

Memorandum of Agreement
Between
Richmond Society for Community Living
And
CUPE Local 1936 - 15

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)

The hours of work for a regular full-time employee shall not be greater than seven and one-half (7.5) hours per day and thirty-seven and one-half (37.5) hours per week and not less than seven (7) hours per day and thirty-five (35) hours per week, consistent with the established past practice, unless otherwise mutually agreed between the Employer and the Union.

Overnight Awake Employees (Article 17.02 (b); previous Collective Agreement)

Will work seventy eight(78) hours during each two(2) week rotation, but shall receive pay for eighty (80) hours for such period.

Program/Worksite

"Worksite" means the house or building location used as a base of operations for employees and clients they support.

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

- 13.3 (a) Worksite
- 14.2 (e) Worksite
- 14.4 (b) Could be either
- 16.4 Worksite
- 18.2 (a) Worksite
- 24.1 (c) Worksite

Article 26.2 Pay Days (Article 21.07 – Pay Days; previous Collective Agreement)

- a) Employees shall be paid bi-weekly, every second Friday.
- b) Employees will normally receive their pay cheques at their primary work location after 3:30 p.m. on the immediate preceding Thursday.

Special Project Employees (Article 4.03 Term Certain Employees; from previous Collective Agreement)

A term certain employee is hired for a specific period of time to perform a specific task. Provided such employees do not do the work of the bargaining unit, they shall be excluded from the bargaining unit.

Client Vacations/out of town assignments

Staff Escorted Extended Trips:

Staff who voluntarily accompany clients on extended trips will be compensated as follows:

- a) Staff will receive eight (8) hours pay at straight time rates.
- b) If the trip involves an overnight stay, staff will be compensated an additional four (4) hours at straight time rates.
- c) If the individual(s) being supported require ongoing supervision and /or staff is minimal (one (1) staff), staff will receive up to a maximum of an additional four (4) hours pay at straight time rates, depending on the circumstances.

It is further understood by the parties that should an employee's hours exceed forty (40) hours in a one week period, the employee will work the additional hours at straight time rates.

Casual Call In

- a) A Relief Shift Coverage Log must be completed for all booking of relief. Only those staff who have completed and signed the "Orientation to Booking Relief" form may book relief shifts.
- b) The person booking the relief shift must allow for five (5) minute interval between each staff being contacted (unless it is less than four (4) hours to the shift) before proceeding to the next staff on the list, to ensure each staff is given ample time to return the call.
- c) It is not necessary for the person booking the relief shifts to contact staff who have indicated they are not available for the time period in which the shift falls.
- d) It is necessary for the person booking the relief shift to inquire whether accepting the shift will cause the staff being offered the shift to work over thirty-seven and one half (37.5) hours in the week or if that staff has worked more than seven and one half (7.5) hours without a break between shifts.

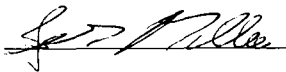
- e) A Casual staff's employment status will be reviewed if shifts have been offered but not accepted and worked during a three month time frame

Article 12.01 (b) Seniority (Article 14.01 Seniority Defined; from previous collective agreement)

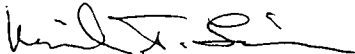
- A) Seniority, except as otherwise provided, refers to an employees length of service with the Society. Seniority for part time shall be pro rated to that of full time employees based on the number hours worked.
- B) (1) Casual Employees shall accrue seniority on an hourly basis for all hours worked.
(2) Upon achieving regular status, relief employees shall have their hourly seniority converted to full time equivalent days of work by dividing the total seniority by the regular work-day. Regular employees who are returned to less than regular status shall receive full seniority credit for all hours worked.
- C) The date arrived at the conclusion of the above calculations shall be deemed to be the employee's seniority date as a regular employee. This seniority date will be used for vacation anniversary purposes only.

Dated this 8th day of March 200~~4~~⁵ at Richmond B.C.

For the Union



Jim Miller



For the Employer



Janice Barr

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Beira Foley

January 29, 2007

SETTLEMENT AGREEMENT

BETWEEN

THE RICHMOND SOCIETY FOR COMMUNITY LIVING,

AS REPRESENTED BY THE COMMUNITY SOCIAL SERVICES EMPLOYERS' ASSOCIATION
[CSSEA]

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1936-15 ON ITS OWN BEHALF,
AND

ON BEHALF OF THE COMMUNITY SOCIAL SERVICES BARGAINING ASSOCIATION [CSSBA].

RESPECTING WORK BY FULL-TIME EMPLOYEES ON SCHEDULED DAYS OF REST

1. On behalf of the CSSBA, CUPE withdraws the sectoral grievance respecting "overtime compensation on scheduled days of rest."
2. CUPE also withdraws all outstanding grievances related to the issue described in this Settlement Agreement and agrees that the Society is not liable for any retroactive effect of this Settlement Agreement;
3. This Settlement Agreement only applies to full time employees of the Society who regularly work between 35 and 37.5 hours per week.
4. When a full-time employee working 35 hours per week has signed on the Relief Availability Form his/her wish to work additional hours on his/her normal scheduled days of rest, and the employee is then scheduled to work on her/his normal scheduled days of rest, the employee will receive straight time compensation for the hours between 35 and 37.5 hours, and then double time compensation. An example of how this approach applies is set out below:

Employee A

Regularly Scheduled Shift

7 hours per day - Monday-Friday at straight time

Picks up an additional shift on Saturday for 7 hours

For the Saturday - the 6th day - Employee A receives:

2.5 hours at straight time

4.5 hours at double time

This example is not altered if Employee A's regularly scheduled work week is Thursday to Monday with Tuesday being the 6th day and Wednesday being the 7th day of the week under those circumstances.

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Brian Foley

January 29, 2007

5. Nothing in this Settlement Agreement will interfere with the employee's right to have 24 consecutive hours off work after the 6th day of work or the Society's discretion to schedule employees for extra work that they requested on the Relief Availability Forms;
6. The Society and CUPE agree to meet to develop revised Relief Availability Forms which serve to register employee requests to work additional hours to top up their regularly scheduled hours of work per week;
7. This Settlement Agreement is without precedent and without prejudice to the CSSEA, the CSSBA, the Society or CUPE;
8. Brian Foley shall remain seized to deal with any issues arising from the interpretation or implementation of this Settlement Agreement.

SIGNED AT VANCOUVER, B.C. ON MONDAY, THIS 29TH DAY OF JANUARY, 2007

For CUPE:

For Miller
Walter S.
Mason

For the Society

[Signature]
JA

For CSSEA:

[Signature]

Relief Call Form

Policy Number: P001RDTY
Policy Section: Personnel
Applies to: All Employees

Purpose

To ensure a consistent and fair practice in contacting staff for relief shifts.

Procedure

Relief Replacement Booking

- A. A Relief Shift Coverage Log must be completed for all booking of relief. Only those staff who have completed and signed the "Orientation to Booking Relief" form may book relief shifts.
- B. The person booking the relief shift must allow for a five (5) minute interval between each staff being contacted (unless it is less than 4hrs to the shift) before proceeding to the next staff on the list, to ensure each staff is given ample time to return to the call.
- C. It is not necessary for the person booking the relief shifts to contact staff who have indicated they are not available for the time period in which the shift falls.
- D. It is necessary for the person booking the relief shift to inquire whether accepting the shift will cause the staff being offered the shift to work over 37.50 hours in the week or if that staff has worked more than 7.50 hours without an eight hour break between shifts.
- E. If the person booking the relief shift is not a supervisor or senior counselor, he/she must have completed an orientation to booking relief (see form "Orientation to Booking Relief").

STEPS

1. Call part-time staff who work in the program on a seniority basis. The staff person who is reached first and who has:
 - ❖ not worked or is not scheduled to work more than 37.50 hours in a week
 - ❖ not worked more than 7.50 hours in a previous shift(s) and has had an eight-hour break between shifts

2. Call the part-time staff from other programs who have been orientated to the program in order of seniority. The staff who is reached first and has:
 - ❖ not worked or is not scheduled to work more than 37.50 hours in a week
 - ❖ not worked more than 7.50 hours in a previous shift(s) and has had an eight-hour break between shifts.
3. Call relief staff who have been orientated to the program, in order of seniority. The staff who is reached first, and has:
 - ❖ not worked or is not scheduled to work more than 37.50 hours in a week
 - ❖ not worked more than 7.50 hours in a previous shift(s) and/or has had an eight-hour break between shifts

NOTE: Overtime rates may become applicable at this step, phone exempt staff for approval.
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4. Call all staff who have been orientated to the program (including full-time, part-time and relief) in order of seniority. The staff who is reached first and is available receives the shift.

If no one is available in Step 4, an exempt person must be called to work the shift.

5. Overtime Sharing (*effective for shifts called on or after January 22, 2007*)
Where a shift has become available that in part or whole will be filled at overtime rates and is being called from within the program, call-in will be done as follows:
 - Starting with the top of Step 4 of the Program Relief Call-In the most senior staff who has not done a relief shift at overtime in a 3-month period will be offered the available shift. Staff who have done overtime shifts in this 3-month period will not be called in the first stage of call-in, but may be called, if circumstances warrant, in the second stage of relief overtime call-in.
 - Overtime Sharing is not applicable for shifts being called out with less than four hours notice or those being booked by the Emergency On-Call Person.
 - Overtime Sharing will be done on a program by program basis.

Emergency Relief Replacement Booking

If a shift becomes available with less than four (4) hours notice, the following procedure applies;

1. The person booking the relief shift does not need to allow for a five (5) minute interval between each staff person contacted before proceeding

to the next staff on the list. However, steps A, C, & D still apply in an emergency situation.

Staff currently working on shift in the program will be offered the shift in order of part-time, relief and full-time as long as overtime does not apply. If overtime applies the shift must be offered in order of seniority (including full-time, part-time and relief).

Forms

- ❖ Orientation to Booking Relief Acknowledgement