

**TDCSS\BCGEU
LOCAL ISSUES AGREEMENT**

Memorandum of Agreement

Re: Local Issues

Between

BC General Employees' Union (BCGEU)

And

Terrace and District Community Services Society

Represented by

Community Social Services Employers' Association (CSSEA)

1. Article 2.1 - Special Project Employees

"Special Project Employees" are employees hired for a specified period of time, not to exceed seven (7) months, for special projects as mutually agreed between the Employer and the BCGEU including employees hired under the auspices of a Federal or Provincial or Municipal special employment program. Such employees shall be a member of the BCGEU and will be considered casual employees for the purpose of the Collective Agreement. Wage rates shall be subject to the mutual agreement between the parties. If the special project continues past the seven (7) month period, the parties may mutually agree to a further period of up to five (5) months. If the special project continues into a second year, the position shall be posted.

2. Definition of a Program/Worksite

14.2 (e)	Additional Hours	Worksite will apply
16.4	Sharing of Overtime	Worksite will apply
18.2	Vacation Preferences	Worksite will apply
24.1(c)	Job Posting	Worksite will apply

3. Article 14.2 - Hours of Work

The hours of work for a full-time day and afternoon shift employee in either the Residential Services or the Support Services program are thirty-five (35) to forty (40) hours per week and seven (7) to eight (8) hours per day. Overtime is paid after 8 hours per day or 40 hours per week. Annual Hours of work are 1820 to 2080 hours per year.

The hours of work for a full-time awake night shift employee in either the Residential Services or the Support Services program are thirty (30) to forty (40) hours per week and seven (7) to ten (10) hours per day. Overtime for shifts less than 10 hours are paid after 8 hours per day or 40 hours per week. Annual Hours of work at 1820 to 2080 hours per year.

If the employee is scheduled ten (10) hour shifts, they will be provided with two consecutive days of rest starting on the last ten (10) hour shift in their rotation as per Article 14.2 (c).

Daily overtime for these 10 hour shift positions will commence after the completion of the extended workday (10 hours). Weekly overtime for these 10 hour shift positions will commence after 40 hours per week.

4. Article 26.2 - Paydays

Employees pay days will be bi-weekly on Friday, except where the Friday falls on a designated statutory holiday, then it shall be due at the end of the shift the day prior. To accommodate this provision, employees will do what is necessary to ensure that their time sheets are correctly completed and submitted to the employer by the assigned cut-off date.

5. Article 30.3 - Casual Call-in Procedures and Availability

- a. Qualified casual employees shall be called in order of seniority. All casual employees shall receive a letter of hire immediately upon hiring clearly confirming their employment status, their classification. This letter shall also confirm the casual employee's days and times of availability for work as negotiated at the point of hire.
- b. The commitment to general availability specified by the casual employee may be subject to revisions. Such revisions will occur once per year, or if mutually agreed between the Employer and the employee, on a more frequent basis, subject to operational requirements. Should a casual employee wish to increase their general availability they may do so at any time. The Employer will issue a revised letter of availability to reflect approved changes. The Employer shall not unreasonably deny a request for change of availability.
- c. The Employer requires that casual employees make themselves available during holiday, vacation time and weekends. The Employer agrees that casual employees will not have to work all vacation periods, statutory holidays and weekends.
- d. Article "30.11 Minimum Availability" of the collective agreement will apply.
- e. Casual employees shall complete a non-availability request form if they require time off. Approvals of non-availability requests are at the employer's discretion. The employer will not unreasonably deny non-availability requests.
- f. Casual employees are hired to cover absences of regular employees or augment employees during peak periods as per their submitted availability. Casuals have the same obligation to report for and to complete a shift as expected of regular employees. If a casual employee refuses to accept a shift and it is not for reasons of injury, illness or serious family emergency, that employee will have a refusal recorded. If a casual employee refuses to accept a shift because of childcare, they must provide written documentation to the employer of their attempts to secure alternate childcare in order to prevent a refusal from being recorded. Casual employees refusing a shift when the Employer calls the employee less than three (3) hours prior to the shift start time, will not have a refusal recorded. In the event that a casual employee accrues three (3) such refusals during the prime time vacation

period as outlined in article 18.12 of the collective agreement, that employee may be subject to progressive discipline.

- g. Unfilled shifts will be offered to regular employees under Article 14.2 (e) and casual employees who have submitted their availability form in this order:
 - I. Full-time regular employees up to the maximum straight time hours and where the shifts do not conflict with their regular hours.
 - II. Part-time regular employees up to the maximum straight time hours and where the shifts do not conflict with their regular hours.
 - III. Casual employees
- h. For urgent shifts that have become vacant with fewer than 24 hours' notice, the first available employee will be assigned.
- i. For non-urgent shifts that have become vacant with more than 24 hours' notice, following procedures will be followed:
 - I. If there is no answer or it is busy, then immediately redial to rule out a misdial;
 - II. If there is no answer or it is still busy, then proceed to the next available person on the list.
 - III. If the more senior employee returns a call to the employer prior to the shift being filled by a less senior employee, they will be awarded the shift.
- i. Qualified casual employee will be called for vacation and other leave coverage with as much notice as possible.
- j. All calls must be recorded in a log book. The log book shall show:
 - 1. The time and date of call:
 - 2. The signature of the person making the call
 - 3. The employee being called
 - 4. Whether the employee accepts, declines or does not respond to the call.
- k. It is the obligation of the employee to inform the caller if accepting the shift will put them into overtime.

6. School based or Seasonal Employees

The parties agree that the School Based Prevention workers are covered by all of the terms of the Collective Agreement except as amended below.

In recognizing the different working conditions the parties agree that:

- a. School Based Prevention workers will take their accrued vacation entitlement in conjunction with the scheduled school closures.
- b. Any remaining vacation would be taken in conjunction with the summer school closure.

- c. After utilizing all of their vacation entitlement, School Based Prevention workers will be issued a record of employment identifying a temporary lay-off.

School Based Prevention workers who are on lay off, shall have the option of continuing specific health and welfare benefits if they agree to pay the premium costs to the Employer in advance provided the carrier allows for this provision.

7. Client Vacation and Out of Town Assignment

It is understood that employees participating in Employer approved client vacations and field trips shall be compensated as follows:

- a. Up to a maximum of eight (8) hours pay at regular straight time rates for each twenty-four (24) hour period so worked and
- b. One (1) day off with pay in Lieu of each twenty-four (24) hour period. The Lieu days are to be scheduled at a mutually acceptable time and taken within sixty (60) days of being earned.
- c. Where no request is received, compensation for the time will be paid out without any additional time off.
- d. The Employer agrees to pay all reasonable and approved expenses.
- e. Employee participation in Client Vacation and Out of Town Assignments shall be on a voluntary basis.
- f. Staff who do not go on such vacations will be given alternate work or placed in other worksites, including working in other programs. No loss of pay shall occur.
- g. Out-of-town assignments or client vacations that exceed the scheduled hours of work of the employee(s) and that do not require an overnight stay will fall under articles 14 and 16 of the collective agreement. The employer is only responsible to pay an employee for time in which the client is under their care. The employer is not required to pay for personal time.

8. Article 16.4 Scheduling of Overtime

It is understood that overtime shall be offered in the following order:

- a. Equitably by seniority within the worksite;
 - b. Equitably by seniority within the program;
 - c. Equitably by seniority within the organization.
9. Both parties agree that whenever possible and in compliance with the scheduling language of section (8), shift coverage will be awarded to the most senior eligible employee that is available to complete the shift in its entirety at a mix of both straight time and overtime. The parties further agree that the employer can offer the shift to the most senior eligible employee that is available to work the most straight time. If shift coverage is not available with a split of straight time and overtime, the most senior eligible employee shall be offered the shift as per the scheduling language of section (8).

Signed on behalf of the Union

Signed by:



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Christina Holmes, BCGEU Staff Representative

Signed by:



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Lucia Morton, Labour Management Committee
Member

Signed on behalf of the Employer

Signed by:



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Hemlata Thekoot, HR Director, TDCSS

Signed by:



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Kathryn Rogers, HR & Labour Relations Consultant,
CSSEA

Date: December 10, 2024