

Memorandum of Agreement #1
In Effect Until Local Issues are Renewed
Between
B.C. General Employees' Union ("Union")
And
Island Crisis Care Society ("Employer") Represented by the
Community Social Services Employers' Association (CSSEA) Local Issues Agreement

(1) Clause 14.2 (Hours of Work)

Clause 14.2(a): The hours of work for a full-time employee is 40 hours per week.

Overtime will be triggered for a full-time employee when their hours worked exceed eight hours in a day or 40 hours in a week, subject to modified workdays/weeks as set out in the Collective Agreement or in this MOA. Overtime for part-time and casual employees will be similarly triggered.

Shifts at the Orca Place and New Castle Place worksites are currently comprised of eight-hour or 10-hour shifts governed by Clause 14.2(g). The Union will not unreasonably deny agreement to other shift lengths.

Full-time employees working 10-hour shifts may work up to four shifts per week. These employees will be paid at overtime rates in accordance with Article 16 (Overtime) for shifts exceeding 10-hours, their normal shift length, or if they work additional shifts in excess of 40 hours in a week

(2) "Programme" or "Worksite"

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

Program	Program Address
Samaritan Place	702 Nicol Street, Nanaimo, BC, V9R 4V1
Samaritan Place - Bridge to Housing	702 Nicol Street, Nanaimo, BC, V9R 4V1
Newcastle Place	250 Terminal Avenue N, Nanaimo, BC, V9S 4J5
Orca Place	222 Corfield Street South, Parksville, BC, V9P 2M4
Crescent House	1126 Seafeld Crescent, Nanaimo, BC, V9S 5K5
Safe Harbour House	880 Victoria Road, Nanaimo, BC, V9R 4R8
The Bridge	870 Victoria Road, Nanaimo, BC, V9R 4R8
Hirst House	151 Hirst Avenue East, Parksville, BC, V2P 2H3
Mary's Place	6682 Dover Road, Nanaimo, BC, V9V 1A6
Head Office	3 – 2025 Bowen Road, Nanaimo, BC, V9S 5W6
LifeSkills	3 – 2025 Bowen Road, Nanaimo, BC, V9S 5W6
Project Rise	3 – 2025 Bowen Road, Nanaimo, BC, V9S 5W6
David's Place	4854 Fairbrook Cres, Nanaimo, BC, V9T 6L6

(b) The term “worksite” is based on the individuals or group of individuals served who are cared for by a common team of regular status employees. A location may constitute one worksite, or there may be more than one worksite per location based on the above. A regular employee may work at more than one worksite.

(c) The term “programme” is based on similarity of services provided, and which may apply to multiple worksites. The current programme definitions at the Employer are:

- (i) Supportive Recovery
- (ii) Shelter Services
- (iii) Assisted Living Facilities
- (iv) Community Outreach

(d) Supportive Housing - The following collective agreement provisions apply as follows:

- (i) Clause 13.3(a) (Layoff and Recall): this applies at the worksite level.
- (ii) Clause 14.2(e) (Assignment of Additional Hours) – this applies at the worksite, then programme level, as set out below in Section (3) Call-In Procedures. To be eligible for additional shifts, an employee must: be registered by the Employer to work with the client(s) at the worksite and be oriented to the worksite as set out below in Section (3) Call-In Procedures.
- (iii) Clause 16.4 (Sharing of Overtime) – this applies at the worksite level.
- (iv) Clause 18.2(a) (Vacation Preferences) – this applies at the worksite level.
- (v) Clause 24.1(c) (Job Posting) – this applies at the worksite level.

(3) Call-In Procedure

Clause 14.2(e) is replaced, and supplemented by the call-in process under Clause 30.3 (Casual Call-In Procedures) as follows:

- (a) For the purpose of casual work there are 2 geographical areas: Nanaimo Region and Oceanside region.
- (b) Availability Forms are to be filled out for the region or geographical area that employees are hired to work in. Casuals can only work in programs they have been trained in, that are in their region, unless there is an urgent need for them to work in another region. Employees must submit an updated availability sheet, in writing, to the Employer if there are any changes to their original submission.
- (c) The deadline for submitting Availability Forms is the 1st of the month for the following month, e.g., Availability Forms for April are due on March 1st.
- (d) Casual employees who do not submit an Availability Form for three months shall be deemed to have resigned from their employment with the Employer. The Employer will notify the casual employees in writing of the resignation, providing an opportunity for the casual employee to rebut within 10 days and to demonstrate that there were reasonable grounds for not submitting availability.
- (e) Part-time employees who wish to work additional hours up to their full-time maximum must submit an Availability Form. Employees must submit an updated availability sheet, in writing, to the Employer if there are any changes to their original submission. Qualified regular employees shall be

offered work in accordance with their recorded availability in order of seniority. Refusals do not apply to regular employees. These hours are in addition to their regular shift and will not replace their regular shift.

(f) Additional hours up to the allowable straight-time maximum will be offered to employees, within the same classification, by seniority who are registered in a worksite call-in list, who have submitted availability, and is qualified in alternate programs in the following sequential order:

- (i) part-time employees at the same worksite;
- (ii) part-time employees qualified to work within the region;
- (iii) casual employees qualified to work within the region;
- (iv) part-time employees who are qualified to work in other regions;
- (v) casual employees who are qualified to work in other regions.

(g) The Employer may call out shifts in blocks which is an assignment made up of more than one shift to cover a single absent employee. To support continuity of care and client wellbeing, and to be eligible to work an assignment, an employee must be available for and accept the entire work assignment offered. If an employee is not eligible or available for the entire assignment, the next available senior employee on the call-in list would be considered for it. Upon exhausting the call-out process for the assignment, the employer will then modify the assignment as it deems most efficient, and any modified blocks of work will then be offered by seniority.

(h) 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.

(i) Casual employees must ensure that they continue to meet the eligibility criteria as follows:

- (i) Be available and willing to work at least 10 shifts per month.
- (ii) Be available and willing to work two weekends each month.
- (iii) Be available and willing to work five night shifts each month.
- (iv) Be available to work on Christmas Day or New Year's Day.

(j) Casual availability will be as per article 30.11, "Minimum Availability" as per the collective agreement. Employees who accept assignments offered must work those assignments pending a valid reason for absence (e.g., illness, injury, family emergency) and will advise the Employer (Program Manager or designate) with as much advance notice as possible, of any days and times that they are no longer available. Employees may become unavailable only for a valid reason (e.g., illness, injury, family emergency).

(k) It is the responsibility of casual employees to ensure that the employer is kept notified of their current mailing address, telephone number and availability.

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

(m) Refusals are when a casual employee:

- (i) Is unavailable for, or declines a shift for which they have indicated they are available, except for a valid reason; or

- (ii) Does not return a call or text within twenty-four (24) hours; or
- (iii) Has not notified the employer of changes to their availability.
- (n) After the third refusal within a sixty (60) consecutive day period, the casual employee shall be placed at the bottom of the casual call-in list for the following six months. If the employee has three refusals in the 60-day period following the third refusal they will be deemed to have resigned their position, except where a casual employee can demonstrate a valid reason(s) for the refusals.
- (o) Employees not available to work shifts that they have previously indicated availability for will not be recorded as having a shift "refusal", provided that they notify their Employer (Program Manager or designate) of the inability to work the shift due to a valid reason. Should the employee not notify the Employer of such circumstances, in regard to their availability, they will be recorded as having a shift "refusal".
- (p) Where casuals are contacted outside of their availability and decline work, they will not be considered to have declined work for the purpose of (n) above.

Call-In Procedure

- (i) Shifts that need to be filled with more than 72 hours of notice will be in the order of seniority using the following procedure:
 - (1) Text or call by telephone as requested on the employee's availability sheet.
 - (2) If no answer by telephone, or the line is busy, then immediately redial to rule out a misdial. Leave a message if there is a voicemail.
 - (3) Wait 10 minutes.
 - (4) Redial if you have been unable to leave a voicemail.
 - (5) If there is still no answer, or if it is still busy, proceed to the next senior person on the list.
- (ii) Shifts that need to be filled within 72 hours will be filled in order of seniority using the following procedure:
 - (1) If there is no response to text, no answer or the line is busy, immediately redial to rule out a misdial.
 - (2) If there is still no answer or it is busy, proceed to the next most senior person on the list.
- (iii) All calls must be recorded in the logbook. The logbook shall show:
 - (1) The time of the call/text;
 - (2) The employee being called;
 - (3) The shifts they are being offered;
 - (4) Whether the employee accepts, refuses or does not respond;
 - (5) The name and signature of the person calling.

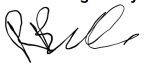
(4) Out of Town Assignments

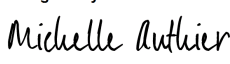
- a) Out-of-town assignments that exceed the scheduled hours of work of the employee(s) and that do not require an overnight stay will fall under Articles 14 (Hours of Work) and 16 (Overtime) of the collective agreement.


- b) The Employer will pay, where applicable, all reasonable pre-approved expenses such as transportation, accommodation, meals, and mileage, as per Article 26 (Payment of Wages and Allowances) including for a casual employee. Travel advances, including for a casual employee, will be as per Clause 26.11 (Travel Advance).
- c) In the event of staff or client emergency, it will be the responsibility of the Employer to arrange to transport the staff and/or client from the out-of-town assignment site and supply necessary replacement staff, if required.
- d) School Based or Seasonal Programs
N/A
- e) Special Project employees
- (i) *“Special project employees”* are employees hired for a specified period of time for special projects as mutually agreed between the Employer and the Union including employees hired under the auspices of a federal or provincial special employment program. Wage rates will be subject to mutual agreement between the Employer and the Union.
- (ii) These employees’ services shall be considered terminated upon completion of their project if they were external hires. Those hired into special project positions as internal applicants will revert back to their previous position and status upon the expiration of the special project position and maintain their previous status while working in the position.
- (iii) The specified period of a special project employee will not exceed one year in duration. At the end of the term, if the special project is continued, the Employer will either:
- post a permanent position;
 - end the special project position; or
 - extend the special project position, provided the Union has been informed of the reason for the extension and agrees to the extension.
- (iv) Such employees shall be members of the Union and eligible for benefits accorded to a regular employee except bumping rights and long-term disability. A regular employee who is placed into a special project position will remain a regular employee with full collective agreement benefits while in the position.
- f) Split Shifts
Does not apply
- g) Pay Days
- i. Employees shall be paid biweekly, on alternate Fridays.
 - ii. Employees will have their pay directly deposited into the financial institution of the employee’s choice.
 - iii. Where it has been determined that there is a discrepancy on a pay cheque and/or payday, at no fault of the employee, the Employer shall arrange for the employee to be provided with pay within three business days.

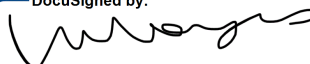
SIGNED ON BEHALF OF THE UNION


SIGNED ON BEHALF OF THE EMPLOYER AND
CSSEA


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November 27, 2024

Date