

MEMORANDUM OF AGREEMENT #1

RE: Local Issues Addendum

*between
B.C. Government and Service Employees' Union (BCGEU)
Strive Living Society
Represented by the
Community Social Services Employers' Association of (CSSEA)*

- | | | |
|------------|---------------------|---------------------|
| 1. 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 |

2. Article 14.2 Hours of Work

The hours of work inclusive of a paid meal period will be eight (8) hours per day and an average of 40 hours per week.

3. Article 26.2 Paydays

Employees shall be paid biweekly: specifically every other Friday.

4. Article 30.3 Casual Call-In Procedure

- (a) Additional hours worked up to the straight time maximum will be offered in accordance with Article 14.2 of the Collective Agreement.
- (b) Full-time and part-time employees may not give up a regularly scheduled shift to accept a casual shift. Casual employees may not give up a previously accepted shift to accept a conflicting casual shift.

Employees may be offered additional hours of work to extend the employee's regular or previously scheduled shift, provided:

- the additional hours are the same type of shift as the employee's original shift (day, afternoon, overnight), and;
- the additional hours are offered in accordance with 14.2(e) of the Collective Agreement.

For example: An employee holds a regular 3pm to 9pm shift on Mondays. Should the Monday 3pm to 11pm shift at the same worksite and program become available, it may be offered to the employee. If the Monday 7am to 3pm shift at the same worksite becomes available, the employee may not give up their 3pm to 9pm shift to accept the 7am to 3pm shift as does not run concurrently to the original shift.

- (c) The Employer is not obligated to assign casual hours to an employee that will result in that employee working at overtime rates and further it is the obligation of the employee to disclose if accepting a shift will result in overtime.

Emergency coverage - Within 48 Hours

Definition: A shift that commences within 48 hours from the time of notification.

Notification of additional hours will be via text message using the Shift Shark system. All eligible, qualified employees may be notified of the additional hours at the same time.

There will be a 15-minute wait time for responses.

The shift shall be awarded to the most senior employee who accepts within the notification period per 14.2(e) of the Collective Agreement. Employees who responded within the window but were not the seniormost eligible employee will be notified via text message.

In the event that sending text messages is not possible, notification will be via telephone. There will be no wait time between calls, and the shift shall be awarded to first employee who accepts the shift.

Non-Emergency coverage - Beyond 48 Hours to 14 days

Definition: A shift that commences between 48 hours and 14 days from the time of notification.

Notification of additional hours will be via text message using the Shift Shark system. All eligible, qualified employees may be notified of the additional hours at the same time.

There will be a two (2) hour wait time for responses.

The shift shall be awarded to the most senior employee who accepts within the notification period per 14.2(e) of the Collective Agreement.

If no employee accepts the shift, this process will be repeated until the shift is filled or until there is less than 48 hours before the shift is to commence, at which time the procedure for Emergency Coverage will be initiated. In the event that sending text message is not possible, notification will be via telephone. There will be a 15-minute wait time between calls, and the shift shall be awarded to the first employee who accepts the shift.

Long Term Coverage (Shift Bidding) – Beyond 14 days

Definition: A shift that commences more than 14 days from the time of notification.

Notification of additional hours will be via email (Shift Bidding), or via text message (Shift Shark), per the Employer's discretion. All eligible, qualified employees may be notified of the additional hours at the same time. In the event of a Shift Bid, the email will invite eligible employees to log into the Shift Bid system to view and respond to open shifts.

There will be a 24 hour wait time for responses.

The shift shall be awarded to the most senior employee who accepts within the notification period per 14.2(e) of the Collective Agreement.

If no employee accepts the shift, this process will be repeated until the shift is filled or until there is less than 14 days before the shift is to commence at which time the procedure for Non-Emergency Coverage shall be initiated.

Availability

- (a) Employees must submit availability by 23:59hrs on the 1st of the month for the following calendar month. For example, October availability must be submitted by September 1st. The Employer will send a reminder email to employees who have not submitted availability by 3-5 days prior to the deadline. Employees may submit availability early. Changes to availability will only be accepted up to the 1st of the previous month.
- (b) Casual employees must be available for three (3) shifts per week, with one (1) being on the weekend (Friday 10pm to Monday 7am). Casual employees must be available for the months of June, July, and August. Casual employees must be available to work on either December 25th or January 1st statutory holidays.
- (c) Employees who fail to submit availability as per (a) and (b) shall be placed at the bottom of the call-in list for the month.
- (d) Employees shall not be considered to have refused a shift they have indicated that they are available for, if they decline for one of the following reasons:
 - a. they did not indicate they are available
 - b. working for Strive at another worksite
 - c. illness
 - d. scheduled medical/dental appointment
 - e. unexpected emergency

Seasonal Employees

- (a) Casual employees may apply to the Employer for Seasonal Employee status. Seasonal Employee status is defined as a casual employee who is exempt from the minimum availability requirements due to regular employment/commitment elsewhere.
- (b) Seasonal employees must continue to submit monthly availability and be available for a minimum of one (1) shift per week during their employment/commitment elsewhere. Proof of external employment/commitment and Employer discretion will be used in consideration to grant Seasonal Employee status. It is understood and agreed that during periods falling outside of the external employment/commitment, the employee must meet the casual minimum availability requirement of three (3) shifts per week, with one (1) being on the weekend (Friday 10pm to Monday 7am).
- (c) Seasonal employees must maintain a minimum availability of three (3) shifts per week, with one (1) being on the weekend (Friday 10:00pm - Monday 7:00am) for a minimum of 12 weeks per calendar year.

5. Client Vacations and Out of Town Assignments

For client vacations and out of town assignment which have been approved by the Employer, the following conditions shall apply:

- (a) Staff shall be compensated eight (8) hours pay at regular straight time rates plus eight (8) hours bank for each twenty-four (24) hour period worked.
- (b) Shall be offered to employees by seniority in the worksite subject to the employee(s) having the training, familiarization, and the compatibility with the particular client(s) so that care will be properly delivered, in the following order; (1) regular employees (2) casual employees.
- (c) The Employer shall pay all reasonable expenses incurred by the employee (exceptions include alcohol, cigarettes and items of a personal nature) while on client vacations and out of town assignment (e.g., transportation, meals, mileage (where applicable) accommodations, etc.) with prior approval by the Employer, including for a casual employee.
- (d) In the event of an employee(s) or client(s) emergency, it is the responsibility of the Employer to arrange to transport the employee(s) and/or client(s) from the vacation site and arrange for necessary replacement employee(s).
- (e) Travel advances are pursuant to Article 26.11 and will apply to casual employees.
- (f) Regular employees who do not accompany clients on vacations/out of town assignments will choose to be:
 - i. given Vacation Pay provided there is a minimum of four (4) weeks' notice by the Employer, or;
 - ii. given the option of taking leave without pay, or;
 - iii. assigned alternate work to complete, or;
 - iv. reassigned to other worksites.
- (g) Employee participation shall be voluntary.

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 Article 14 and 16 of the collective agreement.

6. Split Shifts

Not applicable. There will be no split shifts.

7. Seasonal & School-Based Programs

Not applicable. The Employer does not operate seasonal or school-based programs.


8. Student Employment and Work Experience Programs

The process described in the Letter of Understanding 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.

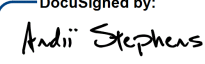
9. Special Project Employees

Not applicable. The Employer does not utilize special project employees.

**SIGNED ON BEHALF OF
THE UNION:**

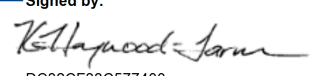
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Local Bargaining Committee Representative

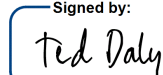
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Union Bargaining Association Representative

**SIGNED ON BEHALF
OF THE EMPLOYER:**

Signed by:

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Employer Representative

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CSSEA Representative

Dated this 13 day of December, 2024.