

**Memorandum of Agreement #1**  
**RE: Local Issues Addendum**

Between  
*BC General Employees' Union (BCGEU)*  
And  
*Kamloops and District Elizabeth Fry Society*  
represented by  
*Community Social Services Employers' Association (CSSEA)*

**Article 14.2 (a) – Hours of Work**

The hours of work of a regular full-time employee shall be an average of thirty-five (35) to thirty-seven and one-half (37.5) hours per week. Overtime will be compensated as set out in the collective agreement.

**Article 26.2 – Paydays**

Employees shall be paid bi-weekly.

The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company, or credit union of the employee's choice on or before or before the appropriate payday. Employee participation shall be compulsory, except where access to a financial institution with capability of accepting direct deposit is not available.

**Definition of "Programme/Worksite"**

13.3 (a)	Layoff	Programme will apply
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 Posting	Programme will apply

**Article 30.3 – Casual Call in Procedure**

**(a) Availability:**

- (1) Regular employees requesting additional hours must give the Employer written notice of their desire to work additional hours and their availability. Qualified regular employees shall be offered work in accordance with their recorded availability and in order of seniority in accordance with Article 14.2 (e). Refusals do not apply to regular employees registered for additional hours.
- (2) Qualified casuals shall be entitled to register, in writing, for work in any job classification for which they are qualified and where the Employer has stated a need for casual employees. Qualified casual employees shall be called in order of seniority when shifts are available for booking after (a) (1) above.
- (3) Casual availability is a minimum requirement to be available for six (6) shifts per month, four shifts during weekday and two (2) shifts on a weekend. As well, casual employees may be required to work two of the following: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and no fewer than three other shifts between December 15<sup>th</sup> and January 7<sup>th</sup>.

Casuals will indicate which two (2) days of Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and the three shifts between December 15<sup>th</sup> and January 7<sup>th</sup>. Where inadequate numbers of employees have indicated availability for different dates for the month, employees will be required, in reverse order of seniority to change their selection.

- (4) Employees will provide, in writing their availability dates by the first (1<sup>st</sup>) day of each month, for the following calendar month (i.e. June 1<sup>st</sup> for the month of July).
- (5) Once the availability has been confirmed in writing, and the scheduled produced, it cannot be changed except by mutual agreement.

**(b) Booking and Casual Call out Procedures:**

- (1) The monthly call out will be scheduled for the sixth (6<sup>th</sup>) of each month for booking shifts such as vacation, upcoming statutory holidays and scheduled lieu days for the month.

Regular employees shall be offered work in accordance with their recorded availability and in order of seniority in accordance with Article 14.2 (e). Qualified casual employees shall be called in order of seniority when shifts are available for booking after regular employees have been offered shifts and have accepted.

Full time and part-time staff will not have their regular shifts rescheduled as a result of this process. That is, part-time staff will maintain their currently scheduled hours. Casual (or additional hours) will be in addition to regularly scheduled shifts.

Employees who will be absent from duty while on vacation at the established time for the calling period will be entitled to file a letter of preference with their supervisor indicating dates and shifts they would accept in the calling period. Such letter (s) will only be valid for the duration of the vacation.

- (2) Shifts that need to be filled within 24 hours will be filled in order of seniority as per 14.2 (e) using the following procedure:
  - (a) For those being called, if there is no answer or it is busy, then immediately redial to rule out a misdial;
  - (b) For those being texted, if there is no response within one (1) minute, then immediately send a follow up text;
  - (c) If there is still no answer, response to either the call or text message, or the phone line is busy, then proceed to the next available employee on the list.
- (3) Shifts that need to be filled within 48 hours will be filled in order of seniority as per 14.2 (e) using the following procedure:
  - (a) For those being called, if there is no answer or it is busy, then immediately redial to rule out a misdial;
  - (b) For those being texted, if there is no response within one (1) minute, then immediately send a follow up text;
  - (c) If there is still no answer or it is busy, leave a message, wait 15 minutes then proceed to the next available employee on the list.
  - (d) For those being texted, if there is still no response to the second text, wait 15 minutes then proceed to the next available employee on the list.

- (4) All calls or emails must be recorded in a log. The log will show:
  - (a) The shift being offered;
  - (b) The time and date of the contact;
  - (c) The employee being called or texted (employee indicated choice);
  - (d) Whether the employee accepts, refuses, or does not respond to the call; and
  - (e) The signature of the person calling out the shift.
- (5) If an employee is sick, injured, or has a serious family emergency, on the day for which they have indicated they are available, they shall inform the Employer as soon as possible of their inability to report to work. The employee shall make every reasonable effort to inform the Employer of the return to duty in advance of the date. Employees may be required to provide a doctor's note. Valid and substantiated medical illness or an approved leave of absence will not count as declining or refusing.
- (6) It is the responsibility of the employee to inform the caller if accepting a shift will put them into overtime.
- (7) Casual employees have the right of refusal on three (3) shifts during any six month period. On the third (3<sup>rd</sup>) refusal their seniority shall drop to the bottom of the casual seniority list until the next casual seniority list is produced as per Article 30.2 Seniority, unless the casual employee is on an approved leave. Thereafter, the employee will be placed in the appropriate place on the seniority list.
- (8) Article 30.11- Minimum Availability will apply.

#### **Client Vacations 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 the 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) Out-of-town assignments that exceed the scheduled hours of work of the employee(s) and that do not require an overnight stay will fall under Article 14 (Hours of Work) and 16 (Overtime) of the collective agreement. 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) hour period or part of a twenty-four (24) hours period. The employee may choose to take eight (8) hours of pay and eight (8) hours of paid lieu time.
- (c) A regular employee who does not participate in client vacation or out-of-town assignment will not suffer a loss of their regular work or pay and shall continue to work at their worksite/program.
- (d) The employer shall pay all reasonable pre-approved expenses such as transportation, accommodations, meals, mileage where applicable, as per Article 26 and will apply to all staff including casual staff. Travel advances will be as per Article 26.11 (Travel Advance).
- (e) The Employer will be contacted immediately in 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.

Kamloops and District Elizabeth Fry Society and BCGEU November 2024

## 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 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:
  - a. Post a permanent position;
  - b. End the special project position; or
  - c. Extend the special project beyond one year, provided the union has been informed of the reason for and has agreed to the extension.
- (c) Special project positions will not replace or augment current positions or prevent a recall of an employee on layoff, nor will they cause a layoff or result in a loss of work for existing bargaining unit employees.
- (d) If external hires, such employees shall be members of the BCGEU and will be considered casual employees for the purposes of the Collective Agreement. Their entitlements will be as standard for casual employees and Article 30.6 – Application of Agreement to Casual Employees will apply.
- (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.

**April 7, 2016 letter of Understanding#4 (1) Re: Summer Student Protocol. – Ordered by Arbitrator Atkinson on July 6, 2022.**

The Employer agrees to abide by the April 7, 2016 letter of Understanding #4 regarding summer student application protocol.

### Signed on behalf of BCGEU


Signed by:

  
Joni Reed

9014D7...

Bargaining Committee Representative

DocuSigned by:

  
JoAnne Leclerc

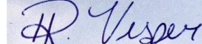
92B753D2B0184ED...

JoAnne Leclerc

BCGEU Staff Representative

### Signed on behalf of the Employer


DocuSigned by:

  
Holly Rose Vesper

9014D7...

Employer Representative

Signed by:


  
Allison McLauchlan

43EBFCFD0FE04D6...

Allison McLauchlan

Employer Representative

Signed by:

  
Kathryn Rogers

9014D7...

CSSEA Representative

Date: November 18, 2024