

MEMORANDUM OF AGREEMENT #1*Between*

British Columbia Government and Service Employees' Union (The "Union")

And

OPTIONS Community Services Society (The "Employer")

Represented by the

Community Social Services Employers' Association of (CSSEA)

1. Clauses 14.2(a), (b)(4), (e), and (f) (Hours of Work)

- (a) The hours of work of a regular full-time employee will be between seven and eight hours per day and 35 to 40 hours per week. The Employer will specify regular daily and weekly hours at the time of hiring.
- (b) Despite the above, the hours of work of a regular full-time employee who commenced work before June 1, 2022 will be seven hours per day and 35 hours per week, except that such employee may have accepted up to an additional one hour per workday or five hours per week for maximum hours consistent with (a) above.
- (c) Clause 14.5 (Flextime) supersedes the language of (a) and (b) above.

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

14.2(e)	Additional Hours	Program will apply
16.4	Sharing of Overtime	Program will apply
18.2	Vacation Preference	Program will apply
24.1(c)	Job Posting	Program will apply

3. Clause 30.3 (Casual Call-In Procedures)

As per Clause 14.2(e)(1) of the Collective Agreement, additional hours up to the allowable straight time maximum will be offered to qualified employees by seniority in the following order:

- (a) Regular Full-time
- (b) Regular Part-time
- (c) Casual

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

(a) Availability:

- 1. Casual employees will provide their availability by email to the supervisor by the tenth (10th) of each month for the following calendar month.

2. Casual employees who fail to submit their availability by the 10th of the month may not be scheduled for shifts the following month. If additional hours become available after the 10th of the month, these will be offered in accordance with Clause 30.3 (Casual Call-in Procedures).
3. Casual employees who have not submitted their availability for three calendar months out of twelve (January to December) will drop to the bottom of the seniority list for three (3) months.
4. Casual employees may work in a program for which they have the requisite qualifications, provided they have completed training and orientation prior to working.
5. Casual employees may change their availability prior to accepting a shift and must notify the Employer a minimum of five (5) days before the shift by contacting the on-call supervisor directly. Changes must be communicated in writing and must not reduce availability below minimum requirements.
6. A casual employee will be granted a period of time, not to exceed three (3) weeks per calendar year, that they will not be required to be available. A casual employee seeking this time off will see the Employer's approval in writing 45 days prior to the start of the requested time off. A casual employee will not be expected to be available for assignments at any time the employee is ill or injured or unable to perform the duties of work assigned to them.
7. The employer will first contact the employee by phone followed up with a written document (through email or letter correspondence) 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 five (5) months will be deemed to have resigned, unless on leave.
8. Notwithstanding the above, the manager or designate may grant extended periods of unavailability. All requests must be submitted in writing. Approval shall not be withheld unjustly.
9. Casual employees who have passed their probationary period and are attending school and considered full-time under their educational institution 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.
10. Notwithstanding the above, the manager or designate may grant extended periods of unavailability. All requests must be submitted in writing. Approval shall not be withheld unjustly.
11. Casual availability must include a minimum of the following:
 - 12 shifts per calendar month; four of which must be weekday shifts
 - AND
 - Four (4) Graveyard shifts per month (for 24/7 programs only)
 - AND

Eight (8) statutory holidays per year out of a total of thirteen (13) including two of:

- Christmas Day
 - Boxing Day
 - New Year's Day
- AND

At least one of the following:

- December 24th
- December 31st

(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, by program and/or worksite.
3. 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.
4. Block bookings of three or more consecutive shifts may be assigned to the most senior qualified employee available to work the entire block of shifts. The block will be offered to part-time then casual employees in order of seniority. Part-time employees will only be offered a block of shifts if accepting the block will result in additional hours over and above their regular hours. Where a part-time employee has an assignment that conflicts with the block, they may opt to take the block they have been offered and the Employer will back fill the employee's regular position, subject to management approval.
4. 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.
5. Casual employees must contact the on-call supervisor directly (i.e., by cell phone/text) to cancel a shift with less than seventy-two (72) hours' notice.

(c) Calling Procedures:

1. Shifts will be filled using the following supervisory telephone calling or texting procedures and in order of seniority. Calling procedures may be supplemented with other acceptable forms of communication including texting, or automated scheduling technology as appropriate or as per Article 30.9 Use of Technology
2. The following response times will apply prior to the supervisor calling/texting the next available person on the list:
 - If the shift starts in less than twenty-four (24) hours – 5 min delay
 - If the shift starts in more than twenty-four (24) hours but less than seventy-two (72) hours - 30-minute delay
 - If the shift starts in more than seventy-two (72) hours - one-hour delay

The supervisor will accept the first person who calls/texts back and accepts the shift.

3. Coverage for Shifts with Greater than Seven (7) Days' Notice

Definition: Coverage for a shift that commences more than seven (7) days after notification.

Employees will be called in order of seniority.

4. The staffing person attempting to fill the shift will communicate with the first employee on the list, and then wait four (4) hours for the employee to reply to the call-out. If there is no reply within the four (4) hours the next employee on the list will be called. This process will be repeated until the shift is filled or until there is less than seven (7) days before the shift is to commence, at which time the procedure outlined in (2) above will be followed.
5. If a casual employee refuses to work on six (6) occasions within a three (3) month period, they will be placed at the bottom of the call-in list for the next two call-in periods. At the beginning of the following call-in period, the employee will be placed in the appropriate place on the seniority call-in list based on their seniority.
6. In no case will an employee be permitted to use their seniority to bump another employee out of a casual shift, once it has been accepted, unless there is an Employer error.
7. All modes of communication must be recorded. The logbook will show:
 - the time and date of the communication;
 - the employee being contacted;
 - the shift they are being offered;
 - whether the employee accepts, or refuses, or does not respond to call;
 - the site of the shift;
 - the time the employee responded;
 - the name of the manager or designate contacting the employee.

6. Special Project Employees

- a) A "special project employee" is an employee hired for a specified period for special projects, including an employee hired under the auspices of a federal or provincial special employment program. A special project employee may only be utilized by mutual written agreement of the Employer and the Union.
- b) A special project employee may be employed for an initial period not exceeding 12 months. If the Employer wishes to continue the special project beyond 12 months, then the position will be posted.
- c) Such employees shall be members of the Union and will be considered casual employees for the purposes of the collective agreement.

- d) Existing regular employees who apply and post into special projects roles will retain the right to return to their permanent position without loss of seniority when the special project position expires.
- e) 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.
- f) Special project employees will be supernumerary, and their hiring must not result in the layoff of existing bargaining unit employee or a reduction in their work. Any regular employees on layoff and qualified for the special project work, must be recalled to the available work prior to a special project employee being hired.

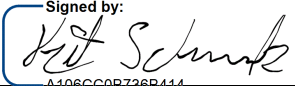
7. Clause 26.2 (Paydays)

- a) Employees shall be paid biweekly on alternate Fridays.
- b) Where there is a discrepancy on a paycheque and/or payday due to an employer error, the Employer upon request of the employee shall arrange for the employee to be provided with a manual cheque by the next business day from when the paycheque was due. Also, the Employer will advise the employee(s), in writing, of the discrepancies. Any fees and/or penalties that are borne by the employee as a result of the Employer's error in the paycheque and/or discrepancies in pay, will solely be paid by the Employer.
- c) Employees may elect to have their pay directly deposited into the financial institution of the employee's choice.

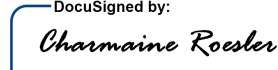
8. Job Sharing

Job sharing proposals will be considered by the Employer. Employees are required to submit a job share proposal to the Employer for approval. The Employer and the Union shall meet to review the proposal. Job Share proposals shall not be unreasonably denied and shall not incur any extra cost for the Employer.

SIGNED ON BEHALF OF THE UNION:

Signed by:

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Union Bargaining Representative

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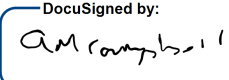
BCGEU Staff Representative

SIGNED ON BEHALF OF EMPLOYER:

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Employer Representative

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CSSEA Representative

Dated December 13, 2024