

MEMORANDUM OF AGREEMENT #X

between

Community Social Services Employers' Association (CSSEA)

and

Community Social Services Bargaining Association of Unions

(CSSBA)

**RE: Local Issues: Thompson Community Services
(USOA)**

1. Paydays

- a) Employees shall be paid twice per month. Paycheques shall be deposited through direct deposited into the financial Institution of the employee's choice.

2. The following shall apply:

- Articles 13.3 (Layoff) "Kamloops area"
- 14.2 (e) (Additional Hours) "worksite"
- 14.4 (b) (Meal Periods) "worksite"
- 16.4 (Sharing of Overtime) "worksite"
- 18.2 (Vacation Preference) "Kamloops area"
- 24.1 (c) (Job Postings) "worksite"

The Kamloops location operates independently and is mutually exclusive to the Employer's other geographic locations.

3. 14.2 (a) Hours of Work

The hours of work of a regular full-time employee shall be forty (40) hours per week and 2080 annually.

4. 30.3 Casual Call-In Procedure

- d. Casual employees shall be available to work on an "as and when" needed basis, all shifts (days, afternoons, nights, statutory holidays and weekends) in all homes.
- e. Qualified casual employees shall be called in order of seniority. The Employer may, on occasion, be required to consider bona fide client care needs and job orientation of new employees when assigning shifts.

- f. Casual employees will be offered shifts on the basis of seniority. Casuals will be given as much notice as possible. In cases of emergency, the first available employee will be assigned.
- g. The employer will make every reasonable effort to contact casual employees for shifts as soon as the need is known to the Employer. All calls shall be recorded in log books showing the following:
 - 1) The shift to be filled;
 - 2) The name of the employees called;
 - 3) The date and time of the call(s);
 - 4) The final outcome of the call(s) (i.e. accept, decline, no response, busy, etc.);
 - 5) The signature of the caller;
- h. Once having accepted a shift, a casual employee has the same obligation to report for and complete that shift as would be expected of a regular employee.
- i. Once having accepted a shift, a casual employee will not be eligible for any other shift that conflicts with it, unless such subsequent call-in is for a duration of three (3) shifts or longer.
- j. A casual employee is allowed three (3) refusals every six (6) months. Upon third refusal, the employee would go to the bottom of the seniority list for call-in purposes only.
- k. Casual employees will not be marked as refusal when they:
 - 1) are on approved leave of absence;
 - 2) are on vacations (as per seniority and corresponding vacation entitlement article, but without pay);
 - 3) are involved in a serious household or domestic emergency or other act of god;
 - 4) family illness (child and/or dependent elder), medical certificate may be required;
 - 5) precluded from call-in for bona fide reasons.
- l. Regular paid hours for casuals shall not exceed eighty (80) hours in a paid period.
- m. The call-in procedure may be amended by mutual agreement to meet individual program preferences/needs.
- n. Upon notification to the Union, the Employer and the Union may negotiate at the local level variations of the call-in procedures, provided that what is negotiated does not conflict with the terms and conditions of the Collective Agreement.
- o. An on-call employee may, subject to operational requirements and client care needs, apply for leave without pay and without loss of seniority provided one (1) months' notice, in advance is given. Permission shall not be unreasonably withheld. Employees granted a leave of absence will not be contacted for available assignments.

5. Split Shifts

Regular employees may work split shifts up to the straight-time daily maximum hours. Each shift must be a maximum of four (4) hours. Split shifts may be refused without any penalty.

6. Client Vacations and out-of-Town Assignments

Employees participating in client vacations and out-of-town assignments shall receive their regular daily pay for each twenty-four (24) hour period.

Client vacations and out-of-town assignments shall be voluntary.

Employees who participate in a client vacation or out-of-town assignment may request an unpaid leave of absence equivalent to one (1) day for each twenty four (24) hour period on the client vacation or out-of-town assignment which would commence immediately upon return from the client vacation or out-of-town assignment.

