

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

In Effect Until Local Issues are Renewed

between

B.C. General Employees' Union

and

Valley Integration to Active Living Society (VITALS)

represented by the

Community Social Services Employers' Association (CSSEA)

1. **Article 14.2(a)** - Current regular hours of work are: 35-40 hour week.
2. **Article 14.2(b)** – N/A
3. List of all current programs and list of all worksites with addresses:

Program	Address of Worksite
Abbott House - Staffed Living	7109 Westholme St., Duncan
Westholme House - Staffed Living	7105 Westholme St., Duncan
Stamps House - Staffed Living	1918 Stamps St., Duncan
Marchmont House	739 Marchmont St., Duncan
Community Inclusion - Day Program (Duncan)	156 D Government St., Duncan
Community Inclusion – Day Program/Outreach (Courtenay)	1213 Thorpe Ave., Courtenay
Dogwood House - Staffed Living	353 Dogwood Place, Duncan
Peruzzo House - Staffed Living	3133 Golab Pl., Duncan
Thorpe House - Staffed Living	1213 Thorpe Ave., Courtenay

4. **Article 14.2(f), Article 14.9, Article 15.4(b)**, School based and Seasonal Program Positions, Out of Town Assignments/Client Vacation and Special Project Positions are not applicable to these local issues.
5. **Article 30.3 – Casual Call-In Procedures**
 - 5.1 Shift Assignment:
 - (a) Casual employees are responsible to be aware of their assigned shifts by reviewing ComVida Scheduling Program.
 - (b) Casual employees will be listed as per seniority and orientation for each residences or program.
 - (c) Casual employees must submit a Casual Availability Form by the 8th of each month, for the shifts the casual employee is able to work, for the following month.
 - (d) Casual employees are further assigned to work based on their seniority, total hours worked for all other shifts that become available during the following month, and the casual can decline to work.
 - (e) Casual employees are required to inform the PC2 or Scheduler if they have been offered a shift that would place them into overtime as per Article 16.1.

- (f) If a casual employee fails to submit their availability or does not work any shifts without a bona fide reason in a three consecutive month period, their employment may be terminated.
 - i. A casual employee shall be exempt from this requirement where the Employer has not offered the casual employee any work within their availability.
 - ii. A casual employee who is removed from the casual list as set out above will be notified by email and mail of their termination of employment following the expiration of the fixed 3-month period and will have 10 days to provide bona fide reason(s) for remaining on the casual list.

5.2 Shift Scheduling:

Shift scheduling will be made on the following basis:

- (a) For shifts that need to be filled within 24 hours, the PC2 or Casual Manager will allow employees 30 minutes to respond to the text notification. After 30 minutes the shift(s) will be awarded on the basis of seniority and orientation to the employee who has responded that they are available for the shift(s).
- (b) For shifts that need to be filled with 25 or more hours, the PC2 or Casual Manager will allow the employees one (1) hour to respond to the text notification before awarding the shift(s) as above (a).
- (c) The PC2 or Casual Manager may revert to the call system, in which the PC 2 or Casual Manager moves down the list in order of seniority until the shift(s) is filled, if the shift(s) needs to be filled in 1 hour or less.
- (d) The PC2 or Casual Manger on call is available between 9:00 pm and 6:00 am for emergencies only. An employee must make every effort to speak to a person, no messages or texts except in exceptional circumstances. If an employee is booked off with a medical note for more than one day ensure PC2 is notified.

5.3 Casual Availability

- (a) Casual employees (Staffed Living) must be available for minimum of 12 (twelve) shifts (am, afternoon, night) out of 21 (twenty-one) shifts per week and a minimum of 8 (eight) out of 12 (twelve) statutory holidays.
- (b) Casual employees (Day Program) must be available 3 (three) out of 5 (five) shifts per week.
- (c) Casual employees must be available for 1 (one) shift (am, afternoon, night) on each of 3 (three) out of 5 (five) of the following days: Christmas Eve, Christmas Day, Boxing Day, New Year's Eve and New Year's Day.
- (d) Casual employees must be available for a minimum of 1 (one) shift (am, afternoon, night) on 4 (four) weekend dates (Sat-Sun) per month.
- (e) Special circumstances will be considered. Casual employees must submit their request in writing to the Employer. Such requests shall not be unreasonably denied.
- (f) A casual employee who wants to be off during prime time vacation period (defined in Clause 18.12 – Prime Time Vacation Period), for two (2) days or more, must notify the Employer no later than the dates outlined in Clause 18.5(a) – Vacation Schedules.


6. Student Employment and Work Experience Programs:

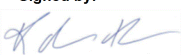
- (a) The Employer and the Union agree to short-term student employment and work experience programs.
- (b) The Employer will notify the Union of the position, and the beginning and ending dates.
- (c) The rate of pay and any benefits and hours of work will be agreed to by the Union and the Employer.
- (d) Employees in a student employment/work experience program working for a period of three months or less will not pay union dues but will be members of the Union.
- (e) The term of a student employment/work experience will not exceed five months.
- (f) All provisions of the collective agreement apply except for: Articles 12, 13, 14.5, 14.7, 17, 18, 19, 23, 27 & 31.

7. Job Sharing:

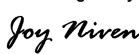
- (a) The Job Share applicant will propose in writing, their request to job share, with who, number of days per schedule to job share, cost share of benefits, including Health and Welfare, vacation, stat pay etc., and length of time of job share (one year) etc., and give the proposal in writing to the Executive Director.
- (b) On a case by case basis, the Employer, based on operational requirements, may agree to a specific Job Share arrangement.
- (c) To Job Share an employee MUST be in a full-time position, and the person who has the full-time position will maintain that position, if the job share arrangements end by the job share partner.
- (d) If the employee who owns the position resigns or terminates their employment, the job share partner will return to their previous status, and the position will be posted as per the Collective Agreement.
- (e) If a Job Share partner phones in sick, takes vacation and any other day off during the job share arrangement, the other job share partner will replace that person.

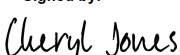
SIGNED ON BEHALF OF THE UNION:


Signed by:

 7B22453A7DA94A9...
 Ash Vomacka
 Shop Steward

Signed by:

 28C29006F4454CA...
 Kathleen Mann
 BCGEU Staff Representative

SIGNED ON BEHALF OF THE EMPLOYER AND CSSEA:

DocuSigned by:

 5B61E4412DAC452...
 Joy Niven
 Valley Integration to Active Living (VITALS)

Signed by:

 52A5DCC5D69E482...
 Cheryl Jones
 Valley Integration to Active Living (VITALS)

Signed by:

 8385DFA38064C4...
 Jessica Gill
 CSSEA Representative

November 25, 2024

Dated