

**MEMORANDUM OF AGREEMENT
LOCAL ISSUES ADDENDUM**

*Between
B.C. General Employees' Union And
Fort St. John Association for Community Living Represented by
the
Community Social Services Employers' Association of (CSSEA)*

Re: Local Issues

In accordance with the provisions of Memorandum of Agreement number one (1) re: Local Issues appended to the CSSEA and CSSBA Collective Agreement the Parties agree to the following issues:

1. Article 14.2 – Hours of Work

- (a) The hours of work for a full-time employee shall be an average of thirty-seven and a half (37.5) to forty (40) hours per week.
- (b) Current regularly scheduled shifts of less than 4 hours: N/A
- (c) Current 24-hour live-in shifts: N/A

2. Definition of “Programme/Worksite”

13.3	Layoff	Programme will apply
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

Definition for “Programme” – means the receipt of funds to provide a specific service delivery function for clients.

“Worksite” – means the physical worksite of the programmes.

Program	Address
Careers	10251 – 100 Ave, Fort St. John, BC V1J 1Y8
Community Connections	10251 – 100 Ave, Fort St. John, BC V1J 1Y8
A-Street	8704-92 A Street, Fort St. John, BC V1J 3J6
Dee Jays	10703 – 104 Ave, Fort St. John, BC V1J 2L2
Four Plex	10519 – 102 Ave, Fort St. John, BC V1J 2E7
Home Share Coordinator	10251 – 100 Ave, Fort St. John, BC V1J 1Y8
Tenth Ave	9132 – 110 Ave, Fort St. John, BC V1J 6J1
116 th	8936 – 116 Ave, Fort St. John, BC V1J 6H8
Supported Independent Living	9904 104 Ave, Fort St. John, BC V1J 2K3
Main Office	9904 104 Ave, Fort St. John, BC V1J 2K3

3. Client Vacations and Out of Town Day Trips with Clients

- (a) An employee may accompany a client on an out-of-town assignment or client vacation on a voluntary basis. The out-of-town assignment or client vacation will be offered based on assignment requirements and seniority on the following basis within the program: full-time employees, part-time employees, and casual employees.
- (b) No employee will suffer a loss of wages for declining the assignment or client vacation. 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.
- (c) For each 24-hour period or part of, the employee will receive 16 hours pay, the employee may choose to receive 8 hours pay and 8 hours lieu instead. The lieu day will be mutually scheduled within 6 months of accrual.
- (d) Those employees who opt out of client vacations and out-of-town assignments shall not lose their pay and shall continue to work at their worksite/program. If the worksite/program is closed, the employees will be redeployed to another worksite/program with no loss of hours or pay.
- (e) The Employer shall pay all reasonable pre-approved expenses such as transportation, accommodation, meals, mileage where applicable, as per Article 26 and will apply to casual staff. Travel advances will be as per Article 26.11 (Travel Advance).
- (f) 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.

4. Article 30.3 – Casual Call-in Procedures

a. Availability:

- i. Casual employees will provide their availability by the 1st Wednesday of each month for the following calendar month.
- ii. Casual employees may change their availability without penalty, prior to accepting a shift, by contacting the Employer by the 15th of the month with any change inavailability. Once the shifts are set, they shall be final.

b. Minimum Availability:

- i. A minimum of three (3) calendar days per week;
- ii. Casuals will be available during the peak periods of July 1st to September 7th, and through either Christmas or New Year's holiday period;
- iii. Casuals available for shifts in residential homes must be available for a shift Saturday and Sunday of the same weekend on alternating weeks;
- iv. If a casual employee does not availability by the 1st Wednesday of each month, they will be placed at the bottom of the call-out list until the next scheduling period.

c. Shift Assignment:

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.

- i. All casuals will be listed by classification, in order of seniority on one (1) “call-in” list.
- ii. Casual employees are expected to work in any site/shift assigned.
- iii. Casuals will be contacted by scheduling on or prior to the 20th of each month with pre-booked shifts for the following month.
- iv. Casuals who refuse three (3) consecutive shifts for which they have stated their availability for, for reasons other than injury, illness, serious family emergency, union leave, jury duty, or other unusual circumstances in a period of three (3) months, they will be placed at the bottom of the casual list for a three-month period starting from the date of the third (3rd) refusal.
- v. Casuals refusing a shift without having two (2) hours’ notice will not be considered a refusal to work.
- vi. If a casual employee fails to work any shift in a three-month period, a manager will request a meeting within seven (7) days to discuss the employee's availability. If the employee does not meet with the manager after they have received notification of the meeting and if the employee cannot demonstrate bona fide reason(s) for not working during the three-month period, the casual employee will be notified via email that they have been removed from the casual list and their employment will end. The employee will have ten (10) days to respond to the Employer's email with bona fide reason(s). Bona fide reasons include reasons of injury, illness, dependent care, or serious family emergency.
- vii. It is the obligation of the casual to inform the caller if accepting a shift will put them into overtime.

5. Split Shifts: Not applicable. There will be no split shifts.

6. School Based or Seasonal Program Employees: Not applicable.

7. Special Project Employees

(a) A “special project employee” is an employee hired for a specified period for special projects, including an employee hired under the auspices of a federal or provincial special employment program. Where the Employer wishes to employ a special project employee, it will provide details of the proposed arrangement to the Union. A special project employee may only be utilized by mutual written agreement of the Employer and the Union.

(b) A special project employee may be employed for an initial period not exceeding six months, except as the parties may mutually agree otherwise. The parties may mutually agree to extend a special project employee by a further period not exceeding six months to a total combined initial and extended period of employment not exceeding 12 months. If the Employer wishes to continue the special project beyond 12 months, then the position will be posted.

(c) A special project employee will be considered a casual employee under the collective agreement. All applicable provisions of the collective agreement will apply, including the

percentage paid in lieu of paid holidays and scheduled vacation, and union membership as a condition of employment.

(d) 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.

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

SIGNED ON BEHALF OF THE UNION:

DocuSigned by:

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Local Bargaining Committee Representative
Melody Carleton

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BCB846AE3A64478...


Union Bargaining Representative
Tennille Penner

SIGNED ON BEHALF OF CSSEA:

DocuSigned by:

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Employer Representative
Jordan Soggie

Signed by:

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CSSEA Representative
Andy Lee

December 23, 2024

Dated this ____ day of _____, 2024

