

LOCAL ISSUES AGREEMENT

As Referenced by Memorandum of Agreement #1
of the General Services Collective Agreement

Between

TURNING POINTS COLLABORATIVE SOCIETY



And

CUPE LOCAL 523

CUPE

As of April 1, 2022

Re: Local Issues – Turning Points Collaborative Society

"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.

Turning Points Collaborative Society operates on the traditional unceded territories of the Syilx Okanagan People.

TURNING POINTS COLLABORATIVE SOCIETY
MEMORANDUM OF AGREEMENT ON LOCAL ISSUES
FOR EXPIRED LOCAL ISSUES MOA AS OF MARCH 31, 2019

Local Issues Agreement
As Referenced by Memorandum of Agreement #1 of the
General Services Collective Agreement

Between

Turning Points Collaborative Society

And

CUPE Local 523

As of April 1, 2022

RE: Local Issues -Turning Points Collaborative Society

Turning Points Collaborative Society operates on the traditional
unceded territories of the Syilx Okanagan People

(Agreed in principle; final wording subject to amendment pending consultation with local indigenous leadership)

Article 14.2 (b)a Hours of Work Full Time Employees

Hours of work for full time employees consists of eight (8) hours per day/ forty (40) hours per week — inclusive of a thirty (30) or sixty (60) minute meal period. The meal period shall be in accordance with Article 14.4 — Meal Periods - of the General Services Collective Agreement.

Article 14.2 (e) Hours of Work (Additional Hours)

When the Employer determines that additional hours of work need to be assigned, they will be offered in order of seniority, as per the Casual Shift Call-In Procedure (Article 30.3 as outlined in this MOA).

Article 14.2 (f) 24-Hour Live-In Shifts

No current 24 hour live in shifts .

Article 30.3 Casual Shift Call-in Procedures: **by seniority as per Article 30.3 of the General Services Collective Agreement within the organization.**

All employees will be eligible for casual shifts and will submit an expression of interest form by the 15th of April of each year (or upon hire) and be placed on the casual shift call-in list. All employees will be eligible for casual shifts upon completion of training and will be added to the casual shift call-in list. Regular full time and part time employees will be able to opt in or out of the casual shift call-in list at any time.

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 (2) preferred methods of contact, the Employer will use both.

All employees on the casual shift call-in list will be offered shifts in order of seniority provided they are qualified and eligible (ie. worked less than 8 (eight) hours per day/forty (40) hours per week, no scheduling conflict etc.). **Employees may, with prior approval of a manager, relinquish a previously scheduled shift in order to accept a new casual shift. The Employer will notify the Union (Unit Chair or Designate) of any such approvals. The casual shift call-in list will be updated and posted monthly on all Union boards and copied to the Union President or designate. The casual shift call-in list will be updated each pay period and will be posted on all Union boards and electronically and copied by e-mail to the**

Union (Unit Chair or Designate).

Shift coverage will be offered by the Employer in order of seniority via the preferred contact method(s) provided by the employee. The Employer will provide a response period during which the employees can respond (see below).

- i) with more than 72 hours' notice - 24-hour response period
- ii) with less than 72 hours' notice - 2-hour response period
- iii) with less than 12 hours' notice - 20 minutes response period
- iv) **with less than 1 hours' notice – the shift will be sent out to all employees on the casual shift call-in list by the existing method and will be awarded to the first employee offering to cover the shift.**

The Employer will notify the employee awarded the shift immediately following the close of the response period.

In the event that a shift cannot be covered **within using the** existing Casual Shift Call-In Procedure, the Employer may offer the shift at overtime rates on a rotating seniority basis (equitably), as per Article 16.4 of the General Services Agreement.

If a casual employee does not **accept** or work any offered shift, without a valid reason, in a **six (6) three (3)** month period, they will be considered to have resigned from their employment.

Valid reasons shall include but not be limited to

- i) **Illness of the employee or their dependents**
- ii) **Conflicting educational commitments**
- iii) **Conflicting supplementary employment commitments,**
- iv) **Issues related to bereavement**
- v) **Issues related to compassionate care**
- vi) **Personal or family issues that impact the employee's availability**

The Union reserves the right to grieve any decisions by the Employer related to the definition of reasonableness in this article.

All call-in records will be kept on file for a minimum of one (1) year and, should a dispute arise, relevant records will be provided to the Union upon request.

It is understood by the Parties that casual shift call-ins will be paid at the employee's current step level (1-4) of the classification of the shift being offered. **Regular employees will not relinquish scheduled shifts to accept casual shifts.**

Client Vacations and Out of Town Assignments:**Not Applicable****MOA #1 1(5) School Based or Seasonal Program Employees and MOA #1 1(6) (LOU #3) Special Project Employees:**

When the Employer and the Union agree that seasonal program or special project is an appropriate designation and the position is expected to exceed three (3) months in duration, the Employer will post the applicable position(s) immediately as temporary posting(s).

MOA #1(9) (LOU #3) Student eEmployment and wWork eExperience pPrograms:

No changes proposed in this round of bargaining. Refer back to the General Services Collective Agreement.

Other Issues:**NEW**

Bargaining Unit Members, excluding Program Coordinators, will only be required to find replacements between the hours of 21:00 pm to 6:00 am, seven (7) days a week. will not be required to seek replacements or call in workers for vacant shifts except under the following conditions:

- a) All scheduling at that location or program will be done using one consistent system or method that maintains complete and accurate records (ie. Sling).
- b) The Employer may use a Program Coordinator or Senior Residential Worker during an afternoon or night shift to seek replacements or call in workers for vacant shifts. The names, schedules, locations, and contact information for such employees will be posted in the AllStaff>Schedules folder.
- c) An afternoon shift employee, as per (b) above, will only be required to seek replacements or call in workers while no Scheduler is on duty for vacancies occurring in the current shift, the following

night shift, or the following day shift.

d) A night shift employee, as per (b) above, will only be required to seek replacements or call in workers for vacancies occurring in the current shift or the following day shift and only until 06:30AM, after which the on-call manager will be notified.

e) If technology is used in the scheduling system, then the employee will be granted enough access to the Employer's scheduling technology for them to accomplish this duty using that technology.

f) The employee will be provided sufficient information, training, and supervision to be proficient in their performance of this duty.

DELETE

LETTER OF UNDERSTANDING DELETE
 BETWEEN
 TURNING POINTS COLLABORATIVE SOCIETY
 AND
 THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 523
 (The "Parties")

RE: Casual Call In Shift Procedure

For the purposes of initiating the new Casual Call In Shift Procedure, the Parties agree that an expression of interest form will be distributed immediately upon ratification of the Local Issues Agreement. The Employees will have the option to submit their expression of interest for casual shifts within two (2) weeks of the date of circulation of the applicable form.

The list would be in effect until the next expression of interest period the following year (April 15th to resubmit).

IN WITNESS WHEREOF the Parties hereto, by their authorized representatives, have affixed their signatures hereto on this _____ day of _____, 2019.

ON BEHALF OF: _____ Turning Points Collaborative Society Local 523	ON BEHALF OF: _____ Canadian Union of Public Employees Local 523
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_____ Randene Wejr, Co-Executive Director of Human Resources	_____ Sylvia Lindgren, Local 523 President
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_____ Kelly Fehr, Co-Executive Director of Human Resources	_____ Danielle Tearoe, Local 523 Unit Chair (Turning Points)
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ON BEHALF OF: CSSEA _____ Member	_____ Bob Crozier Local 523 Bargaining Committee
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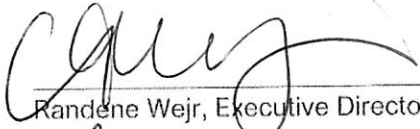
Anne Campbell,
Senior Consultant

Sheena Murdoch,
National Representative

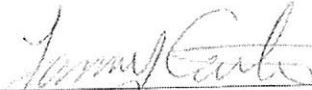
IN WITNESS WHEREOF the Parties hereto, by their authorized representatives, have affixed their signatures hereto on this 30th day of March, 2022.

ON BEHALF OF:
Turning Points Collaborative Society

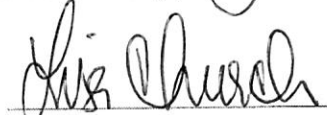
ON BEHALF OF:
Canadian Union of Public Employees
Local 523



Randene Wejr, Executive Director



Tammy Carter, President



Lisa Church,
Director of Human Resources



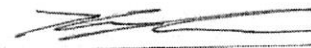
Roxanne Round, Unit Chair

ON BEHALF OF:
CSSEA




Bob Crozier, Bargaining Committee

Ted Daly, Senior Consultant



Kyle Clark, Bargaining Committee



Harry Nott,
National Representative