

Memorandum of Agreement #1
RE: Local Issues Addendum

Between
BC General Employees' Union (BCGEU)
and
Prima Enterprises Ltd.
Represented by the
Community Social Services Employers' Association (CSSEA)

1. Definition of “Programme/Worksite”

13.3 (a)	Layoff	Worksite will apply
14.2 (e)	Additional Hours	Worksite will apply
16.1	Sharing of Overtime	Worksite will apply
18.2	Vacation Preference	Worksite will apply
24.1 (c)	Job Posting	Programme will apply

2. Article 14.2 – Hours of Work

The annual hours of work for a full-time employee shall be one thousand nine hundred and fifty (1,950) hours or greater to a maximum of two thousand and eighty (2,080) hours a year.

The hours of work for a full-time employee shall be an average of thirty-seven and one-half (37 ½) hours per week where the Employer has determined that the employee can take their meal period away from the worksite.

Extended Hours Shifts

1. The averaging period for hours of work shall be no more than eight (8) weeks or any other period agreed to by the Parties.
2. Shifts may be extended up to a maximum of twelve (12) hours in a day as long as total hours within the averaging period do not exceed full-time hours. Overtime will be paid for hours in excess of twelve (12) hours in a day and for hours which are in excess of the full-time hours in an averaging period.
3. The “averaging periods” are:

Bi-weekly – when a regular employee’s scheduled hours/shifts are different in each of the two (2) weeks in the bi-weekly period, but do not exceed eighty (80) hours for the bi-weekly period;

Six (6) week rotation – when a regular employee’s scheduled hours/shifts vary throughout the six (6) week rotation, but do not exceed 240 hours for the total six (6) week rotation;

Eight (8) week rotation – generally night shifts – when a regular employee’s scheduled hours/shifts vary throughout the eight (8) week rotation, but do not exceed 320 hours for the eight (8) week rotation.
4. The “status quo” practice will continue respecting the extension by the Employer of an employee’s regular shift by a maximum of less than four (4) hours for urgent operational reasons.

3. Article 26.2 – Paydays

Employees shall be paid biweekly. Paydays shall be every second (2nd) Friday.

The employees 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 the appropriate payday. Employee participation shall be compulsory, except where access to a financial institution with capability of accepting direct deposit is not available.

4. 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 casual work.
- (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) Employees will provide, in writing, their availability, dates by the fifth (5th) of each month for the following calendar month. Employees who do not provide their availability dates in writing as noted above will have their previous month's availability apply for the month for which the availability was due. Employees failing to provide their availability for two concurrent months will count as a refusal.
- (4) Subject to Article 14.2 (c) and (d), and 15.3, full-time casual availability is defined as a minimum requirement to be available for twelve (12) calendar days per month including all statutory holidays.

Four (4) days, 24 hour period during the weekend (Saturday and Sunday) and eight (8) shifts of twenty-four (24) hours and/or eight (8) day shifts, and eight (8) afternoon shifts and eight (8) night shifts anytime during the calendar month.

Employees will be offered, in seniority order, the available shifts to choose from.

For the purpose of this Article, "day" has been accepted as the definition set out in Article 14.1. For programs that have shifts that overlap days, shifts that start prior to midnight will be counted as the day on which the shift commences.

- (5) Casual employees may submit an application to the Employer requesting a change in their availability for educational reasons. Approval of availability for educational reasons is at the discretion of the employer and proof of enrollment and attendance at a recognized educational institution will be required. Upon approval, for a specific duration, the availability of a minimum requirement of eight (8) calendar days per month including all Statutory Holidays must be provided.

Four (4) days, 24 hour period during the weekend (starting Friday night shift, ending Sunday at completion of afternoon shift), 24 hour period for Statutory holidays and four (4) shifts anytime during the calendar month.

The availability may be for four (4) shifts of 24 hours period and/or four (4) day shifts and four (4) afternoon shifts, and four (4) evening shifts.

Qualified employees will be offered, in seniority order, the available shifts to choose from.

For the purpose of this Article, “day” has been accepted as the definition set out in Article 14.1. For programs that have shifts that overlap days, shifts that start prior to midnight will be counted as the day on which the shift commences.

- (6) Notwithstanding Clause 4(a)(7) below, and subject to the provisions of Clause 15.3, casual employees may be required to work one (1) of the following two (2) day combinations: Christmas Eve/Christmas Day or New Year’s Eve/New Year’s Day plus no fewer than seven (7) other days between December 15th and January 7th. No later than November 5th, an employee will indicate which two (2) day combination they are available to work. Where inadequate numbers of employees have indicated availability for one (1) or the other, employees will be required, in reverse order of seniority, to change their selection. Closer to the actual coverage requirements, if there appears to be less work available than stated availability, employees will be offered, in seniority order, the right of first refusal for the actual work occurring on their assigned statutory holiday combination.
- (7) The Employer shall be obligated to call employees only for those days on which the employee has: (1) stated availability, (2) is not already scheduled to work, and (3) provided that no overtime pay is required. Once availability has been provided in writing, it cannot be changed except by requesting a leave of absence as provided in Article 30.4.

If an employee is sick, injured, or has a serious family emergency, on a 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 that date.

Note: Employees may be required to provide a doctor’s note.

- (8) It is the obligation of the employee to inform the caller if accepting the shift will put them into overtime.
- (9) Casual employees have the right of refusal on five (5) shifts during any six (6) month period. On the sixth (6th) 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.
- (10) Casual employees will be considered to have resigned or abandoned their position, where on three (3) separate occasions, the casual was placed on the bottom of the casual seniority list or where the casual employee has, without permission, not worked during twelve (12) consecutive months. Where the employee has failed to submit their availability selection for two (2) consecutive months in 4 (a) (3), they may be considered to have abandoned their position and the provisions of Article 11.7 shall apply.
- (11) Employees scheduled for a casual work shift will be considered unavailable for the eight (8) hours following the end of the shift.

(b) Booking Procedures:

- (1) “Pre-availability call outs”. Prior to the deadline for availability, a set day of each month will be established for booking shifts such as vacation, upcoming statutory holidays and scheduled lieu days for the month(s) following. These dates will be posted well in advance

for the benefit of all involved. These dates may change for operational reasons and employees will be advised of the change.

A block of time, *e.g., 10:00am to 2:00pm*, will be identified as the calling period and the staff will be called in order of seniority after the regular workers as per Article 14.2 (e) have been called. Staff must make themselves available during that period if they wish to accept these blocks of relief.

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

If, when called, staff do not accept the shifts, it will not be considered a refusal because the availability for that following month is not due yet. If an employee has provided availability prior to the pre-availability call out, it will not be considered until after the fifth (5) of the month (availability due date).

- (2) All employees who are registered for casual work (full-time, part-time and casual employees) must be called in order of seniority for all shifts for which they are available. The employees must be called whether or not they are available at the time of the call according to the availability sheet. If casual employees are called on days other than those they have indicated they are available for, unavailability will not be considered a refusal.

(3) Rostering Casual Shifts:

The shifts to be filled will be identified, for example:

- (i) The 3:00pm to 10:00pm, shift on June 13, 2013, or
- (ii) The 10:00pm to 8:30am shift on July 5, 2013

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

- (i) Full-time whose hours are less than in Article 14.2 (a);
- (ii) Part-time
- (iii) Casual

The qualified employee with the most seniority will be offered 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.

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

(c) Calling Procedure:

- (1) The manner in which employees shall be called for work shall be one (1) call = eight (8) rings. All calls must be recorded in a logbook showing:
 - The date the shift to be filled;
 - The date and time of the call;
 - The name of the employee being called;
 - The name and signature of the person making the call;

- The outcome of the call:
 - Whether the employee accepts, refuses, does not answer the call, or does not return the call within the allotted time;
 - Whether a message was left on the answering machine or pager.
- (2) If an answering machine or pager is used by the employee (the employee will indicate only one contact number). The Employer is obligated to leave a message to return the phone call within five (5) minutes. If the employee does not return the call within five (5) minutes, the Employer will proceed as if they were unable to make contact with the employee. Once the five (5) minute period has elapsed without a callback, that employee is no longer able to exercise their seniority rights for the shift. However, should the employee call back prior to the shift being assigned to another employee, the shift can be claimed accordingly. This will not preclude refusals already incurred except by the employee claiming the shift.
- (3) If a busy signal is encountered, the caller will immediately redial to rule out a misdial. If the busy signal is again encountered, the caller will wait five (5) minutes and call again. If the phone is still busy the caller will proceed to the next available employee in order of seniority. If no answer is encountered on the first attempt, the caller will immediately redial to rule out a misdial. If no answer again encountered, the caller will proceed to the next available employee in order of seniority.

5. Client Vacations/Out -of-Town Assignments

Client vacations/out-of-town assignments which are twelve (12) hours or less shall be paid at the applicable rates of pay, as per Article 14 (Hours of Work) and Article 16 (Overtime) of the Collective Agreement and the agreed to extended hours above.

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

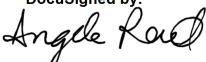
- (a) Client vacations and out-of-town assignments are voluntary.
- (b) Subject to employees having the training and familiarization with the particular client(s) to ensure that client care needs are met, the assignments will be offered by seniority to interested employees in the client's program: Full-time employees, then part-time employees, and then casual employees.
- (c) For each 24 hour period worked, the employee will be paid eight hours pay at straight time plus eight hours additional straight time hours paid, or 8 hours of lieu time (i.e. 8 hours' time off instead of pay). If the latter, this lieu day must be scheduled within 60 days at a mutually agreed time.
- (d) 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.
- (e) A casual employee who elects not to accompany a client on vacation or to attend an out of town assignment will not be penalized.

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- (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 a staff or client emergency, it shall be the responsibility of the Employer to arrange to transport staff and/or client from the vacation site and supply necessary replacement staff if required.

Signed on behalf of BCGEU

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Angela Reed

Bargaining Committee Representative

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JoAnne Leclerc

BCGEU Staff Representative

Signed on behalf of the Employer

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Kim Brown

Employer Representative

Signed by:



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Ryan Andrews

Employer Representative

Signed by:



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Kathryn Rogers

CSSEA Representative

Date: November 6, 2024