

**MEMORANDUM OF AGREEMENT #1
RE: LOCAL ISSUES ADDENDUM**

between
B.C. General Employees' Union (The "Union")
and
Semiahmoo House Society (The "Employer")
represented by
Community Social Services Employers' Association (CSSEA)

1. Hours of Work

The hours of work for a Regular full-time employee shall be thirty-five (35) to forty (40) hours per week. Overtime applies after eight (8) hours per day or forty (40) hours per week.

2. "Programme" or "Worksite"

13.3	Layoff	Programme will apply
14.2(e)	Hours of Work	Programme will apply
16.4	Sharing of Overtime	Programme will apply
18.2(a)	Vacation Preferences	Programme will apply
24.1(c)	Job Postings	Programme will apply

3. Casual Call-in Procedure

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 to the Employer by the tenth (10) of each month for the following calendar month. When the tenth (10) falls on a weekend, availability is due the Friday before the weekend.
- 2) Casual employees may change their availability without penalty, prior to accepting a shift, by contacting the Employer as soon as possible with any change in availability. Casual employees may select those program areas in which they wish to work, indicating this on the availability form, provided they have the requisite qualifications. They must complete training and orientation prior to being placed on the Call-in list for those programs.
- 3) Casual employees must be available for a minimum of three (3) shifts per week. Casual employees must be available for the summer months of June, July, and August.
- 4) Casual employees must be available to work on eight (8) of the thirteen (13) statutory holidays per year, one (1) of which must be Christmas, New Year's Eve Day. Casual Employees

must submit their choice in writing by October 1 of the current year, and selection will be done by seniority.

- 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. It is understood by the parties that when that Casual is not participating in school, they are expected to meet the Casual minimum requirements.

(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 programme and/or worksite.
- 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 Manager/Supervisor to cancel a shift with less than seventy-two (72) hours' notice.
- 7) The Employer will send a letter via registered mail to Casual employees who have not worked any shifts for six (6) months to determine if the Casual employees want to remain employed. Casual employees who have not worked any shifts for nine (9) months will be deemed to have resigned.

(c) Calling 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) if there is no answer or it is busy, then immediately redial to rule out a misdial;

- (ii) if there is still no answer or it is busy, then proceed to the next available employee on the list.
 - (iii) employees returning a call 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) Wait 30 minutes;
 - (ii) Redial the same employee
 - (iii) If there is still no answer or it is busy, then proceed to the next available employee on the list.

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 (full-time, part-time and Casual employees).

- 4) The staffing person attempting to fill the shift will call two (2) contact numbers for the first employee on the list, and then wait eight (8) hours for the employee to reply to the call-out. If there is no reply within eight (8) 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 (ii), above, will be followed.
- 5) All calls must be recorded in a logbook. The logbook will show;
 - the time and date of the call;
 - the employee being called;
 - the shift they are being offered;
 - whether the employee accepts, or refuses, or does not respond to call;
 - the name 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 not obligated to call more than two (2) contact numbers per employee. 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 within 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.

- 8) If the Manager/Supervisor (staffing person) does not speak directly to the Casual employee, no refusal will have occurred.

- 9) Any employee wishing to be included on the call-in list for a specific worksite, who is not oriented to that worksite, must contact the Manager/Supervisor (staffing person) to arrange for orientation on an available shift.

4. Service Recipient Vacation and Out of Town Assignment:

- a) The Employer will canvass employees in a timely manner about their interest in out of town assignments. Subject to employees having the training, familiarization, and compatibility with the particular client(s) so that care will be properly delivered, the assignments will be offered by seniority to interested employees.

- b) A service recipient vacation or out-of-town assignment that does not require an overnight stay will be compensated at the employee's applicable rate of pay.

- c) A service recipient vacation or out-of-town assignment involving an overnight stay will be compensated at the rate of twelve (12) hours of an employee's regular hourly rate for each twenty-four (24) hour period. The employee may choose to take eight (8) hours of pay and four (4) hours of paid lieu time.

- d) Where an employee's normally scheduled hours are less than eight (8) then the employee shall be paid a minimum of eight (8) hours at straight time (1x), plus four (4) hours in lieu time.

- e) Where a service recipient vacation/out-of-town assignment schedule-overlaps an employee's normal scheduled day(s) of rest, the employee shall be compensated as above and shall have the days off re-scheduled to the end of the trip.

- f) A Regular employee who does not participate in a service recipient vacation or out of town assignment will not suffer a loss of her regular work or pay. An employee who elects not to accompany the client on a vacation or to attend out-of-town assignment will not be penalized.

- g) The employer will pay all reasonable expenses incurred by an employee on a service recipient vacation or out-of-town assignment. The advance will be based on the reimbursement rates in Article 26 and the cost of accommodation if it is needed.

- h) In the event of an emergency involving the employee or client, the employer will be responsible for arranging and paying for transportation home and, if necessary, replacement staff.

5. Special Project Employees

- (a) "Special Project Employees" are employees hired for a specified period of time, not to exceed six months for special projects or as mutually agreed between the Employer and the Union
- (b) Such an employee shall be members of the Union and will be considered regular employees for the purpose of the collective agreement.
- (c) Existing regular employees who have permanent positions and post into a special project role will retain the right to return to their permanent position when the special project position expires. Hours accrued in special project positions will count towards seniority.
- (d) Employees will be paid in the applicable wage rates under the collective agreement. Should funding constraints be an issue, wage rates shall be subject to mutual agreement between the parties, however, the Employer will make every reasonable effort to pay such employees at the applicable wage rate in the collective agreement.
- (e) Special Project positions will be posted according to Article 24.1 (Job Postings) and 24.2 (Information in Postings) and will also include the length of the term and it may not exceed 1 year in duration. At the end of the term, the Employer will either:
 - Post a permanent position;
 - End the term position;
- (f) Special projects employees will not replace or augment current positions or prevent a recall of an employee on layoff or result in a loss of work for bargaining unit employees.

6. Article 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.

SIGNED ON BEHALF OF THE UNION:

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Charmaine Roesler
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BCGEU Staff Representative

SIGNED ON BEHALF OF EMPLOYER:

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Dated December 17, 2024