

## 1. ARTICLE 24 – HOURS OF WORK

### Excluded Provisions

Clauses 24.04, 24.05 and 24.06 do not apply to bargaining unit employees classified as GL or GS.

### Alternate Provisions

Clauses GL/GS 24.04, GL/GS 24.05, and GL/GS 24.06 apply only to bargaining unit employees classified as GL or GS.

**24.01** An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

**24.02** The Employer agrees that, before a schedule of working hours is changed, the changes will be discussed with the appropriate steward of the Union if the change will affect a majority of the employees governed by the schedule.

**24.03** Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

### 24.04

- a. Except as provided for in clause 24.05, the normal work week shall be thirty-seven decimal five (37.5) hours ~~exclusive of lunch periods~~, comprising five (5) days of seven decimal five (7.5) hours each, **exclusive of an unpaid meal break** Monday to ~~Sunday~~**Friday**. The work day shall be scheduled to fall within an eight (8) hour period where the **unpaid meal break** ~~lunch period~~ is one-half (0.5) hour or within an eight decimal five (8.5) hour period where the **unpaid meal break** ~~lunch period~~ is more than one half (0.5) hour and not more than one (1) hour. Such work periods shall be scheduled between the hours of six (6) a.m. and ~~sixteen (610)~~ **10** p.m. unless otherwise agreed in consultation with the Union and the Employer at the appropriate level.

***Subject to operational requirements, an employee working a normal work week shall have the right to select and request flexible starting and finishing times between 6 am and 10 pm and such request shall not be unreasonably denied. These hours can be non-consecutive. The implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation.***

- b. For employees who are governed by sub-clause 24.04(a) and who perform meat inspection duties, the Employer will make every reasonable effort to:

- i. avoid excessive fluctuation in hours of work;
- ii. post hours of work schedules seven (7) days in advance;
- iii. notify the employee(s) in writing of any changes to the scheduled hours of work;
- iv. when the scheduled hours of work are changed by the Employer after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a premium payment of twenty dollars (\$20.00) in addition to regular daily pay;
- v. when the scheduled meal break is changed by the Employer by more than one half an hour (0.5) after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a premium payment of twenty dollars (\$20.00) in addition to regular daily pay;
- vi. total premium payment under paragraphs 24.04(b)(iv) and 24.04(b)(v) shall not be more than twenty dollars (\$20.00) per work day.

**24.05** For employees who work on a rotating or irregular basis:

- a. Normal hours of work shall be scheduled so that employees work:
  - i. an average of thirty-seven decimal five (37.5) hours per week and an average of five (5) days per week  
and
  - ii. either seven decimal five (7.5) hours per day; or
  - iii. an average of seven decimal five (7.5) hours per day ~~where so agreed between the Employer and the majority of the employees affected;~~
  - iv. subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).
- b. ***Subject to operational requirements*** ~~Every~~ ***every*** reasonable effort shall be made by the Employer:
  - i. not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift;
  - ii. to avoid excessive fluctuations in hours of work;
  - iii. to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
  - iv. to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least ~~seven (7) days~~ ***forty-eight (48) hours*** in advance of the starting date of the new schedule.
- c. When the scheduled hours of work are changed by the Employer after the mid-point of the employee's previous work day or after the beginning of the

employee's previous day meal break, whichever is the earlier, the employee is entitled to a premium payment of twenty dollars (\$20.00) in addition to regular daily pay.

- d. When the scheduled meal break is changed by the Employer by more than one half hour (0.5) after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a premium payment of twenty dollars (\$20.00) in addition to regular daily pay.
- e. Total premium payment under sub-clauses 24.05(c) and 24.05(d) shall not be more than twenty dollars (\$20.00) per work day.

**24.06** Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, ***or at the request of the Employer and with the concurrence of the employee, hours of work may be scheduled in accordance with 24.14 a), b) and e)***, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period of ***up to*** twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every ***period of up to*** twenty-eight (28) calendar days ~~period~~ such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.

**GL/GS  
24.04**

Except as provided for in clause GL/GS 24.05, the normal work week shall be forty (40) hours ~~exclusive of lunch periods~~, comprising five (5) consecutive days of eight (8) hours, ***exclusive of an unpaid meal break***, each, unless otherwise agreed in consultation with the Union and the Employer at the appropriate level.

***Subject to operational requirements, an employee working a normal work week shall have the right to select and request flexible starting and finishing times between 6 am and 10 pm and such request shall not be unreasonably denied. These hours can be non-consecutive. The implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation.***

GL/GS

24.05 For employees who work on a rotating or irregular basis:

- a. Normal hours of work shall be scheduled so that employees work:
  - i. an average of forty (40) hours per week and an average of five (5) days per week;  
and
  - ii. either eight (8) hours per day;  
or
  - iii. an average of eight (8) hours per day ~~where so agreed between the Employer and the majority of the employees affected;~~
  - iv. subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).
- b. **Subject to operational requirements**, ~~Every~~ **every** reasonable effort shall be made by the Employer:
  - i. not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
  - ii. to avoid excessive fluctuations in hours of work;
  - iii. to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
  - iv. to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least **forty-eight (48) hours** ~~seven (7) days~~ in advance of the starting date of the new schedule.

GL/GS 24.06

- a. Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, **or at the request of the Employer and with the concurrence of the employee, hours of work may be scheduled in accordance with 24.14c), d) and e)** an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer in consultation with the Union, the employee works an average of forty (40) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every such period an employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.
- b. Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected and shall apply to all employees of the work unit.

- 24.07** The Employer shall make every reasonable effort to schedule a meal break of at least one-half (0.5) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the mid-point of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Employer and the employee. If an employee is not given a meal break scheduled in advance, all time from the commencement to the termination of the employee's full shift shall be deemed time worked.
- 24.08** When 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:
- a. on the day it commenced where half or more of the hours worked fall on that day;  
or
  - b. on the day it terminates where more than half of the hours worked fall on that day.

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

- 24.09** Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal working day.
- 24.10** If an employee is given less than **forty-eight (48) hours** ~~seven (7) days~~ advance notice of a change in that employee's shift schedule, the employee will receive a premium rate of time and one-half (1.5) for work performed on the first (1st) shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time.
- 24.11** Within five (5) days of notification of consultation served by either party, the Union shall notify the Employer in writing of the representative authorized to act on behalf of the Union for consultation purposes.

**Terms And Conditions Governing The Administration of Variable Hours of Work  
in clauses 24.12 to 24.15 inclusive**

**24.12** The terms and conditions governing the administration of variable hours of work implemented pursuant to paragraphs 24.05(a)(iii) and GL/GS 24.05(a)(iii), and clauses 24.06 and GL/GS 24.06 are specified in clauses 24.12 to 24.15. This Agreement is modified by these provisions to the extent specified herein.

**24.13** 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.

**24.14**

**Sub-clauses 24.14(a) and (b) do not apply to bargaining unit employees classified as GL or GS.**

- a. The scheduled hours of work of any day, 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 an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule. The maximum life of a schedule for day shift workers shall be twenty-eight (28) days. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.

**Sub-clauses 24.14(c) and (d) apply only to bargaining unit employees classified as GL or GS.**

- c. The scheduled hours of work of any day, may exceed or be less than eight (8) 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.
- d. Such schedules shall provide an average of forty (40) hours of work per week over the life of the schedule. The maximum life of a schedule for day shift workers shall be twenty-eight (28) days. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.
- e. Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

**24.15** For greater certainty, the following provisions of this Agreement shall be administered as provided herein:

- a. Interpretation and Definitions (clause 2.01)  
"Daily rate of pay" - shall not apply.
- b. Minimum Number of Hours Between Shifts  
Paragraphs 24.05 (b)(i) and GL/GS 24.05 (b)(i), relating to the minimum period between the termination and commencement of the employee's next shift, shall not apply.
- c. Exchange of Shifts (clause 24.03)  
On exchange of shifts between employees, the Employer shall pay as if no exchange had occurred.
- d. Designated Paid Holidays (clause 31.05)

**Paragraph 24.15(d)(i) does not apply to bargaining unit employees classified as GL or GS.**

- i. A designated paid holiday shall account for seven decimal five (7.5) hours.

**Paragraph 24.15(d)(ii) applies only to bargaining unit employees classified as GL or GS.**

- ii. A designated paid holiday shall account for eight (8) hours.
- iii. When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the pay for the hours specified in paragraphs (i) and (ii), at time and one-half (1.5) up to his or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.
- e. Travel  
Overtime compensation referred to in clause 33.04 shall only be applicable on a work day for hours in excess of the employee's daily scheduled hours of work.
- f. Acting Pay  
The qualifying period for acting pay as specified in sub-clause 63.07(a) shall be converted to hours.
- g. Overtime  
Overtime shall be compensated for all work performed on regular working days or on days of rest at time and three-quarters (1.75).

**24.16** Subject to operational requirements, every employee who is nursing shall, upon request, have their hours of work scheduled in a way to provide for any unpaid breaks necessary for them to nurse or to express breast milk. Such request shall not be unreasonably denied.

## 2. ARTICLE 28 – CALL-BACK PAY

28.01 If an employee is called back to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work;  
  
or
- (b) on the employee's day of rest;  
  
or
- (c) **without prior notice**, after the employee has completed his or her work for the day and has **physically** left his or her place of work, and **physically** returns to **the workplace** shall be paid the greater of:
  - (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back, **which shall apply only the first time an employee performs work during an eight (8) hour period.** ~~to a maximum of eight (8) hours' compensation in an eight (8) hour period.~~ Such maximum shall include any reporting pay pursuant to clause 31.06 and the relevant reporting pay provisions;  
  
or
  - (ii) compensation at the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
- (d) **An employee who is called back to work, without prior notice, after the employee has completed his or her work for the day and has physically left his or her place of work may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be compensated in accordance with clause 28.01(fe).**
- (e)(d) The minimum payment referred to in 28.01(c)(i) above, does not apply to part time employees. Part-time employees will receive a minimum payment in accordance with clause 61.06 of this collective agreement.



- (f)(e) When an employee completes a call-back requirement without leaving the location in which the employee was contacted, **or where an employee, at the discretion of the Employer, works at another place to which the Employer agrees**, the minimum of three (3) hours provided for in sub-clause 28.01(c) shall be replaced by a minimum of one (1) hour which shall apply only once in respect of each eight (8) hour period.

**Compensation as a lump sum payment in cash or leave with pay**

- 28.05** The Employer shall endeavour to make payment for call-back compensation by the fourth (4th) week after which the employee submits the request for payment.

## ARTICLE 29 - STANDBY

**29.02** An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number, **email address and/or any other agreed method of communication**, and be available to return for work as quickly as possible **and within a reasonable timeframe as determined by the Employer if contacted** if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

...

**29.04** When an employee is required to **physically** report for **to the workplace** and reports **to the workplace** on a day of rest, the employee shall be **compensated in accordance with clause 28.01(c)**. paid the greater of:

(a) ~~compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period;~~

~~or~~

(b) ~~compensation at the applicable overtime rate for actual overtime worked;~~

(c) ~~the Employer shall endeavour to make payment for standby compensation by the fourth (4th) week after which the employee submits the request for payment.~~

***An employee on standby who is required to work may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be compensated in accordance with clause 28.01(fe).***

### 3. ARTICLE 30 – REPORTING PAY

#### 30.01

- (a) When an employee is required to **physically** report **to the workplace** and reports to **the workplace** on the employee's day of rest, the employee is entitled to a minimum of three (3) hours' compensation at the applicable overtime rate of pay, **which shall apply only the first time an employee performs work during an eight (8) hour period;**
  
- (b) **An employee who is required to report to work on a day of rest may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid for the time actually worked at the applicable overtime rate;**
  
- ~~(c)~~ The minimum payment referred to in (a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 61.05.