

MEMORANDUM OF AGREEMENT #1

Between

BC General Employees' Union

And

Campbell River and District Association for Community Living

Represented by the

Community Social Services Employers' Association of (CSSEA)

Local Issues under the 2022 Collective Agreements

In accordance with the provisions of Memorandum of Agreement number one (1) re: Local Issues appended to the CSSEA and CSSBA Collective Agreement effective 2022, the Parties agree to the following issues:

1. Definition of "Programme/Worksite"

Article 14.2(e)	Additional Hours	Programme will apply
Article 16.4	Sharing of Overtime	Programme will apply
Article 18.2(a)	Vacation Preference	Programme will apply
Article 24.1(c)	Job Posting	Programme will apply

2. Article 14.2 - Hours of Work

(a) The average hours of work of a full-time employee in each of the programs identified below will be as follows:

Residential Program.....	37.5 – 40 hours per week inclusive of meal periods
Administration Office	37.5 hours per week inclusive of meal periods
Community Access Services.....	37.5 hours per week inclusive of meal periods
Confidence in Community.....	37.5 - 40 hours per week inclusive of meal periods
Creative Employment.....	37.5 hours per week inclusive of meal periods
Customized Employment	37.5 hours per week inclusive of meal periods
Fetal Alcohol Spectrum Disorder.....	37.5 hours per week inclusive of meal periods
HYPE.....	30 - 37.5 hours per week inclusive of meal periods
Infant Development Program	37.5 hours per week inclusive of meal periods
Ironwood Place	37.5 - 40 hours per week inclusive of meal periods
Lion's Place	37.5 hours per week inclusive of meal periods
Occupational Therapy	37.5 hours per week inclusive of meal periods
Palmer Place.....	37.5 hours per week inclusive of meal periods
Passages Day Program	32.5 - 37.5 hours per week inclusive of meal periods
Physiotherapy Program.....	37.5 hours per week inclusive of meal periods
Recreation and Leisure.....	32.5 - 37.5 hours per week inclusive of meal periods
Semi Independent Living Program	37.5 hours per week inclusive of meal periods
Speech Therapy Program.....	37.5 hours per week inclusive of meal periods
Supported Child Development.....	35 - 37.5 hours per week inclusive of meal periods
Supported Employment Program.....	35-37.5 hours per week inclusive of meal periods

(b) The parties agree that, where it is not possible to schedule shifts of at least four hours for a Community Service Worker, the Employer may

schedule shifts of less than four hours but no less than two hours in the following programs:

1. Community Access Services - Out of School Program
2. Supported Childcare Program
3. Developmental Disabilities Contracts
 - i. Confidence in Community Program
 - ii. Personal Service Initiative Program

3. Article 26.2 - Paydays

Employees shall be paid biweekly; specifically every second Friday.

4. Article 30.3 - Casual Call-In Procedures

A. Casual Work Geographical Units

(a) For the purpose of casual work there are three geographical units:

1. All work locations in the District of Campbell River;
2. All work locations south of the Oyster River ;
3. All work locations on Quadra Island.

(b) If the employer plans to open a worksite not included in an existing geographical unit, the employer will advise the union. The parties will include the new worksite in the certification and establish a new geographical unit if suitable.

(c) A casual employee may be hired for work in one or more geographical unit. Seniority accrued in any worksite of the employer will be used for the purposes of offering of work.

(d) A regular employee who is available for additional hours may make themselves available for one or more geographical unit.

(e) Changes to the geographical unit(s) of an employee available for casual work will be by mutual agreement.

B. Information Upon Hiring

A casual employee shall receive a Letter of Commencement clearly stating their classification, employment status, geographical unit(s) and requirement of availability. Such availability may be subject to change upon mutual agreement between the employee and employer (Human Resources).

C. Offering Work

- (a) Each employee will advise the employer, in writing, whether they are to be contacted by voice telephone or by text message. Any subsequent change between use of voice or text message will be by written agreement between the employer and the employee.

Casual employees are responsible for advising the employer, in writing, of their current contact number.

- (b) Qualified casual employees will be offered work by classification, within a geographic unit, in order of seniority.
- (c) *First calls* will go to - employees who have been hired to fill one of the agreed upon regular float positions. Subsequently, additional hours will be offered in accordance with Article 14.2(e) (1)-(4).
- (d) Employees are obligated to inform the Employer or designate and receive approval if they are asked to work hours that would result in overtime.
- (e) Call-outs for work assignments, except for those that arise on short notice, will be made Mondays to Fridays between 9:00 am and 3:00 pm. Casual employees, are required to be personally available at their contact number during these hours. If the Casual employee is working for the employer at these times they will be contacted in person or by use of the employer's telephone number (at the location) where the employee is working.
- (f) Two attempts, at least five (5) minutes apart, will be made to contact the casual employees.
- (g) Emergency or short notice shifts (i.e. those that require filling within twenty-four (24) hours) will be filled by contacting the most senior qualified employee with an offer to work. The person scheduling will move down the list until the shift is filled.
- (h) Attempts to contact casual employees outside of the scheduled time periods will be made in accordance with the following procedures:
- i. If there is no answer or it is busy, then immediately redial to rule out a misdial-leave message if there is a voicemail;
 - ii. Wait 5 minutes;
 - iii. redial the same employee if there is no voicemail;
 - iv. If there is still no answer or if it is still busy, proceed to the next senior

person on the list.

- (i) Shifts that arise on short notice (within twenty-four (24) hours)) will be filled in order of seniority using the following procedures:
 - i. If there is no answer or it is busy, 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.
- (j) The employer must keep appropriate records (including date/time of notice of vacancy, date/time of offer of vacancy, names of employees offered the vacancy, vacancy details and if employees accept/decline/don't respond) in the event of a dispute.

D. Casual Availability

- (a) All casual employees are required to submit their schedule of availability to the Employer (Scheduling Administrator), by the 10th of every month for the following calendar month in writing by email or hard copy.
- (b) Casual employees who do not provide their availability dates, in writing, as noted above, will be called last until their availability dates for the following month are received by the Employer. Casual employees may amend their availability dates by notifying the Employer in writing at least one week prior to the date they wish to amend.
- (c) Should a casual employee wish to revert from having specified days and/or times of availability to full availability, the employee may do so by providing the employer with 10 days written notice.
- (d) Minimum availability for casual employees: all or part of any shift on the days they have indicated they are available; two out of four weekends (Saturday and Sunday) per calendar month and six statutory holidays, including Christmas. This applies to casual employees hired or transferred to casual status as of January 1, 2022.
- (e) The Employer's peak periods are the months of July, August and December. Casual employees are expected to be available during peak periods, unless on an approved leave of absence in accordance with article 30.4 - *Leaves of Absence*.

E. Unavailability or Declining Work

- (a) Casual employee who is unavailable for, or declines, four offers of work in a three-month period will be placed at the bottom of the list for being offered work but will retain their seniority. The three month periods commence on January 1, April 1, July 1, and October 1 in each year. At the end of each three

month period casual employees will be returned to their places on the list in order of seniority.

- (b) A casual employee who is unavailable for, or declines, offers of work made outside of the scheduled time periods will not have a decline charged in accordance with this section.

F. Exceptions to Unavailability

Casual employees who are unavailable in the following circumstances, and who call in to the designated employee representative at the times designated, will not have the decline or unavailability count as an occurrence for purposes of unavailability or declining.

- (a) Absence on a WCB claim;
- (b) Maternity leave, parental leave or adoption leave;
- (c) Absence on bereavement leave;
- (d) Leave to participate in activities of a Reserve Component of the Canadian Armed Forces;
- (e) Illness; proof of illness may be required;
- (f) Illness of, or inability to obtain child care for a dependent child of a casual employee, where no one other than the employee can care for the child. Proof of illness or inability to obtain child care may be required if a pattern of consistent absence is developing. Such leave will not exceed two days;
- (g) Union leave;
- (h) Jury duty;
- (i) Medical or dental appointments;
- (j) An offer of work which is less than four hours duration - where this applies in relation to programs listed in Article 14.2 (b)
- (k) An offer of work which would constitute a short changeover per Article 15.3

5. Client Vacation and Out of Town Assignments

- (a) Straight time pay for their shift; plus four hours lieu time for every 24 hour period.
- (b) Employee participation on client vacations/out of town assignments shall be voluntary.
- (c) There shall be no out of pocket expenses for the employee(s).

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF CSSEA:

DocuSigned by:
Sheila Catherwood
F48D817AC5C34B3...
Sheila Catherwood
Local Bargaining Committee Representative

DocuSigned by:
Rachael Weaver
EB200E51C0554E1...
Rachael Weaver
Employer Representative

DocuSigned by:
Hilary Andow
37DFEB211D3144E...
Hilary Andow
Union Staff Representative (BCGEU)

DocuSigned by:
Stew Arnold
D02BE784E25944E...
Stewart Arnold
CSSEA Representative

Dated this _____ day of May 26, 2022 2022.