiums cease at 64 years and 6 months

Rehabilitation Plan

- while in receipt of benefits, employees are required to participate in a rehabilitation activity or program that is medically approved to prepare them to return to their job or other gainful work
- employees returning to work through an Approved Rehabilitation Plan are eligible to receive all monthly rehabilitation earnings plus a monthly LTD benefit as defined under "*Amount of Benefit*" in this section, provided the total of such income does not exceed 100% of the current rate of pay for the regular occupation at the date of disability
- upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a period of 6 months for the purpose of job search

Rehabilitation Review Committee

- employees who do not agree with the recommended rehabilitation plan or feel they are medically unable to participate must demonstrate reasonable grounds for their lack of participation or appeal the dispute to the Rehabilitation Review Committee
- the Rehabilitation Review Committee is composed of 3 qualified individuals who, by education, training and experience are recognized specialists in the rehabilitation of disabled employees
- Committee members are composed of one Employer nominee, one union nominee and a neutral chair appointed by the nominees
- if the employee does not accept the Committee's decision, LTD benefits are suspended until the employee is willing to participate

Duration of Benefits

- benefits stop on the date the employee recovers, reaches age 65, dies, elects early retirement, refuses to participate in an Approved Rehabilitation Plan approved by a Rehabilitation Review Committee, whichever occurs first
- if the employee's employment terminates while receiving LTD benefits, only the payment of the LTD benefit will continue; all other health and welfare coverage will end

Claims Review Committee

- the Employer/provider will assume administrative responsibility for setting up the Claims Review Committee
- an employee may request the carrier to coordinate a Claims Review Committee if their LTD claim is denied or terminated by the carrier
- the Committee is comprised of 3 medical doctors: one designated by the employee; one by the Employer; and one (Chairperson) who has no relationship to the employee and agreed upon by the first two doctors
- the Committee is responsible for reviewing the medical and vocational information with respect to the employee
- the Committee may interview and/or examine the claimant and may establish medical procedures and tests to determine if the employee is disabled as defined in the Collective Agreement
- the majority decision of the Committee is final and binding
- the final report is signed by all members of the committee and forwarded in writing to the carrier who is then responsible for forwarding a copy to the employee, Employer and the Union
- expenses of the Chairperson are shared equally between the employee (or Union) and the carrier; expenses of the two nominees are the responsibility of each appointing Party; expenses for medical procedures requested by the committee, and travel expenses of the employee are the responsibility of the employee (or Union)

DENTAL

*****Maintain Current Language***

EXTENDED HEALTH PLAN

*****Maintain Current Language***

INFORMATION APPENDIX C*Between**The Community Social Services Employers' Association (CSSEA)**And**Community Social Services Bargaining Association (CSSBA)***Maintenance Agreement and Classification Manual****MAINTENANCE AGREEMENT****Preamble**

Whereas the parties agree to Section 5 of the Munroe Recommendations ("Munroe") and the Memorandum of Agreement on Job Evaluation Plan, the parties agree to the following Maintenance Agreement, including the Classification Manual ("this Agreement").

1. Introduction

1.1 The purpose of this Maintenance Agreement is to provide a standard procedure for the description and classification of jobs and the evaluation of work in the Community Social Services Sector.

2. Coverage

2.1 The provisions of this Agreement shall apply to all work that is now or shall come within the scope of the Community Social Services Sector Joint Job Evaluation Plan (JJEP).

2.2 This Agreement shall be subject to the dispute resolution process under Article 7 of this Agreement.

3. Existing Rights

3.1 Without intending to create any new rights and obligations but only for greater certainty it is agreed that:

(a) Subject to the Collective Agreement and subject to the procedures of this Agreement, the Employer has the right to organize its work in a manner that best suits its operational requirements and to establish new jobs and to change existing jobs.

(b) The Union has the right to enforce this Agreement and in particular may ensure that:

(i) a job has been established in a proper manner under the terms of the Collective Agreement and this Agreement;

(ii) a job description accurately describes the work required to be done;

(iii) the qualifications established by the Employer for a job are reasonable and relevant to the work required to be done;

(iv) a job is properly classified in relation to the benchmarks;

(v) unique jobs are properly identified and rated; and

(vi) a position is assigned to an appropriate job description.

(c) Where a conflict arises between the Collective Agreement and this Agreement, the Collective Agreement shall take precedence.

4. Benchmark Class Specifications and Joint Job Evaluation Plan

4.1 The benchmark class specifications (the “benchmarks”) and the JJEP, in existence at the date of this Agreement and agreed to by the parties and listed in Schedule A, shall constitute the sole criteria for classifying work covered by the Collective Agreement. Except as provided for in Article 7.7(d) of the Maintenance Agreement, no new benchmark shall be introduced and no existing benchmark shall be changed except by mutual agreement between CSSEA and the CSSBA. Neither party shall withhold mutual agreement unreasonably.

4.2 Each benchmark shall be rated using the JJEP and assigned to an appropriate classification grid, which shall be deemed to comprise part of the benchmark.

5. Job Descriptions

5.1 The Employer shall prepare job descriptions for all jobs for which the Union is the certified bargaining agent.

5.2 The Employer shall have the right to determine the content of job descriptions subject to the requirements of this Agreement and the Collective Agreement.

5.3 All job descriptions shall include:

- (a) job title
- (b) benchmark to which the job has been classified
- (c) point value rating and the rating rationale in the case of unique jobs
- (d) classification grid
- (e) job summary
- (f) listing of the typical job duties
- (g) qualifications required by the Employer.

5.4 Each regular employee is entitled to a copy of the recognized job description for her position.

6. Classification of New Jobs and Changes to Existing Jobs

6.1 Where the Employer makes a material change to an existing job it shall revise the job description. The completed job description shall be forwarded to the Designated Union Representative and CSSEA within twenty (20) calendar days.

6.2 Where the Employer establishes a new job it shall write a new job description. The completed job description shall be forwarded to the Designated Union Representative and CSSEA within twenty (20) calendar days.

6.3 Where the Employer makes a material change to an existing job and the Employer has not revised the job description, the Designated Union Representative or an employee may identify the change to the Employer, CSSEA, and the Union by submitting a Classification Review Form. The Employer will provide a written response to the Designated Union Representative and the employee within twenty (20) calendar days. The Designated Union Representative may refer the issue, including the classification of

the job, to the Classification Arbitrator pursuant to the process outlined in Articles 6.4 to 6.9.

6.4 Within forty-five (45) calendar days of receipt of a notice in accordance with Article 6.1, 6.2, or 6.3 of the Maintenance Agreement, the Designated Union Representative shall notify the Employer and CSSEA in writing if she objects to the job description and/or classification grid on the basis of Article 3.1(b) of the Agreement and the relevant provisions of the Collective Agreement. Notification shall include specific details of the objection, and the resolution sought.

6.5 Where the Designated Union Representative does not object, in writing, in accordance with Article 6.4 of the Maintenance Agreement, the job description and classification shall be deemed agreed.

6.6 Within forty-five (45) calendar days of the receipt of an objection under Article 6.4 of the Maintenance Agreement, the Employer shall review the objection and notify the Designated Union Representative and CSSEA of its determination in writing.

6.7 If the Employer's written determination is not acceptable or not provided within the time limit, the Designated Union Representative may, within a further period of thirty (30) calendar days, notify CSSEA and the Employer of the intent to refer the dispute to a Classification Arbitrator for a final and binding decision in accordance with Article 7 of the Maintenance Agreement. Notification shall include a written submission outlining the basis of the objection and the resolution sought.

6.8 Within forty-five (45) calendar days of receipt of notification of the intent to refer a dispute to a Classification Arbitrator for a final and binding decision, CSSEA, the Employer, and the Designated Union Representative shall attempt to resolve the dispute.

6.9 If the parties are unable to resolve the dispute, the Designated Union Representative or CSSEA may refer the matter to a Classification Arbitrator for a final and binding decision. CSSEA and the Designated Union Representative shall, within thirty (30) calendar days of the referral, submit an Agreed Statement of Facts to the Classification Arbitrator outlining the dispute and the issue(s) that are the subject of the dispute. If the parties are unable to agree on an Agreed Statement of Facts each party shall submit, to the Classification Arbitrator and to all parties to the dispute, a separate Statement of Facts outlining the dispute, and the issue(s) that are the subject of the dispute.

7. Dispute Resolution Process

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

7.2 The parties shall meet every month, or as often as required, to review outstanding matters.

7.3 CSSEA and the CSSBA shall make every effort to agree to the expedited arbitration process to resolve disputes. The parties recognize that where the matter is precedential, results in the development of a new benchmark or where the parties are unable to agree, the matter shall be resolved using a full arbitration process.

7.4 The expedited arbitration process shall be governed by the following principles:

- (a) The location of the hearing shall be agreed to by the parties.
- (b) Unless otherwise mutually agreed, each party shall be limited to a four (4) hour presentation.
- (c) The parties shall utilize staff representatives of the Union and CSSEA to present cases, and shall not utilize outside legal counsel.
- (d) The parties agree to make limited use of authorities during their presentations.
- (e) The decision of the Classification Arbitrator shall be final and binding on both parties.
- (f) All decisions of the Classification Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter. All settlements made prior to hearing shall be without prejudice.

7.5 Within forty-five (45) calendar days of the receipt of an Agreed Statement of Facts or the separate Statements of Facts, the Classification Arbitrator shall make every effort to hear the full or expedited arbitration and render a final and binding decision in writing.

7.6 The Classification Arbitrator shall have sole jurisdiction and her jurisdiction shall be limited to the application and interpretation of this Agreement. Where there is an alleged violation of the Collective Agreement, the Collective Agreement grievance procedure shall apply.

7.7 With respect to Classification of New Jobs and Changes to Existing Jobs, the decision of the Classification Arbitrator shall be based upon the same criteria applicable to the parties themselves. The decision of the Classification Arbitrator shall be limited to a direction that:

- (a) the position be assigned to another existing job description;
- (b) a new job description be prepared by the Employer that more accurately describes the type of duties, the overall scope and level of responsibility, and the required qualifications of the job;
- (c) except as outlined in Article 7.7(d) of the Maintenance Agreement, the job be appropriately classified, provided that the Classification Arbitrator shall not have jurisdiction to classify a job except within the existing benchmarks including the existing classification grids and wage rates;
- (d) where the Classification Arbitrator concludes that a job does not conform to an existing benchmark, the Classification Arbitrator shall notify CSSEA and the Union of her decision. CSSEA, the CSSBA and the Union shall endeavour to establish an appropriate benchmark and benchmark point value rating for the job. If the parties agree that the job is a unique job, the parties will endeavour to rate the job using the JJEP. Failing mutual agreement by the parties, each party shall make a submission within thirty

(30) calendar days to the Classification Arbitrator as to the appropriate benchmark, benchmark point value rating and/or unique job point value rating to be established. The Classification Arbitrator shall establish a new benchmark or amend an existing benchmark or establish an appropriate point value rating in the case of unique jobs and the decision of the Classification Arbitrator shall be binding on the parties. The Classification Arbitrator shall also establish, through rating, an appropriate Classification grid and existing wage rate for the new or revised benchmark, with jurisdiction limited to existing classification grids and wage rates. The Classification Arbitrator shall not have the jurisdiction to establish new wage rates or classification grids.

7.8 Arbitration hearings called by the Classification Arbitrator shall have the same status as an Arbitration pursuant to the Collective Agreement.

7.9 The fees and expenses of the Classification Arbitrator for expedited arbitration and arbitration hearings shall be borne equally by the Employer and the Union.

8. Pay Adjustments

8.1 Where the rate of pay of a job is adjusted upward, the employee shall be placed in the appropriate pay grid.

8.2 The effective date of pay rate adjustments is determined as follows:

(a) Where a pay rate adjustment occurs as a result of the application of Article 6.3 initiated by the Union or the employee, the increase shall take effect on the date the Employer receives the Classification Review Form identifying the issue from the Union or the employee.

(b) Where a pay rate adjustment occurs as a result of the Employer revising an existing job (Article 6.1), or creating a new job (Article 6.2), or negotiation or arbitration related to same, the adjustment shall take effect on the first day an employee occupies the position after it was established or revised.

8.3 Where the rate of pay of a job is adjusted downward, the employee shall continue to be paid at the employee's current rate of pay until the wage rate in the new job equals or exceeds it.

9. Definitions

(a) Position: a group of duties and responsibilities regularly assigned to one person. It may be occupied or vacant and may be created, changed, or deleted in order to meet operational requirements.

(b) Job: one or more positions performing essentially the same duties, similar scope and level of responsibility, and required qualifications covered by the same job description.

(c) Other Related Duties: the phrase "Other Related Duties" shall include those additional duties related to the job and/or the operation of the organization that may be assigned to the employee.

(d) Unique Job: a unique job is a single job which does not match any existing benchmark because the job is uncommon in the Sector, or it involves a type of work not

already included in the benchmarks, or because it involves duties and responsibilities that are not essentially similar to an existing benchmark in terms of scope and level of responsibility.

(e) CSSEA: the Community Social Services Employers' Association of British Columbia.

(f) Employer: a community social service organization that is a member of CSSEA.

(g) Union: a single Union that is a member of the CSSBA.

(h) CSSBA: Community Social Services Bargaining Association.

(i) Collective Agreement: a collective agreement in force between CSSEA and the CSSBA.

CLASSIFICATION MANUAL

1. Introduction

1.1 The Classification Manual, which forms part of the Maintenance Agreement, outlines the definitions, format and principles of classification to be followed in rating benchmark class specifications, hereafter called benchmarks, in matching jobs to the benchmarks, and in rating unique jobs.

2. Benchmarks

2.1 Benchmarks set forth the overall scope and level of responsibility and the typical duties by which jobs are distinguished and classified under the Classification System.

2.2 Benchmarks also set forth the level of qualifications appropriate for the scope and level of responsibility specified in the benchmark(s).

2.3 Benchmarks do not describe jobs. They are used to classify a wide diversity of jobs by identifying the scope and level of responsibilities.

2.4 Benchmarks are rated using the JJEP to establish their point value rating and relative value.

3. Format of Benchmarks

3.1 Job Families

All benchmarks are grouped together on the basis of closely related functional activities, fields of work, or occupations. Each of these groups is called a "job family". There are 6 job families in the Classification System:

(a) Administrative, Finance and Technical

(b) Counsellors and Consultants

(c) Front Line Workers

(d) Graduate Degrees & Licensed Professionals

(e) Operation Support

(f) Supervisors and Coordinators.

3.2 Benchmark Title

Each benchmark within a job family is identified by a benchmark title. For example (note: this is for illustrative purposes only):

Job Family: Administrative and Finance

Benchmark Title: Receptionist/General Office Clerk

Benchmark Title: Bookkeeper

3.3 Benchmark Duties

(a) The duties listed in a benchmark are a representative sampling of the functions being performed at the scope and level of responsibility that result in a job being classified at the benchmark level.

(b) The listing of typical duties identified on a benchmark is not intended to be exhaustive or all-encompassing. Job duties or responsibilities that are not specifically mentioned in the relevant benchmark are deemed to be encompassed by that benchmark if that job duty or responsibility is essentially similar to the benchmark in terms of scope and level of responsibility, as described in the job summary.

3.4 Benchmark Qualifications

(a) The qualifications set forth in a benchmark reflect the level of education and/or training and the experience appropriate to the scope and level of responsibility of the benchmark.

(b) The parties agree that different qualifications may be required for jobs that are matched to the same benchmark, or for different benchmarks matched to the same classification grid in order to meet the unique work organization in the Community Social Services Sector.

(c) Membership in a professional association or group is not a required qualification for any job under the Classification System unless required by legislation or regulation.

4. Unique Jobs

4.1 Job descriptions for unique jobs set forth the scope and level of responsibility, the duties and the appropriate level of qualifications for jobs which do not match any existing benchmark because the jobs are uncommon in the Sector, or they involve a type of work not already included in the benchmarks, or because they involve duties and responsibilities that are not essentially similar to an existing benchmark in terms of scope and level of responsibility.

4.2 Jobs which can be integrated are not considered unique jobs.

4.3 Unique jobs are rated using the JJEP to establish their point value rating and relative value.

5. Wage Rate

5.1 Each benchmark and unique job shall be assigned to a classification grid. Each classification grid has a corresponding wage rate, which is listed in the Collective Agreement. For example (note: this is for illustrative purposes only):

Benchmark Title: Residence Worker Classification grid: 10

6. Principles of Classification

- 6.1 The JJEP is used to rate benchmarks and unique jobs and thereby establish their point value rating and relative value.
- 6.2 The purpose of benchmarks is to establish the means whereby jobs may be properly classified and distinguished. To that end a job should be classified on the basis of best fit according to the overall type of duties and scope and level of responsibilities which are performed to an extent material for a reasonable standard of job classification.
- 6.3 Unique jobs are rated using the JJEP and assigned to a classification grid in accordance with their point value rating.
- 6.4 Where the parties identify essentially similar duties and responsibilities for a group of unique jobs, a benchmark shall be created.
- 6.5 Integrated Jobs: Where a job encompasses work in two or more benchmarks, and where it is administratively impractical to keep track or even identify when the incumbent is working within one or the other of the classifications, the job shall be classified at the highest classification of the jobs being performed.
- 6.6 Special Licenses And Certificates: Where the employee is required by the Employer to carry a special license, certificate or qualification, she should be classified consistently with such license, certification or qualification.
- 6.7 Incumbent employees in positions who do not possess the qualifications set out in the benchmark to which their jobs have been matched shall continue to be so classified as long as they continue to occupy the jobs.
- 6.8 Jobs are classified only by comparison to the benchmarks and not by comparison to other jobs.
- 6.9 Throughout the whole process of evaluating jobs, it is the job that is evaluated and not the employee.
- 6.10 Layering Over: Supervisors and lead hands must be compensated at a rate higher than those they supervise or lead. Where this cannot be accomplished by classification to an existing benchmark, positions designated as layered over will be compensated at a rate of two additional grids above the highest position supervised for positions at pay grade 12 or below OR one additional grid for those positions at pay grade 13 or above. A supervisor or lead hand, for the purpose of this article, is defined as a worker who reviews, assigns and monitors the work of other assigned workers.

7. Glossary of Terms

[The parties agree that the Glossary of Terms is outstanding and is yet to be discussed.]

SCHEDULE A**Benchmark Class Specifications and Job Families****Administrative, Finance & Technical**

Accountant, Accounting Clerk, Administrative Assistant, Administrative Supervisor,

Bookkeeper, Computer Technical Support Specialist, Database Clerk, Receptionist / General Office Clerk, Secretary

Counsellors & Consultants

Addictions Counsellor, Adult, Youth and/or Child Counsellor, Children Who Witness Abuse Counsellor, Employment Counsellor, ESL Instructor, Family Counsellor, Infant Development Consultant, Stopping the Violence Counsellor, Supported Childcare Consultant, Vocational Counsellor

Front Line Workers

Activity Worker, Adult, Youth and/or Child Worker, Asleep Residential Night Worker, Awake Residential Night Worker, Child and Youth Transition House Worker, Childcare Resource and Referral Worker, Community Support Worker, Early Childhood Educator, Early Childhood Educator Assistant, Early Childhood Educator, Senior, Family Support Worker, Group Facilitator, Reconnect Worker, Residence Worker, Residence Worker, Senior, Residential Child and/or Youth Worker, School Aged Child Worker, School Based Prevention Worker, Settlement and Integration Worker, Special Services Worker, Transition House Worker, Victim Service Worker, Vocational Worker

Graduate Degrees & Licensed Professionals

Behavioural Therapist, Clinical Counsellor, Nutritionist, Occupational Therapist, Physiotherapist, Residence Nurse, Speech Language Pathologist

Operation Support

Building Maintenance Worker, Cook, Housekeeper, Janitor,
Passenger Vehicle Driver, Retail Supervisor, Retail Worker, Truck Driver

Supervisors & Coordinators

Crisis Line Coordinator, Program Coordinator 1, Program Coordinator 2, Residence Coordinator, Volunteer Coordinator

INFORMATION APPENDIX D

CONTINUITY OF SERVICE AND EMPLOYMENT MEMORANDUM

between
Community Social Services Employers' Association (CSSEA)
and
Community Social Services Bargaining Association of Unions (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 ~~April 1, 2006~~ August 13, 2011, and it expires for all purposes on ~~March 30, 2010~~ October 31, 2012.

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 ~~April 1, 2006~~, 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 shall also apply to agencies who become members of CSSEA by virtue of the Order in Council (OIC) ~~one (1) year~~ six (6) months following such order.

(i) A displaced employee who is enrolled in a pension plan that is the same as the pension plan at the receiving Employer will have access to the pension plan only in accordance with the plan rules. If the pension plan is different the employee will have the right to participate in the new plan consistent with the terms of the plan. This language does not confer a right to a pension plan where no such plan exists, nor does it expand the rules of any pension plan.

This Memorandum of Agreement is subject to the ratification by CSSEA and CSSBA of their tentative agreements pursuant to their Memorandum dated ~~March 31st, 2006~~ August 13, 2011.

INFORMATION APPENDIX E

LIST OF CERTIFICATIONS IN EACH BARGAINING UNIT

*****Parties agree to update information***

INFORMATION APPENDIX F

CONTACT INFORMATION FOR UNIONS AND CSSEA

*****Parties agree to update information***

INFORMATION APPENDIX G

SHARED FACT SHEET



GRIEVANCE FACT SHEET (Article 9)

The shop steward and the representative of the Employer shall fill out a "shared fact sheet" listing an agreed statement of facts. The "shared fact sheet" is on a "without prejudice" basis and shall not be referred to by either party in any third party proceedings.

PLEASE PRINT

Local _____ Grievance No. _____

Agency Division:

Employer/Agency _____

Union _____

- Aboriginal Services
- Community Living Services
- General Services

1. GRIEVOR

Name _____ Program/Site _____

Job/Position _____ Wage Rate _____

Seniority _____

Present position from (date) _____

Status Full-time Part-time Casual

SUPERVISOR OR OTHER MANAGEMENT INVOLVED IN THE GRIEVANCE

Name _____

Program/Site _____ Job Title _____

2. WHAT IS GRIEVANCE ABOUT?

Contract Violation Safety Regulations Discipline Past Practice

Human Rights Local Issue MOA Other

(The above are examples and are not meant to be an exhaustive list)

ISSUE: _____

3. DOES IT AFFECT A GROUP OF EMPLOYEES? YES NO UNSURE

WHO? (LIST THOSE AFFECTED)

4. IS THIS AN ISSUE THAT COULD HAVE SECTOR WIDE IMPLICATIONS?

YES NO UNSURE

COMMENTS:

5. GRIEVANCE DETAILS:

Grievance steps (When did the meetings take place? Who was there?)

Step 1

Step 2

6. DATE AND TIME GRIEVANCE BEGAN, HOW OFTEN, AND HOW LONG:

7. WHERE DID THE GRIEVANCE OCCUR? EXACT LOCATION (SITE, PROGRAM, FLOOR, BUILDING, ETC.) & INCLUDE A DIAGRAM, SKETCH OR PHOTO IF HELPFUL:

8. LIST DISCIPLINARY HISTORY:
(IF APPLICABLE)

9. UNION'S POSITION - ADJUSTMENTS NEEDED TO REMEDY OR CORRECT SITUATION:

10. EMPLOYER'S POSITION - ADJUSTMENTS NEEDED TO REMEDY OR CORRECT SITUATION:

11. ANY ADDITIONAL AGREED TO FACTS (review checklist):

12. SUPPORTING DOCUMENTS (REVIEW CHECK LIST) SENIORITY LIST, WAGE SCHEDULE, PERSONNEL FILE DOCUMENTATION, SCHEDULES, EMPLOYER POLICY, JOB POSTING, ETC.:

DATE _____ SIGNATURE _____
STEWARD OR COMMITTEE MEMBER

SIGNATURE _____
EMPLOYER REPRESENTATIVE

***REVIEW CHECKLIST TO ENSURE ALL RELEVANT INFORMATION AND DOCUMENTS ARE ENCLOSED**

Checklist for Grievance Investigation

Have these points been covered and entered on the fact sheet?

DISCHARGE AND PENALTIES

1. Discipline/discharge — type and reason(s)
2. Complete statement of events leading to discipline
3. Date and time (important to document)
4. Supervisor's name
5. Name, address, phone and statement of witness (if any)
6. Employee's record
7. Print or diagram of area (if applicable)
8. All correspondence concerning grievance
9. Articles violated

JOB POSTING

1. Grievor's classification and seniority
2. Grievor's previous classifications
3. What grievor was temporarily promoted to
4. Date of promotions (if any)
5. Pay stubs if applicable
6. Grievor's experience in vacancy requested
7. Name and seniority of employee awarded job
8. Posting and grievor's application
9. Articles violated
10. Job description and benchmark
11. Interview Scores

JOB POSTINGS

(Improper or Non-posting)

1. Classification of vacancy
2. Area vacancy existed
3. Name of employee who held vacant position.
4. Employee's name promoted to fill vacancy
5. Start date/end date of vacancy
6. Copy of request that prompted vacancy

IMPROPER PAY

(Work Assignment)

1. Grievor's regular posted classification
2. Grievor's regular work assignment
3. Grievor's assignment on day in question
4. Name of employees who worked in grievor's place (if any)
5. Date of grievor's last posting
6. Safety involved (if any)
7. Rate of pay applicable to assignment

8. Exact work performed by grievor and instructions from supervisor
9. Articles violated

OVERTIME

1. Grievor's classification
2. Shift or work group
3. Date and shift overtime was scheduled
4. Classification scheduled for overtime
5. Employee's name/classification who worked
6. Record of overtime from supervisor's book
7. The actual work that was performed
8. Articles violated
9. Copy of schedule

STATUTORY HOLIDAY

1. Same as overtime
2. Seniority of grievor
3. Seniority of employees who did work

VACATIONS

1. Seniority
2. Time requested
3. Time allotted
4. Number of employees in work group
5. Article violated

BARGAINING UNIT WORK

1. Name of personnel doing the work
2. Type of work performed
3. Amount of time worked
4. Area where work done
5. Grievor's classification
6. Availability of grievor

LEAVE OF ABSENCE

1. Type of leave requested
2. Date of request, date of denial
3. Reason for request/denial
4. Employer's policy regarding this type of leave
5. Past practice in similar cases
6. Name of supervisor
7. Details of request/denial made verbally (if not in writing)
8. Articles violated
9. All correspondence concerning grievance

Page 6 of 7

Community Social Services Joint Shared Fact Sheet - Agreed by Sector Committee on October 2, 2007

CASUAL SENIORITY

1. Articles of collective agreement that apply
2. All correspondence regarding grievance
3. Details of vacancy: dates, job position, work location
4. Name and position of employee whose job became vacant
5. Name and seniority date of person who was awarded the position
6. Date employer became aware of vacancy
7. Employer's explanation of why grievor was not awarded the position
8. Copy of the casual registry for the department involved
9. Copy of the telephone log
10. Date and time call made to grievor, name and position of person who made call

SICK LEAVE

1. Date(s) requested
2. What reasons did employee give?
3. What was the employer's response?
4. Was a medical note required?
5. Was it provided? (attach copy)
6. Why was the note not acceptable?
7. Does the employer have sick leave policy?
8. Was the grievor aware of the policy? If not, why?
9. Does the grievor have accumulated unused sick leave? How much?
10. Is the employer relying on the grievor's previous sick leave record? Why?

GENERAL

1. It is important that the details/facts of the grievance be recorded for future reference.
2. Don't trust your memory, facts get lost with time.
3. Obtain copies of all the documents, e.g. postings, policies, letters of discipline, schedules, logs etc.
4. Fill out all areas as completely as possible.

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