

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

B.C. General Employees' Union (BCGEU)

*and*

Catholic Charities of the Archdiocese of Vancouver (Men's Shelter)

*represented by the*

Community Social Services Employers' Association of (CSSEA)

**1. Article 14.2 - Hours of Work**

The hours of work for a regular full-time employee shall be 7.5 to 8 hours per day and 37.5 to 40 hours per week, exclusive of unpaid meal breaks.

**2. Definition of "Programme/Worksite"**

13.3(a)	Layoff	(Programme will apply)
14.2(e)	Additional Hours	(Programme will apply)
16.4	Sharing Overtime	(Programme will apply)
18.2	Vacation Preference	(Programme will apply)
24.1(c)	Job Posting	(Programme will apply)

As of date of signing, there are two programmes:

1. Emergency Shelter Program
2. Recuperative Care (Medical Respite) Program

**3. Special Project Employees**

(a) "*Special project employees*" are employees hired for special projects for a specified period of time not to exceed one year or as mutually agreed between the Employer and the Union. This includes employees hired under the auspices of a Federal or Provincial Special Employment Program. The Employer will provide the Union with information about the nature of the position, including funding details.

(b) Special project positions exceeding three months will be posted in accordance with Article 24.11(a) (Temporary Vacancies) and may not exceed one year in duration. If the position continues beyond one year, the Employer will either:

- 1) Post a permanent position;
- 2) end the special project position; or
- 3) extend the special project beyond one year, provided the Union has been informed of the reason for the extension and has agreed 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 existing bargaining unit employees.

- (d) Special project employees will be union members.
- (e) Such Employees will be considered casual if they are an external hire.
- (f) For internal appointments, Article 24.11(b) and 24.11(d) (Temporary Vacancies) will apply.
- (g) Upon completion of a special project, the employment relationship for employees described in (e) will end. For employees described in (f) they will return to their former position (e.g., regular to regular or casual to casual).
- (h) With respect to grant sponsored programs, which require a letter from the union to be attached to the application, the union will make every reasonable effort to respond to the employer within 14 days of receipt provided the employer has provided the information required.
- (i) The rate of pay will be in accordance with the collective agreement, except where funding is constrained and the parties mutually agree to a different rate. The employer will make every reasonable effort to overcome funding constraints to pay special project employees the applicable collective agreement wage rate.

#### **4. Article 30.3 – Casual Call-in Procedure**

For the purposes of Article 30, “call” may refer to electronic app notification, text or email.

##### **a) Availability:**

- 1) Qualified casual employees will be called for available shifts in order of seniority, after permanent part-time employees oriented to the program are offered the shifts. All shifts shall be filled first by straight-time hours. The next person must be called if the first available person on the list has reached their maximum hours on that day or pay period. The employee is responsible for informing the caller if accepting the shift will put them into overtime.
- 2) Casual employees will provide their availability to the Employer by the 10<sup>th</sup> of each month for the following calendar month using the form provided by the Employer. The employee will circle the date and time in which they are available. Employees will only be called for the date(s) and time(s) circled on the availability sheet.
- 3) Casual employees may select the program(s) in which they wish to work, by circling the specific program on the call-out sheet, and must complete training and orientation prior to being placed on the call-in list for those programs.
- 4) Casual employees who accept shifts offered must work those assignments except where they have a bona fide reason for the absence as contemplated by Clause 30.10 (Absences) e.g., illness, injury, emergency, or other reasonable circumstances. The employee will notify the Employer of such absence as soon as possible prior to the start of the shift. In circumstances where a shift is accepted and later declined by an employee on two occasions within a 30 consecutive day period, for reasons other than those captured in 30.10, the employee will be placed at the bottom of the call-in list for the 30 consecutive days from the last incident.

##### **b) Shift Assignment:**

- 1) Part-time employees who have indicated they wish to work additional hours will be listed in order of seniority and will be offered available work before it is offered to casual employees.
- 2) All casual employees will be listed, in order of seniority and by program.
- 3) If a block of shifts (two or more consecutive shifts) become available, the manager, or designate, will call these shifts out in blocks. If the senior casual employee is already booked to

work part of the block they will be offered the opportunity to accept the longer assignment and if accepted, their previous assignment will be offered as a block to other casual employees.

4) Casual employees who, in a period of three months, and for reasons other than injury, illness or serious family emergency, refuse five shifts for which they have submitted availability will drop to the bottom of the casual list for the following calendar month.

5) The manager will send a registered letter to casual employees who have not worked any shifts for three months to determine if the casual employee wants to remain employed. Casual employees who have not worked any shifts for six months will be deemed to have resigned. This clause will not apply when the Employer has not offered any shifts to the employee over the six-month period.

**c) Calling Procedures:**

Employees who have submitted availability will be simultaneously called.

The call out procedure will be as follows:

1) When shifts need to be filled within 24 hours, employees will have 15 minutes to respond and, at the end of that 15-minute period, the shift will be awarded on the basis of seniority to the employee who has responded that they are available for the shift.

2) When shifts need to be filled between 24 hours and seven days, employees will have two hours to respond and, at the end of that two-hour period, the shift will be awarded on the basis of seniority to the employee who has responded that they are available for the shift.

3) When shifts need to be filled more than seven days in advance, employees will have 12 hours to respond and, at the end of that 12-hour period, the shift will be awarded on the basis of seniority to the employee who has responded that they are available for the shift.

4) If a shift is not filled and there is less than seven days before the shift is to commence, the procedure outlined in 2) above, will be followed.

5. All calls must be recorded in a logbook which shall include all information required by Article 30.3(b) of the collective agreement. The Employer will provide a list of acronyms to be used in recording the logbook.

**5. 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) dated April 7, 2016, will be the recognized process.

**6. Client Vacations and Out of Town Assignments**

Not applicable. The Employer does not require employees to accompany a client on vacation or take an out-of-town assignment.

**7. School Based or Seasonal Program Employees**

Not applicable. The Employer does not employ School Based or Seasonal Program Employees.

**SIGNED ON BEHALF OF  
THE UNION:**

DocuSigned by:

*Megan Cawood*

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Megan Cawood  
Staff Representative

Signed by:

*Eric Manny*

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Eric Manny  
Steward

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

DocuSigned by:

*Marisa Ruggier-Andrews*

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Marisa Ruggier-Andrews  
Human Resources Director

Signed by:

*Kathryn Rogers*

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Kathryn Rogers  
CSSEA Representative

Date: January 28, 2025