

MEMORANDUM OF AGREEMENT LOCAL ISSUES ADDENDUM

In Effect Until Local Issues are Renewed

Between

*B.C. General Employees' Union (BCGEU) and
Westcoast Community Resources Society represented by the
Community Social Services Employers' Association (CSSEA)*

1. Article 2.1 – Special Project Employees

"Special Project Employees" are employees hired for a specified period of time, not to exceed six months for special projects as mutually agreed between the Employer and the B.C. General Employees' Union including employees hired under the auspices of a Federal or Provincial Special Employment Program. Such employees shall be members of the B.C. General Employees' Union and will be entitled to all benefits of the collective agreement as a casual employee. If the special project continues past the six-month period, the parties may mutually agree to a further period of six months. If the special project continues into a second year, the position shall be posted.

2. Definition of "Programme/Worksite"

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

3. Article 14.2 – Hours of Work

The hours of work of a regular full-time employee shall be an average of 35 to 40 hours per week, exclusive of any unpaid meal break, and an average of eight hours per day, exclusive of an unpaid meal break.

4. Clause 15.4-Split Shifts

N/A

5. Article 26.2 – Paydays

Paydays shall be bi-weekly on Friday.

When a payday falls on a non-banking day, the pay shall be given to the employee on a regular banking day prior to the established payday and be made available to the employee at the employee's worksite.

6. Article 30.3 – Casual Call-In Procedures

Qualified casual employees shall be called in order of seniority.

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(a) Availability

- 1) Casual employees will provide their availability to the Employer on the 10th of every month for the following month.

The Employer will enter upcoming shifts onto the "When I work" electronic application 3 weeks in advance of the start of the work schedule for the upcoming month. Appointed shifts will be confirmed 2 weeks before the start of the shift/rotation.

- 2) Employees will apply for shifts by bidding through the app.
- 3) The Employer will confirm shifts in order of seniority.
- 4) In the event of a short-term call such as a shift cancellation with less than 24 hours of notice, the call out will be made over the phone manually.
- 5) All manual calls must be recorded in a logbook. The logbook will show;
 - 6) the time and date of the call;
 - 7) the employee being called;
 - 8) the shift they are being offered;
 - 9) whether the employee accepts, or refuses, or does not respond to call;
 - 10) the initials of the staffing person calling;
 - 11) the Employer will provide a list of acronyms to be used in recording the logbook.
- 12) The staffing person will only call the one number that has been provided by the casual employee.

7) Job Share

(1) Definitions

- (i) *"Job Sharing"* means a voluntary work assignment in which two regular employees adjust the number of hours they work by written agreement to share the responsibility for one full-time regular position.
- (ii) *"Job Sharing Proposal"* means a document, initiated by two regular employees, which outlines their request to become part-time regular employees and recommends how the duties of a position previously performed by one regular full-time employee can be divided to accommodate their request.
- (iii) *"Job Sharing Arrangement"* means where two part-time employees perform the duties of a position previously performed by one full-time employee.
- (iv) *"Partners"* means regular employees participating in a job-sharing arrangement.

b) Criteria

Job sharing proposals may be considered where:

One of the partners (the original incumbent) proposing the job-sharing arrangement already occupies the regular full-time position under consideration and has completed the probationary period, except where mutually agreed by the Union and the Employer.

The second partner must have completed the probationary period and must be in the same job classification. Except where mutually agreed by the Union and the Employer, both partners must be performing their current positions satisfactorily.

c) Approval to submit a Job-Sharing Proposal

Prior to submitting a Job-Sharing Proposal, the partners must obtain Employer approval that the position in question is one appropriate for Job Sharing. Following written confirmation that the position is appropriate, the parties will proceed as outlined below.

d) Procedures for Job Sharing Proposals

Proposals for job sharing arrangements will be forwarded to the Employer. Job sharing proposals shall include the following information:

- A written statement designed by both partners requested part-time employment in order to job share as outlined in this proposal;
- A description of the arrangements the partners will make to share necessary information with each other;
- The proposed start date for the job sharing arrangement;
- The proposed work schedule for the job-sharing arrangement.

e) Procedures for Approval of Job-Sharing Proposals

Approval of the job-sharing arrangement is at the discretion of the Employer. The job-sharing proposal will be reviewed, and a copy of the Employer's decision will be sent to the Union. Any objections to the decision must be referred to the Labour Management Committee within 15 days for discussion and attempted resolution. The parties agree that pursuant to Article 8.4, the Labour Management Committee is the final avenue for appeal of a denied job-sharing proposal. If approved, the job-sharing arrangement will be confirmed in writing by appointing the job-sharing partners as regular part-time employees. Appointment is subject to the applicable collective agreement provisions. Acceptance of the appointment by the partners must be in writing. The appointment letter shall indicate that the employee's hours may be temporarily increased up to full-time, if required and with as much notice as possible, to cover the other partner's absence of one week or greater.

f) Terms and Conditions

Job sharing arrangements will not result in increased cost to the Employer beyond that incurred by any overlap in hours of work. Benefits, wage increments, seniority, vacations and statutory holidays for job sharing partners will be paid on a pro rata basis per job sharing partner.

g) Procedures for Termination of Job-Sharing Arrangements

- (i) The Employer may, upon 30 days' notice, terminate a job-sharing arrangement. Notification of the termination will be given to the job-sharing partners and the BCGEU Staff Representative.

The position shall be offered to the original incumbent. The onus is on the second partner to seek alternate employment. Should the original incumbent decline the offer of the full-time position, the onus is on that employee to seek alternate

employment. The position will then revert to full-time regular status and be posted as per Article 24 of the collective agreement.

- (ii) Either job sharing applicant may, upon 30 days' notice, terminate a job-sharing arrangement. Notification of the termination will be given to the Employer and the BCGEU Staff Representative.

The position shall be offered to the original incumbent. The onus is on the second partner to seek alternate employment. Should the original incumbent decline the offer of the full-time position; the onus is on that employee to seek alternate employment. The position will then revert to full-time regular status and be posted as per Article 24 of the collective agreement.

- (iii) In the event that one of the job-sharing partners resigns, the other job-sharing partner, subject to satisfactory performance, will be offered the position on a full-time basis. Job sharing partners must provide the Employer two weeks' written notice of resignation. If the remaining job-sharing partner declines the full-time position, he/she will revert to full-time and be provided 60 days to propose and finalize another job share arrangement. The onus is on the employee to seek alternate employment if she declines the offer of a full-time position or if she is unable to obtain an approved job-sharing arrangement. In that case, the position will revert to full-time status and be posted in accordance with Article 24 of the collective agreement.
- (iv) The parties agree that decisions to terminate a job-sharing arrangement are not grievable.

(v) **Client Vacations and Out of Town Assignments**

An overnight field trip is any situation in which an employee or group of employees is away from their normal work location overnight with people who are in the care or custody of the Employer.

The Employer and the Union agree that when employees choose to participate in overnight field trips at the request of the Employer, the employees will be compensated sixteen (16) hours at the straight time rate for each twenty-four (24) hour period or portion thereof, away from the regular worksite.

The compensation will be divided between pay and compensatory time off (CTO) according to the following formula:

(a) an employee will receive pay for at least their normal shift length and for not less than eight (8) hours at their straight time rate,

(b) an employee will receive CTO for any compensated time remaining to bring the total to sixteen (16) straight time hours.

CTO hours will be scheduled by mutual agreement between the employee and the Employer and not be unreasonably denied.

(c) No employee will experience a loss of pay due to client vacation(s).

(d) There shall be no out of pocket expenses for the employee(s).

All field trips are optional to each employee. No employee who opts out of an overnight field trip will experience a change in working conditions to which they have not given consent.

Excluding out of town assignments during regular hours of work.


8) School Based or Seasonal Program Employees

N/A

SIGNED ON BEHALF OF
THE UNION:


Michelle Webster
Staff Representative

SIGNED ON BEHALF OF THE EMPLOYER AND
CSSEA:


Laurie Hannah
Executive Director


Jill McQuaid
Housing Manager


Joanna May
CSSEA Representative

Nov 15, 2024
Date

