

**MEMORANDUM OF AGREEMENT  
LOCAL ISSUES ADDENDUM**

In Effect Until Local Issues are Renewed  
between

B.C. General Employees' Union ("the Union")  
and

Milieu Family Services ("the Employer")  
represented by the

Community Social Services Employers' Association (CSSEA)

**1. Article 14.2 - Hours of Work**

- (a) The hours of work of a regular full-time employee will normally be eight (8) hours per day, and an average of forty (40) hours per week.
- (b) Extended hour shifts will only apply to overnight awake shifts at Gemini House, Christel House, Park Tree House and Aster House. For the purposes of calculating overtime rates, the allowable straight-time maximum for employees working:
  - i. non-extended hour shifts (8 hours per day) will be 8 hours per day, 40 hours per week.
  - ii. extended hour shifts (10 hours per day) will be 10 hours per day, 40 hours per week.
- (c) An "Overnight Awake" shift designed to exceed eight (8) hours shall be compensated at the "Overnight Awake" rate of pay for eight (8) hours and any additional hours worked shall be compensated at the RCW rate

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

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

**3. Article 30.3 - Casual Call-in Procedure**

Qualified casual employees will be called in order of seniority. Casual employees will complete an availability form.

**(a) Availability:**

1. Casual employees will provide their availability to the Employer by the seventh (7th) of each month for the following calendar month. When the seventh (7th) falls on a weekend, availability is due the Friday before the weekend.
2. Casual employees may change their availability without penalty, prior to accepting a shift, by contacting the Employer as soon as possible with any change in availability. Casual employees may select those program areas in which they wish to work, indicating this on the availability form, and must complete a working orientation shift prior to being placed on the call-in list for those programs.
3. Casual employees will be available:
  - i. A minimum of three (3) calendar days per week;
  - ii. During the period of July 1st - September 7th. Casuals will be available seven (7) out of nine (9) weeks; and December 15<sup>th</sup> - January 7th, casuals will be available for coverage through either Christmas or New Years holiday period.
  - iii. Casuals available for shifts in residential homes must be available for a shift Saturday and Sunday of the same weekend on alternating weeks.
4. Casual employees who have passed their probationary period and are attending school may apply to the Employer to have their availability covered under student status. Student status is defined as a casual employee who is not currently required to meet the minimum availability requirements as agreed to in this Local Issues agreement if they are currently enrolled and attending an educational program. School registration documentation may be required to grant student status.

**(a) Shift Assignment:**

1. Pre-booked shifts are those shifts that are booked off by regular employees in advance and can be covered with notice to the casual employees. On-call shifts are those shifts that arise on short notice.
2. All casual employees will be listed, by classification, in order of seniority, by worksite.
3. In the event a casual employee accepts a shift and another shift with more hours becomes available within their availability, the shift with the greater hours shall be offered to the casual employee.
4. Casual employees will be contacted by scheduling on or prior to the twentieth (20th) of each month with pre-booked shifts for the following month.
5. If a casual employee refuses to accept a shift for which they have stated their availability and it is for reasons of injury, illness, serious family emergency, or other bona fide reasons then it will not be considered a refusal of shift.
6. Casual employees must contact the cell phone of their Manager/Supervisor to cancel a shift with less than seventy-two (72) hours' notice.
7. The Employer will send a letter via registered mail to casual employees who have not worked any shifts for

five (5) months. If the casual employee wishes to remain employed, they have one month to respond. If they do not respond within one month, they will be deemed to have resigned.

**(b) Calling Procedures:**

1. Shifts that need to be filled within twenty-four (24) hours will be filled in order of seniority using the following procedures:
  - i. if there is no answer or it is busy, then immediately redial to rule out a misdial, for the purposes of this article, any electronic message equipment will be deemed to be "no answer".
  - ii. if there is still no answer or it is busy, then proceed to the next available employee on the list.
  - iii. Employees returning a call within five (5) minutes will receive the shift if senior.
  
2. Shifts that need to be filled outside of the twenty-four (24) hours will be filled in order of seniority using the following procedures:
  - i. if there is no answer or it is busy, then immediately redial to rule out a misdial, for the purposes of this article, any electronic message equipment will be deemed to be "no answer".
  - ii. Wait 20 minutes;
  - iii. Redial the same employee;
  - iv. If there is still no answer or it is busy, then proceed to the next available employee on the list.
  
3. Coverage for Shifts with Excess of Seven (7) Days Notice  
  
Definition: Coverage for a shift that commences more than seven (7) days after notification. Employees will be called in order of seniority (full-time, part-time and casual employees).  
  
The staffing person attempting to fill the shift will call two (2) contact numbers for the first employee on the list, and then wait twelve (12) hours for the employee to reply to the call-out. If there is no reply within the twelve (12) hours, the next employee on the list will be called. This process will be repeated until the shift is filled or until there is less than seven (7) days before the shift is to commence, at which time the procedure outlined in (2) above, will be followed.
  
4. All calls must be recorded in a logbook. The logbook will show;
  - the time and date of the call;
  - the employee being called;
  - the shift they are being offered;
  - whether the employee accepts, or refuses, or does not respond to call;
  - the signature of the staffing person calling;
  - The Employer will provide a list of acronyms to be used in recording the logbook.
  
5. The staffing person is not obligated to call more than two (2) contact numbers per employee. Casual employees who cannot be reached where they have recorded themselves available, will have that shift recorded as a refusal. A casual employee calling back within 24 hours with a bone fide reason will not have that shift recorded as a refusal.

6. If a casual employee refuses to work on three (3) occasions within a three (3) month period, they will be placed at the bottom of the call-in list for the remainder of the call-in period. At the beginning of the next call-in period, the employee will be placed in the appropriate place on the seniority call-in list.

#### **4. Client Vacations and Out-of-Town Assignments**

A client vacation/out-of-town assignment is any situation in which an employee or group of employees is away from their normal work location with clients.

Client vacations/out-of-town assignments which are twelve (12) hours or less shall be paid at the applicable rate of pay.

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

a) Remuneration:

Eight (8) hours straight time (1x) pay for their shift; plus eight (8) hours additional straight time (1x) pay that can be taken by the employee in the form of pay or lieu time. Where lieu time is chosen, the booking of it shall be mutual agreement between the employee and the Employer within a six (6) month period of time.

b) Employee participation on client vacation/out-of-town assignments shall be voluntary.

c) Client vacation/out-of-town assignments will be offered by seniority in the worksite in the following order:

- (1) Regular full-time employees
- (2) Regular part-time employees
- (3) Casual employees

d) All field trips are optional to each employee. No employee who opts out of an overnight field trip will experience a change in working conditions to which they have not given consent.

The Employer shall pay all reasonable expenses incurred by staff (excluding personal items and intoxicants) while on client vacations/out-of-town assignments (e.g., transportation, meals, 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 and/or client from the vacation site and supply necessary replacement staff if required.

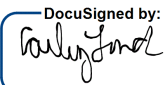
Travel advances will be per Article 26.11 (Travel Advance) and will apply to casual staff.

**5. Special Projects**

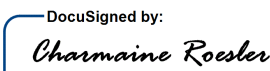
“Special Project Employees” are employees hired for a specified period of time, not to exceed six (6) months for special projects as mutually agreed between the Employer and the Union. Such Employees shall be members of the Union and will be considered casual employees for the purposes of the Collective Agreement. Wage rates shall be subject to mutual agreement between the parties. If the special project continues past a six (6) month period, the parties may mutually agree to a further period of six (6) months. If the special project continues, the position shall be posted

**6. Article 26.2 – Paydays**

- a) Employees shall be paid biweekly, on alternate Tuesdays.
- b) Where there is a discrepancy on a paycheque and/or payday, the Employer upon request of the employee shall arrange for the employee to be provided with a manual cheque within 24 hours of when the paycheque was due. Also, the Employer will advise the employee(s), in writing, of the discrepancies.
- c) Employees may elect to have their pay directly deposited into the financial institution of the employee's choice.

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 Union Bargaining Representative

Signed by:  
**Cynthia Roling**  
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 Employer Representative

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 BCGEU Staff Representative

Signed by:  
  
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 CSSEA Representative

Dated January 2, 2025