

**Memorandum of Agreement
Between
Langley Family Services Association
And
CUPE Local 1936-02**

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) (Article 17.01 – Hours of Work; Previous c.a.)

The regular hours of work for each regular full time employee covered by this Agreement, shall be an average of seven (7) hours per day and an average of thirty five (35) hours per week, exclusive of an unpaid meal period.

Modified Shift Schedule — Ended By Brian Foley Apr. 8, 2008

The Parties acknowledge that employees who are required to work varied shifts to respond to client needs. In order to do so, the shift schedule may be modified in the following manner. When employees are required to work overtime, they will be allowed to bank lieu time at straight time up to the required maximum of thirty five (35) hours.

Modified Shift Schedule (MSS)

Modified shift schedule (MSS) hours may be scheduled, in advance, with the agreement of the Employer and subject to the operational requirements of the program, pursuant to the following requirements:

That any proposed MSS hours be in response to client requirement for service outside of regular hours.

The parties mutually agree upon MSS.

Any proposed schedule of MSS hours must not result in a work day in excess of twelve (12) hours in any one day, or forty (40) hours in any one week.

The averaging period for employees authorized to work MSS, shall be seventy (70) hours over a two (2) week period. Hours worked that exceed seventy (70) hours over a two week period shall be banked and taken as accumulated time off (ATO) at straight time rates, at a time mutually agreed between the Employer and the Employee.

AFO may be accumulated to a maximum of thirty-five (35) hours.

A regular full-time employee on MSS who has a day of absence, whether with or without pay, will be deemed to be absent for seven (7) hours, providing at least seven (7) hours are required to complete the averaging period. If less than seven (7) hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.

A regular part-time employee shall be deemed to be absent for their normal daily hours, or the amount required completing the averaging period.

Program/Worksite

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	Program
Article 16.4	Program
Article 18.2	Program
Article 24.1	Program

Article 26.2 Pay Days (Article 21.08 – Pay Days; Previous c.a.)

Employee shall be paid bi-weekly on Fridays. Payment shall be made by direct deposit at a financial institution of an employee's choice.

Term Certain Employees

Employees hired for a defined term while the Employer is trying to secure ongoing funding for the position are covered by all provisions of this Collective Agreement except the Articles pertaining to Layoff and Recall, Notice of Shift Change, Statutory Holidays, Annual Vacations, Sick Leave, Special and Other Leaves, and Employee Benefits. The term of employment shall be no longer than one (1) year. Any extension of the twelve (12) month period shall require the agreement of the Union. Term Certain Employees shall be considered terminated upon completion of their term.

Casual Call-in Procedure

Qualified Casual employees shall be called in order of seniority within their program.

Article 12.01 (b) Seniority (Article 14.01 – Seniority Defined; 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 31st day of March 2004 at Burnaby BC.

For the Union



For the Employer

