

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

*Between:*

*BC General Employees' Union (BCGEU)*

*And:*

*Atira Women's Resource Society*

*Represented by:*

*Community Social Services Employers' Association (CSSEA)*

**1. Article 14.2 (a) Hours of Work**

- a) Where single staffing occurs at a worksite, meal periods will be paid. Atira will undertake to minimize single staffing at all worksites.
- b) Early Care and Learning Centres: Full-time hours of work in childcare are 40 hours per week. Full-time shifts will be 8.5 hours in length inclusive of meal periods and paid rest periods. Shifts can be extended up to 9 hours inclusive of a one-hour unpaid meal period by mutual agreement of the employee and employer. Shifts will be scheduled Monday to Friday between 7:15am and 6:30pm. If the worksite uses a rotational schedule, all employees including team leads will be included in the rotation.
- c) Women's Services 12-hour shift worksites: For employees working at 12-hour shift worksites, shifts will be between 12 and 12.5 hours in length inclusive of meal periods and paid rest periods. The agreed averaging period is four weeks. Full-time hours of work for these workers will average between 156 and 160 hours every four weeks (equal to 13 12-hour shifts). See article 14.2(g) for process for implementation or cancellation of extended shift schedules.
- d) Women's Services 10-hour shift worksites: For employees working at 10-hour shift worksites, shifts will be between 10 and 10.5 hours in length inclusive of meal periods and paid rest periods. The agreed averaging period is four weeks. Full-time hours of work for these workers are 160 hours every four weeks. See article 14.2(g) for process for implementation or cancellation of extended shift schedules.
- e) All other worksites: Full-time hours of work are between 36-40 hours per week. Shifts will be between 8 and 8.5 hours, inclusive of meal periods and paid rest periods. Full-time employees can have reduced hours by mutual agreement of the union and the employer with a minimum of 30 hours per week.

2. Application of Overtime

- a) Daily overtime will apply for time worked in excess of the regularly scheduled shift, irrespective of its length, at the worksite as per Collective Agreement Article 16.5.
- b) For the purposes of the application of double time as outlined in Article 16.5, workers working extended shifts will have two consecutive rest days per week outlined in their offer of employment.

3. Portfolios (referred to as programmes in the Collective Agreement) or worksites, by Collective Agreement Article

- a) Article 13.3(a)

Worksite will apply
- b) Article 14.2(e)

Worksite then Portfolio (programme)
- c) Article 16.4 Sharing of Overtime

Worksite then Portfolio (programme)
- d) Article 18.2(a) Vacation Preference

Worksite will apply
- e) Article 24.1(c) Job postings

Worksite will apply
- f) The placement of a new worksite or new portfolio (programme) as a category in this list, will be made by mutual agreement of the Employer and the Union.
- g) The placement of new relief workers arising out of the application of Article 30.8 will be placed in a relief pool as per policy and staffing requirements.

List of Portfolios (programmes) and Worksites:

Portfolios (referred to as programme in the Collective Agreement)	Worksite
Pool #1 - Early Care and Learning Centres	-Maxxine Wright -Mamook Klee -The Alex -Willow -River Run -Seksik
Pool #2 - Early Care and Learning Centre Victoria	-Aerie
Pool #3 - Residential: Vancouver 1	-New Beginnings -Veronica Block -Miyotehew -Sorella -Sisele -Rice Block -Florence Pierce -Secord

Pool #4 - Residential: Vancouver 2	-Bridge (including Sue Bujold) -Imouto/Oneesan -Aneki -Sereena's -Empress -Sisterhood Shelter -Sisters' Shelter -Sisters' Square
Pool #5 - Residential: Surrey, Burnaby, Port Coquitlam, Richmond	-Little's Place -Little's Too -Shimai Transition House -Shimai Drop-In -Maxxine Wright Second Stage -Maxxine Wright Shelter -Ama -Durrant -Katherine's -Koomseh -Maggie's -The Alex -Cadence
Pool #6 - Non-Residential: Vancouver	-Esemkwu -Vancouver Outreach Office (Women's Health and Safety, Legal Advocacy, Counselling, Cultural Support, Housing Outreach Vancouver, PEACE Program)
Pool #7 - Non-Residential: Surrey, Burnaby, Port Coquitlam	-Housing Outreach Surrey -Surrey Outreach Van -Maxxine Wright Pregnancy Outreach -Maxxine Wright Peace Program -Correctional Services Canada Outreach – 132 -Waaban – Outreach -Waaban – Elder in Residence
Pool #8 – Administration: Vancouver	-Admin Office Vancouver -Admin Office Surrey

#### 4. Article 30.1 and 30.3 Casual Call-In Procedures

a) Except for as indicated in (d) below, additional hours up to the allowable straight-time maximum will be offered to employees by seniority in the following sequential order, provided the employee is trained and qualified to work at the worksite:

- i) Full-time employees at the worksite
- ii) Part-time employees at the worksite

- iii) Casual employees in the Portfolio (programme) (as indicated in above chart), including regular part-time employees who have asked to be added to the causal list for the Portfolio.
- b) Prior to accepting a shift, employees are responsible to inform the scheduler if the offered shift would trigger overtime (written approval required) or break any scheduling rules:
  - i) Exceed 160-hours in a 4-week period (two pay periods);
  - ii) Working back-to-back shifts;
  - iii) Working more than 16 hours (this is prohibited);
  - iv) Working 6 days in a row – staff must provide email consent agreement to work the 6th day at regular time (employees must have 24-hour break after 6 days of consecutive work);
  - v) Without 2 consecutive days off after 5 consecutive days worked; and/or
  - vi) Full-time employees working on one of their two rest days.
- c) The Employer must keep appropriate records in accordance with Article 30.3
- d) Priority for call-outs will be given to Indigenous employees for Indigenous worksites, irrespective of pool. At Indigenous worksites, shifts should be allocated by seniority as outlined in 4(a) above to Indigenous employees first. If no Indigenous employee is available, shifts will then be offered in the order sequence outlined in 4(a) above to non-Indigenous employees.
- e) Employees will be offered shifts by call and voicemail. The Employer will consult the Union about the adoption of other technologies for call-out prior to implementation, as referenced in Article 30.9.
- f) Time between calls
  - i) Shifts that need to be filled within 12 hours are called out with no wait time between calls.
  - ii) 12-48 hours are called out with a 15 min window to notify the Employer that they would accept the shift. At the end of 15 min, if multiple employees have notified the Employer the shift will be given to the employee according to the order outlined in 4(a).
  - iii) 49 hours – 7 days are called out with an 8-hour window to notify the Employer that they would accept the shift. At the end of 8 hours, if multiple employees have notified the Employer the shift will be given to the employee according to the order outlined in 4(a).
  - iv) More than 7 days are called out with a 24-hour window to notify the Employer that they would accept the shift. At the end of 24 hours, if multiple employees have notified the Employer the shift will be given to the employee according to the order outlined in 4(a).
- g) Regular part-time employees who would like to work additional hours up to 160 hours total per four weeks and have requested to be added to the casual pool for their Portfolio will provide their availability to the Employer. Changes to relief pool membership will be updated on the first of every month.

h) Casual employees will inform the Employer of their availability. Employees will notify the Employer of any changes to their availability at least two weeks in advance in writing, following the approved procedure.

i) Minimum availability:

Extenuating circumstances which alter availability to below the minimum must be communicated in writing to the Employer as soon as possible and mutually approved, and will not be unreasonably denied.

i) All Women's Services and Residential:

Casual employees (not including Early Care and Learning Centre casual employees) must be available to work a minimum of at least one shift on at least three calendar days per week (Sunday through Saturday) including one weekend calendar day. Casuals also must be available for at least half paid holidays listed under Article 17.1, which must include Christmas and/or New Year's Day.

ii) Early Care and Learning Centres:

Casual employees must be available to work a minimum of three shifts per week (Monday through Friday) including paid holidays that are not statutory holidays. Due the geographical distance between locations, employees can indicate in their availability which sites they are available to work at – employees must be available to work at least three locations.

j) Casual employees can request periods of non-availability using the approved process. Approvals are based on seniority and operational requirements. Requests will not be unreasonably denied.

k) Casual job postings will include the Portfolio (programme) relief pool that the casual will be assigned to. Casuals can switch relief pools by mutual agreement of the employee and the Employer if there is a bona fide reason. Requests will not be unreasonably denied. Changes to relief pool membership will be updated on the first of every month.

l) Before a casual employee can be scheduled at a worksite, they will be adequately trained at that worksite.

## **5. Sharing of overtime – Collective Agreement Article 16.4**

a) Shifts being called out at overtime rates should be called out by seniority in the same order as #4(a) above.

## **6. Special Project Positions:**

a) "Special Project Employees" are employees hired for a specified period for special projects or practicums as mutually agreed between the Union and the Employer, including employees hired under the auspices of a federal or provincial special employment program. This includes student employees and work experience programs, except those covered by Letter of Understanding #4 for Canada Summer Jobs Program. The Employer will provide the Union with all the information about the nature

of the proposed special project and funding details. Such employees will be members of the Union considered regular employees for purposes of the Collective Agreement, except for Collective Agreement Article 13.4 Bumping and Collective Agreement Article 27.8 Long-term Disability. 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 such employee the applicable collective agreement rate. Existing regular employees who have permanent positions and post into special projects roles will retain the right to return to their permanent position when the special project position expires. Hours accrued in special project positions will count towards seniority. Special project positions may run for up to 12 months.

b) Special project positions will be posted according to Clauses 24.1 (Job Postings) and 24.2 (Information in Postings). The posting will also include the length of the term and it may not exceed 12 months in duration. At the end of the term, the Employer will either:

- i) Post a permanent position;
- ii) End the special project position;
- iii) Extend the term position beyond one year, provided the Union has been informed of the reason for the extension and agrees to the extension.

c) Special project employees will not replace or augment the 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.

**7. School Based or Seasonal Program Employees – n/a.** Prior to the creation of these positions, the Union and the Employer will mutually agree to the terms and conditions in a Memorandum of Agreement which will be incorporated into this Local Issues Agreement in the next round of bargaining.

**8. Client Vacations and Out of Town Assignments:** Not applicable. The Employer will not require employees to accompany a client on vacation or take an out of town assignment.

**9. Split Shifts:** Not applicable. There will be no split shifts.

**Signed on behalf of the Union:**

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Staff Representative


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**Signed on behalf of the Employer:**

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Mamta Dhillon  
Executive Director of People and Culture

**Signed on behalf of CSSEA:**

Signed by:  
  
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Vanessa Wong  
CSSEA Representative

Dated: November 7, 2024