

MEMORANDUM OF AGREEMENT #1

Between

British Columbia General Employees' Union (BCGEU)

And

Connections Community Services Society

Represented by

Community Social Services Employers' Association (CSSEA)

1. Definition of "Program/Worksite"

14.2(e)	Additional Hours	Programme
16.4	Sharing of Overtime	Programme
18.2	Vacation Preference	Programme
24.1(c)	Job Postings	Programme

Upon signature of this Memorandum of Agreement, the Employer will provide, to the Union, a current list of programme names and addresses. The Employer will provide an update to the Union should any changes occur.

2. Article 14.2(a) – Hours or Work

The regular working hours of a regular full-time employee will be 7 hours per day, 35 hours per week with the exception of one employee. Vincent Shyong, who works 7.5 hours per day and 37.5 hours per week.

3. Article 14.2(b) – Hours or Work

Employees working in the after-school program, Connections Kids Clubs, may be regularly scheduled for a minimum of two hours. Should the Employer wish to introduce a new program with a minimum of two-hour shifts, the Employer will need to reach agreement with the Union. If no such agreement is reached, the Employer may not schedule new program shifts of less than the collective agreement minimums.

4. Article 15.4(b) – Split Shifts

In accordance with Article 15.4 – Split Shifts, the Parties agree that the staff in the Kids Programs – the Before and After School Program may be regularly scheduled to work split shifts.

5. Article 26.2 – Paydays

Employees shall be paid semi-monthly on the 15th and last day of the month.

6. Article 30.3 – Casual Call-In Procedure

a) Availability:

- i. Casual employees will be available to work:
 - 1) A minimum of three calendar days per week;
 - 2) During the period July 1st to September 7th, casual employees will be available seven out of the nine weeks;
 - 3) During the period December 15th to January 7th, casual employees will be available for coverage through either the Christmas or New Year's holiday period; and
 - 4) During spring break, as defined by the local school district, casual employees will be available one out of the two weeks.
- ii. Casual employees will provide their availability to the Employer by the 7th of each month for the following calendar month. When the 7th falls on a weekend, casual employees will provide their availability the Friday before the weekend.
- iii. Casual employees will inform the Employer of the most effective means of contacting them for scheduling work.
- iv. If a previously submitted availability needs to be changed, prior to accepting a shift, casual employees will forward a written request to the Program Supervisor or designate as soon as possible.

b) Shift assignment

- i. Qualified casual employees shall be called in order of seniority based on availability submitted each month.
- ii. Casual employees are expected to be available to work at all sites to which they are assigned and oriented.
- iii. Block bookings of two or more consecutive shifts may be broken up and will be assigned to the most senior qualified casual employee available.
- iv. Where the shift occurring is within three hours, calls will be placed in order of seniority with no interval between calls.
- v. Where a shift is occurring within 24 hours, calls will be placed in order of seniority within five-minute intervals between calls.
- vi. Where the shift is occurring more than 24 hours in advance of the start of the shift, calls will be placed in order of seniority within 30-minute intervals between calls.

- vii. The Program Supervisor or designate will indicate on the call-in sheet the following:
 - 1) If the shift is filled by the casual employee, it will be noted “yes”.
 - 2) If the shift is not filled by the casual employee, it will be noted as either “no answer”, or “refusal”.
- viii. For the purposes of this article, any electronic message equipment will be deemed to be “no answer”. Casual employees who cannot be reached, where they have recorded themselves available, will have that shift recorded as a refusal.
- ix. 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 a shift. Casuals who refuse three shifts for which they have stated their availability for, other than those stated in this article, in a period of three months, will drop to the bottom of the casual availability list for two months. Casuals who fail to submit their availability for three consecutive months, or refuse six shifts for which they have stated their availability for, other than those stated in this article, a period of three months will be deemed to have resigned. The Employer will advise the employee in writing of the deemed resignation.
- x. A casual employee must inform the Program Supervisor or designate if accepting a shift will result in overtime. Prior approval must be obtained from the Program Supervisor before working the overtime.
- xi. All calls must be recorded in a logbook. The logbook will show:
 - 1) The time and date of the call;
 - 2) The employee being called;
 - 3) The shift they are being offered;
 - 4) Whether the employee accepts, or refuses, or does not respond to call;
 - 5) The signature of the staffing person calling;
 - 6) A list of acronyms to be used in recording the logbook.

7. Client Vacation and Out-of-Town Assignments

- a) A client vacation/out-of-town assignment is any situation in which an employee or group of employees is away from their normal work location with clients.
- b) Client vacations/out-of-town assignments which have been approved by the Employer will be compensated up to 10 hours straight-time per day. For client vacations/out-of-town assignments which are:
 - i. Between three and seven days, the employee will receive one paid regular day off in lieu.

- ii. Eight or more days, the employee will also receive two paid regular days off in lieu. The lieu time will be scheduled at a mutually agreeable time within a six month period.
- c) Employer participation on client vacations/out-of-town assignments shall be voluntary.
- d) Client vacation/out-of-town assignments will be offered by seniority in the worksite in the following order:
 - i. Regular full-time employees
 - ii. Regular part-time employees
 - iii. Casual employees
- e) The Employer shall pay for all reasonable expenses incurred by staff (will not include alcohol, cigarettes, or items of a personal nature) while on client vacations/out-of-town assignments (e.g. transportation, meals, mileage where applicable, accommodations, etc.).
- f) 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.

8. School Based Employees

School based employees are employees employed in a school-based program that has a designated closed period. These employees are also hired for a period of less than 12 months in successive years of employment. These employees will be required to take their vacation during school breaks or other temporary breaks related to the school year.

During the designated closed periods, these employees shall be placed on the casual call-in list as per Article 30 – Casual Employees. These employees shall be covered by the terms and conditions of casual employees during the designated closed periods with the exception of:

- a) Article 27 – Health and Welfare Benefits. School Based Employees eligible for health and welfare benefits may elect to continue their benefits coverage, provided the employee pays, in advance, the monthly cost of the benefit premiums to the Employer in accordance with the procedures outlined by the Employer.
- b) Article 30.3(a) – Casual Call-In Procedure. School Based Employees do not need to meet the minimum availability requirements.

9. Special Project Employees

“Special Project Employees” are employees hired for a specific period of time, not to exceed six months, for special projects as mutually agreed between the Employer and the BC General Employees’ Union. Should the funding for the initial project be for a period up to but not exceeding 12 months, the Union agrees to approve the extended time provided the Employer supplies documentation supporting the request for the longer period. Such employees shall be member of the BC General Employees’ Union and will be considered casual employees for the purposes of the Collective Agreement. Wage rates shall be subject to mutual agreement between the Parties. If the special project continues, the position shall be posted.

10. Student Employment and Work Experience Programs

The language agreed to between CSSEA and BCGEU (Letter of Understanding #4 Re: Memorandum of Agreement #1 [Re: Local Issues]) will be the recognized process.

SIGNED ON BEHALF OF THE UNION:

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Bargaining Committee Representative

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Kay Sinclair

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Union Representative

SIGNED ON BEHALF OF CSSEA:

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Sue Street

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Sue Street, Executive Director, Connections
Employer Representative

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Isabelle Busby

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Isabelle Busby
CSSEA Representative

Dated: June 15, 2022