

**MEMORANDUM OF AGREEMENT
LOCAL ISSUES ADDENDUM**

Between

B.C. General Employee's Union (BCGEU)

and

AiMHi - Prince George Association for Community Living

represented by the

Community Social Services Employers' Association (CSSEA)

In accordance with the provision of Memorandum of Agreement #1, Re Local Issues appended to the Community Living Collective Agreement between CSSEA and CSSBA (the "Collective Agreement"), the parties agree to the following local issues:

1. 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 as a permanent position.
- (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.
- (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.

2. Definition of "Programme/Worksite"

14.2(e)(2)	Additional Hours	Programme/Worksite will apply
14.4(b)	Meal Periods	Programme/Worksite will apply
16.4	Sharing of Overtime	Programme/Worksite will apply
18.2(a)	Vacation Preference	Programme/Worksite will apply
24.1(c)	Job Postings	Programme/Worksite will apply

3. Article 14.2 - Hours of Work

- (a) The hours of work for each full-time employee, exclusive of meal periods taken away from the work station, worksite or program shall be thirty to forty hours per week and shall not exceed ten hours per day.
- (b) For the purpose of overtime, overtime shall apply on hours worked in excess of *the normal daily full shift hours* (i.e. 8 to 10 hours) as outlined in Clause 14.2 (Hours of Work).
- (c) Full-time employees regularly scheduled less than the maximum hours of work shall receive benefits, (including but not limited to paid holidays, annual vacation, and other paid and unpaid leave), excluding Article 27 - Health & Welfare Benefits, on a prorated basis.

4. Article 30.3 - Casual Call-In Procedures

- (a) Qualified employees will be called in order of seniority as per Article 14.2(e) to have their shifts assigned to them.
- (b) All casuals will be listed in order of seniority on one "call-in" list that is updated weekly.
- (c) Restricted or limited availability shall be pre-approved. Restricted or limited availability shall be when the casual employee has limited their availability in any manner. Restricted or limited availability shall be considered to exist when a casual has been hired under a restricted availability condition or has been hired and then requested limited availability status and it has subsequently been approved. No request for limited availability will be unreasonably withheld. Once considered restricted or limited availability a casual must inform the Employer in writing of their availability for the coming month no less than fifteen days prior to the commencement of the month.
- (d) Advanced shifts required to be filled will be assigned each week in Comvida. The employer will contact casual employees directly regarding any changes made to their advanced shift schedule.
- (e) A casual not accepting a shift that falls within their availability will be considered not available for any shift that day and will not be called for any other shift on that day.
 - (1) Exception will be made when an emergency situation does not allow a casual to work a shift they were previously available to work.
- (f) The casual employee is responsible for:
 - (1) reporting directly to the casual supervisor;
 - (2) supplying the Employer with at least one and up to three contact phone numbers;
 - (3) being available to work up to forty hours per week unless limited availability has been pre-approved as described above;
 - (4) being aware of their scheduled hours of work once they are assigned;
 - (5) showing up on time for scheduled shifts once they are assigned;

- (6) calling the work site supervisor at least two hours before the start of the shift if they cannot make a scheduled shift because of illness or as soon as possible in case of an emergency;
- (7) fulfilling scheduled shifts once they are assigned under the same obligations as regular Employees.

Call-In Procedure

- (a) Call qualified employees in the order they are listed on the call-in list to assign their shifts.
- (b) If there are less than two hours before the shift you are calling for commences:
 - (1) If there is voicemail, leave a message that you called for a short notice shift and that you will call the next person on the list;
 - (2) if there is no answer or if it is busy, call the next person on the list.
- (c) If there are more than two but less than twenty-four hours before the shift you are calling for commences:
 - (1) If there is voicemail, leave a message that you will call back in five minutes;
 - (2) if there is no answer or if it is busy, wait five minutes;
 - (3) call same employee again;
 - (4) if there is still no answer or it is still busy, call the next person on the list.
- (d) If there are more than twenty-four hours before the shift you are calling for commences, give the called casual two hours to respond to your message.
- (e) Records of all calls must be kept in accordance with Article 30.3(b).
- (f) Record shifts once they are assigned on the master schedule.

All shifts should be filled at regular hours at first try, then a combination of regular and overtime hours, and then by overtime hours.

5. **30.9 - Use of Technology:** The Employer currently manages an electronic scheduling and call-in system.
6. **30.11 - Minimum Availability:** Shall be in accordance with the collective agreement language.
7. **Client Vacation and Out of Town Assignments:**

For persons supported vacations and other out-of-town assignments which have been approved by the Employer, staff shall be remunerated for trips lasting more than twelve consecutive hours, including overnight trips, on the following basis:

- (a) Twelve hours pay at straight-time for each twenty-four hours of the trips.
- (b) Plus one paid day off at the regular eight hours per day rate for each week of the trip, in lieu of the extra time. The lieu day is to be scheduled at a mutually acceptable time within the following three months.

The Employer agrees to pay all reasonable and approved expenses incurred by staff engaged in these assignments, e.g., transportation, meals, accommodation, etc.

8. **School Based or Seasonal Program Employees:** Not applicable

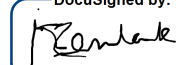
9. **Split Shifts:** Not applicable. There will be no split shifts.

SIGNED ON BEHALF OF THE UNION:

Signed by:

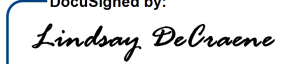
299C62BD53AA474...
Local Bargaining Committee Representative
Lynne van Roode

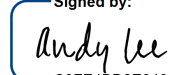
SIGNED ON BEHALF OF CSSEA:

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Employer Representative
Kris Zemplak, Chief Human Resource Officer

Signed by:

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Local Bargaining Committee Representative
Rebecca Palmetter-Westlake

DocuSigned by:

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Union Bargaining Representative
Lindsay DeCraene

Signed by:

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CSSEA Representative
Andy Lee

Dated this 5th day of December, 2024