

# MEMORANDUM OF AGREEMENT

- BETWEEN -

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 523-12

# CUPE

- AND -

NORTH OKANAGAN YOUTH & FAMILY SERVICES SOCIETY



# NOYFSS

*"Errors and Omissions Excepted"*

This Memorandum of Agreement between the parties constitutes final settlement of all outstanding collective bargaining issues with respect to the new Collective Agreement. All of the terms and conditions of the previous Collective Agreement will remain in effect except as set out in this document.

It is understood by the parties that the changes will apply on April 1, 2022, except as noted and are subject to ratification by both parties. This Memorandum of Agreement is subject to ratification by the principals of the parties hereto and both parties agree to recommend to their respective principals, acceptance of all terms and conditions herein.

Memorandum of Agreement #1

Between

North Okanagan Youth and Family Services Society

And

CUPE Local 523

As of **March 30<sup>th</sup>, 2022**

RE: Local Issues – North Okanagan Youth and Family Services Society

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**NEW (AMEND AS REQUIRED)**

**Land Acknowledgement – We acknowledge that North Okanagan Youth and Family Services is located on the unceded and traditional territory of the Silyk/Okanagan first nations people.**

**NEW ARTICLE (RENUMBER AND AMEND OTHER ARTICLES AS REQUIRED)**

**Program/Worksite**

The terms “Program” and “Worksite” shall be defined as follows:

“Program” – Means a North Okanagan Youth and Family Services Society unionized position classification.

“Worksite” – Is the building location used as the base of operations for an employee.

The application of Program or Worksite for those Articles Identified below shall be as follows:

Article 13.3(a) Layoffs	- Program
Article 14.2 (e)(2) Hours of Work (additional hours)	- Program
Article 16.4 Sharing Overtime	- Program
Article 18.2 (a) Vacation Preference	- Program
Article 24.1 (c) Job Postings (amalgamating hours)	- Program

## 9) ARTICLE 30.3 Casual Call-In Shift Procedure

### AMEND

#### PREAMBLE:

The Employer will investigate an new online method for scheduling (ie. Onlinecalendar/app) and report back to the Union by December 31, 2019. When the Employer institutes a new online system, training will be provided, on paid time, to all affected employees. (See: Other Issues).

All new employees will receive paid training on the scheduling program that is in use at the time of hire. If the scheduling program is replaced all employees will receive training on the new system.)

All employees will be eligible for call-in shifts and will submit an expression of interest form by the 15<sup>th</sup> of April of each year (or upon hire) and be placed on the casual call-in list. Employees shall provide their preferred method(s) of contact and contact information (i.e., phone, text, email). It is the responsibility of the employee to inform the Employer of any changes to their contact information. Should an employee provide two preferred methods of contact, the Employer will use both.

All employees on the casual call-in list will be offered shifts in order of seniority provided they are qualified and eligible. The casual call-in list will be updated and posted monthly on all Union boards and copied to the Union President or designate: **Recording Secretary and NOYFSS Unit Chair.**

### DELETE

The Parties agree to renew this letter of understanding on March 27, 2019 for a period of 30 days to allow the Employer time to present to the Union a permanent scheduling plan. The Union will then hold a vote of membership as required by the LOU to determine whether the proposed scheduled is deemed suitable.

NEW

LETTER OF UNDERSTANDING #1

BETWEEN

NORTH OKANAGAN YOUTH AND FAMILY SERVICES SOCIETY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523

RE: Hiring of Students

The Parties agree that there is a benefit in hiring students while enrolled in a post-secondary program, and that the terms of hiring a student shall be as follows:

1. Student is defined as a student registered in a recognized post-secondary institution.
2. The wage rate for students shall be grade level nine (9), step one (1)
3. Students shall be members of CUPE Local 523
4. Students shall not be eligible for benefits found within the collective agreement except for holiday pay and those specified under the Employment Standards Act of British Columbia,
5. Students shall not gain seniority nor be eligible to apply for positions internally.
6. No CUPE member shall be required to supervise students.
7. The term of employment shall coincide with the educational program of the Student and at the discretion of the employer, but at no time shall be longer than four (4) months.
8. No CUPE 523 member of the NOYFSS shall lose any work as a result of the hiring of a student
9. This agreement may be rescinded by either party with thirty (30) days' notice.

IN WITNESS WHEREOF therefore parties hereto, by their authorized representatives, have affixed their signatures hereto on this 31 day of March 2022.

ON BEHALF OF:  
North Okanagan Youth and Family  
Services Society



Executive Director  
Dean Francks

ON BEHALF OF:  
Canadian Union of Public Employees  
Local 523

  
President, Local 523  
Tammy Carter

**NEW** - Incorporate into the collective agreement with appropriate wording and numbering.

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**NORTH OKANAGAN YOUTH AND FAMILY SERVICES SOCIETY**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523**

**Re: Proposal of Specialized Homes and Support Services — Shift Adjustment**

~~Scheduling for our Specialized Homes and Support Services has been a continuous challenge. Staff retention has never been more difficult than it is in this current climate. Existing staff are reaching burnout levels and reduced job satisfaction. The increased costs of overtime, plus continuously training new staff put undue pressure on an already lean budget. We are at the point where our contracts are at risk due to not being able to provide the minimum staffing levels to keep children in our care safe.~~

**NOYFSS would like to explore the option of a trial schedule for a sixteen (16) week period in our Specialized Homes Program — This adjustment shall apply to both Sage House and Mara House**

1. This change would increase the daily hours from eight (8) up to ten (ten) at straight time for the Child and Youth Worker. The suggested schedule would include a combination of:
  - Ten (10) hour shift rotational schedule of 4 days on / 4 days off
  - Seven (7) hours for 5 (five) days in a row (Thursday — Monday)
    - These average out to 280 hours per 8 week rotation totaling 1820 hours per year.
  - These 2 shifting options **would shall** be offered to current staff in accordance to seniority.
  
2. We would also like to allow availability to increase casual shifts up to sixteen (16) consecutive hours at straight time. This would give casual staff ability to accept 28(eight) hour posted shifts back to back. Many of our casuals would like to work longer period over fewer days. This would allow for that option, but also allow for the shorter . shift duration

**This trial would begin December 2, 2021 and end March 22, 2022.**

- This would be in accordance with the end of our fiscal year and allow 2 (two) complete rotational cycles for review.

- This would also align with the dates of the Collective Agreement.
- Our current posted schedule ends December 1, 2021

**At the end of the review period**

1. **Extend the trial period.**
2. **Expand the project to include Mara House.**
3. **Revert to previous schedule.**
4. Amend the agreement as part of our local agreement.

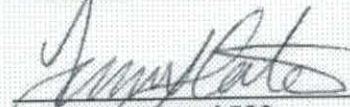
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Executive Director  
Dean Francks

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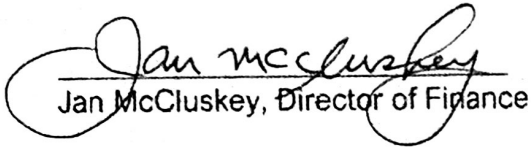
President, Local 523  
Tammy Carter

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ON BEHALF OF:  
NORTH OKANAGAN YOUTH &  
FAMILY SERVICES

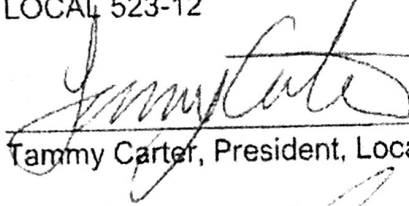


Dean Francks, Executive Director

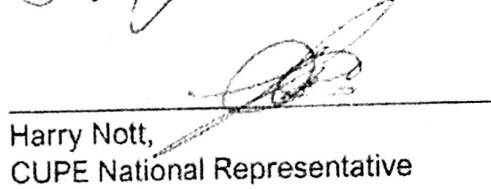


Jan McCluskey, Director of Finance

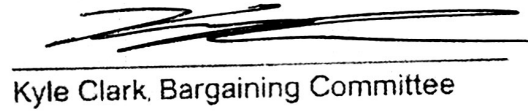
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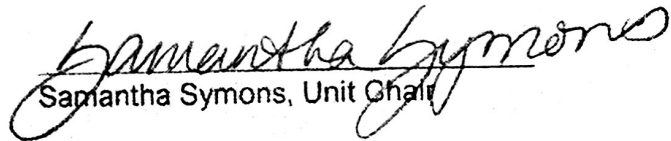
Tammy Carter, President, Local 523



Harry Nott,  
CUPE National Representative



Kyle Clark, Bargaining Committee



Samantha Symons, Unit Chair