

**MEMORANDUM OF AGREEMENT #1  
RE: LOCAL ISSUES ADDENDUM**

*Between*

Canadian Union of Public Employees (the "Union")

*And*

Fraser River Indigenous Society (the "Employer")

*Represented by*

Community Social Services Employers' Association ("CSSEA")

**1. Article 14.2(a) – Hours of Work**

The hours of work of a regular full-time employee shall be:

- a. thirty-five (35) hours per week with a normal daily shift being seven (7) hours; or
- b. thirty-seven and a half (37.5) hours per week with a normal daily shift being seven and a half (7.5) hours.

**2. Events**

The Parties recognize that it is within the organization's mission and vision to provide service to the community through community events throughout the year, including but not limited to: NIPD, Winter Wellness, Canada Day, Orange Shirt Day, municipal and school district events and other community outreach events (the "Events"). The Events are held for the purpose of providing information on programs and services, outreach including program referrals, and building connections, relationships, and trust with participants.

The Events may be held on evenings or weekends. Where at least fourteen (14) days' notice of an Event is given for an event to be held on a weekday evening or a weekend, the overtime will not be triggered.

When an Event is scheduled on an employee's regular workday the employee will adjust their schedule within the day of the Event for the purpose of attending the Event. If not possible for the employee to adjust their schedule within the day, the following shall apply, upon the Employer's approval:

- They may adjust their schedule within the week,

- Or, if not possible, within the pay period of the Event,
- Or, if not possible, they may bank the equivalent straight time hours to be used as time-off within six (6) months of the worked Event

When an event is scheduled on an employee's day of rest then the following shall apply, upon the Employer's approval:

- Employees may adjust their schedule within the week,
- Or, if not possible, within the pay period of the Event
- Or, if not possible, they may bank the equivalent straight time hours to be used as time-off within six (6) months of the worked Event

The Employer will provide as much notice as possible when scheduling events.

If less than 14 days' notice is provided, the employee will not be expected to adjust their regular schedule to accommodate the Event. Where less than 14 days' notice is provided and an employee is required to attend an Event (either on a day of rest or a regular workday), if the hours worked trigger overtime, they will be entitled to overtime compensation as per the provisions of the Collective Agreement.

An employee may be expected to attend an Event on the employee's day of rest four (4) times in a year, excluding NIPD. NIPD is recognized as an important Event hosted by the Employer and all employees are expected to attend NIPD Events. Apart from NIPD, the Employer will make every effort to allow employees to choose the Events that they will attend. All staff have the option of opting out of an Event held on Canada Day.

The Employer will provide employees with a schedule of anticipated Events twice in a year. Preference in the selection and allocation of Events will be determined on the basis of seniority (apart from NIPD on which all employees will attend). Employees will have two weeks to select their preferred Events after the schedule is provided. If an insufficient number of employees is allocated to an anticipated Event, the Employer will allocate employees to the Event in reverse order of seniority. If an Event arises which was not anticipated in the creation of a schedule, attendance of the Event will be offered by seniority to employees who have not signed up for four (4) Events in the year.

If an employee has worked the above allotted four (4) "day of rest" Events (excluding NIPD Event), any additional events worked on an employee's day of rest will be entitled to overtime compensation as per the Collective Agreement; Article 16.5 - Overtime Compensation.

The Employer will provide funds for childcare costs (reimburse an employee or directly to the childcare provider preferably) for reasonable childcare costs incurred for the purpose of attending a "day of rest" Event if such expenses are the dependent care expenses normally paid by the employee. The Employee will provide a request for the funds. The parties recognize that budgetary restrictions may prevent the Employer from reimbursing unlimited childcare costs into the future, and this provision may be revisited prior to the expiry of this Agreement.

Where a meal is not provided at a "day of rest" Event, an employee will be entitled to a meal allowance as set out in the Collective Agreement where the employee works in excess of 5 hours. Should an employee have dietary restrictions preventing them from consuming a meal that is provided, they will receive a meal allowance instead of the meal.

When an Event is scheduled on a statutory holiday, the provisions of Article 17 (Holidays) shall apply.

3. "Programme" or "Worksite" – as identified in Articles 13.3(a) (Layoff), 14.2(e) (Hours of Work), 16.4 (Sharing of Overtime), 18.2(a) (Vacation Preferences), 24.1(c) (Job Postings)

The term "programme" shall apply to the following departments at the Employer:

- Family Development
- Early Years
- Housing Support
- Front Desk/Administrative

The following Collective Agreement provisions apply as follows:

13.3(a)	Layoff	Programme will apply
14.2(e)	Hours of Work	Programme will apply
16.4	Sharing of Overtime	Programme will apply
18.2(a)	Vacation Preferences	Programme will apply
24.1(c)	Job Postings	Worksite will apply

Qualified employees will be offered overtime hours within their programme before qualified employees that have the required internal training at other programmes.

#### 4. Special Project/Term Position Employees

"Special project" or "term position" employees are employees hired for special projects or temporary positions. These employees' services shall be considered terminated upon completion of their term, project or programs if they were external hires. Those hired into

special project positions as internal applicants will revert back to their previous position or status upon the expiration of the special project position, and maintain their previous status while working in the position.

Special project employees shall be employed for a term not exceeding one (1) year.

Special project employees who work at least twenty (20) hours per week and who are hired to fill a position which lasts six (6) months or longer shall be enrolled in the benefit plan, after completion of the probationary period, on the first day of the following calendar month.

Special project employees work either full-time or part-time on a regularly scheduled basis.

Special project employees shall accumulate seniority on an hourly basis in accordance with Article 12.

A special project employee may be reclassified as a regular full-time or regular part-time employee only by successfully competing for a regular position. Special project employees will be considered internal applicants in relation to Article 24.

Special project employees who continue employment following termination of the special project, or who are rehired within three (3) months of the termination of the special project, shall:

- a. Have their probationary period waived if they are continuing employment in a similar position and if the period served exceeds the normal probation period, otherwise the balance of the probation period shall be served.
- b. Have their seniority backdated to their original date of employment with the Employer.
- c. Have the waiting period for health and welfare benefits waived unless prohibited by the insurance carrier(s), provided the period worked has been sufficient to cover the normal waiting period.

The Employer agrees that no employee shall be laid off as a result of hiring a special project employees.

All special project employees shall be members of the Union.


## **5. Student Employment and Work Experience Programs**

The Employer may participate in student employment and work experience programs. Persons hired within such programs will not be considered bargaining unit employees. Memorandum of Agreement #8 is acknowledged in this provision.

**6. Terms of the Agreement**

This Memorandum of Agreement is intended to form part of the Collective Agreement as per Article 32.6 (Agreement to Continue in Force) and is without prejudice or precedent to the bargaining of any subsequent agreement.

**SIGNED ON BEHALF OF THE UNION:**



Local Bargaining Committee Representative

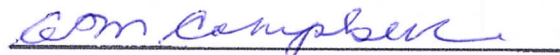
**SIGNED ON BEHALF OF THE EMPLOYER:**



Employer Representative



Union Bargaining Representative



CSSEA Representative

Dated this day of December \_\_, 2024.