

BCGEU and Vernon & District Association for Community Living

MEMORANDUM OF AGREEMENT #1**RE: LOCAL ISSUES ADDENDUM**

between
B.C. General Employees' Union (BCGEU)
and
Vernon & District Association for Community Living
represented by the
Community Social Services Employers' Association (CSSEA)

1. Definition of "Programme/Worksite"

13.3	Layoff	Worksite will apply
14.2(e)	Additional Hours	Worksite will apply
16.4	Sharing of Overtime	Worksite will apply for Extension of Shifts and for Call-In Shifts
18.2	Vacation Preference	Worksite will apply
24.1(c)	Job Posting	Programme will apply

"Programme" where programme refers to the Residential Programme/Day Programme/Vocational Programme.

"Worksite" refers to the physical location of each site.

Existing regular employees will be given the option to keep availability limited to a worksite.

2. Article 14.2(a) – Hours of Work

The annual hours of work of a full-time employee are greater than 1950 hours per year (37.5 hours per week) to a maximum of 2080 hours per year (40 hours per week).

3. Article 26.2 – Paydays

Employees shall be paid biweekly, specifically, every second Friday by direct deposit.

4. Article 30.3 – Casual Call-In Procedure**(a) Availability**

(1) Casual employees will be deemed available for all days and shifts unless they have updated the dates and times that they are unavailable. Employees are responsible to ensure their availability is accurate and updated as needed.

(2) Qualified employees who have indicated availability for casual work will be notified through ComVida and shall be offered work by seniority in the following order:

- (i) full-time (whose hours are less than the maximum allowable under Article 14.2(a);
- (ii) part-time;
- (iii) casual.

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(3) Only full-time and part-time staff who have indicated through ComVida that they are willing to work casual shifts will be called;

(4) Employees who indicate that they are available for additional hours and shifts will be made available for all hours/shifts. Employees must update their availability regularly to indicate dates and times that they are unavailable. Employees who have submitted specific unavailability will be bypassed in the scheduling process in accordance with their instructions.

(5) Qualified casual employees will be deemed available for all programs they have been trained in, unless otherwise approved by Human Resources.

(b) *Minimum Availability*

(1) The peak periods of April 15th to October 15th for a minimum of 15 out of 18 weeks and December 15th to January 4th;

(2) Eight out of 13 statutory holidays Including Christmas or New Years;

(3) Casuals can declare themselves unavailable for one weekend out of every four weeks.

(i) Casuals who cancel three shifts for which they have accepted and been scheduled, in a period of three calendar months, will be required to meet with Human Resources. Employees who have been scheduled for a shift must have a valid reason to cancel. Valid reasons are illness, injury, or serious family emergency. Where the reason for the cancellation is illness or injury, the Employer may request a doctor's certificate.

(ii) Casuals who have not worked any shifts for three months will be deemed to have resigned, unless they have specifically requested otherwise e.g. enrolled in school, on special leave, etc.

(iii) Employees must inform the employee, or designate, that accepting the work would place them in overtime.

(iv) Article 30.11 – Minimum Availability applies.

Rostering Consecutive Casual Shifts

(1) a "Block" is defined as "one or more regular rotations" - more than one week;

(2) a "Rotation" is defined as "one regularly scheduled shift set" - one week.

If the Employer is unable to fill a block as a whole, the employee with the most seniority will be offered their choice of a rotation of any of those shifts up to a maximum of hours that, together with their regular shifts, would comprise full-time hours and would not result in overtime.

When the employee with the most seniority has completed their choice, the employee next in seniority will be offered their choice of the remaining shifts up to a maximum of hours that, together with their regular shifts, would compromise full-time hours and would not result in overtime.

The process repeats down through the seniority list (full-time, part-time, casual) until all shifts are covered.

(c) *Call-Out Procedures*

All scheduling shall be completed and recorded on ComVida. A digital record of the scheduling will include the following:

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- the time and date of the call or text message;
- the employee being called or texted;
- the shift they are being offered;
- whether the employee accepted or declined or no response was received within allotted time;
- scheduler's name.

If internet access is not available, calls or text messages must then be recorded on hard copy call-in sheets in order of seniority and must include the above.

ComVida contact requires a phone number and employees must indicate their primary contact number to receive messages.

Employees are encouraged to respond to shifts offered as soon as possible as they could still be the first employee to respond and consequently accept offered shifts.

When an employee has refused to work a shift without an acceptable reason, they will be deemed unavailable to work at any other site that day.

Vacant shifts will be filled in order of seniority using the following procedure:

- (1) Qualified employees for whom accepting additional hours would not result in overtime or conflict with other regular scheduled shifts may bid on the shift using ComVida. Employees must respond to shift via ComVida contact. All responses (accept, decline, partial, no response) will be noted and the scheduler will award the shift to the employee with the most seniority and in order of full-time, part-time, casual.
- (2) If no employees are available in regular time, overtime will be offered and awarded as per local issues and to the employee who will incur the least amount of overtime for the shift.
- (3) In the event that no employees have bid on the shift using ComVida and the procedure noted above, schedulers may manually contact employees to fill shifts via text or phone call.
- (4) Schedulers will wait the minimum amount of time before awarding shifts to an employee, depending on the date of the shift being offered:
 - (i) Short notice shifts – 48 hours or less – scheduler will wait 10 minutes.
 - (ii) Average notice shifts – 48 hours to 14 days – scheduler will wait four hours.
 - (iii) Advanced notice shifts – 14 days or more – scheduler will wait 24 hours.
- (5) In the event of a dispute, the Union shall have access to the scheduling records and shall be entitled to make copies.
- (6) Employees must inform the supervisor or designate when the offered work hours will trigger overtime.

5. Client Vacation and Out-of-Town Assignments

- (a) Employees' participation on a client vacation is voluntary.
- (b) Subject to employees having the training and familiarization with the particular client(s) to ensure that client care needs are met, the assignments will be offered by seniority to interested employees in the client's program: Full-time employees, then part-time employees, and then casual employees.

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- (c) A regular employee who does not participate in a client vacation or out-of-town assignment will not suffer a loss of their regular work or pay and shall be offered alternate work.
- (d) A casual employee who elects not to accompany a client on a vacation or to attend an out-of-town assignment will not be penalized.
- (e) For each 24-hour period worked, the employee shall be paid eight hours pay at straight-time plus one eight-hour day in lieu to be scheduled within 60 days at a mutually agreed time.
- (f) The Employer will pay all reasonable pre-approved expenses as required by Article 26. This will apply to both regular and casual employees. Travel advances will be as per Article 26.11 (Travel Advance).
- (g) In the event of staff or client emergency, it will be the responsibility of the Employer to arrange the transport of staff and/or client from the vacation site and supply necessary replacement staff, if required.

6. Special Project Employees

This does not apply to the Employer.

7. School-Based or Seasonal Program Employees

This does not apply to the Employer.

SIGNED ON BEHALF OF THE UNION:

Signed by:

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 Mykola Zrazhevskyi
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 Representative


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Signed by:

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 Employer Representative

Signed by:

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 Kathryn Rogers
 CSSEA Representative

Dated this 18 day of November, 2024.