

Memorandum Of Agreement  
Between  
Gateway Society Services for Persons with Autism  
And  
CUPE Local 1936-08

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 17.03 – Hours of Work; Previous c.a.)

The normal hours of work for full time employees will be from seven and one-half (7 ½) to eight (8) hours per day, and from thirty-seven and one-half (37 ½) to forty (40) hours per week, exclusive of meal periods. Regular employees who work less than forty (40) hours per week may work additional hours to a maximum of forty (40) hours per week.

**Hours of Work Schedule for Employees at Chestnut House and Holly House Group Homes  
General Principals:**

The following is to be applied on a Without Prejudice basis for Chestnut House and Holly House Group Homes.

The work schedule for Chestnut House and Holly House shall be in accordance with the monthly schedule which shall be posted on the 15<sup>th</sup> of each month and operate in accordance with the following principles.

1. The schedule shall be structured encompassing a two (2) week period with hours of work to be not greater than eighty (80) hours for full time employees. The schedule shall provide for two (2) consecutive days off per each seven-day period.
2. Two (2) week schedules that generate thirty (30) or more hours shall be deemed to be fifteen (15) or more hours per week for benefit entitlement purposes for employees hired prior to March 1<sup>st</sup>, 2004 (Articles 2.1 and 27). (Substitute forty (40) hours and twenty (20) hours above respectively for employees hired after March 1<sup>st</sup>, 2004.)
3. Casual employees required to work a shift in excess of nine (9) hours *at Chestnut house* shall be entitled to overtime rates.
4. Casual employees required to work an overnight shift in excess of ten (10) hours *at Holly House* shall be entitled to overtime rates.

**Client Vacations and Out of Town Assignments (17.12 Extended Trips; Previous c.a.)**

Staff who voluntarily accompany clients on extended trips will be compensated as follows: The Employer shall pay a per diem wage rate based on sixteen (16) hours per day at regular rate for each twenty four (24) hour period employees are involved in recreational or medical trips with people supported by the Employer and away from their homes. In special situations and by mutual agreement, an employee may waive the above conditions. In such cases the employee is deemed to be compensated by the actual benefits of the activity. Such activities shall not be at the expense of paid shifts on the part of other employees.

The employee will also receive eight (8) hours lieu time for each day that falls on a regularly scheduled day off during their participation in the off-site activity.

The Employer shall provide all accommodations for such period of activity and the employee shall be reimbursed for all mileage/vehicle costs or legitimate out of pocket expenses incurred or associated with such activity.

Employees shall be granted a per diem meal rate as outlined in Article 26.10 "Meal Allowance".

Breakfast	\$8.50
Lunch	\$10.50
Dinner	\$19.25
Total	\$38.25

In the case of camping trips, the Employer will provide meals. No meal allowances will be paid out for camping trips when a meal is provided.

**Program/Worksite**

"Program" means all of Gateway Society's unionized worksites.

"Worksite" is the House or Building location used as the base of operations for employees and clients they support. For the purposes of this agreement, the Main Residence and Georgia House will be considered one worksite.

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	Could be either
Article 16.4	Worksite
Article 18.2	Worksite
Article 24.1	Worksite



**Article 26.2 – Paydays**

- a) Employees shall be paid bi-weekly on every second Friday. A one (1) week holdback will apply to all employees.
- b) When the payday falls on a paid holiday, payday shall be on the last workday preceding the paid holiday.

**Article 30.3 – Casual Call in Procedure**

Qualified casual employees shall be called in order of seniority where they have submitted availability forms indicating their availability.

**Article 12.1 Seniority**

The parties agree to maintain the current practice for calculating seniority for all employees until October 31, 2004. Effective November 1, 2004 employees shall accumulate seniority in accordance with Article 12.01 of this Collective Agreement.

The parties agree to use provisions of Article 12.01 of this Collective Agreement to provide each current full time employee a calculated date of hire.

Dated this 12<sup>th</sup> day of March 2004 at Burnaby, BC.

SIGNED ON BEHALF OF  
THE EMPLOYER

SIGNED ON BEHALF OF  
THE UNION

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*Sonia Blong*  
\_\_\_\_\_  
*Doug Aiken*  
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*Walter Sini*  
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*R. J. [Signature]*  
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