

**Memorandum of Agreement  
Between  
Delta Society for Community Living  
And  
CUPE Local 3999-07**

**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)** (Article 17.02 – 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. The Employer agrees to avoid scheduling split shifts unless the needs of the client cannot otherwise be met. In that event, the Employer will meet with the Union in order that the matter be agreed upon.

Residential workers may work up to eighty (80) hours on ten (10) days of the two (2) week pay period, including Saturday and Sunday. No employee shall be scheduled to work more than ten (10) hours in any given day.

"Asleep" – rate of pay as per schedule 'A' and limited to eight hours at the 'Asleep' rate in any shift. Any additional hours shall be compensated at the RCW rate.

**Program/Worksite**

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

<b>Article 13.3</b>	Worksite
<b>Article 14.2 (e)</b>	Worksite
<b>Article 14.4 (b)</b>	Could be Either
<b>Article 16.4</b>	Worksite
<b>Article 18.2 (a)</b>	Worksite
<b>Article 24.1 (c)</b>	Worksite

## **Article 30.3 – Casual Call in Procedure**

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

**PURPOSE:** To provide Supervisors and their designates with staff coverage for vacant shifts using a consistent process for booking and documentation.

**PROCEDURE:**

#### Reporting Availability

In order for DCLS to maintain an efficient Call-In System the following expectations are to be met:

- Casual employees are responsible for stating their availability on the Casual Availability Form (attached).
- Casual employees will honour their submitted availability.
- Casual employees who wish to change their stated availability must give 48-hour notice to the Casual Call-In Coordinator.
- It is the responsibility of all employees to keep track of shifts to which they have been assigned and to ensure that they inform the employer when additional shifts are offered such that they don't exceed the limits established in the Collective Agreement.

#### Assignments

Qualified employees who participate in the Casual Call-In System will be assigned shifts by the Casual Call-In Coordinator in the following order:

The Casual Call-In Coordinator will offer shifts in order of seniority.

Casual employees will be available to work at least 32 hours per week or 4 to 5 shifts on 4 to 5 separate days in a one week/7 day period. Availability shall also include all weekends. Casual employees are expected to be available to work all of the twelve statutory holidays per year. If a Casual employee requires a leave of absence, they must submit a written request to the Human Resources department.

The total number of hours to which a Casual employee can work in a two-week period must be no more than 80 hours [with the exception of overnight sleep hours (only) can be a total of 100 hours].

It is the Casual employee's responsibility to complete a timesheet at each site worked. Casual Availability Forms must be submitted by the 1<sup>st</sup> day of the month for the following month's availability (submit November 1<sup>st</sup> for December availability).

### Procedure for filling in Vacant Shifts

It is the responsibility of the Supervisor or their designate to submit a Shift Vacancy Form (copy attached) to the Casual Call-In Coordinator for all shift vacancies.

Casual employees who have submitted a Casual Availability Form will be offered a shift vacancy.

### Casual Availability Lists

The Casual Call-In Coordinator will compile availability information and distribute a site-oriented list to all sites by the end of the month. These lists will indicate availability for the following month. In addition, each site will receive a master list containing the names, phone numbers, qualifications and availability of all casual employees.

### Block Shifts

If a supervisor, or their designate deems it necessary to request shifts filled as a block (due to consistency reasons) he/she must obtain authorization from their Manager to do so.

### Consequences of Refusing Shifts

Casual employees who fail to honour their "reported availability" more than five (5) times in a three (3) month period will be placed at the bottom of the casual seniority list. The casual employee may grieve the removal from the casual seniority list in writing to the Casual Call In Coordinator as there will be no formal meeting.

### **Client Vacations and Out of Town Assignments**

1. Staffs who accompany clients on vacation shall not bear the cost of transportation, food, accommodation and other reasonable expenses incurred.
2. While assisting with client vacations staff are paid for eight (8) hours per day. For every three (3) days worked on the vacation staff will receive eight (8) hours time in lieu to be taken as mutually agreed.
3. Employee participation on client vacations shall be voluntary.
4. Where more than one employee volunteers to participate on a client vacation, the senior employee shall be assigned.
5. In the event of a staff or client emergency, it shall be the responsibility of the Employer to arrange to transport staff and/or

the client from the vacation site and supply necessary replacement staff if required.

**Article 26.2** (Article 21.04 Pay Days; from previous Collective Agreement)

The Employer shall pay salaries and wages biweekly on a Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemised statement of his wages, overtime and other supplementary pay and deductions.

**Special Project Employees** (Article 4.02 Special Project Employees; from previous Collective Agreement)

After consultation and agreement with the Union within seven (7) working days and in order to promote new employment and access funding beneficial to our clients from special projects, including employees hired under the auspices of the Federal or Provincial Government special employment programs, may be paid within the rate established by the outside funding source. These employees shall be entitled to the benefits as outlined by the special employment program. It is also agreed that employees will be employed for the stated duration of the special project and that no other employee will be laid off as a result of these special project employees. No response from the Union within seven (7) days is considered agreement. Agreement will not be unreasonably withheld.

**Seniority** (Article 14.01 – Seniority Defined; from previous Collective Agreement)

- (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 work day. 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 the above calculations shall be deemed to be the employee's seniority date as a regular employee.

Dated this 23 day of February 2004 at Delta B.C.

For the Union

For the Employer

Jim Rennie

D. Woodard

Vincent Sui

Doug Stein

Doug Stein