

## MEMORANDUM OF AGREEMENT #1

### RE: LOCAL ISSUES ADDENDUM

Between  
*BC General Employees' Union (BCGEU)*  
And  
*Kamloops Society for Community Inclusion (formerly Inclusion Kamloops Society)*  
*represented by the*  
*Community Social Services Employers' Association (CSSEA)*

#### 1. Article 2.1 – Special Project Employees

(a) “Special Project Employees” are employees hired for special projects for a specified period of time, not to exceed one year, except as the Parties may mutually agree otherwise. This includes employees hired under the auspices of a Federal or Provincial Special Employment Program.

(b) Special project positions exceeding three months will be posted in accordance with Article 24.11(a) – Temporary Vacancies and may not exceed one year in duration. If the position continues beyond one year, the Employer will:

1. Post a permanent position;
2. End the special project position; or
3. Extend the special project beyond one year, provided the Union has been informed of the reason for the extension and has agreed to the extension

(c) Special project employees will be supernumerary, and their hiring must not result in the layoff of existing bargaining unit employees or a reduction in their work. Any regular employees on layoff must be recalled to the available work, provided they are qualified, prior to a special project employee being hired.

(d) If external hires, special project employees shall be members of the Union and will be considered casual employees for the purposes of the Collective Agreement. Article 30.6 – Application of Agreement to Casual Employees will apply.

(e) For internal appointments, Article 24.11(d) – Temporary Vacancies will apply.

(f) 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.

#### **Student Employment and Work Experience Programs**

The process described in Letter of Understanding #4 re: Summer Student Protocol between BCGEU and CSSEA, dated April 7, 2016, is incorporated into this local issues agreement and will apply to student employment and work experience programs.

## 2. Definition of “Programme/Worksite”

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

## 3. Article 14.2 – Hours of Work

The hours of work, exclusive of meal periods taken away from the workstation, will be thirty-seven and one-half (37 ½) hours per week or equivalent average.

The Bissette residential worksite is the only worksite with two employees doing night shifts of four (4) nights on and four (4) days off rotation. The shifts are eight (8) hours per shift.

## 4. Article 26.2 – Paydays

Paydays shall be bi-weekly on Fridays.

## 5. Article 30.3 Casual Call-In Procedures

### (a) Availability:

- (1) Regular employees requesting additional hours must give the Employer written notice of their desire to work additional hours and their availability. Qualified regular employees shall be offered work in accordance with their recorded availability and in order of seniority in accordance with Article 14.2 (e). Refusals do not apply to regular employees registered for casual work.
- (2) Qualified casual employees shall be called in order of seniority when shifts are available for booking after (a) (1) above.
- (3) Employees will provide, in writing, their availability dates by the fifth (5<sup>th</sup>) of each month for the following calendar month. Employees who do not provide their availability dates in writing as noted above will have their previous month’s availability apply for the month for which the availability was due. Casual employees failing to provide their availability for two concurrent months will count as a refusal.

Casual employees will indicate their level of availability (full time/part time/student) at time of hire.

**Full-Time Casual Availability** – Subject to Article 14.2 (c) and (d) and 15.3, full-time availability is defined as a requirement to be available for any shift, twenty (20) calendar days per month; six (6) days during the weekend (Saturday and Sunday); fourteen (14) days Monday through Friday, and all Statutory Holidays up to thirty-seven and one half (37.5) hours per week.

**Part-Time Casual Availability**- Subject to Article 14.2 (c) and (d) and 15.3, part-time availability is defined as a minimum requirement to be available for twelve (12) calendar days per month; four (4) days during the weekend (Saturday and Sunday); four (4) days Monday through Friday; and four (4) days anytime during the calendar

week and all Statutory Holidays up to thirty-seven and one half (37.5) hours per week.

**Student Availability** – Casuals that are students may submit an application to the Employer regarding their unavailability for educational reasons. Approval of the availability for educational reasons is at the discretion of the employer and proof of full-time enrollment (a minimum of 3 classes or practicum) and attendance at a recognized educational institution will be required. Upon approval, for specific duration approved by the employer, (based on the educational institution calendar), subject to Article 14.2 (c) and (d) and 15.3, student availability is defined as a minimum requirement to be available of four (4) calendar days per month, of which at least two (2) are during the weekend (Saturday and Sunday) and all Statutory Holidays up to thirty-seven and one half (37.5) hours per week.

Where inadequate numbers of employees have indicated availability for weekends or statutory holidays, employees will be required, in reverse order of seniority, to change their selection. If there appears to be less work available than stated availability, employees will be offered, in seniority order, the right of first refusal for the actual work occurring on weekends or statutory holidays.

Casual employees may be required to work one (1) of the following two (2) day combinations: Christmas Eve/Christmas Day or New Year's Eve/New Year's Day plus no fewer than nine (9) other days between December 15<sup>th</sup> and January 7<sup>th</sup>. No later than November 5<sup>th</sup>, an employee will indicate which two (2) day combination they are available to work. Where inadequate numbers of employees have indicated availability for one (1) or the other, employees will be required, in reverse order of seniority, to change their selection. Closer to the actual coverage requirements, if there appears to be less work available than stated availability, employees will be offered, in seniority order, the right of first refusal for the actual work occurring on their assigned statutory holiday combination.

Employees may only change their level of availability with the approval from the Employer, providing the employee has a valid reason.

Employees who do not provide their availability dates in writing as noted above will have their previous month's availability apply for the month for which the availability was due, until such time as the next month's availability dates are due.

Availability is due on the 5<sup>th</sup> of the month for the following calendar month. It is the responsibility of the casual employees to ensure that the Employer is kept notified of the current mailing address, telephone number and availability.

- (b) There shall be one call-in list for each of the programs and a call-in list for residential worksites.
- (c) Subject to the provisions of Clause 14.2 (e), available work shall be offered according to seniority to qualified employees who are designated to work in the residential worksite or programs where the work arises, in the following sequential order:
  - (1) Part-time employees;
  - (2) Casual employees.

- (d) When less than twenty-four (24) hours' notice of available work is received contact shall involve one telephone call, if an answering device is reached, the caller is to leave a message. Caller is to wait five (5) minutes, and then proceed to the next available employee in order of seniority. If a busy signal is encountered, the caller shall wait (5) minutes and call again. If no response, then proceed to the next available employee in order of seniority.
- (e) When more than twenty-four (24) hours' notice of available work is received (i.e. lieu days, vacation, leave of absence, etcetera), the time parameters in (d) above shall be expanded to eight (8) hours' length of time to allow contact in seniority order with employees eligible for the work assignment.
- (f) All calls shall be recorded in the logbook. The logbook shall show: the time and the date of the call; the signature/initials of the person making the call; the employee being called; the particular work assignment available; whether the employee accepts, declines or does not respond to the phone call(s). If no contact is made with the employee being called, the logbook will show "no response".
- (g) In the event of a dispute, the Union shall have access to the logbook and be able to make copies.
- (h) Casuals who, for reasons other than injury, illness, serious family or household emergency, or circumstances set out in the Clause 30.4, refuse three (3) shifts, in a period of three (3) months, shall drop to the bottom of the casual seniority list until the next casual seniority list is produced as per Article 30.2 Seniority. Were the reason for the decline of the shift is illness, the Employer may request a doctor's certificate.
- (i) Casual employees will be considered to have resigned or abandoned their position, where on three (3) separate occasions, the casual was placed on the bottom of the casual seniority list. Where the employee has failed to submit their availability selection of two (2) consecutive months, they may be considered to have abandoned their position and the provisions of Article 11.7 shall apply.
- (j) Article 30.11 – Minimum Availability will apply.
- (k) The employer shall advise the employee, in writing, of the time and result of the contact attempt(s) and that they are considered to have declined work for the purpose of (h) and (i) above.
- (l) All casual shifts once offered and accepted will not be withdrawn or declined, except by mutual agreement.
- (m) Casual employees may submit a time-off request, it shall be approved provided there is no conflict with previously approved leaves and there is adequate replacement coverage available during non-peak periods.

Non-Peak Periods-one (1) weekend (shifts starting on Saturday and Sunday) and three (3) additional non-weekend days, per calendar month.

Peak Period (May 15 to September 10<sup>th</sup> and December 15<sup>th</sup> to January 7<sup>th</sup>), no scheduling of non-availability.

- (n) After twelve (12) consecutive months of employment, casual employees shall be permitted to request, on a seniority basis, unpaid time-off equivalent to ten (10) workdays

during non-peak work periods. For the purposes of this provision May 15<sup>th</sup> to September 10<sup>th</sup> and December 15<sup>th</sup> to January 7<sup>th</sup> shall be considered peak work periods. Such time off may be scheduled in one or more periods of time. Requests shall be submitted in writing and approved provided there is no conflict with previously approved leaves and there is adequate replacement coverage available.

- (o) After five (5) consecutive years of employment, casual employees shall be permitted to schedule, on a seniority basis, unpaid time-off equivalent to (15) workdays during non-peak work periods on the same basis as set out in (l) above.
- (p) Changes to approved vacations or special leaves will be considered individually taking into account the commitment of shifts.

Note: Full-time and part-time staff will not have their regular shifts rescheduled as a result of this process. This is part-time staff will maintain their currently scheduled hours. Casual shifts will be in addition to regularly scheduled shifts.

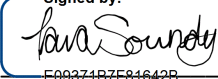
## **6. Client Vacations and Out of Town Assignments**

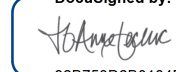
A client vacation/out of town assignment of 12 hours or less shall be paid at the applicable rates of pay, as per Article 14 (Hours of Work) and Article 16 (Overtime) of the Collective Agreement.

A client vacation/out of town assignment-which has been approved by the Employer, and is longer than 12 hours in duration, the following conditions shall apply:

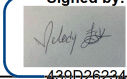
- (a) Employees' participation on a client vacation is voluntary.
- (b) Subject to employees having the training, familiarization and compatibility with the particular client(s) to ensure that client care needs are met, the assignments will be offered by seniority to interested employees in the client's program.
- (c) A regular employee who does not participate in a client vacation or out-of-town assignment will not suffer a loss of their regular work or pay and shall be offered alternate work.
- (d) 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.
- (e) For each 24-hour period worked, the employee shall be paid eight hours pay at straight-time plus one eight-hour day in lieu to be scheduled within 60 days at a mutually agreed time. The employee may choose to receive the 8 hours in lieu paid out in wages instead.
- (f) The Employer will pay all reasonable pre-approved expenses as required by Article 26. This will apply to both regular and casual employees. Travel advances will be as per Article 26.11 (Travel Advance).
- (g) In the event of staff or client emergency, it will be the responsibility of the Employer to arrange the transport of staff and/or client from the vacation site and supply necessary replacement staff, if required.

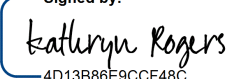
**SIGNED ON BEHALF OF  
THE ASSOCIATION OF UNIONS**

Signed by:  
  
E09271B7F81642D...  
Tara Soundy  
BCGEU Committee Representative

DocuSigned by:  
  
92B753D2B0184ED...  
JoAnne Leclerc  
BCGEU Staff Representative

**SIGNED ON BEHALF OF EMPLOYER AND  
CSSEA**

Signed by:  
  
439D2623446B4A0...  
Melody Frisk  
Executive Director

Signed by:  
  
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Kathryn Rogers  
CSSEA Representative

Date: November 28, 2024