

WITHOUT PREJUDICE

MEMORANDUM OF AGREEMENT

between

PHS Community Services Society

as represented by

Health Employers Association of British Columbia (“HEABC”)

(the “Employer”)

and

Health Services & Support Community Subsector

Association of Bargaining Agents (“CBA”) /

Canadian Union of Public Employees, Local 1004

(the “Union”)

Collectively “the Parties”

Re: PHS Community Services Society & CUPE Local 1004 - Extended Hours Rotation

It is understood and agreed that:

1. The purpose of this Memorandum of Agreement is to vary or clarify the terms of the Community Subsector Collective Agreement (“CBA”) between the Parties so that an expanded workday/compressed work week can be introduced.
2. With the exception of the specific revisions set forth in this Memorandum of Agreement, all other terms and conditions of the CBA will apply.
3. As a general principle, the Employer will not incur any additional costs which would exceed the costs required to provide and maintain the regular work day / work week as set forth in the CBA.
4. As a general principle, the employees will neither gain nor lose any benefit(s) presently contained within the CBA.
5. For the purpose of this Memorandum of Agreement, days of leave will be converted into hours, so that one (1) day shall equal seven point five (7.5) hours. For example, three (3) days’ compassionate leave is converted to $3 \times 7.5 = 22.5$ hours.
6. The maximum extended hours for the applicable employees is twelve (12) hours.
7. Employees requested to work in excess of their normal daily full shift hours shall be entitled to overtime as outlined in Article 16.2 of the CBA.

8. Employees working a full shift of twelve (12) hours shall receive three (3) rest periods, one in each third of the shift. Each rest period shall be fifteen (15) minutes long.
9. Employees working a full shift of twelve (12) hours shall receive two (2) unpaid meal periods of thirty (30) minutes each, one in each half of the shift.
10. All employees, including casuals, working in an area covered by this Memorandum of Agreement on its effective date shall be bound by the terms and conditions of this Memorandum of Agreement.
11. New employees, including casuals, working in an area covered by this Memorandum of Agreement after its effective date implicitly agree to work the established schedule.
12. Any change deemed necessary in this Memorandum of Agreement may be made by mutual agreement between the Parties at any time during the life of this Memorandum.
13. Employees shall not be required to work more than six (6) consecutive shifts without a minimum of two (2) consecutive days off excluding paid holidays.
14. Regular full-time equivalent hours for the year (1950 hours) will be measured in the fifty-two (52) week period commencing with the first shift scheduled in January.
15. Either party may give written notice of termination of this Memorandum of Agreement with thirty (30) days advance notice.
16. This Memorandum of Agreement is without prejudice and without precedent.

Signed on Behalf of the Union:

Signed on Behalf of HEABC:

Date: _____

Date: _____