

## MEMORANDUM OF AGREEMENT # 1

between

*The United Steelworkers local 1-417 (Union)*

and

*Thompson Community Services (Employer) represented by Community Social Services  
Employers Association (CSSEA)*

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

1. Paydays

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

2. "Program or Worksite"

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. Overtime is applicable after 40 hours.

14.2 (g) Extended Hours Shifts

The Union and the Company agree all employees at Thompson Community services shall have the ability to extend their regular scheduled work day or pick up available extra shifts up to a maximum of twelve (12) hours per day and forty (40) hours per week at straight time. Employees are required to notify the office in writing of their desire to extend or pick up extra shifts up to the maximum as outlined.

Employees requested by the Company, due to unforeseen emergencies, to extend their regular scheduled shift, work additional shifts on a day of rest or are required by the Company to extend

their shift beyond twelve (12) hours or forty (40) hours per week will be paid at overtime rates, As per Article 16.5 of the Collective Agreement.

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 Programs unless otherwise agreed.
- 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. Qualified 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. This does not apply to extended hours offered beyond a casuals regular scheduled workday.
- 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 another 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. Overtime will be applied to hours worked in excess of forty (40) hours in a week.
- 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 12 hours 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 un-paid 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.

#### 7. Leaves of Absence

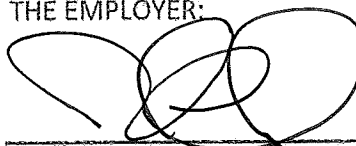
The Employer will notify Regular Employees a minimum of fourteen (14) days and Casual Employees a minimum of seven (7) days prior to date of leave. The Employer will not deny leave without a Bona Fide reason.

SIGNED ON BEHALF OF  
THE UNION:

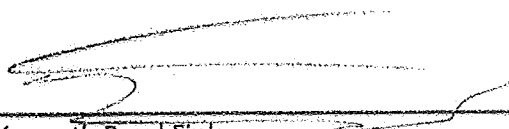


Tara Cavanagh  
Vice President USW 1-417

SIGNED ON BEHALF OF  
THE EMPLOYER:



Bob Cornish CEO  
Thompson Community Services



Kenneth Boyd Fink  
Unit Chair



Kristine DeMonte COO  
Thompson Community Services



Anne Campbell  
CSSEA

Dated this 18 day of March, 2019.