

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

In Effect Until Local Issues are Renewed

between

B.C. General Employees' Union

and

Individual Pursuits

represented by the

Community Social Services Employers' Association (CSSEA)

1. Hours of Work:

a) **Article 14.2(a)** - Current regular hours of work are:

- i. The overnight shift is paid at hours worked minus two and one-half (2 ½) hours. Staff are allowed to sleep during this shift. If the staff are unable to sleep due to client needs, they will be paid at full regular rate.
- ii. There will be twenty-four (24) pay periods per year, with paydays falling on the fifteenth (15th) and last day of each month. Time sheets are handed in a minimum of three (3) days before each pay period. Employees are paid to the last day of work (if you worked on the fifteenth [15th] you will be paid for that shift on the 15th). Staff doing last minute changes need to notify administration immediately.
- iii. Full-time equivalents are based on forty (40) hours per week, averaged over two (2) consecutive pay periods (a maximum of one hundred seventy-three [173] hours, based on twenty-four [24] pay periods per year as per item b, above).

b) **Article 14.2(b)(4)** - Current regularly scheduled shifts of less than four hours are: n/a

c) **Article 14.2(f)** - Current 24-hour live-in shifts (*with Ministry/CLBC service contract end date*) are: n/a

d) **Article 14.2(g)** – Employees will have the option to accept voluntary shifts of up to sixteen (16) hours by consecutively working two (2) shifts of up to eight (8) hours each that are prescheduled fourteen (14) days in advance. Article 14.2 (a) above applies. Overtime applies to employees working more than forty (40) hours per week, averaged over two (2) consecutive pay periods. Sixteen (16) hour shifts will not be scheduled to circumvent daily overtime.

2. List of all worksites with addresses:

| Program | Address of Worksite |
|-------------------|----------------------------|
| Day Program | 400 Craigflower |
| Rosco Group Home | 940 Fullerton |
| Oxford Group Home | 1244 Oxford St. |

3. Client Vacation and Out of Town Assignments (agreement on standard provision):

- a) Staff who have regularly scheduled shifts which coincide with the shifts to be covered during the vacation will have the first opportunity to sign up for those shifts. The remaining shifts will be offered to qualified (trained) employees by seniority.
- b) A client vacation or out of town assignment that does not require an overnight stay will be compensated at the employees' applicable rate of pay.
- c) A client vacation or out of town assignment which forces the employee to stay overnight while not on shift will be compensated at the rate of sixteen (16) hours of an employee's regular hourly rate for each twenty-four (24) hour period or part of a twenty-four (24) hour period. The employee may choose to take eight (8) hours of pay and eight (8) hours of paid lieu time.
- d) An employee who does not participate in a client vacation or out of town assignment will not suffer a loss of their regular work or pay. An auxiliary employee who elects not to accompany a client on a vacation or to attend an out of town assignment will not be penalized.
- e) The Employer will pay all reasonable expenses incurred by an employee on a client vacation or out of town assignment. The advance will be based on the reimbursement rates in Article 26 and the cost of accommodation if it is needed.
- f) In the event of an emergency involving the employee or a client the Employer will be responsible for arranging and paying for transportation home and, if necessary, replacement staff.

4. Article 15.4(b) Split Shifts (current regularly scheduled split shifts are, identify with end date of service contract): n/a**5. Article 30.3** The casual call-in procedure is:

- a) The Employer will offer casual hours to the senior employee who is available to perform the work available, provided that the employee has the qualifications and ability to perform the work.
- b) Casual employees will provide a schedule of availability to the Employer. It is the responsibility of the employee to notify the Employer if there are changes to the employee's availability.
- c) Casual employees will be available for at least six (6) shifts per month.
- d) It is the responsibility of the employee to inform the scheduler if accepting a shift will put them into overtime {see Article 1 (d)}. All overtime must be approved by a manager prior to starting the shift.
- e) During the peak period from December 15th through January 7th, casual employees must be available for at least eight (8) shifts.
- f) Casual employees will be available for at least two (2) of the following four (4) days: Christmas Day, Boxing Day, New Year's Eve and New Year's Day. The Employer will assign only one of the days to an employee unless an operational emergency arises. Casual employees will notify the Employer of their availability before November 5th each year.

- g) During peak periods from June 15th through September 15th casual employees must be available for an average of twelve (12) shifts per month.
- h) Casual employees may request a period of unavailability for two (2) weeks during June 15th to September 15th.
- i) The call-in procedure will consist of a text message sent to all employees, or for employees who cannot receive a text message, an alternate form of communication as mutually agreed to by the Employer and the Employee.
- j) Shifts that need to be filled within less than twelve (12) hours will be filled in order of seniority with a 15-minute time period for responses. After fifteen minutes, if no qualified employee has responded, the shift will be filled on a first come, first served basis.
- k) Shifts that need to be filled between twelve (12) hours and less than forty-eight (48) hours from the time of call out will be filled in order of seniority with a one (1) hour time period for responses. If, after one (1) hour, no qualified employee has responded, the shift will be filled on a first come, first served basis.
- l) Shifts that need to be filled forty-eight (48) hours' or more from the time of call out will be filled in order of seniority with an eight (8) hour time period for responses. After eight (8) hours, if no qualified employee has responded, the shift will be filled on a first come, first served basis.
- m) At the discretion of the Employer, more response time can be allowed for employees to exercise their seniority rights regarding shift selection, if the shift to be filled is further away (i.e. weeks away). The Employer will inform all employees of the extended response time.
- n) It is understood that the casual employee will work regularly enough to satisfy the Employer's requirements with respect to maintaining an acceptable level of training and job performance. If the Employer does not feel that the employee has worked frequently enough to meet this standard, the Employer will work with the employee to develop a plan to address the issue.

6. School Based and Seasonal Programme Position: n/a

7. Special Project Positions: n/a

8. Student Employment and Work Experience Programs:

The language agreed to between CSSEA and the BCGEU (Letter of Understanding #4(1) re: Memorandum of Agreement #1 [re: Local Issues]) will be the recognized process.

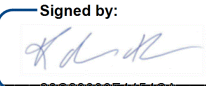
9. Job Sharing:

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

SIGNED ON BEHALF OF THE UNION:


Signed by:

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Claire Negrich
Steward

Signed by:

28C29006F4434CA...
Kathleen Mann
Staff Representative

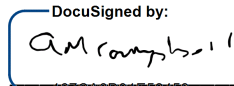
Dated: December 9, 2024

SIGNED ON BEHALF OF THE Employer:

DocuSigned by:

6A244FD33CD2429...
Sean Downey
Executive Director

DocuSigned by:

4DB110D1A3FF472...
Shawn Hart
Quality Service Manager

DocuSigned by:

167CA6D91E52453...
Signed on behalf of Courtenay McLachlan
CSSEA Representative