

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

In Effect Until Local Issues are Renewed

between

B.C. General Employees' Union

And

Sooke Family Resource Society

represented by the

Community Social Services Employers' Association (CSSEA)

1. Article 14.2 - Hours of Work

Article 14.2(a): The hours of work for a full-time employees is thirty-five (35) to forty (40) hours per week.

Full-time benefits under the Collective Agreement apply to a full-time employee who occupies a position posted with this range of weekly hours. Overtime would be triggered for a full-time employee when their hours worked exceed eight (8) hours in a day or forty (40) hours in a week, subject to modified work days/weeks as set out in the Collective Agreement or in this MOA. Overtime for part-time and casual employees would be similarly triggered.

For clarity, part-time employee FTE values are calculated on the basis of a 35 hour full-time work week.

(a) Article 14.2(b)(4): The Parties agree the Employer may continue its practice of offering shifts of less than four (4) hours to employees working within the following programs:

- (i) Kingfisher Preschool: 2.75-hour shifts - supported child development pre-school support
- (ii) Family Resource Program (Sooke and West Shore): 3-hour shifts – child drop-in group program
- (iii) Family Resource Program (Sooke and West Shore): 3 hour shifts – food program workshops

2. Definition of "Programme/Worksite"

(a) As of the date of this Agreement, the programs are as follows:

Program	Program Address
Caring for Community Counseling	6672 Wadams Way, Sooke BC V9Z 0H3
Child Care Resource & Referral (Service delivery area – Sooke)	6672 Wadams Way, Sooke BC V9Z 0H3
Child Care Resource & Referral (Service delivery area – West Shore)	345 Wale Road, Victoria, BC V9B 6X2
Empowering Personal Wellness Adult Activity Club	202-2800 Bryn Maur, Langford, BC V9B 3T4
Family Development Program	6672 Wadams Way, Sooke BC V9Z 0H3
Family Resource Program (Service delivery area – Sooke)	6672 Wadams Way, Sooke BC V9Z 0H3
Family Resource Program (Service delivery area – West Shore)	345 Wale Road, Victoria, BC V9B 6X2
Kingfisher Preschool	6672 Wadams Way, Sooke BC V9Z 0H3
Pacheedaht Family Day Program	6672 Wadams Way, Sooke BC V9Z 0H3 and Pacheedaht First Nation, Kalaid St, Port Renfrew, BC V0S 1K0
Prenatal Education & Outreach	6672 Wadams Way, Sooke BC V9Z 0H3
South Island Community Connections Program (SICC)	202-2800 Bryn Maur, Langford, BC V9B 3T4
Welcome Home Program	202-2800 Bryn Maur, Langford, BC V9B 3T4
Youth Outreach & Navigator	6672 Wadams Way, Sooke BC V9Z 0H3

(b) The following collective agreement provisions apply as follows:

- (i) 13.3(a) (Layoff and Recall): this applies at the program level.
- (ii) 14.2(e) (Additional Hours): this applies at the program and worksite levels as set out below in Section 3: Article 14.2(e) and Article 30.3 – Additional Hours and Casual Call-in Procedures. To be eligible for additional shifts, an employee must be registered by the Employer to work in the program, and be oriented to it.
- (iii) 16.4 (Sharing of Overtime): this applies at the program level.
- (iv) 18.2(a) (Vacation Preference): this applies at the program level.
- (v) 24.1(c): this applies at the program level.

3. Article 14.2(e) and Article 30.3 – Additional Hours and Casual Call-in Procedures**Order of employees eligible for additional and relief hours**

- (a) Additional hours up to the allowable straight-time maximum will be offered to employees by seniority who are registered in a program call-in list, in the following sequential order:
- (i) part-time employees within the same program at a worksite;
 - (ii) other part-time employees in the same program but at a different worksite;
 - (iii) part-time employees who regularly work in other programs;
 - (iv) casual employees.

Casual employee list

- (b) The Employer will create one list of casual employees. The list will show each casual employee's eligibility to take on assignments based on the qualifications required for specific jobs at the programs.

Casual employee letters of appointment and availability

- (c) All casual employees shall receive a letter of appointment immediately upon recruitment clearly confirming their employment status and classification. This letter shall also confirm the casual employee's days and times of availability for work of a casual nature. The days and time of availability are subject to change upon mutual agreement. By three (3) months following the effective date of this local issues memorandum, casual availability shall be confirmed for current employees.

- (d) The letter shall specify that in order for the casual employee to maintain employment, the casual employee must work in any fixed 6-month period, unless excused from this requirement by the Employer or there was no offer of work.

- (e) Except where a casual employee can demonstrate bona fide reason(s), the casual employee shall be removed from the casual list and their employment will end, if they fail to work as set out above.

- (f) A casual employee who is removed from the casual list as set out above will be notified of their termination of employment following the expiration of the 6 month period, via email within ten (10) days, during which time they will have an opportunity to respond to the employer with the bona fide reason(s) above.

Advising the employer of unavailability

- (g) Employees will advise the Employer with as much advance notice as possible of any days and times that they are not available as set out in their letter of appointment or amended letter of appointment. Employees may become unavailable only for a valid reason (i.e., illness, injury, family emergency).

Short notice of vacancy

- (h) When the Employer receives twenty-four (24) hours' or less notice of a vacancy between 8 am Mondays (unless a statutory holiday, and if so, then the first business day after) and 3 pm Fridays, it may fill the first two (2) shifts of the assignment in a manner deemed most

- (i) efficient. When the employer receives forty-eight (48) hours' or less notice of a vacancy between 3 pm Fridays and 8 am Mondays (unless a statutory holiday, and if so, then the first business day after), it may fill the first four (4) shifts of the assignment in a manner deemed most efficient.

Ineligible hours

(j) The Employer is not required to offer employees any assignments that conflict with previously scheduled hours or that place employees in an overtime situation. If the employee is aware that when accepting work they would be eligible for overtime they must inform the Employer. The Employer shall then have the option of offering the assignment to the next available employee on the call-in list.

Commitment to work assigned hours

(k) Employees who accept assignments offered must work those assignment pending a valid reason for absence (i.e., illness, injury, family emergency) and will notify the Employer with as much advance notice as possible of an inability to report for work.

Method of offering hours

(l) The Employer will offer assignments to eligible employees on the call-in list by use of text messaging or other indicated form of communication if texting is not available to the employee. The Employer will advise the Union of the use of other available technologies prior to implementation. Except in the case of short notice vacancies (see above), the employee will be provided with eight (8) hours to respond to the offer of a work assignment if the Employer has less than two (2) weeks' notice of a vacancy. Where the Employer has two (2) weeks' or more notice of a vacancy, employees will be provided with twenty-four (24) hours to respond to the offer of a work assignment. Regardless of the method used, offers of work assignments will be made by seniority consistent with the process above. The employer must keep appropriate records (including date/time of notice of vacancy, date/time of offer of vacancy, names of employees offered the vacancy, vacancy details and if employees accept/decline/don't respond) so that it can prove compliance with the call-in processes outlined in this Agreement.

Miscellaneous

(m) Seniority for the purposes of the call-in processes outlined in this Agreement shall be updated every two (2) months as of the last date of the applicable payroll period. The updated list shall be made available at or in the worksite.

(n) Additional hours worked will be compensated as per Appendix A (Wage Grid). Additional hours worked by part-time employees will be used to calculate all benefits of this collective agreement except as provided in Article 27 (Health and Welfare Benefits).

4. Client Vacations, Out of Town Assignments and Field Trips

For client vacations, out of town assignments and field trips which have been approved by the Employer, the following conditions shall apply:

(a) Employee participation in client vacations, out of town assignments and field trips will be voluntary. No employee will suffer a loss of wages for declining the assignment or client vacation. A casual employee who elects not to accompany a client on a vacation or to attend an out-of-town assignment will not be penalized.

(b) Subject to employees having the training, familiarization, and compatibility with the particular client(s) so that care will be properly delivered, the assignments will be offered by seniority on the following basis to interested employees within the program:

- (i) full-time employees;

- (ii) part-time employees;
- (iii) casual employees.

(c) Assignments that exceed the scheduled hours of work of the employee(s) and that do not require an overnight stay will fall under Articles 14 and 16 of the collective agreement.

(d) For each twenty-four (24) hour period worked, the employee will receive eight (8) hours pay at regular straight time rates and an eight (8) hour day off with pay in lieu. The lieu day will be scheduled by mutual agreement and taken within six (6) months of accrual.

(e) The Employer will pay all reasonable expenses incurred by the staff while on client vacations, out of town assignments and field trips. Reasonable expenses may include transportation, accommodations, meals, and mileage where applicable. Reasonable expenses will not include alcohol, drugs, cigarettes, or items of a personal nature. Travel advances will be as per Article 26.11 and will apply to casual staff.

(f) In the event of a staff or client emergency, it shall be the responsibility of the Employer to arrange to transport staff and/or clients from the vacation site and supply necessary replacement staff if required.

5. Job Sharing

(a) The following definitions apply to this section:

- (i) “*Job Sharing*” means a voluntary work assignment in which two (2) regular employees adjust the number of hours they work by written agreement to share the responsibility of one (1) full-time position.
- (ii) “*Job Sharing Proposal*” means a document, initiated by two (2) regular employees, which outlines their request to become part-time regular employees and recommends how the duties of a position previously performed by one (1) regular full-time employee can be divided to accommodate their request.
- (iii) “*Job Sharing Arrangement*” means where two (2) part-time employees perform the duties of a position previously performed by one (1) full-time employee.
- (iv) “*Partners*” means regular employees participating in a job-sharing arrangement.

(b) Job-sharing proposals may be considered where the following criteria are met:

- (i) One of the partners proposing the job-sharing arrangement already occupies the regular full-time position under consideration and has completed the probationary period. The second partner must have completed the probationary period and must be in the same job classification. Both partners must be performing their current positions satisfactorily; or
- (ii) Two (2) partners as described above in (a) apply for one (1) full-time regular posted vacancy, as one (1) application, and both are selected as the successful candidates for the position in accordance with the factors set out in Article 24.3 – Appointment Policy. Disputes regarding selection decisions made with respect to applications submitted in accordance with this clause shall be resolved pursuant to Article 24.9 – Expedited Process.

(c) Proposals for job sharing arrangements will be forwarded to the Employer. Job sharing proposals shall include the following information:

- (i) a written statement designed by both partners requesting part-time employment in order to job share as outlined in this proposal.
- (ii) a description of the arrangements the partners will make to share necessary information with each other.
- (iii) the proposed start date for the job-sharing arrangement.
- (iv) the proposed work schedule for the job-sharing arrangement.

(d) Approval of the job sharing arrangement is at the discretion of the Employer. The job-sharing proposal will be reviewed and a copy of the Employers decision will be sent to the Union. If approved, the job-sharing arrangement will be confirmed in writing by appointing the job-sharing partners as regular part-time employees. Appointment is subject to the applicable Collective Agreement provisions. Acceptance of the appointment by the partners must be in writing. The appointment letter shall indicate that the employee's hours may be temporarily increased up to full-time, if required and with as much notice as possible, to cover the other partners absence of one (1) week or greater.

(e) Job-sharing arrangements will not result in increased cost to the Employer. Benefits, wage increments, seniority, vacations and statutory holidays for job-sharing partners will be paid on a pro rata basis per job-sharing partner. For clarity, health and welfare benefit premiums for each of the job sharing partners will be paid 50% by the Employer and 50% by each of the partners.

(f) The parties agree to the following procedures for the termination of job-sharing arrangements:

- (i) The Employer may, upon thirty (30) days' notice, terminate a job-sharing arrangement. Notification of the termination will be given to the job-sharing partners and the B.C. General Employees' Union Staff Representative. Alternatively, either job-sharing applicant may, upon thirty (30) days' notice, terminate a job-sharing arrangement.
- (ii) Subject to satisfactory performance, the most senior employee will be offered the full-time position. The onus will be on the junior employee to find alternate employment. In the event the most senior employee declines the offer of the full-time position, the onus is on that employee to find alternate employment, and the most junior employee, subject to satisfactory performance, will be offered the full-time position. Should the junior employee decline the offer of the full-time position, the onus is on that employee to seek alternate employment. The position will then revert to full-time regular status and be posted in accordance with Article 24.1 – Job Posting of the Collective Agreement.
- (iii) In the event that one of the job-sharing partners resigns the other job-sharing partner, subject to satisfactory performance, will be offered the position on a full-time basis. Job-sharing partners must provide the Employer two (2) weeks written notice of resignation. If the remaining job-sharing partner declines the full-time position, the onus is on the employee to seek alternate employment. In that case, the position will revert to full-time status and be posted in accordance with Article 24.1 – Job Posting of the Collective Agreement.
- (iv) (iv) The Parties agree that decisions to terminate a job-sharing arrangement are not grievable.

6. Special Project/Term Positions

(a) “*Special project or term position employees*” are employees hired for special projects or temporary positions without incumbents including employees hired under the auspices of the Federal or Provincial Special Employment Programs.

(b) These employees’ services shall be considered terminated upon completion of their term, project or programs if they were external hires. Those hired into special project positions as internal applicants will revert back to their previous position or status upon the expiration of the special project position, and maintain their previous status while working in the Position.

(c) The specified period of a special project or term position employee will not exceed one (1) year in duration. At the end of the term, if the special project or term is continued, the Employer will either:

(iv) post a permanent position.

(v) end the term position; or

(vi) extend the term position, provided the Union has been informed of the reason for the extension and agrees to the extension.

(d) An employee occupying a special project position will be eligible for benefits accorded to a regular employee except bumping rights and long-term disability. An employee who was previously a regular employee with full collective agreement benefits will retain full benefits while in the position.

7. Student Employment & Work Experience

The language agreed to between CSSEA and the BCGEU (Letter of Understanding #3 re Memorandum of Agreement #1 (RE: Local Issues)) will be the recognized process.

8. Non-Provincially Funded Programs

(a) Currently, the employer has the following non-provincially funded positions and programs:

(i) Kingfisher Preschool;

(ii) Family Resource Programming

(iii) Caring for Community Counselling;

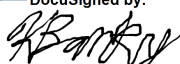
(iv) Prenatal Education & Outreach Services (eg. Doula services)

(v) Indigenous Services

(vi) Youth Navigator

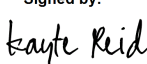
(b) The application of the collective agreement will be subject to the terms found in a separate NPF MOA

**SIGNED ON BEHALF OF
THE UNION:**

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Kate Banky
Local 301 Chairperson

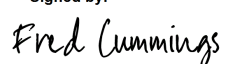
**SIGNED ON BEHALF OF
THE EMPLOYER and CSSEA:**

Signed by:

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Kelly Walker
Executive Director
Signed by:

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Kayte Reid
Human Resources Specialist

Signed by:

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Kathleen Mann
Staff Representative

Signed by:

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Fred Cummings
CSSEA Representative

Dated: January 22, 2025