

MEMORANDUM OF AGREEMENT**Re: LOCAL ISSUES ADDENDUM**

between

B.C. General Employees' Union (the "Union")

and

Young Husband Resources Limited (the "Employer")

represented by the

Community Social Services Employers' Association (CSSEA)

1. Hours of Work

The hours of work of a regular full-time employee will normally be eight (8) hours per day inclusive a paid meal period, and an average of (40) hours per week.

2. "Programme or Worksite" - as identified in 14.2 (e), (Hours of Work), 16.4 (Sharing of Overtime), 18.2 (a) (Vacation Preferences), 24.1(c) (Job Posting)

14.2 (e)	Hours of Works	Worksite will apply
16.4	Overtime	Worksite will apply
18.2(a)	Vacation Preferences	Worksite will apply
24.1(c)	Postings	Worksite will apply

3. Casual Call-in Procedures

Qualified casual employees will be contacted in order of seniority. Casual employees will complete an availability form.

(a) Availability:

(1) There will be the following availability periods:

- i. January 1st to February 28th;
- ii. March 1st to April 30th;
- iii. May 1st to June 30th;
- iv. July 1st to August 31st
- v. September 1st to October 31st; and
- vi. November 1st to December 31st

All employees must submit their availability forms into the head office by the first (1st) of the month preceding the availability period. Example: February 1st for the period of March 1st -April 30th.

(2) Should an employee fail to submit their availability form within the time limits set out above, the previous. availability de-dared will be applied for the duration of the next availability period.

(3) A casual employee may change their on-call availability for a bona fide reason, prior to accepting a shift, by contacting their manager as soon as possible with any change in availability. Change will

only apply to the current call out period. Casual employees must complete training and orientation prior to being placed on the Call-in list.

- (4) Casual employees must be available for a minimum of three (3) shifts per week, one of which must be a Saturday or Sunday, and a minimum of eight (8) statutory holidays out of the thirteen (13) including either Christmas or New Year's Day.
- (5) Casual employees who have passed their probationary period and are attending school may apply to the Employer to have their availability covered under student status. Student status is defined as a casual employee who is not currently required to meet the minimum availability requirements as agreed to in this Local Issues agreement if they are currently enrolled and attending an educational program. School registration documentation may be required to grant student status.

(b) Shift Assignment:

- (1) Pre-booked shifts are those shifts that are booked off by regular employees in advance and can be covered with notice to the casual employees. On-call shifts are those shifts that arise on short notice.
- (2) All casual employees will be listed in order of seniority.
- (3) Where more than one (1) shift is available, the shift of the longest duration will be assigned to the senior person.
- (4) Casual employees will be contacted by scheduling on or prior to the twentieth (20th) of each month with pre-booked shifts for the following month.
- (5) If a casual employee refuses to accept a shift for which they have stated their availability and it is for reasons of injury, illness, serious family emergency, or other bona fide reasons then it will not be considered a refusal of shift.
- (6) Casual employees must contact the cell phone of their on-call manager to cancel a shift with less than seventy-two (72) hours' notice for a bona fide reason.
- (7) The employer will send a letter via registered mail to casual employees who have not worked any shifts for three (3) months to determine if the casual employees want to remain employed. Casual employees who have not worked any shifts for six (6) months will be deemed to have resigned.

(c) Contact Procedures:

- (1) Shifts that need to be filled within twenty-four (24) hours will be filled in order of seniority using the following procedures:
 - i. Staff will be contacted using the agreed upon contact information for the available shift;
 - ii. If there is no response or if it is busy/failed message, then immediately redial to rule out a

- misdial;
- iii. If there is still no response or it is busy/failed message, then proceed to the next available employee on the list.
 - iv. Employees returning a call or message within five (5) minutes will receive the shift if senior.
- (2) Shifts that need to be filled outside of the twenty-four (24) hours will be filled in order of seniority using the following procedures:
- i. Staff will be contacted using the agreed upon contact information for the available shift;
 - ii. If there is no response or it is busy/failed message, then immediately redial to rule out a misdial;
 - iii. Wait sixty (60) minutes;
 - iv. Proceed to the next available employee on the list.
- (3) Coverage for Shifts within Excess of Seven (7) days notice
- Definition: Coverage for a shift that commences more than seven (7) days after notification.
- Employees will be contacted in order of seniority (full-time, part-time, and casual employees).
- (4) Staff will be contacted using the agreed upon contact information for the available shift in order of seniority (full-time, part-time, and casual employees) and then wait twelve (12) hours for the employee to reply to the call-out. If there is no reply within the twelve (12) hours, the next employee on the list will be called. This process will be repeated until the shift is filled. Shifts will be awarded to the most qualified, highest seniority employee responding within the twelve (12) hour period.
- (5) All contacts must be recorded, the record will show:
- The time and date of the contact;
 - The employee being called;
 - The shift they are being offered;
 - Whether the employee accepts, or refuses, or does not respond to call;
 - The signature of the staffing person calling;
 - The employer will provide a list of acronyms to be used in recording the logbook;
- (6) The staffing person is obligated to use the agreed upon contact information for employees. For the purposes of this article, any electronic message equipment will be deemed to be "no answer" and not a refusal by the staffing person. All calls will be recorded in the logbook.
- (7) If a casual employee refuses to work on six (6) occasions with a six (6) month period, they will be placed at the bottom of the call-in list for the remainder of the call-in period. At the beginning of the next call-in period, the employee will be placed in the appropriate place on the seniority call-in list.

4. Client Vacations and Out of Town Assignments

- (a) Employees who volunteer to accompany clients on vacation will be compensated in the following manner:
- (b) Eight (8) hours' pay at straight-time rates for each day away; and
- (c) Eight (8) hours' additional compensation for each twenty-four (24) hour period. Up to sixteen (16) hours of this additional compensation may, at the employees' option, be banked and scheduled by mutual agreement within sixty (60) days of being earned.
- (d) Where an employee works on their normally scheduled day(s) off, the Employer shall reschedule the day(s) off at the conclusion of the client vacation or at an otherwise mutually agreeable time.
- (e) Employees who are regularly scheduled to work and who choose not to accompany clients on vacation shall be assigned alternate work where possible at their worksite or placed in other worksites. No loss of pay shall occur.
- (f) The Employer agrees to pay all expenses incurred by staff engaged in these assignments (e.g. transportation/accommodation, and meals) in accordance with Article 25.
- (g) An out-of-town assignment that exceed the scheduled hours of work of the employee(s) and that do not require an overnight stay will fall under articles 14 and 16 of the collective agreement.

5. Paydays

Employees shall be paid biweekly; specifically, every second Friday.

SIGNED ON BEHALF OF THE UNION:

DocuSigned by:
Charmaine Roessler
A94A7ED932CF4A3...
BCGEU Staff Representative

SIGNED ON BEHALF OF EMPLOYER:

Signed by:
[Signature]
9A03FEB655A4E0...
Employer Representative
DocuSigned by:
Am Campbell
167CA6D91E52453...
CSSEA Representative

Dated January 3, 2025