

BCGEU and Burnaby Family Life (01-2025)

(Union Proposal)
MEMORANDUM OF AGREEMENT #1

RE: LOCAL ISSUES ADDENDUM

Between

B.C. General Employees' Union (BCGEU)

And

Burnaby Family Life

Represented by

Community Social Services Employers' Association (CSSEA)

1. Hours of work

A full-time employee is one who works a regular schedule of thirty-five (35) hours per week. For the purposes of calculating overtime rates, the allowable straight-time maximum for all employees will be eight (8) hours per day, forty (40) hours per week.

2. Article 14.2(b)(4) – Hours of Work

Casual and part-time employees employed in school-aged childcare programmes may work at least two hours due to operational requirements or during emergencies.

3. Article 14.2(e)(1) – Hours of Work

Additional hours up to the allowable straight-time maximum will be offered to employees, within the same classification, by seniority who have submitted availability, in the following sequential order:

- (i) Part-time employees
- (ii) Casual employees

Should no part-time employees or casual employees be able to accept the additional hours, the employer will offer the additional hours to full-time employees by seniority.

4. Definition of “Programme/Worksite”

13.3(a)	layoffs	Worksite will apply
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

As of the date of the signing of this Agreement, the Worksites are as follows:

Worksite
Edmonds Resource Centre

Worksite Address
7355 Canada Way, Burnaby BC V3N 4Z6

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Burnaby South Childcare Centre	5455 Rumble Street, Burnaby, BC V5J 2B7
Morley Childcare Centre	7355 Morley Street, Burnaby, BC V5E 2K1
Windsor Education Centre	6907 Gilley Avenue, Burnaby, BC V5J 1H4
Burnaby Language Centre	Suite 480 - 4800 Kingsway Burnaby BC V5H 4J2 Canada
Montecito Child Care Centre	7230 Camarillo Place, Burnaby, BC V5A 4G3

5. Article 30.3 Casual Call-in Procedure

(a) Qualified casual employees will be offered work assignments in order of seniority.

(b) The Employer must keep appropriate records (including the date/time/position/location of the vacancy, date/time of notice of vacancy, date/time of offer of vacancy, name of person offering the vacancy, names of employees offered the vacancy, and if employees accept/decline/don't respond) and make them available in the event of a dispute. The Employer will establish a Casual Call-In policy and procedure and provide it to the Union.

6. Client Vacations and Out of Town Assignments

The Employer will not require employees to accompany clients on vacations or out of town assignments.

7. Minimum availability – Casuals

- (a) Casual and regular part-time employees will provide, in writing, their availability, dates by the first of each month for the following calendar month (i.e. June 1st for the month of July.). When the 1st falls on a Saturday or Sunday, availability is due the Friday before the weekend.
- (b) Employees who do not submit availability by the due date in item (a) will be deemed unavailable and the Employer is under no obligation to offer any shifts.
- (c) Employees who accept assignments offered must work those assignments pending a bona fide reason for absence (e.g., illness, injury, family emergency) and will advise the Manager with as much advance notice as possible, of any days and times that they are no longer available.
- (d) Casual employees must be available for a minimum of 8 calendar days per month including all statutory holidays.
- (e) Casuals can declare themselves unavailable for a total of 5 weeks per year, not to include the peak periods of September 3 to June 15, Spring Break as designated by the Burnaby School District, and December 15 to January 15.
- (f) Casual employees are responsible for advising Burnaby Family Life of their current address, a contact phone number and an email address.

8. Work Refusals

- (a) Refusals are when a casual employee:
 - a. Is unavailable for, or declines a shift for which they have indicated they are available, except for reasons of illness or injury;
 - b. Does not return a call or text within 10 minutes;
 - c. Has not notified the employer of changes to their availability; or

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- d. Fails to provide their availability for two concurrent months.
- (b) In order for a casual employee to maintain employment, the casual employee shall work a minimum of 200 hours over any fixed 12-month period, or a lower minimum number of hours as agreed between the Employer and employee in writing and copied to the Union.
- (c) Where a casual employee has not worked the minimum hours by the end of the 9th month of the fixed 12-month period, the employer will notify the employee in writing to advise on how many hours the employee has worked to date and that they risk being removed from the call-in list in accordance with Article 30.11 in the collective agreement.
- (d) Except where a casual employee provides bona fide reason(s), the casual employee may be removed from the casual list and, if so, their employment will end if they do not work the identified minimum number of hours. A casual employee shall be exempted from this requirement where the Employer has not offered the casual employee the minimum number of hours over the fixed 12-month period.
- (e) A casual employee who is removed from the casual list as set out above will be notified of their termination of employment following the expiration of the fixed 12-month period and will have 10 days to provide bona fide reason(s) for remaining on the casual list.

9. School Based and Seasonal Programs

School Based Program employees are the Language Instruction for Newcomers (LINC) employees. Article 13 (Layoff and Recall) will not apply to seasonal closures. However, affected employees will be provided notification of the temporary layoff. In the event that the program does not continue the following season, Article 13 (Layoff and Recall) will apply.

During seasonal closures, employees shall have the following options:

- (a) Accrued vacations or
- (b) Accept a temporary layoff with a right of return to their former position at the end of the seasonal closure.

10. Article 15.4(b) Split Shifts

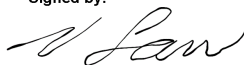
Notwithstanding the provisions of Article 15.4 (Split Shifts) the Employer may utilize split shifts in school aged childcare programs. The worksites of Burnaby South, Montecito Child Care Centre and Morley, will fall under this provision and staff at these worksites may be asked to work split shifts for the purpose of attending staff meetings and opening and closing the worksite.

In accordance with the provisions of Article 15.4(b), the Parties agree that the staff in the worksites of Edmonds Resource Centre, Windsor Education Centre, and Burnaby Language Centre may be asked to work split shifts to meet client needs (i.e. attending staff meetings, opening and closing the worksite and to maintain ratio-based coverage as per licensing).

**SIGNED ON BEHALF OF THE UNION:
EMPLOYER:**

SIGNED ON BEHALF OF THE

BCGEU and Burnaby Family Life (01-2025)

Signed by:

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Vincy Law

Local Bargaining Committee Representative

Signed by:

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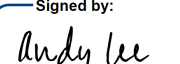
Employer Representative

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Katie Smith

Union Bargaining Representative

Signed by:

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Andy Lee

CSSEA Representative

Date: January 22, 2025

KS/GC/Burnaby Family Local Issues – 2025-01-16