

**MEMORANDUM OF AGREEMENT
RE: LOCAL ISSUES ADDENDUM**

In Effect Until Local Issues are Renewed

between
B.C. General Employees' Union
and
Pacific Coast Children's Resources Inc. (PCCRI)
represented by the
Community Social Services Employers' Association (CSSEA)

1. **Hours of Work Article 14.2(a)**: Current regular hours of work are 40 hours per week

2. **List of all current programs and list of all worksites with addresses:**

(a) As of the date of this Agreement, below is the list of all current programmes and list of all worksites with addresses:

Programme	Worksite	Address of Worksite
Staffed Homes	McPhedran Home	520 South McPhedran Road
	Cordero Home	962 Cordero Crescent,
	Shelbourne Home	818 Shelbourne Boulevard,
	Wentworth Home	2748 Wentworth Road,
	Ohana Home	2750 Wentworth Road, Courtenay
	Miracle Home	Miracle House, 1935 Miracle Beach Drive, Black Creek
	Emmerson Home	2454 Emmerson Road, Black Creek,
	Boomer Home	1891 Thatcher Road, Nanaimo
	Embarcadero Home	Embarcadero, 38 Embarcadero Place, Nanaimo
	Peterson Home	990 Peterson, Campbell River

(b) The following collective agreement provisions apply as follows:

(i)	14.2(e)	Additional Hours	Worksite shall apply
(ii)	16.4	Sharing of Overtime	Worksite shall apply
(iii)	18.2	Vacation Preference	Worksite shall apply
(iv)	24.1(c)	Job Postings	Worksite shall apply

3. **Article 30.3 Casual Call-In Procedure:**

3.1 Minimum Availability

(a) Casual/on call employees must be available to work:

- (i) A minimum of twelve (12) shifts per month. Shifts are defined as Days, Afternoons and Nights.

- (ii) Casual employees are expected to be available for all statutory holidays. If casual employees wish to be unavailable for any statutory holidays they will provide the Employer with 3 months' notice.
- (iii) Casual/on call employers may request ten (10) days of non-availability. Such requests will not be unreasonably denied but will be contingent upon operational requirements.

3.2 Shift Scheduling

- (a) Casual employees will be scheduled at a worksite, orientated and report directly to the manager of that home. Casual employees may be scheduled to more than one worksite or programme.
- (b) Shifts will be scheduled on the following basis:
 - (i) All casual employees will be listed in order of seniority at each worksite where they are qualified and scheduled by the Employer to work.
 - (ii) All casual employees must complete and submit an "Availability Form" by the 1st of each month for the following calendar month.
 - (iii) Availability forms state only those shifts that the employees is **NOT** available to work will be entered on the form and in the manner indicated; i.e., D=days, A = afternoons, N = nights.
 - (iv) Each worksite may have a slightly different start/stop times for the shifts. If an employee does not complete and submit a form to each worksite they work at by the 1st of the preceding month, they will be considered unavailable to work all shifts for the month. Monthly rosters will be posted by the 15th of the preceding month with each available shift assigned by seniority. Every casual employee is responsible to report to work for their scheduled hours of work assigned to them for the new roster.
 - (v) Block bookings, i.e., two or more consecutive shifts required within the same hours will be offered to the most senior employee available to work the block of shifts.

3.3 Employee Responsibility

- (a) Casual employees are responsible to:
 - (i) Be aware of their scheduled hours of work.
 - (ii) Ensure that their scheduled hours of work do not exceed forty (40) hours per week, if the employee fills shifts at more than one home.
 - (iii) Keep the manager informed of changes in availability.
 - (iv) Change their availability in writing to the program manager.
 - (v) Inform the manager(s) when they are booked at other worksite in the organization. On occasion, the employee may be unavailable for emergency or short notice shifts due to commitments to other work. It is expected that each manager be notified as soon as possible when an employee is booked to work at another worksite.

3.4 Call-In procedure:

- (a) Shift scheduling will be as follows:

- (i) Shifts that need to be filled within twelve (12) hours will be filled in order of seniority with the manager moving down the list until the shift is filled.
 - (ii) Shifts that need to be filled within thirteen (13) to (48) hours will be made in order of seniority with a five (5) minute wait between calls to the next employee.
 - (iii) Shifts that need to be filled within forty-nine (49) or more hours will be made in the order of seniority allowing the employee one (1) hour to respond.
- (b) All shifts will be filled based on seniority and availability indicated on a completed availability form.

3.5 Declines/Refusals

- (a) When a casual/on call employee:
- (i) Does not submit their availability form for three (3) consecutive months, or/and
 - (ii) Consistently refuses/declines shifts for shifts for which they have indicated they are available, without a valid reason, (i.e. illness or approved leaves)
- (b) The manager will notify the employee and request a meeting to discuss availability and/or refusals/declines within seven (7) days. If the employee does not meet with the manager after they have received notification, the Employer will send them a registered letter informing the employee that they have not met with the Employer and they will be considered to have abandoned their position. The employee will be afforded the opportunity within 10 days of them receiving the letter to rebut the Employer's claim and demonstrate there was reasonable cause for not providing availability forms or declining/refusing work.

4. Client Vacations and Out of Town Assignments:

- 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 in seniority order on the following basis within the worksite: full-time employees, then part-time employees, and then 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) 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 Articles 14 (Hours of Work) and 16 (Overtime) of the collective agreement.
- d) Clients Vacation: For each 24-hour period or part of, the employee will receive 16 hours' pay, or the employee may choose to receive eight hours' pay and eight hours' paid time off in lieu instead. The lieu day will be mutually scheduled within six months of accrual.
- e) Those employees who opt out of client vacations and out-of-town assignments will not lose their pay and will continue to work at their worksite.
- f) The Employer will pay, where applicable, all reasonable pre-approved expenses such as

transportation, accommodation, meals, and mileage, as per Article 26 (Payment of Wages and Allowances) including for a casual employee. Travel advances, including for a casual employee, will be as per Clause 26.11 (Travel Advance).

- g) In the event of staff or client emergency, it will be the responsibility of the Employer to arrange to transport the staff and/or client from the out-of-town assignment or vacation site and supply necessary replacement staff, if required.

5. School Based or Seasonal Program: Are not applicable to this local issues agreement.

6. Special Project Positions: Are not applicable to this local issues agreement.

7. Job Sharing:

Job Sharing proposals will be considered by the Employer. Employees are required to submit a Job Share proposal to the Employer for approval. The Employer and the Union shall meet to review the proposal. Job Share proposals shall not be unreasonably denied and shall not incur any extra costs for the Employer.

8. Split Shifts Article 15.4 (b): Are not applicable to these local issues agreement.

9. Student Employment and Work Experience: Are not applicable to this local issues agreement.

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

Signed by:



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Fred Cummings

HR/LR Consultant, CSSEA

December 10, 2024

Dated: _____