

MEMORANDUM OF AGREEMENT #1  
RE: LOCAL ISSUES ADDENDUM

*Between*  
*B.C Government and Services Employees' Union (BCGEU)*  
*And*  
*Quesnel Community Living Association*  
*represented by the*  
*Community Social Services Employer's Association of (CSSEA)*

This is a Local Issues Agreement between the BCGEU and the Quesnel Community Living Association.

1. Article 14.2 – Hours of Work

14.2(a) The hours of work for a full-time employees shall be a range of 32 to 40 hours per week.  
For the purposes of overtime, overtime will apply after 40 hours per week.

2. Current Programs:

<u>Self Help Skills Program</u>	250-992-6687
358 Doherty Drive	
Quesnel, BC V2J 1B9	

<u>Outreach Program</u>	250-983-4953
358 Doherty Drive	
Quesnel, BC V2J 1T4	

<u>Hutchcroft</u>	236-424-4411
412 Hutchcroft Street	
Quesnel, BC V2J 1T4	

<u>Doherty Drive Cluster</u>	250-992-1032
650-656 Doherty Drive	
Quesnel, BC V2J 1B9	

<u>Doherty Drive Residence</u>	236-424-1923
656 Doherty Drive	
Quesnel, BC V2J 5G9	

<u>Racing Road Residence &amp; Racing Road Day Program</u>	250-747-0025
464 Racing Road	
Quesnel, BC V2J 5G9	

### Definition of "Programme/Worksite"

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

### 3. Article 26.2 - Paydays

Paydays will be bi-weekly every second Friday.

### 4. Article 30.3 – Casual Call-in Procedures

#### (a) Seniority Lists

- (1) The seniority for the casual employees will be converted to total hours worked since their most recent hire date.
- (2) The Employer agrees to produce a revised seniority list at the beginning of each month. A copy of the list will be posted at the QCLA Centre, available to the Stewards and forwarded to the Union's Office at Williams Lake. The current month's list will be in effect for recall purposes until superseded by the next month's list.

#### (b) Casual Employees Recall Procedures

- (1) The following procedure is to be used when offering casual work to those qualified for same. (Note: To be considered qualified, a casual must have been fully orientated in the program where the work is available and the Employer retains the right to re-orientate where situations warrant. The Employer will make every reasonable effort to ensure training is provided.
- (2) Staff will be contacted or scheduled in the order they are listed on the call-in list. If the Employer is aware of staff on the call-in list who have reached their maximum number of hours for that day or pay period, they will not be called for overtime until all other staff on the call-in list have been called. Staff being called are obligated to inform the caller that accepting the shift will not put them into overtime.
- (3) Advance scheduling (for posting one week in advance of the two-week scheduling period):
  - i. top up full-time and part-time employees first, regardless of classification;
  - ii. offer in order of seniority;
  - iii. once accepted, the Employer is not required to reschedule the work should other hours come available (e.g., longer shift or sleeping shift).
- (4) If there are 8 or more hours before the shift being called commences:
  - i. if there is no answer (answering machine is considered an answer), or it is busy, immediately redial to rule out any misdial;
  - ii. wait at least 10 minutes;
  - iii. if there is still no response, go to the next person on the list.
  - iv. If using digital technology to schedule shifts:
    - a. the vacant shift will be posted to the technology platform;

- b. available staff have 1.5 hours (ninety minutes) to respond yes or no to the shift posting;
- c. shifts will be scheduled in order of seniority;
- d. if no staff respond yes, management will follow the call-in procedure listed in (4)(i)-(4)(v).
- e. The employer will ensure the digital technology method is available, and functional for all staff.

(5) If there are less than 8 hours before the shift being called for commences:

- i. if there is no answer or it is busy, immediately redial to rule out any misdial.
- ii. if there is still no answer or it is busy, go to the next person on the list.
- iii. If using digital technology to schedule shifts:
  - a. the vacant shift will be posted to the technology platform;
  - b. available staff will have fifteen minutes to respond;
  - c. shifts will be scheduled in order of seniority;
  - d. after fifteen minutes, staff will be called according to the procedure in (5)(i)-(5)(ii).
  - e. The employer will ensure the digital technology method is available, and functional for all staff.

(6) All calls must be written in the call-in book or tracked using technology as applicable. Supervisors or staff are not obligated to call more than one phone numbers per staff.

(7) The call log should show the following information:

- i. Employee called;
- ii. Date and time called;
- iii. Date and time of shift to be filled;
- iv. Response given.

The same information should be available should technology be used for call-in purposes.

(8) All shifts should first try to be filled at regular hours, then a combination of regular hours and overtime hours, then by the overtime hours.

(c) Availability

- (1) Casual employees will provide their availability on commencement of their employment on the form provided by the Employer.
- (2) Availability must be stated for a minimum of two calendar days per week unless otherwise approved.
- (3) Casual employees may change their availability without penalty provided the change is made within two weeks in advance of pay period.
- (4) Casuals who refuse three (3) shifts, during a three (3) month call-in period for which they have stated their availability for, except for legitimate reasons, will be placed at the bottom of the call-in list for the remainder of the call-in period. The employer will inform employees of both the date they are placed at the bottom of the list and the date that the current call-in period ends.

- (5) The employer will send all casual employees who haven't worked in six months a letter to confirm their casual employment every January and June. The initial letter will be sent via email with 10 days to respond. If the employee does not respond within 10 days the employer will send a registered letter to the last known address on file asking the employee to confirm their casual status within 10 days or they will be presumed to have abandoned their position. The employee will be afforded a further opportunity to rebut such presumption and demonstrate that there was reasonable grounds for not informing the Employer.
- (6) It is the obligation of the employee to inform the caller if accepting the shift will put them into overtime.

5. Client Vacations and Out of Town Assignments

- (a) An employee may accompany a client on an out-of-town assignment or client vacation on a voluntary basis. The out-of-town assignment or client vacation will be offered based on seniority on the following basis within the program, full-time employees, part-time employees, and casual employees.
- (b) No employee will suffer a loss of wages for declining the assignment or client vacation. A casual employee who elects not to accompany a client on a vacation or to attend an out-of-town assignment will not be penalized.
- (c) 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 articles 14 and 16 of the collective agreement.
- (d) For each 24-hour period or part of, the employee will receive 16 hours pay, the employee may choose to receive 8 hours pay and 8 hours lieu instead. The lieu day above is to be scheduled at a mutually acceptable time and to be taken by the end of the first week of September and the first week of March of each year. Where no request is received, compensation for the time will be paid out without any additional time off. At the option of the employee, lieu days may be paid out in cash at the time they are earned.
- (e) Those employees who opt out of client vacations and out-of-town assignments shall not lose their pay and shall continue to work at their worksite/program.

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 casual staff. Travel advances will be as per Article 26.11 (Travel Advance).

- (f) In the event of staff or client emergency, it will be the responsibility of the Employer to arrange to transport of staff and/or client from the vacation site and supply necessary replacement staff, if required.

5. School Based or Seasonal Program Employees

None

6. Special Project Employees

None

7. Any other issues agreed to by the Union and CSSEA

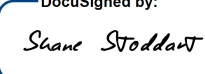
None

8. Clause 15.4(b) (Split Shifts)

None

SIGNED ON BEHALF OF THE UNION:

DocuSigned by:  
  
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Local Bargaining Committee Representative

DocuSigned by:  
  
85E374081DF64FA  
Union Bargaining Representative

SIGNED ON BEHALF OF CSSEA:

DocuSigned by:  
  
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Employer Representative

DocuSigned by:  
  
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CSSEA Representative

Dated: January 17, 2022