

## **Memorandum of Agreement**

*Between*

**Our Place Society (OPS)**

**(“Employer”)**

*and*

**British Columbia General Employees’ Union (BCGEU)**

**(“Union”)**

**(Together, the “Parties”)**

**Re: Labour Adjustment Plan Agreement for Capital City Centre and the Tower at Muncey Place.**

### **WHEREAS,**


- a) The Employer’s contract with BC Housing to operate the Capital City Centre will end no later than June 1, 2025.
- b) The Employer has been awarded with a BC Housing contract to operate the Tower at Muncey Place and will be assuming operations from the Victoria Cool Aid Society effective October 1, 2025.
- c) This agreement is a result of the Parties working in good faith to develop a Labour Adjustment Agreement.
- d) The Employer is committed to reducing job loss as a result of the program ending, and to ensuring that changes cause minimal disruption to employees’ professional lives.
- e) The parties wish to have a seamless transition through this change and minimize disruption to employees, and the Employer.
- f) This agreement protects the rights and obligations of the Parties and outlines the terms of the Labour Adjustment Plan Agreement.
- g) All terms of the collective agreement shall prevail unless otherwise referenced in this Labour Adjustment Agreement.

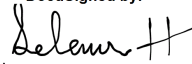
### **NOW THEREFORE,** the Parties agree as follows:


- a) Employees impacted by closure of Capital City Centre will be presented with their options as per Clause 13.3 (Layoff) of the collective agreement. Employees will be granted their preferred options in order of seniority.
  - i. to be placed on the casual call-in and recall lists with no loss of seniority;
  - ii. to be laid off and be placed on recall status with no loss of seniority;
  - iii. to bump a junior employee from a current list of junior positions available to bump under Clause 13.4 (Bumping);
  - iv. to apply for an available vacancy, with reference to the list of vacancies. If the employee applies but is not the successful applicant, this does not prejudice their right to options (i) to (iii) above; or

- b) The new vacancies created at the Tower at Muncey Place will be posted in accordance with the Clause 24 (Job Postings) of the collective agreement and a list of those vacancies will be provided to the displaced employees.
- c) Should a displaced employee from Capital City Centre be awarded a position at the Tower at Muncey Place, the Employer will guarantee them work within their regularly scheduled hours and classification until the new program is opened.
- d) Once the bumping process for the displaced employees from Capital City Centre has been completed and the internal postings have closed, the Employer will offer the remaining vacancies at the Tower at Muncey Place to displaced Victoria Cool Aid Society employees.
- e) The parties agree that displaced employees who are qualified can be awarded a vacancy as per point 4 without an interview, as long as they are the most senior applicant overall.
- f) The parties agree that in accordance with MOA #10 (Continuity of Service and Employment) displaced employees from Victoria Cool Aid Society who opt to transfer will have their seniority, wage step, wage increment hours and continuous service date ported to Our Place Society.
- g) Displaced Victoria Cool Aid Society employees eligible for Extended Health and Welfare Benefits shall be enrolled into the Employer's plan without a waiting period.
- h) Should there be a delay in the start date for an employee in their vacancy or bumping choice, the Employer will ensure that the employee suffers no loss of pay, benefits, or seniority.
- i) Subsequent employees affected by bumping will be offered these same options.
- j) For the purposes of the collective agreement and the local issues agreement the Tower at Muncey Place will be considered the same worksite as Muncey Place.
- k) All approved vacation requests from displaced employees shall be honoured.
- l) Should matters not contemplated within this Labour Adjustment Agreement arise, the Parties agree to discuss and may agree to amend this Labour Adjustment Agreement.
- m) This agreement is made without prejudice and without precedent to the interpretation or application of the collective agreement, or any other agreements between the Parties.

**Signed on behalf of the Union:**

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Heather Furneaux, Steward

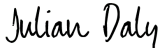
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Selena Henderson, Steward


Signed by:  
  
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Jordan Shaw, Steward

Signed by:  
  
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Kathleen Mann, Staff Representative

Dated: May 23, 2025

**Signed on behalf of the Employer:**

Signed by:  
  
6347F794F4B6443...  
Julian Daly, CEO

Signed by:  
  
99F972CB245448F...  
Leah Young, Director of Housing and Shelters