MEMORANDUM OF AGREEMENT #1

In effect until a new local issues agreement is reached

Between

BC General Employees' Union (BCGEU) And Inclusion Parksville Society Represented by the Community Social Services Employers' Association of (CSSEA)

Re: Local Issues

In accordance with the provisions of Memorandum of Agreement number one (1) re: Local Issues appended to the CSSEA and CSSBA Collective Agreement, the Parties agree to the following issues:

1. Definition of "Programme/Worksite

13.3(a)	Layoff	Programme
14.2(e)	Additional Hours	Programme
16.4	Sharing of Overtime	Programme
18.2	Vacation Preference	Programme
24.1(c)	Job Postings	Programme

2. Article 14.2 - Hours of Work

The hours of work of a regular full-time employee shall be thirty-six and one-quarter (36 $\frac{1}{2}$) hours per week, inclusive of a paid meal break and seven and one-quarter (7 $\frac{1}{2}$) hours per day, inclusive of a paid meal break.

Overtime applies after seven and one-quarter (7 $\frac{1}{4}$) hours in a day or thirty-six and one-quarter (36 $\frac{1}{4}$) hours in a week.

3. Clause 15.4 - Split Shifts

Does not apply

4. Article 30.3 - Casual Call-In Procedures

- (a) Qualified casual employees shall be called in order of seniority. Casual employees shall complete an availability form by the 15th of each month for the following calendar month. Weekly shifts will be emailed to staff members by the preceding Wednesday each week. Every casual is responsible to check their email by Friday prior to the following week for the scheduled hours of work assigned to them. The Employer will endeavor to email a work schedule for a 2 week period whenever possible.
- (b) Casual Employees must be available to work 6 shifts per month. The Employer may require that casual employees make themselves available during holidays, vacation time and weekends. The Employer recognizes that casual employees will not be required to work all vacation periods,

statutory holidays or weekends. Casual employees may request up to 10 days of non-availability during the months of June, July, August and December (inclusive). Such requests will not be unreasonably denied but will be contingent upon operational requirements.

- (i) If a casual employee refuses to accept a shift for which they have stated their availability and it is not for reasons of injury, illness or family emergency, that employee will have a refusal record. In the event a casual employee accrues three (3) such refusals within three (3) calendar months, the employer will send a registered letter to the last known address on file asking the employee to confirm their causal status and availability within 10 days, of receipt of the letter, or they will be presumed to have abandoned their position. The employee will be afforded the opportunity within the above stated 10 days to rebut such presumption and demonstrate that there were reasonable grounds for not confirming their status and availability.
- (ii) Call-In Procedure
 - (1) When making a call to book a shift between twenty-four (24) and less than one hundred and twenty (120) hours prior to the shift, the following procedures will be followed:
 - i. if there is no answer or it is busy, then immediately rule out any misdial;
 - ii. wait at least five (5) minutes;
 - iii. redial the same employee; and
 - iv. if there is still no answer or it is busy, then proceed to the next available person on the list.
 - (2) When making a call to book a shift less than twenty-four (24) hours prior to the shift, the following procedures will be followed:
 - i. if there is no answer or It Is busy, then immediately redial to rule out any misdial;
 - ii. if there is still no answer or it is busy, then proceed to the next available person on the list.
- (d) Qualified casual employees will be called for vacation and other leave coverage with as much notice as possible.
- (e) All calls must be recorded in a logbook. The logbook shall show:
 - (i) the time and date of the call;
 - (ii) the signature of the person making the call;
 - (iii) the employee being called, and
 - (iv) whether the employee accepts, declines or does not respond to the call.
- (f) It is the obligation of the employee to inform the caller if accepting the shift will put them into overtime.

5. Out of Town Assignments

- (a) Employees to be paid at straight-time rates for their regularly scheduled shift; at overtime rates per Article 16.5 for up to twelve (12) hours; and receive four (4) hours lieu time for every twelve (12) hour period.
- (b) There shall be no out-of-pocket expenses for employees.

- 6. School Based or Seasonal Program Employees N/A
- 7. Special Project Employees (including Student Employment and Work Experience Programs)

 Not applicable

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER AND CSSEA

Steve Bromley

Local Issues Bargaining Representative

Karen Love

Executive Director

Michelle Webster

BCGEU Staff Representative

Krista Maddex Senior Manager

Nov. 19, 2024

Joanna May

HR/LR Representative, CSSEA

Date