

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

between

B.C. General Employees' Union (The "Union")

and

MSA Society for Community Living (the "Employer") represented by

Community Social Services Employers' Association (CSSEA)

**1. 14.2(a) (b) (4)(e) and (f) Hours of Work**

The hours of work are seven (7) or eight (8) hours per day and shall range from thirty-five (35) to forty (40) hours per week. Overtime rates apply after eight (8) hours in a day or forty (40) hours in a week.

**2. "Program" 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	Program for Day Programs/Worksites for Residential Programs will apply
16.4 Sharing of Overtime	Program for Day Programs/Worksites for Residential Programs will apply
18.2(a) Vacation Preferences	Program for Day Programs/Worksites for Residential Programs will apply
24.1(c) Job Postings	Program for Day Programs/Worksites for Residential Programs will apply

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

As per 14.2 (e)(1) of the Collective Agreement all employees who have stated their availability for additional hours will be placed on the call-in list in order of seniority.

- a) Regular Full-time
- b) Regular Part-time
- c) Casual

Casual employees will complete an availability form

**a) Availability:**

1. Casual employees must submit their availability, in writing upon hire, on a form to management. Regular employees requesting additional hours must submit availability to their manager. Casual or regular employees may change their availability by submitting a new availability form to management no later than the fifteenth (15th) day of the preceding month.
2. If a casual or permanent part-time employee submits their availability in writing to management after the fifteenth (15th) day of the preceding month, the Employer is under no obligation to offer them any shifts that have already been filled. However, the casual or regular employees' seniority will be applicable for all the remaining available shifts starting the three (3) business days after they submit their availability form.
3. Employees who do not submit their availability or submit their availability late will drop to the bottom of the seniority list for call out purposes for the upcoming month.

4. When the 15th of the month falls on a weekend, availability forms are due the Friday before the weekend.
5. If your availability changes due to illness, appointments or other commitments after you have submitted your availability sheet you are required to notify the Employer as soon as possible, prior to being called for a shift.
6. Casual employees (Residential) must be available for a minimum of 4 (four) shifts per week and a minimum of 8 (eight) out 13 (thirteen) statutory holidays.
7. Casual employees (Day Program) must be available 2 (two) out of 5 (five) shifts per week.
8. Casual employees who have passed their probationary period and are attending full-time school (3 courses) 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. However, casual employees must be available for minimum of one (1) shift per week for Day Program and a minimum of three (3) shifts per week for Residential Program unless otherwise agreed to by the parties. School registration documentation is required to grant student status. It is understood by the parties that when a student status casual is not participating in school, they are expected to meet the casual minimum requirements as above."

**(b) Shift Assignment:**

1. Casual employees will be contacted by scheduling on or prior to the 25th (twenty-fifth) of each month with pre-booked shifts for the following month.
2. 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.
3. The Employer will send a letter via registered mail to casual employees who have not worked any shifts for six (6) months to determine if the casual employees want to remain employed. Casual employees who have not worked any shifts for six (6) months will be deemed to have resigned.

**(c) Calling Procedures:**

1. When calling employees for shifts the staffing person is not obligated to call more than two (2) contact numbers per employee. The employer/designate will leave a voice mail message, text message or a message with a third party. Wait a minimum of 15 (fifteen) minutes before moving on to the next person on the list.
2. All calls must be recorded on the call in sheets. The call in sheet 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.
3. If a casual employee refuses to work on six (6) occasions within a six (6) month period, they will be placed at the bottom of the call-in list for one month. 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) An employee may elect to accompany a client on vacation or to attend an out-of-town assignment
- b) A client vacation or out-of-town assignment that does not require an overnight stay will be compensated at the employee's applicable rate of pay.
- c) A client vacation or out-of-town assignment involving an overnight stay will be compensated at the rate of sixteen (16) hours of an employee's regular hourly rate for each twenty-four (24) hour period or part of a twenty-four (24) hour period. The employee may choose to take eight (8) hours of pay and eight (8) hours of paid lieu time.
- d) An employee who does not participate in a client vacation or out-of-town assignment will not suffer a loss of her regular work or pay.
- e) The Employer will pay all reasonable expenses incurred by an employee on a client vacation or out of town assignment.
- f) In the event of an emergency involving the employee or a client, the Employer will be responsible for arranging and paying for transportation home and, if necessary, replacement staff.

#### **5. Special Project Employees**

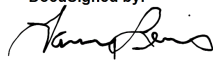
- a) A "special project employee" is an employee hired for a specified period for special projects, including an employee hired under the auspices of a federal or provincial special employment program. Where the Employer wishes to employ a special project employee, it will provide details of the proposed arrangement to the Union. A special project employee may only be utilized by mutual written agreement of the Employer and the Union.
- b) 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.
- c) A special project employee will be considered a casual employee under the collective agreement. All applicable provisions of the collective agreement will apply, including the percentage paid in lieu of paid holidays and scheduled vacation, and union membership as a condition of employment.
- d) 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

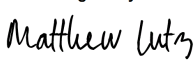
reasonable effort to overcome funding constraints to pay such employee the applicable collective agreement rate.


- e) Special project employees will be supernumerary, and their hiring must not result in the layoff of existing bargaining unit employee or a reduction in their work. Any regular employees on layoff must be recalled to the available work prior to a special project employee being hired

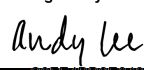
**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF EMPLOYER:**

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Union Bargaining Representative

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Employer Representative

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BCGEU Staff Representative

Signed by:  
  
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CSSEA Representative

Dated January 24, 2025