

MEMORANDUM OF AGREEMENT #1

Re: Local Issues Addendum

Between

Canadian Union of Public Employees (CUPE) Local 1936

And

WISH Drop-In Centre Society

Represented by

Community Social Services Employers' Association (CSSEA)

1. Article 14.2(a) – Hours of Work

DROP-IN PROGRAM

Regularly scheduled full-time hours in the Drop-In Program shall be no greater than 35 hours per week over 5 days. The regular daily scheduled hours shall be 7 hours, inclusive of a paid meal break. The regularly scheduled full time hours of a Shift Lead in the Drop-In Program shall be 37.5 hours per week over 5 days and the regular daily scheduled hours of a Shift Lead in the Drop-In Program shall be 7.5 hours per day, inclusive of a meal break.

Work beyond 8 hours per day or 40 hours per week shall be compensated at overtime rates as per Article 16 – Overtime of the *General Services Collective Agreement*.

MOBILE ACCESS PROJECT (MAP) VAN

Regularly scheduled full-time hours in the MAP Van Program shall be no greater than 40 hours per week over 5 days. The regular daily scheduled hours shall be 8 hours, exclusive of a paid meal break.

Work beyond 8 hours per day or 40 hours per week shall be compensated at overtime rates as per Article 16 – Overtime of the *General Services Collective Agreement*.

2. “Programme” or “Worksite”

Program is defined as either the Drop-In Program or the MAP Van Program.

Article 13.3 – Program

Article 14.2(e) – Program

Article 16.4 – Program

Article 18.2 (a) – Program

Article 24.1 (c) – Program

3. Article 30.3 – Casual Call-In Procedure

DROP-IN PROGRAM AND MAP VAN PROGRAM

1. Casual hours will be offered by seniority.

2. Additional hours of work will be offered in accordance with Article 14.2 (e) of the *General Services Collective Agreement*.

3. Regular part-time employees who wish to be called for additional hours must provide written notice to the Drop-In Coordinator of their desire to work additional hours up to the allowable straight-time maximum in accordance with Article 14.2 (e) of the *General Services Collective Agreement*.

DROP-IN PROGRAM

Availability

1. Casual employees and regular part-time employees must provide their availability in writing no later than the 10th of each month to the Drop-In Coordinator, for the following month. When the 10th falls on a Saturday or Sunday, availability is due the Friday before the weekend.
2. Casual employees may change their availability submitted under item #1 five days before the beginning of the posted schedule. All changes must be submitted in writing to the Drop-In Coordinator or her designate. The designate shall not be from within the bargaining unit.
3. If availability is not submitted, the Drop-In Coordinator or her designate is not obligated to call the casual or regular part-time employee for available shifts.
4. Casual employees are responsible for advising the Society of their current address, a contact phone number, and an email address.

Scheduling

1. For the purposes of scheduling, casual employees must provide availability for:
 - a) One weekend (both Saturday and Sunday) per month;
 - b) 4 shifts per week (including 2 overnights); and
 - c) Casual employees must specify the maximum number of shifts they are willing to work per week within this required availability.
2. Casual employees must be available for a minimum of 8 out of 12 statutory holidays per year. 1 of the 8 must be either Christmas Day or New Year's Eve.

Call Outs

1. Available shifts will be offered in the order of seniority as shifts become available.
2. When available shifts are considered to be a "line of work," they will be offered as such. A "line of work" will not be divided among casual employees unless it is first determined that none of the casual employees can accept the entire assignment. A "line of work" is defined as consecutive days of work available for casual assignment, and will be assigned in its entirety to an individual casual employee according to seniority, when the available shifts are noticed.
3. It is incumbent upon the employee to advise the person calling the employee of hours already worked in order to determine whether overtime will be incurred.
4. The call out procedure shall be as follows when shifts are being filled with forty-eight (48) hours' notice or more:
 - a) The Drop-In Coordinator or in the Coordinator's absence, the Drop-In Supervisor will send a group email to employees on the call-out list notifying employees of the available shift.

- b) The shift is then bid on by available employees over the next 24 hours.
 - c) After 24 hours, the shift will be assigned to the most senior employee who bid on the shift.
 - d) An employee may accept or decline the assigned shift.
5. The call out procedure shall be as follows when shifts are being filled with less than forty-eight (48) hours' notice:
- a) *Call within business hours defined as Monday to Friday from 9 am to 5 pm*
 - i. The casual employee or regular part-time employee, who requested in writing to work additional hours per Article 14.2(e) of the *General Services Collective Agreement*, needing their shift filled will call the Drop-In Coordinator or in her absence, the Drop-In Supervisor, and they will email, callout and/or text available employees in order of seniority. No voice mail messages are left. The wait time is 30 minutes and the most senior available employee gets the shift. After 30 minutes the first available employee gets the shift.
 - ii. If there is no response, or if a voice mail is reached by the caller, it shall be recorded as declined in the call-out binder.
 - b) *Call outside of business hours*
 - i. The casual employee or regular part-time employee, who requested in writing to work additional hours per Article 14.2(e) of the *General Services Collective Agreement*, needing their shift filled will call the drop-in centre and the shift lead and if a shift lead is not on duty, the Drop-In Supervisor, will call or text available employees in order of seniority. No voice mail messages are left. The wait time is 30 minutes and the most senior available employee gets the shift. After 30 minutes the first available employee gets the shift.
 - ii. If there is no response, or if a voice mail is reached by the caller, it shall be recorded as declined in the call-out binder.
 - iii. Once the shift is filled, the shift lead and if a shift lead is not on duty, the Drop-In Supervisor, will notify the Drop-In Coordinator via email of who could not attend their shift and who backfilled their shift.
6. All call-outs shall be recorded as follows:
- a) Shift(s) to be filled;
 - b) Name of each employee called;
 - c) Date and time of call(s);
 - d) Outcome of the call-out(s) i.e., whether the shift was accepted or declined; and
 - e) Name and signature of the call-out person.
7. Once having accepted a shift, a casual employee:
- a) Has the same obligations to report for and to complete that shift as expected of a regular employee and
 - b) Will not be eligible for any other shift that conflicts with it.
8. All casuals must work at least 2 shifts per month in order to remain on the casual call-in list, unless there are extenuating circumstances such as a serious family emergency, the casual employee is ill or injured, or the casual employee is on an approved Leave of Absence.

MAP Van Program

Availability

1. Casual employees and regular part-time employees must provide their availability in writing no later than the 10th of each month to the MAP Coordinator, for the following month. When the 10th falls on a Saturday or Sunday, availability is due the Friday before the weekend.
2. Casual employees may change their availability submitted under item #1 five days before the beginning of the posted schedule. All changes must be submitted in writing to the MAP Coordinator or her designate.
3. If availability is not submitted, the call outs will be based on previous month's availability.
4. Casual employees are responsible for advising the Society of their current address, a contact phone number, and an email address.

Scheduling

1. For the purposes of scheduling, casual employees must provide availability for:
 - a) A minimum of 4 shifts per month; and
 - b) Casual employees must specify the maximum number of shifts they are willing to work per week within this required availability.

Call Outs

1. Available shifts will be offered in the order of seniority as shifts become available.
2. When available shifts are considered to be a "line of work," they will be offered as such. A "line of work" will not be divided among casual employees unless it is first determined that none of the casual employees can accept the entire assignment. A "line of work" is defined as consecutive days of work available for casual assignment, and will be assigned in its entirety to an individual casual employee according to seniority, when the available shifts are noticed.
3. It is incumbent upon the employee to advise the person calling the employee of hours already worked in order to determine whether overtime will be incurred.
4. The call out procedure shall be as follows when shifts are being filled with forty-eight (48) hours' notice or more:
 - a) The MAP Van Coordinator or in the Coordinator's absence, the designated employee authorized by the Coordinator, will send a group email to employees on the call-out list notifying employees of the available shift.
 - b) The shift is then bid on by available employees over the next 24 hours.
 - c) After 24 hours, the shift will be assigned to the most senior employee who bid on the shift.
 - d) An employee may accept or decline the assigned shift.
5. The call out procedure shall be as follows when shifts are being filled with less than forty-eight (48) hours' notice:
 - a) The casual employee or regular part-time employee, who requested in writing to work

additional hours per Article 14.2(e) of the *General Services Collective Agreement*, needing their shift filled will call the MAP Van Coordinator or in the Coordinator's absence, the designated employee authorized by the Coordinator, who will then call or text available employees in order of seniority. No voice mail messages are left. The wait time is 30 minutes and the most senior available employee gets the shift. After 30 minutes the first available employee gets the shift.

- b) If there is no response, or if a voice mail is reached by the caller, it shall be recorded as declined in the call-out binder.

6. All call-outs shall be recorded as follows:

- a) Shift(s) to be filled;
- b) Name of each employee called;
- c) Date and time of call(s);
- d) Outcome of the call-out(s) i.e., whether the shift was accepted or declined; and
- e) Name and signature of the call-out person.


7. Once having accepted a shift, a casual employee:

- a) Has the same obligations to report for and to complete that shift as expected of a regular employee and
- b) Will not be eligible for any other shift that conflicts with it.


8. All casuals must work at least 1 shift per month in order to remain on the casual call-in list, unless there are extenuating circumstances such as a serious family emergency, the casual employee is ill or injured, or the casual employee is on an approved Leave of Absence.

Signed on behalf of the Union


Local Bargaining Committee Representative


Local Bargaining Committee Representative


CUPE Representative


CUPE Representative

Signed on behalf of the Employer


Employer Representative


CSSEA Representative

Dated this 21st day of January 2020.

LETTER OF UNDERSTANDING #1

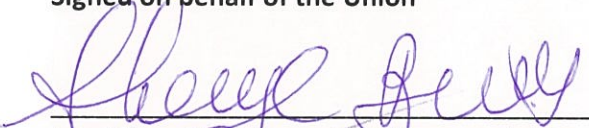
Between
Canadian Union of Public Employees (CUPE) Local 1936
And
WISH Drop-In Centre Society (Society)
Represented by
Community Social Services Employers' Association (CSSEA)

**Re: Addendum to MOA #1 re: Local Issues
Workplace Health and Safety Training Donation**

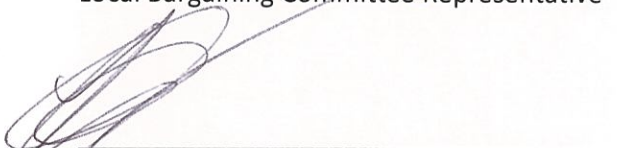
The Parties engaged in a discussion about training for the two Union members on the Joint Safety and Health Committee. The Union recognizes the Society has limited resources to fund the training required in Article 22.3(g) – Joint Health Safety and Health Committee of the *General Services Collective Agreement*. As such, the Union will provide a one-time donation of \$1,000 to the Employer for the training for the two Union members on the Joint Safety and Health Committee. This letter of understanding is made without prejudice or precedence.

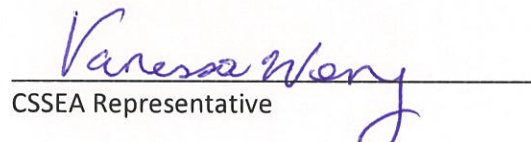
Signed on behalf of the Union

Signed on behalf of the Employer

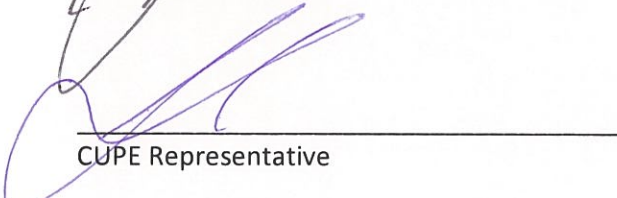

Local Bargaining Committee Representative


Employer Representative


Local Bargaining Committee Representative


CSSEA Representative


CUPE Representative


CUPE Representative

Dated this 21st day of January 2020.

LETTER OF UNDERSTANDING #2

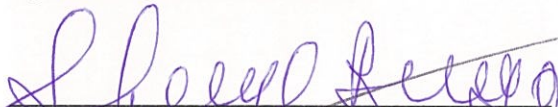
Between
Canadian Union of Public Employees (CUPE) Local 1936
And
WISH Drop-In Centre Society (Society)
Represented by
Community Social Services Employers' Association (CSSEA)

**Re: Addendum to MOA #1 re: Local Issues
Training**


The Parties engaged in a discussion about training for all staff. The Society has an interest in ensuring its staff have the training needed to perform their duties and responsibilities. The Union recognizes the Society does not have the resources to provide more than the training required by the funders. The Society will continue its practice of providing more than the training required by its funders where and when they are able. The Parties agree to regularly discuss training at labour management meetings. At these meetings, the Parties will regularly discuss the types of training that will support the staff in providing trauma informed, harm reductive, participant centred approach to the self-identified women engaged in street-based sex work. The Parties will also regularly discuss how to maximize participation at training sessions.

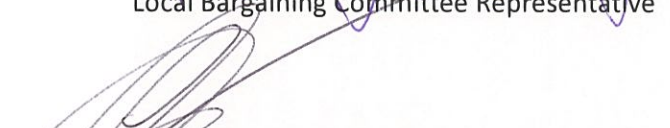
This letter of understanding is made without prejudice or precedence.

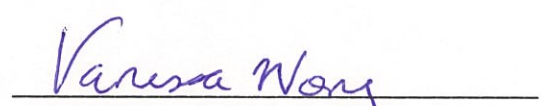
Signed on behalf of the Union

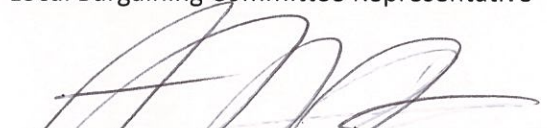

Local Bargaining Committee Representative


Signed on behalf of the Employer


Employer Representative


Local Bargaining Committee Representative


CSSEA Representative


CUPE Representative


CUPE Representative

Dated this 21st day of January 2020.

LETTER OF UNDERSTANDING #3

Between
Canadian Union of Public Employees (CUPE) Local 1936
And
WISH Drop-In Society Society (Society)
Represented by
Community Social Services Employers' Association (CSSEA)

**Re: Addendum to MOA #1 re: Local Issues
Health and Safety Concerns**

Both parties acknowledge that lack of trust, structural issues, systemic barriers, and interpersonal challenges have resulted in health and safety issues being a primary concern of staff. Therefore, we commit to:

- a) Creating and maintaining an engaged JOSH committee and labour management committee;
- b) The Board and Executive Director prioritizing and resourcing supportive leadership;
- c) Issues and concerns raised to the Executive Director, JOSH committee, and/or labour management committee be addressed promptly; and
- d) An ongoing, collaborative process around trust building between staff and management which will include addressing issues of justice, equity, diversity, and inclusion.

The goals of these commitments is to ensure that all staff feel empowered, confident, and supported in their duties, and safe to raise their concerns and issues with management.

Both parties strive to work collaboratively to maintain a safe work space and to meet our obligations to the participants, community, and funders.

The Parties agree to the following, acknowledging the following list is not intended to be inclusive of all health and safety policies and procedures:

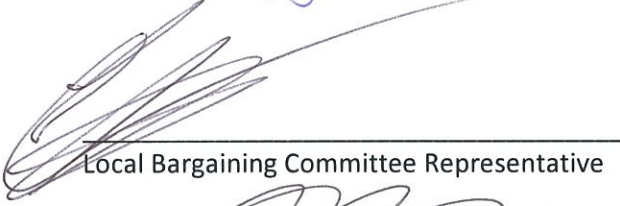
- a) It is preferable to have three (3) staff on each shift. The Parties further agree that it is a fundamental priority that the Programs be open for participants 365 nights a year and that the Society has a funding obligation to this. In balancing the concerns of the safety of the staff, the Society's obligation to participants, community, and funder(s), the Society is committed to ensuring the staff in the Programs have the training and tools to work safely in the Programs.
- b) Employees are entitled to refuse unsafe work as per Article 22.4 – Unsafe Work of the General Services Collective Agreement and the Occupational Health and Safety Regulation, Workers Compensation Act outlined in Information Appendix B – Unsafe Work of the General Services Collective Agreement.
- c) In the event of extreme violence, staff are to follow appropriate protocol, including measures such as kitchen lock down, not letting new participants in, and/or calling first responders. If these measures are unsuccessful at deescalating the extreme violent situation or the staff advises they are not able to stay on shift, the team will consult with the Program Coordinator or her designate prior to closing the drop-in program meaning staff are asking participants to

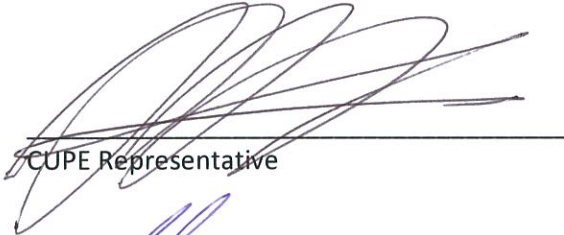
leave. For the staff who advises they are not able to stay on shift, the Program Coordinator or her designate will find coverage for the staff. It is understood that staff will remain onsite until coverage arrives. Any closures will be reviewed at the next JOSH Committee meeting.

This letter of understanding is made without prejudice or precedence.

Signed on behalf of the Union


Local Bargaining Committee Representative


Local Bargaining Committee Representative


CUPE Representative


CUPE Representative

Signed on behalf of the Employer


Employer Representative


CSSEA Representative

Dated this 21 day of January 2020.