# MEMORANDUM OF AGREEMENT RE: LOCAL ISSUES ADDENDUM

#### In Effect Until Local Issues are Renewed

between
B.C. General Employees' Union

and

Garth Homer Society
represented by the
Community Social Services Employers' Association (CSSEA)

- 1. **Article 14.2(a)** <u>Current</u> regular hours of work are: 35 hours or more, 7-8 hours per day, depending on the assigned program.
- 2. **Article 14.2(b)(4)** <u>Current</u> regularly scheduled shifts of less than four hours are: at Herron House there is a grandfathered 2 hour shift, 2 days per week.
- 3. Article 14.2(f) Current 24-hour live-in shifts (with Ministry/CLBC service contract end date) are: n/a
- 4. List of all current programs and list of all worksites with addresses:
  - a) As of the date of this Agreement, below is the list of all current programmes and list of all worksites with addresses:

Program	Address of Worksite	
Garth Homer Centre	813 Darwin Ave, Victoria, BC V8X 2X7	
Artworks	1950 Government St, Victoria, BC V8T 4N8	
Heron House	507 Government St, Victoria, BC V8V 2L6	
Pathways Program	#105 - 771 Vernon Ave, Victoria, BC V8X 5A7	
OPTIONS Program	3100 - 4464 Markham St, Victoria, BC V8Z 7X8	
Employment Services Programs	3121 - 4464 Markham St, Victoria, BC V8Z 7X8	
Lifestreams Learning	3121 - 4464 Markham St. Victoria, BC V8Z 7X8	
Administration Office	3388B Tennyson Ave. Victoria BC V8Z 3P6	

b) The following collective agreement provisions apply as follows:

i.	13.3	Layoff	Program shall apply
ii.	14.2(e)	Additional Hours	Program shall apply
iii.	16.4	Sharing of Overtime	Program shall apply
iv.	18.2	Vacation Preference	Program shall apply
٧.	24.1(c)	Job Postings	Program shall apply

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- 5. **Article 15.4(b)** Split Shifts (current regularly scheduled split shifts are, *identify with end date of service contract: n/a*
- 6. Article 24.6 School Based and Seasonal Program Position (agreement on standard provision): n/a
- 7. Article 24.1 (c) Special Project Positions (agreement on standard provision): n/a
- 8. Article 30.3 The casual call-in procedure is:

# 8.1 Minimum Availability

- a) Casual/on call employees must be available to work an average of three (3) days per week during the period between June 15<sup>th</sup> and September 15<sup>th</sup>
- b) Casual/on call employees may request up to ten (10) days of non-availability during the June to September period. Such requests will not be unreasonably denied but will be contingent upon operational requirements.
- c) Casual on call employees at Residential Services must provide 3 weekend shifts (Friday 3 p.m. to Monday 7 a.m. as part of their availability).
- d) It is understood that the casual employee will work regularly enough to satisfy the Employer's requirements with respect to maintaining an acceptable level of training and job performance. If the Employer does not feel that the employee has worked frequently enough to meet this standard, the Employer will work with the employee to develop a plan to address the issues.

# 8.2 Shift Assignment

- a) Casual employees will be orientated and report directly to their Supervisor.
- b) Shifts will be assigned on the following basis:
  - i. All qualified casual employees will be listed in order of seniority.
  - ii. All casual employees must complete and submit an "Availability Form" by the 10<sup>th</sup> of each month for the following calendar month.
  - iii. Monthly rosters will be posted by the 15<sup>th</sup> of the preceding month with each available shift assigned by seniority, are assigned by the 17<sup>th</sup> of the month. Every casual employee is responsible to check their email by the 20<sup>th</sup> of the month for their scheduled hours of work assigned to them.
  - iv. Block bookings, i.e., 3 or more consecutive shifts required may be given in total to the most senior, casual employee available to work the block of shifts.

#### 8.3 Employee Responsibility

- a) Casual employees are responsible to:
  - Be aware of their scheduled hours of work.
  - ii. Keep the Designated Supervisor(s) updated of changes of their availability prior to being scheduled for a shift or receiving the shifts.

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#### 8.4 Shift Scheduling:

- a) Shift scheduling will be made on the following basis:
  - i. Shifts that need to be filled within twelve (12) hours will be filled in order of seniority with the Designated Supervisor moving down the list until the shift is filled.
  - ii. Shifts that need to be filled more than twelve (12) to twenty-four (24) hours will be made in the order of seniority with a fifteen (15) minute wait between calls to the next employee.
  - iii. Shifts that need to be filled with twenty-five (25) or more hours will be made in the order of seniority allowing the employee three (3) hours to respond.
  - iv. After the period specified above, shift(s) will be assigned on the basis of seniority and who has responded that they are available for the shift(s).
  - v. For residential services only:
  - vi. Shifts that need to be filled less than twenty-four (24) hours will be filled in order of seniority with the Designated Supervisor moving down the list until the shift is filled
  - vii. Shifts that need to be filled with twenty-five (25) or more hours will be made in the order of seniority allowing the employee three (3) hours to respond.
- b) Where casual staff has not been available for shifts over a three month period, the Designated Supervisor will contact the casual staff and ask if they wish to continue to be a casual employee.

## 9. Job Sharing

"Job Sharing" shall be defined as a voluntary arrangement whereby the duties and responsibilities of one (1) full-time position may be shared by a maximum of two (2) employees, with the positions' FTE hours split between them. The primary considerations for any job-share proposal to be authorized by the Employer must meet client care needs and agency operational requirements. The parties agree that job sharing shall not result in any additional cost to the Employer. Employees who would like to job share shall submit their proposal in writing to the Employer for their review. Approved job share arrangements will be signed by the employee, Union and Employer.

- 10. Client Vacation and Out of Town Assignments (agreement on standard provision): n/a
- 11. **Existing Local Issues** (list any other issues and provisions): <u>Employees hired prior to March 21, 2000 continue to maintain Christmas paid closure (3 days between Christmas and New Year).</u>
- 12. Student Employment and Work Experience Programs (agreement on standard provision): n/a

# SIGNED ON BEHALF OF THE UNION:

**BCGEU and Garth Homer Society** 

Signed by:

Michelle Cappello

Steward

DocuSigned by:

Milany De Vasconcelos Silva

Steward

-Signed by:

Kathleen Mann

**Staff Representative** 

November 20, 2024

Dated

# **SIGNED ON BEHALF OF THE EMPLOYER:**

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Geoffery Ewert

CEO

Signed by:

B9C548CD8B3842 Kevin Steeple

**Director, Client Services** 

-DocuSigned by:

Courtney Mclaculan

Courtney McLachlan CSSEA Representative