

MEMORANDUM OF AGREEMENT #1 Re: LOCAL ISSUES ADDENDUM

Between

B.C. General Employees' Union (BCGEU)

and

Castlegar and District Community Services Society

represented by the

Community Social Services Employers' Association of {CSSEA}

1. Definitions of "Programme/Worksite"

14.2(e) Additional Hours	Programme will apply
16.4 Sharing of Overtime	Programme will apply
18.2(a) Vacation Preference	Programme will apply
24.1(c) Job Postings	Worksite will apply
30.9 Use of Technology	Programme will apply

2. Article 14.2 - Hours of Work

The normal hours of work for a regular full-time employee shall be thirty-five (35) to forty (40) hours per week and seven (7) to eight (8) hours a day, exclusive of a meal break.

3. Article 30.3 - Casual Call-in Procedure

1. Regular and Casual Call-In Procedures

Casual hours will be assigned as soon as the Employer is aware that work is available, however if the Employer determines the assignment is no longer required, the employee will be notified of the cancellation as soon as possible with no obligation of the Employer to compensate the employee, other than as provided for in Article 14.2(b)(1) and 14.2(b)(2) (Hours of Work) of this CA.

Availability

(a) Regular employees may request to work additional hours by notifying the manager in writing of their desire to work additional hours and their availability, by the seventh (7th) of each month for the following calendar month. When the seventh (7th) falls on a weekend, availability is due on the Friday before the weekend. Qualified regular employees shall be offered work in accordance with Article 14.2 (e). Refusals, as described in (e) apply to regular employees registered for casual work.

(b) Casual employees will provide availability by the seventh (7th) of each month for the following calendar month. When the seventh (7th) falls on the weekend, availability is due on the Friday before the weekend. If a casual employee does not submit their availability by the seventh (7th) of the preceding month, the Employer does not have an obligation to contact that employee for shifts that come available in the following month. Qualified casual employees shall be called in order of seniority when shifts are available for booking after (a) above.

(c) Employees may submit their standard and ongoing availability in writing.

(d) Employees may change their availability without penalty by contacting the Employer in writing with at least 24 hours' notice as possible.

Call-out Procedure

(a) Employees must provide first a text number and second a phone number to the Manager. Texting will be used first and the person completing the call out is under no obligation to try calling the phone number. Once an attempt to contact all employees listed by text, alternative contact methods like the phone number then email may be used.

(b) Employees shall be offered work electronically in the following order:

(1) Less than 24 hours' notice — shifts will be offered with a 15-minute window for staff to notify the Employer that they would accept the shift using the same electronic communication. At the end of the 15 minutes, the most senior employee that notified the Employer will be given the shift.

(2) 24 hours to 5 days' notice - shifts will be offered with a 30-minute window for staff to notify the Employer that they would accept the shift using the same electronic communication. At the end of the 30 minutes, the most senior employee that notified the Employer will be given the shift

(3) More than 5 days' notice — shifts will be offered with a 24-hour window for staff to notify the Employer that they would accept the shift using the same electronic communication. At the end of the 24 hours, the most senior employee that notified the Employer will be given the shift.

(4) Regular and Casual employees who refuse three (3) shifts for which they have stated availability, for reasons other than injury, illness or serious family emergency in a period of three (3) calendar months will drop to the bottom of the casual seniority list until the next casual seniority list is produced as per Article 30.2 Seniority.

(c) It is the obligation of the employee to inform a Supervisor or Manager that accepting the shift will put them into overtime.

(d) Once an employee accepts a shift, she will be deemed to have been scheduled and is unavailable to fill another vacant shift(s) in conflict with the accepted shift(s).

(e) All call outs will be recorded. The records will show:

- The time and date of the text;
- The employees being texted;
- The shift they are being offered;
- What employees accept and refuse;
- What employee based on seniority will be awarded the shift;
- The name of the staff who has sent the original group text;
- In the event of a dispute, the Union shall have access to the log records and shall be entitled to make copies.

4. Article 2.1(c) - Special Project Employees

"Special Project Employees" - Employees hired for special projects*, including employees hired under the auspices of the Summer Career Placement Program, are hired for a specified period of time, not to exceed six (6) months. Such employees shall be members of the BC Government and Services Employees' Union and will be considered casual employees for the purposes of the Collective Agreement.

If the special project continues past a six (6) month period, the Parties may mutually agree to a further period of not more than six (6) months.

Their employment shall be terminated upon completion of their project or program.

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.

*Work not normally performed by the Bargaining Unit.

5. Client Out of Town Assignments and Client Vacations

Client vacations and client out-of-town assignments which are twelve (12) hours or less shall be paid at the applicable rates of pay.

For client vacations and client out-of-town assignments which have been approved by the Employer and are longer than twelve 12 hours in duration, including overnight trips, the following conditions shall apply:

- (a) Remuneration For each 24-hour period or portion thereof, the employee shall receive eight hours pay at straight-time rates, plus one day in lieu. The lieu day is to be scheduled within sixty (60) days at a mutually agreed time.
- (b) Employee participation on client vacations and client out-of-town assignments shall be voluntary.

(c) Regular employees who choose not to travel on client vacations or client out of town assignments, shall not lose any regularly scheduled work.

The Employer shall pay all reasonable expenses incurred by staff (excluding alcohol, cigarettes, or items of a personal nature) while on client vacations and out-of-town assignments (e.g. transportation, meals, mileage, where applicable, and accommodation).

In the event of a staff or client emergency, it shall be the responsibility of the Employer to arrange to transport staff and/or the client(s) from the vacation site and supply necessary replacement staff, if required. Travel advances will be as per Article 26.11 and will also apply to casuals.

6. Split Shifts

Not applicable. There will be no split shifts. Should there be a new program that requires split shifts, the employer will contact the Union to discuss options.

7. Article 14.5 Flextime

c) The averaging period for all employees on flextime except the Child and Youth Action Network program (or any other youth group and or drop-in program) will be two pay periods. Programs such as CYAN or the Women's Centre may have an averaging period of up to 6 months.

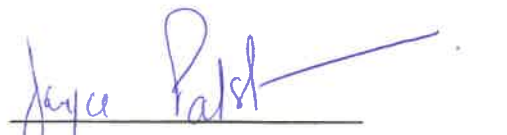
SIGNED ON BEHALF OF
THE UNION:



Francesca Burgon,
Staff Representative

SIGNED ON BEHALF OF THE EMPLOYER:



Reidun Rosi
Executive Director

Joyce Palsson, Local 309 Chairperson

Mike Jackson, CSSEA Representative

Dated this 20 day of January 2025.

Move Up

