

LOCAL ISSUES AGREEMENT

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

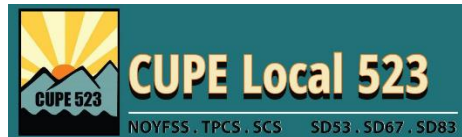
Between

TURNING POINTS COLLABORATIVE SOCIETY



And

CUPE LOCAL 523



As of December 11, 2024

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 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, except as noted and are subject to ratification by both parties. This Memorandum of Agreement is subject to ratification by the principals or 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 and Secwepemc Peoples.

1. Program (classification) or Worksite (building location): The following articles will be applied in accordance with the election of program or worksite as shown below:

13.3 (a) Lay off Worksite

14.2 (e) Hours of work Additional Hours Program

16.4 Overtime Program

18.2 (a) Vacation Preferences Worksite

24.1 (c) Prior to Posting Regular PT Positions Program

2. **Article 14.2 (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.

3. **Article 14.2 (b) (4) Scheduled Shifts**

All scheduled and call-in shifts are a minimum of four (4) hours

4. **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).

5. **Article 15.4 (b) Split Shifts**

No split shift currently. The Parties agree to discuss a provision should the opportunity arise. (Turning Points Collaborative Society and CUPE Local 523).

6. **Article 30.3 Casual Shift Call-in Procedures: by seniority within this organization.**

All employees will be eligible for casual shifts upon completion of training and will be added to the casual 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.-Employees will be contacted through their preferred method of communication (i.e. text message, phone call or email).

All employees on the casual shift call-in list will be offered shifts in order of seniority provided they are qualified and eligible (i.e... 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 provide a monthly report to the Union (Unit Chair or designate) of any such approvals. 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 minute response period
- iv) with less than 1hours' notice - 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 according to the 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 work a minimum of one (1) shift in a three (3) month period without a valid reason, they will be considered to have resigned from their employment.

Valid reasons shall include:

1. Illness of the employee or their dependents
2. Conflicting educational commitments
3. Issues related to bereavement
4. Issues related to compassionate care

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.

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 employment and work experience programs:

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

Other Issues:

Bargaining Unit Members will not be required to seek replacements or call in workers for vacant shifts except under the following conditions:

- a) All scheduling will be done using one consistent system or method that maintains complete and accurate records between 6:30 am-11:00 pm.(le. Sling).
- b) The Employer may use a Program Coordinator or Senior Residential Worker member 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 06:30 AM, 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.

IN WITNESS WHEREOF the Parties hereto, by their authorized representatives, have affixed their signatures hereto on this day of January 31, 2025.

ON BEHALF OF:

Turning Points Collaborative Society

(Signed originals on file)

 Lisa Church,
 Director of Human Resources

ON BEHALF OF: CSSEA

(Signed originals on file)

 Kathryn Rogers,
 CSSEA Representative

ON BEHALF OF:

**Canadian Union of Public Employees
 Local 523**

(Signed originals on file)

 Tammy Carter,
 Local 523 President

(Signed originals on file)

 Zoe Froemgen,
 Local 523 Unit Chair (Turning Points)

(Signed originals on file)

 Bob Crozier
 Local 523 Bargaining Committee Member

(Signed originals on file)

 Kyle Clark
 Local 523 Bargaining Committee Member

(Signed originals on file)

 Rachel Champagne, National Representative