# MEMORANDUM OF AGREEMENT LOCAL ISSUES ADDENDUM

Between

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

and

Surrey Association for Community Living (The "Employer") represented by the

Community Social Services Employers' Association (CSSEA)

## 1. Hours of Work

The full-time hours of work shall be:

- (a) Thirty-five (35) or thirty (30) hours per week for Community Inclusion.
- (b) Forty (40) hours per week for Residential Services.

## 2. " Programme" or "Worksite"

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

### 3. Casual Call-in Procedures

As per 14.2 (e)(1) of the Collective Agreement all employees who have stated their availability for extra shifts 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 provided by e-mail or in person.

### (a) Availability:

- 1. Casual availability will include a minimum of ten (10) shifts per month which will include a minimum of two (2) shifts per week and one (1) weekend per month.
- All casual employees must be available a minimum of eight (8) statutory holidays out of the thirteen
  (13) including either Christmas or New Year's Day. The choice of Christmas or New Year's Day will be
  based on seniority.
- 3. Availability is submitted one month in advance for each month and is due on the seventh day of each month. For example, availability for the month of August is due on the seventh of July. When the seventh falls on a weekend, availability is due on the Friday before the weekend. Availability may be submitted in advance of the deadline for up to 3 months in advance.

- 4. If a casual or permanent part-time employee submits their availability in writing to the worksite after the seventh day of the month, the employer is under no obligation to offer them any shifts that have already been filled. However, the casual or permanent employees' seniority will be applicable for all the remaining available shifts starting the day they submit their availability form.
- 5. The following codes are to be used to record availability for each day of the month:
  - D = Day Shift
  - E = Evening Shift
  - N = Night Shift
- 6. 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 documents may be required to grant student status.

## (b) 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 that arise on short notice.
- 2. All casual employees will be listed, in order of seniority, by programme and/or worksite.
- 3. Where more than one (1) shift is available, the shift of the longest duration will be assigned to the senior person.
- 4. Casual employees will be contacted by scheduling on or prior to the twentieth (20) 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 reason of injury, illness, serious family emergency, or other bona fide reasons then it will not be considered a refusal of shift.
- 6. Whenever possible employees will verbally advise their manager/supervisor to cancel a shift with less than seventy-two (72) hours' notice.

#### (c) Calling Procedures:

- Where the shift occurs within 3 hours, calls will be placed in order of seniority with 5-minute intervals between calls. Where the shift occurs within 24 hours, calls will be placed in order of seniority with 15-minute intervals between calls. Where the shift occurs more than 24 hours in advance of the start of the shift, calls will be placed in order of seniority with 30-minute intervals between calls.
- 2. 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.

The staffing person is not obligated to call more than two (2) contact numbers per employee. For the purposes of this article, any electronic message equipment will be deemed to be "no answer", and not a refusal by the staffing person. All calls will be recorder on the Call-in sheet.

#### 4.-Client Vacation and Out of Town Assignments

- (a) The Employer will canvass employees in a timely manner about their interest in out-of-town assignments. 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 to interested employees.
- (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) 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 their regular work or pay. A casual employee who elects not to accompany the client on vacation or to attend out-of-town assignment will not be penalized.
- (e) The employer will pay all reasonable expenses incurred by an employee on a client vacation or outof- town assignment. The advance will be based on the reimbursement rates in Article 26 and the cost of accommodation if it is needed.
- (f) If the event of an emergency involving the employee or client, the employer will be responsible for arranging and paying for transportation home and, if necessary, replacement staff.
- (g) The previous collective agreement or local issue 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. Special Project Employees

- (a) "Special Project Employees" are employees hired for a specified period of time, not to exceed six months for special projects or as mutually agreed between the Employer and the Union.
- (b) Such positions will be posted according to Article 24.1 and 24.2 and may not exceed 6 months in duration. At the end of the term, the Employer will either:
  - (i) Post a permanent position;
  - (ii) End the term position;
  - (iii) Extend the term position beyond six (6) year, provided the Union has been informed of the reason for the extension and agrees to the extension.
- (c) An employee in a term certain position, will not replace or augment current positions or prevent a recall of an employee on layoff, or result in a loss of work for bargaining unit employees.
- (d) An employee in a term certain position will be eligible for all benefits according to a regular

employee, except bumping rights.

- (e) Employees will be paid at the applicable wage rates under the collective agreement. Should funding constraints be an issue, wage rates shall be subject to mutual agreement between the Parties, however, the Employer will make every reasonable effort to pay such employees at the applicable wage rate in the collective agreement.
- (f) Existing regular employees who have permanent positions and post into special projects roles will retain the right to return to their permanent position when the special project position expires. Hours accrued in special project positions will count towards seniority.
- (g) Special project employees will not replace or augment the current positions or prevent a recall of an employee on layoff, cause a layoff, or result in a loss of work for existing bargaining unit employees.

#### 6. Article 26.2 Paydays

- (a) Employees will be paid bi-weekly by direct deposit.
- (b) Where there is a discrepancy on a paycheque and/or payday due to an Employer error, the Employer upon request of the employee shall arrange for the employee to be provided with a manual cheque by the next business day from when the paycheque was due. Also, the Employer will advise employee in writing, of the discrepancies. Any fees and/or penalties that are borne by the employee as a result of the Employer's error in the paycheque and/or discrepancies in pay, will solely be paid by the Employer.
- (c) Employees may elect to have their pay directly deposited into the financial institution of the employee's choice.

SIGNED ON BEHALF OF THE UNION:	SIGNED ON BEHALF OF EMPLOYER:	
Signed by:	Signed by: Corren Windhill	
Union Bargaining Representative	Employer Representative	
Charmaine Roesler	Signed by:  The Daly  BD6718643786427	
BCGEU Staff Representative	CSSEA Representative	
December 9, 2024 Dated	_	