

MEMORANDUM OF AGREEMENT #1

RE: LOCAL ISSUES ADDENDUM

between

BC General Employees' Union (BCGEU)

and

Central Okanagan Emergency Shelter Society

represented by

Community Social Services Employers' Association of (CSSEA)

1. Definition of "Worksite" *Numbers "1." & "2." switched in order

13.3(a)	Layoff	Classification
14.2 (a)	Hours of Work	Classification
14.2(e)	Additional Hours	Classification
14.2(g)	Extended Hours Shifts	Classification
16.4	Sharing of Overtime	Classification
18.2(a)	Vacation Preferences	Classification
24.1(c)	Job Postings	Worksite
30.3	Casual Call-in Procedures	Classification

"Worksite" constitutes one worksite.

2. Article 14.2(a) – Hours of Work

The normal full-time hours of work, exclusive of an unpaid meal period, are seven point five hours per day, 37.5 hours per week, or equivalent.

For Adult, Youth & Child Workers normal full-time hours of work are 10 hours per day and an average of 35 hours per week averaged over an eight-week rotation of four-on-four off.

Overtime applies for all classifications after 40 hours per week.

3. Article 15.4(b) - Split Shifts

This does not apply to the Employer

4. Article 30.3 – Casual Call-In Procedures

Where the Employer determines hours of work that need to be assigned to cover absences that are expected to be three months or less, or to augment staffing during peak periods, the following process will be followed:

(1) **Procedure for Availability**

- (a) On the first day of each month, employees choosing to work casual or additional hour's shifts will submit their dates and hours of availability for the following month (i.e. June 1st for the month of July) using the Employers electronic system. Casual employees must show their availability for one of each type of shift (e.g., Day, Evening and Overnight) each week.
- (b) By the 5th day of the month in which the availability was submitted, (i.e. June 5th), the schedule for the following month (i.e. July) will be posted. In creating that schedule, the Employer may assign casual or additional hours in blocks pursuant to the process set out in Article 14.2 of the Collective Agreement. As of the 6th of the month (i.e., June 6th), casual or additional hours shall be assigned pursuant to Article 30.3 (2) below.
- (c) The availability will be submitted to the specific program where the employee is qualified to work. If a casual employee fails to submit their availability, declines or fails to work a minimum of three available shifts in a three consecutive month period, they will be deemed to have resigned.
- (d) A casual employee will not be expected to be available for assignments at any time the employee is ill or injured and unable to perform the duties of work assigned to them. A casual employee who becomes ill or injured, other than while at work, will notify the Employer prior to being assigned work. Valid and substantiated medical illness or an approved leave of absence will not count as declining a shift under (c) above.
- (e) A casual employee may gain the status as a regular employee only by successfully bidding into a regular job vacancy.
- (f) Regular full and part-time employees will maintain their current regularly scheduled days of work. Additional hours may be worked under Article 14.2(e), and employees may accept a shift of longer duration on their regularly scheduled day of work as long as it does not result in Article 15.3 change over premium or overtime.
- (g) At the Employer's request, casual employees must work two of the following: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day plus no fewer than three other shifts between December 15th and January 7th, no later than November 5th, a casual will indicate which days they are available to work. Where inadequate numbers of employees have indicated availability, employees will be required, in reverse order of seniority, to change their selection. Closer to the actual coverage requirements, if there appears to be less work available than stated availability, employees will be offered, in

seniority order, the right of first refusal for the actual work occurring on their assigned statutory holidays.

- (h) During peak periods from June through September casual employees must work a minimum of six days per month at the Employer's request. In this same timeframe, casuals may be approved for two weeks of vacation provided there are sufficient other casual staff available to work.
- (i) Once availability has been provided through the Employers electronic system, it cannot be changed except by mutual agreement.

(2) **Procedure for Calling Casuals:**

Pursuant to Article 30.3 (1)(c) above, as of the 6th day of a month (i.e. June 6th), casual and additional hours for the balance of that month (i.e. June) and the following month (i.e. July) shall be assigned following the procedure set out in this article.

Hours that must be assigned shall be offered to employees on an individual shift basis and not as blocks.

- (a) Employees shall be offered work electronically, and simultaneously, by seniority in the following order:
 - (b) Full-time whose hours are less than Article 14.2(a)
 - Part-time
 - Casual;
 - in accordance with the Collective Agreement and whose hours are less than outlined in Article 14.2(a) so as to not trigger overtime.
- (c) Employees must inform the supervisor or designate when the offered work hours will trigger overtime.
- (d) The manner in which employees shall be called to work shall be as follows:
 - Call-out shifts needing to be filled will be offered in order of seniority as follows:
 - 4 hours or less notice shifts are offered with a 5-minute window for staff to notify the employer that they would accept the shift using the same electronic communication. At the end of the 5 minutes, the most senior qualified employee that notified the Employer will be given the shift.
 - Greater than 4 hours but less than 24 hours notice -15-minute window for staff to notify the Employer that they would accept the shift using the same electronic communication. At the end of the 15 minutes, the most senior qualified employee that notified the Employer will be given the shift.

- Greater than 24 hours but less than 96 hours notice - shifts will be offered with a 60-minute window for staff to notify the Employer that they would accept the shift using the same electronic communication. At the end of the 60 minutes, the most senior qualified employee that notified the Employer will be given the shift.

- More than 96 hours notice – shifts will be offered with a 24-hour window for staff to notify the Employer that they would accept the shift using the same electronic communication. At the end of the 24 hours, the most senior qualified employee that notified the Employer will be given the shift.

- In the event of a dispute, the employer must keep appropriate records of call outs consistent with Article 30.3 of the collective agreement and make them available to Union upon request in the event of a dispute.

5. Client Vacations and Out of Town Assignments

This does not apply to the Employer

6. School Based or Seasonal Program Employees

This does not apply to the Employer

7. Special Project Employees

This does not apply to the Employer

8. Student Employment and Work Experience

The process described in the Letter of Understanding re: Summer Student Protocol between BCGEU and CSSEA, dated April 7, 2016, is incorporated into this local issues agreement and will apply to student employment and work experience programs.

BCGEU and Central Okanagan Emergency Shelter Society

Union Proposal

**SIGNED ON BEHALF OF
THE UNION:**

DocuSigned by:

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 Wynn Hartfelder
 Local Bargaining Committee Representative

DocuSigned by:

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 Wendy Huggan
 Local Bargaining Committee Representative


DocuSigned by:

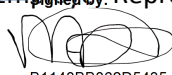
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 Alyssa Fulkerson
 Local Bargaining Committee Representative


DocuSigned by:

 93D18B0F7F6C455...
 Brittney Janecki
 Union Bargaining Association Representative

**SIGNED ON BEHALF
OF THE EMPLOYER:**

Signed by:

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 Anita McGee
 Employer Representative

Signed by:

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 Michelle Dickie
 Employer Representative

Signed by:

 664593706CE8469...
 Mike Jackson
 CSSEA Representative

Dated this 5th day of February, 2025

DH/CWP
MoveUp
COESS local issues – 2024 proposal package