

Memorandum of Agreement
Between
W.J. Stelmaschuk
And
CUPE Local 1936-21

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 collective agreement)

The hours of work of a Regular full time employee shall be no greater than eight (8) hours per day, unless otherwise mutually agreed, including meal periods, and no greater than an average not to exceed forty (40) hours per week.

Program/Worksite

“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	Worksite
Article 16.4	Worksite
Article 18.2	Worksite
Article 24.1	Worksite

Article 26.2 Pay Days (Article 21.05 – Pay Days; Previous collective agreement)

Employees shall be paid bi-weekly on Mondays. Payment shall be made by direct deposit at a financial institution of the employee’s choice.

Overnight Field Trips

See Attached Letter of Agreement

Casual Call-In Procedure

Relief employees shall be called for work for which they are qualified in order of seniority. To be qualified, a relief employee must have indicated the programs in which they are prepared to work. Relief employees will provide written notice of their availability to the Employer by the 15th of the preceding month on the form provided by the Employer. Where there is a change to an employee’s availability, he/she shall notify the Employer in writing. Relief employees may decline shifts

only for reasons of being called to work in another WJS program first, illness or emergency. Relief employees will be deemed to terminate their employment upon six declines within a twelve-month period for reasons of other than stated in this Article.

Where the Employer has tried to notify relief employees either in writing or by telephone, and has been unable to do so then no violation of this Article will have taken place. The Employer is required to keep records of all calls including the times the calls were made. Relief employees shall not be considered to have refused work if they are called for shifts they have not indicated they are prepared to work.

Article 12.01 (b) Seniority (Article 14.01 – Seniority Defined; Previous collective agreement)

Notwithstanding Article 12.01(b) of the Collective Agreement the parties agree without prejudice that the members of CUPE employed at WJ Stelmaschuk shall continue to accrue seniority in accordance with the current practice as provided by the following language:

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.

Dated this 11 day of February 2004²⁰⁰⁵ at Nanaimo B.C.

For the Union

For the Employer

[Signature]

[Signature]

[Signature]

[Signature]

Letter of Agreement

RE: Overnight Field Trips

An overnight field trip is any situation in which an employee or group of employees is away from their normal work location overnight with people who are in the care or custody of the Employer.

The Employer and the Union agree that when employees choose to participate in overnight field trips at the request of the Employer, the employees will be compensated sixteen (16) hours at the straight time rate for each twenty-four (24) hour period or portion thereof, away from the regular worksite.

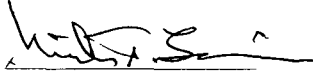
The compensation will be divided between pay and compensatory time off (CTO) according to the following formula: (a) an employee will receive pay for at least her normal shift length for not less than eight (8) hours at her straight time rate, (b) an employee will receive CTO for any compensated time remaining to bring the total to sixteen (16) straight time hours.

CTO hours will be scheduled by mutual agreement between the employee and the Employer.

All field trips are optional to each employee. No employee who opts out of an overnight field trip will experience a change in working conditions to which she has not given consent.

Dated this 11th day of February ²⁰⁰⁸ 2008 at New Westminster B.C.

For the Union



For the Employer

