

**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 time frames, and consistent with clauses **1.02 and 25.24 of the collective agreement.**

**1.2 The following principles shall be considered for the purpose of establishing effective scheduling:**

- a. Shift schedules are developed in a cost-effective manner within current resources.**
- b. Shift schedules reflect operational requirements and the service needs of Canadians.**
- c. Shift schedules comply with relevant clauses of the collective agreement.**

**1.3 It is understood that shift schedules 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.**

**2. VSSA discussions**

**2.1** Local consultation pursuant to paragraph 25.24(a) of the agreement will take place within twenty (20) days of notice served by either party to reopen an existing variable shift schedule agreement or negotiate a new variable shift schedule arrangement. Prior to this meeting, the Employer will provide to the Union ~~the following~~ information in respect of its operational requirements: **, including the rationale for scheduling.**

- ~~a. the number of scheduled employees required for each hour;~~
- ~~and~~

~~b.—the rationale for scheduling.~~

**2.2** The **operational requirements** ~~number of employees~~ identified in paragraph 2.1 does not represent the minimum presence required on any shift.

**2.3** Discussions at the local level shall be concluded within five (5) weeks from the time of the first meeting identified in paragraph 2.1 above.

~~**2.4** Should the parties come to an agreement on a proposed VSSA schedule at the local level, the Union shall submit the schedule for ratification by the employees.~~

~~**2.5** Should the discussions at the local level not result in an agreement on a proposed VSSA schedule, the parties will immediately refer the outstanding issues to representatives from the Union and regional representatives from the Employer for further consultation.~~

~~**2.6** Representatives identified under 2.5 above shall conclude their consultation within a maximum of three (3) weeks from the date the outstanding issues have been referred to their attention by the local committee.~~

~~**2.7** Joint recommendations of the representatives identified under 2.5 above on the outstanding issues, or a proposed VSSA schedule shall be sent back to the local level for consideration for a maximum of one (1) week period.~~

**2.48** Should the parties come to an agreement on a proposed VSSA schedule at the local level, the Union shall submit the schedule for ratification by the employees. Otherwise, the Union will submit the last Employer VSSA proposal to a vote.

**2.59** Unless otherwise mutually agreed upon, the ratification vote identified in paragraphs ~~2.4 or 2.8 and provision of the results to the Employer~~ shall be completed **and the results shared with the Employer** within two (2) weeks.

~~**2.610**~~ Where proposed VSSA is rejected, by mutual agreement, the current VSSA may be extended. Should either party not elect to extend the current VSSA, shift schedule consistent with clause 25.13 will take effect. For employees not already covered by an existing VSSA, the current scheduling arrangement will remain in force.

**2.711** In the event that the proposed VSSA is accepted by a ratification vote, the new schedule will be posted in accordance with clause 25.16 of the agreement.

**2.812** Except as provided in paragraph ~~2.10~~ **2.06** above, both parties may terminate a VSSA by sending the other a thirty (30) day notice of termination of the existing VSSA unless discussions are ongoing pursuant to this appendix.

**2.913** Upon mutual agreement by the parties, time frames included in the provisions of this appendix may be extended.

### **3. VSSA line selection**

**3.1** The Employer will establish the requirements for populating this schedule.

**3.2** The Employer will canvass all employees covered by this specific VSSA for volunteers to populate the schedule.

**3.3** 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.

**3.4** Subject to 3.3, by mutual consent the parties may agree to conduct a repopulation of schedules at any point over the life of the schedule.

**3.5** In the event lines become vacant, the Employer will reassess its scheduling requirement. Should the line still be required, the Employer will review the qualifications required prior to canvassing all employees covered by this specific VSSA. 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.

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