

Date: October 30, 2017
To: All BCGEU Members at Milieu Children and Families Services
Re: Casual Call-In Procedure

At a recent Labour Management Committee meeting, the issue of the Casual Call-In Procedure was raised. After some discussion it was agreed that it would be useful to refresh members' understanding of the casual call-in procedures. There is specific language in the Collective Agreement and the issues are addressed in the Local Issues Memorandum of Agreement.

- Employees being contacted for casual work/shifts will be contacted in a means consistent with Article 30.3 of the Collective Agreement and with the Memorandum of Agreement #1 re: Local Issues Addendum A, Article 30.3 – Casual Call-In Procedures. A copy is attached for your convenience.
- It is also important to note that the Calling Procedures outlined in Part 4 (c) of the Memorandum of Agreement outline specific steps the Employer must undertake when contacting employees. Please note there are differences in procedures depending on the time period in which the casual is required within. (See 4[c] [1], [2] and [3] for details.)
- Also discussed at the meeting is that an offer of work is a substantial aspect of the employer/employee relationship and as such should take place through appropriate means of communication. **Offers of casual hours will take place via phone calls rather than text messages.** Ensuring that a telephone call is the standard means of offering work to casual employee's serves both to ensure management is better able to correctly follow the provisions outlined in Part 4 (c), and that all members of the bargaining unit have equal opportunity to accept work based on seniority.
- A casual employee who refuses work on three occasions within a three-month period (the call-in period) will be placed on the bottom of the call-in list for the remainder of the call-in period. Three aspects of this are important to note:
 - This consequence is *mandatory* (i.e., "will be"). That is, the Employer cannot waive the placement to the bottom of the call-in list for some employees.
 - Placement at the bottom of the call-in list means that the employee will be the last person to be offered work, even if she has the greatest seniority.
 - The consequence applies only "for the remainder of the call-in period". The employee is placed back into her usual place in the call in order at the beginning of the next call-in period.
- It is important that members be aware that the collective agreement states in section 30.3(c)(5) that "*The staffing person is not obligated to call more than two (2) contact numbers per employee. Casual employees, who cannot be reached, where they have recorded themselves as available, will have that shift recorded as a refusal.*"

It is up to the member to ensure that the Employer has up to date contact information for an employee and is available to take the call, or phones back within the specified period of time.

- The Employer keeps a record of all calls offering casual work. (See Part 4 [c][4]). If you believe that you were not offered casual work and should have been offered the work, the Employer will refer to the records made at the time.
- Concerns were raised by the Union about employees answering calls from a manager while they are on shift and were reassured that an employee answering a telephone call from a manager would not attract discipline from the Employer.

If you have any questions after reading the Casual Call-In Procedure, feel free to consult with a BCGEU steward.

In solidarity

Ernie Gorrie
Staff Representative

EDG/ds
MoveUP
FA-572

Attachment