

Memorandum Of Agreement
Between
North Shore Disability Resource Centre
And
CUPE Local 1936

Re: Local Issues

The Parties agree to the following provisions in accordance with the Memorandum of Agreement
RE: Local Issues appended to the collective agreement:

Article 14.2 (a) Hours of Work (Article 17.02 – Hours of Work; Previous c.a.)

The normal hours of work for full-time employees shall be seven and (7) hours per day and an average of thirty-five and (35) hours per week, exclusive of meal periods. Regular employees may work hours in addition to the above scheduled up to forty (40) hours in a week, eight (8) hours in a day, and such hours shall be paid straight-time rates.

Program/Worksite

“Program” means all of NSDRC unionized worksites.

“Worksite” is the House or Building location used as the base of operations for employees and clients they support.

The application of Program or Worksite for those Articles identified below shall be as follows:

Article 13.3	Worksite
Article 14.2(e)(2)	Worksite
Article 14.4	Could be either
Article 16.4	Worksite
Article 18.2	Worksite
Article 24.1	Worksite

Client Vacations and Out of Town Assignments (Article 17.14; Previous c.a.)

Staffs who voluntarily accompanies clients on extended trips shall be compensated as follows:

The Employer shall pay a per diem wage rate based on fourteen (14) hours per day at regular rates for each twenty-four (24) hour period that the employees are involved in recreational programs or medical trips with people supported by the Employer and away from their homes.

Employees' shall have the option of banking six (6) of the fourteen (14) hours referred to above, this time shall be used by the employee to compensate for lieu days.

Time off on lieu days shall be subject to operational requirements.

Employees must notify the Employer of their desire to bank time prior to the commencement of the trip, failure to do so shall result in a payout of the hours.

Split Shifts (Letter of Understanding; Previous c.a.)

The parties agree to renew the Letter of Understanding re: Split Shifts that is appended to this MOA.

Article 26.2 – Paydays (Article 21.07 Paydays; Previous c.a.)

Employees shall be paid biweekly. This distribution shall be done in such a manner that the details of the pay cheque shall be confidential. If a pay day falls on a non-business day, cheques will be issued on the last working day before the regular pay day.

Article 30.3 – Casual Call in Procedure

Casual Call-in-List: List of employees developed by Program Manager with seniority and availability information, to determine calling order. The casual call-in-list is updated every two months. Unless delegated only the Program Manager is authorized to make changes to the Casual Call-in-List.

Casual Telephone Log: Documentation of efforts to contact appropriate casual employees for available vacant shifts.

Non-Availability: An employee is unavailable for shifts on days of shifts they have declared themselves available for the following reasons: working elsewhere for the NSDRC, offered shift puts them into an overtime status, illness of themselves or a family member, previous medical or dental appointment.

Non-Response: employee does not return calls to accept or decline casual hours offered within 24-hour period.

Refusals: employee directly turns down a shift they have declared themselves available for; employee declines to work shift(s) previously accepted for reasons other than illness of themselves or a family member. A shift declined within 6 hours of the shift being offered will not be considered as a refusal.

PROCEDURES:

1. During their regular hours of work, the Program Manager is responsible for calling in casual employees.
2. Please refer to the **Casual Call-in-List (see Casual Call-in-List Form 824A)**. Begin at the top of the list and proceed to the bottom. Ensure availability is appropriate.
3. If the casual employee refuses the shift or there is no answer (i.e. no machine or person answers), proceed to the next person on the list.
4. If an answering machine/device or a person other than the employee being called picks up the call, leave a message. Include day, date and time of shift and the time of the call. Request that the employee call back within **5 minutes** of the call. Wait **5 minutes** prior to calling the next person on the list.
5. If the casual employee's line is busy, wait **2 minutes** prior to calling them again. If the line is still busy or there is no answer, move onto the next person on the list.
6. When all efforts to find coverage for a vacant shift have been exhausted and filling a vacant shift will result in overtime, the employee making the calls must advise the Program Manager or On-Call Manager (during the weekend)
7. All calls are to be documented on a **Casual Telephone Log Form 824.0B**. One Casual Telephone Log Form is used for each shift that is being filled. Please see Forms Management for sample.

Article 12.1 Seniority (Article 14.01, Previous c.a.)


- (a) Seniority is defined as the length of service with the Employer as a regular employee and shall include service with the Employer prior to certification. Seniority shall operate on a bargaining unit wide basis.
- (b)
 - (1) Casual employees shall accrue seniority on an hourly basis for all hours worked.
 - (2) Upon achieving regular employee status, a casual employee shall have their hourly seniority converted to full-time equivalent days of work by dividing the total seniority by the regular workday. Regular employees who are returned to less than regular status shall receive full seniority credit for all hours worked.


- (3) The date arrived at the conclusion of all of the above calculations shall be deemed to be the employee's seniority date as a regular employee.

Dated this 16th day of March 2004 at Burnaby, BC.

SIGNED ON BEHALF OF
THE EMPLOYER

SIGNED ON BEHALF OF
THE UNION





LETTER OF UNDERSTANDING

between

N.S.D.R.C.A.

and

CUPE

Re: Split Shifts – Quinton Place

The Parties agree that Article 15.4 of this Agreement shall not apply to Quinton Place. The Parties further agree that the current practice, as it relates to split shifts at Quinton Place, shall be maintained. The Employer may cancel this letter if the need for split shifts at Quinton place is no longer necessary.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER
