

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

In Effect Until Local Issues are Renewed

Between

B.C. General Employees' Union

and

Wellspring Support

represented by the

Community Social Services Employers' Association (CSSEA)

1. Hours of Work:

- (a) **Article 14.2(a)** – The hours of work for a full-time employee is 30-40 hours per week.
 - i. 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 and in this MOA. Overtime for part-time and casual employees will be similarly triggered.
- (b) **Article 14.2(b)(4)** – Currently regular scheduled shifts within existing programmes of less than four hours in length will continue. Programmes are listed in the table below under 2(a).
- (c) **Article 14.2(f)** – Current 24-hour live-in shifts (with Ministry/CLBC service contract end date) are: N/A.

2. Definition of “Programme/Worksite”: “Programme” or “Worksite”

- (a) As of the date of this Agreement, below is the list of all current programmes and list of all worksites with addresses:

Programme	Worksite	Address of Worksite
Community Inclusion	Quadra Location	100/101-3939 Quadra Street
	West Shore Location	101/103-3194 Jacklin Road
Before and After Community Inclusion Support	Various	Various
Supportive Independent Living (SIL)	Supportive Independent Living (SIL)	Various
Personalized Supports Initiative (PSI)	Various	Various

- (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. Management reserves the right to deploy staff to an alternate worksite, as required.
- (c) The term “programme” is based on similarity of services provided, and which may apply to multiple worksites.
- (d) The following collective agreement provisions apply as follows:
- | | | |
|-------------|---------------------|-----------------------|
| i. 13.3 | Layoff | Worksite shall apply |
| ii. 14.2(e) | Additional Hours | Worksite shall apply |
| iii. 16.4 | Sharing of Overtime | Worksite shall apply |
| iv. 18.2 | Vacation Preference | Worksite shall apply |
| v. 24.1(c) | Job Postings | Programme shall apply |

3. Article 30.3 – Casual Call-In Procedures

3.1 Shift Assignment and Availability:

- (a) Casual employees and regular status 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.
- (b) Qualified regular employees shall be offered work in accordance with their recorded availability in order of seniority. These hours are in addition to their regular shift and will not replace their regular shift.
- (c) Employees will declare their preferred method of communication on their availability form whether that be by phone call, or text.
- (d) Availability is due by midnight at the 10th of the current month for the following month. To update their availability after the 10th of the month, the employee must email management to provide an update.
- (e) 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 termination, providing an opportunity for the casual employee to rebut within 10 days and to demonstrate that there were reasonable grounds for not submitting availability.
- (f) 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 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).

3.2 Call-In Procedures:

- (a) The Employer will fill additional shifts through their scheduling software to all available and qualified employees as follows:

- i. Short Notice Call-Ins are defined as shifts needing to be filled within 8 hours. Employees will have 10 minutes to respond.
 - ii. Between 8-24 hours, employees have 30 minutes to respond.
 - iii. Between 1-3 days, employees will have 90 minutes to respond.
 - iv. Between 3-7 days, employees will have three (3) hours to respond.
 - v. 1 week and beyond, employees will have 24 hours to respond.
 - vi. After the period specified above, shift(s) will be assigned on the basis of seniority and the Employer will notify the most senior qualified employee who has responded that they have been awarded the shift.
- (b) In the event of an emergency, or if the software is temporarily unavailable, shifts will be filled in order of seniority by phone or text message in the following manner:
- i. Short Notice Call-Ins are defined as shifts needing to be filled within 24 hours, will be called out with no wait time between calls.
 - ii. Shifts outside of 25 hours are called out, in order of seniority, with 5 minutes between calls until the shift has been filled.
- (c) Shift filling for vacation or other anticipated absences will be filled by using a shift bidding system in the following manner:
- i. The Employer will enter the available shifts into the software system a minimum of 2 weeks before the start of the shift.
 - ii. Employees will bid on the shift that they are interested in by using the software
 - iii. One week before the start of the shift the employer will assign the shifts to the most senior employee.
 - iv. The software system will notify the most senior person that they have been awarded the shift.

4. Client Vacation and Out of Town Assignments: N/A.

5. School Based and Seasonal Programme Position agreement: N/A.

6. Special Project Positions:

- (a) "Special Project Employees" are employees hired for a specified period of time, not to exceed six months for special projects or as mutually agreed between the Employer and the Union.
- (b) Such employees shall be members of the Union and eligible for benefits accorded to a regular employee except bumping rights. 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.
- (c) 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.
- (d) Employees will be paid at the applicable wage rates under the collective agreement. Should funding constraints be an issue, wage rates shall be subject to mutual agreement between the

Parties, however, the Employer will make every reasonable effort to pay such employees at the applicable wage rate in the collective agreement.

- (e) 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 six (6) 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 position by a further six (6) months not to exceed 1 year, provided the Union has been informed of the reason for the extension and agrees to the extension.
- (f) 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. Summer and Winter Closure:

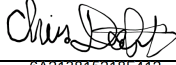
- (a) When the worksites are closed for Summer Break in August and Winter Break in December, employees will be given the following options:
 - i. To use their vacation hours to cover the period.
 - ii. To take an unpaid leave of absence for that period.
 - iii. Any other option that the Employer and employee can mutually agree upon.


8. Article 15.4(b) – Split Shifts: N/A.

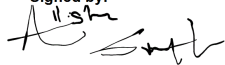
9. Student Employment and Work Experience Programs

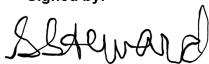
The process described in the Letter of Understanding re Summer Student Protocol between BCGEU and CSSEA, dated April 7, 2016, is incorporated into this local issues agreement and will apply to student employment and work experience programs.

**SIGNED ON BEHALF OF
THE UNION:**

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Chris Doberstein
Steward

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Nicolette Larminay
Steward

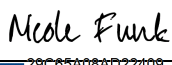
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Allisha Smith
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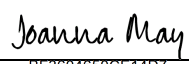
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Kathleen Mann
Staff Representative

**SIGNED ON BEHALF OF
THE EMPLOYER AND CSSEA:**

DocuSigned by:

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Nicole Funk
Executive Director

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Director of Programs

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Joanna May
CSSEA Representative

Dated: December 2, 2024