

MEMORANDUM OF AGREEMENT # 1

RE: LOCAL ISSUES ADDENDUM

Between

B.C General Employees’ Union (BCGEU)

and

Connective Support Society Kamloops

Represented by the

Community Social Services Employers’ Association of CSSEA

1. Definition of “Programme/Worksite”

14.2(e)	Additional Hours	Programme will apply
16.4	Sharing of Overtime	Programme will apply
18.2	Vacation Preference	Programme will apply
24.1(c)	Job Postings	Programme will apply

“Programme” defined as:

- 1) Justice Services
- 2) Community Living- Outreach
- 3) Community Living- Residential
- 4) Community Programs- Other
- 5) Assisted Living- Bedford Manor

2. Article 14.2- Hours of Work

The hours of work of a regular full-time employee, exclusive of meal periods, shall be all hours falling within the range of thirty-five (35) to Forty (40) hours per- Overtime shall apply after forty (40) hours per week.

3. Article 30.3- Casual Call-In Procedures:

(a) Availability:

- 1) Regular employees requesting additional hours must give the Employer written notice of their desire to work additional hours and their availability. Qualified regular employees shall be offered work in accordance with Article 14.2(e). Refusals do not apply to regular employees registered for casual work.
- 2) Qualified casuals shall be entitled to register, in writing for work in any job classification or programme for which they are qualified and where the Employer has stated a need for casual employees. Qualified casual employees shall be scheduled in order of seniority when shifts are available for booking after (a) (1) above.
- 3) All employees will submit their availability on Dayforce the dates that the employee will be available for work assignments for the next time period as per the dates in the chart below:

Date Availability Due	Time Periods Include: (Inclusive)
December 5 th	January, February, March

March 5 th	April, May, June
June 5 th	July, August, September
September 5 th	October, November, December

In the event that an employee fails to submit their availability by the 5th of the month they will receive a reminder by email and phone. In the event that an employee fails to submit their availability after the email and phone reminders by another ten (10) days, the employer will request to meet with the employee to review their availability.

If after meeting with the employer the employee does not submit their availability the Employer will send a registered letter to determine if the casual wants to remain employed.

Employer will approve/deny the 3 months of availability on Dayforce by the 15th each month of submission as above. Schedules will be available monthly on Dayforce by the 20th of each month, notification will be sent by email that schedules are available.

- 3) Casuals must be available from May 1st to August 31st and from the period of December 15th to January 6th.
- 4) Casual employees must select their level of casual availability at the time of hire. Two (2) levels of availability selection shall be permitted to choose from:

1. **Full-time availability** is defined as a requirement to be available to work 20 calendar days of the month, must be available for any shifts within the program they are qualified to work in on days they have indicated they are available with at least three (3) Saturdays, and three (3) Sundays per month.

Employees selecting full-time availability shall have the right to take the equivalent of one (1) month per year off during anytime of the year except in May, June, July and August and from the period of December 15th to January 6th.

Where inadequate numbers of employees have indicated availability for dates in the month, employees will be required, in reverse order of seniority, to change their selection.

2. **Part-time availability** is defined as a minimum requirement to be available for minimum of eight (8) days per month, must be available for any shifts within the program they are qualified to work in on the days they indicated they are available, with at least two (2) Saturdays, and two (2) Sundays per month, and at least one (1) day per calendar week unless otherwise agreed upon in writing between the employee and employer.

Where inadequate numbers of employees have indicated availability for dates in the month, employees will be required, in reverse order of seniority, to change their selection.

- 5) Casual employees may submit an application to the Employer requesting a change in their availability for educational reasons. Approval of the availability for education reasons is at the discretion of the Employer and proof of enrolment is required (a minimum of three (3) classes or practicum) and attendance at a recognized education institution will be required.

Upon approval of a specific duration, the casual must provide the availability of a minimum requirement of four (4) calendar days per month. Additionally, during the approval process, availability during non instructional breaks will be determined and agreed upon. They must be available for any shifts within the program they are qualified to work in on the days they indicated they are available, of which two (2) are during the weekend (Saturday and Sunday). If they have classes on Mondays, the employer will not schedule them for Sunday shifts that end on Mondays, unless the employee indicates they are available.

Where inadequate numbers of employees have indicated availability for dates in the month, employees will be required, in reverse order of seniority, to change their selection to meet operational requirements.

- 6) All casuals must be available to work a minimum of ten (10) (or pro-rated amount) of the statutory holidays per year, and of the ten (10), the casual will be required to be available for one (1) of the two (2) day combinations: Christmas Eve/ Christmas Day or New Year's Eve/ New Year's Day. No later than November 5th, casual employees will indicate which two (2) day combination they are available to work.

Where inadequate numbers of employees have indicated availability for one (1) or the other, employees will be required, in reverse order of seniority, to change their selection. Closer to the actual coverage requirements, if there appears to be less work available than stated availability, employees will be offered, in seniority order, the right of first refusal for the actual work occurring on their assigned statutory holiday combination.

(b) Call In Procedures

The Employer shall be obligated to schedule employees only for those days on which the employee has:

- 1) Stated availability; once availability has been provided in writing, it cannot be changed except by requesting a change of availability on Dayforce which will be reviewed by management. Requests will not be unreasonably withheld.
- 2) Is not already scheduled to work and,
- 3) Provided that no overtime pay is required. It is the obligation of the employee to inform the caller if accepting the shift will put them into overtime.
- 4) If an employee is sick, injured, or has a serious family emergency, on a day for which they indicated they are available, the casual shall inform the Employer as soon as possible of their inability to report to work. The

employee shall make every reasonable effort to inform the Employer of the return to work in advance of the date.

(c) Booking Procedure:

- 1) Coverage for Shifts within 24 hours:
 - (a) Employer will call the personal cell phone number listed in Dayforce. If no answer, and voicemail is set up, they will leave a message. For those employees at work, the Employer will call the company cell phone.
 - (b) Employer will text the personal cell phone number listed in Dayforce and provide the date, location and time of the available shift. For those employees at work the employer will text the company cell phone.
 - (c) Employer will wait ten (10) minutes for the employee to respond before moving on to the next employee as follows:
 - i. Regular employees individually, based on their submitted availability, as per 14.2(e), in order of seniority then
 - ii. Casual employees individually, based on their submitted availability, in order of seniority.
 - iii. The wait time is ten (10) minutes, and the most senior available employee gets the shift.
- 2) Coverage for Shifts outside of the 24 hours
 - (a) Additional hours up to the allowable straight-time maximum will be as per Article 14.2 (e) Schedules will be posted on Dayforce by the 20th of each month.
 - (b) The scheduler uses the approved availability in Dayforce regular and casual employee to assign vacant shifts for programs for which regular and casual employees are qualified to work in. The scheduler starts with the most senior qualified regular to the least senior qualified regular, then most senior qualified casual to the least senior qualified casual. The scheduler adds each shift in to the employees Dayforce schedule, based on their approved availability. Dayforce sends notification by email of any changes, deletions or additions to an employee's schedule. It is the employee's responsibility to notify the employer of any errors or conflicts within 24 hours of the schedule being posted in Dayforce. If the employee does not notify the employer within 24 hours, the schedule will be considered confirmed.
 - (c) If there are vacant shifts still to fill after all regular and casual employees have confirmed shifts offered, the scheduler will send an email to the personal email listed on Dayforce of employees who provided availability in a group email with a list of remaining unfilled shifts asking if they would like to pick up additional shifts at straight-time (these shifts would be outside of their stated availability). Employees who want to pick up additional shifts must respond within 24 hours confirming their request. The scheduler will then fill the vacant shifts in order of seniority of those employees who confirmed their

request by the deadline. Confirmation of shifts will be provided no later than the 20th of the month.

- (d) If there are vacant shifts still to fill, the scheduler will send a list of those shifts to the personal email listed on Dayforce to all employees ask if any employee is interested in picking up additional shifts. Employees who want to pick up additional shifts must respond within 24 hours confirming their request. The scheduler will then fill the vacant shifts who confirmed their request by the deadline following 14.2 (e).
- 3) Casual employees who are unavailable for , or who do not respond to the shift offer, or who decline three offers of work (consistent with their stated level of availability) within any six month period (starting from the first refusal), and who, for reasons other than injury, illness, serious family or household emergency, or circumstances set out in the Clause 30.4, refuse three (3) shifts, in a period of two (2) months shall drop to the bottom of the casual seniority list until the next casual list is produced as per Article 30.2 Seniority. Thereafter, the employee will be placed in the appropriate place on the seniority list.

Where the reason for the decline of the shift is illness, the Employer may request a doctor's certificate for proof of illness. Where such circumstances arise, it is expected that a casual employee will notify the Employer in advance. Casuals who accept work and then cancel their scheduled shift will be considered to have declined unless cancellation is for valid reasons.

- 4) The Employer shall immediately advise the employee, in writing, of the time and result of the contact attempt(s) and that they are considered to have been unavailable for work for the purposes of (3) above.
- 5) Note: Full-time and part-time staff will not have their regular shifts rescheduled as a result of this process. That is, part time staff will maintain their currently scheduled hours. Casual shifts will be in addition to regularly scheduled shifts.
- 6) In the event of a dispute, the Union will have access to copies of the digital records for the relevant time period in relation to that dispute. The employer will save copies of emails/texts related to the scheduling of shifts in a digital folder saved on the agency's server. The digital records will have the following information:
- The date and shift to be filled;
 - The date and time of the phone call or text;
 - The name of the employee being called or texted;
 - The outcome of the call or text; whether the employee accepts, refuses, does not respond, or does not respond within the allotted time frame.

4. Article 26.2 Paydays

Paydays shall be bi-weekly paid every second Friday.

5. Client Vacation/ Out of Town Assignments

An employee may accompany a client on an out-of-town assignment (greater than 12 hours) or client vacation on a voluntary basis.

Subject to employees having the training, familiarization, and compatibility with the particular client(s) so that care will be properly delivered the assignments will be offered by seniority on the following basis to interested employees within the program: Full-time employees, then part-time employees, and then casual employees.

Client vacation/out of town assignments which are twelve (12) hours or less shall be paid at applicable rates of pay, as per Article 14 (Hours of Work) and Article 16 (Overtime) of the Collective Agreement.

For client vacations/out of town assignments which have been approved by the Employer, and are longer than twelve (12) hours in duration, the following shall apply:

- (a) Eight (8) hours straight time pay for the shift; and eight (8) hours in the form of lieu time at the employer's straight time rate for every twenty-four-hour period.
- (b) The lieu time shall be scheduled by mutual agreement between the employee and the employer within one (1) month of the client vacation/out of town assignment.

Employees who opt out of a client vacation or out of town assignment will continue to work their regular assignment with no loss of pay.

The Employer shall pay reasonable costs (i.e. transportation, meal, mileage, where applicable accommodations, etc.)

In the event of a staff or client emergency, it shall be the responsibility of the Employer to arrange to transport staff/ or client from the vacation or out of town assignment and supply necessary replacement staff if required.

Travel advance will be as per Article 26.11 (Travel Advance) and will apply to casual staff as well.

6. Special Project Employees

A "special project employee" is an employee hired for a specified period for special projects, including an employee hired under the auspices of a federal or provincial special employment program. Where the Employer wishes to employ a special project employee, it will provide details of the proposed arrangement to the Union. A special project employee may only be utilized by mutual written agreement of the Employer and the Union.

A special project employee may be employed for an initial period not exceeding six months, except as the parties may mutually agree otherwise. The parties may mutually agree to extend a special project employee by a further period not exceeding six months to a total combined initial and extended period of employment not exceeding 12 months. If the Employer wishes to continue the special project beyond 12 months, then the position will be posted.

Such employees shall be members of the Union and will be consider casual employees for the purposes of the Collective Agreement, including payment of the percentage in

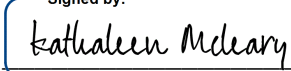
lieu of paid holidays and scheduled vacation and union membership as a condition of employment.


The rate of pay will be in accordance with the collective agreement, except where funding is constrained, and the parties mutually agree to a different rate. The Employer will make every reasonable effort to overcome funding constraints to pay such employee the applicable collective agreement rate.

Daily and weekly hours shall be determined prior to start date and mutually agreed between both parties.

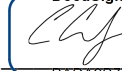
Such employees will be supernumerary with their hiring not resulting in the layoff of existing employees or a reduction in their work, and an obligation on the employer to recall any employees on layoff to the available work before hiring such special project employees.

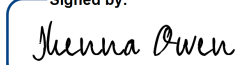
Signed on behalf of the Union

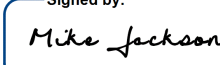
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Kathaleen Mcleary
Committee Representative

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JoAnne Leclerc
BCGEU Staff Representative

Signed on behalf of the Employer and CSSEA

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Christopher Connelly
Employer Representative

Signed by:

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Jhenna Owen
Employer Representative

Signed by:

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Mike Jackson
CSSEA Representative

Date: November 21, 2024