

**MEMORANDUM OF AGREEMENT****RE: LOCAL ISSUES***Between**British Columbia General Employees' Union (BCGEU)**and**Western Human Resources Corp.**Represented by the Community Social Services Employers' Association (CSSEA)***1. Definition of "Program/Worksite"**

13.3(a)	Layoff	Worksite/ LOU #1 Regional groupings as per #7 will apply
14.2 (a)	Hours of Work	Worksite/ LOU #1 Regional groupings as per #7 will apply
14.2(e)	Additional Hours	Worksite/ LOU #1 Regional groupings as per #7 will apply
16.4	Sharing of Overtime	Worksite/ LOU #1 Regional groupings as per #7 will apply
18.2(a)	Vacation Preference	Worksite/ LOU #1 Regional groupings as per #7 will apply
24.1(c)	Job Posting	Worksite/ LOU #1 Regional groupings as per #7 will apply
30.3	Casual Call-in Procedures	Worksite/ LOU #1 Regional groupings as per #7 will apply

**"Worksite" means a single house.****2. Article 14.2(a) – Hours of Work**

The hours of work of a regular full-time employee will normally be seven and one-half hours per day, exclusive of an unpaid meal period, and an average of 37 ½ hours per week.

The hours of a regular full-time employee will normally be eight (8) hours per day, inclusive of a paid meal period, and an average of 40 hours per week.

***Resourceability/Nursing Solutions Program***

Hours of work shall be eight hours per day, an average of 40 hours per week. In order to meet the needs of the clients, the employer may institute 12-hour shifts, not to exceed an average of 40 hours per week. The 12-hour shifts will only be considered if the employer is unable to fill the 12-hour days with two employees. The 12-hour shifts will be offered first to the employee already scheduled for the six or eight hours on the day in question.

**3. Article 26.2 - Paydays**

Paydays shall be semi-monthly on the 15<sup>th</sup> and last day of each month.

The Employer may provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory, except where access to a financial institution with capability of accepting direct deposit is not available.

**4. Casual Call-in Procedures*****Availability***

- (a) Qualified employees who have indicated availability for casual work will be called and/or texted (employee's choice) and shall be offered work by seniority in the following order:
  - (i) full-time (whose hours are less than the maximum allowable under Article 14.2(a);
  - (ii) part-time;
  - (iii) casual.
- (b) Employees will provide availability by the seventh (7<sup>th</sup>) of each month for the following calendar month. When the seventh (7<sup>th</sup>) falls on a weekend, availability is due on the Friday before the weekend. If a casual employee does not submit their availability by the seventh (7<sup>th</sup>) of the preceding month, the Employer does not have an obligation to call that employee for shifts that come available in the following month. Qualified casual employees shall be called in order of seniority when shifts are available for booking after (a) above. Refusals, as described in (e) below do not apply to regular employees registered for casual work.
- (c) Employees may submit their standard and ongoing availability in writing, which may be modified in writing from time to time.
- (d) Employees may change their availability without penalty by contacting the Employer in writing with as much advance notice as possible.
- (e) Casual employees who refuse three (3) shifts for which they have stated availability, for reasons other than injury, illness or serious family emergency in a period of three (3) calendar months will drop to the bottom of the casual seniority list until the next month, casual seniority list is produced as per Article 30.2 Seniority.
- (f) It is the obligation of the employee to inform the caller if accepting the shift will put them into overtime.
- (g) Once an employee accepts a shift, they will be deemed to have been regularly scheduled and is unavailable to fill another vacant shift(s) in conflict with the accepted shift(s).

***Calling Procedure***

- (a) Employees must provide a contact preference to the manager (e.g. phone number, text number, etc.). That preferred method will be used first and the person completing the call out is under no obligation to try a second or third method. Once an attempt to contact all employees listed as

available by their preferred method has been made, alternative contact methods (e.g. different phone number) may be used.

(b) Shifts that need to be filled outside of the 48 hours will be filled in order of seniority using the following procedures:

(1) Contact the employee. If there is no answer or it is busy, then immediately redial to rule out a misdial;

(2) Wait a minimum of three (3) hours; then proceed to the next available person on the list;

(c) Shifts that need to be filled within 24 to 48 hours will be filled in order of seniority using the following procedures:

(1) Contact the employee. If there is no answer or it is busy, then immediately redial to rule out a misdial;

(2) Wait a minimum of five (5) minutes; then proceed to the next available person on the list;

(d) All calls must be recorded in a logbook. The logbook shall show:

- The time and date of the call;
- The employee being called;
- The shift they are being offered;
- Whether the employee accepts or refuses;
- The signature of the person calling.
- In the event of a dispute, the Union shall have access to the logbook and shall be entitled to make copies.

(e) It is agreed that when technologies are available, employees may be contacted sequentially or simultaneously with offers of work, and Article 30.9 Use of Technology call in procedure will apply.

## **5. 30.9 - Use of Technology**

### *Procedure for Calling Casuals:*

(a) Employees shall be offered work electronically, by seniority in the following order:

- (i) Full-time whose hours are less than Article 14.2(a)
- (ii) Part-time
- (iii) Casual.

Employees must inform the supervisor or designate when the offered work hours will trigger overtime.

(b) The manner in which employees shall be called to work shall be as follows:

- Call-out shifts needing to be filled will be offered in order of seniority as follows:
- Less than 4 hours' notice – shifts will be offered with a 5-minute window for staff to notify the Employer that they would accept the shift using the same electronic communication. At the end of the 5 minutes, the most senior employee that notified the Employer will be given the shift.
- 4 hours to 5 days' notice - shifts will be offered with a 30-minute window for staff to notify the Employer that they would accept the shift using the same electronic communication. At the end of the 30 minutes, the most senior qualified employee that notified the Employer will be given the shift.
- More than 5 days' notice– shifts will be offered with a 24-hours window for staff to notify the Employer that they would accept the shift using the same electronic communication. At the end of the 24 hours, the most senior qualified employee that notified the Employer will be given the shift.

The Employer must keep appropriate records of call outs consistent with Article 30.3 of the collective agreement and make them available to Union upon request in the event of a dispute. The union shall be entitled to make copies.

## **6. Client Vacations and Out of Town Assignments**

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

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

### **(a) Remuneration**

For each 24-hour period or portion thereof, the employee shall receive eight hours pay at straight-time rates, plus one day in lieu. The lieu day is to be scheduled within sixty (60) days at a mutually agreed time.

(b) Employee participation on client vacations and out-of-town assignments shall be voluntary.

(c) The Employer shall canvass employees in a timely manner about their interest in Client vacations and Out-of-town assignments, by seniority, in the worksite in the following order:

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

**BCGEU and Western Human Resource Corp.****UNION PROPOSAL**

Note: Employees must have the training and experience with the particular client(s) to attend on client vacations and out of town assignments.

- (d) Regular employees who choose not to travel on client vacations or out of town assignments, shall be offered alternate employment of equal hours.

The Employer shall pay all reasonable expenses incurred by staff (excluding alcohol, cigarettes, or items of a personal nature) while on client vacations and out-of-town assignments (e.g. transportation, meals, mileage, where applicable, and accommodation).

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

Travel advances will be as per Article 26.11 and will also apply to casuals.

## **7. LOU #1 – RE: REGIONAL GROUPINGS**

For the purposes of Article 13.4, 14.2(e) and 24.1(c), the following groupings will be used:

- (1) Eso and Smithson; (Kelowna)
- (2) Spartan, Dixon, Bryden, Lampton and Park Place; (Vernon area)
- (3) Salmon Arm Day Program and Orchardview; (Salmon Arm)
- (4) Hazelton; (Prince George)
- (5) Wingate; (Coquitlam)
- (6) Milford and Birch Station; (Richmond)
- (7) Manual House; (Langley)
- (8) Resourceability stands alone.

Any new worksite will be grouped by mutual agreement of the Union and Employer.

## **8. LOU#2 – RE: SALMON ARM DAY PROGRAM VACATION CLOSURE**

The Manager and staff will mutually agree on the Salmon Arm Day Program closure dates of two weeks in July and one week at Christmas. The Employer will post in the Day Program the exact dates of each closure by March 31<sup>st</sup> of each year.

## **9. School-Based or Seasonal Program Employees**

The process described in the Letter of Understanding re: Summer Student Protocol between BCGEU and CSSEA, dated April 7, 2016, is incorporated into these local issues agreement and will apply to student employment and work experience programs.

## **10. Special Project Employees**

Does not currently apply to this Employer but may be negotiated in the future.

**BCGEU and Western Human Resource Corp.**

**UNION PROPOSAL**

**SIGNED ON BEHALF OF  
THE UNION:**

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Darla Holmwood

Union Bargaining Association Representative

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Local Issues Bargaining Committee Representative

**SIGNED ON BEHALF  
OF CSSEA:**

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*Tim Hurston*

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Tim Hurston

Employer Representative

Signed by:

*Mike Jackson*

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CSSEA Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

January 13, 2025