

MEMORANDUM OF AGREEMENT

between

Health Services & Support Community Subsector Association of Bargaining Agents

And

Fraser Health Authority Memorial Cottage

Re: Memorial Cottage - And- British Columbia General Employees' Union (BCGEU) Extended Hours Rotation

It is understood and agreed that:

- 1. This Memorandum of Agreement (MOA) will replace any existing agreement at Memorial Cottage.
- 2. The purpose of this MOA is to vary or clarify the terms of the Community Subsector Agreement (CSA) between the parties so that an expanded work day/compressed work week can be introduced. We understand overtime rates will apply for work in excess of 12 hours.
- 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 CSA.
- 4. As a general principle, the employees will neither gain nor lose any benefit(s) presently contained within the CSA.
- 5. Any change deemed necessary in this MOA may be made by mutual agreement between the parties at any time during the life of this Memorandum.
- 6. New employees, including casuals, to the department covered by this Memorandum of Agreement after its effective date implicitly agree to work the established schedule of 12-hours.
- 7. 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.
- 8. For the purposes of calculating days off, the employee will receive a minimum of one hundred and seventeen (117) days-off (Two (2) days per week plus a minimum of thirteen (13) statutory holidays in a fifty two (52) week period commencing with the first scheduled shift in January.).
- 9. Regular full-time equivalent hours for the year (1950 hours) will be measured in the fifty-two (52) week period commencing with the first scheduled shift in January.

- 10. Meal Periods: When a regular full-time employee works a shift of ten (10) hours or more, they are entitled to two (2) meal periods of continuous one half-hour (0.5) each.
- 11. Meal Breaks: When a regular full-time employee works a shift of ten (10) hours or more, they are entitled to three (3) rest periods distributed evenly throughout their shift. If the employee works less than ten (10) hours, they shall receive one (1) rest period for each four (4) hours of work. For example, an employee who works a nine (9) hour shift is entitled to only two (2) rest periods.
- 12. Overtime: Overtime is only required to be paid when a regular employee works in excess of the normal daily full shift hours (e.g., twelve (12) hours) or weekly full shift hours.
- 13. Vacation Entitlement: A regular employee working an extended work day will enjoy the same calendar time off from work that a regular employee who works seven point five (7.5) hour days enjoys.
- 14. Special Leave: For the purposes of this MOA, 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.
- 15. Sick Leave: a regular employee is to receive their regular pay for all scheduled hours lost from their accrued sick credits bank for any missed shifts as a result of sickness, illness, or injury.
- 16. Any change deemed necessary in this MOA may be made by mutual agreement between the parties at any time during the life of this Memorandum. The extended hours memorandum can be cancelled by either party with ninety (90) days written notice.
- 17. This memorandum of agreement is without prejudice and without precedent.

Signed on Behalf of the Employer:
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Esha Kohli
HR Client Partner
Date: June 20, 2023