

MEMORANDUM OF AGREEMENT #1

Between

British Columbia General Employees' Union (BCGEU)

And

Chimo Community Services Society

Represented by the

Community Social Services Employers' Association of (CSSEA)

RE: Local Issues Addendum

1. Definition

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

**Upon signing of this Memorandum of Agreement, the Employer agrees to provide the Union with a current list of worksite names and addresses. Chimo will provide updates to the Union should any changes occur. The Union agrees to keep the Transition House and the Crisis line addresses strictly confidential.*

2. Article 14.2 – Hours of Work

The hours of work for a full-time employee will be 35 hours per week and seven hours per day; however, the hours of work for a full-time employee at Nova Transition House will be 40 hours per week and eight hours per day.

**Upon signing of this Memorandum of Agreement, the Employer agrees to provide the Union with a current list of regular full-time and regular part-time shifts by worksite. The Employer agrees to provide updates to the Union should any changes occur.*

3. Article 26.2 – Paydays

Employees shall be paid every other Friday by direct deposit

4. Article 30.3 Casual Call-In Procedures

(a) Availability

- 1) Employees registered for casual work shall notify the Employer in advance of the dates and times when they will be available for work in the coming calendar

month. This will be submitted to the local supervisor by the 15th of each month for the following month's availability.

- 2) Casual employees are required to be available as follows:
 - i. For a minimum of six of the statutory holidays in the calendar year, including Christmas Day or New Year's Day
 - ii. For a minimum of two weekends in each month; and
 - iii. For the full range of shift times including overnights
- 3) Failure to submit availability by the 15th of the months shall indicate unavailability for that next month's schedule. The Employer shall provide the casual employee written notification providing advance notice of the consequences of non-availability. Failure to submit availability for four consecutive months without authorization from the local supervisor for a leave of absence, in accordance with Article 30.4 – Leaves of Absences, shall result in the casual employee being removed from the casual list. In such cases the Employer will advise the employee, in writing, that they have been removed from the casual list.
- 4) In the event a casual employee refuses an assignment for which they have signified availability for reasons other than illness, injury, or serious family emergency, it will be recorded as a "refusal". Casual employees who refuse work two times in an availability period shall be placed at the bottom of the casual list for the next availability period. These casual employees shall be returned to the appropriate place on the casual list for the subsequent availability period.
- 5) For those employees whose availability remains constant, a letter may be submitted to the Employer outlining ongoing availability, for consideration in each month's schedule.

(b) Regular Bookings

- 1) All attempts to book for casual work made by telephone or in person shall be recorded in Casual Call-out Log Forms indicating, the initials/signature of the person making the call, the time and date of the call, the shift they are attempting to fill, and whether the employee accepts, declines or does not respond.
- 2) Casual employees shall inform the Employer of the most effective means of contacting them for scheduling work.
- 3) Where the shift is occurring within 24 hours, calls shall be made in order of seniority and the work offered to the first person available.
- 4) Where the shift is occurring between a 24 hour and 72 hour time frame, the calls shall be made in order of seniority within a 10 minute interval between calls.
- 5) Where the shift is occurring outside a 72 hour time frame, calls shall be made in order of seniority with a 60 minute interval between calls.

5. Job Sharing

(a) Definition

"Job-Sharing" shall be defined as: A voluntary work arrangement whereby the duties and responsibilities of one full-time position may be shared in a manner that would accommodate two 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

The Employer shall notify the Union, in writing, 30 days in advance of the implementation of any Job-Sharing Arrangement.

(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 position in the workplace.

(e) Seniority

The seniority of each employee entering into a Job-Sharing Agreement shall continue to be calculated in the same manner as prior to the Job-Sharing Agreement.

(f) Layoff and Recall

Where a senior employee exercises their rights as provided in Article 13 of the Collective Agreement, the following shall apply:

- 1) Where the two employees involved in the Job-Sharing Agreement are junior to the person exercising their rights under Article 13, then the senior employee shall be placed in the position;
- 2) Where the employee exercising their rights under Article 13 is junior only to one of the employees covered by the Job-Sharing Agreement, then the employee exercising their rights under Article 13 shall replace the junior employee;
- 3) Where the employee covered by this Job-Sharing Agreement has been displaced pursuant to Article 13 of the Collective Agreement, they shall have full rights as provided under Article 13.

(g) Work Schedules

- 1) The Employer and Union agree that all Job-Sharing Agreements shall be in writing and must be agreed to by the employees involved.
- 2) Upon 90 days' notice, the employee shall be entitled to revert back to the shift they were working prior to entering the Job-Sharing Agreement. Where such a change will affect the other employees' hours of work, the change shall not occur before the affected employee has been given 90 days' notice.

(h) Employee benefits

- 1) Employees party to this Job-Sharing Agreement shall be entitled to all Health and Welfare Benefits outlined in Article 27 of the Collective Agreement. If this results in any additional costs to the Employer, the employees will either agree that one employee will be covered by the health and welfare benefits, or each employee will share the costs of the benefit premiums in excess of the Employer's required benefits premium costs for the position if there was no Job-Sharing Agreement.
- 2) Sick leave to be prorated as provided for in Article 19 of the Collective Agreement.
- 3) Vacation entitlement to annual vacation on a prorated basis as provided for in Article 18 of the Collective Agreement.

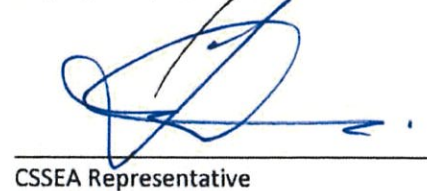
(i) Termination

If the Employer wishes to terminate the job-sharing agreement, the Employer will give reasons, in writing, and 90 days' notice.

SIGNED ON BEHALF OF THE UNION:


Local Bargaining Committee Representative
Union Bargaining Representative

SIGNED ON BEHALF OF CSSEA:


Employer Representative
CSSEA Representative

Dated this 28 day of July 2022.