

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

In effect until the Local Issues Agreement is renewed

*between
B.C. General Employees' Union*

and

*Clements Centre Society
represented by the
Community Social Services Employers' Association (CSSEA)*

1. Hours of Work

- (a) **Article 14.2(a)** - Current regular full-time hours of work are: Staffed Living, 40; Community Inclusion, Outreach and Child Development Team, 35.
- (b) **Article 14.2(b)(4)** - Current regularly scheduled shifts of less than four hours are: afterschool Program, 3 hours per day, 4 days per week (5 hours on Friday when school is in session).
- (c) **Article 14.2(f)** - Current 24-hour live-in shifts (with Ministry/CLBC service contract end date) are: N/A

2. Programmes and Worksites

- (a) As of the date of this Agreement, below is the list of all current programmes and list of all worksites with addresses:

Program	Worksite	Address of Worksite
Staffed Living	Campbell House	346 Campbell St, Duncan
	Ryall House	#1 – 6124 Ryall Rd, Duncan
	Marchmont House	#2 - 6124 Ryall Rd, Duncan
Community Inclusion	LOCAL	5856 Clements St, Duncan
	South End	3610 Princess Ave, Cobble Hill
	Supported Independent Living (SILP)	149 Canada Ave, Duncan
	Next Step	5855 Clements St, Duncan
Outreach	Supported Independent Living (SILP)	149 Canada Ave, Duncan
	Supported Employment Program (SEP)	149 Canada Ave, Duncan
Child Development Team	Early Intervention Therapies	5856 Clements St, Duncan
	Infant Development Program	5814 Banks Rd, Duncan
	Supported Child Development Program	5814 Banks Rd, Duncan
	Children's Family Support Program	5814 Banks Rd, Duncan
	Child Care Resource & Referral	5848 Clements St, Duncan

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

i.	13.3	Layoff	To apply to employees in the Worksite only
ii.	14.2(e)	Additional Hours	To apply to employees in the Worksite first, then within the Programme
iii.	16.4	Sharing of Overtime	To apply to employees in the Programme
iv.	18.2	Vacation Preference	To apply to employees in the Programme
v.	24.1(c)	Job Postings	To apply to employees in the Worksite only

3. **Client Vacation and Client Out of Town Assignments**

(a) **Voluntary Participation:** Employees may voluntarily accompany clients on out-of-town assignments or vacations, with opportunities offered based on seniority within the worksite (full-time, part-time, then casual employees). No employee will face loss of pay for declining the assignment.

(b) **Non-Overnight Assignments:** Assignments that exceed regular working hours but do not require an overnight stay will adhere to the relevant collective agreement articles

(c) **Overnight Assignments:** for each overnight stay, the employee will receive regular shift pay plus seven (7) hours in lieu. The lieu time will be mutually scheduled within 6 months of accrual. Lieu time will not be paid in cash.

(d) For client vacations/field trips which have been approved by the Employer, the following conditions shall apply:

- i. Regular pay at regular straight time rates for each 24 hour period so worked.
- ii. Reimbursement for reasonable expenses, excluding personal items.
- iii. 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.
- iv. Travel advances will be as per Article 26.11 and will apply to casual staff.
- v. Regular employees who do not go on such vacations/field trips, will be given alternate work or placed in other worksites. No loss of pay shall occur.

4. **Article 15.4(b)** - Split Shifts (current regularly scheduled split shifts are, identify with end date of service contract): N/A

5. **Article 24.6** - School Based and Seasonal Program Position agreement on standard provision): N/A

6. **Special Project Positions**

(a) The Union and Employer may agree to the creation of Special Project positions. The employer will provide the Union with all information about the nature of the position and full funding details.

- (b) Special Project positions will be posted according to Articles 24.1 and 24.2 and may not exceed 1 year in duration. At the end of the term, the Employer will either:
- i. Post a permanent position;
 - ii. End the position
 - iii. Extend the position beyond one (1) year, provided the Union has been informed of the reason for the extension and agrees to the extension.
- (c) Special Project positions will not replace or augment current positions or prevent a recall of an employee on layoff, cause a layoff, or result in a loss of work for bargaining unit employees.

7. Article 30.3 – The casual call-in procedures is:

(a) Minimum Availability

- i. Casual/on call employees must be available to work:
 - 1) A minimum of 15 shifts per month;
 - 2) A minimum of 5 of the 15 shifts noted above will be weekend shifts spanning at least 2 weekends per month for employees oriented to programs in which services are delivered on weekends;
 - 3) At least 8 of the 12 statutory holidays, including either Christmas Day or New Year's Day and 2 of the following; Labour Day, BC Day, or Canada Day;
 - 4) During the period between June 15th and September 15th, and December 15th to January 5th at any worksite they have been orientated and assigned to, casual employee minimum required availability applies.

(b) Shift Assignment

- i. Casual employees will be oriented at all programs they are qualified.
- ii. Shifts will be assigned on the following basis:
 - 1) All casual employees will be listed in order of seniority at each program where they are qualified to work.
 - 2) All casual employees must complete and submit an "Availability Form" each time their availability changes and once every 6 months at a minimum.
 - 3) Availability forms state only those shifts that the employee is not available to work will be entered on the form and in the manner indicated; i.e., D = days, E = evenings, N = nights (each worksite may have slightly different start/stop times for the shifts in that program). One may attach a calendar page with specific unavailable times.
 - 4) If an employee does not complete and submit a form to the Scheduler or designate at least 14 days before new schedule posting date, previous availability will be rolled over.

- 5) Bi-weekly rosters will be available online 14 calendar days in advance of the beginning of the work schedule. Every casual employee is responsible for checking their own schedule and for contracting the scheduler or designate if unexpected changes in her/his availability occur.
- 6) Emergency or short notice shifts, i.e., those that require filling within 12 hours will be filled by automated software, scheduler or scheduler delegate and all qualified employees will be contacted. Shifts will be assigned to the most senior employee who replied within the times specified below and is within the allowable straight-time hours.
- 7) Block bookings, i.e., 3 or more consecutive shifts required within the same program may be given in total to the most senior, casual employee available to work the block of shifts. Blocks will only be split when a casual employee is not available to fill the entire shift. Consideration will be given to a casual that can fill the majority of the shift.

(c) Employee Responsibility

- i. Casual employees are responsible to:
 - 1) Be aware of their scheduled hours of work.
 - 2) Ensure that their scheduled hours of work do not exceed 40 hours per week, or six days in a row, if the employee fills shifts at more than one program. If this is the case, the employee will advise the scheduler or designate.
 - 3) Replace availability form when necessary (in writing) 14 days prior to the new roster being posted. Will need to be handed in to the Scheduler or designate.

(d) Shift scheduling will be made by the Scheduler or designate on the following basis:

- i. For Short notice shifts:
 - 1) Shifts that need to be filled within 12 hours will be filled in order of seniority with the Manager moving down the list until the shift is filled.
 - 2) Shifts that need to be filled within 12 to 48 hours will be offered in order of seniority with a 15 minute wait between calls to the next employee.
- ii. For Advance notice shifts:
 1. Shifts that need to be filled with 49 or more hours will be made in the order of seniority allowing the employee 2 hours to respond.
 2. After the period specified above. The Scheduler will assign shift(s) on the basis of seniority and who has responded that they are available for the shift(s).

8. Job Sharing:

- (a) Definition - "*Job Sharing*" shall be defined as a voluntary arrangement whereby the duties and responsibilities of 1 full time position may be shared in a manner that would accommodate 2 employees. Any job sharing arrangement shall be in writing and signed by the employees and the Employer. The Parties agree that job sharing shall not result in any additional cost to the Employer.

(b) Prior Notification

- i. the Employer shall notify the Union, in writing, 30 days in advance of the implementation of any job sharing agreement.
- ii. The Employer shall inform the Union of existing job sharing arrangements within the bargaining unit within 60 days of the signing of this agreement.

(c) Notification of Employees

The Employer agrees to notify each employee entering a job sharing agreement of how their rights and entitlements will be affected by entering into the agreement.

(d) Number of Employees

Positions, which become the subject of a job sharing program, must remain in the Employer's staff complement as full time positions in the workplace.

(e) Seniority

Employees entering a job sharing agreement shall continue to receive full credit for seniority as provided by Article 12 of the Collective Agreement.

(f) Layoff and Recall

Where a senior employee exercises his/her rights, as provided for in Article 13 of the Collective Agreement, then the following will apply:

- i. Where the 2 employees involved in the job sharing agreement are junior to the person exercising his/her rights under Article 13, then the senior employee shall be placed in the position;
- ii. Where the employee exercising his/her rights under Article 13 is junior to 1 of the employees covered by the job sharing agreement, then the employee exercising his/her rights under Article 13 shall replace the junior employee;
- iii. Where the employee exercising his/her rights under Article 13 is junior to 1 of the employees covered by the job sharing agreement, then the employee exercising his/her rights under Article 13;

(g) Work Schedules

- i. The Employer and the Union agree that all job sharing agreements shall be in writing and must be agreed to by the employees involved.
- ii. Upon 90 days' notice, the employee shall be entitled to revert back to the shift she/he was working prior to entering the work sharing agreement. Where such a change will affect other employees' hours of work, the change shall not occur before the affected employee has been given 90 days' notice.

(h) Employee Benefits

- i. Only one employee party to this job sharing agreement shall be entitled to all Health and Welfare Benefits outlined in Article 27 of the Collective Agreement;
- ii. Sick Leave – to be prorated for each employee as provided for in Article 19 of the Collective Agreement;

iii. Vacation entitlement to annual vacation on a prorated basis for each employee as provided for in Article 18 of the collective agreement;

(i) Application of Agreement

Except as otherwise noted in these Job Sharing clauses, all of the provisions of the Collective Agreement apply to employees covered under a job sharing agreement.

(j) Termination

If the Employer wishes to terminate the arrangement, the Employer will give reasons in writing and ninety (90) days' notice.

9. Student Employment and Work Experience Programs:

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.

SIGNED ON BEHALF OF THE UNION:

Signed by:

 3D65CC8777D247E...
 Sheila Coogan
 Steward

Signed by:

 9360862F9B2C4FB...
 Kelly Henault
 Steward

Signed by:

 677F545BBD9A47E...
 Heather Joe
 Steward

Signed by:

 28C29006F4454CA...
 Kathleen Mann
 Staff Representative

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

Signed by:

 A1F373617811440...
 Dominic Rockall
 CEO, Clements Centre

Signed by:

 D17ED005A0F844B...
 Amber Woodworth
 Director, Clements Centre

Signed by:

 1659CC953125452...
 Kayla Clarke
 Director, Clements Centre

Signed by:

 F19CCBC7A278453...
 Mark Slobin
 CSSEA Representative

November 20, 2024

Dated