

Memorandum Of Agreement  
Between  
Touchstone Family Association  
And  
CUPE Local 1936

Re: Local Issues

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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 17.01 – 17.06 – Hours of Work; Previous c.a.)

**1) General**

Hours of work shall be scheduled so that permanent full time employees (other than part time or casual Casual workers) are scheduled to work the following average weekly hours of work:

<u>Permanent full Time Employees</u>	<u>Average Weekly hours of work:</u>
Family Counsellors	35
Family Intervention – Community and residential	35
Cook/Housekeeper	35

**2) Night Duty Attendant**

Hours of work for permanent full time night duty attendants shall be:

- a) In every fourteen (14) day period, employee works ten (10) days.
- b) On a daily basis, employees work eight (8) consecutive hours per day, inclusive of a paid meal period of one-half (1/2) hour.

**3) Cook/Housekeeper**

Hours of work for permanent full time cook/housekeepers shall be:

- a) Same as above;
- b) On a daily basis, cook/housekeeper works seven (7) hours per day, inclusive of a paid meal period of one-half (1/2) hour.

**4) Family Counsellors/Family Intervention Workers**

- a) Hours of work for family counsellors, coordinators and special service workers shall be seventy (70) hours bi-weekly.

- b) Hours of work may be scheduled, with prior authorization to within a nine (9) day fortnight. Such scheduling must reflect the service delivery or client need.
- c) Should service delivery necessitate a return to five (5) day week, it will be done on a temporary basis.

**Article 26.2 – Paydays**

Employees covered by this agreement shall be paid on a biweekly basis every second Friday. The foregoing may be changed by mutual agreement of the parties.

**Program/Worksite**

The term “Program” shall be defined as follows:

- Residential Program
- Family Counselling Program
- Family Intervention Program
- C.A.P.C. Program

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

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

**Grant Workers (Article 4.03; Previous c.a.)**

Where the Employer applies for a provincial or federal government grant monies for a specific project, and a definite start and termination date, Grant Employees;

- a) Shall not be eligible for health and welfare benefits and vacation pursuant to this Collective Agreement.
- b) Grant workers who continue employment in a similar classification immediately following termination of the grant shall have the time worked with the grant credited to their probationary period.

Grant workers who successfully complete their probationary period shall have their seniority back dated to their original date of employment.

The Employer agrees that no employee shall be laid off as a result of hiring a grant worker.

- c) Grant workers who continue employment with the association following the grant termination date shall, at the option of the Employer, have a portion of their probationary period waived, and shall commence to pay union dues on the date of employment as a permanent Touchstone employee. In addition, at the option of the Employer, the Employer may waive the three (3) months waiting period for fringe benefits pursuant to Article 25.
- d) Grant workers who successfully complete a probationary period as a permanent employee mentioned above shall have their seniority back-dated to their original date of commencement of employment.

#### **Article 12.01 - Seniority (Article 14; 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.

(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.

#### **Casual Call-In**

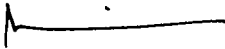
A relief employee who refuses two (2) shifts in any six (6) month period will lose their status on the seniority list and be placed at the bottom of the call-in list. A further refusal within this time period could result in loss of employment.


Relief staff who have not been scheduled and who intend to be unavailable for periods of time equal to or longer than five (5) consecutive calendar days must obtain prior written approval from the employer. Such approval will be considered provided there is two (2) weeks written notice.

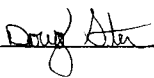
Dated this <sup>4<sup>th</sup></sup> day of ~~April~~ <sup>May</sup> 200~~4~~<sup>5</sup> at Vancouver, BC.

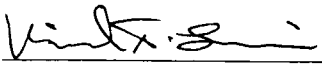
SIGNED ON BEHALF OF  
THE EMPLOYER

SIGNED ON BEHALF OF  
THE UNION

  
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**LETTER OF AGREEMENT**  
**Between**  
**Touchstone Family Association**  
**And**  
**CUPE Local 1936**


Re: Article 3.01

The Parties agree to that employees in the following positions shall be excluded:

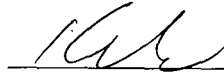
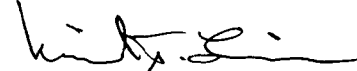
Executive Director  
Administrator  
Co-ordinators  
Supervisors  
Executive Secretary  
Office Manager

Dated this 4<sup>th</sup> day of <sup>May</sup> ~~April~~ 2005 at Vancouver, BC.

SIGNED ON BEHALF OF  
THE EMPLOYER

  
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SIGNED ON BEHALF OF  
THE UNION

  
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**LETTER OF AGREEMENT**  
**Between**  
**Touchstone Family Association**  
**And**  
**CUPE Local 1936**

Re: Article 17.03

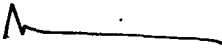
Notwithstanding Article 17.03 the Parties agree to the following hours of work for Night Duty Attendant:

Hours of work for night duty attendants shall be:

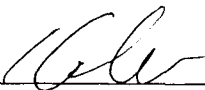

- a) In every fourteen (14) day period, one employee shall work eight shifts of eight and one half hours inclusive of a paid lunch. A second employee shall work six shifts of eight and one half hours inclusive of a paid lunch.

Dated this 4th day of ~~April~~ <sup>May</sup> 5 2004 at Vancouver, BC.

SIGNED ON BEHALF OF  
THE EMPLOYER

  
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SIGNED ON BEHALF OF  
THE UNION

  
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