

**MEMORANDUM OF AGREEMENT #1**

**RE: LOCAL ISSUES ADDENDUM**

*between*

*B.C. Government and Service Employees' Union (BCGEU)*

*and*

*Burnaby Association for Community Inclusion*

*represented by the*

*Community Social Services Employers' Association of (CSSEA)*

**1. Article 2.1 - Special Project Employees**

In order to promote new employment, employees may be hired for special projects approved by the Union. Such employees shall be full members of the B.C. Government Employees' Union and will be entitled to all benefits outlined in the Collective Agreement, including wages specified in Appendix A.

It is agreed that no current employee shall be laid off as a result of the hiring of Special Project Employees.

The Employer agrees to deduct and submit Union dues to the Union on behalf of all Special Project Employees.

**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 normal full-time hours of work shall be thirty-seven and one-half (37½) hours per week, or equivalent average.

**4. Article 15.4 - Split Shifts**

Notwithstanding the provisions of Article 15.4, the Employer may utilize split shifts in school age child care programs.

**5. Article 26.2 - Paydays**

Employees shall be paid biweekly on every second Friday.

**6. Article 30.3 - Casual Call-In Procedures**

Casual employees will be orientated to work in specific worksites within Program Areas (day programs, group homes, child care centres) and Administration. Each employee shall be assigned to a Program Supervisor/Coordinator.

a) Casual employees will be called for available shifts in order of seniority within the Program Area, after regular part-time employees orientated to the program are offered the shifts.

- b) Casual employees seeking casual shifts must submit their availability, in writing, to their assigned Program Supervisor by the fifteenth (15<sup>th</sup>) of the month prior to the shifts being available (e.g. April 15<sup>th</sup> for shifts in May; May 15<sup>th</sup> for shifts in June).
- c) If a casual employee does not submit an availability form in writing to the Program Supervisor by the fifteenth (15<sup>th</sup>) day (as noted in (b)), the Program Supervisor is not obligated to call the casual or regular part-time employee for available shifts.
- d) If a casual or regular part-time employee submits their availability in writing to their Program Supervisor after the fifteenth (15<sup>th</sup>) day of the month, their seniority does not apply to the shifts already filled. However, the casual employee's seniority is applicable for the available shifts after the date they submit their availability form.
- e) If a casual employee does not submit their availability in writing, to their Program Supervisor for six consecutive months, they will receive a reminder to their work email address. In the event that an employee fails to submit their availability after this email reminder by another ten (10) days, the employer will request to meet with the employee to review their availability.
- f) Casual employees orientated to work in program areas that operate during daytime hours must be available for call in from 06:00 hours to 07:30 hours on the days they have submitted their availability for.
- g) Casual employees orientated to work in program areas that operate on a twenty-four (24) hour basis will be called for shifts as the shifts become available.
- h) Casual employees will be called for vacation and other leave coverage with as much notice as possible.
- i) If a shift needs to be covered immediately, the casual employees will be called as per seniority. If a casual is called and there is no answer, the Program Supervisor will immediately proceed to the next casual on the list. If a casual has a pager or answering machine, the Program Supervisor will leave a message and wait 5 minutes before proceeding to the next casual on the seniority list. The first casual that can be contacted will be offered the shift.
- j) If a shift becomes available with less than forty-eight (48) hours' notice, the casual employees will be called as per seniority. The Program Supervisor will wait fifteen (15) minutes for a response from the casual. If the casual does not reply after fifteen (15) minutes, the Program Supervisor will proceed down the list accordingly.
- k) If a shift becomes available with more than forty-eight (48) hours' notice, the casuals will be called as per seniority. The Program Supervisor will wait two (2) hours for a response from the casual contacted before proceeding to the next person on the list.
- l) A casual employee who refuses to work within their specified hours of availability as submitted on four (4) consecutive occasions shall drop to the bottom of the casual seniority list until the next casual seniority list is produced as per Article 30.2(a) – Seniority.

(1) A refusal for employees who work at worksites that normally operate during daytime hours is:

- (i) not being available during the call out period (06:00 – 07:30);
- (ii) refusing a shift during their identified availability.

(2) A refusal for employees who work at worksites that normally operate on a twenty-four (24) hour basis is:

- (i) after being contacted, refusing a shift during their identified availability

(3) Refusal of a shift for a valid reason (illness, dependent illness, already scheduled for a shift with the BACI etc.) will not be considered a refusal for the purpose of this Memorandum.

m) Changes to a casual employee's availability must be submitted in writing to their assigned Supervisor for approval.

n) The Employer shall maintain records of employees called for casual shifts.

## 7. Job Sharing

a) Job sharing is a voluntary work arrangement whereby the duties and responsibilities of one (1) full-time position may be shared in a manner that would accommodate two (2) employees. Any job sharing arrangements shall be in writing and signed by the employees and the Employer. The Parties agree that job sharing shall not result in additional cost to the Employer.

b) The Employer shall notify the Labour Management Committee in writing, thirty (30) days in advance of the implementation of any job sharing agreement. The Employer shall inform the Labour Management Committee of existing job sharing arrangements within the bargaining unit within sixty (60) days of the signing of this agreement.

c) The Employer agrees to notify each employee entering a job sharing agreement of how their rights and entitlements will be affected by entering the agreement.

d) Positions which become the subject of a job sharing program must remain in the Employer's staff complement as full-time positions in the workplace.

e) Employees entering a job sharing agreement shall continue to receive full credit for seniority as provided by Article 12 of the Collective Agreement.

f) Where a senior employee exercises his/her rights as provided for in Article 13 of the Collective Agreement then the following will apply:

- 1) Where the two (2) employees involved in the job sharing agreement are junior to the person exercising his/her rights under Article 13, then the senior employee shall be placed in the position.
- 2) Where the employee exercising his/her rights under Article 13 is junior to one (1) of the employees covered by the job sharing agreement, then the employee exercising his/her rights under Article 13 shall replace the junior employee.

- 3) Where an employee covered by this Memorandum of Agreement has been displaced pursuant to Article 13 of the Collective Agreement, he/she shall have the full rights as provided for under Article 13.
- g) The Employer and the Union agree that all job sharing agreements shall be in writing and must be agreed to by the employees involved. Upon ninety (90) days' notice, the employee shall be entitled to revert back to the shift he/she was working prior to entering the work sharing agreement. Where such a change will affect other employees' hours of work, the change shall not occur before the affected employee has been given ninety (90) days' notice.
- h)
  - 1) Employees party to this job sharing agreement shall be entitled to all Health and Welfare benefits outlined in Article 27 of the Collective Agreement.
  - 2) Sick Leave – To be prorated as per provided for in Article 19 of the Collective Agreement.
  - 3) Vacation entitlement to annual vacation on a prorated basis as provided for in Article 18 of the Collective Agreement.
- i) Except as otherwise noted in this Memorandum of Agreement all of the provisions of the Collective Agreement apply to employees covered under a job sharing agreement.
- j) If the Employer wishes to terminate the arrangement, the Employer will give reasons in writing and ninety (90) days' notice.

#### 8. Client Vacations and Out of Town Assignments

Out of town assignments that exceed the scheduled hours of work of the employee(s) and are not longer than a twenty-four (24) hour period will fall under Article 14 – Hours of Work and Article 16 – Overtime of the collective agreement.

*“Client vacations and out of town assignments”* are defined as individual/group camping, individual/group trips that involve employees working with a client and/or clients on a vacation outing that is longer than a twenty-four (24) hour period.

For client vacations and out of town assignments, the following conditions shall apply:

- a) Client vacations and out of town assignments will be on a voluntary basis only.
- b) Supervisors will present team proposals to the Manager for approval.
- c) Subject to employees having the training, familiarization, and compatibility with the particular client(s) so that care will be properly delivered, the client vacations and out of town assignments will be offered by seniority to interested employees.
- d) For clients not participating in the client vacation or out of town assignment, the remaining clients will be provided with adequate staff/client ratio levels.
- e) The Employer will pay all reasonable and approved expenses incurred by an employee on a client vacation or out-of-town assignment, including the cost of accommodation if it is

needed. The expenses will be based on the reimbursement rates in Article 26 – Payment of Wages and Allowances.

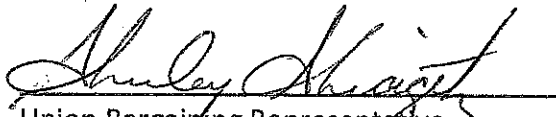
- f) Employees participating in a client vacation or out of town assignment will be compensated up to fifteen (15) hours pay at regular straight-time rates. Client vacations or out of town assignments for a duration of up to five (5) days and further days will be negotiated at the local level and/or Union representative.
- g) It is recognized that in certain cases staff ratios may be scheduled in an eight (8) hour shift schedule. In these instances, the Employer and the local Union representative will meet to agree on the shift scheduling arrangement.
- h) When client vacations or out of town assignments require staff participation beyond normal workdays, and employees choose not to participate in the event, alternatives will be offered so that employee does not suffer a loss of pay.
- i) Employees also have the option to take vacation, a leave, or be given temporary reassignment to another similar position for the duration of the client vacation or out of town assignment.
- j) In the event of an emergency, the responsibility will be borne by the Employer to transport staff to and from the vacation or out of town assignment site and supply necessary relief staff.

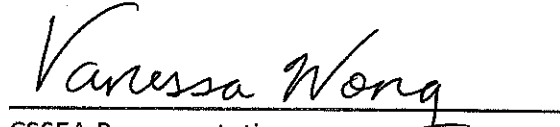
**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF EMPLOYER:**

  
 \_\_\_\_\_  
 Local Bargaining Committee Representative

  
 \_\_\_\_\_  
 Employer Representative

  
 \_\_\_\_\_  
 Union Bargaining Representative

  
 \_\_\_\_\_  
 CSSEA Representative

Dated this 11<sup>th</sup> day of March 2019.