

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

Between

CUPE Local 1936-07 (the “Union”)

And

Kyndred Community Living Society (Formerly Delta Society for Community Living)
(the “Employer”)

Represented by

Community Social Services Employers' Association (“CSSEA”)

RE: Local Issues the Parties agree to the following provisions in accordance with the Memorandum of Agreement RE: Local Issues appended to the Collective Agreement.

1. Article 14.2 (a) - Hours of Work

The hours of work for a regular full-time employee shall be no greater than eight hours per day, unless otherwise mutually agreed, including meal periods, and no greater than an average not to exceed forty hours per week. The Employer agrees to avoid scheduling split shifts unless the needs of the client cannot otherwise be met. In that event, the Employer will meet with the Union in order that the matter be agreed upon.

The parties agree that extended scheduled shifts are agreed to as per Article 14.2(g). The averaging period being 80 hours in a two-week period.

Residential workers may work up to eighty hours on ten days of the two-week pay period, including Saturday and Sunday. No employee shall be scheduled to work more than ten hours in any given day. Employees may elect to work two shifts per day providing that there are 8 hours in between shifts to a maximum of two non-consecutive times per week without incurring overtime.

2. Definition of “Programme/Worksite”

“Worksite” means the house of building location used as a base of operations for employees and clients they support.

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|--------------------------|--|
| 13.3(a) Layoff | Worksite will apply |
| 14.2(e) Hours of Work | Worksite will apply |
| 16.4 Sharing of Overtime | Programme or worksite will apply (could be either) |

18.2(a) Vacation Preferences

Worksite will apply

24.1(c) Job Postings

Worksite will apply

3. Article 30.3 – Casual Call-in Procedure

Reporting Availability

In order for Kyndred Community Living Society to maintain an efficient Call-in System the following expectations are to be met:

- Casual employees are responsible for stating their availability.
- Casual employees will honour their submitted availability.
- Casual employees who wish to change their stated availability must give 48- hour notice to the Employer.
- It is the responsibility of all employees to keep track of shifts to which they have been assigned and to ensure that they inform the employer when additional shifts are offered such that they don't exceed the limits established in the Collective Agreement.
- Any overtime must be approved by management in advance.

Assignments

(a) Qualified employees who participate in the Casual Call-in System will be assigned shift in order of seniority by the employer. The employer must keep appropriate records including the date/time/position/location of the vacancy, date/time of notice of vacancy, date/time of offer of vacancy, name of person offering the vacancy, names of employees offered the vacancy and if employees accept/decline/don't respond and make them available in the event of a dispute.

(b) Casual employees will be available to work at least 20 hours per week or 2-3 shifts per week. To meet this requirement, availability must align with site/location working hours. Casual employees are expected to be available to work 6/13 holiday and two weekend shifts per month.

If a Casual requires a leave of absence, they must submit a written request to the Human Resources Department.

(c) The total number of hours to which a Casual employee can work in a two-week period must be no more than 80 hours

Block Shifts

(d) If a supervisor, or their designate deems it necessary to request shifts filled as a block (due to consistency reasons) he/she must obtain authorization from their Manager to do so.

Consequences of Refusing Assigned Shifts

(e) Casual employees who fail to honour their "reported availability" for more than 25% of their scheduled shifts in a consecutive three-month period will be placed at the bottom of the casual seniority list for a period of three months. Employees who do not provide availability or do not work a shift for 3 months (unless on an approved Leave of Absence such as illness, emergency or other reasonable circumstances) will be deemed to have resigned and the 10-day notice period in Article 11.7 will apply.

- (f) Employees are obligated to inform the Employer or designate and receive approval if they are asked to work hours that would result in overtime.

Availability

- (1) Casual employees who participate in picking up casual shifts are responsible for inputting their availability in UKG before the assigned due date of each pay period. The availability due date for each pay period will be published by January 31st of the calendar year. Schedules will be published one week after the submission due date. Late availability submissions are permitted, however, casuals who submit availability late cannot claim seniority over shifts that have already been assigned.
- (2) Casual employees who participate in picking up casual shifts may change their availability at any time as long as no shifts are scheduled.
- (g) Employees who accept work assignments offered must work those assignments except where they have a valid reason for absence (for example and not limited to: Illness, injury, emergency or other reasonable circumstance and will notify the Employer of such absence as soon as possible prior to the start of their shift.) Employees will seek the employer's approval for time off including during an extended work assignment they have accepted.

Open Shifts

- (h) Open shift that nobody has submitted availability for remain open and viewable by all casual employees in UKG. Casual Employees can request to work the open shifts even if they did not submit availability initially. If multiple casual employees are interested in one open shift, the shift will be offered based on seniority, qualifications and orientation at the program one week before the shift is scheduled.
- (i) If an open shift becomes available within one week – the shift will be assigned based on seniority, qualifications and submitted availability. If no one has availability, staff will have two days to request to work the open shift. After two days the shift will be assigned based on qualification and seniority.
- (j) If no one applies to work the open shift, then a call out will be sent to all qualified staff and will be awarded on a first come first served basis.
- (k) With 48 hours or less notice – the shift will be assigned based on seniority, qualifications and submitted availability. If no one has availability, a notification will be sent out to all qualified employees who have been oriented at the program via UKG and email. The shift will be offered on a first come, first served basis.

4. Client Vacations/ Out-of-Town Assignment

Occasionally employees will accompany individuals on extended trips. When these trips necessitate the employee to travel overnight, the employee shall be compensated as follows:

- (1) Staff whom accompany clients on vacation shall not bear the cost of transportation, food, accommodation and other reasonable expenses incurred.
- (2) While assisting with client vacations, staff are paid for eight hours per day. For every three days worked on the vacation, staff will receive eight hours' time in lieu to be taken as mutually agreed.

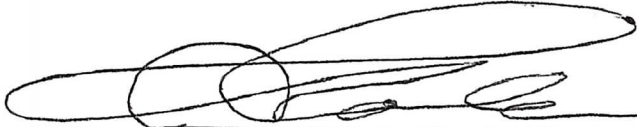
- (3) Employee participation on client vacations shall be voluntary.
- (4) Where more than one qualified employee volunteers to participate on a client vacation, client needs and seniority will be considered when assigning staff.
- (5) In the event of a staff or client emergency, it shall be the responsibility of the Employer to arrange transport staff and/or the client from the vacation site and supply necessary replacement staff if required.

5. Special Project Employees

- a) After consultation and agreement with the Union within seven working days and in order to promote new employment and access funding beneficial to our clients from special projects, including employees hired under the auspices of the Federal or Provincial Government special employment programs, may be paid within the rate established by the outside funding source. These employees shall be entitled to the benefits as outlined by the special employment program. It is also agreed that employees will be employed for the stated duration of the special project and that no other employee will be laid off as a result of these special project employees. No response from the Union within seven days is considered agreement. Agreement will not be unreasonably withheld.

SIGNED ON BEHALF OF THE UNION:

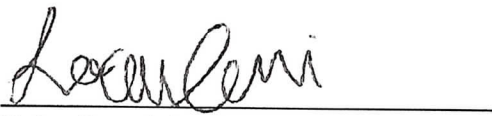
SIGNED ON BEHALF OF THE EMPLOYER:



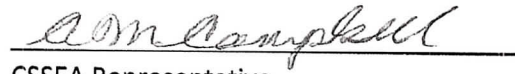
Local Bargaining Committee Representative




Employer Representative



Union Bargaining Representative



CSSEA Representative

 CUPE NATIONAL REP

Dated this 4 day of Nov, 2024.