

**MEMORANDUM OF AGREEMENT
RE: LOCAL ISSUES ADDENDUM**

In Effect Until Local Issues are Renewed

*between
B.C. General Employees' Union
and
Our Place Society
represented by the
Community Social Services Employers' Association (CSSEA)*

1. **Article 14.2(a):** Current regular full-time hours of work are: 26 – 40 hours per week. Overtime will be triggered after 8 hours worked in a day, or 40 hours worked in a week with the exception of those covered by an averaging agreement.
 - (i) 12-hour shift worksites: For employees working at 12-hour shift worksites, shifts will be 12 hours in length inclusive of meal periods and paid rest periods. The agreed averaging period is two weeks.
 - (ii) 10-hour shift worksites: For employees working at 10-hour shift worksites, shifts will be 10 hours in length inclusive of meal periods and paid rest periods. The agreed averaging period is two weeks.

Article 14.2(b)(4) - Current regularly scheduled shifts of less than four hours are:

- (i) Clothing Room Attendant - 3-hour shift.
- (ii) Power washer – 3-hour shift.

Article 14.2(f) - Current 24-hour live-in shifts (*with Ministry/CLBC service contract end date*) are: Not applicable

2. 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:

Programme	Worksite	Address of Worksite
Community Services	Pandora Community Centre	919 Pandora Ave
Food Services	Various	919 Pandora Ave (multiple locations)
Facilities	Various	919 Pandora (multiple locations)
Administration	Administrative Services/ Training Toom	919 Pandora / 1027 Pandora
	Philanthropy	1027 Pandora Ave
Programme	Worksite	Address of Worksite

New Roads Therapeutic/ Recovery Community	Men's Program	94 Talcott Rd
	Women's Program	94 Talcott Rd
Housing and Shelters	MyPlace	1240 Yates St
	Capital City Centre	1961 Douglas St
	Albina Housing	2933 Albina St
	Muncey Place	3020 Blanshard St
	Pandora Night Shelter (Basement)	919 Pandora Ave
	919 Housing	919 Pandora Ave
	Caledonia Place	940 Caledonia Ave

b) The following collective agreement provisions apply as follows:

- | | | | |
|-------|---------|---------------------|-----------------------|
| (i) | 13.3 | Layoff | Worksite shall apply |
| (ii) | 14.2(e) | Additional Hours | Programme shall apply |
| (iii) | 16.4 | Sharing of Overtime | Programme shall apply |
| (iv) | 18.2 | Vacation Preference | Programme shall apply |
| (v) | 24.1(c) | Job Postings | Programme shall apply |

3. Client Vacation and Out of Town Assignments (agreement on standard provision): Not applicable
4. School Based and Seasonal Program Position agreement on standard provision): Not applicable
5. Special Project Positions (agreement on standard provision): Not applicable
6. Existing Local Issues (list any other issues and provisions): Not applicable
7. **Article 15.4(b)** Split Shifts (current regularly scheduled split shifts are, *identify with end date of service contract*): Not applicable
8. Student Employment and Work Experience Programs (agreement on standard provision).

The language agreed to between CSSEA and the BCGEU (Letter of Understanding #4(1) re: Memorandum of Agreement #1 [re: Local issues] will be the recognized process

9. **Casual Employees:**

9.1 **Minimum Availability**

(a) For Non-Peak Periods – Casual/on-call employees must be able to work:

- (i) 8 shifts inclusive of 2 overnights per month.
- (ii) Must work a minimum of 4 offered shifts per month including 1 overnight shift.

(b) For Peak Period July and August

- (i) Must provide availability for 10 shifts; inclusive of 4 overnights and 2 non-consecutive weekend shifts per month.
 - (ii) Must work a minimum of 4 offered shifts per month including 2 overnight shifts.
- (c) For Peak Period December and January 1st:
 - (i) Must provide availability for 10 shifts inclusive of 2 overnights (2 stat days for this period).
 - (ii) Must work a minimum of-5 offered shifts in December including 2 overnight shifts.
 - (iii) Must be available for two of the following 4 dates: December 25, December 26, December 31, and January 1. The Employer will either assign December 25 or 26 and December 31 or January 1 to an employee unless the employee requests to work both December 25 and 26 and/or December 31 and January 1 unless an operational emergency arises.
- (d) Employees who held and maintained casual status prior to February 1, 2023 shall be exempted from the Overnight requirements listed above.
- (e) Casual employees may email a request of non-availability if they would otherwise be unable to meet their minimum availability or minimum shifts worked requirements.
 - (i) Deadlines for non-availability requests will be submitted by November 1 for the period of January 1 – April 30, and March 1 for the period of May 1 – December 31.
 - (ii) Approvals are based on seniority and operational requirements.
 - (iii) Requests made outside of the guidelines above will be approved on a first come, first served basis, based on operational requirements, and will not be approved according to seniority.
- (f) Days which Casual Employees have indicated they are not available for shifts are not considered as Days of Rest.
- (g) Where a casual employee has not submitted minimum availability by the 10th of the month, they will drop to the bottom of the callout list for that applicable month. Employees will not drop to the bottom of the list if extenuating circumstances such as illness are a factor and have been discussed with their supervisor.
- (h) If a casual employee does not submit their availability for:
 - (i) 2 months, the supervisor will contact the employee and ask if they wish to continue as an Our Place employee; or
 - (ii) 3 months, the supervisor will address as per the collective agreement, Article 11.7 (Abandonment of position).

9.2 Article 30.3 – Casual Call-In Procedures

- (a) The Employer will fill additional shifts through their scheduling software to all available and qualified employees as follows:
 - (i) Short Notice Call-Ins are defined as shifts needing to be filled within 8 hours. Employees will have 15 minutes to respond.
 - (ii) Between 8-24 hours, employees have 30 minutes to respond.
 - (iii) Between 24-72 hours, employees will have 90 minutes to respond.
 - (iv) Between 72-167 hours, employees will have three (3) hours to respond.
 - (v) 167 hours and beyond, Employees will have 24 hours to respond.
- (b) After the period specified above, shift(s) will be assigned on the basis of seniority and the Employer will notify the most senior qualified employee who has responded that they have been awarded the shift.
- (c) For call-in shifts in Facilities and Food Services (only during after-hours), shifts will be filled in order of seniority by phone or text message in the following manner:
 - (i) Short Notice Call-Ins are defined as shifts needing to be filled within 24 hours, will be called out with no wait time between calls.
 - (ii) 25-72 hours are called out with a 90-minute window to notify the Employer that they would accept the shift. At the end of the 90 minutes, the most senior employee that notified the Employer will be given the shift.
 - (iii) 73 - 167 hours are called out with a 3-hour window to notify the Employer that they would accept the shift. At the end of 3 hours, the most senior employee that notified the Employer will be given the shift.
 - (iv) 168 hours are called with a 24-hour window to notify the Employer that they would accept the shift. At the end of 24 hours the most senior employee that notified the Employer will be given the shift.

9.3 Application of Overtime

- (a) For employees covered under the averaging agreement listed in 1. (a)(i.) above daily overtime will apply after 12 hours worked in a day.
- (b) For employees covered under the averaging agreement listed in 1. (a)(ii.) above daily overtime will apply after 10 hours worked in a day.
- (c) For employees covered under the averaging agreement listed in 1. (a) above overtime will apply after 80 hours worked bi-weekly as per Article 16.5 (a) and (b).
- (d) Permanent and temporary status Full Time staff can submit up to two days of rest a week. If no days of rest are scheduled, the two days immediately following the employee's rotation will be considered their days of rest. Call-ins on those days of rest are subject to overtime as per Article 16.5 c).

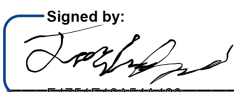
9.4 Shift Assignments

- (a) Availability and shift preference is due by midnight on the 10th of the current month for the following month. To update availability after the 10th of the month, employees must inform Scheduling via email.
- (b) Schedulers assign shifts considering the following in this order based on submitted availability:
- (i) Seniority
 - (ii) Worksite orientation
 - (iii) Operational needs
 - (iv) Preferences
- (c) Declines and Refusals
- (i) Refusals include:
- (1) Declining an offer of a shift for the period of indicated availability.
 - (2) Cancelling an accepted shift for reasons other than illness or acceptable emergency.
 - (3) Inability to reach the employee, as per the call-in procedure such as failure to respond or no room on voicemail.
 - (4) No shows that are not excused with a reasonable explanation due to extenuating circumstances.
- (d) Managing Declines and Refusals:
- (i) Declines and refusals will be reviewed on a monthly basis and more than 3 declines or refusals per month, based on the employee's given availability over a 3-month period, during the probationary period may be subject to rejection from probation. Casuals past their probationary period that have 3 or more declines or refusals each month, based on their given availability, over a 3-month period will move to the bottom of the casual call out list for the remainder for the following month.

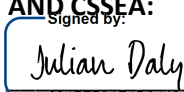
10. **Job Sharing**

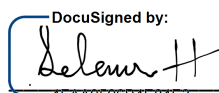
Job Sharing proposals will be considered by the Employer. Employees are required to submit a Job Share proposal to the Employer for approval. The Employer and the Union shall meet to review the proposal. Job Share proposals shall not be unreasonably denied and shall not incur any extra costs for the Employer.

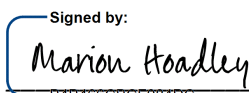
SIGNED ON BEHALF OF THE UNION:

Signed by:

F4751E18A54A420...
Jordan Shaw
Steward

SIGNED ON BEHALF OF THE EMPLOYER AND CSSEA:

Signed by:

6347F794F4B6443...
Julian Daly
CEO

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4FAA9596B4E84E3...
Selena Henderson
Steward

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Marion Hoadley
Director, Human Resources

Signed by:

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Rachel Klopp
Manager

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Staff Representative

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Joanna May
CSSEA Representative

Dated: November 18, 2024