MEMORANDUM OF AGREEMENT RE: LOCAL ISSUES ADDENDUM

between

B.C. General Employees' Union (BCGEU)

and

Community Builders Group (CBG)

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 will be eight hours per day and 40 hours per week inclusive of mealtimes.

Every reasonable effort will be made to ensure that no regular employee is assigned to work less than four hours in a given day with the exception of emergency situations.

2. Definition of "Programme/Worksite" - as identified in 13.3(a) (Layoff), 14.2(e) (Additional Hours), 16.4 (Sharing of Overtime), 18.2 (Vacation Preference), 24.1(c) (Job Postings).

There are six programmes at CBG:

Shelters - Inclusive of Metson Shelter and Hornby Shelter

Downtown Eastside - Inclusive of Dodson Rooms, Patricia Hotel, Gastown Hotel

South Vancouver - Inclusive of Aster Place and Reiderman Residencies

Central Downtown - Inclusive of Yale Hotel, Metson Rooms, Granville Villa

East Vancouver - Inclusive of Naomi Place, Alewem

Respites - Inclusive of Granville Respite and Burrard Respite

If the Employer opens a new site, they will consult with the Union on which programme the new site belongs to.

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

3. Article 30.3 - Casual Call-in Procedures

a) Casual Availability

(1) Casual employees will be offered work assignments in order of their seniority provided they are qualified to work in the classification applicable to the work required to be done. Eligibility for call-in will be by programme not worksite.

- (2) All casual employees will receive a letter of appointment immediately upon recruitment clearly confirming their employment status and their classification. This letter will also confirm the casual employee's days and times of availability for work.
- (3) The letter will specify that in order for the casual employee to maintain employment, the casual employee will work the minimum availability as outlined in the collective agreement.
- (4) An availability form agreed to by the Employer and the Union will be used by casual employees to indicate when they are available to work. Should an employee wish to increase their general availability they may do so at any time. Should an employee wish to decrease their availability they may do so by submitting a new availability form with 21 days' notice. The Employer will not unreasonably deny a request for change of availability.
- (5) Casual employees must cancel their shift on the scheduling app, to cancel shifts with less than 24 hours' notice. Cancellations with less than 3 hours' notice prior to the scheduled shift must be cancelled by contacting the applicable line.
- (6) If a casual employee refuses to accept a shift for which they have stated their availability and it is for reasons of injury, illness, serious family emergency, it will not be considered a refusal of shift.
- (7) A casual employee who, within a two-month period, cannot be reached or has refused three calls, will be placed at the bottom of the call-in list for one month for a first infraction and for two months for a second or subsequent infraction.
- (8) Where more than one shift is available, the shift of the longest duration will be assigned to the senior person.
- (9) Casual employees must be available for a minimum of three shifts per week. Casual employees must be available for the summer months of June, July, and August. Casual employees must be available to work on eight of the 13 statutory holidays per year, one of which must be Christmas, New Year's Eve Day (afternoons or overnights) or New Year's Day, and one of which must be Labour Day, Canada Day or British Columbia Day.
- (10) Casual employees may submit their preferred statutory holidays in advance to the Human Resources Department. A Casual employee with greater seniority may choose not to work the statutory holiday for which they have stated availability if a Casual employee with less seniority has also stated availability for that shift. Notwithstanding the above, every effort shall be made to accommodate a Casual employee's vacation requirements during the summer months. Such accommodation shall not be unreasonably denied.
- (11) Casual employees who have passed their probationary period and are attending school may apply to the Employer to have their availability covered under student status. Student status is defined as a Casual employee who is not currently required to meet the minimum availability requirements as agreed to in this Local Issues agreement if they are currently enrolled and attending an educational program. School registration documentation may be required to grant student status. It is understood by the parties that when that Casual is not participating in school, they are expected to meet the Casual minimum requirements as above. Where student status is granted, the minimum weekly availability will be reduced to two shifts per week.
- (12) As per Article 14.2(e) part-time employees will be offered additional hours by seniority up to the straight-time maximum before work is offered to casual employees.
- (13) The Employer will only contact those casual employees, who are qualified to work in that job classification via the scheduling system app. Employees will receive mobile push notifications

when shifts become available. Where an employee does not wish to download the app and has previously requested and received an exception in writing from the Employer, the Employer will contact them at a designated primary contact number (text, email, cell or home phone), provided by the employee to Community Builders Group and listed on the staff telephone list. Part-time employees will be offered shifts in order of seniority prior to casual employees in order of seniority.

(14) By mutual written agreement between the Employer and the union designate, an employee may be contacted by alternate means of communication. Where the Employer and the union designate execute such an agreement, the agreement will also address the amount of time the employee will have in which to respond. to call.

b) Call-In Procedure

Shifts that need to be filled outside of 72 hours will be in order of seniority using the following procedure:

- 1. The employer will send a push notification via the scheduling system
- 2. Wait 15 minutes
- 3. If the shift is not accepted, proceed to the next senior person on the list

Shifts that need to be filled between 24 and 72 hours will be in order of seniority using the following procedures:

- 1. The employer will send a push notification via the scheduling system
- 2. Wait five minutes
- 3. If the shift is not accepted, proceed to the next senior person on the list

Shifts that need to be filled within 24 hours will be filled in order of seniority using the following procedure:

- 1. The Employer will send a push notification via the scheduling system
- Wait two minutes
- 3. If the shift is not accepted, proceed to the next senior person on the list

Employees who have received a push notification and did not respond in the appropriate time frame, may still accept the shift in the scheduling system if it has not yet been picked up by anyone else.

All such push notifications sent via the scheduling system will be recorded in a log maintained for the purpose which will show:

- The time and date of the push notification
- The employee being contacted
- The shift they are being offered;
- Whether the employee accepts or does not respond;
- In the event of a dispute, the Union shall have access to the logbook and shall be entitled to make copies.

The call-in procedure may be amended by mutual agreement to meet individual program preferences/needs.

4. 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.

5. School Based or Seasonal Program Employees

Not applicable. The Employer does not have school based or seasonal programs.

6. Special Project Employees

Not applicable. The Employer will not utilize special project employees.

7. Student Employment and Work Experience Programs

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

SIGNED ON BEHALF OF THE UNION:	SIGNED ON BEHALF OF THE EMPLOYER:	
DocuSigned by: Megan Cawood EB13E53278A7447	DocuSigned by:	
Megan Cawood	Julie Roberts	
Staff Representative	Executive Director	
— Signed by: Nachally Wisi	Irden Thandi	
Rachel Berting	Arden Thandi	
Steward	Human Resources Manager	
Date:	Signed by: The Daly BD671A64376C427 Ted Daly CSSEA Representative	

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