

IN THE MATTER OF A COLLECTIVE BARGAINING DISPUTE

BETWEEN:

CERTAIN EMPLOYERS REPRESENTED BY THE COMMUNITY SOCIAL SERVICE
EMPLOYERS' ASSOCIATION (CSSEA)

AND:

B.C. GOVERNMENT AND SERVICE EMPLOYEES 'UNION (BCGEU)
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)
HEALTH SCIENCES ASSOCIATIONS (HSA)
HOSPITAL EMPLOYEES UNION (HEU)

RECOMMENDATIONS FOR SETTLEMENT BY THE MEDIATOR
DONALD R. MUNROE, Q.C.

TO:

THE GOVERNMENT OF BRITISH COLUMBIA
CSSEA
-THE UNIONS"

DATED AT VANCOUVER, BC
THE 28 DAY OF MAY 1999

Revised June 9, 1999

INTRODUCTION

On April 21, 1999, I was invited by the Government, CSSEA and the Unions to enter the ongoing community social services dispute as mediator. I should perhaps note that as a purely bargaining matter, the parties to the dispute are CSSEA and the Unions. However, as a funding matter, the Government is a necessary party to the negotiations and these recommendations

The mediation progressed to the point that on May 27, 1999, I informed the parties that in my view, I should now make comprehensive recommendations for settlement of the dispute. In turn, the parties indicated to me to me that they did not disagree with my assessment of the situation; and that they would give my recommendations due consideration.

The urgency of the matter precludes my engaging in lengthy commentary about the dispute. Suffice it to say that hourly wage and benefit parity between community social services workers and health workers is an entirely reasonable objective, consistent with fiscal responsibility the principle is "parity over time".

I begin my recommendations by making the following preamble observations:

1. All matters not contained in these recommendations are intended by me to be deemed, settled, or withdrawn; and that the recommendations contained herein shall apply to employees in bargaining units certified to BCGEU, CUPE, HSA, and HEU where such units are certified to Employers who are CSSEA members and as listed at Appendix A.
2. Previously agreed to provisions continue to be agreed. Where common language is included in this document, it has no effect on language or monetary terms previously agreed to between the parties.

Having made those preamble observations, my substantive recommendations for settlement are as follows:

1. The term of the collective agreements will be from April 1, 1998 to March 31,2003.
2. Effective April 1, 1998 the minimum hourly wage rate for Residential Care Workers (RCW) and equivalent positions shall be \$14.45 per hour.
3. Casual wage rates differing from a regular employee's wage rate in the same classification shall be eliminated effective April 1, 1998.
4. Unless otherwise stated, the effective date shall be August 1, 1999.

3. Interim Equity Wage Grid

Effective October 1, 1999 and each subsequent October, the hourly wage rate for Workers (RCW) and equivalent positions where the current base hourly rate is \$14.45 shall be:

- a) \$15.00 per hour
- b) \$15.50 per hour
- c) \$16.00 per hour
- d) \$16.50 per hour

RCW and equivalent positions below \$14.45 per hour progress to the \$16.83 minimum rate no earlier than October 1, 2002. RCW and equivalent positions above \$14.45 will move to the next increment step that is at least one full increment above their existing rate and will move to the next step each subsequent October 1.

4. Effective April 1, 2000 there shall be a 2% general wage increase. The base hourly rate shall be:

- a) \$15.81 per hour
- b) \$16.32 per hour
- c) \$16.83 per hour

5. Equity Adjustments and Job Evaluation

The purpose of this section is to set out a process and framework to achieve:

- a) Wage parity with Community Health Workers;
- b) Standardization of wages in the Social Services Sector; and
- c) Elimination of gender-based wage discrimination.

Recognizing that wage inequities currently exist within the Social Services Sector and that the parties are committed to implementing equity changes as quickly as possible to eliminate the inequities, the parties agree to the following:

a) The job evaluation plan will be developed as per the Memorandum of Agreement (attached).

b) Effective October 1, 1999, interim equity adjustment of 2.5% of straight time salary payroll shall be applied in a manner that ensures a minimum of \$0.50/hour will be applied to all positions other than those which are RCW and equivalent positions. This application methodology provides, limited flexibility to address particularly skewed hourly rates. This also provides certain RCW or equivalent positions interim equity adjustments in circumstances where they may not otherwise be entitled to adjustments pursuant to item 3 above.

c) The parties shall meet no later than April 1, 2000, to determine how the funds referred to in (d) below shall be applied using the job evaluation plan and the principle of addressing classification with the largest disparities first as a guide for application; and,

- d) There will be equity adjustments effective as follows:
 - October 1, 2000 - 2.5% straight time salary payroll
 - October 1, 2001 - 2.5% straight time salary payroll
 - October 1, 2002 - 2.5% straight time salary payroll

e) Wage and benefit parity will be addressed in accordance with the Memorandum of Agreement (attached).

6. Reference has been made to positions which are "equivalent" to RCWs. The following is to address any issues which may arise in respect to this issue:

Jobs in the "Social Service" sector that are equivalent to a Residential Care Worker will be paid a wage rate equal to that of a Residential Care Worker. If the parties cannot agree if a specific job is equivalent to a Residential Care Worker, Stephen Kelleher will act as an "Expedited Umpire" to determine if the position is or is not equivalent. In order to assist Mr. Kelleher, the terms of Reference to determine equivalency should take into consideration similar:

- Education
- Experience
- Duties and Responsibilities
- Working Conditions
- Training

This process will apply until the issue of equivalency is established through the Job Evaluation Process.

The parties agree that they will meet prior to ratification to identify, where possible, jobs that are equivalent to a Residential Care Worker. The Union agrees to provide to CSSEA specific job titles agency names and job descriptions (where the Union has possession) where the Union believes the job is equivalent. The list is without prejudice to the job evaluation process.

7. The Union and CSSEA agree that the following principles are adopted as objectives for negotiation outcomes between employers certified by the Union and who are CSSEA members.

A) Common Language

- 1) The Parties agree that the non-monetary common language (no additional cost to the employer) agreed to at the BCGEU, CUPE, HEU, and HSA (the Unions) tables shall be incorporated in first collective agreements and renewals negotiated by CSSEA on behalf of the member employers and the unions.
- 2) There is a requirement to identify and agree on the non-monetary common language, will be incorporated in first collective agreements and renewals.
- 3) The Parties will, for each of the unions, establish separate joint committees composed of two members each from the CSSEA and the respective unions to determine the applicable common language and when the new certification will become party to a standard agreement where they exist.
- 4) In the event the parties are unable to agree on the scope or application of applicable language, any outstanding matters will be referred to Don Munroe for final and binding arbitration.

B) New Certifications

- 1) Employees will receive 2% retroactive to the date of certification, where such was granted after April 1, 1998.
- 2) Employees will receive 3% retroactive to the date of certification, where such was granted prior to April 1, 1998.
- 3) Employees to receive entitlement to all general wage increases, health and welfare benefit plans in the same quantum, six months after the effective dates for such adjustments agreed in the Memorandum of Agreement signed on May 28, 1999 between the Unions and CSSEA.
- 4) Employees shall be considered eligible for equity adjustments and all other compensation changes except those referred to in (3) above on the agreed to effective dates.

- 5) Where B3 above applies, affected employees in bargaining units certified between April 1, 1998 and May 1, 1999 will be subject to 6 month delayed effective dates (, I general wage increases and health and welfare benefits up to and including, March 31,2001.

8. Wages and Benefits - Certifications

Wages

Notwithstanding item #2 above, employees who are certified during the term of this agreement will receive a wage increase of 2% effective the date of certification. Thereafter, the following treatment will apply:

Employees who are Residential Care Workers or the equivalent will receive the appropriate wage rates as per the interim equity wage grid effective Oct. 1, 1999. RCWs or equivalent who have received an equivalent general increases (i.e. the April 1, 2000 general wage increase (d to the date of certification will not receive that increase again after certification.

Employees who are not RCWs or equivalent will participate in all equity increases subsequent to their ratification of the collective agreement on the due date of those increases and on the same basis as other employees in their job classification. Included in the first equity increase will be the amount of wage increases which applied prior to the effective date of the first equity increase, without retroactivity, except that an employee who has already received an equivalent general increase (i.e. 2%) prior to the date of certification will not receive that increase a second time.

Health & Welfare Benefit Plans

Employees who are newly certified during the term of this agreement will be enrolled all the health and welfare benefits effective the first day of the month following ratification of their collective agreement when those health and welfare benefits have been in force under the terms of this agreement for six (6) months or more as of that date. Otherwise, they will receive those benefits on the first day of the month following the month in which these health and welfare benefits have been in effect for six (6) months, and will receive all subsequent increases to those benefits as this collective agreement on the first day of the seventh month after the effective date of those increases as set out in this Agreement.

9. Employment Security Language:

The following provisions shall be incorporated into Collective Agreements between Employers represented by CSSEA (listed in Appendix A) and the respective Unions. They shall be Of, k it October 1, 1999 except that the income continuance provision of Section F will be effective October 1. 2000

A. Purpose

1. Preamble

The parties recognize the value of maintaining on-going communication and consultation concerning changes to workplace organization. The parties agree to meet to exchange information with respect to such issues at the request of either party.

The purpose of the following provisions is to maintain the principle of continuity of client care, to preserve job security, stabilize employment, and to protect as many regular employees from loss of employment.

2. HLLA Board

The parties will request the Ministry of Health and the HLAAB and to approve the addition of a position for CSSEA and CUPE in order to deal with social service related issues. position for CSSEA and CUPE in order to deal with social services related issues.

3. Employment Security

All Union members covered by this agreement will be protected by employment security as set out in out in Article F.

4. Enhanced Consultation

The Employer shall notify the Union of any proposed labour adjustment initiative accordance with the general principles of enhanced consultation.

The parties shall meet with respect to the proposed initiative and explore a means whereby matters arising therefrom may be accommodated. Specifically, the parties shall use their best efforts to achieve the permanent or interim solution which best meets the needs of the proposed initiative.

B. Job Training

At the request of either the Employer or the Union, the parties shall meet to discuss training programs for employees affected by technological change or new methods of operation; or who require general skills upgrading, which may include qualifying for new positions.

C. Definition of Displacement

Any employee classified as a regular employee shall be considered displaced for the purpose of this document, when his/her services shall no longer be required as a result of exhausting collective agreement processes.

D. Process

1. In the event of reduction resulting from any restructuring, labour adjustment, downsizing initiative, or retendering, of a Ministry contract, the Employer, together with the Unions, will canvass the bargaining units by means of a notification process to see the degree to which necessary reductions and labour adjustments generally can be accomplished on a voluntary basis, by early retirement, transfer to another employer, and other voluntary options. In the case of voluntary option, where more employees are interested in an available option than are needed for the necessary reductions, the options will be offered to qualified employees on the basis of seniority.
2. Failing voluntary resolution, positions to be reduced will be identified by the employer accordance with the collective agreement; then
 - a) the Employer shall issue displacement/layoff notices; then
 - b) the employee shall I exercise bumping rights to a comparable job with the Employer
 - c) If there is no comparable job with the Employer, the employee may exercise rights into a less than comparable job, or may opt to be placed on the regional list (registered with HLAA).
3. The parties agree that FTE reductions will not result in a workload level that is excessive or unsafe. The parties acknowledge that a primary means of ensuring that FTE's can be reduced without resulting in an excessive workload or diminishing public access to needed health services is through utilization management.

E. Transfer and Closures

1 . In the event that services or programs are transferred from one employer to another, the following will apply:

Employees will be transferred with the service or program and will port seniority. An employee can refuse a transfer if:

- a) The transfer is out of the region; or
 - b) The employee has other employment options under the collective agreement at the Employer from which the service or program is being transferred, except where transfer is a result of the closure of the Employer's operations.
2. The Employer receiving the program will determine the number and category of employees. Where the receiving Employer does not need all the employees in a category, opportunities to transfer will be based on seniority, and remaining employees will be entitled to exercise their rights under the collective agreement.
 3. Transferring employees will port seniority and will be protected from further displacement until at least the end of the present agreement, regardless of the collective agreement provisions that would otherwise apply. Note that seniority can not be used to bump employees of another Employer but only becomes ported after the employee moves into an existing vacancy.
 4. In the case of the closure of an Employer casual employees with more than three thousand nine hundred, fifteen (3915) hours of seniority acquired within the five (5) years prior to closure announcement will be covered by the provision of this article

F. Employment Security

Displaced employees shall. Following the expiration of their notice period under the collective agreement, retain employment security for a period of up to twelve (12) months during which time reasonable efforts will be made to place such employees into gainful employment. Displaced employees who refuse placement by the HLAA shall lose their HLAA registration and the employment security period will be terminated. This does not affect the employee's recall under the collective agreement.

October 1, 2000, the Employer from which a displaced employee is displaced shall pay the wages and benefits of the displaced employee for the duration of the employment security period. The HLAA, shall reimburse the Employer for any portion of the employment security period in excess of 6 months.

G. Portability of Seniority

An employee on the placement list maintains and accrues seniority.

Employees hired with the new Employer, either through a transfer or off the placement list, dovetailed into the seniority list.

H. Disputes

Disputes about the interpretation, application, or alleged violation of this Agreement in accordance with the dispute resolution process in Appendix 4 to this agreement.

1. Section 54 of the Labour Relations Code

The Parties agree that the present agreement fulfills the requirements of Section 54 of the Labour Relations Code.

J. Definitions

A generally comparable job is defined as follows:

A job with the same Employer, another Employer in the public service, public community sector which is within ten (10) percent of the rate of pay the displaced employee was receiving at the time of displacement. The rate of pay means a comparison the top step of the increment scale.

In calculating the ten (10) percent differential, the parties must include wages and the following benefits: medical, dental, extended health, group life and long term disability.

Where placement can not be made by the expiration of the layoff note period, the problem shall be referred to the HLAA, which shall have the authority (after insuring that all other reasonable options have been exhausted and that no placement opportunities are reasonably foreseeable in the immediate future) to modify the definition of "generally comparable with respect to that employee in order to increase to potential placement opportunities.

2. A "region" shall be as defined in Appendix 3 to this agreement.

10. Superior or Similar Benefits or Conditions

For the term of this collective agreement, where a collective agreement includes a superior benefit or condition, such will be maintained until the corresponding provision in this agreement meets or exceeds the superior or similar benefit or condition, This includes but is not limited to:

- BC Medical
- Dental Plan
- Extended Health Plan
- Group Life Insurance
- Group RRSP
- Long Term Disability
- Sick Leave Provisions
- Annual Vacation Entitlement

Any disputes with respect to the interpretation of whether a particular benefit or condition is superior" shall be referred to Don Munroe for resolution. resolution.

11. With respect to CUPE participation in the Job Evaluation Committee, a maximum of three (3) appointees shall be granted leave without loss of pay to attend meetings of the committee. There will be no entitlement to travel or other costs associated with attendance at such meetings.

12. Special Leave - Effective April 1, 2002

Where leave from work is required, a regular employee who has completed probation shall be entitled to special leave at his/her regular rate of pay to a maximum of ten (10) days per year for Ill, following:

1. Marriage of the employee - five (5) days;
2. Birth or adoption of the employee's child - one (1) day
3. Serious household or domestic emergency including illness in the employee's immediate family, family where no one in the employee's home other than the employee can provide care of the ill immediate family member - up to two (2) days

Employees covered by collective agreements without an annual entitlement for special leave entitled to the above effective October 1, 2001.

13. Vacation

A. Annual Vacation Entitlement

The Employer's current practice with respect to the vacation year shall be maintained.

Effective October 1, 1999, regular employees shall earn vacation entitlement as follows:

- (a) Up to one (1) years continuous service - four percent (4%) of straight time earnings or equivalent_ time off with pay,
 - (b) After one (1) years continuous service - fifteen (15) working days vacation, based on six (6%) of straight time pay.
 - (c) After three (3) years continuous service -sixteen (16) working days vacation, based oil six four percent (6.4%) of straight time pay
 - (d) After four (4) years continuous service - seventeen (17) working days vacation, based on six point eight percent (6.8%) of straight time pay
 - (e) After five (5) years continuous service - eighteen (18) working days vacation, based oil two percent (7.2%) of straight time pay
 - (f) After six (6) years continuous service - nineteen (19) working days vacation, based oil seven point six percent (7.6%) of straight time pay
 - (g) After seven (7) years continuous service - twenty-two (22) working days vacation, based eight point eight percent (8.8%) of straight time pay
 - (h) After eight (8) years continuous service - twenty-three (23) working days vacation, based on nine point two percent (9.2%) of straight time pay
 - (i) After nine (9) years continuous service - twenty-four (24) working days vacation, based on nine point six percent (9.6%) of straight time pay
- After ten (10) years continuous service - twenty-five (25) working days vacation, based on ten percent (10%) of straight time pay

During the first six (6) months of continuous service an employee may, subject to mutual agreement at the local level, take vacation leave which has been earned.

Effective October 1, 2001 - Article A. above shall be replaced by the following:

The Employer's current practice with respect to the vacation year shall be maintained.

- (a) New employees who have been continuously employed at least six (6) months prior of the, commencement of the vacation year will receive vacation time based on total completed calendar months employed to the commencement date.

New employees who have not been employed six (6) months prior to the commencement of the vacation year will receive a partial vacation after six (6) months service based on the total completed calendar months employed to the commencement date.

(b) Employees with one (1) or more years of continuous service shall have earned the vacation with pay:

1 years continuous service	15 work days
2 years continuous service	15 work days
3 years continuous service	16 work days
4 years continuous service	17 work days
5 years continuous service	19 work days
6 years continuous service	19 work days
7 years continuous service	22 work days
8 years continuous service	23 work days
9 years continuous service	24 work days
10 years continuous service	25 work days
11 years continuous service	26 work days
12 years continuous service	27 work days
13 years continuous service	28 work days
14 years continuous service	29 work days
15 years continuous service	30 work days
16 years continuous service	31 workdays
17 years continuous service	32 work days
18 years continuous service	33 work days
19 years continuous service	34 work days
20 years continuous service	35 work days

Vacation Period

The choice of vacation periods shall be granted to employees on the basis of seniority.

Splitting of Vacation Periods

Annual vacation for employees with ten (10) days vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided, subject to the approval of the Employer, provided that the following shall apply:

- (1) the Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department; and
- (2) at least one (1) block of vacation shall be at least five (5) days in duration:

Employees wishing to split their vacations shall exercise seniority rights in the choice of their first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been approved. Seniority shall also prevail in the choice of each subsequent vacation period, but only after each previous vacation period has been approved.

Annual vacations for employees with less than ten (10) work days vacation shall be granted in continuous period.

Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees

Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.

Vacation Pay

Upon receipt of fourteen (14) days written notice, the Employer shall pay to the employee, on the pay day immediately prior to the commencement of his/her vacation, an amount equivalent to his/her vacation being taken, up to the amount of vacation pay earned.

Vacations Non-Accumulative

- (a) An employee may carry over up to five (5) days vacation leave per vacation year except that such vacation carryover shall not exceed ten (10) days at any time. All vacation time not requested for scheduling or carryover by three (3) months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.
- (b) A single vacation period which overlaps the end of a vacation year shall be considered for the vacation year in which it commenced. The portion of vacation taken subsequent to 1 adjoining the end of the vacation year shall not be considered as vacation carryover, nor seniority choice for the subsequent vacation year.
- (c) Vacation time shall not be cumulative from calendar year to calendar year for employees whose vacation entitlement is equal to or greater than the vacation entitlement set out in the Health Services and Support - Health Facilities Collective Agreement.

Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 20

Reinstatement of Vacation Days - Sick Leave

In the event an employee is sick or injured prior to the commencement of his/her vacation, employee shall be granted sick leave and the vacation period so displaced shall be added 1 period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

Call-Back from Vacation

- (a) Employees who have commenced their annual vacation shall not be called back to cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all reasonable expenses incurred by himself/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to his/her place of duty and returning again to (11, which he/she was recalled shall not be counted against his/her remaining vacation time.

Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon an employee's death, to the employee's estate.

14. Sick Leave Credits

a) Premium Reduction

The following sick leave provision may be varied by mutual agreement between the Union and the Employer in the event further Employment Insurance premium reductions for eligible sick leave plans are attainable under the Employment Insurance Act.

b) Sick Leave Credits (Effective October 1, 1999)

Regular employees who have completed their probationary period shall accrue sick leave credits at the rate of 1.25 days (effective April 1, 2002 - 1.5 days) per month to a maximum of fifty six (56) days [effective April 1, 2002 - 156 days]. Upon completion of their probationary period, an employee shall be credited with sick leave back to the employee's starting date. Upon request employee shall be advised in writing of the balance of his/her sick leave credits.

Employees covered by collective agreements with an annual entitlement or monthly accrual for sick leave shall have that entitlement credited to the bank and shall accumulate in accordance with this section.

c) All sick leave credits are cancelled when an employee's employment is terminated.

15. Health and Welfare Benefit Plans

Effective October 1, 1999 Health and Welfare Plans will be provided through the Health Benefit Trust (HBT).

Eligibility

Coverage for a regular employee under these Plans will commence on the first day of the following the month in which the employee successfully completes his/her probation period or a maximum of a three-month waiting period.

Coverage under the provisions of these plans will apply to regular full-time and regular part time employees who are scheduled to work 15 regular hours or more per week.

Termination

Coverage under these Plans will terminate at the end of the month in which the employee's employment terminates except for Group Life Insurance, which shall terminate 31 days following the date of the employee's termination.

Definition of Spouse and Other Dependents

"Spouse" - includes husband, wife and common-law spouse.

"Common-law spouse" means two people who have co-habited as spousal partners for a less than one year.

"*Dependent child*" for the purposes of benefits coverage, means unmarried children until the end of the month in which they attain the age of 19 years of age if they are mainly dependent on and living with the employee or their spouse. Coverage may be extended to age 25 where the dependant is a full-time student. Unmarried physically or mentally handicapped children will be covered to any age if they are mainly dependent on and living with the employee or his/her spouse.

BC Medical

Effective October 1, 1999:

The Employer shall pay 100% of the regular monthly premiums for eligible regular employees their spouse, and dependants for medical coverage under the BC Medical Plan.

Dental Plan

Effective October 1, 1999:

Details of Plan identical to Community Health, 1996/98 Agreement except Plan coverage to include provision for cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum disease or other dental problems as approved by the Plan.

Eligible regular employees shall be provided with a Dental Plan covering 100% of the costs of the basic plan (Plan A), and 50% of Plan B.

The Dental Plan shall cover employees, their spouses and dependent children, provided they are not enrolled in another plan. The Employer shall pay 100% of the monthly premiums.

Effective April 1, 2002: Details of Plan identical to Health Facilities 1998-2001 Collective Agreement except Plan A coverage to include provision for cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum disease or other dental problems as approved by the Plan.

- (a) *Eligible regular* employees shall be provided with a dental plan covering 100% of the costs of the basic plan (Plan A), 60% of the costs of the extended plan (Plan B) and 60% of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after 12 months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per patient with no run-offs for claims after termination of employment.
- (b) The dental plan shall cover employees, their spouses and children provided they are not covered in another comparable plan.
- (c) The Employer shall pay 100% of the premium.

Extended Health Plan

Effective October 1, 1999:

(Details of Plan identical to Community Health, 1996/98 Agreement)

Eligible regular employees shall be provided with an Extended Health Plan covering 80% of eligible expenses, \$25.00 deductible per person or family.

The Extended Health Plan shall cover employees, their spouses, and dependent children; they are not enrolled in another plan. The Employer shall pay 100% of the monthly premium.

Effective October 1, 2001:

(Details of Plan identical to the Health Facilities 1998-2001 Collective Agreement through the Healthcare Benefit Trust)

- (a) The Employer shall pay the monthly premiums for extended health care coverage to I and their families under the plan.
- (b) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be \$225 every 24 months and the allowance for hearing aids will be \$600 every 48 months.

Group Life and Accidental Death and Dismemberment

Effective October 1, 1999:

Eligible regular employees shall be provided with Group Life and Accident Coverage. The Plan shall provide \$10,000 coverage, until the age of 65, and shall include accidental death and dismemberment coverage. After the age of 65 the amount of coverage shall decrease to \$5,000 until the age of 70, at which time the group insurance coverage will cease. The Employer shall pay 100% of the monthly premiums.

Effective October 1, 2000

- (a) The Employer shall provide a group life insurance plan.
- (b) The plan shall provide basic life insurance in the amount of \$25,000 (effective October 1 \$50,000) and standard 24 hour accidental death and dismemberment insurance until age c the age of 65, the amount of coverage shall decrease to \$12,500 (Effective October 1, 200, \$25,000) until the age of 70, at which time the group insurance coverage will cease. On termination of employment (excluding retirement) coverage shall continue without premium payment for a period of 31 days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of his/her group life insurance into whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.
- (c) The Employer shall pay 100% of the premium.

Long Term Disability

Effective October 1, 1999 the Employer will provide a long-term disability plan which shall be the plan provided in the Health Facilities Sector. The plan will cover regular employees who has completed their probationary period and will provide such employees who qualify with salary continuation until the age of sixty-five (65) in the event of a qualifying disability. Enrollment plan will be voluntary on a bargaining unit by bargaining unit basis. It is understood that a bargaining unit can opt in later. Those opting out will have no LTD plan unless such units already have a plan. The cost of premiums will be cost-shared between the Employer and the employee with the Employer's contribution limited to one (1) percent of the employee's basic earnings.

Effective October 1, 2002, the full cost of premiums will be assumed by the Employer and membership in the plan will be mandatory. This may occur at an earlier date if the experience of the Health Benefits Trust is that demonstrable savings are identified during the term of the collective agreement and/or projected demonstrable savings are identified

during the term of the agreement. Any such savings will in the first instance be applied to the reduction or elimination of the employee's contribution for LTD coverage prior to October 1, 2002.

The Executive Director or designate and four Union presidents or designates will forthwith constitute a committee and in consultation with government will review and report on the real and projected savings and possible outcomes. For the purposes of this article any questions as to whether and when savings are accruing, and in what amount during the term of this agreement, will be adjudicated by Colin Taylor. Without commitment being made, the government will explore with the committee the possibility of a loan arrangement to facilitate the foregoing.

The sole responsibility of the Employer following implementation of this plan is payment of its share of premiums. Benefit entitlement will be determined solely by the plan administrator.

16(a). 24 Hour Live-In Shifts

Purpose

The purpose of this memorandum is to modify the use of continuously scheduled twenty- four (24) hour live-in shifts. Employees who work shifts in excess of sixteen (16) hours and are paid at flat rate for the whole shift, will also be covered by this Memorandum.

It is the aim of the Parties to make changes to these shifts with as little disruption as possible to clients and workers. The Parties further agree to set up a local transition committee to monitor and resolve any unforeseen issues from the implementation of these changes within the individual bargaining units.

Principles

1. The Unions will provide a finite listing of the agencies that may qualify for a modification of the live-in shifts.
2. A phase in period will be required to meet the conditions of the changes. Implementation will occur after the Employer has received the additional funding from the Ministry.
3. The rates of pay for the newly created position(s) will be consistent with the rates for the classification as evaluated in the job evaluation plan.
4. Upon completion staff will work an average of no more than forty (40) hours per week. Hours of work will be paid on a straight time hourly basis in accordance with the collective agreement.
5. Staff currently working in twenty-four (24) hour shifts will be offered the newly created positions prior to the positions being posted.
6. The Parties will review the Collective Agreements of the Bargaining Units affected by the modification of twenty-four (24) hour shifts and will make any required changes to those Collective Agreements.

Transition – Aim Hi

In order to meet the increased staffing demands, two phase in periods will be required.

Phase I - No later than October 1, 2000, twenty-four (24) hour live-in shifts will be modified to sixteen (16) hour live-in shifts (B Shifts) and an eight (8) hour shift at regular straight rate of (pay).

Phase 2 - After this phase has been completed, staff should work an average of no more than (40) hours per week. Hours of work will be paid on a straight time hourly basis,

The total phase-in period will take no more than eighteen (18) months from the date of ratification.

Transition - All other Twenty -Four (24) Hour Live-In Shifts

The Parties will set up local transition committees to implement the transition to straight time hourly rates. Upon completion of the transition, employees should work an average of no more than (40) hours per week.

The total phase-in period will take no more than six (6) months from the date of ratification except Developmental Disabilities Association will take no more than twelve (12) months from the date of ratification.

16(b). **Flat Rate Shifts**

For all employees working shifts which are compensated on a daily flat rate basis, these shifts will be converted to an hourly equivalent for the purposes of calculating applicable changes to compensation.

17. **Group RRSP (Effective October 1, 1999)**

1. All regular employees, upon successful completion of the probationary period, shall have a one-time option of enrolling in the plan. Participation in the plan is voluntary. The employee must exercise the option within ninety (90) days of the plan coming into effect or upon completion of the probationary period.
2. Employee contributions to the Plan through payroll deduction will be on one (1) of the following bases:
 - 1% of regular earnings: or
 - 2% of regular earnings: or
 - 3% of regular earnings.
3. The Employer will match the contributions made by each employee.
4. Employees may increase or decrease their contribution levels, as noted in 2 above, on January 1st of each year by providing at least thirty (30) days written notice to the Employer.
5. Employer and employee contributions will be locked in on the employee's behalf.
6. Employers who currently have a Group RRSP in place, and which implement this Group RRSP pursuant to Article 25 shall terminate the current Group RRSP and contributions shall be to the new Group RRSP.
7. In the event that an Employer currently participates in the Municipal Superannuation 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).
8. Employers will ensure that all new employees are informed of the options available to them under this Group RRSP to this Appendix.

Effective October 1, 2000. If an Employer does not currently participate in a pension plan (E.G. the Municipal Superannuation Plan) then participation in the group RRSP for Employees will be mandatory. No employee shall be allowed to join both a pension plan and the group RRSP.

With respect to the group RRSP proposed by the Employers on April 28, 1999, in order to ensure the timely establishment and implementation of a group RRSP plan for the benefit of Employees in this sector, the parties to this agreement agree that Manulife Financial will continue as the transitional administrator/fund manager for all member agencies and their participating employees until the expiration of this Collective Agreement. Where an Employer already has a carrier, it will only be changed by mutual agreement. This agreement is on a without prejudice basis as to the final decision of the parties as to the jointly agreed to plan carrier.

In order to facilitate an orderly and comprehensive review of all available options, the parties shall establish a joint committee no later than October 1, 2000, to review the administration and performance of the group RRSP and assess all available options. The parties shall have equal representation on the committee and shall develop terms of reference and review which are mutually acceptable. No later than the expiration of the Collective Agreement, the parties shall agree to the selection of mutually agreed upon carrier for the group RRSP.

18. Local Issues

The Parties agree that discussions related to individual collective agreement issues which are outstanding ("local issues") will commence at the conclusion of main table negotiations. "Local issue bargaining" will conclude within 90 days of signing of the Terms of Settlement for all applicable collective agreements between the parties contained in Appendix A.

Furthermore, the Parties agree to the following principles:

- "local issues" are defined as:
 - referred from main table
 - limited in application to the Employer
 - housekeeping
- local issues must not impact on language agreed to or withdrawn at the main tables
- agreements reached at the local tables must be signed off locally
- all local issues shall be non-precedential
- local issues which are not resolved within 30 days of signing the Terms of Settlement will be referred to the bargaining principals
- local issues not resolved by the bargaining principals within 30 days will be referred to Don Munroe for final and binding decision

19. Overtime

Employees requested to work in excess of the normal daily full shift hours as outlined in Article 17 who are requested to work on their scheduled day of rest, shall be paid:

- (a) time and one-half for the first three hours (two hours effective October 1, 2001) of overtime on a regularly scheduled work day: and
- (b) double time for hours worked in excess of the three hours (two hours effective October 1, 2001) referred to in (a) above:
- (c) double time for all hours worked on a scheduled day of rest.

The compensation of overtime in (a) and (b) is to be on a daily basis and not cumulative.

The Employer and the Union recognize that the nature of the work carried out by employees in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In order to facilitate a fair and reasonable administration of this clause the Employer will draw up a policy defining the circumstances under which employees working in specific positions may undertake overtime work without prior authorization. A copy of the policy will be provided to the Union.

20. Callback

Employees called back to work on their regular time off shall be paid a minimum of two (2) hours overtime at the applicable rate, or shall be paid at the applicable rate for the time worked, whichever is greater.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives his/her automobile to work the vehicle allowance from the employee's home to the Employer's place of business and return. The minimum allowance shall be two dollars (\$2.00).

21. On-Call

- (a) Employees required to be on-call shall be paid \$1.00 per hour, or portion thereof
- (b) The minimum on-call requirement shall be four consecutive hours.
- (c) Should the employer require an employee to have a pager, beeper or a cellular phone available during their on-call period, then all related expenses for such device shall be the responsibility of the employer.

22. Paid Holidays

The following shall be designated as paid holidays:

- (a) New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.
- (b) Any other holiday proclaimed as a holiday by the federal government or the government of the province of British Columbia shall also be a paid holiday.

For an employee whose normal work week is from Monday to Friday and a holiday falls on a Saturday and is not proclaimed as being observed on another day, the following Monday shall be deemed to be the holiday. When a holiday falls on a Sunday and is not proclaimed as being observed on another day, the following Monday (or Tuesday, where the preceding section already applies) shall be deemed to be the holiday.

When a paid holiday falls on a regular full-time employee's day of rest, the employee shall be entitled to a day off in lieu of the holiday.

If a regular full-time employee is called to work on a day designated as the lieu day, the employee, be compensated at time-and-a-half for all hours worked.

An employee who is required to work on a designated holiday shall be compensated at time-and-a-half. Regular full-time employees shall also receive a day off in lieu.

Regular part-time employees shall receive 4.2% of straight-time pay instead of a day off except, for BCGEU services to women.

Casual employees shall receive 10.2% of their straight time pay in lieu of scheduled vacations and paid holidays.

Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of 115 days per year (that is, an average of two days per week plus a minimum of 11 paid holidays). If, at the end of 52 weeks dating from an employee's first scheduled shift in January, an employee has not had 115 days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of 115 days except for days for which he/she was paid overtime, accordance with the collective agreement.

23. Meal Allowance

Employees on the Employer's business away from their worksite or out of their region and X, I, I, approval of the employer shall be entitled to reimbursement for meal expenses, incurred to the maximum set out below. This article shall not apply to employees who, on a day-to day basis do not work in a fixed location.

	Effective October 1, 1999	Effective October 1, 2000
Breakfast	\$7.00	\$8.50
Lunch	\$8.00	\$10.50
Dinner	\$16.00	\$19.25

24. Vehicle Allowance

- a) An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of thirty-four cents (\$0.34) per kilometre. (**Effective** October 1, 2001: \$0.36 and effective October 1, 2002: \$0.38). Minimum daily allowance claim is to be submitted shall be two dollars (\$2.00).
- b) If the employee uses public transportation, the Employer shall reimburse the employee the cost of public transportation for all travel on the Employer's business.

25. Compassionate Leave

Compassionate leave of absence of three days with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent spouse, common-law spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. Up to an additional two days with pay may be taken associated with travel.

Such compassionate leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When compassionate leave of absence with pay is granted any concurrent paid leave credits used shall be restored.

Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

26. Required Certifications

- a) First aid requirements made pursuant to the Workers' Compensation Act shall be fully complied with.
- b) Where the Employer requires an employee to be qualified to perform first aid duties, or required to, hold certificates or licenses, the cost of renewing the required certificate shall be borne by the Employer. Time spent at the course shall be without loss of pay. Time spent in attendance at a course on a day of rest shall be compensated at straight time.

Appendix 'A'
EMPLOYER LIST
CUPE

	CUPE	Employer
I	CUPE TABLE	Central Interior Family Foundation
2.	CUPE TABLE	Children's Foundation
3.	CUPE TABLE	Community Ventures Society
4.	CUPE TABLE	Cranbrook Society for Community Living
5.	CUPE TABLE	Cresteramics Society for the Handicapped
6.	CUPE TABLE	Creston and District Society for Community Living
7.	CUPE TABLE	Delta Community Living Society
8.	CUPE TABLE	Families First Resource Society
9.	CUPE TABLE	Gateway Society
10.	CUPE TABLE	Haven Family Services Society
11.	CUPE TABLE	Kelowna & District Society for Community Living
12.	CUPE TABLE	Kootenay Society for Community Living - Castlegar
13.	CUPE TABLE	Langley Family Services Association (includes variance)
14.	CUPE TABLE	Laurel Group
15.	CUPE TABLE	Little Mountain Neighbourhood House Society
16.	CUPE TABLE	Maple Ridge - Pitt Meadows Community Services Council
17.	CUPE TABLE	Nanal:mo Association for Community Living -
18.	CUPE TABLE	Nelson & District Community Resources Society
19.	CUPE TABLE	North Okanagan Youth & Family Services Society
20.	CUPE TABLE	North Shore Disability Resource Centre (includes 2 varianccs)
21.	CUPE TABLE	North Shore Neighbourhood House
22.	CUPE TABLE	Port Alberni Association for Community Living
23.	CUPE TABLE	Powell River Association for Community Living
24.	CUPE TABLE	Professional Alternative Resources
25.	CUPE TABLE	Richmond Society for Community Living
26.	CUPE TABLE	Shuswap Association for Community Living
27.	CUPE TABLE	Southern Okanagan Association for Integrated -Community Living
28.	CUPE TABLE	Sunshine Coast Association for <u>Community Living</u>
29.	CUPE TABLE	<u>Touchstone Family Association</u>
30.	CUPE TABLE	Trail Association for <u>Community Living</u>
31.	CUPE TABLE	V1 Fineday <u>Family Shelter Society</u>
32.	CUPE TABLE	W.J. Stelmaschuk and Associates Ltd. (includes variance - <u>Oxford/Shortstop/Shellmont</u>)
I.	RENEWAL	Information Services Vancouver s
2.	RENEWAL	District 69 Family Resource Association
3.	RENEWAL	John Howard Society of the Lower Mainland, The
4.	RENEWAL	Terrace Women's Resource Centre Society
S.	RENEWAL	Unlimited Community Support Ltd.

1. NEW CERT Collingwood Neighbourhood House
2. NEW CERT David Rees Friendship Society, The
3. NEW CERT Vancouver Supported Child Care Services Society
4. NEW CERT Volare Programming Services Ltd.
5. NEW CERT Saleek Holdings Ltd.

Memorandum of Agreement
Between
Certain Employers
Represented by the
Community Social Services Employers' Association (CSSEA)

And

B.C. Government and Service Employees' Union (BCGEU)
Canadian Union of Public Employees (CUPE)
Health Sciences Association (HSA)
Hospital Employees' Union (HEU)

The parties agree to recommend for ratification the attached for settlement of the Collective Agreements in the Community Social Services Sector.

John Neilson, CSSEA
Greg Wood, Negotiator

Cliff Andstein BCGEU
Bill Harper, CUPE.
Julio Trujillo, HSA
Julie ,HEU