

BCGEU and Kindale Developmental Association

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

between
B.C. General Employees' Union (BCGEU)
and
Kindale Developmental Association (Kindale)
represented by the
Community Social Services Employers' Association (CSSEA)

1. Definition of "Program/Worksite"

13.3(a)	Layoff	Worksite for Residential and Day Program by "Program"
14.2(e)	Additional Hours	Worksite for Residential and Day Program by "Program"
16.4	Sharing of Overtime	Worksite
18.2(a)	Vacation Preference	Worksite
24.1(c)	Job Posting	Worksite for Residential and Day Program by "Program"

"Program" means entire community inclusion program.

"Worksite" means the physical location.

2. Article 14.2(a) – Hours of Work

Full-time hours of work are between seven and a half hours per day, 37.5 hours per week and eight hours per day, 40 hours per week.

Overtime is applicable after 40 hours per week.

3. Article 14.2(g) – Extended Hours Shift

The status quo shall remain for shifts currently in effect that are outside of eight hours per day, 40 hours per week, and are hereby deemed to be agreements pursuant to Article 14.2(g), subject to the following:

The Employer cannot institute any new extended hours shifts without union agreement.

4. Article 26.2 – Paydays

Employees shall be paid on the first and 15th of the month by direct deposit to any Canadian financial institution.

5. Article 30.3 – Casual Call-in Procedures*Availability*

Where the Employer determines hours of work that need to be assigned to cover absences that are expected to be three months or less, or to augment staffing during peak periods, the following process will be followed:

(a) (1) On or before the first day of each month, qualified employees choosing to work casual shifts will submit their dates and shifts of availability in each worksite they re-registered to work for the following month (e.g., June 1 for the month of July).

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- (2) If no availability form is submitted or the employee's indicated availability is less than the minimum required pursuant to paragraph (c)1(i)(a), the employee will be placed at the bottom of the call-in list for the month involved.
- (3) Once availability has been provided in writing it cannot be changed except by mutual agreement.
- (4) During peak periods from June through September casual employees may be approved for two weeks of time off without pay, provided there are sufficient other casual staff available to work.
- (b) (1) The Employer shall only be obligated to call employees for those shifts that they have indicated they are available for.
- (2) In emergencies, employees may be called for shifts other than those they have indicated they are available for. Inability to work these shifts will not be deemed refusals.
- (c) (1) An employee may reduce their availability by giving written notice to the relevant worksite Manager (or designate), provided they meet the minimum availability below.
 - (i) *Minimum Availability*
 - a. five shifts per week;
 - b. during peak period June 1 to September 1, casuals are allowed to book two weeks off during these times provided that no two casuals at one worksite are off at the same time;
 - c. at least eight out of the 13 statutory holidays, including either Christmas or New Years' Eve and two of the following: Labour Day, BC Day and Canada Day;
 - d. two weekends of every five weekends;
 - e. a minimum of three midnight shifts per week.
 - f. Article 30.11 (Minimum Availability) applies.
 - (2) An employee may increase their availability by mutual written agreement with the Employer (or designate).
- (d) Employees shall be able to apply for work at any worksite where they have the qualifications and ability to work.
- (e) Employees must inform the Employer (or designate) if, when accepting work, they will be eligible for overtime.

Procedures for Calling Casuals

- (f) The procedure for calling employees to work shall be:
 - (1) Qualified employees who have indicated availability for casual work will be called 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);

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- (ii) part-time;
 - (iii) casual.
- (2) Only full-time and part-time staff who have indicated in writing that they are willing to work casual shifts will be called;
- (3) Casuals will be contacted on or prior to the 20th of each month with pre-booked shifts for the following month. Pre-booked shifts are shifts that are pre-booked by regular employees and can be covered with notice to the casual employees.
- (4) Call out times for on-call shifts of short notice can be at any time.
- (5) Shifts that need to be filled outside of 24 hours will be in the 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) wait at least 10 minutes;
 - (iii) redial the same employee; and
 - (iv) if there is no answer or it is busy, then proceed to the next available person on the list;
 - (v) when a shift becomes available that is greater in length than an employee has already committed to working, that shift will be offered to the employee and the shift that is shorter in length will be offered to a junior employee;
- (6) Shifts that need to be filled within 24 hours will be filled in 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;
 - (ii) if there is still no answer or it is busy, then proceed to the next available person on the list.
- (7) Shifts that need to be filled within 72 hours but greater than 24 hours will be filled in order of seniority using the following procedure:
 - (i) if there is no answer or the number is busy, then immediately redial to rule out a misdial;
 - (ii) wait at least five minutes;
 - (iii) redial the same employee; and
 - (iv) if there is no answer or it is busy, then proceed to the next available person on the list.
- (8) 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;

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- whether the employee accepts or refuses; and
- the signature of the person calling.

(9) If an employee declines a shift for which they had indicated they are available, or does not return a call within 24 hours, on two occasions within a 30 consecutive day period, the Employer will not be obligated to call that employee for casual shifts for the following 30 consecutive days from the last incident.

Rostering Consecutive Casual Shifts

The shifts to be filled will be identified.

Examples:

- (1) the three to 10 shifts for Monday to Friday; or
- (2) a set of 10-hour night shifts.

Qualified employees who are registered for casual work will be called in order of seniority as follows:

- (1) full-time whose hours are less than in Article 14.2(a);
- (2) part-time;
- (3) casual.

The employee with the most seniority will be offered their choice of taking the entire block of work being offered and subsequently giving up their shifts to the employee junior to them or their choice of any of those shifts up to a maximum of hours that, together with their regular shifts, would comprise full-time hours and would not result in overtime.

Example: A part-time weekend staff could choose up to any three of the afternoon shifts being offered whether it be three consecutive shifts (Monday, Tuesday, Wednesday) or any three non-consecutive shifts (Monday, Wednesday, Friday). The choice does not have to be three shifts.

When the employee with the most seniority has completed their choice, the employee next in seniority will be offered their choice of the remaining shifts up to the maximum hours that, together with their regular shift, would comprise full-time hours and would not result in overtime.

The process repeats down through the seniority list (full-time, part-time, casual) until all shifts are covered.

(g) A casual employee may gain the status as a regular employee only by successfully bidding into a regular job vacancy.

(h) Regular part-time employees will maintain their current regularly scheduled days of work. Additional hours may be worked under Article 14.2(e), and employees may accept a shift of longer duration on their regularly scheduled day of work as long as it does not result in Article 15.3 change over premium or overtime.

(i) It is the responsibility of the employee to inform the caller if accepting a shift will put them into overtime.

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6. Client Vacations and Out of Town Assignments

A client vacation/out of town assignment of 12 hours or less shall be paid at the applicable rates of pay.

A client vacation/out of town assignment which has been approved by the Employer, and is longer than 12 hours in duration, the following conditions shall apply:

- (a) Employees' participation on a client vacation is voluntary.
- (b) Subject to employees having the training and familiarization with the particular client(s) to ensure that client care needs are met, the assignments will be offered by seniority to interested employees in the client's program: Full-time employees, then part-time employees, and then casual employees.
- (c) A regular 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 and shall be offered alternate work.
- (d) A casual employee who elects not to accompany a client on a vacation or to attend an out-of-town assignment will not be penalized.
- (e) For each 24-hour period worked, the employee shall be paid eight hours pay at straight-time plus one eight-hour day in lieu to be scheduled within 60 days at a mutually agreed time.
- (f) The Employer will pay all reasonable pre-approved expenses as required by Article 26. This will apply to both regular and casual employees. Travel advances will be as per Article 26.11 (Travel Advance).
- (g) In the event of staff or client emergency, it will be the responsibility of the Employer to arrange the transport of staff and/or client from the vacation site and supply necessary replacement staff, if required.

7. Special Project Employees

- (a) *"Special Project Employees"* are employees hired for special projects for a specified period of time, not to exceed one year, except as the Parties may mutually agree otherwise. This includes employees hired under the auspices of a Federal or Provincial Special Employment Program.
- (b) Special project positions exceeding three months will be posted in accordance with Article 24.11(a) (Temporary Vacancies) and may not exceed one year in duration. If the position continues beyond one year, the Employer will:
 - 1. Post a permanent position;
 - 2. End the special project position; or
 - 3. Extend the special project beyond one year, provided the Union has been informed of the reason for the extension and has agreed to the extension
- (c) Special project employees will be supernumerary, and their hiring must not result in the layoff of existing bargaining unit employees or a reduction in their work. Any regular employees on layoff must be recalled to the available work, provided they are qualified, prior to a special project employee being hired.
- (d) If external hires, special project employees shall be members of the Union and will be considered casual employees for the purposes of the Collective Agreement. Article 30.6 (Application of Agreement to Casual Employees) will apply.



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- (e) For internal appointments, Article 24.11(d) (Temporary Vacancies) will apply.
- (f) 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.



8. Student Employment and Work Experience Programs

The process described in Letter of Understanding #4 re: Summer Student Protocol between BCGEU and CSSEA, dated April 7, 2016, is incorporated into this local issues agreement and will apply to student employment and work experience programs.

SIGNED ON BEHALF OF THE UNION:

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 Wynn Hartfelder
 Local Issues Bargaining Committee
 Representative
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 Brittney Janecki
 BCGEU Staff Representative

SIGNED ON BEHALF OF THE EMPLOYER:

Signed by:

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 Benita Elliott
 Employer Representative
 Signed by:

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 Kathryn Rogers
 CSSEA Representative

Dated this 12 day of December, 2024.