

**ARTICLE 25  
HOURS OF WORK**

**General**

**Shift Work**

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**25.13** When, because of operational requirements, hours of work are scheduled for employees on a rotating or irregular basis, or on a non-rotating basis where the employer requires employees to work hours later than 6 p.m. and/or earlier than 7 a.m., they shall be scheduled so that employees, over a period of not more than fifty-six (56) calendar days:

- (a) on a weekly basis, work an average of thirty-seven decimal five (37.5) hours and an average of five (5) days;
- (b) work seven decimal five (7.5) consecutive hours per day, exclusive of a one-half (1/2) hour meal period;
- (c) obtain an average of two (2) days of rest per week;
- (d) obtain at least two (2) consecutive days of rest at any one time except when days of rest are separated by a designated paid holiday which is not worked; ~~the consecutive days of rest may be in separate calendar weeks.~~

**25.14** The Employer will make every reasonable effort:

- (a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift;  
and
- (b) to avoid excessive fluctuation in hours of work.

**25.15** The staffing, preparation, posting and administration of shift schedules is the responsibility of the Employer.

**25.16** The Employer shall set up a master shift schedule for a fifty-six (56) day period, posted fifteen (15) days in advance, which will cover the normal requirements of the work area.

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### **25.17 Shift Schedule - Reopener**

- (a) If the Employer reopens a shift schedule due to operational requirements, or a line becomes vacant, the Employer will determine the qualifications required prior to canvassing all employees covered by this specific schedule.

Should more than one employee meeting the qualifications required select the same line on the schedule, years of service ~~as defined in subparagraph 34.03(a)(i)~~ will be used as the determining factor to allocate the line.

- (b) In populating a newly established schedule, as developed by the Employer, the Employer will canvass all employees covered by the specific schedule for volunteers to populate the schedule.

Should more than one employee meet the qualifications required select the same line on the schedule, years of service ~~as defined in subparagraph 34.03(a)(i)~~ will be used as the determining factor to allocate the line.

- (c) Subject to paragraph (a) above, by mutual consent the parties may agree to conduct a re-population of schedules at any point over the life of the schedule.

For greater clarity, when a vacant line is selected, that line will continue to follow the pre-established pattern, according to the existing schedule.

### **25.18 Shift Schedule – Vacant Lines**

- (a) **In the event a line on a schedule becomes vacant, the line shall then be offered to employees working in the same worksite. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service will be used as the determining factor to allocate the line.**
- (b) **Should no employee meeting the criteria in (a) and (b) above select the vacant line, the line shall then be offered to employees working in the same district as the vacant line. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service will be used as the determining factor to allocate the line.**
- (c) **Should no employee meeting the criteria in (a), (b) and (c) above select the vacant line, the line shall then be offered to employees working in the same region as the vacant line. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service will be used as the determining factor to allocate the line.**

**25.19** Except as provided for in clauses 25.23 and 25.24, the standard shift schedule is:

(a) 12 midnight to 8 a.m., 8 a.m. to 4 p.m., and 4 p.m. to 12 midnight

or, alternatively,

(b) 11 p.m. to 7 a.m., 7 a.m. to 3 p.m., and 3 p.m. to 11 p.m.

**25.20** A specified meal period shall be scheduled as close to the midpoint of the shift as possible. It is also recognized that the meal period may be staggered for employees on continuous operations. However, the Employer will make every effort to arrange meal periods at times convenient to the employees.

**25.21**

(a) Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

(i) on the day it commenced, where half (1/2) or more of the hours worked fall on that day;

or

(ii) on the day it terminates, where more than half (1/2) of the hours worked fall on that day.

(b) Accordingly, the first (1<sup>st</sup>) day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift, and the second (2<sup>nd</sup>) day of rest will start immediately after midnight of the employee's first (1<sup>st</sup>) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

**25.22**

(a) An employee who is required to change his or her scheduled shift without receiving at least seven (7) days' notice in advance of the starting time of such change in his or her scheduled shift shall be paid for the first (1<sup>st</sup>) shift worked on the revised schedule at the rate of time and one-half (1 1/2) for the first (1<sup>st</sup>) seven decimal five (7.5) hours and double (2) time thereafter. Subsequent shifts worked on the revised schedule shall be paid for at straight-time rate, subject to Article 28, Overtime.

(b) Every reasonable effort will be made by the Employer to ensure that the employee returns to his or her original shift schedule and returns to his or her originally

scheduled days of rest for the duration of the master shift schedule without penalty to the Employer.

**25.23** Provided sufficient advance notice is given, the Employer may:

- (a) authorize employees to exchange shifts if there is no increase in cost to the Employer;  
and
- (b) notwithstanding the provisions of paragraph 25.13(d), authorize employees to exchange shifts for days of rest if there is no increase in cost to the Employer.

**25.23**

- ~~(a) Where shifts other than those provided in clause 25.18 are in existence when this Agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and, in such consultation, will establish that such shifts are required to meet the needs of the public and/or the efficient operation of the service.~~
- ~~(b) Where shifts are to be changed so that they are different from those specified in clause 25.18, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.~~
- ~~(c) Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact-finding and implementation purposes.~~

**25.24 Variable Shift Schedule Arrangements**

- (a) Notwithstanding the provisions of clauses 25.06 and 25.13 to 25.23 inclusive, consultation may be held at the local level with a view to establishing shift schedules which may be different from those established in clauses 25.13 and 25.18. Such consultation will include all aspects of arrangements of shift schedules.
- (b) Once a mutually acceptable agreement is reached at the local level, the proposed variable shift schedule will be submitted at the respective Employer and Alliance headquarters levels before implementation.
- (c) Both parties will endeavour to meet the preferences of the employees in regard to such arrangements.

- (d) It is understood that the flexible application of such arrangements must not be incompatible with the intent and spirit of provisions otherwise governing such arrangements. Such flexible application of this clause must respect the average hours of work over the duration of the master schedule and must be consistent with operational requirements as determined by the Employer.
- (e) Employees covered by this clause shall be subject to the provisions respecting variable hours of work established in clauses 25.25 to 25.28 inclusive.

### **Terms and Conditions Governing the Administration of Variable Hours of Work**

**25.25** The terms and conditions governing the administration of variable hours of work implemented pursuant to clauses 25.09, 25.10 and 25.24 are specified in clauses 25.25 to 25.28 inclusive. This Agreement is modified by these provisions to the extent specified herein.

**25.26** Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

### **25.27**

- (a) The scheduled hours of work of any day as set forth in a variable schedule specified in clause 25.25 may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer; and the daily hours of work shall be consecutive.
- (b) Such schedules shall provide for an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule.

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- (i) Unless otherwise mutually agreed upon, the maximum life of a shift schedule shall be six (6) months.
- (ii) The maximum life of other types of schedule shall be twenty-eight (28) days except when the normal weekly and daily hours of work are varied by the Employer to allow for summer and winter hours in accordance with clause 25.10, in which case the life of a schedule shall be one (1) year.
- (c) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

## **Scheduling of Part Time Employees**

**25.28 The following shall apply to part time employees:**

**a) Straight-time hours of work beyond those scheduled for full-time employees shall be offered in order of service to qualified part-time employees.**

**b) Notwithstanding a) above, part-time employees on strength as of \_\_\_\_ (signing of collective agreement) that have been provided a certain number of hours in their letter of offer shall continue to be scheduled those hours.**

**25.29 The following shall apply to all shift-working employees:**

**An employee required by the Employer to work overtime receive a minimum of eight (8) hours rest prior to returning to duty. Employees shall suffer no loss in compensation for being afforded said minimum eight (8) hours of rest.**

**APPENDIX B**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE TREASURY BOARD OF CANADA**  
**AND**  
**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
**WITH RESPECT TO THE**  
**VARIABLE SHIFT SCHEDULING ARRANGEMENTS**

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Border Services (FB) bargaining unit.

**1. Consultation process**

The intent of this appendix is to provide the parties with a process to facilitate reaching agreement at the local level, within prescribed timeframes. **The parties agree to negotiate in good faith, and shall make every reasonable effort to reach a negotiated VSSA.**