

**MEMORANDUM OF AGREEMENT**

**RE: LOCAL ISSUES ADDENDUM**

*between*

*United Steelworkers Local 1-417 (USW)*

*and*

*Western Human Resource Corp. (the "Company" or the "Employer")*

*Represented by the*

*Community Social Services Employers' Association (CCSEA)*

**Article 14.2 Hours of Work**

- a) The normal straight time hours of work for a full time employee assigned by the Company shall conform with the following guidelines:
  - 1. Eight (8) hours in a day (or equivalent)
  - 2. Forty (40) hours in a week (or equivalent)

**Article 14.2 (e) Assignment of Additional Hours**

- a) Additional hours up to the allowable straight-time maximum shall first be offered in order of seniority to regular employees within each worksite who are available. If a more senior employee declines, the hours will be offered to the next senior employee. Regular employees must indicate in writing their availability by the 7<sup>th</sup> of each month for the following calendar month with current contact information. Additional hours under Article 14.2 (e) are hours that are in addition to the regular fulltime and regular part-time employees' regularly scheduled shifts. Regular shifts will not be rescheduled for the additional hours.

**Article 30.3 Assignment of Casual Hours**

- a) For all additional and casual hours not filled by (a) above the Company shall follow the procedures set out below:
  - 1. All casual employees who are qualified, capable and available must apply and be placed on the Additional Hours Availability List for each worksite, which shall be kept in each worksite's roster book. Casual employees shall be added to the Master Seniority List and identified as a casual employee.
  - 2. Additional and casual hours shall be offered in order of seniority to casual employees within the worksite.

3. If there are no available casual employees within the worksite, the additional and casual hours shall then be offered in order of seniority to casual employees from the Master Seniority List who have applied and have been oriented to the site.
4. If there are no casual employees, the additional and casual hours shall then be offered in order of seniority to regular employees from the Master Seniority List who have applied and have been oriented to the site. Regular employees must indicate in writing their availability of each worksite by the 7<sup>th</sup> of each month for the following calendar month.

**Availability:**

1. Casual employees will provide their availability in writing at each worksite by the 7<sup>th</sup> of each month for the following calendar month with their current contact information. When the 7<sup>th</sup> falls on the weekend, availability is due on the Friday before the weekend. If an employee does not submit their availability by the 7<sup>th</sup> of the preceding month, the Employer does not have an obligation to call that employee for shifts that come available in the following month.
2. Casuals who refuse three shifts for which they have stated their availability, for reasons other than injury, illness or serious family emergency, in a period of three calendar months, will drop to one-hour seniority.
3. Casuals who have not worked any shifts for nine months will be deemed to have resigned.
4. It is the obligation of the employee to inform the caller if accepting the shift will put them into overtime.

**Calling Procedures for vacant shifts:**

1. Casuals will be contacted on or prior to the 20<sup>th</sup> of each month with pre-booked shifts for the following month.
2. Shifts that need to be filled outside of 48 hours will be in order of seniority using the following procedures:
  - i. If there is no answer or it is busy, then immediately redial to rule out a misdial;
  - ii. Wait a minimum of three (3) hours for the first employee on the seniority list; and if there is still no answer or it is busy, then proceed to the next available person on the list.
  - iii. There is no minimum waiting period between calls for all other employees on the list.

3. Shifts that need to be filled within 4 hours to 48 hours will be in the order of seniority using the following procedures:
  - i. If there is no answer or it is busy, then immediately redial to rule out a misdial
  - ii. Wait at least 30 minutes; and
  - iii. If there is still no answer or it is busy, then proceed to the next available person on the list
  - iv. There is no minimum waiting period between calls for all other employees on the list.
  
4. Shifts that need to be filled within 4 hours will be filled in order of seniority using the following procedures:
  - i. If there is no answer or it is busy, then immediately redial to rule out a misdial;
  - ii. If there is still no answer or it is busy, then proceed to the next available person on the list
  - iii. There is no minimum waiting period between calls for all other employees on the list.
  
5. All calls must be recorded in a logbook at the worksite. The logbook shall show:
  - i. The time and date of the call or text;
  - ii. The employee being called or texted;
  - iii. The shift they are being offered;
  - iv. Whether the employees accept or refuses;
  - v. The signature of the person calling.

**Article 16.4 – Sharing of Overtime:**

Overtime shall be distributed as equitably as circumstances permit amongst the qualified employees. Overtime shall be first offered to the senior employee and then rotated through the worksite seniority list from top to bottom on a continuing rotation. An employee declining to work overtime shall be deemed to have worked in the recording of overtime distribution among the qualified employees. Should any dispute arise because of this application, the steward and employer shall discuss the allocation of overtime in the preceding weeks and attempt to resolve any inequities which may have occurred.

**Programs/Worksite**

For Article 13.3 (a) – Layoff	Worksite
For Article 14.2 (e) – Additional Hours	Worksite
For Article 16.4 – Sharing of Overtime	Worksite
For Article 18.2 (a) – Vacation Preference	Worksite
For Article 24.1 (c) – Permanent Additional Hours	Worksite

**Client Vacations and Out of Town Assignments**

We agree with the old Letter of Understanding #2, which is attached.

**Pay Days**

Paydays will be the 15<sup>th</sup> and the end of the month with cut off being 8 days prior to pay day.

**Seniority**

We agree to maintain the current practice for the determination of seniority, which is to use the employee's date of hire, regardless of employee status.

**Western Human Resource Corp.**

**United Steelworkers Local 1-417**

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**CSSEA**

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**Dated \_\_\_\_ day of \_\_\_\_\_, 2019**

**LETTER OF UNDERSTANDING #2**

**BETWEEN: WESTERN HUMAN RESOURCE CORP.**  
(hereinafter called "the Company")

**AND: UNITED STEELWORKERS  
LOCAL 1-417**  
(hereinafter called "the Union")

**RE: SPECIAL EVENTS AND EXCURSIONS**

Employees who attend at special events or excursions which occur outside of normal working hours shall be compensated as follows;

1. Overnight trips – regular pay for one (1) full shift, plus time off with pay equivalent to one (1) shift for each twenty-four (24) hour period;
2. Events which are scheduled on an employee's day off – time off equivalent to one (1) paid shift;
3. Events which are scheduled after normal work hours – equivalent time off;
4. In the event that a special event or excursion is cancelled or postponed, the scheduling provision of the Collective Agreement will not apply;
5. The parties agree that this Memorandum will be deemed to be a joint application to the Employment Standards Board for any variances to the Employment Standards Act which may be required by the operation of this Memorandum;
6. The parties agree to develop an equitable system of distributing excursions to employees who wish to participate within each worksite.

**Western Human Resource Corp.**

**United Steelworkers Local 1-417**

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**CSSEA**

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**Dated \_\_\_\_ day of \_\_\_\_\_, 2019**