

MEMORANDUM OF AGREEMENT  
LOCAL ISSUES ADDENDUM  
Between  
B.C. General Employees' Union  
And  
Thompson Community Services Inc. (TCS)  
Represented by the  
Community Social Services Employers' Association (CSSEA)

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

The hours of work for a regular full-time employee shall be up to eight (8) hours a day, forty (40) hours per week and 2080 hours annually.

For overtime rates, Article 16 will apply.

The following extended hour shifts are currently in operation:

10 Hour Shifts	Location: Fleet
	Overtime: Time and half for over 10 hours worked in a day or over an average of 40 hours a week.  Double Time for over 12 hours in a day
12 Hour Shifts	Location Terrace – MCFD programming only
	Overtime: Time and one half for hours worked over an average of 40 hours a week or over 2080 hours annually.  Double time the hourly rate over 12 hours in a day.

2. **"Programme" or "Worksite" - as identified in Clauses 13.3(a) (Layoff), 14.2(e) (Hours of Work), 16.4 (Sharing of Overtime), 18.2(a) (Vacation Preferences), 24.1(c) (Job Postings)**

- (a) The term "**worksite**" is based on the individuals or group of individuals served who are cared for by a common team of regular status employees at a house. A house may constitute one worksite, or there may be more than one worksite per house based on the above. A regular employee may work at more than one worksite.

(b) The term "**programme**" is based on similarity of services provided, and which may apply to multiple worksites. The current programme definitions at the Employer are:

**Programmes**

- Residential
- Community Inclusion

(c) The term "**operational region**" is based on geographic organization units under an Area Director who oversees worksites and programmes within that geographic region. Due to size and operational requirements, staff may work across worksites and programmes within an operational region.

**Programmes are subject to change based on funding and contractual obligations.**

**Operational Regions:**

- (1) Vancouver/Fraser Valley
  - (a) Vancouver
    - i. Locations: Richmond, Coquitlam, North Vancouver
  - (b) Fraser Valley
    - i. Locations: Surrey, Maple Ridge, Abbotsford, Langley, Chilliwack
- (2) Northwest
  - (a) Locations: Prince Rupert, Terrace, and Kitimat
- (3) Prince George
  - (a) Locations: Prince George
- (4) Vancouver Island
  - (a) South Island
    - i. Locations: Victoria, North Saanich, Metchosin, Sooke, Collingwood
  - (b) North Island
    - i. Locations: Campbell River
- (5) Okanagan/Interior
  - i. Locations: Kelowna, Lake Country, Vernon, Penticton, Salmon Arm

(d) The following will apply:

13.3(a)	Layoff	Worksite will apply
14.2(e)	Additional Hours	Worksite will apply
16.4	Sharing of Overtime	Worksite will apply
18.2(a)	Vacation Preference	Worksite will apply
24.I(c)	Job Postings	Worksite will apply

These locations operate independently and are mutually exclusive to each other.

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

- (a) Casual employees shall be called in order of seniority. The Employer may, on occasion, be required to consider bona fide client care needs and job orientation of new employees when assigning shifts.
- (b) Casual employees may apply to make themselves unavailable for one (1) out of every four (4) weekends and may take off two (2) weeks during the peak times of June 1st - October 1st or December 15th - January 15th based on seniority and subject to staffing needs. Casuals are required to be available to work on Christmas Day and New Years Day. The Employer will endeavour to not book a Casual for both Christmas Day and New Years Day, where operationally feasible.

(1) Refer to article 30.11 Minimum Availability for additional information.

- (c) Casual employees must submit their availability by the first day of the month for the following month. In the event an employee fails to submit current availability, the previous month's submission will remain operative.
- (d) Regular (permanent part-time) employees requesting additional hours must give the Employer written notice of their desire to work additional hours and submit their schedule of availability by the first day of the month for the following month. In the event an employee fails to submit current availability, the previous month's submission will remain operative. Qualified regular employees shall be offered work in accordance with their recorded availability and in order of seniority in accordance with Article 14.2(e). Refusals do not apply to regular employees.
- (e) Qualified casual employees shall be called in order of seniority when shifts are available for booking after (d) above.

#### (f) *Call-in Procedure*

- (1) Shifts will be filled by trained and orientated Casual employees; training will not be unreasonably denied.
- (2) Non-urgent shifts that need to be filled outside of the twenty-four (24) hour period will be in the 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 - leave a message if there is an answering machine or voicemail services;
  - ii. Wait 5 minutes;
  - iii. Redial the same employee if there is no answering machine or voicemail services;
  - iv. If there is still no answer, if it is still busy, or if a return call within 5 minutes is not received, proceed to the next senior person on the list.

- (3) Urgent shifts that need to be filled within twenty-four (24) hours will be filled in order of seniority using the following procedure:
  - I. If there is no answer or it is busy, then immediately redial to rule out a misdial;
  - II. If there is still no answer or it is still busy, proceed to the next senior person on the list.
- (4) All phone 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, refuses, or does not respond;
  - the signature of the person calling
- (5) Once having accepted a shift a casual employee has the same obligation to report for and complete that shift as would be expected of a regular employee.
- (6) Once having accepted a shift a casual employee will not be eligible for any other shift that conflicts with it.
- (7) A casual employee is allowed four (4) refusals every six (6) months. After the fourth refusal, the employee would go to the bottom of the seniority list for call in purposes only for a period of 6 months.
- (8) Casual employees will not be marked as a refusal when they:
  - (1) are on approved leave of absence
  - (2) are on vacations as per (b) above
  - (3) are involved in a serious household or domestic emergency or other act of God
  - (4) Family illness (child and/or dependent elder), medical certificate may be required
  - (5) Precluded from call-in for bona fide reasons.
- (9) Employees must inform the Employer (or designate) if they are aware when accepting work that they would be eligible for overtime.
- (10) Casuals will be called in seniority order subject to availability for each available block of work being offered.

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

For client vacations, out of town assignments and field trips which have been approved by the Employer, the following conditions shall apply:

- (a) Employee participation in client vacations, out of town assignments and field trips will be voluntary. No employee will suffer a loss of wages for declining the assignment or client vacation.

(b) 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:

- (i) full-time employees;
- (ii) part-time employees;
- (iii) casual employees.

(c) Assignments 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.

(d) For each twenty-four (24) hour period worked, the employee will receive eight (8) hours pay at regular straight time rates and an eight (8) hour day off with pay in lieu.

(e) The Employer will pay all reasonable expenses incurred by employees while on client vacations, out of town assignments and field trips. Reasonable expenses may include transportation, accommodations, meals, and mileage where applicable. Reasonable expenses will not include alcohol, drugs, cigarettes, or items of a personal nature. Travel advances will be as per Article 26.11 and will apply to casual staff.

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

(g) A previous collective agreement or local Issues agreement provision addressing client vacations and out of town assignments will be maintained as a superior provision if the compensation exceeds the minimum standard established by this language.

5. School Based or Seasonal Program Employees;

- Not applicable at this time. The employer will discuss with the union if this becomes applicable in future.

6. Special Project Employees;

- Not applicable at this time. The employer will discuss with the union if this becomes applicable in future.

7. Split Shifts


- The parties agree that there are no split shifts.

8. Student Employment and Work Experience Programmes:

- Student employment and work experience programmes will only be utilized with mutual agreement between the parties.

Signed on behalf of Union

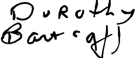
Signed by:



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Christina Holmes, BCGEU Staff Representative

Signed by:



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Dorothy Bartsoff, BCGEU Local 312 Chair

Signed on behalf of Employer

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Mike Laverty, Chief Human Resources Officer, TCS

Signed by:



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Kathryn Rogers, HR & Labour Relations Consultant,  
CSSEA

Date: December 2, 2024